



THE CORPORATION OF THE CITY OF NIAGARA FALLS
3200 STANLEY AVENUE, NIAGARA FALLS, ONTARIO, L2E 6S4
TELEPHONE 905-356-7521 FAX 905-356-1774
SUPPLY AND SERVICES

REQUEST FOR QUOTATION - RFQ08-2012

FURNITURE, FIXTURES AND EQUIPMENT
NIAGARA FALLS HISTORY MUSEUM

CLOSING DATE: February 28, 2012 - 2:00 p.m.

Quotation submissions in response to this RFQ must be delivered or faxed (905-356-1774) to the Supply and Services Section, 3200 Stanley Avenue, Niagara Falls Ontario, L2E 6S4. Bidders who are delivering their Quotation submissions are to use the attached delivery label, which is the last page of this RFQ, using their own envelope.

Quotation submissions are invited for the supply and delivery and placement where necessary of furniture, fixtures and equipment for the Niagara Falls History Museum, 5810 Ferry Street, Niagara Falls, Ontario, L2G 1S9 all in accordance with all pages of this RFQ. This Request for Quotation (RFQ) is also posted on the City of Niagara Falls web site at: <http://www.niagarafalls.ca/bids>

Questions and Site Examination

Questions regarding this Request for Quotation are to be sent in writing only to Mr. Raymond Miller, Manager of Supply and Services, City of Niagara Falls, E-mail: rmiller@niagarafalls.ca no later than 1:00 p.m., **February 17, 2012**. Questions received later than this stated date and time may not be acknowledged nor answered. For a **Site Examination** please contact Mr. Clark Bernat, Manager of Museums, City of Niagara Falls: E-mail: cbernat@niagarafalls.ca Bidders must not submit any questions to Mr. Bernat, to do so may result in the rejection of the Bidder's Quotation submission.

IMPORTANT:

Before submitting any questions to the City, Bidders must read the following statements:

- 1) The City will not pre-determine alternatives. It is up to the Bidder to suggest alternatives (if any). The City will not engage in a process of pre-approving any suggested alternative products that may be submitted to the City prior to the closing date of this Request for Quotation. The Bidder must consider the specifications and meet these specifications as appropriate.
- 2) The items and quantities listed are estimates only and **shall not** be understood as firm order amounts. The City reserves the right at its sole and unfettered discretion to select various items and quantities for ordering purposes or not to select any items or quantities for ordering purposes and may award selected items of its choice to one or more Vendors.

FURNITURE, FIXTURES AND EQUIPMENT
NIAGARA FALLS HISTORY MUSEUM

RFQ08-2012

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City of Niagara Falls RFQ08-2012
FURNITURE, FIXTURES AND EQUIPMENT
NIAGARA FALLS HISTORY MUSEUM
SECTION 1 - INSTRUCTIONS TO BIDDERS

1. Definitions:

“Bidder” means the company or person submitting a Quotation in response to this RFQ.

“City” shall be understood to mean The Corporation of The City of Niagara Falls.

“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 Bidder’s Quotation submission, and all Addenda and represents the entire agreement between the parties.

“Vendor” means the company to whom the City has issued a Purchase Order

“Purchase Order” means the official order as issued by the City to procure the items as described in this RFQ.

“Quotation” means the Bidder’s Quotation submission

“RFQ” shall refer to this Request for Quotation

2. RFQ Closing Time and Location

Quotations will be received in the Supply and Services Section 3200 Stanley Avenue, Niagara Falls, Ontario no later than 2:00 p.m. local time, **February 28, 2012**. Quotations received later than the time stated above may not be accepted. Bidders must instruct couriers and any who may be delivering your Quotation submission that the package or envelope must be delivered only to the front reception area at the Municipal Service Centre. Quotations delivered to any other facility or to any other area of the Municipal Service Centre may be rejected.

3. Bidding Procedure:

- a) Quotations must be submitted on the price schedule pages including attached warranty and compliancy details and any addenda to be either faxed to 905-356-1774 or enclosed in the Bidders own envelope with the label (last page of this RFQ) affixed to the envelope. No bid deposit is required to be submitted with the Bidder’s Quotation submission.
- b) All Price Schedule pages must be signed in the space provided on the form with the signature of the Bidder or responsible official of the firm submitting a Quotation.
- c) Bidder(s) will be permitted to withdraw their Quotation unopened after it has been deposited if such a request is received in writing to the City’s Manager of Supply & Services by the prior to the closing time specified herein.
- d) Collusion between Bidders will be sufficient cause for rejection of all Quotations so affected.
- e) The price(s) as submitted shall include the supply delivery and installation or placement of items as required, warranty and service of all items described herein to complete this RFQ to the satisfaction of the City of Niagara Falls.
- f) The City of Niagara Falls will make all necessary corrections to any Quotation which is in error through addition or extensions with the corrected value prevailing.

4. Specifications

The City retains the right not to accept a Quotation from any Bidder who is not compliant with the Specifications stated in this RFQ.

5. **Questions and Site Examination**

Questions regarding this Request for Quotation are to be sent in writing only to Mr. Raymond Miller, Manager of Supply and Services, City of Niagara Falls, E-mail: rmiller@niagarafalls.ca no later than 1:00 p.m., **February 17, 2012**. Questions received later than this stated date and time may not be acknowledged nor answered. For a **Site Examination** please contact Mr. Clark Bernat, Manager of Museums, City of Niagara Falls: E-mail: cbernat@niagarafalls.ca Bidders must not submit any questions to Mr. Bernat, to do so may result in the rejection of the Bidder’s Quotation submission.

6. 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 or all Quotations, in each case without giving any notice. The lowest or any Quotation will not necessarily be accepted. In no event will the City be responsible for the costs of the preparation of the submission of a Quotation from any Bidder.
- 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 failure to comply with the process for submission set out in the Instructions to 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 whatsoever, as a result of participating in this Request for Quotation, and by submitting a Quotation each Bidder shall be deemed to have agreed that it has no claim.
- d) The City reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of this RFQ and any subsequent procurement process, the assessment and evaluation of Quotation submissions, including the determination of criteria and choice of a Vendor, without incurring any liability whatsoever to any Bidder, including any liability for costs, expenses, losses or damages, and without giving any reason therefore.
- e) The City reserves the right to reject any Quotation submission which is restricted by any wording, sentences, clauses, copies or agreements or contract samples included by the Bidder in their Quotation submission. The City shall make the sole determination of which of the above constitutes a restriction. Also, Quotation submissions which are incomplete, conditional or obscure, or which contain additives not called for, erasures, alterations or irregularities of any kind, will be rejected
- f) 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 any reasons therefor.
- g) The City reserves the right to accept or to reject any or all of the Quotation submissions and the City reserves the right to proceed, in its sole and unfettered discretion, following receipt of the Quotation submissions, to issue a modified Request for Quotation for the project or to cancel the RFQ process and any subsequent procurement process including the Purchase Order issued to a Vendor.
- h) The City reserves the right to negotiate any terms or conditions whatsoever with any Bidder following receipt of Quotation submissions in response to this RFQ.
- I.) The Bidder agrees that by submitting a Quotation in response to this RFQ that the City has no obligation to reveal any information regarding any Quotation submitted to the City including the results of the RFQ process or any reasons for its decision in the choice of a Vendor or Vendors.
- j) The City reserve the right to waive informalities at its sole discretion.

7. Bidder's Submission

Bidders must submit the following documents with their Quotation Submission:

- All Price Schedule all pages and including attachments per Price Schedule Page PS4
- Any Addenda posted on the City's Bid Opportunities Web Page
- Full warranty and compliancy details on the items offered by the Bidder

8. Addenda and Written Communications

The City will not be responsible for any verbal (spoken) information from any City staff or staff from any or consultant retained by the City or from any other person or persons who may have an interest in this RFQ. Adjustments or changes to this RFQ prior to the closing date and time stated herein will only be by written addenda only and said addenda will be posted electronically on the City's Bid Opportunity Website. It is the Bidder's sole responsibility to view this site often prior to the closing date and time stated herein to make themselves aware of any or all addenda which can be downloaded from this site. Any Quotation submitted to the City that does not include the first page (completed and signed) of all addenda issued may be rejected.

The City's Bid Opportunity Web Site is: <http://www.niagarafalls.ca/bids>

9. Single Point of Contact

Other than as expressly permitted or required in, this RFQ, and without limiting any other restriction. Any attempt on the part of a Bidder or any of its employees, servants, agents, subcontractors, or representatives to contact anyone connected with this RFQ other than the City Representative identified in this RFQ, either directly or indirectly will lead to such Bidder's disqualification.

10. Publicity Regarding this RFQ and the Bidders Quotation Submission

Other than as expressly permitted or required in this RFQ, Bidders and their representatives shall not, with respect to this RFQ or a Bidder's Quotation submission, make any public comment, publicly promote or advertise their qualifications, their Quotation submission, or their interest in this competitive procurement process

11. Evaluation of Quotation Submissions

Refer to Price Schedule Page PS 4

12. RFQ Requirements and the City's Rights

Notwithstanding any terms or conditions contained in this RFQ, the Corporation of the City of Niagara Falls reserves the right to add or delete requirements listed in this RFQ at any time. Also the City may issue a Purchase Order to one more Vendors and to select products from one or more Vendors that provide the best value for and are in the best interest of the City or to cancel this RFQ for reasons that are in the best interest of and provide the best value for the City. The Bidder by submitting a Quotation in response to this RFQ thereby acknowledges that the City has all rights as stated in this RFQ.

13. Taxes

All Taxes to be extra to the prices stated on the Price Schedule.

14. Delivery of Quotation Submission

For those Bidders who are delivering their Quotation submissions, the attached delivery label (last page) is to be affixed (glued) to an appropriate sized envelope, approximately 9" x 12" and submitted to the Corporation of the City of Niagara Falls prior to the closing date. Quotations can also be faxed to 905-356-1774. Do not attach delivery label to faxed Quotations. Delivered Quotations must only be to the Front Reception, Municipal Service Centre, 3200 Stanley Avenue, Niagara Falls, Ontario. Quotations delivered to any other section of the Municipal Service Centre, or any other location, or facility will result in the rejection of the Bidder's Quotation submission.

15. Clarification

It will be the Bidder's responsibility to clarify any details in question before submitting a Quotation. Unless otherwise stated, all official correspondence regarding this RFQ should be directed in writing to and will be issued by the Manager of Supply and Services or designate for The Corporation of the City of Niagara Falls. The City will assume no responsibility for oral instruction or suggestion.

16. **Withdrawal of Quotations**

Companies will be permitted to withdraw their Quotation submission, unopened after it has been deposited, if such a request is received by the Manager of Supply and Services or designate in writing, prior to the time specified for the closing of this RFQ.
17. **Error & Correction**

The City will make all necessary corrections to any Quotation submitted which is in error through addition or extension; the corrected value prevailing.
18. **Notification to Bidders**

Any notice that the City may be required or desired to give to the Bidder shall for all purposes be deemed to have been sufficiently and properly given if posted on the City's Bid Opportunities Web Page. It is the Bidder's sole responsibility to check the said Web Page to avail themselves of any posted RFQ or any addenda. The City's Bid Opportunities Web Page is: www.niagarafalls.ca/bids
19. **Adherence to Requirements**

The Bidder is requested to adhere strictly to all requirements and complete all sections of this RFQ including all appendices and addenda. Failure to do so may be sufficient cause for rejection of the Bidder's Quotation.
20. **Taxes**

All taxes are extra.
21. **Freedom of Information**

Any information including the requirements as described in this RFQ, and including 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 RFQ 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.
22. **Quotation Submissions Irrevocable**

The Quotations received from Bidders are to be irrevocable and open for acceptance for a period of not less than ninety (90) days after the stated RFQ closing date.
23. **Canadian Funds and Firm Prices**

The prices quoted are to be in Canadian Funds and firm until delivery, acceptance and payment by the City for the work and services stated in this RFQ.
24. **Time is of the Essence**

The City shall have the right to cancel at any time any contract or any part of any contract resulting from this RFQ in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the RFQ, without incurring any liability whatsoever in respect hereto.
25. **Contract**

Prior to an award, this RFQ and the Quotation submitted by the Bidder becomes part of the Contract. The Bidder must accept the City's Purchase Order which will supersede all other contracts. The City reserves the right to reject any Quotations submitted which may be restricted by the clauses or by any agreements or by restrictive statements of any kind in a Bidder's Quotation submission.
26. **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 a duly authorized person.

27. Omission & Mis-statements

- a) The several parts of the RFQ shall be taken together to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or misstated, which is necessary for the proper performance and completion of any or the requirements of the RFQ contemplated, the Vendor shall, at the Vendor'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 requirements hereby contracted for; nor shall such decision or correction entitle the Vendor to any extension of time for the delivery of the items stated herein.
- b) It is to be understood that all terms and conditions, specifications, drawings, plans, all RFQ clauses, and the complete RFQ as originally issued by the Supply and Services Section of The Corporation of the City of Niagara Falls 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.

28. Standards and Legislation: Failure to Comply

The Vendor may be required to provide written documentation that all materials proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the Vendor must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Governments or any governmental agency as they pertain to the specifications described herein. Failure by the Vendor to comply with these laws, legislation, regulations and provisions shall be just cause for the City, at its sole and unfettered discretion, to cancel the award and issue an award to any other Vendor or may re-issue the RFQ. The City may assess against the Vendor any damages whatsoever as a result of failure to comply.

29. Failure to Comply with all RFQ Terms

Failure to comply with all terms, specifications, requirements and conditions of this RFQ including delivery, 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 Vendor or Vendors or to re-issue the RFQ. The City shall assess against the Vendor any damages whatsoever as a result of failure to comply with the said terms, specifications, requirements, conditions and delivery.

30. Goods and Materials Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or contract based on this RFQ, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

31. Completion of Contract Terms and Conditions

- a) The goods, materials, articles, equipment, work or services, specified or called for in or under this RFQ shall be delivered or completely performed, as the case may be, by the Vendor as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion.
- b) The Bidder agrees to furnish to the City, in conformity with the conditions set out herein and with any specifications, plans, price schedules, samples, instructions, addenda or other details, provided in connection therewith or referred to therein, the goods, materials, articles, equipment, work or services so specified or called for in this RFQ at the prices quoted herein and upon receipt of an official order therefor.

32. 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.

33. Patents, Intellectual Property Rights, Copyright, Trademarks, Technology Rights

By submitting a Quotation, the Bidder warrants that the information contained in its Quotation submission does not infringe any Patents, Intellectual Property Rights, Copyright, Trademarks, Technology Rights of any Third Party and agrees to defend the City at the Bidder's own expense, including all legal and court fees, in all suits, actions or proceedings in which the City 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's contractual relationship with the Vendor and the Vendor'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. The Bidder agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal and court costs, which may arise out of the City'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 Bidder that these covenants are irrevocable and perpetual.

34. Payment

- a) The normal payment terms offered by The Corporation of the City of Niagara Falls is net 30 days. Payment terms 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) The Bidder agrees that the City shall be entitled to the discount stated herein if payment of invoices for the goods, materials, articles or equipment, work or services, specified or called for in or under this RFQ, is made within 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.

35. Quotation Preparation Costs

The City shall not be responsible for the costs incurred by any Bidder to prepare and submit a Quotation or any subsequent documents relating to their Quotation submission.

36. 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.

37. Erasures and Alterations

Any erasures, alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Quotation submission by the City.

38. Extension of Purchase Order

The time period duration of any Purchase Order issued as a result of this RFQ may be extended for a specific period provided that both the City and the Vendor agree to such extension. The City may notify the Vendor at any time to seek an extension.

39. Additional Requirements

The Corporation of the City of Niagara Falls reserves the right to add new items not listed herein or delete items listed herein following the award of a Purchase Order resulting from this RFQ. The unit prices stated by the Bidder shall apply to stated items listed herein. For items not listed herein, the City will negotiate a price with the Vendor. There is no time limit to the right of the City to add or delete items.

40. 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 Vendor 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.

41. W.H.M.I.S. Requirements

The Vendor 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 Vendor.

42. Notification of Potential Bidders Not Guaranteed

The City posts notification of all RFQ's on its Bid Opportunities Web Page. Bidders are to review the City's Web Site to inform themselves of any RFQ's. The City shall not guarantee that any previous Bidders shall be notified by any means electronic or otherwise of any RFQ. It is the responsibility of any potential Bidder to make inquiries with the Supply and Services Section of the City regarding any current or upcoming RFQ.

43. 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 accept a Purchase Order issued by the City 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.

44. Indemnification

- a) The Vendor shall indemnify and save harmless the City from and against all claims, actions, losses, expenses, costs, demands, suits and other proceedings or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer as a result of the negligence of the Vendor, its employees, officers or agents in performance of the Contract.
- b) The Vendor shall indemnify and save harmless the City from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer as a result of misuse, misappropriation or alleged misuse or misappropriation by the Vendor, its employees, officers or agents of intellectual property in the performance of the Contract; and
- c) The City agrees to indemnify and save harmless the Vendor from and against any and all claims, losses, damages, liability and costs arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Vendor in the performance of supplying goods to the City.

45. Insurance

If requested by the City, the Contractor shall be required to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of this Contract, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of the Contractor's Services: The cost of any required insurance shall be borne entirely by the Contractor and must be included in the prices as stated by the Bidder on the Price Schedule Pages. A copy of the City's Certificate of Insurance is included as Section 4: Appendix to this RFQ.

- a) Comprehensive General Liability, provided that the policy:
 - .1 is in the amount of not less than Five Million Dollars (\$5,000,000), per occurrence;
 - .2 add the City as additional insured;
 - .3 has provisions for cross-liability as between the Contractor and the City, broad form contractual liability, owner's/contractor's protective liability, contingent employer's liability, employers liability, non owned automobile liability and personal injury liability;
 - .4 provides non-owned automobile coverage; and
 - .5 provides for thirty (30) days' prior written notice of cancellation or material change;
- b) The Contractor shall also furnish the City with a certified copy of a Standard Automobile Liability Insurance Policy on all owned and leased vehicles with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury and property damage with a deductible not greater than Five Thousand Dollars (\$5,000.00);
- c) All policies listed above:
 - .1 Shall apply as primary insurance and not excess to any other insurance available to the City; and
 - .2 To remain in force until final acceptance of the Work described herein by the City; and
- d) At the expiry date of the policies, the Contractor shall provide original signed Certificates or electronic equivalents thereof, evidencing renewals or replacements to the City prior to the expiration date of the original policies, without notice or request by the City.

46. Workplace Safety and Insurance Board Documentation

If requested by the City, the Contractor must provide proof of valid and current documentation from the Workplace Safety and Insurance Board that its employees who may be delivering and placing any items as described in this RFQ are fully covered by the provisions of the WSIB.

47. Bidder's 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.

48. Limitation and Waiver of Damages

The Bidder, by submitting a Quotation, agrees that it will not claim damages, for whatever reason, relating to the 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.

49. Order of Precedence

In the event of any inconsistency or conflict in the contents of the following which shall take precedence and govern in the following descending order:

- Purchase Order
- Addenda (if any) as issued
- RFQ as issued by the City
- Quotation submission received from the Bidder

50. 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. Bidder's shall not use their Quotation 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 receiving 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.

51. 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 may 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 City contact person 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 by purchase order or other means. 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 Bidders 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 the requirements of this RFQ or their authorized designates.

52. Quotation Submission and Correspondence in English

Quotation submissions 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.

53. 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.

54. Agreement with Terms

By submitting a Quotation the Bidder thereby acknowledges and 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 or addenda. To do so will result in the rejection of the Bidder's delivered Quotation submission.

55. Modification of Terms and Addendums

The City reserves the right to modify the terms of the RFQ. Any modifications or changes to the RFQ will be issued in the form of an addendum or addenda. The RFQ and any addenda will be posted on the City's Bid Opportunities Web Site. It is the sole responsibility of any potential Bidder to check this Web Page often to inform themselves of any posted addenda. www.niagarafalls.ca/bids

56. Litigation with The City

No Quotation submission will be accepted from any Bidder or any related company who has a claim or has instituted a legal proceeding against the City or against whom the City has a claim or has instituted a legal proceeding, without the prior approval of City Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFQ.

57. 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 this 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 RFQ 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 choice, if any, of a Vendor or Vendors 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 lowest priced Quotation submission received will not necessarily be accepted.
- e) The issuance of this RFQ and the receipt of any Quotation submission by any Bidder does not commit the City to award a Purchase Order 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.

58. 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.

59. Decision by City

The Bidder agrees that by submitting a Quotation in response to this RFQ that the City has no obligation to reveal any information regarding any Quotation submitted to the City including the results of the RFQ process or any reasons for its decision in the choice of a Vendor or Vendors.

60. Negotiations

- a) 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. Also, the City may reject all Quotations received and enter into negotiations with any company it deems suitable to complete this project to the entire satisfaction of the City.
- 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 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 Quotation for the project or entering into contract negotiations with any Bidder.
- d) The lowest priced Quotation submission received will not necessarily be accepted.
- e) The issuance of this RFQ and the receipt of any Quotation submission by any Bidder does 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.

61. Budget Limitations

Award of any work resulting from this RFQ is subject to the limits of the City of Niagara Falls budget for this project. Bidders shall have no claim if the City cancels this RFQ process or any subsequent procurement process as a result of the lowest or any Quotation Submission that does not meet the limitations of the approved budget for this project.

City of Niagara Falls
Request for Quotation RFQ08-2012
SECTION 2 - PRICE SCHEDULE
FURNITURE, FIXTURES AND EQUIPMENT
NIAGARA FALLS HISTORY MUSEUM

I/We the undersigned hereby submit prices, (taxes extra), for the supply and delivery and placement where necessary of furniture, fixtures and equipment for the Niagara Falls History Museum, 5810 Ferry Street, Niagara Falls, Ontario, L2G 1S9 which is to be in accordance with the Instructions to Bidders Price Schedule, Specifications and all pages of this RFQ. The Price Schedule Forms must be completed and signed by the Bidder. Quotations submitted without the Price Schedule pages completed and signed and without the warranty and compliancy information and all other required information attached to this Price Schedule Form will be rejected. Prices to be stated must be for new items only.

Description	Total Bid Price
Total of all prices per Price Schedule Pages PS 2-PS3	\$
H.S.T. (13%) applicable	\$
TOTAL BID PRICE including all taxes and all other costs to the City of Niagara falls	\$
Delivery and installation must be completed no later than April 30, 2012 . Bidder to sign in column to the right indicating compliancy with this request	Bidder's Signature

Description	Bidder to complete:
Vendor or Company Name	
Address: Street # and name	
Municipality - Province- Postal Code	
Telephone Number	
Fax Number	
E-mail of person signing below	
I have the authority to bind the company Authorized Signature	
Name of above signed person <i>please print or type</i>	
Date Signed	

Bidder's must attach all compliancy and warranty information and all other required information to the Price Schedule Pages. Quotations submitted without all required information attached to the Price Schedule Pages will be rejected.

City of Niagara Falls
Request for Quotation RFQ08-2012
SECTION 2 - PRICE SCHEDULE
FURNITURE, FIXTURES AND EQUIPMENT
NIAGARA FALLS HISTORY MUSEUM

Company Name of Bidder	
Signature of Company Official	

Prices stated by the Bidder must be for items that are compliant with the Specifications - Section 3 of this RFP. Prices to include supply of item, delivery, placement, warranty and all other costs, taxes extra. Taxes to be added on Price Schedule Page PS 1.

The items and quantities listed are estimates only and shall not be understood as firm order amounts. The City reserves the right at its sole and unfettered discretion to select various items and quantities for ordering purposes or not to select any items or quantities for ordering purposes and may award selected items of its choice to one or more Vendors.

Item	Tag #	Title Description For full Description refer to Specifications	Price Each Taxes extra	Extended Price Taxes extra
1	-----	This Item Deleted	-----	-----
2	015A	Flat Drawing File - Quantity: 3	\$	\$
3	102A-B 205A-H	Lobby Reception Desk Task Chairs Quantity: 10	\$	\$
4	102C -F	Lobby Bench Seating Quantity: 4	\$	\$
5	102G -H	Lobby Area Tables Quantity: 2	\$	\$
6	107A -F	Waste Receptacles - Price per Set	-----	-----
	107A-B	Quantity 2 sets : with 3 units/set	\$	\$
	107C	Quantity 1 set: with 2 units/set	\$	\$
	107D	Quantity 1: with 1 unit/set	\$	\$
	107E	Quantity 1: with 1 unit/set	\$	\$
	107F	Quantity 1: with 1 unit/set	\$	\$
7	108A	Coffee Cart - Quantity: 1	\$	\$
8	108B	Refrigerator - Quantity: 1	\$	\$
9	115A	Removable Small Stage - Quantity: 1	\$	\$
10	115B	Stackable Chairs - Quantity: 70	\$	\$
11	115Bb	Stackable Chair Dolly - Quantity: 3 (note: qty. change from specifications)	\$	\$
12	115CF	Square Table (Flip Top) Quantity: 12	\$	\$

City of Niagara Falls
Request for Quotation RFQ08-2012
SECTION 2 - PRICE SCHEDULE
FURNITURE, FIXTURES AND EQUIPMENT
NIAGARA FALLS HISTORY MUSEUM

Company Name of Bidder	
Signature of Company Official	

Prices stated by the Bidder must be for items that are compliant with the Specifications - Section 3 of this RFP. Prices to include supply of item, delivery, placement, warranty and all other costs, taxes extra. Taxes to be added on Price Schedule Page PS 1.

The items and quantities listed are estimates only and shall not be understood as firm order amounts. The City reserves the right at its sole and unfettered discretion to select various items and quantities for ordering purposes or not to select any items or quantities for ordering purposes and may award selected items of its choice to one or more Vendors.

Item	Tag #	Title Description For full Description refer to Specifications	Price Each Taxes extra	Extended Price Taxes extra
13	115C	Square Table (Non-Folding) Quantity: 6	\$	\$
14	204A	White / Cork Board - Quantity: 1	\$	\$
15	204B	Cork Notice Board - Quantity: 1	\$	\$
16	204C	In/Out Notice Board - Quantity: 1	\$	\$
17	204D	Large White Board - Quantity: 1	\$	\$
18	205J	Coat Hook supply only - Quantity: 4 Delete reference in specifications to mounting of hooks	\$	\$
19	206A - E	5 high Lateral File Quantity: 5	\$	\$
20	210A	Coat Tree - Quantity: 1	\$	\$
21	210B -E	Stand-Alone Desk or Desk with R/L Desk Top HT Returns - Total Quantity: 8	-----	-----
	210B	stand alone double desk -Quantity 1	\$	\$
	210C	SP desks with left returns -Quantity 3	\$	\$
	210D	SP desks with right returns - Quantity 3	\$	\$
	210E	SP desk with LF as specified -Qty 1	\$	\$
22	210F	2 high Locker - Quantity: 6 Sets for next column: state price per set	\$	\$
23	210G	U/C Refrigerator - Quantity: 1	\$	\$
24	211A-D	2 high Lateral File Quantity: 4	\$	\$
25	2XX	Small Round Meeting Table - Quantity: 1	\$	\$

Bidder to transfer the total of extended prices for above pages: PS 2, and PS 3 to Page PS 1

City of Niagara Falls
Request for Quotation RFQ08-2012
SECTION 2 - PRICE SCHEDULE
FURNITURE, FIXTURES AND EQUIPMENT
NIAGARA FALLS HISTORY MUSEUM

Company Name of Bidder	
Signature of Company Official	

Specific Instructions:

Attachments to the Price Schedule Pages:

1) Bidders must attach separate pages stating compliancy for each item listed on Pages PS2 and PS 3 Any alternatives to the above items are to be stated on these separate pages. The City will solely determine if the alternatives will be acceptable. Quotations submitted without this information attached may be rejected.

2) Bidders must attach complete warranty details for all products and items offered by the Bidder. Warranty details must include details of length of warranty, where repairs (if any) will take place, and all other pertinent details. The prices stated by the Bidder on the Price Schedule pages must include the warranty for each item offered. Quotations submitted without the warranty information attached will be rejected.

IMPORTANT:

Before submitting any questions to the City, Bidders must read the following statements:

1)The City will not pre-determine alternatives. It is up to the Bidder to suggest alternatives (if any). The City will not engage in a process of pre-approving any suggested alternative products that may be submitted to the City prior to the closing date of this Request for Quotation. The Bidder must consider the specifications and meet these specifications as appropriate.

2) The items and quantities listed are estimates only and shall not be understood as firm order amounts. The City reserves the right at its sole and unfettered discretion to select various items and quantities for ordering purposes or not to select any items or quantities for ordering purposes and may award selected items of its choice to one or more Vendors.

Evaluation of Quotation Submissions

Quotation submissions will be evaluated on compliance with all requirements of this RFQ, experience of the Bidder in performing the work or providing the services requested in this RFQ, past performance with City (for previous work or services performed or completed for the City as applicable), delivery or completion time for performing work or services stated in this RFQ and compliance of the Bidder to match the product specifications as stated in this RFQ **and** not price alone. The City may, at its sole and unfettered right, review all products offered and select products from one or more Vendors that provide the best value for and are in the best interest of the City. The City's determination as to its selection of products shall be final and by submitting a Quotation submission in response to this RFQ, the Bidder agrees that the City has the right of the said selection.

City of Niagara Falls
 Request for Quotation RFQ08-2012
 SECTION 2 - PRICE SCHEDULE
 FURNITURE, FIXTURES AND EQUIPMENT
 NIAGARA FALLS HISTORY MUSEUM

**SECTION 2.0 PRICE SCHEDULE
 STATEMENT A REFERENCE FORM**

Bidding Company Name:	
-----------------------	--

Bidder's shall list below a minimum of three (3) or more references for similar work/services during the past three (3) years. **Do not include the City of Niagara Falls as a named reference.**

Any quotation submitted that does not include this Form will be rejected by the City. Companies stated by the bidder as references will be contacted by City of Niagara Falls Staff. Both written and telephone (oral) references checks received by the City will be accepted as binding upon the bidder. References received which are negative or indicate past performance issues may be cause for the City to reject the bidder's quotation submission. Bidders also upon request by the City may be required to furnish satisfactory evidence as to their experience, capacity and financial resources.

Reference #1	Do not include the City of Niagara Falls as a named reference.
Company Name	
Address (Street and #)	
City, Province, Postal Code	
Contact Person and Phone #	
Date of Completion of Contract	
Reference #2	Do not include the City of Niagara Falls as a named reference.
Company Name	
Address (Street and #)	
City, Province, Postal Code	
Contact Person and Phone #	
Date of Completion of Contract	
Reference #3	Do not include the City of Niagara Falls as a named reference.
Company Name	
Address (Street and #)	
City, Province, Postal Code	
Contact Person and Phone #	
Date of Completion of Contract	
Date of Completion of Contract	

City of Niagara Falls
Request for Quotation RFQ08-2012
SECTION 3 - SPECIFICATIONS
FURNITURE, FIXTURES AND EQUIPMENT
NIAGARA FALLS HISTORY MUSEUM

The Specifications Section and layout details as prepared by Moriyama & Teshima Architects are attached.

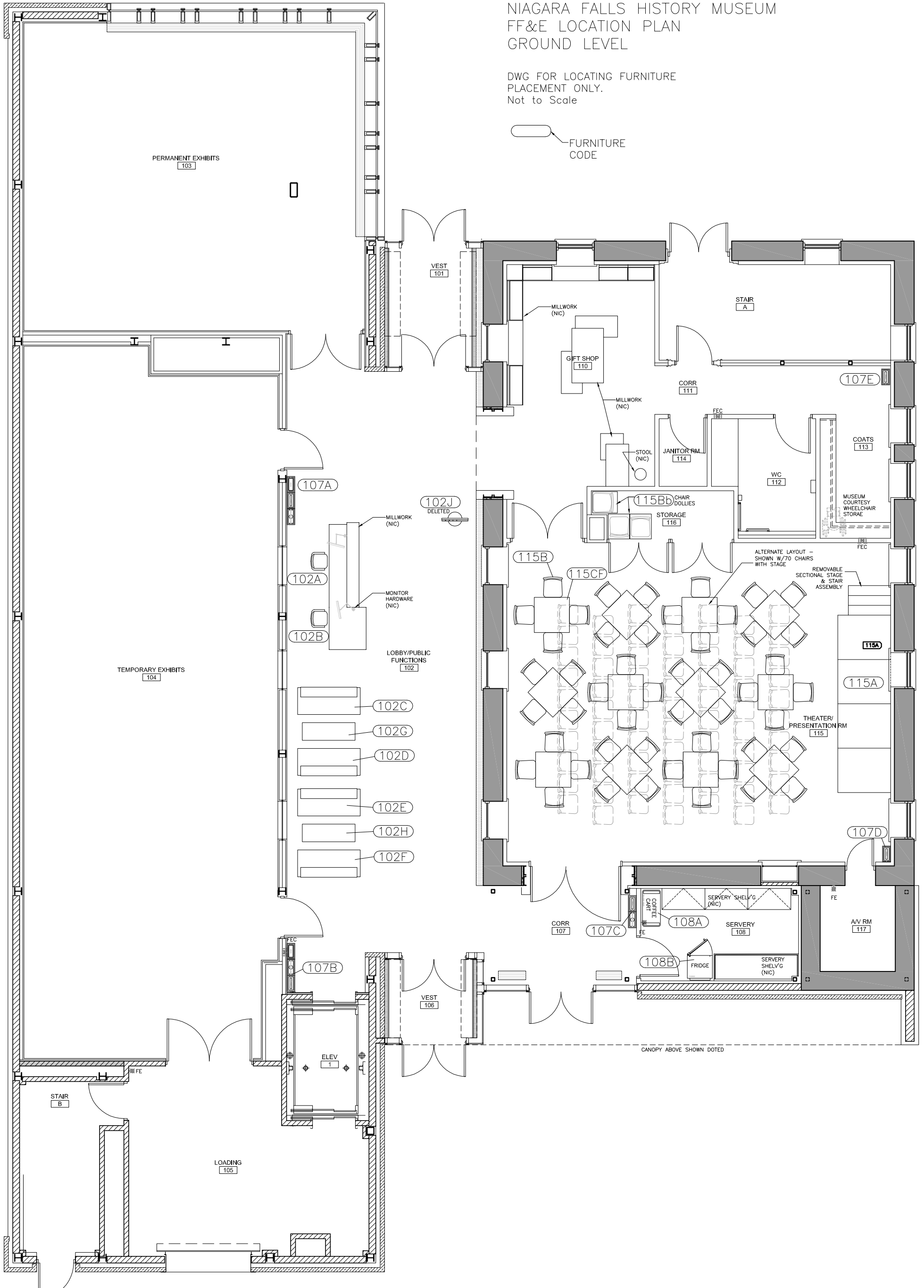
Specifications: 13 Pages: FFE-1 to FFE-13 (Revised: 03/02/2012)

Layout Pages: 3 Pages: - Basement Level
- Ground Level
- 2nd Floor Level

NIAGARA FALLS HISTORY MUSEUM
 FF&E LOCATION PLAN
 GROUND LEVEL

DWG FOR LOCATING FURNITURE
 PLACEMENT ONLY.
 Not to Scale

FURNITURE
 CODE



PERMANENT EXHIBITS
 103

TEMPORARY EXHIBITS
 104

LOBBY/PUBLIC
 FUNCTIONS
 102

102A

102B

102C

102D

102E

102F

102G

102H

102I

102J

102J
 DELETED

107A

107B

107C

107D

107E

107F

107G

107H

107I

107J

107K

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107Q

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107CM

107CN

107CO

107CP

107CQ

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107CT

107CU

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107EH

107EI

107EJ

107EK

107EL

107EM

107EN

107EO

107EP

107EQ

107ER

107ES

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107EU

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107EX

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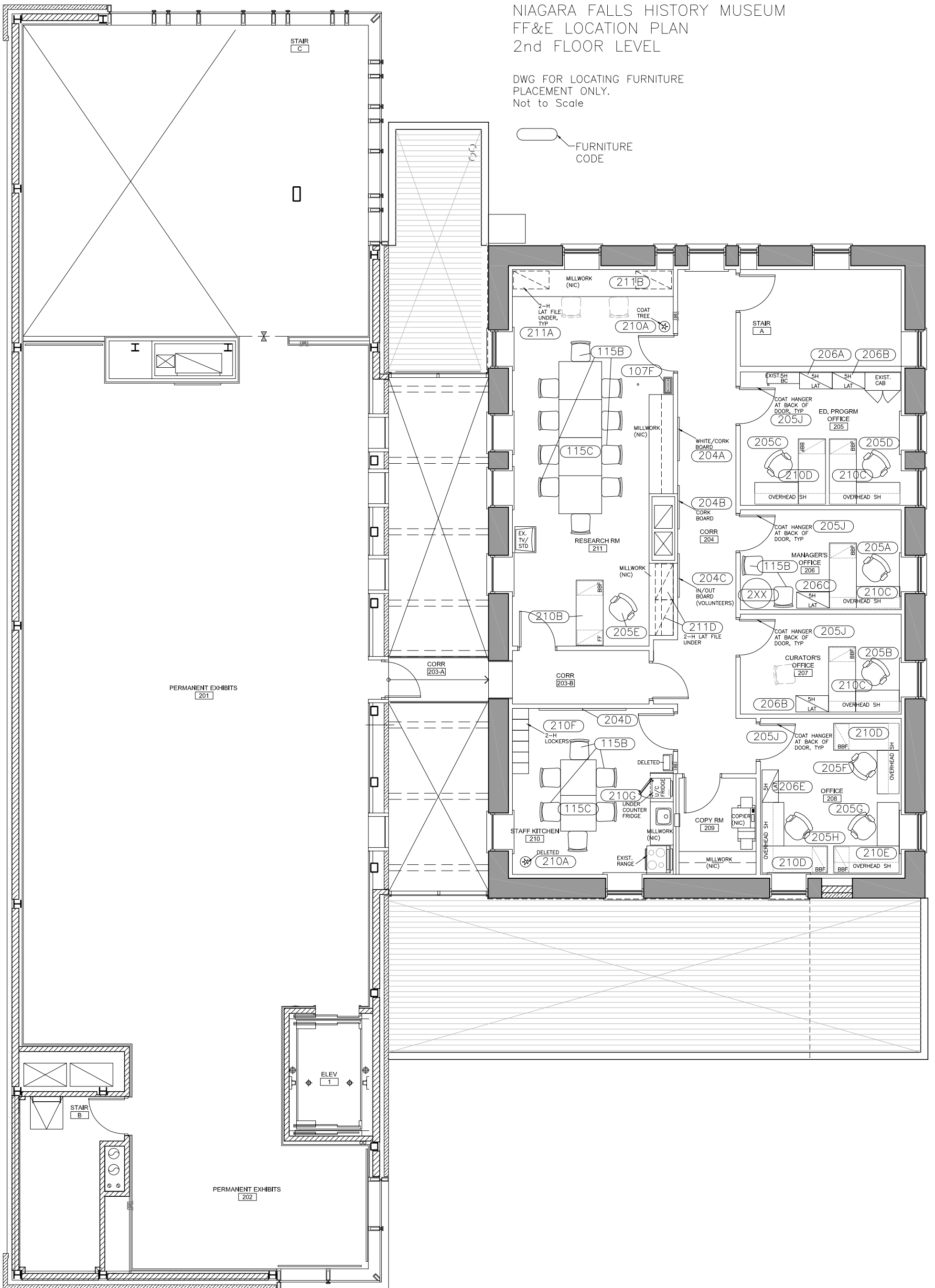
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NIAGARA FALLS HISTORY MUSEUM
 FF&E LOCATION PLAN
 2nd FLOOR LEVEL

DWG FOR LOCATING FURNITURE
 PLACEMENT ONLY.
 Not to Scale



**SECTION 4 - APPENDIX
STANDARD CERTIFICATE OF INSURANCE**

This form must be completed and signed by your insurer or insurance broker.

Note:

1. Proof of insurance will be accepted on this form only (with no amendments).
2. Insurance company must be licensed to operate in Canada.

This is to certify that the Insured, named below, is insured as described below.

Insured: Name & Address:	Telephone Number: ()
	Fax Number: ()
Location and nature of operation or contract to which this Certificate applies:	

Type of Insurance	Company & Policy #	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 - Primary Comprehensive General Liability (Occurrence Basis)				Bodily Injury & Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury & Property Damage \$ _____ Inclusive
Section 3 Excess / Umbrella				\$ _____ Inclusive
Section 4 Additional Insureds as required by contract: 1. The Corporation of the City of Niagara Falls 2. Other: _____				

PROVISIONS / AMENDMENTS / ENDORSEMENTS:

- A. Comprehensive General Liability Insurance (and Excess, if any) is extended to include the following coverage: Cross Liability and Severability of Interest Clause, Premises and Operations Liability, Blanket Contractual Liability, Products / Completed Operations, Personal Injury, and Non-Owned Automobile Liability.
- B. With respect to the Comprehensive General Liability Insurance (and Excess, if any), THE CORPORATION OF THE CITY OF NIAGARA FALLS, its officers and/or officials, employees and volunteers (and "other" entities as outlined in Section 4 above) have been added as Additional Insureds but only with respect to liability arising out of the operations of the Named Insured.
- C. The Comprehensive General Liability Insurance (and Excess, if any) Policy(ies) identified above shall protect each Insured in the same manner and to the same extent as though a separate policy has been issued to each, but shall not increase the Limits of Liability as identified about beyond the amount or amounts for which the company would be liable if there had been only one Insured. Any failure to comply with any provision of the insurance policy by the Named Insured shall not affect coverage provided to The Corporation of the City of Niagara Falls.
- D. The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to THE CORPORATION OF THE CITY OF NIAGARA FALLS.
- E. If cancelled or changed to reduce the coverage as outlined on this Certificate, during the period of coverage as stated herein, thirty (30) days (ten (10) days if cancellation is due to non-payment of premium) prior written notice by registered mail will be given by the Insurer(s) to:

**THE CORPORATION OF THE CITY OF NIAGARA FALLS - LEGAL SERVICES DEPARTMENT
4310 QUEEN STREET, P.O. BOX 1023
NIAGARA FALLS, ONTARIO L2E 6X5**

This certificate is executed and issued to the aforesaid Corporation of the City of Niagara Falls, the day and date herein written below.

Name of insurance company or broker (completing form):		Telephone number: ()
Address:		Fax number: ()
Name of authorized representative or official (please print):	Signature of authorized representative or official:	Date (year, month, day):

PROOF OF LIABILITY INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY (WITH NO AMENDMENTS)

FROM:

RFQ08-2012

Furniture, Fixtures and Equipment

Niagara Falls History Museum

CLOSING: February 28, 2012 - 2:00 p.m.

Quotation Submission

DELIVER UNOPENED TO:

The City of Niagara Falls
Municipal Service Centre
Front Reception
3200 Stanley Avenue
Niagara Falls, Ontario
L2E 6S4

ATTENTION: SUPPLY & SERVICES