



**ROSTER WORK ASSIGNMENT
REQUEST FOR QUOTATION
REQUEST FOR QUOTATION FOR:**

**Eastville Training Centre - Electrical Upgrades
23-PFR-CAP-GC-008**

CLOSING DATE: August 21, 2023	CLOSING TIME: 2:00 pm local time
ISSUED DATE: July 28, 2023	ROSTER RFSQNO.: 3907-19-5003 WORK ASSIGNMENT NO.: 23-PFR-CAP-GC-008
Should you have any questions or concerns regarding this call, please contact:	Cristian Lukaszuk, Senior Project Manager, Capital Projects Tel. 416-392-8156 cristian.lukaszuk@toronto.ca

BID RECEIPT – Return your Bid by the following submission method:

E-MAIL a read only/secure file to pfrcapitalprojects@toronto.ca

The subject line of your email should be the Project Name and Work Assignment Number as indicated above. i/e "Park Lawn AIR 1234"

Mandatory Site Meeting: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Location: 1 Eastville Avenue (front main entrance lobby), Scarborough, M1M 2N5 Date: August 3, 2023 Time: 1:00 PM
Agreement Terms and Conditions:	The work/services shall be performed in accordance with all of the Terms and Conditions set out in this Work Assignment Request for Quotation and in accordance with the Terms and Conditions set out in the RFSQ Call Number: 3907-19-5003. The Terms and Conditions of this RFQ Work Assignment, together with the Terms and Conditions of RFSQ 3907-19-5003, including the General Roster Conditions attached as Part A to the RFSQ as modified by the Specific Roster Conditions attached as Part B to the RFSQ and subject to the policies attached as Part C to the RFSQ, constitute the Agreement.
Process Terms and Conditions:	<input type="checkbox"/> As per RFSQ Call Number: 3907-19-5003

ROSTER WORK ASSIGNMENT REQUEST FOR QUOTATION REQUEST FOR QUOTATION FOR:

Eastville Training Centre - Electrical Upgrades 23-PFR-CAP-GC-008

ROSTER RFSQ NO.: 3907-19-5003	WORK ASSIGNMENT NO.: 23-PFR-CAP-GC-008
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Company Name (PRINT):			
Address (PRINT):			
Contact Name/Title (PRINT):			
Telephone No.'s:	Bus. No.:	Cell No.:	Fax No.:
E-Mail Address:			
<p style="text-align: center;">Total Cost for all that is required as specified herein</p> <p>NOTE: The SUB-TOTAL* amount is the amount carried from the Pricing Summary.</p>	COST		
	SUB-TOTAL *		\$ _____
	H.S.T.		\$ _____
	TOTAL		\$ _____
Invoice to be sent to: <div style="text-align: center;"> City of Toronto Accounting Services Division Corporate Accounts Payable 55 John Street 14Floor, Metro Hall Toronto, ON M5V 3C6 </div>	NO BID Reason: _____ _____		

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

State Discount terms: _____

Bidders are expected to acknowledge receipt of Addendum/Addenda as indicated below. Failure to do so shall result in the bid being declared non-compliant.

I/We acknowledge receipt of addendum _____ to _____ dated _____ to _____.

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

Authorized Signature – I have authority to bind the Corporation

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

<p style="text-align: center;">ROSTER WORK ASSIGNMENT REQUEST FOR QUOTATION PROCESS TERMS AND CONDITIONS</p>

1. GENERAL CONTRACT TERMS AND CONDITIONS

In addition to the Terms and Conditions contained in the RFSQ Call No. 3907-19-5003 and/or elsewhere in this Work Assignment RFQ, the following Terms and Conditions form part of the Contract between the City and the successful Bidder (the “Vendor”) and are deemed to be incorporated into any Purchase Order (s) issued in connection with this Work Assignment RFQ.

2. FORM OF CONTRACT

- .1 The following documents shall all form part of each **Contract**:
- .1 the Work Assignment **Quotation Request**, including:
 - The **Process Terms and Conditions**
 - the **Instruction to Bidders**;
 - the **Terms and Conditions** of RFSQ Call No. 3907-19-5003
 - the Statutory Declaration regarding OHSA;
 - the List of Designated Substances;
 - **Specifications**
 - **Drawings**
 - **Addenda if any**
 - .2 the Work Assignment **Quotation Pricing Form** (including the List of **Subcontractors**);
 - .3 the **Letter of Intent**, if such a letter has been issued;
 - .4 the **Purchase Order**.
 - .5 the **Performance Bond**
 - .6 the **Labour and Material Payment Bond**

3. BIDDER’S RESPONSIBILITY

It shall be the responsibility of each Bidder

- a) to examine all the components of this Work Assignment RFQ, including all appendices, forms and addenda;
- b) to acquire a clear and comprehensive knowledge of the required services before submitting a Quotation;
- c) to become familiar, and (if it becomes a successful Bidder) comply, with all of the City’s Policies and Legislation set out on the City of Toronto website at:
<http://www.toronto.ca/calldocuments/policy.htm>

The failure of any Bidder to receive or examine any document, form, addendum, Agreement, Terms and Conditions, policy shall not relieve the Bidder of any obligation with respect to its Quotation or any Agreement entered into or Purchase Order issued based on the Bidder’s Quotation.

<p style="text-align: center;">ROSTER WORK ASSIGNMENT REQUEST FOR QUOTATION</p> <hr/> <p style="text-align: center;">PROCESS TERMS AND CONDITIONS</p>

4. CONTACT/QUESTIONS

Questions regarding this RFQ should be directed in writing to:

Cristian Lukaszuk
Parks, Forestry and Recreation
Tel: 416-392-8156
Fax: 416-395-7886
cristian.lukaszuk@toronto.ca

The last day for questions with respect to this RFQ is **1:00 p.m., four (4) working days prior to closing date.**

No City representative, whether an official, agent or employee, other than those identified “City Contacts” are authorized to speak for the City with respect to this Work Assignment RFQ, and any Bidder who uses any information, clarification or interpretation from any other representative does so entirely at the Bidder’s own risk.

Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Bidder to bypass the RFQ process may be grounds for rejection of its Quotation.

5. ADDENDA

Addenda (if any) will be issued to all Contractors on the Roster. Only answers to issues of substance will be sent out to these potential Bidders. The City reserves the right to revise this Work Assignment RFQ up to the Closing Deadline. When an Addendum is issued the date for submitting Quotations may be revised by the City if, in its opinion, more time is necessary to enable Bidders to revise their Quotations.

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

All reasonable efforts will be made to issue the final Addendum (if any) no later than two (2) Days prior to the Deadline.

6. EXCEPTIONS

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

7. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

A Bidder who finds omissions, discrepancies, ambiguities or conflicts in any of the RFQ documentation or who is in doubt as to the meaning of any part of the RFQ should notify the City in writing not later than three days before the Closing Deadline. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled **Addenda**. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFQ documents.

8. INCURRED COSTS

The City will not be liable for, nor reimburse, any potential Bidder or Bidder, as the case may be, for costs incurred in the preparation, submission or presentation of any Quotation, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the City, as the case may be.

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

9. POST-SUBMISSION ADJUSTMENTS AND WITHDRAWAL OF QUOTATIONS

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

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

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

After the Deadline each submitted Quotation shall be irrevocable and binding on Bidders for a period of 120 days.

If the City makes a request to a Bidder for clarification of its Quotation, the Bidder will provide a written response accordingly and this shall then form part of the Quotation.

10. ACCEPTANCE OF QUOTATIONS

The City shall not be obliged to accept any Quotation in response to this Work Assignment RFQ.

The City may, without incurring any liability or cost to any Bidder:

- a) accept or reject any or all Quotation(s) at any time;
- b) waive immaterial defects and minor irregularities in any Quotations;
- c) modify and/or cancel this RFQ prior to accepting any Quotation;
- d) award a contract in whole or in part.

The City is relying on the experience and expertise of the Bidder. The City reserves the right to disqualify any Bidder who has given inaccurate, incomplete, false or misleading information in the sole opinion of the City.

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

11. VERIFICATION

The City reserves the right to verify with any Bidder or with any other person any information provided in its Quotation but shall be under no obligation to receive further information.

If, in the opinion of the City, any Bidder has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Quotation content and submitted price/fees, or all or any or any combination of them, then the City may reject its Quotation as unbalanced (i.e., not representative of the scope of the services).

12. OWNERSHIP AND CONFIDENTIALITY OF CITY-PROVIDED DATA

All correspondence, documentation and information provided by City staff to any Bidder or prospective Bidder in connection with, or arising out of this Work Assignment RFQ, the Services or the acceptance of any Quotation:

- a) is and shall remain the property of the City;**
- b) must be treated by Bidders and prospective Bidders as confidential;**
- c) must not be used for any purpose other than for replying to this Work Assignment RFQ, and for fulfillment of any related subsequent Agreement.**

13. OWNERSHIP AND DISCLOSURE OF QUOTATION DOCUMENTATION

The documentation comprising any Quotation submitted in response to this Work Assignment RFQ, along with all correspondence, documentation and information provided to the City by any Bidder in connection with, or arising out of this Work Assignment RFQ, once received by the City:

- a) shall become the property of the City and may be appended to the Agreement and/or Purchase Order with the successful Bidder;**
- b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.**

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

Each Bidder's name at a minimum shall be made public. Quotations will be made available to members of City Council provided that their requests have been made in accordance with the City's procedure and may be released to members of the public pursuant to *MFIPPA*

<p style="text-align: center;">ROSTER WORK ASSIGNMENT REQUEST FOR QUOTATION PROCESS TERMS AND CONDITIONS</p>

14. INTELLECTUAL PROPERTY RIGHTS

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

15. FAILURE OR DEFAULT OF BIDDER

If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the Terms of this Work Assignment RFQ and the Terms and Conditions governing the REOI, the City may disqualify the Bidder from the Work Assignment RFQ and/or from competing for future tenders or Work Assignment RFQs issued by the City for a period of one year. In addition, the City may at its option either:

- a) Consider that the Bidder has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void; or
- b) Require the Bidder to pay the City the difference between its Quotation and any other Quotation which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder's failure or default, and further the Bidder will indemnify and save harmless the City, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Bidder

16. PUBLICITY

The Bidder and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this Work Assignment RFQ, or any Agreement without prior written permission of the City.

17. GOVERNING LAW

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

<p style="text-align: center;">ROSTER WORK ASSIGNMENT REQUEST FOR QUOTATION INSTRUCTIONS TO BIDDERS</p>
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INSTRUCTIONS TO BIDDERS – SUMMARY

1. INVITATION

Quotations are invited for the supply of all labour, equipment and material necessary for fire alarm system upgrades at the Eastville Training Centre, including architectural and electrical works as detailed on the attached drawings and specifications in accordance with all of the Terms and Conditions of this Work Assignment RFQ and RFSQ No. 3907-19-5003.

2. DEFINITIONS

In this Request for Quotations, all terms shall have the same meaning as terms defined in RFSQ Call No. 3907-19-5003, Terminology, Section 1.2 Definitions. In addition, the following terms have the following meanings:

"City Treasurer" means the person filling the office of Treasurer of the City of Toronto or the person then acting as such.

"Contractor" the Roster Contractor undertaking the Work, whose Quotation has been accepted by the City and with whom or which as a result of such acceptance the City has entered into the **Contract** by means of issuance of a **"Purchase Order"** for the performance of the **Work**. The term **Contractor** means the **Contractor** or the **Contractor's** authorized representative.

"Information for Bidders" means the Information for Bidders included in the **Quotation Request** of the Work Assignment

"Letter of Intent" means a letter from the City's Parks, Forestry and Recreation, Capital Project Section, to the successful Bidder prior to the issuance of a **Purchase Order**

"Owner" means the City of Toronto

"Provisions of the Work Assignment RFQ" means the Price Schedule, the Contract Terms, the City of Toronto's Procurement Policies and the Response Requirements as either attached to, noted or specified in, or set out in this Work Assignment RFQ

"Purchase Order" means the Purchase Order for the Work issued by or on behalf of the City to the Contractor through the Purchasing and Materials Management Division

"Quotation" means, except when it forms part of the expression **"Quotation Request"**, the price for the **Work** submitted by the **Contractor** to the City in response to the **Quotation Request**.

"Quotation Request Package" means the contents of the Work Assignment RFQ, issued by the Purchasing and Materials Management Division, inviting bids for the Work, as listed on the "Contents" page immediately preceding these Instructions

"Response Requirements" means the requirements applicable to a Bidder in responding to this Work Assignment RFQ as set out in the section titled "Response Requirements"

“RFQ” and “Work Assignment RFQ” means this Work Assignment Request for Quotation or Quotation Request Package

“Specifications” mean the Specifications for the Work included in this Work Assignment RFQ;

“Successful Bidder” means the Bidder that is awarded a Purchase Order by the City for the Work to be provided under and in accordance with this Work Assignment RFQ.

3. **MANDATORY INFORMATION/SITE MEETING**

Bidders are required to attend a Mandatory Information/Site meeting to be held at the project location. Refer to page 1 for location, date and time of the meeting. Bidders will meet with the City Representative, Wendy Hoare, 647-746-9469. Site meetings will not be available at any other times.

Bidders must sign in with the City’s Representative at the Mandatory Site meeting during the designated date and time for their Bid to be considered

Bidders submitting bids that do not attend the Mandatory Site meeting shall be declared informal.

4. **SCOPE OF WORK AND SPECIFICATIONS**

The scope of work involved in this Work Assignment **Quotation Request** shall consist of the supply and installation of all materials as detailed on the project drawings and Specifications; including all labour, tools and equipment necessary for the completion of the **Work**. No equipment, labour, materials or storage facilities shall be provided by the **City** unless noted otherwise on the project drawings.

The work shall include the following:

Fire Alarm System Upgrade:

Supply and install fire alarm system as per drawings and specifications including but not limiting to new fire alarm control panel, annunciator, devices, raceways and wiring for completion operational and monitored system. Verify and commission system upon installation. Coordinate and arrange inspection with building department. Upon acceptance of new system by the building inspector, remove existing fire alarm system including panel, annunciator, devices, raceways & wiring and make good of affected surfaces.

Emergency Lighting System Upgrade:

Supply and install emergency lighting system as per drawings and specifications including but not limiting to new exit signs, battery units, remote heads, devices, raceways and wiring for completion operational system. Verify and commission system upon installation. Coordinate and arrange inspection with building department. Upon acceptance of new system by the building inspector, remove existing exit signs, battery units, remote heads, devices, raceways and wiring and make good of affected surfaces.

<p>ROSTER WORK ASSIGNMENT REQUEST FOR QUOTATION</p> <hr/> <p>PROCESS TERMS AND CONDITIONS</p>

Refer to the drawings and specifications attached. Hardcopies of drawings and specifications will not be provided at the site meeting.

<p style="text-align: center;">ROSTER WORK ASSIGNMENT REQUEST FOR QUOTATION INSTRUCTIONS TO BIDDERS</p>
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5. SUBMISSION/RESPONSE REQUIREMENTS

The following lists the forms and information required to be returned with your bid.

.1 PRICING

- .1 Each Bidder must complete and submit all parts of the Request for Quotation Pricing Form provided in this Work Assignment RFQ. These pages must be completed and returned with your quotation document, or your bid will not be considered.
- .2 All itemized prices are to include the supply of all labour, materials, products, tools, machinery and freight necessary including all charges supervision and payroll burdens (excluding HST) required to perform the services outlined in this Work Assignment RFQ.
- .3 Each bid shall be interpreted as covering the cost of completion of the Work in every respect, in accordance with these Instructions, Terms and Conditions, Supplementary Conditions, Technical Specifications and Drawings
- .4 Contractors are responsible for confirming all quantities
- .5 Prices as provided herein will be used to adjust scope of work and contract price as required. The City reserves the right to make additions or deletions from the scope of work prior to the award of the contract.
- .6 Quotations must be based on the list of approved materials listed in the specifications. **If Bidders wish to provide quotations based on substitute materials, specifications and applicable warranties must be submitted in writing, minimum five (5) business days prior to quotation closing.** The information provided must be sufficient to allow for direct comparison of material. The City will review and provide a decision within 3 business days.
- .7 **Prospective Bidders are warned that any Work or materials required for the proper performance of the Work, even though not expressly stipulated in the Specifications or the Drawings but that is/are necessitated by conditions determinable from the Bid Call or from inspection of the Site as it now exists, shall be performed or furnished by the Contractor as if such Work or material had been so specified in detail.**
- .8 All prices must be stated in Canadian currency. The bidder shall assume all currency risk.
- .9 Quotation Submissions which are incomplete, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind may be rejected as informal. All blank spaces where prices have been requested must be legibly and properly filled in; otherwise, the Quotation Submissions will be rejected as informal.

- .10 In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the Total Stipulated Price quoted.
- .11 The City may reject a bid if it determines in its sole discretion, that the bid is materially unbalanced
A bid is materially unbalanced when:
 - .1 it is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work, and
 - .2 the City had determined that the bid may not result in the lowest over-all cost to the City even though it may be the lowest submitted bid, or
 - .3 It is so unbalance as to be tantamount to allowing an advance payment.

.2 SECURITY DOCUMENTATION

The following security documentation, duly signed and executed, shall be submitted by the successful bidder **prior** to the issuance of the Purchase Order:

.1 BONDS

- (i) a Performance Bond for the due and proper performance of the Contract Work, including guarantee maintenance for a period of one (1) Year after final completion of the Work; and
- (ii) a Payment Bond for payment of direct subcontractors and suppliers and removal of lien claims (each) in the amount of (50%) of the quoted price, including any taxes, charges, contingencies or cash allowances

Bonds are to be made payable to the City of Toronto Treasurer.

ONLY ORIGINAL COPIES OF BONDS ARE ACCEPTABLE.

END OF INSTRUCTIONS TO BIDDERS

ROSTER WORK ASSIGNMENT REQUEST FOR QUOTATION PRICING FORM

TO: **CITY OF TORONTO**

RE: _____

Submitted by: (Company) _____

Contact Name: _____

1. PRICING (See Instructions to Bidders, Section 5.0 Submission/Response Requirements)

- .1 The Bidder agrees to supply all labour, materials, products, equipment, tools, machinery and freight to perform the services herein described for the following prices.
- .2 The City of Toronto may, at its discretion, include or exclude items from the Tender, both prior to the issuance of a Purchase Order and during the construction period.
- .3 Contractors are responsible for confirming all quantities.
- .4 The Total Stipulated Price is composed of:

1.0	General Requirements	\$
2.0	Fire Alarm System	\$
3.0	Emergency Lighting System	
4.0	Cash Allowance	\$30,000.00

Sub Total * \$ _____

**Transfer this amount into the space provided on page 2 of the Request for Quotation*

HST \$ _____

TOTAL STIPULATED PRICE* \$ _____

2. COMPLETION OF THE WORK OF THIS CONTRACT

I/We _____ agree that we will initiate the project, within seven (7) working days after presentation of the Purchase Order by the Owner or anyone acting on behalf of the Owner.

It is understood that time is of the essence and we agree to:

- .1 commence the work by September 1, 2023
- .2 complete the work by March 15, 2024

Signature of Authorized Officer of the Company

3. ALTERNATE (SEPARATE) PRICES

The following prices are for additional work that may be added to the Contract. Costs for these items are **not to be included** under the **Total Stipulated Price**. The following changes will apply to the Stipulated Price shown on Page #1 of the City of Toronto Request for Quotation should the City elect to **add** the work item to the Contract.

The following costs shall be for the supply of all labour and materials, **overhead and profit** and net of taxes, and shall apply either singularly or in combination.

Item #	Nature of Work	Separate Price
NIL	▪	\$

4. UNIT RATE PRICES

Item #	Nature of Work	Unit Rate Price
NIL	▪	\$

5. CASH ALLOWANCE

THE FOLLOWING CASH ALLOWANCES **EXCLUDING HST** ARE TO BE INCLUDED IN THE STIPULATED PRICE.

- **The General Contractor's overhead and profit in connection with the cash allowances shall be deemed to be included in the Stipulated Price submitted.**
- These amounts will be drawn upon as required during the progress of the construction.
- All claims by the Contractor against these allowances shall be carefully and clearly documented and shall require the approval of the Consultant prior to submission to the City for acceptance.

Item #	Nature of Work	Price
	▪ DSS Cash Allowance	\$30,000.00

6. CONTINGENCY ALLOWANCE

- a. The Contingency Allowance shall be used to compensate the Contractor for work authorized under a change order as required due to unforeseen conditions and requested changes. The Contingency Allowance shall be included in the Stipulated price (**Excludes HST**).
- b. The Contractor shall **not** include any **mark up for overhead and profit** for these allowances in the Stipulated Price
- c. The Contractor's overhead and profit in connection with the Contingency Allowance shall form part of the claim against the Allowances.
- d. Contractor's mark up (Overhead & Profit) shall be as specified under the Terms and Conditions, Part B, Specific Terms and Conditions, Article 16.3.
- e. All claims by the Contractor against these allowances shall be carefully and clearly documented and shall require the approval of the Consultant and City by way of a Change Order prior to submission to the City for acceptance.
- f. The City reserves the right to increase or decrease the contingency allowance at the time of award.

HOT WORK & RED TAG PERMIT TRAINING

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

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

Each session takes less than one hour to complete and can be accessed 24 hours a day, seven days a week from any computer connected to the Internet. No downloads required. There is no limit to the number of people that can register. To register, please fill out the enclosed application and e-mail to onlinetraining@fmglobal.com. N.B. Once enrolled for one course you are automatically enrolled for all courses,

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

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

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

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

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

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

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

Did you, the Bidder, assist the City of Toronto in the preparation of this Work Assignment Request for Quotation call?

Specify: Yes_____ No_____

NOTICE

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

Please be aware that Bidders' names and the total amount of bid are always made public.

In an effort to reduce, reuse and recycle, we encourage Bidders to minimize the packaging of their submissions. The evaluations of all bids are based on the "contents" of the submissions, not the way the submission is packaged. Thank you for reducing!

COLLUSION AND PRICE FIXING

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

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

In the event of a tied bid, a report will be submitted to the relevant Committee or Council stating that the bids can be evaluated on any other efficiencies or cost considerations other than price. In the event of a tied bid, the City reserves the right to cancel and re-issue this requirement.

ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

The City of Toronto Environmentally Responsible Procurement Policy encourages Bidders to also offer products/services which are environmentally preferred. Environmentally preferred products/services offered must be competitive in cost, conform to specifications, performance requirements and, be suitable for the intended application as determined by the using department(s).

Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.

An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but limited to the following:

1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.
2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
3. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
4. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.
6. Have a long service-life and/or can be economically and effectively repaired or upgraded.

Bidders shall if requested, provide written verification of any environmental claims made in their bid/quotation satisfactory to the City of Toronto within five(5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognize environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests. Only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.

For a copy of the City of Toronto Environmentally Responsible Procurement Policy, contact the Finance Department, Purchasing and Materials Management Division at 416-392-7303 or 416-392-1302.

ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

State if environmentally preferred products/service is being offered:

YES _____ NO _____

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

PURCHASE OF PRODUCTS MANUFACTURED IN FACTORIES WHERE CHILDREN ARE USED AS SLAVE LABOUR OR OTHER EXPLOITIVE CIRCUMSTANCES WHICH IMPEDES CHILD DEVELOPMENT

Purpose:

To advise suppliers that the City of Toronto does not wish to encourage the use of products manufactured in factories where children are used as slave labour or other exploitive circumstances which impedes child development.

Policy:

Bidders must state where the products offered have been made. City Council does not wish to see products used that have been made in factories in countries where children are used as slave labour or other exploitive circumstances, which impedes child development. Therefore, preference will be given to Bidders that obtain products from any country other than the aforementioned, but this criterion will not be used to disqualify any Bidder.

Bidders must state where the products offered have been made: _____ (Specify)

Bidders to state if products offered have been made in factories in countries where children are used as slave labour or other exploitive circumstances which impedes child development:

CONFLICT OF INTEREST/UNFAIR ADVANTAGE

- (1) In its Quotation, the Bidder must disclose to the City any potential conflict of interest that might compromise the performance of the work or which might reasonably compromise or provide the Bidder an unfair advantage in the bidding process. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Quotation.
- (2) The Bidder must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Bidder and the nature of that interest. If such an interest exists or arises prior to the award on any contract, the City may, at its discretion, refuse to consider the Quotation or withhold the awarding of any contract to the Bidder until the matter is resolved to the City's sole satisfaction.
- (3) **Bidders are cautioned that the acceptance of their Quotation may preclude them from participating as a Bidder in subsequent projects where a conflict of interest may arise. The Bidder for this project may participate in subsequent/other City projects provided the Bidder has satisfied pre-qualification requirements of the City, if any, and in the opinion of the City, no conflict of interest would adversely affect the performance and successful completion of an agreement by the Bidder.**

RESTRICTIONS ON THE HIRING AND USE OF FORMER CITY OF TORONTO MANAGEMENT EMPLOYEES FOR CITY CONTRACTS

The purpose of this Policy to ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee's separation date.

Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee's separation date. This would include, but not be limited to, for example, the following roles:

- As an independent contractor/consultant;
- As a contractor/consultant on City project work for a company/firm (but, the firm may compete); or
- As a contractor/consultant on City project work for a company/firm that has been sub-contracted by another company/firm.

Former City of Toronto management employees who took part in a separation program or received a retirement incentive are prohibited from participating in contracts directly or indirectly related to the City of Toronto and its special purpose bodies for a period of two years starting from an employee's termination date.

Notes: (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and

(2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

Specify: _____

This policy will be considered in the evaluation of all submissions received by the City of Toronto.

For further information, contact Manager, Corporate Purchasing Policy & Quality Assurance, 18th Floor, West Tower, City Hall, (416) 392-0387.

WORKPLACE SAFETY AND INSURANCE ACT

Refer also to the General Conditions Section of the RFSQ No. 3907-19-5003

**State your Workplace Safety and Insurance Board (Formerly Worker's Compensation Board)
Account Number:**

Account No. _____

MUNICIPAL LICENSING AND STANDARDS

The Contractor and any sub-contractors used to carry out the Work must comply with all Municipal Licensing and Standards requirements. For further information, contact Olga Kuszelska, Supervisor, phone number 416 392-2704, fax number 416 392-4515

OCCUPATIONAL HEALTH AND SAFETY

In addition to the RESO Call No. 3907-19-5003, Part B: Specific Terms and Conditions of Roster Contract, Item 4, Occupational Health and Safety Act, the following provisions will apply.

- a. The Contractor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Work and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Work
- b. The Contractor acknowledges and represents that:
 - i. The workers employed to carry out the Work have been provided with training in the hazards of the Work to be performed and possess the knowledge and skills to allow them to work safely;
 - ii. The Contractor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
 - iii. The Contractor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
 - iv. The Contractor has in place an occupational health and safety policy in accordance with the OHSA; and
 - v. The Contractor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.
 - vi. The Contractor shall provide, at the request of the General Manager or his designate, the following as proof of the representations made in paragraph d(i) and d(iv):
 - vii. documentation regarding the training programs provided or to be provided during the Work (i.e. types of training, frequency of training and re-training); and
 - viii. the occupational health and safety policy.
 - ix. The Contractor shall immediately advise the General Manager or his designate in the event of any of the following:
 - x. A critical injury that arises out of Work that is the subject of this agreement;
 - xi. An order(s) is issued to the Contractor by the Ministry of Labour arising out of the Work that is the subject of this agreement

- xii. A charge is laid or a conviction is entered arising out of the Work that is the subject of this Agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Schedule. A, as amended.
- xiii. The Contractor shall be responsible for any delay in the progress of the Work as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Contractor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Work or entitling the Contractor to additional compensation, and the Contractor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to the City.
- xiv. The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Contractor do work or perform a task that is the subject of this agreement.

CITY INVOICE ADDRESS

To ensure prompt payment, it is essential that all required billing information is provided on the invoice/s submitted to the City of Toronto. Any missing billing information on an invoice **will** result in a payment delay and the invoice may be returned to the vendor with non-payment.

- 1) All original vendor invoices **must be** addressed and be sent **DIRECTLY** to:

City of Toronto
Accounting Services Division
Corporate Accounts Payable
55 John Street
14 Floor, Metro Hall
Toronto, ON
M5V 3C6

- 2) Invoice/s submitted to the City of Toronto must have complete “ship to” information including:

- I. Name of City Division
- II. The City Division’s contact name and phone number (the person ordering or picking up the goods and/or services),
- III. Delivery location of goods and/or services,
- IV. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO) must be clearly indicated on the invoice. (*This purchasing number should be provided by City staff at the time of order*)

Invoices that do not contain the required billing information may be returned with non-payment to the vendor for correction.

Payment and Discount Terms

If all the correct billing information has been indicated on the invoice/s, the City of Toronto is committed in meeting payment terms of 60 days from the **receipt date of the invoice in the Corporate Accounts Payable unit – Metro Hall, 55 John Street, 14th Floor.**

Payment terms should be clearly indicated on the invoice/s including early payment terms.

The City will consider offers of early payment discount terms. Discounts will only be taken when early payment discount terms are met from the **receipt date of the invoice** in the Corporate Accounts Payable unit.

Note: Discount terms for early payment cannot be earlier than 15 days from **the receipt date of the invoice** by the City of Toronto, Accounting Services Division, Corporate Accounts Payable unit.

Prompt Payment and Adjudication

The Prompt Payment and Adjudication provisions in the Construction Act (Parts I.1 and II.1) do not apply to this roster as the procurement process for the roster first commenced through a prequalification issued on May 8, 2019.

END OF REQUEST FOR QUOTATION PRICING FORM