



THE CORPORATION OF THE CITY OF BURLINGTON

REQUEST FOR QUOTATION

**Discovery Landing (Spencer's) Office Space
1340 Lakeshore Road, Burlington ON**

Date issue: **May 3, 2024**

BIDS, clearly marked as to contents, will be received, on or before: **May 24, 2024 at 2:00pm**

Email to:

**The Corporation of the City of Burlington
Colinmetham@burlington.ca**

Discovery Landing (Spencer's) Office Space

1. City Representative

The person listed below shall be the "City Representative" for this RFQ. Please send all communication relating to this RFQ via email to:

Name: Colin Metham

Department: Facilities & Buildings, Environment, Infrastructure & Community Service

Email: colin.metham@burlington.ca

Phone: 289-962-7840

2. You are invited to submit a Bid for the services/products listed below and/or in accordance with any specifications attached.
3. The City may accept or reject any bids, in whole or in part. The City is not obligated to accept the lowest bid.
4. Bids will be called, received, evaluated, accepted, and processed according to the City's [Procurement By-law](#) and related procedures. By submitting a bid, the bidder agrees to be bound by such by-law, as amended from time to time and such related procedures.
5. All information that is supplied to the City in this Request for Quotation will become the property of the City and will be subject to the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario). The names of bidders and total price of all bids may be disclosed. Unit pricing will not be disclosed. Disclosure of any other information contained in this Request for Quotation will be made in accordance with the *Act*.
6. No officer, employee or agent of the City is authorized to orally alter any portion of this Request for Quotation.
7. If a bidder requires any clarifications regarding this Request for Quotation, then the bidder should contact the City Representative listed below prior to submitting its bid. Any such clarifications will not in any way alter this Request for Quotation unless issued in writing via an addendum.
8. If any alterations to this Request for Quotation are required, then the City will issue a written addendum to the bidders prior to the closing deadline specified below.
9. Failure to comply with the following bid terms and conditions will result in a non-compliant bid:
 - a. Bids should be received by the City prior to the closing deadline specified below. Bids that are received after the closing deadline specified below may not be considered and, if submitted in hardcopy, will be returned to the bidder unopened.
 - b. Bids must be received by the City via email. Bids must be addressed to the attention of the City Representative listed below.
 - c. Bids must be submitted on the unaltered Bid Form (pages **Error! Bookmark not defined.** to 8) as supplied by the City, unless otherwise permitted. Submissions must include pages **Error! Bookmark not defined.** to 8 and any additional information if requested on the Bid Form.

INSTRUCTIONS TO BIDDERS

- d. Bids must not be restricted by a statement added to the form, by a covering letter or by alterations to the Bid Form, unless otherwise permitted.
 - e. Bids must be signed by an authorized signing officer of the bidder.
 - f. Bids must be legible and must be written in ink or typewritten.
 - g. Bidders should acknowledge receipt of all Addendum / Addenda by inserting in the space provided on the Bid Submission Form, the numbers of all Addendum / Addenda received during the bidding period.
 - h. All erasures, over-writing or strikeouts on the form should be initialled by an authorized signing officer of the bidder.
10. Bids should not contain any deficiencies, omissions or irregularities.
 11. Equivalentents may be considered. If a bidder is submitting an equivalent service or product, then the bidder should describe the equivalent service or product and provide evidence of its equivalency. The City will determine whether any equivalentents are acceptable to it.
 12. The City Representative listed below will send the successful bidder an email or fax transmission of the award of the bid.
 13. The City may award by item (or part thereof), category of items (or parts thereof), or all items of this Request for Quotation. The City may waive deficiencies, omissions, irregularities, if in so doing, the best interests of the City would be served, and no liability will accrue to the City for its decision in this regard.
 14. Payment of invoice(s) may be made by the Corporate Visa Card.

GENERAL DESCRIPTION

The work to be completed under this contract is to include the supply of all materials, equipment, labour, tools, incidentals, fees or any other associated costs to complete the work as specified in this quotation. The work includes, but is not necessarily limited to, the following:

- Build walls to create new staff office space in lower lobby of Discovery Centre as per drawings and specifications.
- Supply and install new hollow metal door and all associated hardware including automatic door operator with 36” actuator buttons.
- Walls, door and frame paint colour TBD.
- Mechanical as per drawings and specifications.
- Electrical as per drawings and specifications.

DRAWINGS

- A-0.1
- A-1.1
- A-1.3
- A-1.4
- D-M201
- M201
- E100
- E200
- APPENDIX A

The Building Permit will be provided by the City.

It is the bidder’s responsibility to understand the scope of work. Any requests for clarification of the scope of work must be reported immediately to the City Representative. Any item not specifically mentioned in the specifications or addressed by an addendum, but implied or required to perform the services or to deliver the products will be considered to be included in the total bid price.

OPERATION CONSTRAINTS

The Discovery Centre will be open to the public from 9am to 10pm daily throughout the duration of the project. As such, the following will need to be considered:

- * The work area will need to be barricaded off to prevent pedestrian access with pylons with caution tape or rigid bar.
- * Tools and material will need to be kept within the barricaded work area.
- * Ensure surrounding area is kept clear of tools and debris at all times and area is left clean at the end of each day.
- * Include costs for parking.
- * Construction debris will need to be removed daily as a disposal bin is not permitted and there is no onsite bin.

FORM OF OFFER

Bid Description: Discovery Landing (Spencer's) Office Space
Closing Date: May 24, 2024 at 2:00pm

SUBMITTED TO: THE CORPORATION OF THE CITY OF BURLINGTON (the "City")

1. I/We the undersigned have read and understand this Bid document, and herewith agree to perform the work required in accordance with the Bid document, at the price(s) detailed in the Pricing Schedule.
2. I/We have read and understand this Bid Solicitation document, and agree to perform the Work required in accordance with this Bid Solicitation document and my/our Bid at the price(s) detailed in my/our Bid.
3. I/We acknowledge that we have received addenda numbered ____ to ____ inclusive, and the prices submitted include the provisions set out in such addenda.
4. The person named in this Form of Offer is authorized to sign and electronically submit this Bid.
5. I/We meet all mandatory requirements of the Bid Solicitation document.
6. All prices provided in my/our Bid will remain fixed and firm for the duration of the work.
7. All prices provided in my/our Bid are in Canadian funds and include all charges of every kind attributable to the Work. Harmonized Sales Tax will be extra as indicated.
8. To the best of my/our knowledge and belief:
 - a) the information provided in my/our Bid is correct; and
 - b) my/our Bid is made without any comparison of figures or arrangement with any other individual, corporation or person submitting a Bid for the same Work and is in all respects fair and without collusion or fraud.
9. I/We comply with the City's Procurement By-law as well as all other applicable provincial and federal laws and municipal by-laws.
10. All staff that form part of my/our team for the Work included in the Bid Solicitation document, including all subcontractors, have undergone accessibility awareness training in accordance with the Accessibility for Ontarians With Disabilities Act, 2005, S. O. 2005, c.11, Integrated Accessibility Standards O.Reg 191/11 requirements. I/We indemnify the City from and against any cost, expenses, fines, penalties, damages or losses that the City incurs or suffers as a result of my/our failure to comply with the Act.
11. I/We agree and understand that the recommendation to award the Work may be subject to the approval from the City Council as well as availability of funds.
12. I / We agree that completion of this form confirms acceptance of the City of Burlington's Standard Terms and Conditions. Bidders who impose restrictions on their bid using a qualifying statement risk having their bid rejected.



FORM OF OFFER

Signed and Submitted for and on behalf of:

Company Name _____

Address _____

Street City Province Postal Code

Signature of Authorized Signing Officer

X _____

 Print Name, Title

()

Telephone Number

 Date

()

Fax Number

 Email Address

 HST Business Number

 Payment Discount (E.G. 2%-10 Days, Net 30)

Subject to Work that is governed by the provisions of the Construction Act, the City will pay acceptable invoices upon completion of the work, within thirty (30) calendar days of the City's receipt of such invoice if the work has been performed to the satisfaction of the City.

PRICING SCHEDULE

The Bidder hereby bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. The Total Bid amount shall include all costs incurred, including disbursements, freight, duty, and taxes.

FOB POINT: Goods must be shipped FOB Destination prepaid to City of Burlington

Item Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
Construct office walls including door as per Arch, Mech & Electrical drawings.	1	Lump Sum	\$	\$
Automatic door operator and associated hardware*	1	Lump Sum	\$	\$
HST – 13%			\$	\$
TOTAL			\$	\$

Will your company accept a Visa Card as payment, either by telephone or in person?

YES NO

NOTE: Vendors who accept payment by Visa cannot charge a percentage of the sale over and above the quoted price.

* The door operator may be removed from the scope if it is not a building code requirement.

Project Lead

Provide the contact person(s) details for your Project Lead on this RFQ.

<u>Contact Person's Name</u>	<u>Contact Person's E-mail</u>	<u>Contact Person's Phone Number</u>

Key Personnel

Bidders will enter the information requested below for each staff member assigned to the Work, adding lines as necessary.

<u>Line Item</u>	<u>Full Name</u>	<u>Role / tasks to be performed</u>	<u>Hourly Rate</u>	<u>Number of Hours Dedicated to this Project</u>
1				
2				
3				

List of Subcontractors

Provide a list of all subcontractors and sub-consultants you will be using to undertake the Work. Subcontractors or sub-consultants may not be changed without the City’s written permission.

By clicking here I/we confirm that there are no Subcontractor(s) and we shall perform entire Work with their “OWN FORCES”.

<u>Company Name of the Subcontractor</u>	<u>Contact Person</u>	<u>Area of Expertise</u>	<u>Hourly Rate</u>	<u>Number of Hours Assigned</u>

Bidders will also supply a Gantt chart indicating the timeline for the work.

By clicking here I/we confirm that we have included our Gantt Chart with our submission.

Date of Earliest Commencement of Work upon award _____

Work will commence as soon as possible following date of award, and in any event shall be completed by _____.

1. DEFINITIONS

“City” means The Corporation of the City of Burlington.

“Bidder” means the person, firm or corporation submitting a bid to the City.

“Vendor” means the person, firm or corporation to whom the City has awarded this bid pursuant to this Request for Quotation.

“Subcontractor” means the person, firm or corporation having a contract with the vendor for any part of the work.

“Request for Quotation” means this request for quotation, any addenda, and any specifications attached hereto.

“Work” means all labour, materials, equipment, fixtures, services, supplies, and acts required to be done, furnished or performed by the vendor.

“Contract” means a binding agreement between two or more legal entities, awarded under this Procurement Bylaw.

“Proper Invoice” means an invoice which shall include the following:

1. the Contractor’s name, address, telephone number and mailing address;
2. the date of the Proper Invoice and the period during which the services or materials for which payment is being applied for were supplied;
3. information identifying the authority, whether in the contract or otherwise, under which the services or materials were supplied;
4. a description, including quantity where appropriate, of the services or materials that were supplied during the payment period;
5. the amount payable for the services or materials that were supplied during the payment period, with a clear identification of the portions of the amount that are holdbacks, and HST;
6. the name, title, telephone number and mailing address of the person to whom payment is to be sent;
7. the payment terms as specified by the City in the Contract;
8. the invoice number and if applicable, the revision number;
9. the Contractor’s HST number;
10. invoices and time sheets from all subtrades whose work is included in the Proper Invoice, if required in the Contract;
11. backup documentation to support any cash allowances and extra work claimed in the Proper Invoice;
12. a schedule of values indicating:
 - i. For lump sum contracts, the percentage of work completed per division with each division further subdivided to show the percentage of work completed for

- each subtrade;
- ii. For unit price contracts, the tender quantity, unit of measure, previous quantity, current quantity, to-date quantity.
 - iii. an updated list of change orders, showing the percentage of work completed under each change order;
 - iv. an updated cash allowance list, showing the percentage of work completed in respect of each cash allowance, if required by the Contract;
13. a Statutory Declaration where required by the Contract attesting to the truth of the statements made therein,
14. a Workplace Safety & Insurance Board Clearance Certificate.

2. PROOF OF ABILITY

Upon the request of the City, a bidder may be required to show evidence of its experience and of its ability to perform the services or to deliver the products by the specified date (including evidence for its subcontractors).

3. DELIVERY

Time shall be material and of the essence in the execution of the work required as outlined herein.

Unless otherwise stated the work specified herein shall be delivered or completely performed by the Vendor as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion after receipt of a purchase order thereof.

Work shall be subject to further inspection and approval by the City.

4. PRICING REQUIREMENT

- 4.1. Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. the point specified therein.
- 4.2. All prices bid shall include applicable customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work, and where applicable, H.S.T. shall be extra and not shown, unless otherwise specified.
- 4.3. If the bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.
- 4.4. Except as provided elsewhere in this document, the prices bid shall not be subject to adjustment for any cost of the work to the vendor.
- 4.5. Prices bid must include all incidental costs and the Vendor shall be deemed to be satisfied as to the full requirements of the bid. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. Should the Vendor require more information or clarification on any point, it must be obtained prior to the submission of the bid.

STANDARD TERMS AND CONDITIONS

- 4.6. Should any additional tax, duty or any variation in any tax or duty be imposed by the Government of Canada or the Province of Ontario become directly applicable to work specified in this document subsequent to its submission by the Bidder and before the delivery of the work covered thereby pursuant to a purchase order issued by the City appropriate increase or decrease in the price of work shall be made to compensate for such changes as of the effective date thereof.

5. TERMS OF PAYMENT

- 5.1. In order to qualify for payment, the Vendor must submit to the City invoices in a form satisfactory to the City.
- 5.2. Subject to Work that is governed by the provisions of the Construction Act (see Section 18 below) the City will pay such invoice within thirty (30) calendar days of the City's receipt of such invoice if the work has been performed to the satisfaction of the City.
- 5.3. Where progress payment terms are specified, the City will accept billing for 100 percent of the actual value of each element of the work performed in each month and accepted by the City.
- 5.5. The City may withhold any portion of any amount payable to the Vendor as is necessary to remedy any defect or deficiency in the Vendor's obligations pursuant to this contract.
- 5.6. Acceptance by the Vendor of any payment by the City will constitute a waiver of any claims by the Vendor against the City.

6. PATENTS AND COPYRIGHTS

- 6.1. The vendor shall, at its expense, defend all claims, actions or proceedings against the City based on any allegations that the work or any part of the work constitutes and infringement of any patent, copyright or other proprietary right, and shall pay to the City all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and its own client basis occasioned to the City by reason thereof.
- 6.2. The vendor shall pay all royalties and patent license fees required for the work.
- 6.3. If the work or any part thereof is in any action or proceeding held to constitute an infringement, the vendor shall forthwith either secure for the City the right to continue using the work or shall at the vendor's expense, replace the infringing items with non-fringing work or modify them so that the work no longer infringes.

7. ASSIGNMENT AND SUBCONTRACTING

The vendor shall not assign or subcontract the work or any portion thereof without the prior written consent of the City.

8. LAWS AND REGULATIONS

- 8.1. The vendor shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The vendor

shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

8.2. The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

9. CORRECTION OF DEFECTS

If at any time prior to one year (or specified warranty/ guarantee period if longer than one year) after the actual delivery date of the equipment (or completion of the work) any part of the equipment (or work) becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the Contract, then the vendor, upon request, shall make good every such defect, deficiency or failure without cost to the City. The vendor shall pay all transportation costs for parts and/or equipment both ways between the vendor's factory or repair depot and the point of use.

10. PROCUREMENT BY-LAW

Bids will be called, received, evaluated, accepted and processed in accordance with the City's Procurement By-law and related procedures. By submitting a bid for this request for quotation, the bidder agrees to be bound by the terms and conditions of such by-law any amendments thereto and related procedures, as fully as if it were incorporated herein.

11. TERMINATION

11.1. The City may terminate this Contract upon twenty (20) calendar days written notice to the Vendor for whatever reason.

11.2. The City may terminate the Contract and the rights granted hereunder, without prejudice to enforcement of any other legal right or remedy, upon giving written notice of such termination upon the happening of any of the following events:

- (a) if the Vendor breaches any of the Contract or any other agreement entered into between the Vendor and the City and such breach continues for a period of five (5) calendar days after written notice thereof has been given to the Vendor;
- (b) if the Vendor is in default of any loan, is unable or unwilling to pay its debts as they become due, is in receivership, becomes bankrupt (whether voluntary or involuntary) or insolvent, makes an assignment for the benefit of, or compromise with its creditors, makes a plan of arrangement, or is subject to a similar circumstance;
- (c) if the Vendor is wound up or dissolved or ceases or threatens to cease to carry on business as a going concern; or
- (d) if any of the Vendor's representations and warranties in this Contract or any statements made to the City by the Vendor are materially false, misleading or inaccurate.

11.3. In the event that the City terminates this Contract, the following will apply:

STANDARD TERMS AND CONDITIONS

- (a) all payments hereunder by the City to the Vendor will cease as of the time that such termination becomes effective;
- (b) the City may replace the Vendor from the time such termination becomes effective;
- (c) the Vendor will have no claim against the City except for payment for amounts owing prior to the time that such termination became effective;
- (d) such termination will not relieve the Vendor from liability accrued prior to the time such termination became effective; and
- (e) nothing in this Contract will limit the rights of the City to recover damages from the Vendor or to exercise any other rights or remedies it may have at law or in equity or otherwise.

12. QUANTITIES

- 12.1. Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the City and shall be used as a basis for comparison only.
- 12.2. The quantities are the best estimate that the City can provide at the time of issuance of this Request for Quote
- 12.3 The City reserves the right to increase or decrease the quantities.

13. INDEMNITY

The Vendor shall defend, hold harmless and indemnify the City (including its elected officials, officers, representatives, agents, employees, volunteers and affiliates) against all claims, demands, losses, suits, damages (including indirect, special, consequential, remote and economic damages), fees, fines, royalties, liability and expenses (including reasonable lawyer's fees) arising out of any suit, claim or action relating to the Vendor's performance or non-performance of its obligations pursuant to this Contract, including any breach of any representation or warranty, or for actual or alleged direct or contributory infringement of, or inducement to infringe, any intellectual property right relating to the work or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from the Vendor's action. These obligations of indemnity will survive the termination or expiration of this Contract however caused.

14. DISPUTE RESOLUTION

Subject to Work that is governed by the provisions of the Construction Act (see Section 18 below) any dispute or disagreement in connection with or related to this Contract which is not resolved by mutual agreement between the Vendor and the City will be decided by the City. The decision of the City will be final and binding on the parties. Pending the decision of the City on such dispute or disagreement, each party will proceed diligently with the performance of this Contract.

15. INTEGRATED ACCESSIBILITY STANDARDS TRAINING

Section 7 and Section 80.49 of Ontario Regulation 191/11 made under the Accessibility for Ontarians with Disabilities Act, 2005 states that:

7. (1) Every obligated organization shall ensure that training is provided on the requirements of the accessibility standards referred to in this Regulation and on the Human Rights Code as it pertains to persons with disabilities to,
- a) all persons who are an employee of, or a volunteer with, the organization;
 - b) all persons who participate in developing the organization’s policies; and
 - c) all other persons who provide goods, services or facilities on behalf of the organization.

80.49 (1) In addition to the requirements in section 7, every provider shall ensure that the following persons receive training about the provision of the provider’s goods, services or facilities, as the case may be, to persons with disabilities:

- 1. Every person who is an employee of, or a volunteer with, the provider.
- 2. Every person who participates in developing the provider’s policies.
- 3. Every other person who provides goods, services or facilities on behalf of the provider.

Bidders will acknowledge and confirm full compliance with Section 7 and Section 80.49 of Ontario Regulation 191/11 (Integrated Accessibility Standards) made under the Accessibility for Ontarians with Disabilities Act, 2005. Bidders will confirm that all employees, agents, volunteers, or others for whom we are at law responsible who are required to receive training under the Act have completed the training. The successful Bidder will provide to the City any further documentation that confirms this training upon the request of the City.

The successful bidder will indemnify the City from and against any costs, expenses, fines, penalties, damages or losses that the City incurs or suffers as a result of failure to comply with the Act.

16. INSURANCE

16.1. The Vendor shall take out and keep in full force and effect throughout the term (and any extension thereof) the following policies of insurance:

- (a) comprehensive general liability insurance with an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence against claims for personal injury, bodily injury or property damage or loss, indemnifying and protecting the City and the Vendor, their respective officials, employees, servants, agents, contractors and subcontractors. Such insurance will specifically state by its wording or by endorsement that: (i) the City is named as an additional insured under the “Additional Insured” section of the policy; and (ii) the policy contains a cross-liability clause which will have the effect of

STANDARD TERMS AND CONDITIONS

insuring each person named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

- (b) such insurance covering such risks and in such amounts and with carriers as the City may reasonably prescribe from time to time.

16.2. Such insurance policies will not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material alteration is given by the insurers to the City at least thirty (30) calendar days before the effective date thereof. Any revisions must be submitted for approval by the City.

16.3. Upon the request of the City, the Vendor shall deliver to the City a certificate of insurance in form and content satisfactory to the City evidencing that the insurance required under this Contract continues in full force and effect.

17. INSURANCE CLAIMS

Claims or alleged claims received by the Contractor shall be dealt with immediately by the Contractor.

- (a) The Contractor shall retain an independent adjuster who will determine the Contractor's liability for all third party claims, and advise the claimant in writing of the determination of liability within sixty (60) days of service of the claim on the Contractor. Copies of such determination of liability shall be forwarded to the City of Burlington.
- (b) If the Contractor or the Contractor's independent adjuster fails to respond within the time noted in (a) or responds in a manner inconsistent with the evidence at hand, the City of Burlington reserves the right to have another independent adjuster review the claim and determine liability therefore. Any monies incurred by the City of Burlington to investigate, defend and satisfy any third-party claim where it was determined that the Contractor was liable will be deducted from monies owing to the Contractor by the City of Burlington.
- (c) If a claim is settled to the satisfaction of the Claimant, the Contractor shall provide the City of Burlington with a copy of the Claimant's Release. The Claimant's Release shall cover the interests of the Contractor and The Corporation of the City of Burlington, its employees, agents and anyone for whom it is in law responsible.

18. CONSTRUCTION ACT

For Work that is governed by the provisions of the Construction Act, the Construction Act shall apply where applicable including in respect to submission of a Proper Invoice, release of holdbacks, adjudication and the provision of security.

19. AWARD

The City Representative listed will send you an email which will outline the intent to award. As part of this communication, the following documents as listed shall be submitted prior to beginning work:

- a) Certificate of insurance (naming the City of Burlington as an Additional Insured);

- b) a current copy of the Workplace Safety and Insurance Clearance Certificate