



**THE CORPORATION OF THE CITY OF
VAUGHAN REQUEST FOR QUOTE (RFQ)**

COVER PAGE

RFQ / BID NO:	Q20-163
RFQ / BID NAME:	Supply, Delivery and Installation of Gymnasium Divider Curtains at Chancellor Community Center and North Thornhill Community Center, Vaughan
CLOSING TIME:	3:00:00 p.m. EST on Thursday June 18, 2020
DEADLINE FOR QUESTIONS:	3:00:00 p.m. EST on Wednesday June 10, 2020
IF A SITE MEETING IS MANDATORY, DETAILS ARE AS FOLLOWS:	Date: N/A Time: Location: Other Details:
IF A NON-MANDATORY BIDDERS MEETING IS BEING OFFERED, DETAILS ARE AS FOLLOWS:	Date: N/A Time: Location: Other Details:
Procurement Services Department representative for this RFQ ("PR"):	Name: Grace Zeng, CSCMP, CPPB Title: Procurement Analyst Email address: grace.zeng@vaughan.ca

BIDS WILL ONLY BE SUBMITTED ONLINE USING THE CITY'S ONLINE BIDDING SYSTEM

at <https://vaughan.bidsandtenders.ca>

Bidders who require accommodations due to a disability should contact the PR or call the Procurement Services main line at 905-832-8555.

Late Bids will not be accepted. The lowest or any Bid will not necessarily be awarded a Contract.

KEY DETAILS

1. Must bidder be prequalified in order to submit a Bid?

YES - / NO

2. Bid Documents:

DOCUMENT NAME OR DESCRIPTION	'BID DOCUMENT' for this RFQ?
RFQ Cover Page	YES
RFQ Key Details page	YES
Document 1, Instructions to Bidders	YES
Document 2, City General Provisions	YES
Document 3, City Specifications *	YES
Document 4, City Special / Supplemental Provisions	NO
Document 5, City Standard Agreement for Goods and Services	YES
Document 6, Appendices – Drawings (City or / and Ontario Provincial Standard Drawings (OPSD) *	NO
Document 7, Preview Online Bidding System Schedules	YES
Ontario Provincial Standard Specifications (OPSS) *	NO
City of Vaughan Standard Terms and Conditions of Purchase	YES
Geotechnical Reports	NO
Arborist Reports	NO
Engineering Reports	NO
Architectural Reports	NO
For additional documentation:	NO

*Note: City issued Drawings and Specifications would take precedence in the event of conflict of inconsistency with any OPSS or OPSD.

Key Appendices and other Referenced Documents

Document	How to Obtain
Bidding System Terms of Use	Click here for document
Vendor Guide to Bidding System	Click here for document
City of Vaughan Standard Terms and Conditions of Purchase	Click here for document
Bid Form	Upload from Bidding System
References Form	Upload from Bidding System
List of Subcontractors Form	Upload from Bidding System
Change Order Form	Document 6 Appendices of this RFQ
City Standard Form of Certificate of Insurance	Document 6 Appendices of this RFQ

In the event of conflict between the provisions in this RFQ and the provisions in the Bidding System Terms of Use and/or the Vendor Guide to the Bidding System, the terms in the RFQ shall prevail.

3. Will references be required as part of Bid submission?

YES / NO

If yes, submit online.

4. If the City has (at the time this RFQ has been released) appointed a third party Architect or Engineer or Contract Administrator or other third party to assist with this Bid opportunity and/or any resulting Contract, details are as follows:

Company Name: N/A
 Role (A/E/CA/Other): N/A

5. Must Bid submissions include a digital Bid Bond?

YES - / NO

If yes, must the City Standard Form of Bid Bond be used? YES -/NO.

See below for additional requirements.

6. Must Bid submissions include a digital Agreement to Bond, Undertaking to Bond or Consent of Surety?

YES / NO -

If yes, must the City Standard Form be used? YES - / NO -

See below for additional requirements.

7. Must a successful Bidder provide a Performance Bond if awarded a Contract?

YES / NO -

If yes, the Performance Bond must be 25 % of the Bid Price.

If yes, must the City Standard Form of Performance Bond be used?

YES - / NO -

If yes, must the Performance Bond be renewable? YES - / NO

See below for additional details.

8. Must a successful Bidder provide a Labour & Materials Bond if awarded a Contract?

YES / NO -

If yes, the L&M Bond must be 25 % of the Bid Price.

If yes, must the City Standard Form of L&M Bond be used? YES - / NO

If yes, must the L&M Bond be renewable? YES - / NO

See below for additional details.

9. Liquidated Damages Amount (if applicable):

\$ N/A / calendar day

10. Contractor Insurance Requirements if awarded a Contract:

(a) Category or Goods and / or Services being procured:

Supply, Delivery and Installation of Gymnasium Divider Curtains

(b) Required Contractor Insurance Policies and Amounts

- As outlined in Document 2 City General Provisions, Section 25 Insurance (Policies / Coverage Requirements)
- As outlined in the City of Vaughan Standard Terms and Conditions of Purchase (see Key Appendices and Other Referenced Documents)
- Other (if selected, please describe):

(c) Additional Insured (applicable if completed):

In addition to any Additional Insured stated as required, the Contractor shall name the following as Additional Insured on all applicable Insurance Policies required to be maintained by Contractor under the Contract:

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1. DEFINITIONS

- a. **“Addenda”** means a document made available by the City’s Procurement Department which amends or clarifies a Bid Document.
- b. **“Bid”** and **“Bid submission”** means a submission by a Bidder in response to the applicable City issued Request for Quote.
- c. **“Bid Documents”** is defined in section 2 below.
- d. **“Bidder”** means the entity submitting a Bid in response to this RFQ.
- e. **“Bid Price”** means the Total Contract Amount from section 1 ‘Schedule of Prices’ of Bidder’s online Bid.
- f. **“Bidding System”** means the web site/system used by the City to make Bid Documents available and receive Bids (<https://vaughan.bidsandtenders.ca>).
- g. **“City”** and **“Owner”** means The Corporation of the City of Vaughan.
- h. **“Closing Time”** is identified on the Cover Page of this RFQ, and is subject to change by Addenda.
- i. **“Conflict of Interest”** is defined in section 16 below.
- j. **“Contract”** and **“Contract Documents”** are defined in section 2 below.
- k. **“Contract Security”** is defined in the section entitled “Contract Security”.
- l. **“Contractor”** means the successful Bidder(s) (if any) who has entered into an Agreement with the City to perform the Work.
- m. **“Request for Quote”** or **“RFQ”** means the RFQ named and numbered on the Cover Page and includes all Bid Documents.
- n. **“Responsive Bidder”** means a Bidder that has complied in all material respects with the requirements of this RFQ.
- o. **“Successful Bidder”** and **“successful Bidder”** means a Bidder who the City has sent (or Owner intends to send) a ‘Notification of Award’ pursuant to this RFQ to enter into an Agreement to perform the Work.
- p. **“Work”** means all goods and services to be provided by a Contractor under and pursuant to the Contract.
- q. **“Working Day”** means Monday through Friday inclusive but excluding Saturday and Sunday and any recognized statutory holiday in the City of Vaughan.

2. GOVERNING TERMS AND CONDITIONS

- 2.1 “**Bid Documents**” are listed in the Key Details Document in the RFQ. Interested entities should review the Bid Documents then determine if they want to submit a Bid.
- 2.2 The “**Contract**” is comprised of the Agreement and all Contract Documents.
 - i. “**Agreement**” means the “Corporation of the City of Vaughan Standard Agreement for Goods and Services” included as a Bid Document.
 - ii. All Bid Documents form part of the Contract, and are referred to as / become “**Contract Documents**” once the Agreement is fully executed.
- 2.3 Implied terms are disclaimed from this RFQ.
- 2.4 The provisions in each Document are in addition to and supplement the provisions in the other Documents.
- 2.5 The headings within the RFQ and any Contract Document are for convenience and reference only and shall not affect or be used to interpret the provisions therein.

3. E-SUBMISSIONS

- 3.1 The City will ONLY accept Bids uploaded electronically to the City’s Bidding System. Bidders who require accommodations due to a disability should contact the Procurement Services main line at 905-832-8555. If you have problems uploading your Bid, please contact the City’s Procurement Services Department.
- 3.2 The City’s Bidding System Terms of Use Agreement forms part of this RFQ.
- 3.3 Bids submitted and/or received by any other method shall be rejected, unless the City has instructed otherwise by published Addendum or a special exception has been granted by the City’s Director of Procurement Services.
- 3.4 A Bid will only be considered to have been submitted once it has been received by the City in its Bidding System. The time the Bid is received shall be determined by the City’s Bidding System web clock.
- 3.5 The Bidding System will send a confirmation email to the Bidder advising that its Bid was submitted successfully. If you do not receive a confirmation email, contact the City’s Procurement Services Dept.
- 3.6 Bidders should not consider their Bid to have been submitted until they have received the confirmation e-mail (oral confirmation will not suffice).
- 3.7 Bidders are cautioned that the time the Bid is received is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is sent for transmission by a Bidder and not when Bidder system indicates Bidder uploaded/sent/transmitted the Bid, as Bid transmission can be delayed in an “Internet Traffic Jam” due to file transfer size, transmission speed, etc. Accordingly, the City recommends that Bidders allow sufficient time to upload their Bid and attachment(s) (if applicable) and to resolve any issues that may arise.

- 3.8 Bids must be received by the Bidding System before the stipulated closing time. Late Bids will not be accepted by the Bidding System.
- 3.9 To ensure receipt of the latest information (and updates via email) regarding this procurement opportunity, or if a Bidder has obtained the RFQ from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a 'Plan Taker' for this RFQ at the at <https://vaughan.bidsandtenders.ca>.
- 3.10 All Bids are subject to the terms and conditions of this RFQ and by submitting a Bid, Bidders agree to the terms and conditions herein.
- 3.11 Company Contacts - Regarding having multiple company contacts on the online Vendor account:
- i. Do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid opportunity).
 - ii. It is recommended that when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your company is a Registered Plan Taker for.
 - iii. Vendor contacts may: act on vendor's behalf, receive Addendum notifications from the Bidding System, submit Bids electronically through the Bidding System, withdraw and/or edit and/or acknowledge Addendum/Addenda, on behalf of vendor.
 - iv. If you are an invited company contact it is required that you create your login from the link contained in the email invitation. Do NOT create a separate vendor account.

3.12 **Uploading Documents into the Bidding System**

To upload a document:

- i. Click on the "Browse" button to locate the file/folder on your computer or network
- ii. Click on the "Upload" button.

After the file/folder has been successfully uploaded, a link to the document will appear on the screen, along with the date and time that it was uploaded.

If you need to remove an uploaded document, click on the "Remove" button next to the document name.

Documents being uploaded should:

1. be in Adobe pdf format; and
2. NOT have a security password.

It is the Bidder's sole responsibility to ensure that their uploaded document(s):

1. are not defective, corrupted or blank; and
2. can be opened and viewed by the City.

The City may reject or disqualify any Bid that contains documents that cannot be opened and verified by the City.

Bidders may only upload one (1) file/folder for each required document.

The maximum single file/folder upload size is 500 MB.

To reduce the size of a single file/folder, or to combine multiple files into a single folder for upload, Bidders should compress (zip) their file(s)/folder(s) as described below.

3.13 Compressing Zip Folders / Files

To compress (zip) a single file or folder:

- i. Locate the file/folder that you wish to compress (zip)
 - o then right-click on the file/folder
 - o select "Send to"
 - o then click on "Compressed (zipped) folder"
- ii. new compressed (zipped) folder will be created in the same location as the original file.
- iii. To rename the compressed (zipped) folder, right-click on it, click on "Rename" and enter the new name.
- iv. To compress (zip) multiple files into a single folder:
 1. Locate and select the files/folders that you wish to combine
 2. With all of the files selected, right-click, select "Send to", then click on "Compressed (zipped) folder".
- v. A new compressed (zipped) folder will be created in the same location as the original files.
- vi. To rename the compressed (zipped) folder, right-click on it, click on "Rename" and enter the new name.
- vii. If you are uploading a compressed (zipped) folder containing more than one (1) document, please ensure that each document is named appropriately.

4. SUBMITTING A QUESTION

- 4.1 Bidders may submit questions through the City's Bidding System using the "Submit a Question" link associated with the RFQ prior to the deadline for questions.
- 4.2 The City shall not be responsible for responding to questions that are posed by any other method.

5. BLACKOUT PERIOD

Between the date this RFQ is posted and the date it is cancelled or an Agreement has been fully executed (whichever is earlier), Bidders shall not discuss this RFQ with any City employee or Councillor or Evaluation Committee member (if applicable) except as permitted or contemplated by this RFQ.

6. ADDENDA

- 6.1 The City may issue Addenda from time-to-time during this procurement process, amending or clarifying any Bid Document.
- 6.2 All Addenda will be posted on the Bidding System. Addenda form part of the RFQ.
- 6.3 Bid Documents may only be changed by Addenda posted online on the Bidding System. It is the Bidder's sole responsibility to check the Bidding System for Addendum(s) prior to submitting their Bid.
- 6.4 No oral interpretation or clarification provided to a Bidder will be effective to modify any provisions of the Bid Documents.
- 6.5 Any additional information and/or changes to the Bid Documents will be issued in the form an Addendum.
- 6.6 The City will notify Bidders of the issuance of Addenda via e-mail; however, it is the Bidder's responsibility to ensure that it has downloaded all Addenda prior to submitting its Bid. Bidders should check the Bidding System prior to submitting their Bid and up until the Bid closing time and date in the event additional Addendums are issued.
- 6.7 The City will not be liable for any misdirected notices of Addenda resulting from a Bidders failure to update its contact information in the Bidding System and/or Bidders failing to check for Addenda prior to submitting their Bid.
- 6.8 Bidders shall check a box for each Addendum/Addenda and any applicable attachments that have been issued, before a Bidder can successfully submit their Bid.
- 6.9 Bids that do not contain evidence of receipt of all Addenda will be deemed to be "incomplete" and will not be accepted in the Bidding System.
- 6.10 In the event that an Addendum is issued after a Bidder has submitted its Bid, the Bidding System will change the status of the Bid to "incomplete" and the Bidder will be required to acknowledge the Addendum and resubmit its Bid prior to the bid closing date and time.
- 6.11 For greater certainty, if a Bidder submits its Bid prior to the bid closing time and an Addendum/Addenda is later issued by the Owner, the Bidding System shall WITHDRAW the Bid submission and change the Bid submission to an INCOMPLETE STATUS (NOT accepted by the Owner) and the Withdrawn Bid can be viewed by the Bidder in their "MY BIDS" section of the Bidding System. The Bidder is solely responsible to:
 - i. make any required adjustments to their Bid; and
 - ii. acknowledge the Addendum/Addenda; and
 - iii. ensure the re-submitted bid is RECEIVED by the Bidding System no later than 3:00:00 p.m. EST (15:00:00 hours) local time, on the Bid closing date.

7. ERRORS AND OMISSIONS

- 7.1 The City shall not be held liable for any errors or omissions in any part of this RFQ.
- 7.2 While the City has used considerable effort to ensure an accurate representation of information in this RFQ, the information contained in the RFQ is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive.
- 7.3 Nothing in the RFQ is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the RFQ.

8. CONFIDENTIALITY

- 8.1 Bidders shall not disclose any Bid Document to any third party without the prior express written consent of the City or as permitted in subsection (8.2) directly below.
- 8.2 Bidders may only disclose the Bid Documents to its employees and consultants and potential subcontractors on a need-to-know basis who have agreed in writing to maintain such in confidence and only use for the limited purposes of helping Bidder consider or prepare a Bid.
- 8.3 Bidders shall not communicate any matters concerning the contents of this RFQ to any member of the public or any news medium, whether the press or radio or television, without the prior consent of the PR.

9. NON-COLLUSION

- 9.1 A Bidder shall not discuss or communicate about the preparation of their Bid with the contractors currently performing the Work or with any other Bidder without the prior consent of the City.
- 9.2 Each Bidder shall ensure that its participation in this RFQ process is conducted without collusion or fraud.

10. ANTI-LOBBYING

Any attempt on the Bidder's part to improperly influence the evaluation and selection process may result in disqualification of the Bidder.

11. EXAMINATION OF SITE

- 11.1 Bidders are required to satisfy themselves by personal visitation and examination of each site for the Work and of the existing conditions which may be encountered on or adjacent to the site, including without limitation, all underground/overhead utilities locations, surface and sub-surface conditions, existing structures on or adjacent to the sites, access routes and other conditions which may affect performance of the Work.
- 11.2 The submission of a Bid shall be deemed proof that the Bidder has satisfied itself as to all the provisions of the Bid Documents and of all the conditions which may be encountered at each Work site, except any condition that may not be reasonably inferred from any geotechnical evidence provided to the Bidders or observable on a proper visual inspection or any other matter which may affect performance of the Work.

12. MANDATORY SITE VISITS (IF APPLICABLE)

Failure to attend a mandatory site meeting shall result in Bid disqualification and/or rejection.

13. BIDDERS COST

13.1 In no event shall City have any liability for costs incurred by Bidder to prepare its Bid.

13.2 For certainty, the City is not liable to pay such costs and expenses or to reimburse or compensate Bidders, or persons connected with the Bidder, under any circumstances, including the rejection of any or all Bids, the cancellation of the RFQ, changes to the RFQ schedule, issuance of Addenda, or the failure to enter into an Agreement with any Bidder.

14. REFERENCES

References (if noted above as required) shall be submitted as part of your Bid using the Bidding System.

15. SUBCONTRACTORS

15.1 Bidders shall ensure that all Subcontractors selected and proposed have experience in the Subcontract Work described and that they shall execute their Work with competence and within the required time frame.

15.2 Bidders shall ensure that all Subcontractors included in a Bid shall be actively engaged in Work of the type described and shall be able to show proof upon request by the Owner of previous Work of similar nature performed by them.

15.3 Bidders shall not show "Own Forces" in their list of Subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.

15.4 Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

15.5 Bidders shall list in their list of Subcontractors, all of the Subcontractors who shall perform work under the Contract.

15.6 No names, either of Subcontractors or "Own Forces" may be changed after submission of the list of the Subcontractors unless prior written approval is received from the Owner. Such approval shall only be considered after receipt by the Owner of a written request for the change by the Bidder or Contractor with a full explanation of the reasons for the requested change with no consequences to Owner.

15.7 The Owner reserves the right to reject a proposed Subcontractor for reasonable cause. Upon such rejection, the Bidder shall be required to propose an alternate Subcontractor without resulting change to the Bid.

16. CONFLICT OF INTEREST

- 16.1 As used in any Bid Document, “**Conflict of Interest**” includes, but is not limited to, any situation or circumstance where: in relation to the procurement 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 (a) having or having access to information in the preparation of its Bid that is confidential to the City and not available to other Bidders; (b) communicating with any person with a view to influencing preferred treatment in the procurement process; or (c) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive Bid process and render that process non-competitive and unfair.
- 16.2 Further, “Conflict of Interest” also includes any situation or circumstance where, in relation to the this RFQ or related Contract, the Bidder’s or Bidder’s agents or subcontractors 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 independent judgment by any personnel of the City; or
 - ii. could or could be seen to compromise, impair or be incompatible with the effective performance of a Bidder’s obligations under the Contract if that Bidder was determined to be a successful Bidder under this RFQ process.

17. BID FORM AND PRICING

- 17.1 The Bid Form available on the Bidding System is to be properly completed and submitted, including the fields available to input unit prices, Bid price, provisional item pricing etc.
- 17.2 All Bid prices submitted shall be in Canadian dollars (CAD) excluding H.S.T.

18. UNBALANCED BIDS

- 18.1 In the event that the City, in its sole discretion, deems a Bid or any component of it (i.e. the Bid Price or the price(s) for any item(s), part(s), section(s) or division(s)) to be unbalanced, the Bid may be deemed to be non-compliant and rejected.
- 18.2 For the purpose of this provision, “unbalanced” means the price submitted, whether it be the Bid Price or a price for an item, part, section or division, does not reflect reasonable, anticipated costs for the required labour, equipment and materials, plus a reasonable proportionate share of the Bidder’s anticipated overhead and profit, or the Bid creates a reasonable doubt that its acceptance will result in the lowest actual cost to the City.

19. PRICE COMPONENTS

- 19.1 Taxes
- i. The Owner is subject to the payment of Provincial sales taxes and Federal taxes (including G.S.T. / H.S.T. excise and customs duties) imposed by the Provincial and Federal Governments.

- ii. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services to be purchased or provided during the term of the Contract, the Bidder and the Owner mutually agree that the Bid Price will be adjusted proportionately to reflect any such variation.
- iii. The onus is on the Bidder to bring to the Owner's attention any such variations and positions published by the Canada Revenue Agency which are relevant to any variances.
- iv. The Bidder shall include in its Bid Price and other prices submitted (e.g. unit costs) any customs, duties and excise taxes. Applicable taxes are extra.

19.2 Transportation and Delivery Charges

- i. Prices submitted by Bidder within the Bid Documents shall be net prices including transportation and delivery charges fully prepaid by the Bidder.
- ii. For certainty, in furtherance of the provisions in (19.1) directly above, G.S.T / H.S.T. or other taxes or duties which would be payable by Bidder on transportation costs shall not be included in the Bid Price or unit costs where the Bidder can receive input tax credits or refunds.

20. SCHEDULE OF ITEMS AND UNIT PRICES

Bidders also understand and accept that any quantities shown provided by Owner within the Bid Documents are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

21. PROVISIONAL ITEMS AND QUANTITIES

- 21.1 Items listed in the RFQ as "*Provisional Items*" may or may not be required for completion of the Work.
- 21.2 If a Contract were awarded, the necessity for and/or actual quantities of these items will be determined by the Owner as the Work progresses.
- 21.3 Should any of these items be required, the Contractor will be compensated on the basis of the unit prices(s) quoted.
- 21.4 In the event that any or all of these items are found not to be required, the Contractor may not claim extra payment for loss of anticipated profits or impact costs in relation thereto.

22. OWNERSHIP OF AND USE OF BID ONCE SUBMITTED

- 22.1 Bids become City property once received.
- 22.2 City may disclose any Bid and other information provided by a Bidder under this RFQ process to the Evaluation Committee, City Council and otherwise in any of the following circumstances:
 - i. as reasonably required to facilitate this RFQ process;

- ii. in accordance with its ordinary business practices; and/or
- iii. as may be required in relation to access to information requests under applicable privacy legislation.

23. AMENDING A BID

23.1 In the event that a Bidder wishes to revise its Bid after it has been submitted, the Bidder must withdraw its Bid, make the necessary changes, and resubmit its Bid, prior to the closing time.

23.2 To withdraw then amend a Bid which has already been submitted:

1. Go to the 'My Bids' page on the Bidding System
2. Click on 'Manage My Submissions' beside the applicable bid opportunity
3. Click on "Edit or Withdraw my Submission"
4. Click on "Edit Submission" (**by clicking the 'Edit Submission' tab you are withdrawing your submission and will not have a registered submission with the City**)

23.3 The Bidder is solely responsible to ensure the re-submitted bid is RECEIVED by the Bidding System no later than 3:00:00 p.m. EST (15:00:00 hours) local time, on the bid closing date.

24. WITHDRAWING A BID

To withdraw a Bid which has been submitted:

1. Go to the 'My Bids' page on the Bidding System
2. Click on 'Manage My Submissions' beside the applicable bid opportunity
3. Click on "Edit or Withdraw my Submission"
4. Click on "Withdraw Submission" (**by clicking the 'Withdraw Submission' tab you are withdrawing your submission and will not have a registered submission with the City**)

25. IRREVOCABILITY

25.1 Unless properly withdrawn, Bids are irrevocable for a sixty (60) Working Day period, starting on the RFQ closing date.

25.2 If for any reason a Contract with a successful Bidder is not executed within sixty (60) Working Days from the Bid closing time, City may (without notice or liability) award that Contract to another Bidder.

26. LATE BIDS

Late Bids will not be accepted.

27. BID CHECKING

27.1 City reserves the right to reject or disqualify a Bid at any time if it notices a non-compliance not detected by the Bidding System.

- 27.2 Where there is an obvious error in the extended price the unit price stipulated shall govern and shall be calculated accordingly with the estimate quantity.
- 27.3 Where there is an obvious calculation error in the addition of individual lump sum prices into a subtotal price, the Owner may make the appropriate mathematical correction to the subtotal price and/or subtotal contract price, as the case may be, so that the calculation is correct.

28. CLARIFICATIONS/CORRECTIONS/INTERVIEWS

City reserves the right to:

- i. seek clarification from Bidders about any aspect of their Bid,
- ii. provide Bidders with an opportunity to correct any deficiencies within a Bid which City considers minor or administrative where the City considers that doing so would be in the best interests of the City,
- iii. meet/interview/attend presentations from a Bidder and consider such when evaluating a Bid and making determinations regarding Contract award.

29. VERIFICATION

The City may, if deemed necessary, verify any information provided in any Bid.

30. ACCURACY

It is clearly understood that if there is any evidence of misleading or false information having been given, the City may, in its sole discretion, disqualify the Bid or terminate any resulting Contract.

31. LITIGATION

31.1 If a Bidder (or its principles, officers or directors) are directly or indirectly involved in a legal dispute with the City:

- i. City may reject the Bidder's Bid;
- ii. City may disqualify Bidder from this procurement process at any time; and
- iii. City further reserves the right to not award a Contract to such a Bidder.

31.2 As used above, "legal dispute" includes any unresolved dispute between the City and any other party (or related party) adverse in interest (including third party and cross-claims) where: (1) a legal proceeding has been commenced for an injunction, a mandatory order, a declaration, the recovery of money, or payment of damages or other amounts; or, (2) a threat of legal action has been made in writing.

32. APPROVALS

32.1 Bidders acknowledge that Contract award may be subject to the City securing budget approval, certain permits, authorizations, licenses, easements, land lease agreements, cost sharing agreements and/or other third party or City Council approvals and arrangements ("**Approval(s)**").

- 32.2 In the event, and to the extent, any such Approval(s) is/are not obtained in order to permit Contract award or commencement/continuation of the Work, the Owner reserves the right to:
- i. not award a Contract and cancel this RFQ;
 - ii. award a Contract in whole or in part, subject the right of the Owner to cancel all or part of the Contract at any time after award in the event any required Approval(s) cannot be obtained or maintained; and/or
 - iii. delay the consideration of the award of the Contract until such time as the required Approvals have been obtained.

33. FREEDOM OF INFORMATION

- 33.1 In accordance with the *Municipal Freedom of Information and Protection of Privacy Act* (“MFIPPA”), any personal information Bidders provide in submitting a Bid is collected under the authority of the Municipal Act (Ontario) and will be used exclusively in the Bid review process.
- 33.2 All Bids and associated documentation submitted become the property of the Owner upon receipt.
- 33.3 Pursuant to MFIPPA, the Owner may be required to disclose any such information in response to an access request.
- 33.4 To assist Owner in responding to an access request, Bidders are advised to identify in their Bids any specific scientific, technical, commercial, proprietary, or similar confidential information, and explain why the disclosure of such information would cause them harm.
- 33.5 Complete Bids are not to be identified as confidential.

34. UNOFFICIAL TENDER RESULTS

- 34.1 Unofficial tender results may be available after 3:30:00 p.m. EST on the bid closing date on the Bidding System website.
- 34.2 All Bids received are unofficial until they have been reviewed by the City for compliance; therefore, the lowest Bid listed on the Bidding System website may not be the lowest Responsive Bid for the purpose of awarding a Contract.

35. NOTIFICATION OF AWARD, EXECUTION OF AGREEMENT AND PROVISION OF REQUIRED DOCUMENTATION

The award of the Contract is subject to the receipt of sufficient funding and appropriate staff and Council approvals.

- 35.1 An offer to enter into a Contract will be made in writing and only in writing - successful Bidder(s), if any, will be notified by Owner in writing via a “Notification of Award”.
- 35.2 The successful Bidder(s), if any, in the presence of the Director of Procurement Services or designate, must sign in triplicate (3), the Agreement, within Seven (7) Working Days of the date on the Notification of Award, or longer period allowed by the Director.

- 35.3 There shall not be a binding Contract for the Work unless and until the City and the successful Bidder have executed the Agreement.
- 35.4 Further, the following documents shall be submitted by a successful Bidder prior to or at the time of signing the Agreement:
- i. a completed and signed and otherwise valid City Standard Certificate of Insurance;
 - ii. a current copy of its Workplace Safety and Insurance Certificate of Clearance.
- 35.5 Further, Contractors who have independent Operator Status under the Worker's Safety Insurance Board Act shall submit a complete Independent Operator Status Questionnaire upon being awarded the Contract.
- 35.6 Should a successful Bidder either: attempt to withdraw their Bid, or fail to or refuse to execute the Agreement and/or provide required documentation within the stated deadlines:
- i. Owner may award the Contract to the next lowest Responsive Bidder;
 - ii. the defaulting successful Bidder shall be liable for the difference between its Bid Price and the Bid Price of the next Responsive Bidder, and any other damages and expenses and losses Owner may incur as a result of such breach by successful Bidder; and
 - iii. the defaulting successful Bidder may (at Owner's discretion) be barred from bidding on future Requests for Quotes.
- 35.7 The Owner may grant additional time to fulfill the necessary requirements, if in the opinion of the Owner, the extension does not compromise the interests of the Owner.

36. COMMENCEMENT OF WORK

Work shall only commence once contractual arrangements are secured and signed between Owner and successful Bidder and shall proceed in accordance with contractual project/Work schedules.

37. DISQUALIFYING EVENTS

37.1 City shall:

- i. disqualify, or not award an Agreement, to any Bidder who has a Conflict of Interest (as determined by the City in its sole discretion);
- ii. disqualify a Bidder who submits a Bid containing material misrepresentations or any other materially inaccurate or misleading information or who has engaged in illegal bid rigging or other prohibited conduct (all as determined by the City in its sole discretion);
- iii. disqualify a Bid which does not include a valid digital Bid Bond and/or Agreement to Bond, a scanned copy of a paper bond is not an acceptable digital bond;
- iv. disqualify a Bidder who submits conditions, options, variations or contingent statements to the terms set out in the RFQ including the Bid Form and City

Standard Agreement (where applicable), either as part of its Bid or after receiving notice of award, will be disqualified.

- v. disqualify a Bidder who failed to meet the requirements as outlined in Document 3 Specifications, Section 5 Bidder Qualification.

37.2 City may:

- i. in its sole discretion, reject or disqualify any Bid pursuant to the 'Litigation' clause above;
- ii. request that a Bidder submit a recent copy of its NEER or CAD-7 Statement regarding Safety Performance and disqualify the Bidder if it fails to provide before the deadline stated in the request;
- iii. disqualify a Bid if the Bidder does not (at time of Bid submission) have appropriate licenses, consents or approvals to perform the Work and is not likely to obtain such in a timely manner (as determined by the City in its sole discretion);
- iv. disqualify a Bidder who is the subject of legal proceedings by the City in respect of the City's Property Standards or Zoning By-laws;
- v. disqualify a Bidder from progressing through the procurement process where past or present conduct of the Bidder or of any partner (in the case of a partnership) or of any director, shareholder or officer of the Bidder affords City reasonable grounds to believe that such Bidder will not carry on or has not carried on his or her business or other activity with integrity or honesty or in a manner that may otherwise be adverse to the public interest (as determined by the City in its sole discretion), and
- vi. disqualify or not award a contract to a Bidder of who has contravened the provisions in the section above entitled "Blackout Period".

38. ADDITIONAL RESERVATION OF RIGHTS

38.1 To the extent permitted by law, and without limiting and notwithstanding any other provisions above, City reserves the right at any time in its sole discretion to:

- i. cancel this RFQ at any time;
- ii. invalidate this RFQ and issue a replacement RFQ for the same or similar Work or portion thereof;
- iii. cancel this RFQ if any required approvals (e.g. from Council or regulatory authorities or government bodies) are not obtained or maintained;
- iv. cancel this RFQ if all Bid Prices exceed the City's allocated or estimated budget for the Work;
- v. alter the RFQ schedule, bid call process or procedures or objectives, or any other aspect of this RFQ;
- vi. amend this RFQ by posting Addendums at any time;
- vii. accept or reject all or part of any Bid;

- viii. seek clarification from a Bidder on any portion of the subject Bid;
- ix. accept or not award a Contract to a Bidder who has submitted an unbalanced bid or whose bid contains price irregularities;
- x. waive any compliance irregularities or informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies or any other forms of non-compliance with the Bid Documents in relation to any Bid if doing so would be in the best interest of the City as determined by the City's Director of Procurement Services in consultation with Legal Counsel and relevant staff;
- xi. contact and consider references as a part of the evaluation process;
- xii. not award the Contract to any Bidder who does not (if requested by City) furnish evidence, satisfactory to the City, that it has experience in performing the type of Work proposed and that it has sufficient capital and equipment to enable it to successfully complete the Work in a timely manner;
- xiii. award a Contract to any Responsive Bidder;
- xiv. not award any Contract to any Responsive Bidder, even if only one Responsive Bid was received;
- xv. not select the lowest Bidder for Contract award (1) even if it is the only Bid received or (2) if selecting another Bid would be in the best interests of the City, as determined by the City in its sole discretion;
- xvi. award a Contract in its entirety or in part, to one or more Bidders;
- xvii. in the event that the Bid price submitted by lowest Responsive Bidder exceeds the Owner's budget for all of the Work, the Owner reserves the right to (where in the opinion of the Owner it is possible to do so) award part of the Work to that Bidder; and
- xviii. not award a Contract to a Bidder which Owner, acting reasonably, feels will not be able to meet Work specifications and performance standards and/or would be unduly hard to manage from a contract management/administration perspective.

all notwithstanding any custom of the trade to the contrary or anything contained in the Bid Documents

Further, Owner reserves the right to consider the following during the evaluation of Bids and when making determinations regarding Contract award:

- Bid Price;
- information provided in/with the Bid itself;
- feedback from Bidder's references;
- information received in response to enquiries made by the Owner of third parties in relation to the reputation, reliability, experience, financial stability, credit / credit rating, technical proficiency and capabilities of the Bidder;
- the manner in which the Bidder and its key personnel provide(d) services to the City and others;

- the experience and qualification of the Bidder's senior management, project management and/or other employees who would be engaged to perform the Work;
- innovative approaches proposed by the Bidder in the Bid where requested in the Quote;
- Bidder's safety records;
- qualifications and experience and service record of any subcontractors proposed to be engaged by Bidder;
- equipment proposed by Bidder to perform the Work;
- advice and opinion of Owner's consultant's and/or agents;
- Bidder past and current performance working with Owner's consultants and/or agents;
- Bidder's (and/or its employees who would be involved in performing the Work) prior and current experience performing services for City;
- lead times; and
- completion history (including extended completion dates);

all notwithstanding any custom of the trade to the contrary or anything contained in the Bid Documents.

39. APPLICABLE LAWS, ATTORNMENT

39.1 This RFQ shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and applicable City By-Laws and Policies.

39.2 The Bidder agrees that,

- i. any action or proceeding relating to this RFQ process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Bidder irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- ii. it irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFQ Process on any jurisdictional basis, including forum non conveniens; and
- iii. it shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this section.

40. LIMITATION OF LIABILITY

WITH RESPECT TO:

- OWNER EXERCISING ITS RIGHTS AND PRIVILEGES AS OUTLINED IN THIS RFQ;
- OWNER'S FAILURE TO ACCEPT OR REJECT THE BID SUBMITTED BY THE BIDDER;

- THE ACCEPTANCE OR REJECTION OF ANY BID;
- THE MANNER IN WHICH THIS RFQ PROCESS WAS CONDUCTED;
- CITY’S AWARD OF OR FAILURE TO AWARD A CONTRACT;
- ACTS AND/OR OMISSIONS OF CITY OR ITS COUNCILLORS OR CONSULTANTS RELATED TO THIS RFQ PROCESS; AND/OR
- ANY MATTER ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THE ISSUANCE OF THIS RFQ, EVALUATION OF BIDS OR COMPLIANCY DETERMINATIONS OR OTHER OWNER DECISIONS

(COLLECTIVELY THE “RFQ MATTERS”)

- I. BIDDER ABSOLUTELY WAIVES AND RELEASES ANY RIGHT, OR CAUSE OF ACTION AGAINST THE OWNER AND ITS CONSULTANTS, COUNCILLORS AND EMPLOYEES WHETHER SUCH RIGHT OR CAUSE OF ACTION ARISES IN CONTRACT, NEGLIGENCE, OR OTHERWISE, INCLUDING WITHOUT LIMITATION CLAIMS FOR LOSS OF REVENUE, PROFIT, OR BUSINESS OPPORTUNITY.

AND

- II. BIDDER ACKNOWLEDGES AND AGREES THAT IT WILL NOT HAVE OR INITIATE ANY CLAIMS AGAINST THE CITY OR ITS AGENTS, MAYOR AND COUNCILLORS, INCLUDING CLAIMS FOR INCIDENTAL, EXEMPLARY, SPECIAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, OR BUSINESS OPPORTUNITY, EVEN IF IT HAD ADVISED THE CITY OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY

HOWEVER, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY COMMITTED A MATERIAL BREACH OF THIS RFQ (THAT IS, A MATERIAL BREACH OF ‘CONTRACT A’) THE CITY’S LIABILITY TO THE BIDDER AND THE AGGREGATE AMOUNT OF DAMAGES RECOVERABLE AGAINST THE CITY OR ITS AGENTS, MAYOR AND COUNCILLORS FOR ANY MATTER RELATING TO OR ARISING FROM THAT MATERIAL BREACH, WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE, INCLUDING ANY ACTION OR CLAIM ARISING FROM THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF THE CITY OR ITS AGENTS, MAYOR AND COUNCILLORS, SHALL BE THE BID PREPARATION COSTS (TO A MAXIMUM OF \$10,000) THAT THE BIDDER SEEKING DAMAGES FROM THE CITY OR ITS AGENTS, MAYOR AND COUNCILLORS CAN DEMONSTRATE.

FURTHER, IN NO EVENT SHALL THE CITY AND ITS AGENTS, MAYOR AND COUNCILLORS BE LIABLE TO BIDDER OR CONTRACTOR FOR:

- A. ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS AND LOST BUSINESS) EVEN IF THEY HAVE BEEN ADVISED OR IS AWARE OF THE POSSIBILITY; OR

- B. ACTS OR OMISSIONS OF CITY CONSULTANTS, ENGINEERS, ARCHITECTS, AGENTS OR OTHER THIRD PARTIES.

BY SUBMITTING A BID BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SHOULD A COURT OF COMPETENT JURISDICTION DETERMINE THAT ANY OF THE LIMITATIONS ABOVE ARE NOT ENFORCEABLE , THE LIMIT OF THE OWNER'S LIABILITY AND THE LIABILITY OF ITS CONSULTANTS AND COUNCIL AND EMPLOYEES TO THE BIDDER FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATED TO THIS RFQ OR THE RFQ MATTERS WHETHER BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, INTENDED CONDUCT OR OTHERWISE INCLUDING ANY ACTION OR CLAIM ARISING FROM THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF THE CITY OR ITS AGENTS, MAYOR AND COUNCILLORS SHALL BE THE LESSER OF: THE DEMONSTRABLE COST TO THE BIDDER OF PREPARING ITS BID, AND \$25,000.00.

41. INTERPRETATION OF RFQ

In the event of any disagreement between the City and the Bidder regarding the interpretation of or compliance with the provisions of the RFQ, the City Solicitor or an individual acting in that capacity shall make the final determination unless the City's Corporate Procurement Policy requires that a Bid Review Committee be formed to make the final determination.

42. BIDDER'S STATEMENT OF UNDERSTANDING

- 42.1 It is understood that the Bidders have carefully examined and understand all of provisions in the Bid Documents and have carefully considered the Work to be performed under the Contract if awarded.
- 42.2 The Bidder also confirms that, for the Bid Price, Bidders offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and any other materials to complete the Work in strict accordance with the Contract (if awarded).
- 42.3 By Submitting a Bid, Bidder confirms that it has had, or has had the opportunity to obtain, independent legal advice in connection with Bidder's RFQ review and Bid preparation, and has read tis RFQ in its entirety, understands its contents and is submitting its Bid freely and voluntarily (without duress or undue influence from any party) with full capacity and authority to do so.

END OF DOCUMENT 1

1. SET-OFF

The Contractor hereby agrees that any monies owing by the Owner to the Contractor may at any time be set-off against monies owing to the Owner by the Contractor.

2. RIGHT TO AUDIT AND RETENTION OF RECORDS

2.1 At any time during business hours and as often as the Owner may deem necessary, there shall be made available to the Owner for examination the Contractors records with respect to the Work and its applicable bid therefore.

2.2 Contractor shall permit the Owner to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of data relating to the Work and its applicable bid therefore.

2.3 Contractor shall maintain and retain all records and other documents related to the Work and its applicable bid therefore for a period of three (3) years from the date of final payment (or longer as required by law), except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the Owner.

3. CANCELLATION

3.1 In the event Owner is unable to obtain or maintain required Approval(s), it may cancel all or any portion of the Contract with written notice, without any liability except for paying for Work properly performed up to the date of Contract termination/expiration.

3.2 The Contract may be cancelled by the Owner upon non-performance of the Contract terms; however, in doing so, the Owner does not waive its right to rely upon any obligations or commitments agreed to by the Contractor as part of its Bid documentation, including without limiting the generality of the foregoing, liability for the difference between its Bid and next acceptable contractor's Bid submission.

3.3 Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Owner. This action shall not prevent the Owner from taking early payment discounts otherwise applicable.

3.4 If the Work is incomplete the Owner reserves the right to draw from the Contract Security to complete the said Work to the Owner's specifications.

3.5 Disqualification - The Owner reserves the right to remove from future eligibility to submit bids to the Owner any contractor which is in breach of its contractual obligations to Owner.

4. EVALUATION OF PERFORMANCE

4.1 During and/or upon completion of the Contract, the Owner may complete evaluation(s) of the Contractors' performance.

4.2 A copy of evaluation(s) may be given to the Contractor.

4.3 The evaluation shall be placed on file with the Owner and may be considered by Owner when making future decisions regarding Contract extensions and renewals, contract award and procurement-related decisions.

- 4.4 This information may be made available to persons requesting Owner references for the Contract and also may be reviewed and may form part of the Owner's criteria when awarding future contracts.
- 4.5 By agreeing to undertake the Work, the Contractor hereby authorizes the maintenance and release of this information.

5. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

- 5.1 The Contractor shall submit to the Owner, at the following times:
 - i. Between Notification of Award and Agreement signing
 - ii. Prior to the issuance of the Contractor's last payment of each year
 - iii. Prior to issue of the Certificate of Substantial Performance
 - iv. Prior to the expiration of the Warranty Period
 - v. at any other time when requested by City (acting reasonably) to do so

a statement from the Workers' Safety Insurance Board ("Clearance Certificate") that all of the assessments the Contractor or any sub-Contractor is liable to pay under the Workplace Safety and Insurance Board Act ("WSIB Act") or successor legislation have been paid.

- 5.2 A Clearance Certificate shall be resubmitted as necessary to ensure that the City has a current Clearance Certificate on file for the duration of this Contract, including maintenance period.
- 5.3 A copy, fax or scan of the Clearance Certificate shall only be acceptable if it is clear, readable, legible including the effective date and authorized signature in the stamp portion on the right hand side of the form. Otherwise, an original certificate shall be submitted.
- 5.4 Payments will not be issued to the Contractor for any work performed on this Contract unless a Workplace Safety & Insurance Board Clearance Certificate is current and indicates that the Contractors account with the Board is in good standing.
- 5.5 The Contractor shall not conduct any work with the City (construction or maintenance related), unless they are holding a current W.S.I.B. clearance certificate.
- 5.6 Contractors who have independent Operator Status under the WSIB Act shall submit a complete Independent Operator Status Questionnaire upon being awarded the Contract.

6. PAYMENT OF WORKERS

- 6.1 The Contractor shall pay or cause to be paid to every worker employed in the execution of the Contract, wages at not less than the following rates:
 - i. For workers employed in the execution of the Contract, who are in contractual relationship with a union, the minimum rate of wages shall be the union rate of wages in the particular district or locality in which the work is undertaken;

or

- ii. For workers employed in the execution of the Contract, who are not in contractual relationship with a union, the minimum rate of wages shall adhere to the Ontario Ministry of Labour's (Labour Standards Branch) Fair Wage Schedules, in the particular district or locality in which the work is undertaken. Revisions made to the schedule during the course of the Contract shall apply from the effective date of such revisions and all additional resultant costs shall be borne by the Contractor.

7. EXAMINATION OF SITE

- 7.1 No claims may be made by Contractor based on the assertion by Contractor that it was uninformed as to any of the conditions affecting the site or the provisions or conditions intended to be covered by the Contract (claims for additional costs will be considered by the Owner, if the Owner has identified incorrectly the location of utilities).
- 7.2 Contractor shall accept sole responsibility for any error or neglect on his part in respect to the foregoing.
- 7.3 No after claim will be allowed or entertained for any labour, equipment or material that may be required for the proper execution and completion of the Work, due to Contractor's failure to abide by applicable laws or the Examination of Site provisions within any Bid or Contract Documents.

8. LAWS AND REGULATIONS AND HEADINGS

- 8.1 The Contractor shall comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this Contract, and all rules and requirements of the police and fire departments, or other governmental authorities, if required.
- 8.2 The Contractor shall obtain and pay for all necessary permits and licenses (unless otherwise agreed by the Parties in writing) and shall not do or suffer to be done anything in violation of any such laws, ordinances, rules or requirements.
- 8.3 If the attention of the Contractor is called to any such violation on its part, or of any person employed or engaged by the Contractor, they shall immediately desist from and correct such violation.
- 8.4 References in the Contract Documents to legislation means the legislation as it may be amended or replaced or superceded from time-to-time.
- 8.5 The division of the Contract Documents into articles, sections, subsections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Document. The articles, section, subsection and schedule headings in a Contract Document are not intended to be full or precise descriptions of the text to which they refer and should not be considered part of the Contract Document.

9. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

- 9.1 Ontario's first accessibility standard, Ontario Regulation 429/07, "Accessibility Standards for Customer Service", came into effect on January 1, 2008.
- 9.2 The standard states what businesses and other organizations in Ontario, including The Corporation of the City of Vaughan must do to make the provision of their goods and

services more accessible to people with disabilities. You can review Ontario Regulation 429/07 at www.e-laws.gov.on.ca.

- 9.3 Pursuant to the requirements of Ontario Regulation 429/07, all employees, agents, volunteers and others who deal with members of the public or other third parties on the City's behalf or who participate in developing the City's policies, practices and procedures governing the provision of goods and services to members of the public or other third parties must receive training about the provision of goods and services to persons with disabilities. This training must include a review of the purposes of the Act and the requirements of Ontario Regulation 429/07 as well as instruction about the following:
- i. How to interact and communicate with persons with various types of disability;
 - ii. How to interact with persons with disabilities who use an assistive device or
 - iii. require the assistance of a guide dog or other service animal or the assistance of a support person;
 - iv. How to use equipment or devices available on the City's premises or otherwise provided by the City that may help with the provision of goods or services to a person with a disability; and
 - v. What to do if a person with a particular type of disability is having difficulty accessing the City's goods or services.

10. OCCUPATIONAL HEALTH AND SAFETY

- 10.1 The following requirements and conditions shall be adhered to by Contractor and subcontractors:
- i. Contractors acknowledge that they have regularly read and understood the Occupational Health and Safety Act R.S.O. 1990, C. 0.1 ("OHSA") and regulations, made under that statute;
 - ii. the Contractor shall comply with all health and safety requirements established by the OHSA and its Regulations;
 - iii. the Contractor shall participate in a pre-construction meeting to verify expectations in the area of health and safety before the start of any Work;
 - iv. the Contractor shall allow access to the Work site on demand to representatives of the Owner provided that they are in full compliance of OHSA and its Regulations;
 - v. the Owner will take all action necessary to support the Contractor's health and safety efforts and to ensure that the Owner-owned and controlled environments in the vicinity of the project are free from hazards;
 - vi. the Contractor shall ensure that all Work locations are properly accessible by emergency service vehicles (e.g. police, ambulance, fire) throughout the duration of the Contract;
 - vii. the Contractor acknowledges and agrees that any breach or breaches of health and safety requirements, whether by the Contractor or any of its subcontractors can be considered a breach of Contract;

- viii. the Contractor acknowledges and agrees that any damages or fines that may be assessed against the Owner by reason of a breach or breaches of OHSA by the Contractor or any of its subcontractors will entitle the Owner to set-off the damages so assessed against any monies that the Owner may from time to time owe the Contractor under the Contract or any other contract whatsoever;
- ix. the Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agent(s) and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) 2015 as defined under OHSA and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required Work, all prior to the performance of said Work;
- x. the Contractor shall ensure that the requirements of the OHSA and associated regulations are complied with where hazardous materials, physical agents and/or designated substances are used in the performance of the required Work and ensure all employees are given required training and support;
- xi. the Contractor shall have a clearly defined Safety Plan/Rescue Plan for its workers involved in hazardous activities. This Plan shall include, but not be limited to, procedures for entering a confined space on the Work site;
- xii. the Contractor agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the Owner; and
- xiii. By executing this Contract, the Contractor unequivocally acknowledges that they are the "Constructor" within the meaning of The Occupational Health & Safety Act and Regulations for Construction projects.

11. SAFETY STANDARDS

- 11.1 It is the responsibility of the Contractor to work in a safe and orderly manner so as not to constitute any safety hazards. The following standards are some of the standards which must be complied with by the Contractor and any subcontractors when performing the Work:
- i. the Contractor will be responsible for the placement of appropriate physical barriers between the work area, public and staff occupied areas;
 - ii. the Contractor shall control and maintain pedestrian and vehicular traffic as required and in accordance with current Traffic Control Manuals;
 - iii. when operating equipment in a School Zone or Playground appropriate physical barriers and personnel shall be in place to ensure the safety of the public;
 - iv. no loose clothing shall be worn in the vicinity of moving or rotating equipment;
 - v. the Contractor shall not operate or tamper with Owner's equipment unless given express permission to do so;
 - vi. good housekeeping standards are to be maintained in the work areas, debris and material are not to be allowed to accumulate;

- vii. keep extension cords and hoses off the floor and out of traffic aisles and highlight any tripping, slipping, or bump hazards by using cones, hazard tape or other means appropriate to the situation;
- viii. the Contractor shall have and use a "Lock, Tag and Try" procedure that, as a minimum, meets the requirements of the Regulations made under OSHA;
- ix. the Contractor is responsible for ensuring that all reasonable precautions for the protection and safety of workers in addition to those listed above are maintained;
- x. the Contractor shall provide written notice to the Owner in advance of the need to close any exit or emergency exit, electrical system etc. that may affect a potential evacuation of an Owner's workplace or facility; and
- xi. the Contractor and the Owner shall communicate through a designated channel/liaison person at all times to avoid any confusion or misunderstanding.

12. NON-WAIVER

- 12.1 No condoning, excusing or overlooking by the Owner of any default, breach or non-observance by the Contractor at any time or times in respect of any contractual provision shall operate as a waiver of the Owner's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Owner herein in respect of any such continuing or subsequent default or breach.
- 12.2 No waiver shall be inferred from or implied by anything done or omitted by the Owner save only for an express waiver in writing.
- 12.3 Any work completed by the Owner required by this agreement to be done by the Contractor, after reasonable notice, shall not relieve the Contractor of its obligations to do that work or to reimburse the Owner for its actual cost to the Owner of having done it, including an allowance for normal overheads.

13. NON-ASSIGNMENT

Neither the Contract nor any work to be performed under the Contract or any part hereof may be assigned by the Contractor without the prior written consent of the Owner. Such written consent however shall not under any circumstances relieve the Contractor of its liabilities and obligations under the Contract and the granting of such consent shall be within the sole and unfettered discretion of the Owner.

14. CONTRACT PAYMENTS

- 14.1 Monthly statements of progress payment are to be prepared by the Owner's representative based on the estimated or measured quantities of each item of Work performed during the previous monthly payment period and agreed upon by the Contractor.
- 14.2 The Contractor shall, upon request by the Owner's representative, attend on site to measure and agree upon the quantities of the Work performed. Should the Contractor fail to meet the request within two (2) weeks time, the Owner's representative shall measure the quantities of the completed Work in the absence of the Contractor and those quantities shall be deemed to be accepted and agreed by the Contractor as the quantities of Work performed by the Contractor for that part of the Contract.

15. ENVIRONMENTAL CONSIDERATIONS

The Contractor shall comply with all environmental legislation and restrictions in force until completion of the Work. If such restrictions change after Contract signing, any resulting increase in cost shall be borne by the Owner.

16. AGREEMENTS IN WRITING

16.1 In all cases of misunderstanding and disputes, verbal arrangements will not be considered.

16.2 The Contractor must produce written authority in support of its contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the Owner or in prosecuting any claim against the Owner.

17. EMERGENCY RESPONSE AND TELEPHONE NUMBER

17.1 The Contractor's representatives will be called to rectify any emergency situations that arise after hours.

17.2 If the Contractor's representatives cannot be reached, City and/or Region crews will be called out to rectify the situation, and the cost of the work will be deducted from the Contractor's payment certificates.

17.3 It is the Contractor's responsibility to provide the City with the required contact information. Any revisions in the information must be forwarded in writing as soon as possible.

18. MEETINGS

18.1 The Contractor's representative(s), as requested by the Owner, shall attend all meetings required prior to and or during the project. This shall include all pre- construction and regular project meetings and emergency meetings.

18.2 Prior to commencement of Work, the Contractor shall attend a pre-construction meeting with the Owner's representatives to establish site protocols, emergency contacts etc. The Contractor shall prepare and submit at the pre-construction meeting, a detailed construction schedule in the form of a Gantt Chart showing the tasks/activities start and completion dates, milestones and critical activities to meet the specified Completion Date. Such schedule shall be reviewed by the Owner's representative and, when accepted, shall form the baseline for monthly tracking of the Work progress.

The Contractor's representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings.

19. HOURS OF WORK

19.1 The hours of work shall be adhered to by the Contractor, and shall be 0700 hours (7:00 a.m. EST) to 1900 hours (7:00 p.m. EST).

19.2 The Contractor shall not carry on its Work under the Contract on a day other than a Working Day, without permission in writing from the Owner, except in case of emergency

whereby retrospective approval is required. The Contractor acknowledges that its Bid has been based on this normal working day and hour's requirements.

19.3 Should the Contractor wish to carry on its operations on a day other than a Working Day, that is a holiday or outside the regular hours of work, on which the Owner's employees are not required to work, written application for approval shall be made at least forty eight hours (48 hrs) in advance of such event. Such permission may or may not be granted at the discretion of the Owner and no claim for extension of time may be made should permission not be granted. If the Contractor is granted permission by the Owner under this section to perform Work during a day other than a normal working day or outside the regular hours of work, the Owner may recover from the Contractor, all cost incurred with the granting of the request, including but not limited to the overtime payment of Owner's inspection staff.

19.4 The Contractor may be required to work outside the regular hours of work or Working Day to expedite and/or complete activities in order to preserve and maintain traffic flow on any road and/or to maintain services to the residents and businesses. Such Work, when directed by the Owner, shall be performed by the Contractor, at no additional cost to the Owner.

20. CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for all damages, losses, or expenses caused by it, its employees, agents, sub-Contractors, any persons employed by it, or under its control: (1) arising from the execution of the Work; (2) by reason of the existence, location, condition of any materials, plant or machinery used thereon or therein; or (3) which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract. The Contractor agrees to indemnify and hold the Owner harmless from any such damages, losses, or expenses, administrative costs and claims by third parties, including any legal costs incurred by the Owner in connection therewith on a full indemnity basis.

21. ALTERATIONS AND AMENDMENTS

21.1 Owner shall have the right at any time to order changes in the Work in accordance with the provisions in the Contract. Any such change shall be made pursuant to a Contract Change Order Form executed by Contractor and Owner prior to Contractor undertaking work pursuant to this Change Order.

21.2 Except as stated in the Contract Change Order, the Work shall remain unaltered and the rights and obligations of the Parties shall remain unaltered and in full force and effect.

21.3 Each Contract Change Order shall set out the change in Work.

21.4 Each Contract Change Order, unless otherwise specified, shall be deemed to incorporate the terms and conditions of the Contract and shall be deemed to be part thereof.

22. INSPECTION AND TESTING

22.1 Quality assurance and quality control inspections and/or testing of the Work may be carried out by the Owner or the Owner's consultant to determine whether or not they meet Contractual requirements.

- 22.2 Any testing/inspection undertaken by the Owner on the Work performed by the Contractor, unless specified otherwise, are for the sole purpose of the Owner, and the Owner has no obligations to provide the testing/inspection results to the Contractor. The Contractor may choose to undertake their own testing independently to satisfy themselves.
- 22.3 Any material or workmanship which fails in any way to meet Contractual requirements is subject to rejection or at the discretion of the Owner, to be purchased on an adjusted price basis. The decision of the Owner shall be final.
- 22.4 The Owner reserves the right to recover all cost from the Contractor associated with the inspection or testing of any Work that does not meet the Owner's specification. Should the owner decide to exercise this option, the cost can be deducted from any monies due to the Contractor.
- 22.5 The Contractor shall give minimum 48 hours notice to schedule any operation that will require either inspection, testing or measurements by the Owner.

23. DISPUTE RESOLUTION

- 23.1 In the event of a dispute between the Contractor and the Owner concerning any aspect of the Contract which cannot be resolved by the operational representatives of the parties in a timely manner, the following provisions apply unless dispute resolution is covered in an 'Industry Document' (e.g. CCDC or OPSS) which forms part of the Contract:
- 23.2 As soon as either party gives written notice of a dispute to the other party then the Contractor's project manager and the Owner's project manager, or their authorized representatives, shall meet within 8 days and attempt to negotiate a resolution.
- 23.3 If this meeting does not resolve the dispute then the parties shall, within a further 8 days have a further meeting of the CEO of the Contractor (or functional equivalent) and the responsible Commissioner for the Owner.
- 23.4 If the dispute is still not resolved at the meeting then the parties will jointly select a mediator from the roster of mediators at the ADR Institute of Ontario Inc. (known as the ADR Institute) to mediate the dispute and they will then have a further meeting to mediate the dispute within 15 days from the failure of the CEO level meeting to resolve matters.
- 23.5 If the parties cannot themselves agree on a mediator, one will be appointed by ADR Institute from its roster of mediators.
- 23.6 If mediation does not resolve the dispute then the parties agree that:
- i. for a dispute where under \$150,000.00 is at issue they will jointly select an arbitrator, and where the parties do not agree on the choice within 10 days, then the ADR Institute shall appoint a single arbitrator from its roster. In either event the arbitration will be conducted within a total of 45 days from the failure of the mediation to resolve the dispute and the provisions of the *Arbitration Act, 1991* will apply to the arbitration. The decision of the Arbitrator is to be released within 30 days of the conduct of the arbitration. The parties shall share payment of the fees and disbursements of the arbitrator equally.
 - ii. for a dispute involving \$150,000.00 or more then, if each agrees to proceed by arbitration, the parties shall either: (a) jointly select a single arbitrator or (b) if they cannot agree on a single arbitrator then each shall, within 10 days, select an

arbitrator and these nominees shall, within a further 5 days, jointly select a third arbitrator to Chair a panel of three arbitrators. The arbitration shall be conducted pursuant to the *Arbitration Act, 1991* and held within 90 days from the failure of the mediation to resolve the dispute or within such further reasonable time as is allowed by the arbitrator(s), on motion. The decision of the arbitrator(s) is to be released within 30 days of the conduct of the arbitration. The parties shall share payment of the fees and disbursements of the arbitrator(s) equally.

- 23.7 If one party does not co-operate or participate in either the negotiation phase or the mediation phase, then, after giving 7 days written notice to them of the default in co-operation, the other party is then free, if the amount in dispute is less than \$150,000.00, to proceed to the arbitration stage before a single arbitrator, selected by the ADR Institute. The resulting arbitration may be held without the opposite party being present, if they choose not to participate in it, and the decision of the arbitrator shall be as fully final, valid and binding on the parties as if the opposite party had been fully participating in it.
- 23.8 Any party is free to waive any of the above dispute resolution steps that take place prior to arbitration, by filing with the other party a written election to waive that particular step or to proceed right to the stage of arbitration, for amounts in dispute under \$150,000.00, or proceed right to the stage of arbitration (if on consent) or court action, for amounts in dispute of \$150,000.00 or more.
- 23.9 Regardless of the provisions of section 45 of the Arbitration Act, 1991, where the amount in dispute is under \$150,000.00, there shall be no appeal whatever, even on a question of law, from the decision of the arbitrator in any arbitration conducted under this dispute resolution regime.
- 23.10 If either party does not agree to arbitrate a dispute over \$150,000.00 then the parties shall be free to commence whatever court action they wish in order to resolve the dispute.
- 23.11 Nothing in this section shall apply to prevent a party from seeking and obtaining injunctive relief or equitable relief.

24. GENERAL INDEMNITY

- 24.1 The Contractor shall indemnify, hold harmless and defend the City and their respective directors, officers, council members, partners, agents and employees from and against all claims, demands, losses, costs (including all legal costs), damages, actions, suits or proceedings that arise directly or indirectly out of, or are attributable to, the Contractor's performance of, or failure to perform, the Contract or out of the condition of the Work, the Place of the Work, adjoining lands or highways used in connection with the performance of the Work, including any act or omission of the Contractor or its agents, any Subcontractors, employees, workers or other persons for whom the Contractor is in law responsible.
- 24.2 This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal or quasi-criminal prosecutions against the City resulting from the actions of the Contractor.
- 24.3 As used in the Contract Documents:
- i. **"Place of Work"** and **"place of work"** means the designated site or location where the Work will be performed / construction will take place;

and

- ii. A “**Subcontractor**” (and “**subcontractor**” and “**Sub-contractor**” and “**sub-contractor**”) is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and neuter in gender.

25. INSURANCE (POLICIES/COVERAGE REQUIREMENTS)

25.1 Without restricting Contractor’s indemnification and claims handling obligations, the Contractor shall obtain, maintain, pay the premium(s) and any deductibles and provide evidence of insurance coverage listed in this section unless otherwise stipulated.

25.2 Commercial General Liability Insurance:

- i. Commercial General Liability (CGL) insurance shall include as an Additional Insured, the City, with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily and personal injury, death, and damage to property including loss of use thereof.
- ii. Should this policy contain a General Aggregate, the minimum acceptable General Aggregate shall be \$5,000,000.00.
- iii. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (24 months), Owner’s & Contractor’s Protective and a Standard Non-Owned Automobile endorsement including standard contractual liability coverage
- iv. The City shall accept in place of the above mentioned insurance coverage, limits of \$1,000,000.00 or \$2,000,000.00 inclusive per occurrence in primary CGL insurance and \$4,000,000.00 or \$3,000,000.00 in Excess Liability or Umbrella Liability insurance with aggregates for each policy to provide the minimum coverages and limits as noted above.

25.3 Automobile Liability Insurance:

- i. Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.
- ii. Coverage shall be in the form of a Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Contractor.

25.4 Contractor’s Equipment Insurance:

- i. All Risks Contractors' Equipment coverage, insuring the full amount of the Contractor’s equipment, including all owned, non-owned and mobile equipment.

26. INSURANCE (GENERAL REQUIREMENTS)

- 26.1 Without restricting the generality of any contractual indemnity provisions, the Contractor shall obtain, maintain, pay the premium(s) and any deductibles and provide evidence of required insurance coverage. The Contractor shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.
- 26.2 The forms of these insurance policies shall in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously from the commencement of the Work until the Work has been completed to the satisfaction of the City.
- 26.3 The insurance shall be taken out with insurance companies licensed to transact business in the Province of Ontario and who are not otherwise excluded by the City's Insurance and Risk Manager.
- 26.4 The policies shown above shall be endorsed to provide the Owner with not less than thirty (30) days written notice of expiry, cancellation, change or amendment restricting coverage such that the requirements in the Contract are no longer met.
- 26.5 However, if for any reason the insurer, on behalf of the Contractor, cannot endorse their policies to provide the Owner with not less than thirty (30) days written notice of change or amendment restricting coverage, the responsibility thereof shall automatically transfer to the Contractor and becomes the Contractor's strict obligation to deliver to the Owner by registered mail with not less than thirty (30) days written notice of change or amendment restricting coverage.
- 26.6 The Contractor shall submit annually to the City, certificates of insurance and continuity of coverage on an annual basis for all applicable insurance coverages required. These certificates should be submitted to the attention of the Project Lead with the Project/BID number indicated.
- 26.7 The Contractor shall not commence work under the Contract until such time as evidence of insurance, on the Owner's Certificate of Insurance form has been completed and filed with and approved by the Owner.
- 26.8 If required by the Owner, the Contractor shall provide certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work.
- 26.9 If the Contractor fails to maintain insurance as required by the Contract the Owner shall have the right to provide and maintain such insurance and give evidence to the Contractor and (if applicable) the City's consultant and The Regional Municipality of York. The Contractor shall pay the cost thereof to Owner on demand or the Owner may deduct the cost from the amount which is due to or may become due to the Contractor.
- 26.10 The Owner reserves the right to request such higher limits of insurance or other types of policies appropriate to work as the Owner may reasonably require.
- 26.11 All policies shall apply as primary and not as excess of any insurance available to the Owner.
- 26.12 If requested the Contractor shall provide the Owner with a letter from their insurance provider confirming the Contractor's ability to meet the insurance requirements as set out in the Contract.

- 26.13 The Contractor shall provide the City with proof of insurance, by submitting an original Certificate of Insurance on the City's standard "Certificate of Insurance" form, or documentation approved by the Insurance and Risk Manager, upon execution and delivery of the Contract, prior to commencement of the Work and thereafter upon request by the City. In lieu of an original Certificate of Insurance, the City may accept an electronic copy provided it is e-mailed or faxed by the Contractor's insurance broker directly to the City.
- 26.14 All policies of insurance shall contain provisions for settling joint loss disputes amongst property.
- 26.15 It is the Contractor's responsibility to ensure that any Subcontractors employed must have proof of active insurance policies providing the following coverages the Contractor as Additional Insured where applicable:
- i. Commercial General Liability
 - ii. Automobile Insurance
- 26.16 It is the expectation that the Contractor to obtain the current Certificate of Clearance indicating a Subcontractor's good standing and/or letter for the following:
- i. WSIB or Equivalent Employer's Liability Insurance

27. THIRD PARTY CLAIMS HANDLING

- 27.1 The Contractor shall respond to, and deal with, all indemnifiable third-party claims in a prompt, courteous and efficient manner.
- 27.2 The Contractor shall contact all third-party claimants and acknowledge receipt of all third-party claims in writing within 7 Working Days upon being notified in writing of the third-party claim.
- 27.3 The Contractor shall immediately, upon receipt of any third-party claim, provide the City's Office of the City Clerk, Insurance Risk Management Section with notice of the third-party claim.
- 27.4 The Contractor shall also provide the City's Office of the City Clerk, Insurance Risk Management Section with copies of all correspondence between the Contractor or its agents and the third-party claimant.
- 27.5 The Contractor shall not advise the third-party claimant that the City is responsible for their claim.
- 27.6 If, in the sole discretion of the City's Office of the City Clerk, Insurance Risk Management Section, acting reasonably, a claim is not being dealt with in a manner consistent with the provisions of this Contract, which includes, without limiting the generality of the foregoing:
- i. failure of the Contractor to acknowledge receipt of the third-party claim in the manner set out above; and
 - ii. failure to resolve the third-party claim to the satisfaction of the City within 90 Days of the receipt of the third-party claim,
 - iii. the City reserves the right to appoint an insurance adjuster or other person to settle any third-party claims arising from this Contract.

- 27.7 Any money paid by the City in satisfaction of any third-party claim determined to be the Contractor's responsibility, plus all adjuster costs and other associated costs and administrative costs incurred by the City, shall be deducted from monies owing to the Contractor by the City.

END OF DOCUMENT 2

1. INTRODUCTION

The City of Vaughan, Recreation Services Department is requesting Bids from qualified bidders for the "Supply, Delivery and Installation of Gymnasium Divider Curtains for the City of Vaughan".

The City of Vaughan is a cosmopolitan urban centre within the Region of York with a current population of approximately 320,000. It is centrally located within the Greater Toronto Area (GTA). The City is bounded by the City of Brampton and Town of Caledon to the west, the Township of King to the north, the City of Markham and City of Richmond Hill to the east and the City of Toronto to the south. For more information on the City of Vaughan, please visit www.vaughan.ca.

2. SPECIFICATIONS

Location	Centre	Description	*Dimensions (approximate)	Est. Quantity
1	Chancellor Community Centre	Centre Drive Gymnasium Divider Curtain	57'(width) x 28'(height) to U/S of Steel Decking	1
2	North Thornhill Community Centre	Centre Drive Gymnasium Divider Curtain	66'(width) x 30'(height) to U/S of Steel Decking	1

- 2.1 *Dimensions listed are based on approximate measurements provided by the City.
- 2.2 It shall be arranged for the Contractor to meet with the building supervisor or designated staff to take final measurements once the contract has been awarded.
- 2.3 Should the measurements as provided above by the City be inaccurate, the difference (+ plus / - minus) shall be calculated using the square footage pricing provided by the Contractor in Provisional Pricing.
- 2.4 Pricing from actual confirmed measurements by the Contractor shall be adjusted accordingly and reflect invoicing.
- 2.5 Includes the supply, delivery and installation of Gymnasium Divider Curtains including but not limited to aluminum drive tube, motor(s), curtain, accessories, mounting fasteners, and reinforcements.
- 2.6 **Minimum** Specifications:
- i. Latest Design Model
 - ii. Centre Drive Curtain
 - iii. Aluminum Drive Tube
 - iv. Ballast bar
 - v. Anchored/mounted to ceiling truss/beam
 - vi. One (1) 120 Volt Single Phase Internal Tubular Motor (contingent on curtain size and weight)

- vii. Brake and limit switches equipped motor
- viii. Safety brake to avoid curtain free fall
- ix. Key operated switch (located where operator has full view of curtain)
- x. Lower Half of Curtain
 - a) Minimum - heavy duty 18 oz. Vinyl Bottom Panel (approx. 50% of curtain) - City's choice of available colour.
- xi. Upper Half of Curtain
 - a) Minimum - 9 oz. vinyl coated polyester fabric Mesh Upper Panel (approx. 50% of curtain) - City's choice of available colour.
- xii. Curtain to extend wall to wall continuous material minus (-) the manufacturers recommended clearance
- xiii. Welded Horizontal overlapped seams
- xiv. Fire Retardant Panels
- xv. Resistant to rot, mildew and fading

2.7 RELATED WORK

- i. Masonry, concrete fill
- ii. Welding
- iii. Installation of wall bolts
- iv. Metal fabrication (backing and reinforcement)
- v. Carpentry (rough and finish)
- vi. Painting
- vii. Electrical - all electrical work required to complete the installation including but not limited to supply and installation of electrical power, conduits, field wiring and connections to be conducted by licenced electrician. The work shall be neat and aesthetically pleasing.

2.8 Photos of work area involved

- i. **APPENDIX 1** – Chancellor Community Centre
- ii. **APPENDIX 2** – North Thornhill Community Centre

3. SITE VISIT

- 3.1 There is no site meeting arranged for this bid.
- 3.2 Bidders interested in site visit may contact the City for access by appointment only.

4. INSTALLATION

- 4.1 Fastening designed to withstand the loads imposed by the equipment to ensure structural integrity of the building.
- 4.2 Additional structural supports to span trusses (as required)
- 4.3 Fastening designed not to affect the requirements of the components being installed.

5. BIDDER QUALIFICATIONS

- 5.1 The Contractor/employees shall possess "Welding Certification".
- 5.2 The contractor/employees shall have completed "Working On Heights Training".
- 5.3 Certifications required above shall be uploaded as part of bid submission.
- 5.4 The Contractor shall have a minimum of five (5) years' experience with similar installations as outlined in this bid document, provide confirmation at the Question area.

6. EQUIPMENT

- 6.1 Employees shall wear safety harness equipment when working at heights.
- 6.2 The contractor shall use a certified lift and ensure employees have been trained in the use of such when working at heights.

7. SHOP DRAWINGS

- 7.1 The contractor shall provide drawings illustrating complete details including but not limited to dimensions, material and mounting.

8. PROVISIONAL ITEMS AND QUANTITIES

- 8.1 Items listed in the Bid Form as Provisional Items may or may not be required for completion of the work called for under this Bid. The necessary and/or actual services of these item(s) will be determined by the Owner as the work progresses.
- 8.2 Should additional square footage be required, the Contractor will be compensated on the basis of the unit prices(s) quoted.
- 8.3 In the event that any or all of these items are found not to be required, the Contractor may not claim extra payment for loss of anticipated profits or impact costs in relation thereto.

9. PRICING

Prices submitted shall include all costs that will be incurred by the Contractor to execute the work as described throughout this bid document; this includes but is not limited to labour, materials, equipment, administration, loading/unloading, transportation/shipping expenses, and all other associated costs to complete the work.

10. QUANTITIES

Bidder shall understand and accept that the items and quantities listed in the Bid Document are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required. Payment shall be made at the unit prices bid herein. There is no

obligation on the part of the City to purchase more or less than the quantity listed. The City reserves the right to purchase more or less than the quantity listed, depending upon actual requirements during the life of the contract.

11. DISPOSAL

11.1 The contractor shall be responsible for the disposal of all debris/material associated with the delivery.

12. COMPLETION DATE

12.1 The Contractor shall commence work within seven (7) working days of notification from contract administrator. The Contractor understands that the commencement of the project is contingent on the Provincial guidelines set out in regard to the global pandemic.

12.2 Work described under this Contract is expected to completed within **thirty (30)** working days.

13. DELIVERY / INSTALLATION LOCATIONS

13.1 Delivery and or installation must be made within operating business hours as outlined in the table below. Exceptions may be permitted, and arrangements must be made with the building supervisor prior to commencement of any work.

13.2 Delivery to the job sites shall be coordinated by Contractor in consultation with the building supervisor or designate.

13.3 Proper storage of the curtain before installation and continued protection during and until work is complete shall be the responsibility of the Contractor.

13.4 The City of Vaughan facilities are not equipped with loading docks, levelers or the capacity for tractor-trailers.

13.5 The Contractor shall provide expected work schedule outlining dates and time frames upon request.

13.6 Delivery and installation locations as follows:

LOCATION	ADDRESS	Delivery Hours
Chancellor C.C.	350 Ansley Grove Ave. Woodbridge, ON	Monday – Friday 8:30am – 4:30pm
North Thornhill C.C.	300 Pleasant Ridge Ave. Thornhill, ON L4J 9B3	Hours may be negotiable and flexible.

14. INVOICING & PAYMENT

14.1 All invoices must reference a **Purchase Order Number, Contract Number/Bid Number, Date, Address** of the facility being shipped to, **Department** and **Staff Name** that placed the order.

14.2 Invoices shall be submitted after each delivery.

- 14.3 Invoices shall be set up to reflect the agreed upon unit pricing as stipulated in the Bid Document for the work performed.
- 14.4 The City shall request that the Contractor(s) change the format of its invoice if it is not compatible with the City's payment system.
- 14.5 If an invoice is submitted in an improper format and/or calculated incorrectly, the invoice shall be returned to the Contractor(s) without payment.
- 14.6 Payment Term is net 30 upon receipt of an invoice contingent on contract requirements being completed and work being deemed satisfactory.
- 14.7 **Submit invoices to:** City of Vaughan, Accounts Payable, 2141 Major Mackenzie Drive, Vaughan, Ontario, L6A 1T1, and a copy shall be emailed to the Contract Administrator.
- 14.8 Payments made hereunder shall not relieve the Contractor from its obligations or liabilities under the Contract.
- 14.9 The City shall have the right to withhold from any sum otherwise payable to the Contractor such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

15. WARRANTY

15.1 The Gym Divider Curtain shall be warrantied as follows:

- i. Minimum three (3) year parts/materials and labour or as per the manufacturer's warranty if greater.
- ii. Minimum five (5) year on Motor or as per the manufacturer's warranty if greater.

16. FORCE MAJEURE

- 16.1 Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this contract for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.
- 16.2 Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.
- 16.3 The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

17. CODES AND STANDARDS

All work shall conform to the following Codes and Standards, as applicable:

1. Canadian Electric Code (CEC) and applicable local Electric Code
2. Underwriters Laboratories (UL) listing and labels

3. American National Standards Institute (ANSI)
4. Occupational Safety and Health Administration (OSHA)
5. American Society for Testing and Materials (ASTM)
6. Ontario Building Code (OBC)
7. Ontario Fire Code
8. Ontario Gas Code
9. ESA and TSSA regulations

In the case of conflicts or discrepancies, the more stringent regulation shall apply.

All work shall meet the approval of the authorities having jurisdiction at the project site.

18. WORKMANSHIP

The Contractor shall provide all maintenance and support services in a professional manner that meets or exceeds the higher of code compliance or industry standards as applicable. The Maintenance Services shall enable the equipment to perform in all material respects in accordance with the manufacturer's documentation and specifications and shall correct any defects in performance or materials within the time provided in this Contract.

19. RPARTS AND MATERIAL

Any goods, materials or parts which are supplied under the Contract and also those which are not specifically designated or are found to be necessary for the fulfilment of the Contract, shall be of high commercial quality and produced in accordance within good standards of manufacturing practices.

Where a proprietary product or system has been specified, the Contractor shall use the material specified unless approval in writing has been obtained from the Owner to use another material.

20. CONTRACTOR PERSONNEL

20.1 Only Contractor Personnel are allowed on the job premises.

20.2 Contractor Personnel may be subject to security screening by the City as the City may determine in its sole discretion. No persons will be allowed to perform any Services on behalf of the Contractor at the City premises if the City, in its sole discretion, deems such persons not to have passed such security screening.

20.3 The Contractor shall ensure that all Contractor Personnel are dressed in an appropriate and presentable manner on or around City premises and have a badge or logo that clearly identifies the company and the person.

20.4 Upon the City's request, the Contractor shall provide the City with an up-to-date register of all its Contractor Personnel. The register shall contain the names, phone numbers, and addresses of all Contracted personnel, along with the trade certifications of each Contractor Personnel.

20.5 All Service shall be performed by qualified or certified licensed trades, in good standing, who are fully trained in the operation and function of equipment and the execution of the Services.

21. CONTRACTORS USE OF SITE(S)

- 21.1 The Contractor shall remove and dispose of all surplus and/or waste materials, with the exception of those materials that are specifically identified as City property. The Contractor shall dispose of all surplus and/or waste materials in accordance with the Ministry of Energy and Environmental Standards and Regulations, as well as in accordance with all applicable laws.
- 21.2 The Contractor shall not unreasonably encumber any Services site with material and equipment and shall remove any materials and equipment from the Services site immediately after the completion of Services.
- 21.3 The Contractor shall be responsible for the provision of storage and security of the Contractor's equipment and material. The City shall not be responsible for any damages or loss of the Contractor's materials and/or equipment.
- 21.4 The Contractor shall take all necessary precautions in protecting the City's property from damage.

22. PROTECTION OF ADJACENT STRUCTURES OR PROPERTIES

The Contractor shall be responsible for providing such material and taking such action to prevent damage to surrounding structure, equipment or properties. The Contractor shall be liable for the cost of any damage to surrounding structure, equipment and/or properties arising as a result of the Contractor's presence or performance of the Contract.

END OF DOCUMENT 3

NOT APPLICABLE TO THIS BID

END OF DOCUMENT 4

**THE CORPORATION OF THE CITY OF VAUGHAN
STANDARD AGREEMENT FOR GOODS AND SERVICES**

(as may be amended from time-to-time, the “**Agreement**”)

Effective Date: _____

Between:

The Corporation of the City of Vaughan (the “**City**”) And

_____ (“**Contractor**”)

(each a “**Party**” and collectively a “**Party**”)

With respect to Request for Quote No. _____ : _____ (the “**RFQ**”)

Whereas:

- A. The City issued the RFQ;
- B. The Contractor submitted a Bid in response to the RFQ (the “**Bid**”); and
- C. The City has selected the Contractor to perform the Work outlined in the RFQ, and Contractor agrees to perform such Work and perform/provide the provisional items as/if needed by the City, all in accordance with the Contract Documents.

Now therefore, the Parties agree as follows:

1. Capitalized terms not defined within the body of this Agreement have the meanings provided in the RFQ.
2. For certainty, the following documents are read into and deemed to form part of this Agreement:
 - Contractor’s Bid
 - Any required Performance Bond and Labour & Material Bond
 - Insurance Certificates required by the RFQ
 - The RFQ and any addenda
 - All Contract Documents (as defined in the RFQ)

3. Order of Precedence. In the event the terms in any of the following documents conflict, the order of precedence with respect to the conflict shall be as follows:
 - (1) Body of this Agreement
 - (2) City Special Provisions (if any)
 - (3) Any Change Orders entered into related to the Work
 - (4) Specifications and Drawings and Reports included in the RFQ
 - (5) City of Vaughan General Provisions
 - (6) City of Vaughan Standard Terms and Conditions of Purchase
 - (7) Ontario Provincial Standard Specifications (if any)
 - (8) Ontario Provincial Standard Drawings (if any)
 - (9) Addendum/Addenda to RFQ
 - (10) RFQ
 - (11) Contractor Bid

4. The Contractor does hereby covenant and agree with the City in the manner following namely:
 - (a) TO execute and perform the whole of the Work with due expedition and in a thoroughly professional manner in strict accordance with the provisions of the Contract Documents and thereafter to maintain the same as therein provided, and that in the execution and performance of the Work the Contractor will carry out, perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisions and conditions mentioned and contained in the Contract Documents to be carried out, performed, observed and fulfilled by the Contractor to the same extent and as fully as if each of them was set out and specifically repeated herein.

 - (b) TO indemnify and keep indemnified and save harmless the Owner and each of its officers, employee, servants and agents from and against all actions, suits, claims, executions and demands (collectively "**Actions**") which may be brought against or made upon the Owner, its officers, servants and agents, and from all loss, costs, charges, damages, liens and expenses (collectively "**Losses**") which may be paid, sustained or incurred by the Owner, its officers, servants and agents by reason of or on account, or in consequence of: the execution and performance of the Work or of the non-execution or imperfect execution thereof or of the supply and non-supply of plant or material therefore (collectively the "**Indemnified Matters**").

 - (c) TO pay to the Owner on demand:
 - (i) all Losses which may be paid, sustained or incurred by the Owner or any of its officers, servants or agents in consequence of any Actions related to any Indemnified Matter; and

 - (ii) any monies paid or payable by the Owner or any of its officers, servants or agents in settlement or in discharge thereof or on account thereof

and that in default of such payment, pay to the Owner:

1. all such Losses and any monies so paid or payable by the Owner, its officers, servants or agents;
2. any monies payable by the Contractor under this or any other Contract;
3. any monies which may be recovered from the Contractor or a surety under any Contract Security; and
4. any monies paid into any court of competent jurisdiction or elsewhere in trust for the City.

(d) AND the Contractor hereby authorizes and empowers the Owner or its solicitor for the time being, to defend, settle or compromise any such Actions as the Owner or its solicitor may deem expedient, and also hereby agrees to ratify and confirm all the acts of the Owners or its solicitor and shall pay on demand the reasonable costs of defending, settling or compromising any such Actions as the Owner may deem it expedient to defend, settle or compromise and that in default of such payment the same may be deducted from any monies payable by the Owner to the Contractor on any account whatsoever. Provided, however, that the Contractor may at the expense of the Contractor, subject to the consent of the Owner take charge of and conduct in the name of the Owner, the defence to any such action, claim or suit.

5. THE Owner covenants with the Contractor that if:

the Work, including all authorized extras in connection therewith, shall be duly and properly executed as aforesaid and if the Contractor shall carry out, perform, observe, fulfill, keep and abide by all the covenants, agreements, stipulations, provisions, terms and conditions of the Contract Documents,

the Owner will (subject to the terms and conditions of the Contract Documents) pay the Contractor therefore the sums calculated in accordance with the actual measured quantities and unit prices mentioned in Bid and for such extra Work at the rates or unit prices mentioned in the Bid (which are to apply to all extras of the character specified in the schedule of rates or unit prices forming part of the Bid).

Such payments to be made subject to deductions in relation to and holdbacks and liquidated damages referred to in the Contract Documents.

Owner shall pay amounts outlined in invoices, estimates and or certificates approved by Owner in writing PROVIDED:

- a. the possession of a signed and approved invoice, estimate and or certificate is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof;
- b. that the Owner shall not be liable or compelled to pay for any extras or additional work not included in this Contract except only in the manner and as provided for herein;
- c. PROVIDED ALSO that the Owner shall not be liable or compelled to grant or issue any certificate or approve any invoice or estimate for Work rejected or condemned by the Owner or to pay any money therefore until the Work so rejected or condemned has been replaced by new material and workmanship to the written satisfaction of the Owner and it is hereby expressly provided that the granting of any

certificate or approval of any estimate or invoice, or the payment of any monies there under shall not be construed as an acceptance of any bad or defective work or material, to which the same relates or as an admission or liability to pay any money in respect thereof and shall not in any manner lessen the liability of the Contractor to replace such work or material, although the condition of the same may not have been known to or discovered by the Owner at the time such certificate was granted, invoice or estimate was approved, or monies were paid thereon.

6. Liquidated Damages.

If the RFQ provides an amount for Liquidated Damages, the following provisions in this section apply:

- (a) It is agreed by the parties to the Contract that in case all the Work or any portion thereof as called for under the Contract is not finished or completed within the number of working days or the completion date as set forth in the Contract Documents, damage shall be sustained by the Owner.
- (b) It is and shall be impracticable and extremely difficult to ascertain and determine the actual damage which the Owner shall sustain in the event of and by any reason of such delay.
- (c) The parties hereto agree that the Contractor shall pay to the Owner the liquidated damages amount outlined in the Contract Documents as liquidated damages for each calendar day's delay in finishing the Work in excess of the number of working days or the completion date prescribed. This amount is not and shall not be deemed as a penalty but is a fair and reasonable estimate of the compensation due to the Owner which shall accrue during the period in excess of the prescribed completion date or the number of working days.
- (d) Owner may deduct any amount due under this section from any monies that may be due or payable to the Contractor on any account whatsoever.
- (e) Owner may also invoice Contractor for liquidated damages owing, and Contractor shall pay such invoices within 30 days of receipt.
- (f) The liquidated damages payable are in addition to and without prejudice to any other right, claim, action or any other remedy that may be available to the Owner.

7. Insurance (General Requirements)

- a. Without restricting the generality of any contractual indemnity provisions, the Contractor shall obtain, maintain, pay the premium(s) and any deductibles and provide evidence of required insurance coverage. The Contractor shall be entirely responsible for the cost of any deductible that is maintained in any insurance policy.

- b. The forms of these insurance policies shall in all respects be satisfactory to the City's Insurance and Risk Manager and shall be maintained continuously from the commencement of the Work until the Work has been completed to the satisfaction of the City.
- c. The insurance shall be taken out with insurance companies licensed to transact business in the Province of Ontario and who are not otherwise excluded by the City's Insurance and Risk Manager.
- d. The policies shown above shall be endorsed to provide the Owner with not less than thirty (30) days written notice of expiry, cancellation, change or amendment restricting coverage such that the requirements in the Contract are no longer met.
- e. However, if for any reason the insurer, on behalf of the Contractor, cannot endorse their policies to provide the Owner with not less than thirty (30) days written notice of change or amendment restricting coverage, the responsibility thereof shall automatically transfer to the Contractor and becomes the Contractor's strict obligation to deliver to the Owner by registered mail with not less than thirty (30) days written notice of change or amendment restricting coverage.
- f. The Contractor shall submit annually to the City, certificates of insurance and continuity of coverage on an annual basis for all applicable insurance coverages required. These certificates should be submitted to the attention of the Project Lead with the Project/BID number indicated.
- g. The Contractor shall not commence work under the Contract until such time as evidence of insurance, on the Owner's [Certificate of Insurance form](#) has been completed and filed with and approved by the Owner.
- h. If required by the Owner, the Contractor shall provide certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Work.
- i. If the Contractor fails to maintain insurance as required by the Contract the Owner shall have the right to provide and maintain such insurance and give evidence to the Contractor and (if applicable) the City's consultant and The Regional Municipality of York. The Contractor shall pay the cost thereof to Owner on demand or the Owner may deduct the cost from the amount which is due to or may become due to the Contractor.
- j. The Owner reserves the right to request such higher limits of insurance or other types of policies appropriate to work as the Owner may reasonably require.
- k. All policies shall apply as primary and not as excess of any insurance available to the Owner.
- l. If requested the Contractor shall provide the Owner with a letter from their insurance provider confirming the Contractor's ability to meet the insurance requirements as set out in the Contract.

- m. The Contractor shall provide the City with proof of insurance, by submitting an original Certificate of Insurance on the City's standard "Certificate of Insurance" form, or documentation approved by the Insurance and Risk Manager, upon execution and delivery of the Contract, prior to commencement of the Work and thereafter upon request by the City. In lieu of an original Certificate of Insurance, the City may accept an electronic copy provided it is e-mailed or faxed by the Contractor's insurance broker directly to the City.
- n. All policies of insurance shall contain provisions for settling joint loss disputes amongst property.
- o. It is the Contractor's responsibility to ensure that any Subcontractors employed must have proof of active insurance policies providing the following coverages the Contractor as Additional Insured where applicable:
 - Commercial General Liability
 - Automobile Insurance
- p. It is the expectation that the Contractor to obtain the current Certificate of Clearance indicating a Subcontractor's good standing and/or letter for the following:
 - WSIB or Equivalent Employer's Liability Insurance

8. Handling Claims by Third Parties

- a. The Contractor shall respond to, and deal with, all indemnifiable third-party claims in a prompt, courteous and efficient manner.
- b. The Contractor shall contact all third-party claimants and acknowledge receipt of all third-party claims in writing within 7 Working Days upon being notified in writing of the third-party claim.
- c. The Contractor shall immediately, upon receipt of any third-party claim, provide the City's Office of the City Clerk, Insurance Risk Management Section with notice of the third-party claim.
- d. The Contractor shall also provide the City's Office of the City Clerk, Insurance Risk Management Section with copies of all correspondence between the Contractor or its agents and the third-party claimant.
- e. The Contractor shall not advise the third-party claimant that the City is responsible for their claim.
- f. If, in the sole discretion of the City's Office of the City Clerk, Insurance Risk Management Section, acting reasonably, a claim is not being dealt with in a manner consistent with the provisions of this Contract, which includes, without limiting the generality of the foregoing:
 - failure of the Contractor to acknowledge receipt of the third-party claim in the manner set out above; and

- failure to resolve the third-party claim to the satisfaction of the City within 90 Days of the receipt of the third-party claim,

the City reserves the right to appoint an insurance adjuster or other person to settle any third-party claims arising from this Contract.

- g. Any money paid by the City in satisfaction of any third-party claim determined to be the Contractor's responsibility, plus all adjuster costs and other associated costs and administrative costs incurred by the City, shall be deducted from monies owing to the Contractor by the City.

9. Miscellaneous.

- (a) The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- (b) Time shall be of the essence.
- (c) The laws of the Province of Ontario shall govern the interpretation of the Contract.
- (d) This Contract is drawn in English at the request of all parties hereto; ce marché est rédigé en anglais à la demande de toutes les parties.
- (e) Subject to all applicable laws and to the provisions of the Contract Documents, this Agreement shall enure to the benefit of, and be binding upon, the parties hereto, their respective heirs, legal representatives, successors and assigns.
- (f) Each provision of the Contract shall be valid and enforceable to the fullest extent permitted by law. If any provision of the Contract or the application thereof to any person or circumstance is determined to be invalid or unenforceable to any extent:
 - i. the remainder of the Contract or the application of such provision to any other person or circumstance shall not be affected thereby; and
 - ii. the parties shall negotiate in good faith to amend the Contract to implement the provisions set forth.
- (g) The Contract represents the entire agreement between the Contractor and the City and supersedes any previous agreements, negotiations and understandings. There are no agreements, representations, City warranties, terms, conditions or commitments regarding the subject matter of this agreement except as expressed in the Contract.

[remainder of page intentionally blank]

IN WITNESS THEREOF, the Contractor and Owner have hereunto signed their name and set their seal on the day first above written.

CONTRACTOR
Full Legal Name:

SIGNED, SEALED AND
DELIVERED in the
presence of:

) By: _____
)
)

) Position: _____
) *(I have authority to bind the Corporation)*
)
)

) Witness: _____
)
)

) **THE CORPORATION OF THE CITY OF VAUGHAN**
)
)

) Per: _____
) City's Director of Procurement Services
) Name: Asad Chughtai, CSCMP, CPM, CPPO, CMMII
) Director of Procurement Services

CHANGE ORDER FORM

CITY STANDARD FORM OF CERTIFICATE OF INSURANCE

APPENDIX 1 – CHANCELLOR COMMUNITY CENTRE PHOTOS

APPENDIX 2 – NORTH THORNHILL COMMUNITY CENTRE PHOTOS

END OF DOCUMENT 6

Please find below a preview only of certain schedules (collectively, "Schedules") that will need to be completed online only through the Bidding System by Bidders as part of their Bid submission.

The Bidder acknowledges that the preview below is provided as a courtesy only (to assist the Bidder in determining the size and scope of the project, etc.) and shall not be relied upon in any way.

Please note that the Schedules shown below are subject to change/addition/deletion by addendum(s) issued by the Owner. Following the issuance of each addendum, such changes may be reflected in the electronic Schedules to be completed, but will not be reflected in this document. It is the Bidder's responsibility to review all addendums and ensure that their Bid is submitted based on the current requirements.

For greater certainty, the Bidder shall submit their Bid by completing all Schedules and fields in the online Bidding System. Any Bid submitted on the basis of the preview Schedules below may in the Owner's sole discretion, be disqualified and rejected on the basis of being incomplete.

Q20-163 - Supply, Delivery and Installation of Gymnasium Divider Curtains at Chancellor Community Center and North Thornhill Community Center, Vaughan

Opening Date: June 3, 2020 3:15 PM

Closing Date: June 18, 2020 3:00 PM

Schedule of Prices

When inputting your unit price(s), the total field(s) will automatically calculate

Red asterisk (*) within the table denotes a "MANDATORY" line item. This would need to be completed in order to successfully submit your bid.

The first table is a Summary Table which provides your Sub-Total for each pricing table and also indicates whether or not the table is mandatory or not. Asterisk's within the table denotes a "MANDATORY" line item.

If the line item and /or table is "NON-MANDATORY" and you are not bidding on it, leave the table and /or line item blank. Do not enter a \$0.00 dollar value unless you are prepared to provide the line item at zero dollars to the Owner.

If a table is "NON-MANDATORY" and you are bidding on it, you must bid on all line items with an asterisk.

If there are multiple tables, you must click the "EDIT PRICING" button inside the Summary Table to display the applicable Pricing Table that you wish to bid on.

When all of the required fields have been completed, click "Save My Bid" button.

As each pricing table is filled in, a subtotal will be automatically generated and a green check mark will appear when the table has been completed.

All prices submitted shall be in Canadian funds.

Prices shall exclude Harmonized Sales Tax ("HST"), but shall include all other taxes and duties, as well as any reduction in the Contractor's operating costs due to rebating of any sales taxes.

All work performed under the Contract will be subject to HST only.

The Bidder hereby bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work, at the unit prices, and/or lump sums, hereinafter stated.

The Bidder also understand and accepts that the quantities shown in the Bid Documents are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

Q20-163 Price Schedule

ITEM	LOCATION	DESCRIPTION	UOM	EST. QTY	UNIT PRICE *	EXTENDED PRICE
1	Chancellor C.C	Centre Drive Gymnasium Divider Curtain	Lump sum	1		
2	North Thornhill C.C.	Centre Drive Gymnasium Divider Curtain	Lump sum	1		
Subtotal:						

Bid Questions

Please provide your registered HST Number.

Please confirm your company has a minimum of five (5) years' experience with similar installations by answering "Yes" or "No"

Q20-163 Provisional Items

ITEM	LOCATION	DESCRIPTION	UOM	UNIT PRICE *
1	Chancellor C.C	Square feet of additional 18 oz. Vinyl Bottom Panel	per square feet	
2	Chancellor C.C	Square feet of additional 11 oz. Mesh Upper Panel	per square feet	
3	Chancellor C.C	120 Volt Single Phase Motor	each	
4	Chancellor C.C	Synchronized Motor Controller	each	
5	North Thornhill C.C.	Square feet of additional 18 oz. Vinyl Bottom Panel	per square feet	
6	North Thornhill C.C.	Square feet of additional 11 oz. Mesh Upper Panel	per square feet	
7	North Thornhill C.C.	120 Volt Single Phase Motor	each	
8	North Thornhill C.C.	Synchronized Motor Controller	each	
9	Chancellor C.C	Printing on each side of solid vinyl	each	
10	North Thornhill C.C.	Printing on each side of solid vinyl	each	

Disclosure

If Bidder agrees with all listed items in the "Disclosure" section below, click on the box "We will not be submitting for Disclosure". A confirm message will appear. Click on the "yes" button to confirm that Bidder does not have any item to disclose.

Otherwise, if Bidder disagrees with one or more of the listed items in "Disclosure" section, Bidder shall complete and provide specific details of disclosure indicate in below section:

We will not be submitting for Disclosure

Description	Response *	Specify details of Disclosure *
<p>The Bidder acknowledges that, except for any matters specifically disclosed by the Bidder in the Bidder's Bid with respect to the following matters (hereafter called the "Disclosure"):</p> <p>(a) The Bidder is not currently the subject of legal proceedings by the City of Vaughan in respect of Vaughan's Property Standards By-law or Zoning Bylaws.</p> <p>(b) The Bidder has not been convicted by a court of such a matter set out in (a) above where the contravention remains.</p> <p>(c) The Bidder is not a named party in litigation, judicial or arbitral proceedings against or by the City with respect to any other procurement, contract or business transaction.</p> <p>The Bidder agrees that its Disclosure, if any, shall provide specific details of the Disclosure. The Bidder further agrees that the Owner shall be entitled at its sole discretion to reject this Bid as a result of any Disclosure.</p>	<p>Select A Value ▾</p>	

Privacy & Information

All Bids are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c M.56 ("MFIPPA"). In accordance with MFIPPA, the personal information provided by Bidders in response to this Request for Quote is being collected under the authority of the Municipal Act, 2001, SO 2001, c 25 and will be used exclusively in the selection process.

All Bids submitted shall become the property of the City.

In accordance with the requirements of MFIPPA, Bidders shall identify in their Bid any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Bids shall not be identified as confidential. Should you have any questions in this regard, please contact the City's Access and Privacy Officer in the Office of the City Clerk at 905-832-8585 extension 8987.

If Bidder does not have any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury to declare, click on the box "We will not be submitting for Privacy & Information" button. A confirm message will appear. Click on the "yes" button to confirm that Bidder does not have confidential information to disclose.

Otherwise, Bidder shall complete and provide specific details of confidential information in the section below:

We will not be submitting for Privacy & Information

Question	Response *	If Yes, Please specify *
Does your Bid include any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause you injury? If Yes, Please identify the specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause you injury to the right hand field	Select A Value ▾	

REFERENCES

All references stated shall be for the same or similar scope of Work as the one described in the Bid Documents.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the "Owner Name" Row that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

The City reserves the right to contact references to obtain information about Bidder's (and any other named entity's) quality of service, reliability, responsive, correction of defects etc.

Failure to provide references as required may result in inability to submit a Bid online and/or Bid disqualification after submission.

List References

Bidders are required to provide a minimum of three (3) owner references for similar projects completed within last five (5) years with substantially the same project team as proposed for this Project. The Owner reserves the right to contact the references for evaluation of Bidder's performance.

Information	Project A	Project B	Project C	
*Project Name				*
*Project Description				*
Project Location				
Completion Date				
Initial Project Bid Amount				
Project Final Cost				
*Owner Name				*
*Owner Contact				*
Title				
Address				
Phone				
*Email				*

List subcontractors

List of Subcontractors form

- Provide type of Work and subcontractor proposed to be used.
- The Bidder acknowledges that all subcontractors whom it proposes to use to carry out any of the Work, who are non-resident in Ontario or Canada, will be required to obtain a GST/HST Registration Number before they commence any work under the Contract.
- If trades are listed below and a subcontractor is not required, state **OWN FORCES**.
- Bidders shall not show "**Own Forces**" in their list of subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.
- Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of subcontractor names for any Subcontractor Category in their list of proposed subcontractors (such use may result in Bid disqualification). One subcontractor name shall be indicated for each Subcontractor Category.
- No names, either of proposed subcontractors or "**Own Forces**" may be changed after submission of this List of the Subcontractors unless prior written approval is received from the Owner (see Instructions to Bidders for further details).
- The Owner reserves the right to reject a proposed subcontractor for reasonable cause. Upon such rejection, the Bidder shall be required to propose an alternate subcontractor without and other resulting change to the Bid.
- The awarded Bidder may be required to produce a schedule of references for all or any proposed subcontractors.
- The awarded Bidder shall only use those subcontractors approved by the Owner and shall be held fully responsible to the Owner for the acts and omissions of its subcontractors.

By clicking here I confirm that there are no Subcontractor(s) / Subconsultant(s) and the Bidder / Proponent shall perform the project with their "**OWN FORCES**".

Type of Work	Sub-Contractor	Contact Name	Contact Number	Contact e-mail	
					*

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid may be rejected.

- WSIB Clearance Certificate (optional)
- Insurance Certificate (optional)
- copy of Welding Certification * (mandatory)
- copy of Working On Heights Training * (mandatory)

BONDING UPLOAD SECTION

- Performance Bond * (mandatory)
- Labour & Materials Bond * (mandatory)

Declarations & Addenda

BIDDER DECLARATIONS

- 1.** The Bidder, by submitting this Bid offers to enter into a contract with The Corporation of the City of Vaughan (the "City") to perform the Work described in the Bid Documents, do and fulfill everything indicated in the Contract, and complete the Work strictly in accordance with the Contract Documents within the timelines specified therein at the unit and lump sum prices submitted in the Schedule of Prices.
- 2.** The Bidder acknowledges that if this Bid is accepted, the Schedule of Prices will be form part of the Contract.
- 3.** The Bidder acknowledges that the quantities included in the Schedule of Prices are an estimate of the City's requirements and there is no guarantee that the full quantities of products or work will be required or purchased. The Bidder agrees that in the event that Contract requirements exceed the estimates, payment for those item(s) exceeding the estimates will be made at the tendered price(s) for the item(s).
- 4.** The Bidder confirms that all prices submitted are in Canadian funds.
- 5.** The Bidder confirms that it's prices exclude Harmonized Sales Tax ("HST"), but include all other taxes and duties, as well as any reduction in the Contractor's operating costs due to rebating of any sales taxes. The Bidder agrees that all work performed under the Contract will be subject to HST only.
- 6.** The Bidder agrees that this Bid shall remain open for acceptance, and that the prices will remain firm and unchanged, for the irrevocability period specified in the Bid Documents and the City may at, any time within this period, accept this Bid regardless of whether any other Bid has been previously accepted or not.
- 7.** The Bidder acknowledges that if its Bid is accepted and the Bidder fails to properly execute and return the Agreement, in triplicate, to the City, or fails to deliver the bonds, proof of insurance and all other documents required to be delivered to the City upon execution of the Contract, as outlined in the Notification of Award, or if the Bidder purports to improperly withdraws its Bid, the City may, at its option, consider that the Bidder has abandoned its Bid and the acceptance by the City shall be null and void and the City may exercise its rights as outline in the Bid Documents and for certainty:
 - (a)** the City may retain the proceeds of the bid bond as liquidated damages; and
 - (b)** the Bidder shall immediately pay to the City the difference between the amount of the Bidder's Bid and any other Bid that the City accepts if the other Bid is for a greater amount and any costs that the City incurs by reason of recalling the Bids; and
 - (c)** in addition, the Bidder shall indemnify and hold harmless the City, its Council members, employees, successors and assigns, from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all losses, liabilities, judgments, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from, or arising out of, the undersigned's unauthorized withdrawal of its Bid or failure to execute the Agreement.
- 8.** The Bidder agrees that if this Bid is accepted, and the Bidder is non-resident in Ontario or Canada, it shall obtain a GST/HST Registration Number prior to commencement of the Work.
- 9.** The Bidder confirms that it has the necessary experience, skill and expertise required to fulfill the obligations, duties, liabilities and responsibilities of the Contractor under the Contract.
- 10.** The Bidder declares that no person, firm or organization, other than the Bidder, has any interest in this Bid or in the proposed contract for which this Bid is submitted.
- 11.** The Bidder declares that this Bid is made without any connection to, comparison of figures against, arrangement with, or knowledge of, any other corporation, firm or person submitting a Bid and is in all respects fair and without collusion or fraud.
- 12.** The Bidder agrees that no member of City Council, or officer or employee of the City is, will be, or has become, interested directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in the performance of the Contract, or in any portion of the profit thereof, or any supplies to be used therein, or in any of the monies to be derived therefrom.

13. The Bidder confirms that it has examined the location where the Work will be performed, and the Bid Documents, and is fully informed as to the nature of the Work and conditions relating to its performance.

14. The Bidder acknowledges that any reports made available by the City were compiled for the use of the City and no responsibility will be assumed by the City for the correctness or completeness of the reports.

15. The Bidder agrees to comply with the Occupational Health and Safety Act, RSO 1990, c O.1 and Regulations and all other applicable laws when performing the Work if awarded a Contract.

16. The Bidder declares and confirms that it is not engaged in Unresolved Litigation with the City as of the date of submission of this Bid, or has declared such in its Bid.

17. If the Bidder is an incorporated company, the Bidder represents to the City that:

(a) the Bidder is a corporation validly subsisting under the laws of the jurisdiction in which it was incorporated and has full corporate power and capacity to submit this Bid and enter into an Agreement arising from this Bid; and

(b) all necessary corporate action has been taken by the Bidder to authorize the execution and delivery of this Bid.

Disclosures (Legal and Conflicts of Interest)

18. The Bidder represents that, except for any "**Matters**" specifically disclosed:

(a) The Bidder is not currently the subject of legal proceedings by the City of Vaughan in respect of Vaughan's Property Standards By-law or Zoning By-laws.

(b) The Bidder has not been convicted by a court of such a matter set out in (a) above where the contravention remains.

(c) The Bidder is not a named party in litigation, judicial or arbitral proceedings against or by the City with respect to any other procurement, contract or business transaction.

(d) There is no Conflict of Interest with respect to Bidder participating in this procurement process or providing goods or services if awarded a contract hereunder.

The Bidder agrees that the Owner shall be entitled at its sole discretion to reject this Bid as a result of any **Matter** disclosed above / below or otherwise in existence at time of Bid, and for Bidder's failure to make full, honest, accurate disclosures (if any) at time of Bid submission.

19. Privacy and Information

(a) All Bids are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, cM.56 ("MFIPPA").

(b) In accordance with MFIPPA, the personal information provided by Bidders in response to this Request for Tender is being collected under the authority of the Municipal Act, 2001, SO 2001, c 25 and will be used exclusively in the selection process.

(c) All Bids submitted shall become the property of the City.

(d) In accordance with the requirements of MFIPPA, Bidders shall identify in their Bid any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Bids shall not be identified as confidential.

(e) Should you have any questions in this regard, please contact the City's Access and Privacy Officer in the Office of the City Clerk at 905-832-8585 extension 8987.

20. Acknowledgement of Receipt of Addenda

(a) The Bidder shall acknowledge receipt of addenda by checking the boxes in the "I have reviewed the below addendum and attachments (if applicable)" column below.

(b) Bids that do not contain evidence of receipt of all addenda will be deemed to be "INCOMPLETE" and will not be accepted in the Bidding system website.

(c) The Bidder acknowledges and agrees that the addenda listed below form part of the Bid Documents.

21. BID IRREVOCABLE PERIOD

(a) Unless properly withdrawn, Bids are irrevocable for a sixty (60) Working Day period, starting on the RFQ closing date.

(b) If for any reason a Contract with a successful Bidder is not executed within sixty (60) Working Days from the Bid closing time, City may (without notice or liability) award that Contract to another Bidder.

The Bidder agrees to be bound by all terms and conditions contained in the Bid Documents, and the person named below has the authority to submit this Bid on behalf of the Bidder and has the authority to bind the Bidder.

The Bidder / Proponent shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? **Yes** **No**

The Bidder / Proponent acknowledges and agrees that the addendum/addenda below form part of the Bid / Proposal Document.

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		