

Document Number: #2022-170P**Total number of pages, including cover sheet:** 45**Document Title:** Retail Space Renovations Phase 4**Date Issued:** May 30th 2022

Submissions must be made in accordance with this document and
will be received on Bonfire on or before:

June 30, 2022, 2:00 P.M. EST.

You are hereby invited to bid the lowest net prices for which you are prepared to furnish the merchandise or services described, all in accordance with the terms and conditions and other instructions as stated in this document.

To be clear, and notwithstanding any other term of this Request for Proposal (RFP) that may be interpreted otherwise, it is not the intent of The Humber College Institute of Technology and Advanced Learning, herein referred to as "Humber", nor the effect of this Request for Proposal, to initiate contractual relations by the provision of a proposal by any Proponent in response to this Request for Proposal.

Notwithstanding any other term of this Request for Proposal, this Request for Proposal is merely a call for proposals and not a tender call intending to place legally binding obligations on Humber or any Proponent to enter into a definitive agreement or to be bound by any of the terms of its proposal. It is not the intention of Humber to enter into a contract for the deliverables described in this Request for Proposal or enter into any other legally binding obligations unless and until Humber has completed the negotiation and finalization of a definitive terms and conditions satisfactory to Humber and the Proponent, if any.

It is conceivable that these events will not occur due to the discretion of Humber and/or any Proponent to not proceed, as there is no legally binding obligation on Humber, or any Proponent to proceed.

PROPOSAL ADMINISTRATOR

Issued by: Bishnu Singh, Manager Purchasing
Services, 205 Humber College Blvd. Room
B311, North Campus, Toronto, Ontario
M9W 5L7

416-675-6622 ext. 5576
Email: purchasing@humber.ca

Cover Page

Document #2022-170P

FM Project # 210286

NOTE: MANDATORY SITE MEETING

A Mandatory Site Meeting will be held outside room D134 (North Campus) and is scheduled for Tuesday, June 7th, 2022, at 9:00 AM EST.

Proposal Submission:

Proponents must submit their proposal only on Bonfire online portal for this project. Any other form of submissions like Physical, MERX, Email etc. will not be reviewed nor accepted by Humber.

THE RESPONSIBILITY OF SUBMITTING A RESPONSE TO THIS INVITATION ON OR BEFORE THE STATED TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPONENT.

The Lowest Or Any Bid Will Not Necessarily Be Accepted

Company name and address:

Email for direct communications:

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MANDATORY DOCUMENT SUBMISSION CHECKLIST

FOR YOUR BID TO BE COMPLIANT:

| Description | Pass | Fail |
|----------------------------------------------------------------------------------------|------|------|
| Submitted Proposal Covering Form acknowledging all the addendum's (Appendix B) | | |
| Submitted the Request for Information documents and References (Appendix E and H) | | |
| Submitted the Financial Viability Schedule (Appendix I) | | |
| Submitted Agreement to Bond form (Appendix J) | | |
| Submitted list of Suppliers and Subcontractors | | |
| Completed the Pricing Schedule and uploaded as a separate file to Bonfire (Appendix G) | | |

Failure to submit the above may result in the disqualification of your bid submission.

SECTION 1 – INTRODUCTION

1.1 Humber Background

- 1.1.1 Established in 1967, The Humber College Institute of Technology and Advanced Learning is one of Canada’s leading postsecondary institutions. Committed to student success through excellence in teaching and learning, Humber campuses serve more than 29,200 full-time students and 56,000 continuing education registrants. With an internationally recognized reputation for quality learning, Humber offers a wide-range of career-focused opportunities for students to personalize their educational path. Our 170 full-time programs include graduate certificates, four-year bachelor’s degrees, two and three-year diplomas, one and two-year certificates and apprenticeship training. There are more than 3,000 students enrolled in Humber degree programs; over 30 percent of all students studying in degree-level programs in Ontario colleges are studying at Humber.
- 1.1.2 As a founding member of Polytechnics Canada, Humber offers students the opportunity to participate in applied research projects that find solutions for issues confronting small and medium-sized businesses. Humber is one of 12 Vanguard Learning Colleges as identified by the League for Innovation, and the League’s only Canadian board member. Named one of Greater Toronto’s Top 100 Employers, Top Employer for Young People and New Canadians, Humber has also been recognized as having one of Canada’s Top Ten Most Admired Corporate Cultures of 2012 in the broader public sector category. More than four out of five Humber graduates are employed within six months of completing their studies. Visit humber.ca to learn more.
- 1.1.3 **As applicable to Humber as a member of the broader public sector of the Province of Ontario, Humber is subject to the *Broader Public Sector Accountability Act* (“BPSAA”) and the *Broader Public Sector Procurement Directive* (the “Procurement Directive”). Humber is also subject to the applicable trade agreements, specifically the *Canadian Free Trade Agreement* (“CFTA”) and the *Comprehensive Economic and Trade Agreement, Chapter 19 Government Procurement* (“CETA”). It is the intention of Humber that the procurement process conducted under this Request for Proposal be consistent with these requirements, where applicable.**

1.2 General Description

- 1.2.1 The Goods and Services are required to renovate the existing Bookstore and Print Shop spaces, to become a new retail hub including a newly designed Bookstore, future Retail Outlets, and a Townsquare. The Townsquare will include a seating area with seating pods and a large TV display for presentations and entertainment. Also included in this project is the preparation of base building mechanical and electrical for future retail outlets fit-outs. The total area in the proposed scope of work is approximately 11,500 sqft.
- 1.2.2 An overview of the initial and potential Goods and Services that relate to this Request for Proposal is included in Appendix C - Scope of Work.

1.3 **Mandatory Site Meeting**

1.3.1 A mandatory site meeting followed by a site visit is in order to ascertain the requirements for the Request for Proposal. Failure to be present at the meeting and sign in will result in the disqualification of your Proposal.

1.3.2 The mandatory site meeting will be held at Humber College, 205 Humber College Blvd. Toronto ON M9W 5L7, meet at the D134 Facilities Management Office (Wait outside this room) as per the stated reserved time on the cover page.

Note: you must be present within 10 minutes of the meeting start time, after 10 minutes you will no longer have an opportunity to sign in or submit a bid.

1.3.3 All contractors are required to wear COVID-19 face covering/mask and maintain social distancing measures through the duration of the site meeting.

1.4 **Form of Agreement**

1.4.1 Humber intends to select, in accordance with the terms and conditions outlined in this Request for Proposal, a qualified Proponent to enter into a Contract with the successful Proponent. The Contract with Humber, shall be substantially similar in form and content to those terms and conditions set out in Appendix A: Contracting Terms and Conditions for the scope of the Goods or Services that the Proponent proposed and was qualified to deliver.

1.4.2 By submitting a Proposal, a Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of Appendix A: Contracting Terms and Conditions, subject to such specific exceptions entered into its Proposal, and has factored all of the provisions of this Request for Proposal and specifically Appendix A: Contracting Terms and Conditions into its pricing assumptions, calculations and into the proposed costs.

1.4.3 Humber may, at its absolute and sole discretion, decide to use this Request for Proposal, specifically including Appendix A, the successful Proponent's Proposal and any specific terms and conditions negotiated between the Parties, as the contract in lieu of a separate formalised agreement governing the provision of the Goods and Services.

SECTION 2 – INSTRUCTIONS TO PROPONENTS

2.1 **Anticipated Timelines**

| | | |
|--------------------------------|----------|----------------------------|
| Document Issued | Date: | May 30, 2022 |
| Mandatory Site Meeting | Date: | June 7, 2022, 9:00 AM EST |
| Proponent Question Deadline | Date: | June 24, 2022, 2:00 PM EST |
| Document Closing | Date: | June 30, 2022, 2:00 PM EST |
| Bid Evaluation | Date: | June 30 - July 8, 2022 |
| Recommendation/ Award | Week of: | July 11, 2022 |
| Anticipated Construction Start | Date: | July 18, 2022 |

| | | |
|--------------------------------------------------------|-------|----------------|
| Expected Construction Completion of the Bookstore Area | Date: | May 01, 2023 |
| Expected Construction Completion of the entire project | Date: | March 01, 2024 |

Amendments to this schedule may be made at the discretion of Humber.

2.2 **Contract Period**

- 2.2.1 Humber is requesting the Goods and Services for the purpose of this renovation project as defined in Table 2.1 above. The contract will start immediately from the date of the award. The duration of the project start date and project completion date will be considered for the validity of the contract.
- 2.2.2 Humber reserves the right, at its sole discretion to modify, cancel or adjust timelines, scope and schedule for this project. It is the intent to select a contractor to provide the general contracting services for the duration and the scope outlined in this document.

2.3 **Cost of Proposal**

- 2.3.1 Each Proponent will bear their own costs associated with or incurred through this Request for Proposal process, including any direct and indirect costs arising out of or incurred in: (a) the preparation and issuance of this Request for Proposal; (b) the preparation and making of a Proposal; or (c) the conduct of evaluations, interviews, demonstrations, negotiations or other activities related to this Request for Proposal process including, as applicable, the negotiation of a Contract.

2.4 **Accuracy of the RFP and Receipt of Addenda**

- 2.4.1 Copy of this RFP is only available from the MERX Canadian Public Tenders website at www.merx.com. MERX tenders website is the official source for obtaining this RFP and any addenda. If a prospective Proponent obtains this document by means other than through MERX, verification as to the accuracy of the RFP document and receipt of any addenda shall be the sole responsibility of the prospective Proponent.
- 2.4.2 Humber relies on the electronic MERX advertisement to provide public notice of this business opportunity and is not obligated to notify past or present suppliers in any other manner.

2.5 **Contact Information for Proponent's Questions**

- 2.5.1 Any questions regarding this Request for Proposal must be addressed in writing via email to the attention of the Proposal Administrator specified on the cover page at purchasing@humber.ca. Any questions must be received prior to the closing date specified in Section 2.1: Anticipated Timelines. Questions and responses will be provided to all potential respondents without identifying the originator of the question, though it may be evident from the question itself.
- 2.5.2 **All responses to questions will be sent as a written response from the Proposal Administrator as a numbered addendum and posted on Merx.**
- 2.5.3 Proponents shall not make verbal inquiries associated with the Request for Proposal. A verbal response provided by the Proposal Administrator in connection with this Request

for Proposal, will not be binding on Humber nor will it be considered to change the requirements of the Request for Proposal.

- 2.5.4 Any Proponent who requests and/or received any information, with regards to this Request for Proposal, by any person(s) other than the Proposal Administrator or their designate, may be disqualified from further consideration.

2.6 Entire Document

- 2.6.1 This Request for Proposal, any addenda, appendices, and the schedules attached to it, including those listed below constitute the entire Request for Proposal.

Appendix A – Contracting Terms and Conditions

Appendix B – Proposal Covering Form

Appendix C – Scope of Work

Appendix D – Format of Proposal Response

Appendix E – Proponent Response Sheet

Appendix F – Evaluation Process and Criteria

Appendix G – Pricing Sheet

Appendix H – References Form

Appendix I – Financial Viability Schedule

Appendix J – Agreement to Bond Form

Appendix K – List of Suppliers and Subcontractors

Appendix L – Bonfire Submission Instructions

2.7 Proponent Presentations/Interviews

- 2.7.1 Any short-listed Proponents may be invited to present to the evaluation committee. The purpose of the presentation is to allow the Proponent to address any elements within the proposal and allow members of the evaluation committee to obtain any required clarifications. Proponents will be notified in advance, if required, to present to the evaluation committee.

SECTION 3 – PROPOSALS

For clarity, while a Proponent will not be penalized where their proposal is received after the closing time if the delay is due solely to mishandling on the part of Humber, very specific obligations are set out in this Request For Proposal for the submission of a proposal by a Proponent under this Section 3. These include commencing the submission process well before the closing time, and promptly notifying the Proposal Administrator, where difficulties are encountered. For clarity, as between Humber and a Proponent, it is the Proponent who assumes the risk of delay for utility failures, including the lack of availability of telecommunications services or information technology issues.

3.1 Requirements

- 3.1.1 The proposal must be made on the forms provided by Humber for that purpose and must be clearly legible with all blanks filled in, using ink or type.
- 3.1.2 The proposal must be signed by a person or persons authorized to sign on behalf of the Proponent and the same person or persons shall initial any erasures, overwriting or strikeouts within the Proposal.

- 3.1.3 No oral or written alterations or variations in the terms and conditions of the Request for Proposal shall be valid or binding upon Humber unless authorized by Humber in writing.
- 3.1.4 Proposals which are qualified by the Proponent or subject to any conditions, limitations or restrictions by the Proponent, shall be rejected by Humber.
- 3.1.5 The Proponent acknowledges that it is solely responsible for obtaining and reviewing all the Request for Proposal documents issued by Humber.
- 3.1.6 All Proposals shall be submitted in English.
- 3.1.7 The Proponent should provide details on its qualifications by providing information as outlined in this Request for Proposal.
- 3.1.8 All Proposals should follow the format outlined in Appendix D to facilitate comparison and evaluation of Proposals.
- 3.1.9 All Proposals should contain concise written material and illustrations that enable a clear understanding and evaluation of the Proponent's capabilities and the qualities of its proposal. Legibility, clarity and completeness of the Proponent's proposal is encouraged.
- 3.1.10 Proponents should address Humber's requirements by answering all the questions in the 'Proponent Response Sheet' found in Appendix E.
- 3.1.11 Except with the prior written consent of Humber, Proponents shall not make any public announcement or distribute any literature regarding: (i) this Request for Proposal, (ii) any discussions relating to this Request for Proposal, (iii) any award or other results relating to this Request for Proposal, or (iv) otherwise promote itself in connection with this Request for Proposal. Further no public announcement or the distribution of any literature is to be made by the successful Proponent in respect of any contract negotiations or the execution of an agreement unless otherwise agreed to by Humber in writing.
- 3.1.12 Proponents' submissions shall be irrevocable and open for acceptance for a period of ninety (90) days from the date of RFP bid document closing.

3.2 Proposal Content

3.2.1 General

3.2.1.1 The specific requirements and form of proposal is set out in Appendix D: Format of Proposal Response and Appendix E: Proponent Response Sheet.

3.2.2 References

3.2.2.1 The Proponent should provide a minimum of three (3) current or recent customer references of similar work in the form set out in Appendix H: Proponent's Reference. Humber reserves the right to check all references provided and to check additional or further references.

3.2.3 Pricing

3.2.3.1 All pricing in the proposal must be expressed in figures and must be in Canadian Dollars and should include any customs duties or tariffs. Prices shall not be subject to adjustment for fluctuation in foreign exchange rates. All applicable taxes or fees should be shown separately such as Ontario Harmonized Sales Tax

("HST"). All pricing should be consistent with delivered duty paid - DDP (INCOTERMS 2010), Humber's location.

3.2.3.2 All prices quoted unless otherwise instructed in this Request for Proposal, shall remain firm for the period set out in the Proposal and in the Contract.

3.2.3.3 Prices in the proposal must include all costs necessary to complete the scope of work in accordance with the Request for Proposal including all out of pocket expenses, customs and duties.

3.2.3.4 The pricing must be separated from the other response and included with the proposal. All pricing shall be submitted in accordance with Appendix G.

3.2.4 Freedom of Information

3.2.4.1 Humber is subject to the Freedom of Information and Protection of Privacy Act, 1990 ("FIPPA"). Proponents should identify any portion of their proposal that contains trade secrets, scientific, technical, financial, commercial or labour relations information and believe that if disclosed to any other person, would harm a competitive position. Generally only specific portions of your proposal should be identified.

SECTION 4 – EVALUATION METHODOLOGY

The evaluation of the proposals will be conducted by an evaluation committee based on the process and matrix outlined below.

4.1. Evaluation Process and Criteria

4.1.1. Proposals will be evaluated on the overall ability to meet/exceed the requirements as set out in this Request for Proposal. Throughout the course of the evaluation, Proponents must be prepared to supply or clarify, in writing, any information required by the evaluation committee. Humber may request clarification to ascertain any Proponent's understanding of and level of responsive to the requirements specified in the Request for Proposal and the documents for the purpose of the evaluation of for negotiation objectives, provided that clarification does not result in anything that could be construed as submission by the Proponent of a new proposal. Humber, may, in its sole and absolute discretion, adjust the evaluation score or ranking of a Proposal based on an outcome of the clarification process. Humber reserves the right, in its sole and absolute discretion, to reject a proposal if the requirements are not sufficiently met.

4.1.2. Details about the evaluation process and criteria is found in Appendix F.

4.2. Past Performance

4.2.1 Without restricting the generality of Humber's rights outlined herein, as part of its evaluation of the Proposal, Humber shall be entitled to review the Proponent's performance in relation to previous and current contracts between Humber and the Proponent. Humber will have the right to reject the Proponent's Proposal if the

Proponent's performance in relation to such contracts have been, in Humber's sole opinion unsatisfactory.

4.3. Limited Proposals

4.3.1 In the event that Humber receives less than three (3) responsive Proposals, Humber at its sole discretion, reserves the right not to proceed and may delay/change the closing date and/or cancel the process as it deems appropriate.

4.4. Contract Award

4.4.1 Humber reserves the right to accept or reject Proposals in whole or in part, to adjust the scope of work or to modify any term or condition which has been provided to the Proponents. Humber does not bind itself to accept the lowest or any Proposal.

4.4.2 Humber reserves the right to award the contract in its entirety or in part in accordance with its requirements. Prior to award, Humber reserves the right to adjust the scope of work and negotiate any additional costs or credits to the contract as it may deem necessary. Any such adjustments and modifications shall be published via an amendment or re-issued bid documentation. Further, Humber reserves the right to cancel this process in its entirety and to not award any contract.

4.5. Tie Bid

4.5.1 In case of a tie bid between responsive bids with substantially equal qualification, the tie Proponents may be invited to resubmit written bids. In the alternative, the tie may be decided by lot, or all bids may be rejected and new bids solicited. Any Proponent that has not been approved to proceed further in the procurement process may request a debriefing from Humber. A 'tie bid' is where two (2) or more Proponent Proposals have received identical final scores after their Proposals have been evaluated in accordance with the evaluation criteria specified in Appendix F.

4.6 Challenge and Debriefing

4.6.1 There shall be a timely, effective, transparent, and non-discriminatory dispute resolution procedure through which a Proponent may challenge: (a) a breach of CFTA or CETA, as applicable; or (b) if the Proponent does not have a right to challenge directly a breach of CFTA or CETA under the laws of Ontario, a failure by Humber to comply with the obligations to implement CFTA or CETA. All such challenges shall be subject to Humber's dispute resolution procedure in Appendix A. Each Proponent shall be allowed a sufficient period of time to prepare and submit a challenge, which in no case shall be less than ten (10) days from the time when the basis of the challenge became known or reasonably should have become known to the Proponent.

4.6.2 Humber shall promptly inform participating Proponents of its contract award decisions, and, on the request of a Proponent, shall do so in writing. Subject to the Freedom of Information and Protection of Privacy Act ("FIPPA") and not disclosing Proponent information that might prejudice fair competition between Proponents and other reasonable restrictions, Humber shall, on request, provide an unsuccessful Proponent with an explanation of the reasons why its Proposal was not selected and the relative advantages of the successful Proponent's Proposal. Humber shall provide unsuccessful Proponents,

until sixty (60) calendar days following the date of Agreement award, a right to request a debriefing.

4.6.3 All disputes arising out of or in connection with this Request for Proposal, or in respect of any legal relationship associated with or derived from this Request for Proposal, are subject to Humber's dispute resolution procedure in Appendix A.

4.7 **Financial Viability**

4.7.1 The Proponent should provide financial information (i.e. most recent annual report), banking information and/or guarantees necessary to adequately establish the Proponents financial capability for the project to be undertaken or services or products requested pursuant to this Request for Proposal as further detailed in Appendix I: Financial Viability Schedule.

SECTION 5 – GENERAL TERMS AND CONDITIONS

The following terms and conditions, including Humber policies and procedures (<http://humber.ca/policies/humber-policies-and-procedures>), govern this Request for Proposal. All Proponents agree to be bound by the terms and conditions set forth herein, except as may be amended by Humber in writing.

5.1 **Definitions**

5.1.1 "Request for Proposal" means this document, including the terms and conditions, any addenda, appendices, and the schedules attached to it and or referenced herein.

5.1.2 "Proponent" means the individual, vendor, company or organization responding to the Request for Proposal.

5.1.3 "Humber" means The Humber College Institute of Technology and Advanced Learning.

5.1.4 "Proposal" means the documents, proposal, bid submission, work plan, addenda, pricing and any other information submitted by the Proponent to Humber in response to the Request for Proposal.

5.2 **Request for Proposal**

5.2.1 The issuance of this Request for Proposal to any prospective Proponent shall not cause any express or implied commitment or undertaking on the part of Humber to acquire products or services.

5.2.2 Humber shall not be liable for any expense incurred by the Proponent resulting from a response to this or any Request for Proposal.

5.2.3 Proponents shall not disclose their Proposals or elements of their Proposals to third parties without the prior written consent of Humber, except to sub-contractors or similar third parties solely for the purpose of facilitating the preparation of the Proponent's Proposal, and not for the purposes of collusion with other Proponents under this Request for Proposal.

5.2.4 Proponent may revoke its Proposal at any time prior to the time fixed for the closing date and time of this Request for Proposal or thereafter prior to contract execution by delivering written notice of revocation to Humber.

5.2.5 All information provided by Humber to any Proponent is strictly confidential, and as such, shall neither be disclosed to a third party under any circumstances, except in support of its Proposal and subject to such third party being bound to the same duty of confidentiality, nor used for commercial purposes. Each page or partial page of confidential information contained within a Proponent's submission should be so marked.

5.2.6 Any information provided by the Proponent within the Proposal documents that are marked as proprietary or confidential will be deemed to be the confidential information of the Proponent and treated with the same level of protection that Humber would use to protect its own confidential information; subject to Humber's disclosure obligations under FIPPA.

5.2.7 If erasures or other changes appear in the Proposal, each erasure and change must be initialled by the person signing the Proposal in order to be effective.

5.3 **Document Wording**

5.31 The wording throughout this Request for Proposal shall be retained throughout without change, alterations or additions. Should the Proponent submit a proposal not in compliance with this section 5.3, that bid shall be considered void.

5.4 **Document Familiarization**

5.4.1 The Proponent acknowledges that it has based its submission on its own knowledge, field examination, information and judgment. The Proponent represents and agrees that by making its submission, it has assumed all risk of the Request for Proposal, even if it proves to be more onerous than was contemplated when the submission was made.

5.5 **Quantities**

5.5.1 Humber and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in the Request for Proposal or issued by way of addenda. Any quantities shown or data contained in this Request for Proposal or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work. It is the Proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to this Request for Proposal.

5.6 **Errors and Omissions**

5.6.1 While Humber has used considerable effort to ensure an accurate representation of information in this Request for Proposal the information contained in the Request for Proposal is supplied solely as a guideline for Proponent. The information is not guaranteed or warranted to be accurate by Humber, nor is it necessarily comprehensive or exhaustive. Nothing in the Request for Proposal is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the matters addressed in the Request for Proposal. In the event of any inconsistency or conflict in the Request for Proposal, the Proponent shall notify Humber prior to the submission closing time.

5.6.2 The Proponent shall not take advantage of any apparent error or omission in the Request for Proposal. Any work not specified which is necessary for the proper performance and completion of any part of the scope of work contemplated, which may be reasonably implied as included in the scope of work, shall be done so by the Proponent as if it had been specified and shall not constitute a variation in the scope of work to be done and shall not be subject to any claim by the Proponent to additional compensation. It is the responsibility of the Proponent to seek clarification from the Proposal Administrator in writing on any matter it considers to be unclear. Humber will not be responsible for any misunderstanding on the part of the Proponent concerning this Request for Proposal or its process.

5.7 Negotiations

5.7.1 Humber reserves the right to enter into negotiations with any Proponent to change or clarify its submitted proposal. A proposal submitted in response to this Request for Proposal, however, must be considered the Proponent's best offer, as Humber may choose not to enter into negotiations with any Proponent. Humber is not obliged to negotiate or execute a contract with any Proponent. The award of a contract shall be at the sole discretion of Humber. Humber reserves the right to limit requests for clarifications to a number of the top scoring Proponent as determined by Humber, regardless of the number of Proponent who qualified for the short list and evaluation results.

5.7.2 Humber further reserves the right to enter into negotiations and/or discussions with any one or more of the Proponents with respect to such terms and conditions as Humber may decide in its sole and absolute discretion, including without limitation for the modification of any Proposal, to discuss different or additional terms and conditions to those which have been provided to the Proponents or are in any Proposal or to add to, amend or modify any term or condition which has been provided to the Proponents or are in any Proposal, all without liability to itself.

5.7.3 If any Agreement cannot be negotiated with a Proponent, Humber, at its sole discretion, may terminate negotiations with the Proponent and negotiate an Agreement with another Proponent or abort the Request for Proposal process and decline to enter into any Agreement with any of the Proponents.

5.8 Humber's Rights

Humber's rights specified below are in addition to any other express rights or any other rights which may be implied in the circumstances and Humber and its respective representatives shall not be liable for any expenses, costs, losses or any direct or indirect or punitive damages incurred or suffered by any Proponent or any third party resulting from Humber exercising any of its express or implied rights under this Request For Proposal or otherwise, whether in contract, tort (including gross negligence) or under any equitable or other principle available at law or otherwise.

Humber reserves the right, in its sole and absolute discretion to:

5.8.1 Deem a Proposal to be unbalanced and may reject any and all Proposals, which it so deems, and for this purpose, "unbalanced" shall include, without limitation, a Proposal which does not reflect a realistic breakdown of the costs of each or any portion of the scope of work;

5.8.2 Adjust the totals in a Proposal where there are errors in extensions, additions or computations. In such cases and in all cases, the unit prices shown shall govern;

5.8.3 Reject any or all Proposals, accept a Proposal which is not the lowest price, reject a Proposal even if it is the only one received by Humber; and cancel the purchase at any time either before or after the receipt of the Proposal, without liability to itself, as the best interests of Humber may require, or as required in accordance with Humber's policies or procedures;

5.8.4 Make public the names of any or all Proponents;

5.8.5 Consider in a Proponent's scoring or reject a Proponent's Proposal on the basis of:

- i) A financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
- ii) Information provided by references;
- iii) The Proponent's past performance on previous contracts awarded by Humber;
- iv) The information provided by a Proponent pursuant to the Humber exercising its clarification rights under this Request for Proposal process; or
- v) Other relevant information that arises during this Request for Proposal process;

5.8.6 Inspect and have a demonstration of the goods and/or services offered prior to award of a contract and request evidence of experience, commercial and technical ability and/or financial and legal standing;

5.8.7 Waive formalities, technical defects, irregularities and omissions in a Proposal and may accept a Proposal, which does not comply with the formal requirements of the Request for Proposal, if in doing so the best interests of Humber will be served;

5.8.8 Remove from Humber's list of Proponents, the name of any Proponent for failure to accept a contract or for unsatisfactory performance or non-performance of a contract.

5.9 **Expenses**

Proponents shall not be reimbursed for any hospitality, incidental or food expenses, including:

- 5.9.1 meals, snacks and beverages;
- 5.9.2 gratuities;
- 5.9.3 laundry or dry cleaning;
- 5.9.4 valet services;
- 5.9.5 dependent care;
- 5.9.6 home management;
- 5.9.7 personal telephone calls;
- 5.9.8 toll charges,
- 5.9.9 accommodation; and
- 5.9.10 parking, including on Humber premises.

5.10 **Conflict of Interest**

5.10.1 Proponent, including its employees, agents and subcontractors, shall not engage in any activity which creates a Conflict of Interest with respect to the Request for Proposal contemplated and shall promptly notify Humber of any actual, potential or apparent Conflict of Interest that arises during the Request for Proposal. A "Conflict of Interest" is

at minimum, a situation in which financial or other personal considerations have the potential to compromise or bias professional judgement and objectivity. An apparent Conflict of Interest is one in which a reasonable person would think that the professional's judgement is likely to be compromised. A Conflict of Interest also includes any unlawful, unethical or fraudulent activity, or any violation by Proponent or its personnel of standard codes of business and ethical conduct. Each Proponent shall declare to Humber as part of its Proposal any situation that may be a Conflict of Interest or a potential or perceived Conflict of Interest between the Proponent and Humber.

5.11 Limitation of Liability

5.11.1 Notwithstanding anything herein to the contrary, any award for damages made against Humber in relation to this Request for Proposal's process and contract award, is limited to the actual costs incurred by the Proponent in preparing its Proposal in response to this Request for Proposal or the actual costs incurred by Proponent in commencing a challenge against Humber with respect to this Request for Proposal, whichever is lower.

5.11.2 The limitation of liability shall apply whether or not based on an allegation, whether in whole or in part, true or not, that Humber has conducted an unfair procurement process or in the event the Proponent experiences any technical issues either accessing the Request for Proposal on MERX Canadian Public Tenders website or submitting a Proposal to the Bonfire public portal.

5.12 Insurance

5.12.1 Proponent represents that as of the date of the notice of award and at all times during the term of this Request for Proposal and afterwards as necessary, it shall secure and maintain comprehensive general liability insurance, employers' liability insurance, and automobile liability coverage at its own expense, with financially sound and reputable insurers licensed to do business in Ontario. Such insurance coverage shall be in amounts and in type as is customary and sufficient for companies engaged in this business or as is required under the laws of Ontario and Canada and with limits not less than FIVE MILLION DOLLARS (\$5,000,000) for any one occurrence or claim, unless otherwise stated herein.

5.12.2 At minimum such insurance policy shall provide bodily injury, property damage, coverage for the activities and operations conducted by the Proponent and those for whom in law the Proponent is responsible, non-owned automobile coverage, contractual liability coverage and workers' compensation coverage to all staff, personnel and workers engaged in the performance of Proponent's duties and obligations under the Request for Proposal and subsequent Contract. At the request of Humber, Proponent agrees to provide a Certificate of Insurance or certified copy of the above insurance and add Humber as an additional insured.

5.12.3 All insurance policies shall contain a severability of interests' clause and cross liability clauses; be non-contributing with, and will apply only as primary and not excess to any other insurance available to Humber; and contain an undertaking by the insurers to notify Humber in writing not less than thirty (30) days before any material changes, cancellation, lapse or termination of the policies. The Proponent is responsible for payment of any loss or losses within the deductible.

5.13 **Subcontracting**

5.13.1 While any Proponent may have sub-contractors that form part of the Proposal (subject to final approval by Humber); ultimately there shall only be one Proponent and such Proponent shall be wholly responsible for the Proposal and for all obligations and liabilities that flow from the Proposal, including through any agreement or agreements that may ultimately result from this process. All proposed sub-contractors should be identified as part of the Proposal.

5.14 **Governing Laws and Regulations**

5.14.1 The Request for Proposal shall be construed, interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to the conflict of laws principles thereof and each party irrevocably and unconditionally submits to the jurisdiction of the courts of the Province of Ontario.

5.14.2 Each Proponent shall comply with all applicable Federal, Provincial and Municipal Statutes, Regulations, By-laws, and rules, including without limitation the Freedom of Information and Protection of Privacy Act, (Ontario) 1990 (FIPPA), Personal Health Information and Protection of Information Act (Ontario), 2004 (PHIPA), European Union's Global Data Protection Regulation (GDPR), Workplace Safety and Insurance Act 1997, Occupational Health and Safety Act 1990, Human Rights Code, 1990, Employment Standards Act, 2000, Canada's Anti-Spam Legislation, 2014 (CASL), the Personal Information Protection and Electronic Documents Act 2000 (PIPEDA), and the Accessibility for Ontarians with Disabilities Act, 2005 (AODA) as they pertain to this Request for Proposal and subsequent Contract (if applicable). In addition, pursuant to Ontario Regulation 429/07, Accessibility Standards for Customer Service, as provided for under the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), every person who deals with members of the public on behalf of Humber and/or who participates in the development of policies, practices or procedures, must receive training with respect to the provision of service to persons with disabilities. Failure to comply with applicable laws or by-laws, whether by a Proponent or any of its subcontractors, may result in the immediate termination of the services.

5.14.3 Each Proponent clearly understands and agrees that it is not, nor is anyone hired by it covered by Humber under the *Workplace Safety and Insurance Act* 1997 as amended, and the he/she/it shall be solely responsible for and shall pay all dues and assessments payable under applicable laws for its workers, staff, agents and personnel. Humber is not the employer of the Proponent, its workers, staff, agents or personnel under any circumstances whatsoever. Humber may, at any time prior to or during the performance of the contract request the Proponent to submit a letter of good standing from the Workplace Safety and Insurance Board and/or provide a Clearance Certificate.

5.15 **Smoke Free Campus Policy**

5.15.1 Proponent acknowledges that Humber is a smoke free campus effective January 1, 2019. As per Humber's Smoke Free Campus policy <http://humber.ca/policies/smoke-free-campus-policy-effective-january-1-2019> ("Policy"), smoking is prohibited on Humber property including the University of Guelph-Humber, Arboretum, all campuses, buildings, spaces, grounds, residence facilities and all vehicles and/or boats owned or leased by Humber or used under the direction of Humber or any vehicle on Humber property, subject to special exemptions as defined by the Policy and the Smoke-Free Ontario Act 2017 and in accordance with applicable laws. Smoking shall include without limitation: smoking

tobacco or other materials and holding lit tobacco or other materials intended for smoking (e.g.: cigarettes, cannabis); includes all types of e-cigarettes, vaping or any other implement or device used to emulate the act of smoking which involves the production of any airborne contaminants or substances including the use of pipes, water pipes, hookahs, holders, or other instruments used for similar purposes.

5.15.2 Proponent agrees to comply in all respects with the Policy and to enforce compliance against its employees, agents, invitees, contractors and other persons under the control and supervision of Proponent on Humber property. Any violation of this provision shall be considered to be a default under this RFP/Agreement/Contract which may result in early termination of this RFP/Agreement/Contract and, without limiting Humber's rights and remedies in consequence of such default and/or termination available in contract or at law, damages. In addition to the foregoing, failure to comply with the Policy and the Smoke-Free Ontario Act 2017 while on Humber property, may result in penalties and/or fines as issued by a Municipal Tobacco By-law Enforcement Officer. Individuals may be subject to personal fines levied as a result of non-compliance. Notwithstanding anything in this RFP/Agreement/Contract to the contrary, no liability shall attach to Humber for any failure to enforce this provision (or similar provisions in other agreements).

5.15.3 For more information please refer to Humber's Smoke Free Campus Policy which can be found at <http://humber.ca/policies/smoke-free-campus-policy-effective-january-1-2019>.

5.16 **Sustainability**

5.16.1 If applicable, provide any information on your company or products as related to sustainability or green initiatives, such as recycled materials, disposal, lean construction practices, waste management etc. Where applicable and practical please submit information such as certificates verified by third parties, company brochure(s), MSDS etc. in electronic format, to Bonfire under the "Additional Documents" heading.

5.16.2 Wherever practical and without compromising product quality, proponents are requested to use products which are sustainable, environmentally safe, renewable, reduced packaging, reusable packaging, locally recyclable packaging etc.

5.16.3 Humber is committed to improving the environmental sustainability of our operations, including renovations based upon the principles of continual improvement, environmental sustainability and social and economic responsibility.

5.16.4 In some cases, Humber may ask proponents to provide documentation to support information provided in bid submissions.

Aligned with this commitment, Humber College expects the following:

5.16.4.1 Recycling and Waste Management

We expect contractors to minimize the waste they produce on all Humber projects, and recycle as much material as possible, diverting from landfill disposal including but not limited to:

Carpet

All old carpet removed from Humber College must be recycled at an approved facility. The cost of this must be included in your quoted costs.

The contractor is responsible for rolling or cutting, stacking and wrapping carpet and carpet materials (under pads, etc.) according to recycling facility requirements.

A copy of the recycling certificate must be submitted with your invoice. A report at certifying the volume of carpet both recycled and not recycled from Humber College is required (Waste Diversion Certificates).

Annual updates of any changes to the process is required.

Approved facilities include:

Viking Recycling – 416-452-7873 hello@vikingrecycling.ca (carpet removal)

CSR Eco Solutions - MJ Brunt mjbrunt@csr-eco-solutions.com

Other Flooring Materials

All old flooring removed from Humber College must be recycled when possible. A report at the end of the project must be submitted which identifies how much recycle and waste material was removed.

Metal Recycling

All metal waste as a result of demolition shall be recycled including wire, conduit, rebar, ductwork, etc.

Drywall Recycling

All drywall as a result of demolition or construction waste shall be recycled.

Other Recycling

Any other material generated during the project that is commonly recyclable such as cardboard, wood, etc. shall be recycled.

5.16.4.2 Record keeping

A report recording the weight in tonnes for all recycling and waste material taken offsite as part of the work completed must be submitted with the invoice. The volume of all material must be accounted for so to be included in our annual waste audit.

5.16.4.3 General Site Practices

- .1 Conserve energy. Turn off all lights when not occupying a room.
- .2 Keep all windows closed when working and the air conditioning or heat in the buildings is turned on.

5.17 **COVID-19 Measures:**

5.17.1 Humber College and the University of Guelph-Humber will continue to have a mask mandate in place until June 30, 2022. Well-fitted masks that cover the nose and chin will continue to be required within any indoor college facilities. Proponents are encouraged to continue to complete the self-screening in the Humber Guardian app before coming to campus each time, and to stay up to date with their COVID-19 vaccinations as an added layer of protection. As a reminder, if you are feeling unwell, do not come to campus. Refer <https://humber.ca/campus-return/vaccination-information>.

5.17.3 Proponent must agree to comply in all respects with the Policy and to enforce compliance against its employees, agents, invitees, contractors and other persons under the control and supervision of proponent on Humber property. Upon award of contract, the successful Proponent is responsible to ensure their staff and subcontractor's staff comply, as Humber will have zero-tolerance for non-compliance with COVID-19 measures. If any service provider staff who knowingly comes onsite who has not been double-vaccinated; has a current positive COVID-19 result; is unwilling to comply with the mask mandate; and/or who willingly shows up with any of the above symptoms, will be expelled from the site and banned from re-entry, and at the same time the service provider risks termination of their contract with Humber. Proponents who will come to Humber site for their projects are required to be fully vaccinated (no exemptions). Proponents shall download and complete the self-assessment in the **Humber Guardian App**.

APPENDIX A – CONTRACTING TERMS AND CONDITIONS

This Request for Proposal, the successful Proponent’s Proposal, and any specific terms and conditions negotiated between the parties, shall form the final contract governing the provision of the Goods and Services (“Contract”).

1 Proponent Representations and Warranties

The successful Proponent represents and warrants as follows:

- 1.1 to perform the Contract in accordance with its terms;
- 1.2 to provide Goods and/or Services that substantially comply with the applicable specifications for the applicable warranty period, and to replace any damaged or defective Goods and/or Services that fail to so conform;
- 1.3 the terms of the Contract are valid and binding obligations on the successful Proponent;
- 1.4 successful Proponent has adequate facilities, resources, training and expertise to perform the Services and/or provide the Goods contemplated by the Request for Proposal, and ultimately reflected in the Contract;
- 1.5 all Goods and/or Services hereunder shall be provided in full compliance with applicable laws as outlined in section 5.14: Governing Laws and Regulations of the Request for Proposal;
- 1.6 the successful Proponent is a company or other entity in good standing and has the full right to enter into a Contract and to perform all of its obligations hereunder and there are no contractual or legal restrictions prohibiting it from carrying out the Request for Proposal or Contract; and
- 1.7 all deliverables, including any data, documents, trade-marks, copyrights, information and other intellectual property rights provided or used do not infringe any third party copyrights or other intellectual property rights.

2 Terms of Payment

- 2.1 Humber shall pay any undisputed amounts in net thirty (30) days following receipt of an invoice from the successful Proponent. Payments will be made through electronic funds transfer. The successful Proponent must submit all required banking information on the successful Proponent’s company letterhead upon contract award to facilitate this payment method. The correct purchase order number or other agreed upon identifying information must be clearly displayed on all invoices. Invoices should be submitted electronically to:

The Humber College Institute of Technology and Advanced Learning
Attn: Accounts Payable
205 Humber College Blvd. Room B311
Toronto, ON M9W 5L7
Email: fminv@humber.ca

- 2.2 In the event of a payment dispute under the Contract, Humber shall pay the undisputed amounts and the parties shall cooperate in good faith to resolve such dispute in a timely manner in accordance with the dispute resolution process outlined herein. Upon resolution of such dispute, the successful Proponent will re-invoice Humber for the amounts the parties mutually agree are due and Humber shall pay such amounts net thirty (30) days following receipt of the re-invoice.
- 2.3 Any taxes or other payments required to be made to any level of government relating to the goods and services under the Contract (including, without limitation, income taxes, employment insurance premiums, health insurance, Canada/Quebec Pension Plan contributions, and H.S.T) shall be paid by the Proponent and Humber shall have no liability for responsibility for the withholding, collection or payment of such taxes or payments of any nature on behalf of, in respect, or for the benefit of the successful Proponent.
- 3 **Acceptance and Rejection of Goods and Services**
- 3.1 All Goods and Services provided or performed pursuant to this Request for Proposal and/or subsequent Contract are subject to examination and verification by Humber. Such examination may include, without limitation, verification of the following conditions:
a) conformance with the specifications and the terms of this Request for Proposal and/or subsequent Contract (i.e. quality, volume);
b) there is no damage or breakage; and/or
c) the Goods are operable and functional.
The Goods and Services will be considered accepted (“Acceptance”) when Humber provides successful Proponent written notice of acceptance.
- 3.2 Humber may, at its discretion, return rejected Goods to the successful Proponent at the successful Proponent’s expense for, at Humber’s option, either:
a) full credit or refund of all amounts paid by Humber to successful Proponent for the rejected Goods; or
b) replacement Goods to be received within the time period specified by Humber.
- 3.3 Humber may, at its discretion, reject the Services performed by the successful Proponent and at Humber’s option, request either:
a) full credit or refund of all amounts paid by Humber to successful Proponent for the Services rejected by Humber; or
b) the successful Proponent to take corrective action regarding the performance of and/or re-perform the Services so as to complete the Services in material compliance with its obligations as per this Request for Proposal and/or subsequent Contract.
- 3.4 Successful Proponent’s failure to provide the Goods and Services and/or deliverables that materially conform to the specifications outlined in the Request for Proposal and/or Contract may constitute a breach and this section 3.2 does not limit any remedy Humber may have for such breach.
- 3.5 Humber’s examination, testing, acceptance or use of the Goods or Services hereunder, shall not limit or affect the successful Proponent’s warranty obligations hereunder or the subsequent Contract, with respect to the Goods or Services and such warranties shall survive examination, test, acceptance and use of the Goods or Services.

4 **Confidentiality**

- 4.1 The Proponent clearly understands and agrees that all of the information within this Request for Proposal and all information supplied by Humber as part of the Request for Proposal or afterwards a part of the Contract, is the sole and exclusive property of Humber (“Information”), of which Humber is entitled to protect. The Proponent shall only use the Information for the purposes of creating the Proposal or if awarded the Contract as needed to perform or complete the scope of work. The Proponent must at all times hold and maintain Information in trust and confidence for Humber and shall use reasonable efforts to protect the Information from any harm, tampering, unauthorized access, modification, misuse, misappropriation, copying or disclosure.
- 4.2 The Proponent shall not, without the prior written consent of Humber, disclose any Information to any person or entity other than its employees, officers, directors, contractors, agents, professional advisors, as applicable, and in such event only to the extent necessary for the purposes of creating a proposal for this Request for Proposal or if awarded the Contract as needed to complete the scope of work. Furthermore, the Proponent shall, prior to disclosing any Information to its employees, officers, directors, contractors, agents, professional advisors, issue appropriate instructions to them and obtain their written agreement to receive and use the Information on a confidential basis under the same conditions contained within this document. Other than as outlined above, no Information may be disclosed by Proponent in any manner whatsoever without the prior written approval of Humber, which approval may not be unreasonably withheld.
- 4.3 Notwithstanding the foregoing, Information does not include: (i) any information that at the time of disclosure is or thereafter becomes generally available to the public other than as a result of a disclosure by the receiving party; (ii) any information that was available to the receiving party on a non-confidential basis before the date of this Request for Proposal; (iii) any information developed by the receiving party independently of the disclosure by the disclosing party; or (iv) any information that becomes available to the receiving party on a non-confidential basis from a third party who is not, to the reasonable knowledge of the receiving party otherwise bound by confidentiality obligations to the disclosing party or otherwise prohibited from transmitting the information to the receiving party.

5 **Termination**

- 5.1 To the extent permitted by law, any subsequent Contract may be terminated without notice, at Humber’s sole and absolute discretion, should any of the following events occur:
- a) The successful Proponent becomes insolvent, assigns its property following the filing of a petition for bankruptcy, becomes bankrupt following the rejection of a proposal in bankruptcy or is declared bankrupt by a court of competent jurisdiction;
 - b) The successful Proponent winds up its business or liquidates substantially all of its assets or is dissolved as a corporate body;
 - c) If a creditor takes possession of the business of the successful Proponent or of all or substantially all of its assets or if such business assets are placed under receivership.

- 5.2 Humber may terminate the Contract with the successful Proponent without cause, upon the provision of sixty (60) days' prior written notice to the successful Proponent. Successful Proponent will remain liable for the Goods or Services under the Contract up to and including the effective date of termination and Humber shall remain liable for the costs of such Goods or Services; unless otherwise agreed between the parties.
- 5.3 Either Party may terminate this Request for Proposal or subsequent Contract, if a party breaches any provision of Request for Proposal or subsequent Contract and such breach continues for more than twenty (20) calendar days after delivery of a written notice by non-breaching party requesting remedy of such breach. Subject to the dispute resolution procedures outlined herein, if the nature of the breach is such that it cannot be cured, the non-breaching party may terminate this Request for Proposal and/or subsequent Contract immediately upon written notice to the party in breach.
- 5.4 Termination of the Contract shall not relieve either party of any claims against it that arise under the Contract before the effective date of termination.

6 **Indemnification and Limitation of Liability**

- 6.1 The successful Proponent agrees to indemnify and hold harmless Humber, its Board of Governors, subcontractors, students, employees, servants, contractors and/or agents from any and all damages, fines, fees (including without limitation legal fees and expenses), penalties, deficiencies, liabilities, losses, claims, demands, actions, suits and proceedings (each a "Claim") which may arise out of or in connection with, either directly or indirectly:
- a) breach of any of the terms of the Contract by the successful Proponent, its employees, agents, subcontractors, suppliers and servants;
 - b) any negligent or wilful action or omission by the successful Proponent, its employees, agents' subcontractors, suppliers and servants;
 - c) its failure to perform its duties and obligations under the Contract;
 - d) any taxes, interest or penalties attributable to it;
 - e) any infringement or misappropriation of the intellectual property rights (including without limitation any rights in respect of patents, trade-marks, copyrights, know-how and confidential information) in connection with the performance of the Contract;
 - f) any breach by it or its employees, agents, subcontractors, suppliers and servants of any applicable law, regulations, order or decree or
 - g) defects in any materials, goods or data supplied by successful Proponent to Humber;

except that successful Proponent shall not be liable to Humber for a Claim to the extent that it is solely caused by the negligence, wilful misconduct or omissions of Humber, its employees, agents or subcontractors.

- 6.2 For clarification only, the indemnity provision contained in Sections 6.1 is intended to address responsibility for direct and indirect third party claims only and in no event shall it limit or shall it be construed as limiting the claims that may be made by the parties against each other or the associated remedies available to them in connection with the performance, purported performance or non-performance of the Contract. Instead, general limitations upon these claims and remedies are set out in Sections 6.3 and 6.4 and are limited to the present and future assets of Humber.
- 6.3 Notwithstanding any other provision of the Contract, including for further certainty the indemnity obligations of Humber, if any, set out therein, in no event whatsoever shall the aggregate liability of Humber, its Board of Governors, directors, officers, employees, subcontractors, students or agents to successful Proponent, its employees, agents, subcontractors, suppliers and servants, for claims in connection with the activities of the Contract exceed a total, aggregate amount for all such liability, of the total Contract value/any amount recoverable under Humber's insurance policy, regardless of the legal theory under which such liabilities may arise (including without limitation negligence, torts of any other kind, breach of contract up to and including for fundamental breach, and breach of any of the warranties and misrepresentations contained herein or otherwise made by any of the foregoing in connection with the performance of the Contract).
- 6.4 In no event shall Humber, including its Board of Governors, directors, officers, employees, subcontractors, students and agents have any liability to the successful Proponent for any consequential or indirect damages of any kind whatsoever arising out of the performance, non-performance or purported performance of the Contract, including but not limited to, damages relating to loss of opportunity, loss of revenue, loss of profit, loss of use or other purely economic losses or any similar losses, whether arising in negligence, tort, statute, equity, contract, common law or any other cause of action or legal theory.
- 6.5 Successful Proponent hereby waives and releases any recourse in respect of the Contract against every part of the Crown, Her Majesty the Queen in right of Ontario, other than Humber as specified herein.
- 7 **Intellectual Property (Not Applicable)**
- 8 **Use of Name, Logo and Public Announcements**
- 8.1 Proponent will not use or reproduce Humber names, logos and trademarks in any manner whatsoever without the prior written permission from Humber.
- 9 **Dispute Resolution**
- 9.1 Where any dispute or claim arises between Humber and a Proponent as to their respective rights and obligations under this Request for Proposal or Contract, either party may have access to the dispute resolution process specified below in section 8.2 and 8.3.
- 9.2 If a dispute arises out of, or in connection with this Request for Proposal or Contract, the parties agree within ten (10) business days of one party receiving notification of a dispute from the other party, to have a meeting between senior officials of each party to make reasonable good faith efforts to resolve the dispute by amicable negotiation. All

negotiations pursuant to this section 8.2 are confidential and shall be treated as compromise or settlement negotiations and therefore deemed to be without prejudice.

- 9.3 If the dispute or claim remains unresolved for more than fourteen (14) days, the parties agree to submit the particular matter to arbitration in accordance with the provisions of *The Arbitration Act of Ontario*, R.S.O. 1990, c. A-24, as amended and all parties agree to cause such arbitration to be conducted in a proper and expeditious manner in accordance with the provisions of *The Arbitration Act* and any determination made as a result of those proceedings, including the awarding of any costs pursuant thereto, shall be conclusive and binding on the parties hereto for the purposes of this Request for Proposal and Contract. The arbitration will be held in Toronto, Ontario and carried out in English.

10 **Force Majeure**

- 10.1 In the event that a party is prevented from performing its obligations under the Contract due to circumstances beyond its reasonable control, applying reasonable foresight and due diligence, by an event of Force Majeure, then the party claiming such event of Force Majeure shall: i) notify the other party in writing within five (5) days of such event occurring; ii) promptly develop a workaround strategy; and iii) use all commercially reasonable efforts to provide a workaround and to otherwise resume service to the applicable standard. The application of this Force Majeure provision shall be limited to thirty (30) days.
- 10.2 For the purposes of this Contract, an event of Force Majeure is a delay caused by circumstances and conditions beyond the reasonable control of the party affected, not caused by the affected party and which prevents the affected party from fulfilling its obligations under the Contract or which will substantially delay such fulfillment and shall include but not be limited to the following: decrees of Governments, acts of God, fires, floods, war, weather, disease, riots, acts of terrorism and atomic or nuclear incidents.

11 **Covid Disruption**

- 11.1 Humber and Proponent acknowledge that there may be certain delays associated with regular construction operations, construction scheduling and securing supplies due to the outbreak of the COVID-19 virus (a "COVID Delay").
- 11.2 Proponent shall take such measures as are reasonably necessary to mitigate the effects of the COVID Delay, including without limitation, notice to Humber regarding operation and scheduling delays and alternative sources of supply where available.
- 11.3 Proponent shall notify Humber of its efforts to obtain alternative sources of supply, and seek Humber's prior approval in the event it seeks recovery of any additional costs for such alternate sources involving additional cost. Additionally, Proponent shall propose alternate construction schedule to meet project deliverables to Humber for review and approval.
- 11.4 If Humber elects to source by alternative means, the additional costs of that should be Humber's responsibility, covered by Change Order.

11.5 The foregoing does not intend to limit the parties rights with respect to Force Majeure, in accordance with section 10.

12 **Agreement to Bond**

12.1 The Proponent must have the Agreement to Bond form of this contract completed by their Bonding Company and the same must be submitted with their proposal in order to validate their bids.

12.2 The successful Proponent upon receipt of written notice from Humber awarding the Contract shall provide a Performance Bond and Labour and Material Payment Bond, each in the amount of 50% of the total award, to guarantee the performance of all obligations of the Contract.

12.3 For Agreement to Bond form, refer to **Appendix J** enclosed.

APPENDIX B –PROPOSAL COVERING FORM

Request for Proposal number: _____

Request for Proposal name: _____

Proponent’s registered legal business name and mailing address:

Proponent’s representative’s full name, telephone, and email numbers:

The Proponent hereby represents, agrees, declares and/or acknowledges that:

- a. The proponent submits that they have thoroughly reviewed this document together with the following Addenda and hereby accepts and agrees to all provisions and conditions stated therein and has included fully for all requirements in the Pricing:

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

- b. The information that is submitted is, to the best of the Proponent’s knowledge, complete, accurate and up-to-date;
- c. Proponent consents to the disclosure of its information, including any information identified as confidential by it, by Humber to any of Humber’s consultants or advisors who may be retained for the purposes of evaluating the information, as well as Humber’s employees and officers, who need to know in relation to the Request for Proposal and the procurement of the Goods and Services;
- d. The Proponent has specifically identified any information in its submission for which confidentiality is to be maintained by Humber (rather than the Proposal as a whole);

- e. The Request for Proposal and this Proposal do not create any legal obligation on the part of Humber or restrict Humber’s rights regarding the procurement of any good or service;
- f. It consents to Humber performing checks with any customer references provided and with any other relevant references;
- g. It is not in a position of a conflict of interest in respect to responding to the Request for Proposal and providing the Proposal or, if awarded the work, entering into an agreement with Humber, performing the services and providing the deliverables, or, if it is in a conflict of interest, has fully disclosed such conflict of interest as an Exhibit “A” to this Submission Covering Form;
- h. The Goods and Services are warranted to perform as specified in the Proposal;
- i. It will obtain at its own cost all permits, licenses and approvals required in connection with the supply of the products and services pursuant to this Request for Proposal;
- j. To the extent applicable, the Proponent acknowledges and agrees that Humber shall have no liability to Proponent or its sub-contractors in respect of the conduct of the procurement process relating to this Request for Proposal by Humber, whether in contract or tort or otherwise, and including, without limitation, for costs that the Proponent or its sub-contractors incur with respect to the procurement process or for any loss of profit the Proponent or its sub-contractors incur as a result of not being awarded a contract under this procurement process. The limitation of liability shall apply whether or not based on an allegation, whether in whole or in part, true or not, that Humber has conducted an unfair procurement process or in the event the Proponent experiences any technical issues either accessing the Request for Proposal on MERX Canadian Public Tenders website or submitting a Proposal to the Bonfire public portal.

Proponent Name: _____

Signature of
Authorized Person: _____

I have authority to represent and bind the Proponent.

Signatory Name:
Title:
Date:
Telephone:

APPENDIX C – SCOPE OF WORK

Including but not limited to:

- 1.1 Humber is seeking a General Contractor (GC) to perform all work as described in this scope of work document, project drawings and specifications so as to provide all services required to construct, install, test and deliver a complete and operable facility within the anticipated completion timeline defined in the submission/proposal. The Contractor shall also provide all adequate and competent construction management, personnel, supervision, staff, labour, construction planning, scheduling and documentation in order to complete the work in accordance with the Standard of Performance
- 1.2 Refer to the attached project Drawings & Specifications for scope of work:

See list of drawings and specifications on page 04 (section 6: Attachments)
- 1.3 This project will include the demolition of the existing Bookstore and Print Shop. The project will upgrade these spaces to include a new bookstore, future retail spaces, townsquare and renovations to the existing corridor space. Scope of work includes but is not limited to: abatement, demolition, construction, structural, electrical, mechanical, communication, security, architectural finishes (flooring, painting, ceilings etc.) doors frames and hardware, lighting, and Seimens (Fire, BAS).
- 1.4 Work with Humber and its consultants to execute the project.
- 1.5 General contractor to carry the cost for recycling and waste management. Recycling certificates must be submitted to Humber.
- 1.6 Works creating heavy noise must be done between 10:00PM – 7:00AM.
- 1.7 Demolition contractor to review Designated Substances Survey from Safe Tech Environmental for Retail Phase 4 Project Project and refer to specification, prior to undertaking demolition activities note specific areas where designated substances are located. Refer to demolition drawings.
- 1.8 General contractor to carry the cost for BAS system. The mechanical contractor and controls contractor need to coordinate their work with Siemens for the new BAS system. This includes any updates required to the graphics on our BAS and fire alarm systems resulting from the renovation.

Siemens' contact information:

Youngjun (Jason) Seo

BAU Service Account Executive, Building Automation & Energy Services

Siemens Canada Ltd. Smart Infrastructure (SI RSS-AM Z8 TOR)

1577 North Service Road East, Oakville ON L6H 0H6, Canada

Mobile: 647-267-0754, <mailto:youngjun.seo@siemens.com>

- 1.9 General contractors shall develop a draft project delivery schedule along with their proposal. Your project delivery schedule will be evaluated as part of your submission.
- 1.10 General contractor should also account for biweekly construction status meetings to address the following:
- a. Any outstanding issues;
 - b. Look ahead for the next two week and completed deliverables for the previous two week;
 - c. Updates on requests for information (RFIs) and Shop drawings that have been submitted, and their status;
 - d. All change orders that have been submitted, approved and pending, with an aggregate total of the time and cost effects of the Project change orders to date; etc...
- 1.11 The lighting control system of the building is by OSRAM Encelium wireless controls. Contact information:
Rafael Evangelista
Email: revangelista@salex.ca
Web site: <https://www.salex.ca>
- 1.12 General contractor to carry cost for supplying, installing and licensing for the cameras and card readers. Humber's Vendor of Record list for Security contractor below:
- a. Andrew Pierce, Vice President, 360 Advanced Security
Office: 416-798-2228
Fax: 416-798-3962
Cell: 647-212-9654
360 Carlingview Drive Toronto, Ontario M9W 5X9
andrew.p@360asc.com
 - b. Healey Willan, Account Executive, Convergent Technologies
483 Bay Street, Suite B1-08C&D, Toronto, Ontario, M5G 2C9
Cell: 647-390-5159
healey.willan@convergent.com
- Refer to tender drawings for card reader & camera locations and quantity.
- 1.13 General contractor to carry cost for water meter supply and integration.
Contact QMC Metering Solutions, Mr. Brandon Ramsundar, email: brandon@qmmeters.com,
Tel: 431-881 3444
- 1.14 Ensure that appropriate close-out documents, as-built information manuals and warranties are turned over to Humber by end of project. One (1) paper copy and one (1) digital.

APPENDIX D – FORMAT OF PROPOSAL RESPONSE**Proposal Format:**

Proposals should completely address, on a point-by-point basis, each requirement identified in this Request for Proposal, and each copy of the Proposal should be complete in all respects.

Respondents should follow the format outlined in this section, to facilitate comparison and evaluation of Proposals.

The Proponent's Proposal should at minimum include:

- Cover Page (page 2 of this RFP) with an executive summary confirming that the project scope is understood
- Proposal Covering Form
- Completed Response to Proponent Response Sheet
- Completed Pricing Schedule
- Completed Financial Viability Schedule
- References Form
- List of Suppliers and Subcontractors
- Agreement to Bond

Identifying Information:

If the Proponent is a joint venture or partnership, all information required by this Section must be submitted for each participant in the joint venture or partnership.

Each Proponent should submit the following information and supporting documentation:

- (a) name;
- (b) brief overview of the company background;
- (c) whether incorporated, partnership, sole proprietorship or other;
- (d) date of incorporation or date of formation of partnership, if applicable;
- (e) registered office;
- (f) organizational chart, if applicable;
- (g) list of contracts, identifying those of similar size and scope; and
- (h) evidence of Proponent's past experience.

APPENDIX E – PROPONENT RESPONSE SHEET**Requirements:**

Please complete this section in its entirety. Failure to respond to any requested information will be deemed as unresponsive. Subsequently, no points will be assigned to these sections during the evaluation process.

Please answer each question in full and in the same sequence as that in the sheet below and submit it on Bonfire. Promotional literature, company stock brochures, photographs etc. may be included in additional information. Any other form of submission will not be accepted.

Request for Information:**(a) Company History/ Experience/ Assigned Personnel:**

Provide a brief synopsis of your firm's background and areas of expertise in educational environments for similar renovation projects. Include the address, telephone number and email address of your main office, primary contact for this document and any regional/local offices from which the work is to be directed. Also, include following information:

- i) Assigned Key Personnel to the project
- ii) Relevant experience of the Key Personnel
- iii) Has the proposed team worked together before? What projects?
- iv) Has the proposed team demonstrated an ability to meet schedules

(b) Experience on Similar Projects:

List and provide a brief description of at least three current or recently completed contracts which are comparable to the proposed service contract and which demonstrate relevant capabilities of your firm. Where practical include education facilities. Also, complete and include the three (3) references form as per **Appendix H**.

(c) Project Approach, Implementation Plan and Project Delivery Schedule:

Explain your approach to this project based on your understanding of this project. Explain why your firm is most suited for this project. The Proponent should also submit a detailed project implementation plan of the services it will provide including all tasks, milestones and timeframes for the initial project implementation, which is to occur during a negotiated time period. This can be accomplished using charts, graphics or other tools. The names of the individuals performing each task should be included.

(d) Sustainability And/Or Corporate Social Responsibility:

- i) Provide any information on your company or products as related to corporate social responsibility and/or sustainability or green initiatives, such as recycled materials, disposal, initiatives to reduce GHG emissions, energy consumption and / or water consumption etc. Where applicable and practical please submit information such as company brochure(s), MSDS sheet(s), etc. in electronic format.

- ii) Proponents are required to submit that they have used and will provide products with reduced packaging, or reusable or locally recyclable packaging, wherever practical and without compromising product quality

APPENDIX F – EVALUATION PROCESS & CRITERIA

The evaluation will be a two (2) stage approach. The intent of the two (2) stage evaluation process is to ensure that products or services are evaluated initially on the basis of Humber’s criteria only, without regard to pricing. If Proponents attempt to indicate pricing outside of the process indicated above the Proponent shall, at Humber’s sole discretion, be deemed non-compliant and given no further consideration.

Stage 1 – Proponent Qualification

Each Proponent will be scored based on the Proposals, **excluding pricing**. Proponents must achieve a minimum score of **45 points** in stage 1 for their pricing to be considered in Stage 2. The initial evaluation will consist of, but not be limited to the following:

- Compliance with requirements (including without limitation technical specifications, functional specifications, implementation services, and legal and privacy requirements.)
- Qualifications, expertise and related experience (including without limitation a review of references, past performance, completion history (ability to meet deadlines), litigation and claims history).
- Achievements on comparable scopes of work.
- Project approach and understanding.
- Administration and Management
- Proponent presentation (if applicable)

Stage 2 – Pricing Score

The pricing document will be opened and scored using the pre-set marking scheme.

Subsequently, both the stage scores will be combined to get a Total final score. Proponent with the highest final score will be recommended for award.

Evaluation Matrix

| Weight (points) | Criteria | Proponents |
|-----------------|---------------------------------------------------------------------|-----------------------|
| 70 | TOTAL STAGE 1 | Criteria total |
| 20 | Company History/ Experience/ Assigned Personnel | |
| 15 | Experience on Similar projects, References | |
| 30 | Project Approach, Implementation Plan and Project Delivery Schedule | |
| 5 | Sustainability And/Or Corporate Social Responsibility | |
| 30 | TOTAL STAGE 2 | Criteria total |
| 30 | Proponent Pricing | |
| 100 | TOTAL SCORE | |

APPENDIX G – PRICING SHEET**General**

Prices must be quoted in Canadian dollars and should include any customs duties or tariffs. Prices shall not be subject to adjustment for fluctuation in foreign exchange rates. All prices quoted, unless otherwise instructed in this Request for Proposal, shall remain firm for the period set out in the Proposal and in the Contract. All prices should be quoted exclusive of the goods and services tax and federal or provincial taxes or other similar taxes, each of which, if applicable, should be stated separately.

Estimates

Quantities supplied by the Humber in this Request for Proposal are estimates only and are used by Humber for the purpose of evaluating Proposals and may be subject to change prior to final contract negotiations being completed.

Cost Reduction Initiatives

Where/as/applicable, the Proponent should provide details regarding any cost reduction initiatives the Proponent feels could be implemented immediately upon award of the Agreement. The Proponent should explain the recommended processes to be implemented including the benefits.

Discounts

The Proponent should provide details on any discounts for early payment of invoices, however any such discounts must be for not less than **two percent/twenty days** and/or **net 30 days** to be considered in the analysis.

Pricing Schedule

The Pricing schedule should be completed as outlined in the Pricing Schedule. The Proponent must identify all products and services necessary to deliver the system being procured. The Proponent must not alter the format of the Pricing Schedule in any way. Columns are not to be added or deleted. Rows can be added to accommodate additional information as needed.

Prices are inclusive of all material, labour and equipment required to complete the work, including but not limited to all applicable taxes, overheads, profits and all other associated vendor expenses, in Canadian Dollars.

Any portion of the work not specified but found to be required to complete the work as described in the documents will be considered as if specified and considered included in the price listed.

Work hours will be conducted during daytime, evening and weekends where applicable (except works which create excessive noise must be done between 10:00PM – 7:00AM).

Pricing Schedule:

| ITEM | DESCRIPTION | EST. / QTY | TOTAL PRICE |
|------|---------------------------------------------------------------------------|----------------|----------------------|
| | Base Bid Price | | |
| 1 | General contracting work to complete the work as defined in RFP document. | Lump sum | \$ |
| 2 | Bonding cost | Lump sum | \$ |
| 3 | Testing & Inspections | Cash Allowance | \$ 5,000.00 |
| 4 | Finish Hardware – Supply and Install of Door Hardware | Cash Allowance | \$ 15,000.00 |
| 5 | Cutting / Patching / Levelling / Underlayment of Existing Concrete Floor | Cash Allowance | \$ 25,000.00 |
| 6 | Glass 3M – Signage, and accessible glass denotations (as per Humber) | Cash Allowance | \$ 15,000.00 |
| 7 | Engineered Structure for TV in Bookstore, Sliding Security Screen. | Cash Allowance | \$ 10,000.00 |
| 8 | Asbestos Abatement | Cash Allowance | \$ 100,000.00 |
| 9 | Fire Proofing | Cash allowance | \$ 25,000.00 |
| 10 | Infinity TV Wall in Townsquare | Cash allowance | \$ 150,000.00 |
| | Base Bid Price excluding HST | | \$ |

Proponent Name: _____

APPENDIX H – REFERENCES FORM

The Proponent should provide details of the existing major accounts or contracts executed in last 5 years similar to that proposed by this Request for Proposal. Project size, scope and description including number of users, implementation timelines (including start and end dates), implementation approach, integration with other systems, etc. should be provided. A list of the major issues encountered and means of problem resolution employed should also be provided. Proponent should provide contact names, email addresses and phone numbers of references for the projects. Humber reserves the right to contact these references to obtain details regarding the Proponent’s performance.

Proponents should list at least three (3) references including contact information for clients to whom the Proponent has provided goods and services.

| <Client Reference 1> | |
|------------------------------------|-----------------------------------------------------------------------------------------------------|
| Company Name | |
| Industry | |
| Address | |
| Contact Name | |
| Title | |
| Telephone Number | |
| Email Address | |
| Web Site | |
| Current or Previous Client? | |
| <XXXXXX> Implementations | |
| Scope of Involvement | <Please describe the scope of involvement and general overview of the work being performed> |
| Delivery Timelines | <Describe the delivery timelines that were involved for the main purchase> |
| Service Issues | <Describe any technical or procedural obstacles that were encountered and how they were addressed.> |
| Contract Value | |

| <Client Reference 2> | |
|------------------------------------|-----------------------------------------------------------------------------------------------------|
| Company Name | |
| Industry | |
| Address | |
| Contact Name | |
| Title | |
| Telephone Number | |
| Email Address | |
| Web Site | |
| Current or Previous Client? | |
| <XXXXX> Implementations | |
| Scope of Involvement | <Please describe the scope of involvement and general overview of the work being performed> |
| Delivery Timelines | <Describe the delivery timelines that were involved for the main purchase> |
| Service Issues | <Describe any technical or procedural obstacles that were encountered and how they were addressed.> |
| Contract Value | |

| <Client Reference 3> | |
|------------------------------------|-----------------------------------------------------------------------------------------------------|
| Company Name | |
| Industry | |
| Address | |
| Contact Name | |
| Title | |
| Telephone Number | |
| Email Address | |
| Web Site | |
| Current or Previous Client? | |
| <XXXXXX> Implementations | |
| Scope of Involvement | <Please describe the scope of involvement and general overview of the work being performed> |
| Delivery Timelines | <Describe the delivery timelines that were involved for the main purchase> |
| Service Issues | <Describe any technical or procedural obstacles that were encountered and how they were addressed.> |
| Contract Value | |

Additional references may be provided on a separate sheet.

APPENDIX I – FINANCIAL VIABILITY SCHEDULE

The Proponent should answer each of the questions in this section in the order in which the questions are presented.

1. **Company Size:** Provide the total number of company employees and an estimate indicating the percentage of these employees who are directly related to the scope of this Request for Proposal.
2. **Company Ownership:** Describe how your company is owned and financed. Describe any extended financial relationships, such as parent company, etc.
3. **Financial Data:** Provide your company's last two annual reports or audited financial statements.
OR
the proponents who are unable to provide audited financial statements/annual reports, submit a letter from proponent's financial institution or their Surety confirming the financial standing of their company to cover for the performance of the quoted project.

APPENDIX J – AGREEMENT TO BOND FORM

AGREEMENT TO BOND

We, the undersigned, hereby agree to become bound as Surety for _____

In a Bond totalling 100 percent of the contract amount (50% Performance and 50% Labour & Material Payment Bond), and conforming to the Instruments of Contract attached hereto, for the full and due performance of the Works shown as described herein, of the RFP for

is accepted by Humber.

It is a condition of the Agreement that if the above-mentioned RFP Proposal is accepted, application for a Performance Bond must be completed with the undersigned within 10 days of acceptance of Bid Proposal related thereto, otherwise this Agreement shall be null and void.

Dated this _____ day of _____, _____.

Name of Bonding Company

Signature of Authorized Person Signing
for Bonding Company (Company Seal)

Position

APPENDIX K - LIST OF SUPPLIERS AND SUBCONTRACTORS

The Proponent should provide a complete list of suppliers and sub-contractors that will be utilized in the performance of the Work, confirming that no additions, deletions or changes to this list will be permitted without the approval of Humber.

State OWN FORCES if a sub-contractor is not to be used for any of the trades listed. If additional trades are required, insert in blank spaces.

| Supplier and/or Sub-Contractor | Name | Address |
|---------------------------------------|-------------|----------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

APPENDIX L – BONFIRE SUBMISSION INSTRUCTIONS

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

| Name | Type | # Files | Requirement |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|
| Cover page with an executive summary | File Type: PDF (.pdf) | Multiple | Required |
| Proposal Covering Form | File Type: PDF (.pdf) | Multiple | Required |
| Agreement to Bond | File Type: PDF (.pdf) | Multiple | Required |
| Proponent Response documents (Appendix E and H) | File Type: PDF (.pdf) | Multiple | Required |
| Financial Viability Schedule (Appendix I) | File Type: PDF (.pdf) | Multiple | Required |
| List of Suppliers and Subcontractors | File Type: PDF (.pdf) | Multiple | Required |
| Pricing Sheet (Appendix G) | File Type: PDF (.pdf) | Multiple | Required |
| Additional Information | File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip) | Multiple | Optional |

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

<https://humber.bonfirehub.ca/opportunities/54031>

The Q&A period for this opportunity starts May 30, 2022 2:00 PM EDT. The Q&A period for this opportunity ends Jun 24, 2022 2:00 PM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Jun 30, 2022 2:00 PM EDT**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Humber College uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>