



Request for Proposals

For

New Construction of a Fire Hall, Fire #4, in the community of Alliston, ON

Request for Proposals No.: **P25-02**

Issued: **January 8, 2025**

Submission Deadline: **February 3, 2025, 2:00:00pm local time**

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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 Corporation of the Town of New Tecumseth (the “Town”) to prospective proponents to submit proposals for **New Construction of a Fire Hall (Fire Station #4), in the community of Alliston, at 6365 14th Line, New Tecumseth, ON**, as further described in Section A of the RFP Particulars (Appendix A) (the “Deliverables”).

Located an hour north of Toronto, and minutes west of Highway 400, the Town is in the southern portion of Simcoe County and home to three vibrant centres - Alliston, Beeton and Tottenham, each with their own distinct urban core. A current population of just under 44,000 residents, the Town is designated as a growth node, with an anticipated population increase to more than 55,000 residents by 2031. Small-town charm is balanced with a mix of urban and rural amenities that support the Town’s heritage and make the community a desirable destination to live, work and play. The town’s average annual operating expenditures are more than \$35M, with average annual capital expenditures more than \$80M.

The Town is seeking a General Contractor to construct the new fire station, a one-story building with approximately 12,600 square feet, and a helical pile foundation. Site servicing and grading works are also required, including drainage, the installation of a temporary gravel access road for contractor laydown and parking, a new gravel road to permit public access to the adjacent sports fields, and the removal and reinstatement of a berm embankment.

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 Town. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one 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 Town’s electronic bidding system at: www.biddingo.com/newtecumseth 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 Town in relation to this RFP, proponents must initiate the communication electronically through the bidding system. The Town 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:

Purchasing Services
Tanya Gaudet
tgaudet@newtecumseth.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 Town, 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 Town for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Annex 1) are to form the basis for commencing negotiations between the Town 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

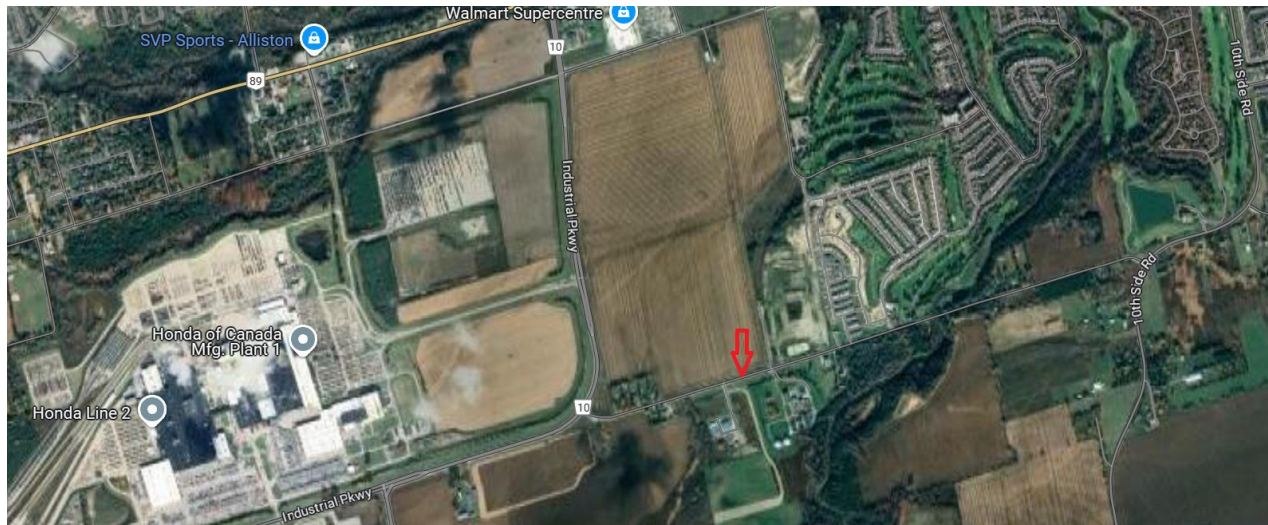
Activity	Date / Time
Issue Date of RFP	January 8, 2025
Intentionally Left blank] local time
Deadline for Questions	January 27, 2025, 2:00:00pm local time
Deadline for Issuing Addenda	January 29, 2025, 2:00:00pm local time
Submission Deadline	February 3, 2025, 2:00:00pm local time
Rectification Period	3 business days
Anticipated Ranking of Proponents	February 21, 2025
Contract Negotiation Period	14 calendar days
Anticipated Execution of Agreement	March 3, 2025

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

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

There is no formal site visit, however Proponents and subtrades are welcome to visit the lands at their leisure to take necessary steps to develop clear and comprehensive knowledge of the Deliverables required. Proponent attendance is optional, there will be no Town staff on site.

The subject property is located at 6365 14th Line, New Tecumseth.



1.5 Submission Instructions

1.5.1 Submission of Proposals

Proposals must be submitted electronically through the bidding system at: [Biddingo](#)

Submissions by other methods will not be accepted.

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

The bidding system host has published an on-line file submission demonstration at: [YouTube](#).

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. In the event of a discrepancy between local time and the bidding system web clock, the bidding system web clock will prevail. 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 Town 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 Town 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 Town issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix A).

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

The Town will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix A) have been met. If a proposal fails to satisfy all of the mandatory technical requirements, the Town 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 Town 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 A).

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 A). 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 Town 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 Town may reject the proposal. The Town 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 Town. In the event of a tie, the selected proponent will be the proponent with the 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 Town 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 (Annex 1) are to form the basis for commencing negotiations between the Town and the selected proponent. Negotiations may include requests by the Town 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 Town for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The Town intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Town 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 A), 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 A) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the Town 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 Town 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 Town may consider the proponent's past performance or conduct on previous contracts with the Town or other institutions.

3.1.5 Information in RFP Only an Estimate

The Town 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 Town

The Town 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 Town makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Town 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 Town is under no obligation to provide additional information, and the Town 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 Town 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 Town, 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 Town.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the Town 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 Town 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 Town 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 thirty (30) days of such notification. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at the Town's location or by way of conference call or other remote meeting format as prescribed by the Town.

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 Town will send an initial response to acknowledge receipt of the proponent's notice and indicate the date by which the Town 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 Town 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;
- (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 Town may disqualify a proponent for any conduct, situation, or circumstances, determined by the Town, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the Town may be precluded from participating in the RFP process in instances where the Town 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 Town may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the Town 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 in the bid system.

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 Town; 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 Town 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 Client'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 Town, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

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

3.5 Confidential Information

3.5.1 Confidential Information of the Town

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

- (a) is the sole property of the Town 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 Town; and
- (d) must be returned by the proponent to the Town immediately upon the request of the Town.

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 Town. The confidentiality of such information will be maintained by the Town, 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 Town 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 Town 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 Town 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 Town to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Town 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 – RFP Particulars

A. The Deliverables

The New Tecumseth Fire Service provides emergency response and fire prevention programs from three municipal fire stations located in New Tecumseth, one each in the communities of Alliston, Beeton, and Tottenham, Ontario. A need has been identified for a second station in the Alliston area.

The site selected for the new fire station is 6365 14th Line, New Tecumseth / North Part Lot 8 Concession 13, Part 1 & 3 of 51R26286, ROLL #432404000514860. Currently, the Fire Station land is largely vacant and undeveloped.

The Town is seeking a General Contractor to construct the new fire station, a one-story building with approximately 12,600 square feet, 3 double-length apparatus bays, and a helical pile foundation. The facility is also to be outfitted with a standby generator and a septic pumping station. The General Contractor will also be responsible for upgraded electrical services to the property, adjacent roads depot and some smaller outbuildings require electrical upgrade and tie-in, site works, such as municipal service hook-up, lot grading, drainage, the installation of a temporary gravel access roads, temporary contractor laydown and parking, the rebuilding of a new gravel road to permit public access to the adjacent sports fields, permanent roads / driveways, the removal and reinstatement of a berm embankment, landscaping, exterior seating, and illuminated signage. Note that there are some removals to be returned to owner (i.e. chain link fence).

The contractor shall maintain the newly constructed depot and sports field access roads throughout construction of the fire station, including maintenance, grading, patching, repair, and snow clearing.

It is expected that road and berm rebuilding shall be incorporated in the initial works to provide unobstructed access to neighbouring properties during construction and to maximize the reuse of existing soils. See the Architectural drawing set for further details on work phases. Note that the General Contractor is to have soils tested in accordance with current regulations. Excavated soils are to be kept separate from relocated berm soils. Dust control plans are required and must have pre-approval.

The Town already owns the subject property, and a Building Permit is in place. It is therefore expected that the General Contractor will conduct the specified pre-construction meeting(s) immediately upon final award, followed promptly by mobilization and commencement of the works. Upon commencement, work must be continuous to completion and works must be properly coordinated to achieve efficiencies in the schedule. Interference drawings are required. It is expected that the construction will commence upon award and the project will achieve Ready for Takeover status within 18 months.

Contractor shall have a designated representative available for 24/7 emergency callout service during the construction.

Adhere to submittal timelines specified in the Annexes, including weekly schedule updates, a cash allowance schedule, updated periodically, monthly progress reports, monthly billing, monthly site photos, as-built drawings, updated periodically, etc.

Plan major construction activities during seasons with moderate temperatures, where appropriate, and adhere to industry best practices to ensure quality and longevity. For example, avoid concrete pours during extreme cold or heat.

In addition to the notices outlined in the Annexes, please provide 48 hours' written notice before commencing any temperature-sensitive works, such as asphalt laying, planting, and root ball trimming, if required. This notice allows a Town representative the option to witness the works. Regardless of whether a Town representative is present, the General Contractor remains fully responsible for properly coordinating and executing these activities. Additionally, provide the Town with 48 hours' written notice for any works that impact the roadway.

The General Contractor shall assume the responsibility for coordination and scheduling of all authorities having jurisdiction, such as utilities, telecommunications, conservation authority, and required municipal building department inspections. Any areas that must be disturbed by the authority shall be made good by the General Contractor.

Required municipal inspections identified to date include:

- Footing (Prior to Concrete Placement)
- Backfill (Prior to Backfilling Foundation)
- Water Service (Prior to Backfilling)
- Sanitary Building Sewer
- Storm Building Sewer
- Sanitary Building Drain (Inside Building)
- Storm Building Drain (Inside Building)
- Structural Framing
- Rough-In Plumbing
- Rough-In Heating
- Insulation & Vapour Retarder
- Air Barrier
- Fire Separation
- Sprinkler System
- Occupancy, and
- Final Inspection (Total Completion)

B. Material Disclosures

Information material to the contract that could affect the proponent's decision to submit a proposal or the proposal price, include but may not be limited to:

- The property is in an area regulated by the Nottawasaga Valley Conservation Authority.
- Any reference within the documentation to 6355, 6375, or other street number is reference to combined or adjacent lands before the Fire Station parcel was slated for development.
- Some documentation has the Town Hall address listed as 10 Wellington. We have moved. Be advised that the proper address for the Town for notices etc. is 24 Tupper St. W., Alliston, ON, L9R 1H2.
- The Town, in its absolute discretion, may reject a proposal if the proponent, or any officer or director of the proponent is or has been engaged, either directly or indirectly, in a legal action or claim against the Town of New Tecumseth, its elected or appointed officers and staff in relation to:
 - Any other contract with the Town of New Tecumseth.
 - Any matter arising from the Town's exercise of its powers, duties or functions.
- The Town, in its absolute discretion, may not award, accept a proposal, or recall a proposal at a later date:
 - When only one (1) proposal has been received as a result of the RFP.
 - When all proposals received fail to comply with the specifications or terms and conditions of the RFP.
 - Where a change in the scope of work or specifications is required.
 - Where the lowest responsive and responsible / qualified proposal substantially exceeds the estimated cost.

Site overview:



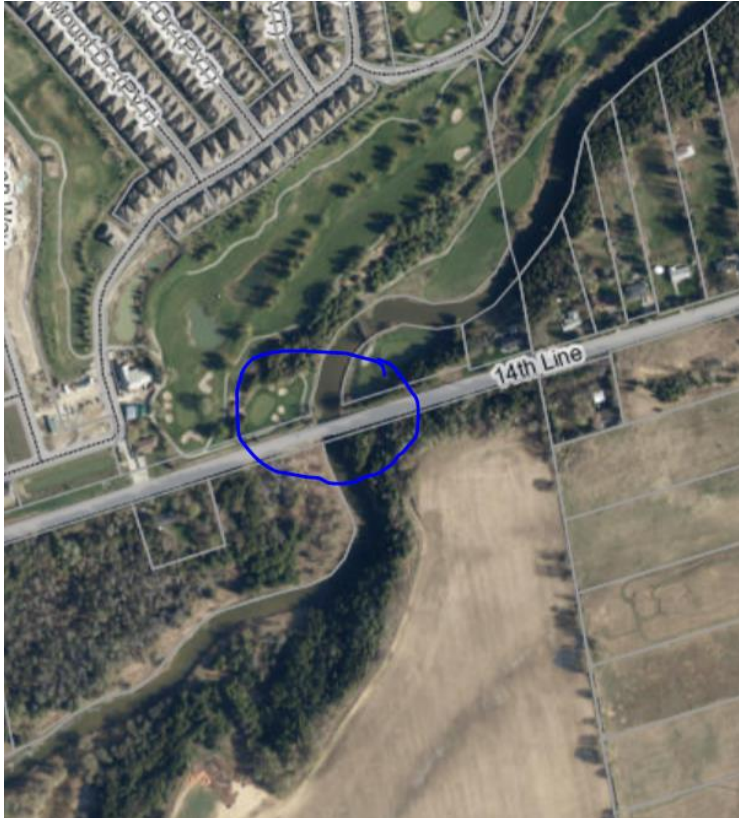
Site overview with Fire Station location circled in red:



- The build site is flanked on all sides by other Town lands - a public roadway, a wastewater treatment plant, a roads depot, and public sports fields, all of which will remain operational throughout the construction and must not be adversely impacted by construction work, equipment, or vehicles. Although adjacent lands are owned by the Town, they shall not be used for any purpose without the prior express written consent and scheduling of the Town. It is the sole responsibility of the General Contractor to obtain all requisite approvals and make all necessary preparations including any remedial work required.

- The existing 14th Line bridge over the Nottawasaga River just east of the site has a 15-tonne load restriction and cannot be used for deliveries or as access to the site by the General Contractor, its subcontractors, suppliers, or for deliveries. The haul route and access to the site is from Industrial Parkway. This requirement must flow down to all subcontracts. For further information, refer to the Architectural drawing set.

14th Line bridge, circled in blue, cannot be used:





Industrial Parkway access shown in yellow:



- In submitting a proposal and entering into any resulting contract, Contractor covenants that all their employees and subcontract employees are knowledgeable in and follow the regulations which pertain to their duties which are included in the *Occupational Health and Safety Act* (R.S.O.), 1990, as amended and any regulations made pursuant to the Acts, and any other applicable legislation. For the purposes of the *Occupational Health and Safety Act*, the General Contractor is the 'employer' and shall hold obligation for safety on the project, even in circumstances where it does not employ the workers performing the actual construction work on the project. Neither the Owner nor its consultants intend to be the 'employer', 'constructor', or 'safety officer' of the construction work, nor to professes it has the skill, expertise or knowledge to accept responsibility for same, which it expressly delegates to the Contractor, notwithstanding that from time to

time either may send its employees or representatives to the worksite to perform inspections, monitor the site for quality control, and to monitor the progress of work. Any personnel sent to the site by the Town is for the protection of the Owner's interest in the work and shall not relieve the General Contractor of the responsibility to ensure all protective measures are in place to safeguard the workplace prior to work being undertaken by any party. In any event, the Contractor covenants that it is the 'constructor', the 'employer' of all workers, the expert in its field and in construction health and safety best practices and is therefore solely responsible for control over the workplace, the workers on the site, and the safety of the work, the workers, and all personnel accessing the jobsite.

- No substitution of General Contractors assigned personnel shall be permitted without prior approval. Any substitute personnel shall have the same or greater experience and competencies.
- The water table may be high in this area at times, as described further in the Geotechnical Report. This may impact works, for example bearing capacity and the required pavement structure thickness.
- Construction activities, including haulage must adhere to New Tecumseth standards and by-laws, including but not limited to:
 - Engineering design standards for capital design projects, such as roads, intersections, and right of way, transportation and traffic control, utilities and road markings, storm drains, stormwater management, water distribution, grading, landscaping, tree protection and urban design.
 - Requirements for the construction and installation of watermains and service connections in the Town, including those outlined in the Drinking Water QMS Policy.
 - Noise By-law
 - Road Occupancy Permits By-law
 - Road Use and Care By-law
 - Parking and Traffic By-law
 - Reduced Load Limit By-law
- All work must be performed between the hours of 7 a.m. to 7 p.m., Monday to Saturday, but excluding Sunday and any recognized holiday in the Town of New Tecumseth. Any work to be performed outside of this time must have the approval of the Town prior to commencing the work.
- The standard business hours for the Town are 8:30 AM to 4:30 PM, Monday to Friday, excluding statutory holidays. Coordination with the Town, where required, must be within these days and hours.
- The Architect and Contract Administrator designated by the Owner to be Owner's representative for the purposes of the construction contract is Alaimo Architecture Inc.

- The Town may have specified certain product and brand names throughout this document and the Annexes. Equivalent items will not be considered during the bidding period. In most instances, the Town would be willing to consider an equivalent for the specified item, during negotiations. However, the determination of the item to be an “acceptable” equivalent will be at the sole discretion of the Town. Where a product, design, manufacturer, etc. has been stipulated and, there is no “equivalent” suggested, the Contractor must complete the work based on the specified item and, without substitution.
- Holdback and other requirements of the *Construction Act*, R.S.O. 1990, apply.
- The Contractor shall, upon request, attend on site to measure and agree upon the quantities of the work performed. Should the Contractor fail to meet the request within one week’s time, the Owner’s representative may measure the quantities of the completed work in the absence of the Contractor and those quantities shall be deemed to be accepted and agreed by the Contractor as the quantities of work performed by the Contractor for that part of the contract.

There are also pre-conditions of award or performance, such as performance security. See below sections.]

C. Mandatory Submission Requirements

1. Submission Form

The proponent shall complete in the bid system a Submission Form completed and signed by an authorized representative of the proponent.

2. Pricing

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

3. Other Mandatory Submission Requirements

Each proposal must include the following:

- (a) List of Subcontractors;

The proponent shall complete in the bidding system a list of its proposed subcontractors. State OWN FORCES if a sub-Contractor is not required; otherwise name work and sub-Contractor proposed to be used. Information to be submitted includes:

- (i) Subcontractor name.
- (ii) Description of the work(s) to be sublet.

- (iii) Subcontract address.
- (iv) Subcontractor's contact name.
- (v) Contact phone number.
- (vi) Contact email.
- (vii) Values to be sublet to the subcontractor.

At minimum the main subcontractor must be identified for: Electrical, Mechanical, Structural, Civil, Pump Station, Landscape, and Sprinkler.

(b) List of References;

The proponent shall complete in the bidding system three references comprised of other **owners** for projects it has completed within the last five years with a scope and nature similar to the project described in this RFP. Where the proponent has previously completed work for the Town, the proponent must include the Town as a fourth reference. Information to be submitted includes:

- (i) Owner name.
- (ii) Description of the project.
- (iii) Project value.
- (iv) Project start date.
- (v) Project completion date.
- (vi) Owner's contact name.
- (vii) Owner's contact phone number.
- (viii) Owner's contact email.

(c) Contractor's Qualification Statement CCDC 11;

The Proponent must submit a completed CCDC Document 11, latest version.

(d) Bid Security;

Bid Security to be submitted in the form of a Bid Bond made payable to the Town of New Tecumseth as security for the execution and delivery of the Contract and the provision of

the required bonds, insurance and other documents required to be delivered as specified herein, as a pre-condition of award.

- (i) The Bid Security shall be in the amount of ten percent (10%) of the total bid price excluding taxes.
- (ii) The Bid Security shall remain valid and in effect for a period not less than sixty (60) calendar days from the Submission Deadline.
- (iii) Any bonds submitted must be in provided in a verifiable digital format or e-bond.

The Bid Security of all proponents, except for the three (3) lowest bids, will be returned within five (5) Calendar Days after the Submission Deadline.

The awarded Contractor's Bid Security will be returned once all pre-conditions of award are satisfied, including execution of the contract documents.

(e) Agreement to Bond;

Surety Consent Form (Agreement to Bond), in the appropriate original form, jointly executed by the proponent and the surety company from which the bonds will be obtained.

- (i) The Bonds shall be in the amount of:
 - Performance Bond for one hundred percent (100%) of the total bid price.
 - Labour and Materials Payment Bond for fifty percent (50%) of the total bid price.
- (ii) Any bonds submitted must be in provided in a verifiable digital format or e-bond.
- (iii) Such bonds shall be taken out with a Guarantee Surety Company, authorized by law to carry out business in the Province of Ontario and having an office in Ontario.

- (f) Safety Record (Workplace Safety and Insurance Board CAD-7 for construction);
- (g) Licences, where licensed trades are employed by the General Contractor;
- (h) Certificates, where employed by the General Contractor;
- (i) Proposed Preliminary Project Schedule; and

- (j) Resumes of assigned Project Personnel, including Site Superintendent, Site Foreman, and Project Manager / Coordinator.

Proponents should also submit with the bid, information requested within Section F, Evaluation Criteria. Where specific information is not submitted, the Town, at their sole discretion, may rely on information submitted in the mandatory CCDC 11 document for evaluation of rated requirements. However, a complete and detailed rated requirements submission is expected to provide more favourable evaluation results.

A breakdown of Total Bid Price is to be submitted within 48 hours after the Submission Deadline

D. Mandatory Technical Requirements

Not Applicable.

E. Pre-Conditions of Award

The selected proponent will be required to satisfy the following, **within the time period specified herein**, as a pre-condition of award:

- (a) Agreement – one signed copy of the agreement cover pages signed by the vendor and the Town, in substantially the form as identified in Annex 1; Contractor shall also furnish four (4) original CCDC 2 –2020 documents for execution.
- (b) Current certificate(s) evidencing insurance in the types and limits outlined in the Agreement;
- (c) A current copy of the Workplace Safety and Insurance Board Certificate of Clearance;
- (d) Surety Bonds in the amounts and satisfying the conditions specified herein;

As per the Construction Act, on entering into a public contract, a contractor shall furnish the owner with a labour and material payment bond and a performance bond, in the prescribed form, that,

- is of an insurer licensed under the Insurance Act to write surety and fidelity insurance;
 - has the coverage limit required by the regulations and meets any other prescribed requirements; and
 - in the case of the labour and material payment bond extends protection to subcontractors and persons supplying labour or materials to the improvement.
- (e) Company Health and Safety Policy.

Evidence of good safety management in construction/building/demolition projects, and applicable work practices / procedures, such as equipment lockouts, hot work fire watch, fall arrest, and the need for hearing protection when working near loud equipment. The contract may be cancelled without penalty should there be any non-compliance safety matters or safety concerns not being resolved to the Town's expectations.

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.

In addition to minimum thresholds identified on an individual category, if any, Proponents must also score a minimum of 70% total in order to be considered.

Non-Price Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Corporate Experience	25 points	N/A
ii. Project Experience	25 points	N/A
iii. Key Personnel Experience]	25 points	N/A
Pricing (see Section G below)	25 points	N/A
Total Points	100 points]	N/A

Proponents are to submit the information requested within this section to be evaluated. For those requirements to which Proponents cannot comply, state the reason for non-compliance. Where specific information is not submitted, the Town, at their sole discretion, may rely on information submitted in the mandatory CCDC 11 document for evaluation of rated requirements. However, a complete and detailed rated requirements submission is expected to provide more favourable evaluation results.

i. Corporate Experience & Qualifications

The Proponent is to provide a company background to demonstrate their experience as it relates to the scope of services described in this RFP. Proponents are requested to:

- provide proof of a minimum 5 years in business under the name submitted as stated in the submission form, legal name of proponent.
- state the number of project managers and site superintendents they have as full-time staff.
- provide a company organization chart, current structure, include and identify project team dedicated to this project, if awarded.
- include other resources, including total number of employees, number and location of offices, number and types of equipment available to support this project

- and overview of the firm’s experience in providing services to the public sector, such as municipalities, and fire services.
- Identify, for any prior projects completed for the Town, the name of the project and the department contact for which proponent provided these services.

Additionally, the Town shall evaluate the reasonableness of the preliminary project schedule provided by the respondent, ability to mobilize on short notice, proposed start date to final delivery in accordance with timelines specified herein, major milestones, and expectations and time commitment of Town resources. The Contractors safety record will also be evaluated.

ii. Similar Project Experience and References

The proponent is to provide supplementary project information for up to four (4) similar or related projects as identified in Appendix A, B or C of the CCDC 11 submission. For the purposes of this submission “Similar Projects” shall be intended to mean projects:

- completed for municipal, institutional or governmental clients, preferably operations, EMS, office or assembly use.
- of similar construction type (new construction, helical pile, etc.).
- of similar construction scale and value.

If more than four (4) similar / reference projects are presented, only the first four (4) projects will be evaluated.

A reference letter shall be submitted for each similar project indicating satisfactory performance. The letter must be from the project owner or architect of each similar project submitted, with telephone and email for follow up.

iii. Experience of Key Personnel

The proponent is to demonstrate its organization’s ability to work as a single, integrated, well organized team and effectively coordinate activities with third parties on the project. Proponents are requested to:

- provide a narrative description of the organization of the project team and a personnel roster that identifies by name each person who will actually work on the contract, with titles, certificates, licenses.
- provide a project organizational chart specific to the named personnel above; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable.
- provide the resumes of the key personnel assigned for this project for the construction phase, including but not limited to the site superintendent, site foreman, project manager,

and project coordinator, outlining experience on similar projects and providing reference letters for the identified personnel. Clearly identify the roles, and responsibilities they provided on each project, the construction budget and year each project was completed in their resume.

- clearly highlight the similar projects the personnel have worked upon and any experience they have working on a specific project together.
- any of its agents 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.

A site superintendent assigned to the project ideally would be “Gold Seal Certified” as per the Canadian Construction Association; or a Site Superintendent that can demonstrate the requisite experience and success related to the project to the sole satisfaction of the Town.

G. Price Evaluation Method

Pricing is worth 25 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:

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

The method for determining the lowest price is the lowest lump sum, inclusive of cash allowance, but exclusive of taxes. Provisional bid items, if any, are excluded for the purposes of the evaluation.

The Town in its sole discretion

Instructions on How to Provide Pricing

- (a) Proponents should 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

Pricing structure used is Lump Sum, with Cash Allowance shown separately.

The following comprise the cash allowance items:

1. Testing & Inspection
2. Hydro Connection Fee and Transformer
3. Interior Signage - Door & Room Labels, Occupancy Restrictions etc.
4. Security
5. Fire Alarm System
6. Door Hardware
7. Window Blinds
8. Contingency items at the discretion of the Architect/Town
9. Exterior Signage and wall lettering & number including power requirements if not noted on tender package

Total Cash Allowance: \$ **500,000.00**.

Pricing forms are built in the bidding system for completion and follow the format shown below.

Base Bid Pricing Form

Item Number	Item Name	UOM	Quantity	Unit Price	Total
1	Lump Sum	Each	1		
2	Cash Allowance	Each	1	\$500,000	\$500,000
Subtotal					
Taxes (HST)					
Total					

The following breakdown of Total Bid Price is to be submitted within 48 hours after the Submission Deadline, emailed to purchasing@newtecumseth.ca. Should there be any variation in the total bid value between original submission and the breakdown, the original value submitted in the bidding system, exclusive of tax, shall prevail.

Division	Specification / Description	Amount
Division 1	General Requirements	\$
	Cash Allowances	\$ 500,000.00
Division 2	Existing Conditions	\$
Division 3	Concrete	\$
Division 4	Masonry	\$

Division 5	Metals	\$
	Structural Steel and Metal Deck	\$
Division 6	Wood, Plastics and Composites	\$
Division 7	Thermal and Moisture Protection	\$
	Roofing	\$
Division 8	Openings	\$
	Windows	\$
	Doors	
	Hardware Supply	\$
Division 9	Finishes	\$
Division 10	Specialties	\$
	Concrete/Asphalt	\$
	Catch basins and Oil separators	\$
	Overhead Doors and Closers	\$
	Property Fencing	\$
	Equipment	\$
	Pumps related to Pump Station	\$
	Special Construction	\$
	Control & Instrumentation related to Pump Station	\$
	Mechanical	\$
	Mechanical related to Pump Station	\$
	Electrical	\$
	Electrical related to Pump Station	\$
	Fire Suppression	\$
Division 22	Plumbing	\$
Division 23	Heating Ventilating and Air Conditioning (HVAC)	\$
	Vehicle Exhaust Systems	\$
Division 25	Integrated Automation	\$
Division 26	Electrical	\$
	Generator and Transfer Switch	\$
	Security	\$
	Security Camera Systems	\$
	Exterior Parking Lighting	\$

Division 27	Communications	\$
Division 31	Earthwork	\$
	Landscaping / gardens	\$
Division 32	Exterior Improvements	\$
Division 33	Utilities and Site Services	\$
Other	(Add other Divisions as required. Explain)	\$
Subtotal (Bid Amount), excluding tax		\$