THE CORPORATION OF THE CITY OF NIAGARA FALLS

REQUEST FOR QUOTATION – ENVIRONMENTAL SERVICES

RFQ103-2019
HYDRANTS

2 Year Contract Period: Feb. 1, 2019 to Jan. 31, 2021

CLOSING DATE: Tues., Jan. 29, 2019 at 2:00 p.m. local time

Quotations are invited for supply and delivery of **Hydrants** to be delivered F.O.B. Municipal Service Centre, 3200 Stanley Ave., Niagara Falls, ON L2E 6S4, all in accordance with this Request for Quotation – Stores Supply including all attachments. This RFQ is posted on the City of Niagara Falls web site at www.niagarafalls.ca/bids.

Questions Regarding this RFQ
Questions regarding this RFQ must be submitted in writing only to Procurement, City of Niagara Falls to dbutyniec@niagarafalls.ca no later than **Tues., Jan. 22, 2019, at 2:00 p.m. local time.** Questions received later than this stated time and date may not be acknowledged or answered.

Addenda
All addenda to this RFQ will be posted on the City's Bid Opportunities Web Page: www.niagarafalls.ca/bids. Addenda will not be posted until after the date for questions has closed. It is the Bidder's sole responsibility to check this Web Page to avail themselves of any posted addenda. Quotations submitted that do not include the first page, completed and signed, of all posted addenda will be rejected.

Quotation Submission
The pricing submitted by the bidder is to be completed for all supplies as stated in this RFQ and includes delivery F.O.B destination. Prices quotes should include any fees associated with the Municipal Hazardous or Special Waste Program (MHSW), delivery charges and all other charges (taxes excluded). Quotations should be submitted to Procurement, City of Niagara Falls by e-mail to bids@niagarafalls.ca by **Tues., Jan. 29, 2019, at 2:00 p.m. local standard time hereinafter referred to as the "closing time").** Quotations received later than the time specified will not be accepted.

Quotation Submission Format
This Request for Quotation (RFQ) **must be completed in Excel format, Version 2010 or newer.**

TABLE OF CONTENTS

		Page/s
INSTRUCTIONS TO BIDDERS	-	pages 3 – 15
APPENDICES		
Appendix A: Bidder Information & Pricing	-	Sheet 1 & Sheet 2
ATTACHMENTS		
Environmental Services Mission Statement	-	1 page
Municipal Drinking Water Licence Requirements	-	1 page
Drinking Water Quality Management System (Sample Letter of Compliance)	-	2 pages

INSTRUCTIONS TO BIDDERS

1. **Definitions**
   Throughout this Request for Quotation - Supply, unless inconsistent with the subject matter or context:
   a) *City* and *Owner* shall mean The Corporation of Niagara Falls.
   b) *RFQ* and *Request for Quotation* shall mean the Request for Quotation submissions issued by The Corporation of the City of Niagara Falls.
   c) The words *Quotation* and *Quotation submission* shall mean the Quotation submission received from the Bidder by the City in response to the RFQ.
   d) *Contract* means the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in this Request for Quotation per the Purchase order issued by the City which shall include this RFQ, the Quotation submission, and all Addenda and represents the entire agreement between the parties.
   e) *Supplier* means the company to whom the City has issued a purchase order.

2. **Named Parties**
   For the purposes of this Contract the following parties are identified:
   Owner: The Corporation of the City of Niagara Falls, the "City"
   City's Contract Administrator: James Sticca, Manager of Environmental Services
   Contact for Inquiries: Dave Butyniec, Manager of Procurement, dbutyniec@niagarafalls.ca

QUOTATION SUBMISSION PROCEDURE

1. The following policy regarding the submission of Quotations and the RFQ opening procedures will be applicable for this project. Bidders are requested to adhere strictly to the instructions concerning submission.

   a) The Request for Quotation ***Appendix A: Bidder Information & Pricing*** document, which consists of Sheet 1 - Bidder Information and Sheet 2 - Pricing **must be completed in Excel format, Version 2010 or newer,** all in accordance with the requirements of this RFQ including all attachments and must be submitted by e-mail to Procurement, City of Niagara Falls at bids@niagarafalls.ca.

   b) Quotations that are restricted by a statement added to the *Appendix A: Bidder Information & Pricing,* by a cover letter, or by any alterations to the *Appendix A* will be rejected.

   c) The *Appendix A: Bidder Information & Pricing* pages must be completed by an Officer of the Bidder's Company who has authority to bind the Company.

   d) HST to be extra to the unit prices stated on *Appendix A: Bidder Information & Pricing.*

e) By submitting a Quotation in response to this RFQ, the Bidder thereby acknowledges that offers contained within its Quotation shall be irrevocable and remain open for acceptance by the City for a period of not less than ninety (90) days from the closing date and time specified in this RFQ.

f) Quotations will be opened by City staff following the closing date and time as stated in this RFQ. Quotations received later than the time specified will not be accepted.

2. **Quotation Submission Sequence**
Submissions must be in the following sequence:
a) *Appendix A: Bidder Information & Pricing*
b) Signed Addendum page if applicable
c) Optional Supplementary Bidder information (i.e. product information)

BIDDER REQUIREMENTS

1. **Notification of Potential Bidders Not Guaranteed**
The City posts notification of all RFQ and other opportunities on its Internet Web Page (www.niagarafalls.ca/bids. Bidders are to review this Web Page to inform themselves of any Requests for Quotation. The City shall not guarantee that previous successful Bidders or any potential Bidders shall be notified by any means electronic or otherwise of any RFQ opportunity. It is the responsibility of any potential Bidder to check this Web Page to avail themselves of any RFQ opportunity.

2. **Questions Regarding Possible Discrepancies**
If a Bidder finds discrepancies, ambiguities or omissions in the Contract Documents, or should be in doubt as to their meaning, he shall notify the Owner at once, who will have prepared and posted on the website a written addendum to all Bidders. All addenda are to be incorporated in the Quotation and will be become part of the Contract. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

3. **Quotation Submission and Correspondence in English**
Quotation submissions and all subsequent documents, invoices, reports, schedules and correspondence of any kind must be prepared in English and Bidders must be able to converse and correspond fluently in English directly or through an interpreter supplied by and at the total cost to the Bidder.

4. **Liability for Errors**
While the City has used considerable efforts to ensure an accurate representation of information in this RFQ, the information contained in this RFQ is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFQ is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFQ.

INSTRUCTIONS TO BIDDERS

5. **Adherence to Requirements**
The Bidder is requested to adhere strictly to all requirements and complete all sections of this RFQ including all appendices and addendums. Failure to do so may be sufficient cause for rejection of the Quotation submission.

6. **Collusion**
By submitting a Quotation, a Bidder certifies that the Quotation has been prepared independently and without collusion with any other Bidder.

7. **Conflicts of Interest**
   a) In its Quotation, the Bidder must disclose to the City any potential conflict of interest that might compromise the performance of the service. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the said Quotation.

   b) The Bidder must also disclose whether it is aware of any City employee, City Council member or member of a City agency, or commission thereof, having a financial interest in the Bidder and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Contract, the City may, as its discretion, refuse to consider the Bidder's Quotation or withhold the awarding of any Contract to the Bidder until the matter is resolved to the City's sole satisfaction.

8. **Anti-Lobbying Restrictions and Required Disclosure**
   a) Bidders, their company staff members, or anyone involved in preparing their Quotation submission must not engage in any form of political or other lobbying whatsoever with respect to this project or seek to influence the outcome of the RFQ and subsequent procurement process. This anti-lobbying restriction extends to all City Staff and elected Council members of the City.

   b) In the event of any such lobbying, the City shall reject any Quotation submission by that Bidder without further consideration and terminate that Bidder's right to continue in the RFQ and any subsequent procurement process. All correspondence or contact by interested parties with the City must be directly and only with the Contact for Inquires identified in this RFQ. It should be duly noted by all Bidders that this anti-lobbying restriction extends from the release date of this RFQ through to the date and time when the City formally awards the Contract. Any lobbying undertaken during this time frame by any Bidder or the Bidder's company staff members, or anyone involved with their Quotation submission may result in immediate disqualification from the process. This anti-lobbying restriction is not meant to affect the day-to-day operations of the City, its Staff and the elected Council of the City that may necessarily include contact with potential Bidder to this RFQ regarding other business.

   c) This section shall not be intended to disallow any meetings, interviews or clarifications requested or authorized by the City, its authorized Staff, the City's representative for this work or their authorized designates.

INSTRUCTIONS TO BIDDERS

9. **Bidder Expenses**
Bidders are solely responsible for their own expenses in preparing a Quotation and for subsequent negotiations with the City, if any. If the City elects to reject all Quotations received, the City will not be liable to any Bidder for any claims, whether for costs or damages incurred by any Bidder in preparing their Quotation, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

10. **Erasures and Alterations**
Any erasures, alterations or cross-outs will not be accepted.

11. **Public Comment or Promotion of Quotation Submission**
Except for Bidder's interviews, meetings or presentations specifically authorized or arranged by the City contact person or authorized designate, neither Bidders nor their representatives shall make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their submission, or their interest or participation in the Quotation and subsequent procurement processes (if any) without the City's prior written consent, which consent may be arbitrarily withheld or delayed.

12. **Adjustments to Quotation Submissions after Closing Date**
No adjustments by any Bidders to their Quotation submissions will be permitted after the stated closing date for this RFQ, except as otherwise provided herein.

13. **Withdrawal of Quotation**
Bidder shall be permitted to withdraw their unopened Quotation after the Quotation has been delivered to the Procurement Department at any time up to the official closing time by submitting a written request from the Bidder to the Manager of Procurement prior to the time specified for the Quotation closing. The City reserves the right to withdraw, at its discretion, this RFQ at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any Bidder as a result of such withdrawal.

14. **Conditional Quotations**
Quotations which are incomplete, conditional, obscure, contain additions not called for, or contain agreements, contracts or obligations from the Quotation's company or parent company, erasures, or contain alterations irregularities of any kind, shall be rejected.

15. **Irrevocability and Firm Prices**
Quotation submissions received from Bidders are to be irrevocable and open for acceptance for a period of not less than ninety (90) days after the closing date stated in this RFQ. The prices stated on the Price Schedule shall remain firm for the duration of the Contract period.

16. **Escalation Clauses**
Quotations containing an escalation clause of any kind shall be rejected.

INSTRUCTIONS TO BIDDERS

17. **Harmonized Sales Tax**
Harmonized Sales Tax is in addition to the Unit Prices stated on *Appendix A: Bidder Information & Pricing.* The Harmonized Sales Tax registration number must also be shown on *Appendix A: Bidder Information & Pricing*, at the designated location, below the Bidder's signature.

18. **New Goods and Materials Only**
Unless otherwise stated all goods supplied as a result of this RFQ shall be new only, never used, of the latest manufacture and not re-manufactured.

19. **Goods and Materials Suitable for Use**
The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any Contract resulting from this RFQ, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

20. **Origin of Goods and Materials**
Wherever possible, the goods, materials, articles or equipment, specified or called for in or under this RFQ shall be of Canadian origin and manufacture.

21. **W.H.M.I.S. Requirements**
As applicable, the Supplier must supply a supplier label and appropriate Material Safety Data Sheet under the W.H.M.I.S. legislation and Hazardous Protection Act for all controlled products to be supplied per this RFQ. Any controlled good supplied without appropriate data sheet and proper labeling will not be accepted and will be returned at the sole cost to the Supplier.

22. **Third Party Software**
Where the City is in possession of software containing or constituting confidential proprietary information belonging to third parties, the successful Bidder shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of the City;

a) analyse, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or

b) divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use, of such software.

c) The successful Bidder shall fully defend, save harmless and indemnify the City from and against any loss or damages suffered by the City as a result of any failure by the successful Bidder, its officers, directors, partners, contract personnel, agents and employees or any of them to comply with the provisions hereof.

d) Should the successful Bidder include third party components within the documents, expertise, design and any other aspect of the Quotation submitted to the City, the successful Bidder must secure the rights to use and repackage third party components and pass on those rights to the City without additional charges.

e) The City will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the successful Bidder and its sub-consultants.

23. **Patents, Intellectual Property Rights, Copyright, Trademarks, Technology Rights**
By submitting a Quotation, the Bidder warrants that the information contained in its Quotation does not infringe any Patents, intellectual property rights, Copyright, Trademarks, Technology Rights of any third party and agrees to defend The Corporation of the City of Niagara Falls at the Bidder's own expense, in all suits, actions or proceedings in which the City of Niagara Falls is made a defendant for actual or alleged infringement of any Canadian or foreign letters patent, intellectual property rights, copyright trademarks, technology rights or any other related rights to the above resulting from the City of Niagara Fall's contractual relationship with the Bidder and the Bidder's use of any or all technologies, methodologies, strategies in providing the services required herein. The Bidder further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City of Niagara Falls. The Bidder agrees to indemnify and hold harmless the City of Niagara Falls from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City of Niagara Fall's contractual relationship with the Bidder and the Bidder's use of any or all technologies, methodologies, strategies in providing the services required herein. It is expressly agreed by the Bidder that these covenants are irrevocable and perpetual.

24. **Compliance with Laws and Acts**
The Supplier shall comply with all Federal, Provincial and Municipal Laws, statutes, regulations and bylaws, relevant to this RFQ including but not limited to:
- *The Construction Lien Act*, R.S.O. 1990, c. C.30
- *The Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1, as amended.
- *Workplace Safety and Insurance Act*, effective January 1, 1998, as amended
- *The Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.
- Accessibility for Ontarians with Disabilities Act (AODA) 2005. Third party suppliers who deliver goods and services on behalf of the City are required to ensure they meet the legislative requirements of the AODA's Integrated Accessibility Standard, as per Ontario Regulation 191/11, Section 7.

25. **Freedom of Information**
Any information including all work as described in this RFQ, service or product details, prices, statements, and any other information provided by the Bidder shall be kept strictly confidential and release of same, except for any details regarding this bid document stated in a Report to the Council of the City, shall only be granted in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 as amended.

26. **Omission & Mis-statements**
a) All pages of this RFQ and the Contract, shall be taken together to explain each other, and to make the whole consistent; and if it is found that anything has been omitted or misstated, which is necessary for the proper performance and completion of any part of the work contemplated, the Supplier shall, at the Supplier's own expense, and without making any extra claim, therefore, execute the same as if it has been properly

described, and the correction of any such omission or mis-statement shall not be deemed to be an addition to, or deviation from the works hereby contracted for; nor shall such decision or correction entitle the Supplier to any extension of time for the completion of the Contract.

b) It is to be understood that the complete RFQ containing all documents and drawings as posted on the City's Bid Opportunities Web Page (www.niagarafalls.ca/bids) shall constitute the RFQ. Any Quotations received that have clauses or any wording or figures, statistics, numbers, quantities or any other items that have been changed or altered in any way shall be rejected and not accepted by The Corporation of the City of Niagara Falls.

27. **Agreement with Terms**
By submitting a Quotation the Bidder agrees to all the terms and conditions of this RFQ. Bidders who have obtained this RFQ and any addenda electronically must not alter any portion of this RFQ. To do so will invalidate the Quotation and the Bidder's delivered Quotation submission will be rejected.

28. **Waiver of Rights in Quotation Submission and Indemnity**
a) Each Bidder acknowledges and agrees that the City is likely to receive, and be required to deal with, multiple Quotation submissions, all of which may contain or disclose information considered by their Bidders to be of special, unique, secret or proprietary nature, and that such information and the manner in which the City may use it may be entitled or subject to protection under any of Canada's intellectual property laws, the Competition Act, Municipal Freedom of Information and Privacy Protection Act or the common law relating to unfair competition.

b) The City will not accept any Quotation submission that is subject to a reservation by the Bidder of any such rights, and each Bidder, by virtue of submitting a Quotation submission pursuant to this RFQ, expressly waives any and all protection to which the Bidder might otherwise be entitled in respect of that Quotation submission under all of the foregoing laws, and expressly releases the City and its staff, as well as the qualified Bidders from any claims, actions, suits and proceedings whatsoever for the infringement of any intellectual property right or for the use of any secret or proprietary information disclosed to the City in that Quotation submission.

c) Each Bidder shall indemnify and save harmless The Corporation of the City of Niagara Falls and its staff, against all claims, actions, suits and proceedings brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark or industrial design or the use or misuse in connection with their Quotation submission, including any and all costs incurred by the City.

29. **Rights of the City**
(a) The City reserves the right, in its absolute discretion to accept a Quotation which it deems most advantageous to itself and the right to reject any Quotations, in each case without giving any notice. The lowest or any Quotation will not be accepted. In no event will the City be responsible for the costs of the preparation of the submission of a Quotation.

(b) Quotations which contain conditions or otherwise fail to conform to the Instructions to Bidders may be disqualified or rejected. The City may, however, in its sole discretion, reject or retain for its consideration Quotations, which are non-conforming because they do not contain the content or form required by the Instructions to Bidders or for the failure to comply with the process for submission set out in these instructions to the Bidders.

(c) Except as expressly and specifically permitted in the Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind, as a result of participating in this RFQ process and by submitting a Quotation each Bidder shall be deemed to have agreed that it has no claim.

(d) The awarding of a Purchase Order to a Supplier shall not be a guarantee of exclusivity. The City of Niagara Falls reserves the right to issue a Purchase Order to one Supplier, or to two or more Suppliers or to cancel this RFQ for reasons that are in the best interest of and provide the City the best value for the City. The Bidder, by submitting a Quotation in response to this RFQ, acknowledges that the City has these rights.

(e) The City reserves the sole and unfettered right to enter into negotiations with any Bidder who has submitted a Quotation in response to this RFQ for any terms, conditions or any other matters the City deems necessary. The receipt of any Quotation in response to this RFQ shall not be understood as a process directly leading to the issuance of a Purchase Order by the City.

30. **Rights to Quotation Submission**
Upon receipt of the Bidder's Quotation submission, the City shall retain the right to determine the use of the said submission for its own purposes. Bidders shall not use their bid submission for any other purposes whatsoever, including revealing any content of their Quotation submission or making copies for other agencies, firms or companies not being a legal part or division of the Bidder's company, unless permission for any such use is received in writing by the Bidder from the Corporation of the City of Niagara Falls. Bidders must make a request in writing to the City for the intended use of their Quotation submission for any other purposes than as stated herein.

31. **Ownership and Disclosure of Quotation Submission**
The documentation comprising any Quotation submitted in response to this RFQ, along with all correspondence, documentation and information provided to the City by any Bidder in connection with, or arising out of this RFQ, once received by the City:

a) Shall become the sole and unfettered property of the City and may be appended to the Agreement with the Successful Bidder;

b) Shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("*MFIPPA*"), and may be released, pursuant to that Act.

Because of *MFIPPA*, prospective Bidders are advised to identify in their Quotation submission any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

32. **Limitation and Waiver of Damages**
The Bidder, by submitting a Quotation, agrees that it will not claim damages, for whatever reason, relating to the RFQ or any resulting Contract or in respect of the competitive process. The Bidder, by submitting a Quotation, also waives any claim for loss of profits if no Agreement is made between the Bidder and the City.

33. **Protection of the City**
The successful Supplier shall at all times well and truly save, defend, keep harmless and fully indemnify the City and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the City, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied, or the supplying thereof, or work or services, performed, or the performing thereof, pursuant to this RFQ, or relating to inventions, copyrights, trademarks or patents, or rights thereto, used in supplying such goods, materials, articles, equipment, or in performing such work or services or arising out of the subsequent use or operation of such goods, materials, articles, equipment or work.

34. **Confidentiality of Information**
Except as noted, all communications between the Bidders and the City regarding this Price Quotation Request shall be treated as confidential, commencing the date of issuance of the Price Quotation Request to and after the receipt and opening of Quotations. The City, in its sole and unfettered discretion, may at any time reject any Quotation from a Bidder without further consideration and terminate that Bidder's right to continue in the Price Quotation Request process in the event of any breach of confidentiality by the Bidder.

EVALUATION AND AWARD

1. **Order of Precedence**
In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take precedence and govern in the following descending order:
- Purchase Order as issued by the City including all attachments thereto.
- Addenda to the RFQ (if any)
- The RFQ including all appendices and attachments.
- The Bidder's Quotation submission.

2. **Reasons for Rejection of the Bidders Submission:**
a) *Appendix A: Bidder Information & Pric*ing not completed and not signed by the Bidder in the stated place.
b) Any erasures, alterations or cross-outs must be initialed in ink by the Bidder.
c) All Addenda requirements not included.
d) The first page of all Addenda, completed and signed by the Bidder, not included.
e) All other reasons as stated in this Request For Quotation.
f) Bidder does not meet specifications.

INSTRUCTIONS TO BIDDERS

3. **Vendor Performance**

The Corporation may, in its sole discretion, reject a Bid if a bidder:

a) has, at any time, threatened, commenced or engaged in legal claims or litigation against the Corporation;
b) is involved in a claim or litigation initiated by the Corporation;
c) previously provided goods or services to the Corporation in an unsatisfactory manner;
d) has failed to satisfy an outstanding debt to the Corporation;
e) has a history of illegitimate, frivolous, unreasonable or invalid claims;
f) provides incomplete, unrepresentative or unsatisfactory references; or
g) has engaged in conduct that leads the Corporation to determine that it would not be in the Corporation/s best interests to accept the Bid.

4. **Suspension of Activity**

a) All Bidders are advised and put on notice that notwithstanding anything else contained in this RFQ that all Bidders are forewarned and advised that if the City chooses not to proceed with the RFQ process or any subsequent procurement process or any stage including, without limitation, the completion of the RFQ process, the commencement, implementation or completion of any Quotation process or other procurement process and/or the award, negotiation or the finalization of any Agreement or Contract and that accordingly, all Bidders acknowledge and agree that if any such processes are suspended, terminated or cancelled at any time or times during any stage of the RFQ or subsequent procurement process (if any) by the City, then the Bidders shall have no claim against the City for any costs, expenses, losses including loss of profits, liabilities or damages whatsoever.

b) The City reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of the RFQ and any subsequent procurement process, the assessment and evaluation of Quotation submissions, including the determination of criteria and the selection, if any, of a successful Bidder, without incurring any liability whatsoever to any Bidder, including any liability for costs, expenses, losses or damages, and without giving any reasons therefore.

c) Without limiting the generality of the foregoing, the City, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this RFQ, or to change the scope of the project, or to cancel the RFQ or the project, without stating reasons therefore and accordingly the City also reserves the right to accept or to reject any or all of the Quotation submissions and the City reserves the right to proceed as, in its sole and unfettered discretion, following receipt of the Quotation submissions, including, without limitation, issuing a second or more, or a modified RFQ for the project or entering into contract negotiations with any Bidder.

d) The issuance of this RFQ and the receipt of any Quotation submission by any Bidder do not commit the City to award a Contract or to pay any costs incurred in the preparation of any Quotation by any Bidder, or in any Bidder's attendance at any meetings with the City.

INSTRUCTIONS TO BIDDERS

5. **Quotation Opening Procedure and Bid Results**
Quotation will be opened by City staff following the closing date and time as stated in this RFQ. The lowest priced Quotation received will not necessarily be accepted.

6. **Inducements**
Any Bidder who offers any kind of a reward to any person having influence over the administration of this Quotation during the administration of the Quotation shall have their Quotation disqualified and will be removed from the Bidders List.

7. **Contract Award**
Upon acceptance of the Bidder's Quotation by the Corporation, the selected Bidder will be issued a Purchase Order contract. The said Purchase Order including all attachments, this RFQ in its entirety, all Addenda and the Quotation submitted by the selected Bidder shall constitute the Contract. Date of Contract Award shall be taken as the date on which the successful Bidder is notified in writing of the acceptance of the Quotation by the City.

Any notification of award shall be in accordance with the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. M.56 as amended.

8. **Agreement in Writing Only**
No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this RFQ, will be considered binding, and every notice, advice or other communication pertaining thereto, must be in writing and signed by Contact for Enquiries.

9. **Time is of the Essence**
The City shall have the right to cancel at any time any purchase order or any part of any purchase order resulting from this RFQ in respect to the supply covered thereby, not delivered or performed by the specified time in this RFQ, without incurring any liability whatsoever in respect hereto.

10. **Decision by City**
The Bidder agrees by submitting a Quotation in response to this RFQ that the City has no obligation to reveal its decision in selecting a successful Bidder.

11. **Delivery Information**
    a) The prices stated in this RFQ cover the goods, materials, work, services, articles or equipment, referred to herein, being delivered F.O.B. destination, freight, express, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment, shall accompany each delivery thereof. A storekeeper's or other receiver's receipt shall not bind the City to accept the goods, materials, articles or equipment covered thereby, or the particulars of the delivery ticket or piece tally therefor.

b) In the event that goods, materials, articles or equipment, specified or called for herein, are to be furnished from a point outside Canada at a price which is expressly not to include importation charges into Canada or delivery in the Niagara Falls area, the Canada Customs Invoice in quadruplicate, with Bill of Lading, Export Entry form, Express receipt of advice of shipment by Parcel Post, shall be delivered to the Finance Department, P.O. Box 1023, Niagara Falls, Ontario, Canada, L2E 6X5.

c) Should an additional tax or duty or any variation in any tax or duty, become directly applicable to goods, materials, articles or equipment, specified or called for in this RFQ, subsequent to its submission by the Bidder and before the delivery of the goods, materials, articles or equipment, or the completion of the work or services covered thereby, pursuant to an official order issued by the City the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.

d) Unless otherwise stated, all goods, materials, articles or equipment supplied, and all work or services, performed, pursuant to this condition shall be subject to inspection by the City at the point of unloading or the site of the work or services. No extra charge shall be made by the supplier for packaging, packing or containers, unless otherwise indicated herein.

e) The Bidder agrees that the goods, materials, articles, equipment, work or services, specified or called for in or under this RFQ, will be delivered or completed within the period set out herein as the guaranteed period of delivery or completion after receipt of an official order therefor.

12. **Payment Schedule**

a) The normal payment term offered by the City of Niagara Falls is net 30 days. Payment term shall only be modified at the sole discretion of the City to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the City.

b) Invoices must be submitted to the Accounts Payable Department, City Hall, 4310 Queen St, Niagara Falls, ON L2E 6X5.

c) The Bidder agrees that the City shall be entitled to the discounts stated herein if the payment of invoices for the goods, materials, articles or equipment specified or called for in or under this RFQ, is made with the period specified herein after acceptance or satisfactory completion thereof, as the case may be, and the receipt by the City of the invoice therefor.

13. **Additional Requirements**

The Corporation of the City of Niagara Falls reserves the right to add or delete items listed herein following award of any Contract resulting from this RFQ. Unit prices stated by the Bidder shall apply.

INSTRUCTIONS TO BIDDERS

14. **Standards and Legislation: Failure to Comply**
The successful Bidder may be required to provide written documentation that all materials proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the successful Bidder must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Governments or any governmental agency as they pertain to the work described herein. Failure by the successful Bidder to comply with these laws, legislation, regulations and provisions shall be just cause for the City, at its discretion, to stop performance of the Contract resulting from this RFQ, until such times as the successful Supplier complies with these laws etc. Also, the City may, at its discretion, award the Contract to any other supplier or may re-issue the RFQ. The City may assess against the Supplier any damages whatsoever as a result of failure to comply.

15. **Warranties and Covenants**
The Supplier will represent, warrant and covenant to the City, and acknowledge that any supply as a result of this RFQ with the City will be in strict accordance with the functional and technical requirements set out in this RFQ.

16. **Extension of Purchase Order**
The time period duration of any Purchase Order issued by the City resulting from this RFQ may be extended for a specific period provided that both the City and the Supplier agree to such extension. The City may notify the Supplier at any time to seek an extension.

17. **Failure to comply with all Quotation Terms**
Failure to comply with all terms, specifications, requirements, conditions and general provisions of this RFQ, to the satisfaction of the City, shall be just cause for the cancellation of the Contract award. The City shall then have the right to award this contract to any other supplier or to re-issue the RFQ. The City shall assess against the Supplier any damages whatsoever as a result of failure to perform. In addition, the City may, at its discretion, stop the performance of this Contract until such time as the Supplier complies with all the provisions of this Contract.

18. **Termination for Convenience of the City**
The City of Niagara Falls, upon giving thirty (30) days written notice (unless a longer period is given) may terminate the Purchase Order, in whole or in part, when it is in the best interest of the City of Niagara Falls.

19. **Removal from Bidders List**
The City reserves the right to remove from its list of Bidders, for an indeterminate period, the name of any Bidder who fails to execute a Contract or for unsatisfactory performance on any previous or current contract held with the City or if the Bidder is currently involved in or responsible for litigation of any kind against the City.