



Request for Proposals

For

Richview Library Waterproofing

Request for Proposals No.: 258-23-TPL-RFP

Issued: Wednesday, November 1, 2023

Submission Deadline: **Displayed on the Library's Online Procurement System**

TABLE OF CONTENTS

PART 1 – INTRODUCTION	3
1.1 Invitation to Proponents	3
1.2 Type of Contract for Deliverables.....	3
1.3 No Guarantee of Volume of Work or Exclusivity of Contract.....	3
1.4 Canadian Free Trade Agreement	3
PART 2 – THE DELIVERABLES	4
2.1 Description of Deliverables	4
2.2 Material Disclosures.....	4
PART 3 – EVALUATION OF PROPOSALS	5
3.1. Timetable and Submission Instructions.....	5
3.2 Stages of Proposal Evaluation	8
3.3 Stage I – Mandatory Requirements, Submission and Rectification	9
3.4 Tie Score	9
PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS	11
4.1 General Information and Instructions	11
4.2 Communication after Issuance of RFP.....	11
4.3 Negotiations, Notification and Debriefing	12
4.4 Prohibited Communications and Confidential Information	14
4.5 Procurement Process Non-binding	15
4.6 Governing Law and Interpretation	16
APPENDIX A – FORM OF AGREEMENT	17
APPENDIX B – SUBMISSION FORM.....	20
APPENDIX C – RATE BID FORM	23
APPENDIX D – REFERENCES	24
APPENDIX E – RFP PARTICULARS	25
B. MATERIAL DISCLOSURES	27

PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation by the Toronto Public Library Board (the “Library”) to prospective proponents to submit proposals for the provision of Richview Library Waterproofing, as further described in Part 2 – The Deliverables (the “Deliverables”).

For the purposes of this procurement process, the “Toronto Public Library Contact” shall be: **Ming Wong, Purchasing Agent**

1.2 Type of Contract for Deliverables

The selected proponent will be requested to enter into negotiations for an agreement with the Library for the provision of the Deliverables in the form attached as Appendix A to the RFP. It is the Library’s intention to enter into the Form of Agreement based on that attached as Appendix A to the RFP with only **one (1) legal entity**.

It is anticipated that the agreement will be executed on or around **December 2023**.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

The Library makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Library may contract with others for the same or similar Deliverables to those described in the RFP or may obtain the same or similar Deliverables internally.

1.4 Canadian Free Trade Agreement

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

The RFP is an invitation to submit offers for the provision of Richview Library Waterproofing, as further described in Appendix E – RFP Particulars.

2.2 Material Disclosures

Proponents should refer to Appendix E – RFP Particulars – Section B (Material Disclosures).

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1. Timetable and Submission Instructions

Proponents should submit their proposals according to the following timetable and instructions.

3.1.1 Timetable

Issue Date of RFP	Wednesday, November 1, 2023
Mandatory Site Meeting	Thursday, November 9, 2023 at 11:00AM
Deadline for Questions	Date and time as displayed on the Library's Online Procurement System
Deadline for Issuing Addenda	Two (2) business days before Submission Deadline
Submission Deadline	Date and time as displayed on the Library's Online Procurement System
Rectification Period	Five (5) business days

*** The RFP timetable is tentative only and may be changed by the library at any time.

Site Meeting

1. The Library will not conduct additional site meetings for Bidders that fail to attend the site meeting.
2. Bidders will observe all health and safety requirements during the site visit. Bidders acknowledge that the Bidder, its employees and its representatives attend site the site visit at their own risk.
3. No statement, consent, waiver, acceptance, approval or anything else said or during the site visit by the Library or its representatives will amend or waive any provision of the RFP documents, or be binding on the Library or be relied upon in any way by Bidders or their advisors, except when and only to the extent expressly confirmed in an Addendum to the RFP document issued in accordance with RFT [section 4.2.2](#).

Site Visit Details:

1. The Library will be conducting a **Mandatory Site Meeting:**
Thursday, November 9, 2023
11:00 AM – 12:00 PM, Toronto local time
2. Location of site meeting will be:
Richview Library
1806 Islington Ave, Toronto, ON M9P 3N3

Bidders are asked to meet the Library's representative inside the main entrance.

The site meeting will begin once the site meeting coordinator collects the sign-in sheet and declares the meeting as started.

Responses must be uploaded to the Library's Online Procurement System no later than the Submission Deadline to:

Proponents can submit questions on Bonfire at:
<https://torontopubliclibrary.bonfirehub.ca/opportunities/72496>

The RFP timetable is tentative only, and may be changed by the Library at any time.

3.1.2 Proposals Should Be Submitted in Prescribed Manner

Proposals should be submitted at:
<https://torontopubliclibrary.bonfirehub.ca/opportunities/72496>

The RFP is available only through the Library's online procurement system, managed by Bonfire ("Online Procurement System"). For further information about Bonfire, visit their website at: <https://gobonfire.com/>

1. Suppliers that intend to respond to the RFP must ensure that they have the necessary hardware and software to access the RFP through the Online Procurement System. Suppliers that intend to respond to the RFP must check the Online Procurement System from time to time for the addition, deletion or amendment of any documents related to the RFP, Addenda and the posting of responses to Questions. Suppliers at all times must keep themselves informed of and take into account the most current version of the RFP and other Library Materials available on the Online Procurement System.
2. It is recommended that Suppliers monitor their spam/ clutter/ junk filters to ensure they do not miss automatically generated messages sent by the Online Procurement System that relate to this RFP.
3. It is the sole responsibility of the Supplier to ensure that its Proposal is received by the Library on or before the Submission Deadline. It is the sole responsibility of the Supplier when submitting a Proposal to ensure that it is submitted correctly and in accordance with the Online Procurement System's rules and requirements. For assistance with registration, login credentials, subscription information, fees and general use of the Online Procurement System, Suppliers are advised to contact Bonfire directly at <https://support.gobonfire.com/hc/en-US>.
4. The Library will not assume any risk, responsibility or liability whatsoever to any Supplier for ensuring that the Online Procurement System is in good working order or that the Suppliers are able to download or upload documents or other material from or to such system, including delays caused by the Online Procurement System when responding to Suppliers' requests for technical and product support. The Library makes no representation, warranty or condition

that the Online Procurement System's system will be uninterrupted, timely, secure, or error-free.

5. Each Supplier is solely responsible for accessing the RFP through the Online Procurement System in sufficient time prior to the Submission Deadline to enable the Supplier to submit a Proposal.

3.1.3 Submission of Proposals

Proposals should be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

1. The Online Procurement System will not accept any Proposals that are attempted to be submitted after the Submission Deadline. The expiry of the Submission Deadline and submission time of a Proposal shall be determined by the Online Procurement System.
2. It is the Supplier's sole responsibility to ensure its Proposal is received by the Submission Deadline in accordance with the requirements of this RFP. The receipt of Proposals can be delayed due to a number of factors including "internet traffic", file transfer size and transmission speed. The Supplier should allow sufficient time to download, complete and upload, as applicable, the submission forms comprising its Bid and any attachments.
3. A Bid will only be considered to be submitted once it has been received by the Library in the Online Procurement System. The time of such receipt is reflected by the time stamped acknowledgement of receipt generated by the Online Procurement System, regardless of when the Bid was submitted by the Supplier. A Supplier may access such time stamped acknowledgement of receipt using the response history function of the Online Procurement System to confirm the submission time of its Proposal.
4. Suppliers should submit the Proposal in the format presented, prescribed and compatible with the requirements of the RFP and the Online Procurement System and must include all attachments required by the Online Procurement System. Failure to fully complete the forms presented, or uploading documents in non-prescribed locations of the Online Procurement System, as applicable, may effect the Library's ability to accurately evaluate the Proposal.
5. The forms, documents and other items outlined in the Requested Information section of the Online Procurement System must be completed in their entirety and submitted in the format presented and prescribed by the Online Procurement System and in accordance with the requirements of the RFP. Proposals cannot be submitted at the Submission Deadline until all of the conditions listed in the Online Procurement System's Requested Information section are met.
6. Any documents forming part of a Proposal uploaded to the Online Procurement System by the Supplier must:

- a. not have a security password; and
 - b. not be defective, corrupted or blank.
7. If there is any discrepancy whatsoever between:
- a. the information input directly by Suppliers into the interface of the Online Procurement System and the electronic copy of any documentation uploaded to the Online Procurement System, information input directly by Suppliers into the interface of the Online Procurement System shall govern; or
 - b. any documentation physically delivered by Suppliers and the electronic version of such documentation uploaded to the Online Procurement System, such electronic version shall govern.
8. All Suppliers should exercise extreme care when completing their Proposal submissions, as failure to complete the Proposal fully or to comply with the requirements of this RFP may effect the Proposal evaluation, including refusal by the Library to evaluate the Proposal.

3.1.4 Withdrawing Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the Library's Contact and must be signed by an authorized representative. The Library is under no obligation to return withdrawn proposals.

3.2 Stages of Proposal Evaluation

The Library will conduct the evaluation of proposals in the following three (3) stages:

3.2.1 Stage I

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the Library issues its rectification notice to the proponent.

3.2.2 Stage II

Stage II will consist of a scoring by the Library of each qualified proposal on the basis of the rated criteria.

3.2.3 Stage III

Stage III will consist a review of each qualified proposal to determine the lowest price. The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

3.2.4 Ranking of Proponents

At the conclusion of Stage III, the highest ranking proponent from Stage III will be selected for contract negotiations in accordance with Part 4 - Terms and Conditions of the RFP Process.

3.3 Stage I – Mandatory Requirements, Submission and Rectification

3.3.1 Submission and Rectification Period

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a proponent may not make any changes to any of the forms. Proponents submitting proposals that do not meet the mandatory requirements will be provided an opportunity within the Rectification Period to rectify any deficiencies.

3.3.2 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

3.3.3 Rate Bid Form (Appendix C)

Each proponent must include a Rate Bid Form (Appendix C) completed according to the instructions contained in the form as well as the following instructions:

- (a) rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately; and
- (b) rates quoted by the proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Library, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

3.3.4 Other Mandatory Requirements

Other Mandatory Requirements are set out in Appendix E – RFP Particulars – Section C (Mandatory Submission Documents).

3.3.5 Rectification Period

Proposals satisfying the mandatory requirements during the Rectification Period will proceed to Stage II. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration.

3.4 Tie Score

In the event of a tied low price, the selected proponent will be the proponent with the highest technical score based on the rated criteria.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of the RFP where that request was made.

4.1.2 Proposals in English

All proposals are to be in English only.

4.1.3 The Library's Information in RFP Only an Estimate

The Library and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP 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 the RFP.

4.1.4 Proponents Shall Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

4.2 Communication after Issuance of RFP

4.2.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising the RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the Library Contact, or through the Library's Online Procurement System on or before the Deadline for Questions. All questions submitted by proponents by email to the Library Contact shall be deemed to be received once the email has entered into the Library Contact's email inbox. No such communications are to be directed to anyone other than the Library Contact. The Library is under no obligation to provide additional information.

It is the responsibility of the proponent to seek clarification from the Library Contact on any matter it considers to be unclear. The Library shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

4.2.2 All New Information to Proponents by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If the Library, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by the Library. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

4.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, the Library may at its discretion extend the Submission Deadline for a reasonable amount of time.

4.2.4 Verify, Clarify and Supplement

When evaluating responses, the Library may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. Library may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

4.2.5 No Incorporation by Reference

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

4.2.6 Proposal to Be Retained by the Library

The Library will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 Negotiations, Notification and Debriefing

4.3.1 Selection of Top-Ranked Proponent

The top-ranked proponent, as established under Part 3 – Evaluation of Proposals, will receive a written invitation to enter into direct contract negotiations with the Library.

4.3.2 Timeframe for Negotiations

The Library intends to conclude negotiations with the top-ranked proponent within thirty (30) days commencing from the date the Library invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

4.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this Part 4 – Terms and Conditions of the RFP Process and the Submission Form (Appendix B) and will not constitute a legally binding offer to enter into a contract on the part of the Library or the proponent. Negotiations may include requests by the Library for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Library for improved pricing from the proponent.

4.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between the Library and the selected proponent.

4.3.5 Failure to Enter Into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days, the Library may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules in this Part 4 – Terms and Conditions of the RFP Process and the Submission Form (Appendix B), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. Once the above-noted timeframe lapses, the Library may discontinue further negotiations with the top-ranked proponent and begin negotiations with the next-best-ranked proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until the Library elects to cancel the RFP process.

4.3.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between the Library and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

4.3.7 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the Library Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.3.8 Bid Protest Procedure

Any dispute, complaint, or protest in respect of this RFP by a proponent, including prior to and subsequent to the acceptance of a response by the Library shall be addressed in

accordance with the Pre-Award Bid Dispute and Post-Award Bid Dispute process under Article 9 of the Library's Purchasing Policy, which can be found on the Library's website at: <https://www.torontopubliclibrary.ca/terms-of-use/library-policies/purchasing-policy.jsp>.

4.4 Prohibited Communications and Confidential Information

4.4.1 Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.4.2 Proponent Not to Communicate with Media

A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Library Contact.

4.4.3 Confidential Information of the Library

All information provided by or obtained from the Library in any form in connection with the RFP either before or after the issuance of the RFP

- (a) is the sole property of the Library and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from the Library; and
- (d) shall be returned by the proponents to the Library immediately upon the request of the Library.

4.4.4 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Library. The confidentiality of such information will be maintained by the Library, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to the Library's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the Library Contact.

4.4.5 Inappropriate Conduct

The Library may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the Library, that constitutes a Conflict of Interest. The Library may also disqualify a proponent for any conduct, situation or circumstance that constitutes a Conflict of Interest in respect of this RFP process, as solely determined by the Library. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

4.5 Procurement Process Non-binding

4.5.1 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor the Library shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

4.5.2 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the Library by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

4.5.3 Non-binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

4.5.4 Disqualification for Misrepresentation

The Library may disqualify the proponent or rescind a contract subsequently entered into if the response contains misrepresentations or any other inaccurate, misleading or incomplete information, or if proponent fails to submit the necessary performance

security, written attestation of compliance with COVID-19 Contractor Vaccination Policy or insurance certificates. The Library may then may invite the next-best-ranked proponent to enter into negotiations to finalize an agreement or the Library may elect to cancel the RFP process.

4.5.5 References and Past Performance

The Library's evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with the Library, the City of Toronto, or other City of Toronto divisions or boards.

4.5.6. Cancellation

The Library may cancel or amend the RFP process without liability at any time.

4.6 Governing Law and Interpretation

4.6.1 Governing Law

The terms and conditions in this Part 4 – Terms and Conditions of the RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall 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.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

TORONTO PUBLIC LIBRARY PURCHASE ORDER TERMS AND CONDITIONS

In the absence of more specific terms and conditions contained in the call document or any written agreement, the following general terms and conditions will apply unless otherwise indicated herein:

1. All Goods or Services, specified in this purchase order (“PO”), shall be supplied or performed at the price or prices and on the basis set forth or referred to in and in accordance with the Offer and this order. The basis on which this PO is given shall include any specifications, plans, price schedules, samples, addenda or other details pertaining thereto, or provided in connection therewith.
2. In the event that the Library and Vendor have a Contract for the provision of the Goods and services in the PO, the provisions set out in the Contract shall prevail provided that:
 - a) to the extent a PO schedule provides a more specific description of a matter dealt with in the Contract, the Contract shall be interpreted in a manner so as to give effect to the specification provided in the schedule; and
 - b) any provision establishing a higher standard of performance or service shall take precedence over a provision establishing a lower standard of performance or service.
3. No terms or conditions endorsed upon, delivered with or contained in the Vendor’s Offer, quotation, acknowledgement of order, specification, proof of delivery or any other document supporting the transaction of the PO will form part of the terms and the Vendor waives any right which it might otherwise rely on such terms and conditions.
4. The prices stated are payable in Canadian funds and any federal goods and services tax shall be shown as a separate item.
5. Vendor shall, at its own expense, pack, load, and deliver Goods to the delivery location and in accordance with the contract, delivery terms, shipping, packing, and other instructions mentioned in the Purchase Order or otherwise provided to Vendor in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable PO or otherwise agreed to in writing by the Library.
6. The Library shall have the right to cancel at any time this PO or any contract or any part of any contract resulting from this PO in respect to the Goods or Services, covered thereby, not delivered or performed at that time, without incurring any liability whatsoever in respect thereto.
7. All Goods or Services performed pursuant to this PO shall be subject to inspection by the Library at the point of unloading or site of the work or services. No extra charge shall be made by the Vendor for packaging, packing or containers.

8. No verbal arrangement or agreement, relating to the Goods or Services, specified in this PO, will be considered binding and every notice, advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.
9. The following laws, regulations, by-laws and [policies](#) are to be complied with and applied to any Goods or Services to be delivered by virtue of this purchase order:
 - (a) Financial Control Policy
 - (b) [Procurement Processes Policy](#)
 - (c) [Municipal Freedom of Information and Protection of Privacy Act](#)
 - (d) [City of Toronto's Fair Wage Policy](#)
 - (e) [Occupational Health and Safety Act](#)
 - (f) [COVID-19: Vaccination Policy for Contractors](#)
10. The vendor warrants that any goods to be supplied under this PO, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose. If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this PO, the Library, in addition, to any other rights which it may have under warranties or otherwise, shall have the right to reject and return such goods at Vendor's expense, such goods not to be replaced without suitable written authorization from the Library.
11. All goods must bear markings and labels required by applicable Federal, Provincial and Municipal laws and regulations. Material Safety Data Sheets must be included with any Goods as required by the above-mentioned laws and regulations. The vendor shall comply with all applicable federal, provincial and local rules and regulations in respect to provision of the Goods and Services.
12. For work that is being done on the Library's premises, the Vendor shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of any work and except to the extent that any such injury is due solely and directly to Library's negligence, as the case may be, shall indemnify the Library against all loss which may result in any way from any act or omission of the Vendor, its agents, employees, or subcontractors, and Vendor shall maintain such Public Liability, Property Damage and Worker's Compensation or Employer's Liability Insurance as will protect the Library from said risks and from any claims under any applicable Workplace Safety Insurance Board regulations.
13. The vendor must furnish on request and at no charge to the Library, customs certification of importation, and sale, and copy of import entry to cover and goods on this order, which were imported even when such materials were imported duty free.
14. The vendor shall at all times well and truly save and fully indemnify the Library and its employees and agents from and against all actions, suits, demands, loss, costs, charges and expenses, brought or made against or incurred by the Library, its

employees and agents, in any way relating to the Goods and Services supplied pursuant to this PO.

15. The vendor warrants that no Library employee has any interest whatsoever in any contract between the vendor and the Library.
16. Any person of Corporation contracting with the Library pursuant hereto, their representatives and assigns, shall forfeit all claims under the contract, and all work done or materials, goods, ware or merchandise furnished under it, if it shall appear that an employee of the Library at any given time or agreed to be given an interest therein.
17. Under contract with the Library pursuant hereto, payment shall not be made until a declaration, which may be required by the Library, of the person claiming payment, or of such other person as the Library deems acceptable, is made to the effect that no employee of the Library, is in private capacity, directly interested in such account, or in any part of the work or materials, goods, ware or merchandise mentioned therein, or of the money thereby claimed, and that amount of the account is correct.
18. The PO shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.
19. If the vendor fails or neglects to comply with any of the conditions set out in this document, the Library without notice may unconditionally cancel any contract with the vendor.
20. Subject to any agreed upon provision for progress payments or discounts, payment will be made thirty (30) calendar days from the date an invoice is received, or delivery of the Goods or Services is made, whichever is later.
21. Soft copies of invoices to be sent to e-bills@tpl.ca with copy to the contact person mentioned in the PO. Physical copies of Invoices and delivery notes shall be sent to; Toronto Public Library, Finance services - Accounts Payable, 789 Yonge Street, Toronto, ON M4W 2G8
22. Unless the context otherwise requires, the following terms have the meanings indicated below:
 - a) "Library" means the Toronto Public Library Board
 - b) "Vendor" means the person, persons, or Corporation to whom the PO is issued.
 - c) "Goods" means all products to be provided by the Vendor, described in the Purchase Order, and includes the services that are necessary to supply and deliver the Goods by the Vendor
 - d) "Services" means all services to be provided by the Vendor, described in the Purchase Order, and includes all equipment, materials, drawings, plans and processes necessary to provide the Services by the Vendor.
 - e) "Offer" means the Vendor's written quotation that spells out such terms as quantity, quality, price, and time and place of delivery.

[End of Appendix A]

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one (1) person to be the Proponent's contact for the Process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Contact Name and Title:	
Contact Phone:	
Contact Email:	

2. Acknowledgment of Binding Procurement Process

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a bid, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement and offers to provide the Deliverables in accordance therewith at the rates set out in the Rate Bid Form.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance the all of the requirements of the RFP, including, without limitation, those performance standards set out in Appendix D.

4. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the Library prior to the Deadline for Issuing Addenda. The onus remains on proponents to

make any necessary amendments to their response based on the addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: _____. If the proponent fails to complete this section, it will be deemed to have received all issued addenda.

5. Compliance with Policies

By completing this Submission Form, the Supplier declares that the Supplier and its proposed Subcontractors agree to comply with Library's and City's policies:

- a) Financial Control Policy
- b) [Procurement Processes Policy](#)
- c) [Municipal Freedom of Information and Protection of Privacy Act](#)
- d) [City of Toronto's Fair Wage Policy](#)
- e) [Occupational Health and Safety Act](#)
- f) [COVID-19: Vaccination Policy for Contractors](#)

Copies of the above policies are available on request.

By signing this Submission Form, the proponent agrees to be bound by the policies listed above, whether the proponent has obtained copies of the policies or not. Without limiting the proponent's acknowledgement of the Library's policies, the proponent agrees to provide the Library with ongoing disclosure of any changes to compliance with any polices during the Process or the term of any contract.

6. Declarations

By signing and submitting this form the proponent declares the following:

- It has read and understands its obligations under the Library's Supplier Code of Conduct and further certifies that the proponent, and any of its proposed subcontractors, shall agree to provide the services in compliance with the Library's Supplier Code of Conduct. The Library's Supplier Code of Conduct can be viewed at the link below:
<https://www.torontopubliclibrary.ca/terms-of-use/library-policies/purchasing-policy.jsp#Supplier>
- That (a) there was no Conflict of Interest in connection with preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP process. For these purposes a Conflict of Interest is as described in the Library's [Purchasing Policy](#).
- that it has no affiliation or other relationships with other proponents that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

7. Disclosure of Information

The proponent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure by the Library of this response, on a confidential basis, to the advisers retained by the Library to advise or assist with the RFP process, including with respect to the evaluation of this response.

I/we hereby submit my/our response for the provision of the goods and/or services as described within the RFP Document.

Signature of Proponent Representative

Signature of Proponent Representative

Name of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Title of Proponent Representative

Date

Date

I have the authority to bind the Proponent.

I have the authority to bind the Proponent.

THIS MANDATORY FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH THE RESPONSE OR THE SUBMISSION MAY BE DECLARED INVALID.

[End of Appendix B]

APPENDIX C – RATE BID FORM

Proponents shall complete the Richview Library Waterproofing Bid Table (BT-25MY) at the Bonfire page below:

<https://torontopubliclibrary.bonfirehub.ca/opportunities/72496>

Disbursements, such as printing of documents, couriers, telephone charges, mileage, parking etc. must be included in the lump sum price.

Pricing will be evaluated based on the lowest total stipulated sum set out in the Bid Table for Proponents that have passed the minimum threshold in Appendix E, Rated Criteria, Stage II.

[End of Appendix C]

APPENDIX D – REFERENCES

Intentionally omitted. Not required for this RFP.

[End of Appendix D]

APPENDIX E – RFP PARTICULARS

A. THE DELIVERABLES

Proponents are to provide waterproofing services for Richview Library. Refer to the following attachment prepared by McIntosh Perry listed below for scope of work relating to this project.

S1 - Project No. CCO 22-2526 Scope of Work and Drawings issued for tender, dated July 10, 2023.

1. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Respondents who do not meet a minimum threshold score for a category will not proceed.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
Stage II		
Project Experience and Qualifications – Including CCDC11 (see section 1.1)	40	28
Proposed Team Experience & Respondent’s Capability (see section 1.2)	40	28
Workplace Injury Summary Report (WISR) (see section 1.3)	20	14
Total Points	100	N/A
Stage III		
Pricing	100	N/A

1.1 Experience and Qualifications (40 points)

Each respondent should provide in its response:

- Completed CCDC11, Contractor’s Qualification Statement (20 points).
Note: Bidders are to provide a **maximum** of five (5) projects for each CCDC11 Appendix. If more projects are provided for any appendix, only the first five (5) projects will be considered for evaluation. The CCDC11 will be evaluated based the value, size, relevancy and complexity of the projects listed therein as well as their completeness and organization. Each respondent **MUST** have experience with Division 31 – Earthwork and Division 7 – Waterproofing. Experience with

public sector using the design-bid-build delivery model is an asset. The CCDC11 will be evaluated as follows:

- Appendix A – 4 points
 - Appendix B – 9 points
 - Appendix C – 3 points
 - Overall completeness and organization – 4 points
- Technical Experience & Qualifications document that contains the following (20 points):
 - a brief description of the respondent;
 - an organizational chart to show the team who will be working on this project (i.e. Principal, Project Manager, Site Superintendent, etc.
 - Details regarding involvement with professional organizations, publications of work and awards as it relates to quality of construction projects, customer service excellence and community/social & environmental initiatives.

1.2 Proposed Team Experience & Respondent's Capability (40 points)

Respondents are to confirm that they can provide experienced and qualified team members by providing the information requested below:

Provide **resumes for the proposed project team** of the positions outlined below.

For Site Superintendent (20 points), the Library requires the following qualifications:

- Minimum ten (10) years of experience in projects of similar nature, size, type, scope and complexity.
- Expert experience with the coordination of sub-trades in large-scale projects.
- Experience with providing conflict resolutions.

For Site Equipment Operators and Waterproofing System Installers (20 points), the Library requires team members with the following qualifications:

- Minimum five (5) years of experience as a Site Equipment Operator and Waterproofing System Installer on projects of similar nature, size, scope and complexity.
- Relevant certifications are an asset.

1.3 Workplace Injury Summary Report (WISR) (20 points)

Each respondent is to provide a copy of the above mentioned report from WSIB, which covers the past five (5) year period for accidents.

Project Schedule

- Commence waterproofing services upon receipt of a purchase order.
- Completion date for project is 20 weeks.

B. MATERIAL DISCLOSURES

Indemnification & Insurance Requirements

The successful proponent will be required to agree to the following respecting liability and indemnity. The successful bidder agrees that the Library shall not be liable for any injury or damage (including death) to any employees, officer or agent of the vendor, unless injury loss or damage is caused by the negligence of an officer or employee of Library while acting within the scope of his/her employment.

The successful bidder agrees that it shall, at all times, indemnify and save harmless the Library, each of its elected officials, officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suits or other proceedings made, sustained, brought or made upon the Library in respect to any costs, expenses, loss, damage or injury, including death, and reasonable legal fees, arising out of any cause, whether direct or indirect, by reason of or in connection with negligent acts or omissions of the vendor or any of its officers, directors, employees or agents in connection with the services performed, purportedly performed or required to be performed by the vendor under this contractual agreement.

Notwithstanding any clauses in Appendix A - Form of Agreement, the successful bidder agrees to purchase and maintain in force, at its own expense and for the duration of the Services, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the Library. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the Library prior to the commencement of the Services:

Comprehensive General Liability coverage provided that the policy:

- is in the amount of not less than Two Million Dollars (\$2,000,000), per occurrence;
- adds the City of Toronto and the Toronto Public Library Board as additional insured;
- has provisions for cross-liability and severability as between the Preferred Proponent and the Library and the City, non-owned automobile liability, employer's liability and/or contingent employer's liability, broad form contractual liability, broad form property damage liability, products and completed operations liability and personal injury liability; and

- includes a clause, which will provide the Library with thirty (30) days' prior written notice of cancellation

Automobile Liability insurance with a minimum limit of Two Million Dollars (\$2,000,000) for all owned or leased licensed motorized vehicles used in the performance of the Services.

It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the successful bidder in the performance of Services. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the successful bidder. At the expiry of the policies of insurance, original signed certificates evidencing renewal will be provided to the Library without notice or demand.

The insurance policies required shall be primary and shall not call into contribution any insurance available to the Library.

The successful bidder is responsible for any loss or damage whatsoever to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage, as would any prudent owner of such materials, goods, supplies and equipment. The successful bidder shall have no claim against the Library or the City of Toronto or the City of Toronto's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the Library and the City of Toronto.

PRE-CONDITIONS OF AWARD

- Insurance Certificate – Upon selection and prior to Award, the selected Bidder must provide a certificate of insurance as per the RFP requirements, with the Toronto Public Library Board and the City of Toronto as an additional insured.
- Submission of valid Workplace Safety & Insurance Board (WSIB) Clearance Certificate.

[End of Appendix E]