



Instructions to Bidders

Yardi – Main Floor TI
516 Wellman Crescent, Saskatoon
Project Number: 116675

Closing Date: September 3, 2015

PROJECT MANAGER

CBRE LTD
920-410 22ND STREET EAST
SASKATOON, SK

OWNER

YARDI CANADA LTD.
516 WELLMAN CRESCENT
SASKATOON, SK



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Appendices

1. GENERAL

- 1.1 As the Project Manager representing the Owner, Yardi Canada Ltd., CBRE Limited is issuing this tender solicitation.
- 1.2 The intent of these Instructions to Bidders is to solicit bids to perform the Work as defined in these Bid Documents.
- 1.3 The project consists of **Main Floor Tenant Improvements at 516 Wellman Crescent, Saskatoon.** (the "Project"). All work will conform to the drawings and specifications provided with this Bid package. **The Owner requires that the work be substantially completed no later than October 30, 2015 with total completion no later than November 13, 2015.**
- 1.4 Bids are by invitation only. Bids from unsolicited bidders will be returned unopened.

2. COMPLIANCE

- 2.1 The bidder acknowledges that by submitting a compliant bid, it has accepted an offer by the Owner to enter into a "bid contract" for the evaluation of bids and the award of the Contract, if an award is made. The bidder acknowledges that the terms of the "bid contract" are represented by the Bid Documents.
- 2.2 A bid which fails to comply with the requirements of these Instructions to Bidders may be declared non-compliant and cause the bid to be rejected.

3. BID DOCUMENTS

- 3.1 All bid documents listed in 3.2.5 are available for download from CBRE's FTP Site <https://cbftp.cbre.com/>. Log-in and document retrieval information will be communicated to Bidders on request of the Bidder.
- 3.2 The basis of this bid process (the "Bid Documents") are listed in this Section 3.1. The Bid Documents include but are not limited to:
 - .1 Instructions to Bidders
 - .2 Bid Forms comprising the:
 - (i) Base Bid Form
 - (ii) Appendix A - Supplementary Bid Form – List of Subcontractors,
 - (iii) Appendix B – Supplementary Bid Form – Separate Prices,
 - (iv) Appendix C – Supplementary Bid Form – Bid Price Breakdown,
 - (v) Appendix D – Supplementary Bid Form – Bidder Proposed Alternates,
 - (vi) Appendix E – Supplementary Bid Form – Key Personnel.
 - .3 Agreement, Definitions and General Conditions of the CCDC2 – 2008
 - .4 Supplementary Conditions to CCDC 2, 2008

.5 Drawings (with specifications) as noted in the table below:

Drawing Numbers	Number of sheets	Date / Revision Number
A0.0 to A4.9	14	Architectural August 14 2015 Rev 1 IFT
M1.0 to M3.0	4	Mechanical August 14 2015 Rev 1 IFT
E1.1 to E7.1	4	Electrical August 14 2015 Rev 1 IFT

.6 Addenda issued during bidding period.

3.3 Upon receipt of the Bid Documents, the bidders shall check the Bid Documents for completeness. Bidders shall inform the Project Manager identified in Section 7 of these Instructions to Bidders immediately:

.1 should any documents be missing or incomplete;

.2 upon finding any discrepancies or omissions.

3.4 Examine and read the Bid Documents thoroughly. It is the responsibility of the bidder to check all drawings, specifications, schedules and Addenda prior to the submission of the bid.

3.5 Complete sets of Bid Documents are issued electronically to all bidders. Paper copies of bid documents will not be provided.

3.6 The Bid Documents are made available only for the purpose of submitting bids for the Project. Availability and/or use of the Bid Documents do not confer a licence or grant for any other purpose.

3.7 Except as otherwise defined in these Instructions to Bidders, the defined terms in these Bid Documents are taken from the Contract. The term Contract is defined in the Agreement.

4. CONDITIONS OF THE PLACE OF THE WORK

4.1 The following reports prepared or obtained with respect to the Place of the Work are included in the Bid Documents listed in Section 3.1.

4.2 Before submitting a bid, investigate the Place of the Work to fully ascertain existing conditions, circumstances and limitations affecting the Work. No allowances will be made for additional costs and no claims will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence prior to submitting a bid.

4.3 Where the Work is to be carried on in an existing building:

- .1 All onsite activities must be co-ordinated with management of the building. Bidders are responsible to adhere to all building management construction regulations from the building manager.
 - .2 Bidders must include in their bid price any additional costs required due to complying with building regulations imposed by building management. These include but are not limited to deliveries, hoisting, noise, safety, clean-up, shut-downs, security, garbage removal, access, smoking, parking, site storage, washrooms, identification, site signs, designated materials, temporary services, hoarding and loading.
- 4.4 Any toxic or hazardous substances known to exist at the Place of the Work are identified in the reports as noted in Section 3.1.
 - 4.5 The Owner promotes environmentally responsible products and working practices, typically compatible with the property owner's objectives, most of whom have existing corporate environmental policies.
 - 4.6 The Owner expects the Bidder, its Suppliers and Subcontractors to take into consideration the environmental impacts of their products and working practices. The Bidder, its Subcontractors and Suppliers should consider packaging materials, waste factors and disposal practices, demonstrating environmental responsibility.
- 5. EXAMINATION OF SITE / MANDATORY SITE MEETING**
- 5.1 Before submitting a bid, bidders must examine the Project Site and surroundings to satisfy themselves as to the existing conditions and limitations of the Project Site, the means of access to the same and the nature and quantity of work required.
 - 5.2 No adjustments to the Project schedule or to the price of the Contract entered into with a successful bidder will be made for difficulties encountered due to conditions, features or peculiarities of the Place of the Work which exist and are known, reasonably discernable or visible at the time of the Bid.
 - 5.3 A mandatory site meeting has been scheduled on **Wednesday, August 19, 2015 at 9:30 AM** at the ***Place of the Work***. All bidders must attend and will be required to sign the "Site Meeting Log" to confirm their attendance.
 - 5.4 Bids received from bidders who failed to attend the mandatory site meeting, as determined from the "Site Meeting Log", will be returned unopened.
 - 5.5 In its sole and absolute discretion, CBRE may schedule additional site meetings. Should additional site meetings be scheduled, all bidders shall be notified of the time, date and location for the additional meetings. In the event that a bidder has attended the first mandatory site meeting, it is at their discretion to attend any subsequent meeting.

6. QUESTIONS ARISING DURING BIDDING

6.1 Direct questions arising during the bidding period to the **Project Manager:**

Michael P. Dudar, AScT, PMP | Director
CBRE Limited | Project Management Saskatchewan
920-410 22nd Street East, Saskatoon, SK
T: 1.306.716.9045
E-Mail: Michael.dudar@cbre.com

6.2 The Project Manager is the sole contact for bidding on this Project. A bid may be disqualified where contact is made with any person other than the Project Manager during the tender period and before contract award.

6.3 If bidders find discrepancies, omissions, errors, departures from building by-laws, codes or good practice, and points considered to be ambiguous or conflicting, they shall bring them to the attention of the Project Manager in writing, and not less than five (5) Working Days before the bid closing date, so that the Consultant may, if the Consultant deems it necessary, issue instructions, clarifications or amendments by addendum to all bidders through the Project Manager prior to the bid closing date. The Project Manager will endeavour to issue such addenda at least forty-eight (48) hours prior to bid closing.

7. AMENDMENTS TO BID DOCUMENTS

7.1 The Project Manager reserves the right to issue instructions and Addenda during the bid period by electronic transmission.

7.2 Neither the Owner nor CBRE nor the Consultant will be responsible for instructions, clarifications or amendments communicated orally. Instructions, clarifications or amendments which affect the Bid Documents may only be made by addendum.

7.3 Addenda issued during the bidding period shall become part of the Bid Documents and their receipt shall be acknowledged in the space provided on the Bid Form. Failure to acknowledge the receipt of Addenda may render the bid submission invalid and cause the bid to be rejected. Addenda will be sent to all bidders.

7.4 Failure to provide any additional information requested in an Addendum may result in the Bid being declared as nonconforming and cause the bid to be rejected.

8. TAXES

8.1 The Goods and Services Tax (GST) shall not be included in the bid price. All other eligible taxes shall be included in the bid price. Any taxes or increases to taxes announced prior to the date of the issuance of the Bid Documents and scheduled to come into effect subsequent to it shall be taken to be included in the bid price.

9. BID COMPLETION

- 9.1 Fill in all blank spaces on the Bid Forms and Appendices (Supplementary Bid Forms) in ink, or typewritten, providing all information requested, and ensure that an authorized person or persons sign all forms where indicated. Failure to provide all requested information on the Bid Forms and failure to fill in all blank spaces may result in a bid being declared non-compliant and cause the bid to be rejected.
- 9.2 The Bid will be executed under seal by the Bidder
- .1 If the Bidder is an individual or a partnership, the Bid shall be executed by an individual or partner in the presence of a witness and the signer must show the capacity in which he signs (e.g. "Partner" or "Proprietor").
 - .2 If the Bidder is a corporation, the Bid shall be executed under the seal of the company, affixed in the presence of the authorized officers.
 - .3 If the Bidder is a joint venture, each party to the joint venture shall execute the Bid under seal in the manner appropriate to such party.
- 9.3 Use only the Bid Forms issued as part of the Bid Documents for the Project. If any or all pages of the Bid Forms are amended by addendum, only the amended pages shall be used to submit a bid. Failure to comply with this paragraph may result in the bid being declared non-compliant.
- 9.4 Information provided by bidders on the Bid Forms may be amended prior to bid closing, provided corrections are initialled by an authorized representative of the bidder. Other modifications, erasures, additions, conditions, qualifications or un-initialled pre-closing amendments may result in the bid being declared non-compliant.
- 9.5 Bids that are not originals, are unsigned, improperly signed, un-initialled, incomplete, conditional or illegible, may be declared non-compliant.
- 9.6 Bid Price
- .1 The Base Bid Form provides that the bid price shall be provided in numbers and in words.
 - .2 Where the Bid Forms require the bidder to provide a breakdown of the bid price, the bid price shall govern in the case of conflict or ambiguity between the bid price and the sum of the breakdown of the bid price. Bidders shall submit Bid Price Breakdown within twenty-four hours of receipt of a request from CBRE.
- 9.7 Listing of Subcontractors
- .1 Where required by the Bid Documents, a bidder shall complete and submit a Supplementary Bid Form – List of Subcontractors, naming the Subcontractors and Suppliers which the bidder will employ to perform an item of the Work called for by the Contract. Failure of the bidder to list Subcontractors and Suppliers, where required, or the listing by a bidder of more than one Subcontractor and Supplier to

perform or supply an item of work listed, may result in the bid being declared non-compliant.

- .2 Where a bidder lists “own forces” in lieu of a Subcontractor, the bidder shall carry out such item of the Work with its own forces. Where “own forces” have been listed by a bidder, the Owner reserves the right to obtain information from the bidder and from third parties respecting the qualifications and experience of the bidder’s “own forces” for such item of the Work. If the Owner, acting reasonably, determines that the bidder’s “own forces” are not sufficiently qualified or sufficiently experienced to undertake such item of the Work, it may reject the bid.
- .3 No changes to the list of Subcontractors will be permitted prior to award of the Contract without the prior written consent of the Owner. The Owner reserves the right, before award of the Contract, to reject a Subcontractor or Supplier proposed by a bidder. In such event, the bid price of the bidder will be adjusted by the net difference between the amount quoted to the bidder by the rejected Subcontractor and the quote of the replacement Subcontractor.
- .4 Where stipulated in the Specifications or indicated on a Drawing, the Owner reserves the right, either before or after the award of the Contract, to assign to the Contractor all or portions of any contract procured by the Owner as more particularly described in GC3.7 of the General Conditions, as amended by the Supplementary Conditions. In the event of such an assignment, the Contractor may apply a mark-up of no more than 5%.

9.8 Itemized Prices. Where required by the Bid Documents, a bidder shall complete and submit a Supplementary Bid Form – Itemized Prices.

- .1 Itemized Prices for work shall be included in the Bid Price.
- .2 All Itemized Prices submitted take into consideration and allow for changes and adjustments in other work as may be necessary to provide a finished and functional result, unless specifically indicated otherwise.
- .3 Itemized Prices shall be the bidder’s price for a specific items of work included in the Bid Price.
- .4 Itemized Prices are provided for information only. They will not be used to adjust the scope of the work or the bid price.
- .5 Itemized Prices do not include the Goods and Services Tax (GST). All other eligible taxes are included.

9.9 Separate Prices. Where required by the Bid Documents, a bidder shall complete and submit a Supplementary Bid Form – Separate Prices;

- .1 A Separate Price is a price for a particular article or item of work not included in the bid price and shall be added to or deducted from the Bid Price in accordance with the Bid Documents, if accepted.

- .2 All Separate Prices submitted take into consideration and allow for changes and adjustments in other work as may be necessary to provide a finished and functional result, unless specifically indicated otherwise.
 - .3 All Separate Prices submitted include the cost of all: labour, materials, equipment, mark-ups, overheads, profit, direct and indirect supervision and represent the net cost to the Owner.
 - .4 The Owner reserves the right to accept or reject any of the Separate Prices. If the Owner chooses to accept any of the Separate Prices they will be added or deducted from the Bid Price to arrive at a final award amount. Acceptance of Separate Prices is subject to the earlier acceptance of the bid or the bid expiry date.
 - .5 The Bid Documents identify the Separate Prices requested as part of the Bid.
 - .6 The Owner reserves the right to accept or reject any or all Separate Prices submitted.
 - .7 Separate Prices shall not include Goods and Services Tax (GST). All other eligible taxes are included.
- 9.10 Bidders Proposed Alternates. Where required by the Bid Documents, a bidder shall complete and submit a Supplementary Bid Form – Bidder Proposed Alternates. Bidders are requested to provide any voluntary alternates, which reduce the cost of the bid price without compromising the quality of the final product.
- .1 All Bidder Proposed Alternates will be examined by the Owner and the Consultant and are subject to review and acceptance. The Owner may in its sole and absolute discretion accept any Bidder Proposed Alternates he deems acceptable.
 - .2 All Bidder Proposed Alternates submitted must take into consideration and allow for changes and adjustments in other work as may be necessary to provide a finished and functional result, unless specifically indicated otherwise.
 - .3 All submitted Bidder Proposed Alternates include the cost of all: labour, materials, equipment, mark-ups, overheads, profit, direct and indirect supervision and represent the net cost to the Owner.
 - .4 Without limiting its rights under the Instructions to Bidders, the Owner reserves the right to accept or reject any of the Bidder Proposed Alternates. Acceptance of Bidder Proposed Alternates is subject to the earlier acceptance of the bid or the bid expiry date.
 - .5 Bidder Proposed Alternates do not include the Goods and Services Tax (GST), other eligible taxes are included.
 - .6 The submission of Bidder Proposed Alternates in Appendix G is not a requirement of the Bid.

- 9.11 Key Personnel. Where required by the Bid Documents, a bidder shall complete and submit a Supplementary Bid Form – Key Personnel, which shall list the names of the bidder’s key personnel to be assigned to the Project.
- 9.12 None of the offices or facilities of the Owner, CBRE, the Consultant, the building landlord and/or the occupier of the Place of the Work may be used during the preparation of bids (ie. reception area, chairs, telephones, facsimile machines or other devices).

10. BID SUBMISSION

- 10.1 Submit one (1) completed original and two (2) copies of the following documents:
- .1 The Base Bid Form
 - .2 Appendix A – Supplementary Bid Form – List of Subcontractors
 - .3 Appendix B – Supplementary Bid Form - Fusion Program Separate Prices
 - .4 Appendix C – Supplementary Bid Form – Bid Form Breakdown
 - .5 Appendix D – Supplementary Bid Form – Bidder Proposed Alternatives
 - .6 Appendix E – Supplementary Bid Form – Key Personnel
- 10.2 The Bid containing all documents listed in Section 10.1 is to be delivered in a sealed opaque envelope.
- 10.3 Inscribe on the envelope **“Yardi – Main Floor Tenant Improvements Tender” – Attention Project Manager** and clearly note the name of the Bidder on the envelope.
- 10.4 Submit the envelope to:
- CBRE Ltd. Suite 920 – 410 22nd Street East, Saskatoon Square, Saskatoon, SK**
- 10.5 Bids must be received by no later than **2:00:00 P.M. Saskatoon local time on Thursday, SEPTEMBER 3, 2015.** The time of receipt of bids shall be deemed to be the date and time indicated by CBRE on such bids based on the designated clock at the place of receipt set out in Section 11.4. The term “local time” shall mean the time as measured by the identified clock at the recipient’s location.
- 10.6 Bids will be date and time stamped at the place receiving the bids. Late bids will be returned unopened.
- 10.7 Bids which are submitted by phone, facsimile transmission or by electronic means will not be considered.
- 10.8 Bidders are solely responsible for the method and timing of delivery of their bids.

11. BID EXPIRY PERIOD

- 11.1 Bids shall be irrevocable for a period of ninety (90) days from the date of submission, after which period the bid expires.

11.2 The expiry of the bids may be extended beyond the period of ninety (90) days from the date of submission at the mutual written consent of the parties.

12. BID OPENING AND EVALUATION

12.1 Bids will be opened in private.

12.2 In the event that more than one envelope is received from the same bidder, only the last envelope received will be considered.

12.3 If according to the Owner's procurement policy requirements an insufficient number of bids is received then CBRE may in its sole discretion, elect to open the bids or return them to the bidders unopened.

12.4 The Owner may reject the lowest or any bid or part of any bid, reject all bids or cancel this bid process in whole or in part.

12.5 The bid price offered on the Base Bid Form will be considered the bidder's "Base Bid".

.1 The Owner shall consider the submitted Alternative Prices, for those Alternatives that it chooses to accept, in making a determination for award.

.2 The Owner shall consider the submitted Separate Prices, for those Separate Prices that it chooses to accept, in making a determination for award.

12.6 The Owner reserves the right to award the Contract to the bidder which submitted the bid which, in the Owner's sole discretion, provides the best value to the Owner based on the criteria described in the Bid Documents including, but not limited to, a bidder's:

.1 Base Bid.

.2 Base Bid as adjusted by the Owner pursuant to the Bid Documents.

.3 Bid Price Breakdown.

.4 Information provided pursuant to Article 15 [Requests for Information].

12.7 The Owner reserves the right to award the Contract to a bidder which, in the Owner's discretion, has submitted a substantially compliant bid. Incomplete or conditional bids may be declared non-compliant.

12.8 Should the Owner receive no compliant bids, the Owner, in its discretion, may re-bid the Project or may negotiate a Contract for the whole or any part of the Project with a bidder which has submitted a non-compliant bid.

13. REQUESTS FOR INFORMATION

13.1 The Project Manager may contact any one or more bidders to request information without any obligation to contact or request the same information from any other bidder or bidders.

- 13.2 Submission of an unbalanced or front-end loaded breakdown may result in the bid being rejected.
- 13.3 Within five (5) Working Days of notification by the Project Manager, a bidder shall submit a preliminary construction schedule. Such preliminary construction schedule shall be consistent with the time for Substantial Performance of the Work stated in the Bid Documents. Such preliminary construction schedule may be in bar chart format and shall include all major sub-trades and show Project milestones and critical schedule items, such as start and completion of major Project components.
- 13.4 A bidder shall submit additional information promptly if requested by the Project Manager. Failure to do so may result in the bid being rejected.
- 13.5 Requests for a breakdown of the bid price, a preliminary construction schedule, or other requests for information shall not be construed as acceptance of a bid.

14. SUBSTITUTIONS

- 14.1 Any product or material utilized without approval will have to be removed from the Place of the Work and replaced with that specified at no extra cost to CBRE or the Owner.

15. AWARD OF CONTRACT, EXECUTION OF THE CONTRACT AND DOCUMENTS TO BE DELIVERED

- 15.1 Bidders shall not issue or make any statements or news release concerning their bid, the bid process, the Owner's evaluation of the bids, or the Owner's award or cancellation of the bid process without the express written consent of the Owner.
- 15.2 Prior to commencing the Work, the Contractor shall deliver to the Owner:
- .1 certified true copies of the insurance policies required by the Bid Documents; and
 - .2 a current Clearance Certificate issued by the authority governing workplace safety and insurance in jurisdiction of the Place of the Work.
- 15.3 The Contractor shall execute the Contract and deliver the executed original to the Owner within ten (10) Working Days of receipt from the Project Manager or other representative of CBRE or the Owner.

16. SCHEDULING OF THE WORK

- 16.1 The Successful Bidder shall be required to start work immediately upon the execution of the Contract.
- 16.2 It is understood that the Bid includes all costs on account of premium time or overtime required and all costs on account of premium prices required in order to obtain labour, plant, materials or equipment or other critical items including waiting time, double handling, after hours delivery and installation, protection of new and existing services at the site in order to meet the completion dates of the scope of work and the project completion date.

16.3 It shall be understood and agreed that the Bid includes all costs on account of schedule interfacing, coordination and cooperation with other contractors or subcontractors who will be carrying out work during the progress of this contract in order to meet the completion date for the work and the overall completion date of the project.

16.4 CBRE will not entertain hardship claims or tolerate delays and interruptions in the work.

17. CBRE FUSION PROGRAM PRICING

17.1 Bidders shall be aware that CBRE's FUSION product pricing program will be in effect. CBRE has negotiated preferred pricing agreements with several global manufacturers of construction products. Savings from such pricing agreements shall be passed on to the Owner as stated in the Bid Forms.

17.2 Specifically, carpet tile and acoustical ceiling tile has been identified in the specifications to be supplied from manufacturers with FUSION agreements.

17.3 Carpet tiles specified shall be as manufactured by Shaw Industries, and represented by Richard Fotiuk, Territory Manager, 1-204-480-4368, Richard.fotiuk@shawinc.ca.

17.4 Ceiling tiles specified shall be as manufactured by Armstrong World Industries, and represented by Lisa Cavataio, National Account Manager, 1-773-882-0299, lycavataio@armstrong.com.

17.5 Contractors and their respective sub-trades shall procure the above products through authorized distributors and apply FUSION discounted pricing to tender prices.

17.6 Bidders shall provide an Itemized Price as part of **Appendix B - Supplementary Bid Form – Itemized Prices** for the supply only of the two products in the quantities required by the drawings.

17.7 Bidders shall not include in the itemized price any mark up on the supply only price of carpet and ceiling tile as specified to allow the Owner to verify the unit rates.

17.8 CBRE reserves the right to review Contractor pricing for the above products and request any clarification and/or modification of pricing during tender evaluation and prior to contract award. Should CBRE find that mark-ups have been applied to supply only prices, CBRE reserves the right to consider such tender as non-compliant.

18. METHODS OF PROCEDURE

18.1 Bidders are responsible for the production of all Methods of Procedure (MOPS) documents necessary to complete the work. Bidders shall, as part of their Base Bids, include all costs associated with the production and revision of Methods of Procedures documents. The Bidder is responsible for all required revisions the Methods of Procedures documents so that they meet the approval of the Owner.

18.2 Bidders shall include as part of their Base Bids all cost associated with the production of a two week look ahead schedule that outlines all construction activities occurring within

the next two weeks of the Project. The two week look ahead must be updated on a weekly basis and submitted to CBRE, the Consultant and the Owner for review. The determination as to which activities will require the production of Methods of Procedures documents will be based on CBRE, the Consultant's and the Owner's review of the two week look ahead schedule.

19. SUBSTANTIAL PERFORMANCE OF THE WORK

- 19.1 The Contractor shall submit, no later than ten (10) business days prior to submitting the application for Substantial Performance of the Work, all guarantees, warranties, certificates, testing and balancing reports, distribution system diagrams, as-built drawings and specifications, spare parts, maintenance manuals and any other material or documentation required to be submitted under the Contract together with written proof acceptable to the Owner and the Consultant, that the Work has been substantially performed in conformance with the requirements of municipal, government and utility authorities having jurisdiction. Failure to submit all the forgoing material and documentation in conformance with the Contract shall be grounds for the Consultant to reject the Contractors application for Substantial Performance of the Work.

20. COST AND EXPENSE

- 20.1 CBRE and the Owner are not liable to reimburse or compensate the Bidders in any manner whatsoever or under any circumstances (including, without limitation, cancellation of this Tender or the Project or the exercise of any other right by CBRE or the Owner) and CBRE and the Owner are not liable for any expenses or costs incurred by the Bidders in connection with, or in relation to, this Bid (including, without limitation, the preparation and submission of their Bids, site visits, conference calls, travel expenses, meetings, discussions and any additional information requested by CBRE or the Owner) and such expenses or costs shall be borne by the Bidders.
- 20.2 CBRE or the Owner shall not be responsible for any liabilities, costs, expenses, losses or damages (including, without limitation, loss of profits and loss of reputation) incurred, sustained or suffered by any Bidder in connection with this Tender in any manner whatsoever or under any circumstance (including, without limitation, prior to, subsequent to, or by reason of the Bidder's preparation or submission of the Bid or acceptance, or non-acceptance by CBRE of any Bid, or by reason of any delay in the acceptance of a Bid or cancellation of this Tender or the Project or any actions taken by CBRE or the Owner).

21. DISPUTES

- 21.1 Disputes arising in connection with this bid process including, without limitation, a dispute concerning the existence of the "bid contract" or a breach of the "bid contract", or a dispute as to whether the bid of any bidder was submitted on time or whether a bid is compliant, shall be dealt with by the Bidder and the Owner according to the process set forth in this Section 26.
- 21.2 In the event of a dispute as noted in Section 26.1 the Bidder shall give written notice to the Owner within fifteen (15) working days of the date of the bid closing. Written notice

- shall be delivered in hard copy to the Project Manager at the address noted in Section 7.4 of these Instructions to Bidders. The responding party shall send a notice of reply within ten (10) Working Days after receipt of such notice of Dispute setting out particulars of this response.
- 21.3 Within ten (10) Working Days following receipt of a responding party's notice of reply under Section 26.2, the representatives for the Owner and the Bidder shall attempt to reach a reasonable resolution of the dispute in an expeditious manner. In the event that any dispute cannot be resolved by the representatives in an expeditious manner then the dispute shall be referred to the appropriate executives of the Owner and the Bidder for negotiation and resolution. Either the Owner or the Bidder may initiate such referral to the executives by notice.
- 21.4 Executives of the Owner and the Contractor shall meet at a mutually agreeable location within ten (10) Working Days after delivery of the notice pursuant to Section 26.3 and, thereafter, as often as they deem necessary to exchange relevant information and to attempt to resolve the dispute.
- 21.5 If the dispute has not been resolved within thirty (30) Days after delivery of the notice pursuant to Section 26.3, or if the executives of the Owner and the Contractor fail to meet within the ten (10) Working Day period, then either the Owner or the Bidder may refer the dispute to the courts or, if they both agree, to some other form of dispute resolution including arbitration.
- 21.6 Upon agreement by the Owner and the Bidder as set forth in Section 26.5 to refer the dispute to arbitration the dispute shall be referred to a confidential binding arbitration pursuant to the Arbitration Act, 1991, as amended, before a single arbitrator with knowledge of procurement/bidding law. In the event that the dispute is referred to arbitration, the Bidder agrees and the Owner agrees that they are bound to arbitrate such dispute.
- 21.7 In the event the dispute is referred to binding arbitration, the Owner may give notice of the dispute to one or more of the other bidders who submitted bids, whether or not they may be compliant, each of whom shall be a party to and shall be entitled to participate in the binding arbitration, and each of whom shall be bound by the arbitrator's award, whether or not they participated in the binding arbitration.
- 21.8 In the event the dispute is referred to binding arbitration, the parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to a binding arbitration hearing which shall last no longer than two days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.
- 21.9 This Article is not intended to form part of any "bid contract" that may come into being between a Bidder and any prospective Subcontractor or Supplier of that Bidder.
- 21.10 It is agreed that no act by either party shall be construed as a renunciation or waiver of any of his rights or recourses, provided he has given the notices in accordance with this Section 26 and has carried out the instructions as provided in this Section 26.

22. CONFIDENTIALITY

- 22.1 The bidder acknowledges and agrees that all material and information which has or will come into the possession or knowledge of the bidder, its officers, employees and agents in connection with this bid, is confidential and proprietary data, the disclosure of which to, or the use by third parties, is strictly prohibited. The bidder agrees to hold such material and information in the strictest confidence, not to make use of it other than preparing the bid, to release it only to employees, agents and Subcontractors requiring such information and not to release or disclose it to any other party.
- 22.2 Unsuccessful bidders shall return their Bid Documents to the Owner within seven (7) calendar days of being advised that their bid was not successful.

23. CONFLICT OF INTEREST

- 23.1 Only one of a bidder's related, associated or affiliated companies or businesses shall be permitted to submit a bid for the Project.
- 23.2 All bidders must agree to the following as conditions of bid submission:
- .1 that no person either natural or body corporate, other than the bidders has or will have any interest or share in this bid or in the proposed agreement.
 - .2 there is no collusion or arrangement between the bidder and any other bidder(s) in connection with this Bid.
 - .3 the bidder has no knowledge of the contents of other bids and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the bid.

TO: CBRE Limited

c/o Yardi Canada Ltd, 516 Wellman Crescent, Saskatoon, SK S7T 0J1

NAME OF BIDDER

ADDRESS

TELEPHONE _____

FAX _____

BID PRICE

I/We the undersigned, having carefully examined the Bid Documents, having received, carefully examined and incorporated

Addenda No. _____ to No. _____

inclusive, having visited and investigated the Place of the Work, and having examined all conditions, circumstances and limitations affecting the Work, offer to enter into a Contract with the Owner to perform the Work required by the Bid Documents for the price of:

_____ dollars ● *[NOTE: insert amount in words]*

\$ _____ . ● *[NOTE: insert amount in numbers]* The price offered excludes the Goods and Services Tax (GST). All other eligible taxes are included in the bid price.

DECLARATIONS

I/We the undersigned declare that:

- 1. I/We agree to perform the Work, inclusive of mobilization time, in compliance with the Contract Documents and attain Substantial Performance of the Work within _____ weeks after award of the Contract.
- 2. No person, firm or corporation other than the undersigned has any interest in this bid or in the proposed Contract for which this bid is made.
- 3. This bid is irrevocable and is open for acceptance by the Owner for a period of ninety (90) days from the date of submission.
- 4. The bid price includes all cash allowances identified in the Bid Documents.

DATE _____

SIGNATURE _____

Name and Title _____

END OF DOCUMENT

NAME OF BIDDER

I/We the undersigned propose to employ the following Subcontractors and/or Suppliers to perform an item of the Work called for by the Contract. I/We confirm that all have been investigated to confirm their reliability and competency to carry out such work in accordance with the Contract Documents.

I/We acknowledge that the Instructions to Bidders require that we list only one Subcontractor and/or Supplier for each item of the Work described in this List of Subcontractors. I/We further acknowledge that where we have entered “own forces” to perform an item of the Work, it is our intention to use “own forces” for that purpose.

ITEM OF WORK	SUBCONTRACTOR / SUPPLIER <i>(those listed in Italics are mandatory)</i>
Framing and Drywall	
Electrical	
Mechanical – Plumbing and HVAC	
Mechanical – Fire Suppression/Sprinklers	
Millwork	
Paint and wall coverings	
Window coverings and treatments	
Reflective Ceiling	
Flooring : Carpet and Vinyl	
Data and Voice Cabling	

After bid submission, no substitution for a Subcontractor, Supplier or “own forces” will be permitted except as provided in the Contract.

DATE _____

SIGNATURE _____

Name and Title _____

END OF DOCUMENT

NAME OF BIDDER

I/We the undersigned offer the CBRE FUSION Prices described below. These prices are as received from an authorized CBRE Fusion Partner distributor, and do not include any additional mark-ups.

FUSION PRICES:

- 1.0** Carpet Tile – Shaw Industries
 - .1 Supply only Carpet Tile \$ _____

- 2.0** Acoustical Ceiling Tile – Armstrong
 - .1 Supply Only Acoustical Ceiling Tile \$ _____
 - .2 Supply only Acoustical Ceiling Tile Grid Materials \$ _____

DATE _____

SIGNATURE _____

Name and Title _____

END OF DOCUMENT

NAME OF BIDDER

I/We the undersigned offer the following breakdown of the bid price provided in the Base Bid Form, the total of which equals the bid price provided in the Base Bid Form. Bidders shall submit Bid Breakdown within twenty-four hours of receipt of a request from CBRE.

The Bid Price Breakdown shall be filled out in its entirety. If an item of Work is not applicable it is to be marked "N/A" do not leave any blank spaces.

1	General Requirements	\$	_____
2	Supervision	\$	_____
3	Selective Demolition	\$	_____
4	Ceramic Tile	\$	_____
5	Fabricated Metals	\$	_____
6	Rough Carpentry and Drywall	\$	_____
7	Finish Carpentry	\$	_____
8	Fire Stopping and Caulking	\$	_____
9	Doors, Frames and Hardware	\$	_____
10	Interior Architectural Finishes	\$	_____
11	Acoustical Ceiling	\$	_____
13	Flooring (Carpet and LVT)	\$	_____
14	Painting	\$	_____
16	Mechanical / Plumbing	\$	_____
17	HVAC	\$	_____
18	Fire Sprinkler	\$	_____
19	Electrical	\$	_____
	Total	\$	_____

DATE _____

SIGNATURE _____

Name and Title _____

END OF DOCUMENT

NAME OF BIDDER

I/We the undersigned offer the Bidder Proposed Alternates described below.

Description of Proposed Alternate	Amount to be Deducted from Base Bid
	\$
	\$
	\$
	\$
	\$
	\$

DATE _____

SIGNATURE _____

Name and Title _____

END OF DOCUMENT

NAME OF BIDDER

I/We the undersigned offer the following key personnel for the delivery of the Project. I/We agree that the key personnel named below are subject to the approval of CBRE, the Owner and the Consultant. I/We agree that once approved the key personnel shall not be changed without the prior written approval of CBRE, the Consultant and the Owner.

Key Personnel		
Role	Name	Years of Experience
Project Manager		
Site Superintendent		
Site Foreman		

DATE _____

SIGNATURE _____

Name and Title _____

END OF DOCUMENT