

# REQUEST FOR QUOTATION FOR CONSTRUCTION SERVICES

RFQ No. 34420-91000-Q02

Manotick Library Universal Washroom Modernization

CR013011



# Manotick Library Universal Washroom Modernization

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# **Ottawa**

# **REQUEST FOR QUOTATION**

Manotick Library Universal Washroom Modernization

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# 1. Requirement

To provide all materials, labour, and equipment for the modernization of the universal washroom in the Manotick Library, 5499 South River Drive, Manotick, ON K4M 1J3.

#### 2. Period of Contract

The period of contract is anticipated to commence 25 May 2020. The successful bidder shall complete the work no later than 30 June 2020.

# 3. Inquiries

All inquiries regarding this RFQ are to be directed to the Contracting Authority specified herein. Inquiries must be received no later than 18 March 2020. Both the questions and the answers will be distributed to all potential Bidders by way of Addendum, without identifying the source(s) of the inquiry.

# 4. Closing Date

Quotations must be submitted no later than 3:00 PM local time (EST) on 25 March 2020.

#### 5. Site Meeting

Bidders are strongly encouraged to attend a site meeting which will be held on 11 March 2020 at the front entrance of the Manotick Library at 2:00 p.m.

#### 6. 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 – Daniel Casal City of Ottawa, Supply Services 100 Constellation Drive, 4<sup>th</sup> Floor, West Tower Ottawa, Ontario K2G 6J8

Phone: 613-580-2424 ext. 22025



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Fax: 613-560-2126

Email: <a href="mailto:daniel.casal@ottawa.ca">daniel.casal@ottawa.ca</a>
Project Number: CR013011

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.

#### 7. Basis of Award

The City intends to award a contract to the lowest responsive bidder based on the TOTAL PRICE 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.

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.



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# 8. 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.

As a condition of and prior to Contract award, the successful Bidder shall submit a detailed breakdown of the Total Price to the satisfaction of the City.

In the event of any discrepancy between the Total Price submitted in this RFQ and the MERX system, the price submitted in this RFQ shall prevail.

| TOTAL PRICE | \$             |
|-------------|----------------|
|             | (HST excluded) |

# 9. 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.

Bidders 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 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.



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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 Bidder 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.

#### 10. General Terms and Conditions

The City's General Terms and Conditions 28 December 2017 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 <u>General Terms and Conditions</u> is available on the Purchasing Page on Ottawa.ca.



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# 11. 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.

# 12. Specifications

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

#### 13. 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.

#### 14. 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.

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



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#### **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 any negligent acts or omissions by the Contractor. 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 and 24 months completed operations.

Such insurance shall be in the name of the Contractor and shall name the **City of Ottawa**, **Peter Darwish-Architect**, its elected officials, agents, officers and employees as an Additional Insured with respect to the construction agreement. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available. An **Installation Floater** insurance policy in an amount equal to the value of the material and supplies awaiting installation at the work site including while such materials and supplies are in transit.

**Automobile Liability** insurance with respect to owned or leased licensed vehicles used directly or indirectly in the performance of the services 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 30 days prior written notice of cancellation.

Evidence of insurance satisfactory to the City shall be provided prior to the commencement of work.

As determined by the City, the Contractor may be required to provide and maintain additional insurance coverage(s) which are related to the contract requirements.



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Failure of a Bidder to provide insurance requirements within seven (7) Days of being requested to do so may result in the rejection of the Bid, at the sole and absolute discretion of the City.

#### 2. Payment

The City will make payments to the successful bidder in accordance with the *Construction 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) Days of being requested to do so may result in the rejection of the Bid, at the sole and absolute discretion of the City.

#### 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



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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.

# 8. Liquidated Damages

If all above work is not substantially performed and on or before 25 June 2020 the successful contractor shall accept liquidated damages in the amount of \$654.44 per working day for administration costs incurred by the City until the above work is completed to the City's satisfaction.

#### 9. Incentive/Disincentive

#### Incentive

If Substantial Performance of the Work has been achieved to the satisfaction of the Contract Administrator on 25 June 2020, the Contractor will be paid an incentive of \$2,000.00 Dollars (hereinafter referred to as the "Base Incentive Payment"). Also, for each day prior to the above date that Substantial Performance Completion is achieved, to the satisfaction of the Contract Administrator, the Contractor will be paid an additional \$200.00 per day, up to a total maximum of ten (10) days (hereinafter referred to as the "Daily Incentive Payment"). The maximum Daily Incentive Payment will be \$200.00. The maximum sum of the Base Incentive Payment and the Daily Incentive Payment will be \$4,000.00

#### **Disincentive**

If Substantial Performance of the Work is not achieved as determined by the Contract



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Administrator on or before 25 June 2020, the Owner will deduct a single lump sum of (\$2,000.00) Dollars (hereinafter referred to as the "Base Disincentive Deduction"). Also, for each day past the above date that Substantial Performance completion is not achieved, as determined by the Contract Administrator, the Owner will deduct an additional (\$200.00) per day, up to a total maximum of ten (10) days (hereinafter referred to as the "Daily Disincentive Deduction"). The maximum Daily Disincentive Deduction will be (\$200.00). The maximum sum of the Base Disincentive Deduction and the Daily Disincentive Deduction will be (\$4,000.00).

#### 10. SAP Ariba

In 2020, the City of Ottawa will begin utilizing SAP Ariba for the processing of requisitions, purchase orders and invoicing in order to streamline our procurement and accounts payable processes. SAP Ariba provides many benefits to the City and its suppliers including real-time purchase order delivery, use of online catalogs and invoice automation.

Suppliers transacting on the SAP Ariba network may be subject to additional fees. To learn more, please visit SAP Ariba Subscriptions and Pricing.

The City reserves the right to transition the contract resulting from this solicitation to the new SAP Ariba system at any time which will streamline the submission of invoices and receipt of purchase orders. By submitting a bid, the Contractor hereby agrees to transition the contract to the new SAP Ariba system should the City elect to do so.

#### 11. Description of Work

The scope of work includes, but is not limited to, Modernizing Universal Washroom at the Manotick Library, 5499 South River Drive as detailed in the specifications which form part of this RFQ. It is the responsibility of the contractor to coordinate all components of the project as outlined.

The specifications are not intended as a detailed description of all activities to perform the individual tasks but serve to indicate particular requirements of the required work and remove all hazards to make the site safe.



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It is the intention of the specifications to provide finished work. Any items omitted there which are clearly necessary for the completion of the work or its appurtenances shall be considered as portion of the work.

#### 12. Documents

Maintain at the job site, one copy of each of the following:

- 1. Specifications.
- 2. Contract Drawings
- 3. Addenda.
- 4. Reviewed Shop Drawings
- 5. List of Outstanding Shop Drawings
- 6. Change Orders.
- 7. Other modifications to Contract.
- 8. Field Test Reports.
- 9. Copy of approved work schedule.
- 10. Health and Safety Plan and other safety documents
- 11. As work progresses, maintain accurate records to show deviations from contract drawings. Just prior to Contract Administrator's inspection for issuance of final certificate of completion, supply to the contract administrator one (1) set of drawings with all deviations neatly indicated in red ink.

# 13. Supervision

Contractor shall employ, on-site at all times and during work hours a competent site foreman who shall have direct management of all trades and sub trades including subcontractors.

#### 14. Hours of Work

Works may be carried out Monday through Sunday except for limitations on specific areas as noted in the attached specifications.

#### 15. Work Schedule

Shop drawings submission and subsequent ordering of materials can commence immediately after the purchase order is issued.



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#### 16. Contractor's Use of Site

- a) Contractor has limited use of the site and all equipment and debris are to be removed from site at the end of every work day in all areas.
- b) At all times, move stored products or equipment, which interfere with operations of regular programs, other maintenance contractors or the public.
- c) Execute work with the least possible interference or disturbance to building operations, occupants, public and normal use of premises.
- d) Contractor shall allow access for owner personnel to maintain existing occupancy and operation. Co-operate with owner in scheduling operations to minimize conflict of all scheduled programs and activities.
- e) The contractor is to maintain safe access for City of Ottawa personnel and consultants.
- f) Obtain and pay for use of additional storage or work areas needed for operations.
- g) Repair and replace all work which has been altered during this construction operation to match existing or adjoining work as directed by Contract administrator.
- h) Maintain all Life Safety Assemblies, security devices and controls for continued full unobstructed occupancy in all the remained occupied areas.

#### 17. Codes and Standards

Perform work in accordance with the latest edition, amendments and Regulations of The Ontario Building Code, Environmental Act, Health and Safety Act and any other code of Provincial or local application, with the understanding that in any case of conflict, the more stringent requirements shall apply

Meet or exceed requirements of Contract Documents, specified standards, codes and reference documents.

Work to conform to referenced standards and codes as reaffirmed or revised to date of specifications.

#### 18. Project Meetings

- a) Contractor will hold project meetings at regular prescribed times.
- b) Contractor will notify all parties concerned of meetings.
- c) Contractor will record minutes of meetings and distribute to all parties within two
   (2) working days of meeting.



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d) Representatives of the Owner, the Consultant, the Contractor, Subcontractors and Suppliers attending meetings shall be qualified and authorized to act on behalf of the party each represents.

# 19. Existing Services

- a) The library will continue operations during the construction period. All work related to the demolition shall be performed after library's regular working hours. All effort shall be made to minimise the noise during library's regular working hours.
- b) Hoarding/fencing is to be provided to separate the work area from the public.
- c) Any items omitted in the Specifications, which is clearly necessary for the completion of the work or its appurtenances shall be considered as portion of the work.

#### 20. Protection and Interference

- a) Provide temporary means to maintain security in the premises where it has been necessarily reduced given the work.
- b) Provide temporary dust screens, barriers, warning signs in locations where renovation and alteration work is adjacent to areas used by the public or staff.
- c) Provide dust screens to prevent dust from entering the interior of the building.
- d) The contractor shall maintain normal operation and traffic flow with minimum amount of inconvenience to residents.
- e) The contractor shall be responsible for and provide protection to the public and the property during work.
- f) Protect existing neighbouring structures, equipment, or other areas from damage resulting from performing the work.
- g) Protect site and work area from vandalism or theft
- h) Prevent access of the public to materials, tools, equipment and vehicles. At all locations, provide hoarding around perimeter of equipment (scaffolding) and exposed materials.
- i) Provide after-hours security when hoarding is insufficient to reasonably prevent access to stored materials, tools, equipment and vehicles.



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# 21. Clean-Up

- a) Contractor shall remove debris and hazardous impediments from the site at the end of each workday.
- b) Contractor shall remove material and equipment from site, which is not to be reused unless otherwise noted, at the end of each workday.

#### 22. Concealed Services

- a) Contractor shall be responsible for protection of pipes, ducts, cables, conduits, wires and other services from damage.
- b) Contractor shall take necessary precautions to locate concealed services, and to protect them from damage.
- c) Contractor shall be responsible for fixing, to satisfaction of owners, damages to services resulting from Contractor's performance of work, without additional cost to Owner.

#### 23. Fire Protection

- a) Contractor shall take all necessary actions to obtain a Hot Work Permit which will recognize the level of hazard for all activities that will be subject to open flame, sparks, explosive, heaters, fire detection and fire control device intervention.
- b) Contractor shall be responsible to coordinate and provide the Fire Watch as required under the Hot Work Permit and the Fire Code
- c) Contractor shall protect adjoining areas, when welding, brazing and performing operations with open flame, combustible adhesive and/or flammable solvents.
- d) Contractor shall supply portable fire extinguisher when welding, brazing and performing operations with open flame, combustible adhesives and/or flammable solvents.
- e) Contractor shall ensure rags and waste containing oil, grease or other flammable materials are removed from site at end of each work day



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# 24. Cooperation and Coordination

As part of this contract, the contractor is responsible to co-ordinate the scheduling of the work with all scheduled events and business operation of any and all activities in the facility.

#### 25. Removals

- a) During removals operations, keep work within one specific area without disturbing the patrons.
- b) Repair and finish to the best possible workmanship all surfaces cut, damaged or disturbed to owner's approval. Match existing materials, colour, finish and texture.



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# **SPECIFICATIONS**

See attached Specifications as prepared by:

Peter Darwish, Architect 10 Castlethorne Crescent Ottawa, ON, K2G 5P5

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#### **DRAWINGS**

See attached Drawings as prepared by:

# **Peter Darwish, Architect**

10 Castlethorne Crescent Ottawa, ON, K2G 5P5

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# Drawings pages:

- 1. Cover Page
- 2. A1 Existing Overall Floor Plan
- 3. A2 Existing/Demolition Floor Plan
- 4. A3 New Floor Plan
- 5. A4 Washroom Elevation
- 6. A5 Millwork Details
- 7. A6 Door & Frame Schedule
- 8. ME01 Mechanical and Electrical Existing/Demolition Plan
- 9. ME02 Mechanical and Electrical New Floor Plan
- 10. ME03 Mechanical and Electrical Details
- 11. ME04 Mechanical and Electrical Specifications (1 of 2)
- 12. ME05 Mechanical and Electrical Specifications (2 of 2)