

Request for Quotation:	EPRFQ2019-35070
Issue Date:	Thursday, May 23, 2019
Closing Date:	Wednesday, June 5, 2019
Closing Time:	10:00 AM

Request for Quotation

Description:

To provide the services necessary to complete the refurbishment of a 400 square foot living wall by a trained Bio-filter Technician, located in the Enercare Centre on the grounds of Exhibition Place, all in accordance with terms and conditions, Exhibition Place Policies and City of Toronto Fair Wage Policies.

**The quantities as shown in the quotation document are estimates, only. These quantities shall be used as a basis for comparison upon which the award of the contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to Exhibition Place whether decreased or increased. Additional quantities may be required at the same prices, terms and conditions.*

Return this bid by one of the following submission methods:

- E-Mail PREFERRED: purchasing@explace.on.ca
- Sealed Envelope: 100 Princes' Blvd., Purchasing Office, Hall A, Toronto, ON M6K 3C3

Contact Person

Buyer Name: Drew Campbell
Phone Number: 416-263-3630

Documentation Required Upon Award:

Liability Insurance
WSIB

Mandatory Site Meeting:

Location: Exhibition Place, General Services Building, 2 Manitoba Drive, Toronto, ON, M6K 3C3, Security Desk at front entrance.
Date: Thursday, May 30, 2019 @ 11:00am

Samples and/or Literature Required: Yes No

I/We acknowledge receipt of Addendum number _____ through _____ dated _____

SITE SURVEY – MANDATORY SITE MEETING

The site visit for this Request for Quotation will take place at the following time and location:

Date: Thursday, May 30, 2019 at 11:00am

Location: Exhibition Place, General Services Building, 2 Manitoba Drive, Toronto, ON, M6K 3C3

Details: Meet outside the Security Desk located at the front entrance of the building.

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Company Name:			
Address:			
Contact Name/Title:			
Contact Info:			
Work:		Cell:	Fax:
E-mail Address:			
Price Description:		Extended Price:	
Refurbishment of a 400 square foot living wall. The refurbishment of the wall is to include: <ul style="list-style-type: none"> - Remove and replace all plants on the wall - Remove and replace growing media mat - Tighten and repair the synthetic growth media - Inspection of and repairs to the onboard fan system and water pumps and lines. (System to be turned off) - Pest Management. Removal of salt residue - Assessment and removal of insect contamination - Assessment of plant nutrition solution. Add additional nutrients as required from assessment. - Clean water basin and remove loose leaves and dirt 		Living Wall Refurbishment : _____	
Can project completed by June 28, 2019:			
Invoices to be sent to:		Subtotal HST:	
Exhibition Place Accounts Payable 100 Princes' Blvd, Suite 1, Toronto, ON, M6K 3C3 or ajaniszewski@explace.on.ca		HST:	
		Grand Total:	
		NO BID	
REASON:			

Any discounts for prompt payment will be considered provided that the discount prompt payment is not earlier than 15 days from the receipt of invoice by the Exhibition Place Accounts Payable Division.

State Discount terms: _____

Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.



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Bidders are expected to acknowledge receipt of Addendum/Addenda as indicated below. Bidders are required to review , understand and comply with all Exhibition Place Purchasing Policies and Procedures, which are available at www.explace.on.ca/procurement including Fair Wage and Labour Trade requirements www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation

I/We the undersigned offer to supply the above at the price and conditions hereon offered:

Authorized Signature

Date

THIS FORM SHALL BE COMPLETED, PROPERLY SIGNED AND RECEIVED ON OR BEFORE
THE DATE AND TIME SPECIFIED OR YOUR BID WILL BE DECLARED NON-COMPLIANT.

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Section 1: REQUEST FOR QUOTATIONS PROCESS TERMS AND CONDITIONS

1. 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 Exhibition Policies and Legislation set out on the Exhibition Place website at www.explace.on.ca/procurement and the City of Toronto website at: www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation

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. Questions

All questions concerning this RFQ should be directed in writing to the Buyer as designated on the RFQ Form.

No other Exhibition Place representative, whether an official, agent or employee, is authorized to speak for Exhibition Place 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 Exhibition Place 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.

3. Addenda

Exhibition Place reserves the right to revise this RFQ up to the Closing Deadline. Any such revisions will be made by way of addenda. Addenda will be posted on the Exhibition Place

website.

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

4. 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 Exhibition Place in writing not later than three days before the Closing Deadline. If Exhibition Place considers that a correction, explanation or interpretation is necessary or desirable, Exhibition Place will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of Exhibition Place 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.

5. Incurred Costs

Exhibition Place will not be liable for, nor reimburse, any potential Bidder or Bidder, as the case may be, for costs incurred in the preparation and submission of any Quotations.

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

6. 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 Exhibition Place Representative 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



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irrevocable and binding on Bidders until the time of contract award.

If Exhibition Place 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 Exhibition Place 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.

7. 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 Exhibition Place discovers there has been a breach at any time, Exhibition Place reserves the right to disqualify the Quotation or terminate any ensuing contract.

8. 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 Exhibition Place 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 Exhibition Place's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

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

any liability.

9. Acceptance of Quotations

Exhibition Place shall not be obliged to accept any Quotation in response to this RFQ.

Exhibition Place 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 Exhibition Place.

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

Quotations which are incomplete, conditional or obscure or which contain additions not called for, erasures or alterations of any kind may be rejected.

Exhibition Place reserves the right to waive immaterial defects and minor irregularities in any Quotation.

Exhibition Place reserves the right to award in whole or in part the awarding of this RFQ.

Exhibition Place reserves the right to verify the validity of information submitted in the Quotation and may reject any Quotation where, in Exhibition Place's sole estimation, the contents appear to be incorrect, inaccurate or inappropriate.

Exhibition Place reserves the right to assess the ability of the Bidder to perform the contract and may reject any Quotation where, in Exhibition Place's sole estimation, the personnel and/or resources of the Bidder are insufficient.

If, in the opinion of Exhibition Place, any Bidder has underestimated the value of the goods and/or services to be provided as reflected in its submitted price/fee, Exhibition Place may reject its Quotation as unbalanced (i.e., not representative of the scope of the goods and/or services).

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10. Currency

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

11. Tied Bids

In the event that Exhibition Place receives two or more Quotations identical in price, Exhibition Place 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).

12. 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.

13. Conflicts of Interest

In its Quotation, the Bidder must disclose to Exhibition Place any potential conflict of interest that might compromise the supply of goods or services contemplated by this RFQ. If such a conflict of interest does exist, Exhibition Place may, at its discretion, refuse to consider the Quotation.

The Bidder must also disclose whether it is aware of any Exhibition Place employee, Board or Council member or member of a City 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 of any contract, Exhibition Place 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 Exhibition Place's sole satisfaction.

Bidders are cautioned that the acceptance of their Quotation may preclude them from participating as a Bidder in subsequent projects where a conflict of interest may arise. The successful Bidder for this project may participate in subsequent/other

Exhibition Place projects provided the successful Bidder has satisfied pre-qualification requirements of Exhibition Place, if any, and in the opinion of Exhibition Place, no conflict of interest would adversely affect the performance and successful completion of an agreement by the successful Bidder.

14. Ownership and Confidentiality of Exhibition Place - Provided Data

All correspondence, documentation and information provided by Exhibition Place 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 Exhibition Place;
- 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.

15. 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 Exhibition Place by any Bidder in connection with, or arising out of this RFQ, once received by Exhibition Place :

- a) Shall become the property of Exhibition Place and may be appended to the purchase order issued to the successful Bidder;
- b) 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.

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

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 Exhibition Place, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by Exhibition Place 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.

17. 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, Exhibition Place may:

- a) disqualify the Bidder from the RFQ and/or from competing for future tenders or RFQ issued by Exhibition Place for a period of one year; and
- b) Require the Bidder to pay Exhibition Place the difference between its Quotation and any other Quotation which Exhibition Place accepts, if the latter is for a greater amount and, in addition, to pay Exhibition Place any cost which Exhibition Place may incur by reason of the Bidder's failure or default.

18. 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 Exhibition Place and any

16. Intellectual Property Rights

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 Exhibition Place, 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 Exhibition Place.

4. Indemnities

The Vendor shall indemnify and save harmless Exhibition Place, the Board of Governors, its officers, employees and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) arising from or related to the Vendor's performance or non-performance of its obligations, including payment obligations of 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.

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5. No Assignment

The Vendor shall not assign any part of the contract nor any interest therein without the prior written consent of Exhibition Place, which consent shall not be reasonably 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 provisions of the goods and services by its sub-contractors in a manner acceptable to Exhibition Place, and ensure that they comply with all the relevant requirements of the contract.

The Vendor shall be liable to Exhibition Place 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 Exhibition Place 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 Exhibition Place, be required to sign non-disclosure agreement(s) satisfactory to Exhibition Place.

8. Independent Contractor

The relationship of Exhibition Place 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 Exhibition Place.

9. Warranties and Covenants

The Vendor represents, warrants and covenants to Exhibition Place (and acknowledges that Exhibition Place is relying thereon) that any deliverable resulting from or to be supplied or developed under the contract will be in accordance with Exhibition Place'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 Documentations

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 Exhibition Place.

11. Termination Provisions

Upon giving the Vendor not less than 30 days' prior written notice, Exhibition Place may, at any time and without cause, cancel the contract, in whole or in part. In the event of such cancellation, Exhibition Place 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 Exhibition Place 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, Exhibition Place 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.



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All rights and remedies of Exhibition Place 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 Exhibition Place under the contract or otherwise at law.

No delay or omission by Exhibition Place 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.