



**THE CORPORATION OF THE CITY OF VAUGHAN**

**QUICK QUOTE (QQ)**

**COVER PAGE**

<b>QQ / BID NO:</b>	<b>QQ24-250</b>
<b>QQ / BID NAME:</b>	<b>Painting Arena Beams at Maple Community Centre</b>
<b>CLOSING TIME:</b>	<b>3:00:00 p.m. LOCAL TIME on May 2, 2024</b>
<b>DEADLINE FOR QUESTIONS:</b>	<b>3:00:00 p.m. LOCAL TIME on April 25, 2024</b>
<b>IS A SITE MEETING BEING OFFERED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>IS THE SITE MEETING MANDATORY?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date: Click or tap to enter a date.  Time: Click or tap here to enter text.  Location: Click or tap here to enter text.  Other Details: Click or tap here to enter text.
<b>Procurement Services Department representative for this QQ ("PR"):</b>	Name: Maryann Barranca Title: Procurement Category Analyst  Email address: maryann.barranca@vaughan.ca

## KEY DETAILS

### 1. Prequalification

Must Bidder be prequalified in order to submit a Bid?

- Yes, under prequalification RFPQ # RFPQ22-416
- No

### 2. City's QQ Consultant

If the City has appointed a third-party Architect or Engineer or Contract Administrator or other third party to assist with this Bid opportunity and/or any resulting Contract, details are as follows:

Company/Person Name: [Click or tap here to enter text.](#)

Role: [Click or tap here to enter text.](#)

### 3. List of Appendices

Contract Change Order Form  
Appendix A – Terms of Reference  
QQ24-250 Attachment No. 1 Drawings  
QQ24-250 Attachment No. 2 Photos

### 4. Contractor Insurance Requirements

- Not required, on file in accordance with RFPQ
- As outlined in Appendix A - TOR
- Additional Insured, if any:

[Click or tap here to enter text.](#)

### 5. Other:

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

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### 1. DEFINITIONS

- a. **"Addenda"** means a document made available by the City's Procurement Services Department which amends or clarifies a Bid Document.
- b. **"Bid"** and **"Bid submission"** means a submission by a Bidder in response to the applicable City issued Quick Quote.
- c. **"Bidder"** means the entity submitting a Bid in response to this QQ.
- d. **"Bid Price"** means the Subtotal Contract Amount from 'Schedule of Prices' as submitted by Bidder.
- e. **"Bidding System"** means the web site/system used by the City to make Bid Documents available and receive Bids (<https://vaughanbidsandtenders.ca>).
- f. **"City"** and **"Owner"** means The Corporation of the City of Vaughan.
- g. **"Closing Time"** is identified on the Cover Page of this QQ and is subject to change by Addenda. **"Local Time"** refers to the official time in the City of Toronto.
- h. **"Contract"** and **"Contract Documents"** are defined in section 2 below.
- i. **"Contractor"** means the successful Bidder(s) (if any) who has been issued a purchase order by the City to perform the Work.
- j. **"Quick Quote"** or "QQ" means the QQ named and numbered on the Cover Page and includes all Bid Documents.
- k. **"Work"** means all goods and services to be provided by a Contractor under and pursuant to the Contract.
- l. **"Working Day"** means Monday through Friday inclusive but excluding Saturday and Sunday and any recognized statutory holiday in the City of Vaughan.

## 2. GOVERNING TERMS AND CONDITIONS

- 2.1 **“Bid Documents”** are listed in the Key Details Document in the QQ. Interested entities should review the Bid Documents then determine if they want to submit a Bid.
- 2.2 The **“Contract”** is comprised of the Purchase Order and all Contract Documents.
  - i. **“Purchase Order”** means the City issued purchase order for goods, services, or construction.
  - ii. All Bid Documents form part of the Contract and are referred to as / become **“Contract Documents”** once the Purchase Order has been issued.
- 2.3 City of Vaughan Standard Terms and Conditions of Purchase would apply to the QQ, found on the City’s website under ‘Procurement Services – Vendor Information’.
- 2.4 City reserves the right to accept or reject all or part of any bid and also reserves the right to accept other than the lowest Bid submission and to cancel this Call for Bid at any time.
- 2.5 No substitution for brand name products or services shall be acceptable unless requested.
- 2.6 Bidders agree to deliver and / or completely perform all services, goods, materials, equipment, or work within the contracted time period or immediately as the case may be.
- 2.7 Bidders understand that the bid price quoted shall be irrevocable for a period of Sixty (60) Workings Days.
- 2.8 In no event shall City have any liability for costs incurred by Bidder to prepare its Bid. For certainty, the City is not liable to pay such costs and expenses or to reimburse or compensate Bidders, or persons connected with the Bidder, under any circumstances, including the rejection of any or all Bids, the cancellation of the QQ, changes to the QQ schedule, issuance of Addenda, or the failure to enter into an Agreement with any Bidder.

## 3. E-SUBMISSIONS

- 3.1 The City will ONLY accept Bids uploaded electronically to the City’s Bidding System. Bidders who require accommodations due to a disability should contact the Procurement Services main line at 905-832-8555. If you have problems uploading your Bid, please contact the City’s Procurement Services Department.
- 3.2 The City’s Bidding System Terms of Use Agreement forms part of this QQ.
- 3.3 Bids submitted and/or received by any other method shall be rejected, unless the City has instructed otherwise by published Addendum or a special exception has been granted by the City’s Director of Procurement Services.
- 3.4 A Bid will only be considered to have been submitted once it has been received by the City in its Bidding System. The time the Bid is received shall be determined by the City’s Bidding System web clock.
- 3.5 The Bidding System will send a confirmation email to the Bidder advising that its Bid was submitted successfully. If you do not receive a confirmation email, contact the City’s Procurement Services Dept.

- 3.6 Bidders should not consider their Bid to have been submitted until they have received the confirmation e-mail (oral confirmation will not suffice).
- 3.7 Bidders are cautioned that the time the Bid is received is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is sent for transmission by a Bidder and not when Bidder system indicates Bidder uploaded/sent/transmitted the Bid, as Bid transmission can be delayed in an “Internet Traffic Jam” due to file transfer size, transmission speed, etc. Accordingly, the City recommends that Bidders allow sufficient time to upload their Bid and attachment(s) (if applicable) and to resolve any issues that may arise.
- 3.8 Bids must be received by the Bidding System before the stipulated closing time. Late Bids will not be accepted by the Bidding System.
- 3.9 To ensure receipt of the latest information (and updates via email) regarding this procurement opportunity, or if a Bidder has obtained the QQ from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a ‘Plan Taker’ for this QQ at the at <https://vaughan.bidsandtenders.ca>.
- 3.10 All Bids are subject to the terms and conditions of this QQ and by submitting a Bid, Bidders agree to the terms and conditions herein.
- 3.11 Company Contacts - Regarding having multiple company contacts on the online Vendor account:
  - i. Do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid opportunity).
  - ii. It is recommended that when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your company is a Registered Plan Taker for.
  - iii. Vendor contacts may: act on vendor’s behalf, receive Addendum notifications from the Bidding System, submit Bids electronically through the Bidding System, withdraw and/or edit and/or acknowledge Addendum/Addenda, on behalf of vendor.
  - iv. If you are an invited company contact it is required that you create your login from the link contained in the email invitation. Do NOT create a separate vendor account.

**3.12 Uploading Documents into the Bidding System**

To upload a document:

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

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

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

Documents being uploaded should:

1. be in Adobe pdf format or other format requested by the City; and
2. NOT have a security password.

It is the Bidder’s sole responsibly to ensure that their uploaded document(s):

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

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

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

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

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

### **3.13 Compressing Zip Folders / Files**

To compress (zip) a single file or folder:

- i. Locate the file/folder that you wish to compress (zip)
  - o then right-click on the file/folder
  - o select "Send to"
  - o then click on "Compressed (zipped) folder".
- ii. new compressed (zipped) folder will be created in the same location as the original file.
- iii. To rename the compressed (zipped) folder, right-click on it, click on “Rename” and enter the new name.
- iv. To compress (zip) multiple files into a single folder:
  1. Locate and select the files/folders that you wish to combine
  2. With all of the files selected, right-click, select “Send to”, then click on “Compressed (zipped) folder”.
- v. A new compressed (zipped) folder will be created in the same location as the original files.
- vi. To rename the compressed (zipped) folder, right-click on it, click on “Rename” and enter the new name.

- vii. If you are uploading a compressed (zipped) folder containing more than one (1) document, please ensure that each document is named appropriately.

#### **4. SUBMITTING A QUESTION**

- 4.1 Bidders are responsible for seeking clarification of any matter that they consider unclear before submitting a Bid. The City is not responsible for any misunderstanding of this QQ on the part of the Bidder.
- 4.2 Bidders may submit questions through the City's Bidding System using the "Submit a Question" link associated with the QQ prior to the deadline for questions.
- 4.3 If any Bidder requires an accommodation due to a disability, requests should be directed to the City's PR referenced above.
- 4.4 The City shall not be responsible for responding to questions that are posed by any other method.

#### **5. BLACKOUT PERIOD**

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

#### **6. ADDENDA**

- 6.1 The City may issue Addenda from time-to-time during this procurement process, amending or clarifying any Bid Document.
- 6.2 All Addenda will be posted on the Bidding System. Addenda form part of the QQ.
- 6.3 Bid Documents may only be changed by Addenda posted online on the Bidding System. It is the Bidder's sole responsibility to check the Bidding System for Addendum(s) prior to submitting their Bid.
- 6.4 No oral interpretation or clarification provided to a Bidder will be effective to modify any provisions of the Bid Documents.
- 6.5 Any additional information and/or changes to the Bid Documents will be issued in the form an Addendum.
- 6.6 The City will notify Bidders of the issuance of Addenda via e-mail; however, it is the Bidder's responsibility to ensure that it has downloaded all Addenda prior to submitting its Bid. Bidders should check the Bidding System prior to submitting their Bid and up until the Bid closing time and date in the event additional Addendums are issued.
- 6.7 The City will not be liable for any misdirected notices of Addenda resulting from a Bidders failure to update its contact information in the Bidding System and/or Bidders failing to check for Addenda prior to submitting their Bid.
- 6.8 Bidders shall check a box for each Addendum/Addenda and any applicable attachments that have been issued, before a Bidder can successfully submit their Bid.



- 6.9 Bids that do not contain evidence of receipt of all Addenda will be deemed to be “incomplete” and will not be accepted in the Bidding System.
- 6.10 In the event that an Addendum is issued after a Bidder has submitted its Bid, the Bidding System will change the status of the Bid to “incomplete” and the Bidder will be required to acknowledge the Addendum and resubmit its Bid prior to the bid closing date and time.
- 6.11 For greater certainty, if a Bidder submits its Bid prior to the bid closing time and an Addendum/Addenda is later issued by the Owner, the Bidding System shall
- WITHDRAW the Bid submission and change the Bid submission to an INCOMPLETE STATUS (NOT accepted by the Owner) and the Withdrawn Bid can be viewed by the Bidder in their “MY BIDS” section of the Bidding System. The Bidder is solely responsible to:
- i. make any required adjustments to their Bid; and
  - ii. acknowledge the Addendum/Addenda; and
  - iii. ensure the re-submitted bid is RECEIVED by the Bidding System no later than 3:00:00 p.m. LOCAL TIME (15:00:00 hours) local time, on the Bid closing date.

## **7. ERRORS AND OMISSIONS**

- 7.1 Subject to Section 47 (i) the City shall not be held liable for any errors or omissions in any part of this QQ.
- 7.2 While the City has used considerable effort to ensure an accurate representation of information in this QQ, the information contained in the QQ is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive.
- 7.3 Nothing in the QQ is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the QQ.

## **8. NON-COLLUSION**

- 8.1 A Bidder shall not discuss or communicate about the preparation of their Bid with the contractors currently performing the Work or with any other Bidder without the prior consent of the City.
- 8.2 Each Bidder shall ensure that its participation in this QQ process is conducted without collusion or fraud.
- 8.3 Bidders, by submitting their Bid, declare that the Bid is not made in connection with any other Bidder submitting an offer for the same Work and is, in all respects, fair and without collusion or fraud.

## **9. ANTI-LOBBYING**

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

**10. EXAMINATION OF SITE**

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

**11. MANDATORY MEETINGS**

- 11.1 Lateness, at the sole discretion of the Procurement Representative, and/or failure to attend a mandatory meeting shall result in Bid disqualification and/or rejection.
- 11.2 All Bidders must sign in on the official meeting attendance sheet provided by the Procurement Division.
- 11.3 A representative attending the mandatory meeting on behalf of a Bidder must indicate the Bidder's name on the sign in sheet.
- 11.4 Bidders who have not signed in prior to the commencement of the meeting will be considered late and will be required to leave resulting in disqualification from the QQ process.
- 11.5 At mandatory Work site meetings, 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 Work. No Bidder shall claim, at any time after the Closing Deadline 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 Work due to conditions, features and peculiarities of the site that were evident at the time of the Closing Deadline.
- 11.6 Any new information or changes provided at the site meeting will be summarized and circulated electronically to all attendees after the meeting.

**12. BIDDERS COST**

- 12.1 Subject to Section 47(i), in no event shall the City have any liability for costs incurred by Bidder to prepare its Bid.
- 12.2 For certainty, the City is not liable to pay such costs and expenses or to reimburse or compensate Bidders, or persons connected with the Bidder, under any circumstances, including the rejection of any or all Bids, the cancellation of the QQ, changes to the QQ schedule, issuance of Addenda, or the failure to enter into an Agreement with any Bidder.

**13. BID FORM AND PRICING**

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

**14. SCHEDULE OF ITEMS AND UNIT PRICES**

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

**15. PROVISIONAL ITEMS AND QUANTITIES**

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

**16. AMENDING A BID**

- 16.1 In the event that a Bidder wishes to revise its Bid after it has been submitted, the Bidder must withdraw its Bid, make the necessary changes, and resubmit its Bid, prior to the closing time.
- 16.2 To withdraw then amend a Bid which has already been submitted:
1. Goto the ‘My Bids’ page on the Bidding System
  2. Click on ‘Manage My Submissions’ beside the applicable bid opportunity
  3. Click on “Edit or Withdraw my Submission”
  4. Click on “Edit Submission” (*\*by clicking the ‘Edit Submission’ tab you are withdrawing your submission and will not have a registered submission with the City\**)
- 16.3 The Bidder is solely responsible to ensure the re-submitted bid is RECEIVED by the Bidding System no later than 3:00:00 p.m. LOCAL TIME (15:00:00 hours) local time, on the bid closing date.

**17. WITHDRAWING A BID**

- 17.1 To withdraw a Bid which has been submitted:
1. Goto the ‘My Bids’ page on the Bidding System
  2. Click on ‘Manage My Submissions’ beside the applicable bid opportunity

3. Click on "Edit or Withdraw my Submission"
4. Click on "Withdraw Submission" (*\*by clicking the 'Withdraw Submission' tab you are withdrawing your submission and will not have a registered submission with the City\**)

17.2 Bids may only be withdrawn prior to the Closing Time.

## **PREVIEW ONLINE BIDDING SYSTEM SCHEDULES**

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

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

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

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

# QQ24-250 - Painting Arena Beams at Maple Community Centre

Opening Date: April 18, 2024 8:30 AM

Closing Date: May 2, 2024 3:00 PM

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## Schedule of Prices

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

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

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

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

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

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

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

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

All prices submitted shall be in Canadian funds.

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

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

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

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

## Pricing Schedule

Description	Unit of Measure	Qty	Cost *	Total Cost
Painting Arena Beams at Maple Community Centre	Lump Sum	1		
Subtotal:				

## Summary Table

Bid Form	Amount
Pricing Schedule	
Subtotal Contract Amount:	

## Bid Questions

Please provide your registered HST Number.

Please provide your remittance address.

Please Company Full Legal Name ( if different than the name on the bid submission )



## Addenda, Terms and Conditions

### **BIDDER DECLARATIONS**

1. The Bidder, by submitting this Bid offers to enter into a contract with The Corporation of the City of Vaughan (the "City") to perform the Work described in the Bid Documents, do and fulfill everything indicated in the Contract, and complete the Work strictly in accordance with the Contract Documents within the timelines specified therein at the unit and lump sum prices submitted in the Schedule of Prices.
2. The Bidder acknowledges that if this Bid is accepted, the Schedule of Prices will be form part of the Contract.
3. The Bidder acknowledges that the quantities included in the Schedule of Prices are an estimate of the City's requirements and there is no guarantee that the full quantities of products or work will be required or purchased. The Bidder agrees that in the event that Contract requirements exceed the estimates, payment for those item(s) exceeding the estimates will be made at the tendered price(s) for the item(s).
4. The Bidder confirms that all prices submitted are in Canadian funds.
5. The Bidder confirms that it's prices exclude Harmonized Sales Tax ("HST"), but include all other taxes and duties, as well as any reduction in the Contractor's operating costs due to rebating of any sales taxes. The Bidder agrees that all work performed under the Contract will be subject to HST only.
6. The Bidder agrees that this Bid shall remain open for acceptance, and that the prices will remain firm and unchanged, for the irrevocability period specified in the Bid Documents and the City may at, any time within this period, accept this Bid regardless of whether any other Bid has been previously accepted or not.
7. The Bidder agrees that if this Bid is accepted, and the Bidder is non-resident in Ontario or Canada, it shall obtain a GST/HST Registration Number prior to commencement of the Work.
8. The Bidder confirms that it has the necessary experience, skill and expertise required to fulfill the obligations, duties, liabilities and responsibilities of the Contractor under the Contract.
9. The Bidder declares that no person, firm or organization, other than the Bidder, has any interest in this Bid or in the proposed contract for which this Bid is submitted.
10. The Bidder declares that this Bid is made without any connection to, comparison of figures against, arrangement with, or knowledge of, any other corporation, firm or person submitting a Bid and is in all respects fair and without collusion or fraud.
11. The Bidder agrees that no member of City Council, or officer or employee of the City is, will be, or has become, interested directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in the performance of the Contract, or in any portion of the profit thereof, or any supplies to be used therein, or in any of the monies to be derived therefrom.
12. The Bidder confirms that it has examined the location where the Work will be performed, and the Bid Documents, and is fully informed as to the nature of the Work and conditions relating to its performance.
13. The Bidder acknowledges that any reports made available by the City were compiled for the use of the City and no responsibility will be assumed by the City for the correctness or completeness of the reports.
- 14a. The Bidder agrees to comply with the Occupational Health and Safety Act, RSO 1990, c O.1 and Regulations and all other applicable laws when performing the Work if awarded a Contract.

### **Disclosures (Legal and Conflicts of Interest)**

15. The Bidder represents that, except for any "**Matters**" specifically disclosed:
  - (a) The Bidder is not currently the subject of legal proceedings by the City of Vaughan in respect of Vaughan's Property Standards By-law or Zoning By-laws.
  - (b) The Bidder has not been convicted by a court of such a matter set out in (a) above where the contravention remains.

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

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

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

## 16. Privacy and Information

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

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

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

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

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

## 17. Acknowledgement of Receipt of Addenda

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

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

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

## 18. Bid Irrevocable Period

(a) Unless properly withdrawn, Bids are irrevocable for sixty (60) Working Days, starting on the QQ Closing Deadline

(b) By submission of a Bid, the Bidder agrees that, should the City issue a Notification of Award to the Bidder within the sixty (60) Working Days from QQ Closing Deadline, the Bidder will enter into a Contract with the City for the completion of the Work within seven (7) Working Days from the Notification of Award date, failing which, the City may (without notice or liability) enter into a Contract with another Bidder.

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

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

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

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

**File Name**

**I have reviewed the  
below addendum and  
attachments (if  
applicable)**

**Pages**

**There have not been any addenda issued for this bid.**