



**City of Peterborough Request for Proposals**

For

**Construction of New Fire Station 2**

Request for Proposals No.: **RFP-15-22**

Issued: **August 18, 2022**

Submission Deadline: **September 22, 2022 2:00:00PM local time**

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# Part 1 – Invitation and Submission Instructions

## 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the City of Peterborough (the “City”) to prospective proponents to submit proposals for the **Construction of New Fire Station 2** as further described in Section D.1 of the RFP Particulars (Appendix D) (the “Deliverables”).

Through this RFP, the City is seeking to retain the services of a qualified General Contractor, or “GC”, for the construction of the New Fire Station 2 to be located at 100 Marina Boulevard, Peterborough, Ontario K9H 6M6; hereinafter referred to as the “the Deliverables”.

## 1.2 RFP Contact

To contact the City in relation to this RFP, proponents must [register with the City’s bidding system](#) and initiate the communication electronically through the Question and Answer function. The City will not accept any proponent’s communications by any other means, except as specifically stated in this RFP.

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

### **Gillian Barnes, Project Manager, Facilities and Planning Initiatives**

Proponents should only contact the RFP Contact where specifically instructed to in this RFP. All other communication in relation to this RFP must be through the City’s bidding system, as described above.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than in accordance with this section. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

## 1.3 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with the City for the provision of the Deliverables in the form attached as Appendix A to the RFP (the “Agreement”). It is the City’s intention to enter into the Agreement with only one (1) legal entity.

## 1.4 RFP Timetable

<b>Description</b>	<b>Date</b>
Issue Date of RFP	August 18, 2022
Non-mandatory Site Visit / Pre-Bid Meeting	August 24, 2022 9:30 AM local time
Deadline for Questions	September 8, 2022 12:00:00PM local time

<b>Description</b>	<b>Date</b>
Deadline for Issuing Addenda	September 15, 2022
Submission Deadline	September 22, 2022, 2:00:00 PM local time
Rectification Period	3 business days
Anticipated Ranking of Proponents	September 30, 2022
Contract Negotiation Period	14 calendar days
Anticipated Execution of Agreement	October 14, 2022

The RFP timetable is tentative only and may be changed by the City at any time. For greater clarity, business days means all days that the City is open for business.

A non-mandatory site meeting will be held on Wednesday August 24, 2022 at 9.30am local time at 100 Marina Boulevard, Peterborough, Ontario K9H 6M6.

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted to Prescribed Location**

Proposals must be submitted electronically to the [City of Peterborough Bid Opportunities Website hosted through bids&tenders™](https://cityofpeterborough.bidsandtenders.ca):

[<https://cityofpeterborough.bidsandtenders.ca>]

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

### **1.5.3 Proposals to be Submitted in Prescribed Format**

All proponents shall have a bidding system vendor account and be registered as a plan taker for this opportunity, which will enable the proponent to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda and submit their proposals electronically through the bidding system.

Proponents are cautioned that the timing of their submission is based on when the proposal is received by the bidding system, not when a proposal is submitted by a proponent, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the City recommends that proponents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the City's bidding system web clock.

Proponents should contact technical support at bids&tenders™ via telephone at 1-800-594-4798, or email to [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca) at least twenty-four hours prior to deadline if they encounter any problems. The bidding system will send a confirmation email to the proponent advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact technical support immediately at bids&tenders™ via telephone at 1-800-594-4798, or email to [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a proponent has obtained this solicitation document from a third party, the onus is on the proponent to [create a bidding system vendor account and register as a plan taker](#) for the opportunity.

#### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the bidding system by the Submission Deadline.

#### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal prior to the Submission Deadline, the proponent is solely responsible for ensuring that the proposal is withdrawn through the bidding system. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

## **Part 2 – Evaluation, Negotiation and Award**

### **2.1 Stages of Evaluation and Negotiation**

The City will conduct the evaluation of proposals and negotiations in the following stages:

#### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section D.3 of the RFP Particulars (Appendix D).

#### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

##### **2.3.1 Mandatory Technical Requirements**

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D.4 of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

##### **2.3.2 Rated Criteria**

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section D.6 of the RFP Particulars (Appendix D).

At the end of this evaluation proponents will be assigned either a qualifying pass or fail to meet the required threshold for the project.

#### **2.4 Stage III – Pricing**

Stage III will be the opening of Pricing (Appendix C). Only pricing from proponents that have met the qualifying pass requirement under the Stage II evaluation will be opened, Evaluation of Pricing Appendix C will be based on the lowest bid price of qualifying proponents.

## **2.5 Stage IV – Ranking and Contract Negotiations**

### **2.5.1 Ranking of Proponents**

After the completion of Stage III, the lowest bid proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the City. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

### **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing or performance terms from the proponent.

### **2.5.3 Time Period for Negotiations**

The City intends to conclude negotiations and finalize the agreement with the lowest qualified bid proponent during the Contract Negotiation Period, commencing from the date the City invites the proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section D.5 of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

### **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section D.5 of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the lowest bid proponent and may invite the next-best-bid proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the City elects to cancel the RFP process.

### **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the lowest bid proponent.

[End of Part 2]

## **Part 3 – Terms and Conditions of the RFP Process**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

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

#### **3.1.4 Past Performance**

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

#### **3.1.5 Information in RFP Only an Estimate**

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

#### **3.1.6 Proponents to Bear Their Own Costs**

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

#### **3.1.7 Proposal to be Retained by the City**

The City will not return the proposal, or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The City makes no guarantee of the value or volume of work to be assigned to the selected proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City



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 RFP**

### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing to the bidding system question and answer function on or before the Deadline for Questions. An on-screen confirmation message will appear in the bidding system once the question has been received. No such communications are to be directed to anyone or by any other means than submission through the bidding system and the City shall not be responsible for any information provided by or obtained from any source other than the RFP Contact or the bidding system. It is the responsibility of the proponent to seek clarification through the bidding system on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City through the bidding system. Proponents will be required to check a box for acceptance of addenda before submitting their proposal through the bidding system.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D.4 of the RFP Particulars (Appendix D). The City may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the City and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

#### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the City's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

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

- (a) in relation to the RFP process, the proponent 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 City in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP 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 proponent'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 City may disqualify a proponent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### **3.4.3 Disqualification for Prohibited Conduct**

The City may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

Proponents 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 B).

### **3.4.5 Proponent Not to Communicate with Media**

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

### **3.4.6 No Lobbying**

Proponents must not, in relation to this RFP 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 successful proponent(s).

### **3.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents 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 City; deceitfulness; submitting proposals 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 RFP.

### **3.4.8 Past Performance or Past Conduct**

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, 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) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) a situation where the Treasurer, in consultation with the City Solicitor, is satisfied that the commercial relationship between the City and the Supplier has been impaired as set out in Section 14.5.1 and/or 14.5.2 of the City Procurement By-law.

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of the City**

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP

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

#### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a

contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

### **3.6.4 Cancellation**

The City may cancel or amend the RFP process without liability at any time.

## **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP 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 will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; 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**

The Form of Agreement for this RFP shall be Canadian Standard Construction Document CCDC-2, 2020 Stipulated Price Contract.

Any Warranty/Guarantee shall be in accordance with Canadian Standard Construction Document CCDC-2, 2020.

The CCDC-2, 2020 Contract will be the Construction Contract, as amended by the Supplementary Conditions contained in **Attachment 1**.

## **Appendix B – Submission Form**

Proponents must submit their information in accordance with the instructions provided in the bidding system.

## **Appendix C – Pricing**

### **C.1 Instructions on How to Provide Pricing**

- (a) Proponents must submit their pricing information in accordance with the instructions provided in the bidding system
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the proponent 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.

### **C.2 Evaluation of Pricing**

Pricing will be evaluated based on the lowest total price after a qualifying pass in the Stage II mandatory technical requirements section.



## **Appendix D – RFP Particulars**

### **D.1 The Deliverables**

The City is seeking a qualified General Contractor to undertake the Construction of a New Net Zero Fire Station 2, to be located at 100 Marina Boulevard, Peterborough, Ontario K9H 6M6 in accordance with all details, requirements, Specifications and Drawings set out in or attached to this RFP.

The new 1-storey, post-disaster City of Peterborough Fire Station No. 2 is comprised of an office component at the east side with offices, kitchen, dining, lounge, exercise, washroom facilities, storage, janitorial and rest areas for crews, along with I.T. and a small meeting space. Opposite the office component is the apparatus bay at the west side conforming to the definition of a storage garage. The structure of the building is heavy timber, including glulam columns and beams, with CLT shear walls and roof deck. The mezzanine and hose tower are constructed with steel columns and beams, with steel decking and concrete topping. The mezzanine provides for a training area open to the apparatus bay and protected by a guard, along with a mechanical room enclosed from the adjacent and lower spaces. The hose tower at the west provides access and exiting from the mezzanine and roof levels, while also accommodating the drying of hoses, and some additional training exercises. While the building area does not require that the building is sprinklered, the Fire Department is opting for a full sprinkler installation throughout the building.

The building is registered to achieve Net-Zero Carbon and Net-Zero Energy Certification through the CaGBC, and as such is intended to have a high performance envelope (walls, roofs and openings).

To meet the Net-Zero Energy certification requirements the building must provide for its full energy demand in on-site energy production. Therefore, a full solar array will be accommodated on both the high roof of the apparatus bay and the low roof of the office side. The infrastructure for the solar array is detailed and included in the scope of this base contract. The solar package will be a separate tender to be issued in September 2022, the General Contractor will coordinate with the successful solar package contractor.

#### **D.1.1 Drawings and Specifications**

Please refer to **Attachment 2** for Drawings and **Attachment 3** for Specifications.

### **D.2 Material Disclosures**

None

#### **D.2.1 Errors, Omissions and Questions**

The City shall not be held liable for any errors or omissions in any part in the bid solicitation document. Proponents with questions related to a specific bid solicitation document, finding errors in, or omissions from the drawings or documents, or having

any doubt as to the meaning or intent of any part of the bid solicitation document, must make their inquiry through the “**Submit Question**” feature on **bids&tenders™**, providing reference to the applicable Section(s) and Item number(s).

**The deadline for questions is before 12:00 NOON on Thursday, September 8, 2022.**

Staff will prepare and distribute an addendum through bids&tenders™, as necessary, in sufficient time to allow for Proponents to receive and understand the new information.

**Questions received after the deadline for questions will not be responded to.**

The City will not consider any claim, after submission of the Proposal, that there has been a misunderstanding with respect to the conditions imposed by the bid solicitation document. It is each Proponent’s obligation to satisfy itself that it understands every aspect of the bid solicitation document.

#### **D.2.2 Work Schedule**

The selected bidder must be prepared to commence the work on site immediately upon award of the contract. Those bidders unable to meet this scheduled start should not submit a bid for this project.

All overtime or premium hours of work that may be incurred in the execution of the Work must be accounted for and included in the Total Lump Sum price.

The Contractor shall submit a work schedule in Gantt format after notification of award and the approved schedule shall be updated bi-weekly and submitted on the Friday before the next scheduled construction meeting.

When progress of the Work falls behind the schedule submitted by the Contractor, or jeopardizes the required total completion date specified, and upon instructions from the City designate, the Contractor shall increase the forces on the site, as well as hours worked each day, in order to catch up to the schedule, or meet the required total completion date. This Work shall be done **at no additional cost to the City**.

#### **D.2.3 Permits, Fees and Certificates**

The City has applied and paid for the Building Permit. The Contractor will provide the City with all other certificates necessary, as evidence that the Work conforms to the law and regulations of all authorities having jurisdiction. The Contractor shall provide to the City copies of all plans as may be required to comply with regulations.

#### **D.2.4 General and Supplementary Conditions**

General and Supplementary Conditions to the Canadian Standard Construction Document CCDC-2, 2020 Stipulated Price Contract are included in this RFP as separate PDF. Refer to **Attachment 1** for details.

### **D.2.5 Temporary Washrooms**

The Contractor shall provide on-site portable toilets, maintaining them to provincial and municipal sanitary regulations and ensuring they are clean at all times. Portable toilets are to be placed at locations as directed by the Owner. The toilets shall be removed when the Work is complete. The area shall be restored to its original condition.

### **D.2.6 Site Access**

Access to the project site will be maintained by the Contractor during the entire project schedule.

### **D.2.7 Allowances for Overhead and Profits (O&P) for Extras to the Contract**

Allowance for O&P shall be limited to 10% for Contractor's; or "GC's", work, or where work is sub-contracted, 10% for O&P for sub-contractor's work. The GC shall be entitled to 5% for O&P of a sub-contractor's total cost. O&P may not be charged on credits to the Contract. Where a change involves extras and credits, O&P shall apply only to the net value of the change, inclusive of all costs, including but not limited to: bonding; insurance; and site supervision.

### **D.2.8 City's Consultant**

Lett Architects Inc have been retained by the City as the Consultant for this Contract.

## **D.3 Mandatory Submission Requirements**

### **D.3.1 Submission Form (Appendix B)**

Each proposal must include proponent's information that complies with the instructions contained in Submission Form (Appendix B).

### **D.3.2 Pricing (Appendix C)**

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

### **D.3.3 Proof of Ability to Bond**

Provide a letter from the Proponent's bonding/surety company, which must be licensed and qualified to function in the Province of Ontario, stating the Proponent's capacity to obtain a 50% Performance Bond and a 50% Labour and Materials Bond. Indicate the length of time you have been with this bonding/surety company and provide a named reference with phone numbers.

### **D.3.4 References (Appendix E)**

Each proposal must include references information that complies with the instructions contained in the bid portal.

### **D.3.5 Subcontractors (Appendix F)**

Each proposal must include subcontractors information that complies with the instructions contained in the bid portal.

### **D.3.6 Other Mandatory Submission Requirements**

N/A

### **D.4 Mandatory Technical Requirements**

N/A

### **D.5 Pre-Conditions of Award**

The selected proponent must satisfy the following pre-conditions of award within 10 working days of notification of selection. Failure of the selected proponent to provide all required documentation, as herein requested, may result in the selection of the next qualified Proponent.

#### **D.5.1 Insurance**

The selected proponent shall provide such certificates of insurance as needed to satisfy the City that the insurance requirements of **CCDC 41 2020** have been met.

#### **D.5.2 WSIB Clearance Certificate**

The selected Proponent shall submit a copy of a current and valid Clearance Certificate from the WSIB for the type of work applicable to this Proposal, or proof of exemption.

#### **D.5.3 HST**

The selected Proponent shall provide their HST registration number. The selected Proponent's HST registration number shall be included on all invoices.

The selected Proponent shall notify the City immediately if their HST registration number lapses, is revoked, or changed, at any time during the duration of the Project.

### **D.6 Rated Criteria**

It is the intent of the City to ensure each Proponent is qualified to undertake the project. It is essential that the Proponent provide their proposed project team details and demonstrate the team experience on similar projects.

The Proponent is encouraged to make their submission project specific. The main body of the submission for the Proposal shall be prepared in 12 pt. Arial font.

The Proponent shall provide the Form of Proposal, including all Appendices and requirements, as described in Items D.6.1 to D.6.5.

The following sets out the categories, weightings and descriptions of the rated criteria

of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process. Proponents scoring above the minimum threshold for each category and with a total of 75 points or above in the rated criteria category will be considered qualified.

Line	Rated Criteria Category	Weighting (Points)	Minimum Threshold
1.	Proponent Profile – <b>Item D.6.1</b>	20	15
2.	Project Team and References – <b>Item D.6.2</b>	25	20
3.	Similar Project Experience – <b>Item D.6.3</b>	25	20
4.	Project Understanding, Approach and Schedule – <b>Item D.6.4</b>	15	10
5.	Cost Control and Quality Assurance/Quality Control Program <b>Item D.6.5</b>	15	10
<b>Total</b>		100	75
<b>Pricing</b> (See Appendix C for details)		Lowest bid	

### D.6.1 Proponent Profile

The Proponent shall provide the following information:

- a. Company name, mailing address, phone number, fax number, and email of the organization submitting a Proposal;
- b. Organizational chart indicating key personnel and reporting relationship;
- c. A staffing list identifying proposed staffing, both on and off site, and indicate full time or part time project involvement;
- d. Name and title of contact person for organization, including day and evening telephone numbers, and email; and
- e. Number of years in operation.

### D.6.2 Project Team and References

The Proponent shall provide resumes for the Project Lead and the Site Superintendent being assigned to the Project. Resumes are to include three reference letter for both team members. Reference information should be current. The resumes should demonstrate experience of the proposed team members for similar project type, size and delivery method.

The removal and/or substitution of assigned project team members shall require the prior approval of the City of Peterborough.

### D.6.3 Similar Project Experience

The Proponent shall provide a completed CCDC Form 11 – 2019 Contractors Qualification Statement. Proponents can submit additional project information sheets

up to a maximum of three similar projects completed in the last 7 years that are comparable on construction type. Identify the original project budget, the final budget and the reasons for variance, if any.

The additional project information sheets should be 4 pages in total per project being submitted.

#### **D.6.4 Project Understanding, Approach and Schedule**

The Proponent shall include an outline of your understanding of the Project, based upon the information provided. Provide an overview of the approach you would take to ensure successful delivery of the Project. This section to be a maximum of 5 pages.

Include in your submission examples of:

- a. A previous construction schedule for a similar project using the latest edition of Primavera, Microsoft Project or equivalent software.
- b. A two week look ahead schedule for a similar project, using the latest edition of Microsoft Excel or equivalent.

The Proponent shall provide an overview of any Project scheduling considerations that you feel are crucial with respect to ensuring successful Project delivery in accordance with milestone dates, and how you would ensure adherence to such milestones.

#### **D.6.5 Cost Control and Quality Assurance/Quality Control Program**

The Proponent shall provide an overview of your firm's approach to cost control with a project. Highlight any processes or strategies that you employ to assure quality assurance and quality control for all phases of the project. This section to be a maximum of 5 pages.

### **D.7 Accessibility**

#### **D.7.1 Statement of Commitment to Accessibility**

The City of Peterborough is committed to demonstrate leadership for accessibility in the community. Our goal is to meet the diverse needs of all people and follow the principles of dignity, independence, integration and equal opportunity. We will strive to achieve an inclusive environment for our facilities, goods, services, employment, information and transportation.

#### **D.7.2 Training**

Proponents are required to have completed accessibility training in accordance with section 7 of the Integrated Accessibility Standards Regulation (IASR) of the **Accessibility for Ontarians with Disabilities Act (AODA)**.

The following chart outlines required training for this project:

<b>Accessibility Training Module</b>	<b>Required</b>
Customer Service Standards	Yes
Ontario's Human Rights Code Training	Yes
General Requirements	Yes
Information and Communications Standards	Yes

# RFP-15-22 - Construction of New Fire Station 2

Opening Date: August 18, 2022 2:00 PM

Closing Date: September 22, 2022 3:00 PM

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## Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

\* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

### Appendix C - Pricing - Schedule 1 Fixed Pricing

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Rates quoted by the proponent 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.

Description	Unit	Amount *
RFP-15-22 Lump Sum Bid Price	LS	
	Subtotal:	

### Appendix C - Pricing - Schedule 1 Fixed Pricing - Cash Allowance

Description	Unit	Amount
Cash Allowance – Independent Testing and Inspection	LS	\$75,000.0000
Cash Allowance – Miscellaneous Contingency	LS	\$200,000.0000
	Subtotal:	

### Appendix C - Pricing - Schedule 2 Unit Rate Pricing

The following unit prices will be used to add or delete items of work based on the unit price value.

Unit prices are to include all costs, overhead and profit and any other charges deemed to be part of the requirements to complete the work.

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Rates quoted by the proponent 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.

Description	Unit	Unit Price *
Excavation (Machine)	m3	
Excavation Trenching	m3	
Granular A Fill compacted in place	m3	
Granular B Fill compacted in place	m3	
Concrete Reinforced Apron (supply and place)	m2	
Asphalt (supply and place)	m2	
Geothermal vertical borehole and piping extra depth	linear m	
Geothermal vertical borehole and piping less depth	linear m	

### Appendix C - Pricing - Schedule 3 Labour Rate Pricing

The following labour rates will be used to add or delete work.

Labour rates are to include all costs, overhead and profit and any other charges deemed to be part of the requirements to complete the work.

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Rates quoted by the proponent 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.

Description	Rate / Hour *
GC Site Supervisor	
GC Labourer	
Plumber/Pipefitter	
Mechanical Apprentice	
Electrician	
Electrical Apprentice	

### Appendix C - Pricing - Schedule 4 Separate Pricing

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Rates quoted by the proponent 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.

Description	Unit	Est Quantity	Unit Price *
Drafting Pit tank	LS	1	
Diesel fueling station	LS	1	
NG Generator	LS	1	

### Summary Table

Bid Form	Amount
Appendix C - Pricing - Schedule 1 Fixed Pricing	
Appendix C - Pricing - Schedule 1 Fixed Pricing - Cash Allowance	\$ 275,000.00
HST (13%)	\$ 35,750.00
Total Contract Amount:	

### Appendix E - References

Each respondent is requested to provide three (3) references from similar projects within the last five (5) years.

The reference checks will be completed for the highest scoring respondent only. Should the highest scoring respondent receive one or more negative reference(s), the City, at its discretion, may remove the respondent and proceed to the next highest scoring respondent.

Company Name *	Phone Number	Email Address	Contact Person(s) *	Type of Goods/Services Provided *	Dates Goods/Services Provided *

## Sub-Contractors

### Appendix F - Subcontractors

Submit a list of sub-contractors/suppliers to be used for the project.

Please indicate the use of "own forces" where applicable.

Subcontractor/Supplier	Company Name & Address *	Contact Name	Phone Number	Email Address	Years in Business
Civil					
Concrete Formwork and Finishing					
Mechanical					
Geo-thermal					
Sprinkler					
Electrical					
CLT					
Structural Steel					
Roof					
Other					
Other					

### Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- D.3.3 Proof of Ability to Bond \* (mandatory)
- D.6.1 Proponent Profile \* (mandatory)
- D.6.2 Project Team and References \* (mandatory)
- D.6.3 Similar Project Experience \* (mandatory)
- D.6.4 Project Understanding, Approach and Schedule \* (mandatory)
- D.6.5 Cost Control and Quality Assurance/Quality Control Program \* (mandatory)

## Addenda, Terms and Conditions

### 1. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

### 2. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### 3. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

### 4. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

### 5. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

### 6. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, 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 proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this proposal.

I have the authority to bind the organization.

You must declare all potential Conflicts of Interest, as defined in the Conflict of Interest terms in the solicitation document. This includes disclosing the names and all pertinent details of all individuals (employees, advisors, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the City of Peterborough within twelve (12) months prior to the Submission Deadline.

By selecting "no" in the box below, you will be deemed to declare that (a) there was no Conflict of Interest in preparing your submission and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

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

- You declare that there is an actual or potential Conflict of Interest relating to the preparation of your submission, and/or you foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

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

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

