



## **NOTICE TO POTENTIAL BIDDERS**

**July 18, 2019**

### **Request for Quotation EPRFQ 2019-35066**

**For the non-exclusive supply and delivery of janitorial products as and when required at Exhibition Place, Toronto for a one-year period commencing December 1, 2019 with three additional one-year options to renew.**

Please review the attached document and submit your bid to the address noted below by the closing deadline of **10:00 AM (local time) on August 1, 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.**

<b>Deadline for Questions: (must be in writing)</b>	<b>July 27, 10:00 AM (three business days prior to closing)</b>
<b>Mandatory site meeting</b>	<b>July 25, 2019, 2:00 p.m. Meet at Door #27 Manitoba Drive</b>
<b>Board Contact:</b>	Lynn Miller, Purchasing Manager (t) 416-263-3628 (e) purchasing@explace.on.ca

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

<b>COMPANY NAME:</b>	
<b>RFQ No.:</b>	<b>EPRFQ 2019-35066</b>
<b>CLOSING DEADLINE: 10:00 AM (Local time)</b>	<b><u>August 1, 2019</u></b>
<b>DELIVER TO:</b>	Ms. T. Lynn Miller Purchasing Manager Enercare Centre 100 Princes' Blvd., Suite 1 Exhibition Place Toronto, Ontario M6K 3C3

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

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a) **CONTACT INFORMATION**

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

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

- c) Bidders are required to submit written questions and specification concerns to the contact specified in Section 1.1, no later than three (3) business days prior to the closing deadline. Addenda may be issued as a result of questions and comments received prior to the deadline for written questions at the sole discretion of the Board. Questions received after the deadline for written questions may not be addressed.
- d) 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.

## **1. DEFINITIONS**

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

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

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

“Board” means The Board of Governors of Exhibition Place being a local board of the City pursuant to Section 407 of the *City of Toronto Act, 2006*.

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

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

“City” means the City of Toronto pursuant to the *City of Toronto Act, 2006*.

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

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

“Council” means Council of the City of Toronto.

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

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

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

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

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

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

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

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

- **Interpretation**

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

- (1) 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;
- (2) 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;
- (3) all amounts are to be expressed in Canadian dollars and are to be secured and payable in Canadian dollars;
- (4) all references to time shall be deemed to be references to current time in the City of Toronto;
- (5) 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;
- (6) any words and abbreviations which have well-known professional, technical or trade meanings are used in accordance with such recognized meanings;
- (7) all accounting terms have the meaning recognized by or ascribed to those terms by the Chartered Professional Accountants of Ontario;
- (8) 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.

## **2.0 RFQ PROCESS TERMS AND CONDITIONS**

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

- **PURPOSE**

- **Invitation and Objectives**

The Board invites quotations from qualified firms experienced in the supply and delivery of janitorial products in Class A office spaces, public assembly facilities, large malls, sports arenas, trade and consumer shows or facilities similar in size to the Enercare Centre and BMO Field over the past three (3) years. Bidders must demonstrate this experience in the references they provide. These products must be supplied and delivered in accordance with the terms and conditions, scope of work, policies and procedures in this RFQ.

The Board's objective in issuing this RFQ is to enter into an Agreement with a Successful Bidder to provide janitorial products on an "as and when required basis".

## **Background**

### **Exhibition Place Site**

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

As the largest multi-use entertainment site in Toronto with our Class A exhibition and sporting facilities, the Board wants to engage a company that holds sustainability to the same LEED standard that we have at both the Enercare Centre and the Beanfield Centre.

## **3.0 SCOPE OF WORK**

Exhibition Place Housekeeping Services provides janitorial services for Exhibition Place. All janitorial products are ordered on an "as required per event basis" from at least one supplier and for the most part shipped to one location. The Board's janitorial requirements have been modified over the past years to reflect upon the Board's Environmental Initiatives.

### **• QUOTATION PROCESS**

#### **• 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.



- **Quotation Documentation and Delivery**

The documentation for each Quotation:

- (1) Whether submitted in a sealed envelope or container or via email must display a full and correct return address.
- (2) 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:
- (3) A **Main Quotation Document**, including all appendices as required. (Mandatory)
- (4) **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)
- (5) **Appendix D (Price Detail Form)** completed as indicated. (Mandatory) Note: **Form 1** is provided in Appendix C.
- (6) **Must be completed in a non-erasable medium and signed in ink.**
- (7) **Must not include:**
  - a) any qualifying or restricting statements;
  - b) exceptions to the terms and conditions of the RFQ that have not be approved through an addendum; or
  - c) additional terms or conditions.
- (8) **Must include references as set out in Appendix E;**
- (9) Bidders must have attended the mandatory site / information meeting as per section 4.2;
- (10) 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](mailto: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.

- **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.

- **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.

- **Schedule of Events**

<b><u>Event</u></b>	<b><u>Date</u></b>
• Issue of RFQ	July 18, 2019
• Deadline for Questions from Bidders	July 27, 2019
• Mandatory site meeting	July 25, 2019
• RFQ Closing Deadline	August 1, 2019
• Evaluation of Quotations	August, 2019
• Tentative Award	September 20, 2019
• Contract commencement	December 1, 2019

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

- **Quantity**

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

- **Award**

- 1.1 It is the intent of the Board to recommend award of a Contract to at least one (1) Bidder based on the Bidder meeting specification and providing the lowest grand total cost as shown in Price Schedule "A". Upon recommendation, a Purchase Order will be issued by Exhibition Place to the Successful Bidder. This Purchase Order shall incorporate or be deemed to incorporate the terms and all other provisions contained in the RFQ.
- 1.2 The City/Board reserves the right of accepting or rejecting any and/or all parts of this RFQ.
- 1.3 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.
- 1.4 The provision of Products and/or Services shall not commence until a signed Contract for the Products and/or Services is issued.
- 1.5 The decision to renew the Contract for the option year(s) will be at the discretion of the Board. Included in the decision to accept option year(s) of the contract is a market analysis, conducted by the Board for the goods/services included herein, at the time the option is being considered.
- 1.6 The Board may upon request, agree to permit other publicly funded organizations within the City of Toronto to purchase against any Contract which may result from this RFQ.

### **QUALIFICATIONS**

- 1.7 Bidders must be authorized sellers or resellers for the Products listed in Schedule "D" - Price Form and must hold title to any equipment that will be installed or removed. If requested by the Board, Bidders must submit written verification of the authorization satisfactory to the Board, prior to award. Failure to submit written verification of authorization satisfactory to the Board within a time frame specified by the Board will result in the Quotation being declared non-compliant.
- 1.8 Delivery – applies to "Schedule D" items and not special orders.
- 1.9 The Successful Bidder must provide "just in time delivery service" meaning that product ordered will be shipped (at no additional cost) within 48 business hours of the order being placed.

- 1.10 Products delivered shall be packaged, packed and marked in accordance with normal commercial practice, and packaging shall, where possible, be reusable or recyclable, maximizing recycled materials in its manufacture to the extent possible without affecting handling or storage.
- 1.11 The Successful Bidder must provide the following data on each invoice: date of order, date of invoice, date of delivery, any items on back order, the estimated date of delivery for any items on back order, the name of the Exhibition Place employee placing the order, the telephone number of the person placing the order, the charge number provided by the Board for the order, the Purchase Order number for the order, the delivery address for the order (by default, and unless otherwise specified, this will be 24 Manitoba Dr., Toronto, ON, M6K 3C3).
- 1.12 Substitution or modification to products offered shall not be permitted without the prior approval of the Board. The Successful Bidder shall keep a written record of the substitution approval along with the date the approval was given. Substitutions shall be equal to or better than the original product and shall be at no more than the original quoted price. The Successful Bidder shall be responsible for updating the SDS sheets when products are altered or alternatives are supplied
- 1.13 The Successful Bidder must provide real-time order and delivery data that can be searched by product type, by date order, by date delivered, and by invoice date.
- 1.14 The Board may contact the references provided. Should any reference fail to confirm that the products listed in Price Schedule were provided in a less than 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 ability to provide the Services to completion within the required time frames;
  - (C) Bidder's skill level and degree of professionalism; and,
  - (D) Overall client satisfaction

## **Intent**

The intent of this RFQ is to establish an Agreement for the provision of the Services as listed in Appendix "D" – Price Schedule.

## **Term of Contract**

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

The decision to renew the Agreement for any option term will be at the sole discretion of the

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

- A. Available budget;
- B. The annual price adjustment;
- C. Successful Bidder performance during the contract; and
- D. Operational needs

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

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

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

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

## **(1) QUOTATION RESPONSE REQUIREMENTS**

### **(2) General Response Requirements**

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

### **(3) Request for Quotation Cover Page**

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

## **2.0 LITERATURE**

- 2.1 Bidders, where applicable, should submit complete literature on all items being included in their Quotation including, but not limited to, standard manufacturer's warranty, model numbers, part numbers and other relevant documentation.

2.2 Where applicable, Bidders should also provide SDS (Safety Data Sheet) for each item in Schedule "A" – Price Form. If requested by the Board, Bidders must submit SDSs for each item to the Board, prior to award. Failure to submit all SDSs to the Board within a time frame specified by the Board will result in the Quotation being declared non-compliant.

2.3 Valid Safety Data Sheet(s) must be sent with the first shipment of each new order.

### **3.0 SAFETY DATA SHEETS:**

3.1 If requested, Bidders must submit Safety Data Sheets for the item(s) offered within five (5) business days of request.

3.2 In addition, within five (5) business days of request, an electronic version must also be sent to [purchasing@explace.on.ca](mailto:purchasing@explace.on.ca) with the corresponding RFQ # in the following format: "RFQ: EPRFQ 2019-35066" which is to be entered only in the email subject line.

3.3 Where applicable, the Board will only accept delivery of WHMIS controlled products from Successful Bidders only if appropriately labelled with supplier WHMIS label and accompanied by a safety data sheet (Occupational Health and Safety Act (R.S.O. 1990, c. 0.1) WHMIS Regulation (R.R.O., Reg. 860).

3.4 It should be noted that products offered are not to contain any of the following, unless requested specifically by specification:

- Substances designated by regulation under the Ontario Occupational Health and Safety Act
- Substances identified as carcinogenic to humans as listed in group 1 by the International Agency for Cancer Research (IARC)
- Substances identified as confirmed human carcinogens as listed in category A1 by the American Conference of Governmental Industrial Hygienists (ACGIH)
- Substances identified as probably carcinogenic to humans as listed in group 2A by the International Agency for Research on Cancer (IARC)
- Substances identified as suspected human carcinogens as listed in category A2 by the American Conference of Governmental Industrial Hygienists (ACGIH)

### **4.0 QUANTITY**

4.1 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.

4.2 The quantities listed in the Price Schedule represent ninety (90%) percent of the value of the resulting Contract. The Board will also be purchasing related products as required.

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

All bids delivered in accordance with the requirements of this RFQ will be considered regardless of the Successful Bidder's union status/affiliation.

**10.0 VOLUME REBATE – NOT APPLICABLE**

**11.0 BID SECURITY – NOT APPLICABLE**

**12.0 LITERATURE & DRAWINGS– NOT APPLICABLE**

• **BIDDER MANDATORY QUALIFICATIONS**

- Bidders failing to meet any of the mandatory qualification requirements outlined below shall not be considered for award.
- Bidders must meet all qualifications and requirements in this section to receive consideration. Bidders should provide the information, verification and/or documentation requested in this section with their bid submission by the closing date and time.

If the information, verification and/or documentation requested are not provided with the bid submission by the closing time and date, the Board reserves the right to request the information, verification and/or documentation requested, which the Bidder must provide within two (2) business days of the Board's request. **Failure to provide any and/or all of the information, verification and/or documentation as requested and by the deadline provided, will result in the Bidder's submission being declared non-compliant.**

- The Bidder shall have operated under the current company name for a minimum of four (4) years providing housekeeping services. Provide the start date below:

Date: \_\_\_\_\_

- Bidders must have experience in supplying janitorial products to Class A Office Spaces, public assembly facilities, large malls, sports arenas, trade and consumer shows or facilities similar in size to the ECC and BMO Field over the past three (3) years. Bidders must demonstrate this experience in the references they provide.
- Bidders must submit a minimum of three (3) references from companies, for whom the Bidder has supplied janitorial products in the past three (3) years, which may be provided in the form provided for this purpose in Appendix "E".

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

- Bidder's responsiveness to the needs and requirements of the client;
  - Bidders ability to provide the Services to completion within the required time frames;
  - Bidder's skill level and degree of professionalism;
  - Overall client satisfaction
- Should the reference information requested not be included with the Quotation submission, Bidders must provide it within two (2) Business Days of a written request from the Board or the Quotation will be declared Non-compliant.

### **3.2 GENERAL REQUIREMENTS**

Exhibition Place Housekeeping Services provides janitorial services for Exhibition Place. All janitorial products are ordered on an "as required, per event basis" from at least one supplier and for the most part shipped to one location. The Board's janitorial requirements have been modified over the past years to reflect upon the Board's Environmental Initiatives.

#### **3.21 Dispensing Equipment**

It is a requirement that the Successful Bidder provide paper towel, toilet tissue and hand soap dispensing systems at no cost to the Board.

The dispensing equipment is as follows:

- (1) "Tork Elevation Hands Free Towel Dispenser" paper towel dispensers,
- (2) "Tork Elevation Mini Jumbo Bath Tissue" perforated toilet tissue dispensers,
- (3) "GOJO "cartridge type" hand soap dispensers, and
- (4) "Diversey " fixed ratio chemical proportioning systems
- (5) "Technical Concepts" one shot counter mount electric soap dispenser

#### **3.22 Training**

The Successful Bidder shall provide, as part of this agreement, and at no additional cost on a quarterly basis:

- a) In-house training to Board staff in handling, safe storage, dilution and application of all chemicals offered in compliance with WHMIS regulations, prior to delivery and acceptance by Board staff of chemicals;
- a) Training materials for the use by trained Board staff in the training of the Board's housekeeping staff; and
- b) In-house training for continuous learning and skill-building where it pertains to the latest provision of janitorial services.



3.23 Products received during the term of this agreement may be tested at random or as requested by the Board in response to complaints received. An independent laboratory selected by the Successful Bidder shall perform the testing, which may include testing of the control sample for comparison. The Successful Bidder shall be responsible for all expenses incurred in the testing and the return and replacement of defective supplies.

#### 3.24 Green Cleaning

Exhibition Place has undertaken a wide scale "Environment First" approach to the supplies used within the facilities and the manner in which they are used. This includes the pursuit of LEED certification for these facilities. The Successful Bidder must have a strong comprehension of "Green" cleaning products, techniques, equipment and programs, as well as, LEED Certification and the requirements to obtain and maintain LEED Certification. It is expected that the Successful Bidder will monitor the types of products used and requested to ensure they follow the guidelines of acceptance set forth by LEED, and ensure any new products, programs and equipment that can contribute to LEED Certification are shown to the appropriate Exhibition staff for possible implementation.

#### 3.25 Facility Specifications

<b>Name</b>	<b>Washrooms</b>	<b>Soap Dispensers</b>	<b>Toilet Tissue Dispensers</b>	<b>Paper Towel Dispensers</b>
Enercare Centre Complex (includes Beanfield Centre)	42	312 Counter-Mount	378	118
Better Living Centre	7	18	18	22
Horse Palace	8	14	32	11
Bandshell	5	12	15	8
Queen Elizabeth Exhibit Hall	6	16	40	10
Press Building & Withrow Commons	6	8	9	7
Outside Washrooms	10	20	33	10
General Services Building	9	19	13	15
Food Building	14	135	111	65

- 3.26 The Products and/or Services being supplied in this RFQ must be new and certified by the Bidder, and free of encumbrance.
- 3.27 The Products and/or Services offered must meet or exceed the specifications requested. Specifications are detailed below.
- 3.28 Notwithstanding the items contained in the Price Schedule, where indicated in the Price Schedule, alternative products of similar design will receive consideration if in the opinion of the Board, they are considered to be suitable for the intended application.

## **5.0 WARRANTY**

- 5.1 All Products are to come with a one (1) year standard manufacturer's warranty.

## **6.0 RETURNS FOR PRODUCTS**

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

## **GENERAL SPECIFICATIONS**

### **PRICING**

- 6.3 In order for the Bid to be considered, the Bidder must provide pricing on all items listed in Schedule "A" - Price Form. **Quotations that do not include pricing on all Products and/or Services listed may be declared non-compliant.**
- 6.4 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.
- 6.5 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.
- 6.6 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 Bidders should provide a current Catalogue/Price List with their bid and be prepared, as and when requested, to provide an electronic version of the Catalogue/price List within 24 hours of request. The Catalogue/Price List provided will be used to order miscellaneous items not listed on Price Schedule.

## **7.0 PRODUCT COMPLIANCE**

### **16.1 OVERALL ENVIRONMENTAL REQUIREMENTS**

All chemicals and consumable goods, and all packaging used by Successful Bidder in the process of their work must follow Consumer and Corporate Affairs document "Canada's Principles and Guidelines for Environmental Labelling and Advertising" which has basis from both Consumer Packaging and Labelling Act (CPLA) and the Competition Act (CA), both carrying prohibitions against false and misleading representations. These guidelines assist in ensuring that environmental claims are "truthful and accurate and, where applicable, are premised on appropriate and reliable scientific and technological information that can be verified" (Consumer and Corporate Affairs, 1993, 4).

Successful Bidders must offer/use chemicals and consumable goods and packaging which meet the City of Toronto Municipal Codes including but not limited to **[Amended 2016-07-15 by By-law No. 1085-2016]**:

- Chapter 681 - sewers, regulating discharge of sewage and land drainage,
- Chapter 841 - Waste Collection Commercial
- Chapter 846 – Waste Transfer Stations, and
- Clean Water Act 2006

Within five (5) business days of request, Successful Bidders must submit a list stating which products they are offering/use that comply and will not comply with the City of Toronto Municipal Codes **[Amended 2016-07-15 by By-law No. 1085-2016]**:

- Chapter 681 - sewers, regulating discharge of sewage and land drainage ,
- Chapter 841 – Waste Collection Commercial
- Chapter 846 – Waste Transfer Stations, and
- Clean Water Act 2006

- 16.1.1 After award of the contract, the Successful Bidder must submit a list of each chemical, including the name of chemical and manufacturer of the chemical, offered/used to fulfill the contract obligations within five (5) business days of request by the Board.
- 16.1.2 For each of the named chemicals from section 16.1.1, Successful Bidder must submit a statement for each of the above named items that does or does not meet the City of Toronto Municipal Codes including but not limited to Chapter 681 - sewers, regulating discharge of sewage and land drainage.

16.1.3 For each of the named chemicals from section 16.1.1, and as part of the contract requirements, including the requirement to meet the City of Toronto Sewer Use bylaw Chapter 681, Successful Bidder must submit a statement that said individual above named chemical(s) meets the following:

When used as directed by manufacturer either in a ready to use format or in a diluted form when diluted to the manufacturers recommended dilution ratio, this chemical [insert chemical name] from [insert chemical manufacturer], does:

1. not cause or not result in: An offence under the *Ontario Water Resources Act* or the *Environmental Protection Act*, as amended from time to time, or any regulation made thereunder from time to time;

SPECIFY: \_\_\_\_\_  
(Yes / No)

2. not have one or more of the following characteristics:

- (a) A pH less than 6.0 or greater than 11.5;

SPECIFY: \_\_\_\_\_  
(Yes / No)

- (b) Two or more separate liquid layers when used according to manufacturer's instructions; or

SPECIFY: \_\_\_\_\_  
(Yes / No)

- (c) A temperature greater than 60 degrees Celsius, when used according to manufacturer's instructions

SPECIFY: \_\_\_\_\_  
(Yes / No)

3. not contain:

- (a) Acute hazardous waste chemicals as per O. Reg. 347

SPECIFY: \_\_\_\_\_  
(Yes / No)

- (b) Combustible liquid which is defined as a liquid that has a flash point not less than 37.8 degrees Celsius and not greater than 93.3 degrees Celsius.

SPECIFY: \_\_\_\_\_  
(Yes / No)

- (c) Dyes or colouring materials which may or could pass through a sewage works and discolour the sewage works effluent;

SPECIFY: \_\_\_\_\_  
(Yes / No)

- (d) Fuel defined as Alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel;

SPECIFY: \_\_\_\_\_  
(Yes / No)

(g) Ignitable waste as per City of Toronto Municipal code Chap 681

SPECIFY: \_\_\_\_\_  
(Yes / No)

(i) Hazardous waste chemicals, as per O. Reg. 347

SPECIFY: \_\_\_\_\_  
(Yes / No)

(k) PCBs: <https://www.toronto.ca/services-payments/recycling-organics-garbage/drop-off-depots/regulations-prohibited-waste/>

SPECIFY: \_\_\_\_\_  
(Yes / No)

(m) Reactive waste as per City of Toronto Municipal code Chap 681

SPECIFY: \_\_\_\_\_  
(Yes / No)

(n) Severely toxic waste as per O. Reg. 347

SPECIFY: \_\_\_\_\_  
(Yes / No)

not contain:

a concentration, expressed in milligrams per litre, in excess of any one or more of the limits in Table 1 of this article entitled "Limits for Sanitary and Combined Sewers Discharge," at the end of this section, :  
<https://www.toronto.ca/services-payments/water-environment/water-sewer-related-permits-and-bylaws/sewers-by-law/>

**Table 1 — Limits for Sanitary and Combined Sewers Discharge  
[Amended 2002-10-31 by By-law No. 855-2002]**

**Parameter and Limit (mg/L)**

1,1,2,2-tetrachloroethane **1.4**

SPECIFY: \_\_\_\_\_  
(Yes / No)

1,2-dichlorobenzene **0.05**

SPECIFY: \_\_\_\_\_  
(Yes / No)

1,4-dichlorobenzene **0.08**

SPECIFY: \_\_\_\_\_  
(Yes / No)

3,3'-dichlorobenzidine **0.002**

	SPECIFY:_____
	(Yes / No)
Aldrin/dieldrin <b>0.0002</b>	
	SPECIFY:_____
	(Yes / No)
Aluminum (total) <b>50</b>	
	SPECIFY:_____
	(Yes / No)
Antimony (total) <b>5</b>	
	SPECIFY:_____
	(Yes / No)
Arsenic (total) <b>1</b>	
	SPECIFY:_____
	(Yes / No)
Benzene <b>0.01</b>	
	SPECIFY:_____
	(Yes / No)
Biochemical oxygen demand <b>300</b>	
	SPECIFY:_____
	(Yes / No)
Bis (2-ethylhexyl) phthalate <b>0.012</b>	
	SPECIFY:_____
	(Yes / No)
Cadmium (total) <b>0.7</b>	
	SPECIFY:_____
	(Yes / No)
Chlordane <b>0.1</b>	
	SPECIFY:_____
	(Yes / No)
Chloroform <b>0.04</b>	
	SPECIFY:_____
	(Yes / No)
Chromium (hexavalent) <b>2</b>	
	SPECIFY:_____
	(Yes / No)
Chromium (total) <b>4</b>	
	SPECIFY:_____
	(Yes / No)
Cis-1,2-dichloroethylene <b>4</b>	
	SPECIFY:_____
	(Yes / No)
Cobalt (total) <b>5</b>	
	SPECIFY:_____
	(Yes / No)
Copper (total) <b>2</b>	
	SPECIFY:_____

	(Yes / No)
Cyanide (total) <b>2</b>	SPECIFY:_____
	(Yes / No)
DDT <b>0.0001</b>	SPECIFY:_____
	(Yes / No)
Di-n-butyl phthalate <b>0.08</b>	SPECIFY:_____
	(Yes / No)
Ethyl benzene <b>0.16</b>	SPECIFY:_____
	(Yes / No)
Fluoride <b>10</b>	SPECIFY:_____
	(Yes / No)
Hexachlorobenzene <b>0.0001</b>	SPECIFY:_____
	(Yes / No)
Hexachlorocyclohexane <b>0.1</b>	SPECIFY:_____
	(Yes / No)
Lead (total) <b>1</b>	SPECIFY:_____
	(Yes / No)
Manganese (total) <b>5</b>	SPECIFY:_____
	(Yes / No)
Mercury (total) <b>0.01</b>	SPECIFY:_____
	(Yes / No)
Methylene chloride <b>2</b>	SPECIFY:_____
	(Yes / No)
Mirex <b>0.1</b>	SPECIFY:_____
	(Yes / No)
Molybdenum (total) <b>5</b>	SPECIFY:_____
	(Yes / No)
Nickel (total) <b>2</b>	SPECIFY:_____
	(Yes / No)
Nonylphenol ethoxylates <b>0.2</b>	SPECIFY:_____
	(Yes / No)
Nonylphenols <b>0.02</b>	

	SPECIFY:_____
	(Yes / No)
Oil and grease — animal and vegetable <b>150</b>	
	SPECIFY:_____
	(Yes / No)
Oil and grease — mineral and synthetic <b>15</b>	
	SPECIFY:_____
	(Yes / No)
PCBs <b>0.001</b>	
	SPECIFY:_____
	(Yes / No)
Pentachlorophenol <b>0.005</b>	
	SPECIFY:_____
	(Yes / No)
Phenolics (4AAP) <b>1.0</b>	
	SPECIFY:_____
	(Yes / No)
Phosphorus (total) <b>10</b>	
	SPECIFY:_____
	(Yes / No)
Selenium (total) <b>1</b>	
	SPECIFY:_____
	(Yes / No)
Silver (total) <b>5</b>	
	SPECIFY:_____
	(Yes / No)
Suspended solids (total) <b>350</b>	
	SPECIFY:_____
	(Yes / No)
Tetrachloroethylene <b>1</b>	
	SPECIFY:_____
	(Yes / No)
Tin (total) <b>5</b>	
	SPECIFY:_____
	(Yes / No)
Titanium (total) <b>5</b>	
	SPECIFY:_____
	(Yes / No)
Toluene <b>0.016</b>	
	SPECIFY:_____
	(Yes / No)
Total Kjeldahl Nitrogen <b>100</b>	
	SPECIFY:_____
	(Yes / No)



Total PAHs **0.005**

SPECIFY: \_\_\_\_\_  
(Yes / No)

Trans-1,3- dichloropropylene **0.14**

SPECIFY: \_\_\_\_\_  
(Yes / No)

Trichloroethylene **0.4**

SPECIFY: \_\_\_\_\_  
(Yes / No)

Xylenes (total) **1.4**

SPECIFY: \_\_\_\_\_  
(Yes / No)

Zinc (total) **2**

SPECIFY: \_\_\_\_\_  
(Yes / No)

## 16.2 CHEMICALS AND CONSUMABLE GOODS

The Successful Bidder must practice ‘First In-First Out’ inventory management procedures on Board property.

The Successful Bidder must ensure, chemicals are used by expiry date by original manufacturer expiry date including chemicals diluted by end user. The Successful Bidder must remove expired products from Board property back to Successful Bidder’s premises for other uses or disposal, all at no additional cost to the Board. Expired product will be replaced with acceptable product, all at no additional cost to the Board.

In addition, the Successful Bidder must use, in the process of their work, multi-vector environmentally friendly chemicals and consumable goods that are EcoLogo certified (an Environment Canada program) as noted in Table 1 or certified to approved equivalent multi-vector environmental criteria documents from other G-7 Environmental Certification Programs from Green Seal, Eco Mark, Ecolabel, NF Environment or Blue Angel.

Table 1: EcoLogo Product

<https://greenterrafirma.com/EcoLogo.html>

<https://www.ul.com/sustainability>

EcoLogo CCD Number	Category	Sub-category
082	<u>Toilet Tissue</u>	<u>toilet tissue</u>
086	<u>Hand Towels</u>	<u>hand towels</u>
104	<u>Hand Cleaners - Industrial &amp; Institutional</u>	<u>hand cleaners - industrial heavy duty</u>
110	<u>Cleaning and</u>	<u>cleaners, biobased -</u>

	<u>Degreasing Compounds - Biologically-based</u>	<u>general facility maintenance cleaners</u>
110	<u>Cleaning and Degreasing Compounds - Biologically-based</u>	<u>cleaners, biobased - parts cleaners</u>
112	<u>Biological Digestion Additives for Cleaning and Odor Control</u>	<u>cleaners - enzymatic</u>
112	<u>Biological Digestion Additives for Cleaning and Odor Control</u>	drain / grease trap additives - enzymatic,
112	<u>Biological Digestion Additives for Cleaning and Odor Control</u>	odour control additives - enzymatic,
113	<u>Drain and/or Grease Trap Additives - Alternative</u>	<u>drain and grease trap additives - biobased</u>
115	<u>Odour Control Additives - Alternative</u>	<u>odour control additives - biobased</u>
146	<u>Hardsurface Cleaners</u>	<u>cleaners - bathroom</u>
146	<u>Hardsurface Cleaners</u>	<u>cleaners - degreasers</u>
146	<u>Hardsurface Cleaners</u>	<u>cleaners - general purpose</u>
146	<u>Hardsurface Cleaners</u>	<u>cleaners - industrial</u>
146	<u>Hardsurface Cleaners</u>	<u>cleaners - window and glass</u>
146	<u>Hardsurface Cleaners</u>	cleaners – dish
146	<u>Hardsurface Cleaners</u>	cleaners - vehicle cleaners for household and institutional use
146	<u>Hardsurface Cleaners</u>	cleaning products with low impact for environmental illness and endocrine disruption
147	<u>Floor Care Products</u>	<u>floor finish and finisher/sealers combination</u>
147	<u>Floor Care Products</u>	<u>neutralizers</u>
147	<u>Floor Care Products</u>	<u>restorers</u>
147	<u>Floor Care Products</u>	<u>sealers</u>
147	<u>Floor Care Products</u>	<u>strippers</u>

148	<u>Carpet and Upholstery Cleaners</u>	<u>carpet spot and stain removers</u>
148	<u>Carpet and Upholstery Cleaners</u>	<u>cleaners - carpet</u>
165	<u>Urinal Blocks</u>	<u>urinal pucks</u>
166	<u>Disinfectants and Disinfectant Cleaners</u>	<u>disinfectant cleaners</u>
166	<u>Disinfectants and Disinfectant Cleaners</u>	<u>disinfectants</u>

16.2.1 Successful Bidder must provide proof that the chemicals and consumable goods used are certified by EcoLogo or approved equivalent multi-vector environmental criteria documents from other G-7 Environmental Certification Programs from Green Seal, Eco Mark, Ecolabel, NF Environment or Blue Angel. This proof must be supplied to a Board authorized representative when requested within (5) business days.

### 16.3 Indoor Air Quality

Within five (5) business days of request, Successful Bidders must submit a list stating which products they are offering are Greenguard certified for Indoor Air Quality.

### 16.4 PACKAGING

In addition, the Successful Bidder must use, in the process of their work, multi-vector environmentally friendly packaging that is EcoLogo certified (an Environment Canada program) as noted in Table 2 or certified to approved equivalent multi-vector environmental criteria documents from other G-7 Environmental Certification Programs from Green Seal, Eco Mark, Ecolabel, NF Environment or Blue Angel.

Table 2: Ecologo Packaging Environmental Criteria

<b>EcoLogo CCD Number</b>	<b>Category</b>	<b>Sub-category</b>
<u>076</u>	<u>paperboard</u>	<u>Paperboard</u>
<u>126</u>	<u>garbage bags</u>	<u>Plastic Film Products</u> including but not limited to the following plastic film products: construction films, drum and other liners, garbage bags, industrial shipping sacks, industrial stretch wrap, and shrink film case wrap
<u>127</u>	<u>non-food containers</u>	<u>Recycled Plastic Products</u> including but not limited to the following non food containers:

		construction materials, non-food containers, and office supplies
--	--	--

16.4.1 Bidder must provide proof that the packaging used are certified by EcoLogo or approved equivalent mutli-vector environmental criteria documents from other G-7 Environmental Certification Programs from Green Seal, Eco Mark, Ecolabel, NF Environment or Blue Angel. This proof must be supplied to a Board authorized representative when requested within (5) business days.

**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 -

The 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

the Board of Governors of Exhibition Place upon request by the Board and will be available for inspection at Exhibition Place, 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 )

THIS DAY OF 20\_\_\_\_. )

A Commissioner etc. )

\_\_\_\_\_  
) Signing Officer for Company

THIS DAY OF 20\_\_\_\_. )

A Commissioner etc. )

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

**APPENDIX "A"**  
**REQUEST FOR QUOTATIONS PROCESS TERMS AND CONDITIONS**

**1. Bidder's Responsibility**

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

**2. Contacts and Questions**

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

[http://www.toronto.ca/Citybusiness/pdf/policy\\_procurement\\_process.pdf](http://www.toronto.ca/Citybusiness/pdf/policy_procurement_process.pdf)

[http://www.toronto.ca/legdocs/municode/1184\\_140.pdf](http://www.toronto.ca/legdocs/municode/1184_140.pdf)

[http://www.toronto.ca/lobbying/pdf/interpretation-bulleting\\_lobbying-procurements.pdf](http://www.toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf)



### **3. Addenda**

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

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

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

### **4. Exceptions to Mandatory Terms and Conditions**

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

### **5. Omissions, Discrepancies and Interpretations**

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

### **6. Bidders Shall Bear Their Own Costs**

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

### **7. Limitation of Liability**

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

### **8. Post-Submission Adjustments and Withdrawal of Quotations**

- (1) No unilateral adjustments by Bidders to submitted Quotations will be permitted.
- (2) A Bidder may withdraw its Quotation prior to the Closing Deadline any time by notifying the Board Contact designated in this RFQ in writing.

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

## **9. Binding Bid**

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

## **10. Supplier Code of Conduct**

- (1) Honesty and Good Faith

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

- (2) Confidentiality and Disclosure

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

- (3) Conflicts of Interest and Unfair Advantage

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

- (4) Collusion or Unethical Bidding Practices

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

- (5) Illegality

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

- (6) Interference Prohibited

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

- (7) Gifts of Favours Prohibited

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

#### (8) Misrepresentations Prohibited

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

#### (9) Prohibited Communications

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

#### (10) Failure to Honour Bid

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

#### (11) Bidder Performance

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

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

### **13. Currency**

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

### **14. Tied Bids**

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

### **15. Mathematical Errors**

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

### **16. Board Confidential Information**

- (1) Board Confidential Information provided by Board staff to any Bidder or prospective Bidder in connection with, or arising out of this RFQ, the Services or the acceptance of any Quotation:
  - a) is and shall remain the property of the Board;
  - b) must be treated by Bidders and prospective Bidders as confidential;

- c) must not be used for any purpose other than for replying to this RFQ, and for fulfillment of any related subsequent contract.

#### **17. Ownership and Disclosure of Quotation Documentation**

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

#### **18. Intellectual Property Rights**

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

#### **19. Selection of Successful Bidder**

The highest ranked Bidder(s), as established under the evaluation of the RFQ that are recommended by the Board for award 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 a formal Agreement is executed or a purchase order is issued.

#### **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 By-laws.

**APPENDIX "B"**  
**GENERAL CONTRACT TERMS AND CONDITIONS**

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

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

**1. Compliance with Laws**

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

**2. Non-Exclusivity**

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

**3. Confidentiality**

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

**4. Conflict of Interest**

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

## **5. Indemnities**

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

### **Intellectual Property Indemnity**

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

### **Employment & WSIB Indemnity**

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

## **6. Insurance**

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

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

The Successful Bidder shall, prior to the commencement of the agreement, furnish the Board, with proof of Automobile Liability Insurance and Comprehensive General Liability Insurance

coverage, each in the amount of \$2,000,000.00 inclusive coverage per occurrence, covering liability for personal injury and death to persons and damage to or loss of property arising out of The Successful Bidder's exercise or performance of its rights and obligations under the Agreement. Such policies shall include the following:

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

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

## **7. No Assignment**

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

## **8. Subcontractors**

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

## **9. Personnel and Performance**

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



## **10. Independent Contractor**

The Successful Bidder and the Board agree and acknowledge that the relationship of the Board and the Successful Bidder 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 Successful Bidder and the Board.

## **11. Warranties and Covenants**

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

## **12. Ownership of Intellectual Property and Deliverables**

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

## **13. Termination Provisions**

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

## **14. Liquidated Damages**

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

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

## **15. Right to Retain Monies**

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

## **16. Right to Audit**

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

## **17. Occupational Health and Safety**

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

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

#### **18. Workplace Safety and Insurance Board**

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

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

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

#### **19. Accessibility Standards for Customer Service Training Requirements**

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

## **20. Exhibition Place – Invoice/Billing Requirements**

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

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

### **21.1 Standard Invoices:**

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

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

2) Electronic Invoices

To support an electronic payable environment, the Exhibition Place Accounts Payable unit will accept electronic invoices submitted via email to [ajaniszewski@explace.on.ca](mailto:ajaniszewski@explace.on.ca)

Electronic invoices submitted must be in a PDF format with either single or multiple invoice(s) per attachment.

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

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

- I. Name of Exhibition Place Division,
- II. The Exhibition Place contact name and phone number (the person ordering or picking up the goods and/or services),
- III. Delivery location of goods and/or services (excluding pick-up order),

- IV. Purchasing document information on the invoice (blanket Contract number, Contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO) must be clearly indicated on the invoice.
- V. Complete "Remit To" address is required on all submitted Successful Bidder invoices

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

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

**APPENDIX "C"**  
**STANDARD SUBMISSION FORMS**

**FORM 1:                                      Quotation Submission Form – Mandatory**

**QUOTATION SUBMISSION FORM**  
**REQUEST FOR QUOTATION NO. EPRFQ-2019-35066**

**Supply and delivery of janitorial Products as and when required by Exhibition Place as set out in this RFQ**

**CLOSING: 10:00 A.M. (LOCAL TORONTO TIME) August 1, 2019**

**1.     BIDDER INFORMATION**

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

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

## **2. REQUEST FOR QUOTATION TERMS, CONDITIONS AND SPECIFICATIONS**

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

## **3. POLICIES**

The Bidder has read, understood and agrees to comply with the Board's purchasing policies and procedures found in below.

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

### **3. 1 CONFLICTS OF INTEREST OR UNFAIR ADVANTAGE**

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

(a) in relation to the procurement process, the Bidder has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Board in the preparation of its quotation that is not available to other Bidders, (ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or  
(b) in relation to the performance of its contractual obligations contemplated in the Agreement that is the subject of this procurement, the Bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

- (1) Engaging current or former Board employees or public office holders to take any part in the preparation of the quotation or the performance of the Agreement if awarded, any time within two (2) years of such persons having left the employ of the Board;
- (2) Engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the procurement process or performance of the Agreement, if awarded;
- (3) Prior involvement by the Successful Bidder or affiliated persons in developing the technical specifications or other evaluation criteria for the solicitation;
- (4) Prior access to confidential Board information by the supplier, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Bidders; or
- (5) The Bidder or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the Board in relation to a previous contract.

If the box below is left blank, the Bidder will be deemed to declare that (a) there was no Conflict of

Interest in connection with preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFQ process.

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

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


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

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

**(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.

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### **3.2 ENVIRONMENTALLY FAVOURABLE PROCUREMENT STATEMENT**

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

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

State if environmentally preferred products or services are being offered: YES \_\_\_\_\_

NO \_\_\_\_\_

State briefly the environmental benefit of the products or services offered:



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### **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.**

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

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

The policy and schedules are available on the Fair Wage Office website:

[www.toronto.ca/fairwage](http://www.toronto.ca/fairwage)

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### **3.5 ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING REQUIREMENTS POLICY**

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

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

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### **3.6 SOCIAL PROCUREMENT POLICY**

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

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

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

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## **4. DISCLOSURE OF INFORMATION**

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

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

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

The Bidder is deemed to have read and taken into account all addenda issued by the Board prior to the Deadline for Issuing Addenda. The Bidder is requested to confirm that it has received all

addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None, on the following line: [insert line here]. Bidders who fail to complete this section will be deemed to have received all posted addenda.

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6. **ACKNOWLEDGEMENT BY BIDDERS**

The Bidder hereby agrees that by signing this Form 1 it has reviewed and understood all policies, requirements and standards set out in subsections 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6 and sections 4 and 5 above.

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**SIGNATURE OF AUTHORIZED SIGNING OFFICER**

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**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**

**PRICE DETAIL FORM**

**MUST BE COMPLETED AND SUBMITTED WITH THE QUOTATION OR THE QUOTATION WILL  
BE DECLARED NON-COMPLIANT**

## PRICE DETAIL FORM

### **Table 1: Price Schedule**

#### **A. Unit Prices**

#### **NOTE:**

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

ITEM NO	DESCRIPTION	MANUFACTURE	PRODUCT NUMBER	Are Equivalents acceptable? Yes / No	PACKAGING PER UNIT	Pricing Unit	ESTIMATED ANNUAL QUANTITY (A)	Price per Unit
	<b>Paper Products</b>							
1	Tork Matic Basic Kraft (brown) Hand Towel	Tork	290088	No	12 rolls /case	Case	1850	\$
2	Tork Heavy Duty Paper Wiper 5/pkgx65shts	Tork	192136	No	5 x 65 sheets/case	Case	30	\$
3	Tork 2ply Mini Jumbo Toilet Tissue 751'	Tork	12024402	No	12 x 751' rolls per case	Case	2400	\$
4	KL 260 Waxed Sanitary Liners	Hospeco	KL	Yes	500/case	Case	100	\$
5	Tampex Coin Vendor Tampons	Hospeco	T500	Yes	200/case	Case	45	\$
6	Maxithin Sanitary Napkin #4	Hospeco	MT4	Yes	250/case	Case	30	\$
	<b>Garbage Bags</b>							
7	22x24 Utility Clear Garbage Bags	Jansen	2224REGCL	Yes	500/case	Case	64	\$
8	30x38 EXTRA Strong Clear Garbage Bags	Jansen	3038STCL	Yes	200/case	Case	345	\$
9	35x50 Extra Strong Clear Garbage Bags	Jansen	3550XSTCL	Yes	100/case	Case	580	\$
10	42x48 Extra Strong Clear Garbage Bags	Jansen	4248XSTCL	Yes	100/case	Case	925	\$
	<b>Diversey Command Centre Chemicals</b>							
11	Diversey #2 Glance Glass Cleaner 1.5gal	Diversey	5271310	No	2 x 1.5 gallon per case	Case	10	\$
12	Diversey #44 Crew Bathroom Cleaner 1.5gal	Diversey	95271230	No	2 x 1.5 gallon per case	Case	5	\$
13	Diversey #20 Hot Springs All Purpose Cleaner 1.5gal	Diversey	4039520	No	18.9 L cube	Cube	100	\$
14	Diversey CC # 40 Breakdown Enzyme Deodorizer 1.5gal	Diversey	4291110	No	4 x 1 gallon per case	Case	40	\$

	<b>Cleaning Chemicals</b>							
15	Twister Floor Conditioner	Twister	97065	No	2 x 1 Litre per case	Case	15	\$
16	Diversey GP Forward All Purpose Cleaner 18.9L	Diversey	904965	No	4 x 1 gallon per case	Case	50	\$
17	Diversey Breakdown Enzyme Odor Eliminator 4L	Diversey	94377150	No	4 x 1 gallon per case	Case	30	\$
18	Diversey Oxivir Plus Cleaner	Diversey	5919024	No	4 x 1 gallon per case	Case	35	\$
19	Buckeye Marauder Peroxide Cleaner 4L	Buckeye	526510004	No	4 x 1 gallon per case	Case	5	\$
20	Defoamer 4L	Jansen	700-DF04-JAN	No	4 x 1 gallon per case	Case	20	\$
21	JanSan Winter Rinse	JanSan	60546	No	4 x 1 gallon per case	Case	10	\$
22	Kaiblooey Restroom Cleaner	Kaivac	KBLOOEY	No	4 x 1 gallon per case	Case	3	\$
23	Kaipow Degreaser	Kaivac	KPOW	No	4 x 1 gallon per case	Case	3	\$
	<b>Floor Care Finishes / Strippers</b>							
24	Buckeye Pentrate Floor Stripper 4L	Buckeye	2291	No	18.9 L cube	Cube	25	\$
25	Diversey Aquaria Floor Finish	Diversey	5120870	No	18.9 L cube	Cube	90	\$
	<b>Carpet Care Chemicals</b>							
26	Avmor EP68 4 in 1 Ecologo Caropet Cleaner	Avmore	2049278001	No	4 x 4 L per case	Case	20	\$
27	Carpet pre-spray Heavy duty	Diversey	4266	No	4 x 4 L per case	Case	6	\$
28	Diversey Carpet Shampoo	Diversey	95002689	No	4 x 3.78 L per case	Case	15	\$
	<b>Degreasers / Specialty Chemicals</b>							
29	Strata, Non-Btyl Cleaner/Degreaser	Diversey	95272232	No	4 x 1 gallon per case	Case	20	\$
30	RMC Enviro Chem Liqui-Enzyme Odor Digester (Enviro Care Liqui Bac)	RMC	11819936	No	6 x 1 gallon per case	Case	30	\$

	<b>Urinal Screens and Odour Management</b>							
31	EKCOSCREEN Urinal Screens - Various Scents (mango, apple, fresh)	Hospeco	EKS-3B-12	Yes	10/pkg	Pkg	115	\$
32	T-Cell Odor Control Refill Mango Blossom	Rubbermaid	402369	Yes	6/pg	Pkg	10	\$
	<b>Skin Care</b>							
33	PURELL Advance Foaming hand rub 2X1200ML	Gojo	191300	No	2 x 1200 ml per case	Case	58	\$
34	GOJO Foaming hand Soap	Gojo	5165	No	3 x 1250 ml per case	Case	420	\$
35	One Shot Eco hand soap	Rubbermaid	401543TC	No	4 X 1600 ml per case	Case	350	\$
	<b>Safety Supplies</b>							
36	Safety Glasses Clear lens	Wayne Safety	9880	Yes	each	Each	100	\$
37	Chemical Splash Safety Goggles	Wayne Safety	01DWSSG04	Yes	each	Each	40	\$
38	3M P95 Particulate Respirator 10/bx 12bx/cs	3M	9211	Yes	120 / case	Case	12	\$
39	Coveralls c/w hood - disposable - Various Sizes M to 4XL	Wayne Safety	16I-BMCOV	Yes	Each	Each	650	\$
	<b>Gloves</b>							
40	Nitrile Coated Glove Various Sizes	Wayne Safety	14I-602	Yes	12 pr. / pkg.	Package	120	\$
41	Polyurethane Coated Fingertip Glove - Various sizes (small to extra large)	Wayne Safety	46I-B0600	Yes	12 pr. / pkg.	Package	60	\$
42	Blue Nitrile PF Non-med Gloves - Various sizes (small to extra large)	Wayne Safety	15I-760PF	Yes	10 pr. / case	Case	450	\$
43	Leather palm cotton work glove - men's knit wrist	Wayne Safety	604	Yes	Dozen	Dozen	300	\$
	<b>Floor Pads</b>							
44	Twister 16" Green Diamond Pads	Glit	211666	Yes	2/case	Case	7	\$



45	14" Red Floor Pads (buffering the floor)	Glit	RD1400	Yes	5/case	Case	1	\$
46	14" Black Floor Pads (for scrubbing the floor)	Glit	BK1400	Yes	5/case	Case	2	\$
47	14" Green Floor Pads (for washing the floor)	Glit	GR1400	Yes	5/case	Case	2	\$
48	16" Red Floor Pads (buffering the floor)	Glit	RD1600	Yes	5/case	Case	1	\$
49	16" Black Floor Pads	Glit	BK1600	Yes	5/case	Case	3	\$
50	16" Green Floor Pads	Glit	GR1600	Yes	5/case	Case	3	\$
51	17" Red Floor Pads (buffering the floor)	Glit	RD1700	Yes	5/case	Case	2	
52	17" Black Floor Pads	Glit	BK1700	Yes	5/case	Case	6	\$
53	17" Green Floor Pads	Glit	GR1700	Yes	5 / case	Case	10	\$
	<b>Cleaning Tools</b>							
54	80/20 White t-shirt rags	Casselman	1116AW6	Yes	25 lb/case	Case	90	\$
55	Granular Absorbent		888002	Yes	30 lb bag	Bag	150	\$
56	32oz WHMIS Label Spray Bottle	Harper	TS0033	Yes	each	Each	800	\$
57	9" Blue/White Trigger Sprayer	Harper	TS0121	Yes	each	Each	650	\$
58	Lobby Dust Pan - Plastic c/w handle	Jansan	M1800	Yes	each	Each	50	\$
59	Lobby Toy Corn Broom Short Handle	Jansan	103	Yes	each	Each	400	\$
60	1 String 3 Wire Corn Broom	Marino	CB110	Yes	each	Each	60	\$
61	24 oz NB SYNTHETIC Wet mop	Jansen	4PS24	Yes	12 / case	Case	85	\$
62	16 oz SYNTHETIC Cut End Wet Mop	Jansen	4PS20	Yes	12 / case	Case	50	\$
63	54" Snap-and-go blue fiberglass mop stick	Snap-N-Go	MH7000F-54	Yes	13 / case	Case	50	\$
64	60" Snap-and-go blue fiberglass mop stick	Snap-N-Go	MH7000F-60	Yes	14 / case	Case	50	\$

65	Floor Squeegee 24" white neoprene w/steel frame	Tough Guy	59JM36	Yes	15 / case	Case	10	\$
66	Floor Squeegee 36" white neoprene w/steel frame	Tough Guy	59JM39	Yes	16 / case	Case	15	\$
67	30" Fluffy Duster - 1section	Jansan	22	Yes	each	Each	80	\$
68	Toilet Bowl Swab - Acrylic	Jansan	209	Yes	each	Each	1000	\$
69	48" Green Microfibre Dust mop w/Fringe	Rubbermaid	Q449	Yes	6 / case	Case	2	\$
70	18" Green Microfibre Dust mop w/Fringe	Rubbermaid	Q418	Yes	6 / case	Case	2	\$
71	Microfibre Cloth (Red, Green, Yellow)	Rubbermaid	Q605	Yes	24 / pack	Package	20	\$
72	18" Microfibre Wet Mop - Various colours (blue, green)	Rubbermaid	Qixxx	Yes	each	Each	30	\$
73	Janson Scoop Hoop Bag & Frame Complete	Jansan	17004LS	No	each	Each	350	\$
74	Blue bags for scoops	Jansan		No	12/pkg	pkg	350	\$
						<b>Annual Total exclusive of HST</b>		

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

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

**[POSSIBLE OPTIONS TO CONSIDER & ADD IF APPROPRIATE]**

**Emergency Service**

**24 HOUR ANSWERING SERVICE**

Successful Bidder 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**

Successful Bidder 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.

**MANDATORY SUBMISSION REQUIREMENT**

State your Workplace Safety and Insurance Board Account Number:

**Specify:** \_\_\_\_\_

**APPENDIX "E"**  
**BIDDER REFERENCES FORM**

**BIDDER REFERENCE FORM**  
**MUST BE COMPLETED AND SUBMITTED WITH THE QUOTATION OR THE QUOTATION**  
**WILL BE DECLARED NON-COMPLIANT**

Additional information can be provided on separate pages as necessary.

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

## **APPENDIX “F” 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>

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