



The Children's Aid Society of Ottawa | La Société de l'aide à l'enfance d'Ottawa

Request for Tender

For:

**Boiler Replacement
November 21, 2016**

1602 Telesat Court

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And
General Conditions

SECTION A - INFORMATION FOR TENDERERS AND GENERAL CONDITIONS

1. Tender Submission

Sealed tenders are to be addressed to:

**The Children's Aid Society of Ottawa
1602 Telesat Court
Gloucester Ont
K1B 1B1
ATTENTION: Supervisor, Property & Facility Management, Confidential**

To be marked: **Boiler Replacement**

and are to be received no later than noon on December 14, 2016

Oral, or tenders submitted by facsimile or modifications to this tender document will not be considered. All blank spaces on forms shall be fully filled in. In addition a tender that is conditional, illegible, unbalanced, obscure or contains additions not called for, reservations, interlineations, erasures, alterations, or irregularities, of any kind, or that does not comply strictly with the terms and conditions of the tender documents will not be considered.

Signatures shall be longhand and executed by the principal duly authorized to make contracts.

NOTE: A mandatory site meeting will be held on Wednesday, November 30, 2016 @ 1 p.m. All proponents are asked to meet in the main lobby at 1602 Telesat Court, Ottawa.

2. Bid Submission Requirements

- a. Bonding: Provide a signed Surety to Bond certificate on standard form by a bonding company stating intention to bond in accordance with the bonding requirements of the Contract Documents and supplementary conditions.
- b. Bid Signing: The Bid Form shall be signed by a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the President and Secretary of the company, or the President-Secretary-Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so must also be submitted with the bid in the bid envelope.

- c. Addenda: Bidders shall insert in the spaces provided in the Bid Form, the addendum numbers of all addenda received by them during the tendering period including any bound into the Tender Documents. If no addenda have been received, the work “NONE” shall be inserted in the space provided.

3. **Bid Opening**

The Society will open all bids at their offices on 1602 Telesat Court on December 14, 2016 @ 2 p.m. The lowest or any bid will not necessarily be accepted.

The Society has established the following procedure for handling irregular bids:

IRREGULARITIES CONTAINED IN BIDS

IRREGULARITY	RESPONSE
Late Bids	Automatic rejection not read publicly and returned unopened to the bidder.
Unsealed Envelopes	Automatic rejection
Incomplete, illegible or obscure bids or bids which contain additions not called for, erasures, alterations, errors or irregularities of any kind.	May be rejected as informal
Documents, in which all necessary Addenda have not been acknowledged.	Automatic rejection
Failure to attend mandatory site visit.	Automatic rejection
Failure to include signature of the person authorized to bind the Tenderer.	Automatic rejection
Conditions placed by the Tenderer on the Total Contract Price.	Automatic rejection
Bids Containing Minor Mathematical Errors	<p>If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly</p> <p>If both the unit price and the total price are left blank, then both shall be considered as zero.</p> <p>If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity.</p> <p>If the total price is left blank for a lump sum item, it shall be considered as zero.</p> <p>If the Tender contains an error in addition and/or subtraction and/or transcription in the approved tender documentation format requested (i.e. not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern.</p> <p>Tenders containing prices which appear to be so unbalanced as to likely affect the interests of the Society adversely may be rejected.</p>

4. **Enquires / Addenda**

Questions arising as to the meaning or intent of the tender documents shall be submitted in writing to rick.moore@casott.on.ca at least three (3) working days before the tender closing. Answers to questions and any amendments to drawings and specifications will be communicated in the form of an addendum to all tenderer's. Any such addenda will form part of the tender documents. ("Addenda")

5. **Tender Deposit**

Not required for this tender.

6. **Performance and Payment Security**

1. Provide a signed Surety to Bond certificate on CCDC 220 Bid Bond stating intention to bond in accordance with the bonding requirements of the Contract Documents.
2. Prior to the commencement of work provide to the Owner a performance bond, on form CCDC 21 Performance Bond in an amount equal to 50% of the Contract Price, covering the performance of the Contract, including the Contractor's requirements with respect to the correction of deficiencies and the fulfillment of all warranties: and
3. A labour and material payment bond, on form CCDC 222 Labour and Material Payment Bond, in an amount equal to 50% of the Contract Price covering payment for labour, product or both.

7. **Tenderer To Investigate**

Tenderers are required to submit their tenders upon the following express conditions:

- The tenderer shall examine the contract documents and make personal examinations of the site in order to become acquainted with the conditions under which the tenderer will be obliged to work.
- The tenderer shall make all the investigations necessary to become thoroughly informed regarding all facilities as may be required to execute the work.
- The tenderer shall be wholly responsible for the completeness and accuracy of the

information obtained by the tenderer's personal examination and study. No plea for ignorance of conditions that exist, or that may exist hereafter, or of conditions, or difficulties that may be encountered in the execution of the work under this contract as a result of failure to make the necessary examinations and investigation, or ascertaining the required information will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all the requirements for the said contract documents, or will be accepted as a basis for any claim whatsoever for extra compensation, or for an extension of time.

8. **Basis for Evaluation of Tenders**

The award of this contract, will as a general practice, be made to the Lowest Responsible Tenderer, meaning the tenderer who would provide the Society with the desired goods and/or services at the Lowest Total Acquisition Cost while meeting all the specifications and containing no irregularities or qualifications, by an individual or firm with the necessary resources, expertise and /or experience to carry out the contract. The lowest or any tender will not necessarily be accepted, in particular, if only one tender is received.

9. **Bidder's Ability and Experience**

Persons or firms submitting bids shall be actually engaged in the type of work required by the Drawings and/or specifications and shall be able to refer to work of a similar character performed by them. The tenderer shall, within forty-eight (48) hours of being requested in writing by the Supervisor of Property Management to do so, furnish evidence satisfactory to the Society of the tenderer's experience and familiarity with work of character specified and the tenderer's financial ability to execute properly the proposed work to completion within the specified time.

10. **Availability of funds**

Should all tenders received exceed the budgeted limit, the Society reserves the right to negotiate with the lowest responsible tenderer.

11. **Bid In Force**

Price will be guaranteed for 60 days from the bid tender opening.

12. **Award and Execution of Contract**

The Society will provide written notice to the successful tenderer to advise that the tender has been accepted, within five (5) days of the tender opening.

The required documents will be sent to the successful tenderer immediately after acceptance. The tenderer shall execute and return the documents together with the Workplace Safety and Insurance Board Clearance Certificate, Certificate of Liability Insurance, List of Subcontractors, and any other required documents, to the Society within five (5) working days of receipt.

Failure to return the required documentation within the aforementioned time frame will result in the Society awarding the contract to the next qualified tenderer.

13. Contract Commencement and Duration

All work must be completed prior to August 31, 2017.

14. Changes in Work

The Society, without invalidating the agreement, may make such changes by altering, adding to or deducting from the work, the contract price and other related terms being adjusted accordingly, as may be agreeable to both parties.

15. Payment

The Contractor will provide an invoice to the Society upon completion of the work, or part thereof as approved by the Society. Payment will be made *30 days* following receipt of the invoice and upon satisfactory review of the Contract Administrator.

16. Assignment

The contractor shall not assign the whole or any part of the contract arising from this tender without the prior written consent of the Society. This agreement will be binding upon the parties hereto and their respective successors and assigns.

17. Permits

The Contractor will be required to obtain and pay for any permits required for the execution of the work and pay all legal fees required as incidental to the work generally.

18. Workers' Rights

The Contractor will abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Department of Labour or other appropriate legislation of the Province of Ontario, or the Government of Canada.

19. **Employment Standards Act**

The Contractor will review the Employment Standards Act of Ontario to ensure and understand that all obligations and requirements will be fulfilled if awarded the tender including any successor employer's obligations as may be applicable.

20. **Protection and Occupational Health and Safety**

- The Contractor shall be solely responsible for safety at the place of work and for compliance with the rules, regulations and practices required by the applicable construction Health and Safety legislation including the Occupational Health and Safety Act of Ontario and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work. The Contractor agrees to save harmless the Society from any actions or damages as a result of the successful Contractor's failure to comply with the said legislation.
- The Contractor shall provide the Society with the name of the individual responsible for administering the Contractor's health and Safety program
- The Contractor, by executing this Contract, acknowledges that the Contractor is an Employer and the constructor within the meaning of those words pursuant to the provisions on Ontario's Occupational Health and Safety Act.
- The Contractor will report to the Society and jurisdictional authorities, any accident or incident involving the Contractor, Society, or public involving injury to personnel or damage to property arising from the Contractor's execution of the work.
- The Contractor will include all provisions of this contract in any agreement with Subcontractors, and hold the Subcontractors equally responsible for safe and competent performance of the work.
- The Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, public, etc.) and property from any harm during the course of the contract. Work procedures and equipment will be in accordance with all legislated standards.

21. **Workplace Safety and Insurance Board**

- The Contractor must obtain and forward to the Society, a Certificate of Clearance from the Workplace Safety and Insurance Board. This certificate must be provided with the contract documents prior to commencement of any work in relation to this contract. The Contractor shall pay to the Board all assessments

and levies owing to the Board in respect to this contract and any unpaid assessments or levies shall be the sole responsibilities of the Contractor.

- The Society reserves the right to request an up-to-date Certificate of Clearance indicating good standing with the Board at any time during the contract period.
- Upon termination of the contract and before a final payment is made, the Contractor must once again submit evidence of good standing with the Workplace Safety and Insurance Board.

22. **Liability Insurance**

The Contractor shall maintain during the term of the contract, Comprehensive General Liability Insurance subject to limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The Comprehensive General Liability Insurance shall include insurance for:

- a) premises and operations liability;
- b) product or completed operations liability;
- c) written contractual liability;
- d) cross liability
- e) contingent employer's liability;
- f) personal injury liability arising out of false arrest, detention or imprisonment of malicious prosecution; libel, slander or defamation of character; invasion of privacy; wrongful eviction and wrongful entry;
- g) liability with respect to non-owned licensed motor vehicles;

The Society shall be added as an additional insured under the policy.

The Contractor shall indemnify and save harmless the Society against any liability, however caused, with respect to the performance of the Contractor's duties listed herein.

The Contractor shall maintain during the term of the contract insurance with respect to owned licensed motor vehicles subject to a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to the property of others.

A Certificate of Insurance satisfactory to the Society shall be provided prior to the commencement of the work and thereafter as required.

The policy(ies) shown above shall not be cancelled, permitted to lapse or materially changed unless the Insurer notifies the Children's Aid Society in writing at least (30) days prior to the effective date of cancellation, expiry or change. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Children's Aid Society of Ottawa.

23. **Fidelity Insurance**

The Contractor shall carry a commercial crime policy which extends the insuring agreement to include the Society as a third party. The limit of liability under this policy shall not be less than \$20,000.00 of Employee Dishonesty Coverage - Form A (or equivalent).

23. **Security Clearances**

The Contractor shall provide the Society with all information required for an Internal Records Check for each employee. The Contractor shall ensure that no employee will be present on the site until the Society has confirmed with the Contractor that the employee has received their clearance. The Society reserves the right to reject any of the Contractor's employees it finds unsuitable and the Contractor will provide immediate replacements.

24. **Sub-Contractors**

The contractor shall provide the Society with a complete employee list of all proposed Subcontractors who may be working at any location covered by this contract. All sub-contracted labour must satisfy the requirements of Section 23.

25. **Guaranteed Services**

The Contractor agrees to redo, at his expense, any work that has not been done to the specifications listed herein. This work will be completed within 3 days of receipt of written notice of default. Failure to do so will result in Property Management having the work done and appropriate charges deducted from the contractors invoice. It is understood that should the Contractor be required to redo any work the doing of same will not in any way compromise the service requirements specified.

All damage to the property caused by the Contractor, his agents, or his employees, however caused, is the direct responsibility of the Contractor. The property is to be restored to its original condition at the expense of the Contractor within 3 working days of notification by the Society. In the event that property cannot be restored within 3 days, the Contractor shall notify the Society in writing stating the details and schedules of said restoration.

26. Failure to Perform / Cancellation

If the Contractor shall fail to commence work within ten calendar days after being so instructed by the Society, or if at any time the work is not executed or not being executed to the satisfaction of the Society and in all respects in strict conformity with the contract which nonconformity is not rectified within 3 days of receipt of written notice of default thereof by the Society, the Society shall have the full right and power, at its discretion, to take the contract, or any part or parts thereof specified in the said notice, out of the hands of the Contractor and the Society may either award the contract to any other person or persons with or without it being re-tendered or may employ workers and provide all necessary materials, or may take such others steps as it may consider necessary or advisable in order to secure and complete the said contract and the Contractor in every case shall be liable for all damages, expenditures and additional costs of the contract which may be incurred by reason thereof.

27. Liens

Payment for work completed or materials supplied shall not become due until the Contractor, if requested, has filed with the Society satisfactory proof that all accounts for labour and materials furnished by third parties have been paid. If any claim arises after all payments have been made, the Contractor shall refund to the Society any monies that the latter maybe compelled to pay in discharging such claim, including all costs incidental thereto.

The Society shall have the right to retain, out of monies payable by the Society to the Contractor under this contract any amounts paid to discharge the said claim for lien and for all costs incidental thereto.

28. Third Party Claims

The Society shall have the right to retain, out of any monies payable by the Society to the Contractor under this contract, the total amount from time to time outstanding of all damage claims by third parties arising out of the Contractor's responsibilities under this contract which have not been settled by the Contractor or the Contractor's insurers. For this purpose, a claim shall be considered settled if a payment has been made to and accepted by the claimant and a complete release obtained from the claimant or if the claim has been fully investigated and a complete denial of liability has been made to the claimant.

29. Bankruptcy or Insolvency

If the Contractor becomes bankrupt, either by way of assignment of by way of a receiving order, or if the Contractor becomes insolvent, the Society may, at its option, immediately employ another Contractor to complete the contract and the Society shall have a claim

against the Contractor or its estate for any additional cost over and above the original contract price, necessary to complete the contract and to remedy any defects.

30. Bribery and Collusion

Should a tenderer or any of their agents give or offer any gratuity to or attempt to bribe any member of the Society, or attempt to commit fraud, the Society shall be at liberty to reject the tenderer's submission or cancel the contract forthwith, and to rely upon the sureties as provided for.

The tenderer acknowledges that no person, firm or corporation other than the one whose signature or of whose proper officers and seal is attached below, has any interest in this bid.

The tenderer further acknowledges that their bid is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a bid for the same work and is in all respects fair and without collusion or fraud.

31. Dispute Resolution

In cases of dispute as to whether or not a product or service meets the accepted terms of the agreement, the joint decision of the Director of Finance and Administration or their successor and the Supervisor of Property Management or their successor shall be final and binding on all parties.

Section B

Form of Tender

Form of Tender for Stipulated Price Contract

for

Boiler Replacement

1602 Telesat Court

THE CHILDREN'S AID SOCIETY OF OTTAWA

c/o Supervisor, Property & Facility Management
1602 Telesat Court
Gloucester, Ontario K1B 1B1

I/We have examined and reviewed the Information for Tenderers and General Conditions, (pages 3 - 13) , the conditions on the site, the Specifications and Details as applicable to the tender and all Addenda thereto, as acknowledged hereinafter:

for: **Boiler Replacement – 1602 Telesat Court, Ottawa**

and thereby offer to furnish all materials, plant and labour for the proper completion of the entire work in all trades as planned and specified, and in accordance with the foregoing specifications and Addenda for the sum of: \$.....

1. SCHEDULE OF PRICES:

Item	Description	Amount (+HST)
A.	Contract Price	

TOTAL Tender Price: \$ _____ + HST
 (Transfer this amount to Section C, Article 4)

2. I/We acknowledge receipt of the following Addenda and have included for the requirements thereof in my/our tender. (Insert number and date of Addenda, if any.)

Addendum # 1 dated:

Addendum # 2 dated:

Addendum # 3 dated:

3. If this tender is accepted, I/we will execute the Form of Agreement within five (5) working days of being notified to do so in writing by the Society.

4. I/We have completed the Schedule of Prices and have indicated the Total Tender Price

5. I/We permit the Society to contact the following in order to provide our past performance record. References of other contracts comparable in scope and dollar value are as follows:

	Project	Value	Contact Person & Phone Number
1.	_____	_____	
2.	_____	_____	
3.	_____	_____	

Name of Tenderer:

Address:

Phone:

Email address:

Authorized Signature
(If signing on behalf of a limited company,
I have the authority to bind the corporation)

Witness

Name

Witness

Title

(Affix corporate seal here)

Section C

Form of Agreement

Form of Agreement

THIS AGREEMENT made in duplicate this day of 2016.

BETWEEN

THE CHILDREN’S AID SOCIETY OF OTTAWA

(“the Society”)

-OF THE FIRST PART –

AND:

.....

(“the Contractor”)

- OF THE SECOND PART -

WITNESSETH

That the Society and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows:

Article 1 - The Work

- a) A general description of the work is : Boiler Replacement at 1602 Telesat Court”, (“the Work”)
- b) The Contractor shall, except as otherwise specifically provided, at it’s own expense, provide all and any kind of labour, machinery, materials, appliances, articles, and things necessary for the due execution of all the Work set out in this contract, and deliver the Work complete in every particular way to the Society within the time specified in the contract documents.

Article 2 - Contract Documents

The contract documents consist of the following:

- a) Information for Tenderers and General Conditions
- b) Form of Tender
- c) Form of Agreement
- d) Specifications and Details
- e) Addenda (if applicable)
- f) Drawing No's M-1, M-2, M-3, M-4, E-1, E-2, E-3
("Contract Documents")

The Contractor agrees to be bound by the conditions set out in each of the Contract Documents as if they were individually set out in this Agreement.

Article 3 - Contract Documents order of Precedence

In the case of any inconsistency or conflict between the provisions of this agreement or any other document written, the provisions of such documents shall take precedence and govern in the following order, namely:

- 1) This Form of Agreement
- 2) Addenda (if applicable)
- 3) Information for Tenders and General Conditions
- 4) Specifications
- 5) Drawings
- 6) Form of Tender

Article 4 - Contract Price

The Total Tender Price \$....., plus HST, if applicable, in Canadian funds, which price shall be subject to adjustments as may be required in accordance with the provisions of the Contract Documents. This sum shall be specifically for the Boiler Replacement at 1602 Telesat Court.

Article 5 - Payment

Payment will be made on the basis of the Contractor's invoice as per Clause 15 of the Information for Tenderers and General Conditions.

Article 6 - Notification of Addresses

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be deemed sufficiently given or made if mailed by registered mail or delivered by hand in writing to such party at the following address:

The Society:
The Children's Aid Society of Ottawa
1602 Telesat Court
Gloucester, Ont K1B 1B1
Attn: Supervisor Property Management

The Contractor:
.....
.....
.....
Attn:

Article 7 - No Implied Contract

No implied contract of any kind whatsoever by or on behalf of the Society shall arise or be implied from anything in this contract contained, nor from any position or situation of the parties at any time, it being clearly understood that the express covenants and agreements herein contained made by the Society shall be the only covenants and agreements upon which any rights against the Society may be founded.

Article 8 - Contractor's Declaration

The Contractor declares that the tendering for the Work and in entering into this contract the Contractor has either investigated the character of the Work and all local conditions that might affect the Contractor's tender or acceptance of the Work, or that not having so investigated, the Contractor is willing to assume and does hereby assume all risk conditions arising or developing in the course of the Work which might or could make the Work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the tender was made or the contract signed. The Contractor also declares that the Contractor did not and does not rely upon information furnished by any methods whatsoever, by the Society or its officers or employees, being aware that any information from those sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Society.

Article 9 - Commencement

All work is to be completed by August 31, 2017.

Article 10 - Specifications and Details

The Contractor covenants and agrees to adhere to the Specifications and Details as per Section D.

Article 11 - Time is of the Essence

Time shall be deemed to be of the essence in this contract.

Article 12 - Authorized Signatures

This contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

IN WITNESS WHEREOF the parties hereto set their hands and seals the day and year first above written or cause their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

CONTRACTOR:

CHILDREN'S AID SOCIETY OF OTTAWA

Signing officer for the contractor

Neal Reeve, CPA, CMA
Director, Finance and Administration

Print Name

Date

Date