



NOTICE TO POTENTIAL BIDDERS

April 17, 2019

**Request for Quotation
EPRFQ 2019-35065**

For the non-exclusive provision of pest control services at Exhibition Place for a one-year period commencing October 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 7, 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 preferable.

Deadline for Questions: (must be in writing)	May 2, 2019, 12:00 noon (three business days prior to closing)
Mandatory Information & Site Meeting:	April 24rd, 2019 at 1:00 p.m. General Services Building, 2 Manitoba Dr., Toronto, Wind Boardroom
Board Contact:	Lynn Miller, Purchasing Manager (t) 416-263-3628 (e) purchasing@explace.on.ca

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

COMPANY NAME:	
RFQ No.:	EPRFQ 2019-35065
CLOSING DEADLINE: 10:00 AM (Local time)	<u>May 7, 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

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

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

1.2 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.

1.3 If the Board does not amend the RFQ by way of addendum then the requirements of the RFQ remain unchanged. Additional terms or exceptions submitted with the Quotation will not be considered and will render the Quotation non-compliant.

2.0 DEFINITIONS

2.1 Definitions

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

“Pests” means mean interior insects, exterior insects, rodents, mammals, seagulls and pigeons that are presenting an infection control risk or are deemed by the Board to be a nuisance

“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 pest, seagull control and fogging services at the various locations as listed in this RFQ at Exhibition Place, Toronto in accordance with the specific requirements listed herein.

Pest, seagull, insect and rodent control services shall be carried out in all of the listed areas stated in the Appendix "D" Price Form. The facilities and buildings listed will include

the following, where applicable: washrooms, kitchens, restaurants, lunch rooms, office areas, waste bin areas, grease tank locations, dressing rooms, basements, access tunnels, storage rooms, loading areas and food waste bins. In addition to these areas, specific needs will be outlined for each location.

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) bidder whose submission meets all specifications and requirements at the lowest grand total cost to the Board. The agreement will be deemed to incorporate the terms and all other provisions contained in this RFQ.

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 24rd, 2019 at 1:00 pm. Bidders will meet the Exhibition Place representatives at the General Services Building, 2 Manitoba Drive, Toronto, ON, M6K 3C3. The building is located at the northwest corner of Strachan Ave. and Manitoba Dr. Bidders should report to the Security Desk 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.

CNE and Royal Agricultural Events

The annual CNE is Canada's largest annual outdoor fair and runs for 18 days in August, culminating on Labour Day and uses the majority of the 192 acres of Exhibition Place and all the exhibition venues. The Royal Agricultural Winter Fair (RAWF) is the largest annual indoor agricultural and equestrian fair in North America. Annually the RAWF takes over a nine period around the first of November and occupies the Enercare Centre and the Horse Palace and uses various parking areas for its back-of-house uses.

5.0 SCOPE OF WORK

For the non-exclusive provision of pest, seagull, insect and rodent control services at Exhibition Place, Toronto, for a one-year period commencing October 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 Scope of Work, General Requirements, General Specifications, Price Schedule contained in Appendix D, and the City of Toronto Fair Wage Policy and Labour Trades Contractual Obligations in the Construction Industry.

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 17, 2019
• Bidder Mandatory Information Meeting	April 24, 2019
• Deadline for Questions from Bidders	April 26, 2019
• RFQ Closing Deadline	May 7, 2019
• Evaluation of Quotations	May 8, 2019
• Tentative Award commence on October 1, 2019	Mid-September, 2019, with services to

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 pest control services for a minimum of five (5) years in food courts, large restaurants, public assembly (fair grounds, theatres, large events, trade centres, malls), warehouses, all similar to the various locations and operations of Exhibition Place.
- 7.2 Bidders must have at minimum (5) five years' experience in the provision of seagull control services with ability to use birds of prey in sites similar to the various locations and operations of the site.
- 7.3 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 four (4) 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 five (5) years providing pest, rodent and seagull control services with ability to use birds of prey in sites similar to the various locations and operations of the site.
Provide the start date below:

Date: _____

- 13.4 Bidders must have experience in providing pest, rodent and seagull control services to food courts, large restaurants, public assembly facilities, theatres, large events, trade centres, malls and warehouses 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 pest, rodent and seagull control services in the past three (3) years as per 13.4 above, which may be provided in the form provided for this purpose in Appendix "D".

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

- a. Bidder's responsiveness to the needs and requirements of the client;
- b. Bidders ability to provide the 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.
- 13.7 Only qualified pest control exterminators and wildlife technicians licensed by the Ontario Ministry of the Environment, Conservation and Parks to operate in the City of Toronto, shall be allowed to work on the premises herein stated. Licenses issued by the Ontario Ministry of the Environment, Conservation and Parks are to be submitted upon request by the Board.

13.8 **Environmental Pest Management**

Exhibition Place has undertaken a wide scale "Environment First" approach to the goods and services used within the facilities and the manner in which they are used. This includes the pursuit of LEED certification for these facilities.

The Successful Bidder must have a strong comprehension of environmentally friendly techniques, equipment and programs, as well as LEED Certification and the requirements to obtain and maintain LEED Certification. It is expected that the Successful Bidder will monitor the types of products used and services provided to ensure they follow the guidelines of acceptance set forth by LEED, and ensure any new products, programs and equipment that can contribute to LEED Certification are shown to the appropriate Exhibition Place staff for possible implementation.

Bidders must have at minimum 3 years' experience in servicing LEED certified facilities. Some of the references provided must reflect upon this experience.

14.0 **GENERAL REQUIREMENTS**

Workplace Hazardous Materials Information System (WHMIS)

- 14.1 The Contractor must ensure that all WHMIS-controlled products used in performing the work are appropriately labeled.

The Contractor must maintain, at all times during the work, copies of material safety data sheets for WHMIS-controlled products on site in an easily accessible location.

The Contractor must comply with the requirements of WHMIS legislation regarding the use, handling, storage and disposal of hazardous materials.

Further to the requirements of WHMIS, the Contractor shall ensure that the application of flammable or toxic materials is commenced only after the following requirements are met:

Adequate ventilation is provided during and after application;

Enclosures are provided, when required, to contain fumes/vapours within the application area;

The building heating, ventilating and air conditioning system will not distribute fumes/vapours throughout the building;

Warning signs and appropriate safety barriers, as required by regulations or to prevent entry into the application area, are used;

Workers are provided with the necessary respiratory protection devices to safeguard their health.;

Notwithstanding the requirements of preceding paragraphs, applications which might affect the well being of any occupants or members of the public may be rescheduled to evenings or weekends; and

ALL INFORMATION REGARDING THE HANDLING OF MATERIALS, AVOIDANCE OF SPILLS, CLEANUP, INSTALLATION OF MATERIALS, VENTILATION, OR OTHER FEATURES DESIGNED TO MINIMIZE THE LEVEL OF WORKER OR PUBLIC EXPOSURE TO AIRBORNE CONTAMINANTS ARE APPROPRIATELY COMMUNICATED.

- 14.2 The Vendor shall provide accurate billing to the Board within 48 hours of the completion of a service call.
- 14.3 The Vendor shall be required to comply with all relevant Federal, Provincial and Municipal legislation in relation to workplace safety requirements.
- 14.4 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.
- 14.5 It will be the sole right of the Board to request the removal of any of the Vendor's personnel for any reason.
- 14.6 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.
- 14.7 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.
- 14.8 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.

- 14.9 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.
- 14.10 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.
- 14.11 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 daily 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.
- 14.12 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.

15.0 SPECIFICATIONS

- 15.1 ALL SPECIFICATIONS ARE MINIMUM REQUIREMENTS THAT MUST BE MET OR EXCEEDED for the provision of the Services. Bids containing one or more items that do not meet or exceed the minimum specifications will be declared non-compliant.
- 15.2 The Successful Bidder shall be required to supply all staff, supervision, training and insurance necessary to provide the services as and when called upon by the Exhibition Place representative.

- 15.3 The Successful Bidder shall be responsible for all pest control and pest monitoring of the interior and exterior areas. These locations shall be chemically and/or non-chemically treated and monitored by the Successful Bidder as required, to control pests.
- 15.4 The Successful Bidder shall be responsible for a program that serves to keep seagulls away from Exhibition Place and to prevent the seagulls from successfully nesting.
- 15.5 The Successful Bidder shall comply with the security regulations regarding contractor badges and access when on site.
- 15.6 The Successful Bidder shall be responsible for pest control for the following pests as defined below:

For the purpose of this RFQ, "pests" mean interior insects, exterior insects, rodents, mammals, seagulls and pigeons that are presenting an infection control risk or are deemed by the Board to be a nuisance and are defined as:

- **Interior Insects:** cockroaches, silverfish, non-wood boring ants, fleas, ticks, mites, flies, book lice, sow bugs, bedbugs and firebrats
- **Exterior Insects:** centipedes, crickets, sow bugs, pill bugs, clover mites, millipedes, earwigs, wasps and hornets
- **Rodents:** rats, mice, voles, squirrels and bats
- **Pests:** mean Interior Insects, Exterior Insects, Rodents, Mammals, Seagulls and Pigeons that are presenting an infection control risk or are deemed by the City to be a nuisance.
- **Infestation:** means the presence of one or more Pests
- **Mammals:** means raccoons, skunks and other non-domesticated animals

15.7 Note that trapping and removal/relocation costs of mammals and pigeons are extra.

15.8 PESTICIDES

15.81 Only federally and provincially approved pesticides shall be used.

15.82 The Successful Bidder shall submit a list of pesticides to be used along with sample labels and Material Safety Data Sheets with their quotation.

15.83 The Successful Bidder shall provide Material Safety Data Sheets or product data sheets (for non-WHMIS controlled products) to the building services supervisor, for all products used to control pests at all locations.

15.84 The pesticide list shall be changed as federal, provincial or local regulations change and new products become approved or existing ones become restricted.

15.85 The Successful Bidder shall only apply pesticides for which they are licensed.

15.9 OPERATOR'S LICENSE

15.91 Only Bidders with an effective Operator's Licence per O. Reg. 405/98, s.9, are allowed to submit a quotation. **The Bidder shall submit a copy of the effective Operator's Licence with their quotation submission.**

15.92 Only qualified pest control exterminators, licensed by the Ontario Ministry of the Environment, Conservation and Parks to operate in the respective City of Toronto areas, shall be allowed to bid or work on the premises herein stated. Licenses issued by the Ontario Ministry of the Environment, Conservation and Parks to be submitted upon request by the Board.

15.93 All work and materials shall be in accordance with Ontario's Pesticides Act and City of Toronto's Pesticides By Law #456-2003 and 385-2004 under City of Toronto Municipal Code Chapter 612, Pesticides, Use Of regarding the external application of pesticides.

15.94 The Successful Bidder shall assign employees fully qualified and licensed to perform the work as specified in the RFQ. Bidders must submit a list of the employee names and licence credentials showing the names, class of license and licence numbers **with their quotation.**

15.95 The Successful Bidder shall only provide extermination for those areas for which they are licensed.

16.0 SERVICE REQUIREMENTS PEST CONTROL

This specification applies to interior and exterior pest control.

16.1 **General**

The locations listed in the quotation document shall be chemically and/or non-chemically treated as required to control all pests at a level acceptable to the Board's representative.

- Any resident or entry breeding conditions identified during or after treatment shall be treated to the acceptance of the Board's representative, e.g., wasp nests, rat nests, pigeon nests.
- All areas of the locations specified shall be treated and controlled.
- No area shall be excluded unless written authorization is received from the Board's representative.
- Chemicals used shall leave minimal stains on surfaces where they are applied.

- Exterior perimeter treatment shall be included if required, to control entry of pests such as ants, cockroaches and rodents.
- Both the Enercare Centre and Beanfield Centre are LEED certified facilities. The successful bidder must provide service to each facility in compliance with LEED standards which includes that Integrated Pest Management practices maintain an environmentally sensitive approach to handling pests. In accordance with this requirement, Exhibition Place is obligated to employ the most environmentally sensitive management plan to significantly reduce harmful chemical use, energy waste, water waste, air pollution, solid waste and chemical runoff. Without limiting effectiveness, Bidders must note that LEED practices greatly restricts the use of materials not deemed “least hazardous”.

16.2 SERVICE REQUIREMENTS SEAGULL CONTROL

This specification applies to the seagull control program.

- 16.3 Service required from mid-March to mid-November, with a minimum twice weekly service, approximately three (3) hours per visit by wildlife service specialists. (The three hours twice weekly visit is an approximation of time averaged out over the eight (8) months service will be required. Accordingly, for clarity bidders are to anticipate spending 240 hours annually on this program.)
- Service may include night time visits.
 - Inspect roof top areas on site, and if activity is detected, conduct DAILY services until the activity is gone.
 - Collect nesting material and eggs as appropriate
 - Conduct scare tactics to keep seagulls away from the property; these include lasers, distress calls, pyrotechnics and birds of prey.

The Board will supply when available, high reach equipment for the Successful Bidder to reach high places in order to satisfy the requirements of the seagull control program. (High reach equipment operators must be High Reach – Fall Arrest trained and certified.)

16.4 MATERIALS INCLUDED & EXCLUDED

To be included: all materials, snap traps, glue boards, pesticides and rodenticides required to monitor and control pests covered by this RFQ shall be included in the prices quoted in the Schedule "A" Price Form.

Excluded: Any permanent placement of rodent control and fly control devices such as exterior bait stations, catchalls and light traps are not included, and shall be an additional charge.

16.5 SCHEDULING

- 16.51 The recommended Bidder shall submit a detailed work schedule acceptable to the Exhibition Place Facility Services representative prior to contract award. The schedule shall include the day of the week or month, the time of day and the estimated duration of each routine weekly/bi-monthly service call for each location. Failure to provide this schedule within five days after request from the Board's Representative may result in the bid being declared informal. Any changes to the schedule must be authorized in advance by the Facility Services Representative.
- 16.52 The Successful Bidder shall maintain a full time business office during normal business hours (8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory Holidays). The Successful Bidder must provide for twenty-four (24) hour services with immediate response (less than three hours) in the case of an emergency, and for all other services requests, a next business day maximum response time.
- 16.53 Aside from the Canadian National Exhibition fair period, all work performed shall be scheduled during the Board's normal business hours (8:00 a.m. to 5:00 p.m., Monday to Friday, excluding Statutory Holidays) unless mutually agreed upon by the Successful Bidder and the Facility Services representative.

16.6 RECORDS MAINTENANCE

- 16.61 The Successful Bidder shall maintain a logbook as well as proof of service through email or online tracking for each location and have available for review by designated Board employees, records detailing the following:

- 1) Type of pesticide/products used,
- 2) Location where pesticide was used,
- 3) Date, time and duration of application,
- 4) All pertinent Material Safety Data Sheets,
- 5) Ongoing written information regarding each service call detailing results of the inspections, sanitation and structural observations, work performed by the technician(s), and recommendations,
- 6) Diagram to indicate the location of monitors and bait stations,

Failure to maintain these records, or to provide them, or to have them recorded in a manner in which they can be easily interpreted may result in cancellation of the contract.

- 16.62 The Successful Bidder shall implement a reporting process that shall include documentation between the Board staff and the Successful Bidder's staff. This reporting process shall be checked on each routine service call and a documented response shall be provided in the log book and via email or online tracking.

17.0 BIDDER'S QUALITY MANAGEMENT SYSTEM

- 17.1 Within five (5) business days of request, Bidders shall provide proof of having a recognized Quality Management System and quality control standard established in

compliance with the Pesticide Act, OHSA and related regulations. Bidders that fail to provide information upon request will be declared non-compliant.

- 17.2 Within five (5) business days of request, Bidders shall provide a copy of the Bidder's certification to ISO 9001:2000 or an equivalent Quality Management System (QMS) to be approved by the Board. Bidders that fail to provide information upon request will be declared non-compliant.
- 17.3 To be considered as an equivalent Quality Management System, Bidders shall submit upon request within five (5) business days their QMS Manual (policies and procedures). Bidders that fail to provide information upon request will be declared non-compliant.
- 17.4 The Successful Bidder shall, as part of their service provide a bar-code or similar tracking system, for service verification purposes. At a minimum the system offered shall include a mechanism to show that the technician has visited all locations and bait stations on site (ie. barcode labels that are scanned by the technician to record the locations visited).

To receive consideration, Bidders shall submit with quotation documents, the details of their bar-code or similar tracking system. In the event that the system offered does not meet the requirements of the Board, the Bidder's quotation may not be considered further.

- 17.5 Supervisor duties required under the Agreement shall include, but not be limited to the following:
 - (a) Provide work direction and job specific instructions including safety orientation to staff;
 - (b) Assist in providing quotations for cleaning workforce as required;
 - (c) Ability to determine work location requirements and assign appropriate staff as related to specific tasks;
 - (d) Complete various daily work reports such as activity and progress sheets as they relate to assigned duties;
 - (e) Ensure workforce completes equipment inspections prior to each shift, report deficiencies and return paperwork to office staff;
 - (f) Ensure that appropriate action is taken to deal with incidents, problems and emergencies in accordance with organizational policies and procedures;
 - (g) Verify daily time sheets for assigned activities;
 - (h) Ensure work is assigned efficiently; and,
 - (i) Ensure all workers are competent and qualified to perform the assigned work.
- 17.6 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.
- 17.7 The Vendor must deliver the specified Services as per their Quotation without substitution or deviation.

18.0 PRICING

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.

19.0 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.

20.0 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:

- (a) Location,
- (b) Contract Number
- (c) Invoice Number,
- (d) By service hours
- (e) By item
- (f) By service date
- (g) Usage
- (h) 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.

21.0 INVOICE AND BILLING REQUIREMENTS

21.1 **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:

- i. The Exhibition Place contact name and phone number (the person ordering the services),
- ii. Delivery location of services,
- iii. Purchasing document information on the invoice (blanket Contract number, release order number, purchase order (PO) must be clearly indicated on the invoice. (*This purchasing number should be provided by Board staff at the time of order).

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.

21.2 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.

21.3 Exceptions – NOT APPLICABLE

22.0 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

1. Bidder's Responsibility

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

2. Contacts and Questions

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

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

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

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

3. Addenda

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

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

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

4. Exceptions to Mandatory Terms and Conditions

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

5. Omissions, Discrepancies and Interpretations

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

6. Bidders Shall Bear Their Own Costs

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

7. Limitation of Liability

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

8. Post-Submission Adjustments and Withdrawal of Quotations

(1) No unilateral adjustments by Bidders to submitted Quotations will be permitted.

- (2) A Bidder may withdraw its Quotation prior to the Closing Deadline any time by notifying the Board Contact designated in this RFQ in writing.
- (3) A Bidder who has withdrawn a Quotation may submit a new Quotation, but only in accordance with the terms of this RFQ.

9. Binding Bid

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

10. Supplier Code of Conduct

- (1) Honesty and Good Faith

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

- (2) Confidentiality and Disclosure

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

- (3) Conflicts of Interest and Unfair Advantage

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

- (4) Collusion or Unethical Bidding Practices

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

- (5) Illegality

A Bidder shall disclose to the Board any previous convictions of itself or its Affiliated Persons for collusion, bid-rigging, price-fixing, bribery, fraud or other similar behaviours or practices prohibited under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon.

- (6) Interference Prohibited

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

- (7) Gifts of Favours Prohibited

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

(8) Misrepresentations Prohibited

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

(9) Prohibited Communications

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

(10) Failure to Honour Bid

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

(11) Bidder Performance

Bidders shall fully perform their 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.

11. Failure or Default of Bidder

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

12. Acceptance of Quotations

- (1) The Board shall not be obliged to accept any Quotation in response to this RFQ.

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

13. Currency

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

14. Tied Bids

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

15. Mathematical Errors

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

16. Board Confidential Information

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

17. Ownership and Disclosure of Quotation Documentation

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

18. Intellectual Property Rights

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

19. Selection of Successful Bidder

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

20. No Contract until Execution of Written Agreement

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

21. Governing Law and Interpretation

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

APPENDIX "B"
GENERAL CONTRACT TERMS AND CONDITIONS

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

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

1. Compliance with Laws

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

2. Non-Exclusivity

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

3. Confidentiality

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

4. Conflict of Interest

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Board without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Board to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Board may immediately terminate the Contract upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by the Board to resolve or manage a Conflict of Interest; or (c) the Vendor's Conflict of Interest cannot be resolved to the Board's reasonable satisfaction.

5. Indemnities

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

Intellectual Property Indemnity

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

Employment & WSIB Indemnity

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

6. Insurance

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

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

The Successful Bidder shall, prior to the commencement of the agreement, furnish the Board, with proof of Automobile Liability Insurance and Comprehensive General Liability Insurance coverage, each in the amount of \$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

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

10. Independent Contractor

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

11. Warranties and Covenants

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

12. Ownership of Intellectual Property and Deliverables

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

13. Termination Provisions

- (1) Upon giving the Vendor not less than 30 days' prior written notice, the Board may, at any time and without cause, cancel the Contract, in whole or in part. In the event of such cancellation, the Board shall not incur any liability to the Vendor apart from the payment for the Services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation.
- (2) Failure of the Vendor to perform its obligations under the Contract shall entitle the Board to terminate the Contract upon ten (10) calendar days' written notice to the Vendor if a breach which is remediable is not rectified in that time. In the event of such termination, the City shall not incur any liability to the Vendor apart from the payment for the Services that have been satisfactorily delivered or performed by the Vendor at the time of termination.
- (3) All rights and remedies of the Board for any breach of the Vendor's obligations under the Contract shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the Board under the Contract or otherwise at law.
- (4) No delay or omission by the Board in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

14. Liquidated Damages

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

amounts from payments due to the vendor or to otherwise collect such costs from the vendor by any other method permitted by law.

15. Right to Retain Monies

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

16. Right to Audit

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

17. Occupational Health and Safety

- (1) The Vendor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the Occupational Health and Safety Act, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- (2) Nothing in this section shall be construed as making the Board the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the Services either instead of or jointly with the Vendor.
- (3) The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Work.
- (4) The Vendor acknowledges and represents that:
 - a) The workers employed to carry out the Services have been provided with training in the hazards of the Services to be performed and possess the knowledge and skills to allow them to work safely;
 - b) The Vendor has provided, and will provide during the course of the Agreement, all necessary personal protective equipment for the protection of workers;
 - c) The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
 - d) The Vendor has in place an occupational health and safety policy in accordance with the OHSA; and
 - e) The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.

- (5) The Vendor shall provide, at the request of the Board, the following as proof of the representations made in paragraph d(i) and d(iv):
- a) documentation regarding the training programs provided or to be provided during the Services (i.e. types of training, frequency of training and re-training); and
 - b) the occupational health and safety policy.
- (6) The Vendor shall immediately advise the Board in the event of any of the following:
- a) A critical injury that arises out of Services that is the subject of the Agreement;
 - b) An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Services that is the subject of the Agreement;
 - c) A charge is laid or a conviction is entered arising out of the Services that is the subject of the Agreement, including but not limited to a charge or conviction under the OHSA, the Criminal Code, R.S.C 1985, c. C-46, as amended and the Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A, as amended.
- (7) The Vendor shall be responsible for any delay in the progress of the Services as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Services or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to the Board.
- (8) The parties acknowledge and agree that employees of the Board, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Vendor do work or perform a task that is the subject of the Agreement.

18. Workplace Safety and Insurance Board

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

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

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

19. Accessibility Standards for Customer Service Training Requirements

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

20. Exhibition Place – Invoice/Billing Requirements

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

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

21.1 Standard Invoices:

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

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

2) Electronic Invoices

To support an electronic payable environment, the Exhibition Place Accounts Payable unit will accept electronic vendor invoices submitted via email to 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-2019-35065

Provision of pest, seagull control and fogging services as and when required by Exhibition Place as set out in this RFQ

CLOSING: 10:00 A.M. (LOCAL TORONTO TIME) May 7, 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 A. Hourly Labour Unit Prices

Pest, insect and rodent control shall be carried out in all of the listed areas, at the locations indicated which will include the following: washrooms, kitchens, restaurants, lunch rooms, office areas, waste bin areas, grease tank locations, dressing rooms, basements, access tunnels, storage rooms, loading areas and food waste bins. In addition to these areas, specific needs will be outlined for each location.

Exhibition Place requires a minimum of three (3) man hours per visit for Appendix "D" Price Form Section 1, a minimum of six (6) man hours per visit Appendix "D" Price Form Section 2 and a minimum of one (1) man hour for Appendix "D" Price Form Section 3, for an annual total of 412 man hours.

SECTION 1: October 1, 2019 to September 30, 2020

Bi-monthly service for each location listed (24 treatments per year)

Location #	Description	October 1, 2019 to September 30, 2020, price each treatment	Number of Treatments	Total
1	General Services Building including Electrical, Carpentry and Storage Cubicles, tool storage, and Vehicle Maintenance Garage.	\$ _____	24	\$ _____
2	Queen Elizabeth Exhibit Hall.	\$ _____	24	\$ _____
3	Band Shell and dressing room areas.	\$ _____	24	\$ _____
4	Better Living Center	\$ _____	24	\$ _____
5	Scadding Cabin	\$ _____	24	\$ _____
Year 1 Grand Total Section 1				\$ _____

SECTION 2 October 1, 2019 to September 30, 2020

Weekly service – 48 treatments per

Location #	Description	Cost Per Treatment October 1, 2019 to September 30, 2020	Number of Treatments	Total
6	Beanfield Centre– Conference & Convention Centre including kitchen and all areas.	\$ _____ ea	48	\$ _____
7	Enercare Centre – East Annex, first and second floor, West Annex second floor, Industry Building and North Extension including kitchen, restaurant and building exterior (bait stations)- all areas.	\$ _____ ea	48	\$ _____
8	Enercare Centre – Halls A, B, C, D, Galleria, and Heritage Court - including kitchen, restaurant and building exterior (bait stations) - all areas.	\$ _____ ea	48	\$ _____
Year 1 Grand Total Section 2				\$ _____

SECTION 3 October 1, 2019 to September 30, 2020

Weekly service – 52 treatments per year

Location #	Description	Cost Per Treatment Oct. 1, 2019 to Sept. 30, 2020	Number of Treatments	Total Price
9	Toronto Police Mounted Unit areas in Horse Palace.	\$ _____ ea	52	\$ _____
10	Other areas in Horse Palace, excluding Toronto Police Mounted Unit	\$ _____ ea	52	\$ _____
Year 1 Grand Total Section 3				\$ _____

SECTION 4

Seagull Control Services as detailed in section 14.0

Price complete for all labour, material and equipment necessary to carry out full seagull control program as outlined (excluding birds of prey services) including all other related charges, excluding HST.

For Year 1: \$ _____ complete

**SECTION 5
FOGGING SERVICES**

Price complete for all labour, material and equipment necessary per complete fogging service (based on 1 fogging machine), excluding HST. Bidders to note that all fogging services shall be carried out after normal working hours and/or during the night.

Location of Fogging Service	Cost Per Treatment October 1, 2019 to September 30, 2020	Approximate Number of Foggings per Year	Total
For the Better Living Centre Building all of location 8 (Section 2) to be fogged for flying insects.	\$ _____ each treatment Hours: 2.5 hrs.	2	\$ _____
For the Enercare Centre all of locations 9 (Section 2) to be fogged for flying insects.	\$ _____ each treatment Hours: 2.5 hrs.	2	\$ _____
For the Beanfield Centre all of locations 10 (Section 2) to be fogged for flying insects.	\$ _____ each treatment Hours: 8 hrs.	2	\$ _____
For the QE Exhibit Hall all of locations 2 (Section 1) to be fogged for flying insects	\$ _____ each treatment Hours: 2.5 hrs.	2	\$ _____
Year 1 Grand Total Section 5			\$ _____

SECTION 6

Rate per hour charged for pest control technician for additional work not covered under the Service Schedule. Rate to include all wage burdens and vehicle charges excluding materials, HST.

For Regular Hours

(8am to 5 pm, Monday to Friday, excluding Statutory Holidays) Year 1 \$ _____/per hour

For Premium Hours, 5:01 pm to 7:59 am Year 1 \$ _____/per hour

Statutory Holidays Year 1 \$ _____per hour

SECTION 7

Rate per hour charged for “Birds of Prey” service as an extra for seagull control program. Rate to include all wage burdens and vehicle charges excluding materials, HST.

For Regular Hours

(8 am to 5 pm, Monday to Friday, excluding Statutory Holidays) Year 1 \$ _____ per hour

For Premium Hours, 5:01 pm to 7:59 am

(All other hours outside of Regular Hours) Year 1 \$ _____ per Hour

Statutory Holidays Year 1 \$ _____per hour

Specify Minimum Fee per call: _____

SECTION 9 Price Summary Year 1 October 1, 2019 to September 30, 2020

Section	Year 1 Grand Totals
Section 1	\$
Section 2	\$
Section 3	\$
Section 4	\$
Section 5	\$
Contingency allowance for additional hours, if required	\$10,000.00
Grand Total for Section 1 to 6	\$ _____

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 pest control 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>