



NOTICE TO POTENTIAL BIDDERS

April 15, 2019

Request for Quotation EPRFQ 2019-35063

For the non-exclusive provision of elevator and escalator testing, repairs and maintenance services for a one-year period commencing August 1, 2019 with three additional one-year options to renew.

Please review the attached document and submit your bid to the address noted below by the closing deadline of **10:00 AM (local time) on May 6, 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, May 1, 2019, 10:00 a.m. (three business days prior to closing)
Mandatory Information & Site Meeting:	April 25, 2019 at 10:00 a.m. General Services Building, 2 Manitoba Dr., Toronto, Wind Boardroom
Board Contact:	Lynn Miller, Purchasing Manager (t) 416-263-3628 (e) lmiller@explace.on.ca

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

COMPANY NAME:	
RFQ No.:	EPRFQ 2019-35063
CLOSING DEADLINE: 10:00 AM (Local time)	<u>May 6, 2019</u>
DELIVER TO:	Ms. T. Lynn Miller Purchasing Manager 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 CONTACT INFORMATION

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:

Ms. T. Lynn Miller
Purchasing Manager
Tel: 416-263-3628
E-mail: purchasing@explace.on.ca

Bidders are required to submit written questions and specification 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.

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.

DEFINITIONS

2.1 Definitions

Throughout this Request for Quotation, unless inconsistent with the subject matter or context the following definitions will apply:

“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 Goods or 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 pursuant to 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 pursuant to 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.

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

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

“Material Safety Data Sheets” (MSDS) or “Safety Data Sheets” (SDS) are documents that list information relating to occupational safety and health for the use of various substances and products. MSDS/SDSs are a widely used system for cataloging information on chemicals, chemical compounds, and chemical mixtures

"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 Chartered Professional Accountants of Ontario;
- (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.

3.0 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 the provision of elevator and escalator maintenance, testing and repair services. Bidders must demonstrate this experience in the references they provide. These Services must be completed in accordance with the terms and conditions, scope of work, policies and procedures in this RFQ.

The Board's objective in issuing this RFQ is to enter into an Agreement with one (1) supplier for the provision of elevator and escalator maintenance, testing and repair services.

4.2 Mandatory Site / Information Meeting

Interested Bidders must attend a mandatory information meeting and site tour to familiarize themselves with the opportunity and ascertain the full extent of the Services required. The mandatory site meeting will be held on Wednesday, April 25 at 10:00 a.m. at the General Services Building, 2 Manitoba Dr., Toronto, ON, M6K 3C3. Bidders are to meet at the Security Desk located just inside the main entrance.

Quotations will only be accepted from those Bidders who attended and registered at the mandatory site meeting.

Bidders must sign in and clearly indicate on the sign in sheet the name of the firm they are representing.

The meeting will consist of two parts: (a) information about the goods or services required; and (b) visit to the site.

A record of questions and answers as deemed relevant from the site meeting will be distributed in the form of an addendum and posted on the Exhibition Place website under the Procurement tab. The Board reserves the right not to answer questions at the site meeting but will answer questions that arise at the site meeting as part of an addendum.

Separate meetings/tours with Bidders will not be held.

4.3 Background

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 Toronto International 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.

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.

5.0 SCOPE OF WORK

For the non-exclusive provision of elevator and escalator maintenance, testing and services at Exhibition Place, Toronto, for a one-year period commencing August 1, 2019 with three (3) additional one-year options to renew, all in accordance with the provisions and specifications contained in this RFQ and the Policies contained in Appendix C, Scope of Work, Requirements, Specifications, Price Schedule contained in Appendix D, and the City of Toronto Fair Wage Policy and Labour Trades Contractual Obligations in the Construction Industry.

- a. The scope of work for this RFQ includes the non-exclusive supply, delivery, installation, repairs and Warranty of all labour, materials and equipment necessary to provide repairs and maintenance services to elevators and escalators in various buildings at Exhibition Place.
- b. The intent of this Request for Quotation is to establish an agreement to:

Ensure the escalating devices as listed in Appendix G, are covered under an all-inclusive comprehensive maintenance agreement in order to keep operating in a safe, efficient, trouble free and optimized manner;
Ensure that the elevating devices are maintained in compliance with applicable codes.
- c. The requirements of this RFQ shall be performed to as a minimum standard. All Work shall be coordinated with a representative of Exhibition Place prior to commencement.
- d. The Vendor shall be responsible for providing all services, materials, parts, equipment, personnel, engineering, plant, design services, and supervision as required to meet the requirements of this agreement. Unless specifically noted within the Contract, the Vendor shall be responsible for maintaining the operating performance within the design parameters and in accordance with the operating instructions and limitations as set out by the original equipment manufacturer.
- e. Under no circumstances shall the Vendor downgrade, adjust in any detrimental fashion or make repairs or equipment replacements with components that would detract from the original design intentions of the original equipment manufacturer. The Vendor shall immediately advise the Board's representative of any requirements, RFQ conditions or specified work routines that are not in conformance with, or detract from, the safe operation of the equipment. Furthermore, the Vendor shall advise the Board's representative of any items that will adversely compromise equipment safety or the original equipment manufacturer's design intentions or equipment limitations.

- f. Where the requirements of this Agreement set out additional testing and inspection over those listed in B44, the requirements of this RFQ shall be adhered to.

5.1 Service Requirements and Conditions

This RFQ shall cover the maintenance and servicing requirements for all elevating devices as listed in Appendix F, as owned and operated by the Board. It is the Vendor's responsibility to check the information supplied by the Board and also obtain the missing information.

Where a device, component, part, piece of equipment, service routine or procedure is listed in a singular manner, such reference shall apply to as many such devices, components, parts, pieces of equipment, service routines or procedures that are required to complete the Work.

5.2 Description of Work

- a. The Scope of Work for this Agreement shall consist of the elevator and escalator equipment maintenance services, on a time and material basis, and all-inclusive maintenance services to escalators listed in Appendix G.
- b. For the all-inclusive maintenance portion, the Vendor shall be responsible to supply and pay for all costs associated with the provision of materials, parts, lubricants, cleaning supplies, storage facilities, equipment, field labour, supervision, engineering, record keeping and any other necessary activities, services or components as required to perform the Work.

5.3 Supervision

The Vendor shall provide trained, knowledgeable and skilled supervisors to oversee the Work and ensure compliance with the terms and conditions of the Contract. The costs associated with supervising shall be included in the Contract price.

Supervisors shall fully represent the Vendor in the performance of the Work. They shall be authorized to accept any and all notices, orders, reports, complaints or other communication on behalf of the Vendor.

The Vendor shall have on staff sufficient Supervisors to supervise the Work of route mechanics.

5.4 Personnel

- a. The Vendor's personnel shall restrict their movements and duties to areas of the Board's buildings, which contain passenger conveyance equipment or is directly related to the performance of their work.
- b. The Vendor's personnel shall be provided with uniforms or ready means of identification to clearly establish their identity.
- c. The Vendor's personnel will be provided with parking space on Board property. Under no circumstances whatsoever are emergency routes to be blocked by the Contractor's vehicles.

5.5 Mechanics on Call

The Vendor must have available a minimum number of Maintenance Mechanics on call after hours. The Board must be notified of this number.

5.6 The Vendor shall coordinate with the Board's Representatives every time an elevating device is to be removed from operation for an extended period of service (i.e. more than one half day) to carry out corrective or preventive maintenance (i.e. change of hoist cables, motor rewind, bearing replacements, hoist way clean down).

In the event an elevating device cannot be returned to working condition by the time the mechanic leaves the building, the Vendor shall advise the Board's Representative as to the nature of the problem, explaining why corrective actions cannot be completed at that time, and indicate when the elevating device will be returned to normal operation.

The Vendor may be requested to attend coordination meetings with the Board. At the meetings, the Vendor shall be prepared to discuss ongoing operating problems, address call back performance, review recurring shut downs and any other item which the Board may require.

The Vendor shall not remove from service more than one elevating device at a time in any one Building, to carry out preventive maintenance repairs without prior approval.

The Board may carry out periodic inspections of its elevating device installations to monitor the performance of the Contract. The Board may elect to retain the services of a professionally qualified, unbiased, registered elevating device inspection consultant to carry out these inspections. The Vendor shall cooperate with the inspection consultant, though the Vendor shall not be responsible to provide assistance or field labour for such inspections.

5.7 Codes and Standards

- a. Supply all equipment to perform and carry out all work in accordance with the requirements of the federal, provincial and local safety codes, by laws and regulations in effect at the time of this Contract.
- b. The relevant requirements of the Elevating Devices Act and Ontario Regulation 229/81 (latest edition) as well as the B44 shall be considered as part of the scope of work.
- c. The Vendor shall advise the Board in writing of all changes in safety code regulations or requirements that might affect the performance of the Work or terms and conditions of the Contract.
- d. Where unforeseen changes in codes or regulations result in additional costs to the Vendor, costs that arise because the new or modified regulations were not part of the scope of work, such changes shall be considered as an extra to the Vendor. Under such circumstances, the Board shall only approve the release of additional monies after the Vendor has presented a written explanation detailing why there is justification for an increase in the agreement price.

- e. Should the inspection and testing requirements of B44 be revised during the Agreement in such a way that the frequency of inspection and testing procedures is reduced, the Vendor shall immediately advise the Board. Under such circumstances, the Agreement price may be reduced by an appropriate amount corresponding to the reduction in testing and inspection requirements.

5.8 Logging of Inspection and Testing Routines

The Vendor shall be able to demonstrate established in-house electronic recording and data logging of all testing and inspection routines as set out in B44.

5.9 Electrical Circuit Drawings and Manuals

- a. It is the responsibility of the Vendor to obtain all electrical circuit drawings, manuals and equipment shop drawings which relate to the equipment in question that the Board has in its possession. At the termination of the Contract, the Vendor shall return all drawings, manuals and other reference documents to the Board. Payment of final invoice shall not be made until all documentation has been accounted for by the Board.
- b. The Board will not be responsible for the accuracy of such drawings and manuals. The Board will be responsible for the cost associated with obtaining modified electrical circuit drawings, as limited to the circuits as defined under B44.
- c. During the term of the Contract, should the Vendor make any field wiring changes, all such changes, revisions and modifications shall be recorded on the appropriate electrical circuit diagram by the Vendor. The Vendor shall advise the Board in writing of such changes, and shall provide an explanation as to why the change was necessary. Mark all wiring changes and revisions in red ink and electrical circuit drawings. Include date when such revisions were made on drawing legend.
- d. The Vendor shall be responsible to maintain one copy of as built electrical circuit diagrams and other relevant material in each elevator and escalator machine room. When such drawings are larger than normal imperial size sheets of paper, they shall be mounted to wooden backboard. The Vendor shall ensure all drawings contained within the machine room are laminated or otherwise protected from dirt and grime.
- e. The Vendor shall be responsible for the replacement costs for any and all drawings as lost, damaged or destroyed during the term of this Contract.

5.10 Unit Prices and Additional Work

As part of this RFQ bidders shall submit unit prices for charge out rates based upon regular, overtime and holiday work. Such rates shall be applicable for all repairs, adjustments and replacement work not covered under the Comprehensive all-inclusive maintenance agreement for the escalators.

The Vendor shall not carry out any additional work without prior approval from the Board's Representative.

The Board shall not be responsible for payment of any invoices where additional work was performed without prior approval.

The Board reserves the right to obtain competitive prices for all major repair work in excess of \$10,000.00.

5.11 Call Back Report

At the end of each invoice period, the successful Vendor must provide The Board's representative with a call back summary report for all equipment covered under these specifications for the preceding month. The call back report shall include the time, location, elevating device number and cause or source of trouble for each call back.

Where no call back incidences occur during the month, the call back report shall indicate that no such calls occurred.

5.12 Strikes and Lockouts

In the event of a labour dispute such as a strike or lockout amongst the Vendor's maintenance technicians, the Board reserves the right to reduce the monthly Contract price in accordance with the following formula:

- a. 40% reduction in the agreement price for each elevating device in operation
- b. 75% reduction in the agreement price for each elevating device which is shut down
- c. Reductions shall be pro-rated within any monthly period, based upon the commencement date of the labour dispute, and its duration.

5.13 Conditions of Existing Equipment

Unless expressly identified in writing with their bid, the successful bidder shall be responsible for the repair, replacement, readjustment and modification of all existing equipment, to meet the requirements of this RFQ as listed on Appendix F.

5.14 Safety Information Deliverables

During the contract the Vendor shall deliver to the Board's Representative, within seven (7) calendar days of the Board's Representative's request and at no cost to the Board any of the following:

- a. A copy of the Vendor's Occupational Health and Safety Policy;
- b. A copy of the Vendor's program/plan to implement their Occupational Health and Safety Policy for the Vendor which should effectively prevent and control accidents in the course of performing work under the contract;
- c. A copy of all communications with, and including all orders by the Ministry of Labour or other relevant occupational health and safety enforcement authority for issues that directly or indirectly relate to this contract;
- d. A copy of all accident/injury investigation reports, including but not limited to the WCB Form 7 for issues that directly or indirectly relate to this contract. Each report must contain a statement of what actions will be taken to prevent a recurrence;

- e. A copy of all inspection reports made by the Vendor in compliance with the employer's responsibility under the Occupational Health and Safety Act for issues that directly or indirectly relate to this Contract;
- f. A copy of all safety information pertaining to the contract made and furnished by the Vendor's own safety personnel or outside consultants/advisors engaged for the purpose of inspecting the workplace for occupational health and safety;
- g. A verification that all workers in the employ of the Vendor on site have had a WHMIS training or refresher course within the last twelve months;
- h. The immediate reporting to the Board's representative of all instances that are defined in the Occupational Health and Safety Act as "Notices of Injuries" and "Occurrences" under Sections 51, 52 and 53 and any occasion that a worker exercises their "Right to Refuse Unsafe Work";
- i. Proof of the Vendor's Quality Assurance System certificate or other quality system with supporting documentation.

The Board's representative reserves the right to request additional information pertaining to safety or to amend the requirements above during the duration of the work and at no additional cost to the Board. The Vendor shall provide such information to the Board's representative within seven (7) calendar days of the request and at no cost to the Board.

5.15 Unsafe Conditions

The Vendor agrees that if, in the opinion of the Board, the health and safety of a person or persons is endangered or the effective operation of the system put in place to ensure the health and safety of workers is not being implemented, the Board may take such action as it deems necessary and appropriate in the circumstances, including without limitation, the following:

- a. Require the Vendor to remedy the condition forthwith at its own expense;
- b. Require that all work must stop in whole or in part until such time as the condition has been remedied;
- c. Remedy the problem and the Board shall back-charge the Vendor for the cost of such remedial work, together with an appropriate overhead factor as determined by the Board in its sole discretion.

5.16 Spills

- a. A spill is defined in the Ontario Environmental Protection Act (EPA) as a discharge "into the natural environment, from or out of a structure, vehicle or other container that is abnormal in quality or quantity in light of all the circumstances of the discharge.
- b. The Vendor is solely responsible and liable for cleanup, reporting, repairs, removal, damages and associated costs and any other actions arising from a spill.
- c. The Vendor must carry a spill response kit in their service vehicle. The spill response kit shall contain materials and equipment capable of containing and disposing any spill that could occur during the course of the contract term.
- d. The Vendor will immediately communicate the details to the Board's representative, report on the type of spill, the quantity of the material spilled, the exact location of the spill and whether or not the contaminant has entered any floor drain or affected any ground which is not paved.
- e. Contain the spill in a safe manner.

- f. Proceed to clean up the spill in accordance with the applicable regulations as stated above.
- g. Ensure immediate availability of products with which to affect temporary repair to broken pipelines and other services so spill or other emission of pollutant is immediately controlled and stopped and to mitigate damages.

5.2 Comprehensive Maintenance - Intent

The intent of this part of the Contract is to provide comprehensive equipment maintenance service covering the escalating devices as installed in the buildings owned by the Board, listed in Appendix G.

The Vendor shall provide sufficient preventative maintenance coverage so as to ensure trouble free operation and to prolong the effective operating life of each installation and its various components. The Vendor shall ensure that The Board's long-term equity in device equipment as covered under this Agreement shall not be diminished or adversely affected.

The Vendor shall keep each installation operating at its optimal design peak, in accordance with the instructions, guidelines and maintenance procedure as set out by the original equipment manufacturer. The quality, performance and operation of each installation shall not be degraded, adversely adjusted or modified. The Vendor shall be responsible to keep operational performance within the limits as defined herein.

5.2.2 Description of Work

The Vendor shall provide the following under the scope of this Contract for each and every device as listed in Appendix G:

- a. Regular preventative maintenance;
- b. 24-hour answering service;
- c. 24-hour call back service;
- d. Inspection and testing routines as set out herein;
- e. Provision of replacement parts;
- f. Repair and readjustment of defective parts to ensure proper operation;
- g. Cleaning, housekeeping and lubrication;
- h. Data logging of test certificates as required by B44;
- i. The Vendor shall maintain all elevating devices and equipment in accordance with the design parameters as set out herein and as modified in writing from time to time by the Board;
- j. The Vendor shall not readjust, modify or otherwise alter any operating parameter which is contrary to the requirements or performances as set out within this Contract, without the prior written approval from the Board;
- k. The Vendor shall schedule and perform all work so as to minimize the disruption and inconvenience to the Board and building occupants.

5.2.3 Maintenance Checks and Work Routines – Escalators

Comply with the inspection, maintenance, service work and testing routine schedule as set out in B44-M94, Supplement 1 Section 12, as a minimum standard. Perform these activities in addition to the routines as noted below:

- a. Carry out the following checks and tests in accordance with the frequencies as noted below on all escalators. Where such tests or inspections uncover a component or part which is worn, defective, out of adjustment or requires servicing or replacement, perform all necessary remedial work to repair, replace and readjust said component to its proper operating condition. In all cases where unusual noises are heard, investigate and determine the cause and take immediate corrective action;
- b. The Vendor shall provide all labour, materials products, equipment and services necessary for the full maintenance of escalators as described below;
- c. The Vendor shall regularly and systematically examine, clean lubricate, adjust and, when conditions warrant, repair or replace the following, using original manufactures parts or approved equals;
- d. Gears, thrust bearings and housings, brake including brake pulley, brake coil, brake contact, linings and component parts;
- e. Motor windings, rotating elements, commutator, brushes, brush holders and bearings;
- f. Chains, sprockets, rollers and bearings, universal joints, handrail and alignment devices, track step chain, comb segments, governor bearings, contacts and jaws;
- g. The Vendor shall keep the escalators properly lubricated at all times;
- h. The Vendor assumes no responsibility for the following items which are not included in this specification: Balustrades, deck covers, moldings, interior panels, skirt panels and step assemblies, wedge guards, escalator lighting and handrail lighting, painted surfaces, including the demarcation line on the steps and /or comb segments.

5.2.4 Inspection Frequency

The Vendor shall perform routine maintenance inspections at least once per month at which time the equipment is to be examined and any additional work shall be done to correct and monitor problem conditions.

5.2.5 Minimum Monthly Labour

The Vendor shall provide four (4) man hours as average minimum monthly labour for maintenance of each escalator.

The Vendor shall maintain and adjust the equipment so that:

- i. No obvious or objectionable bumps can be felt while riding on the escalator;
- ii. The escalator carries rated load at rate speed within the ratings of the drive machine;

- iii. The Vendor shall ensure that all times the equipment meets the standards specified for the original installation of the equipment;
- iv. Upon operation, the handrail shall move in the same direction and at substantially the same speed as the steps.

Routine Maintenance

- a. The Vendor shall respond immediately to problems discovered in the course of examination by replacement of faulty parts, or otherwise implementing corrective action.
- b. The Vendor shall replace parts showing excessive wear no later than the next scheduled examination.
- c. The Vendor shall perform, as a minimum, the duties described herein at least once during the indicated period.
- d. Instruction to clean, check, lubricate, repair, etc. shall apply to as many such similar components, devices or systems as exist.

5.2.7 Monthly Checks

- a. Ride the escalator and observe the operation of the steps and handrails for smoothness and noise. Check handrails for proper tracking with the steps.
- b. Examine the clearance between the step treads and comb plate fingers and between the step treads and skirt panels. Should clearances exceed the maximum allowed by inspection authorities, correct the problem immediately.
- c. Check all controller relays for proper contact and excessive heating.
- d. Thoroughly clean the machine. Check the machine bearings for excessive heating. Observe that the brake action is correct. Check the oil level in the machine and examine for oil leaks.
- e. Ride each step and check for bumps or broken treads. Replace or adjust step and track components as required to correct the problem.
- f. Press each stop button and check for proper stopping distance. Adjust brake if required.
- g. Check step chain for proper tension and lubricate.
- h. Check sprockets.

5.2.8 Semi Annual Checks

- a. Trip the governor by hand. Check all parts of the mechanism for freeness and clean and lubricate as required.
- b. Vacuum the motor (do not use a blower).
- c. Examine the machine gear teeth for wear.
- d. Examine the drive chain for wear.
- e. Clean the controller, examine all equipment and replace worn parts. Tighten all power circuit wiring connections. Pay particular attention to overload relay wire connections.
- f. Check overloads to ensure that they are correctly set.

5.2.9 Yearly Checks

- a. Thoroughly clean and inspect all step rollers and step chains for wear and replace as required.
- b. Thoroughly clean the motor. If the accumulation of dust is excessive, remove the dust by vacuum cleaner rather than by blower.
- c. Clean and examine all controller equipment for worn parts and replace if required. Check the power wiring connections for tightness with particular attention to the overload relay wire connections.
- d. Check the overloads for correct setting.
- e. Clean truss pans.

5.2.10 Category Five Tests

Bidders are to include the cost of Category Five tests in their quotation

5.3 Parts

The Vendor must own a sufficient supply of spare parts for repair of each unit. Materials or parts to be used are to be genuine original manufacturer's parts or approved equal. A list of replacement parts in stock, by part number, shall be furnished if requested by the Board prior to award of the Contract. The Vendor shall maintain an up-to-date inventory of all spare parts by part numbers.

5.3.1 Call Back and Emergency Call Back Service

- a. The Vendor shall give priority to call back service from authorized Board personnel and to restore the elevating systems to full function in the shortest possible time as the particular system may warrant.
- b. The Vendor shall provide call back service, 24-hours a day, 7 days a week, 365 days a year.
- c. Upon receipt of a call back request, the Vendor shall respond to the respective site within the following average time limits:
 - i. Call back during normal working hours: 45 minutes
 - ii. Call back outside of normal working hours, Monday to Friday: 90 minutes
 - iii. Call back on weekends and holidays: 120 minutes
 - iv. Emergency call back during normal working hours: 30 minutes
 - v. Emergency call back outside of normal working hours, Monday to Friday: 30 minutes
 - vi. Emergency call back during weekends and holidays: 45 minutes
- d. Upon receipt of an emergency call back request, the Vendor shall immediately dispatch a service technician to the call. Emergency call back shall have priority over all other types of call back.

- e. The Vendor shall ensure that there are a minimum of two trained technicians able to trouble calls at all times who have a minimum of ten (10) years documented work related experience and must differ from the two preventive maintenance mechanics listed above.
- f. The Vendor shall maintain a 24-hour answering service to record and dispatch maintenance technicians in response to call back requests. Furnish the Board's Representatives with telephone numbers for answering service. Where the afterhours number is different, clearly identify the times and days when this number should be used.
- g. The Vendor shall establish with the Board's Representative suitable call back procedures so as to ensure response times are efficiently held to a minimum.
- h. In the event that the emergency call relates to someone trapped in any of the elevating system units, the Vendor shall respond to the call immediately. The Vendor's maintenance worker shall arrive to the Board site within 40 minutes of the Board's representative placing such an emergency call to the Vendor. In addition, subsequent to receiving the emergency call and as soon as possible, the Vendor shall contact the Board's representative and provide the expected time of arrival of the Contractor's maintenance worker to the Board's site.
- i. The Vendor's maintenance worker shall arrive at the Board's site within 60 minutes of the Board's representative placing a call to the Vendor for all other (non-emergency) calls.
- j. The Vendor at its own expense, shall provide and maintain all necessary communication arrangements with its staff to ensure that the time frames stated above are adhered to and to ensure that the Board's representative is advised immediately with details, including but not limited to, the arrival time at the site, the problem found, the cause of the problem, the corrective actions taken and the time the elevator and escalator went back in service by phone and followed up in writing.
- k. Notwithstanding the above, the Board may contact and request the assistance of emergency services, e.g. Toronto Fire and/or other third parties (TSSA inspectors, etc.), however this does not absolve the Contractor of its responsibility to respond to the calls as noted above, and/or to perform diagnostic and repair services to an elevating device upon the Vendor's maintenance worker arriving to the site. In the event the Vendor fails to adhere to the response times noted above, the Vendor shall be liable to the Board for any costs incurred by the Board (ie charges from Toronto Fire, TSSA, other third parties etc.) and such costs may be deducted from the Vendor.

Site Visits

Mechanics shall notify site personnel upon arrival at the Building, whether such visit is a regular preventative maintenance check or a response to a call back request. Every one of the Vendor's personnel shall sign the log book at the Communications Office, General Services Building.

Prior to departing the site, mechanics shall have their time tickets initialled by authorized site personnel.

5.3.3. Replacement Parts

- a. The Vendor shall only use parts that are either genuine manufacturers' parts or components that are approved and proven to be equal to or better than the original part.
- b. Where substitute or compatible replacement parts are to be used, provide the Board's Representative with written confirmation that such replacements will not adversely affect equipment life, and detract from its performance or impact safety.

- c. Comply with the requirements of B44 regarding certification of non- original replacement parts.
- d. The Vendor shall be responsible for maintaining an adequate supply of commonly used spare parts, such as a complete set carbon brushes for DC motors and fuses matching the amperage ratings used within the controllers.

5.3.4 Elevator Maintenance Log

- a. The Vendor shall be responsible for collecting, maintaining and updating all test and inspection certificates as required by B44. The Vendor may elect to use electronic recording means of maintaining these records. However, upon request by the Board's representative, must be able to provide hard copy of these records.
- b. The Vendor shall include machine room testing check or leave copies of mechanic's time tickets securely fastened to machine room wall, containing mechanics signature or check off covering B44 tests.
- c. Where electronic recording is used, submit at intervals of no more than six months, hard copy records of all test certificates and other log book information to the Board. Records shall be submitted on a building by building basis. Records shall be clearly marked and indicated as to which building they are for.
- d. The Vendor shall submit to the Board, within 24 hours of a request to do so, hard copies of all logbook certification records and maintenance documents.
- e. At the termination of the Contract, provide the Board with hard copies of all records, charts, certificates and any other items as recorded in the elevating device logs.
- f. The Vendor shall supply a logbook for every elevating device, and record all maintenance work on same. These logbooks shall be kept in a safe place in the elevating device machine room.

5.3.5 Emergency Power and Fire Service Operation

The Contractor shall provide one (1) person to accompany the Board's Fire and Life Safety Systems Coordinator to assist in gaining access to all fire alarm system equipment located within the hoist way and machine room of all elevators covered under the contract for the purposes of testing and repairing this equipment if and when it is required.

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:
 - (c) A **Main Quotation Document**, including all appendices as required. (Mandatory)
 - (d) **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)
 - (e) **Appendix D (Price Detail Form)** completed as indicated. (Mandatory) Note: **Form 1** is provided in Appendix C.
 - (f) **Must be completed in a non-erasable medium and signed in ink.**
 - (g) **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.**
 - (h) **Must include references as set out in section 5.3, Subsection 3;**
 - (i) Bidders must have attended the mandatory site / information meeting as per section 4.2;
 - (j) Must be delivered no later than the Closing Deadline to:

Lynn Miller, Purchasing Manager
Enercare Centre, Purchasing Office
100 Princes' Boulevard, Suite 1, Exhibition Place
Toronto, ON, M6K 3C3
OR via email: purchasing@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

<u>Event</u>	<u>Date</u>
• RFQ posted on Exhibition Place website	April 15, 2019
• Bidder Mandatory Information Meeting	April 25, 2019
• Deadline for Questions from Bidders	May 1, 2019
• RFQ Closing Deadline	May 6, 2019
• Evaluation of Quotations	May 13, 2019
• Award	August 1, 2019

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 a Bidder based on the Bidder meeting specification and providing the lowest grand total costs 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 Services to be delivered, the date(s) and any other instructions related to the Services being provided.
- 6.7.3 The provision of the Services shall not commence until an Agreement or purchase order for the Services is issued.

7.0 QUALIFICATIONS

- 7.1 To receive consideration Bidders shall be actively engaged as a company in the business of providing elevator and escalator inspection, maintenance and repair services for a minimum of four (4) 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 has provided similar services 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 provision of the Services as listed in Appendix "D" – Price Schedule.

8.2 Term of Contract

Upon Award of this RFQ, the Successful Bidder and the Board will have an Agreement for a period of one (1) year with options to renew for three (3) additional one-year periods, all in accordance with the terms, conditions, and specifications contained in this RFQ and any applicable Board or City policy.

The decision to renew the Agreement for any option term will be at the sole discretion of the Board and will be decided at least four (4) months in advance. All terms and conditions of the Agreement shall remain in effect and continue during the optional year(s), with the exception of any price adjustment. The Board may take into consideration the following when making its decision to exercise any option year:

Available budget;
The annual price adjustment;
Vendor performance during the contract; and
Operational needs

Included in the decision to accept any option year(s) of the Agreement, is a price adjustment annually effective applied after the expiry date in accordance with the annual Consumer Price Index (CPI), (CPI Index-All Items-Toronto) for a 12-month period, using the most current CPI released month at the time of the first option year renewal, conducted by the Board for the Services included herein.

All subsequent option year renewals will be evaluated using the same CPI release month exercised during option year one (1), of the new year being exercised. All terms and conditions of the Agreement shall remain the same and continue during the extended Term.

For the purposes of the evaluation and award, there will be a 3% CPI increase applied annually to the total annual cost submitted by the Bidder.

In addition, the Board will also review the Vendor's contract performance during the term of the Agreement with regard to meeting timelines and delivery of Services.

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 under the law. Bidders must also sign and indicate the receipt of all Addenda as indicated in Appendix "C" Standard Submission Forms.

9.3 Price Schedule – Appendix D

In order for your Quotation to be considered, the Bidder must provide pricing on all items listed in Appendix D - Price Schedule 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 Schedule. 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 Schedule. 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 a quote for Services that meet or exceed the minimum specifications and requirements detailed in Sections 13 through 18.

Bidders must provide ALL prices requested in the Price Schedule(s). Prices that are intended to be zero cost/no charge to the Board must be submitted in the space provided in Price Schedule(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.

10.0 VOLUME REBATE – NOT APPLICABLE

11.0 BID SECURITY – NOT APPLICABLE

12.0 LITERATURE & DRAWINGS– NOT APPLICABLE

13.0 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 (4) years providing elevator and escalator inspection, maintenance and repair services. Provide the start date below:

Date: _____

- 13.4 Bidders must have experience in providing elevator and escalator inspection, maintenance and repair services to large facilities over the past three (3) years. Bidders must demonstrate this experience in the references they provide.
- 13.5 Bidders must submit a minimum of four (4) references from companies, for whom the Bidder has provided elevator and escalator inspection, maintenance and repair services in the past three (3) years as per 13.4 above, which may be submitted on 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 Services 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 GENERAL REQUIREMENTS

- 14.1 The Vendor shall be required to comply with all relevant Federal, Provincial and Municipal legislation in relation to workplace safety requirements.
- 14.2 The Vendor must have the ability to accommodate and adapt to service requirements that are not static and that may include intensive service requirements for a few days only.
- 14.3 It will be the sole right of the Board to request the removal of any of the Vendor's personnel for any reason.
- 14.4 The relationship of the Board and the Vendor is one of 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.

- 14.5 Any Agreement with the Vendor shall not be a guarantee of exclusivity and the Vendor is encouraged to make efforts to market their services to other clients.
- 14.6 The Vendor represents and warrants to the Board that the Vendor is the employer of all personnel providing services to the Board under the Agreement and assumes all of the employment-related responsibilities, expenses and liabilities including but not limited to remuneration, wages, benefits, vacation, illness, disability and workers' compensation coverage for its personnel, whether required statutorily, at common law or otherwise. The Board shall not be liable to the Vendor or its personnel under any circumstances for any fee, remuneration or other payment related to the performance of the Services except as expressly provided for in the Agreement.
- 14.7 The Vendor shall comply at its sole expense with all federal, provincial and municipal by-laws, policies, rules and regulations (including, without limitation, the Board's Collective Agreements and other applicable policies, 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, Income Tax Act and Occupational Health and Safety requirements) in relation to the provision of the Services, including the obtaining of all necessary permits and licences and shall submit proof of such compliance at the request of Exhibition Place, 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.
- 14.8 The Vendor represents and warrants that the persons employed by the Vendor shall be fully qualified and appropriately skilled to perform the duties and the tasks required by the Board and shall be dealt with and paid in accordance with the Agreement by the Vendor as employees and shall not be less than the minimum required by law. The Vendor shall be responsible for its own staff resources including its employed supervisors who will be directly responsible for the administration, direction, coordination and training of all personnel subject to the Agreement, as well as any codes of conduct and related employment policies of the Vendor.
- 14.9 The Board shall oversee quality control in relation to the Services provided by personnel supplied by the Vendor under the Agreement. The Vendor will provide a designated, qualified individual(s) in their employ, experienced in a managerial function on a full-time and exclusive basis throughout the period of Services, to provide supervision of personnel supplied by the Vendor and to liaise with the Board's Representative as well as attending pre and post planning and debriefing meetings. This supervisory coverage provided by the Vendor should be extended to include all times, including weekends and holidays during which personnel is being supplied by the Vendor and the supervisory role includes the provision of reports as requested by the Board. Personnel provided by the Vendor under the Agreement shall be and remain at all material times under the direction, supervision and control of the Vendor.
- 14.10 The Vendor shall restore all property temporarily removed, damaged or destroyed during the provisions of the Services to the satisfaction of the Board and at no cost to the Board.

14.11 Specifications

Bidders must provide a quote for Product(s) and/or Service(s) that meet or exceed the minimum specifications and requirements detailed in this RFQ.

The Deliverables being supplied in this RFQ must be new and certified by the Vendor, and free of encumbrance. Refurbished, rebuilt, or used Products will not be acceptable.

All specifications are minimum requirements that must be met or exceeded. Bids containing one or more items that do not meet or exceed the minimum specifications will be declared Non-Compliant.

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 will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the Board whether decreased or increased.

14.12 Delivery and Installation

- a) The Vendor must guarantee delivery of the Deliverables specified in this Request for Quotations five (5) calendar days after receipt of an order, to the delivery location specified by the Board in accordance with this section.
- b) The Vendor must deliver the specified Deliverables as per their Quotation without substitution or deviation.
- c) The Vendor shall provide staff who are qualified to undertake the installation services required under the terms of this RFQ.
- d) Delivery of items including, but not limited to parts and oil will be to Exhibition Place locations as per the Contract.
- e) The Vendor will be responsible for:
 - i. arranging elevator time with a designated contact.
 - ii. transporting the Product from a loading dock to a specific floor/room.
 - iii. delivering the Product between 08:00 and 16:00.

Late Delivery, partial shipments or shipment of unauthorized Product may result in the Contract being cancelled.

- f) The Vendor will be responsible for installation of the Product which will include*:
 - i. Installing parts and/or related components and accessories
 - ii. Testing of the Product to ensure it is functioning as per specifications
 - iii. The Vendor shall restore all property temporarily removed, damaged, or destroyed during the supply, delivery, and installation, of Products to the satisfaction of the Board and at no cost to the Board. The Vendor, before final payment, shall remove all surplus materials and any debris of every nature resulting from its operation and put the site(s) in a neat, orderly condition; thoroughly clean. If the Vendor fails to clean up at the completion of the supply, delivery, and installation of the Products, then the Board may do so and charge

- the Vendor for the costs thereof, or deduct said costs from any monies still owing to the Vendor.
- iv. The Vendor shall furnish all labour, materials, services, supplies, tools, equipment, apparatus, transportation, facilities and incidentals required and perform all operations necessary to accomplish the complete installation of the Product(s).
 - v. A hard copy packing slip must accompany the products delivered and include at a minimum, the purchase order number, the requisitioner's name and address, a description of the items delivered complete with serial numbers, part numbers, and quantity shipped.
 - vi. The Vendor must send valid Material Safety Data Sheet(s) sent with the first shipment of each new order.
 - vii. Before commencing any installation Work, the Vendor shall provide the Board with a valid clearance certificate from the Workplace Safety & Insurance Board (WSIB), and shall continue to provide valid clearance certificates from the WSIB for the duration of the Contract. 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 it has 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.

14.15 Return of Products

- a) Should the Product fail to work upon arrival, or within thirty (30) days of arrival, the Product will be returned for a complete exchange of new working Product (same make and model), at no cost to the Board. The Product must be exchanged within five (5) business days of notification. The Warranty Period of the replaced Product will be deemed to date from the day of replacement.
- b) If the Product(s) do not function as warranted and the problem cannot be resolved to the satisfaction of the Board, then the Product(s) may, at the sole discretion of the Board, be returned for a full refund.
- c) The Successful Vendor will be notified by the Board if a product is being returned for credit.

14.16 Warranty

The Successful Bidder shall complete all manufacturer Warranty registration for applicable Products as per the Warranty terms purchased and provide proof of registration to the Board within 30 calendar days of installation.

14.17 Joint (Consortium) Submissions

If more than one entity wishes to submit a joint quotation, only one company name should appear on the Call Document. Bidders are required to identify the company(ies) with which they will be working. Exhibition Place will enter into an agreement with only one company for the provision of these services.

15.0 GENERAL SPECIFICATIONS

- 15.1 The Vendor must guarantee delivery of the Services specified in this RFQ within 15 calendar days after receipt of a purchase order, to the location specified by the Board in accordance with this section.
- 15.2 The Vendor must deliver the specified Services as per their Quotation without substitution or deviation.

16.0 PRICING

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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.

17.0 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.

18.0 USAGE REPORTS

The Vendor shall demonstrate the ability to provide an electronic usage report in columnar text format, in MS Excel 2007 or higher version, of invoice details by providing the following report criteria:

Dollar value and usage information by:

- Location,
- Contract Number
- Invoice Number,
- By service hours
- By item
- By service date
- Usage
- Cumulative Total by month or as requested by Exhibition Place

The Vendor shall be required to submit to the Board usage reports on a monthly basis, or as requested, within 30 days after the end of each month based on the Appendix "C" – Price Schedule and the above report criteria. The Vendor shall also provide a cumulative report at the end of each Contract term based on the aforementioned criteria.

A sample Usage Report detailing the criteria as noted above **must** be included by the Bidder with their Bid submission.

19.0 INVOICE AND BILLING REQUIREMENTS

19.1 Billing Information

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 ajaniszewski@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:

The Exhibition Place contact name and phone number (the person ordering the services),
Delivery location of services,
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).

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

The Agreement shall not be valid once the specified period has elapsed unless an extension has been requested by the Board.

19.2 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.

19.3 Exceptions – NOT APPLICABLE

20.0 WORKPLACE SAFETY AND INSURANCE BOARD

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.**

23.0 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 (“OHSA 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 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)	_____
)	Signing Officer for Company
THIS DAY OF 20____.)	
)	
A Commissioner etc.)	

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

APPENDIX "A"
REQUEST FOR QUOTATIONS PROCESS TERMS AND CONDITIONS

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.

Contacts and Questions

- (1) All contact and questions concerning this RFQ should be directed in writing to the designated "Board Contact" in 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

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.

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.

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.

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.

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.

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.

Binding Bid

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

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 Contract with the Board and follow any reasonable direction from the Board to cure any default. Bidders shall maintain a satisfactory performance rating on their Contract 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.

Failure or Default of Bidder

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:

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

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.

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:
 - 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
 - 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
 - it is so unbalanced as to be tantamount to allowing an advance payment.

Currency

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

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.

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.

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:
 - is and shall remain the property of the Board;
 - must be treated by Bidders and prospective Bidders as confidential;
 - must not be used for any purpose other than for replying to this RFQ, and for fulfillment of any related subsequent contract.

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.

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.

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.

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.

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 \$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.

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

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.

The Vendor shall be responsible for its own staff resources and for the staff resources of any subcontractors and third-party service providers.

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.

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

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.

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.

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.

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.O.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):
- 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 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 ajaniszewski@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 2019-35063

Provision of elevator and escalator inspections, testing, maintenance and repairs as and when required by Exhibition Place as set out in this RFQ

CLOSING: 10:00 A.M. (LOCAL TORONTO TIME) May 6, 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 or services are being offered: YES_____

NO _____

State briefly the environmental benefit of the products or services 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

Rate per month per device for comprehensive maintenance service as per specifications, inclusive of all equipment, labour costs, travel time, wait time, service truck charges, supervision and all other charges that may be anticipated, excluding HST. No additional costs will be considered after submission.

Bidders must complete all line items in all Parts A, B, C and D or your Bid Submission will be declared Non-Compliant. PLEASE NOTE: Escalators are run during shows and events as required and there are periods when the escalators are not run.

Part A-Escalators					
Line Item	Building Location	TSSA Number	Number of Months (A)	Rate per month from August 1, 2019 for a period of one (1) year fixed (B)	Extended Price (C)= (A)x(B)
1	Galleria West #1 Enercare Centre	72196	12	\$	\$
2	Galleria West #2 Enercare Centre	72197	12	\$	\$
3	Event Services #3 Enercare Centre	72198	12	\$	\$
4	Event Services #4 Enercare Centre	72199	12	\$	\$
5	Exit to Princes' Blvd. #5 Enercare Centre	72321	12	\$	\$
6	Exit to Princes' Blvd. #6 Enercare Centre	72322	12	\$	\$
7	East End #7 Enercare Centre	72323	12	\$	\$
8	East End #8 Enercare Centre	72324	12	\$	\$
9	Tunnel #9 Enercare Centre	72360	12	\$	\$
10	Tunnel #10 Enercare Centre	72361	12	\$	\$
11	Beanfield Tunnel #11 Enercare Centre	72352	12	\$	\$

12	Beanfield Tunnel #12 Enercare Centre	72353	12	\$	\$
13	Beanfield Conference Centre #13	153180	12	\$	\$
14	Beanfield Conference Centre #14	153181	12	\$	\$
Subtotal Part A-Escalators					\$
Part B-Elevators					
Line Item	Building Location	TSSA Number	Number of Months (A)	Rate per month from August 1, 2019 for a period of one (1) year fixed (B)	Extended Price (C)= (A)x(B)
1	Enercare West Galleria	72113	12	\$	\$
2	Enercare Management Office	72167	12	\$	\$
3	Enercare North Galleria	72263	12	\$	\$
4	Enercare South Galleria	72325	12	\$	\$
5	Enercare Heritage Court	72356	12	\$	\$
6	Enercare RAWF	71815	12	\$	\$
7	Beanfield Passengers	72362	12	\$	\$
8	Beanfield Freight (small)	35229	12	\$	\$
9	Beanfield Freight	64472464	12	\$	\$
10	East Annex Passengers	61207	12	\$	\$
11	East Annex Freight	23652	12	\$	\$
12	West Annex Freight	37454	12	\$	\$
13	Horse Palace Passengers SW	69357	12	\$	\$

14	Horse Palace Freight	38149	12	\$	\$
15	Horse Palace Passengers SE	79556	12	\$	\$
16	General Services	11478	12	\$	\$
17	Bandshell	68465	12	\$	\$
Subtotal Part B-Elevators					\$
Part C-Labour					
Time Period	Trade	Projected Hours Per Month	Number of Months (A)	Rate per month from August 1, 2019 for a period of one (1) year fixed (B)	Extended Price (C)= (A)x(B)
Regular Time (8:00AM to 5:00PM Monday to Friday)	Mechanic	30	12	\$	\$
	Adjuster	12	12	\$	\$
	Helper	12	12	\$	\$
	Service Crew	3	12	\$	\$
Premium Time (5:01PM to 7:59AM Monday to Friday)	Mechanic	6	12	\$	\$
	Adjuster	4	12	\$	\$
	Helper	4	12	\$	\$
	Service Crew	1	12	\$	\$
Premium Time (Saturday, Sunday and Statutory Holidays)	Mechanic	3	12	\$	\$
	Adjuster	2	12	\$	\$
	Helper	2	12	\$	\$
Subtotal Part C-Labour					\$

Warranty Bidders must indicate warranty period upon completion of work and acceptance by the Board's representative. Specify: _____ Failure to provide a Warranty response will result in your Bid Submission being declared Non-Compliant.			
Part D-Materials			
Line Item	Estimated Materials Cost from August 1, 2019 for a period of one (1) year fixed (A)	Percentage Markup (B)	Extended Price (C)= (A)x(B)
1	\$10,000	%	\$
TOTALS			
Subtotal A-Escalators		\$	
Subtotal B-Elevators		\$	
Subtotal C-Hourly rates		\$	
Subtotal-Materials		\$	
Total Base Bid Price		\$	

D. Option Year Pricing

PLEASE NOTE: Should the option years be exercised, based on Consumer Price Index (CPI), pricing will be subject to an adjustment in accordance with the annual CPI-All items – Toronto for a 12-month period ending four (4) months prior to the start of each Option Year.

(*Award calculations for Options Years will be based on a budgetary amount of 3% CPI Annually)

Emergency Service

24 HOUR ANSWERING SERVICE

Vendor shall currently have 24-hour answering service. Answering service shall log calls and be equipped to dispatch housekeeping staff 24 hours a day, 7 days a week, 365 days per year.

Bidders are to confirm their compliance with this requirement with their bid, including details of answering service.

Specify: _____

24 HOUR CALL BACK RESPONSE

Vendor shall currently provide 24-hour, 7 days a week, 365 days a year response to calls with a two-hour maximum on site response.

Specify: _____

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 SERVICES LISTED WILL BE DECLARED NON-COMPLIANT.

NOTES

All Bidders must comply with Municipal Code, Chapter 67, Fair Wage with respect to Fair Wage rates and/or Labour Trade Obligations, subject to Fair Wage approval. Any resulting Contract term(s) including any/all option year(s) will be subject to the same terms.

MANDATORY SUBMISSION REQUIREMENT

State your Workplace Safety and Insurance Board Account Number:

Specify: _____

BIDDER REFERENCES FORM

Additional information can be provided on separate pages as necessary.

1. Company Name: _____
 Contact Name/Title: _____
 Telephone Number: _____
 Email: _____
 Year the Service was provided: _____
 Details of service provided: _____
2. Company Name: _____
 Contact Name/Title: _____
 Telephone Number: _____
 Email: _____
 Year the Service was provided: _____
 Details of service provided: _____
3. Company Name: _____
 Contact Name/Title: _____
 Telephone Number: _____
 Email: _____
 Year the Service was provided: _____
 Details of service provided: _____
4. Company Name: _____
 Contact Name/Title: _____
 Telephone Number: _____
 Email: _____

Year the Service was provided: _____

Details of service provided: _____

APPENDIX “E” 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 “F”

LIST OF LOCATIONS AND DEVICES

EXHIBITION PLACE ELEVATOR AND ESCALATOR INVENTORY

ELEVATOR #	BUILDING	LOCATION	TSSA #	MAKE	INSTALLATION DATE	FLOOR	ELEVATOR DESCRIPTION	TYPE OF MECHANISM	MODEL	MODEL 2	Firefighters Emergency Operability
1	Enercare	Centre West	72113	Shindler	1996-	1 2 3	Low Rise	Hydraulic	Passenge	2 Speed Doors Front and	Yes
2	Enercare	Management	72167	Porta-Flex	Sept 7 2000	1 2 3	Low Rise	Hydraulic	Passenge	2 Speed Doors Front and	Yes
3	Enercare	North Galleria	72263	Shindler	July 2 1996	P1-1-2-3	Low Rise	Hydraulic	Passenge	2 Speed Doors Front and	Yes
4	Enercare	South Galleria	72325	Shindler	Sept 9 1996	L-P-2-3	Low Rise	Hydraulic	Passenge	2 Speed Doors Front and	Yes
5	Enercare	Heritage Court	72356	Shindler	Nov 4 1996	P-1	Low Rise	Hydraulic	Passenge	2 Single Slide Opening Left	Yes
6	Enercare	RAWF	71815	Shindler	N/A	1-2R-2	Low Rise	Hydraulic	Passenge	Doors Single Slide	Yes
7	Beanfield	North Passenger	72362	Shindler	1996-	L-1-2	Low Rise	Hydraulic	Passenge	Doors Single Slide	Yes
9	Enercare	East Annex	61207	Federal	N/A	1-2	Low Rise	Hydraulic Handi-cap	Passenge	Doors Swing Manual	Yes
10	Horse Palace	Accessible	69357	Concord	Sept 1994 -	1-2	Low Rise	Roped Hydraulic Handi-	Passenge	2 Swing Door Automatic	Yes
11	Horse Palace	South East	79556	Porta-Flex	Nov 2 2002	1-2R-2-2R	Low Rise	Hydraulic Holeless Twin	Passenge	2 Speed Doors	Yes
15	Enercare	East Annex Freight	23652	Dover	N/A	1-2	Low Rise	Hydraulic	Freight	Peelee Doors Manual	Yes
17	Enercare	West Annex	37454	Northern	1994-	1-1R-2	Low Rise	Hydraulic	Freight	Peelee Doors Automatic	Yes
18	Beanfield	Freight	64472464	MEI	2008-	1-2R-2-3R-	Low Rise	Dual Cylinder Hydraulic	Freight	Peelee Doors Automatic	Yes
19	Beanfield	Small Freight	35229	OTIS	Oct 27 1981	1-2-3	Low Rise	Hydraulic	Freight	Peelee Doors Manual	Yes
20	Horse Palace	Freight	38149	Northern	Jun-85	1-2-3	Low Rise	Hydraulic	Freight	Peelee Doors Manual	Yes
21	General	Freight	11478	Beckett	N/A	B-1F-1R-2	Low Rise	Hydraulic	Freight	Peelee Doors Manual	Yes
22	Bandshell	Accessible	68465	Ventco2	N/A	B-1-2	Low Rise	Roped Hydraulic Handi-cap	Passenger	Swing Doors Automatic	Yes
ESCALATOR #	BUILDING	LOCATION	TSSA #	MAKE	INSTALLATION DATE						
1	Enercare	Galleria West	72196	SWE Shindler	1998						
2	Enercare	Galleria West	72197	SWE Shindler	1998						
3	Enercare	Event Services	72198	SWE Shindler	1998						
4	Enercare	Event Services	72199	SWE Shindler	1998						
5	Enercare	Exit To Princes'	72321	SWE Shindler	1998						
6	Enercare	Exit To Princes'	72322	SWE Shindler	1998						
7	Enercare	Galleria East	72323	SWE Shindler	1998						
8	Enercare	Galleria East	72324	SWE Shindler	1998						
9	Enercare	Tunnel	72360	SWE Shindler	1998						
10	Enercare	Tunnel	72361	SWE Shindler	1998						
11	Beanfield	Tunnel	72352	SWE Shindler	1998						
12	Beanfield	Tunnel	72353	SWE Shindler	1998						
13	Beanfield	North Elevator	153180	9300	Feb 20 2009						
14	Beanfield	North Elevator	153181	9300	Feb 20 2009						

