

**Overhead Security Gate Replacement located at 4330 Dufferin Street detailed in the consultant's drawings and specifications documents and according to the City's Contract.**

<b>CLOSING DATE:</b> September 27, 2024	<b>CLOSING TIME:</b> 2:00 PM local time
<b>ISSUED DATE:</b> August 30, 2024	<b>RFSQ Reference NO.:</b> Doc3512316731 <b>Category:</b> 01 – Doors, Windows <b>WORK ASSIGNMENT NO.:</b> CREM-PMO-24-C1-016
<b>DIVISION CONTACT:</b> Malake Abou-Hmaid Corporate Real Estate Management Project Management Office	<b>PHONE NO.:</b> 416-397-5558

<b>BID RECEIPT – Return your Bid by the following submission method:</b>	
E-mail Malake Abou-Hmaid, Project Management Office at <a href="mailto:Malake.AbouHmaid@toronto.ca">Malake.AbouHmaid@toronto.ca</a>	
<b>Mandatory Site Meeting:</b>  YES X  NO  <b>Please email Peter Cho to RSVP for the site visit by September 3rd, 2024:</b> <a href="mailto:Peter.Cho@toronto.ca">Peter.Cho@toronto.ca</a>  <b>Failure to attend will result in your submission being found to be non-compliant.</b>	<b>Location:</b> 4330 Dufferin St, North York, ON, M3H 5R6 <i>Meet North/West corner (Lodestar Rd).</i>  <b>Date:</b> September 05, 2024  <b>Time:</b> 12:30 PM
<b>Deadline for Questions:</b>	<b>Bidders shall submit questions to Project Management Office by:</b>  <b>Date / Time:</b> September 11, 2024 at 2:00PM
<b>Deadline to Issue Addendum:</b>	<b>Date / Time:</b> September 12, 2024 at 2:00PM
<b>Agreement Terms and Conditions:</b>	The work/services shall be performed in accordance with all of the terms and conditions set out in this Request for Quotation and in accordance with the terms and conditions set out in the  Agreement Signed: February 8, 2023  RFSQ No. Doc3512316731
<b>Process Terms and Conditions:</b>	As per RFSQ No. Doc3512316731 and Appendices per call.

**REQUEST FOR QUOTATION FOR:**

**Overhead Security Gate Replacement located at 4330 Dufferin Street detailed in the consultant's drawings and specifications documents and according to the City's Contract..**

<b>RFSQ Reference NO.:</b> Doc3512316731, <b>Category:</b> 01 Windows, Doors	<b>WORK ASSIGNMENT NO.:</b> CREM-PMO-24-C1-016
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<b>Company Name:</b>			
<b>Address:</b>			
<b>Contact Name/Title:</b>			
<b>Telephone No.'s:</b>	<b>Bus. No.:</b>	<b>Cell No.:</b>	<b>Fax No.:</b>
<b>E-Mail Address:</b>			

<b>Total Cost for all that is required as specified herein (HST to be included for all construction projects)</b>	<b>COST</b>	
	<b>SUB-TOTAL</b>	\$ _____
	<b>H.S.T. (13% of Sub-Total above)</b>	\$ _____
	<b>TOTAL</b>	\$ _____

<b>Invoice to be sent to:</b> City of Toronto Accounting Services Division Corporate Accounts Payable 55 John Street 14Floor, Metro Hall Toronto, ON M5V 3C6	<b>NO BID</b>  <b>Reason:</b> _____ _____
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Any discounts for prompt payment will be considered provided that the discount prompt payment is not earlier than 15 days from the receipt of invoice by the City, Accounts Payable Division.  
 State Discount terms: \_\_\_\_\_

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

**I/We acknowledge receipt of addendum \_\_\_\_\_ to \_\_\_\_\_ dated \_\_\_\_\_ to \_\_\_\_\_.**

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

\_\_\_\_\_

**Authorized Signature – I have authority to bind the Corporation.**

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

**The following documents form part of the RFT and are included or attached:**

- Appendix A – Scope of Work & Requirements
- Appendix B – Base Bid Pricing Form
- Appendix C – Drawings & Specifications
- Appendix D – Project Schedule
- Appendix E – Schedule A to Work Assignment Agreement
- Appendix F – bid bond.

## **APPENDIX A – SCOPE OF WORK & REQUIREMENTS**

**General:** A summary of the design briefly includes but is not limited to the following:

- Remove and replace existing O/H door system and associated components such as control panel, sensors, traffic signal, power connection, etc.
- Provide new buried wire and conduit from the electrical room to the door.
- Provide new breakers in Panel EL3 in north electrical room to suit new overhead door connection.
- Remove and replace above ground wiring and conduit downstream of north junction box.
- Remove and replace PVC junction box with NEMA 4X type (stainless steel).
  - Supply and install security cabling, devices, and equipment.
  - Supply and install video intercom system cabling, devices and equipment.
  - Supply and install data cabling, devices and equipment.
- Abatement of hazardous materials as identified by the Designated Substance Survey Report prior to completion of Work.

### **1. General Specifications**

The following list of documents (drawings and technical specifications) have been provided as email attachments when this Roster Work Assignment Request for Tender was issued, forming part of the Contract Document.

- Technical Specifications – General Requirements, Asphalt Pavement
- Drawings – Electrical, Comms & Security, OH Door, Site Plan, Details
- Other Documents
  - Designated Substances and Hazardous Building Materials Survey by Pinchin, dated December 6, 2023

The General Contractor (GC) Shall provide all labour, materials, equipment, and supervision as necessary for this project in accordance with the Issued for Tender drawings and specifications attached.

### **2. Specific Requirements and Supplementary Conditions**

This work shall include, but not be limited to the following scope of work and requirements below:

- 2.1. The General Contractor (GC) must furnish all labor, materials, equipment and full time supervision for the Project site located at the EMS Headquarters at 4330 Dufferin St, in accordance with the tender documents including any addenda issued during the time of bidding.
- 2.2. The facility is in operation 24 hours a day and 7 days a week. Regular business hours of operation is 8:00 a.m. to 5:00 p.m., five (5) days a week (Monday - Friday). Therefore, any construction work must not impact facility operations during regular business hours of operations.
- 2.3. **Commencement and Completion Dates:** The start date of this Contract is immediately upon receipt of a purchase order, issued by the CoT Purchasing & Materials Management Division (PMMD). Award is conditional upon all approvals, bonding and insurance being in place. Continuous and progressive operation shall be carried out until work is completed. The Supplier is responsible to provide all the forces necessary to complete the entire contract work within the specified timeframe. Should any work be delayed for any reason other than what is permitted within the CoT Construction Agreement Contract then the GC shall not be entitled to any claims and will be subject to penalty via liquidated damages clauses noted within contract documents.

- 2.4. All construction work undertaken shall not contravene the requirements of local noise and pollution by-laws and all other regulatory requirements. Any construction work that requires drilling, cutting, coring or hammering, must be undertaken after-hours (5:00 pm – 8:00 am) and/or weekends. No additional or overtime charges will be paid for the work performed after-hours and/or weekends.
- 2.5. **Ongoing Operations at Occupant Facility:** All construction work undertaken shall comply and fulfill all OH&S requirements and coordination to perform the work during an ongoing operations at occupant facility, that include but not limited to phasing the construction scope and hording areas to satisfy all requirements for Excites, Signage, Tarps and dust protections and isolations, fume, emission, smoke protections and all related labor, materials and any associated time, and **Phasing the project scope, construction areas as required** to accommodate the occupants' operations requirements. The Successful Bidder shall fulfill these requirements at no additional costs, nor claims against the City.
- 2.6. **Phased Construction:** The Supplier must prepare a detailed and realistic sequencing and phasing work plan and approach based upon a comprehensive review of the entire site, CoT feedback and Consultant's recommendations. The Supplier must submit a plan electronically with a written description and coordinated drawings / site plan illustrating the areas impacted by the work during each phase. The plan must be revised and updated as changes occur and provided to the CoT PM and consultant as changes occur. The construction phasing approach must minimize the disruption and impact to the public and utilize after working hours where possible.
- 2.7. The CoT reserves the right to stop any disruptive work undertaken by the Supplier and request to have this work completed at a different time at no cost to the project. The Supplier will not be entitled to a claim for work deemed too disruptive to stakeholders during regular operating hours. The GC will be responsible to co-ordinate this work at a time suitable to the CoT.
- 2.8. There is limited space on the site to store materials, bins or equipment. The GC must coordinate a plan for delivery of materials and equipment in conjunction with the construction work activities and provide a logical sequence of implementation that will not impact the entire site and overall project delivery.
- 2.9. Should any of the adjacent properties object to noisy / odorous work between during regular work hours, then the Supplier must stop the work immediately and only continue at such time as not to cause any such disturbance.
- 2.10. The Successful Bidder shall assign a project manager to the construction project in addition to site supervisor and support staff. The project manager will be the main point of contact for the City and for the consultant on this project, shall maintain complete involvement, coordinate with all stakeholders (internal and external to the City) and attend regular construction progress on-site Weekly or bi-weekly meetings as required.
- 2.11. The Successful Bidder shall coordinate with all government departments & agencies, authorities having jurisdictions and utilities such as the City's Building Department, ESA, TSSA, Toronto Hydro, Enbridge Gas, but not limited to, and organize all required inspections and approvals for the completion of construction work. It will be full responsibility of the Successful Bidders to ensure that all conditions of permits and approvals are met during construction work and all permits are closed.
- 2.12. The Successful Bidder is responsible to coordinate with other contractors at the facility and arrange for delineation in time and space as required for the completion of construction work. There could be multiple contractors performing work at the facility. No additional/overtime charges will be paid if the construction work is delayed because of coordination with other contractors performing work at the facility.
- 2.13. The Successful Bidder shall develop Construction Delineation Plan and implement to ensure that delineation in both time and space is established and maintained among two or more contractors.

Additionally, ensure site coordination during construction work activities performed at the facility and that there is only one constructor (contractor) at the facility at any point in time in the construction work area.

- 2.14. **Winter Work:** The Supplier must continue work without any delay throughout the winter months until the work is completed and accepted. Extra work, material costs or labor costs incurred as a result of inclement weather shall not be considered as a valid reason for additional payment(s) or delay claims by the GC for their sub-trades. The Supplier must provide the necessary provisions to complete the required work within conformance of the specifications during the winter months. The CoT will not incur additional costs for labor and materials for protection, heating or thawing equipment.
- 2.15. **Substantial Performance:** in compliance with the applicable Construction Act, the Successful Bidder shall not submit nor grant a substantial performance unless all close-out documents submitted, reviewed and approved by the consultant & the City in electronic and printed copy formats as required in order to issue the substantial certificate. Provide electronic copies of all close-out documents to the consultant for prior review.
- 2.16. **Close-out:** Close-out documents submission includes, but not limited to, table of contents, as-built record drawings in pdf & AutoCAD format, shop drawings in pdf format, new asset & equipment list with detailed information as per City Template, test & commissioning reports, operation & maintenance manuals, warranty information, permits & approvals closure, final completion letter by engineers, spare parts list, final testing and acceptance reports, combined of all site review reports, contacts of general contractor, contacts of local distributors/suppliers, other specific documents and picture, construction submittals logs, RFI's, CO's, etc., site review reports, test & commissioning.
- 2.17. The Successful Bidder shall provide warranty for all equipment, materials & workmanship for a period of two years from the date of substantial performance of the contract and correct all defects reported/observed within reasonable timeline without any cost to the City. Attend a site visit and record any defects observed/reported ninety (90) days prior to the expiry of warranty period.
- 2.18. **Toronto Police Service Clearance and Safety requirements:** The Successful Bidder shall be subject to comply with the TPS clearance waivers and shall fulfill all required instructions, procedure, coordination and all associated times and all safety requirements at no additional costs nor claims against the City.

**Additional Safety Measurements as implemented by Governmental Authorities:** The Successful Bidder shall be subject to comply with all applicable safety requirements and measurements as implemented by Governmental Authorities, such as COVID-19 protections procedure and all associated safety requirements at no additional cost to the City

**APPENDIX B - BASE BID - PRICING FORM**  
**CREM-PMO-24-C1-016**

**Overhead Security Gate Replacement located at 4330 Dufferin Street detailed in the consultant's drawings and specifications documents and according to the City's Contract.**

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**NAME OF CONTRACTOR:** \_\_\_\_\_

The Bidder must provide the rate and the amount for each Tender item, the total for each part / subsection, the grand total, HST amount and the total amount of Tender on the forms in the ensuing pages. Bidders that do not fully complete these forms (such as leaving lines blank), or have unclear answers (such as "n/a", "-", "tba" or "included" etc.) will be declared non-compliant. Prices that are intended to be zero cost/no charge to the city are to be submitted in the space provided in the price schedule as "\$0.00" or "zero".

All spaces for the aforementioned information must be completed in ink ensuring the printing is clear and legible.

Where included, the Alternative Prices, and Supplementary List of Prices Required for Extra Work Forms must also be completed.

The lowest Bidder will be determined solely from the Total Base Bid, subject to the City's reserved rights not to award to any Bidder.

Please note: When any additional work to the contract is required, and agreed upon, a Change order will be issued for the additional cost, to be paid through the Contingency Allowance.

The following itemized prices shall be INCLUDED in the Tender Price (all H.S.T. excluded).

Please Note: When any additional work to the contract is required, and agreed upon, a Change Order will be issued for the additional cost. The Contractor may only add as their markup of 10% overhead and 5% profit margin.

**A.) BASE BID – PRICE BREAKDOWN TENDER WORK ASSIGNMENT NO.: CREM-PMO-24-C1-016**

Item	Description	Unit	Quantity	Unit Rate	Total Price (Quantity x Unit Rate)
<b>Construction Items</b>					
1	<b>Bonding</b>	L.S.	1	\$ _____	\$ _____
2	<b>General Requirements</b> General requirements, mobilization, demobilization, hoarding, dust protection, site protection, signage, phasing, special costs, OH & P, management, supervision, any costs not specifically identified, etc.	L.S.	1	\$ _____	\$ _____
3	<b>Overhead Door</b> Perform all work as indicated on the drawings.	L.S.	1	\$ _____	\$ _____
4	<b>Designated Substance Abatement Allowance</b>	L.S.	1	\$ _____	\$ _____
5	<b>CASH ALLOWANCES*</b>	L.S.	1	<b>\$10,000</b>	<b>\$10,000</b>
6	<b>CONTINGENCY **</b>	L.S.	1	<b>TBD</b>	<b>TBD</b>
<b>D) Total Base Bid Price</b> (Sum of Items 1 to 5) Exclusive of HST) .....					\$ _____
<b>E) HST Amount</b> (13% of above item D.) .....					\$ _____
<b>F) Total Amount of Tender Call</b> (Sum of D + E) (* Copy Total Amount to front tender cover page.) .....					* \$ _____

**\* CASH ALLOWANCES**

Such are intended to cover the net cost to the Contractor of providing the pre-determined services, products, or for other authorized expenses specified. The Total Bid Price, and not the Cash Allowances, shall include the Contractor's overhead, and profits, supervision on such cash allowances. If cost exceeds the cost allowance, the extra sum is an extra to the contract, if cost is less the unused portion is credit to the contract.

**\*\*CONTINGENCY**

For extra work as approved, in writing, by the City Project Manager, Project Management Office.



**APPENDIX C - LIST OF SUBCONTRACTORS FORM**

The Supplier shall provide each Subcontractor for the Work types listed in the table below or indicate “OWN FORCES” in the “Subcontractor Name” column if a Subcontractor will not be used for the Work type indicated. The names of all Subcontractors to be used for each Work type indicated must be provided. Suppliers shall not indicate “TBD” (To Be Determined) or similar wording. If Suppliers are provided a pre-approved list of mandatory Subcontractors for a work type; i.e. "Electrical", they must provide a subcontractor from that pre-approved list.

The list of Subcontractors is based on information available at time of Tender close. In the event Subcontractor information changes prior to notification of recommendation of award the Supplier must inform the Procurement Contact of the change in writing. Where a pre-approved list of mandatory Subcontractors was provided, the Subcontractor being replaced and the replacement Subcontractor must both be from the pre-approved list of mandatory Subcontracts included in the solicitation.

<b>Subcontractor Name</b>	<b>Work Type</b>	<b>Contact name</b>	<b>Contact Phone #</b>	<b>Approx. % of contract value to be performed</b>
	Demolition			
	Electrical			
	OH Door			
	Comms & Security			
	Site/Pavement			
	Drywall, Paint, Finishes			

## **APPENDIX D - DRAWINGS & SPECIFICATIONS**

### **Attached to the RFT:**

- Technical Specifications – General Requirements, Asphalt Pavement
- Drawings – Electrical, Comms & Security, OH Door, Site Plan, Details
- Other Documents
  - Designated Substances and Hazardous Building Materials Survey by Pinchin, dated December 6, 2023

**APPENDIX E - SCHEDULE A to WORK ASSIGNMENT AGREEMENT**

**INFORMATION SHEET – WORK ASSIGNMENT AGREEMENT**

The following table provides information cross-referenced in the provisions and schedules of the Master Roster Agreement. All reference to GCs are located in Schedule D – General Conditions of the Master Roster Agreement.

<b>Row</b>	<b>Input Information</b>	<b>Reference</b>	<b>Description</b>
<b>A. Names and Information</b>			
<b>A.1</b>	Project	Sch. C, Definition 83 & GC 3.8.2.3(1)	<i>Installation of Over Head Security Door</i>
<b>A.2</b>	Site	Definition 99	<i>4330 Dufferin St, Toronto, ON</i>
<b>A.3</b>	Notice information	GC 1.6.1.2, GC 1.6.1.3 & GC 1.6.1.4	<i>To be provided after Award</i>
<b>A.4</b>	Identity of Contract Administrator	Sch. C, Definition 24	<i>To be provided after Award</i>
<b>A.5</b>	Identity of Owner Representative	Sch. C, Definition 72	<i>Corporate Real Estate Management, Project Management Office Peter Cho, Project Manager Email: Peter.Cho@toronto.ca Phone number: 416-396-4260</i>
<b>A.6</b>	Approved Subcontractors	GC 3.8.3, GC 3.8.3.1 & GC 3.8.3.2	<i>Refer to: Appendix A - Scope of Work and Requirements, and Appendix C - List of Subcontractors</i>
<b>B. Pricing, Markups and Liquidated Damages</b>			
<b>B.1</b>	Contractor's Markup for negotiated fixed price and negotiated unit price changes in the Work performed by Contractor	Sch. E, s. 2.2.3.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>B.2</b>	Total Cumulative Markup allowed for Contractor, Subcontractors, Suppliers and Sub-subcontractors on negotiated fixed price and negotiated unit price changes in the Work performed by	Sch. E, s. 2.2.3.2	<i>Refer to Information Sheet in Master Roster Agreement.</i>

Row	Input Information	Reference	Description
	Subcontractors, Suppliers or Sub-subcontractors (and not performed by the Contractor)		
<b>B.3</b>	T&M Percentage Markup for changes in the Work performed by Contractor	Sch. E, s. 3.3.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>B.4</b>	Total Cumulative T&M Percentage Markup allowed for Contractor, Subcontractors, Suppliers and Sub-subcontractors on changes in the Work performed by Subcontractors, Suppliers or Sub-subcontractors (and not performed by the Contractor)	Sch. E, s. 3.3.2	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>B.5</b>	Markup for Cash Allowance overages	GC 6.1.4	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>B.6</b>	Amounts of Delay Liquidated Damages	GC 7.6.1	<i>\$2,000 per Calendar Day that is a weekday</i>
<b>B.7</b>	Changes in the Work on a Time & Material Basis	Sch. E, s. 3	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>B.8</b>	Schedule B2 Schedule of Prices for Changes in the Work	Pricing Form	<i>N/A</i>
<b>B.9</b>	Invoice Period	Sch. C, Definition 54	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>B.10</b>	Giving of a Proper Invoice	GC 5.3.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>C. Dates, Time Periods and Deadlines</b>			
<b>C.1</b>	Effective Date	Sch. C, Definition 40	<i>To be finalized after award</i>
<b>C.2</b>	Commencement Date	Sch. C, Definition 17 & GC 3.1.6	<i>Commence immediately upon award.</i>

Row	Input Information	Reference	Description
<b>C.3</b>	Key Work Milestones	Sch. C, Definition 56	<ul style="list-style-type: none"> <li>• <i>Construction Commencement</i></li> <li>• <i>Substantial Completion</i></li> <li>• <i>Occupancy</i></li> <li>• <i>Deficiency Completion</i></li> <li>• <i>Close-Out</i></li> </ul>
<b>C.4</b>	Scheduled Date for Substantial Performance of the Work	Sch. C, Definition 94	<i>To be provided after award</i>
<b>C.5</b>	Scheduled Date for Total Performance of the Work	Sch. C, Definition 95	<i>To be provided after award</i>
<b>C.6</b>	Warranty Period	Sch. C, Definition 124	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>C.7</b>	Working Days	Sch. C, Definition 129	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>C.8</b>	Number of Days for Contract Administrator to Issue a Certificate for Payment	GC 5.4.1.2	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>C.9</b>	Deadline to acknowledge a Contemplated Change Order	GC 7.2.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>C.10</b>	Deadline to respond to a Change Directive	GC 7.3.5	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>C.11</b>	Suspension Period for Stop Work Orders	GC 11.2.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>D. Insurance, Contract Security, Bonds and Contractual Holdback</b>			
<b>D.1</b>	Insurance Coverages	GC 8.1.1.1, GC 8.1.1.2, & GC 8.1.3	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>D.2</b>	Additional Contract Security	GC 8.2.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>D.3</b>	Amount of the Contractual Holdback	GC 8.4.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>D.4</b>	Percentage by which Contractual Holdback is Reduced after Total Performance of the Work	GC 8.4.3	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>D.5</b>	Surety Bonds	GC 8.3.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>E. Miscellaneous</b>			

Row	Input Information	Reference	Description
<b>E.1.</b>	Alternate order of priority of the Agreement Documents	GC 1.1.7.1	<i>Refer to Information Sheet in Master Roster Agreement.</i>
<b>E.2.</b>	Fair Wage Schedule	Sch. F, if applicable	<i>Refer to Information Sheet in Master Roster Agreement.</i>

**Appendix F – Bid Bond**

BOND NO: \_\_\_\_\_

THE FOLLOWING PARTIES:

●

herein called the “Principal”

- and –

●

herein called the “Surety”

are jointly and severally held and firmly bound unto the City of Toronto, hereinafter called the “City”, each, in the penal sum of

**10% of the Bid amount**

of lawful money of Canada, to be paid to the City or to its successors or assigns for which payment well and truly to be made, we jointly and severally bind ourselves, our and each of our several and respective executors, administrators, successors and assigns and every of them forever firmly by these presents.

SEALED with our several and respective seals.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

WHEREAS the said Principal is submitting to the City its bid (the “Bid”) for

REQUEST FOR TENDERS NO. CREM-PMO-24-C1-016 (the “RFT”)  
CONTRACT NO. Doc3512316731

and the said Bid provides that it is to continue open to acceptance and to be irrevocable until the formal contract is executed by the successful Supplier.

The condition of this obligation is such that if, on acceptance of the Bid of the aforesaid Principal in accordance with the terms and conditions of the RFT documents within the time period prescribed by the RFT documents for said Bid to be open for acceptance and irrevocable (the “Bid Validity Period”), the said Principal shall, within the time required, enter into a formal contract and give good and sufficient bonds required by said RFT documents to secure

- (i) the performance of the terms and conditions of the contract, and
- (ii) payment for certain labour and materials,

both in the forms required by the City then this obligation shall be void; otherwise the Principal and Surety will pay unto the City the difference in money between the total amount of the Bid of the said Principal and the sums of the amount for which the City legally contracts with another party to perform the work and for which the City of Toronto may expend or for which it may become liable by reason of such default or failure, including the cost of any advertisement for new bids if the latter sums of the amount be in excess of the former; but in no event shall the Surety’s liability exceed the penal sum hereof.

It is a condition of this Bond that it will remain valid for a period of an additional 90 days beyond the Bid Validity Period.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

SEALED AND DELIVERED ) \_\_\_\_\_  
in the presence of ) \_\_\_\_\_  
                                  ) \_\_\_\_\_  
                                  ) Principal  
                                  ) \_\_\_\_\_  
                                  ) \_\_\_\_\_  
                                  ) \_\_\_\_\_  
                                  ) Surety