

— City of —
PICKERING

Request for Proposals
for
Renovations to Fire Station #2

Request for Proposals No.: **RFP2024-11**

Issued: **July 3rd, 2024**

Submission Deadline: **July 26th, 2024 @ 2:00 PM local time**

TABLE OF CONTENTS

Part 1 – Invitation And Submission Instructions	3
1.1 Invitation to Proponents.....	3
1.2 RFP Contact.....	3
1.3 Contract for Deliverables.....	4
1.4 RFP Timetable.....	4
1.5 Submission Instructions.....	5
Part 2 – Evaluation, Negotiation and Award	7
2.1 Stages of Evaluation and Negotiation.....	7
2.2 Stage I – Mandatory Submission Requirements.....	7
2.3 Stage II – Evaluation.....	7
2.4 Stage III – Pricing.....	7
2.5 Stage IV – Ranking and Contract Negotiations.....	8
Part 3 – Terms and Conditions Of The RFP Process	10
3.1 General Information and Instructions	10
3.2 Communication after Issuance of RFP.....	11
3.3 Notification and Debriefing.....	12
3.4 Conflict of Interest and Prohibited Conduct.....	12
3.5 Confidential Information.....	15
3.6 Procurement Process Non-Binding.....	15
3.7 Governing Law and Interpretation.....	16
Appendix A – Form of Agreement	17
Appendix B – RFP Particulars	18
A. The Deliverables.....	18
B. Material Disclosures.....	18
C. Mandatory Submission Requirements.....	18
D. Mandatory Technical Requirements.....	18
E. Pre-Conditions of Award.....	18
F. Evaluation Criteria.....	20
Appendix C – Submission Form	23
 Attachment 1 - 17116 Pickering Fire Hall #2 - Roof Ladder Drawing and Spec	
Attachment 2 - IFT Interior Alterations to Existing Fire Hall	
Attachment 3 - REPORT - Chemsolv DSS - FS2 2018-01-09	
Attachment 4 - General Conditions & Requirements	
Attachment 5 - CCDC2-2020-E	
Attachment 6 - CCDC2-2020 - Supplementary Conditions (City of Pickering)	
Attachment 7 - Elect_Spec_17264 Re-Issued for Tender June 10, 2024	
Attachment 8 - Specifications - Re-Issued for Tender - June 10, 2024	
Attachment 9 - Agreement to Bond	

Part 1 – Invitation And Submission Instructions

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by the City of Pickering (the “City”) to prospective proponents to submit proposals for **Renovations to Fire Station #2**, as further described in Section A of the RFP Particulars (Appendix B) (the “Deliverables”).

1.1.2 Proponent Must Be Single Entity

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

1.1.3 Bidding System Registration

All proponents must have a vendor account with the City’s electronic bidding system at: <https://pickering.bidsandtenders.ca> and must be registered as a plan taker for this opportunity. This will enable the proponent to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda, and submit their proposal electronically through the bidding system.

1.2 RFP Contact

To contact the City in relation to this RFP, proponents must initiate the communication electronically through the bidding system. 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:

Cat Ciolko-Sutton, Buyer – cciolkosutton@pickering.ca

Proponents should only contact the RFP Contact where specifically instructed to in this RFP. All other communication in relation to this RFP, up to and including the submission of the proposal, must be through the 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 the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. 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.

1.3.2 Term of Contract

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

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	July 3 rd , 2024
Mandatory Site Visit / Pre-Bid	July 10 th @ 2:00PM
Deadline for Questions	July 17 th , 2024 @ 12:00 PM local time
Deadline for Issuing Addenda	July 19 th , 2024
Submission Deadline	July 26 th , 2024
Rectification Period	2 business days
Anticipated Ranking of Proponents	August 5 th , 2024
Contract Negotiation Period	7 calendar days
Anticipated Execution of Agreement	August 2024

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.

1.4.2 Site Visit / Pre-Bid Meeting (if applicable)

A **mandatory** site visit will be held on July 10th @ 2:00PM at 553 Kingston Road, Pickering, ON.

Proponents will be required to sign in upon arrival. Only those who attend the site visit and sign in will be permitted to submit response on this RFP. Proponents should report any discrepancies between existing conditions and those mentioned in the specifications.

Proponents should take exact measurements, inspect all existing conditions and ascertain the amount of work involved, estimate any difficulties to be encountered, including the nature of the subsurface materials and conditions to be satisfied as to the total requirements to undertake the work as specified herein.

1.5 Submission Instructions

1.5.1 Submission of Proposals

Proposals must be submitted electronically through the bidding system at:

<https://pickering.bidsandtenders.ca>

Submissions by other methods will not be accepted.

In the event of any technical issues, proponents should contact the bidding system's technical support.

1.5.2 Proposals to Be Submitted on Time

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

Proponents are cautioned that the timing of 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, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.

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 the bidding system's technical support immediately.

1.5.3 Proposals to Be Submitted in Prescribed Format

Proposal materials should be prepared and submitted in accordance with the instructions in the bidding system, 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 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. Prior to

the Submission Deadline, proponents may withdraw a submitted proposal 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 C of the RFP Particulars (Appendix B).

2.3 Stage II – Evaluation

Stage II will consist of the following two (2) 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 of the RFP Particulars (Appendix B) have been met. If a proposal fails to satisfy all of the mandatory technical requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Proposals that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

2.3.2 Non-Price Rated Criteria

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Evaluation Criteria in Section F of the RFP Particulars (Appendix B).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section G of the RFP Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the City may require the proponent 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 proponent is unable to satisfactorily account for the abnormally low pricing, the City may reject the proposal. The City may also reject any proposal 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 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked 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 with the highest score on the non-price rated criteria.

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 top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked 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 E of the RFP Particulars (Appendix B), 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 E of the RFP Particulars (Appendix B) 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 top-ranked proponent and may invite the next-best-ranked

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 top-ranked 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.

A proponent who submits conditions, options, variations, or contingent statements, either as part of its proposal or after receiving notice of selection, may be disqualified.

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 format, 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 through the bidding system on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The City is under no obligation to provide additional information, and the City is not 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 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.

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. 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 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. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at the City's location or by way of conference call or other remote meeting format as prescribed by the City.

3.3.3 Procurement Protest Procedure

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

If, after attending a debriefing, the proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures. The written notice must contain:

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

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

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) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - (iv) 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
 - (v) 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.

An existing supplier of the City may be precluded from participating in the RFP process in instances where the City 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 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 C).

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 selected 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 Supplier Suspension

The City 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 City'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 City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the City 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 City in making its final decision.

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 6.

Appendix B – RFP Particulars

A. The Deliverables

The Contractor will be required to complete the work, including the supply of all labour, material, equipment, in accordance with all details, requirements and specifications contained in the attachments listed below:

This project will be completed in phases.

B. Material Disclosures

The award of any contract will be subject to budget approval.

C. Mandatory Submission Requirements

1. Submission Form (Appendix C)

Proponents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

2. Pricing

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

4. Subcontractors (Appendix D)

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

6. Other Mandatory Submission Requirements

Agreement to Bond

Each submission must include a completed copy of the Agreement to Bond form. The Agreement to Bond ensures that a performance bond and a labour and materials payment bond can be supplied upon Notice of Intent to Award.

D. Mandatory Technical Requirements

N/A

E. Pre-Conditions of Award

The selected proponent must satisfy the following pre-conditions of award within 10 working days of notice 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.

(a) Performance Bond and Labour and Material Bond;

- i. The Bidder shall provide the City with a performance bond in the amount of fifty (50%) percent of the tendered amount to guarantee the Bidder's faithful, due, and proper performance (including maintenance for two (2) years after date of completion certificate) of the contract resulting here from. Such bond shall be issued in the Form 32 Performance bond under 85.1 of the Construction Act by a Guarantee Surety Company, authorized by law to carry on business in the province of Ontario, having an office in Ontario and in other respects acceptable to the City.
- ii. The Bidder shall provide the City with a labour and material payment bond in the amount fifty (50%) percent of the tendered amount to guarantee his fulfillment of all obligations in respect of payment for labour and material used on this project. Such bond shall be in the Form 31 Labour and Material Payment bond under section under 85.1 of the Construction Act issued by a Guarantee Surety Company, authorized by law to carry on business in the province of Ontario, having an office in Ontario and in other respects acceptable to the City.

(b) A copy of the current certificate of insurance as needed to satisfy the requirements in the CCDC2-2020 & Supplementary Conditions to the CCDC2-2020, (GC 11.1). The City may require the Bidder to prove that all premiums on policy(ies) have been paid.

The Company must and agrees to provide the City with valid Insurance Certificates throughout the period of the contract, to be updated prior to the expiration dates automatically and routinely.

(c) A copy of the current Clearance Certificate issued by Workplace Safety & Insurance Board.

- i. The Bidder shall provide the City with a Certificate of Clearance from the Workplace Safety & Insurance Board as set out herein, certifying that all assessments and liabilities payable to the Board have been paid, and that the Bidder is in good standing with the Board. The Bidder shall provide the City with a Certificate of Clearance prior to final payment certifying that the City will not be liable to the Board for future payments in connection with the Bidder's completion of the project.
- ii. All of the Bidder's personnel must be covered by the Workplace Safety & Insurance Board at the Company's sole expense.
- iii. The Company must and agrees to provide the City with valid WSIB Clearance Certificates throughout the period of the contract, to be updated prior to the expiration dates automatically and routinely.

(d) A copy of the City's Health and Safety Regulations Acknowledgement Form currently dated and signed;

- (e) A Waste Management Plan that can include but is not limited to:
- i. Procedures for educating workers and subcontractors in order to ensure adherence to the Waste Management Plan;
 - ii. Methods for reducing waste such as ordering material only as required, using up excess material on site where possible, or prefabricating sections off site;
 - iii. Methods and techniques for collecting, separating, and recycling waste materials and packaging, including a list of materials to be recycled and percentage expected to be recycled or sent to landfills;
 - iv. Provisions for dealing with hazardous waste, including procedures for handling, clean-up and disposal;
 - v. A list of carriers and disposal destinations for each material to be disposed of or recycled. The list should be provided initially or at least before the final payment is made. This will ensure that all materials are being recycled and waste is legally disposed of;
 - vi. Alternative options for recovering higher percentages of materials and related costs; and
 - vii. The cost associated with the recovery of the material and the anticipated revenues from the sale of such material.

F. Evaluation Criteria

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.

Non-Price Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Experience and Qualifications	20	14
ii. Work Plan	30	18
iii. Safety Plan	20	14
References	Pass/Fail	Pass
Pricing (see Section G below)	30	N/A
Total Points	100	N/A

Suggested Proposal Content for Non-Price Criteria

i. Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent;
- (b) a description of its knowledge, skills, and experience relevant to the Deliverables;

- (c) a completed and sealed CCDC 11-2019 form; and
- (d) the roles and responsibilities of the proponent and any of its agents, employees, and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

ii. Work Plan – 30 points

Fire Station will remain fully operational (24/7) throughout the duration of the work. Provide a detailed work plan that highlights all stages of the work in order to keep the facility fully operational, including maintaining functional kitchen and sleeping areas at all times. The detailed work plan must include:

- a) Strategies to avoid or mitigate delays
- b) Methodology and phasing of the work
- c) Set-up plan

Each proponent should provide the following in its proposal:

Gantt charts highlighting the schedule of the project. The Gantt charts should include all of the major milestones/deliverables and a commitment to the stipulated start and completion dates, including material delivery lead times etc.

iii. Safety Plan – 20 points

Each proponent should provide the following in its proposal:

An overall safety plan (in no more than 2 pages) on how Fire Services staff working at the station will be kept safe throughout the duration of the work, including:

- a) Hoarding plan
- b) Access to exits (people and vehicles)
- c) Maintaining functional kitchen and sleeping areas
- d) Maintaining at least one functional washroom
- e) Cleaning regimen

References

The reference checks will be completed on the top ranked proponent only. Should the top ranked proponent receive one or more negative reference(s), the City, at its discretion, may disqualify the proponent and proceed to the next top ranked proponent. The City reserves the right to contact additional listed references supplied as part of the submitted CCDC 11 document.

G. Price Evaluation Method

Pricing is worth 30 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

Instructions on How to Provide Pricing

- (a) Proponents are required submit their pricing information electronically within 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) Unless otherwise indicated in the requested pricing information, 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.

Required Pricing Information

Proponents are required to submit their pricing information electronically within the bidding system.

Appendix C – Submission Form

Proponents are required to submit their information in accordance with the instructions provided in the bidding system.

RFP2024-11 - Renovations to Fire Station #2

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.

*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.

Pricing Form

Pricing is worth 30 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

Instructions on How to Provide Pricing

- Proponents are required submit their pricing information electronically within the bidding system.
- Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- Unless otherwise indicated in the requested pricing information, 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	Quantity	Unit Of Measure	Unit Price *	Total Price
Base Bid for Construction of Fire Hall #02 including all requirements of RFP2024-4	1	LS		
Base Bid for Roof Ladder Scope	1	LS		
Subtotal:				

Summary Table

Bid Form	Amount
Pricing Form	
Subtotal Contract Amount:	

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. The Bidder shall state only one (1) subcontractor for each type of work Bidder(s) shall upon request by the City of Pickering produce a list of references for all or any proposed Subcontractors within three (3) business days.

Subcontractor List

Provide a list of subcontractor Contractor names intended to be employed on this project by the Contractor for the following items of work. Where no subcontractor to be used, Contractor to state work to be undertaken by own forces

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Contractor Name	Work to be Undertaken	Approximate Value of Sub-Let Work

Documents

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

- i. Experience and Qualifications * (mandatory)
- ii. Work Plan * (mandatory)
- iii. Safety Plan * (mandatory)
- Agreement to Bond * (mandatory)
- CCDC11-2019 * (mandatory)
- Additional Document (optional)

Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the City of Pickering's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the City of Pickering), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the City of Pickering.
5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Three (3) Calendar Days after notification of Award.
6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the City of Pickering.

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.

I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

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. 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. Communication with Competitors

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

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

- a. it has prepared its proposal 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 proposal; or
 - v. the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- a. it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

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

6. No Prohibited Conduct

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

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a 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.		