

1.0 THE DELIVERABLES

The Corporation of the City of Mississauga is looking to procure Construction services for three (3) Comfort Stations at two (2) City of Mississauga Parks:

- 1- Jack Darling Memorial Park (1180 Lakeshore Road West, Mississauga).
 - A- West Comfort Station (Built in 1973).
Demolition of an existing washroom building and construction of a new comfort station building in the same approximate location.
 - B- East Comfort Station (Built in 1993).
Minor lifecycle and accessibility renovation work on the existing washroom.
- 2- Huron Park (830 Paisley Blvd W, Mississauga).
Construction of a new comfort station building.

More detailed information can be found in Appendix C – Statement of Work, and Appendix E,F,G,H, I, J, K & L – Documents.

2.0 MATERIAL DISCLOSURES

2.1 Prequalification

Must a bidder be prequalified in order to submit a bid?

- ☐ Yes, under prequalification Procurement No. N/A
- ☒ No

2.2 Key Personnel

Are Key Personnel applicable to project pursuant to a City prequalification process?

- ☐ Yes
- ☒ No

If yes, applicable prequalification Procurement No. N/A

If any of the individuals proposed by the bidder for Key Personnel within its' response to the above-mentioned prequalification differ from the Key Personnel being proposed within this RFT, the City may, in its sole and absolute discretion:

- a) rescind the award to the bidder;
- b) proceed with the award to the bidder; or

APPENDIX A – RFT PARTICULARS

- c) before taking either action above, request additional information from the bidder on any or all of the individuals who differ from those proposed in the bidder's response to the prequalification, or request that the bidder propose different individuals for any or all of the individuals who differ from those proposed in the bidder's response to the prequalification. The bidder shall provide any requested additional information or propose different individuals within five (5) business days of the City making a request.

2.3 City's RFT Consultant

If the City has appointed a third party architect, engineer, contract administrator or other third party to assist with this bid request and/or any resulting contract, details are as follows:

Company: Celluci + Pace

Role: Architect

2.4 Contract Security

Is a Performance Bond required?

☒ Yes, in amount of: 50% of the total bid price

☐ No

Is a Labour & Material Payment Bond required?

☒ Yes, in an amount of: 50% of the total bid price

☐ No

2.5 Liquidated Damages

Are liquidated damages applicable to the contract?

☐ Yes

☒ No

2.6 Holdbacks

Is a Construction Holdback applicable to the contract?

APPENDIX A – RFT PARTICULARS

☒ Yes, in an amount of: 10%

☐ No

If applicable, is annual release of the Holdback applicable to the contract?

☐ Yes

☒ No

If applicable, and pursuant to subsection 2(4) of the Construction Act, the Deliverables and improvements applicable to each calendar year of the term shall be collectively treated as one contract. In other words, the Deliverables and improvements occurring between the commencement of the contract and the following December 31 shall be collectively treated as one separate contract. The Deliverables and improvements occurring between January 1 and the following December 31 shall be collectively treated as another separate contract.

Substantial performance shall be determined for each contract and shall be subject to the holdback release provisions set out herein.

Is a Warranty Reserve applicable to the contract?

☒ Yes, in an amount of: 2.5%

☐ No

If applicable, the City will keep the Warranty Reserve for the duration of the contract including the warranty period.

The contractor must request release of the Warranty Reserve at the end of the warranty period, subject to the City's contract manager confirming that the terms of the warranty have been satisfied and there are no outstanding deficiencies or defects.

2.7 Warranty Period

Is there a warranty period applicable to the contract?

☒ Yes, for a duration of: 12 months

☐ No

APPENDIX A – RFT PARTICULARS

2.8 Health & Safety

Is an Occupational Health & Safety Management System (“OHSMS”) requirement applicable to the contract?

- ☒ Yes, Contractors must be **certified** with an approved OHSMS
- ☐ No

For more information on the City’s OHSMS requirement, visit [Bids and Tenders - Mississauga](#)

Is the City standard Health and Safety Form applicable to the Contract?

- ☒ Yes
- ☐ No

For more information on the City’s Standard Health & Safety and Safety Acknowledgement requirements, visit [Bids and Tenders - Mississauga](#)

2.9 Insurance Requirements

Insurance shall be in accordance with:

- ☒ Schedule A – Insurance Requirements
- ☐ Section 29 of Standard Terms and Conditions of Contract – Non Construction
- ☐ Agreement, with any applicable City Amendments or Supplemental Conditions
- ☐ GC 6.03 of WOM General Conditions for Non-Construction Services

Additional insurance requirements:

N/A

2.10 Workplace Safety and Insurance Board (“WSIB”) Requirements

WSIB shall be in accordance with:

APPENDIX A – RFT PARTICULARS

- ☐ Section 27 of Standard Terms and Conditions of Contract - Construction
- ☐ Section 31 of Standard Terms and Conditions of Contract - Non Construction
- ☒ Agreement, with any applicable City Amendments or Supplemental Conditions
- ☐ GC 6.05 of WOM General Conditions for Non-Construction Services

2.11 Demonstrations

Is a demonstration required as part of the bidding process?

- ☐ Yes
- ☒ No

It is the responsibility of the bidder to arrange the demonstration at a location of the City's discretion within five (5) business days of the City's request. All equipment/vehicle demonstrated must be the same as the equipment/vehicle proposed in the bid.

2.12 Product Equivalent/Substitutions

Are product equivalent and/or substitutions permitted during the bidding process?

- ☒ Yes
- ☐ No

Prior approval must be obtained by using the "Submit a Question" feature on the City's e-bidding system. All product equivalents and/or substitution decisions will be communicated by way of addenda. The City reserves the right to accept or reject substitutes at its sole discretion. The City's decision on whether a product is deemed equivalent or a substitute will be final.

Approved substitutes must be ready and available for staff to inspect and test, at the City's request.

APPENDIX A – RFT PARTICULARS

3.0 MANDATORY SUBMISSION REQUIREMENTS

3.1 Submission Form

Each bid must include all completed schedules within the City's e-bidding system and digitally authorized by an authorized representative of the bidder.

3.2 Pricing

Each bid must include pricing information that complies with the instructions contained in Part 4 Pricing.

3.3 Other Mandatory Submission Requirements

Digital, verifiable Agreement to Bond, in an amount of 50% Performance Bond / 50% Labour and Material Payment Bond, from a surety company licensed to conduct business in the Province of Ontario and acceptable to the City.

4.0 MANDATORY TECHNICAL REQUIREMENTS

- a) The bidder must demonstrate it has a minimum average annual value of \$5,000,000 dollars in construction work, utilizing the last four (4) full calendar years and calculated as follows:

$$\text{average annual value of construction work} = \frac{(\text{Yr 1 AV} + \text{Yr 2 AV} + \text{Yr 3 AV} + \text{Yr 4 AV})}{4}$$

AV = annual construction value

The bidder is to include their annual value of construction work where indicated in the City's e-bidding system.

- b) The bidder must demonstrate it has undertaken, as a general contractor or as a sub-contractor, within the last four (4) calendar years and/or current year, similar projects of scope and size. Bidders are to complete the applicable Schedules in the City's e-bidding system accordingly.
- c) The bidder must acknowledge they have not been convicted with a violation of the Electrical Safety Authority (ESA) or Occupational Health & Safety Act (OHSA), have not been in default of contract requiring surety involvement, and are not in bankruptcy proceedings, by completing the table within the City's e-bidding system.

5.0 PRE-CONDITIONS OF AWARD

The award of the Contract is subject to the receipt of sufficient funding and appropriate staff and Council approvals.

The successful bidder shall, within seven (7) business days of receiving written notice of award from the City, submit to the City the following documentation, , identified by "☒":

APPENDIX A – RFT PARTICULARS

- ☒ A completed, signed and otherwise valid City Standard Certificate of Insurance, evidencing the insurance identified in Section 2.0 Material Disclosure; the City Standard Certificate of Insurance can be found on the City's website
- ☒ A valid Workplace Safety and Insurance Certificate of Clearance
- ☐ A list of the individuals the bidder proposes for the Key Personnel positions identified in its response to a prequalification process. If any of the proposed Key Personnel are different from those proposed in the bidder's response to the prequalification process, the bidder shall identify the reason for the change
- ☒ A preliminary construction schedule
- ☒ Contract Security, as identified in Section 2.0 Material Disclosure
- ☒ A list of personnel assigned to the project, together with proof of applicable certification and licenses
- ☒ Appropriate contract seal issued from the Canadian Construction Document Committee website: www.ccdc.org
- ☒ Health & Safety Policy and Procedures
- ☒ A completed, signed Health and Safety Acknowledgement Form
- ☐ Trillium Award Certificate – current Trillium Award certificate as awarded by the Ontario Association of Asphalt Pavement Council, refer to Supplemental Specifications SS 310, if applicable
- ☒ Proof of certification with COR™; ISO 45001:2018; CSA Z45001:19; or OHSAS 1800:2007
- ☒ Social Value Plan

The Social Value Plan should include employment opportunities and hiring of suppliers and subcontractors from members of equity-deserving communities; apprenticeships and paid work opportunities; or use of small businesses, social enterprises or diverse-owned businesses as suppliers and subcontractors.
- ☐ Training & Apprenticeship Strategy

The Training & Apprenticeship Strategy should include the number of hours to be completed by apprentices, paid interns, and paid work experience positions. Provide a detailed strategy for how the bidder will meet the above commitment, including how the bidder proposes to allocate the hours during the life of the Contract.
- ☒ Climate Change Plan

APPENDIX A – RFT PARTICULARS

A non-exhaustive list of the strategies the City would like to see included in the Climate Change Plan is as follows:

- Defined targets for reducing embodied carbon throughout the Project;
- Design and size the Project to reduce overall materials used;
- Strategies for using recycled or lower embodied carbon materials wherever possible;
- Considerations for potential application of low-carbon concrete and/or Portland-limestone cement for concrete and mortar;
- Identification of products, where available, from manufacturers who have validated triple bottom line (environment, economical, and social) life-cycling information relevant to the product through independent, consensus-based, third-party certification;
- Intentions to use local contractors to reduce transportation emissions
- Intentions to use energy efficient or low emissions vehicles and equipment wherever possible;
- Consideration of maintenance and repair needs when selecting materials;
- Strategies to minimize waste and provide sufficient space for waste separation and monitoring on site.

☐ Waste Reduction Strategy

The Waste Reduction Strategy should demonstrate what actions will be taken to:

- divert the amount of waste going to landfill, including any packaging which must be easily recycled or composted in compliance with the Reduction of Single-use Items in City Facilities and Operations Policy.
- How will this be measured
- Include opportunities for circularity around reuse, take-back, leasing, rentals, or repairs.
- For IT specific procurements: describe the take back and recycling program for IT equipment/supplies. Identify volumes recycled to date and any innovations/awards in this process.

☐ Energy Efficiency Strategy

The Energy Efficiency Strategy should demonstrate what actions will be taken to:

- Reduce energy consumption and/or increase energy efficiency over the lifetime of products, equipment or services and/or over the planned or expected operating lifetime for purchases that significantly affect energy performance)
- How will this be evaluated and measured

APPENDIX A – RFT PARTICULARS

- For IT specific procurements: list the Eco-labels or EPEAT ratings for all products or list the IT Eco Declaration for all products. List the Safety Data Sheets (SDSs) for all printer supplies (Ink and Toner).

☐ Pollution Reduction Plan

The Pollution Reduction Plan should demonstrate what actions will be taken to:

- Reduce the use of hazardous products (as defined in the Hazardous Products Act, R.S.C. 1985, c. H-3) and how will this be measured
- Describe how the selection of materials supplied or used will be managed to mitigate adverse environmental effects. Information could include but is not limited to: sustainably certified products, (coffee, paper products), optional substitutions to improve environmental impact and use of renewable materials.
- If applicable, what actions will the bidder take to reduce emissions of harmful gasses and airborne substances, such as nitrous oxide (NOx), sulfur oxide (SOx), particulate matter (PM) and volatile organic compounds (VOC) and how this will be measured
- If applicable, do the materials chosen for building materials meet the Level 3 requirements in the Corporate Green Building Standards?

☐ Greenhouse Gas Reduction Strategy

The Greenhouse Gas Reduction Strategy should include strategies to reduce the amount of greenhouse gas emissions generated in the project or manufacturing of product, inclusive of Scope 1 and 2, and Scope 3 greenhouse gas emissions where possible. And how this will be measured.

☒ Indigenous Reconciliation Plan

The Indigenous Reconciliation Plan should include employment opportunities, hiring of Indigenous suppliers and subcontractors, support of Indigenous community initiative and priorities, engagement with the Indigenous local community and integration of cultural contributions into the community or project.

For new suppliers: If your company is not yet set up with the City for payment by Electronic Fund Transfer (EFT), the following documentation will be required:

- a) Vendor Registration (Articles of Incorporation, Sole Proprietorship Registration, Partnership Agreements, etc.);
- b) Canada Revenue Agency Registration (Business Number);

- c) Signed EFT Form, voided cheque or official bank letter for payments (Electronic Funds Transfer set-up); and
- d) Sample Invoice.

The contractor's name on all submittals must match the bidder's account information on the e-bidding system and bid submission.

6.0 SPECIAL TERMS AND CONDITIONS

6.1 City's Tariff Response

The following provisions are in response to United States (US) tariffs on Canadian products and services. Should tariffs be lifted, the City may take such event into account when deciding whether to exercise the right described below.

- a. If the lowest compliant bid is submitted by a US Bidder, and the lowest compliant bid submitted by a Non-US Bidder is within twenty percent (20%) of the price of such US Bidder's bid, the City shall have the right, in its sole discretion, to award the contract to the Non-US Bidder. The City may exercise or decline to exercise this right without liability, cost, or penalty to any bidder or any other person.
- b. For the purposes of the City's Tariff Response:
 - i) **"US Bidder"** means a bidder that:
 - a) is a service provider, supplier, manufacturer, or distributor operating on a permanent basis in the United States; and
 - b) employs more than sixty-five percent (65%) of its full-time employees within the United States on the bid closing date.
 - ii) **"Non-US Bidder"** means a bidder that does not meet the criteria of a US Bidder.
- c. In determining whether a bidder qualifies as a US Bidder or a Non-US Bidder for the purpose of this section, the City may rely on a representation made by the bidder that it meets one of the foregoing definitions

6.2 The Contractor is responsible for obtaining all permits and approvals from all applicable authorities as specified in the bid request. Inspections and associated fees for the purposes of ensuring constructed works meet all necessary requirements of the permit and approval processes are solely the responsibility of the Contractor.

6.3 The value of the warranty reserve may be adjusted and will be based on the value of the Contract Price as set out in the definition of "Warranty Reserve" in the CCDC 2 – 2008 Stipulated Price Contract as amended by the City Amendments. Warranty reserve will be maintained and paid to the Contractor in accordance with GC 5.7 FINAL PAYMENT.

APPENDIX A – RFT PARTICULARS

6.4 City Requirements for Electronic Invoicing

All invoices submitted must be accompanied by an Invoice/Progress Cover Sheet. The form and instructions to complete it can be found at:

<http://www.mississauga.ca/portal/cityhall/accountspayable>

****click on Construction Contractor Invoice Requirements**

In addition to the Cover Sheet, the following information is required when invoicing for construction services:

- Bill to section must use the City's full legal name as follows: The Corporation of the City of Mississauga
- The correct and current City-issued purchase order number or Contract number, if available;
- Clear description, including location, of the services provided;
- Contractor's name must match the name on City contract/purchase order (if not, notify the Contract Manager) and Contractor's GST/HST Registration number;
- GST/HST registration number (if applicable);
- Currency of amount owed, if other than Canadian dollars; and
- Specific information should be set out in accordance with the line item details shown in the Price Schedule (as applicable).

Invoices will only be accepted electronically. The Contractor must submit invoices to:

cityofmississauga_invoicecapture@concursolutions.com.

- The subject line must include the company's name and the invoice number;
- Submit only one invoice per email. Additional information must be scanned in one attachment with invoice and Cover Sheet. Only one attachment is permitted per invoice and it shall not exceed 10 MB;
- Invoices submitted without the required information may be rejected. The payment term will be calculated from the date a valid invoice is received;
- For more information on how to submit an invoice, please refer to our Accounts Payable webpage at:

<http://www.mississauga.ca/portal/cityhall/accountspayable>

- Most file formats are accepted by Concur:
tif/.tiff; .jpeg/.jpg; .png; .pdf (with XFA; with embedded fonts); .doc/.docx; .xls/.xlsx;
.eml (file saved using MS Outlook); winmail.dat; .csv

6.5 Warranty Closeout

APPENDIX A – RFT PARTICULARS

The Contractor must submit a complete list of all capital assets supplied and installed, as required in the contract documents, using the Schedule B – Project Summary and Warranty Contact Information Report (“Warranty Sheet”). The Contractor is responsible for maintaining and updating the Warranty Sheet throughout the construction phase.

The Contractor shall submit a draft Warranty Sheet, in Excel format, to the Owner, no later than four (4) weeks after the construction kick-off meeting. The draft Warranty Sheet must include the following information, if applicable: equipment affected, type of equipment, equipment location, new or repaired status, warranty period, tag #, manufacturer and model number.

The Contractor shall submit a completed Warranty Sheet to the Owner, in Excel format, at substantial performance of the contract, with the other required close-out documents outlined in the contract documents.