



NOTICE TO POTENTIAL BIDDERS

Date: Friday, March 15, 2019

Request for Quotation : EPRFQ 2019-35055

For the supply of Flusher Truck and Sweeper Truck Services (including Drivers) to Exhibition Place as requested for a one-year period commencing April 1, 2019 with two (2) additional one (1) year options to renew.

Please review the attached document and submit your bid to the address noted below by the closing deadline of **12:00 AM (Toronto time) on Friday, March 22, 2019.**

Bids will not be considered unless they are received by the date and time specified above and received at the address specified below.

Submission by e-mail is acceptable.

Deadline for Questions: (must be in writing)	Wednesday, March 20, 2019 at 12:00pm EST
Mandatory Information & Site Meeting:	Not Applicable
Board Contact:	Drew Campbell, Buyer Telephone: 416-263-3630 Email: dcampbell@explace.on.ca

For convenience you may affix the following address label to the envelope(s) containing your submission.

COMPANY NAME:	
RFQ No.:	EPRFQ 2019-35055
CLOSING DEADLINE: 12:00 AM (Local time)	<u>Friday, March 22, 2019</u>
DELIVER TO:	Drew Campbell, Buyer Enercare Centre 100 Princes' Blvd., Suite 1 Exhibition Place Toronto, Ontario M6K 3C3

Exhibition Place will not be held responsible for submission documents submitted in envelope(s) that are not labelled in accordance with the above instructions.

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1.0 CONTACTS

- 1.1 Should Bidders have any questions about any aspect of this Request for Quotation (RFQ), they should direct their inquiries in writing by e-mail, to the attention of:

Drew Campbell
Buyer
Telephone: 416-263-3630
E-mail: dcampbell@explace.on.ca

- 1.2 Bidders are required to submit written questions and concerns to the contact specified in Section 1.1, no later than three (3) Business Days prior to the Closing Deadline. Addenda may be issued as a result of questions and comments received prior to the Deadline for written questions at the sole discretion of the Board. Questions received after the Deadline for written questions may not be addressed.
- 1.3 If the Board does not amend the RFQ by way of addendum then the requirements of the RFQ remain unchanged. Additional terms or exceptions submitted with the Quotation will not be considered and will render the Quotation non-compliant.

2.0 DEFINITIONS

2.1 Definitions

Throughout this Request for Quotation, unless inconsistent with the subject matter or context.

"Agreement" or "Contract" means any written contract between the Board and a Bidder with respect to the Goods or Services contemplated by this RFQ, and shall be deemed to include the terms and conditions for the provision of the Goods or Services as set out in this RFQ. If the value of the Services is \$100,000 or less, the Agreement may be in the form of a Purchase Order.

"Bidder" means a legal entity that submits a Quotation. In the case of a consortium, one member of the consortium must be identified as the Bidder with whom the Board may enter into an Agreement.

"Board" means The Board of Governors of Exhibition Place being a local board of the City as continued by Section 407 of the *City of Toronto Act, 2006*.

"Board Contact" means the Board employee(s) designated as Board Contact on the Notice to Potential Bidders for all matters related to the RFQ call process.

“Board’s Representative” means Exhibition Place staff person designated as the contact for the Successful Bidder for delivery of the Goods or Services following execution of the Agreement.

“City” means the City of Toronto as continued by the *City of Toronto Act, 2006*.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFQ process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Quotation that is confidential to the Board and not available to other Bidders; (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process including the giving of a benefit of any kind, by or on behalf of the Bidder to anyone employed by, or otherwise connected with, the Board or City; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFQ process and render that process non-competitive and unfair; or

(b) in relation to the performance of its contractual obligations in the Board contract, the Bidder’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

“Council” means Council of the City of Toronto.

“Goods” means the supply and delivery of the items required in this RFQ.

"May" and "should" used in this RFQ denote permissive (not mandatory).

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*.

"Must", "shall" and "will" used in this RFQ denote imperative (mandatory), meaning Quotations not satisfying imperative (mandatory) requirements will be deemed to be non-compliant and will not be considered for contract award.

“Quotation” means an offer submitted by a Bidder in response to this RFQ, which includes all of the documentation necessary to satisfy the submission requirements of the RFQ.

“RFQ” means this Request for Quotation package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the Board.

“Services” means all services and deliverables to be provided by a Bidder as described in this RFQ.

“Successful Bidder” or “Vendor” means the Bidder or Bidders with whom the Board enters into an Agreement.

2.2 Interpretation

In this RFQ and in the Agreement, unless the context otherwise necessitates,

- (a) any reference to an officer or representative of the Board shall, as the case may be, be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;
- (b) a reference to any *Act*, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any *Act*, by-law, rule or regulation or provision enacted in substitution thereof or amendment thereof;
- (c) all amounts are to be expressed in Canadian dollars and are to be secured and payable in Canadian dollars;
- (d) all references to time shall be deemed to be references to current time in the City of Toronto;
- (e) a word importing only the masculine, feminine or neuter gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
- (f) any words and abbreviations which have well-known professional, technical or trade meanings are used in accordance with such recognized meanings;
- (g) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants; and
- (h) all index and reference numbers in the RFQ or any related Board document are given for the convenience of Bidders and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

3. RFQ PROCESS TERMS AND CONDITIONS

This RFQ process is governed by the terms and conditions in Appendix ‘A’.

4.0 PURPOSE

4.1 Invitation and Objectives

The Board invites quotations from qualified firms experienced in supplying Flusher and Sweeper Truck Services. These goods must be delivered in accordance with the terms and conditions, scope of work, policies and procedures in this RFQ.

The Board's objectives in issuing this RFQ are to enter into an Agreement with one (1) Vendor to supply and deliver the required goods.

4.2 Mandatory Site / Information Meeting N/A

4.3 Background

The Exhibition Place Site

Exhibition Place is a 192-acre site owned by the City of Toronto and managed by the Board. Strategically located on the waterfront, Exhibition Place is the largest conference and entertainment site in Toronto. It boasts several historically and architecturally significant facilities, heritage buildings, open parks and gardens. Among its conference facilities are the Enercare Centre, Beanfield Centre and Hotel X Toronto. Its sports facilities include BMO Field and the Coca-Cola Coliseum. Each year over 5.3 million visitors come to Exhibition Place to attend trade, consumer shows and conferences such as the National Boat Show, One-of-a-Kind Craft Show and Royal Agricultural Winter Fair; participate in events such as the annual CNE, Honda Indy and Caribbean Carnival; and attend major professional sporting events.

The Enercare Centre

The Enercare Centre (ECC) opened its doors in the spring of 1997. With over 921,326 square feet of connected usable space, Enercare Centre is the largest convention and exhibition facility in Canada and the eleventh largest in North America. Offering extraordinary flexibility, the facility can be subdivided into a maximum of eight (8) independent exhibit halls. ECC also offers meeting rooms, pre-function space and a 100-seat presentation theatre. The unique design and layout allows multiple events to take place simultaneously without conflicts.

Enercare Centre is the facility of choice for some of Canada's finest events and exhibitions such as the Toronto International Boat Show, The National Home Show, Royal Agricultural Winter Fair and the One of a Kind Craft Shows.

Coca-Cola Coliseum is an independent 9,200 seat arena facility leased to and managed by Maple Leaf Sports & Entertainment but located within the internal footprint of the ECC.

BMO Field

BMO Field is Canada's first soccer-specific stadium and is home to Canada's National soccer team, as well as Toronto FC, Canada's first Major League Soccer team,

the Toronto Argonauts of the Canadian Football League, and Toronto FC II of the United Soccer League. Managed by Maple Leaf Sports & Entertainment pursuant to an agreement with the Board, BMO Field has a capacity of 30,000 seats and if temporary seating is put in place, it can be increased up to 40,000 seats.

5. SCOPE OF WORK

To supply and deliver Flusher Truck and Sweeper Truck services (including drivers), for the purposes of grounds cleaning at Exhibition Place for events outlined in Appendix I and on an as needed basis, for a period of one (1) year starting on April 1, 2019 with the option to renew for two (2) additional one (1) year periods, all in accordance with the provisions and specifications contained in this RFQ and the attached Policies, Scope of Work, Specification, Price Schedule 'A', and the City of Toronto Fair Wage Policy.

Bidder must ensure that Flusher and Sweeper Truck services can be provided on Sundays and Holidays as requested.

Flusher Truck requirements: triaxle truck, 22,500L tank, and hose attachments for fire hydrant use. The truck must come fully loaded upon arrival.

Sweeper Truck requirements: Must be able to operate and sweep in wet and dry conditions. See Appendix I for link to DST-6 Specification sheet.

6.0 QUOTATION PROCESS

6.1 General Overview

The Board has formulated the procedures set out in this RFQ to ensure that it receives Quotations through an open, competitive process, and that Bidders receive fair and equitable treatment in the solicitation, receipt and evaluation of their Quotations. The Board may reject the Quotation of any Bidder who fails to comply with any such procedures.

Quotations are expected to address the RFQ content requirements as outlined herein. The Board is interested in Quotations that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.

The Board prefers that the assumptions used by a Bidder in preparing its Quotation are kept at a minimum and to the extent possible, that Bidders will ask for clarification prior to the deadline for Bidder questions rather than make assumptions. Bidders should also review sections 3 to 6 of Appendix A with respect to asking questions about the RFQ. Where a Bidder's assumptions are inconsistent with information provided in the RFQ, or so extensive that the total Quotation cost is qualified, such Bidder risks disqualification by the Board in the Board's sole discretion.

6.2 Quotation Documentation and Delivery

The documentation for each Quotation:

- a) Whether submitted in a sealed envelope or container or via email must display a full and correct return address.
- b) Hard copy submissions must consist of one (1) original clearly marked as such on its first page and preferably, four (4) full photocopies. Only one (1) copy is required when submitting via email. Whether submitting hard copies or electronically via email, all submissions must contain:
 - (i) A **Main Quotation Document**, including all appendices as required. (Mandatory)
 - (ii) **Form 1 (Quotation Submission Form)** completed and signed by an authorized official of the Bidder. This includes the acknowledgement of all addenda received as per Appendix A, item 4. (Mandatory)
 - (iii) **Appendix D (Price Detail Form)** completed as indicated. (Mandatory)

Note: **Form 1** is provided in Appendix C.

d) Must be completed in a non-erasable medium and signed in ink.

e) Must not include:

- (i) **any qualifying or restricting statements;**
- (ii) **exceptions to the terms and conditions of the RFQ that have not be approved through an addendum; or**
- (iii) **additional terms or conditions.**

f) Must include references as set out in section 5.3, Subsection 3;

g) Bidders must have attended the mandatory site / information meeting as per section 2.2;

h) Must be delivered no later than the Closing Deadline to:

Drew Campbell, Buyer
Enercare Centre, Purchasing Office
100 Princes' Boulevard, Suite 1, Exhibition Place
Toronto, ON, M6K 3C3
OR via E-mail: dcampbell@explace.on.ca

Delays caused by any delivery service (including Canada Post and courier) shall not be grounds for any extension of the Deadline, and Quotations that arrive after the Deadline will not be accepted.

If the Quotation fails any mandatory requirements, the Quotation will be rejected.

6.3 Evaluation Results

The Selection Committee will review the Quotations and recommend an award to the low bidder meeting specifications. Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee to the Board, if required.

Evaluation results may be subject to public release pursuant to MFIPPA.

6.4 Negotiations and Agreement

The award of any Agreement will be at the absolute discretion of the Board. The selection of a recommended Bidder will not oblige the Board to negotiate or execute an Agreement with that recommended Bidder.

Any award of an Agreement resulting from this RFQ will be in accordance with the bylaws, policies and procedures of the Board.

Any Agreement must contain terms and conditions in the interests of the Board and be in a form satisfactory to the Board's Solicitor. If the Agreement requires Board approval, then the final Agreement must contain terms and conditions substantially as set out in the Board report authorizing the Agreement. Any Agreement will incorporate as schedules or appendices such part of the RFQ (including addenda) and the Quotation submitted in response thereto as are relevant to the provision of the goods and/or services.

6.5 Schedule of Events

Event	Date
Issue of RFQ	Friday, March 15, 2019
Deadline for Submission of Questions	Wednesday, March 20, 2019 at 12:00pm EST
Release of Answers to Questions	Thursday, March 21, 2019 at 10:00am EST
RFQ Closure	Friday March 22, 2019 at 12:00am EST

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible.

6.6 Quantity

Any quantities provided are estimates only and should not be interpreted as indicating a minimum or maximum order quantity. The quantities shall be used as a basis for comparison upon which the award of the Quotation will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the Board whether decreased or increased.

6.7 Award

6.7.1 It is the intent of the Board to contract with one (1) Bidder based on the Bidder meeting specification and providing the lowest rate as shown in the Price Schedule. The Board reserves the right of accepting or rejecting any and/or all parts of this RFQ

6.7.2 Upon award the Board will confirm with the Successful Bidder the goods to be delivered, the date(s) and any other instructions related to the goods being provided.

6.7.3 The provision of the goods shall not commence until an Agreement or purchase order for the goods is issued.

7.0 QUALIFICATIONS

7.1 To receive consideration Bidders shall be actively engaged as a company in the business of providing Flusher Truck and Sweeper Truck Services for a minimum of three (3) years.

7.2 In order to verify the Bidder's information and to gain insight into the Bidder's ability to meet the requirements of the Board, Bidders must submit a minimum of three (3) references (include contact names, telephone numbers and emails) from companies for whom the Bidder supplied goods as those described in the RFQ during the last three (3) years.

8.0 INTENT

8.1 Intent

The intent of this RFQ is to establish an Agreement for the supply and delivery of the goods as listed in Appendix "D" – Price Form.

8.2 Term of Contract

Upon Award of this RFQ, the Vendor and the Board will have an Agreement for the supply and delivery of Flusher Truck and Sweeper Truck Services as specified, all in accordance with the terms, conditions, and specifications contained in this RFQ and any applicable Board or City policy.

9.0 QUOTATION RESPONSE REQUIREMENTS

9.1 General Response Requirements

The following section lists the items that are to be included with your submission. Failure to include mandatory items will result in your submission being found to be non-compliant and not considered further.

9.2 Request for Quotation Cover Page

If providing a Quotation on behalf of a corporation, the RFQ cover page must be signed by an authorized signing officer who has the authority to bind the corporation. If the Bidder is not a corporation, the cover page must be signed by an authorized signing officer, having the authority to legally bind the Bidder to the extent permissible by the requirements of law. Bidders must also sign and indicate the receipt of all Addenda as indicated in Appendix "C" Standard Submission Forms.

9.3 Price Form – Appendix D

In order for your Quotation to be considered, the Bidder must provide pricing on all items listed in Appendix D - Price Form inclusive of Prompt Payment discounts where applicable. **Quotations that do not include pricing on all Services listed will be declared Non-Compliant.**

Early Payment Discount

Discount terms for early payment cannot be earlier than 15 days from **the receipt date of the invoice** by Exhibition Place, Accounts Payable.

If early payment terms are being offered, this must be indicated on Appendix D - Price Form. The Total Base Bid Price will be calculated taking the total base bid price less the discount offered, and will be applied against both the initial term of the Agreement, and any subsequent renewal option(s) (if applicable) in order to determine the evaluated bid price for the purposes of the award.

Optional Pricing

Where optional pricing is requested, the Bidder is required to provide pricing on all items as specified in the optional pricing table within Appendix D – Price Form. Pricing on these items is a mandatory requirement. Optional pricing is not calculated into the Total Base Bid Price, unless notified otherwise. Optional pricing is required for informational purposes and will be used for administering the Agreement.

All prices, rates, and/or costs submitted by Bidders with respect to this RFQ, must include any and all expenses that may be anticipated and incurred by the Vendor while providing the services as specified in this RFQ. No additional costs will be considered.

Bidders must provide ALL prices requested in the Price Form(s). Prices that are intended to be zero cost/no charge to the Board must be submitted in the space provided in Price Form(s) as "\$0.00", "0" or "zero". **BIDDERS THAT DO NOT FULLY COMPLETE THESE FORMS (SUCH AS LEAVING LINES BLANK), OR HAVE UNCLEAR ANSWERS (SUCH AS "N/A", "-", OR "TBD", DASHES OR HYPHENS) WILL BE DECLARED NON-COMPLIANT.**

10. VOLUME REBATE – NOT APPLICABLE

11. **BID SECURITY – NOT APPLICABLE**

12. **LITERATURE & DRAWINGS– NOT APPLICABLE**

13. **BIDDER MANDATORY QUALIFICATIONS**

13.1 Bidders failing to meet any of the mandatory qualification requirements outlined below shall not be considered for award.

13.2 Bidders must meet all qualifications and requirements in this section to receive consideration. Bidders should provide the information, verification and/or documentation requested in this section with their bid submission by the closing date and time.

If the information, verification and/or documentation requested are not provided with the bid submission by the closing time and date, the Board reserves the right to request the information, verification and/or documentation requested, which the Bidder must provide within two (2) business days of the Board's request.

Failure to provide any and/or all of the information, verification and/or documentation as requested and by the deadline provided, will result in the Bidder's submission being declared non-compliant.

13.3 The Bidder shall have operated under the current company name for a minimum of three (3) years supplying Flusher Truck and Sweeper Truck Services. Provide the start date below:

Date: _____

13.4 Bidders must submit a minimum of three (3) references from companies, for whom the Bidder has supplied Flusher Truck and Sweeper Truck Services to in the past three (3) years, which may be provided in the form provided for this purpose in Appendix "D".

The Board reserves the right to contact the references provided. Should any reference fail to confirm that the services listed were performed in a satisfactory manner; the Quotation will be declared Non-Compliant. Quotations with incomplete reference information may be declared non-compliant. A reference check may include confirmation of the following:

- a. Bidder's responsiveness to the needs and requirements of the client;
- b. Bidders ability to provide the goods to completion within the required time frames;
- c. Bidder's skill level and degree of professionalism;
- d. Overall client satisfaction

- 13.6 Should the reference information requested not be included with the Quotation submission, Bidders must provide it within two (2) Business Days of a written request from the Board or the Quotation will be declared Non-compliant.

14.0 PRICING

- 14.1 In order for Bids to be considered, the Bidder must provide pricing on all items listed in Price Schedule "A". Quotations that do not include pricing on all Services listed will be declared non-compliant.
- 14.2 All bid prices, Quotations, rates, and/or costs submitted by Bidders with respect to this RFQ, must include any and all expenses that may be anticipated and incurred by the Successful Bidder while providing the Products F.O.B. destination and/or Services as specified in this RFQ. No additional costs will be considered.
- 14.3 For firms that manufacture and/or market products identified within the Ontario Municipal Hazardous Waste or Special Waste (MHSW), all fees payable to Stewardship Ontario are to be included in the unit prices.
- 14.4 In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total bid price quoted.
- 14.5 The Board may, without invalidating the contract, make changes by altering, adding to or deducting from the Services prior to and/or after award. The contract sum will then be adjusted in accordance with tendered/unit prices. There is a fixed budget for this RFQ. Any Services may be deleted by the Board such that the Total Contract Price is within the budget.

15.0 INSURANCE

The Successful Bidder shall submit written proof of coverage as detailed herein:

The Successful Bidder shall maintain during the term of the Agreement maintain comprehensive public liability and property damage insurance covering all operations and liability assumed under the contract, with an insurance company licensed to conduct business in the Province of Ontario and approved by the Board. Such insurance shall include the following coverages and be for not less than Five Million (\$5,000,000.00) inclusive coverage, each occurrence.

The Successful Bidder shall, prior to the commencement of the Agreement, furnish the Board, with proof of Automobile Liability Insurance and Comprehensive General Liability Insurance coverage, each in the amount of \$2,000,000.00 inclusive coverage per occurrence, covering liability for personal injury and death to persons and damage to or

loss of property arising out of the Successful Bidder's exercise or performance of its rights and obligations under the Agreement. Such policies shall include the following:

- a) the Board and the City of Toronto shall be added as additional insureds in the policies;
- b) the policies may be cancelled or amended with respect to any additional insured only after the insurer has given thirty (30) days prior notice in writing to such additional insured;
- c) the policies shall contain a cross liability/severability of interest clause of standard wording; and
- d) the policies shall contain an endorsement to amend or waive "contributing insurance" or "other Insurance" clauses of the said policies insofar as concerns the additional insured.

16.0 INVOICE AND BILLING REQUIREMENTS

19.1 To help us pay you promptly, it is essential that all required billing information is provided on the invoice submitted to the Board. Any missing billing information on an invoice **will** result in a payment delay and the invoice may be returned to you without payment.

- (1) All original Vendor invoices **must include the purchase order number and be** addressed and be sent **DIRECTLY** to:

The Board of Governors of Exhibition Place
Enercare Centre
Accounts Payable
100 Princes' Blvd., Suite 1
Exhibition Place
Toronto, ON, M6K 3C3

Invoices may also be submitted electronically to AP@explace.on.ca If submitting invoices electronically, do not send a copy by mail.

- (2) Invoice/s submitted to the Board must have complete ship to information including:
 - I. The Exhibition Place contact name and phone number (the person ordering the services),
 - II. Delivery location of services,
 - III. Purchasing document information on the invoice (blanket contract number, release order number, purchase order (PO) must be clearly indicated on the invoice. (*This purchasing number should be provided by Board staff at the time of order in accordance with the Board's Service Protocol Document submitted after award*)

Invoices that do not contain the required billing information may be returned without payment to the Vendor for correction.

The total value estimated on this RFQ including all charges, excluding any applicable taxes, is not to be exceeded without further authorization.

16.2 Payment and Discount Terms

- (1) If all the correct billing information has been indicated on the invoice, it is the Board's policy to pay within the Vendor's terms from the **receipt date of the invoice in the Exhibition Place Accounts Payable unit.**
- (2) Payment terms should be clearly indicated on the invoice including early payment terms.
- (3) The Board will consider offers of early payment discount terms. Discounts will only be taken when early payment discount terms are met from the **receipt date of the invoice** in the Board's Accounts Payable unit.

Note: Discount terms for early payment cannot be earlier than 15 days from the **receipt date of the invoice** by the Exhibition Place, Accounts Payable.

16.3 Exceptions – NOT APPLICABLE

17.0 WORKPLACE SAFETY AND INSURANCE BOARD N/A

Before the first payment under the contract is released, and at other times, if requested by the Board's Representative, the Vendor shall furnish evidence that they are in good standing with the Workplace Safety & Insurance Board (WSIB). Prior to the release of final monies owing by the Board, the Vendor will be required to produce a certificate issued by the Board to the effect that they and their subcontractors have paid in full their assessment based on a true statement of the amount of payrolls. **If such a certificate cannot be provided because the Vendor is considered by WSIB to be an independent operator without coverage, a letter to this effect from the WSIB shall be provided by the Vendor.**

18.0 SUPPLEMENTARY REQUIREMENTS – OCCUPATIONAL HEALTH & SAFETY

In addition to the other requirements of this RFQ with respect to satisfying the requirements of the Occupational Health and Safety Act, Bidders are requested to submit as part of their Quotation submission, a **properly commissioned (**)** **Occupational Health and Safety Statutory Declaration ("OHS Declaration")** in the form attached to this Quotation Request.

If a properly commissioned OHSa Declaration is not submitted with your bid, the Board may provide Bidders with an opportunity to submit the required OHSa Declaration within five (5) working days of such written request. Failure to submit the OHSa Declaration in response to that written request or the inability of the Bidder to satisfy the requirements set out in the OHSa Declaration are grounds for the bid to be rejected. The Board may consider previous OHSa violations as grounds for rejection and the Board may terminate any contract arising from this RFQ if the Bidder is continuously in violation of OHSa requirements.

In the event that a Bidder is unable to satisfy the OHSa Declarations requirements, Bidders are advised Occupational Health and Safety training is available to Ontario contractors through the Construction Safety Association. That training should enable Bidders to identify whether further training is necessary to satisfy the requirements of the OHSa Declaration on future Tender/Quotation/Request for Quotation submissions.

(**) The following persons, by virtue of their office, are **Commissioners** for taking affidavits in Ontario: Members of the Legislative Assembly, Provincial judges and justices of the peace, and barristers and solicitors entitled to practise law in Ontario.

STATUTORY DECLARATION
(Occupational Health & Safety)

PROVINCE OF ONTARIO
JUDICIAL DISTRICT OF YORK

IN THE MATTER OF CONTRACT NO. _____ AND ANY ENSUING
AGREEMENT BETWEEN

(Company Name)

- AND -

Board of Governors of Exhibition Place

I, _____ of the City/Town/Village of _____ in the
Province
(Name)

of _____, do solemnly declare the following:
(Name of Province)

1. I am the _____ of the _____
and as such
(Insert Title) **(Insert Company Name)**

have knowledge of the matters herein stated.

2. _____ is a sole proprietorship/partnership/corporation with its
head office
(Company Name)

located at _____ and has carried on business as
a _____
**(contractor/state other type
of business)**

since on or about _____.
(Insert Date)

3. _____ since _____ had in place a
Health and Safety Policy
(Company Name) **(Insert Date)**

under Section 25(2)(j) of the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 as
amended, (the "Act") and

has/have developed and maintain(s) on an annual basis a program to implement the written Occupational Health and Safety Policy. A copy of the policy and program for _____ **(Insert Company Name)** will be delivered to the

Board upon request by the Board and will be available for inspection at the Board, solely for the purposes of the above noted contract.

4. _____ **(Insert Company Name)** will employ for this project a supervisor or supervisors who are competent persons as defined by section 1(1) of the Act, and specifically a person or persons who:

- (a) are qualified because of knowledge, training and experience to organize the project work and its performance;
- (b) are familiar with the Act and the Regulations for Construction Projects that apply to the project work; and
- (c) have knowledge of any potential or actual danger to health and safety at the project.

5. _____ **(Insert Company Name)** will employ for the purpose of this project the following competent supervisors:

(Insert name of supervisors)

No supervisors other than those named shall work on the project.

6. _____ **(Insert Company Name)** will employ for the purpose of this project the following subcontractor:

(Insert name of subcontractors)

7. All subcontractors employed by _____ **(Insert Company Name)** for this project will employ as a supervisor or supervisors a “competent person” as defined by section 1(1) of the Act, and specifically a person or persons who

- (a) are qualified because of knowledge, training and experience to organize the Services and its performance;
- (b) are familiar with the Act and the Regulations for Construction Projects that apply to the Services; and

(c) have knowledge of any potential or actual danger to health and safety at the project.

8. The supervisors employed by _____ **(Insert Company Name)** and subcontractors

have successfully completed the necessary health and safety courses to be considered a competent person to undertake work described in the Contract.

AND I/We make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of “The Canada Evidence Act”.

DECLARED BEFORE ME AT THE)
)
 OF)
)
 IN THE)
)
 THIS DAY OF 20____.)
)
 A Commissioner etc.)

) Signing Officer for Company

Note: This Declaration applies with necessary modification to Quotation Requests and Requests for Proposals

APPENDIX "A"
REQUEST FOR QUOTATIONS PROCESS TERMS AND CONDITIONS

1. Bidder's Responsibility

- (1) It shall be the responsibility of each Bidder:
 - a) to examine all the components of this RFQ, including all appendices, forms and Addenda;
 - b) to acquire a clear and comprehensive knowledge of the required Services before submitting a Quotation;
 - c) to become familiar and (if it becomes a Successful Bidder) comply with all of the Board and City Policies referred to in this RFQ.
- (2) The failure of any Bidder to receive or examine any document, form, addendum, or policy shall not relieve the Bidder of any obligation with respect to its Quotation or any purchase order issued based on the Bidder's Quotation.

2. Contacts and Questions

- (1) All contact and questions concerning this RFQ should be directed in writing to the designated "Board Contact" in Section 1.1 of the RFQ.
- (2) No Board representative, whether an official, agent or employee, other than those identified as the "Board Contact" is authorized to speak for the Board with respect to this RFQ, and any Bidder who uses any information, clarification or interpretation from any other representative does so entirely at the Bidder's own risk.
- (3) Not only shall the Board not be bound by any representation made by an unauthorized person, but any attempt by a Bidder to bypass the RFQ process may be grounds for rejection of its Quotation.
- (4) Commencing from the issue date of this RFQ until the time of any ensuing Award, no communication shall be made by any person, including potential Bidders, or its representatives, including a third-person representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Quotation or oppose any competing Quotation, nor shall any potential Bidder, or its representatives, including a third-person representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss this RFQ or its Quotation with any Board staff, Board officials or Board member(s), other than a communication with the "Board Contact" identified in this RFQ.
- (5) Communications in relation to this RFQ outside of those permitted by the applicable procurement policies and this RFQ document contravene City of Toronto Municipal Code Chapter 140, Lobbying, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction.
- (6) Notwithstanding anything to the contrary set out in this document, the obligations with respect to lobbying as set out in the City of Toronto Municipal Code, Chapter

140 shall apply. For your information, please find below the link to the City of Toronto Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement:

http://www.toronto.ca/Citybusiness/pdf/policy_procurement_process.pdf

http://www.toronto.ca/legdocs/municode/1184_140.pdf

http://www.toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf

3. Addenda

If the Board, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all Bidders by addenda. Each addendum shall form an integral part of this RFQ. Such addenda may contain important information, including significant changes to this RFQ.

All Bidders must acknowledge receipt of all Addenda in the space provided on the Quotation Submission Form.

The Board will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Deadline.

4. Exceptions to Mandatory Terms and Conditions

If a Bidder wishes to suggest a change to any mandatory term or condition set forth in any part of this RFQ it should notify the Board Contact in writing not later than the deadline for questions. The Bidder must clearly identify any such term or condition, the proposed change and the reason for it. If the Board wishes to accept the proposed change, the Board will issue an Addendum as described in the article above titled Addenda. The decision of the Board shall be final and binding, from which there is no appeal. Changes to mandatory terms and conditions that have not been accepted by the Board by the issuance of an Addendum are not permitted and any Quotation that takes exception to or does not comply with the mandatory terms and conditions of this RFQ will be rejected.

5. Omissions, Discrepancies and Interpretations

A Bidder who finds omissions, discrepancies, ambiguities or conflicts in any of the RFQ documentation or who is in doubt as to the meaning or has a dispute respecting any part of the RFQ should notify the Board Contact noted in this RFQ in writing. If the Board considers that a correction, explanation or interpretation is necessary or desirable, the Board will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the Board shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFQ.

6. Bidders Shall Bear Their Own Costs

Every Bidder shall bear all costs associated with or incurred by the Bidder in the preparation and presentation of its bid including, if applicable, costs incurred for samples, interviews or demonstrations.

7. Limitation of Liability

The Board shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the Board of any Quotation, or by reason of any delay in acceptance of a Quotation, except as provided in this RFQ.

8. Post-Submission Adjustments and Withdrawal of Quotations

- (1) No unilateral adjustments by Bidders to submitted Quotations will be permitted.
- (2) A Bidder may withdraw its Quotation prior to the Closing Deadline any time by notifying the Board Contact designated in this RFQ in writing.
- (3) A Bidder who has withdrawn a Quotation may submit a new Quotation, but only in accordance with the terms of this RFQ.

9. Binding Bid

- (1) After the Closing Deadline each submitted Quotation shall be irrevocable and binding on Bidders for a period of 90 days.

10. Supplier Code of Conduct

- (1) Honesty and Good Faith

Bidders must respond to the RFQ in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the RFQ. Bidders shall submit a Bid only if they know they can satisfactorily perform all obligations of the Agreement in good faith. Bidders shall alert the Board Contact to any factual errors, omissions and ambiguities that they discover in the RFQ as early as possible in the process to avoid the RFQ being cancelled.

- (2) Confidentiality and Disclosure

Bidders must maintain confidentiality of any confidential Board information disclosed to the Bidder as part of the RFQ.

- (3) Conflicts of Interest and Unfair Advantage

Bidders must declare and fully disclose any actual or potential conflict of interest or unfair advantage related to the preparation of their bid or where the Bidder foresees an actual or potential conflict of interest in the performance of the contract.

- (4) Collusion or Unethical Bidding Practices

No Bidder may discuss or communicate, directly or indirectly, with any other Bidder or their Affiliated Persons about the preparation of their Bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other supplier making a submission for the same Services. Bidders shall disclose to the Buyer any affiliations or other relationships with other Bidders that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

- (5) Illegality

A Bidder shall disclose to the Board any previous convictions of itself or its Affiliated Persons for collusion, bid-rigging, price-fixing, bribery, fraud or other similar

behaviours or practices prohibited under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon.

(6) Interference Prohibited

No Bidder may threaten, intimidate, harass, or otherwise interfere with any Board employee or public office holder in relation to their procurement duties. No Bidder may likewise threaten, intimidate, harass, or otherwise interfere with an attempt by any other prospective Bidder to bid for a Board contract or to perform any contract awarded by the Board.

(7) Gifts of Favours Prohibited

No Bidder shall offer gifts, favours or inducements of any kind to Board employees or Board Member(s), or otherwise attempt to influence or interfere with their duties in relation to the RFQ or management of a contract.

(8) Misrepresentations Prohibited

Bidders are prohibited from misrepresenting their relevant experience and qualifications in relation to the RFQ and acknowledge that the Board's process of evaluation may include information provided by the Bidder's references as well as records of past performance on previous contracts with the Board or other public bodies.

(9) Prohibited Communications

No Bidder, or Affiliated Person, may discuss or communicate either verbally, or in writing, with any employee, public office holder, or the media in relation to any solicitation between the time of the issuance of the RFQ to the award and execution of final form of contract, unless such communication is with the Board Contact and is in compliance with Chapter 140, Lobbying of the Municipal Code.

(10) Failure to Honour Bid

Bidders shall honour their Bid, except where they are permitted to withdraw their bid in accordance with the process described in the RFQ. Bidders shall not refuse to enter into a contract or refuse to fully perform the contract once their bid has been accepted by the Board.

(11) Bidder Performance

Bidders shall fully perform their contracts with the Board and follow any reasonable direction from the Board to cure any default. Bidders shall maintain a satisfactory performance rating on their Contracts with the Board and other public bodies to be qualified to be awarded similar contracts.

In determining which Quotation provides the best value to the Board, consideration may be given to the past performance of any Bidder. Bidders and their Affiliated Persons that are currently on a City of Toronto suspended vendor list are not eligible for an award.

11. Failure or Default of Bidder

- (1) If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the RFQ, the Board may at its option:
 - a) Consider that the Bidder has submitted a non-compliant bid, whereupon the Board may also rescind any acceptance of the bid as null and void; or
 - b) Consider that the Bidder has abandoned any Agreement and require the Bidder to pay the Board the difference between its Quotation and any other Quotation which the Board accepts, if the latter is for a greater amount and, in addition, to pay the Board any cost which the Board may incur by reason of the Bidder's failure or default. The Bidder shall be ineligible to submit a new Quotation for any Call that the Board is required to reissue as a result of the Bidder's failure or default or where the Board deems that the Bidder has abandoned the Agreement.

12. Acceptance of Quotations

- (1) The Board shall not be obliged to accept any Quotation in response to this RFQ.
- (2) The Board may modify and/or cancel this RFQ prior to accepting any Quotation.
- (3) Quotations may be accepted or rejected in total or in part.
- (4) The lowest quoted price may not necessarily be accepted by the Board.
- (5) In determining which Quotation provides the best value to the Board, consideration may be given to the past performance of any Bidder. Bidders and their Affiliated Persons that are currently on a City of Toronto suspended vendor list are not eligible for an award.
- (6) Quotations which are incomplete, not completed in ink, conditional or obscure or which contain additions not called for, erasures or alterations of any kind may be rejected.
- (7) The Board reserves the right to waive immaterial defects and minor irregularities in any Quotation.
- (8) Quotations not completed in non-erasable medium and signed in ink shall be rejected.
- (9) The Board reserves the right to verify the validity of information submitted in the Quotation and may reject any Quotation where, in the Board's sole estimation, the contents appear to be incorrect, inaccurate or inappropriate.
- (10) If the Board makes a request to a Bidder for clarification of its Quotation, the Bidder will provide a written response within 48 hours accordingly, unless otherwise indicated, which shall then form part of the Quotation.
- (11) The Board reserves the right to assess the ability of the Bidder to perform the contract and may reject any Quotation where, in the Board's sole estimation, the personnel and/or resources of the Bidder are insufficient.
- (12) The Board may reject a Quotation if it determines, in its sole discretion, that the Quotation is materially unbalanced. A Quotation is materially unbalanced when:

- a) it is based on prices which are significantly less than cost for some items of Services and prices which are significantly overstated in relation to cost for other items of Services; and
- b) the Board had determined that the Quotation may not result in the lowest overall cost to the Board even though it may be the lowest submitted Quotation; or
- c) it is so unbalanced as to be tantamount to allowing an advance payment.

13. Currency

Unless otherwise stated herein, prices quoted are to be in Canadian dollars.

14. Tied Bids

In the event that the Board receives two (2) or more Bids identical in price, the Board reserves the right to select one of the tied Bids as set out in the Tied Bid. The Tied Bid procedure allows for first to consider whether any of the Bidders are a Diverse Supplier as defined in the Social Procurement Policy to break the tie. If no Bidder is a Diverse Supplier then the tie will be broken by way of coin toss or lottery.

15. Mathematical Errors

In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total price quoted.

16. Board Confidential Information

- (1) Board Confidential Information provided by Board staff to any Bidder or prospective Bidder in connection with, or arising out of this RFQ, the Services or the acceptance of any Quotation:
 - a) is and shall remain the property of the Board;
 - b) must be treated by Bidders and prospective Bidders as confidential;
 - c) must not be used for any purpose other than for replying to this RFQ, and for fulfillment of any related subsequent contract.

17. Ownership and Disclosure of Quotation Documentation

- (1) The documentation comprising any Quotation submitted in response to this RFQ, along with all correspondence, documentation and information provided to the Board by any Bidder in connection with, or arising out of this RFQ, once received by the Board:
 - a) shall become a record of the Board;
 - b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act and other Requirements of Law.
- (2) Because of MFIPPA, Bidders should identify in their Quotation any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
- (3) By submitting a Quotation, the Bidder acknowledges that it will be made available to members of the Board on a confidential basis and may be released to members of the public pursuant to an access request made under MFIPPA and other Requirements of Law.

18. Intellectual Property Rights

Each Bidder warrants that the information contained in its Quotation does not infringe any third party intellectual property right and agrees to indemnify and save harmless the Board, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the Board brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Quotation.

19. Selection of Successful Bidder

The highest ranked Bidder(s), as established under the evaluation of the RFQ that are recommended by the Board to enter into a Contract will be so notified by the Board in writing, pending any award.

20. No Contract until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of any good or service shall be created between the Bidder and the Board by the RFQ process until the selection of the Bidder to provide the Services pursuant to an Agreement.

21. Governing Law and Interpretation

The Terms and Conditions of the RFQ are to be governed by and construed in accordance with the laws of the province of Ontario, including the Board's Policies and Legislation.

APPENDIX "B" GENERAL CONTRACT TERMS AND CONDITIONS

In addition to any other terms and conditions contained elsewhere in this RFQ, the following terms and conditions shall form part of the Contract between the Board and the Vendor and are deemed to be incorporated into and take precedence over the terms of any purchase order(s) issued in connection with this RFQ. The order of precedence shall be:

- (i) the RFQ, including any appendices, schedules and Addenda;
- (ii) the purchase order; and
- (iii) the Quotation;

1. Compliance with Laws

The Vendor will be required to comply, at its sole expense, with all applicable Requirements of Law (including, without limitation, the City's Fair Wage and other policies or by-laws applicable to vendors, the Ontario Fire Code, the Ontario Employment Standards Act, the Ontario Human Rights Code, the Ontario Labour Relations Act, the Workplace Safety and Insurance Act, the Income Tax Act and Occupational Health and Safety requirements) in relation to the provision of any Services, including the obtaining of all necessary permits and licences, and shall submit proof of such compliance to the Board, upon request, and the Vendor shall indemnify and save the Board harmless from any liability or cost suffered by it as a result of the Vendor's failure to comply with this provision.

2. Non-Exclusivity

The awarding of a Contract to a Vendor shall not be a guarantee of exclusivity.

3. Confidentiality

The Vendor shall treat as confidential all information of any kind which comes to the attention of the Vendor in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of the Board or otherwise in accordance with MFIPPA or other applicable privacy law. The Vendor may be required to enter into a detailed confidentiality and conflict of interest agreement in a form satisfactory to the Board Solicitor.

4. Conflict of Interest

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Board without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Board to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Board may immediately terminate the Contract upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by the Board to resolve or manage a Conflict

of Interest; or (c) the Vendor's Conflict of Interest cannot be resolved to the Board's reasonable satisfaction.

5. Indemnities

- (1) The Vendor shall indemnify and save harmless the Board of Governors of Exhibition Place, its Members, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) arising from or related to the Vendor's performance or non-performance of its obligations, including payment obligations to its approved subcontractors and suppliers and others, and including or breach of any confidentiality obligations under the Contract or infringement, actual or alleged of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.
- (2) Upon assuming the defence of any action covered under this sub-article the Vendor shall keep the Board reasonably informed of the status of the matter, and the Vendor shall make no admission of liability or fault on the Board's part without the Board's written permission.

Intellectual Property Indemnity

The Vendor shall indemnify and save harmless the Board, its Members, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Quotation, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

Employment & WSIB Indemnity

Nothing under the Agreement shall render the Board responsible for any employment, benefit or termination liability (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation ("WSIA"), whether statutorily required, at common law or otherwise, resulting from Services supplied under the Agreement by persons employed or otherwise engaged by the Vendor. In the event that employment related costs, or other related responsibility falls to the Board for any reason whatsoever, the Vendor agrees to indemnify the Board for such costs.

6. Insurance

The Successful Bidder shall submit written proof of coverage as detailed herein:

The Successful Bidder shall during the Term maintain comprehensive public liability and property damage insurance covering all operations and liability assumed under the contract, with an insurance company licensed to conduct business in the Province of Ontario and approved by the Board. Such insurance shall include the following coverages and be for not less than \$5,000,000.00 inclusive coverage, each occurrence.

The Successful Bidder shall, prior to the commencement of the agreement, furnish the Board, with proof of Automobile Liability Insurance and Comprehensive General Liability Insurance coverage, each in the amount of \$5,000,000.00 inclusive coverage per occurrence, covering liability for personal injury and death to persons and damage to or loss of property arising out of The Successful Bidder's exercise or performance of its rights and obligations under the Agreement. Such policies shall include the following:

- a) The Board and the City of Toronto shall be added as additional insureds in the policies;
- b) the policies may be cancelled or amended with respect to any additional insured only after the insurer has given thirty (30) days prior notice in writing to such additional insured;
- c) the policies shall contain a cross liability/severability of interest clause of standard wording; and
- d) the policies shall contain an endorsement to amend or waive "contributing insurance" or "other Insurance" clauses of the said policies insofar as concerns the additional insured.

The Successful Bidder shall provide to the Board within the time required, certificates of insurance evidencing the foregoing.

7. No Assignment

The Vendor shall not assign any part of the Contract nor any interest therein without the prior written consent of the Board, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the Vendor of its liabilities and obligations under this RFQ and the Contract, including the terms of this RFQ.

8. Subcontractors

- (1) The Vendor shall be solely responsible for the payment of every subcontractor employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under the contract. The Vendor shall coordinate the provision of the Services by its subcontractors in a manner acceptable to the Board, and ensure that they comply with all the relevant requirements of the Contract.
- (2) The Vendor shall be liable to the Board for all costs or damages arising from acts, omissions, negligence or willful misconduct of its subcontractors.

9. Personnel and Performance

- (1) The Vendor must make available appropriately skilled workers, consultants or subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery and supplies to fulfill its obligations under the Contract.
- (2) The Vendor shall be responsible for its own staff resources and for the staff resources of any subcontractors and third-party service providers.
- (3) The Vendor will ensure that its personnel (including those of approved subcontractors), when using any Board buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.
- (4) Personnel assigned by the Vendor to provide the Services (including those of approved subcontractors) may also, in the sole discretion of the Board, be required to sign confidentiality and conflict of interest agreement(s) satisfactory to the Board Solicitor.

10. Independent Contractor

The Vendor and the Board agree and acknowledge that the relationship of the Board and the Vendor is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Vendor and the Board.

11. Warranties and Covenants

The Vendor represents, warrants and covenants to the Board (and acknowledges that the Board is relying thereon) that any deliverable resulting from or to be supplied or developed under the Contract will be in accordance with the Board's functional and technical requirements (as set out in the RFQ) and, if applicable, will function or otherwise perform in accordance with such requirements.

12. Ownership of Intellectual Property and Deliverables

The Board will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Vendor and its subcontractors. All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared by the Vendor in the connection with the provision of the Services under the Contract, whether they be in draft or final format, shall be the property of the Board.\

13. Termination Provisions

- (1) Upon giving the Vendor not less than 30 days' prior written notice, the Board may, at any time and without cause, cancel the Contract, in whole or in part. In the event of such cancellation, the Board shall not incur any liability to the Vendor apart from the payment for the Services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation.

- (2) Failure of the Vendor to perform its obligations under the Contract shall entitle the Board to terminate the Contract upon ten (10) calendar days' written notice to the Vendor if a breach which is remediable is not rectified in that time. In the event of such termination, the City shall not incur any liability to the Vendor apart from the payment for the Services that have been satisfactorily delivered or performed by the Vendor at the time of termination.
- (3) All rights and remedies of the Board for any breach of the Vendor's obligations under the Contract shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the Board under the Contract or otherwise at law.
- (4) No delay or omission by the Board in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

14. Liquidated Damages

If the Vendor at any time fails to supply all goods or services to the Board as specified within the Contract, or fails to replace goods or services rejected by the Board, then the Board shall be permitted to procure such goods or services elsewhere and charge any additional costs incurred by the Board to the vendor as liquidated damages, unless otherwise specified, and deduct such amounts from payments due to the vendor or to otherwise collect such costs from the vendor by any other method permitted by law.

15. Right to Retain Monies

The Board shall have the right to retain out of monies payable to the vendor under the Contract the total amount outstanding for time to time of all claims arising out of the default of the vendor of its obligations to the Board. This shall include claims pursuant to this or any other contract or cause of action between the vendor and the Board which have not been settled between the Board and the vendor.

16. Right to Audit

The Board may audit all financial and related records associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Vendor. The Vendor shall at all times during the term of the contract, and for a period of three (3) years following completion of the Agreement, keep and maintain records of the Services performed pursuant to the Agreement. This shall include proper records of invoices, vouchers, timesheets, and other documents that support actions taken by the Vendor. The Vendor shall at his own expense make such records available for inspection and audit by the Board at all reasonable times.

17. Occupational Health and Safety

- (1) The Vendor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- (2) Nothing in this section shall be construed as making the Board the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the Services either instead of or jointly with the Vendor.
- (3) The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Work.
- (4) The Vendor acknowledges and represents that:
 - a) The workers employed to carry out the Services have been provided with training in the hazards of the Services to be performed and possess the knowledge and skills to allow them to work safely;
 - b) The Vendor has provided, and will provide during the course of the Agreement, all necessary personal protective equipment for the protection of workers;
 - c) The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
 - d) The Vendor has in place an occupational health and safety policy in accordance with the OHSA; and
 - e) The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.
- (5) The Vendor shall provide, at the request of the Board, the following as proof of the representations made in paragraph d(i) and d(iv):
 - a) documentation regarding the training programs provided or to be provided during the Services (i.e. types of training, frequency of training and re-training); and
 - b) the occupational health and safety policy.
- (6) The Vendor shall immediately advise the Board in the event of any of the following:
 - a) A critical injury that arises out of Services that is the subject of the Agreement;
 - b) An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Services that is the subject of the Agreement;
 - c) A charge is laid or a conviction is entered arising out of the Services that is the subject of the Agreement, including but not limited to a charge or conviction under the OHSA, the Criminal Code, R.S.C 1985, c. C-46, as amended and the Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A, as amended.
- (7) The Vendor shall be responsible for any delay in the progress of the Services as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay

shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Services or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to the Board.

- (8) The parties acknowledge and agree that employees of the Board, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Vendor do work or perform a task that is the subject of the Agreement.

18. Workplace Safety and Insurance Board

The Vendor shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees providing Services under the agreement, whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.

The Vendor represents and warrants that it shall be in good standing with the WSIB throughout the term of the Agreement. Prior to supplying the Services and prior to receiving payment, the Vendor shall produce a Clearance Certificate issued by the WSIB confirming that the Vendor has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that the Board is relieved of financial liability. Thereafter, throughout the period of Services being supplied, a new Clearance Certificate will be obtained from the WSIB by the Vendor and provided to the Board every 90 days or upon expiry of the Certificate's validity period whichever comes first.

The Vendor shall ensure that any and all persons, including but not limited to volunteers, students, subcontractors and independent contractors, providing services under the Agreement, have secured WSIB coverage, whether required statutorily or not, for the term of the Agreement.

19. Accessibility Standards for Customer Service Training Requirements

The Vendor shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in the Board's policy on Accessible Customer Service Requirements for Contractors, Consultants and other Service Providers.

20. Exhibition Place – Invoice/Billing Requirements

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to Exhibition Place. If billing information is missing from an invoice it **will** result in a payment delays.

It is the Vendor's responsibility to submit accurate invoices for goods /services delivered to Exhibition Place. If an inaccurate invoice (ie: but not limited to, pricing, quantity or services provided) is submitted, the Vendor will be requested to issue a credit note and submit a new invoice. If the invoice in question offered an early payment discount, the

re-issue date of the new invoice will be used to calculate the early payment discount terms.

21.1 Standard Invoices:

1) Original hardcopy vendor invoices **must be** addressed and sent **DIRECTLY** to:

Exhibition Place Board of Governors
Accounts Payable
100 Princes' Blvd.
Suite 1
Toronto, ON
M6K 3C3; or

2) Electronic Invoices

To support an electronic payable environment, the Exhibition Place Accounts Payable unit will accept electronic vendor invoices submitted via email to ap@explace.on.ca Electronic invoices submitted must be in a PDF format with either single or multiple invoice(s) per attachment.

Note: Do not send statements or past due invoices to this email address, only current invoices will be accepted. Do not send hard copy invoices to Accounts Payable if you have submitted an electronic invoice. If you have any questions regarding this process, please contact AP Customer Service at 416-263-3616.

3) Invoice/s submitted to Exhibition Place must have complete ship to information including:

- I. Name of Exhibition Place Division,
- II. The Exhibition Place contact name and phone number (the person ordering or picking up the goods and/or services),
- III. Delivery location of goods and/or services (excluding pick-up order),
- IV. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO) must be clearly indicated on the invoice.
- V. Complete "Remit To:" address is required on all submitted vendor invoices

A purchasing document number must be provided by Exhibition Place Staff at time of order for goods or services.

- 4) Vendors are encouraged to provide packing slips and/or goods receipt confirmations directly to the ordering Division for goods/services delivered.
- 5) Vendors are to provide backup documentation directly to the ordering Division, not Accounts Payable.

APPENDIX C
STANDARD SUBMISSION FORMS

FORM 1: Quotation Submission Form – Mandatory

**QUOTATION SUBMISSION FORM
REQUEST FOR QUOTATION NO. EPRFQ-2019-35055**

Supply and delivery of Flusher Truck and Sweeper Truck Services as required by Exhibition Place as set out in this RFQ

CLOSING: 12:00 A.M. (LOCAL TORONTO TIME), Friday, March 22, 2019

1. BIDDER INFORMATION

Please complete the following, and name one (1) authorized person to be the contact for the procurement process and for any clarifications or amendments that might be necessary.

Full Legal Name of Bidder:	
Any Other Trade Name under Which the Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
Contact Person and Title:	
Contact Phone:	
Contact Facsimile:	
Contact E-mail:	

2. REQUEST FOR QUOTATION TERMS, CONDITIONS AND SPECIFICATIONS

By signing this form, the Bidder agrees that if selected to provide the goods and/or services described in this RFQ, they will provide those goods and/or services in accordance with the terms, conditions, and specifications contained in the RFQ and in accordance with the Bidder's Quotation.

3. POLICIES

The Bidder has read, understood and agrees to comply with the Board's purchasing policies and legislation found here [insert link]

Without limiting the Bidder's acknowledgement of the Board's policies, the Bidder makes the following declarations and agrees to provide the Board with ongoing disclosure of any changes to the declarations and information provided below during the RFP process or the term of any contract.

3.1 CONFLICTS OF INTEREST OR UNFAIR ADVANTAGE

For the purposes of this section, the term "Conflict of Interest" means

(a) in relation to the procurement process, the Bidder has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Board in the preparation of its quotation that is not available to other Bidders, (ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Potential Conflicts of Interest or unfair advantage include, but are not limited to:

(1) Engaging current or former Board employees or public office holders to take any part in the preparation of the quotation or the performance of the contract if awarded, any time within two (2) years of such persons having left the employ of the Board;

(2) Engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the procurement process or performance of the contract, if awarded;

(3) Prior involvement by the supplier or affiliated persons in developing the technical specifications or other evaluation criteria for the solicitation;

(4) Prior access to confidential Board information by the supplier, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Bidders; or

(5) The Bidder or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the Board in relation to a previous contract.

If the box below is left blank, the Bidder will be deemed to declare that (a) there was no Conflict of Interest in connection with preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFQ process.

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

If the Bidder declares an actual or potential Conflict of Interest, the Bidder must set out the details below:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our quotation; **AND** (b) were employees of the City and have ceased that employment within twenty-four (24) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with the Board:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Quotation:

(Repeat above for each identified individual. Bidders may include this information on a separate sheet if more space is required)

The Bidder agrees that, upon request, the Bidder shall provide the Board with additional information from each individual identified above in a form prescribed by the Board.

3.2 ENVIRONMENTALLY FAVOURABLE PROCUREMENT STATEMENT

For a copy of the Exhibition Place Environmentally Favourable Procurement Policy, visit the website:

<http://10.11.0.3/wp-content/uploads/2016/12/Environmental-Favourable-Procurement-Final.pdf>

State if environmentally preferred products/service is being offered: YES _____

NO _____

State briefly the environmental benefit of the product/service offered:

3.3 DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & BOARD POLICY

Organizations/individuals in Ontario, including the Board, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the Board also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The Board requires all organizations and individuals that contract with the Board to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & Board Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding.

For a copy of the Board's Policy, visit the website:

<http://10.11.0.3/wp-content/uploads/2019/01/Human-Rights-and-Anti-Harassment-Discrimination-Policy1>

Declaration:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under Board policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the Board, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the Board to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the Board, in consultation with the City Solicitor, may result in the termination of the contract.

3.4 DECLARATION OF COMPLIANCE WITH THE CITY OF TORONTO FAIR WAGE AND LABOUR TRADES POLICY

By signing this form, the Bidder acknowledges and certifies that the Bidder, and any of its proposed subcontractors, will provide the services in compliance with the City's Fair Wage and Labour Trades Policy.

The policy and schedules are available on the Fair Wage Office website:
www.toronto.ca/fairwage

3.5 ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING REQUIREMENTS POLICY

For a copy of the Board's Policy, visit the website:

<http://10.11.0.3/wp-content/uploads/2019/01/Accessibility-Policy.pdf>

3.6 SOCIAL PROCUREMENT POLICY

In May 2016, Toronto City Council adopted the Toronto Social Procurement Program which aims, in part, to drive inclusive economic growth by improving access to the Board / City's supply chain for certified Diverse Suppliers. For more information on the City of Toronto Social Procurement Program, visit:

<https://www.toronto.ca/business-economy/doing-business-with-the-city/social-procurement-program/>

<http://www.toronto.ca/legdocs/mmis/2016/ex/bgrd/backgroundfile-91818.pdf>

4. DISCLOSURE OF INFORMATION

The Bidder hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this Quotation by the Board to the Board's advisers retained for the purpose of evaluating or participating in the evaluation of this quotation.

The Bidder shall provide the Board with *ongoing disclosure*, should the Bidder be awarded a contract and any of the information provided above changes.

5. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE

The Bidder is deemed to have read and taken into account all addenda issued by the Board prior to the Deadline for Issuing Addenda. The Bidder is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None, on the following line: [insert line here]. Bidders who fail to complete this section will be deemed to have received all posted addenda.

6. ACKNOWLEDGEMENT BY BIDDERS

The Bidder hereby agrees that by signing this Form 1 it has reviewed and understood all policies, requirements and standards set out in subsections 1, 2, 3, 4 and 5 above.

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

I have authority to bind the bidder and attest to the accuracy of the information provided in this quotation.



THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR QUOTATION OR YOUR QUOTATION WILL BE DECLARED NON-COMPLIANT.

APPENDIX D
SUPPLEMENTARY SUBMISSION FORMS

**PRICE DETAIL FORM and BIDDER REFERENCES FORM
MUST BE COMPLETED AND SUBMITTED WITH YOUR QUOTATION OR YOUR
QUOTATION WILL BE DECLARED NON-COMPLIANT**

PRICE DETAIL FORM

Table 1: Price Schedule
Hourly Rental Rate (CDN)

EPRFQ 2019-35055

NOTE:

The total hours indicated on the price schedule are for evaluation purposes only and, although based on previous experience these totals may not reflect the actual number of hours required.

Item #	Equipment Requirements	Quantity hrs	Price	Extended Price
1	Flusher Truck (including Driver) Services Straight Time	340	\$ _____/hour	\$ _____
2	DST-6 Street Sweeper (including Driver) Services Straight Time	275	\$ _____/hour	\$ _____
	Subtotal			\$ _____
Total Cost				\$ _____

***Hourly rate to be applied for onsite services only.

All prices shown in Table **must exclude all applicable taxes (H.S.T.)**

IN THE EVENT OF MATHEMATICAL ERRORS FOUND IN THE PRICING PAGES, THE UNIT PRICES QUOTED SHALL PREVAIL. EXTENSIONS AND TOTALS WILL BE CORRECTED ACCORDINGLY AND ADJUSTMENTS RESULTING FROM THE CORRECTION WILL BE APPLIED TO THE TOTAL PRICE QUOTED.

BIDDERS THAT DO NOT FULLY COMPLETE THESE FORMS (SUCH AS LEAVING LINES BLANK), OR HAVE UNCLEAR ANSWERS (SUCH AS "N/A", "-", OR "TBA" ETC.) WILL BE DECLARED NON-COMPLIANT. PRICES THAT ARE INTENDED TO BE ZERO COST/NO CHARGE TO THE CITY ARE TO BE SUBMITTED IN THE SPACE PROVIDED IN THE PRICE FORM (A) AS "\$0.00" OR "ZERO".

QUOTATIONS THAT DO NOT INCLUDE PRICING ON ALL DELIVERABLES LISTED WILL BE DECLARED NON-COMPLIANT.

BIDDER REFERENCES FORM

Additional information can be provided on separate pages as necessary.

1. Company Name: _____
 Contact Name/Title: _____
 Telephone Number: _____
 Email: _____

2. Company Name: _____
 Contact Name/Title: _____
 Telephone Number: _____
 Email: _____

3. Company Name: _____
 Contact Name/Title: _____
 Telephone Number: _____
 Email: _____

**APPENDIX G
SITE PLAN**

The Exhibition Place Site Plan can be found at:

<https://www.explace.on.ca/files/file/5b5b87a131c5d/Exhibition-Place-Grounds-Map-Master-File-FINAL-Jul2018.pdf>

**APPENDIX H
DST-6 SWEEPER TRUCK SPECIFICATIONS**

Detailed specifications for the Sweeper truck can be found at:

https://www.tymco.com/wp-content/uploads/DST-6_FT4_Gen_Specs-1-2019.pdf

**APPENDIX I
SCHEDULE OF EVENTS**

<u>Scheduled Events</u>	<u>Event Period</u>	<u>Shift requirement</u>	<u># of Shifts Required</u>
Caribbean Carnival	August 1 to 3	Overnight	1 to 2
Honda Indy Toronto	July 12 to 14	Various	1 to 5
CNE	August 16 to September 02	Overnight	10 to 30
The Royal Agricultural Winter Fair	November 1 to 10	Various	1 to 5
***Number of shifts is an estimate based on the worked required for each event.			