

Tenderer's Name			
Address			
Phone		Cell	
Contact Name			
Title			
Phone		Email	

1 Contract Documents

- .1 The Contract Documents for **Request for Tender Number 34526-91360-T02** are listed below. Should there be a discrepancy between the wording of one document and the wording of any other documents, the wording of the document that appears first on the list shall prevail:
 - Section 00 80 50 – AMENDMENTS TO THE CCDC 2-2008 AGREEMENT as amended by any Addenda;
 - The Agreement between the City and Contractor, CCDC 2-2008;
 - Section 00 81 50 - SUPPLEMENTARY CONDITIONS CCDC 2–2008 as amended by any Addenda;
 - Definitions to the CCDC 2-2008;
 - GENERAL CONDITIONS CCDC 2-2008 – Stipulated Price Contract;
 - Section 00 82 50 – AMENDMENTS TO THE CCDC 41–2008 INSURANCE REQUIREMENTS, as amended by any Addenda;
 - CCDC 41-2008 INSURANCE REQUIREMENTS;
 - The City of Ottawa General Terms and Conditions, 26 February 2021;
 - Section 00 40 00 - FORM OF TENDER, as amended by any Addenda;
 - SPECIFICATIONS DIVISION 00 as listed in Section 00 01 10 - Table of Contents, as amended by any Addenda;
 - SPECIFICATIONS DIVISION 01 as listed in Section 00 01 10 - Table of Contents
 - SPECIFICATIONS DIVISIONS 2 to 16 as listed in Section 00 01 10 - Table of Contents, as amended by any Addenda;
 - Material and Finishing Schedule
 - DRAWINGS as listed Section 00 01 15 - List of Drawings, as amended by any Addenda;
 - CCDC 40 Rules for Mediation

2 Tenderer's Declarations

- .1 The Tenderer declares that it has obtained and read the Contract Documents.
- .2 The Tenderer declares that it understands and agrees to be bound by the Contract Documents.

- .3 Without limiting the generality of Item 2.2 of this Tender Form, the Tenderer declares that it has, at the time of tendering, fulfilled all of those obligations under the Contract, which are required to be fulfilled by the time of tendering.
- .4 The Tenderer declares that all information, which it has provided or will provide to the City, is true.
- .5 The Tenderer declares that this tender is made without knowledge, comparison of figures or arrangement with any other company, firm or person submitting a Tender for the same Work.
- .6 The Tenderer declares that no member of the City of Ottawa Council or any officer of the Corporation of the City of Ottawa is, or will become, interested directly or indirectly as a contracting party, partner, surety or otherwise or in the performance of the Contract, or in the supplies, Work or business to which it relates or in any portion of profits thereof, or of any such supplies to be used therein, or in any of the moneys to be derived therefrom.
- .7 The Tenderer agrees to provide, within 24 hours after close of Tender, a complete list of all Subcontractors and manufacturers that will be retained for the duration of the Contract. **The Subcontractors indicated must be from the prequalified list of subcontractors obtained under RFQ No. 34525-91360-Q01. Failure to use prequalified subcontractors may disqualify the Tender.** The Tenderer shall provide Section 00 43 00 – List of Subcontractors and Manufacturers that will be retained for the duration of the Contract as part of this Tender. Failure to provide Section 00 43 00 may disqualify the Tender.
- .8 The Tenderer agrees that as a condition of and prior to Contract award, the Tenderer shall submit a detailed breakdown of the Tender Price within 24 hours of close of Tender. Failure to provide a detailed price breakdown to the City's satisfaction may disqualify the Tender.
- .9 The Tenderer agrees that, within seven consecutive calendar days after the issuance of an official commence work order; the Tenderer will commence the work, assembling all necessary labour forces and equipment on the site and will continue the work with the utmost diligence until completion.
- .10 The Successful Tenderer shall complete the Work on or before the City's Date of Completion as set out in the article "Time for Completion of Contract / Work" in Section 00 20 00 "Instructions to Tenderers".
- .11 The Tenderer has put forth all of its comments and/or questions with respect to this RFT, including with respect to the use of VPM scores in the evaluation process, over the period that inquiries were permitted and affirms that its Tender has taken into consideration all responses provided by the City through published Addenda.
- .12 The Tenderer acknowledges and accepts the incorporation and use of VPM Scores in Tender evaluations, as defined in 00 20 00 – Instructions to Tenderers, Section 5 – Evaluation and Selection Methodology, including the use of the industry average OVS for Tenderers who do not have a Vendor Score in the VPM system.

3 Tenderer's Offer

- .1 The Tenderer offers to do the Work in accordance with the Contract Documents.
- .2 The Tenderer offers to do the Work and to accept payment at the stipulated price specified in this Tender Form, in accordance with the Contract Documents.

4 Addenda

- .1 The Tenderer acknowledges that it has received, reviewed and provided in its Tender Price for all work and costs associated with the following addenda:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

5 Payment Terms and Prompt Payment Discount

- .1 In the absence of a prompt payment discount, the City will pay all invoices on a Net 28 basis meaning payments will be made by the City within twenty-eight (28) calendar days of receipt of a proper invoice.
- .2 Tenderers 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.
- .3 Where prompt payment terms are offered, the following conditions apply:
 - .1 The discount must be included in the Contract and shown on the vendor's invoice;
 - .2 The invoice must be received by the City on the invoice date. Invoices cannot be backdated.

- .3 The City may require that the amount of the discount be honoured by the vendor should any of the above-noted conditions not be met.
- .4 **The Tenderer hereby offers a prompt payment discount of _____ % if payment is made within _____ calendar days following receipt by the City of a proper invoice.**
- .5 Invoices for this contract must be submitted electronically through the SAP Business Network. Upon contract award, Contractors are required to register and maintain an SAP Business Network account and process all transactional documents, including but not limited to: purchase orders, service sheets and invoices, through the SAP Business Network.
- .6 The SAP Business Network offers two account options: a no cost “Standard” account or an upgraded “Enterprise” account, which is subject to fees. Suppliers may transact with the City using either type of account but must maintain an active account in order to transact with the City. For additional details please visit [SAP Ariba Subscriptions and Pricing](#).
- .7 By submitting a tender, the Tenderer hereby agrees to transact with the City using the SAP Business Network.

6 Stipulated Price

- .1 Total Stipulated Tender Price is the price for all work as shown and specified including the Cash Allowances (if applicable).
- .2 The prices entered by the Tenderer shall include all required labour, materials and equipment for execution of the provisional items and will be used by the Owner to determine payments for alterations, extras and deductions to the original Contract quantities. The prices entered by the Tenderer shall exclude HST but shall be inclusive of all other taxes and the Contractor/Subcontractor’s mark-ups for all administration, supervision, insurance and bonding premiums, record documentation, overheads and profits. **These prices shall remain valid throughout the Contract, inclusive of Provisional Items (see below).**
- .3 The attached protected electronic **Price Schedule “A”** forms part of this RFT and is available through MERX. Failure to submit the electronic Price Schedule “A” in the same format it was provided may result in rejection of the Bid. Price Schedule “A” must be completed in its entirety, including the Provisional Items, with no zero values.
- .4 **Bidders shall complete Price Schedule “A” in its entirety.** Failure to do so may deem their Bid submission non-responsive. Price Schedule “A” is incorporated by reference to this Form of Tender. In the event of any discrepancy between the unit price and the extension in Price Schedule “A”, the unit price shall govern.
- .5 In the event of any discrepancy between the Total Tender Price submitted in Price Schedule “A” and the MERX system, the price submitted in Price Schedule “A” shall prevail.
- .6 The Contractor shall provide a detailed breakdown of prices if and as requested by the City. The breakdown must be acceptable to the Owner and Consultant. Resubmit with more details, if requested. The breakdown must be acceptable to the Owner and Consultant.

- .7 The Contractor shall provide a detail breakdown of prices for **Division 2** that would include at least: 100 mm diameter raw water line (all inclusive per meter); fire hydrant (each), 150 mm gate valve (each), 150 mm diameter lead (per meter); asphalt (per tonne); fence (per meter) and others.
- .8 Breakdown of Items and Prices schedules will form the basis of the monthly progress payments. All work is to be completed in accordance with the Contract Documents.
- .9 Payment will be for all work to complete the items as specified herein and detailed on the contract drawings.
- .10 **The bid price for Mobilization and Demobilization Item (Item 1.1 of Schedule of Items and Prices) shall be limited to a maximum of 5% of the Total Stipulated Price** entered by the Tenderer. Of the bid price for this item, a maximum of 75% will be paid for the mobilization and the remaining of the bid price for this item will be paid for demobilization.
- .11 **The bid price for Other General Requirements and Misc. Works (item 1.4 in the Schedule of Items and Prices) shall not exceed 2% of the Total Stipulated tender Price.** This lump sum is intended to cover works that are necessary to fulfill the requirements of the contract or are implied by good industry practices and are considered to be incidental and minor. Each progress payment will include a portion of this pay item as a percentage of the actual work progress, unless agreed otherwise with the Contract Administrator.
- .12 Any Contingency Allowance issued with Purchase Order shall be used only for work authorized by change orders.
- .13 **Provisional Items**
 - a) Items of work that may be required during the course of construction but the exact quantities or requirements of which will depend on ground conditions or other uncertain factors encountered, are shown in the Schedule of Items and Prices under the heading “Provisional Items”. The Tenderer acknowledges that the work in Provisional Items may or may not be executed in the Contract at the absolute discretion of the Owner.
 - b) The Tenderer agrees that the Tenderer is not entitled to payment of the provisional items except for provisional item work carried out in accordance with the Contract as directed by the Owner in writing and only to the extent of such work.
 - c) Work done under such provisional items may not require an individual Contract Change Order, but will be authorized by the Owner in writing prior to proceeding the Work and will be measured for payment.
 - d) At the discretion of the Owner, the work under the provisional items may or may not be included in the Contract and may or may not be taken into account by the Owner in comparing tenders and awarding a contract.

- e) The unit prices inserted in the above Schedule of Items and Prices for provisional quantities are not to be revised (adjusted) even if the actual quantities vary significantly from the quantities entered in the table.
- f) Amounts for extras or deductions based on the Schedule of Prices will be added or deducted from the Total Stipulated Price.
- g) Payment for deductions or additions of items not listed will be made in accordance with the General Conditions and Supplementary General Condition.
- h) Unless approved by the Owner in writing, execution of the provisional items shall not delay the substantial performance date set forth in Section 00 00 60 – Instructions to Tenderers.
- i) The prices listed herein shall include all required labour, materials and equipment for execution of the provisional items and will be used by the Owner to determine payments for alterations, extras and deductions to the original Contract quantities and the prices are excluding HST but inclusive of all other taxes and the Contractor/Subcontractor's mark-ups for all administration, supervision, bonding premiums, record documentation, overheads and profits. These prices shall remain valid throughout the Contract.

7 Liquidated Damages:

- .1 This Part 7, "Liquidated Damages" shall be read in conjunction with Section 00 20 00 Instructions to Tenderers Part 28, Time for Completion of Contract / Work, whereas the date of Substantial Performance is required to be achieved by **[05/October/2027]**.
- .2 The overall Work of this entire project shall achieve **Substantial Performance by [05/October/2027]**. Time is of essence to ensure the **RICHMOND WEST PUMP STATION – ADDITION OF WELL#3 & HL PUMP#6** project is completed on time.
- .3 Should scope of Work for the full project not achieve Substantial Performance by **[05/October/2027]**, the Contractor shall credit the City of Ottawa **\$1,662.35 per working day** for administrative costs incurred by the City until the full project is Substantially Complete.

SIGNATORIES

This offer is made this _____ day of _____, 20_____.

CONTRACTOR (TENDERER)

Signature

Name and title of person signing. The signee has the authority to bind the Tenderer.

Signature

Name and title of person signing. The signee has the authority to bind the Tenderer.

END OF SECTION