



**Invitation to Tender
for
Replacement of C-Wing Windows**

Invitation to Tender No.: **M12-114-2024**

Issued: **April 23 2024**

Submission Deadline: **May 7 2024 2:00:00 PM local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

1.1.1 Invitation

This Invitation to Tender (the “ITT”) is an invitation by The Mohawk College of Applied Arts and Technology (the “College”) to prospective bidders to submit bids for the **Replacement of C-Wing Windows**, as further described in Section A of the ITT Particulars (Appendix B) (the “Deliverables”).

1.1.2 Bidder Must Be Single Entity

The bidder must be a single legal entity that, if selected, intends to enter into the contract with the College. If the bid is being submitted jointly by two (2) or more separate entities, the bid must identify only one (1) of those entities as the “bidder”. The bidder will be responsible for the performance of the Deliverables.

1.1.3 Bidding System Registration

All bidders must have a vendor account with the College’s electronic bidding system at: <https://mohawkcollege.bonfirehub.ca> (the “BonfireHub”). This will enable the bidder to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda, and submit their bid electronically through BonfireHub.

1.2 ITT Contact

To contact the College in relation to this ITT, bidders must initiate the communication electronically through BonfireHub. The College will not accept any bidder’s communications by any other means, except as specifically stated in this ITT.

For the purposes of this procurement process, the “ITT Contact” will be:

Whitney Sharpe, Procurement Manager rfx@mohawkcollege.ca

Bidders should only contact the ITT Contact where specifically instructed to in this ITT. All other communication in relation to this ITT, up to and including the submission of the bid, must be through BonfireHub, as described above.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the College, other than the ITT Contact, concerning matters regarding this ITT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected bidder will be required to enter into an agreement with the College for the provision of the Deliverables in the form attached as Appendix A to the ITT (the “Agreement”).

1.3.2 Term of Contract

The term of the Agreement will be in effect until the completion of the Deliverables.

1.4 ITT Timetable

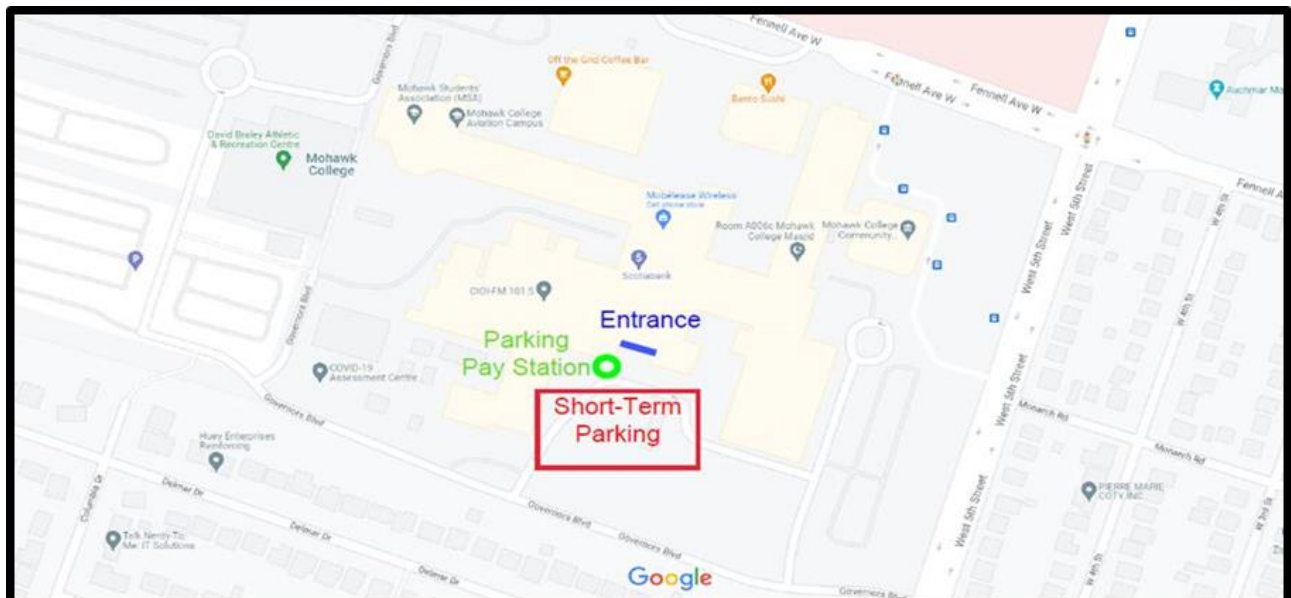
1.4.1 Key Dates

Issue Date of ITT	04/23/2024
Site Visit / Pre-Bid Meeting	04/26/2024 10:00am local time
Deadline for Questions	04/30/2024 11:59:59 PM local time
Deadline for Issuing Addenda	05/2/2024 11:59:59 PM local time
Submission Deadline	05/7/2024 2:00:00 PM local time
Anticipated Execution of Agreement	05/10/2024
Irrevocability Period	60 calendar days

The ITT timetable is tentative only and may be changed by the College at any time.

1.4.2 Site Visit / Pre-Bid Meeting

Bidders to report to the South entrance of C-Wing at the Fennell Campus located at 135 Fennell Ave W, Hamilton, ON L9C 0E5. Bidders are required to pay for parking. It is strongly recommended that all bidders attend this site meeting. Bidders will not have another opportunity to meet and visit the site with the college representatives. They shall not claim at any time after submission of their tender that there was any misunderstanding of the terms and conditions of the contract related to site conditions.





1.5 Submission Instructions

1.5.1 Submission of Bids

The College uses a web portal tool through an electronic platform known as “Bonfire” (the “BonfireHub”) for electronic submissions. Bids must be submitted electronically through BonfireHub at:

<https://mohawkcollege.bonfirehub.ca>

Submissions by other methods will not be accepted.

In the event of any technical issues, bidders should contact BonfireHub’s technical support at Support@GoBonfire.com or visit Bonfire’s website at www.Bonfire.com or its help forum at <https://bonfirehub.zendesk.com/hc> for questions relating to the use of the BonfireHub. Each bidder is solely responsible to ensure it has the appropriate software to access and download contents from BonfireHub.

1.5.2 Bids to Be Submitted on Time

Bids must be finalized and fully uploaded in BonfireHub on or before the Submission Deadline. The time of receipt of bids shall be determined by BonfireHub web clock. Late submissions will not be accepted by BonfireHub and will be disqualified as late.

Bidders are cautioned that the timing of submission is based on when the bid is received by BonfireHub, not when a bid is submitted by a bidder. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, bidders should plan to submit bids well in advance of the Submission Deadline to avoid submitting late due to technical issues. Bidders submitting near the Submission Deadline do so at their own risk.

BonfireHub will send a confirmation email to the bidder advising when the bid was submitted successfully. If you do not receive a confirmation email, contact BonfireHub's technical support immediately.

1.5.3 Bids to Be Submitted in Prescribed Format

Bid materials should be prepared and submitted in accordance with the instructions in BonfireHub, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.5.4 Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the amended bid is received by BonfireHub by the Submission Deadline.

1.5.5 Withdrawal of Bids

Prior to the Submission Deadline, bidders may withdraw a submitted bid through BonfireHub.

1.5.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for the Irrevocability Period, as specified in the ITT Timetable, running from the moment that the Submission Deadline passes.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The College will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the College, be rejected. The mandatory submission requirements are listed in Section C of the ITT Particulars (Appendix B).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the ITT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the College, be rejected. The mandatory technical requirements are listed in Section D of the ITT Particulars (Appendix B).

2.4 Stage III – Pricing

Stage III will consist of evaluating the submitted pricing of each compliant bid in accordance with the evaluation method set out in Section F of the ITT Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a bidder's pricing appears to be abnormally low in relation to the Deliverables, the College may require the bidder to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the bidder is unable to satisfactorily account for the abnormally low pricing, the College may reject the bid. The College may also reject any bid that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing, which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Selection of Lowest Compliant Bidder

Subject to the College's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement. In the event of a tie, the selected bidder will be determined by way of a coin toss.

2.6 Notice to Bidder and Execution of Agreement

Notice of selection by the College to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section E of the ITT Particulars (Appendix B), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the College and may be waived by the College.

2.7 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the College may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to the College.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS

3.1 General Information and Instructions

3.1.1 ITT Incorporated into Bid

All of the provisions of this ITT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in this ITT, including the terms of the Agreement in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this ITT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the bid.

3.1.2 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this ITT. Where information is requested in this ITT, any response made in a bid should reference the applicable section numbers of this ITT.

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed format, and the content of websites or other external documents referred to in the bidder's bid, but not attached, will not be considered to form part of its bid.

3.1.5 Past Performance

In the evaluation process, the College may consider the bidder's past performance or conduct on previous contracts with the College or other institutions.

3.1.6 Information in ITT Only an Estimate

The College and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this ITT or issued by way of addenda. Any quantities shown or data contained in this ITT or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this ITT.

3.1.7 Bidders to Bear Their Own Costs

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

3.1.8 Bid to be Retained by the College

The College will not return the bid or any accompanying documentation submitted by a bidder.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

The College makes no guarantee of the value or volume of work to be assigned to the selected bidder. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The College may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of ITT

3.2.1 Bidders to Review ITT

Bidders shall promptly examine all of the documents comprising this ITT, and

- (a) shall report any errors, omissions, or ambiguities; and
- (b) may direct questions or seek additional information

in writing through BonfireHub on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The College is under no obligation to provide additional information and the College is not responsible for any information provided by or obtained from any source other than the ITT Contact or BonfireHub. It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear. The College shall not be responsible for any misunderstanding on the part of the bidder concerning this ITT or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This ITT may be amended only by addendum in accordance with this section. If the College, for any reason, determines that it is necessary to provide additional information relating to this ITT, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by the College.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the College determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the College may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify and Clarify

When evaluating bids, the College may request further information from the bidder or third parties in order to verify or clarify the information provided in the bidder's bid. The response received by the College shall, if accepted by the College, form an integral part of the bidder's bid.

3.3 Notification and Debriefing

3.3.1 Notification to Other Bidders

Once the Agreement is executed by the College and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the ITT Contact and must be made within sixty (60) days of such notification. The ITT Contact will contact the bidder's representative to schedule the debriefing. Debriefings may occur in person at the College's location or by way of conference call or other remote meeting format as prescribed by the College.

3.3.3 Procurement Protest Procedure

Any bidder with concerns about the ITT process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the bidder wishes to challenge the ITT process, it should provide written notice to the ITT Contact within ten (10) days of debriefing and in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the bidder wishes to challenge;
- (b) a clear explanation of the bidder's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the bidder's contact details, including name, telephone number, and email address.

The College will send an initial response to acknowledge receipt of the bidder's notice and indicate the date by which the College will provide the bidder with a formal response.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this ITT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the ITT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - (i) having or having access to confidential information of the College in the preparation of its bid that is not available to other bidders;
 - (ii) having been involved in the development of the ITT, including having provided advice or assistance in the development of the ITT;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the ITT;
 - (iv) communicating with any person with a view to influencing preferred treatment in the ITT process (including, but not limited to, the lobbying of decision-makers involved in the ITT process); or

- (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive ITT process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the bidder's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The College may disqualify a bidder for any conduct, situation, or circumstances determined by the College, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the College may be precluded from participating in the ITT process in instances where the College has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

The College may disqualify a bidder, rescind a notice of selection, or terminate a contract subsequently entered into if the College determines that the bidder has engaged in any conduct prohibited by this ITT.

3.4.4 Prohibited Bidder Communications

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Bidder Not to Communicate with Media

Bidders must not, at any time directly or indirectly, communicate with the media in relation to this ITT or any agreement entered into pursuant to this ITT without first obtaining the written permission of the ITT Contact.

3.4.6 No Lobbying

Bidders must not, in relation to this ITT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected bidder(s).

3.4.7 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the College; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this ITT.

3.4.8 Supplier Suspension

The College may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the College's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the College, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the College will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the College in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of the College

All information provided by or obtained from the College in any form in connection with this ITT either before or after the issuance of this ITT:

- (a) is the sole property of the College and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this ITT and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the College; and
- (d) must be returned by the bidder to the College immediately upon the request of the College.

3.5.2 Confidential Information of Bidder

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the College. The confidentiality of

such information will be maintained by the College, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the College to advise or assist with the ITT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to the ITT Contact.

For greater certainty, bidders are advised that the College may be required to disclose the ITT documents and a part or parts of any bid pursuant to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended from time to time ("FIPPA") or in order to comply with the College's policies or other Governing Law.

Subject to the provisions of FIPPA, the College will use commercially reasonable efforts to safeguard the confidentiality of any information identified by the bidder as confidential but will not be liable in any way whatsoever to any bidder if such information is disclosed based on an order or decision of the Information and Privacy Commissioner, or otherwise as required under Governing Law. Bidders are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their bids.

The College may disclose the name and address of the selected bidder and the value and term of the contract, including any pricing information provided by a bidder in its bid.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the College

The College reserves the right to

- (a) make public the names of any or all bidders;
- (b) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addendum in the manner set out in this ITT;
- (c) request written verification or clarification from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this ITT, consider any other relevant information that arises during this ITT process;
- (e) reject a bid that contains abnormally low or unbalanced pricing;
- (f) waive formalities and accept bids that substantially comply with the requirements of this ITT;
- (g) verify with any bidder or with a third party any information set out in a bid;
- (h) check references other than those provided by any bidder;

- (i) disqualify a bidder, rescind a notice of selection, or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (j) select a bidder other than the bidder whose bid reflects the lowest cost to the College;
- (k) cancel this ITT process at any stage;
- (l) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;
- (m) accept any bid in whole or in part; or
- (n) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that

- (a) neither the College nor any of its employees, officers, agents, elected or appointed officials, advisors, or representatives will be liable, under any circumstances, for any claim arising out of this ITT process, including, but not limited to, costs of preparation of the bid, loss of profits, loss of opportunity, or for any other claim; and
- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit, or loss of opportunity by reason of the College's decision to not accept the bid submitted by the bidder, to enter into an agreement with any other bidder, or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the ITT Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the College; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

See the CCDC2 - 2020 agreement and Supplementary Conditions posted in BonfireHub

APPENDIX B – ITT PARTICULARS

A. THE DELIVERABLES

Replacement of C-Wing Windows

Window replacements throughout Mohawk College's Fennell Campus C-Wing. This involves the removal and replacement of window units, building envelope systems and the related components as specified and detailed in the accompanying engineering drawings and specifications as issued by J.L. Richards in Schedule 1 to Appendix B.

Work will need to be completed afterhours where staff and students cannot be relocated.

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

Each bid must include a Submission Form (Appendix C) completed and signed by an authorized representative of the bidder.

2. Pricing

Each bid must include pricing information that complies with the instructions set out below in Section F of this Appendix B.

3. Bid Security

N/A

4. Other Mandatory Submission Requirements

Bidders must complete and submit a Schedule in Gantt Chart Format

Bidders must complete and submit Key Personnel (Appendix D).

Bidder must complete and submit Subcontractors (Appendix E)

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

Insurance is required as referred Appendix A - Insurance of the CCDC2 – 2020 Stipulated Price Contract Part 11.

F. PRICE EVALUATION METHOD

Pricing will be evaluated based on lowest stipulated sum.

Instructions on How to Provide Pricing

- (a) Bidders should submit their pricing information electronically within BonfireHub, and in accordance with the instructions tab on BonfireHub.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Required Pricing Information

Refer to Requested Pricing (Appendix F) for format to be submitted in BonfireHub.

APPENDIX C – SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one (1) person to be the bidder’s contact for the ITT process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Email:	

2. Offer

The bidder has carefully examined the ITT documents and has a clear and comprehensive knowledge of the Deliverables required under the ITT. By submitting a bid, the bidder agrees and consents to the terms, conditions, and provisions of the ITT, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its bid.

3. Rates

The bidder has submitted its rates in accordance with the instructions in the ITT. The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The bidder is deemed to have read and accepted all addenda issued by the College prior to the Deadline for Issuing Addenda. The onus is on bidders to make any necessary amendments to their bids based on the addenda.

5. Communication with Competitors

For the purposes of this ITT, the word "competitor" includes any individual or organization, other than the bidder, whether or not related to or affiliated with the bidder, who could potentially submit a response to this ITT.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the bidder declares that:

- (a) it has prepared its bid independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors, or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a bid; or
 - (v) the submission of a bid which does not meet the mandatory technical requirements or specifications of the ITT; and
- (b) it has not disclosed details of its bid to any competitor and it will not disclose details of its bid to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the bidder has communicated or intends to communicate with one (1) or more competitors about this ITT or its bid, the bidder discloses below the names of those competitors and the nature of, and reasons for, such communications:

6. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this ITT.

7. Conflict of Interest

The bidder must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the ITT. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of the College within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the ITT.

Otherwise, if the statement below applies, check the box.

- The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the ITT.

If the bidder declares an actual or potential Conflict of Interest by marking the box above, the bidder must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by the College to the advisers retained by the College to advise or assist with the ITT process, including with respect to the evaluation of this bid.

9. Bid Irrevocable

The bidder agrees that its bid shall be irrevocable for the Irrevocability Period specified in the ITT, running from the moment the Submission Deadline has passed.

10. Execution of Agreement

The bidder agrees that in the event its bid is selected by the College, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this ITT in accordance with the terms of this ITT.

Signature of Bidder Representative

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.