



**THE CORPORATION OF THE CITY OF KITCHENER**

**Request for Quotations**

**For**

**Mill Courtland Community Centre Addition**

Request for Quotations No.: **Q25-020**

Issued: **Friday March 7, 2025**

Submission Deadline: **Tuesday April 1, 2025 1:00:59 p.m. local time**

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The following documents are available for download within the bidding system.

- City's Supplementary General Conditions – CCDC2-2020
- Q25-020 – 24015 MCCC Addition IFT Specifications
- Q25-020 – 24015 MCCC Addition IFT Drawing Set
- Q25-020 – Appendix Arborist Report
- Q25-020 – Appendix Geotechnical Investigation Report
- Q25-020 – Appendix Mill Courtland 1992 Construction Drawings
- Q25-020 – Appendix Mill Courtland Community Centre - Vermiculite DSS
- Q25-020 - Appendix Mill Courtland Community Centre - Project DSS
- Q25-020 – Appendix Tree Preservation Plan

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Contractors

This Request for Quotations (the “RFQ”) is an invitation by The Corporation of the City of Kitchener (“the City”) to prospective Contractors to submit non-binding quotations for **Mill Courtland Community Centre Addition**, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The City of Kitchener are looking to partner with a General Contractor for the construction of an addition to Mill Courtland Community Centre located at 216 Mill St, Kitchener, ON N2M 3R2.

The successful contractor will be required to sign a CCDC 2 - 2020 agreement with the City's Supplementary General Conditions at time of award.

**Only pre-qualified contractors through project RFSQ24-116 Prequalification General Contractor - Mill Courtland Community Centre Expansion Project will be invited to submit on this quotation.**

The City will only consider quotations received from Contractors who have registered with Bids and Tenders and have obtained the RFQ directly from the Bids and Tenders website at <https://kitchener.bidsandtenders.ca> (the “Bidding System”).

All Contractors must have a Bidding System vendor account and be registered as a plan taker for this opportunity, which will enable the Contractor to download the solicitation document, to receive addenda email notifications, download addenda and submit their quotations electronically through the Bidding System.

### 1.2 RFQ Contact

To contact the City or ask questions in relation to this RFQ, Contractors must initiate the communication electronically through the Bidding System. The City will not accept any Contractor's communications by any other means, except as specifically stated in the RFQ.

For the purposes of this procurement process, the “RFQ Contact” will be:

Ian Fischer, Procurement Specialist, [ian.fischer@kitchener.ca](mailto:ian.fischer@kitchener.ca)

Contractors should only contact the RFQ Contact where specifically instructed to in this RFQ. All other communication in relation to this RFQ must be through the Bidding System, as described above.

Contractors and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the Contractor and the rejection of the Contractor's quotation.

### **1.3 Contract for Deliverables**

#### **1.3.1 Type of Contract**

The selected Contractor will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the "Agreement").

#### **1.3.2 Term of Contract**

The term of the contract is to be for a period of work until the project is substantially complete.

### **1.4 RFQ Timetable**

#### **1.4.1 Key Dates**

Issue Date of RFQ	Friday March 7, 2025
Site Visit / Contractor Meeting	Thursday March 20, 1:00 p.m. local time
Deadline for Questions	Tuesday March 25, 2025 12:00 p.m. local time
Deadline for Issuing Addenda	Thursday March 27, 2025
Submission Deadline	Tuesday April 1, 2025 1:00:59 p.m. local time
Anticipated Execution of Agreement	April 2025
Anticipated Substantial Completion	December 31, 2026

The RFQ timetable is tentative only, and may be changed by the City at any time.

#### **1.4.2 Site Visit / Contractor Meeting**

The Site Visit will take place at Mill Courtland Community Centre located at 216 Mill St, Kitchener, ON N2M 3R2. Contractors are to meet at the front door on Thursday March 20, 1:00 p.m. local time for entrance into the facility and access the building at the proposed time of the meeting.

### **1.5 Submission of Quotations**

#### **1.5.1 Electronic Submission Only**

All quotations must be submitted electronically through the Bidding System at:

<https://kitchener.bidsandtenders.ca>

Quotations submitted by other methods will not be accepted.

In order to submit a quotation, the Contractor must have a Bidding System account and be registered as a plan taker for this RFQ.

If you encounter technical issues, please contact [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

### **1.5.2 Quotations must be Received on Time**

Quotations must be uploaded and finalized by the Submission Deadline. The time of receipt will be determined by the Bidding System. Late responses will not be accepted.

Contractors are cautioned that the timing of their submission is based on when the quotation is received by the Bidding System, not when a quotation is submitted by a Contractor. Transmission can be delayed due to file transfer size, transmission speed or other technical factors. It is strongly recommended that Contractors allow sufficient time before the Submission Deadline to upload documents and to resolve any issues that may arise.

Contractors should contact the RFQ Contact at least twenty-four hours prior to deadline if they encounter any problems.

The Bidding System will send a confirmation email to the Contractor advising when the quotation was submitted successfully. If Contractors do not receive a confirmation email, they should contact the RFQ Contact immediately.

### **1.5.3 Amendment of Quotations**

Contractors may edit their quotations prior to the Submission Deadline in accordance with the instructions provided in the Bidding System. The Contractor is responsible for ensuring that the amended quotation is received by the Bidding System by the Submission Deadline.

### **1.5.4 Withdrawal of Quotations**

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a Contractor may withdraw a submitted quotation.

Prior to the Submission Deadline, Contractors may withdraw a submitted quotation in accordance with the instructions provided in the Bidding System.

To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the Contractor. The City is under no obligation to return withdrawn quotations.

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

The City will conduct the evaluation of quotations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, the City will issue the Contractor a rectification notice identifying the deficiencies and providing the Contractor an opportunity to rectify the deficiencies. If the Contractor fails to satisfy the mandatory submission requirements within the Rectification Period, its quotation will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the Contractor. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix D).

### **2.3 Stage II – Mandatory Technical Requirements**

The City will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix D) have been met. Questions or queries on the part of the City as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

### **2.4 Stage III – Pricing**

Stage III will consist of an evaluation of the submitted pricing in each qualified quotation in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

### **2.5 Selection of Top-Ranked Contractor**

After the completion of Stage III, compliant Contractors will be ranked based on the price evaluation. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked Contractor will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected Contractor will be determined by way of coin toss. The selected Contractor will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the Contractor and the selection of another Contractor or the cancellation of the RFQ.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Contractors to Follow Instructions**

Contractors should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

#### **3.1.2 Quotations in English**

All quotations are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the Contractor's quotation should be submitted in a fixed format, and the content of websites or other external documents referred to in the Contractor's quotation but not attached will not be considered to form part of its quotation.

#### **3.1.4 Past Performance**

In the evaluation process, the City may consider the Contractor's past performance or conduct on previous contracts with the City or other institutions.

#### **3.1.5 Information in RFQ Only an Estimate**

The City and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only, and are for the sole purpose of indicating to Contractors the general scale and scope of the Deliverables. It is the Contractor's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

#### **3.1.6 Contractors to Bear Their Own Costs**

The Contractor will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Quotation to be Retained by the City**

The City will not return the quotation or any accompanying documentation submitted by a Contractor.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The City makes no guarantee of the value or volume of work to be assigned to the successful Contractor. The contract with the selected Contractor will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFQ**

### **3.2.1 Contractors to Review RFQ**

Contractors should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information through the Bidding System on or before the Deadline for Questions. No such communications are to be directed to anyone or initiated through any other means. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by any other source or obtained through any other means. It is the responsibility of the Contractor to seek clarification through the Bidding System on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the Contractor concerning this RFQ or its process.

### **3.2.2 All New Information to Contractors by Way of Addenda**

This RFQ may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all Contractors by addendum through the Bidding System. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Contractors are responsible for obtaining all addenda issued by the City.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify, and Supplement**

When evaluating quotations, the City may request further information from the Contractor or third parties in order to verify, clarify or supplement the information provided in the Contractor's quotation, including but not limited to clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section D of the RFQ Particulars (Appendix D). The City may revisit, re-evaluate and rescore the Contractor's response or ranking on the basis of any such information.

## **3.3 Notification and Debriefing**

### **3.3.1 Notification to Other Contractors**

Once an agreement is executed by the City and a Contractor, the other Contractors will be notified by public posting of the outcome of the procurement process.

### **3.3.2 Debriefing**

Contractors may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within thirty (30) days of such notification.



### **3.3.3 Procurement Protest Procedure**

If a Contractor wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with applicable procurement protest procedures.

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

For the purposes of this RFQ, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the Contractor has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its quotation that is not available to other Contractors; (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ; (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the Contractor’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

### **3.4.2 Disqualification for Conflict of Interest**

The City may disqualify a Contractor for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### **3.4.3 Disqualification for Prohibited Conduct**

The City may disqualify a Contractor, rescind notice of selection, or terminate a contract subsequently entered into if the City determines that the Contractor has engaged in any conduct prohibited by this RFQ.

### **3.4.4 Prohibited Contractor Communications**

Contractors must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.5 Contractor Not to Communicate with Media**

Contractors must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

### **3.4.6 No Lobbying**

Contractors must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Contractor(s).

### **3.4.7 Illegal or Unethical Conduct**

Contractors must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Contractors must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the City; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

### **3.4.8 Past Performance or Past Conduct**

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation, or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the City**

All information provided by or obtained from the City in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the Contractor to the City immediately upon the request of the City.

### **3.5.2 Confidential Information of Contractor**

A Contractor should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Contractors are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFQ process, including the evaluation of quotations. If a Contractor has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

## **3.6 Procurement Process Non-Binding**

### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Contractor nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ.

### **3.6.2 No Contract until Execution of Written Agreement**

This RFQ process is intended to solicit non-binding quotations for consideration by the City and may result in an invitation by the City to a Contractor to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the Contractor and the City by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the Contractors. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

### **3.6.4 Cancellation**

The City may cancel or amend the RFQ process without liability at any time.

## **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

The Form of Agreement will be a CCDC 2 - 2020 Stipulated Price Contract with the City's Supplementary Conditions. The City's Supplementary General Conditions are available for download in the bidding system.

## **APPENDIX B – SUBMISSION FORM**

(to be completed in Bidding System)

### **1. Acknowledgment of Non-Binding Procurement Process**

The Contractor acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the Contractor unless and until the City and the Contractor execute a written agreement for the Deliverables.

### **2. Ability to Provide Deliverables**

The Contractor has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The Contractor represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

### **3. Non-Binding Pricing**

The Contractor has submitted its pricing in accordance with the instructions in the RFQ and in Pricing (Appendix C) in particular. The Contractor confirms that the pricing information provided is accurate. The Contractor acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

### **4. Addenda**

The Contractor is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

### **5. No Prohibited Conduct**

The Contractor declares that it has not engaged in any conduct prohibited by this RFQ.

### **6. Disclosure of Information**

The Contractor hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Contractor hereby consents to the disclosure, on a confidential basis, of this quotation by the City to the advisers retained by the City to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

### **7. Conflict of Interest**

The Contractor must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the

quotation; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If "No" is selected, the Contractor will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box "Yes", the Contractor must set out below details of the actual or potential Conflict of Interest.

- The Contractor declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the Contractor foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ

## **APPENDIX C – PRICING**

### **1. Instructions on How to Provide Pricing**

- (a) Contractors should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their quotations, or, if there is no table below, by completing the attached form and including it in their quotations.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the Contractor must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

### **2. Evaluation of Pricing**

Pricing will be evaluated based on **lowest stipulated sum**.

### **3. Required Pricing Information**

Please complete the various pricing schedules in Bidding System.



## **APPENDIX D – RFQ PARTICULARS**

### **A. THE DELIVERABLES**

#### **Summary of the Work**

The Mill Courtland Community Centre located at 216 Mill St, Kitchener, ON N2M 3R2 is a single storey facility of approximately 730m<sup>2</sup> built in 1992. The center is a busy hub of programming for the neighborhoods it serves, and the space is physically no longer able to keep up with the demand for services and programs available at the center. The project scope for MCCC includes a 265m<sup>2</sup> single storey rear addition and selective renovations throughout the existing building interior.

The site work includes but is not limited to new paving, grading, and landscaping, as well as new sheds and pathways on the site. The existing portable structure will be removed entirely. New roofing is proposed on the existing roof areas.

The interior work includes but is not limited to new washrooms, new lighting, finishes, and paint throughout. Lighting and life safety upgrades are included. A mechanical retrofit will maintain one existing RTU while adding a new heat-pump MUA to serve the addition. The intent of the project is for the renewed facility to meet all relevant codes and standards including requirements for accessibility.

#### **Construction Timeline**

The anticipated start date is June 2, 2025. Substantial completion is anticipated December 31, 2026.

### **B. MATERIAL DISCLOSURES**

#### **Tariff Uncertainty – Unexpected Expenses**

The City recognizes that there is uncertainty specific to Tariffs that may, or may not be applied in the near future. To eliminate uncertainty on how it will be dealt with by the City and the Contractor after an award, the following is provided.

Any increase or decrease in costs to the Contractor due to changes in the taxes and duties included at the time of the bid closing will increase or decrease the Contract Price accordingly.

For greater certainty, supporting information will be provided by the Contractor to the City to showcase the direct cost being claimed including its application to the project. The Contractor will not be entitled to any mark-up for overhead or profit on any increase in such taxes and duties.

#### **Geotechnical Investigation Report**

Respondents should review Geotechnical Report for download in the bidding system for details pertaining to the location for the facility.

## **Work Hours**

Regular daily business hours Monday to Friday, 7:00 AM to 5 PM, or as required to complete the job during the time frame stated.

Work performed outside of regular daily business hours, or on weekends, shall be performed at no additional cost to the Owner.

## **Occupation of Building**

The building will have no occupancy during construction.

## **Site Environmental Requirements**

Ensure that selective demolition work does not adversely affect adjacent residences or contribute to excess air and noise pollution.

Do not dispose of waste of volatile materials including but not limited to, mineral spirits, oil, petroleum-based lubricants, or toxic cleaning solutions into storm or sanitary sewers.

(a) Ensure proper disposal procedures are maintained throughout the project.

Do not pump water containing suspended materials into storm or sanitary sewers or onto adjacent properties.

Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authorities as directed by Owner's Representative.

Protect trees, plants and foliage on site and adjacent properties where required.

## **By-Law**

The Contractor shall comply with all local municipal bylaws and with the City of Kitchener noise bylaw.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

Each Contractor shall complete Appendix B Submission Form in the Bidding System.

### **2. Pricing (Appendix C)**

Each quotation must include pricing information that complies with the instructions contained in Pricing (Appendix C).

### **3. Other Mandatory Submission Requirements**

## **Subcontractors**

The Contractor shall complete in the bidding system, the name and address of each proposed Subcontractor on their team used in making up the Quote and state that portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be subcontracted.

The Contractor will not be allowed to substitute other Subcontractor(s) in place of those named in the Quote without written approval from the Owner.

#### **D. MANDATORY TECHNICAL REQUIREMENTS**

The Respondents quotation adheres to the stipulations of the Request for Quotation and the project documents package.

#### **E. PRE-CONDITIONS OF AWARD**

The following are pre-conditions to be satisfied before the contract can be awarded and executed.

The successful Contractor must provide the following:

- Execution of the CCDC 2-2020 Agreement
- Submission of Contractor Safety Program Documentation
- 100% Performance Bond
- 50% Labour and Material Bond

Liability Insurance certificates shall name The Corporation of the City of Kitchener as “additional insured”.

Where and if a certificate expires prior to the term of Contract ending, it is the Contractor’s responsibility to provide new certificates in order to continue with the contract. Where and if a certificate expires prior to receipt of a new certificate, the Contract may, at the option of the City, be cancelled. In the event of such cancellation, any work performed beyond the date of expiry of any certificates is at the risk of the Contractor.

## **APPENDIX E – CONSTRUCTION PROVISIONS**

### **Contractor / Constructor**

Unless explicitly referenced elsewhere in this Quote, the Contractor will be designated as the Constructor, as defined by the Occupational Health and Safety Act. As Constructor, the Contractor shall assume all of the responsibilities of the Constructor as set out in the Occupational Health and Safety Act and its regulations and enforce strict compliance therewith. The City in awarding the intended project to a contractor (constructor), has delegated control of that project and site to the constructor.

### **The Occupational Health and Safety Act**

The Contractor shall conduct all work including without limitation work such as trenching, sheathing, and shoring in accordance with the most recent edition of the Occupational Health and Safety Act of Ontario. The Contractor must advise the local Ministry of Labour Office of the Contract prior to the commencement of any work.

The successful Contractor shall submit the following information to the Owner prior to the start of construction.

- a. A list of the Contractor's first aid certificate holders.
- b. A list of the Contractor's Health and Safety representatives.
- c. A copy of the Contractor's Health and Safety policy.
- d. A copy of the site-specific health and safety plan
- e. A list of the Contractor's emergency telephone numbers.
- f. A signed copy of the City of Kitchener's Contractor Safety Declaration Form.
- g. A written emergency plan, which includes a process for addressing a critical injury, accident or incident as defined by the Occupational Health and Safety Act and include an emergency contact list and procedure. This plan must be readily available and posted on site prior to work commencement. All subcontractors or persons working on site must be informed of the emergency plan and where it can be accessed.
- h. The Contractor shall provide appropriate first aid facilities, eye wash stations and any other measures for emergency use as identified in the plan.
- i. The Contractor must notify the Owner's Representative immediately:
  - of any accident or incident that requires emergency services or emergency health care;
  - of any contact or visit with the Ministry of Labour or Ministry of the Environment, Conservation and Parks;
  - any emergency contact with a utility; and

- any occurrence of damage to an adjacent structure or private property.

Where notification is not completed in writing the Contractor shall follow up by providing a separate written report, or by providing a detailed description in the daily report, as soon as reasonably possible. Any other health and safety related incidents must be discussed at the next regularly scheduled construction site meeting.

### **Contractor Safety Program Documentation**

Prior to award, the issuance of a Purchase Order and the commencement of any work, the successful Contractor shall provide the following safety documents to the city:

- Liability Insurance Certificate, as per Indemnification and Insurance – Construction;
- Worker's Safety Insurance Board Clearance Certificate (WSIB);
- Occupational Health and Safety Policy statement;
- City of Kitchener –Declaration Form signed; and

Where and if a Certificate expires prior to the term of contract ending, it is the Contractor's responsibility to provide new Certificates in order to continue with the contract.

Where and if a Certificate expires prior to receipt of a new Certificate, then the contract may, at the option of the City, be cancelled. In the event of such cancellation, any work performed beyond the date of expiry of any Certificate is at the risk of the Contractor.

Liability Insurance certificates shall name The Corporation of the City of Kitchener as "additional insured".

### **Workplace Safety and Insurance Board (WSIB)**

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation

required to be paid pursuant to the Workplace Safety and Insurance Act and upon failure to do so, the City may pay such assessment or compensation to the Workplace Safety and Insurance Board, and the Contractor shall forthwith reimburse the City. The City may at its option deduct such expenses from any monies owed to the Contractor. The Contractor shall, prior to issuance of a Purchase Order by the City, provide a Certificate of Good Standing from the Workplace Safety and Insurance Board, and the City may, at any time during the performance or upon completion of such contract, require a further Certificate. If the contract extends beyond the expiry date of the certificate, the Contractor is responsible to submit a new Certificate.

### **Construction Act**

Payments for this Contract are subject to holdbacks as per the Construction Act. The Contractor is responsible for calculating the holdback as well as the final invoicing of the holdback payment. Holdbacks must be shown on the invoice. Invoices shall also include the Contractor's Harmonized Sales Tax number and the purchase order number under which the work is being completed.

- a) The Contractor shall provide timely invoices to the Project Manager/City Representative. The Contractor may submit in advance of the monthly payment a draft application for payment to assist with the evaluation of application for payment.

- b) The Contractor shall submit invoices on a monthly basis.
- c) The Contractor shall submit in hardcopy and electronic format all applications for payment to both the Project Manager and/or City Representative, if applicable, at their respective street and email addresses as indicated in pre-construction meeting. Hardcopies will be hand delivered or couriered. An invoice is deemed not to have been received by the City until both the hard and electronic copies have been delivered to the Project Manager and/or City Representative.
  - a. The Contractor shall submit applications for payment in accordance with the Construction Act and, in addition, shall include with every application for payment:
    - i. a statement based on the schedule of values equal to the value, proportionate to the amount of the contract, and the work completed,
    - ii. supplier invoices for payments applied for under the application for payment;
    - iii. a current WSIB clearance certificate as proof of good standing with the WSIB;
    - iv. deductions for maintenance security holdback pursuant to the contract documents, if applicable.
    - v. other deductions as applicable, including but not limited to deficiencies holdbacks and liquidated damages;
    - vi. evidence showing that construction drawings have been updated ("red lined") to mark changes to the work up to the date of the current payment period;
    - vii. The Contractor's Harmonized Sales Tax number; and
    - viii. The purchase order number under which the work is being completed.
  - b. Applications for payment may not be submitted during the period December 20 to January 5 inclusive, on Saturdays, or on holidays as defined in the Legislation Act.
- d) A proper invoice is to be sent to the Project Manager. The proper invoice is deemed to be delivered when a proper invoice is delivered and received by the City's representative, the Project Manager, for the Contract.
- e) The City requires the successful contractor to accept payment via electronic funds transfer. The successful contractor shall contact the City of Kitchener Accounting Division at 519-741-2200 ext. 7363 to set up their account for direct deposit.

### **Bonding Requirements**

The successful Contractor shall furnish the following within seven (7) days after notification of the acceptance of the said Quote is e-mailed to the Contractor by the City:

- a.) a Performance Bond completed by a surety company, acceptable to the City, lawfully conducting business in the Province of Ontario for 100% of the amount of the quoted price, including H.S.T.
- b.) a Labour and Material Payment Bond completed by a surety company, acceptable to the City, lawfully conducting business in the Province of Ontario for 50% of the amount of the quoted price, including H.S.T.

Where the labour and material bond and performance bond required herein are also required by the Construction Act, R.S.O. 1990, Chapter C.30, the Contractor shall ensure that such bonds:

- a.) meet the requirements specified by that Act; and
- b.) are submitted on Forms 31(Labour and Material) and 32 (Performance)

### **Equivalent Product - Request for Consideration**

If and wherever a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, approved equals will be considered during the open quote period. If a product other than that specified is to be considered by the City, it is the Contractor's responsibility to name such product to the Procurement Specialist no later than seven (7) days prior to the closing date and time, to prove to the City that said product(s) are equal to or exceeds the specifications by submitting brochures, samples and/or specifications in detail on the item(s). The City, at its sole discretion, may reject the request if, in its sole opinion, the product offered is deemed not a suitable substitute or not able to meet performance expectations, warranty expectations, or any other standards met by the specified product.

### **Accessibility for Ontarians with Disabilities Act, 2005 (AODA)**

Under the Accessibility for Ontarians with Disabilities Act, 2005, as may be amended from time to time, the Contractor providing the services contemplated herein shall ensure that every person in relation to this contract, who deals with members of the public or other third parties on behalf of the City, or provides goods, services, or facilities on behalf of the City, has received all training required under Section 7 of Ontario Regulation 191/11, Integrated Accessibility Standards.

To facilitate the City's compliance with O. Reg. 191/11 *Integrated Accessibility Standards* under the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11., the Consultant/Contractor shall provide any final report and any other document identified by the Project Manager/City Representative as intended City/Client website content of the City in an accessible format that complies with the World Wide Web Consortium Web Content Accessibility Guidelines 2.0 AA [other than success criteria 1.2.4. Captions (Live) and success criteria 1.2.5 Audio Descriptions (Pre-Recorded)]. However, this requirement shall not apply to drawings, photos, maps, site plans, or other documents that the Project Manager/City Representative agrees cannot practicably be converted to an accessible format.

### **Examination of the Site**

Each Contractor should visit the site of the work before submitting the Quotation and must be satisfied by personal examination as to the local conditions to be met with during the construction

and conduct of the work. Contractors will make their own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. The Contractor is not to claim at any time after submission of the Quotation that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

### **Permits, Fees and Certificates**

The City shall apply and pay for the construction building permit ONLY. All other permits shall be the responsibility of the Contractor.

The Contractor shall give all necessary notices, obtain all other necessary permits, pay all fees and furnish all necessary certificates as evidence that all work, as installed, conforms to the laws of all governing authorities before the final Certificate of Payment is issued by the City. All changes and alterations required by an authorized inspector of any authority having jurisdiction should be carried out without charge to the City.

Maintenance and Security Holdback – The City will retain a Maintenance Security Holdback to be calculated as 2% of the total value of the Work performed and Material supplied, as shown in the monthly progress Payment Certificates. This holdback will be retained for a period of twelve (12) months from the date of substantial completion.

Please show this as a separate line item in your schedule of values

This rectification holdback shall be in addition to the 10% statutory holdback.

The City will also retain \$2,000 holdback until As-Built drawings & close out documents approved by the Architect/Owner have been turned over to the City.

Please show this as a separate line item in your schedule of values

### **As Built Drawings and Close out Documentation / Maintenance Manuals**

The Contractor must maintain as work progresses, accurate records of changes to the Drawings and concealed services. Accurate locations, depth, size, and type of underground utilities shall be included in these record drawings. The Contractor will be supplied with clear prints of the floor plans for making these recordings. As-built drawings will be reviewed at each site meeting and must be properly maintained to receive Architect's approval before the monthly certificate draw will be approved.

The Contractor must keep a daily record showing progress of the work and all factors affecting the work, i.e., weather, strikes, accidents, shipping delay, etc.

Completed as-built drawings shall be submitted by the Contractor. These drawings shall be prepared by a firm approved by Owner/Architect. Two hard copies sized Arch D -24" x 36" & 1 CD copy containing all the files from these projects must be submitted. The CD shall contain a set of drawings in the latest AutoCad format (.dwg) and as well as PDF's (.pdf) of the same drawings. All file names in the CD must be named in relation to the name that appears in the title block, X-refs must be bound to each related drawing. Random file names will not be accepted. After these have been prepared, provide to Architect for review and approval prior to submission to Owner. All related costs by Contractor.



Contractor must also assemble in three ring binders, all shop drawings, all warranties and guarantees submitted by manufacturers, suppliers and subcontractors and as called for throughout Specifications. Assemble three copies of recommended operation and maintenance procedures (such as flooring, equipment, and roofing). Present three matching binders to Architect for review and approval prior to submission to Owner. Furnish a complete index in each binder listing its contents in detail and stamp and sign the cover page of each and every manual. Also ensure that the manuals are stamped and signed on the cover page by subcontractor submitting them.

## **Indemnification and Insurance - Construction**

### **Indemnification Provision:**

The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers, agents, Contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative, or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the Contractor, its agents, employees and Subcontractors on behalf of the City, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Contractor, its agents, employees or Subcontractors.

### **Insurance Provisions:**

It is the responsibility of the Contractor and its Insurance Broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specification of the Project, Work or Supply. The Contractor shall insure its undertaking, business and equipment under the following coverage so as to protect and indemnify and save harmless the City:

a.) **General Liability Insurance:** The Contractor shall maintain liability insurance acceptable to the City throughout the term of this Agreement from the date of commencement of work until one (1) year from the date of substantial performance of work. Liability coverage shall be provided for completed operations hazards from the date of substantial performance of the work, as set out in the certificate of substantial performance of work, on an ongoing basis for a period of 6 years following substantial performance of work. Coverage shall consist of a comprehensive policy of public liability and property damage insurance, with all applicable coverage extensions/endorsements, in an amount of not less than \$5,000,000 per occurrence. Such insurance shall name **The Corporation of the City of Kitchener** and any other person or party identified in the contract documents,

as an additional insured with a cross liability endorsement and severability of interests' provision. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit. A combination of primary coverage plus umbrella or excess liability insurance may be used.

If applicable, Such insurance coverage shall be endorsed to cover shoring, blasting, excavation, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading

The City reserves the right to request an alternative to the Commercial General Liability Insurance coverage in the form of a **Wrap-Up Liability Insurance** policy.

b.) **Owned and Non-Owned Automobile Liability Insurance:** The Contractor shall maintain liability insurance on all Owned, Non-Owned and Leased Automobiles used in the performance of this work to a limit of \$5,000,000 per occurrence throughout the term of this Agreement from the date of commencement of work and until one (1) year after the date of substantial performance of work.

c.) **Hook Liability Coverage:**

When performance of the Contract requires the use of a hoist or crane to lift equipment or materials into place, the Contractor shall maintain as part of its Commercial General Liability Insurance or Automobile liability, stand alone coverage or as part of the Wrap-Up Liability Policy, Hook Liability Coverage in an amount equal to the maximum value of the property to be lifted at any one time, in the performance of the Contract, but in no event less than \$100,000.

Riggers or On Hook liability may also be required for the load being lifted which shall be the contractors responsibly to determine adequate coverage to protect the hoisted goods from damage and any hoisted good will be covered by the contractor to its full replacement value as well as, including but not limited to, any resulting damage due to accident, operator error or mechanical malfunction or failure.

Notwithstanding the afore mentioned, the Contractor will be fully liable for any and all property and bodily injury resulting from the use and operation of a lifting device, mobile crane or fixed crane. Accordingly, the Contractor shall ensure all operations are adequately insured.

d.) The Contractor shall provide and maintain during the term of the Agreement, **Broad Form Contractor's Equipment Insurance** coverage for construction machinery and equipment used by the Contractor for the performance of the work. Such insurance shall be in a form acceptable to the City and shall not allow subrogation claims by the Insurer against the City.

e.) the Contractor shall provide and maintain during the term of the Agreement an **All Risk Installation Floater Insurance** policy covering the installation of any machinery and equipment associated with the construction project. Coverage shall be in an amount equal to the value of the machinery and/or equipment and shall include coverage while it is in transit to, while stored at a temporary location and awaiting installation at the work site.

f.) The Contractor shall provide and maintain during the term of the contract, **Broad Form Builder's Risk Insurance** coverage to the amount of 1.1 times the full replacement of the construction project.

In either situation, the Builder's Risk shall be underwritten on the following basis:

- Policy deductible shall not exceed \$5,000. If a loss occurs, the deductible shall be the sole responsibility of the Contractor.
- The Contractor, its Subcontractors, the Consultant, its sub-consultants, and The Corporation of the City of Kitchener must be named as an insured under the policy.
- The policy shall contain a clause which will allow occupancy prior to the completion or acceptance of the entire work.
- A copy of the Builder's Risk Certificate shall be furnished to all parties prior to the commencement of the construction project.

g.) **Provisions:** Prior to the commencement of work, the Contractor shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement. The Certificate shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days (ten (10) days if cancellation is due to non-payment of premium) prior written notice by certified mail to the City.

It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Contractor and that this coverage shall preclude subrogation claims against the City and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the City and any other person insured under the policy shall be considered excess of the Contractor's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Contractor's obligation to fully indemnify the City under this Agreement.

The City reserves the right to modify the insurance requirements as deemed suitable.

h.) **Third Party Claims Process:**

The City's claims process for Third Party claims is to refer the claimant directly to the Contractor and to leave the resolution of the claim with the Contractor. This applies regardless of whether or not it is an insured loss.

As the City has a responsibility to the taxpayers, we must ensure that claimants are dealt with in a fair and efficient manner. Claims reported to the Contractor, either directly by a third party or through the City shall be promptly investigated by the Contractor. The Contractor shall make contact with the third party claimant within 48 hours of receipt of notice of a claim. The Contractor shall initiate an investigation of the claim immediately upon notice, and advise the third party claimant in writing, with a copy to the City, of its position regarding the claim within 21 calendar days of the notice. The Contractor shall include in its response the reasons for its position.

Should this position not resolve the claim and be accepted by the third party claimant, the Contractor shall immediately report the claim to its Insurer for further review. (Insurer for this purpose is defined as either the Claims Department of the Contractor's Insurance

Company or the Claim's Administrator at the Contractor's Insurance Broker.) The Contractor's Insurer upon receipt of this claim shall advise the third party claimant by letter, with a copy to the City, that it is now investigating the claim. When a final position on the claim has been determined, the Contractor's Insurer shall advise the third party claimant by letter, with a copy to the City. Failure to follow this procedure shall permit the City to investigate and resolve any such claims.

Nothing herein shall limit the right of the City to investigate and resolve any such claims notwithstanding the response of the Contractor and/or its Insurer and to seek indemnification from the Contractor or to exercise any other rights under the Contract.

The City may, without breaching this contract, retain from the funds owing to the Contractor an amount that, as between the City and the Contractor, is equal to the balance in the City's favour of all outstanding debts, claims or damages, whether or not related to this contract.

# **The Corporation of the City of Kitchener - Form of Tender**

## **Q25-020 - Mill Courtland Community Centre Addition**

Opening Date: March 7, 2025 12:00 PM

Closing Date: April 1, 2025 1:00 PM

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## Schedule of Prices

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. HST is additional.

\* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars.

## Price Schedule

Item	Description	Quantity	Unit	Unit Price *	Total
1	100% Performance and 50% Labour and Material Bonds	1	Lump Sum		
2	To supply all labour, equipment and materials to construct, as per the specifications and drawings.  Price does not include cash allowances.	1	Lump Sum		
Subtotal:					

## Price Schedule - Cash Allowances

Item	Description	Quantity	Unit	Unit Price	Total
2	Independent Inspection and Testing	1	Lump Sum	\$18,000.0000	\$ 18,000.00
3	Floor Levelling	1	Lump Sum	\$15,000.0000	\$ 15,000.00
4	Exterior pre-engineered sheds	1	Lump Sum	\$65,000.0000	\$ 65,000.00
5	Balancing	1	Lump Sum	\$15,000.0000	\$ 15,000.00
Subtotal:					\$ 113,000.00

## Price Schedule - Contingency

Item	Description	Quantity	Unit	Unit Price	Total
1	Contingency	1	Lump Sum	\$300,000.0000	\$ 300,000.00
Subtotal:					\$ 300,000.00

## Price Schedule - Comparison Breakdown

**NOTE: the intent is not for the listed items below to total the lump sum. These are simply to be listed as separate line items for evaluation of the bid.**

Description	Quantity	Unit	Unit Price *
Demolition	1	Lump Sum	
Site works & Exterior Improvements	1	Lump Sum	
Concrete & Masonry	1	Lump Sum	
Metals	1	Lump Sum	
Doors & Windows	1	Lump Sum	
Roofing	1	Lump Sum	
Cladding	1	Lump Sum	
Interior Framing & Drywall	1	Lump Sum	
Interior Doors & Hardware	1	Lump Sum	
Finishes	1	Lump Sum	
HVAC	1	Lump Sum	
Plumbing	1	Lump Sum	
Integrated Automation	1	Lump Sum	
Electrical	1	Lump Sum	
Communications	1	Lump Sum	

Summary Table

Bid Form	Amount
Price Schedule	
Price Schedule - Cash Allowances	\$ 113,000.00
Price Schedule - Contingency	\$ 300,000.00
H.S.T. (13%)	\$ 53,690.00
Total Contract Amount:	

Bid Questions

Please specify the name and contact information (Phone & Email) for the on site project manager/coordinator.

Please specify the name and contact information (Phone & Email) for the on site health and safety representative.

Please state your company actual Legal name as appears on it's seal.

Specifications

Respondent's Senior Staff

Line Item	Office/Field	Name	Appointment	Qualifications and Experience
1	Select A Value			
2	Select A Value			
3	Select A Value			
4	Select A Value			
5	Select A Value			
6	Select A Value			
7	Select A Value			
8	Select A Value			
9	Select A Value			
10	Select A Value			
11	Select A Value			
12	Select A Value			
13	Select A Value			
14	Select A Value			
15	Select A Value			

**List of Proposed Subcontractors**

The Contractor shall complete in the bidding system, the name and address of each proposed Subcontractor on their team used in making up the Quote and state that portion of the work allotted to each. Only one Subcontractor shall be named for each part of the work to be subcontracted.

The Contractor will not be allowed to substitute other Subcontractor(s) in place of those named in the Quote without written approval from the Owner.

Subtrade/Supply	Proposed Subcontractor/Supplier	Address/Contact Information



## Appendix B

### 1. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the respondent unless and until the City and the respondent execute a written agreement for the Deliverables.

### 2. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

### 3. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in Pricing (Appendix C) in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

### 4. Addenda

The respondent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

### 5. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

### 6. Disclosure of Information

The respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this quotation by the City to the advisers retained by the City to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

### 7. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If "No" is selected, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box "Yes", the respondent must set out below details of the actual or potential Conflict of Interest.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ

☐ I/WE have authority to bind the Company and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest?

☒ Yes   ☐ No

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		