

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

1 Contract Documents

- .1 The Contract Documents for **Request for Tender Number 36521-91345-T06** are listed below. Should there be a discrepancy between the wording of one document and the wording of any other documents, the wording of the document that appears first on the list shall prevail:
- Section 00 80 50 – AMENDMENTS TO THE CCDC 2-2008 AGREEMENT as amended by any Addenda;
 - The Agreement between the City and Contractor, CCDC 2-2008;
 - Section 00 81 50 - SUPPLEMENTARY CONDITIONS CCDC 2–2008 as amended by any Addenda;
 - Definitions to the CCDC 2-2008;
 - GENERAL CONDITIONS CCDC 2-2008 – Stipulated Price Contract;
 - Section 00 82 50 – AMENDMENTS TO THE CCDC 41–2008 INSURANCE REQUIREMENTS, as amended by any Addenda;
 - CCDC 41-2008 INSURANCE REQUIREMENTS;
 - The City of Ottawa General Terms and Conditions, 26 February 2021;
 - Section 00 40 00 - FORM OF TENDER, as amended by any Addenda;
 - SPECIFICATIONS DIVISION 00 as listed in Section 00 01 10 - Table of Contents, as amended by any Addenda;
 - SPECIFICATIONS DIVISION 01 as listed in Section 00 01 10 - Table of Contents
 - SPECIFICATIONS DIVISIONS 2 to 16 as listed in Section 00 01 10 -Table of Contents, as amended by any Addenda;
 - Material and Finishing Schedule
 - DRAWINGS as listed Section 00 01 15 - List of Drawings, as amended by any Addenda;
 - CCDC 40 Rules for Mediation

2 Tenderer's Declarations

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

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

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

4 Addenda

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

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

5 Payment Terms and Prompt Payment Discount

- .1 In the absence of a prompt payment discount, the City will pay all invoices on a Net 28 basis meaning payments will be made by the City within twenty-eight (28) calendar days of receipt and acceptance of the invoice, or the receipt and acceptance of the goods or services, whichever is later.
- .2 Tenderers are encouraged to offer a cash discount for prompt payment which WILL be taken into consideration in the award of contract provided that the minimum number of calendar days for payment is fifteen (15). Should a prompt payment discount be offered that is not in accordance with this condition, the discount will not be taken into consideration in the award of contract however the discount may be claimed by the City in return for processing payment within the stated time frame.
- .3 Where prompt payment terms are offered, the following conditions apply:
 - a. The discount must be included in the Contract and shown on the vendor's invoice;
 - b. The invoice must be received by the City on the invoice date. The prompt payment period shall commence on the date the City receives the invoice.

c. The City may require that the amount of the discount be honoured by the vendor should any of the above-noted conditions not be met.

.4 The Tenderer hereby offers a prompt payment discount of _____% if payment is made within _____ calendar days following receipt and acceptance by the City of an invoice, or receipt and acceptance of the goods or services, whichever date is later, in the sole opinion of the City.

6 Stipulated Price

.1 Total Stipulated Tender Price is the price for all work as shown and specified.

TOTAL STIPULATED TENDER PRICE*	\$ _____ (excl. HST)
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*Canadian dollars

7 Liquidated Damages:

.1 This Part 7, "Liquidated Damages" shall be read in conjunction with Section 00 20 00 Instructions to Tenderers Part 28, Time for Completion of Contract / Work, whereas the date of Substantial Performance is required to be achieved by **16/December/2022**.

.2 The overall Work of this entire project shall achieve **Substantial Performance by 16/December/2022**. Time is of essence to ensure the **Laporte and Leonard WWPS Reliability Upgrades** project is completed on time.

.3 Should scope of Work for the full project not achieve Substantial Performance by **16/December/2022**, the Contractor shall credit the City of Ottawa **\$1,529.91 per working day/per site** for administrative costs incurred by the City until the full project is Substantially Complete.

SIGNATORIES

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

CONTRACTOR (TENDERER)

Signature

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

Signature

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

END OF SECTION