



**City of Peterborough Request for Proposals**

For

**Construction and Commissioning of the Peterborough Organics Facility**

Request for Proposals No.: **RFP-23-22**

Issued: **December 6, 2022**

Submission Deadline: **January 19, 2023; at 2:00:00 p.m. ET**

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# **RFP-23-22 – Construction and Commissioning of the Peterborough Organics Facility**

## **Part 1 – Invitation and Submission Instructions**

### **1.1 Invitation to Proponents**

This Request for Proposals (the “RFP”) is an invitation by the Corporation of the City of Peterborough (the “City”) to qualified prospective Proponents to submit proposals for the **Construction and Commissioning of the Peterborough Organics Facility** as further described in Section D.1 of the RFP Particulars (Appendix D) (the “Deliverables”).

Through this RFP, the City is seeking to retain the services of a qualified contractor to construct and commission the Peterborough Organics Facility in accordance with the design specifications. Construction must take place from April to October 2023, with commissioning in November 2023.

**Due to the requirements of funding agencies, the Peterborough Organics Facility must be open for operation by November 30, 2023.**

### **1.2 RFP Contact**

To contact the City in relation to this RFP, respondents must register with the City’s bidding system (<https://cityofpeterborough.bidsandtenders.ca>) and initiate the communication electronically through the Question and Answer function. The City will not accept any respondent’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:

[COP\\_tenders@peterborough.ca](mailto:COP_tenders@peterborough.ca)

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

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than in accordance with this section. This includes, but is not limited to, representatives of D.M. Wills Associates Limited and Sustainable Generation LLC.

Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s proposal.

### **1.3 Type of Contract for Deliverables**

The selected Proponent will be 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. It is the City’s intention to enter into an agreement with only one (1) legal entity.

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## 1.4 RFP Timetable

<b>Description:</b>	<b>Date:</b>
Issue Date of RFP	December 6, 2022
Mandatory Site Visit & Technical Briefing	December 14, 2022; 1:00 p.m. ET
Deadline for Questions	January 5, 2023; 12:00 p.m. ET
Deadline for Issuing Addenda	January 12, 2023
Submission Deadline	January 19, 2023; 2:00:00 p.m. ET
Anticipated Ranking of Proponents	January 27, 2023
Contract Negotiation Period	7 calendar days
Anticipated Execution of Agreement	March 3, 2023

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.

### 1.4.1 Mandatory Site Visit and Technical Briefing

A mandatory site visit will be held at 1:00 p.m., Wednesday, December 14, 2022, at 1260 Bensfort Road, Peterborough, ON. The Coordinator of Waste Operations will meet Proponents at the landfill site visitor parking area adjacent to the scale house.

Following completion of the site visit, a mandatory technical briefing will be held at 425 Kennedy Road, Peterborough, ON, 2<sup>nd</sup> Floor of the Maintenance Building.

Space for the site visit and technical briefing is limited, so each Proponent shall be restricted to a maximum of two attendees.

The submission of a proposal shall be an explicit representation by the Proponent to the City that the Proponent has satisfied itself as to all site conditions and technical requirements in relation to the job site and the project.

## 1.5 Submission of Proposals

### 1.5.1 Proposals to be Submitted to Prescribed Location

Proposals must be submitted electronically to the City of Peterborough Bid Opportunities Website hosted through Bids&Tenders™:

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

### 1.5.2 Proposals to be Submitted on Time

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

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

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

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

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

Proponents should contact technical support at Bids&Tenders via telephone at 1-800-594-4798, or email to [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca) at least twenty-four hours prior to deadline if they encounter any problems. The bidding system will send a confirmation email to the Proponent advising when the quotation was submitted successfully. Technical support at Bids&Tenders should be contacted immediately if a successful bid submission confirmation is not received.

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

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

### **1.5.4 Amendment of Proposals**

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

### **1.5.5 Withdrawal of Proposals**

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

[End of Part 1]

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

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

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

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

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

##### **2.2.1 No Amendment to Forms**

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

#### **2.3 Stage II – Evaluation**

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

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

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

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

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

#### **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 Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

## **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 selected by way of coin toss.

### **2.5.2 Contract Negotiation Process**

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

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

The City intends to conclude negotiations and finalize the agreement with the 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 D.5 of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

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

If the pre-conditions of award listed in Section D.5 of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the 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.

**3.1.2 Proposals in English**

All proposals are to be in English only.

**3.1.3 No Incorporation by Reference**

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

**3.1.4 Past Performance**

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

**3.1.5 Information in RFP Only an Estimate**

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

**3.1.6 Proponents to Bear Their Own Costs**

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for site visits, technical briefings, 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

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with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.2 Communication after Issuance of RFP**

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

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing to the bidding system question and answer function on or before the Deadline for Questions. An on-screen confirmation message will appear in the bidding system once the question has been received.

**No such communications are to be directed to anyone or by any other means than submission through the bidding system and the City shall not be responsible for any information provided by or obtained from any source other than the RFP Contact or the bidding system.**

It is the responsibility of the Proponent to seek clarification through the bidding system on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

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

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

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

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

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

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

### **3.3 Notification and Debriefing**

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

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

#### **3.3.2 Debriefing**

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

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

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

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

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

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

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

#### **3.4.2 Disqualification for Conflict of Interest**

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

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

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

### **3.4.4 Prohibited Proponent Communications**

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

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

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

### **3.4.6 No Lobbying**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent(s).

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

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

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

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) a situation where the Treasurer, in consultation with the City Solicitor, is satisfied that the commercial relationship between the City and the Supplier has been impaired as set out in Section 14.5.1 and/or 14.5.2 of the City Procurement By-law.

### **3.5 Confidential Information**

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

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

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

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

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

### **3.6 Reserved Rights and Limitation of Liability**

#### **3.6.1 Reserved Rights of the City**

The City reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's proposal;
- (d) assess a Proponent's proposal on the basis of: (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;

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(e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;

(f) verify with any Proponent or with a third party any information set out in a proposal;

(g) check references other than those provided by any Proponent;

(h) disqualify a Proponent, rescind a notice of selection, or terminate a contract subsequently entered into if the Proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;

(i) select a Proponent other than the Proponent whose proposal reflects the lowest cost to the City;

(j) cancel this RFP process at any stage;

(k) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;

(l) accept any proposal in whole or in part; or

(m) reject any or all proposals;

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

### **3.6.2 Limitation of Liability**

By submitting a proposal, each Proponent agrees that

(a) neither the City nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and

(b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the City's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

### **3.7 Procurement Process Non-Binding**

#### **3.7.1 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:

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- (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.

### **3.7.2 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.

### **3.7.3 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.

### **3.7.4 Cancellation**

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

## **3.8 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 – Submission Form**

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

**Appendix C – Pricing**

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

- (a) Proponents must submit their pricing information in accordance with the instructions provided in the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

**C.2 Evaluation of Pricing**

Pricing 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, which will be calculated in accordance with the following formula:

**lowest price ÷ proponent's price × weighting = proponent's pricing points**

## Appendix D – RFP Particulars

### D.1 The Deliverables

The City is seeking the services of a qualified contractor to construct and commission the Peterborough Organics Facility in accordance with the design drawings and specifications. The contractor is responsible for all quality control and commissioning procedures.

Since July 2021, the City has removed excess soil from the Peterborough County/City Waste Management Facility (PCCWMF) and placed it on the Peterborough Organics Facility (POF) site to establish pre-grade elevations.

This is a time sensitive project as the City was awarded funding for construction from the Government of Canada's Low Carbon Economy Fund, and construction must take place from April to October 2023, with commissioning in November 2023. Due to the funding requirements, the Peterborough Organics Facility must be open for operation by November 30, 2023.

#### D.1.1 Background

The City has pre-purchased the Gore® System, including the Gore® Cover and ancillary equipment as the preferred composting technology, and supplied by Sustainable Generation LLC.

The Gore® System requires the construction of several above ground components including concrete aeration bunkers and pads; leachate collection system; receiving, office and maintenance buildings; staging and storage areas; and aeration technology.

Along with the Gore® System, additional infrastructure components are included in the design of the Peterborough Organics Facility, including, but not limited to:

- Emergency entrance off Bensfort Road
- Negative pressure receiving building and mechanical room
- Bio-filter to mitigate odours from the receiving building
- Office building and maintenance shop
- Active composting area (Gore® System), with in-floor glycol heating system
- Leaf and yard waste open air, windrow composting area
- Compost screening and curing, and finished compost storage areas
- Stormwater management pond and associated equipment
- Compost leachate collection system for conveyance to the existing the Bensfort Road Landfill Site leachate collection system

## **RFP-23-22 – Construction and Commissioning of the Peterborough Organics Facility**

- Sanitary sewage collection system from office building and maintenance shop, and receiving building
- Potable water system to serve office and maintenance building, and receiving building
- Perimeter fencing and gates
- Site lighting
- Dry hydrant from stormwater management pond

### **D.1.2 Drawings and Specifications**

Drawings and specifications are included in this RFP as separate PDF attachments. Refer to Attachments **1 through 5** for details.

### **D.1.3 Permits and Approvals**

All permits and approvals are expected to be in place to permit the construction and operation of the POF by March 31, 2023.

1. ORCA Permit
2. MECP ECA (Air)
3. MECP ECA (Waste)
4. MECP (Sewage)
5. MECP (Waste Amendment for LCS)
6. Sewer Use By-Law
7. OSM Building Permit
8. County Road Use Agreement
9. County Entrance Permit
10. Site Plan Approval

## **D.2 Material Disclosures**

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

At the time of issuance of this RFP, the decision of the Township of Otonabee-South Monaghan to approve the zoning by-law and official plan amendment applications are under appeal at the Ontario Land Tribunal.

To commence construction, the City must possess Environmental Compliance Approvals from the Ministry of Environment, Conservation and Parks. Applications were submitted to the MECP in August 2022.

The City is seeking Proposals from Proponents who are both interested and capable of undertaking the Work. The onus is on the Proponent to demonstrate their knowledge,

## **RFP-23-22 – Construction and Commissioning of the Peterborough Organics Facility**

understanding and capacity to conduct the Work. The detail and clarity of the written submission will be indicative of the Proponent's expertise and competence.

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

The City shall not be held liable for any errors or omissions in any part in the bid solicitation document. Proponents with questions related to a specific bid solicitation document, finding errors in, or omissions from the drawings or documents, or having any doubt as to the meaning or intent of any part of the bid solicitation document, must make their inquiry through the “**Submit Question**” feature on **bids&tenders**™ providing reference to the applicable Section(s) and Item number(s).

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

Nothing in the bid solicitation document relieves a Proponent from its obligation to form its own opinion, through reading the entire document and submitting questions. If indicated in the specific bid solicitation document, the document, all attachments, appendices, and addenda, if applicable, will be available on bids&tenders™, at [www.cityofpeterborough.bidsandtenders.ca](http://www.cityofpeterborough.bidsandtenders.ca).

The City will not respond to questions which are submitted other than through the bids&tenders™ portal. The City will not respond to questions after the Deadline for Questions has passed. 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 an addendum.

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

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

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

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

#### **D.3.3 References (Appendix E)**

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

#### **D.3.4 Subcontractors (Appendix F)**

Each proposal must include a complete list of **all** subcontractors and information that complies with the instructions contained in the bid portal.

**D.3.5 Other Mandatory Submission Requirements**

N/A

**D.4 Mandatory Technical Requirements**

N/A

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

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

**D.5.1 Insurance**

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

**D.5.2 WSIB Clearance Certificate**

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

**D.5.3 HST**

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

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

**D.5.4 Performance and Labour and Materials Bonds**

Upon award of the contract, the successful bidder will be required to provide a 100% Performance Bond and 50% Labour & Material Payment Bond issued by an appropriately licensed bonding company on the most current version of the CCDC bond wordings within (10) working days of notification of award. The contract Performance Bonds must provide for a two (2) year guarantee of materials and workmanship from the date of completion of the contract.

**D.6 Rated 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 Pricing stage of the evaluation process. Proponents scoring above the minimum threshold for each category will be considered qualified.

## RFP-23-22 – Construction and Commissioning of the Peterborough Organics Facility

Rated Criteria Category	Weighting (Points)	Minimum Threshold
i. Experience and Qualifications	30	21
ii. Approach/Methodology to the Project	15	10.5
iii. Project Schedule	25	17.5
iv. References	Pass/Fail	Pass
<b>Pricing</b> (See Appendix C for details)	30	N/A
<b>Total Points</b>	100	N/A

### D.6.1 Suggested Proposal Content for Non-Price Criteria

#### i. Experience and Qualifications

Each Proponent must provide the following in its proposal:

- a. Company Name, mailing address, phone number, fax number (if applicable), email address of organization submitting a Proposal;
- b. Name and title of contact person for organization, including day and evening telephone numbers, and email address;
- c. a brief description of the Proponent, services provided and number of years in service; and
- d. details of a minimum of three projects of similar type and scale (location, scale, processes, approximate dollar value of agreement, role of Proponent).

Important Note: Project descriptions MUST contain sufficient details to allow evaluators to properly assess the complexity of the project and the Proponent's role.

#### ii. Approach/Methodology

Describe the proposed approach to the Project and how issues, areas of concern and obstacles will be addressed throughout the Project. The Proponent should provide a detailed methodology of how they would efficiently provide this service to the City.

#### iii. Project Schedule

A proposed Project Schedule must be included. The schedule shall be presented in a GANTT chart and shall include the dates for key activities and milestones. The proposed Project Schedule shall depict the entire project, showing the major milestones, from project award through to commissioning.

**Note:** No work by the Proponent shall be planned to start before the Agreement has been fully executed.

**iv. References – Pass/Fail**

Each proponent is required to provide a minimum of three (3) references on projects completed within the last 5 years. The references provided in Appendix E must be for the projects detailed in **Section D.6.1 i)** of this document.

The City reserves the right to contact any or all of the references supplied and may disqualify a respondent who does not supply at least three (3) references or who has been given negative performance/service and/or quality ratings by one or more of its references.

**D.7 Accessibility**

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

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

**D.7.2 Training**

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

<b>Accessibility Training Module</b>	<b>Required</b>
Customer Service Standards	Yes
Ontario’s Human Rights Code Training	Yes
General Requirements	Yes
Information and Communications Standards	No
Employment Standards	No
Transportation Standards	No
Design of Public Spaces Standards	Yes



# **RFP-23-22 - Construction and Commissioning of the Peterborough Organics Facility**

Opening Date: December 6, 2022 2:00 PM

Closing Date: January 19, 2023 2:00 PM

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**Schedule of Prices**

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

\* Denotes a "MANDATORY" field

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

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

**Appendix C - Pricing Summary**

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Proponents are to provide lump sum pricing for all divisions. Quantities provided are engineering estimates only. Proponents shall carefully review the drawings and specifications, verify quantities by performing quantity take-offs and all other measures required to satisfy themselves that the proposal provided includes all costs to construct, test and commission the facility. Items not specifically detailed but required to provide complete working systems and functionality shall be deemed to be included whether inferred or not within the RFP package.

Description	Lump Sum Amount *
Site Preparation and Earthworks	
Removals	
Sanitary Sewer	
Storm Sewer	
Water Supply	
Roadworks	
Electrical	
Topworks and Landscaping	
Structural and Buildings	
Mechanical	
Biofilter	
Installation of Free Issued Equipment	
Subtotal:	

**Appendix C - Schedule 1 - Site Preparation and Earthworks**

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Division 1	Spec No.	Site Preparation and Earthworks - Description of Work	Quantity	Unit	Unit Price *	Amount
1.1		Bonding	1	LS		
1.2		Mobilization and Demobilization	1	LS		
1.3		Engineer's Office	1	LS		
1.4		Third Party Geotechnical Testing	1	LS		
1.5	OPSS 805	Light-Duty Silt Fence Barrier	1	m		
1.6	OPSS 805	Light-Duty Fibre Roll Barrier	1	m		
1.7	OPSS 805	Heavy-Duty Silt Fence Barrier	1925	m		
1.8	OPSS 805	Straw Bale Flow Check Dam	1	Ea.		
1.9	OPSS 805	Fibre Roll Flow Check Dam	26	Ea.		
1.10	OPSS 805	Temporary Rock Flow Check Dam V-Ditch	1	Ea.		
1.11	OPSS 805	Temporary Rock Flow Check Dam Flat Bottom Ditch	1	Ea.		
1.12	OPSS 805	Temporary CB Sediment Traps	6	Ea.		
1.13	OPSS 206	Earth Excavation, Grading	27150	m3		
1.14	OPSS 180	Earth Excavation, Surplus	5500	m3		
1.15	OPSS 212	Borrow	1	m3		
Subtotal:						

## Appendix C - Schedule 2 - Removals

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Division 2	Spec No.	Removals - Description of Work	Quantity	Unit	Unit Price *	Amount
2.1	OPSS 201	Clearing (Area)	315	m2		
2.2	OPSS 201	Grubbing (Area)	315	m2		
2.3		Removal of Pipes and Culverts	18.5	m		
2.4	OPSS 510	Chain Link Fence	560	m		
Subtotal:						

## Appendix C - Schedule 3 - Sanitary Sewer

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Division 3	Spec No.	Sanitary Sewer - Description of Work	Quantity	Unit	Unit Price *	Amount
3.1	OPSS 407	1200mm Sanitary MH	7	Ea.		
3.2	OPSS 407	1200mm Sanitary MH > 5.0m deep	1	Ea.		
3.3	OPSS 407	Maintenance Hole Leakage Testing	7	Ea.		
3.4	OPSS 407	Pond Outlet Structure	1	Ea.		
3.5		Pond Outlet Valve Chamber and Valve Assembly	1	Ea.		
3.6	OPSS 410	200mm DR 35 PVC Sanitary Sewer	380	m		
3.7	OPSS 410	Break into Existing Structures and Sewers - MH301	2	LS		
3.8	OPSS 409	Flush and CCTV Sewers (Prior to Base Asphalt)	380	m		
Subtotal:						

## Appendix C - Schedule 4 - Storm Sewer

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Division 4	Spec No.	Storm Sewer - Description of Work	Quantity	Unit	Unit Price *	Amount
4.1	OPSS 407	1200mm Storm MH and CBMH	8	Ea.		
4.2	OPSS 407	600 x 600 CB	2	Ea.		
4.3	OPSS 407	600 x 600 DICB	1	Ea.		
4.4	OPSS 407	Maintenance Hole Leakage Testing	8	Ea.		
4.5	OPSS 410	200mm DR 35 PVC Storm Sewer	70	m		
4.6	OPSS 410	375mm DR 35 PVC Storm Sewer	200	m		
4.7	OPSS 410	450mm DR 35 PVC Storm Sewer	135	m		
4.8	OPSS 410	525mm DR 35 Conc Storm Sewer	110	m		
4.9	OPSS 409	Flush and CCTV Sewers (Prior to Base Asphalt)	515	m		
4.10	OPSS 421	600mm CSP Pipe Culvert	25	m		
4.11	OPSS 421	675mm CSP Pipe Culvert	60.5	m		
4.12	OPSS 421	Clay Seal for Pipe Trenches	1	Ea.		
Subtotal:						

## Appendix C - Schedule 5 - Water Supply

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Division 5	Spec No.	Water Supply - Description of Work	Quantity	Unit	Unit Price *	Amount
5.1	OPSS 441	150mm C900 PVC Watermain (Dry hydrant service)	135	m		
5.2	OPSS 441	Dry Hydrant	1	Ea.		
5.3	OPSS 441	50mm Service Connection	260	m		
5.4		38mm Service Valve	2	Ea.		
Subtotal:						

### Appendix C - Schedule 6 - Roadworks

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Division 6	Spec No.	Roadworks - Description of Work	Quantity	Unit	Unit Price *	Amount
6.1	OPSS 314	Granular B - Type 1 Road Subbase Heavy Duty (600mm Depth)	27300	m2		
6.2	OPSS 314	Granular A Road Base Heavy Duty (200mm Depth)	27300	m2		
6.3	OPSS 310	Base Asphalt (80mm HL8)	27300	m2		
						Subtotal:

### Appendix C - Schedule 7 - Electrical

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Division 7	Spec No.	Electrical - Description of Work	Quantity	Unit	Unit Price *	Amount
7.1	OPSS 314	Utility New Service/Feeders/Terminations	1	LS		
7.2	OPSS 314	Incoming Feeder/trench	1	LS		
7.3	OPSS 310	Site Lighting	9	Pole		
7.4		Generator Suppy	1	LS		
7.5		Generator Install	1	LS		
7.6		Site Electrical Trenching	1	LS		
7.7		Receiving Building Lighting Supply/Install	1	LS		
7.8		Receiving Building Power Equipment Supply/Install	1	LS		
7.9		Receiving Building Power for Mechanical Equipment	1	LS		
7.10		Office Building Lighting Supply/Install	1	LS		
7.11		Office Building Power Equipment Supply/Install	1	LS		
7.12		Office Building Power for Mechanical Equipment	1	LS		
7.13		Communications Infrastructure	1	LS		
						Subtotal:

### Appendix C - Schedule 8 - Topworks and Landscaping

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Division 8	Spec No.	Topworks and Landscaping - Description of Work	Quantity	Unit	Unit Price *	Amount
8.1	OPSS 310	Tack Coat	27300	m2		
8.2	OPSS 310	Surface Asphalt (50mm HL3)	27300	m2		
8.3	OPSS 351	Concrete Sidewalk (Includes Granular A)	975	m2		
8.4	OPSS 772	1.8m high Chain Link Fence	1020	m		
8.5		Turtle Exclusion Fence Addition	565	m		
8.6		Fence Termination	1	Ea.		
8.7		Fence - Gate	2	Ea.		
8.8		Terrafix Bentofix CNSLE Liner	19000	m2		
8.9		200mm RIP RAP	170	m2		
8.10		Bollard	38	Ea.		
8.11		Wheel Stops	8	Ea.		
8.12	OPSS 802	Haul and Place Topsoil	4140	m3		
8.13	OPSS 804	Seed and Cover (Hydro seeding and 2nd Overseeding)s	27600	m2		
8.14	OPSS 804	Erosion Control Blanket - Pond Overflow	185	m2		
						Subtotal:

### Appendix C - Schedule 9 - Structural and Buildings

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Division 9	Spec No.	Item #	Structural and Buildings - Description of Work	Quantity	Unit	Unit Price *	Amount
9.1		1	Admin Building - Construction/Finishing	190.32	m2		
9.2		2	Shop Building - Construction/Finishing	181.78	m2		
9.3		3	Office/Shop - Foundation+Footings	34	m3		
9.4		4	Office/Shop - Slab	62	m3		
9.5		5	Office/Shop - Slab Reinforcing Steel	62	Ratio		
9.6		6	Office/Shop - FNDN Reinforcing Steel	0.54	Tonne		
9.7		7	Pre-Engineered Cover Structure for Receiving Building	1	Ea.		
9.8		8	Mechanical Building - Construction/Finishing	62	m2		
9.9		9	Mechanical Building - Walls/Footings	56	m3		
9.10		10	Mechanical Building - Reinforcing Steel	0.15	Tonne		
9.11		11	Receiving Building - Slab	234	m3		
9.12		12	Receiving Building - Slab Reinforcing Steel	234	Ratio		
9.13		13	Bunker - Concrete - Slab	781	m3		
9.14		14	Bunker - Concrete - Walls & Footings	718	m3		
9.15		15	Bunker - Reinforcing Steel	718	Ratio		
9.16		16	Bunker - Reinforcing Steel - Slab	781	Ratio		
9.17		17	Doghouses	96	m2		
9.18		18	Generator - Slab	11	m3		
9.19		19	Generator - Reinforcing Steel	11	Ratio		
9.20		20	Excavation	3266	m3		
9.21		21	Granular A	2476.19	m3		
Subtotal:							

### Appendix C - Schedule 10 - Mechanical

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Division 10	Spec No.	Mechanical - Description of Work	Quantity	Unit	Unit Price *	Amount
10.1		Receiving Bldg MUA system	1	System		
10.2		Receiving Bldg & Biofilter Exhaust system	1	System		
10.3		Receiving Bldg Heating System	1	System		
10.4		Receiving Bldg & Biofilter Plumbing & Sanitary	1	System		
10.5		Office Building Furnace & HRV	1	System		
10.6		Office Building Cooling	1	System		
10.7		Office Building Plumbing & Sanitary	375	m2		
10.8		Emergency Ventilation Receiving Building	1	System		
10.9		Emergency Ventilation - Office Bldg Garage	1	System		
10.10		Glycol Loops - Bunkers	4	Bunker		
10.11		Glycol Loops - Bunker Rough-in	4	Bunker		
10.12		System Monitoring & Controls	1	System		
Subtotal:						

## Appendix C - Schedule 11 - Biofilter

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Division 11	Spec No.	Biofilter - Description of Work	Quantity	Unit	Unit Price *	Amount
11.1		Biofilter - Concrete - Slab	101	m3		
11.2		Biofilter - Concrete - Walls/Footings	87	m3		
11.3		Biofilter - Slab Reinforcing Steel	101	Tonne		
11.4		Biofilter - Reinforcing Steel	87	Tonne		
11.5		HAHN Panels	1118	Ea.		
11.6		HAHN Supports	2236	Ea.		
11.7		Excavation	312	m3		
11.8		Granular A	112	m3		
11.9		Bio-filter Media	840	m3		
Subtotal:						

## Appendix C - Schedule 12 - Installation of Free Issued Equipment

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

Rates quoted by the Proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Division 12	Spec No.	Installation of Free Issued Equipment - Description of Work	Quantity	Unit	Unit Price *	Amount
12.1		Installation of Free Issued Equipment	1	LS		
12.2		Testing and Commissioning of Free Issued Equipment	1	LS		
12.3		Supply of Equipment and Fluids for Assembly of Cover Winder by Others	1	LS		
12.4		Testing and Commissioning of Cover Winder	1	LS		
Subtotal:						

## Summary Table

Bid Form	Amount
Appendix C - Pricing Summary	
HST (13%)	\$ 0.00
Total Contract Amount:	

## Appendix E - References

Each proponent is required to provide a minimum of three (3) references on projects completed within the last 5 years.

The City reserves the right to contact any or all of the references supplied and may disqualify a respondent who does not supply at least three (3) references or who has been given negative performance/service and/or quality ratings by one or more of its references.

Company Name, Email and Phone Number *	Contact Person(s) and Title *	Type of Project(s) Completed *	Timeline of Completed Project(s) *	Value of Project(s) Completed *

**Sub-Contractors**

**Appendix F - Subcontractors**

Proponent must provide a list of all sub-contractors to be used on the project and indicate the goods/services provided.

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

Sub-Contractor/Supplier Name	Goods/Services Provided	
		*

**Documents**

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

- D.6.1 Experience and Qualifications \* (mandatory)
- D.6.2 Approach/Methodology \* (mandatory)
- D.6.3 Project Schedule \* (mandatory)

## Addenda, Terms and Conditions

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

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

### 2. Ability to Provide Deliverables

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

### 3. Non-Binding Pricing

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

### 4. Addenda

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

### 5. No Prohibited Conduct

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

### 6. Disclosure of Information

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

I have the authority to bind the organization.

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

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

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

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

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

Yes  No

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

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

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



