City of Peterborough

Request for Prequalification
Document No. RFPQ-04-15

Prequalification of Additional General Contractors for the Property Division of the City of Peterborough for the period January 1, 2016 through December 31, 2019

Closing Date and Time
Thursday, **November 5, 2015 before 3:00:00 p.m. local time**

Distribution
Potential General Contractors must provide contact information to the City, by email to **tenders@peterborough.ca**, in order to be placed on the Distribution List, and to be advised of any addenda, or further information that may be issued.

The Accessibility for Ontarians with Disabilities Act or "AODA"
AODA is meant to create accessibility for all Ontarians with disabilities by January 1, 2025. The Integrated Accessibility Standards, or "IAS", were made law as Ontario Regulation 191/11. This bid solicitation document aims to communicate in a manner that is accessible to everyone by incorporating the following standards:

a. Use minimum font size and appropriate font family: Arial 12;
b. Use bold for emphasis, not italics and underlining;
c. Use sentences written in a combination of upper and lower case letters;
d. Align text to the left margin;
e. Use standard date format, e.g. yyyy-mm-dd; and
f. Use page numbering - see header.

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1.0 Introduction

1.1 General Information

The Property Division of the City of Peterborough, or the "City", appreciates your interest in this Request for Prequalification, or "RFPQ".

Through this RFPQ, the Property Division is soliciting additional prequalification Proposals from established General Contractors, or "GCs", that have the necessary expertise to bid on construction and renovation projects ranging in value from $25,000 to $2,000,000.

It is the Property Division's intention to prequalify three groups of GCs for construction and renovation projects issued by the Property Division and based on the following values:

Group 1 – between $25,000 and $250,000;

Group 2 - between $250,000 and $750,000; and

Group 3 - between $750,000 and $2,000,000.

The City is looking to prequalify up to a maximum of four additional GC's for Group 1, up to a maximum of two additional GC's for Group 2 and one additional GC for Group 3.

GCs **must clearly indicate** on **Appendix A – Submission Cover Page and Checklist** which group they are prequalifying for. **GCs must indicate if they are applying for prequalification in more than one Group.**

Each Group of prequalified GCs will be invited to submit Tenders for various construction and renovation projects for the City's Property Division for the period January 1, 2016 through December 31, 2019, based on the estimated value of the project.

This RFPQ is open to any new or previously excluded GCs who wish to be considered for these projects. **General Contractors who already prequalified in RFPQ-05-14 with the Property Division do not need to re-apply**.

This prequalification is for GCs only, not for Trades or Sub-Contractors.

1.2 Additions to Groups

The Property Division issued **RFPQ-05-14** on November 6, 2014 for Prequalification of GCs for the Property Division of the City for the period January 1, 2015 through December 31, 2019. **RFPQ-04-15** is being issued to add additional GC's to the existing prequalified list created in January 2015. Any additional GC's that are prequalified through **RFPQ-04-15** shall be added to the prequalification for the period January 1, 2016 through December 31, 2019.

The City will maintain the current group of prequalified GC's and any additional GC's prequalified through this RFPQ until December 31, 2019. The City will

therefore not be asking for any additional GC's to be prequalified through this process until after 2019.

1.3 Submission Requirements

The City's Property Division is responsible for the procurement of Construction services for various projects. **Only prequalified firms will be issued an RFT for each of the Property Division's projects**.

This RFPQ outlines the responsibilities, and requirements for the submission, the selection process and related conditions and specifications. The City reserves the right, at its sole discretion, to disqualify any GC who fails to provide all mandatory information, as required by this RFPQ.

Those GCs who consider their firms as having the necessary qualifications are requested to submit all documents as outlined in this RFPQ. All information submitted may be verified. In the event that it is determined that any of the information submitted is inaccurate or misleading, your firm may be disqualified from the RFPQ. Incomplete information may limit your firm's ability to prequalify.

Nothing in this document should, in any way, be construed to be a condition or term of any yet to be issued RFT.

The City reserves the right, at its sole discretion, to change the scope or conditions of projects and this procurement, in any manner, or to discontinue the RFPQ process completely.

1.4 Attachments

Attachment 1 – General and Supplementary Conditions

1.5 Appendices

The Appendices listed below are included in this RFPQ. They are to be completed and submitted as part of the submission:

Appendix A – Submission Cover Page and Checklist
Appendix B – Acknowledgements
Appendix C – Asbestos Awareness Training
Appendix D – Contractor Prequalification Form

1.6 City Representative

The City representative shall be referred to as the "Owner".

City of Peterborough
500 George Street North
Peterborough, ON K9H 3R9
Representative: Mac MacGillivray, Property and Energy Manager
Email: **mmacgillivray@peterborough.ca**
Fax: 705-876-4606

1.7 General Definitions

"**Acceptable form of collateral**" means certified cheque, money order, bank draft, or an irrevocable letter of credit, or bid bond issued by a surety company licensed and qualified to function in the Province of Ontario.

"**Agreement to Bond**" means a letter or form issued by a licensed bonding agency advising that, if the GC is successful, the bonding agency will issue required bond(s).

"**Award**" means the acceptance of a submission in accordance with this RFPQ.

"**Budget**" means an amount approved by Council for operating expenses or capital projects.

"**Certificate of Insurance**" means a certified document issued by an insurance company licensed to operate by the Province of Ontario, certifying that the GC is insured in accordance with the City's requirements.

"**Change Order**" means a written order issued from the City that changes the scope or specifications of the Work.

"**City**" means The Corporation of the City of Peterborough.

"**Consultant**" means the provider of a Service who, by virtue of professional expertise or service, is contracted by the City to undertake a specific task or assignment. Examples include: a planner completing a specific study; an architect or engineer drawing plans and managing construction for a particular building or project; a lawyer representing the City for a particular legal matter; an appraiser providing an opinion of value on an asset; etc.

"**Contract Administrator**" or "**Engineer**" or "**Project Manager**" means the City employee, or Consultant, or such other officer, as may be authorized by the City to act in a particular capacity.

"**Contractor Performance Review**" means at least one meeting between the City Contact, the Consultant and the GC. This meeting is held to review the performance of the GC and its sub-contractors. The minutes are kept by the Consultant and then circulated to the City and to the GC.

"**Goods/Services**" means supplies, equipment, maintenance, and professional services.

"**Irrevocable Letter of Credit**" means an irrevocable document on a financial institution's standard form requesting that the party to whom it is addressed pay the bearer or a person named therein money as a result of failure to perform or to fulfill all the covenants, undertakings, terms, conditions and agreements contained in the Contract.

"**Material Safety Data Sheets**" or "**MSDS**" means information that must be submitted by the successful GC for all hazardous materials, including an index

of chemical compounds, with details of properties, handling details, precautions and first-aid procedures.

"**Owner**" or "**Authority**" or "**Corporation**" means The Corporation of the City of Peterborough.

"**Submission**" means a written submission and offer, received from a GC in response to a public invitation to provide goods/services based on an approved format of the City, and containing terms and conditions.

"**Request for Prequalification**" or "**RFPQ**" means a solicitation from the City to potential GCs to provide a submission, in order to be prequalified for future work.

"**Surety**" means a specified dollar amount in the form of certified cheque, submission bond, performance bond, labour and materials bond, letter of credit or any other form as deemed necessary and stated in a submission request issued by the City.

"**Work/Project**" means the goods/services supplied by the successful GC pursuant to the Contract, and include all labour, materials, equipment, and any other items, which are required to execute the Contract.

2.0 Closing Date and Time

Sealed RFPQ submissions are to be submitted to the City of Peterborough, Corporate Services, Tenders and Proposals, Main Floor, City Hall, 500 George Street North, Peterborough, ON, **before 3:00:00 p.m. local time, on Thursday, November 5, 2015**, or the "**Closing**".

The time registered on the City Hall digital clock, will be considered the official time of day when determining exact time of submission. All submissions received before the Closing will be marked by City staff with the date and time received.

Submissions will not be accepted after the Closing.

3.0 Opening Date and Time

All submissions received on time will be opened in public on **Thursday, November 5, 2015 at 3:15 p.m. local time**, at City Hall.

As this is an RFPQ for which a number of criteria will ultimately be evaluated, only the names of GCs who have provided a submission will be identified at the Opening. All information is unofficial, subject to review and award.

A list of GCs for whom submissions have been received will be available, after the Opening, on the City website, at:

www.peterborough.ca/tenders-quotes-proposals.

A list of the prequalified GCs will be posted on the City website after the evaluations are completed and the award is approved.

4.0 City Contacts

4.1 Contacts

GCs may only contact Mac MacGillivray, Property and Energy Manager, **in writing only**, by email to **mmacgillivray@peterborough.ca**, or by fax to 705-876-4606, with questions related to the work/projects outlined in this RFPQ.

Questions related to the prequalification process itself should be addressed only to Bernadette Lawler or Marla Sutherland of Corporate Services, **in writing only**, by email to **tenders@peterborough.ca**, or fax to 705-876-4607.

In accordance with Part 5, Section 5.1.1 (f) of the City's Purchasing Policy By-law 14-127, City Council members and employees, other than the employees who are the official City contacts identified in the RFPQ, or their designates, are prohibited from discussing any aspect of the RFPQ process with a GC, from the time the RFPQ is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

GCs are cautioned, therefore, to deal exclusively with the City Contacts referenced in this Section, or their designates.

4.2 Errors, Omissions and Questions

The City shall not be held liable for any errors or omissions in any part in this RFPQ.

GCs with questions related to this RFPQ, 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 RFPQ, must fax or email a City Contact listed in this Section, **providing reference to the applicable Section(s) and Item number(s)**, **before 10:00 a.m. local time on Friday, October 30, 2015**. This will allow staff time to respond or to prepare and distribute an addendum, as necessary, and to allow time for GCs to receive and process the new information. Questions received after this date and time will not be addressed.

There will be no consideration of any claim after submission, that there is a misunderstanding with respect to the conditions imposed by the RFPQ.

The RFPQ, all attachments, appendices and addenda, if applicable, are available on the City website at **www.peterborough.ca/tenders-quotes-proposals** - **RFPQ-04-15**.

5.0 Instructions to GCs

5.1 Addenda

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

a. Correction to, or clarification of, the RFPQ;
b. Extension of the Closing Date for the RFPQ;
c. Retraction or cancellation of the RFPQ; or
d. Response to GC questions.

All GCs must register with Corporate Services, at **tenders@peterborough.ca**, providing company and contact information, including mailing and email addresses, phone and fax numbers, in order to be advised of addenda, if issued, or further information, and to be placed on the Distribution List.

All addenda issued to registered GCs will include a covering letter, asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be emailed or faxed to the latest contact information, as provided by the GC. It is the GC's responsibility to notify Corporate Services of any change to their contact information.

Although the City will make every reasonable effort to ensure a GC receives all addenda issued, it is the GCs ultimate responsibility to ensure all addenda have been received and are reflected in their submission.

The GC shall confirm the number of addenda received, when completing **Appendix B**.

All addenda will be posted on the City's website at **www.peterborough.ca/tenders-quotes-proposals** –**RFPQ-04-15**. GCs should refer to the website before submitting to ensure they are aware of all addenda.

5.2 Adjustments to Submissions

Adjustment requests received by telephone, email, mail or fax shall not be considered.

5.2.1 Request to adjust a Submission before Closing

A GC who has already provided a submission may make a request to adjust their submission before the Closing time.

In order to make the adjustment, the submission may:

a. Be returned to the GC for adjustment and re-submission before the Closing time; or

b. Be superseded by the GC making another submission before the Closing time.

The submission contained in the envelope bearing the latest date and time shall be considered the intended submission and any others shall be considered withdrawn and will be returned to the GC. Authenticity of the request may be confirmed by the City.

5.2.2 Request to withdraw a Submission before RFPQ Closing

A GC who has already submitted a Prequalification may request that their Prequalification be withdrawn before the Closing time. The request must be provided in writing, on Company letterhead, and include contact information for verification.

Authenticity of the request may be confirmed by the City. Prequalifications withdrawn under this procedure cannot be reinstated.

5.2.3 Request to withdraw a Submission during RFPQ Opening

No request for withdrawal of a submission shall be permitted during the RFPQ Opening process.

5.3 Accessibility

5.3.1 Training

a. The successful GC for any future RFT to be issued shall ensure their employees, agents, volunteers, or others they are responsible for, complete accessibility training**,** as it is appropriate to the Scope of Work/Project. The following chart outlines required training:

Accessibility Training Module	**Required**
Accessibility Standards for Customer Service	Yes
Ontario's Human Rights Code Training	Yes
IAS General Requirements	Yes
IAS Information and Communications Standards	No
IAS Employment Standards	No
IAS Transportation Standards	No

b. The successful GC for any future RFT to be issued shall submit a completed Attachment regarding Accessibility training within 10 business days of notification of award. **If not submitted, the Contract may be terminated**.

c. Upon request, the successful GC for any RFT to be issued shall submit their accessibility training policies, procedures, content and records. The City reserves the right to require the successful GC to amend their training program at their own expense, to ensure compliance with the AODA.

d. The successful GC for any RFT to be issued shall only assign the employees who have completed accessibility training, to provide services on behalf of the City.

5.3.2 Incorporating Accessibility into Goods, Services and Facilities

a. The successful GC for any RFT to be issued shall ensure accessibility design, criteria and features be incorporated into the Work/Project. Where it is not practicable, the successful GC shall provide an explanation, if requested.

b. Refer to **Section 7.0** for accessibility specifications, if applicable.

5.3.3 Accessibility Resources

a. Government of Ontario's information about accessibility laws: **www.ontario.ca/accessibility**

b. Government of Ontario's training modules on the IAS regulation: **www.accessforward.ca**

c. City of Peterborough's training modules **www.peterborough.ca/AODATraining**

d. City of Peterborough's Accessibility Coordinator
Tel: 705-742-7777, or Toll-Free at 1-855-738-3755, Extension 1785
Email: **accessibility@peterborough.ca**.

5.4 Asbestos Awareness

In accordance with Ontario Regulation 278/05, under the **Occupational Health and Safety Act** Ontario, the City completed asbestos surveys for its properties in 2008, to identify the presence of any asbestos-containing materials within the City's buildings.

Ontario Regulation 278/05 requires the Owner, or their designate, to give any GC written notice of the information in the asbestos survey record if the Work:

a. May involve material mentioned in the record, or
b. May be carried on in close proximity to such material and may disturb it.

It is the City's policy that any disturbance of asbestos-containing materials, or materials that may contain asbestos be undertaken only by personnel who have received adequate training, as specified in Sections 19 and 20 of Ontario Regulation 278/05, and any other sections of the Regulation.

The asbestos records are available at each facility through the facility manager.

Any project in the four year term may involve asbestos-containing materials. As a result, all GCs in all Groups are required to ensure that, all their employees and sub-contractors who will do work in City properties, have received **Asbestos Awareness Training**, that allows them to recognize materials which may contain asbestos, and enables them to react in a safe manner, in

accordance with the requirements of Ontario Regulation 278/05, the **Occupational Health and Safety Act**, as amended, in the event materials which may contain asbestos are encountered, or suspected, during the course of their work.

The Asbestos Awareness Training shall be provided by a competent and qualified instructor and shall, at a minimum, cover the following topics:

a. Use of Asbestos;
b. Health Effects of Asbestos Exposure;
c. Overview of the Applicable Regulations;
d. The Asbestos Management Program; and
e. Limitations of Training.

The GC shall submit a completed **Appendix C** providing representation, warranty and acknowledgement that their employees have successfully completed Asbestos Awareness Training.

5.5 Mandatory Submission Requirements

5.5.1 Original

The submission shall be typed or written in ink. It shall contain original signatures where required and shall clearly be marked “Original” and shall include all requirements, as set out in **Appendix A**.

5.5.2 Copies

In addition to the Original, the GC shall also submit **two unbound copies** of all requirements, as set out in **Appendix A**.

5.5.3 Addressing RFPQ for Submission

A submission shall be accepted only when submitted in an envelope sealed and clearly addressed to **“City of Peterborough, Corporate Services, Tenders and Proposals, Main Floor, City Hall, 500 George Street North, Peterborough, Ontario, K9H 3R9"** and marked **“RFPQ-04-15– Prequalification of Additional General Contractors for the Property Division of the City of Peterborough for the period January 1, 2016 through December 31, 2019”** and include the name and address of the GC.

5.5.4 Collect

GCs should not send submissions collect by courier or with insufficient postage. Submissions determined to be collect by courier, or with insufficient postage, will be invoiced accordingly at a later date.

5.5.5 Fax/Email

Faxed or emailed submissions will not be accepted.

5.6 Mandatory Appendices

The GC shall complete and submit all applicable Appendices listed herein.

Failure to provide the required Appendices will result in rejection of the submission.

Appendix A "Submission Cover Page and Checklist" - mark an **"X"** in the **"Yes/No"** columns to indicate the items that are included in your submission.

Appendix B "Acknowledgements" – acknowledge the correct number of addenda received. See Item **5.1**.

Appendix C "Asbestos Awareness Training" – complete and submit. See **Item 5.4**.

Appendix D "Contractor Prequalification Form" – complete and submit.

5.7 Other Mandatory Documentation Required
Failure to provide any of the required information will result in rejection of the submission.

a. **Cover letter** indicating interest in the Project. Please be clear on your intent.

b. **Contractors Qualification Statement CCDC 11-1996 (R2006)** - completed Contractor's Qualification Statement, including a list of projects in Appendix B relevant and similar to the work and values within the range of the Group you are registering for. Also include the following **mandatory** information:

i. Client and Consultant references - **must** include company name, contact person, current telephone and e-mail addresses;
ii. A clear description of the projects, identifying the scope of each; and
iii. Identify the awarded Construction Tender Cost and the Final Construction Cost.

Important Note: Appendix B project descriptions must contain sufficient details to allow evaluators to properly assess the complexity of the project and the GCs role.

c. **Project and Supervisory Staff** resumes of project and supervisory staff to be assigned to City's Property Division projects. The Property Division reserves the right to approve any substitution of site supervisors. Resumes must include formal education, project experience and proof of being a Competent Supervisor as defined under the **Occupational Health and Safety Act**, as amended, and who have worked on the referenced projects included in your CCDC 11–1996 (R2006) Appendix B. **Resumes should be maximum two pages each** and include the following:

i. Two client references for each site supervisor to be assigned to City of Peterborough-Property Division projects;
ii. Provide three current references from projects included in your CCDC 11–1996 (R2006) Appendix C where your firm is currently completing similar work; institutional or university work preferred. Include the following **mandatory** information:

1. Contact name, Company name, current phone number and extension and e-mail address;
2. Project details including project value; maximum one page per project; and
3. Names of supervisory staff assigned to the projects.

d. **Proof of Ability to Bond**- provision of a letter from the GC's bonding/surety company, which must be licensed and qualified to function in the Province of Ontario, stating the GC's capacity to obtain a 10% Bid Bond for all RFTs and all Groups, or 100% of the amount of the RFT, in an acceptable form of collateral; and a 50% Performance Bond and a 50% Labour and Materials Bond, for Group 3 projects valued at **$750,000** or more. Indicate the length of time you have been with this company and provide a named reference with phone numbers.

e. **Insurance** - confirmation of ability to procure and maintain the following insurances:

i. **Commercial General Liability** coverage with a limit not less than **$2,000,000** per occurrence; and
ii. **Standard OAP 1 Automobile** Policy insurance with a limit not less than **$2,000,000** for all licensed motor vehicles owned or leased by the successful GC to be used in the provision of the goods/services in any future RFT.

Note 1: The above insurance policy, or policies, shall be with an insurer, or insurers, licensed to do business in the Province of Ontario and acceptable to the City.

Note 2: The City and the Consultant shall be named as additional insured parties; but only with respect to liability arising out of the operations of the named insured.

Note 3: The successful GCs for the RFTs to be issued shall provide to the City, at the time of execution of the Contract, a certificate of insurance confirming the above insurance coverage is in place.

Note 4: Specific RFTs may require additional insurance; e.g. environmental liability for projects including abatement.

f. A current and valid **WSIB Clearance Certificate**.

g. Most recent complete form of **CAD-7 Neer Calculation** issued by WSIB and the Construction Safety Association.

Do not include pictures of previous projects with your submission.

5.8 Contract

The form of Contract for each of the Projects will be the CCDC2-2008 Stipulated Price Contract Agreement, modified by Supplementary General Conditions, refer to **Attachment 1 General and Supplementary Conditions**. Note: **Attachment 1**, herein provided, may be revised from time to time, depending on the project circumstances. An attachment, outlining current General Terms and Supplementary Conditions, will be included, if required, in all yet to be issued RFT.

6.0 General Terms and Conditions

6.1 Freedom of Information

The GC hereby consents to the disclosure of the information contained in their submission, pursuant to **The Municipal Freedom of Information and Protection of Privacy Act**, as amended, or "MFIPPA".

If a GC considers any part of the submission proprietary, the GC shall clearly mark such page or section of the submission as confidential. The complete details of the submission are not to be identified as confidential.

The GC shall clearly identify, if applicable, patent, proprietary, copyright rights or similar confidential information, the disclosure of which could cause them injury or damage. The GC is encouraged to place all such details and information within a separate section of their submission.

The GC acknowledges that marking any page or section as "confidential" does not automatically protect that portion of the submission from release, but only assists the City in making a determination if a request for information is made by a third party. Any decision made by the City to release or withhold information under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information or uphold the City's decision in whole or in part.

The identity of submitting GCs may be available to the public on the City website.

The MFIPPA Coordinator for the City is the City Clerk. Any questions regarding the MFIPPA may be directed to the City Clerk's office at 705-742-7777, or Toll-Free at 1-855-738-3755, Extension 1819.

6.2 Reports and Draft Reports

The City, subject to the requirements of MFIPPA, may release any information received by the City, by making it available to City Council, prior to, or

concurrent with, the public release of any staff report which contains a recommendation for award of prequalification, based on such information, whether or not the information is incomplete or in final form.

6.3 Costs Incurred

The City shall not, under any circumstances, be responsible for any costs incurred by the GC in the preparation of the submission, including, but not limited to, costs to prepare documentation, travel, and attendance at any site meetings, interviews or demonstrations, if required.

6.4 Sub-Contractors/Suppliers/Sub-Consultants

6.4.1 The following sub-trades will be prequalified by the City. A list of prequalified sub-contractors will be provided to the prequalified GC's for selection as sub-contractors in future RFTs to be issued.

a. Mechanical sub-contractors; and
b. Electrical sub-contractors.

6.4.2 The following sub-trades have already been prequalified by the City and are to be used by the successful GCs, as applicable, in future projects.

a. Diversified Communications - data and phone work;
b. Trent Security - security work; and
c. L.R. Brown Audio Visual Ltd. - audio and video work.

6.5 Accept/Reject

The City reserves the right to reject any submissions which may be restricted by the clauses or by any agreements or by restrictive statements of any kind in a GCs' submission.

Should the submissions received be unsatisfactory, the City reserves the right, in its sole and absolute discretion, to cancel or re-issue the RFPQ, or issue a Tender solicitation.

Should the City receive only one submission for the services of a GC that has a known multiple-source potential, the City reserves the right to recall or cancel the RFPQ.

If no submissions are received, the City reserves the right to enter into negotiations with any one or more persons whatsoever.

Revised submissions will not be called for, if only minor changes are contemplated.

6.6 Causes for Rejection

6.6.1 Reject

The following will result in a submission being rejected:

a. Received late - will not be opened;
b. Submission not providing all the mandatory requirements, as stated in **Items 5.5, 5.6 and 5.7**;

c. Submission not completed in ink or type; or
d. Submission not signed.

6.6.2 Accept

The following represents an example of circumstances where a submission is questioned but may be accepted after examination or correction:

a. Submission not acknowledging correct number of addenda issued.

6.7 Rejection of Submission when the City/Vendor Relationship Impaired

The City may reject a submission from a GC where, in the opinion of the Director of Corporate Services and the City Solicitor, the commercial relationship between the City and the GC has been impaired by the act(s) or omission(s) of the GC, within the five year period immediately preceding the date on which the submission is to be awarded.

The act(s) or omission(s) include, but are not limited to, the following:

a. Threatening litigation or pursuing litigation of the City, in relation to previous contracts awarded to the GC by the City, or a person against whom the City is pursuing litigation. Threatening litigation means transmitting a written threat to commence a judicial proceeding;
b. A claim has been made by the City on the GC, under a security submitted by the GC such as a Bid Deposit, Performance Bond or Materials and Labour Bond;
c. The GC has refused to follow reasonable directions of the City or to cure a default under any Contract or Agreement with the City;
d. The successful GC refuses to enter into any contract or agreement with the City after the GC has been prequalified by the City;
e. The GC has communicated, directly or indirectly, with any other GC about the preparation of the submission for the same goods/services;
f. The GC or any person with whom that GC is not at arm's length within the meaning of the **Income Tax Act** Canada, as amended, has been convicted of an offence under any taxation statute in Canada;
g. The GC has been convicted under the **Criminal Code**, or other legislation;
h. The GC has been convicted under any environmental legislation;
i. The GC has been convicted relating to product liability or occupational health or safety; or
j. The GC has been convicted under the financial securities legislation.

6.8 Rights of the City

The City reserves the right to communicate with one or more GCs following the Closing to clarify elements of the submission.

The City will retain the right to ensure that an acceptable standard of use, service and operation is maintained.

6.9 Employees

In the performance of any contract, the prequalified GC shall be an independent contractor. The prequalified GC and their employees shall not be deemed to be employees of the City.

The prequalified GC shall employ only orderly, competent and skilful employees to ensure that the services are carried out in a respectable manner.

6.10 Relationship of Parties

The GC expressly acknowledges that they are an independent contractor and neither agency, partnership nor employer-employee relationship is intended or created by the resulting Contract with a prequalified GC.

The prequalified GC shall be solely responsible for all matters, if applicable, relating to statutory deduction of all taxes, employment insurance and Canada Pension and all licenses and permits which may be or become required to perform all Services.

The prequalified GC shall be solely responsible for all their personnel matters, if applicable, relating to hiring, firing, discipline, leave, remuneration, WSIB and insurance premiums.

The prequalified GC fully acknowledges and accepts their responsibility as defined under the **Occupational Health and Safety Act** as amended.

6.11 Collusion

The GC declares that this response is not made in conspiracy with any other GC making a submission for the same products/services and is without collusion or fraud.

6.12 Contract Completion Security

The City shall deduct, on each Certificate of Payment, after the 10% lien holdback has been deducted, a further 3% on Group 1, 2 and 3 projects, to be set aside and held as a Contract Completion Security Account. The accumulated amount in this account shall be released to the successful GC upon Total Performance of the Work. Partial releases will not be made.

If, within 15 days of written notification by the City, at any time after Substantial Performance, the successful GC does not reach Total Performance, by failing to completely finish outstanding Work, the City shall have the right to complete such Work and deduct the cost for such Work, together with an appropriate administration fee, from the Contract Completion Security Account.

7.0 Prequalification Approval

7.1 Evaluation

This is an RFPQ for the prequalification of additional GCs for three groups, as indicated in **Item 1.1**, for the City's Property Division projects for the period

January 1, 2016 to December 31, 2019. Additional GCs will be prequalified based on the evaluation of the criteria set out in this Section.

7.2 Evaluation Committee

An Evaluation Committee comprised of the Property and Energy Manager, the Property Maintenance Coordinator, and the City's two Architects of Record will be evaluating submissions using the Criteria in **Item 7.4**. The City reserves the right to change the makeup of the Committee, if required.

7.3 Clarification and References

The City reserves the right to contact any GC to seek clarification of the contents of their submission.

The City may investigate, in such manner as it deems necessary, to determine the ability of the GC to perform the Work, and the GC shall furnish the City all such information and data for this purpose, as the City may reasonably request.

The City reserves the right to reject a GC from this prequalification process if that GC has: unsatisfactorily performed work for the City; poor references; or has included false or misleading information in their submission; or submitted an incomplete submission.

Reference checks by the City may not be limited to making inquiries of only the owners listed in the GCs' submission. The City may consider all available information, including: prior performance on City work; prior performance with either of the City's two Architects of Record; and any other projects/owners not specifically provided by the GC as examples of their work, or as references.

The City reserves the right to reject any submission if the evidence submitted by the CG or if an investigation of a GC fails to satisfy the City that the GC is qualified to carry out the obligations of the project.

The City reserves the right to: limit each roster to a reasonable number of prequalified GCs; and prequalify additional GCs. A minimum score of 75 is required to be considered for addition to Group 1, 2 or 3.

By submitting a prequalification Proposal, each GC consents to:

a. The City performing reference checks which may include the City contacting any owner listed in the submission.
b. Participating in a Contractor Performance Review and, if any, to the consequences thereof;
c. Resolving conflicts professionally and expeditiously;
d. Posting the names of successful GCs in a format acceptable to the City; e.g. posted on the City's website, advertised in local papers, faxed to Trades on request.

Each GC agrees that any one of the following: poor performance based on the Contractor Performance Review; breach of contract; and/or failure to participate in three consecutive Invitations to Tender provides sufficient evidence upon which the Director of Corporate Services and the City Solicitor could determine that the commercial relationship between the City and the GC, including any sub-contractor the GC intends to use, has been impaired by the act(s) or omission(s) of the GC or sub-contractor. If the Director of Corporate Services and the City Solicitor determine that the commercial relationship between the City and the GC has been impaired, the GC agrees that the City has sufficient cause to remove the GC from the prequalified Group for a period of up to five years from the date of the City's determination.

The City reserves the right to add additional specialized GCs on specific City projects where it may be advantageous to the City.

The successful GC must meet all requirements of any Tender document.

In establishing a prequalified roster of GCs, the City does not guarantee that there will be subsequent RFT's issued or any contracts awarded as a result of this prequalification process. The City is seeking to maintain a maximum number of GC's on each Group's roster as noted below:

Group 1 maximum Roster of 10 - existing roster consists six GC's;

Group 2 maximum Roster of 10 - existing roster consists of eight GC's; and

Group 3 maximum Roster of 15 - existing roster consists of 14 GC's.

GCs may request a debriefing after release of the approved roster of additional prequalified GCs. All requests must be made, in writing, to Mac MacGillivray, Property and Energy Manager, within 30 days of the City posting the results of award of **RFPQ-04-15**. The intent of the debriefing information session is to aid the GC in presenting a better submission for subsequent opportunities. No debriefing is provided for the purpose of providing an opportunity to challenge any City decision.

7.4 Evaluation and Scoring

The prequalification process will include an assessment of references for performance in a number of areas including, but not limited to, previous work experience, financial capability, and health and safety. Submissions will be evaluated and scored in accordance with **Chart 1**.

Chart 1

Line	Criteria	Score
1.	Submission of all items required in **Items 5.5, 5.6 and 5.7**	**PASS/FAIL**
2.	**Company Qualification** – based on overall corporate experience and years in business	10
3.	**Site Supervisors** – based on resumes of site supervisors available for City projects **Item 5.7 c.i**	20
4.	**Project Experience** – based on a minimum of three references obtained from any project listed in the CCDC 11-1996 (R2006) submission and/or the requirements of **Item 5.7 c.ii**	45
5.	**Bonding/Insurance** – based on assessment of the bonding and insurance documents submitted **Item 5.7 d. and e.**	10
6.	**CAD-7 Neer Calculation** – based on evaluation of CAD-7 submission	10
7.	**Contractor Prequalification Form** – based on assessment of information provided in **Appendix D**	5
8.	**TOTAL**	**100**

7.5 Recommendation

The final prequalification list for additional GCs for the future RFT's will be based on the GCs' overall total score. Only prequalified GCs, by Group 1, 2 or 3, will be considered for future RFTs issued by the Property Division of the City and will be the only GCs to receive the RFT document.

By responding to this RFPQ, the GC agrees to accept the recommendation of the Evaluation Committee as final and binding.

The award of this RFPQ shall be in accordance with the City of Peterborough's current Purchasing By-law. The decision of the City will be final.

The successful, prequalified GCs shall not make any claims for additional costs or expenses due to the delay in, or cancellation of the award of this RFPQ, due to the approval process.

Attachment 1 - General and Supplementary Conditions

The CCDC-2, 2008 Contract will be the Construction Contract, as amended by the Supplementary Conditions contained herein.

Article-A6 – Receipt and Addresses for Notices in
Delete Article A-6.1 and substitute new article 6.1:

6.1 Notices in Writing between the parties or between them and the Consultant shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier or if sent during normal business hours by fax and addressed as set out below. Such Notices in Writing will be deemed to be received by the addressee on the next business day if sent by fax after normal business hours or if sent by overnight commercial courier. Such Notices in Writing will be deemed to be received by the addressee on the fifth Working Day following the date of mailing, if sent by pre-paid registered post, when addressed as set out below. An address for a party may be changed by Notice in Writing to the other party setting out the new address in accordance with this Article.

Definitions
Add the following definition:

19a. Submittals
Submittals are documents or items required by the Contract Documents to be provided by the Contractor, such as:
- Shop Drawings, samples, models, mock-ups to indicate details or characteristics, before the portion of the Work that they represent can be incorporated into the Work; and
- As-built drawings and manuals to provide instructions to the operation and maintenance of the Work.

1 General
1.1 Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

GC 1.1 Contract Documents
.1 Add to the end of subparagraph 1.1.2.2:
Except where the Consultant shall be indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4, 9.5.3.4 and in 12.1.3.
.2 Add new subparagraph 1.1.7.5:
1.1.7.5 In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the Contract Documents.

GC 2.2 Role of Consultant
.1 Add at the end of paragraph 2.2.9:
“The Owner and the Contractor shall waive any claims against the Consultant arising out of the making of such interpretations and findings made in accordance with

paragraphs 2.2.7., 2.2.8., and 2.2.9".
.2 Delete the comma after the word "submittals" and add the words "which are provided" before the words "in accordance" in paragraph 2.2.14.

GC 2.4 Defective Work
.1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:

2.4.1.1 The Contractor shall rectify, in a manner acceptable to the Owner and the Consultant, all defective work and deficiencies throughout the Work, whether or not they are specifically identified by the Consultant.

2.4.1.2 The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner, adversely affects the day to day operation of the Owner.

GC 3.1 Control of the Work
.1 Add new paragraph 3.1.3:

3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the Contractor shall immediately notify the Consultant in writing and obtain written instructions from the Consultant before proceeding with any part of the affected Work.

GC 3.4 Document Review
.1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

3.4.1 The Contractor shall review the Contract Documents and shall report promptly to the Consultant any error, inconsistency, or omission the Contractor may discover. Such review by the Contractor shall comply with the standard of care described in paragraph 3.14.1 of the Contract. Except for its obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner or to the Consultant for the accuracy of the Contract Documents. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the Contract Documents, which the Contractor could not reasonably have discovered. If the Contractor does discover any error, inconsistency or omission in the Contract Documents, the Contractor shall not proceed with the Work affected until the Contractor has received corrected or missing information from the Consultant.

GC 3.8 Labour and Products
.1 Add new paragraph 3.8.4:

3.8.4 The Contractor is responsible for the safe on-site storage of Products and their protection, including Products supplied by the Owner and other contractors to be installed under the Contract, in such ways as to avoid dangerous conditions or contamination to the Products or other persons or property and in locations at the

Place of the Work to the satisfaction of the Owner and the Consultant. The Owner shall provide all relevant information on the Products to be supplied by the Owner.

GC 3.10 Shop Drawings
.1 Add the words "**and other Submittals**" to the Title after "**Shop Drawings**".

.2 Add "and Submittals" after the words "Shop Drawings" in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11, and 3.10.12.

.3 Delete 3.10.3 in its entirety and substitute new paragraph 3.10.3
GC.3.10.3 Prior to the first application for payment, the Contractor and the Consultant shall jointly prepare a schedule of the dates for submission and return of Shop Drawings and any Submittals.

.4 Delete the words "with reasonable promptness so as to cause no delay in the performance of the Work" and replace with "within 10 working days or such longer period as may be reasonably required" in paragraph 3.10.12.

GC 3.14 Performance by Contractor
.1 Add new General Condition 3.14.1:

3.14.1 In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor's obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any Products, personnel, or procedures which it may recommend to the Owner.

2 Add new General Condition 3.14.2:

3.14.2 The Contractor further represents covenants and warrants to the Owner that:
.1 The personnel it assigns to the Project are appropriately experienced;
.2 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner's approval, in the event of death, incapacity, removal or resignation.

GC 4.1 Cash Allowances
.1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:

4.1.4 Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances shall be reallocated at the Consultant's direction to cover the shortfall.

.2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:

4.1.5. The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order.

.3 Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7:

4.1.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant, a schedule indicating the times, within the construction schedule referred to in GC 3.5, that items called for under cash allowances and items that are specified to be Owner purchased and Contractor installed or hooked up are required at the site to avoid delaying the progress of the Work.

.4 Add new paragraph 4.1.8:

4.1.8 The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work, to be paid for from cash allowances.

GC 6.2.3 Allowance for overhead shall be limited to 10% for Contractor's work, or where work is subcontracted, 10% for overhead for sub-contractor's work. The Contractor shall be entitled to 5% for overhead of a sub-contractor's total cost. Overhead and profit may not be charged on credits to the Contract. Where a change involves extras and credits, overhead and profit shall apply only to the net value of the change, inclusive of all costs and site supervision.

Three scenarios of potential extras to the contract are illustrated below:

Example 1: GC's own forces do all work that has a net value of $10,000. No sub-contractors involved in the work.

GCs Additional Work	$15,000
Credits	-$5000
Sub Total Net Extra	$10,000
GCs Overhead 10%	$1,000
Contractor Cost of Extra	**$11,000**

Example 2: GC's sub-contractor does all of the work

Subs Additional Work	$15,000
Credits	-$5000
Sub Total Net Extra	$10,000
Subs Overhead 10%	$1,000
Subs Cost of Extra	**$11,000**
GCs Profit 5%	**$550**

Example 3: GC's forces do some of the work that has a net value $10,000 and sub-contractor does some of the work that has a net value of $5,000

GCs Additional Work	$15,000
Credits	-$5000
Sub Total Net Extra	$10,000
GCs Overhead 10%	$1,000
Contractor Cost of Extra	**$11,000**
Subs Work	$5,000
Subs Overhead 10%	$500
Subs Cost of Extra	**$5,500**
GCs Profit 5%	**$275**

GC 6.4 Concealed or Unknown Conditions
.1 Add new subparagraph 6.4.5:

6.4.5 The Contractor confirms that, prior to bidding the Project, it carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in paragraph 3.14.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the Contract Time for conditions which could reasonably have been ascertained by the Contractor by such careful investigation undertaken prior to the submission of the bid.

GC 6.5 Delays
.1 Delete the period at the end of paragraph 6.5.1, and substitute the following words: ", but excluding any consequential, indirect or special damages."

.2 Add new subparagraph 6.5.6:

6.5.6 If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor's control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Owner shall be reimbursed by the Contractor for all reasonable costs incurred by the Owner as the result of such delay, including all services required by the Owner from the Consultant as a result of such delay by the Contractor and, in particular, the cost of the Consultant's services during the period between the date of Substantial Performance of the Work stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of Substantial Performance of the Work achieved by the Contractor.

GC 6.6 Claims for a Change in Contract Price
.1 Add the words "as noted in paragraph 6.6.3" after the words "of the claim" in paragraph 6.6.5 and add the words "and the Consultant", at the end of paragraph 6.6.5.

GC 8.2 Negotiation, Mediation and Arbitration

.1 Add the following new paragraphs 8.2.9, 8.2.10, 8.2.11, 8.2.12., 8.2.13., and 8.2.14:

8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the Owner and the Contractor shall give the Consultant a written notice containing:

a. A copy of the notice of arbitration;
b. A copy of supplementary conditions 8.2.9 to 8.2.14 of this Contract, and;
c. Any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.

8.2.10 The Owner and the Contractor agree that the Consultant may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the Consultant:

a. Has a vested or contingent financial interest in the outcome of the arbitration;
b. Gives the notice of election to the Owner and the Contractor before the arbitrator is appointed;
c. Agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and,
d. Agrees to be bound by the arbitral award made in the arbitration.

8.2.11 If an election is made under paragraph 8.2.10, the Consultant may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.
8.2.12 The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.2.10 to become a full party may: a. on application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.2.10, and; b. make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.

8.2.13 The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the Consultant to any sub-consultant; 8.2.14. In the event of notice of arbitration given by the Consultant to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding.

GC 9.1 Protection of Work and Property

.1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

9.1.1.1 Errors in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.14.1;

.2 Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

9.1.2 Before commencing any Work, the Contractor shall determine the locations of all

underground utilities and structures indicated in the Contract Documents, or that are discoverable by applying to an inspection of the Place of the Work the degree of care and skill described in paragraph 3.14.1.

GC 9.2 Toxic and Hazardous Substances

.1 Add to paragraph 9.2.6 after the word "responsible", the following new words: "or whether any toxic or hazardous substances or materials already at the Place of the Work, and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements, were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others."

.2 Add "and the Consultant" after the word "Contractor" in subparagraph 9.2.7.4.

.3 Add to paragraph 9.2.8 after the word "responsible", the following new words: "or that any toxic or hazardous substances or materials already at the Place of the Work, and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements, were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner or others."

GC 9.5 Mould

.1 Add "and the Consultant" after "Contractor" in subparagraph 9.5.3.4.

GC 10.2 Laws, Notices, Permits and Fees

.1 Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words: "Subject to paragraph 3.14.1, the".

GC 12.1 Indemnification

.1 Add new clause 12.1.1.3.

12.1.1. 3. The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and made in writing within a period of six years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the Place of Work.

GC 12.3 Warranty

.1 Delete from the first line of paragraph 12.3.2 the word, "The" and substitute the words: "Subject to paragraph 3.14.1, the…"

Appendix A - Submission Cover Page and Checklist

City of Peterborough

Document No. RFPQ-04-15

Prequalification of Additional General Contractors for the Property Division of the City of Peterborough for the period January 1, 2016 through December 31, 2019

Prequalification Submission is for:

Group 1 ☐ **Between $25,000 and $250,000**

Group 2 ☐ **Between $250,000 and $750,000**

Group 3 ☐ **Between $750,000 and $2,000,000**

Submit To:

City of Peterborough
Corporate Services, Tenders and Proposals
Main Floor, City Hall
500 George Street North
Peterborough, Ontario K9H 3R9
Attn: Sandra Clancy,
Director of Corporate Services

Submitted By:

_____

Company Name

_____

Address

Appendix A - cont'd

Checklist

The GC shall include all items **in the order shown below** with their submission. Failure to provide the items required may result in the rejection of the submission as incomplete. The GC shall mark an **"X"** in the "**Yes/No"** columns to indicate the items that are included in their submission.

The following items shall be included with your submission	**YES**	**NO**
One Original and two unbound copies of submission - Items 5.5.1 and 5.5.2	☐	☐
Submission Cover Page and Checklist – Appendix A - Item 5.6	☐	☐
Acknowledgements – Appendix B - Item 5.6	☐	☐
Asbestos Awareness Training - Appendix C – Item 5.4 and 5.6	☐	☐
Contractor Prequalification Form – Appendix D – Item 5.6	☐	☐
Cover Letter – Item 5.7.a.	☐	☐
CCDC 11–1996 (R2006) – Item 5.7.b.	☐	☐
Project and Supervisory Staff resumes – Item 5.7 c.i	☐	☐
Current Company references – Item 5.7 c.ii	☐	☐
Proof of Ability to Bond - 5.7.d.	☐	☐
Insurance Information – 5.7.e.	☐	☐
Current and valid WSIB Clearance Certificate – Item 5.7.f.	☐	☐
Current complete CAD-7 Neer Calculation – Item 5.7.g.	☐	☐

Appendix B - Acknowledgments

I/We Acknowledge that this submission is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a submission for the same services and is in all respects fair and without collusion or fraud.

I/We Acknowledge that all matters stated in the said submission are, in all respects, true.

I/We Acknowledge that, having read **RFPQ-04-15**, I/We have satisfied ourselves as to the Terms, Conditions and Specifications and do hereby make a submission for the **Prequalification of Additional General Contractors for the Property Division of the City of Peterborough for the period January 1, 2016 through December 31, 2019**.

I/We Acknowledge that _____ addenda have been issued for this RFPQ and that I/We understand it is the GC's ultimate responsibility to ensure all addenda issued have been received. **NOTE**: failure to include the correct number of addenda in this Appendix may, at the discretion of the City, result in disqualification of the submission.

Dated at _____ this _____ day of _____ 2015.

Firm or Organization Name	Signing Authority
Street Address	Signature
City Postal Code	Telephone and Fax Number
Email	

Appendix C - Asbestos Awareness Training

Representation and Warranty

Insert Company Name_____

Hereby represents and warrants that:

Their employees, who will be providing services to the Corporation of the City of Peterborough, in accordance with the award of **RFPQ-04-15** for the **Prequalification of Additional General Contractors for the Property Division of the City of Peterborough for the period January 1, 2016 through December 31, 2019**:

1. Have successfully completed Asbestos Awareness Training, which was provided by a person qualified to perform Type 3 asbestos removal in accordance with the regulations enacted under the Occupational Health and Safety Act; and

2. The Asbestos Awareness Training was conducted by a competent and qualified instructor in accordance with applicable Occupational Health and Safety legislation, regulations, standards and guidelines.

Acknowledgement

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Corporation of the City of Peterborough and as such I/We solemnly provide this representation and warranty as if it were given under oath.

_____
Company Name

_____
Signature(s)

_____
Name(s)

_____
Title(s)

_____
Date

Appendix D - Contractor Prequalification Form

City of Peterborough

Section 1: Work Experience Profile

1. Check the type of work that your Company currently performs with its own forces:

☐ Carpentry	☐ Demolition	☐ Flooring
☐ HVAC/Mechanical	☐ Painting	☐ Plumbing
☐ Roofing	☐ Walls/Foundations	☐ Other:

If "Other", specify type of service(s) offered or provided: _____

2. What percentage of your companies work is normally sub-contracted? _____

3. Has a complaint ever been upheld against your company by any consumer, licensing or government authority(s)? ☐ Yes ☐ No

If Yes, please explain: _____

_____

Attach additional page(s) if necessary.

4. Has your company ever defaulted or been terminated on a contract? ☐ Yes ☐ No

If Yes, please explain: _____

_____

5. Has your company filed any lawsuits or requested arbitration with regard to contracts within the last five years? ☐ Yes ☐ No

If Yes, please explain: _____

_____

6. Are there any past, current or pending claims or legal actions with your company and any municipality, or provincial or federal agencies? ☐ Yes ☐ No

   If Yes, please explain: _____

_____

7. Has your company ever had a claim made against it for improper, delayed, defective or non compliant work or failed to meets its warranty obligations? ☐ Yes ☐ No

   If Yes, please explain: _____

_____

Section 2: Occupational Health and Safety

8. Does your company have a Health and Safety Policy/Manual? ☐ Yes ☐ No

9. Have your employees received the required core/refresher H&S training as suggested by provincial regulations? ☐ Yes ☐ No

10. Does your company have an employee disciplinary policy or program in place for safety violations? ☐ Yes ☐ No

11. Do you have a company policy for terminating sub-contractors if they do not comply with Health and Safety regulations? ☐ Yes ☐ No

12. Has your company ever received a citation, notice or order under any **Safety Act**, as amended, or Ministry of Labour inspection? ☐ Yes ☐ No