

### GENERAL INFORMATION

**Request for Quotation (RFQ) Work Assignment No.: 25-PFR-CAP-GC-005**

**Title:** Wallace Swanek Park Pathway Lighting

**Description:** Pathway Lighting in Walace Swanek Park, 241 Gary Dr., including site preparation, staging, tree protection, Toronto Hydro scope of work required to connect new service, supply and install Led light fixtures with all required rough ins, connections and site restoration.

**Roster Captain Contact:**

Cristian Lukaszuk  
Senior Project Manager  
Capital Projects, Parks Forestry & Recreation  
Tel: 416-392-8156  
E-Mail: [Cristian.Lukaszuk@toronto.ca](mailto:Cristian.Lukaszuk@toronto.ca)

### RFQ INFORMATION

**Issue Date: March 18, 2025**

**Deadline for Questions: April 14, 2025 at 2:00 P.M. (local Toronto time):**

**Mandatory Site/Information Meeting:**

Date: April 3, 2025  
Time: 11 A.M.  
Address: 241 Gary Dr, North York, ON M9N 2M9  
Location: Park access from Gary Dr.  
Instructions: Bidders will meet with Ed Hanna, Cell # 416 209 6730, and sign in the sign in sheet

**Closing Date: April 17, 2025 at 2:00 P.M. (local Toronto time)**

**BID RECEIPT – Return your Bid by the following submission method:**

E-MAIL a read only/secure file to [pfrcapitalprojects@toronto.ca](mailto:pfrcapitalprojects@toronto.ca)

The subject line of your email should be the Project Name and Work Assignment Number as indicated above. i/e "Facility Name 25-PFR-CAP-GC-005 "

**TERMS & CONDITIONS**

**Terms and Conditions:**

The work/services shall be performed in accordance with all of the terms and conditions set out in this RFQ and in accordance with the terms and conditions set out in the:

- RFSQ Call Number: **RFSQ DOC NO. 4509693485**
- RFQ Terms and Conditions – Appendix A
- Work Assignment Reference Document– Appendix B
- Executed Master Roster Construction Agreement

**Bids will not be considered unless received in the E-Mail Inbox of the Roster Captain noted above, by the date and time specified above. The time stamp of the Roster Captain's E-Mail will prevail over the time stamp the Firm sent the Bid.**

**BID SUBMISSION FORM**

<b>Request for Quotation (RFQ) Work Assignment No.: 25-PFR-CAP-GC-005</b>
<b>Title:</b> Wallace Swaneck Park Pathway Lighting

**SUPPLIER INFORMATION**

<b>Company Name:</b>		
<b>Address:</b>		
<b>Contact Name/Title:</b>		
<b>Telephone #:</b>		
<b>E-Mail:</b>		
<b>Total Cost for all that is required as specified herein (HST to be included in sub-total for all construction projects)</b>	<b>COST</b>	
	<b>SUBTOTAL (Base Price)</b>	\$ _____
	<b>H.S.T. (13%)</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> _____ _____	

**Suppliers 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 number \_\_\_\_\_ 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**

**SCHEDULE A – PRICING FORM**

**Request for Quotation Work Assignment NO. 25-PFR-CAP-GC-005**

All Prices, Rates, and/or Costs Submitted By Suppliers With Respect To This RFQ, Must Include Any And All Expenses That May Be Anticipated And Incurred By The Supplier To Provide The Work As Specified In This RFQ. (Including But Not Limited To: Materials, Equipment, Transportation, Disposal, Delivery And Pick Up Costs). No Additional Costs Will Be Considered.

In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total price quoted.

- .1 The Bidder agrees to supply all labour, materials, products, equipment, tools, machinery and freight to perform the services herein described for the following prices.
- .2 The City of Toronto may, at their discretion, include or exclude items from the Tender, both prior to the signing of the Contract and during the construction period.
- .3 Contractors are responsible for confirming all quantities.
- .4 **The General Contractor’s overhead and profit in connection with cash allowances shall be deemed to be included in the Stipulated Price submitted (Base Price).** These amounts will be drawn upon as required during the progress of the construction.
- .5 All claims by the Contractor against cash allowances shall be carefully and clearly documented and shall require the approval of the City Representative prior acceptance.
- .6 Construction onsite is expected to start September 2025, may extend to winter months, contractor to consider provisions required for winter construction, all associated costs to be considered in the base bid, item 1.

Item No.	Base Price - Description	Extended Price
1	Mobilization, demobilization, and conveniences at the job site of offices, stores, and other temporary facilities such as hydro and water hook-up, approvals, permits and licences, bonds, and insurance, provisions required for winter construction, overhead and any other items not required to form part of the permanent works and/or not covered by other items of the Pricing Form.	\$ _____
2	Supply and installation of trenching, excavation, backfill, underground duct work, conduits, and wiring.	\$ _____
3	Supply and installation of handwells.	\$ _____

4	Supply and installation of grounding.	
5	Supply and installation of pathway lighting including LED fixtures, brackets, pole wiring, fusing, connections, precast concrete pole, excavation, backfill and concrete as shown on drawings	\$ _____
6	Reconnection of existing playground flood lights on existing pole including wiring, brackets, and mounting hardware	\$ _____
7	Supply and installation of power supply cabinet including foundations, electrical equipment, lighting controls, as shown on Contract Drawings.	\$ _____
8	Supply and installation of power post, receptacles and foundation as detailed on the Contract Drawings	\$ _____
9	Restoration of asphalt, grassed areas due to trenching for new underground conduits	\$ _____
10	Removal and disposal of existing power supply pole, cabinet and associated overhead wiring, and electrical equipment as specified on drawings	\$ _____
	<b>Cash Allowance A</b>	\$ <u> 10,000.00 </u>
	<b>Subtotal (Excluding H.S.T.)</b>	\$ _____
	<b>H.S.T. (13%)</b>	\$ _____
	<b>Total Price (Including H.S.T.)</b>	\$ _____
<b><i>*Transfer the Subtotal and Total Price to page 1 Bid Form</i></b>		

All above items shall include all costs associated with scope of work as shown on the drawings and specifications.

**UNIT PRICES**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1.	Underground trenching including backfill, compaction and restoration to match existing conditions or better including landscape restoration of topsoil and sod.	m	\$ _____
2.	#6AWG wiring installed in underground conduit	m	\$ _____
3.	53mm diameter conduit installed underground c/w pull string	m	\$ _____

## SECTION 1 – SUBMISSION INSTRUCTIONS

### 1.0 Introduction

Quotations are invited for [Click here to enter the full project description for this request](#)

### 2.0 Award

1. It is the intent of the City to award a Contract to one (1) Supplier who demonstrates full compliance with the specification and provides the lowest total cost. Lowest Price meeting specifications shall include all costs for the supply and delivery of goods/services, including all shipping and transportation. The City will not accept any additional costs. The awarded Supplier will be notified by the City via email.
2. The awarded Supplier will be required to execute a Contract with the City for the provision of the Deliverables. Suppliers should review the terms and conditions set out in Appendix B – Work Assignment Agreement for to understand the Contract being entered into with the City. The term of the Contract is to be for a period of from date of award to 2 years

### 3.0 Quotation Requirements

- 3.1 Suppliers must e-mail their Quotation to the City contact as noted. The quotation must include:
  - Completed and signed Bid Submission Form (page 2)
  - Schedule A – Pricing Form
  - Mandatory requirements – Refer to Section 6.0
3. Suppliers must agree to all the terms and conditions specified in this Quotation and as such, these terms and conditions will be binding and non-negotiable.
4. Suppliers are advised not to submit any additional information or materials with the quotation. Other than the quotation requirements noted in this section, all submittals required in the specifications are to be provided after the contract is awarded to a successful Supplier. Failure to comply with this requirement may result in the bid being disqualified.
5. The City will consider requests for information, clarifications or changes up to three (3) business days prior to the closing date and time of the RFQ. Suppliers may contact the Roster Captain by email: [Cristian.Lukaszuk@toronto.ca](mailto:Cristian.Lukaszuk@toronto.ca) for clarifications or information. Approved changes will be provided to all Suppliers via an Addendum by email.

### 4.0 Timetable

- 4.1 The City's currently proposed schedule for each step in the RFQ process is set out in below.

Event	Date /Time
Issue Date of RFQ	March 18, 2025
Bidder's Meeting	April 3, 2025 at 11am

<b>Event</b>	<b>Date /Time</b>
Deadline for Questions	Three (3) business days before submission deadline.  April 14, 2025
Submission Deadline	April 17, 2025
Anticipated Award Date	June 16, 2025

- 4.2 The City reserves the right to, in the City’s sole and absolute discretion, at any time:
- revise the RFQ schedule, to accelerate, eliminate or postpone any of the dates or times set out in this RFQ, including the Submission Deadline;
  - to add to, delete or re-order any of the milestones set out in this RFQ, at any time; or
  - modify the RFQ process.

**5.0 Mandatory Bidder's Meeting**

6. Suppliers are required to attend a mandatory meeting to familiarize themselves with the required Deliverables. The mandatory meeting will take place at **11 A.M. local time on April 3, 2025** at, 241 Gary Dr, North York, ON M9N 2M9 Toronto. The City’s Representative, Ed Hanna, Senior Project Coordinator (phone: 416 209 6730) will meet Suppliers at Park access form Gary Dr.
7. Meetings will not be available at any other times. Suppliers who arrive after the commencement start time, will not be permitted to register and sign –in and therefore, will not be eligible to bid
8. Suppliers must sign the attendance sheet at the mandatory meeting during the designated date and time for their Bid to be considered.
9. A record of questions and answers as deemed relevant from the site meeting will be distributed in the form of an Addendum and emailed to all Suppliers. The City reserves the right not to answer questions at the Site Meeting but will answer questions that arise at the site meeting as part of an Addendum.
10. Bids submitted by Suppliers that do not attend the mandatory meeting or fail to sign the attendance sheet shall be declared non-compliant.
11. Suppliers will be provided a full set of drawings at bidders meeting.

**6.0 Mandatory Requirements**

- 6.1 Provide a list of Subcontractors, Appendix F- Subcontractors, must include, but not limited to, Licensed Electrical Sub, and a Landscape Sub.
- 6.2 All Subs shall be Unionized Workers.
- 6.3 Failure to provide the required information listed in Section 6.0 shall render the Bid non-compliant.

## 7.0 Evaluation

### 7.1 Evaluation Process

- .1 The City will conduct the evaluation of Bids in the following two stages.

**Stage 1:** The Bids will be reviewed to determine whether they comply with all of the mandatory requirements of the RFQ. Bids that are substantially incomplete or do not substantially comply with the requirements of this RFQ will be excluded from consideration in Stage 2.

**Stage 2:** The compliant Bids will be ranked on the basis of the lowest submitted pricing of each Bid in accordance with the Pricing Form.

- .2 Subject to its reserved rights set out in this Part, the City may at any time and from time to time, in its sole and absolute discretion, revisit, revise, confirm or adjust the evaluations of a Bid at any time during the RFQ process.

## 8.0 Pricing

- 8.1 All Bid prices, Quotations, rates, and/or costs submitted by Suppliers with respect to this Request for Quotation, must include any and all expenses that may be anticipated and incurred by the Successful Supplier while providing the Products F.O.B. destination and/or Services as specified in this Informal quote (including but not limited to: materials, equipment, transportation, disposal, delivery & pick up costs,). No additional costs will be considered or accepted.
- 8.2 All itemized prices are to include the supply of all labour, materials, products, tools, machinery and freight necessary including all charges for supervision & payroll burdens and winter construction provisions, all applicable taxes (excluding HST) required to perform the services outlined in this RFQ
- 8.3 Each bid shall be interpreted as covering the cost of completion of the work in every respect, in accordance with the Executed Master Roster Construction Agreement
- 8.4 Prices are provided herein will be used to adjust scope of work and contract price as required. The City reserves the right to make additions or deletions from the scope of work prior to the award of the contract.
- 8.5 All sections of the Pricing Form should be completed. Without limiting the generality of the foregoing, all blanks must be filled in and all entries for unit prices, lump sums, extensions and totals should be filled in, as appropriate.
- 8.6 Suppliers that do not fully complete Schedule A – Pricing Form (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”.
- 8.7 All pricing provided must be inclusive of all applicable duties and taxes except for HST, which should be itemized separately, and of all fees, expenses and costs for the complete performance of the Contract.



- 8.8 Suppliers are not to base their Pricing Form upon unilateral or undisclosed assumptions or conditions which, if not true, would render the Supplier's pricing inapplicable or subject to change.
- 8.9 Unless otherwise stated herein, prices quoted are to be in Canadian dollars.
- 8.10 The percentage markup on all materials, parts and equipment shall be as per the Executed Master Roster Construction Agreement.
12. The Supplier must be prepared to provide the City proof of "trade cost" within five (5) business days from the request. Specifically, a copy of their trade invoice as well as the corresponding copy of the invoice issued to the City for any item or service specified by the City to validate the mark-up structure applied by the Supplier complies with the mark-up structure detailed in the RFQ. Failure to comply with this request or in the event the mark-up structure is not in accordance with the RFQ document, will provide cause for the City, at its sole discretion, to terminate the business arrangement with the Supplier.
13. In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total bid price quoted.
- 14. Insurance and Bonds**
15. The supplier agrees to purchase and maintain in force as required at the request of the City of Toronto and at its own expense (including the payment of all deductibles) and for the duration of this Agreement all applicable insurance, as per Executed Master Roster Construction Agreement. If the City requires the amount of the coverage increased, if it requires the supplier to obtain other special insurance or if it requires any policy to be extended in respect of the project work, then the supplier shall obtain such extended, increased or special insurance.
16. Following award of the contract and prior to commencement of the Work, the supplier must provide the Bonds duly signed and executed, as per the Executed Master Roster Construction Agreement.

## **SECTION 2 – SCOPE OF WORK**

### **9.0 Background**

- 9.1 Wallace Swanek Park is a small park surrounded by houses from four sides, with an interior trail path, that is required to be lit, using Led Lighting.

### **10.0 Scope Of Work**

- 10.1 The scope of this RFQ includes the Pathway Lighting in Wallace Swanek Park, 241 Gary Dr., including site preparation, staging, tree protection, Scope of work required by Toronto Hydro to connect new service, supply, and install Led light fixtures with all required rough ins, connections, and site restoration.

### **11.0 General Requirements**

- 11.1 The Successful Supplier must deliver the specified goods/services as per their Quotation without

substitution or deviation.

- 11.2 The Deliverables being supplied in this RFQ must be new and certified by the Supplier, and free of encumbrance. Refurbished, rebuilt, or used Products will not be acceptable.
- 11.3 The Supplier, shall comply with all relevant Provincial legislation and regulations, relating to health and safety, as per Executed Master Roster Construction Agreement.
- 11.4 The Supplier shall, at all times, take every precaution reasonable in the circumstances, for the protection of workers.

The Contractor shall be in good standing with the Workplace Safety and Insurance Board (“WSIB”) throughout the term of this agreement. If requested by the General Manager or his designate, the Contractor shall produce certificates issued by the WSIB to the effect that they have paid in full their assessment based on a true statement of the amount of payrolls. If the Contractor is considered by WSIB to be an independent operator without coverage, the Contractor shall provide a letter to that effect from the WSIB.

- 11.5 The Supplier is to be responsible for all damages to City of Toronto property, Private houses, and/or personnel caused by the Supplier.
- 11.6 The General Contractor and any sub-contractors used to carry out this work must comply with all Municipal Licensing and Standards Regulations

**12.0 Specifications**

- 12.1 The goods/service specified in the RFQ must meet the following specifications: refer to Appendix B for Project Drawing and Specifications Package.

**13.0 Project Meetings, Timelines and Schedule Milestones**

- 13.1 Project Milestones:

Event	Date /Time
Award PO	June 16 2025
Order Material	June 20 2025
Construction starts onsite	September 15 2025
Substantial Performance	December 15 2025
Click here to enter the project milestones description	TBD

#### 14.0 Appendix B – Work Assignment Reference Documents

Work Assignment reference documents are listed in Appendix B

Project Drawing Package (Walace Swanek Drawings 6905-E1 TO E5)
Project Specifications Package (KF Wallace Swanek Park Specifications)
Site Plan (Wallace Swanek Park map)

14.1 The City of Toronto's (City's) project requirements are provided in Appendix B. The Supplier is responsible for reviewing this information and familiarizing themselves with the City's requirements, and shall comply with them in their entirety. The following clauses provide additional, project specific requirements, and are to be read in conjunction with the Appendices. Where there is a conflict, the clauses in this section shall take precedence.

#### 15.0 Invoicing

To ensure prompt payment, it is essential that all required billing information is provided on the invoice/s submitted to the City of Toronto, in accordance with the applicable requirements of Section GC5.3 – PROPER INVOICES, found in the Executed Master Roster Construction Agreement. Any missing billing information on an invoice will result in a payment delay and the invoice may be returned to the vendor with non-payment.

All original vendor invoices must be addressed and be sent DIRECTLY to:

City of Toronto

SPC: Ed Hanna, Capital Projects Design & Delivery Parks, & Recreation City of Toronto

| [Ed.Hanna@toronto.ca](mailto:Ed.Hanna@toronto.ca)

Accounts Payable

55 John Street

14th Floor, Metro Hall

Toronto, ON

M5V 3C6

#### 16.0 Payment and Discount Terms

If all the correct billing information has been indicated on the invoice/s, the City of Toronto is committed in meeting payment terms of 60 days from the receipt date of the invoice.

Payment terms should be clearly indicated on the invoice/s including early payment terms.

#### Prompt Payment and Adjudication

The Prompt Payment and Adjudication provisions in the Construction Act (Parts I.1 and II.1) apply to this roster as the procurement process for the roster first commenced through a prequalification issued on after October 1<sup>st</sup>, 2019. Refer to Executed Master Roster Agreement.

#### 17.0 Terminology

17.1 Definitions

.1 (N,A)

18.0 Work Assignment General Conditions

Refer to Executed Master Roster Construction Agreement where applicable.

Row	Input Information	Reference	Description
<b>A. Names and Information</b>			
A.1	Project	Sch. C, Definition 82 & GC 3.8.2.3(1)	Pathway Lighting in Wallace Swanek Park,.
A.2	Site	Definition 97	241 Gary Dr, North York, ON M9N 2M9
A.3	Notice information	GC 1.6.1.1, 1.6.1.2, GC 1.6.1.3 & GC 1.6.1.4	Arnold Miaco Senior Project Manager, <a href="mailto:arnold.miaco@toronto.ca">arnold.miaco@toronto.ca</a>  Ed Hanna Senior Project Coordinator <a href="mailto:Ed.Hanna@toronto.ca">Ed.Hanna@toronto.ca</a>  Chris Monaco, Moon Matz Lead Consultant <a href="mailto:cmonaco@moon-matz.com">cmonaco@moon-matz.com</a>
A.4	Identity of Contract Administrator	Sch. C, Definition 24	Chris Monaco, Moon Matz <a href="mailto:cmonaco@moon-matz.com">cmonaco@moon-matz.com</a>
A.5	Identity of Owner Representative	Sch. C, Definition 72	Ed Hanna Senior Project Coordinator <a href="mailto:Ed.Hanna@toronto.ca">Ed.Hanna@toronto.ca</a>
A.6	Approved Subcontractors	GC 3.8.3, GC 3.8.3.1 & GC 3.8.3.2	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
A.7	Term	Sch. C, Definition 112	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>

Row	Input Information	Reference	Description
A.8	Number of Prequalified Suppliers on the Roster	Sch. B. s. 3.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>B. Pricing, Markups and Liquidated Damages</b>			
B.1	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 MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.2	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 Subcontractors, Suppliers or Sub-subcontractors (and not performed by the Contractor)	Sch. E, s. 2.2.3.2	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.3	T&M Percentage Markup for changes in the Work performed by Contractor	Sch. E, s. 3.3.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.4	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 MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.5	Markup for Cash Allowance overages	GC 6.1.4	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.6	Amounts of Delay Liquidated Damages	GC 7.6.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
B.7	Changes in the Work on a Time & Material Basis	Sch. E, s. 3	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>

Row	Input Information	Reference	Description
<b>B.8</b>	Schedule A Schedule of Prices for Changes in the Work	Pricing Form	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>B.9</b>	Invoice Period	Sch. C, Definition 55	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>B.10</b>	Giving of a Proper Invoice	GC 5.3.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>C. Dates, Time Periods and Deadlines</b>			
<b>C.1</b>	Effective Date	Sch. C, Definition 40	Date of award
<b>C.2</b>	Commencement Date	Sch. C, Definition 17 & GC 3.1.6	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>C.3</b>	Key Work Milestones	Sch. C, Definition 57	1) Contract Award by June 2025; 2) Construction Period from September 2025 to December 2025; 3) Substantial Completion by December 2025; 4) Total Completion and Handover by <b>End of December 2025</b>
<b>C.4</b>	Scheduled Date for Substantial Performance of the Work	Sch. C, Definition 93	December 15, 2025
<b>C.5</b>	Scheduled Date for Total Performance of the Work	Sch. C, Definition 94	December 30, 2025
<b>C.6</b>	Warranty Period	Sch. C, Definition 121	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>C.7</b>	Working Days	Sch. C, Definition 126	<i>REFER TO MASTER ROSTER CONSTRUCTION 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 MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>C.9</b>	Deadline to acknowledge a Contemplated Change Order	GC 7.2.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>C.10</b>	Deadline to respond to a Change Directive	GC 7.3.5	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>C.11</b>	Suspension Period for Stop Work Orders	GC 11.2.1	<i>REFER TO MASTER ROSTER CONSTRUCTION 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,	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>

Row	Input Information	Reference	Description
		GC 8.1.1.3 & GC 8.1.3	
<b>D.2</b>	Additional Contract Security	GC 8.2.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>D.3</b>	Amount of the Contractual Holdback	GC 8.4.1	<i>REFER TO MASTER ROSTER CONSTRUCTION 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 MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>D.5</b>	Surety Bonds	GC 8.3.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>E. Miscellaneous</b>			
<b>E.1.</b>	Alternate order of priority of the Agreement Documents	GC 1.1.7.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>E.2.</b>	Allowable Portion of the Work for Subcontracting	GC 3.8.1	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>E.3.</b>	Accuracy of Utilities and Structures	GC 4.1.4.1	<b>RESPONSIBILITY OF THE GENERAL CONTRACTOR</b>
<b>E.4.</b>	Fair Wage Schedule	Sch. F, if applicable	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>
<b>E.5.</b>	Workforce Development Plan	Sch. F, if included	<i>REFER TO MASTER ROSTER CONSTRUCTION AGREEMENT</i>

## 19.0 Environmentally Responsible Procurement

17. The City of Toronto Environmentally Responsible Procurement Policy encourages Bidders to also offer products/services which are environmentally preferred. Environmentally preferred products/services offered must be competitive in cost, conform to specifications, performance requirements and, be suitable for the intended application as determined by the using department(s).
18. Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.
19. An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but limited to the following:
  1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.

2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
  3. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
  4. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
  5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.
  6. Have a long service-life and/or can be economically and effectively repaired or upgraded.
20. Bidders shall if requested, provide written verification of any environmental claims made in their bid/quotation satisfactory to the City of Toronto within five (5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognize environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests. Only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.
21. **For a copy of the City of Toronto Environmentally Responsible Procurement Policy, contact the Finance Department, Purchasing and Materials Management Division at 416-392-7303 or 416-392-1302.**
22. Purchase of products manufactured in factories where children are used as slave labour or other exploitative circumstances which impede child development.
23. Purpose: To advise suppliers that the City of Toronto does not wish to encourage the use of products manufactured in factories where children are used as slave labour or other exploitive circumstances which impedes child development.
24. Policy: Bidders must state where the products offered have been made. City Council does not wish to see products used that have been made in factories in countries where children are used as slave labour or other exploitive circumstances, which impedes child development. Therefore, preference will be given to Bidders that obtain products from any country other than the aforementioned, but this criteria will not be used to disqualify any Bidder.
25. Bidders to state if products offered have been made in factories in countries where children are used as slave labour or other exploitive circumstances which impedes child development:

## **26. Conflict of Interest Policy**

This is to advise you that City Council passed a new Conflict of Interest Policy in August 2000 that applies to all City of Toronto employees. This policy replaces the policies that dealt with conflicts of interest or codes of conduct in the former municipalities.

It is imperative that all suppliers be aware of the terms of the policy and understand the various situations, which are clearly a conflict of interest, to ensure that a supplier does not place any City employee in a potential conflict situation, when carrying out their respective business activities



with the City of Toronto.

A copy of the policy is available on the City of Toronto's website at [200016-020.adc.doc \(toronto.ca\)](http://200016-020.adc.doc.toronto.ca).

**27. Restrictions on the hiring and use of former City of Toronto Management Employees for City Contracts**

The purpose of this Policy to ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee's separation date.

Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee's separation date. This would include, but not be limited to, for example, the following roles:

- As an independent contractor/consultant;
- As a contractor/consultant on City project work for a company/firm (but, the firm may compete); or
- As a contractor/consultant on City project work for a company/firm that has been sub-contracted by another company/firm.

Former City of Toronto management employees who took part in a separation program or received a retirement incentive are prohibited from participating in contracts directly or indirectly related to the City of Toronto and its special purpose bodies for a period of two years starting from an employee's termination date.

Notes: (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and

(2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

Specify: \_\_\_\_\_

This policy will be considered in the evaluation of all submissions received by the City of Toronto.

For further information, contact Manager, Corporate Purchasing Policy & Quality Assurance, 18<sup>th</sup> Floor, West Tower, City Hall, (416) 392-0387.

**20.0 Occupational Health and Safety**

The Contractor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations there under, as amended from time to time (collectively the "OHSA").

Nothing in this section shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Contractor for the Work, either instead of or jointly with the Contractor.

The Contractor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Work and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Work

The Contractor acknowledges and represents that:

- i. The workers employed to carry out the Work have been provided with training in the hazards of the Work to be performed and possess the knowledge and skills to allow them to work safely;
- ii. The Contractor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
- iii. The Contractor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
- iv. The Contractor has in place an occupational health and safety policy in accordance with the OHSA; and
- v. The Contractor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.

The Contractor shall provide, at the request of the General Manager or his designate, the following as proof of the representations made in paragraph d(i) and d(iv):

- vi. documentation regarding the training programs provided or to be provided during the Work (i.e. types of training, frequency of training and re-training); and
- vii. the occupational health and safety policy.

The Contractor shall immediately advise the General Manager or his designate in the event of any of the following:

- viii. A critical injury that arises out of Work that is the subject of this agreement;
- ix. An order(s) is issued to the Contractor by the Ministry of Labour arising out of the Work that is the subject of this agreement;
- x. A charge is laid or a conviction is entered arising out of the Work that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.

The Contractor shall be responsible for any delay in the progress of the Work as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Contractor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Work or entitling the Contractor to additional compensation, and the Contractor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to the City.

The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Contractor do work or perform a task that is the subject of this agreement.

**28. Workplace Safety and Insurance Act**

The Contractor shall be in good standing with the Workplace Safety and Insurance Board (“WSIB”) throughout the term of this agreement. If requested by the General Manager or his designate, the Contractor shall produce certificates issued by the WSIB to the effect that they have paid in full their assessment based on a true statement of the amount of payrolls. If the Contractor is considered by WSIB to be an independent operator without coverage, the Contractor shall provide a letter to that effect from the WSIB.

Refer to Master Roster Construction Agreement.

**APPENDICES**

1. Appendix A – RFQ Terms and Conditions
2. Appendix B – Work Assignment Reference Documents
3. Appendix C – Tree Protection Policy
4. Appendix D – Contractor Performance Form
5. Appendix E – Contractor Inventory Form
6. Appendix F – List of Subcontractors

## APPENDIX A – RFQ Process Terms and Conditions

### 1. Supplier's Responsibility

- (1) It shall be the responsibility of each Supplier:
  - a) to examine all the components of this Request for Quotations (RFQ), including all appendices, forms and Addenda;
  - b) to acquire a clear and comprehensive knowledge of the required Deliverables before submitting a Quotation;
  - c) to become familiar and (if it becomes a successful Supplier) comply with all of the terms and conditions contained in this RFQ and the City's Policies and Legislation set out on the City of Toronto website at: <https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/>
- (2) The failure of any Supplier to receive or examine any document, form, addendum, or policy shall not relieve the Supplier of any obligation with respect to its Quotation or any purchase order issued based on the Supplier's Quotation.
- (3) Suppliers that intend to respond to the RFQ must check their email inbox from time to time for the addition, deletion or amendment of any documents related to the RFQ, 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 RFQ and other City Materials that is issued by the Roster Captain.
- (4) It is recommended that Suppliers monitor their spam/ clutter/ junk filters to ensure they do not miss messages sent by the Roster Captain that relate to this RFQ.
- (5) The City will not assume any risk, responsibility or liability whatsoever to any Supplier for failing to submit a Bid through the means identified in the RFQ call document. Each Supplier is solely responsible for confirming, accessing and reviewing the RFQ in sufficient time prior to the Submission Deadline to enable the Supplier to submit a Bid.

### 2. City Contact and Questions

- (1) All contact and questions concerning this RFQ should be directed in writing to the City employee(s) designated as "Roster Captain" in the RFQ.

#### Prohibited Communications

- (2) Suppliers (including potential Suppliers) shall not, and shall cause their representatives not to discuss, disclose or communicate, directly or indirectly, any details pertaining to or in connection with their Bid or this RFQ to:
  - a. any employee, official, agent, elected or appointed official or other representative of the City other than the Procurement Contact; or
  - b. anyone not specifically involved in their Bid (including, without limitation, any other Supplier),

except as may be authorized in writing by the Roster Captain.

- (3) Other than the Roster Captain, no City representative, whether an official, agent or employee, is authorized to speak for the City with respect to this RFQ. Any Supplier who uses or relies on any representation, information, clarification, correspondence or other communication from any other City representative does so entirely at the Supplier's own risk and the City shall not be bound by such representation, information, clarification, correspondence or other communication.
- (4) Notwithstanding anything to the contrary set out in this RFQ, each Supplier shall comply with the obligations with respect to lobbying as set out in the City of Toronto Municipal Code, Chapter 140. The links to the City's Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement are as follows:
  - a. [http://www.toronto.ca/legdocs/municode/1184\\_140.pdf](http://www.toronto.ca/legdocs/municode/1184_140.pdf)
  - b. <https://www.toronto.ca/city-government/accountability-operations-customer-service/accountability-officers/lobbyist-registrar/guidelines-regulatory-bulletins/interpretation-and-advisory-bulletins/>
- (5) Communications in relation to this RFQ outside of those permitted by the applicable procurement policies and this RFQ contravene the Lobbying By-law, an offence for which a Person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction. In addition, the Supplier Code of Conduct provides that any Supplier found in breach of the provisions therein respecting prohibited communications may be subject to disqualification from this RFQ or suspended from future procurements in the sole and absolute discretion of the City.
- (6) Without limiting any other provision of this Section 2 – City Contact and Questions, any attempt by a Supplier to bypass the RFQ process may be grounds for rejection of its Bid.

### 3. Addenda

- (1) If the City, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all Suppliers by addenda. Each addendum shall form an integral part of this RFQ. Such addenda may contain important information, including significant changes to this RFQ. Suppliers are responsible for obtaining all addenda issued by the City.
- (2) All Suppliers must acknowledge receipt of all Addenda in the space provided on the RFQ Cover Page.
- (3) The Roster Captain will make reasonable efforts to issue the final Addendum (if any) no later than one (1) day prior to the Deadline. The City reserves the right to revise this RFQ up to the Closing Deadline.
- (4) If any addendum is issued after the Deadline for issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable amount of time.
- (5) Other than documents issued as part of the RFQ (including Addenda), the City shall not be responsible for any explanations, instructions or interpretations even if provided by its actual or purported employees, designees or agents at an Information Meeting. No oral or written explanations, instructions or interpretations shall modify any of the requirements or provisions of the RFQ unless in the form of an Addendum.

#### **4. Exceptions to Mandatory Terms and Conditions**

- (1) If a Supplier wishes to suggest a change to any mandatory term or condition set forth in any part of this RFQ it should notify the Roster Captain in writing not later than three (3) Business Days before the Closing Deadline. The Supplier must clearly identify any such term or condition, the proposed change and the reason for it. If the City wishes to accept the proposed change, the City will issue an Addendum as described in the article above titled Addenda. The decision of the City shall be final and binding, from which there is no appeal. Changes to mandatory terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Quotation that takes exception to or does not comply with the mandatory terms and conditions of this RFQ will be rejected.

#### **5. Omissions, Discrepancies and Interpretations**

- (1) A Supplier who finds omissions, discrepancies, ambiguities or conflicts in any of the RFQ documentation or who is in doubt as to the meaning or has a dispute respecting any part of the RFQ should notify the Roster Captain noted in this RFQ in writing. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City respecting any such disputes shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFQ.

#### **6. Quantity**

- (1) Quantities provided are estimates only and should not be interpreted as indicating a minimum or maximum order quantity. The quantities shall be used as a basis for comparison upon which the award of the Request for Informal Quotation (RFQ) will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the City whether decreased or increased.

#### **7. Suppliers Shall Bear Their Own Costs**

- (1) Each Supplier shall bear all costs, expenses and financial obligations associated with or incurred by the Supplier to: (i) prepare and present its Bid or to otherwise participate in the RFQ process including, if applicable, costs incurred for samples, interviews or demonstrations; or (ii) to establish a legally binding contract with the City.

#### **8. Limitation of Liability**

- (1) Notwithstanding anything in the RFQ and any express or implied duties or obligations of the City to the contrary, the City and each of its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, suppliers, advisers and contracted personnel will have no liability to any Person, including any Supplier and prospective Supplier for any damages, costs, liabilities, losses or expenses including direct, indirect, special or punitive damages, or for loss of profits, loss of opportunity or loss of reputation arising out of or otherwise relating to:

- this RFQ;
- participation of any such Person in this RFQ process;

- the City's acts or omissions in connection with the conduct of this RFQ process, including the acceptance, non-acceptance or delay in acceptance by the City of any Bid. This limitation applies to all possible claims, whether arising in contract, tort, equity, or otherwise, including any claim for a breach by the City of a duty of fairness, if any.
- (2) By submitting a Bid to the City, each Supplier irrevocably and unconditionally waives any claims for damages, costs, liabilities, losses and expenses, and shall not seek any order for injunctive relief or specific performance, against the City, its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, advisers and contracted personnel.
  - (3) Each Supplier agrees that, despite this Section 7 (Limitation of Liability) or any limitations of liability or releases in favour of City, if the City is found to be liable, in any way whatsoever, for any act or omission in respect of the RFQ, the total liability of the City to any Supplier or any other Person participating in the RFQ process, and the aggregate amount of damages recoverable against City for any matter relating to or arising from any act or omission by the City, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the City shall be no greater than the Supplier's cost of preparing its Bid.
  - (4) Notwithstanding the City's limitation of liability, the Supplier may seek a debriefing or may pursue a Bid Dispute of the RFQ process in accordance with the City's Policies and Legislation.

## **9. Withdrawal of Bids**

- (1) No unilateral adjustments by Suppliers to submitted Quotations will be permitted.
- (2) A Supplier may withdraw its Quotation prior to the Closing Deadline any time by notifying the Roster Captain designated in this RFQ in writing.
- (3) For clarity, a Bid may only be withdrawn by delivering such notice to the Roster Captain prior to the Submission Deadline and cannot be withdrawn by any other means. If a Supplier fails to properly withdraw a Bid, the Bid shall be considered to be the Supplier's submitted Bid, shall be irrevocable and binding in accordance with the provisions of the RFQ, and may be accepted by the City in its sole and absolute discretion, notwithstanding such failure.
- (4) Any Bids that are properly withdrawn will not be examined or evaluated for the purpose of the RFQ but shall be retained for the City's record retention purposes.

## **10. Amendment of Bids**

- (1) Prior to the Submission Deadline, a Supplier may amend its Bid at any time after submission of the Bid by notifying and submitting the revised bid to the Roster Captain. Bids will not be viewed by the City until after the Submission Deadline and a Supplier may amend its Bid one or more times if it so wishes prior to the Submission Deadline.
- (2) If a Supplier amends its Bid, the Supplier must resubmit the Bid using the submission method identified in the RFQ in accordance with this Section 10 (Amendment of Bids). After resubmitting a Bid, the Supplier should check with the Roster Captain to obtain acknowledgment of such resubmission. If a Supplier fails or is unable to resubmit an



amended Bid prior to the Submission Deadline, the most recently submitted version of the Bid as recorded by the Roster Captain shall be considered to be the Supplier's submitted Bid, shall be irrevocable and binding in accordance with the provisions of the RFQ, and may be accepted by the City in its sole and absolute discretion unless such Bid has been properly withdrawn in accordance with Section 9 (Withdrawal of Bids).

- (3) If the City makes a request to a Bidder for clarification of its Quotation, the Bidder will provide a written response accordingly and this shall then form part of the Quotation.

#### **11. Binding Bid**

- (1) After the Closing Deadline each submitted Quotation shall be irrevocable and binding on Suppliers for a period of 90 days.

#### **12. Supplier Code of Conduct**

- (1) Each Supplier shall comply with the Supplier Code of Conduct as set out in the City's Policies and Legislation.
- (2) "*Supplier Code of Conduct*" means business ethical standards contained in Article 13 Chapter 195, Purchasing, of the Toronto Municipal Code, as amended, supplemented, re-enacted or replaced from time to time, which is set out on the City of Toronto website at: [https://www.toronto.ca/legdocs/municode/1184\\_195.pdf](https://www.toronto.ca/legdocs/municode/1184_195.pdf).

#### **13. Governing Law and Enforceability**

- (1) The terms and conditions of the RFQ process are to be governed by and construed in accordance with the City's Policies and Legislation, the laws of the province of Ontario and the federal laws of Canada applicable therein.
- (2) If any provision of the RFQ or its application to any party or circumstance is unenforceable, the provision shall be ineffective only to the extent of the unenforceability without: (i) invalidating the remaining provisions of the RFQ; (ii) changing the fundamental nature of the obligations assumed by the parties; and (iii) affecting its application to other parties or circumstances.

#### **14. No Incorporation by Reference**

- (1) The entire content of the Supplier's Bid should be submitted in a fixed form and the content of websites or other external documents referred to in the Bid will not be considered to form part of its Bid.

#### **15. Failure or Default of Supplier**

- (1) Without prejudice to any other right or remedy available to the City under this RFQ or at law, if the Supplier, for any reason, fails or defaults in respect of an obligation of the Supplier under the terms of the RFQ and/or RFSQ, the City may:
  - a. disqualify the Supplier from the RFQ and RFSQ and/or from competing for any future procurement processes issued by the City; and

- (2)

- a. require the Supplier to pay the City the difference between its Bid and any other Bid which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any other cost which the City may incur by reason of the Supplier's failure or default.
- (3) The Supplier shall be ineligible to submit a new bid for any procurement process that the City is required to reissue as a result of the Supplier's failure or default under the Contract or where the City deems that the Supplier has abandoned the Contract.

## **16. Rights of the City**

In addition to, but without limiting any other rights or options of the City under this RFQ, the City may, in its sole and absolute discretion carry out the RFQ process as it determines to be in the best interests of the City and to be the most beneficial to City. The City may, in its sole and absolute discretion, exercise any or all of the following rights and options with respect to this RFQ, at any time:

- (1) The City may waive minor irregularities in any Bid.
- (2) The City shall not be obliged to accept or reject any Bid (in whole or in part), including if:
  - the Bid contents appear to be incorrect, inaccurate or inappropriate;
  - the Supplier has engaged in conduct prohibited by the RFQ;
  - the Supplier or any member of a Supplier's Joint Venture is or becomes bankrupt, insolvent, makes an assignment for the benefit of its creditors generally or has a receiver appointed over all or a substantial part of its assets; or
  - Quotations which are incomplete, not completed in ink, conditional or obscure or which contain additions not called for, erasures or alterations of any kind may be rejected.
- (3) The City may suspend, modify and/or cancel this RFQ (with or without the substitution of another RFQ) or the proposed Contract.
- (4) The lowest quoted price may not necessarily be accepted by the City.
- (5) The City may verify the validity of a Bid including the Supplier's statements, claims, qualifications or capabilities, by whatever means the City deems appropriate including obtaining references other than those offered by the Supplier, and conduct investigations as to the qualifications of each Supplier.
- (6) The City may, at any time during the RFQ process, require (within such time period as set by the City) one, some or all of the Suppliers to:
  - a. submit supplementary information or documentation clarifying any matters contained in their Bid;
  - b. meet with the City to clarify aspects of their Bid;
  - c. acknowledge and agree to the City's interpretation of any aspect of a Bid,

provided, however, that the City is not obliged to seek clarification of any aspect of a Bid and may request clarification from some but not all Suppliers. Such clarification may be

in respect of clarification with respect to whether a Bid meets the mandatory requirements of the RFQ or whether the Supplier meets the necessary experience and performance qualifications set out in the RFQ, if any. Any supplementary information and documents submitted by a Supplier which have been accepted by the City and the interpretations prepared by the City which have been acknowledged and agreed to by a Supplier shall be considered to form part of the Bid.

- (7) The City reserves the right to assess the ability of the Supplier to perform the Contract and may reject any Bid where, in the City's sole determination, the personnel and/or resources of the Supplier are insufficient.
- (8) Bids that are improperly prepared, not in compliance with all of the requirements or instructions of the RFQ, incomplete, improperly signed, conditional, qualified, illegible, obscure or contain reservations, additions not called for, arithmetical errors, omissions, erasures, alterations, or irregularities of any kind may, be considered informal or irregular and may be rejected or be retained by the City for consideration and acceptance, subject to the City's Policies and Legislation (Major and Minor Irregularities).
- (9) The City may choose to meet with some or all of the Suppliers in connection with their Bids or the matters provided for in the RFQ. The City may visit the existing place or places of business of some or all Suppliers for purposes of clarification or verification.
- (10) If, in the opinion of the City, any Bidder has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Quotation content and submitted price/fees, or all or any or any combination of them, then the City may reject its Quotation as unbalanced (i.e., not representative of the scope of the services).
- (11) The City may award one or more contracts for portions or all of the Deliverables to as many Suppliers as it deems appropriate, including awarding a contract for Deliverables less than the scope or quantity contemplated in the Successful Supplier's Bid or the RFQ.
- (12) If the RFQ is cancelled, the City may reissue a solicitation to one, some or all of the Suppliers and/or any other person.
- (13) After the Submission Deadline, the City may increase or decrease the quantity of any unit of Deliverables in accordance with the Contract.
- (14) The City may exercise any other right or option provided for in, or in connection with, this RFQ, including the rights and options set out in the City's Policies and Legislation.
- (15) The City may do nothing in relation to the Bids or this RFQ.

### **17. Materially Unbalanced or Abnormally Low Bids**

- (1) A Bid is materially unbalanced if:
  - it is based on prices which are significantly less than cost for some items and prices which are significantly overstated in relation to cost for other items; and
  - the City has determined that the Bid may not result in the lowest overall cost to the City even though it may be the lowest submitted Bid; or
  - it is so unbalanced as to be tantamount to allowing an advance payment.

- (2) A Bid is abnormally low if the pricing, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the pricing raises material concerns with the City as to the capability of the Supplier to perform the Contract on the basis of the offered pricing.
- (3) If a materially unbalanced Bid or an abnormally low Bid is identified, the City may seek clarification from the Supplier, including a detailed price analysis of its pricing in relation to the subject matter of the Contract, the scope, the estimated quantities, the schedule for Contract performance, the allocation of risks and responsibilities and any other requirements of RFQ.
- (4) If after evaluation of the price analysis, the City determines that the Supplier has failed to demonstrate its capability to perform the Contract on the basis of the offered pricing, or that the offered pricing in constitutes a material risk to the City, the City may reject the Bid.

### **18. Currency**

- (1) Unless otherwise stated herein, prices quoted are to be in Canadian dollars.

### **19. Tied Bids**

- (1) In the event that the City receives two (2) or more Bids identical in price, the City reserves the right to select one of the tied Bids as set out in the Tied Bid procedure under the Purchasing Procurement Processes Policy. The Tied Bid procedure allows for first to consider whether any of the Suppliers are a Diverse Supplier as defined in the Social Procurement Policy to break the tie. If no Supplier is a Diverse Supplier then the tie will be broken by way of coin toss or lottery

### **20. Mathematical Errors**

- (1) In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total price quoted.

### **21. City Materials**

- (1) The RFQ and all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to any Supplier or prospective Supplier by, or on behalf of, the City in connection with, or arising out of this RFQ (collectively, the “City Materials”) and all intellectual property rights therein:
  - are and shall remain the sole and absolute property of the City;
  - must be treated by Suppliers and prospective Suppliers as confidential and Suppliers must maintain such confidentiality;
  - must not be disclosed without prior written authorization from the City; must not be used for any purpose other than for replying to this RFQ, and for fulfillment of the Contract or any related subsequent agreement; and
  - immediately upon the request of the City, must be returned by the Supplier to the City and all electronic copies must be destroyed.

- (2) Unless and to the extent provided otherwise in the Contract, the City and its advisers make no representation or warranty as to the accuracy or completeness of the City Materials or that the City Online Procurement System will be made available uninterrupted or be error free or accurate, and disclaim all express and implied representations, warranties and conditions in connection with the City Materials and the City Online Procurement System. Any quantities shown or data contained in the City Materials are estimates only and are for the sole purpose of indicating to Suppliers the general scale and scope of the Contract. Use of or reliance by Suppliers on the City Materials and the City Online Procurement System shall be at the Supplier's sole risk and without recourse against the City.
- (3) It is the Suppliers' responsibility to make their own independent investigations, due diligence, projections and conclusions, and consult their own advisors, to obtain all the information necessary to:
- verify and confirm the accuracy and completeness of the City Materials, unless and to the extent provided otherwise in the Contract;
  - ensure proper, accurate and effective use of the City Online Procurement System;
  - satisfy themselves as to all existing conditions affecting the Deliverables or the Contract; and
  - prepare their Bids in response to this RFQ.

## 22. Ownership of Bid Materials

- (1) The documentation comprising any Bid, along with all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to the City by, or on behalf of, any Supplier in connection with, or arising out of this RFQ (collectively, the "Bid Materials") and all intellectual property rights therein, once received by the City:
- shall become the sole and absolute property of the City; and
  - shall become subject to MFIPPA, and the City may be required to disclose the Bid Materials members of the public, pursuant to MFIPPA.
- (2) Each Supplier:
- .1 represents and warrants that the information contained in its Bid Materials does not infringe any intellectual property right of any third party;
  - .2 hereby assigns and transfer to the City, and shall cause all its personnel and other third parties to assign and transfer to the City, all right, title and interest in the Bid Materials, including intellectual property rights therein;
  - .3 shall cause all its personnel and other third parties to waive, for the benefit of the City, their respective moral rights (and any similar rights to the extent that such rights exist) in and to the Bid Materials; and
  - .4 shall indemnify, defend and hold harmless the City and its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, advisers and contracted personnel, if any, against all claims, actions, suits and

proceedings brought against, or losses, costs, expenses, damages suffered, sustained, or incurred by them which may be directly or indirectly attributable to, or arising or alleged to arise out of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right of a third party in connection with the Bid Materials.

- (3) Suppliers are also advised that MFIPPA does provide protection for confidential and proprietary business information. For the purposes of the City's compliance with MFIPPA, Suppliers are advised to identify in their Bid Materials material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
- (4) Each Supplier's name and total bid price may be made public. Bid Materials will, as necessary, be made available:
  - on a confidential basis, to advisers retained by the City to advise or assist with the RFQ process;
  - to members of Council in accordance with the City's procedures; and
  - to members of the public pursuant to MFIPPA.
- (5) The City will not return the Bid or any other Bid Materials.

### **23. Publicity**

- (1) Suppliers and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information or connection with this RFQ, RFSQ or any Agreement without prior written permission of the City.

### **24. Notification to Other Suppliers**

- (1) Once the Successful Supplier is notified of their selection, the other Suppliers will be notified by the City in writing of the outcome of the RFQ process.

### **25. Debriefing**

- (1) Suppliers may request a debriefing after receipt of a notification of the outcome of the selection process. All requests must be in writing to the City Contact and must be made within sixty (60) days of notification of the outcome of the selection process. The intent of the debriefing information session is to aid the Supplier in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFQ process.

### **26. No Contract until Execution of Written Agreement**

- (1) No legal relationship or obligation regarding the procurement of any good or service shall be created between the Supplier and the City by the RFQ process until the selection of the Supplier to provide the Deliverables pursuant to an Agreement.

### **27. Trade Agreements**

- (1) Suppliers should be aware that procurements falling within the scope of the Canadian Free Trade Agreement or other trade agreements applicable to the City are subject to such

agreements, but the rights and obligations of the parties will be governed by the specific terms of this RFQ.

## 28. No Guarantee of Volume of Work or Exclusivity of Contract

- (1) The City makes no guarantee of the value or volumes of work or orders to be assigned to the Successful Supplier. The Contract with the Successful Supplier will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for the same as or similar Deliverables or may obtain such Deliverables or services internally.

## 29. Bid Dispute Procedure

- (1) Any dispute, complaint, or protest in respect of this RFQ by a Supplier, including prior to and subsequent to the acceptance a Bid by the City shall be addressed in accordance with the Pre-Award Bid Dispute and Post-Award Bid Dispute process under Article 10 of Chapter 195, Purchasing, of the Toronto Municipal Code and the related policy in the City's Policies and Legislation, which are set out on the City of Toronto website at:  
<https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/>.

## 30. Governing Law and Interpretation

- (1) The Terms and Conditions of the RFQ are to be governed by and construed in accordance with the laws of the province of Ontario, including the City's Policies and Legislation.

## 31. Form of Contract

- (1) The following documents shall form part of each Contract:
  1. The Work Assignment Request for Quotation
    - the Process Terms and Conditions
    - the Instruction to Bidders;
    - the Terms of Conditions covered under RFSQ Call No. DOC34509693485;
    - the Executed Master Roster Construction Agreement;
    - Appendix B – Work Assignment Reference Documents (Specification and Drawings)
    - the Statutory Declaration regarding OHSA;
    - the List of Designated Substances if any;
    - Addenda, if any
  2. The Quotation Pricing Form
  3. The Purchase Order
  4. The Performance Bond (Surety Bond)
  5. The Labour and Material Payment Bond (Surety Bond)
- (2) In the event of a conflict between any of the Contract Documents, the following priorities shall apply:
  1. RFSQ and Executed Roster Agreement (Including Addenda)
  2. Addenda to Work Assignment RFQ, if any
  3. Work Assignment RFQ



4. The Definitions
5. Specific Terms and Conditions of Work Assignment RFQ
6. General Conditions of Work Assignment RFQ
7. Division 1 of the Specifications
8. Technical Specifications
9. Material and finishing schedules

(3) In the event of a conflict the following priorities shall apply:

- the non-Drawings parts of the Specifications shall govern over the Drawings;
- the parts of the Drawings consisting of text shall govern over the graphical parts thereof;
- figured dimensions shown on the Drawings shall govern over scaled dimensions thereon;
- Drawings of larger scale shall govern over those of smaller scale of the same date.
- Later dated documents shall govern over earlier documents of the same type.



**APPENDIX B – Work Assignment Reference Documents**

<b>1. Project Assignment Drawing Package: 25-PFR-CAP-GC-005 _ Wallace Swanek Drawings 6905-E1 TO E5</b>
<b>2. Project Assignment Specifications Package: 25-PFR-CAP-GC-005 _ KF Wallace Swanek Park Specifications</b>
<b>3. Site map:25-PFR-CAP-GC-005 _ Site Plan (Wallace Swanek Park map)</b>