

PROCUREMENT #: PRC004198

REQUEST FOR TENDER FOR:

**Construction Services for Roof and Mechanical Equipment Renewal at Clarkson
Community Centre**

CLOSING DATE: Monday, November 13, 2023

CLOSING TIME: 2:00:00 PM LOCAL TIME

ELECTRONIC BIDS ONLY – LATE BIDS WILL NOT BE ACCEPTED

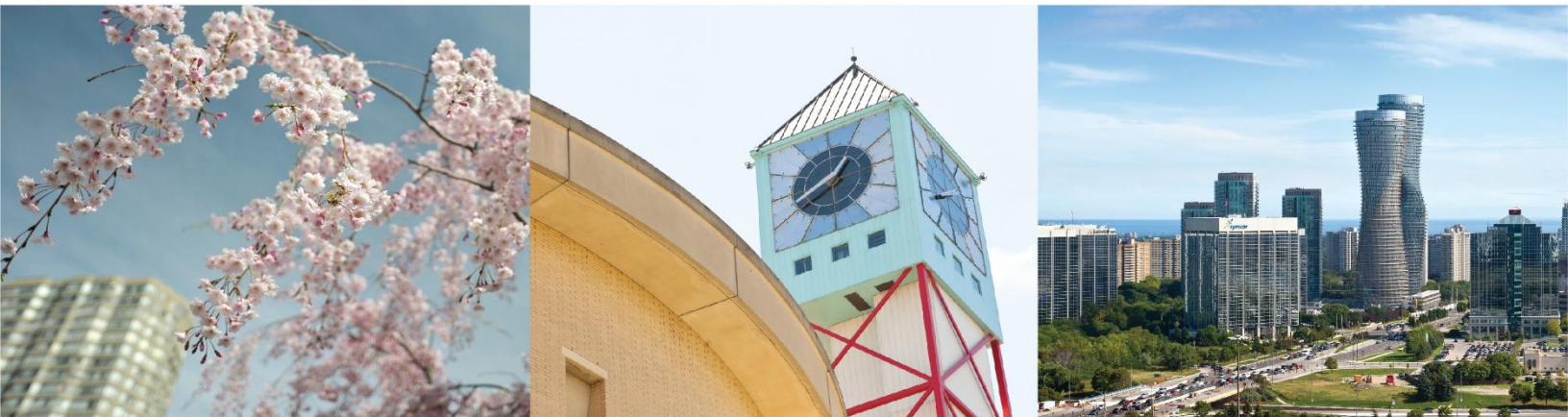


TABLE OF CONTENTS

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....	3
1.0 INVITATION TO BIDDERS.....	3
2.0 RFT CONTACT	3
3.0 RFT TIMETABLE	4
4.0 SITE VISIT / PRE-BID MEETING	4
5.0 E-SUBMISSIONS.....	4
6.0 SUBMITTING A QUESTION	5
PART 2 – REVIEW AND AWARD	6
1.0 STAGES OF REVIEW	6
PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS.....	8
1.0 GENERAL INFORMATION AND INSTRUCTIONS	8
2.0 IRREVOCABILITY PERIOD	9
3.0 DISQUALIFYING EVENTS.....	9
4.0 CITY’S RESERVED RIGHTS	9
5.0 COMMUNICATION AFTER ISSUANCE OF RFT.....	11
6.0 NOTIFICATION AND DEBRIEFING	12
7.0 AWARD.....	13
8.0 CONFLICT OF INTEREST AND PROHIBITED CONDUCT	13
9.0 CONFIDENTIAL INFORMATION	16
10.0 GOVERNING LAW AND INTERPRETATION	16
PART 4 – PRICING.....	18
1.0 INSTRUCTIONS ON HOW TO PROVIDE PRICING	18
2.0 REVIEW OF PRICING	18
PART 5 – FORM OF AGREEMENT	19

APPENDICES

APPENDIX A – RFT PARTICULARS

APPENDIX B – AGREEMENT

APPENDIX C - SPECIFICATIONS

APPENDIX D – SUPPLEMENTAL CONDITIONS

APPENDIX E – DRAWINGS

SCHEDULE A – INSURANCE REQUIREMENTS

SCHEDULE B – WARRANTY REPORT CCDC2_FPM

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.0 INVITATION TO BIDDERS

This Request for Tender (the “RFT”) is an invitation by the Corporation of the City of Mississauga (the “City”) to prospective bidders to submit bids for Construction Services for Roof and Mechanical Equipment Renewal at Clarkson Community Centre, as further described in Section 1.0 of the RFT Particulars (Appendix A) and in the Specifications / Statement of Work (Appendix C) (the “Deliverables”).

Each bidder shall examine the surroundings and adjacent public and private properties for existing conditions including, but not limited to, the rights and interests of other parties that may be interfered with during completion of the contract. No bidder shall claim, at any time after the Closing Date & Time that there was any misunderstanding about the terms and conditions of the contract relating to site conditions. No adjustment to the schedule or to the contract will be made for difficulties encountered during completion of the contract due to conditions, features and peculiarities of the site that were evident at the time of the Closing Date & Time.

2.0 RFT CONTACT

For the purposes of this procurement process, the “RFT Contact” will be:

[Buyer Name]

Kaizar.mithaiwala@mississauga.ca

Bidders should only contact the RFT Contact where specifically instructed to in this RFT. All other communication in relation to this RFT must be through the City’s e-bidding system.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than in accordance with this section. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

3.0 RFT TIMETABLE

3.1 Key Dates

The RFT Timetable is tentative only, and may be changed by the City at any time.

Deadline for Questions	October 31, 2023
Deadline for Issuing Addenda	November 8, 2023
Closing Date & Time	November 13, 2023 at 2:00:00 PM local time
Anticipated Award or Execution of Agreement	December 15, 2023

4.0 SITE VISIT / PRE-BID MEETING

Is a Site Meeting required: ☒ YES
☐ NO

All bidders must sign in on the official meeting attendance sheet provided by the RFT Contact.

A representative attending the meeting on behalf of a bidder must indicate the bidder's name on the sign in sheet.

Any new information or changes provided at the site meeting will be summarized and circulated electronically to all attendees after the meeting, via addenda.

If required, is the Site Meeting mandatory: ☒ YES
☐ NO

If mandatory, bidders who have not signed in prior to the commencement of the meeting will be considered late. Lateness, at the sole discretion of the RFT Contact, and/or failure to attend a mandatory meeting shall result in bid disqualification and/or rejection.

Site Meeting Location: 2475 Truscott Dr., Mississauga, ON L5J 2B5

Site Meeting Date: Wednesday, October 25, 2023

Site Meeting Time: 11.00 A.M

Site Meeting Instructions, if any: **Meet in front lobby**

5.0 E-SUBMISSIONS

The City will ONLY accept bids uploaded electronically to the City's e-bidding system. Bidders who require accommodations due to a disability should contact Procurement Services at 905-615-3200, extension 5233 or by email at: purchasing@mississauga.ca

Bids submitted and/or received by any other method shall be rejected.

To ensure receipt of the latest information (and updates via email) regarding this bid request, or if a bidder has obtained the RFT from a third party, the onus is on the bidder to create a e-

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

bidding system vendor account and register as a 'Plan Taker' for this RFT at [Bids and Tenders - Mississauga](#).

Bidders are cautioned that the timing of their submission is based on when the bid is received by the e-bidding system, not when a bid is submitted by a bidder, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the City recommends that bidders allow sufficient time to upload their bid and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the City's e-bidding system web clock.

Bidders should contact technical support at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca at least twenty-four hours prior to deadline if they encounter any problems. The e-bidding system will send a confirmation email to the bidder advising when the bid was submitted successfully. If you do not receive a confirmation email, contact technical support immediately at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca.

All bids are subject to the terms and conditions of this RFT and by submitting a bid, Bidders agree to the terms and conditions herein.

6.0 SUBMITTING A QUESTION

Bidders are responsible for seeking clarification on any matter that they consider unclear before submitting a bid. The City is not responsible for any misunderstanding of this RFT on the part of the bidder.

Bidders may submit questions through the City's e-bidding system using the "Submit a Question" link associated with the RFT prior to the deadline for questions.

If any bidder requires an accommodation due to a disability, requests should be directed to purchasing@mississauga.ca

The City shall not be responsible for responding to questions that are posed by any other method.

PART 2 – REVIEW AND AWARD

1.0 STAGES OF REVIEW

The City will conduct the review of bids in the following stages and in accordance with applicable City policy, including the Policy on Bid Review and Evaluation – High Value Acquisitions (03-06-02):

1.1 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed in Section 3.0 of the RFT Particulars.

1.2 Stage II – Mandatory Technical Requirements

The City will review the bids to determine whether the mandatory technical requirements as set out in the Section 4.0 of the RFT Particulars have been met.

Questions or queries on the part of the City as to whether a bid has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

1.3 Stage III – Pricing

Stage III will consist of a review of the submitted pricing of each compliant bid in accordance with the price review method set out in Part 4 Pricing. The review of price will be undertaken after the review of mandatory requirements have been completed.

1.4 Selection of Lowest-Compliant Bidder

After the completion of Stage III, compliant bidders will be ranked based on the price review, from total lowest bid price submitted to highest total bid price submitted. Subject to the process rules contained in the Terms and Conditions of the RFT Process (Part 3), the lowest-compliant bidder will be invited to enter into the contract in accordance with Part 3. The selected bidder will be notified in writing and will be expected to satisfy any applicable conditions of this RFT, including the pre-conditions of award listed in Section 5.0 of the RFT Particulars, and enter into the contract within the timeframe specified in the selection notice or otherwise notified by the City. Failure to do so may result in the disqualification of the bidder and the selection of another bidder or the cancellation of the RFT and will entitle the City to pursue any other rights or remedies available under the RFT or otherwise at law or in equity.

1.5 Examination of Bidder's Facilities, Vehicles and Equipment

The City reserves the right to examine the premises, vehicles and equipment of any bidder and, during any such examination, the bidder shall satisfy the City that they possess the necessary vehicles, equipment, facilities and staff required to commence work on the scheduled date and perform the work in a satisfactory manner over the life of the contract. Failure of a bidder to satisfy the City may result in disqualification.

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

1.0 GENERAL INFORMATION AND INSTRUCTIONS

1.1 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a bid should reference the applicable section numbers of this RFT.

1.2 Bids in English

All bids are to be in English only.

1.3 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed format, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

1.4 Past Performance

In the review process, the City may consider the bidder's past performance or conduct on previous contracts with the City or other institutions.

1.5 Information in RFT Only an Estimate

The City and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only, and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RFT.

1.6 Bidders to Bear Their Own Costs

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

1.7 Bids to be Retained by the City

The City will not return the bid or any accompanying documentation submitted by a bidder.

1.8 No Joint Bids

Joint bids are not permitted. The City will only contract with the named bidder in a bid submission.

2.0 IRREVOCABILITY PERIOD

Bids shall be irrevocable for one hundred twenty (120) calendar days, starting on the closing date.

Each bid shall be considered a unilateral contract capable only of acceptance or rejection by the City in accordance with the terms and conditions contained herein.

If for any reason a successful bidder does not enter into a contract or, where required, execute a Form of Agreement within the irrevocability period, the City may, without notice or liability, award the contract to another bidder.

3.0 DISQUALIFYING EVENTS

Bidders shall familiarize themselves with the City's Policy for 03-06-02 - Bid Review and Evaluation – High Value Acquisitions

4.0 CITY'S RESERVED RIGHTS

4.1 Disqualification of Bid

The City, without liability, cost or penalty, and in its sole discretion, may disqualify and reject any bid at any stage of the bid request process in any of the following circumstances:

- (a) the bid contains incorrect information;
- (b) the bid is unbalanced;
- (c) the bid is conditional or obscure;
- (d) the references submitted by the bidder are deemed unacceptable by the City;
- (e) the bidder has engaged in unacceptable bidder practices such as bid-rigging or bribery;
- (f) the bid contains false or misleading information or a misrepresentation;
- (g) there is evidence that the bidder, its employees, or agents colluded with another bidder or any of its employees or agents in the preparation of the bid;
- (h) the bidder fails to co-operate with the City's attempts to seek clarification or verification of information contained in a bid;
- (i) the bidder submits a bid that the City determines to be non-compliant with the bid request's requirements;
- (j) the bidder reveals a conflict of interest in its bid or a conflict of interest involving the bidder is brought to the attention of the City;
- (k) the bidder contacts any City employee (other than the City's RFT Contact) either directly or indirectly in order to obtain information about the bid request or the bid request process;
- (l) the bidder extends, in any manner, to any staff or other representative of the City, directly or indirectly, any type of inappropriate influence, or action, or activity that, in the view of the City, is intended to alter the outcome of the bid request process; or
- (m) the bidder has not demonstrated, to the City's satisfaction, that it has the ability,

capacity and resources to perform the work.

4.2 Cancellation of Bid Request

The City shall have the right, in its sole discretion, to cancel the bid request, at any time, either before or after the closing time and without any obligation to make any award of contract. If the City elects to cancel the bid request, the City may thereafter, in its sole discretion, take any action including, but not limited to, the following:

- (a) proceed with another procurement request including, but not limited to, a single source procurement request, or
- (b) do nothing with regard to the work and/or services that are the subject of the bid request, or
- (c) take any other action or approach in respect of the work and/or services that are the subject of the bid request.

The City shall not be obligated to provide reasons for any such cancellation or any subsequent action or inaction.

4.3 Additional Reserved Privileges

The City further reserves the right, in its sole discretion, to:

- (a) reject any bid, including the lowest-priced bid;
- (b) reject any bid if the City, in its sole discretion, considers the bid price to be so unreasonably low that the work and/or services cannot be performed satisfactorily at the bid price;
- (c) request any bidder to provide written clarification of its bid and to submit supplementary written information in relation to the clarification request. The City shall be entitled to incorporate the bidder's response to such request for clarification into the bidder's bid;
- (d) waive any informalities, minor irregularities, errors or other anomalies in a bid and/or waive any informalities or irregularities in the City's e-bidding procedures described in the applicable instructions to bidders;
- (e) verify any information set out in any bid with the bidder submitting the bid or with any third party, including, but not limited to, third parties the bidder submits as references;
- (f) award any resulting contract in whole or in part;
- (g) require a bidder to replace any subcontractor named in its bid if the City, in its sole discretion, deems the subcontractor to be unsatisfactory or unsuitable; or
- (h) request references satisfactory to the City, demonstrating the bidder's ability to perform the work and, if applicable, that of its subcontractors and/or suppliers. The City will consider the size, scope, nature and complexity of the bidder's contract with each reference provided and its comparability with the City's requirements. The City will have the sole discretion to disqualify one or more of the references provided and/or to permit the bidder an additional opportunity to submit acceptable references.

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

The City will not be required to contact all or any of the references provided or to disclose any information received.

4.4 Negotiation with Bidder

Once the review process is completed, the City shall have the right to negotiate with the lowest-compliant bidder any changes, amendments or modifications to its bid or to the City's information without offering the other bidders a similar opportunity, in either of the following circumstances:

- (a) all compliant bids are above the City's approved budget for the specific procurement; or
- (b) there has been a significant change in the circumstances for the proposed project, such that the City would no longer receive the best value if it were to proceed without negotiations.

4.5 No Liability of City

Each bidder acknowledges and agrees that the City, its representatives and agents shall have no liability to any bidder whose bid is not accepted. Without limiting the generality of the foregoing, each bidder acknowledges and agrees in favour of the City as follows:

- (a) the City, its representatives and agents, shall not be liable to any bidder in contract, tort, restitution, or under any other legal theory for any claim, action, cost, loss, damage or liability whatsoever and howsoever arising from the procurement process, including but not limited to any act or omission by the City, its employees, representatives and agents, or the rejection of any or all bids or the selection of any bidder for award of contract; and
- (b) the bidder hereby absolutely and irrevocably releases the City, its employees, representatives or agents from any claim, action, cost, loss, damage or liability that such bidder may incur or suffer whether in contract, tort, restitution, or under any other legal theory whatsoever and howsoever arising from the procurement process, including but not limited to any act or omission by the City, its employees, representatives and agents, or the rejection of any or all bids or the selection of any bidder for award of contract.

5.0 COMMUNICATION AFTER ISSUANCE OF RFT

5.1 Bidders to Review RFT

Bidders should promptly examine all of the documents comprising this RFT and may direct questions or seek additional information in writing to the e-bidding system "Submit a Question" function on or before the deadline for questions. An on-screen confirmation message will appear in the e-bidding system once the question has been received. No such communications are to be directed to anyone or by any other means than submission through the e-bidding system and the City shall not be responsible for any information provided by or obtained from

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

any source other than the RFT Contact or the e-bidding system. It is the responsibility of the bidder to seek clarification through the e-bidding system on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the bidder concerning this RFT or its process.

The submission of a bid shall be deemed proof that the bidder has satisfied itself as to all the provisions of the RFT, all the conditions which may be encountered, the materials and level of effort required, and any other matter which may affect their ability to perform the contract satisfactorily, should their bid be selected.

5.2 All New Information to Bidders by Way of Addenda

This RFT may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all bidders by addendum. Each addendum forms an integral part of this RFT and may contain important information, including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by the City through the e-bidding system. Bidders will be required to check a box for acceptance of addenda before submitting their bid through the e-bidding system.

No oral interpretation or clarification provided to a bidder will be effective to modify any provisions of the bid request.

Bids that do not contain evidence of receipt of all addenda will be deemed to be “incomplete” and will not be accepted in the e-bidding system.

In the event that an addendum is issued after a bidder has submitted its bid, the e-bidding system will change the status of the bid to “incomplete” and the bidder will be required to acknowledge the addendum and resubmit its bid prior to the bid closing date and time.

5.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the deadline for issuing addenda, the City may extend the closing date & time for a reasonable period of time.

5.4 Verify, Clarify, and Supplement

When evaluating bids, the City may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder’s bid, including but not limited to clarification with respect to whether a bid meets the mandatory technical requirements set out in Section 4.0 of the RFT Particulars. The City may revisit, re-evaluate and rescore the bidder’s bid or ranking on the basis of any such information.

6.0 NOTIFICATION AND DEBRIEFING

6.1 Notification to Other Bidders

Once the lowest-compliant bidder is selected by the City, the other bidders may be notified directly in writing or by public posting of the outcome of the procurement process.

6.2 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFT Contact and must be made within three (3) days of such notification, unless the notification provides otherwise.

6.3 Procurement Bid Awards and Bid Protest Policy

If a bidder wishes to challenge the RFT process, it should provide written notice to the Manager, Procurement Services in accordance with the City's [Bid Awards and Bid Protests Policy](#).

7.0 AWARD

The lowest-compliant bidder will be identified through the review process described in the bid request. Staff will then recommend the bidder for award to senior management or Council, as applicable.

The City reserves the right to select and retain the bidder it deems best suited to perform the contract in its sole discretion.

Upon approval of the award recommendation, a notice of award will be issued to the successful bidder. The successful bidder must, at its own expense, submit all contract execution documents to the City in accordance with the specific instructions contained in the bid request or in the notice of award.

No work shall commence and no expenses shall be incurred by the recommended bidder until they have received an executed contract from the City.

8.0 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

8.1 Conflict of Interest

For the purposes of this RFT, the term "Conflict of Interest" includes, but is not limited to, any perceived, potential or actual situation or circumstance where in relation to the RFT process or contract, the bidder:

- (a) has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its bid that is not available to other bidders; (ii) having been involved in the development of the RFT, including having provided advice or assistance in the development of the RFT; (iii) receiving advice or assistance in the preparation of its bid from any individual or entity that was involved in the development of the RFT; (iv) communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process), or (v) engaging in conduct that

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

compromises, or could be seen to compromise, the integrity of the open and competitive RFT process or render that process non-competitive or unfair;

- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations;
- (c) has commitments, relationships or financial interests that:
 - a. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment by any personnel of the City or its advisors; or
 - b. could or could be seen to compromise, impair or be incompatible with the effective performance of a bidder's obligations under the final contract if that bidder was determined to be the successful bidder under the RFT process;
- (d) has contractual or other obligations to the City that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the RFT process or the final contract;
- (e) is, or employs, a former employee of the City that has relevant knowledge of the work to be performed under the final contract;
- (f) has a relationship with an employee or former employee of the City that works on, or has worked on, the City's RFT process or the final contract that is:
 - a. a personal relationship in the form of a spouse, child, brother, sister, parent, mother or father-in-law, son or daughter-in-law, or with another individual person who shares their home; or
 - b. a financial relationship; or
- (g) has a financial interest in more than one bid.

8.2 Disqualification for Conflict of Interest

The City may disqualify a bidder for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

The City may waive any and all Conflicts of Interest. A waiver may be upon such terms and conditions as the City, in its sole and absolute discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the bidder to put into place such policies, procedures, measures and other safeguards

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

as may be required by and be acceptable to the City, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.

8.3 Disqualification for Prohibited Conduct

The City may disqualify a bidder, rescind notice of selection, or terminate a contract subsequently entered into if the City determines that the bidder has engaged in any conduct prohibited by this RFT.

8.4 Prohibited Bidder Communications

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the e-bidding system.

8.5 Bidder Not to Communicate with Media

Bidders must not at any time directly or indirectly communicate with the media in relation to this RFT or any agreement entered into pursuant to this RFT without first obtaining the written permission of the RFT Contact.

8.6 No Lobbying

Bidders must not, in relation to this RFT or the review and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful bidder(s).

8.7 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the City; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

8.8 Past Performance or Past Conduct

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation, or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

9.0 CONFIDENTIAL INFORMATION

9.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFT either before or after the issuance of this RFT

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFT and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the bidder to the City immediately upon the request of the City.

9.2 Confidential Information of Bidder

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required or permitted by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFT process, including the review of bids. If a bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the RFT Contact.

10.0 GOVERNING LAW AND INTERPRETATION

10.1 General Interpretation

These terms and conditions of the RFT:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

10.2 Procurement Policies

The City's procurement processes are governed in accordance with the requirements of the City's Procurement By-law (No. 0013-2022) and the following policies:

PART 3 – TERMS AND CONDITIONS OF THE RFT PROCESS

- No. 03-06-02 - Bid Review and Evaluation – High Value Acquisitions
- No. 03-06-08 – Bid Awards and Bid Protests
- No. 03-08-04 – Vendor Performance Management and Disqualification
- No. 03-06-09 – Sustainable Procurement Policy
- No. 03-06-11 – Bidding Procedures for Publicly Advertised High Value Acquisitions

The policies are available at the [City's website](#).

PART 4 – PRICING

1.0 INSTRUCTIONS ON HOW TO PROVIDE PRICING

- (a) Bidders shall submit their pricing information electronically within the e-bidding system.
- (b) Prices must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST. HST will be added to the bid amount upon award of contract.
- (c) Prices quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead and expenses, including any fees or other charges required by law.
- (d) Pricing shall remain firm and fixed during the term of the contract. The total cost submitted by the bidder shall be considered as the upset limit for the contract and shall not be exceeded unless written approval is given by the City.
- (e) Refer to Appendix A – RFT Particulars, section 6.0 Special Terms and Conditions of Contract, for any supplemental pricing conditions.

2.0 REVIEW OF PRICING

- (a) The award of the contract (if any) will be to the lowest-compliant bidder, based on the total cost to the City, subject to any mathematical errors, which the City reserves the right to correct.
- (b) Any negotiated changes and/or modifications to the requirements of the contract will be documented and incorporated into the contract.

PART 5 – FORM OF AGREEMENT

The following Form of Agreement, identified by “☒”, shall be entered into by the supplier and the City and shall govern the Deliverables associated with it:

- ☐ City issued Purchase Order, with City Standard Terms and Conditions - Construction, as found in Appendix B
- ☐ City issued Purchase Order, with City Standard Terms and Conditions – Non Construction, as found in Appendix B
- ☒ CCDC 2 - version 2008, as found in Appendix B, with City amendments, as found in Appendix D
- ☐ Agreement, as found in Appendix B