



NOTICE TO POTENTIAL BIDDERS

Tuesday, April 23, 2019

**Request for Quotation
EPRFQ 2019-34725**

For provision of all labour, materials and equipment necessary to replace the front end boiler water wall for three (3) Clever-Brooks Mid Arch steam boilers in the Enercare Centre.

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 Wednesday, May 10, 2019.**

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

Submission by e-mail is acceptable.

Deadline for Questions: (must be in writing)	Tuesday, May 7, 2019, 12:00 noon (three business days prior to closing)
Mandatory Information & Site Meeting:	Wednesday May 1, 2019, 1:00 p.m. Meet at General Services Building, Security Desk, 2 Manitoba Dr., Toronto M6K 3C3
Board Contact:	Lynn Miller, Purchasing Manager (t) 416-263-3628 (e) lmill@explace.on.ca

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

COMPANY NAME:	
RFQ No.:	EPRFQ 2019-34725
CLOSING DEADLINE: 10:00 AM (Local time)	<u>Thursday, May 10, 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.

TABLE OF CONTENTS
NO. EPRFQ 2019-34725

Notice to Potential Bidders	1
Table of Contents	2
1.0 CONTACTS	3
2.0 DEFINITIONS	3
2.1 Definitions	3
2.2 Interpretation	5
2.3 RFQ Process Terms and Conditions.....	6
3.0 PURPOSE	6
3.1 Invitation and Objectives	6
3.2 Mandatory Site Meeting.....	6
3.3 Background.....	7
3.4 Policies.....	7
3.5 Scope of Work.....	7
4.0 QUOTATION PROCESS	8
5.0 TERM OF CONTRACT	11
6.0 HOT WORK AND RED TAG PERMIT TRAINING	11
7.0 QUOTATION RESPONSE REQUIREMENTS	12
APPENDICES	
Appendix A RFQ Process Terms and Conditions.....	22
Appendix B Purchasing Policies.....	29
Appendix C Standard Submission Forms	51
Appendix D Price and Supplementary Submission Forms	59
Appendix G Site Plan	63

1.0 CONTACTS

- 1.1 Should Bidders have any questions about any aspect of this 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 2.1, 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 RFQ, unless inconsistent with the subject matter or context.

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

“Board” means The Board of Governors of Exhibition Place being a local board of the Board as continued by Section 407 of the *Board 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 or Purchase Order.

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

“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.

“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 Agreement or Purchase Order, 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.

"Diverse Supplier" means any business or enterprise that is certified by a Supplier Certification Organization to be:

(a) More than 51% (majority) owned, managed and controlled by persons belonging to an Equity-seeking Community, or

(b) A social purpose enterprise whose primary purpose is to create social, environmental or cultural value and impact, and where more than 50% of the persons who are fulltime equivalent employees or are participating in, or have completed, transitional employment training, experience economic disadvantage.

"Equity-seeking Community" means a group that experiences discrimination or barriers to equal opportunity, including women, Aboriginal People, persons with disabilities, newcomers/new immigrants, LGBTQ+ people, visible minorities/racialized people, and other groups the Board identifies as historically underrepresented.

"Supplier Certification Organization" means a non-profit organization recognized by the City of Toronto that certifies businesses and enterprises as Diverse Suppliers by assessing them, using established, consistent criteria. Recognized supplier certification organizations include:

- Canadian Aboriginal and Minority Supplier Council
- Canadian Gay and Lesbian Chamber of Commerce
- Social Purchasing Project
- WBE (Women Business Enterprise) Canada
- Canadian Council for Aboriginal Business

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

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

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

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

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

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

"Term" means from the date of award until the completion of the contract including any renewal options exercised by the Board.

"Successful Bidder" means the Bidder 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; and
- (h) all index and reference numbers in the RFQ or any related Board document are given for the convenience of Bidders and such must be taken only as a general guide to the items

referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

2.3 RFQ Process Terms and Conditions

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

3.0 PURPOSE

2.1 Invitation and Objectives

The Board invites quotations from qualified firms who are experienced in the provision of HVAC contractor services in large commercial facilities including the supply of all labour, materials and equipment necessary to carry out repairs to steam boilers at Exhibition Place.

The Board's objectives in issuing this RFQ are as follows:

- To establish an agreement with a reputable HVAC contracting firm for the provision of the above boiler repair services.

3.2 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 work required.

The mandatory site meeting will be held on **Wednesday May 1, 2019, 1:00 p.m.** Bidders are to meet at the Security Desk inside the main entrance at the General Services Building, 2 Manitoba Dr., Toronto, ON, M6K 2C3 (Northwest corner of Strachan Ave. and Manitoba Dr.)

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 Bidders at the information meeting and/or site visit will be distributed in the form of an addendum.

Separate meetings/tours with Bidders will not be held.

3.3 Background

a) The Exhibition Place Site

Exhibition Place is a 192-acre site owned by the Board and managed by the Board, an agency of 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. Each year over 5.3 million visitors come to Exhibition Place to attend trade and consumer shows / conferences such as the National Boat Show, One-of-a-Kind Craft Show and Royal Agricultural Winter Fair, and participate in events such as the annual CNE, Honda Indy and Caribbean Carnival to name only a few.

3.4 Policies

As part of their Quotation, Bidders should address the following City and Board policies by including any of the specific information required under each of the specific policies, programs noted below.

a) Social Procurement

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>

b) Exhibition Place Environmental Favourable Procurement Policy

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

3.5 SCOPE OF WORK

The intent of this RFQ process is to establish an agreement with a suitable Bidder to provide the required boiler repair services to Cleaver Brooks Model M5HP-8000LV Series 700, Serial numbers MS-20046, MS-20047 and MS-20048 as required at the Enercare Centre, Exhibition Place. The units have a maximum working pressure of 150 psi; maximum output 6,400,000 BTU per hour.

As part of the scope of work, the Bidder shall:

- Provide all labour, materials and equipment necessary for the provision of the required services.
- Provide staff who are well qualified to perform the required repair services.
- Check operation of boiler; shut down boiler, isolate and lock gas valve, lock out electrical and drain boiler
- Dismantle outer casing
- Remove and replace front end water wall
- Carry out hystrostatic test conforming to TSSA guidelines
- Perform inspections by TSSA and by the RSA insurance field inspector
- Reassemble, fill and perform start p of boiler, return boiler to service
- Provide a report of the work completed.

4.0 QUOTATION PROCESS

4.1 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.

4.2 Quotation Documentation and Delivery

The documentation for each Quotation:

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

(iii) **Appendix D (Price Detail Form)** completed as indicated. (Mandatory)

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

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

e) Must not include:

(i) **any qualifying or restricting statements;**

(ii) **exceptions to the terms and conditions of the RFQ that have not be approved through an addendum; or**

(iii) **additional terms or conditions.**

f) Must include references as set out in 9.8;

g) Bidders must have attended the mandatory site / information meeting as per section 3.2;

h) 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.

4.3 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.

4.4 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.

The form of Agreement shall generally be in the form of a purchase order.

4.5 Schedule of Events

<u>Event</u>	<u>Date</u>
• Issue of RFQ by E-Mail	Tuesday, April 23, 2019
• Bidder Mandatory Information Meeting	Tuesday, May 7, 2019
• Deadline for Questions from Bidders	Monday, March 11, 2019
• RFQ Closing Deadline	Friday, May 10, 2019
• Evaluation of Quotations	Monday, May 13, 2019
• Tentative Award	Wednesday, May 15, 2019

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

4.6 QUANTITY

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.

4.7 AWARD

It is the intent of the Board to award a Contract to one Bidder based on the Bidder meeting specification and providing the lowest grand total cost as shown in the Price Schedule.

The Board reserves the right of accepting or rejecting any and/or all parts of this RFQ

Upon award the Board will confirm with the Successful Bidder, the Products or Services to be delivered, date(s) and any other instructions related to the Service or Product being provided.

The provision of Products and/or Services shall not commence until a signed Purchase Order or Contract for the Products and/or Services is issued.

4.8 QUALIFICATIONS

To receive consideration bidders shall be actively engaged in the provision of these services for a minimum of three years.

In order to verify the bidder's information and to gain insight into the bidder's ability to meet the requirements of the Board, bidders must submit a minimum of three (3) references (include contact names, telephone numbers and emails) from companies for whom the bidder has provided similar services as those described in the RFQ.

5.0 TERM OF CONTRACT – N/A

6.0 HOT WORK AND RED TAG PERMIT TRAINING

All contractor's forces, including sub-contractors, performing work are required to have successfully completed "Managing Impairments Using FM Global's Red Tag Permit System (if any work involves or is to be done on any fire protection system- exception- a fire detection system if it is not a part of a fire protection system- ie. It is not used to trip a gaseous suppression or sprinkler system) and/or Managing Hot Work Using FM Global's Hot Work Permit System as applicable to the scope of work .

In order to successfully complete the training, a grade of 80% is required. The contractor and sub-contractor's staff must be recertified every three years.

Each session takes less than one hour to complete and can be accessed 24 hours a day, seven days a week from any computer connected to the Internet. No downloads required. There is no limit to the number of people that can register.

To register, please fill out the enclosed application and e-mail to onlinetraining@fmglobal.com. N.B. Once enrolled for one course you are automatically enrolled for all courses,

The contractor can sign up directly by sending an e-mail to onlinetraining@fmglobal.com with the name, company name and e-mail address of the person (s) requiring authorization. The contractor must enter "City of Toronto" and the location of the City facility into the sign up window so that FM Global can track that they are a City contractor.

Please note that 24 hours is required to allow for confirmation of contractor authorization.

This will be a mandatory requirement of the Contract and applicable work shall only be performed by those who have successfully completed the course.

Upon request by the City, either before commencement of the work or at any time throughout the duration of the Contract, the contractor shall submit written certificates confirming that the contractor's and sub-contractor's staff have successfully completed the applicable training session(s).

7.0 QUOTATION RESPONSE REQUIREMENTS

7.1 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.

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

7.3 In order for your Quotation to be considered, the Bidder must provide pricing on all items listed in Appendix "D" - Price Form inclusive of Prompt Payment discounts where applicable. **Quotations that do not include pricing on all Deliverables 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 the Exhibition Place, Accounts Payable unit.

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

Optional Pricing

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

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

Bidders must provide a quote for Deliverables that meet or exceed the minimum specifications and requirements detailed in 8.0.

For firms that manufacture and/or market products identified within the Ontario Municipal Hazardous Waste or Special Waste (MHSW), all fees payable to Stewardship Ontario are to be included in the unit prices.

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

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

7.5 In the case where Bidders do not submit this information with their submission, the Bidder will have two (2) days to provide it upon request from the Board's Representative. If the documentation is not submitted at the time of submission or upon request, the Bidder will be declared **Non-compliant**.

8. VOLUME REBATE – NOT APPLICABLE

9. BID SECURITY – NOT APPLICABLE

A. LITERATURE & DRAWINGS– NOT APPLICABLE

B. BIDDER MANDATORY QUALIFICATIONS

10.0 BIDDER REFERENCES

10.1 Bidders must submit a **minimum of three (3) references** from companies, for whom the Bidder and/or sub-contractor has satisfactorily supplied and delivered services as called for in Appendix D in the **past three (3) years** which may be provided in the form provided for this purpose in Appendix "D".

10.2 Should the reference information requested not be included with the Quotation submission, Bidders must provide it within three (3) Business Days of a written request from the Board or the Quotation will be declared **Non-compliant**.

10.3 The Board may contact the references provided in Appendix "D", page 41. Should any reference fail to confirm that the services listed in Price Schedule were performed in a satisfactory manner; the Quotation will be declared non-compliant.

1) A reference check may include confirmation of the following:

- a) Bidder's responsiveness to the needs and requirements of the client;
- b) Bidder's skill level and degree of professionalism; and,
- c) Overall client satisfaction
- d)

11. WARRANTY

The successful bidder shall warrant all materials and labour for one (1) year after final acceptance by the Board's Representatives

12. PRICING

- 12.1 In order for your Bid to be considered, the Bidder must provide pricing on all items listed in Price Schedule "A". Quotations that do not include pricing on all Products and/or Services listed will be declared non-compliant.
- 12.2 All Bid prices, Quotations, rates, and/or costs submitted by Bidders with respect to this Request for Quotation, 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.
- 12.3 For firms that manufacture and/or market products identified within the Ontario Municipal Hazardous Waste or Special Waste (MHSW), all fees payable to Stewardship Ontario are to be included in the unit prices.
- 12.4 In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total bid price quoted.
- 12.5 The Board may, without invalidating the contract, make changes by altering, adding to or deducting from the work 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 Contract. Any work may be deleted by the Board such that the Total Contract Price is within the budget.

13. INSURANCE

The successful bidder shall submit written proof of coverage as detailed herein:

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

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

14.0 INVOICE AND BILLING REQUIREMENTS

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

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

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

Invoices may also be submitted electronically to 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 in accordance with the Board's Service Protocol Document submitted after award*)

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

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

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

The Board, in its sole discretion, has the right to terminate the contract prior to the expiration of the term without cause or penalty, provided the Total Value Estimated as specified on the Contract Order has been reached.

14.2 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 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 unit.

15.0 Exceptions – NOT APPLICABLE

16.0 WORKPLACE SAFETY AND INSURANCE BOARD AND OCUPATIONAL HEALTH AND SAFETY

16.1 Before the first payment under the contract is released, and at other times, if requested by the Contract Administrator, the Contractor shall furnish evidence that she/he is in good standing with the Workplace Safety & Insurance Board (WSIB). Prior to the release of final monies owing by the Board, the Contractor will be required to produce a certificate issued by the Board to the effect that she/he and her/his 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 Contractor is considered by WSIB to be an independent operator without coverage, a letter to this effect from the WSIB shall be provided by the Contractor.**

16.2 In addition to the other requirements of this Request for Quotation 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 Request for Quotation if the Bidder is continuously in violation of OHSa requirements.

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

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

NOTICE OF SPECIAL BIDDING PROCESS

All bidders responding to this Request for Quotations (“RFQ”) are hereby advised that the labour, materials and equipment to be supplied are subject to the terms of an agreement between the Board and EnerCare Inc., the naming rights sponsor for the EnerCare Centre, (formerly known as the Direct Energy Centre) which contains the requirement that the Board will source such products and services exclusively from EnerCare Inc. or its affiliates provided that EnerCare Inc. can supply the products and services according to the RFQ specifications and requirements at competitive pricing.

The EnerCare Inc. quotation (the “EC Quotation”) shall be accepted by the Board where:

- a) The EC Quotation is, after participation in the RFQ process, determined by the Board, acting reasonably, in the normal course to be the quotation accepted in accordance with the terms and specifications of the RFQ process; or
- b) The price to be paid by the Board under the EC Quotation is within twenty (20%) percent of the lowest qualified quotation received and otherwise to be accepted by the Board under this RFQ process, altered, at the option of EnerCare Inc., in accordance with the terms of the RFQ process, to match the lowest qualified quotation on substantially the same terms and conditions after provision of written evidence of same to EnerCare Inc., acting reasonably.

All bidders responding to this RFQ shall be deemed to have consented to the terms of this process as set out above and agree that the Board shall be permitted to disclose the terms and conditions of their quotation as required to satisfy the requirements of clause (b) above.

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 Request for Quotations (RFQ), including all appendices, forms and Addenda;
 - b) to acquire a clear and comprehensive knowledge of the required Deliverables 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 Board employee(s) designated as “Board Contact” in the RFQ.
- (2) No Board representative, whether an official, agent or employee, other than those identified as “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 on page 1 on 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 links to the City's Procurement Processes Policy, Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement:

http://www.toronto.ca/Citybusiness/pdf/policy_procurement_process.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 Board's 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 contract 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 work. Bidders shall disclose to the Buyer any affiliations or other relationships with other Bidders that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

- (5) Illegality

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

- (6) Interference Prohibited

No Bidder may threaten, intimidate, harass, or otherwise interfere with any Board employee or public office holder in relation to their procurement duties. No Bidder may likewise

threaten, intimidate, harass, or otherwise interfere with an attempt by any other prospective Bidder to bid for a Board contract or to perform any contract awarded by the Board.

(7) Gifts of Favours Prohibited

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

(8) Misrepresentations Prohibited

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

(9) Prohibited Communications

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

(10) Failure to Honour Bid

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

(11) Bidder Performance

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

In determining which Quotation provides the best value to the Board, consideration may be given to the past performance of any Bidder 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 work and prices which are significantly overstated in relation to cost for other items of work; 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 Deliverables 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 is 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 Deliverables 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 PURCHASING POLICIES

POLICY TO EXCLUDE BIDS FROM EXTERNAL PARTIES INVOLVED IN THE PREPARATION OR DEVELOPMENT OF A SPECIFIC CALL/REQUEST

To ensure Fair and Equal Treatment in its competitive procurements, the Board will undertake to:

- disallow bidders/proponents from submitting a bid to any Tender, Quotation, or Proposal call in which the bidder/proponent has participated in the preparation of the call document; and
- a bidder/proponent who fails to comply will result in disqualification of their response to the call/request.

Did you, the bidder, assist the Board in the preparation of this Request for Quotation call?

Specify: Yes _____ No _____

NOTICE

The **Municipal Freedom of Information and Protection of Privacy Act** (the Act) applies to all tenders, quotations and proposals submitted to the City of Toronto, and its Agencies, Boards and Commissions. Tenders, quotations and proposals will be received in confidence subject to the disclosure requirements of the Act. Bidders/proponents should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. Questions about the Act should be directed to the Director of Corporate Access and Privacy Office, (416) 392-9683.

COLLUSION AND PRICE FIXING

By submitting a bid in response to this Quotation Request, the bidder certifies that:

- a) the prices in the Bid have been arrived at independently of those of any other Bidder;
- b) the prices in the Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to the award of purchase, directly or indirectly, to any other Bidder or competitor; and
- c) no attempt has been made, or will be made, to induce any other person to submit or not to submit a Bid, for the purpose of restricting competition.

EVALUATION PROCESS

Bidders shall if requested, provide written verification of any environmental claims made in their bid/proposal satisfactory to the Board's Environmental Benefit Review Committee (Procurements) EBRC-P within five (5) working days of request, at no cost to Board.

Verification may include, but not be limited to, certification to recognized environmental programs, independent laboratory tests or manufacturer's certified tests.

Submissions in response to environmental claims will be evaluated by the EBRC-P composed of one management member from each of Facility Services, Operations, Purchasing and Finance, as well as the end user. Other staff with relevant experience and external advisors may be called upon to assist the EBRC-P with its review.

Aside from providing written verification of any environmental claims, bidders may also be called for an interview with the EBRC-P to answer questions and make presentation.

Environmental claims will be evaluated by the EBRC-P on the basis the criteria set forth in the Board's *Environmental Favourable Procurement Policy*, all of which may be subject to a weighting if more than one bidder is under consideration.

CONFLICT OF INTEREST POLICY

This is to advise you that the Board revised its Conflict of Interest Policy in January 2017, that applies to all Board employees. This policy replaces the policies that dealt with conflicts of interest or codes of conduct in the former municipalities.

It is imperative that all suppliers be aware of the terms of the policy and understand the various situations, which are clearly a conflict of interest, to ensure that a supplier does not place any Board employee in a potential conflict situation, when carrying out their respective business activities with the Board.

GENERAL CONDITIONS FOR WORKERS RIGHTS (EXHIBITION PLACE)

The Board of Governors of Exhibition Place, through the provisions of its collective agreements require Contractors performing construction work for the Board ensure that said work be performed under the provisions of the current province-wide collective agreements covering the Industrial, Commercial and Institutional sectors of construction industry between:

- (i) The Carpenters' Employer Bargaining Agency and The Ontario Provincial Council, United Brotherhood of Carpenters and Joiners of America;
- (ii) The Mechanical Contractors Association of Ontario and The Ontario Pipe Trades Council of the United Association of Journeymen and Apprentices of the Plumbing and Pipe-Fitting Industry of the United States and Canada;
- (iii) The Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and The International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario;
- (iv) Labour Relations Bureau of the Ontario General Contractors Association; Ontario Masonry Contractors Association; Industrial Contractors Association of Canada; Waterproofing Contractors Association of Ontario; Concrete Floor Contractors Association of Ontario; (hereinafter called the "Employer Bargaining Agency" or "E.B.A") of the first part; and The Labourers' International Union of North America and the Labourers' International Union of North America, Ontario Provincial District Council, on behalf of its affiliated Local Unions 183, 247, 491, 493, 506, 527, 607, 625, 837, 1036, 1059, 1081 and 1089. (hereinafter called the "Union") of the second part;

- (v) The Ontario Painting Contractors Association, Acoustical Association Ontario, Interior Systems Contractors Association of Ontario and The International Brotherhood of Painters and Allied Trades and The Ontario Council of the International Brotherhood of Painters and Allied Trades; and
- (vi) The International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Local 58, Toronto.

Any work that is the work of union members represented by the said Councils or Brotherhood under the provisions of any one of the said collective agreements, shall in each such case be performed only by an employer bound by such agreement.

THE BOARD OF GOVERNORS OF EXHIBITION PLACE HEALTH AND SAFETY POLICY STATEMENT

Exhibition Place is committed to Health, Safety and Wellness of all its employees, guests and exhibitors. We are dedicated to ensuring that the safest possible conditions exist on our projects and in our workplace.

In fulfilling this commitment, The Board of Governors of Exhibition Place has implemented a program of zero tolerance. The Board to Governors of Exhibition Place will not tolerate unsafe conditions or acts. The Board of Governors of Exhibition Place will provide and maintain a safe and healthful work environment through compliance with legislative requirements as well as in accordance with acceptable industry standards. We will strive to eliminate any foreseeable hazards, which may result in personnel injuries/illness, accidents, fire, security losses and/or property damage.

In exercising an Internal Responsibility System within our workplace, all employees will share the responsibility for minimizing accidents on our facilities and on our projects. Job practices and procedures for all employees will be clearly defined in The Board of Governors of Exhibition Place Occupational Health and Safety Managed System and supporting programs. We will strive to develop and implement effective programs, monitor their delivery and revise where necessary.

The Board of Governors of Exhibition Place believes that accidental loss can be controlled through good management in combination with active employee involvement. Loss prevention is the responsibility of all Managers and Employees alike.

All management functions, including operating businesses, line and associated subcontractors management, will comply with The Board of Governors of Exhibition Place Occupational Health and Safety Managed System requirements as they apply to the design, operation and maintenance of facilities, equipment and project conditions and delivery. All employees will perform their job properly in accordance with both established procedures and our operating philosophy.

We trust all of you will join us in a personnel commitment to implementing the highest achievable standard of Health and Safety within our environment and to practice of loss prevention as a way of life.

Labour Trades Contractual Obligations in the Construction Industry*

B1. Legislative Applicability of Labour Trades Obligations.

The mandatory Labour Trades provisions for municipalities bound by province-wide collective agreements are separate from Fair Wage Policy established, monitored and enforced by the City. Central to any understanding of municipal obligations to Labour Trades, is that the City has no discretion in setting wage rates or in using union labour for certain trades performing Work for the City. This is by virtue of the Province-wide collective agreements applicable to trades in the Industrial, Commercial and Institutional (ICI) and Residential sectors and other negotiated collective agreements in other sectors of the construction industry.

The Province-wide collective agreements are binding on all employers in the sector. The former City of Toronto was first considered an “employer” when the relevant unions obtained bargaining rights beginning in 1978. As a result, subject to the jurisdiction of the collective agreements, union workers must be used for contracted-out Work. The use of union sub-contractors for municipal building projects is also required in most cases.

B2. Current Labour Trades Contractual Obligations in the Construction Industry.

- A. The City of Toronto is bound by the current province-wide collective agreements with respect to the Industrial, Commercial and Institutional sectors of the construction industry between:
- (1) The Carpenters’ Employer Bargaining Agency and the Ontario Provincial Council, United Brotherhood of Carpenters and Joiners of America.
 - (2) The Mechanical Contractors Association of Ontario and the Ontario Pipe Trades Council of the United Association of Journey-men and Apprentices of the Plumbing and Pipe-Fitting Industry of the United States and Canada.
 - (3) The Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and The International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario.
 - (4) The International Union of Bricklayers and Allied Craftsmen and the Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftsmen, and The Masonry Industry Employers Council of Ontario.
 - (5) The International Association of Heat and Frost Insulators and Asbestos Workers and The Master Insulators’ Association of Ontario Inc.
 - (6) The International Brotherhood of Painters and Allied Trades and The Ontario Painting Contractors Association.
 - (7) The Ontario Glazier Agreement between The Architectural Glass and Metal Contractors Association and The International Brotherhood of Painters and Allied Trades; and

- (8) The Environmental Sheet Metal Association Toronto and the Sheet Metal Workers' International Association and the Ontario Sheet Metal Workers' Conference.
- (9) The Ontario Erectors Association Incorporated, and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and the Ironworkers District Council of Ontario

B. Exhibition Place is bound;

(1) By collective agreements in all sectors of the construction industry between:

- (a) The Carpenters' Employer Bargaining Agency and The Ontario Provincial Council, United Brotherhood of Carpenters and Joiners of America.
- (b) The Mechanical Contractors Association of Ontario and The Ontario Pipe Trades Council of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.
- (c) The Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and The International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario; and

(2) By Letters of Understanding between the Board and, respectively, Local 506 of the Labourers International Union of North America and The International Brotherhood of Painters and Allied Trades.

C. Any non-maintenance part(s) of the Work that is the work of Union members for whom the said Council, Brotherhood, Association or Local is the collective representative under the provisions of any one of the said collective agreements or the said Letters shall in each case be performed only by an employer owing contractual obligations to such representative, unless such obligations do not prohibit performance of such part(s) of the Work by others.

B3. Guidelines for Prospective Bidders.

This summary is an overview of the current status of trades' certifications and the relevant construction sectors for which firms and workers with the appropriate union affiliations must be used when performing the following Work for the City of Toronto and Exhibition Place.

Type of Work	City of Toronto * I.C.I.	Exhibition Place
Asbestos/ Insulation	X	
Bricklaying/ Masonry		X

Carpentry	X		X	
Electrical	X		X	
Glazing		X		
Iron Workers	X			
Labourers			X	
Mechanical	X		X	
Painting		X		X
Sheet Metal	X			

* (Industrial, Commercial, Institutional sector)

B4. Decisions, Fair Wage Policy.

The Fair Wage Office will make final decisions with respect to:

- Work jurisdictions, in consultation with the industry
- type of Work involved
- whether or not union firms/workers must be used
- if Labour Trades Contractual Obligations apply

Fair Wage Policy*

A1. Definitions

As used in this Fair Wage Policy, the following terms have the meaning indicated:

APPRENTICE – An Individual who has entered into a registered training agreement under which the individual is to receive workplace-based training in a trade, other occupations or skill set as part of an apprenticeship program approved by the Ontario Ministry of Training, Colleges and Universities.

APPRENTICESHIP PROGRAM – A program recognized by Ontario Ministry of Training, Colleges and Universities which provides for the qualification, recruitment, selection, employment, and training on the job. Apprenticeship and training leads to Ontario Certification of Qualification and Apprenticeship for Journey person status, which is recognized by employer and employee representatives of industry.

CONTRACT – A legal, business agreement between the City of Toronto and the contractor to perform work or services or to provide materials and supplies.

CONTRACTORS – Any person or business entity with whom the City enters into a contract with to perform the work or provide services.

FAIR WAGE SCHEDULE – Stipulated rates of pay for different classifications of work produced and obtainable from the Fair Wage and Labour Trades Office.

FIELD WORK – All work in performance of the contract that is not shop work.

FRINGE BENEFITS – Includes such benefits as company pension plans, extended health care benefits, dental and prescription plans, etc. It does not include legislated payroll deductions such as C.P.P., E.H.T., W.S.I.B. or E.I.C.

NON-COMPLIANCE – The occurrence of any of the following conditions:

- A. Contractor fails to co-operate with the Manager, Fair Wage Office in fulfilling his/her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry.
- B. Sub-contractor fails to co-operate with the Manager, Fair Wage Office in fulfilling his/her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry.
- C. Contractor or sub-contractor has been found in violation of the Fair Wage Policy (non-compliance applies to both contractor and sub-contractor).
- D. Contractor has been found in violation of the Labour Trades Contractual Obligations in the Construction Industry.
- E. Sub-contractor has been found in violation of the Labour Trades Contractual Obligations in the Construction Industry.

PROCUREMENT CALL DOCUMENT – Includes a Tender, Request for Quotations and a Request for Proposals as issued by the Purchasing and Materials Management Division, and as defined in Chapter 195 of the Toronto Municipal Code.

SHOP WORK – Any work in performance of the contract that is done in or at any factory, foundry, shop or place of manufacture not located at or upon the site of the work, and not operated solely for the purpose of the work.

d)

SUB-CONTRACTOR – Any person or business entity not contracting with or employed directly by the City but who supplies services or materials to the improvement under an agreement with the contractor or under the contract with another sub-contractor.

e)

WAGES or RATE OF WAGES – Includes the hourly rate, vacation and holiday pay and any applicable amount for fringe benefits shown in the current Fair Wage Schedule, to be paid to the worker as part of the worker's wages or for the worker's benefit provided for in any collective agreement applicable to that worker.

WORKERS – Includes mechanics, workers, labourers, owners and drivers of a truck or other vehicle employed in the execution of the contract by the contractor or by any sub-contractor under them and clerical staff.

*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67) FW R (10/07)

A2. City of Toronto Council references

- A. City of Toronto Council, by the adoption of Corporate Services Committee Report 13, Clause 1, as amended, at its meeting of October 1 and 2, 1998, directed that the Fair Wage Policy of the former Municipality of Metropolitan Toronto be adopted for all City departments, agencies, boards and commissions and replace all existing fair wage policies of the former local municipalities.
- B. City of Toronto Council, by the adoption of Administration Committee Report 7, Clause 1, as amended, at its meeting of June 18, 19 and 20, 2002, directed that certain changes be made to the Fair Wage Policy and Procedures.
- C. City of Toronto Council, by the adoption of Administration Committee Report 5, Clause 2, at its meeting of June 24, 25 and 26, 2003, directed that certain further changes be made to the Fair Wage Policy and Procedures, and to the Fair Wage Rate Schedule.
- D. City of Toronto Council, by the adoption of Government Management Committee Item 8.9, at its meeting of October 22 and 23, 2007, directed that certain changes be made to the Fair Wage Policy.

A3. Purpose and history of Fair Wage Policy

- A. The Fair Wage Policy has as a central principle the prohibition of the City doing business with contractors, sub-contractors and suppliers who discriminate against their workers.
- B. Originally implemented in 1893 to ensure that contractors for the City paid their workers the union rates or, for non-union workers, the prevailing wages and benefits in their field, the Fair Wage Policy has expanded over the years to other non-construction classifications such as clerical workers.
- C. The policy also requires compliance with acceptable number of working hours and conditions of work in order to protect the rights of workers.

A4. Intent of Fair Wage Policy

The intent of the Fair Wage Policy can be summarized as follows:

- A. To produce stable labour relations with minimal disruption;
- B. To compromise between the wage differentials of organized and unorganized labour;
- C. To create a level playing field in competitions for City work;
- D. To protect the public; and
- E. To enhance the reputation of the City for ethical and fair business dealings.

A5. Application

- A. The provisions of the Fair Wage Policy apply equally to contractors and all sub-contractors engaged in work for the City of Toronto. It is understood that contractors cannot sub-contract work to any sub-contractor at a rate lower that called for in the Fair Wage Policy.

- B. The fair wage rates do not apply to small businesses, typically those with owner-operators, or partnerships, or principals of companies as long as they undertake the work themselves.
- C. It should be noted that under the above City of Toronto Council reference authorities, the conditions of the Fair Wage Policy cannot be waived, unless authorized by Council to do so.

A6. Establishment of rates

- A. Establishing fair wage rates and schedules are intended to minimize potential conflicts between organized and unorganized labour in the tendering and awarding of City contracts.
- B. Certain designated construction-related rates are based on the lowest rate established by collective bargaining, while the wage rates for other classifications are based on market and industrial surveys in accordance with the prevailing wages for non-union workers in the geographic area.
- C. The City encourages contractors to hire and train apprentices under approved apprenticeship programs. Apprentices/trainees will be assessed based on Provincial Qualification Apprenticeship Certification Criteria.

*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)
FW R (10/07)

- D. Fair wage rates, including rates for apprentices, are established through discussion between the Fair Wage Office and with employee and employer groups and associations (having both union and non-union members). This discussion will also include appropriate apprenticeship programs for construction-related trades.
- E. The proper wage rates to be paid to apprentices/trainees are those specified by a particular industry program in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination. In the event employees reported as apprentices and trainees have not been properly registered, or are utilized at the jobsite in excess of the ratio of journeymen permitted under the approved program, they must be paid the applicable schedule of wage rate. The Manager, Fair Wage Office may assess established employee work history as to determine the appropriate apprentice/trainee level.
- F. These rates are reviewed by the above-noted groups and are recommended to Council, by the Manager, Fair Wage Office for approval every three years.

A7. Contractor and sub-contractor responsibilities

- A. Contractors will be responsible for any violations or non-compliance issues arising from the engagement of any sub-contractor on City work.
- B. The contractor or sub-contractor shall pay or cause to be paid weekly or biweekly to every worker employed in the execution of the contract wages at the following rates, namely:

- (1) For workers employed in shop work:
 - (a) The union rate of wages in the particular district or locality in which the work is undertaken for any class or work in respect of which there is such union rate; and
 - (b) For any class of work for which there is no such union rate, the rate of wages shall be the rate of wages, as determined by the Manager, Fair Wage Office prevailing in the particular district or locality in which the work is undertaken.
 - (2) For workers employed in field work:
 - (a) Where the contractor or sub-contractor is in contractual relationship with a union recognized by the Ontario Labour Relations Board as the bargaining agent for the relevant workers, the applicable rate of wages set out in the collective agreement; and
 - (b) Where there is no such contractual relationship, a rate not less than that set out for such work in the Schedule of Wage Rates files by the Manager, Fair Wage Office, with the City Clerk of the Corporation after being first approved by Toronto Council; and
 - (c) For any class of work for which there is no rate, the rate of wages shall be the rate of wages, as determined by the Manager, Fair Wage Office, prevailing in the particular district or locality in which the work is undertaken.
- C. The contractor and sub-contractor shall:
- (1) At all times keep a list of the names and classifications of all workers employed in the work, the hourly rate and hours worked per day and a record of the amounts paid to each.
 - (2) From time to time, if demanded by the Manager, Fair Wage Office, furnish a certified copy of all paysheets, lists, records and books relating to the work and keep the originals thereof open at all times for examination by the Manager.
 - (3) At all times furnish and disclose to the said Manager any other information respecting wages of workers that may be desired by the Manger in connection with the work.
 - (4) Attach to all accounts rendered for payment of money upon the contract, a declaration affirming that the requirements of the Fair Wage Policy have been fully complied with.
 - (5) Display legible copies of this Fair Wage Policy in a prominent position in his or her workshop(s), accessible to all employees.
- D. The contractor or sub-contractor shall not compel or permit any worker engaged for the work to work more than the number of hours per day and the number of hours per week set out in the Fair Wage Schedule for the particular type of work involved except in case of emergency, and then only with the written permission of the Commissioner or head of the department/division having charge of the work or the person then acting as such.

A8. Responsibilities of Manager, Fair Wage Office

- A. To fulfil the duties of the Manager, as set out in Chapter 67 of the Toronto Municipal Code, 67-A3
- B. In every procurement call to which the Fair Wage Policy applies, the Manager, Fair Wage Office, will determine the applicable Fair Wage Schedules for the work requested in the procurement call, or whether unionized workers need to be utilized for the work requested in the procurement call as per Chapter 67 Schedule B Labour Trades Contractual Obligations in the Construction Industry.
- C. Once the applicable Fair Wage Schedule is determined for a specific procurement call, the Manager, Fair Wage Office will provide a copy of the Fair Wage Schedule to Purchasing and Materials Management Division to insert into the procurement document, before the procurement documentation is issued.
- D. In case of a jurisdictional dispute or dispute as to rate of wages to be paid under the contract or as to the amount to be paid to any worker or apprentice, the decision of the Manager, Fair Wage Office, shall be final and binding upon all parties.
- E. After the procurement call closes, the Manager, Fair Wage Office, at the request of Purchasing and Materials Management Division, will send a fair wage declaration form to the three lowest bidders, to determine if the bidder will comply with the fair wage policy and fair wage schedule.

A9. Penalty Provisions

- A. If the contractor or sub-contractor fails to pay any worker wages at the rate called for in Chapter 67-A7, the City may:
 - (1) Charge an administrative fee not in excess of 15 per cent of the balance necessary to make up the amount that should have been paid from the contractor's progress draw or holdback; and
 - (2) Pay the worker(s) directly for any back-wages owing directly from the contractor's progress draw or holdback.
- B. If a tenderer or bidder is found not to comply with the Fair Wage Policy, the Manager may recommend the next lowest bidder for contract aware to Purchasing & Materials Management Division in the following circumstances:
 - (1) On the declaration form discussed in Chapter 67-A8E, a contractor or sub-contractor does not meet the Fair Wage Schedules.
 - (2) An investigation is underway and the firm does not co-operate in providing timely information within 5 business days after being requested by the Manager, Fair Wage Office in fulfilling his or her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry and, operationally, the provision of goods and/or services cannot be delayed.

- (3) A contractor or sub-contractor is in violation of the Fair Wage Policy and has not paid restitution to its workers.
- (4) A contractor or sub-contractor is unable to comply with the City of Toronto Labour Trades Contractual Obligations in the Construction Industry.

A10. Disqualification Provisions

- A. When a contractor or any sub-contractor is found to be in non-compliance with the provisions of the Fair Wage Policy in two separate instances over a period of three years inclusive, the Manager, Fair Wage Office must report and may recommend to the Government Management Committee that the said contractor or sub-contractor be disqualified from conducting business with the City for a period of two years, inclusive.
- B. The disqualification period will start from the day of the decision of Council.
- C. After the disqualifying period is over, the said contractor or sub-contractor will be placed on probation for the next year. If another non-compliance violation occurs, the Manager, Fair Wage Office must report and may recommend to the Government Management committee that the said contractor or sub-contractor; be disqualified from conducting business with the City for an indefinite period of time.

All non-compliance activities (including firm names) and disqualification statistics will be reported to Council annually. Disqualified firms will be published on the City's website.

GUIDE TO PROSPECTIVE BIDDERS APPLICATION OF THE FAIR WAGE SCHEDULES

In accordance with the City of Toronto Fair Wage Policy, Contractors and Sub-contractors are responsible to pay workers employed in "field work", a rate of wages not less than that set out for such work in the applicable Schedule of Wage Rates for this contract is as follows:

APPLICABLE FAIR WAGE SCHEDULE SUBJECT TO LABOUR TRADE CONTRACTUAL OBLIGATIONS IN THE CONSTRUCTION INDUSTRY

"INDUSTRIAL/COMMERCIAL/INSTITUTIONAL WORK (I.C.I.)"

This schedule is applicable to the construction industry as determined by work characteristics that include industrial, commercial, institutional work. Refer to the Labour Trade Contractual Obligations document for legislated labour requirements with respect to certified trades.

To obtain a copy of the I.C.I. Schedule, call the Fair Wage Office at the telephone number listed below or accesses the following web site:

http://www.toronto.ca/fairwage/pdf/03_04_schedule_ici.pdf

In case of a jurisdictional dispute or dispute as to the rate of wages to be paid under the contract or to the amount to be paid to any worker, the decision of the Manager, Fair Wage Office, shall be final and binding upon all parties.

In the event that other Fair Wage Schedules may overlap the work covered by this contract, please contact the Fair Wage Office at (416) 392-7300 to seek clarification.

REQUEST FOR QUOTATIONS PROCESS TERMS AND CONDITIONS

22. Bidder's Responsibility

It shall be the responsibility of each Bidder:

- (a) to examine all the components of this Request for Quotations (RFQ), including all appendices, forms and addenda;
- (b) to become familiar and comply with all of the terms and conditions contained in this RFQ and the Board's Policies and Legislation set out on the Exhibition Place website at: www.explace.on.ca

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.

23. Questions

All questions concerning this RFQ should be directed in writing to the Board's Contact as designated on the RFQ Form and in "Contact" Section of the RFQ.

No other Board representative, whether an official, agent or employee, 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.

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.

24. Addenda

The Board reserves the right to revise this RFQ up to the Closing Deadline. Any such revisions will be made by way of addenda sent via e-mail to the Bidder.

All Bidders must acknowledge receipt of all Addenda on the Quotation Request Form.

25. Exception Clause

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 in writing not later than three (3) days before the Closing Deadline. 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.

26. 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 "contact" person 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 respecting any such disputes 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 documents.

27. Incurred Costs

The Board will not be liable for, nor reimburse, any potential Bidder or Bidders, as the case may be, for costs incurred in the preparation and submission of any Quotation.

The rejection or non-acceptance of any or all Quotations shall not render the Board liable for any costs or damages to any Bidder that submits a Quotation.

28. Post-Submission Adjustments and Withdrawal of Quotations

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

A Bidder may withdraw its Quotation prior to the Deadline any time by notifying the Buyer designated in this RFQ in writing.

A Bidder who has withdrawn a Quotation may submit a new Quotation, but only in accordance with the terms of this RFQ.

After the Deadline each submitted Quotation shall be irrevocable and binding on Bidders until the time of contract award.

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.

If the Board makes a request to a Bidder for samples in relation to its Quotation, the Bidder will provide the sample to the requested location within 10 days accordingly, unless otherwise indicated, which shall then form part of the Quotation.

29. No Collusion

No Bidder may discuss or communicate about, directly or indirectly, the preparation or content of its Quotation with any other Bidder or the agent or representative of any other Bidder or prospective Bidder. If the Board discovers there has been a breach at any time, the Board reserves the right to disqualify the Quotation or terminate any ensuing contract.

30. Prohibition against Gratuities

No Bidder and no employee, agent or representative of the Bidder, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the Board in connection with or arising from this RFQ, whether for the purpose of securing a contract or seeking favourable treatment in respect to the award or amendment of the contract or influencing the performance of the contract, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of a contract or for performance of the Board's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the Board determines that this article has been breached by or with respect to a Bidder, the Board may exclude its Quotation from consideration, or if a contract has already been entered into, may terminate it without incurring any liability.

31. Acceptance of Quotations

The Board shall not be obliged to accept any Quotation in response to this RFQ

The Board may modify and/or cancel this RFQ prior to accepting any Quotation.

Quotations may be accepted or rejected in total or in part.

The lowest quoted price may not necessarily be accepted by the Board.

In determining which Quotation provides the best value to the Board, consideration may be given to the past performance of any Bidder.

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.

The Board reserves the right to waive immaterial defects and minor irregularities in any Quotation.

Quotations not completed in non-erasable medium and signed in ink shall be rejected.

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.

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.

The Board may reject a bid if it determines, in its sole discretion, that the bid is materially unbalanced.

A bid is materially unbalanced when:

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

32. Currency

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

33. Tied Bids

In the event that the Board receives two or more Quotations identical in price, the Board reserves the right to select one of the tied Quotations by way of a coin toss (in the case of two identical bids), or lottery (in the case of more than two identical bids).

34. 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 bid price quoted.

35. Conflicts of Interest

In its Quotation, the Bidder must disclose to the Board any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the Board may, at its discretion, refuse to consider the Quotation.

The Bidder must also disclose whether it is aware of any Board employee, Council member or member of a Board agency, board or commission or employee thereof having a financial interest in the Bidder and the nature of that interest. If such an interest exists or arises prior to the award on any contract, the Board may, at its discretion, refuse to consider the Quotation or withhold the awarding of any contract to the Bidder until the matter is resolved to the Board's sole satisfaction.

36. Ownership and Confidentiality of Board-Provided Data

All correspondence, documentation and 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 agreement.

37. Ownership and Disclosure of Quotation Documentation

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:

- c) shall become the property of the Board and may be appended to purchase order issued to the successful Bidder;
- d) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.

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

Each Bidder's name and quoted price shall be made public. Quotations will be made available to members of Board/City Council on a confidential basis and may be released to members of the public pursuant to MFIPPA.

38. Intellectual Property Rights

Each Bidder warrants that the information contained in its Quotation does not infringe any intellectual property right of any third party 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.

39. Failure or Default of Bidder

If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the RFQ, the Board may 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.

40. Governing Law

This RFQ and any Quotation submitted in response to it and the process contemplated by this RFQ shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFQ or this RFQ process will be determined by a court of competent jurisdiction in the Province of Ontario.

GENERAL CONTRACT TERMS AND CONDITIONS

In addition to any other terms and conditions contained elsewhere in this RFQ, the following terms and conditions form part of any contract(s) entered into between the Board and any successful Bidder(s) (the "Vendor") and are deemed to be incorporated into any purchase order(s) issued in connection with this RFQ.

1. Compliance with Laws

The Vendor will be required to comply with all federal, provincial and municipal laws and regulations in providing the Goods and services including, without limitation, the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act, 1997*, or any successor legislation, as applicable, and to provide to the Board, upon request, periodic reports confirming such compliance.

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 providing the goods and services and shall not disseminate such information for any reason without the express written permission of the Board.

4. Indemnities

The Vendor shall indemnify and save harmless the Board of Governors of Exhibition Place, the City of Toronto, its 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 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.

Upon assuming the defence of any action covered under this sub-article the Vendor shall keep the Board and/or City reasonably informed of the status of the matter, and the Vendor shall make no admission of liability or fault on Board or City of Toronto's part without City of Toronto's written permission.

5. 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.

6. Sub-contractors

The Vendor shall be solely responsible for the payment of every sub-contractor 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 goods and services by its sub-contractors in a manner acceptable to the Board, and ensure that they comply with all the relevant requirements of the contract.

The Vendor shall be liable to the Board for all costs or damages arising from acts, omissions, negligence or willful misconduct of its sub-contractors.

7. Personnel and Performance

The Vendor must make available appropriately skilled workers, consultants or subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery and supplies to fulfill its obligations under the contract.

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

The Vendor will ensure that its personnel (including those of approved sub-contractors), when using any Board buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

Personnel assigned by the Vendor to provide the goods and services (including those of approved subcontractors) may, in the sole discretion of the Board, be required to sign non-disclosure agreement(s) satisfactory to the Board.

8. Independent Contractor

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.

9. 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.

10. Ownership of Project Documentation

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 goods and services under the contract, whether they be in draft or final format, shall be the property of the Board.

11. Termination Provisions

Upon giving the Vendor not less than 30 days' prior written notice, the Board may, at any time and without cause, cancel the contract, in whole or in part. In the event of such cancellation, the Board shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation.

Failure of the Vendor to perform its obligations under the contract shall entitle the Board to terminate the contract upon ten (10) calendar days' written notice to the Vendor if a breach which is remediable is not rectified in that time. In the event of such termination, the Board shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of termination.

All rights and remedies of the Board for any breach of the Vendor's obligations under the contract shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the Board under the contract or otherwise at law.

No delay or omission by the Board in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

12. Occupational Health and Safety

- a) 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").
- b) 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 Work, either instead of or jointly with the Vendor.
- c) The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Work and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Work.
- d) The Vendor acknowledges and represents that:
 - i) The workers employed to carry out the Work have been provided with training in the hazards of the Work to be performed and possess the knowledge and skills to allow them to work safely;
 - ii) The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;

- iii) 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;
 - iv) The Vendor has in place an occupational health and safety policy in accordance with the OHSA; and
 - v) 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.
- e) The Vendor shall provide, at the request of Exhibition Place CEO or designate, the following as proof of the representations made in paragraph d(i) and d(iv):
- i) documentation regarding the training programs provided or to be provided during the Work (i.e. types of training, frequency of training and re-training); and
 - ii) the occupational health and safety policy.
- f) The Vendor shall immediately advise the Exhibition Place CEO or designate in the event of any of the following:
- a. A critical injury that arises out of Work that is the subject of this agreement;
 - b. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Work that is the subject of this agreement;
 - iii) A charge is laid or a conviction is entered arising out of the Work that is the subject of this 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.
 - iv) The Vendor shall be responsible for any delay in the progress of the Work 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 Work or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to the Board.

- v) 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 this agreement.

13. Workplace Safety and Insurance Board

The Vendor shall be in good standing with the Workplace Safety and Insurance Board (“WSIB”) throughout the term of this agreement. If requested by the Exhibition Place CEO or designate, the Vendor shall produce certificates issued by the WSIB to the effect that they have paid in full their assessment based on a true statement of the amount of payrolls. If the Vendor is considered by WSIB to be an independent operator without coverage, the Vendor shall provide a letter to that effect from the WSIB.

14. Accessibility Standards and Customer Service Training Requirements

The Vendor must ensure that all deliverables conform to the requirements of the Accessibility for Ontarians with Disabilities Act, 2005.

The Vendor shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in the City's policy on Accessible Customer Service Training Requirements for Contractors, Consultants and other Services Providers. For a copy of the City of Toronto requirement, visit the website at <http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=aa2f637314522410VgnVCM10000071d60f89RCRD&vgnextfmt=default>

APPENDIX C

STANDARD SUBMISSION FORMS

FORM 1: Quotation Submission Form – Mandatory

QUOTATION SUBMISSION FORM

REQUEST FOR QUOTATION NO. EPRFQ-2019-34725

Provision of HVAC contractor services for three Mid Arch steam boilers at Exhibition Place

CLOSING: 10:00 A.M. (LOCAL TORONTO TIME), Friday, May 10, 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

By signing this form, the Bidder acknowledges and certifies that the Bidder, and any of its proposed subcontractors, will provide the goods and/or services in compliance with the following specific policies:

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 Proponent 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 Proponents, (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 Proponent'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 City 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 or public office of the City;

(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 information by the supplier, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Proponents; or
- (5) The Bidder or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the City 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 RFSQ process.

The Bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, 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 City:
Name of Last Supervisor:
Brief Description of Individual’s Job Functions:
Brief Description of Nature of Individual’s Participation in the Preparation of the Quotation:

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

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

3.2 ENVIRONMENTALLY FAVOURABLE PROCUREMENT STATEMENT

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

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

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

NO _____

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

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

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

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

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

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

Declaration:

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

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

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

By signing this form, the Proponent acknowledges and certifies that the Proponent, 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:

4. DISCLOSURE OF INFORMATION

The Bidder hereby agrees that by signing Form 1, 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

I/WE ACKNOWLEDGE THE RECEIPT OF:

ADDENDUM No(s). _____ TO _____ DATED _____ TO _____

.....

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 1
**MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR
PROPOSAL WILL BE DECLARED NON-COMPLIANT**

Note: Bidders must complete Price Schedule A or will be declared non-compliant.

PART 1 - Hourly Labour Unit Prices

All price and % line items are to be filled in. Any omission in completion of any/all items in any/all Price Form(s) will result in the bid submission being declared non-compliant.

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".

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.

* The Total Hourly Labour Cost MUST comply with the above and include all travel time, vehicle, mileage, equipment charges, overhead & profit and all costs/disbursements for the Bidder to provide the Services.

Any resulting Contract term(s) including any/all option year(s) will be subject to the same terms.

Rates charged for repair technicians are to include service vehicle mileage charge, supervision, all wage burdens and all other charges, excluding HST and Materials.

PART A, Flat Rate for front end water wall for three Mid Arch steam boilers, Model No. M5HP-8000LV Series 700

Item #	Description	Lot	Extended Price
1	Price for all three units, serial # No MS-20046, MS-20047 and MS-20048	Lot	\$ _____

PART B, Unit Price for each steam boiler

Item #	Description	Lot	Extended Price
1	Price for boiler MS-20046	Lot	\$ _____
2	Price for boiler MS-20047	Lot	\$ _____
3	Price for boiler MS-20048	Lot	\$ _____
	TOTAL PRICE		\$ _____ exc. HST

State early payment discount terms, if applicable (see 9.3): _____

Emergency Service

24 HOUR ANSWERING SERVICE

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

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

Specify: _____

24 HOUR CALL BACK RESPONSE

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

Specify: _____

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

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

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

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

NOTES

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

MANDATORY SUBMISSION REQUIREMENT

State your Workplace Safety and Insurance Board Account Number:

Specify: _____

APPENDIX "D" 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: _____
Services provided: Yes _____ No _____

2. Company Name: _____
Contact Name/Title: _____
Telephone Number: _____
Email: _____
Year the Service was provided: _____
Services provided: Yes _____ No _____

3. Company Name: _____
Contact Name/Title: _____
Telephone Number: _____
Email: _____
Year the Service was provided: _____
Services provided: Yes _____ No _____

**APPENDIX G
SITE PLAN**

The Exhibition Place Site Plan can be found at:

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