



REQUEST FOR QUOTATION

KITCHEN EXTERIOR REMEDIATION - FIRE STATION 66

RFQ No.24419-90900-Q01

Requirement

To provide all labour, equipment and materials for the kitchen exterior remediation at Fire Station No.66 located at 3285 Dunrobin Road, Ottawa, Ontario.

Period of Contract

The period of contract shall commence on 01 May 2019 and shall achieve substantial performance on 30 June 2019.

The successful bidder shall complete the work no later than 15 July 2019.

Liquidated Damages

If all above work is no completed on or before 30 June 2019 the successful contractor shall accept liquidated damages in the amount of \$99.92 per working day for administration costs incurred by the City until the above work is completed to the City's satisfaction.

Closing Date

Quotations must be submitted no later than 3:00:00 PM local time (EST) on 14 February 2019

Site Meeting

Bidders are strongly encouraged to attend a site meeting which will be held on 31 January 2019 at 2:30 pm. Bidders should assemble at the main entrance of 3285 Dunrobin Road, Ottawa, Ontario.

Bid Submission

Bidders must submit their bids electronically through the MERX online system to the Contracting Authority noted below. Any inquiries prior to the Closing Date shall be directed to the Contracting Authority only.

Contracting Authority – Lisa Rochon
City of Ottawa, Supply Services
100 Constellation Drive, 4th Floor, West Tower
Ottawa, Ontario K2G 6J8
Phone: 613-580-2424 ext. 25110
Email: lisa.rochon@ottawa.ca

The MERX online system is the official and sole distributor of this Request for Quotation (RFQ) and any issued addenda. The MERX online system is also the official and sole bid submission platform.

This RFQ document contains the detailed specifications and contract terms. Actual prices and any proposed prompt payment discount rate shall be entered directly into the online system. Detailed pricing and discount conditions are contained in this RFQ document.

Should there be a discrepancy between the wording contained in this RFQ and any issued addenda and the wording contained in the MERX Notice, the wording contained in this RFQ and any issued addenda shall prevail.

Basis of Award

The City intends to award a contract to the lowest responsive bidder based on the TOTAL PRICE (Price Schedule “A”), minus any prompt payment discount offered.

Acceptance of a quotation will be conveyed by the issuance of a Purchase Order to the lowest responsive bidder.

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The City reserves the right to accept or reject any or all quotations should it be deemed in the best interest of the City. Should only one quotation be received, the City reserves the right to reject it at its sole and absolute discretion.

The City may, at its sole discretion, conduct due diligence in order to review the certainty, reasonableness and comprehensiveness of a bid and may seek clarification or supplemental information from a bidder. Failure to provide the requested clarification or supplemental information may be considered sufficient grounds for rejecting a bid.

As the project funding is pending Council's 2019 budget approvals, the award will be subject to funding being approved by Council.

Price Schedule(s)

Pricing information should be entered through the MERX electronic bid submission platform.

Prices must be quoted in Canadian funds and must include all excise taxes, duty, custom clearances and all other charges in effect up to the Closing Date.

Harmonized Sales Tax (HST) shall be extra to all prices quoted.

Prior to contract award, the successful bidder shall submit a detailed breakdown of the Total Price.

If applicable, in the event of any discrepancy between the unit price and the extension, the unit price shall govern.

Payment Terms and Prompt Payment Discount

In the absence of a prompt payment discount, the City will pay all invoices on a Net 30 basis meaning payments will be made by the City within thirty (30) calendar days of receipt and acceptance of the invoice, or the receipt and acceptance of the goods or services, whichever is later.

Proponents are encouraged to offer a cash discount for prompt payment which WILL be taken into consideration in the award of contract provided that the minimum number of

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calendar days for payment is fifteen (15). Should a prompt payment discount be offered that is not in accordance with this condition, the discount will not be taken into consideration in the award of contract however the discount may be claimed by the City in return for processing payment within the stated time frame.

Where prompt payment terms are offered, the following conditions apply:

- The discount must be included in the contract and shown on the vendor's invoice;
- The invoice must be submitted electronically to the email address specified on the purchase order in one of the following document formats:
 - i) TIFF (Black and White and minimum 300 DPI resolution);
 - ii) PDF (PDF v. 1.7 or lower, Black and White, minimum 300 DPI resolution).
- The invoice must be received by the City on the invoice date. The prompt payment period shall commence on the date the City receives the invoice.
- The vendor must register to receive payment by direct deposit. Information regarding how to register is available at the following link:

<http://ottawa.ca/en/business/doing-business-city/accounts-payable>
- The City may require that the amount of the discount be honoured by the vendor should it be found that any of the above-noted conditions were not met.

The Proponent hereby offers a prompt payment discount of _____% if payment is made within _____calendar days following receipt and acceptance by the City of an invoice, or receipt and acceptance of the goods or services, whichever date is later, in the sole opinion of the City.

General Terms and Conditions

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The City's General Terms and Conditions are incorporated by reference into this RFQ. By submitting a quotation, bidders confirm that they have read the City's General Terms and Conditions and agree to be bound by them in any resulting contract.

A copy of the [General Terms and Conditions](#) is available on the Purchasing Page on Ottawa.ca.

Special Provisions

Any Special Provisions applicable to this RFQ are set out in the attached Schedule "A".

Should there be a discrepancy between the wording of the Special Provisions, the General Terms and Conditions or the Specifications, the wording of the Special Provisions shall prevail.

Specifications

The specifications of the requirements under this RFQ are set out in the attached Schedule "B".

Collusion

Bidders shall not engage in collusion of any sort and shall prepare their quotations without any knowledge of, or comparisons with, the quotations of other bidders.

Conflict of Interest

Bidders are required to disclose to the City any potential conflict of interest prior to submitting a quotation. If a conflict of interest does exist the City may, at its sole discretion, reject a quotation until the matter is resolved to the satisfaction of the City.

Municipal Freedom of Information and Protection of Privacy Act

The City is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) with respect to, and the protection of, information under its custody and control. Accordingly, all documents provided to the City by a bidder pursuant to this RFQ may be available to the public unless the party submitting the information requests that it be treated as confidential. Please note however that all information is subject to



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MFIPPA and may be subject to release under MFIPPA notwithstanding a bidder's request to keep information confidential.

SCHEDULE "A"

SPECIAL PROVISIONS

1. Insurance

The Contractor shall provide and maintain, at its sole expense, during the term of the contract, the following policies of insurance:

Commercial General Liability insurance issued on an occurrence basis for an amount of not less than **\$5,000,000** per occurrence for all sums which the Contractor shall become obligated to pay by reason of liability imposed by law upon the Contractor for damages arising out of or in connection with all operations of the Contractor, its agents, officers, employees or other persons for whom the Contractor is legally responsible relating to their obligations with the project. Such insurance shall include, but is not limited to, bodily injury, death and property damage including loss of use: premises, property and operations liability; products and broad form completed operations liability; blanket contractual liability; cross liability; severability of interest clause; contingent employers liability; personal injury liability; owner's and contractor's protective coverage; non-owned automobile liability; broad form property damage; occurrence property damage; employees as additional Insured & medical payments.

Such insurance shall be in the name of the Contractor and shall name the **City of Ottawa, CM3 Environmental, Cleland Jardine Engineering Ltd.**, its elected officials, agents, officers and employees as additional Insured with respect to the Contract. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available and shall contain a waiver of subrogation in favour of the City of Ottawa.

The deductible shall not exceed \$5,000 and shall be the sole responsibility of the Contractor.

Broad Form Contractors' Equipment insurance coverage for construction machinery and equipment used by the Contractor for the performance of the Work, unless contractor is self-insured in this regard.

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Installation Floater Insurance covering materials (including labour) and supplies being intended for installation in connection with the work while such materials and supplies are in transit and during the work.

Automobile Liability insurance with respect to owned or leased licensed vehicles used directly or indirectly in the performance of the Work covering liability for bodily injury, death and property damage including loss of use with a limit of not less than **\$5,000,000** inclusive for each and every loss.

All the above insurance policies shall contain an endorsement to provide the City of Ottawa with thirty (30) Days prior written notice of cancellation.

Failure of a Bidder to provide the insurance requirements within seven (7) Days of being requested to do so may be considered sufficient grounds for rejecting the Bid.

Evidence of insurance satisfactory to the City shall be provided upon the anniversary date(s) of all applicable insurance policies described herein.

2. Payment

The City will make payments to the successful bidder in accordance with the *Construction Lien Act* (Ontario).

3. Approximate Quantities

Where approximate or estimated quantities are indicated in the RFQ document, it is for the sole purpose of comparing quotations only. While these quantities have been carefully prepared in light of past experience and anticipated future requirements, the City is not bound to accept these quantities.

4. Contractor Health and Safety

The successful bidder must provide a current copy of its Workplace Injury Summary Report (WISR) as provided by the Ontario Workplace Safety and Insurance Board.

The City will review the WISR and assess the overall health and safety rating of the bidder. Bidders whose rating indicates an increased risk to the City will be required to provide further information regarding the bidder's health and safety programs and practices currently in place.

Failure of a bidder to provide its WISR within seven (7) working days after being requested to do so may be considered sufficient grounds for rejecting the bid.

5. Permits

The successful bidder is responsible for all utility clearances, permits and inspections applicable to the performance of the work at no cost to the City.

6. Warranty

The bidder represents and warrants that the work will be of a proper quality, free from any defect in manufacture, material and workmanship. Notwithstanding prior acceptance of the work by the City, the successful bidder shall replace or repair, at its option and its own expense, any work which becomes defective or which fails to conform to the requirements set out in this RFQ as a result of faulty manufacture, material or workmanship. The warranty period shall commence on the date of SUBSTANTIAL PERFORMANCE of the contract and shall extend for one (1) year or the length of the successful bidder's or manufacturer's standard warranty period, whichever is longer.

7. Qualifications and Experience

The City reserves the right to request bidders to demonstrate past satisfactory performance in the construction of works that are similar in magnitude and complexity to the project described herein. If requested, bidders shall provide the information within twenty-four (24) hours of the request. Failure to provide the information or satisfactorily demonstrate the requirements are met may be considered sufficient grounds for rejecting the bid.

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SCHEDULE "B"

SPECIFICATIONS

- See attached specifications as prepared by Cleland Engineering Limited.
- See attached Project Specific Designated Substance Report as prepared by CM Environmental
- Drawings S100, S200, S201. S202 and S203



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Price Schedule A

Price Schedule A

Item Number	Description	Quantity	Unit	Total
1	To provide all labour, equipment and materials for the kitchen exterior remediation at Fire Station 66	1	Lump Sum	\$
TOTAL PRICE SCHEDULE "A" (EXCLUDING HST)				\$