STIPULATED PRICE – BID DOCUMENTS (CCDC2 – 2008)

LINDSAY OC – Building Upgrades Program

BGIS Global Integrated Solutions - BGIS
Hydro One Networks Inc.
40 Denniston Street, Lindsay, ON, K9V 5M5

Cristina Jimenez
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613.315.4735
Date of Issue: September 6th, 2019

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1. Instructions to Bidders

1.1. Invitation

1.1.1. Intent

1.1.1.1. The intent of this bid call is for BGIS Global Integrated Solutions (BGIS) to obtain offers ("Bids") from interested and qualified parties ("Bidders") to perform the Work required to complete **LINDSAY OC – Building Upgrades Program** project located at Hydro One Networks Inc. 40 Denniston Street, Lindsay, ON, K9V 5M5 for a Stipulated Price, in accordance with the Contract Documents.

1.1.1.2. The RFP portion of the project would be to provide pricing for the Building Upgrades of the Lindsay OC (to complete localized exterior wall repairs and mechanical renewal at the Hydro One Lindsay Operations Centre. The work in the Contract is to extend the service life of the EIFS cladding, replace aging mechanical equipment, and to comply with Hydro One labour requirements – See "**01 – LINDSAY OC – Building Upgrades - Drawings & Specs – 6 Sep 19**" for further information). Supply all, materials, labour, tools, equipment for all other specified items required to complete the work in its entirety including, bonds, site safety, site protections, mobilization, demobilization and hydrovac excavation, if necessary.

1.1.2. No Bid Form

1.1.2.1. It is important that BGIS Global Integrated Solutions receive a reply from all invited Bidders. Should you be unwilling or unable to submit a Bid, please complete and return the No Bid Form included in this Document.

1.1.3. Bidder Covenant

1.1.3.1. By submitting a Bid in response to this bid call, the Bidder confirms it has read and agrees to comply with the Bid Documents. No allowance shall be made by BGIS Global Integrated Solutions on behalf of a Bidder for any error, omission or negligence on its part, unless BGIS in its sole discretion decides otherwise.

1.1.3.2. Bidders agree to prepare and submit Bids at their own cost.

1.1.3.3. BGIS Global Integrated Solutions shall provide the successful Bidder with two (2) copies of the Contract to be signed. Within ten (10) working days of the successful Bidder's receipt of Contract Documents, the successful Bidder shall return the Contract Documents to BGIS Global Integrated Solutions fully signed, together with other documentation as required in the Contract Documents.

1.1.3.4. Confidentiality:

1.1.3.4.1. BGIS Global Integrated Solutions reserves all rights in respect of this bid call. Bidders may not reproduce, modify, disclose, distribute or publish any portion of this bid call or any information about BGIS Global Integrated Solutions or Hydro One Networks Inc. without the prior written approval of BGIS Global Integrated Solutions or Hydro One Networks Inc., save and except for the strict purpose of preparing a Bid, and provided always that any such reproduction, modification, disclosure, distribution or publication of this bid call shall only be made to or for recipient's employees or advisors on a strict need-to-know basis, each of whom the recipient agrees to bind to these same confidentiality obligations.

1.1.3.4.2. BGIS Global Integrated Solutions reserves all rights in respect of this bid call. Bidders may not reproduce, modify, disclose, distribute or publish any portion of this bid call or any information about BGIS Global Integrated Solutions or Hydro

One Networks Inc. without the prior written approval of BGIS Global Integrated Solutions or Hydro One Networks Inc., save and except for the strict purpose of preparing a Bid, and provided always that any such reproduction, modification, disclosure, distribution or publication of this bid call shall only be made to or for recipient's employees or advisors on a strict need-to-know basis, each of whom the recipient agrees to bind to these same confidentiality obligations.

1.1.3.4.3. Bidders may not use the name of BGIS Global Integrated Solutions or Hydro One Networks Inc. (or its respective affiliates), or refer to this bid call in any advertisement or other promotional messages without the prior written consent of BGIS Global Integrated Solutions or Hydro One Networks Inc., as applicable.

1.1.4. Bid Call

1.1.4.1. Digitized bids signed, executed and dated will be received via email by BGIS Global Integrated Solutions at:

Attention: **Cristina Jimenez**
Email: **Cristina.Jimenez@bgis.com**

BGIS Global Integrated Solutions
300 Sparks Street, Suite 400, Podium Building
Ottawa, Ontario
K1R 7S3

Before the time for bid closing of 14:00 local time as designated by Eastern Standard Time (EST), on the **16th day of September 2019 ("Bid Closing Date")**

1.1.4.2. Bids submitted after the above time for bid closing will not be considered.

1.1.4.3. Bids will not be opened in public. Bids shall be opened after the above time for bid closing.

1.1.4.4. Amendments to a submitted Bid will be permitted only if received via email on the bidder's letterhead prior to the above date and time for bid closing and if signed by the same party or parties who signed the Bid. A Bid amendment shall state the amount to be added to or deducted from the Bid Price.

1.1.4.5. All erasures, revisions or corrections to the Bidder's entries on the Bid Form shall be initialed by the Bidder.

1.2. Contract and Bid Documents

1.2.1. Definitions:

1.2.1.1. Contract Documents: As defined in the Contract;

1.2.1.2. Bid Documents: Instructions to Bidders, Bid Form, any Bid Form Supplements, other information issued for the benefit of Bidders to prepare and submit a Bid, and Contract Documents.

1.2.1.3. Bid Price: The monetary sum identified by the Bidder in the Bid Form.

1.2.1.4. All capitalized terms, unless otherwise defined, shall have the meanings assigned to them in the General Conditions included in the Contract Documents.

1.2.2. Availability:

1.2.2.1. Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidders shall immediately notify BGIS Global Integrated Solutions if the Bid

Documents are incomplete or upon finding discrepancies or omissions in the Bid Documents.

1.2.2.2. Enquiries & Addenda

1.2.2.2.1. All enquiries from Bidders regarding the Bid Documents must be in writing and submitted via email **no later than Wednesday, September 11th, 2019 to:**

Attention: **Cristina Jimenez**
Email: **Cristina.Jimenez@bgis.com**
BGIS Global Integrated Solutions
300 Sparks Suite, Suite 400, Podium Building
Ottawa, Ontario
K1R 7S3

1.2.2.2.2. Addenda may be issued by BGIS Global Integrated Solutions during the bidding period. All addenda become part of the Contract Documents. Include all costs of all addenda in Bid Price.

1.2.2.2.3. BGIS Global Integrated Solutions may, by addendum, modify, amend or revise any provision of this Tender, extend the Closing Time, Closing Date or any other scheduled dates relating to this Tender. BGIS Global Integrated Solutions shall not be responsible for any costs related to any delays in the Tender.

1.2.2.2.4. Verbal responses are only binding when confirmed by written addenda.

1.2.2.2.5. Information obtained from any other source may be inaccurate and is not binding on BGIS Global Integrated Solutions. Any attempt by a Bidder or any of its employees, agents, contractors or representatives to contact any person other than the BGIS Global Integrated Solutions contact person named above with respect to this Tender will entitle BGIS Global Integrated Solutions to disqualify the Bid of such Bidder.

1.2.2.2.6. Discrepancies between addenda and the original Bid Documents will be resolved in favour of the last-submitted addendum.

1.2.3. Alternatives during Bidding

1.2.3.1. Unsolicited:

1.2.3.1.1. Where the Bid Documents stipulate a particular Product, requests to use unsolicited alternatives made less than seven calendar days before the Bid Closing Date will not be considered by BGIS Global Integrated Solutions.

1.2.3.1.2. When a request to use an unsolicited alternative is made, BGIS Global Integrated Solutions may, in its sole discretion, approve the unsolicited alternative and in such circumstances will issue an addendum to known Bidders.

1.2.3.1.3. When requesting an alternative to specified Products, the Bidder shall include any changes required in the Work to accommodate such unsolicited alternative. A later claim by the Bidder for an addition to the Contract Price resulting from changes in the Work necessitated by use of unsolicited alternative Products will not be considered.

1.2.3.1.4. Unsolicited alternatives not approved in writing by BGIS Global Integrated Solutions prior to the Bid Closing Date shall not be included in the Bid Price.

1.2.3.1.5. Subject to Article 2.4.1.1 above, product or system alternatives proposed by Bidders at the time of bid closing may be considered by BGIS Global Integrated Solutions if submitted as an attachment to the Bid Form.

1.2.3.1.6. Requests for unsolicited alternatives submitted with the Bid Form will be evaluated by BGIS Global Integrated Solutions and either included in, or excluded from, the Contract. Subject to Article 2.4.1.1 above, BGIS Global Integrated Solutions will be the sole judge as to their acceptability.

1.2.3.1.7. Bidders shall provide complete information on revisions to other Work which will be required to accommodate each unsolicited alternative, together with the related dollar amount of all additions to, or reductions from, the Bid Price. The cost of each unsolicited alternative shall be provided net of costs of any other related changes required, so as to incorporate this into the Work.

1.2.3.2. Solicited:

1.2.3.2.1. Where alternatives are identified and described within the specification and Bid Form for pricing, BGIS Global Integrated Solutions reserves the right in its sole discretion whether to consider the alternatives and associated prices. Assessment of the bids shall be based on the compliant bid with the lowest price combination of the base bid and those alternatives accepted by BGIS Global Integrated Solutions

1.3. Site Assessment

1.3.1. Site Examination:

1.3.1.1. Bidders shall carefully examine the Place of the Work, and fully inform themselves of all existing conditions, limitations and difficulties that may arise during the execution of the Work including but not limited to any or all site specific health and safety, environmental and operational protocols.

1.3.1.2. The pre-bid **mandatory site visit** was scheduled on Wednesday, August 21st, at 1:00 p.m. (EST).

1.3.1.3. When a mandatory pre-bid meeting has been scheduled, failure of a Bidder to attend (if mandatory), properly register and remain present for the duration of the pre-bid meeting may result in their Bid being rejected at BGIS Global Integrated Solutions' sole discretion.

1.3.1.4. BGIS Global Integrated Solutions will not consider claims for additional payments during the execution of the Work, or at all, for extra Work, costs, damages or difficulties encountered resulting from conditions which were either visible or could be reasonably inferred from an examination of the Place of the Work prior to the submission of Bids.

1.3.2. Outage Requirement

1.3.2.1. BGIS Global Integrated Solutions shall inform during the pre-bid meeting if an Outage is required or not to perform the work.

1.3.2.2. Hydro One Networks Inc. determines when an "Outage" is required for work on a particular site to be executed. An Outage requires the turning off of power to the site and arrangements for backup power to be provided by an alternate source. This process requires considerable planning and scheduling on the part of Hydro One. Once the Outage request is approved by Hydro One, a specific date and time for the Outage will be determined.

1.3.2.3. If an Outage is required to perform the work, BGIS Global Integrated Solutions will initiate the Outage request with Hydro One once the successful bidder has been awarded the project.

1.3.2.4. The Outage request timeline requires 60 business days for planning and 3 business days for client approval to execute work.

1.3.2.5. If an Outage is required to perform the work, bidders shall schedule construction start 66 business days after the project award date or as otherwise directed by BGIS Global Integrated Solutions and/or Hydro One.

1.3.2.6. If an Outage is required the successful bidder shall ensure that they are on site and start Work on that schedule date of the Outage.

1.3.2.7. BGIS Global Integrated Solutions and Hydro One have the right to cancel the Outage at any time for any reason they see fit. The successful bidder will stop Work accordingly. Potential impacts to the project schedule will be assessed as to their reasonableness and validity. Costs incurred for stopping work in the short term (less than five working days) will not be allowed.

1.3.2.8. Should the cancellation of an Outage occur while Work is in progress and remain cancelled for more than five business days, then claims for demobilization and remobilizations will be assessed as per the CCDC contract. At no time in any way whatsoever will claims or costs of any kind be entertained or approved for claims of lost opportunity costs or liquidated damages as a result of the delay or cancellation of the Outage and or project.

1.3.2.9. Should the project be cancelled as a result of an Outage being cancelled and Hydro One is unable to reschedule the Outage, costs for demobilization will be assessed as per the contract.

1.3.3. Labour Requirement General Conditions

1.3.3.1. BGIS Global Integrated Solutions has acknowledged and agreed to all the documents within Appendix L. The bidder acknowledges that should they be successful in being awarded the Work, that as the successful bidder they hereby also agree to abide by and be obligated to all the same terms and conditions with respect to all the documents.

1.3.3.2. The bidder agrees to indemnify and hold harmless BGIS Global Integrated Solutions, from any and all claims whatsoever that may be caused by, or occurred as a result of, the successful bidder's negligence or failure to abide by any or all of the terms and conditions as outlined in the documents.

1.3.3.3. The bidder agrees that any and all costs whatsoever, that may be incurred by BGIS Global Integrated Solutions as a result of the successful bidder's negligence or failure to abide by any or all of the terms and conditions as outlined in the documents contained in Appendix L, will be directly chargeable to, and paid for by, the successful bidder.

1.3.3.4. Bidders are to visit the Hydro One Labour Requirements website to view the applicable collective agreements and wage schedules.
http://www.hydroone.com/DoingBusiness/Pages/LabourRequirements.aspx

1.4. Bid Enclosures and Requirements

1.4.1. Taxes

1.4.1.1. Unless specifically excluded by the Contract Documents, Bidders shall exclude all applicable government taxes in the Bid Price.

1.4.2. Scheduled Completion

1.4.2.1. Bidders shall state in the Bid Form the time duration required to attain Substantial Performance of the Work and Total Performance of the Work.

1.4.2.2. Total Performance of the Work is proposed to be on November 30th, 2019. Time to be confirmed with winning proponent. The winning proponent can propose an earlier date if so desired.

1.4.2.3. Consideration will be given to the time durations indicated in Article 1.4.2.1 and 1.4.2.2 when reviewing submitted Bids.

1.5. Offer, Acceptance or Rejection

1.5.1. Delivery of Bid

1.5.1.1. Each Bid must be submitted via email to the project manager listed above within the bid period and also clearly identifying the Bidder's name, project name, location and BGIS Global Integrated Solutions project number. The Bid Form must be fully completed, signed under seal, dated and submitted in a clear and legible manner. Incorporated companies shall affix their corporate seal under the hand of their duly authorized officer(s). Signatures and all other entries shall be written in ink. Photocopied signatures and other entries are not acceptable. All applicable blank spaces in the Bid Documents must be filled in. All Bid Form Supplements are to be completed and included with the Bid. Bids for Work shall include:

1.5.1.1.1. a bid bond from a duly licensed surety company or a bid deposit (e.g., bank draft, certified cheque or letter of credit) totalling 10% of the Bid value. Such bid bond or bid deposit shall be in a commercially reasonable form and name BGIS Global Integrated Solutions as beneficiary; The cost of the bond must be included in the tender;

1.5.1.1.2. an agreement from a duly licensed surety company to provide final security in the form (as prescribed in the Contract) of a performance bond and a labour and materials payment bond in respect of the Work; in accordance with the Contract (see subparagraph 11.2.3.2 of Supplementary Condition 11.2 – BONDS) totalling 50% of the value of the Contract. Such agreements or undertaking must be in a commercially reasonable form and name BGIS Global Integrated Solutions as beneficiary; The cost of the bond must be included in the tender;

1.5.1.2. Bid bonds, bid deposits, agreements to provide a performance bond and a labour and materials payment bond, and written Bidder undertakings deemed commercially unreasonable by BGIS Global Integrated Solutions in its sole discretion may render a Bid non-compliant.

1.5.1.3. Submit the following Bid Form Supplements with the Bid Form:

Appendices – as checked below:

Appendix	Name	Yes/No
Appendix "B"	List of Subcontractors and Price Breakdown	☒
Appendix "C"	List of Unit Prices	☐
Appendix "D"	List of Alternative Prices	☐
Appendix "E"	List of Itemized Prices	☒
Appendix "F"	List of Separate Prices	☐
Appendix "G"	List of Cash Allowances	☒
Appendix "H"	BGIS General Conditions & Acknowledgement Form	☒
Appendix "K"	BGIS Global Integrated Solutions Contractor Health, Safety and Environmental Policy Handbook and Acknowledgement Form (CORP-HS-10730)	☒
Appendix "L"	HONI & BGIS Labour Requirements	☒
Appendix "M"	BGIS General Terms & Conditions – Project Delivery Contractor/Supplier	☒

Submit proof of WSIB letter of good standing and copy of Insurance Certificate for general liability insurance, having a limit of no less than $5,000,000 per occurrence and with BGIS Global Integrated Solutions and HYDRO ONE NETWORKS INC listed as additional insured. In addition, the selected Consultant agrees to abide by owner's Terms and Conditions (attached), and by owner's Health, Safety, and Environmental Policy for Consultants (attached).	☒
Submit Professional errors and omissions insurance, with a limit of not less than two million dollars ($5,000,000) for all claims (in the aggregate).	☒
Submit Comprehensive general liability insurance with a combined single limit of five million dollars ($5,000,000) per occurrence for personal injury (including death) and property damage. The policy shall cover all operations of the Consultant, products, services and completed operations, non-owned automobile, contractual liability and liability specifically assumed under this Agreement. BGIS Global Integrated Solutions and HYDRO ONE NETWORKS INC. shall be added to the policy as an additional named insured, and an unqualified statement giving "BGIS Global Integrated Solutions" thirty (30) days written notice of any change to or cancellation of the policy;	☒
Submit Certificate of Vehicle Liability Insurance for non-owned vehicles with limitations of not less than $5,000,000.00 with "BGIS Global Integrated Solutions" and HYDRO ONE NETWORKS INC. as additional named insured and an unqualified statement giving "BGIS Global Integrated Solutions" thirty (30) days written notice of any change to or cancellation of the policy. If Company has no non-owned vehicles, or if non-owned vehicles are not to be used in the performance of the Work/Services, please provide a written statement to this affect;	☒

1.5.1.4. Bid bond or bid deposit **(must be included with the tender)** in accordance with Article 1.5.1.1.1;

1.5.1.5. Agreement to provide final security **(for Work valued at $100,000.00 or greater)** in accordance with Article 1.5.1.1.2;

1.5.1.6. Agreement to acknowledge and accept the BGIS Global Integrated Solutions Contractor Health, Safety and Environmental Policy Contractor Handbook.

1.5.1.7. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind may, at BGIS Global Integrated Solutions sole discretion, be declared non-compliant.

1.5.1.8. Bids with Bid Forms and Bid Form Supplements which are improperly prepared may, at BGIS Global Integrated Solutions sole discretion, be declared non-compliant.

1.5.1.9. Bids based upon an unreasonable time duration for the completion of the Work may, at BGIS Global Integrated Solutions sole discretion, be declared non-compliant.

1.5.1.10. All submitted Bids and supporting documentation become the property of BGIS Global Integrated Solutions and will not be returned except for bid bonds and bid deposits at expiration of bid irrevocability period or upon award of the contract.

1.5.2. Duration of Offer

1.5.2.1. Bids shall be irrevocable and remain open to acceptance for a period of ninety (90) days from the Bid Closing Date.

1.5.3. Acceptance of Offer

1.5.3.1. The lowest or any Bid will not necessarily be accepted.

1.5.3.2. Notwithstanding anything else contained in the Bid Documents, BGIS Global Integrated Solutions reserves the right to exercise complete and unfettered discretion

in all aspects of the conduct of the Bid process, the assessment and evaluation of Bids, including the determination of criteria, the ranking of Bidders and the selection of a successful Bidder without incurring any liability whatsoever to any Bidder, including any liability for costs, losses or damages and without giving any reasons therefore.

1.5.3.3. Without limiting the generality of the foregoing, BGIS Global Integrated Solutions, in its sole and absolute discretion:

1.5.3.3.1. Reserves the right to accept or reject any or all of the Bids;

1.5.3.3.2. Reserves the right to evaluate, accept or reject any Bid, whether or not completed properly and whether or not it contains all required information or is otherwise non-compliant, and BGIS Global Integrated Solutions is not bound to evaluate, accept or reject any Bid;

1.5.3.3.3. Reserves the right, after the selection of the successful Bidder, to negotiate and finalize any changes, amendments, or modifications to the Bid of the successful Bidder as submitted or to the Contract, without offering other Bidders the opportunity to amend their Bids.

1.5.3.3.4. Reserves the right to not be bound to explain any decision to the Bidder(s). BGIS Global Integrated Solutions may, at its own discretion, release the name of the successful Bidder.

1.5.3.4. Bidders expressly waive any right to make any claim against BGIS Global Integrated Solutions or any matter arising from BGIS Global Integrated Solutions exercising its rights as stated above.

1.5.3.5. After acceptance by BGIS Global Integrated Solutions, the successful Bidder will be notified in writing.

1.5.3.6. BGIS Global Integrated Solutions reserves the right, before awarding the Contract, to require the successful Bidder to submit such evidence of qualifications as it may deem necessary and acceptable, including without limitation the technical, financial or other qualifications and abilities of the Bidder.

1.5.3.7. The selection of a Bid shall not, by itself, bind BGIS Global Integrated Solutions in any way unless and until BGIS Global Integrated Solutions and the successful Bidder have executed the Contract. In the event that the successful Bidder fails to sign, refuses to sign or to commence with the Contract within the time prescribed by BGIS Global Integrated Solutions, or otherwise fails to comply with its obligations under the Bid Documents, BGIS Global Integrated Solutions shall in its sole discretion be entitled to:

1.5.3.7.1. cancel the award of the Contract, and award the Contract to another Bidder;

1.5.3.7.2. claim the Bid bond or deposit, if any;

1.5.3.7.3. not accept any Bid;

1.5.3.7.4. issue a new Tender.

1.5.3.8. BGIS Global Integrated Solutions may disqualify the Bids of parties with whom BGIS Global Integrated Solutions or Hydro One Networks Inc. is engaged in any form of a dispute (or reasonably anticipates to be).

1.5.4. Insurance

1.5.4.1. The Contractor shall, at its own cost and expense, procure and maintain in force for the duration of this Agreement:

1.5.4.1.1. Contractor Valid Certificate of Clearance from Workers' Safety and Insurance for the Province(s) in which the said Work/Service is to be performed.

1.5.4.1.2. Contractor Comprehensive general liability insurance with a combined single limit of five million dollars ($5,000,000) per occurrence for personal injury (including death) and property damage. The policy shall cover all operations of the Contractor, products, services and completed operations, non-owned automobile, contractual liability and liability specifically assumed under this Agreement. BGIS Global Integrated Solutions and Hydro One Networks Inc. shall be added to the policy as an additional named insured, and an unqualified statement giving “BGIS Global Integrated Solutions” thirty (30) days written notice of any change to or cancellation of the policy;

1.5.4.1.3. Contractor Certificate of Vehicle Liability Insurance for non-owned vehicles with limitations of not less than $5,000,000.00 with “BGIS Global Integrated Solutions” and Hydro One Networks Inc. as additional named insured and an unqualified statement giving “BGIS Global Integrated Solutions” thirty (30) days written notice of any change to or cancellation of the policy. If Company. has no non-owned vehicles, or if non-owned vehicles are not to be used in the performance of the Work/Services, please provide a written statement to this affect;

1.5.4.1.4. All policies to be maintained by the Contractor pursuant to Subsection 10.1 hereof will ENDEAVOUR TO MAIL to provide BGIS GLOBAL INTEGRATED SOLUTIONS with thirty (30) days’ prior written notice in the event of cancellation, termination or expiration (for non-renewal or otherwise) of the policies.

1.5.4.1.5. The Contractor will deliver to BGIS GLOBAL INTEGRATED SOLUTIONS prior to the execution date hereof a certificate or certificates of insurance as evidence that the required coverages are in effect.

1.5.4.1.6. The Contractor will (if applicable) carry employer’s liability insurance and ensure that all of its workers are covered by Worker’s Compensation Insurance or any other similar legislative scheme in force in any jurisdiction where the Services are performed or provided.

1.5.5. Articles of Agreement:

1.5.5.1. Owner will issue a Purchase Order to the successful Contractor for the specific project. The Contractor’s response to this request and owner’s Terms and Conditions will form the basis for specific work to be performed by the successful qualified construction firm.

1.5.5.2. It must be understood by each Proponent that even though a Contractor’s submission has been selected, the project that they may be awarded may not proceed and continue through to total completion, that the Owner has the right to terminate the Contractor’s involvement in any project with proper notice at any point in the process, and that there is no guarantee of full fees or full completion of the project.

END OF INSTRUCTIONS TO BIDDERS

2. NOTICE OF NO BID FORM

IMPORTANT – PLEASE READ THIS

It is important that BGIS Global Integrated Solutions receive a reply from all invited Bidders. Should you be unwilling or unable to submit a Bid, returning this completed form will assist BGIS Global Integrated Solutions in calling for future bids.

Project Name: LINDSAY OC – Building Upgrades Program
Project Number: HON2143868

Please state your reason for not bidding by checking the applicable line(s) or by explaining briefly in the space provided. It is not necessary to return any other Bid Documents. Please return this completed form prior to the time for bid closing. Returning this form only via email is acceptable.

1. We do not have the experience necessary to complete the Project Work ☐
2. We do not manufacture/supply this commodity ☐
3. We do not manufacture/supply to the stated specifications ☐
4. Specification/information is not sufficiently defined ☐
5. Unable to bid competitively ☐
6. Cannot handle due to present work load ☐
7. Quantity/job too large ☐
8. Quantity/job too small ☐
9. Cannot meet delivery/completion time requirements ☐
10. Insufficient time to prepare bid ☐
11. Licensing restrictions ☐
12. Agreements with distributors/dealers do not permit us to sell direct ☐
13. Other Reasons for not Bidding – please state: _____

_____

Do you wish to bid on similar goods/services/projects in the future? Yes☐ No ☐

Company Name:_____
Type of Business:_____
Address:_____
Telephone:_____
Date:_____

Signature of Company Representative:_____

Position:_____

END OF NO BID FORM

3. BID FORM

Project/Contract: **LINDSAY OC – Building Upgrades Program**
Hydro One – Lindsay Operations Centre
40 Denniston Street, Lindsay, ON, K9V 5M5

Form (Bidder):

_____
Company Name

_____
Street Address or Postal Box Number

_____
City/Town, Province and Postal Code

To (Owner):

BGIS Global Integrated Solutions
300 Sparks Street, Suite 400, Podium Building
Ottawa, Ontario
K1R 7S3

Attention: Cristina Jimenez
Cristina.Jimenez@bgis.com
613.315.4735

WE, the undersigned, having examined the Bid Documents for the above-named Project/Contract, including addendum number(s) ____ to _____, and having carefully examined the Place of the Work and fully informed ourselves of existing conditions, limitations and difficulties that may arise during the execution of the Work, hereby offer to perform the Work in a sound, careful and workmanlike manner, complete in all respects to the entire satisfaction of BGIS Global Integrated Solutions, and in accordance with all the terms and conditions of the Bid Documents for the stipulated (base bid) price of:

$ _____ (In Canadian dollars) Plus Value added Taxes of
(Amount in Figures)

$ _____ (In Canadian dollars) for a Total Stipulated Price of
(Amount in Figures)

$ _____ (In Canadian dollars) including Value Added Taxes
(Amount in Figures)

We, the undersigned declare that:

1. We agree to perform the Work within the required completion times specified in the Bid Documents (or if no such times are specified, to attain Substantial Performance of the Work before _____ and total completion of the Work before _____);
2. We have arrived at this Bid without collusion with any competitor;

3. this Bid is open for acceptance by BGIS Global Integrated Solutions for a period of ninety (90) days from the Bid Closing Date;
4. All Bid Form Supplements called for by the Bid Documents form an integral part of this Bid; and
5. We agree to provide signed acknowledgement and acceptance of the BGIS Global Integrated Solutions Confidentiality and Non-Disclosure Agreement (appendix I) prior to commencement of the work if awarded.
6. We agree to provide signed acknowledgement and acceptance of the BGIS Global Integrated Solutions Indemnification Form (appendix J) prior to commencement of the work if awarded.
7. We agree to provide signed acknowledgement and acceptance of the BGIS Global Integrated Solutions Contractor Health, Safety and Environmental Policy Handbook (appendix K) prior to commencement of the work if awarded.
8. We agree to provide signed acknowledgement and acceptance of the BGIS Global Integrated Solutions Labour Requirements (appendix L) prior to commencement of the work if awarded
9. We agree to provide signed acknowledgement and acceptance of the BGIS Global Integrated Solutions Terms and Conditions (appendix M) prior to commencement of the work if awarded.

Company Name

Name and title of authorized signing officer Email:

Signature of authorized signing officer Mobile Contact

Name of Witness

Signature of Witness

Name and title of authorized signing officer

Signature of authorized signing officer

Name of Witness

Signature of Witness

Dated this day of , 2019

Note: Affix corporate seal as required by Bid Documents

END OF BID FORM

4. LIST OF BID DOCUMENTS

4.1. The Following is a list / description of the Bid Documents for this project:

4.1.1. Instruction to bidders;

4.1.2. Notice of No Bid Form;

4.1.3. Bid Form;

4.1.4. List of Bid Documents

4.1.5. Additional Appendices – as checked:

Appendix	Name	Yes/No
Appendix "B"	List of Subcontractors and Price Breakdown	☒
Appendix "C"	List of Unit Prices	☐
Appendix "D"	List of Alternative Prices	☐
Appendix "E"	List of Itemized Prices	☒
Appendix "F"	List of Separate Prices	☐
Appendix "G"	List of Cash Allowances	☒
Appendix "H"	BGIS General Conditions & Acknowledgement Form	☒
Appendix "K"	BGIS Global Integrated Contractor Health, Safety and Environmental Policy Handbook and Acknowledgement Form (CORP-HS-10730)	☒
Appendix "L"	HONI & BGIS Labour Requirements	☒
Appendix "M"	BGIS General Terms and Conditions – Project Delivery Contractor/Supplier	☒
Submit proof of WSIB letter of good standing and copy of Insurance Certificate for general liability insurance, having a limit of no less than $5,000,000 per occurrence and with BGIS Global Integrated Solutions and HYDRO ONE NETWORKS INC listed as additional insured. In addition, the selected Consultant agrees to abide by owner's Terms and Conditions (attached),and by owner's Health, Safety, and Environmental Policy for Consultants.(attached)		☒
Submit Professional errors and omissions insurance, with a limit of not less than two million dollars ($5,000,000) for all claims (in the aggregate).		☒
Submit Comprehensive general liability insurance with a combined single limit of five million dollars ($5,000,000) per occurrence for personal injury (including death) and property damage. The policy shall cover all operations of the Consultant, products, services and completed operations, non-owned automobile, contractual liability and liability specifically assumed under this Agreement. BGIS Global Integrated Solutions and HYDRO ONE NETWORKS INC. shall be added to the policy as an additional named insured, and an unqualified statement giving "BGIS Global Integrated Solutions" thirty (30) days written notice of any change to or cancellation of the policy;		☒
Submit Certificate of Vehicle Liability Insurance for non-owned vehicles with limitations of not less than $5,000,000.00 with "BGIS Global Integrated Solutions" and HYDRO ONE NETWORKS INC. as additional named insured and an unqualified statement giving "BGIS Global Integrated Solutions" thirty (30) days written notice of any change to or cancellation of the policy. If Company has no non-owned vehicles, or if non-owned vehicles are not to be used in the performance of the Work/Services, please provide a written statement to this affect;		☒

4.1.6. CCDC 2 – 2008 Reference Documents

4.1.6.1. Agreement Form between Owner and Contractor

4.1.6.2. Definitions

4.1.6.3. General Conditions of the Stipulated Bid Contract

4.1.7. Supplementary Articles

4.1.8. Supplementary Definitions

4.1.9. Supplementary Conditions

END OF LIST OF BID DOCUMENTS

5. LIST OF SUBCONTRACTORS AND PRICE BREAKDOWN

5.1. This Appendix shall form an integral part of the Bid Form.

5.2. No changes to the List of Subcontractors will be allowed without the BGIS Global Integrated Solutions express written permission.

5.3. List each subcontractor by his firm's proper legal designation, and indicate whether his business is carried on as an individual, partnership, or limited company.

5.4. The undersigned submits that in proposing the subcontractors named below, he has fully consulted each and has ascertained to his complete satisfaction that those named are acquainted with the extent and nature of the work involved and of the proposed construction schedule, and that they will execute their work to conform to the requirements of the Contract Documents.

5.5. The following are the Subcontractors which the undersigned proposes for the performance of the Work inclusive of their price to perform the Work (Price is excluding Value Added Taxes).

Item	Description of Work	Amount Included In Stipulated Sum Tender Price
Demolition (Removals)		$_____
General Construction		$_____
Asbestos Abatement		$_____
	Grand Total:	$_____

Schedule:

Mobilization in: _____ **Days from award**

Construction Duration: _____ **weeks**

Construction/Substantial Completion: _____

Demobilization and Total Completion: _____

Minimum Number of Workers on Site: _____

END OF LIST OF SUBCONTRACTORS AND PRICE BREAKDOWN

6. APPENDIX “H” - BGIS GENERAL CONDITIONS & ACKNOWLEDGEMENT FORM”

7. APPENDIX “K” - BGIS GLOBAL INTEGRATED CONTRACTOR HEALTH, SAFETY AND ENVIRONMENTAL POLICY HANDBOOK AND ACKNOWLEDGEMENT FORM (CORP-HS-10730)

8. APPENDIX “L” - HONI & BGIS LABOUR REQUIREMENTS

9. APPENDIX “M” - BGIS GENERAL TERMS AND CONDITIONS – PROJECT DELIVERY CONTRACTOR/SUPPLIER

10. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

10.1. The “Agreement Between Owner and Contractor” forming part of Standard Construction Document CCDC 2 – 2008 shall in its entirety constitute the Agreement Form Between Owner and Contractor for the Contract and subject to the Instructions to Bidders be executed by BGIS Global Integrated Solutions and the Contractor.

10.2. Definitions

10.2.1. The “Definitions” forming part of Standard Construction Document – CCDC 2 – 2008 shall in its entirety as amended by the Supplementary Conditions herein constitute the Definitions of the Contract.

10.3. General Agreement, General Definitions and General Conditions of the Stipulated Price Contract

10.3.1. The Agreement, Definitions and General Conditions of the Stipulated Price Contract forming part of Standard Construction Documents – CCDC 2 -2008 shall in its entirety as amended by the Supplementary Articles, Supplementary Definitions and Supplementary Conditions herein constitute the General Conditions of the Stipulated Price Contract of the Contract.

10.4. A copy of CCDC 2-2008 is available for review at BGIS Global Integrated Solutions office or local Construction Association office.