

# Standard Terms and Conditions – Facility Services

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## **1.0 General Information**

- 1.1 Tender submissions (“Tender” or “Bid”) responding to this Request for Tender (“RFT”) for The London Public Library (“the LPL”) must be received online through bids&tenders no later than the specified closing time and date.
- 1.2 The LPL reserves the right to accept or reject any and all Tenders. The LPL further reserves the right to award the contract on split-order basis, lump sum basis or individual-item basis, or such combination as shall best serve the interests of the LPL in the opinion of the Director of Finance and Facility Services and the CEO and Chief Librarian of the London Public Library, unless otherwise stated.
- 1.3 All prices must be stated in **Canadian** funds.
- 1.4 Conditions relating to tendering as prescribed in the Tender documents must be complied with. The lowest or any Tender shall not necessarily be accepted.
- 1.5 The acceptance and award of the Tender and execution of an agreement, contract or purchase order may be subject to approval by London Public Library Board.
- 1.6 By submitting a Tender, the Bidder acknowledges and accepts all terms and conditions in this RFT document and all policies and procedures in the Procurement of Goods and Services Policy.
- 1.7 All index and reference numbers in the Tender documents are given for the convenience of the Bidder and such must be taken only as a general guide to the items referred. It must not be assumed that such numbering is the only reference to each item, but the Tender Documents must be read in detail for each item.

## **2.0 Definitions**

- 2.0 Contract Documents: Defined in Standard Construction Documents CCDC2-2020, Definitions with General Conditions.
- 2.1 Tender Documents: Contract Documents supplemented with Standard Terms and Conditions – Facility Services, Request for Tender, Tender Securities and all other forms identified herein.
- 2.2 Insurance Requirements: Defined in Request for Tender, CCDC2-2020 General Condition GC11.1 and Supplementary General Condition 11.1.

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## 3.0 Questions/Addenda

- 3.1 All questions, inquiries and clarifications regarding this RFT are to be submitted to the Director of Finances and Facility Services, Lakshay Gaur ([lakshay.gaur@lpl.ca](mailto:lakshay.gaur@lpl.ca)). Inquiries must not be directed to any other London Public Library employees. Submitting inquiries to anyone else other than the Director of Finance and Facility Services may result in your Tender being rejected.
- 3.2 The LPL assumes no responsibility for any verbal (spoken) information from any LPL staff or from any consultant firms retained by the LPL, or from any other person or persons who may have an interest in this RFT. Amendments or changes to this Tender prior to the closing date and time stated herein will only be in the form of written Addenda and said Addenda will be issued by the Purchasing Team of the London Public Library. Any Addenda will be distributed through bids&tenders. It is the Bidder's sole responsibility to inform itself of any posted Addendum. The LPL makes no promise or guarantee that Addenda will be delivered by any means to any Bidder. By submitting a Tender in response, the Bidder acknowledges and agrees that Addenda shall only be posted on bids&tenders and it is the sole responsibility of the Bidder to check for said Addenda. **Bidders will be unable to submit a submission until all Addenda are acknowledged electronically at bids&tenders.**
- 3.3.1 Where a request results in a change or a clarification to the Tender, the LPL will prepare and issue an Addendum to this Tender. **With the exception of an Addendum delaying the closing or cancelling of this Tender.** No Addendum will be issued within the forty-eight (48) hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the LPL for regular business hours. Bidders that have submitted Tenders prior to the date and time cut-off for Addenda issuance are solely responsible to monitor bids&tenders for further Addendum and are therefore also solely responsible for submitting complete new Tenders acknowledging any said Addendum prior to the closing date and time of the RFT.

## 4.0 Pricing

The prices quoted in the Tender shall be in full compensation for all labour, equipment and materials and utility necessary to perform and complete all work under the contract, including all miscellaneous work, whether specifically included in the Tender documents or not. It is the intention of the drawings and specifications to provide finished work. Any items omitted therefrom which are clearly necessary for the completion of the work shall be considered part of the work, though not directly specified in the Tender documents.

## 5.0 Cash Allowances

- 5.1 All cash allowances shall be carried by the Successful Bidder, not by individual subcontractors. Bidders shall include in their Tender pricing all Cash Allowances called for in this or any Section of the Specification. If allowances specified herein are repeated in trade sections, or if allowances are specified in trade sections but not listed in this section, Bidders are requested to inform the LPL immediately in order that an Addendum may be

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issued to implement the express intent that all cash allowances shall be carried by the Contractor.

- 5.2 No expenditure against cash allowances shall be made or incurred except as instructed by the LPL in writing.
- 5.3 The amounts listed are deemed to be all inclusive but not to include value added taxes (HST).
- 5.4 The LPL reserves the right to call, or to have the Successful Bidder call for competitive bids for portions of the work being paid from the cash allowances.
- 5.5 At the commencement of the work, the Successful Bidder shall prepare for the review and acceptance of the LPL and the consultant, a schedule indicating the times with the construction schedule, that items called for under cash allowances and items that are specified to be purchased by the LPL and Contractor installed or hooked up are required at the site to avoid delaying the progress of work.

### **6.0 Harmonized Sales Tax**

- 6.1 Harmonized Sales Tax (HST) applies to all goods and services purchased by the LPL. HST is calculated, at the applicable tax rate, on these purchases and is payable by the LPL at the time payment is made for the purchase.
- 6.2 Bidders will be required to register for purposes of the tax, collect the tax on their taxable supplies to the LPL and remit as required by legislation. Bidders must supply the LPL with their HST registration number.
- 6.3 The contract price shall be exclusive of all government sales taxes, including H.S.T., custom duties and excise taxes applicable with respect to the contract, and shall be paid by the Bidder unless otherwise provided by statute. The LPL will pay all amounts of the HST in respect of the project.
- 6.4 HST is applicable at each trade level on virtually all goods and services consumed in Canada. Registrants are entitled to a refundable input tax credit for tax paid on goods and services to the extent the goods and services were acquired for use in a commercial activity.
- 6.5 All invoices and progress billings issued to the LPL must contain adequate information and supporting documentation as specified in the HST legislation and prescribed by regulations thereof, for the purpose of input tax credits and/or rebates in respect of the HST payable or paid by the LPL. Specifically, the Bidder must provide their HST registration number and must disclose the amount of HST payable on each billing. Bidders shall make available any other reasonable information which the LPL may require in respect of supporting its claim for input tax credits or rebates.
- 6.6 HST is not due on amounts held back until the period for retaining the holdback has expired. The Successful Bidder will be required to exclude the amount of holdbacks from

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the consideration due for calculation of the HST payable.

## **7.0 Product/System Options**

- 7.1 Materials and equipment specified by a manufacturer's name and catalogue number, trade name, or both are intended to establish a standard of quality and are to form a base bid.
- 7.2 Where one manufacturer's name is mentioned, the Bidder shall use that particular manufacturer for their base bid, unless alternatives or substitutions are permitted by Addendum. Products proposed as alternatives or substitutions must be submitted to the Director of Finance and Facility Services, Lakshay Gaur ([lakshay.gaur@lpl.ca](mailto:lakshay.gaur@lpl.ca)). Drawings, specifications, third party independent test reports and other pertinent data may be requested. Approval can be sought no less than seven (7) working days before the Tender closing date and time. Products approved as alternates or substitutions by the LPL will be included in an Addendum.
- 7.3 It is the Bidder's responsibility to do their own comparison of all specified characteristics to ensure that the alternate does not alter the intent of the drawings and specifications, lessen the performance characteristics and quality of materials, alter weights or dimensions, increase operating or maintenance costs.
- 7.4 Where more than one manufacturer or product is specified, Bidders may select any one of the named manufacturers or products, on which to base their bid price.

## **8.0 Subcontractors**

- 8.1 The LPL reserves the right to reject a proposed subcontractor for reasonable cause.
- 8.2 Refer to GC3.7 of General Conditions.
- 8.3 The Bidders reserves the right to substitute other subcontractors in the event of any subcontractor withdrawing their Tender or becoming bankrupt. Any such substitution shall be subject to the approval of the LPL, and contingent upon evidence of withdrawal or bankruptcy, satisfactory to the LPL.

## **9.0 Access to Information**

The information submitted in response to this Tender will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and in accordance with Procurement of Goods and Services Policy. The Bidder does, by the submission of a Tender, accept that the information contained in it will be treated in accordance with the process set out in this section of the Tender.

## **10.0 Requirements at Time of Tendering**

Bidders are to comply with all of the Requirements at Time of Tendering as listed in the Tender, ***failure to do so shall result in the Tender being rejected.***

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## **11.0 Tender Open for Acceptance**

Bidders shall keep their Tender open for acceptance and irrevocable for the indicated number of days from the closing date of the Tender or a formal contract is executed based on a Tender other than this one.

## **12.0 Withdrawal of Tenders**

A Bidder may edit or withdraw a submitted Tender at any time up to the official closing time. Bidders are solely responsible to:

- make any required adjustments to their Tender;
- acknowledge the Addendum/Addenda; and
- ensure the re-submitted Tender is **RECEIVED** by bids&tenders no later than the closing time and date.

A Bidder who has submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Bidder for this contract.

## **13.0 Informal or Unbalanced Tenders**

Tenders which are incomplete, obscure, or that contain additions not called for, alterations, errors or irregularities of any kind, or contain prices which appear to be unbalanced as to be likely to adversely affect the LPL, may be rejected as informal.

## **14.0 Ability and Experience of Bidders**

No Tender will be considered from any Bidder unless known to be skilled and regularly engaged in work of a character similar to that covered by the drawings and specifications. In addition, it will be required that key staff assigned to the project is experienced and knowledgeable with the specific type of work to be undertaken. In order to aid the LPL in determining the ability of any Bidder, the Bidder shall, within forty-eight (48) hours after being requested in writing by the LPL or the Consultant, furnish evidence satisfactory to the LPL of the Bidder's experience and familiarity with work of the character specified and their financial ability to prosecute the proposed work properly to completion within the specified time.

The evidence requested may, without being limited thereto, include the following:

- (a) The Bidder's performance record with listing of work of a similar character and proportions which they have constructed, giving the name of the owner, date built, construction cost, and the key staff involved with the project.
- (b) A tabulation of other work now under contract, giving the location, type, size, required date of completion and the percent of completion to date of each job.
- (c) A list of key staff including a list of specific experience in the type of work to be undertaken.

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- (d) An itemized list of the Bidder's equipment available for use on the proposed contract.
- (e) A listing of the major parts of the work which are proposed to be sublet, and the subcontractors who will be performing that work and provide information about the skill, ability and experience of the named subcontractors to perform those portions of the work.
- (f) The Bidder's latest financial statement.
- (g) Evidence that the Bidder is licensed to do business in the Province of Ontario, in the case of a corporation organized under the laws of any other Province or Country.

Bidders that do not supply the requested information within the stipulated time period may be disqualified.

### **15.0 Code of Conduct**

Bidders must ensure that they and their subcontractors have reviewed and are compliant with the London Public Library's Code of Conduct and Health and Safety policies. Please see the London Public Library Organizational Readiness policies listed on the Policies webpage.

### **16.0 Single Tender**

A single Tender may be opened or rejected by the LPL in accordance with Procurement of Goods and Services Policy.

### **17.0 Acceptance of Offer**

Acceptance of a Tender will be subject to a formal contract being prepared and executed within the timeframe and in accordance with all the conditions as required in the Tender documents.

### **18.0 Requirements at Time of Execution**

- a) Subject to an award of the contract by the LPL, the Successful Bidder is required to submit four (4) copies of the documentation indicated in RFT in a form satisfactory to the LPL for execution within seven (7) days after being notified in writing to do so by the LPL.
- b) The Successful Bidder will not commence work until such time that all the completed documentation has been received and the contract has been signed by the LPL, in accordance with the conditions required at time of execution.
- c) If the Successful Bidder, for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the LPL shall be at liberty to retain the security deposited by the Bidder for the use of the LPL as liquidated damages, and to accept any other Tender or advertise for new Tenders or carry out the work in any way as the LPL may, in its sole discretion deem best; and also agree to pay to the LPL the difference between the price or prices set out in this Tender and any greater sum or sums which the LPL may expend for which it may become liable by reason of such default or failure,

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including the cost of any advertisement for new Tenders and fully to indemnify and save harmless the LPL and/or its officers, agents or servants from all loss, damage, liability, cost charges, or expense whatever which it, they or any of them may suffer, incur to be put to by reason of any such default or failure.

- d) In cases where the Tender has been accepted and the Successful Bidder fails to execute the Contract and to furnish the required bonds and sureties within seven (7) working days after being notified by the LPL, the deposit submitted may be forfeited for use by the LPL. In cases where a Bidder withdraws their Tender, before the Board of Directors has considered the Tenders, and awarded the Contract, the Tender deposit may be forfeited to the LPL.

### 18.1 Executed Bonds

#### a) Performance Bond

- (i) The Successful Bidder shall furnish an original Performance Bond from a Surety Company licensed to operate in the Province of Ontario, to cover the faithful performance of the contract including the corrections after final payment as provided for in the Contract Documents and the payment of all obligations arising under the contract or as a result of any default, delay, neglect, or wrongful act of the Successful Bidder and including the payment of all resulting legal and engineering expenses incurred by the LPL in the event of any default, delay, neglect or wrongful act by the Successful Bidder. Only the Construction Lien Act Form 32, Performance Bond document is acceptable.
- (ii) The Successful Bidder shall, throughout the term of the contract, advise the Bonding Company of all changes to the contract price or the nature of the work so that the bond may be revised if necessary. The Successful Bidder shall furnish the LPL with a copy of each revision to the bond.

#### b) Labour and Material Bond

- (i) The Successful Bidder shall furnish an original Labour and Material Payment Bond from a Surety Company licensed to operate in the Province of Ontario to cover the faithful performance of the Contract as provided for in the Contract Documents in regard to all payments for labour, materials and services required for the work and the discharge of all liens and claims connected therewith and to cover the payment of all resulting legal and engineering expenses incurred by the City in the event of any default, delay, neglect or wrongful act of the Successful Bidder. Only the Construction Lien Act Form 31, Labour and Material Payment Bond is acceptable.
- (ii) The Successful Bidder shall, throughout the term of the Contract, advise the Bonding company of all changes to the contract price or the nature of the work, so that the bond may be revised if necessary. The Successful Bidder shall furnish the LPL with a copy of each revision of the bond.

### 18.2 Executed Agreement

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### 18.3 Insurance

- (i) Requirements are as described in GC11.1 "Insurance" of the General Conditions of the Contract and as amended in Division 00 73 00 Supplementary Conditions.
- (ii) The Successful Bidder shall, throughout the term of the contract, advise the Insurance Company of all changes to the contract or nature of the work so that the insurance may be revised as necessary. The Successful Bidder shall furnish the owner with each revision.
- (iii) Insurance shall be completed on the City of London's [Certificate of Insurance-Contractor](#). The form can be found on the City of London Procurement and Supply/Information for Vendors web page.

### 18.4 Declaration

Prior to receiving payment for substantial and total performance of the work, the Successful Bidder shall submit a Declaration stating that they have paid all assessments or compensations payable and has otherwise complied with all the requirements of the Workplace Safety and Insurance Board, and that the successful Bidder has paid all taxes and/or penalties imposed on it by the Corporation Tax Act of the Province of Ontario.

Workers' Compensation Declaration Form

### 18.5 Workplace Safety and Insurance Board - Certificate of Clearance

- (i) The Successful Bidder shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every ninety (90) calendar days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. The Successful Bidder further agrees to maintain their WSIB account in good standing throughout the contract period. If the Successful Bidder is a non-construction\*, self-employed individual, partner or executive officer who does not pay WSIB premiums and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the City prior to commencement of work.

\*Construction refers to Class G – Construction of Schedule 1 (O. Reg. 175/98) and/or business activities included in Class G in the WSIB Employer Classification Manual.

Review the revised regulation at the WSIB website.

Review Class G services.

- (ii) The Successful Bidder will be required to produce a Certificate of Clearance from the Workplace Safety and Insurance Board throughout the contract, including all payment certificates.
- (iii) If the Bidder fails to pay the required assessment or compensation, the LPL may



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pay such assessments or compensation to the Workplace Safety and Insurance Board and deduct such amounts from the Successful Bidder.

18.6 Ontario RSO 1990 C.IO Occupational Health and Safety Act & Regulations (Notice of Project)

18.7 Designated Substances Acknowledgement

Complete Notification and Acknowledgement of Designated Substances on Project if applicable.

18.8 Verification of Registration as Contractor (with Ministry Of Labour) (Form 1000)

18.9 Safety Policies and Procedures and Related Documentation

- (i) Written health and safety policy and program where required under Section 25 (2) (j) of the Occupational Health and Safety Act. Where not required under 25(4), Successful Bidders are asked to provide procedures or a written description of safety practices applicable to the work to be performed under the contract.
- (ii) Provide additional documentation/policies/procedures as applicable and as outlined in the contract requirements. These additional requirements, if any, will be found in the Contract Document.

18.10 Contractors General Workplace Health and Safety Requirements

18.11 Completed Contractor AODA Declaration of Accessibility Compliance for Contracted Services form

18.12 Any other documentation listed in RFT.

### **19. Execution of Contract**

Within seven (7) calendar days of written notification of award by the LPL, the Successful Bidder shall furnish bonds as specified in RFT and as modified by GC11.2 In Division 00 73 00 Supplementary Conditions.

### **20.0 Time of Work and Late Completion Damages**

- a) Successful Bidder will commence work as detailed Tender Documents.
- b) Successful Bidder will substantially perform the entire work included in the Contract in accordance with the requirements as set out in Tender Documents and GC 6.5.6 of the Supplementary Conditions.
- c) Successful Bidder will guarantee the work for a period of twelve (12) months from the date of Substantial Performance except special items for which longer guarantees are required as stated in the Specification. Refer to GC12.3 of the General Conditions.

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## **21.0 Site Visits**

The LPL reserves the right to audit or inspect worksites or work activities being conducted on behalf of the LPL by the Successful Bidder throughout the duration of the operations. Such occurrences may be conducted by LPL personnel (i.e. Project Manager or Health and Safety Specialist).

## **22.0 Exclusion of Bidders in Litigation**

The LPL may, in its absolute discretion, reject a Tender submitted by the Bidder if the Bidder, or any officer or managing director of the Bidder is or has been engaged, either directly or indirectly through another corporation, in a legal action against the LPL, its appointed officers and employees in relation to:

- (a) Any other contract or services; or
- (b) Any matter arising from the LPL exercise of its powers, duties, or functions.

In determining whether or not to reject a Tender under this clause, the LPL will consider whether the litigation is likely to affect the Bidders ability to work with the LPL, its consultants and representatives, and whether the LPL's experience with the Bidder indicates that the LPL is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

## **23.0 Exclusion of Bidders Due to Poor Performance**

- (a) The Manager, Facility Services shall document evidence and provide to the Director of Finance, in writing, where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- (b) The Director of Finance may in consultation with the LPL Solicitor, prohibit any unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.