



**REQUEST FOR INFORMATION**

**ROOFING**

**CONTRACTOR PRE-QUALIFICATION**

**RFI 18-101**

**ISSUE DATE:** Friday, August 10<sup>th</sup>, 2018

**CLOSING DATE:** Friday, August 24<sup>th</sup>, 2018

**TIME:** 11:00 a.m. (local time)

**LOCATION:** Township of North Dundas  
636 St. Lawrence St., P.O. Box 489  
Winchester, ON K0C 2K0  
Attn: Ms. Meaghan Meerburg

**LATE SUBMISSIONS WILL NOT BE ACCEPTED.**  
**THIS REQUEST FOR INFORMATION IS FOR QUALIFICATION PURPOSES ONLY**



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The Township of North Dundas is committed to providing quality goods and services that are accessible to all persons that we serve. Documents are available in various accessible formats upon request. Individuals are advised to contact the Township Office and the Township will work with the individuals to provide a format that meets their needs. Information is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act and is subject to this act.



## SECTION 1 – INSTRUCTION TO BIDDERS

### 1.1 **FORM OF SUBMISSION**

All submissions must be submitted upon the documents provided, duly completed & signed (where applicable) and must include:

- Sample Agreement to Bond
- Completed Contractor Qualification Statement
- Completed List of References

Submissions must be clearly labelled with the following:

#### **RFI 18-101 – Contractor Pre-Qualification**

Att: Meaghan Meerburg  
Director of Recreation & Culture

Electronically transmitted submissions (facsimile, e-mail, etc.) will be accepted for this Pre-qualification and shall be sent to [mmeerburg@northdundas.com](mailto:mmeerburg@northdundas.com) in a PDF. File.

The Township will not be responsible for any lost documents.

### 1.2 **DEFINITIONS**

<b>Corporation:</b>	Refers to Township of North Dundas
<b>Owner:</b>	Refers to Township of North Dundas
<b>Bidder:</b>	Refers to any eligible entity providing a Submission
<b>Successful Bidder:</b>	Refers, in the event of an award/qualification, to the selected Bidder
<b>Contractor:</b>	Refers, in the event of an award/qualification, to the selected Bidder
<b>Director:</b>	Means the Township of North Dundas or such other person, partnership or Corporation as may be authorized by the Board to act on their behalf in any particular capacity.

### 1.3 **RFI CLOSING**

Pre-qualification submissions must be received by the Township of North Dundas, **636 St. Lawrence Street, Winchester, ON, K0C 2K0 on or before:**

**11:00 am, local time, on Friday, August 24<sup>th</sup>, 2018**



as determined by the time/date stamp clock in the location receiving the bids. Submissions received at 11:01 am or later will be deemed to be late and non-compliant, in which case, the submission will be rejected. The Owner is not responsible for submissions, which are not properly marked and/or delivered to any other location, then that specified herein.

#### **1.4 BID OPENING AND ACKNOWLEDGEMENT OF SUBMISSION RECEIPT**

A public opening will be held promptly at Township of North Dundas located at 636 St. Lawrence St, P.O. Box 489, Winchester commencing:

**11:00 am, local time, on Friday, August 24<sup>th</sup>, 2018**

A formal approval/rejection status notification will be forwarded to all bidders within thirty (30) calendar days of the Pre-qualification closing.

#### **1.5 QUESTIONS, CLARIFICATIONS & ADDENDA**

Should a Bidder find discrepancies or omissions in the Request For Information documents or should there be any doubt as to their meaning, the Bidder shall inquire. Inquiries concerning this Pre-qualification in its entirety, must be received no later than 2:00 pm, FIVE (5) business days prior to closing; otherwise a response may not be provided. Should a correction, explanation, or interpretation be necessary, a written addendum will be issued and posted on the Township of North Dundas website at [www.northdundas.com](http://www.northdundas.com). Any addenda issued during the tender period, shall form a part of these tender documents.

**All inquiries and clarification shall be directed to:**

**Meaghan Meerburg**  
Director of Recreation & Culture  
Township of North Dundas  
636 St. Lawrence St.  
Winchester, ON. K0C 2K0  
Ph: 613-774-2105 ext. 236  
Email: [mmeerburg@northdundas.com](mailto:mmeerburg@northdundas.com)

#### **1.6 WITHDRAWAL OR ALTERATION OF PRE-QUALIFICATIONS**

A Bidder who has submitted a Pre-qualification may submit a further Pre-qualification at any time up to the specified time and date for Pre-qualification closing. The last Pre-qualification received shall supersede and invalidate all Pre-qualifications previously submitted by that Bidder for this contract.

A Bidder may withdraw or alter the Pre-qualification at any time up to the specified time and date for Pre-qualification closing by submitting a letter bearing the



Bidder's signature to the authorized representative who will mark thereon the time and date of receipt and will place the letter in the Pre-qualification box. The Bidder's name and RFI number shall be shown on the envelope or in the subject line of the electronically transmitted submission containing such submittal. Pre-qualifications withdrawn under this procedure cannot be reinstated.

### **1.7 EXAMINATION OF PRE-QUALIFICATION DOCUMENTS**

Each Bidder must satisfy himself/herself by a personal study of the Pre-qualification documents. There will be no consideration of any claim, after submission of Pre-qualifications, that there is a misunderstanding with respect to the conditions imposed by this REQUEST FOR INFORMATION.

### **1.8 COMPLETION OF THE PRE-QUALIFICATION**

The Form of Pre-qualification and other relevant documents, must be completed. All entries shall be clear, legible and made in a non-erasable medium. All items shall be submitted according to instructions contained within the Pre-qualification Documents.

### **1.9 ACCEPTANCE OR REJECTION OF PRE-QUALIFICATION**

1.9.1 The Owner reserves the right to reject any or all Pre-qualifications and to waive formalities as the interests of the Owner may require without stating reasons therefore.

Notwithstanding and without restricting the generality of the statement immediately above, the Owner shall not be required to accept a Pre-qualification, or recall the Pre-qualifications at a later date:

- a) When only one (1) Pre-qualification has been received as result of the Pre-qualification call.
- b) When all Pre-qualifications received fail to comply with the Pre-qualification requirements.
- c) The acceptance of a Pre-qualification will be contingent upon an acceptable record of ability, experience and previous performance.
- d) Pre-qualifications which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected.
- e) Late submission (closing time shall be determined by the Township of North Dundas bid time clock)
- f) Submission not completed in ink or by non-erasable medium
- g) Contractor's Qualification Statement documents provided not signed
- h) Contractor's Qualification Statement documents provided not used



- 1.9.2 The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or the non-acceptance by the Owner of any Pre-qualification or by reason of any delay in the acceptance of a Pre-qualification except as provided in the Pre-qualification document.
- 1.9.3 Each Pre-qualification shall be open for acceptance by the Owner for a period of sixty (60) months following the date of Closing.

#### **1.10 PRE-QUALIFICATION AWARD PROCEDURES**

Unless stated otherwise the following procedures will apply:

- 1.10.1 The Owner will notify the successful Bidder that his/her Pre-qualification has been accepted, within thirty (30) calendar days of the Pre-qualification closing.
- 1.10.2 Notice of acceptance/rejection of Pre-qualification will be by telephone and/or by written notice.
- 1.10.3 Immediately after acceptance of the Pre-qualification by the Owner, the successful Bidder shall provide the Owner with any required documents within fourteen (14) calendar days of the date of notification of acceptance.

#### **1.11 INDEMNIFICATION AND HOLD HARMLESS**

The contractor shall indemnify and save harmless the Township of the Township of North Dundas, their officers and employees from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the contractor, their agents, officers, employees or other persons for whom the contractor is legally responsible.

#### **1.12 DAMAGE CLAIMS**

The contractor shall be responsible for all damages caused by them or their employees, agent or any workmen employed by them, or under their control, or arising from the execution of the work, or by reason of the existence or location or condition of work or any materials, plant or machinery used thereon or therein or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the contract, and agrees to hold the Township safe and harmless from any such claims by third parties, including any legal costs incurred by the Township in connection therewith on a solicitor/client basis.



**1.13 ABILITY AND EXPERIENCE OF BIDDER**

It is not the purpose of Township of North Dundas to pre-qualify any Bidder who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and plant resources to ensure acceptable performance and completion of the Pre-qualification.

**1.14 CHARACTER AND EMPLOYMENT OF WORKERS**

The successful Bidder shall employ only orderly, competent and skilful workers to ensure that the works are carried out in a respectable manner.

In the event that any person employed by the successful Bidder in connection with future work arising out of this Pre-qualification gives, in the opinion of the Owner just cause for complaint, the successful Bidder, upon notification by the Owner in writing, shall not permit such person to continue in any future work arising out of this pre-qualification.

The Contractor's personnel shall be required to be neat, polite, courteous and sober at all times, and shall perform their duties in a manner which shall present a high level of public relations for the contractor and the Township.

**1.15 BIDDER EXPENSE**

Any expenses incurred by the Bidder in the preparation of the Pre-qualification submission are entirely the responsibility of the Bidder and will not be charged to the Owner.

**1.16 REGULATION COMPLIANCE AND LEGISLATION**

The successful Bidder shall ensure all future services and products provided in respect to this Pre-qualification are in accordance with local building codes and under the authorization of all applicable authorities, Municipal, Provincial and Federal legislation. The Successful Bidder shall acquire, at their cost, all necessary permits and licenses for the purpose of project.

**1.17 ASSIGNMENT OF CONTRACT**

The successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this Pre-qualification or his/her right, title or interest therein, or his/her power to execute future work, to any other person, company or corporation, without the previous consent, in writing, of the Owner's officials.

**1.18 CANCELLATION**

1.18.1 The Owner reserves the right to immediately terminate the Pre-Qualification at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.



1.18.2 In the event that the Successful Bidder fails to comply with any of the terms and conditions set forth in the signed contract agreement, the Successful Bidder will be notified in writing and will be given three (3) days to comply with the violated sections. At the expiration of the stated period of time, if the Successful Bidder has not complied to the satisfaction of the Owner, the contract can be terminated. Any termination of the contract by the Owner shall be without prejudice to any other rights or remedies the Owner may have.

The Owner shall have exclusive option of terminating the contract, immediately, at any time for any fraud or dishonesty on the part of any officer, employee, or agent, of the Successful Bidder.

1.18.3 Either party may terminate the Pre-qualification by giving the other party sixty (60) calendar day's written notice, giving reasons acceptable to the other. A period of less than sixty (60) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved.

1.18.4 Failure to maintain the required documentation during the term of this pre-qualification may result in suspension of the work activities and/or cancellation of the contract.

## 1.19 **GOVERNING LAWS**

This Pre-qualification and subsequent contract/agreements will be interpreted and governed by the laws of the Province of Ontario.

## 1.20 **FREEDOM OF INFORMATION**

The Township is subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. As a result, the Township cannot guarantee that any information forwarded to the Township can be held in confidence. Bidders must identify, in their submission, any information which they feel is confidential and which should remain confidential. Bidders must specify their reasons and those sections of the Act which support the confidentiality. Confidential information must be included in a separate section of the submission. This will facilitate the ability to make other parts of the submission available to the public. In all circumstances, the provisions of the Municipal Freedom of Information and Protection of Privacy Act will prevail.





## **SECTION 2 – SPECIFIC CONDITIONS**

### **2.1 AGREEMENT TO BOND**

The Bidder must submit proof of Performance Surety in the form of a certified letter from the contractors bonding company stating they are entitled to apply and could provide the bonds for Performance, Labour and Materials Bonds of a minimum quantity of five hundred thousand (\$500,000.00).

### **2.2 PERFORMANCE SURETY**

The Successful Bidder(s) shall be required for future projects to provide and assume all costs for provision of Performance Surety, prior to the execution of a contract. Such surety shall be in the amount of:

**FIFTY PERCENT (50%)**

of the total bid amount and be in the form of an Irrevocable Letter of Credit or a Performance Bond from a Surety Company authorized by law to carry out business in the Province of Ontario and acceptable to the Owner.

### **2.3 LABOUR AND MATERIALS BOND**

The Successful Bidder(s) shall be required to provide and assume all costs for provision of a labour and materials bond, prior to the execution of a contract. Such bond shall be in the amount of:

**FIFTY PERCENT (50%)**

of the total bid amount and be in the form of an Irrevocable Letter of Credit or a Labour and Materials Bond from a Surety Company authorized by law to carry out business in the Province of Ontario and acceptable to the Corporation.

The Corporation will access funds from the labour and materials bond/letter of credit if all payments have not been paid to each claimant as necessary.

### **2.4 GUARANTEE AND WARRANTY**

The Contractor guarantees and warrants that with ordinary wear and tear that all work shall, until the end of the 24 month period of maintenance, remain in such condition as will meet with the approval of the Owner, and that the Contractor will be responsible for expeditious rectification in a manner satisfactory to the Owner, and for the cost thereof, of any imperfect work due to or arising from materials, equipment or plant incorporated into or used in the construction, that is discovered by any means at any time prior to the issuance of the Final Certificate.



The Owner shall decide as to the nature, extent, cause of, and responsibility for imperfect work and the necessity for and the method of rectification thereof. The Contractor will rectify imperfect work expeditiously and in accordance with the time preset or as directed by the Owner's representative.

## 2.5 **INSURANCE**

The Successful Bidder shall, at their own expense, within 10 days of notification of project acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Township with evidence of:

### 2.5.1 **COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / aggregate for any negligent acts or omissions relating to their obligations under this agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; **failure to perform**; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

Such insurance shall add the Township of North Dundas as Additional Insured with respect to the operations of the Successful Bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

Any property damage deductible, in accordance with the General Conditions of a contract specification, shall be the responsibility of the Contractor.

Contractors are hereby specifically notified that any loss or damage to the work caused by the action of the elements including rain storms, wind storms, floods, etc., shall be sustained and borne by the Contractor at his/her own expense. Any material and additional work required to make good any loss or damage to work previously completed shall be borne at the cost of the Contractor and no claims for extra payment will be considered.



### 2.5.2 **VEHICLE LIABILITY INSURANCE**

The Successful Bidder shall, throughout the term of the Contract, obtain and maintain in force, vehicle liability insurance (for all licensed vehicles & equipment) in a combined amount of not less than **Two Million Dollars (\$2,000,000.00)**, per occurrence, against claims for bodily injury and/or property damage including claims against the Successful Bidder under any hold harmless or indemnity provisions of the Contract in respect of motor vehicles owned or leased by the Successful Bidder which are required by law to be licensed.

Any deductible shall be subject to approval by the Township and cannot for any of the above-referenced insurance exceed \$10,000. It is further agreed that all deductibles shall be the sole responsibility of the Successful Bidder.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

### 2.6 **WORKPLACE SAFETY & INSURANCE BOARD**

The Successful Bidder must obtain and forward to the Owner, a letter of clearance from the Workplace Safety and Insurance Board stating that he/she is in good standing with the Board. The clearance certificate's validity period is up to 90 days and new clearance is automatically generated 4 times per year (May 20, August 20, November 20, and February 20) for contractors in good standing with the Workplace Safety and Insurance Board.

Work will not be authorized to begin until this document is received by the Owner.

### 2.7 **HEALTH AND SAFETY**

The Successful Bidder, upon request, will provide the Owner(s), **prior** to commencement of work, with a written copy of the **Health and Safety Policy** for their firm along with **Health and Safety procedure(s)** relevant to the work to be performed.

The contractor shall comply with Provincial and local statutes; in particular the Occupational Health & Safety Act and Regulations. Contractors shall use a regular system of safety inspections to detect and correct hazardous conditions, safety violations, and unsafe work practices. In addition to regularly scheduled



inspections, supervisors/foreman shall conduct continuous worksite surveillance taking immediate action to rectify any observed unsafe conditions or actions.

## **2.8 PRE-QUALIFICATION SELECTION CRITERIA**

The acceptance of a Pre-qualification will be contingent upon, however not limited to, the following considerations:

- Ability to meet or exceed all specifications and requirements;
- Ability and Experience;
- Compliance with Pre-qualification process;



## **CONTRACTOR'S QUALIFICATION STATEMENT**

### **General Information:**

Company Name	
Respondent's Main Contact Individual	
Address	
Principal Office Location	
Office Phone #	
Toll Free #	
Cellular #	
Fax #	
E-mail Address	
Website	
HST Account #	

### **Type of Work:**

Roofing <b>(required)</b>	X
Metal Wall Cladding <b>(required)</b>	X



**Organization:**

Please provide the following information concerning your organization:

Type of Entity (Corporation, Partnership, Individual, Other)	
Name of Principal, Owners or Partners	
Years of Service	
Name & Position with Organization	
Number of years this organization has been in business	
Have members of this organization operated under former names/businesses? Yes or No. If "yes," list name, type of entity and names of principal, owners or partners.	

**Experience:**

Please list the number of Ontario Government flat roof projects your firm has constructed which were subject to the Owner Guidelines and other regulatory agency construction requirements

Type	Number
New Construction	
Renovations	

**Insurance and Bonds:**

Please list name of current insurance provider and number of projects insured by provider	
Please list name of bonding companies/agents utilized for projects constructed during the last five years	

**Ontario Industrial Roofing Contractors Association:**

Proof of Membership	
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**Claims and Suits:**

	<b>Yes</b>	<b>No</b>
Has your organization ever failed to complete any construction work it has been awarded? (If the answer is yes, please describe in full in an attachment.)		
Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please describe in full in an attachment.)		
Has there been in the last ten years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors or affiliates constructed? (If the answer is yes, please describe in full in an attachment.)		
Is there any potential claim, demand, litigation, arbitration, investigation, governmental proceeding or regulatory proceeding involving your firm, or its principals, predecessors or affiliates? (If the answer is yes, please describe in full in an attachment.)		
In addition to the litigation, arbitration, investigation or governmental or regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation or governmental or regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? (If the answer is yes, please describe in full in an attachment.)		

**Bankruptcy:**

	<b>Yes</b>	<b>No</b>
Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under the federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors or affiliates? If so, please identify the proceedings, the court or governmental body and the date such jurisdiction was assumed in an attachment.		



**Change Order History:**

<p>Describe each instance within the last five (5) years where change orders applied for during construction amounted in the aggregate to more than five percent (5%) of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent (5%).</p>	
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

The undersigned certified under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Name (Printed): \_\_\_\_\_

Position Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**References:** Please list below a minimum of three (3) Trade References:

<b>1.</b>	
<b>2.</b>	
<b>3.</b>	





**ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA**

This will acknowledge receipt of the following addenda and that the pricing quoted includes the provision set out in such addendum(s)

<b><u>ADDENDUM #</u></b>	<b><u>DATE RECEIVED</u></b>
# _____	_____
# _____	_____
# _____	_____

Check here if NO Addenda received.

\_\_\_\_\_  
**RESPONDENT**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

END OF SECTION

The undersigned affirms that he/she is duly authorized to execute this Contractor Pre-qualification.

BIDDER'S NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

BIDDER'S SIGNATURE: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_.



## APPENDIX A — REFERENCE PROJECTS LIST

Please list a minimum of five (5) major roofing projects your organization has performed in the last five (5) years, within a radius of one hundred (100) miles from Winchester Ontario, providing the name of project, owner, location, contract amount, bonding company, insurance carrier, and completion date.

*PLEASE BE ADVISED THAT YOUR REFERENCES WILL BE CONTACTED.*

### **Reference 1:**

Name of project: \_\_\_\_\_

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Contract amount: \_\_\_\_\_ Completion amount: \_\_\_\_\_

Bonding company: \_\_\_\_\_

Insurance: \_\_\_\_\_

Completion date: \_\_\_\_\_

### **Reference 2:**

Name of project: \_\_\_\_\_

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Contract amount: \_\_\_\_\_ Completion amount: \_\_\_\_\_

Bonding company: \_\_\_\_\_

Insurance: \_\_\_\_\_

Completion date: \_\_\_\_\_



**Reference 3:**

Name of project: \_\_\_\_\_

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Contract amount: \_\_\_\_\_ Completion amount: \_\_\_\_\_

Bonding company: \_\_\_\_\_

Insurance: \_\_\_\_\_

Completion date: \_\_\_\_\_

**Reference 4:**

Name of project: \_\_\_\_\_

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Contract amount: \_\_\_\_\_ Completion amount: \_\_\_\_\_

Bonding company: \_\_\_\_\_

Insurance: \_\_\_\_\_

Completion date: \_\_\_\_\_



**Reference 5:**

Name of project: \_\_\_\_\_

Owner: \_\_\_\_\_

Location: \_\_\_\_\_

Contract amount: \_\_\_\_\_ Completion amount: \_\_\_\_\_

Bonding company: \_\_\_\_\_

Insurance: \_\_\_\_\_

Completion date: \_\_\_\_\_

END OF REFERENCE LIST