Purchasing and Materials Management Division

Request for Quotation #: 6606-18-7203
Issued: August 31, 2018
Buyer: Anton Korol
Telephone No.: 416-397-5191
Email: Anton.Korol@toronto.ca
Client Division: Toronto Water

REQUEST FOR QUOTATION
COVER PAGE

Quotations in response to this RFQ must be completed, properly executed by the Bidder and received at the Purchasing and Materials Management Division, 18th Floor, West Tower, City Hall, 100 Queen Street West, Toronto, Ontario, Canada M5H 2N2 by 12 O’CLOCK NOON (LOCAL TIME) ON THE SPECIFIED CLOSING DATE or your Quotation will be declared non-compliant.

Questions Deadline: September 17, 2018
Closing Date: September 28, 2018

Late submissions will not be considered. Delays caused by any delivery service (including Canada Post and courier services) shall not be grounds for any extension of the submission deadline. Quotations will not be accepted by fax or email.

DESCRIPTION

QUOTATIONS ARE REQUESTED FOR: the non-exclusive supply and delivery of Liquid Chlorine in Railway Tank Cars for the City of Toronto’s Water Division...

PUBLIC OPENING – You are invited to attend a public opening of the Quotations at the time and location indicated above. Unless otherwise indicated the prices will be read aloud at this time. Acceptance of any Quotation is subject to further review by the City of Toronto. For any questions, contact the above named Buyer in writing.

IMPORTANT NOTICE - Fair Wage Schedule(s) Update

At its May 29, 2017 meeting, City Council adopted recommendations to update City of Toronto Fair Wage Schedules. Notice is given to contractors and other service providers that the fair wage schedules shall be in effect as of August 1, 2017. For more information about the fair wage schedules, please access the following web site at: http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=aa18ccc6a943b510VgnVCM10000071d60f89RCRD

Any questions about the Fair Wage By-law should be directed to the Fair Wage Office at (416) 392-7300 or at fairwage@toronto.ca

The undersigned, the Bidder, agrees with the City of Toronto, the party inviting the Quotation referred to above (hereinafter referred to as “the City” unless otherwise indicated) that:

(a) the Bidder will furnish to the City, in conformity with all of the terms and conditions, specifications, plans, price schedules, samples, instructions, addenda or other details provided in connection therewith or referred to herein, the goods, material, articles, equipment, work or services, specified or called for in this RFQ, at the prices quoted herein, on receipt of an official purchase order therefore;

(b) the Bidder warrants that any goods, material, articles or equipment to be supplied under or pursuant to any official purchase order based on this Quotation, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose, and

(c) By submitting a Quotation in response to this RFQ, the Bidder certifies that:

i) The prices in the Quotation have been arrived at independently of those of any other Bidder;

ii) The prices in the Quotation have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to the award, directly or indirectly, to any other Bidder or competitor; and

iii) No attempt has been made, or will be made to induce any other person to submit or not to submit a Quotation, for the purpose of restricting competition.

Name of Bidder:

Address of Bidder:

Telephone: Fax Number: Email:

Signature of Authorized Signing Officer: (must be signed in ink)

Print Name: Date:

Title:

Site meeting to be held: Not Applicable

I/WE ACKNOWLEDGE THE RECEIPT OF ADDENDUM _____ TO _____ DATED __________ TO _____.

TOTAL EVALUATED BID PRICE (Excluding HST) (transcribed from Appendix C -Price Form)

Viewing Copy
For convenience, you may affix the return label found below to the envelope containing your submission. If you do not use the provided return label, the front of your envelope must indicate **ALL** of the information shown on the return label below.

Purchasing and Materials Management cannot be held responsible for documents submitted in envelopes that are not labelled in accordance with the above instructions.

## Return Label

Firm Name:

Request for Quotation No. 6606-18-7203
Closing Deadline: 12:00 O’Clock Noon, September 28, 2018

Chief Purchasing Official  
Purchasing and Materials Management Division  
18th Floor, West Tower, City Hall  
100 Queen Street West  
Toronto Ontario M5H 2N2  
Canada

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**APPENDIX “A”** - REQUEST FOR QUOTATIONS PROCESS TERMS AND CONDITIONS
**APPENDIX “B”** - GENERAL CONTRACT TERMS AND CONDITIONS
**APPENDIX “C”** - PRICE FORM
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**APPENDIX “E”** - CITY POLICY COMPLIANCE FORMS
**APPENDIX “E1”** - APPLICABLE CITY POLICIES
**APPENDIX “E2”** - FAIR WAGE SCHEDULE
**NOTICE OF “NO BID”**
1.0 RFQ Summary

1.1 Quotations are invited for the non-exclusive supply and delivery of **Liquid Chlorine in Railway Tank Cars** for the City of Toronto’s Water Division from October 1, 2018 to December 31, 2019 with the option to renew the Contract for two (2) years, all in accordance with the provisions and specifications contained in this Request for Quotation (RFQ) and the City of Toronto's Procurement Policies, the attached Appendix “C” - Price Form, and the City of Toronto Fair Wage Policy and Labour Trades Contractual Obligations in the Construction Industry.

2.0 Terminology

2.1 Definitions

2.1.1 In this request for quotation, unless inconsistent with the subject matter or context:

"Addendum" or "Addenda" means any document or documents issued by the City prior to the Closing Deadline that changes the terms of the RFQ or contains additional information related to the RFQ;

"Affiliated Person" means everyone related to the Bidder including, but not limited to employees, agents, representatives, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, if:

A. Directly or indirectly either one controls or has the power to control the other,

or

B. A third party has the power to control both.

"Agencies and Corporations" refer to bodies and organizations that have a direct reporting or funding relationship with the City of Toronto or Council. The list of current organization name and contact of agencies and corporations to be considered under this RFQ is available from the following page on the City's website www.toronto.ca/abcc

"Award" means the formal acceptance of a bid that results in a contract;

"Bid" means a Bidder’s response to the RFQ, which includes all of the documentation necessary to satisfy the requirements of the RFQ, has the same meaning as "Quotation" and is used interchangeably;

"Bidder" means any legal entity that submits a Quotation in response to the RFQ;

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the City has elected to be closed for business;

"Buyer" or "Senior Buyer" means the main contact person at the City for all matters related to the RFQ process, as set out on the RFQ Cover Page;

"City" means the City of Toronto including all Agencies and Corporations of the City;
“City Confidential Information” means all information of the City that is of a confidential nature, including all confidential information in the custody or control of the City, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Vendor in connection with the Contract. For greater certainty, the City Confidential Information shall:

a) include: (i) all new information derived at any time from any such information whether created by the City, the Vendor or any third-party; (ii) all information (including Personal Information) that the City is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but

b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Vendor of any duty of confidentiality owed by the Vendor to the City or to any third-party; (ii) the Vendor can demonstrate to have been rightfully obtained by the Vendor, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Vendor free of any obligation of confidence; (iii) the Vendor can demonstrate to have been rightfully known to or in the possession of the Vendor at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Vendor; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or other Requirements of Law.

"Chief Purchasing Official (CPO)" means the person designated to undertake the responsibilities of the chief purchasing official of the City.

“Closing Deadline” means the date and time specified on the RFQ Cover Page or any Addenda issued by the City, as the date and time by which Bidders must submit their Quotation;

"Conflict of Interest or Unfair Advantage" means:

A. In relation to the RFQ process, a Bidder that has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
   (1) Having, or having access to, confidential information of the City in the preparation of its bid that is not available to other Bidders, or
   (2) Communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or
   (3) Engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or

B. In relation to the performance of its contractual obligations in the City contract, the Bidder’s other commitments, relationships or financial interests:
   (1) Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
   a) Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.
“Contract” means the binding agreement that is formed upon Award as confirmed by the issuance of a purchase order, blanket contract or the execution of any written agreement by the City.

“Council” means City Council;

“Deliverables” means everything provided to the City in the course of performing the Contract or agreed to be provided to the City under the Contract by the Vendor

"Diverse Supplier" means any business or enterprise that is certified by a Supplier Certification Organization to be:

- More than 51% (majority) owned, managed and controlled by persons belonging to an equity-seeking community, or
- A social purpose enterprise whose primary purpose is to create social, environmental or cultural value and impact, and where more than 50% of the persons who are full-time equivalent employees or are participating in, or have completed, transitional employment training, experience economic disadvantage.

"Equity-seeking Community" means a group that experiences discrimination or barriers to equal opportunity, including women, Aboriginal People, persons with disabilities, newcomers/new immigrants, LGBTQ+ people, visible minorities/racialized people, and other groups the City identifies as historically underrepresented.

"HST", means Harmonized Sales Tax;

“including” means “including without limitation” and “includes” means “includes without limitation”; the use of the word “including” or “includes” is not intended to limit any statement that immediately precedes it to the items immediately following it.

“may” and “should” used in this RFQ denote permissive (not mandatory);

“must”, “shall” or “will” used in this RFQ denote imperative (mandatory), meaning Quotations not satisfying imperative (mandatory) requirements will be deemed to be non compliant and will not be considered for Award of Contract.

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act;

"Non-Compliant" means that the Quotation has failed one (1) or more mandatory requirement(s) and will not be considered for Award;

"Plant" means the Ashbridges Bay Wastewater Treatment Plant located at 9 Leslie Street, Toronto.

"Product" and/or "Products" means Liquid Chlorine delivered in railway tank cars and related deliverables to be provided by the Vendor as described in the RFQ;

"Public Body" means any government or government agency, municipality or local board, commission or non-profit corporation carrying out a public function, and includes any corporation of which the City is a shareholder.
"Purchase Order" means a document issued to the Vendor under the authority of the Chief Purchasing Official that sets out the terms and conditions applicable to the supply of goods and services by a supplier, including reference to any other Contract documents and the contract value.

"Quotation" means a Bidder's response to the RFQ, which includes all of the documentation necessary to satisfy the requirements of the RFQ, has the same meaning as "Bid" and is used interchangeably;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, City by-laws, rules, regulations, policies, official plans, permits, licences, authorisations, directions, and agreements with all authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

"RFQ" means this Request for Quotation inclusive of all Appendices, Schedules and any Addenda that may be issued by the City;

"Supplier Certification Organization" means a non-profit organization recognized by the City of Toronto that certifies businesses and enterprises as Diverse Suppliers by assessing them using established, consistent criteria. Recognized Supplier Certification Organizations include:

- Canadian Aboriginal and Minority Supplier Council
- Canadian Gay and Lesbian Chamber of Commerce
- Social Purchasing Project
- Women Business Enterprise Canada
- Canadian Council for Aboriginal Business

"Supplier Code of Conduct" means business ethical standards contained in Article 13 Chapter 195, Purchasing, of the Toronto Municipal Code;

“Term” means the period of time from the effective date of the Award as evidenced by a City purchase order, until the completion date of the Contract including any renewal options exercised by the City as detailed in Section 4.0.

“Vendor” means the successful Bidder that has been awarded the Contract.

"Workforce Development" means a relatively wide range of activities, policies and programs to create, sustain and retain a viable workforce that can support current and future business and industry. It is an approach that integrates career exploration, industry–driven education and training, employment, and career advancement strategies, facilitated by the collaboration between employers, training and education institutions, government, and communities.
2.2 References to Labeled Provisions

Each reference in this Request for Quotation to a numbered or lettered “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “subclause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labelled provision of this Request for Quotation (RFQ).

2.3 General Interpretation

In this RFQ, unless the context otherwise necessitates:

2.3.1 any reference to an officer or representative of the City shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;

2.3.2 a reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution thereof or amendment thereof;

2.3.3 all amounts are expressed in Canadian dollars and are to be secured and payable in Canadian dollars;

2.3.4 all references to time shall be deemed to be references to current time in the City;

2.3.5 a word importing only the masculine, feminine or neuter gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;

2.3.6 any words and abbreviations which have well-known professional, technical or trade meanings, are used in accordance with such recognized meanings;

2.3.7 all accounting terms have the meaning recognized by or ascribed to those terms by the Chartered Professional Accountants Canada (CPA Canada); and

2.3.8 all index and reference numbers in the RFQ or any related City document are given for the convenience of Bidders and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.
2.4 RFQ Process Terms and Conditions

This RFQ process is governed by the terms and conditions in Appendix “A”.

3.0 Scope of Work and Associated Deliverables

3.1 General

3.1.1 The Toronto Water Division of the City of Toronto (City) requires the supply and delivery of Liquid Chlorine in railway tank cars to the Ashbridges Bay Wastewater Treatment plant, 9 Leslie Street, Toronto, on an as and when needed basis for the duration of the Contract term.

3.1.2 The railway tank car capacity shall be 90 tonnes.

3.1.3 The Liquid Chlorine shall be designed for use in disinfection of effluent from the wastewater treatment process.

3.1.3 The product(s) offered must meet or exceed the specifications requested. Specifications are detailed below.

3.2 Quality

3.2.1 Liquid Chlorine, as delivered to the Plant in railway tank cars, shall be anhydrous and 99.5 per cent chemically pure, shall not contain more than 0.01 per cent oil and residue, nor any substances in quantities capable of producing a deleterious or injurious effect upon the health of those consuming water which has been treated with the addition of Liquid Chlorine.

3.2.2 The Liquid Chlorine shall be free of any foreign element or compounds that may negatively affect the City's Plant chemical feed equipment or treatment plant operations. The Vendor shall be liable to the City for all costs or damages arising as a result.

3.2.3 The Liquid Chlorine shall also conform to the following requirements:

- **Moisture:** Less than 150 mg/kg by weight.
- **Heavy Metals:** Sum of all heavy metals shall not exceed 30 mg/kg expressed as lead.
- **Lead:** Less than 10 mg/kg reported as lead.
- **Mercury:** Less than 1 mg/kg reported as mercury.
- **Arsenic:** Less than 3 mg/kg reported as metallic arsenic.
- **Non-volatile Residue:** The total residue shall not exceed 50 mg/kg by weight in liquid chlorine in tank cars.
- **Carbon Tetrachloride:** Less than 100 mg/kg.
- **Trihalomethanes:** Less than 300 mg/kg.
3.2.4 The Bidder should include with their Quotation a typical analysis of Liquid Chlorine that is being proposed for supply. Bidders that do not include this information with their Bid submission must provide this information within three (3) business days of a written request from the City. Bidders failing to provide such documentation within the timeframe specified will be declared non-compliant and will not be considered for award.

3.2.5 Bidders should state with their Bid submission, the process used for manufacturing Liquid Chlorine and the source of supply indicating the name and address of the manufacturer. All products supplied under this Contract must come from the named source. Bidders that do not include this information with their Bid submission must provide this information within three (3) business days of a written request from the City. Bidders failing to provide such documentation within the timeframe specified will be declared non-compliant and will not be considered for award.

3.3 Quality Control

3.3.1 It is the responsibility of the Vendor to ensure that product quality is maintained to specification requirements. Product(s) received may be randomly tested at the expense of the City of Toronto. Should a product fail to meet the specifications noted in this RFQ, the Vendor will be responsible for all expenses incurred in the testing and return of the defective material. In cases of discrepancies the decision of the City of Toronto shall govern.

3.3.2 Bidders must provide proof of an established Quality Management System currently in place, such as ISO 9001, that ensure product quality, regulatory compliance and customer satisfaction. Should such literature not be included with the Bid submission, Bidders must provide it within three (3) Business Days of a written request from the City or the Bid will be declared non-compliant and will not be considered for award.

3.3.3 To ensure that the quality of the product(s) has not been tampered, bulk product(s) shall be secured by employing seals and maintaining a chain of custody. Refer to section 13.11 for further information.

3.4 Substitutions

3.4.1 The Vendor must not substitute Contract approved product(s) without prior written approval from City of Toronto, on either City of Toronto letter head or City of Toronto originating email. Any approved substitution must meet or exceed the approved good or approved service to be substituted.

3.4.2 The Vendor must not substitute the process used for manufacturing the material and source of supply without prior written notice to the City of Toronto. City of Toronto must approve such substitution.

3.5 Responsibility

3.5.1 The Vendor shall be responsible for any spills and clean-up, including notification to City staff and/or regulatory agencies, required to the extent caused by the negligence or wilful misconduct of the Vendor, but subject to the Vendor's limitation of liability as set forth in Appendix B - General Contract Terms and Conditions, Item 20.

3.5.3 Railway tank cars will not be accepted by the City if gas or liquid is leaking from valves or other parts of the rail car upon their delivery or if they do not meet standards as detailed in sections 3.9 and 3.10.

3.5.3 The Vendor must comply with all federal and provincial laws, including the Transportation of
Dangerous Goods Act – 1992 (Canada), the Dangerous Goods Transportation Act, and the Environmental Protection Act, as amended from time to time, and regulations under each of these Acts.

3.6 Reliability of Supply

3.6.1 The City of Toronto reserves the right to purchase Liquid Chlorine in tank cars from another supplier should the Vendor be unable to provide the Product, subject to the limitation of liability as set forth in Appendix B – General Contract Terms and Conditions, Item 20. The City may require the Vendor to pay the difference in cost incurred by reason of the Vendor’s failure under the terms of the RFQ.

3.6.2 At the end of the contract term, in the event a subsequent Contract is not awarded, the Vendor may be required to supply Liquid Chlorine in railway tank cars at the same prices, terms and conditions up to additional ninety (90) days until a new Contract is awarded.

3.7 Canadian Stock

3.7.1 The Vendor shall be prepared to deliver each shipment of Liquid Chlorine within a five (5) day period following receipt of delivery instructions. Occasionally, an urgent need may arise for faster delivery in less than five (5) days. The Bidder is required to state in Appendix “C” — Price Form any additional charges and the minimum notice time required which may apply to such urgent delivery requests.

3.7.2 The Bidder should state in the space provided below, what stock will be kept in a designated Canadian warehouse and the location of such warehouse. Bidders that do not include this information with their Bid submission must provide this information within three (3) business days of a written request from the City. Bidders failing to provide such documentation within the timeframe specified will be declared non-compliant and will not be considered for award.

3.8 Emergency Assistance

3.8.1 Bidders are requested to include with their submission, a synopsis of emergency assistance which can be rendered should unanticipated events arise at City premises. Issues to be addressed should include but not be limited to the following; removal of Product from City property, provision of temporary on-site storage via tanker or container, 24-hour technical support and spill containment and remediation capability. Bidders failing to include such information with their Bid submission must provide the information within three (3) business days of a request from the City. Bidders failing to provide such information within the timeframe specified will be declared non-compliant and will not be considered for award.

3.9 Railway Tank Car Conditions

3.9.1 Since Liquid Chlorine is a hazardous substance, it is the Vendor's responsibility to ensure the railway tank cars are thoroughly inspected, tested, cleaned, dried, and fitted with new or reconditioned valves, and otherwise maintained in good condition as recommended by The Chlorine Institute and Transport Canada.
3.9.2 Liquid Chlorine railway tank cars will be visually inspected, by City Staff, at the time of unloading and railway tank cars not meeting acceptable standards will be rejected by the City. The criteria for rejection include, but are not limited to: leaking or damaged valves, railcar leaking chlorine, defective car.

3.9.3 The rejected Liquid Chlorine railway tank cars shall be serviced, repaired or replaced by the Vendor at no cost to the City without causing any interruption in the Liquid Chlorine supply to the Plant.

3.9.4 Notwithstanding the foregoing, this Section 3.9 shall in no way act to extend the Vendor’s liability and the Vendor’s liability shall in all cases be subject to the limitations of liability set forth in Appendix B – General Contract Terms and Conditions, Item 20.

3.10 Railway Tank Car Connections

3.10.1 Railway tank car valves shall conform to Chlorine Institute Standard Valves. Notwithstanding the foregoing, this Section 3.10 shall in no way act to extend the Vendor’s liability and the Vendor’s liability shall in all cases be subject to the limitations of liability set forth in Appendix B – General Contract Terms and Conditions, Item 20.

4.0 Term of Contract

4.1 Upon Award of this RFQ, the Vendor and the City will have a Contract for the Deliverables from October 1, 2018 to December 31, 2019, with the option to renew the Contract for two (2) additional separate one (1) year periods, all in accordance with the terms, conditions, and specifications contained in this RFQ and any applicable City policy.

4.2 The decision to renew the Contract for any option term will be at the sole discretion of the City and will be decided at least four (4) months in advance. All terms and conditions of the Contract shall remain in effect and continue during the optional year(s), with the exception of any price adjustment. The City may take into consideration the following into its decision to exercise any option year:

- Available budget;
- The annual price adjustment;
- Vendor performance during the contract; and
- Operational needs
- Availability of Liquid Chlorine dosing equipment availability and/or rail line accessibility due to ongoing construction.

4.3 Included in the decision to accept any option year(s) of the contract, is a price adjustment annually effective applied to the price stipulated in Appendix 'C' - Price Form for the option year(s) with a blended index equal to the annual Industrial Product Price Index (IPPI, Chemicals and Chemical Products) X 80% + Transportation, subcomponent of Consumer Price Index (CPI) by province (Ontario), for a 12 month period. IPPI and CPI will be validated starting from four (4) months prior to the end of the current Contract conducted by the City for the Deliverables included herein, at the time the option is being considered. To calculate the new price for the first option year, January 1, 2019 to December 31, 2019, the Blended Index will be applied to the unit price stipulated in Appendix 'C' - Price Form (line B). To calculate the new price for the second option year, January 1, 2020 to December 31, 2020, the Blended Index will be applied to the unit price stipulated in Appendix 'C' - Price Form (line C).
Potential Option Years:
January 1, 2020 to December 31, 2020
January 1, 2021 to December 31, 2021

4.4 All terms and conditions of the Contract shall remain the same and continue during the extended Terms.

4.5 For the purposes of the evaluation and award, there will be a 3% CPI/IPPI increase applied annually to the total annual cost from January 1, 2020 to December 31, 2021.

4.6 In addition, the City will also review the Vendor's contract performance during the Term with regards to meeting timelines, and Deliverables.

5.0 Site Meeting

5.1 After award of Contract and prior to the first delivery, the Vendor shall meet with representatives of the plant to discuss details of ordering, shipping, receiving, unloading and safety requirements/procedures, as well as to establish technical and business agent contacts. The Vendor shall ensure and confirm adequate access for the size of the rail car involved and compatibility of fill line fittings.

6.0 Quotation Response Requirements

6.1 General Response Requirements

6.1.1 The following section lists the items that are to be included with your submission. Failure to include mandatory items will result in your submission being found to be non-compliant and not considered further.

6.1.2 Bidders must submit one (1) original (clearly marked and identified) and should submit one (1) additional hard copy of their Quotation. In the event where there are deviations between the original and any copies, the original hard copy shall prevail.

6.2 Request for Quotation Cover Page

6.2.1 If providing a Quotation on behalf of a corporation, the RFQ cover page must be signed by an authorized signing officer who has the authority to bind the corporation. If the Bidder is not a corporation, the cover page must be signed by an authorized signing officer, having the authority to legally bind the Bidder to the extent permissible by the Requirements of Law. Bidders must also indicate the receipt of all Addenda as indicated on the RFQ cover page.

6.3 Price Form – Appendix “C”

6.3.1 In order for your Quotation to be considered, the Bidder must provide pricing on all items listed in Appendix “C” - Price Form inclusive of Prompt Payment discounts where applicable. **Quotations that do not include pricing on all Deliverables listed will be declared Non-Compliant.**

6.3.2 The Bidder is to transcribe the grand total base bid price from the Appendix C - Price Form into RFQ Cover Page 1 – Total Base Bid Price. In the event of any discrepancy between the information provided
in RFQ Cover Page 1 – Total Base Bid Price and the amount set out in the Price Form, the Price Form shall govern.

6.3.3 Early Payment Discount
Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice by the City of Toronto, Corporate Accounts Payable unit.

6.3.3.1 If early payment terms are being offered, this must be indicated on Appendix C - Price Form. The Total Base Bid Price will be calculated taking the total base bid price less the discount offered, and will be applied against both the initial Term, and any subsequent renewal Term option(s) (if applicable) in order to determine the evaluated bid price for the purposes of the award.

6.3.4 All prices, rates, and/or costs submitted by Bidders with respect to this Request for Quotation, must include any and all expenses that may be anticipated and incurred by the Vendor while providing the Products F.O.B. destination as specified in this RFQ. No additional costs will be considered.

6.3.5 Bidders must provide a quote for Deliverables that meet or exceed the minimum specifications and requirements detailed in Section 3.2.

6.3.6 Bidders shall indicate the daily rate for demurrage as identified in Appendix "C" – Price Form. Pricing for this is a mandatory requirement. Pricing quoted for demurrage will not be used for evaluation purposes.

6.3.7 The Bidder is required to state in Appendix “C” – Price Form, any additional charges which may apply to urgent delivery requests (as per section 3.7). Should a Bidder leave this field blank, it shall be assumed that there are no additional charges for urgent delivery and no such charges will be considered, accepted or paid by the city.

6.3.8 The Bidder is required to state the minimum notice time required for urgent delivery requests (as per section 3.7). Should a bidder leave this field blank, it shall be assumed that there is no minimum notice time required.

6.3.9 For firms that manufacture and/or market products identified within the Ontario Municipal Hazardous Waste or Special Waste (MHSW), all fees payable to Stewardship Ontario are to be included in the unit prices.

6.3.10 Bidders must provide ALL prices requested in the Price Form(s). Prices that are intended to be zero cost/no charge to the City must be submitted in the space provided in Price Form(s) as "$0.00", "0" or "zero". BIDDERS THAT DO NOT FULLY COMPLETE THESE FORMS (SUCH AS LEAVING LINES BLANK), OR HAVE UNCLEAR ANSWERS (SUCH AS "N/A", "-", OR "TBD", DASHES OR HYPHENS) WILL BE DECLARED NON-COMPLIANT.

6.4 City Policies Submission Form(s) – Appendix "E"

The Policy Submission Form contains statements from different City of Toronto Policies. The complete text of these policies can also be found on the City’s website at http://www.toronto.ca/purchasing/policies. Where applicable, the Bidder shall answer the questions posed and include the submission form with the completed Request for Quotation, failure to do so will result in the Bidder being declared Non-Compliant.
6.5 **Literature**

6.5.1 Bidders, shall submit complete literature on all products being included in their quotation including. Should the literature listed below not be included with the bid submission, Bidders must provide it to the City within three (3) Business Days of a request or the bid will be declared non-compliant and not be considered for award.

a) A specification of Liquid Chlorine that is being proposed for supply as per section 3.2.

b) The current (within three (3) years of expiry) Material Safety Data Sheets (MSDS) for the product(s) that is (are) being offered.

d) Typical laboratory analysis as per section 3.2;

e) Information on the manufacturing process and source of supply on the product being offered as per section 3.2 indicating the name, address and country of the manufacturer. All products supplied under this order must come from the named source for the duration of the Contract unless otherwise approved by the City of Toronto.

f) Proof of an established Quality Management System as detailed in section 3.3.

g) Information on Canadian stock for urgent delivery as per section 3.7;

h) Synopsis of Emergency Assistance as per section 3.8;

i) Proof that the Bidder is a member of the Canadian Chemical Producers Association and is committed to the safe handling and use of the Products it manufactures; and, 

j) Written verification that the Bidder's delivery personnel are certified and authorized to undertake the delivery Services described in this RFQ.

7.0 **Evaluation of Bids**

7.1 Subject to the process terms contained in Appendix "A" and the City's procurement policies, it is the intent of the City to award a Contract to one (1) Bidder based on the Bidder meeting specification and providing the lowest overall total bid price cost as shown in Appendix “C” – Price Form inclusive of prompt payment and option years. However, the contract will only be issued with the initial year's extended price. If option years are exercised, the extended price will be added in the applicable year.

7.2 Upon award the City will confirm with the Vendor, the Deliverables, date(s) and any other instructions related to the Deliverables being provided.

7.3 The provision of Deliverables shall not commence until a signed Contract for the Deliverables is issued and a Contract Release Order (CRO) has been issued.

8.0 **Offers to Agencies and Corporations (Piggyback Option)**

After award, the Vendor acknowledges that the City may inform its Agencies and Corporations of the Vendor's Contract with the City. If the Vendor wishes to provide the same Deliverables to the City's Agencies and Corporations, it shall use commercially reasonable efforts to negotiate for the purpose of
entering into separate and distinct contracts with the City's Agencies and Corporations based on the same or comparable terms (including price and duration) as are set out in the City's Contract with the Vendor. The Vendor further acknowledges that the City shall not be liable for any separate contracts negotiated with the City's Agencies and Corporations by the Vendor.

9.0 Specifications – Not Applicable

10.0 Quantity

10.1 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 will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the City whether decreased or increased.

Quantities have been estimated in consideration of construction activities for the duration of the contract. The estimated quantity is 25 metric tonnes per month.

11.0 Safety Training

11.1 The Vendor will be required to provide onsite training to the City of Toronto employees regarding the safe handling of Liquid Chlorine and procedures in case of accidental spills and emergencies. The training shall be Director Approved training with assigned Continuing Education Credits (CEUs) and meet the requirements of the Ministry of the Environment and Climate Change.

12.0 Material Safety Data Sheets (MSDS)

12.1 The Vendor must provide Material Safety Data Sheets (MSDS) for each item in Appendix “C” – Price Form within five (5) business days when requested by the City. The MSDS must be sent electronically to the following email account: Paul.Popelar@toronto.ca, Ashbridges Bay Wastewater Treatment Plant Work Area 2 Supervisor (Disinfection), and Leslie.fleming@toronto.ca, 18th floor, Metro Hall, Supervisor Operational Support, Wastewater Treatment, with the corresponding RFQ # in the following format: "RFQ: 6606-18-7" in the email subject line. Failure to submit all MSDSs to the City within the specified time frame by the City may result in the Vendor being deemed in breach of the Contract.

13.0 Delivery

13.1 The Vendor shall ship each rail car of Liquid Chlorine within five (5) Business Days following receipt of CRO and delivery instructions, and provide same day notification of shipment. Late delivery, partial shipments or shipment of unauthorized product(s) may result in the Contract being cancelled.

13.2 The Vendor will be advised in advance by the City of the dates on which the deliveries are to be made.

13.3 The Vendor must deliver the specified Deliverables stated in this RFQ without substitution or deviation, unless prior written approval from the City of Toronto, on either City of Toronto letter head or City of Toronto originating email.

13.4 The Vendor shall contact the Plant prior to first delivery to ensure and confirm adequate access for railway tank cars delivering the Liquid Chlorine, lay out of rails and compatibility of unloading
connections. Unloading procedure and safety requirements must be reviewed by the Vendor with the City's site contact prior to the first shipment.

13.5 In the event that the Vendor is unable to provide the specified product(s) as per their quotation, the Vendor must provide the City with a minimum of thirty (30) days written notice explaining the reason for any deviations to the product(s). In addition, the Vendor must ensure the City has the appropriate time to prepare for any alternate product(s). The alternate product(s) must be agreed upon by the City. If the agreed alternate product(s) results in higher operating costs for the City that the original product(s), the Vendor will be responsible for the price/cost difference. The Vendor shall also ensure that the City will receive the original product(s) as per their quotation to cover off the City's requirements until approved changes to the original product(s) have been made.

13.6 The following paperwork must be provided with each delivery to the satisfaction of the City:

a) Listing by serial number of all tank cars delivered as well as tank cars accepted for return.

b) On the Bill of Lading, tamper evident seal numbers and a production lot number shall accompany each shipment. The production lot number must enable confirmation that the product(s) supplied is from the same source and has the same quality as that offered in the bid. If the production number indicates that the product(s) is from a different source or of a different quality than what was offered in the bid or another source approved by the City, the City will not accept the delivery. Furthermore, if the seal numbers on the Bill of Lading and the actual seals on the tanker trailer do not match, the City will not accept the delivery. The Vendor will be responsible for the charges related to the product(s). On the Bill of Lading, a production lot number shall accompany each shipment. The production lot number must enable confirmation that material supplied is from the same source and has the same quality as that offered in the Bid.

c) A printed weigh slip with the details noted in section 13.12 below.

13.7 Any missing information or paperwork that is to be provided with each delivery, as noted in this RFQ, may result in the non-acceptance of a delivery. The Vendor shall be responsible for all expenses incurred as a result the non-acceptance of a delivery due to improper or lacking paperwork.

13.8 Any shipment of Liquid Chlorine that is not in accordance with the specifications set out in this RFQ will be rejected by the City and removed at the Vendor’s expense, subject to the limitation of liability as set out in Appendix B – General Contract Terms and Condition, Item 20. This includes the lack of provision of the required paperwork with each delivery.

13.9 The City of Toronto shall be the final arbitrator for acceptance of the shipment.

13.10 The interior of delivery cars shall be clean and free from dirt, corrosion, scale, and other sources of contamination. Bulk quantities of the product(s) shall be secured by employing the following measures:

a) Seals – Bulk quantities of product(s) may be sealed with a uniquely numbered tamper-evident seal(s). The seal numbers shall be recorded and disclosed on the Bill of Lading. Seals shall be inspected upon receipt of product(s) by the City. Evidence of tampering, absence of seal, removal of the seal prior to City review or non-matching seal numbers on the Bill of Lading and on the tanker truck will be reported to the Vendor and the City will not accept the delivery. The Vendor will be responsible for all costs associated with the non-accepted product(s).
b) Chain of Custody – A continuous chain of custody is to be maintained between the manufacturer and the City during storage and shipment.

13.11 While on City property, the Vendor will abide by all of the requirements of the Occupational Health and Safety Act and City safety regulations and practices.

13.12 Certification of Delivered Weight

13.12.1 Each railway tank car delivery shall be accompanied by a certified scale printed weigh slip showing the following data:
   a) Gross, net and tare weights of Railway Tank Car in kilograms, before and after unloading.
   b) Date and time of weighing of both gross and tare weights.
   c) Identification of Railway Tank Car for which the tare weight is given.
   d) Purchase order number
   e) Requisitioner's name
   f) Description of the items delivered and quantity shipped

13.12.2 Failure to provide the required paperwork with each delivery will result in the City estimating the volume received for the delivery. Payment to the Vendor will be based on the City's estimate. The Vendor will be provided with the calculations of the City's estimate upon Request.

13.13 Due to ongoing construction at the Ashbridges Bay Wastewater Treatment Plant, there may be periodic interruption to Liquid Chlorine delivery due to dosing equipment availability and/or rail line accessibility. The Vendor will be advised in advance by the City of the date on which deliveries are to be made.

14.0 Transportation and Demurrage

14.1 Demurrage charges resulting from Vendor delays such as break down of the Vendor's equipment will not be accepted by the City and will not be paid by the City.

14.2 Notice by the railway to the City of Toronto of car availability for placement, constitutes placement, and notice by the City of Toronto to the railway that the car is available for removal, constitutes removal.

14.3 Demurrage charges for unloading periods in excess of free days will be considered for payment. The Vendor shall provide the City with a minimum of 305 free days for each year of the Contract (including any optional period exercised by the City).

14.4 The Vendor may, at its option, deliver from points other than that specified (but shall not be obligated to do so) provided that such delivery shall be at the Contract price. Where the Contract price provides for absorption by the Vendor of freight charges, wholly or in part, the Vendor shall have the right to select the route, mode and carrier. Railcar mileage earning on equipment owned or leased by the Vendor shall be for the sole account of the Vendor. Railcar hold time shall be limited to thirty (30) days. Demurrage will be billed at a rate per day as per Schedule "C" – Price Form until the City officially releases the car. Railcars of Liquid Chlorine shipped under this Contract are to be unloaded at the Plant.
15.0 Title

15.1 Title to and risk of loss of all Product sold hereunder shall pass to the City at the Vendor’s point of shipment whether or not the Vendor pays all or any part of the freight, and notwithstanding any designation of F.O.B. elsewhere in the Contract.

16.0 Insurance (Refer to Appendix B – General Contract Terms and Conditions)

17.0 Occupational Health and Safety

17.1 Bidders are required to submit a properly commissioned (**) Occupational Health and Safety Statutory Declaration (“OHSA Declaration”) in the form attached to this Quotation Request prior to award. (Form can be found in Appendix "D" – Supplementary Forms).

17.2 If a properly commissioned OHSA Declaration is not submitted with your Quotation, the City may provide a Bidder with an opportunity to submit the required OHSA Declaration within five (5) working days of such written request. Failure to submit the OHSA Declaration in response to that written request or the inability of the Bidder to satisfy the requirements set out in the OHSA Declaration are grounds for default. The City may also consider previous OHSA violations as grounds for rejection of a Quotation and the City may terminate any contract arising from this Request for Quotation if the Bidder is continuously in violation of OHSA requirements.

17.3 In the event that a Bidder is unable to satisfy the OHSA Declarations requirements, Bidders are advised Occupational Health and Safety training is available to Ontario contractors through the Construction Safety Association. That training should enable Bidders to identify whether further training is necessary to satisfy the requirements of the OHSA Declaration on future Tender/Quotation/Request for Proposal submissions.

17.4 The following persons, by virtue of their office, are Commissioners for taking affidavits in Ontario: Members of the Legislative Assembly, Provincial judges and justices of the peace, and barristers and solicitors entitled to practise law in Ontario.

18.0 Gender Diversity in City Procurements

As part of City Council's support to enhance gender diversity on boards of corporations, all corporations conducting business with the City of Toronto are encouraged to utilize an intersectional analysis to strive to have gender parity on their corporate boards.

19.0 The City of Toronto Social Procurement Program

In May 2016, Toronto City Council unanimously adopted the City of Toronto Social Procurement Program which aims, in part, to drive inclusive economic growth by improving access to the City's supply chain for certified diverse suppliers. The City of Toronto expects its Bidders to embrace and support the City of Toronto Social Procurement Program and its respective goals.

Social Procurement involves using purchasing power and processes to advance positive economic, workforce, and social development outcomes, in addition to the delivery of efficient goods, services, and works. This includes bringing greater diversity to the
contracting processes by addressing barriers for small and medium-sized enterprises, including those owned by members of equity-seeking groups and Social-purpose Enterprises. It comprises of a relatively wide range of activities, policies, and programs employed within geographies to create and sustain an inclusive workforce, create positive socio-economic impacts on low-income populations, and support current and future business and industry. It is an approach that integrates human service support, industry-driven education, and training, and career advancement strategies, facilitated by the collaboration between employers, training and education institutions, government, and communities.

a. Supplier Diversity Requirements

As part of the Social Procurement Program, the City encourages Bidders to develop or provide an adopted supplier diversity policy that details the Bidder's means to improve supplier diversity in the City's supply chain. This is not a mandatory requirement and will not be considered as part of the award. A supplier diversity policy may demonstrate its commitment to diversity by (but not limited to):

- Describing the Bidder's commitment to an active supplier diversity program, including providing a company approved policy related to supplier diversity;
- Describing the Bidder's commitment to a pro-active employment diversity program, including providing the company approved employee diversity policy; or,
- Including proof of certification by a Supplier Certification Organization.

For more information on the City of Toronto Social Procurement Program, visit: http://www.toronto.ca/legdocs/mmis/2016/ex/bgrd/backgroundfile-91818.pdf

b. Workforce Development

As part of the Social Procurement Program, the City may require Bidders to implement a Workforce Development Plan (WD Plan). If required, Section 18.1– Social Procurement Program – Workforce Development Requirement will detail the specifics of one or more Workforce Development Strategies (WD Strategy) to be implemented. The WD Plan is typically comprised of one or more of the following WD Strategies, with the details specific to each individual tender:

- Recruitment, Training and Skill Development Initiatives;
- Opportunities for Registered Apprenticeships during Construction; or,
- Use of Social Enterprises in the Supply Chain.

Furthermore, each WD Plan will require the Bidder to:

- Designate a liaison within the Proponent's organization who will implement and maintain the WD Plan and provide status updates and outcomes;
- Specify the frequency of meetings that will be included for meeting with a designated City representative to review and refine the WD Plan and provide updates on implementation activities; and
 Include a process for maintaining records of progress and outcomes and share these records with the City at agreed intervals throughout the contract, at the end of the contract and upon request by the City.

Prior to any commencement of work, all reporting requirements will be confirmed. The implementation of the WD Plan is maintained and documented throughout the contract period, and such documentation may be considered in the review of responses to future City procurements.

19.1 Social Procurement Program – Workforce Development Requirement – Not Applicable

20.0 Supplementary Invoicing Requirements

20.1 All invoices shall include the following information:

 The quantity of delivered material shall be clearly indicated only in units expressed as kilograms, or metric tonnes, accurate to a maximum of three (3) decimal places. This weight will be used to calculate the invoiced amount.

 The delivered weight indicated on the invoice shall be equal to the net weight of delivered material as derived from the associated weigh scale ticket.

 Actual date of delivery and name of specific City facility.
APPENDIX “A” REQUEST FOR QUOTATIONS PROCESS TERMS AND CONDITIONS

1. Bidder’s Responsibility
   (1) It shall be the responsibility of each Bidder:
      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 Bidder) 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:

         http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=e831db1bab81f41f0VgnVCM10000
91d60f89RCRD

   (2) The failure of any Bidder to receive or examine any document, form, addendum, or policy shall not relieve the Bidder of any obligation with respect to its Quotation or any purchase order issued based on the Bidder’s Quotation.

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 “Buyer” in the RFQ.

   (2) No City representative, whether an official, agent or employee, other than those identified as “Buyer” or the Chief Purchasing Official or his/her delegate are authorized to speak for the City with respect to this RFQ, and any Bidder who uses any information, clarification or interpretation from any other representative does so entirely at the Bidder’s own risk.

   (3) Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Bidder to bypass the RFQ process may be grounds for rejection of its Quotation.

   (4) Commencing from the issue date of this RFQ until the time of any ensuing Award, no communication shall be made by any person, including potential Bidders, or its representatives, including a third-person representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Quotation or oppose any competing Quotation, nor shall any potential Bidder, or its representatives, including a third-person representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss this RFQ or its Quotation with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified on page 1 on this RFQ.

   (5) Communications in relation to this RFQ outside of those permitted by the applicable procurement policies and this RFQ document 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 City's Supplier Code of Conduct (Article 13 of Chapter 195, Purchasing By-law) provides that any Bidder found in breach of the policy may be subject to disqualification from the call or suspended from future call or calls at the discretion of the Chief Purchasing Official or Council.

   (6) Notwithstanding anything to the contrary set out in this document, the obligations with respect to lobbying as set out in the City of Toronto Municipal Code, Chapter 140 shall apply. More information on the Lobbying By-Law can be found at the Office of the Lobbyist Registrar's website.
3. **Addenda**

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 Bidders by addenda. Each addendum shall form an integral part of this RFQ. Such addenda may contain important information, including significant changes to this RFQ. Bidders are responsible for obtaining all addenda issued by the City. All Bidders must acknowledge receipt of all Addenda in the space provided on the RFQ Cover Page.

The City’s Purchasing and Materials Management Division will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Deadline. The City reserves the right to revise this RFQ up to the Closing Deadline.

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.

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

If a Bidder wishes to suggest a change to any mandatory term or condition set forth in any part of this RFQ it should notify the Buyer in writing not later than three (3) Business Days before the Closing Deadline. The Bidder 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**

A Bidder 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 Buyer 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. **Bidders Shall Bear Their Own Costs**

Every Bidder shall bear all costs associated with or incurred by the Bidder in the preparation and presentation of its bid including, if applicable, costs incurred for samples, interviews or demonstrations.

7. **Limitation of Liability**

The City shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the City of any Quotation, or by reason of any delay in acceptance of a Quotation, except as provided in this RFQ.

8. **Post-Submission Adjustments and Withdrawal of Quotations**

(1) No unilateral adjustments by Bidders to submitted Quotations will be permitted.

(2) A Bidder may withdraw its Quotation prior to the Closing Deadline any time by notifying the Buyer designated in this RFQ in writing.
(3) A Bidder who has withdrawn a Quotation may submit a new Quotation, but only in accordance with the terms of this RFQ.

9. Binding Bid

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

10. Supplier Code of Conduct

(1) Honesty and Good Faith

Bidders must respond to the City's RFQ in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the RFQ. Bidders shall submit a Bid only if they know they can satisfactorily perform all obligations of the contract in good faith. Bidders shall alert the Buyer to any factual errors, omissions and ambiguities that they discover in the RFQ as early as possible in the process to avoid the RFQ being cancelled.

(2) Confidentiality and Disclosure

Bidders must maintain confidentiality of any confidential City information disclosed to the Bidder as part of the RFQ.

(3) Conflicts of Interest and Unfair Advantage

Bidders must declare and fully disclose any actual or potential conflict of interest or unfair advantage related to the preparation of their bid or where the Bidder foresees an actual or potential conflict of interest in the performance of the contract.

(4) Collusion or Unethical Bidding Practices

No Bidder may discuss or communicate, directly or indirectly, with any other Bidder or their Affiliated Persons about the preparation of their Bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other supplier making a submission for the same work. Bidders shall disclose to the Buyer any affiliations or other relationships with other Bidders that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

(5) Illegality

A Bidder shall disclose to the Buyer any previous convictions of itself or its Affiliated Persons for collusion, bid-rigging, price-fixing, bribery, fraud or other similar behaviours or practices prohibited under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon.

(6) Interference Prohibited

No Bidder may threaten, intimidate, harass, or otherwise interfere with any City employee or public office holder in relation to their procurement duties. No Bidder may likewise threaten, intimidate, harass, or otherwise interfere with an attempt by any other prospective Bidder to bid for a City contract or to perform any contract awarded by the City.

(7) Gifts of Favours Prohibited

No Bidder shall offer gifts, favours or inducements of any kind to City employees or public office holders, or otherwise attempt to influence or interfere with their duties in relation to the RFQ or management of a contract.
(8) Misrepresentations Prohibited

Bidders are prohibited from misrepresenting their relevant experience and qualifications in relation to the RFQ and acknowledge that the City's process of evaluation may include information provided by the Bidder's references as well as records of past performance on previous contracts with the City or other public bodies.

(9) Prohibited Communications

No Bidder, or Affiliated Person, may discuss or communicate either verbally, or in writing, with any employee, public office holder, or the media in relation to any solicitation between the time of the issuance of the RFQ to the award and execution of final form of contract, unless such communication is with the Buyer and is in compliance with Chapter 140, Lobbying of the Municipal Code.

(10) Failure to Honour Bid

Bidders shall honour their Bid, except where they are permitted to withdraw their bid in accordance with the process described in the RFQ. Bidders shall not refuse to enter into a contract or refuse to fully perform the contract once their bid has been accepted by the City.

(11) Bidder Performance

Bidders shall fully perform their contracts with the City and follow any reasonable direction from the City to cure any default. Bidders shall maintain a satisfactory performance rating on their Contracts with the City and other public bodies to be qualified to be awarded similar contracts.

In determining which Quotation provides the best value to the City, consideration may be given to the past performance of any Bidder and their Affiliated Persons that are currently on a City of Toronto Suspended vendor list are not eligible for an award.

(12) Disqualification for Non-Compliance with Supplier Code of Conduct

Bidders shall be required to certify compliance with the Supplier Code of Conduct in the City Policy Compliance Form (Appendix E), with their Bid and verify compliance, upon request from the Buyer, prior to award. Any contravention of the Supplier Code of Conduct by a Bidder, including any failure to disclose potential conflicts of interest or unfair advantages, may be grounds for the Chief Purchasing Official to disqualify a Bidder from the RFQ and suspend the Bidder from future procurements.

11. Failure or Default of Bidder

(1) If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the RFQ, the City may at its option:

a) Consider that the Bidder has submitted a non-compliant Bid, whereupon the City may also rescind any acceptance of the Bid as null and void; or

b) Consider that the Bidder has abandoned any Agreement and require the Bidder to pay the City the difference between its Quotation and any other Quotation which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder’s failure or default. The Bidder shall be ineligible to submit a new Quotation for any Call that the City is required to reissue as a result of the Bidder's failure or default or where the City deems that the Bidder has abandoned the Agreement.
12. Acceptance of Quotations

(1) The City shall not be obliged to accept any Quotation in response to this RFQ.

(2) The City may modify and/or cancel this RFQ prior to accepting any Quotation.

(3) Quotations may be accepted or rejected in total or in part.

(4) The lowest quoted price may not necessarily be accepted by the City.

(5) In determining which Quotation provides the best value to the City, consideration may be given to the past performance of any Bidder. Bidders and their Affiliated Persons that are currently on a City of Toronto suspended vendor list are not eligible for an award.

(6) 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.

(7) The City reserves the right to waive immaterial defects and minor irregularities in any Quotation.

(8) Quotations not completed in non-erasable medium and signed in ink shall be rejected.

(9) The City reserves the right to verify the validity of information submitted in the Quotation and may reject any Quotation where, in the City’s sole estimation, the contents appear to be incorrect, inaccurate or inappropriate.

(10) If the City makes a request to a Bidder for clarification of its Quotation, the Bidder will provide a written response within 48 hours accordingly, unless otherwise indicated, which shall then form part of the Quotation.

(11) The City reserves the right to assess the ability of the Bidder to perform the contract and may reject any Quotation where, in the City’s sole estimation, the personnel and/or resources of the Bidder are insufficient.

(12) The City may reject a Quotation if it determines, in its sole discretion, that the Quotation is materially unbalanced. A Quotation is materially unbalanced when:

   a) it is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and

   b) the City had determined that the Quotation may not result in the lowest overall cost to the City even though it may be the lowest submitted Quotation; or

   c) it is so unbalanced as to be tantamount to allowing an advance payment.

13. Currency

Unless otherwise stated herein, prices quoted are to be in Canadian dollars.

14. Tied Bids

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 bidders are a Diverse Supplier as defined in the Social Procurement Policy to break the tie. If no bidder is a Diverse Supplier then the tie will be broken by way of coin toss or lottery.
15. Mathematical Errors
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.

16. City Confidential Information
(1) City Confidential Information provided by City staff to any Bidder or prospective Bidder in connection with, or arising out of this RFQ, the Deliverables or the acceptance of any Quotation:
   a) is and shall remain the property of the City;
   b) must be treated by Bidders and prospective Bidders as confidential;
   c) must not be used for any purpose other than for replying to this RFQ, and for fulfillment of any related subsequent contract.

17. Ownership and Disclosure of Quotation Documentation
(1) The documentation comprising any Quotation submitted in response to this RFQ, along with all correspondence, documentation and information provided to the City by any Bidder in connection with, or arising out of this RFQ, once received by the City:
   a) shall become a record of the City;
   b) shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), and may be released, pursuant to that Act and other Requirements of Law.

(2) Because of MFIPPA, Bidders should identify in their Quotation any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

(3) Each Bidder’s name and quoted total base price shall be made public.

(4) By submitting a Quotation, the Bidder acknowledges that it will be made available to members of City Council and Committees on a confidential basis and may be released to members of the public pursuant to an access request made under MFIPPA and other Requirements of Law.

18. Intellectual Property Rights
Each Bidder warrants that the information contained in its Quotation does not infringe any third party intellectual property right and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Quotation.

19. Selection of Successful Bidder
The highest ranked Bidder(s), as established under the evaluation of the RFQ that are recommended by the City to enter into a Contract will be so notified by the City in writing, pending any award.

20. Notification to Other Bidders
Once the Successful Bidder is notified of their selection, the other Bidders will be notified by the City in writing of the outcome of the RFQ process.
21. **Debriefing**

Bidders 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 Bidder 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.

22. **No Contract until Execution of Written Agreement**

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

23. **Bid Protest Procedure**

1) **Pre-award bid disputes.**

Bidders should seek a resolution of any pre-award dispute by communicating directly with the City Contact as soon as possible from the time when the basis for the dispute became known to them. The City Contact may delay the outcome of the selection process, or any interim stage of this RFQ process, pending the acknowledgement and resolution of any pre-award dispute. For more information, see the Pre-Award and Post-Award Bid Dispute Process.

2) **Post-award bid disputes.**

Any dispute to the outcome of this RFQ process must be received in writing by the City Contact no later than ten (10) days after the date of the notification of the outcome of the selection process, or where a debriefing has been requested, no later than five (5) days after such debriefing is received. Any dispute that is not timely received or in writing will not receive further consideration.

Any written dispute with a procurement value over $100,000 that cannot be resolved by the City Contact through consultations with the Bidder, shall be referred to the Treasurer or their designate(s) for an impartial review, based on the following information:

A. A specific description of each act or omission alleged to have materially breached the procurement process;
B. A specific identification of the provision in the solicitation or procurement procedure that is alleged to have been breached;
C. A precise statement of the relevant facts;
D. An identification of the issues to be resolved;
E. The Bidder's arguments, including any relevant supporting documentation; and
F. The Bidder's requested remedial action.

The Treasurer or their designate(s), in consultation with the City Solicitor, may:

A. Dismiss the dispute;
B. Accept the dispute and direct the City Contact to take appropriate remedial action, including, but not limited to, rescinding the award and any executed contract, and canceling the solicitation.

For more information, see the Pre-Award and Post-Award Bid Dispute Process.
24. Governing Law and Interpretation

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.
APPENDIX "B" GENERAL CONTRACT TERMS AND CONDITIONS

In addition to any other terms and conditions contained elsewhere in this RFQ, the following terms and conditions shall form part of the Contract between the City and the Vendor and are deemed to be incorporated into and take precedence over the terms of any purchase order(s) issued in connection with this RFQ. The order of precedence shall be:

(i) the RFQ, including any appendices, schedules and Addenda;
(ii) the purchase order; and
(iii) the Quotation;

1. Compliance with Laws

The Vendor will be required to comply, at its sole expense, with all applicable Requirements of Law (including, without limitation, the City's Fair Wage and other policies or by-laws applicable to the City's vendors, the Ontario Fire Code, the Ontario Employment Standards Act, the Ontario Human Rights Code, the Ontario Labour Relations Act, the Workplace Safety and Insurance Act, the Income Tax Act and Occupational Health and Safety requirements) in relation to the provision of any Services, including the obtaining of all necessary permits and licences, and shall submit proof of such compliance to the City, upon request, and the Vendor shall indemnify and save the City harmless from any liability or cost suffered by it as a result of the vendor's failure to comply with this provision.

2. Non-Exclusivity

The awarding of a Contract to a Vendor shall not be a guarantee of exclusivity.

3. Confidentiality

The Vendor shall treat as confidential all information of any kind which comes to the attention of the Vendor in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of the City or otherwise in accordance with MFIPPA or other applicable privacy law. The Vendor may be required to enter into a detailed confidentiality and conflict of interest agreement in a form satisfactory to the City Solicitor.

4. Conflict of Interest

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the City without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the City to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the City may immediately terminate the Contract upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by the City to resolve or manage a Conflict of Interest; or (c) the Vendor’s Conflict of Interest cannot be resolved to the City's reasonable satisfaction.

5. Indemnities

(1) The Vendor shall indemnify and save harmless the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) arising from or related to the Vendor's performance or non-performance of its obligations, including payment obligations to its approved
subcontractors and suppliers and others, and including or breach of any confidentiality obligations under the Contract or infringement, actual or alleged of any Canadian, American or other copyright, moral right, trademark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

(2) Upon assuming the defence of any action covered under this sub-article the Vendor shall keep City of Toronto reasonably informed of the status of the matter, and the Vendor shall make no admission of liability or fault on City of Toronto's part without City of Toronto's written permission.

6.0 Intellectual Property Indemnity

The Vendor shall indemnify and save harmless the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Quotation, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trademark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

7.0 Employment & WSIB Indemnity

Nothing under this Agreement shall render the City responsible for any employment, benefit or termination liability (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation (“WSIA”), whether statutorily required, at common law or otherwise, resulting from Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor. In the event that employment related costs, or other related responsibility falls to the City for any reason whatsoever, the Vendor agrees to indemnify the City for such costs.

8. Insurance

8.1 The successful Vendor agrees to purchase and maintain in force, at its own expense and for the duration of the services, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of services:

a. Commercial General Liability Insurance which has a limit of not less than $10,000,000 for bodily injury and property damage resulting from any one occurrence and which extends to include Broad Form Contractual Liability, Product’s Liability, Contingent/and Employer’s Liability and Non-Owned Automobile Liability. The policy will include a Cross Liability and Severability of Interest Clause of standard wording.

b. Pollution Liability for sudden and accidental occurrence in the amount of $10,000,000.

c. Automobile Liability coverage with a limit of at least $5,000,000 for all motorized vehicles used in the performance of Services;

The above policies shall include the City of Toronto as an additional insured, except for item (c) Automobile Liability coverage.

8.2 At the expiry date of the policy, the Vendor shall provide an original signed Certificate(s) evidencing renewal or replacements to the City, prior to the expiration date of the original policies, without notice or request by the City;
8.3 The above policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the Vendor.

8.4 Further, in no event will such insurance requirements change or increase the Vendor’s liability under this Contract as set forth in the limitation of liability in Appendix B – General Contract Terms and Conditions, Item 20.

9. No Assignment

Neither party shall assign any part of the Contract nor any interest therein without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that either party shall have the right to assign this Contract and its rights and delegate its duties and obligations hereunder, without obtaining the prior written consent of the other, to any entity (a) with which such party merges, (b) to which such party sells a substantial part of its assets or businesses, (c) to which such party sells a substantial part of its assets or business relation to the manufacture, purchase and/or sale of the product, or (d) which is parent or affiliate of such party.

10. Subcontractors

(1) The Vendor shall be solely responsible for the payment of every subcontractor employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under the contract. The Vendor shall coordinate the provision of the Deliverables by its subcontractors in a manner acceptable to the City, and ensure that they comply with all the relevant requirements of the Contract.

(2) The Vendor shall be liable to the City for all costs or damages arising from acts, omissions, negligence or willful misconduct of its subcontractors.

11. Personnel and Performance

(1) The Vendor must make available appropriately skilled workers, consultants or subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery and supplies to fulfill its obligations under the Contract.

(2) The Vendor shall be responsible for its own staff resources and for the staff resources of any subcontractors and third-party service providers.

(3) The Vendor will ensure that its personnel (including those of approved subcontractors), when using any City buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

(4) Personnel assigned by the Vendor to provide the deliverables (including those of approved subcontractors) may also, in the sole discretion of the City, be required to sign confidentiality and conflict of interest agreement(s) satisfactory to the City Solicitor.

12. Independent Contractor

The Vendor and the City agree and acknowledge that the relationship of the City and the Vendor is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Vendor and the City.
11. **Warranties and Covenants**

The Vendor represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that any deliverable resulting from or to be supplied or developed under the Contract will be in accordance with the City’s functional and technical requirements (as set out in the RFQ) and, if applicable, will function or otherwise perform in accordance with such requirements.

12. **Ownership of Intellectual Property and Deliverables**

The City will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Vendor and its subcontractors. All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared by the Vendor in the connection with the provision of the Deliverables under the Contract, whether they be in draft or final format, shall be the property of the City.

13. **Termination Provisions**

(1) The failure of either party to perform its obligations under the Contract shall entitle the other party to terminate the Contract upon ninety (90) days’ prior written notice if a breach which is remediable is not rectified in that time. In the event of such cancellation, the City shall not incur any liability to the Vendor apart from the payment for the Products, material, articles, equipment, work or Services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation.

(2) Failure of the Vendor to perform its obligations under the Contract shall entitle the City to terminate the Contract upon ten (10) calendar days’ written notice to the Vendor if a breach which is remediable is not rectified in that time. In the event of such termination, the City shall not incur any liability to the Vendor apart from the payment for the Deliverables that have been satisfactorily delivered or performed by the Vendor at the time of termination.

(3) All rights and remedies of the City for any breach of the Vendor's obligations under the Contract shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the City under the Contract or otherwise at law.

(4) No delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

14. **Liquidated Damages**

If the vendor at any time fails to supply all goods or services to the City as specified within the Contract, or fails to replace goods or services rejected by the City, then the City shall be permitted to procure such goods or services elsewhere and charge any additional costs incurred by the City to the vendor as liquidated damages, unless otherwise specified, and deduct such amounts from payments due to the vendor or to otherwise collect such costs from the vendor by any other method permitted by law.

15. **Force Majeure**

Neither party shall be liable for its failure to perform hereunder if due to any contingency beyond the reasonable control of the party affected, including but not limited to acts of God, war, fire, extreme weather, flood, accident, labor trouble or shortage, civil disturbance, plant shut down, or voluntary or involuntary compliance with any applicable government regulation or order. Vendor shall not be liable for its failure to perform hereunder if due to any shortage or inability to obtain (on terms deemed economically and commercially practicable by Vendor) any raw material (including energy), equipment or transportation. Any quantities not delivered or accepted because of any such contingency shall be eliminated from the
Contract. The Vendor shall not be obligated to deliver the Product from other than the production or shipping points designated herein and there shall be no obligation to rebuild or repair any damage or destruction to such production or shipping points in order to fulfill this Contract. During any period when Vendor is unable to supply the Contract quantity of the Product, whether caused by the circumstances above or otherwise. Vendor may allocate any available Product amount its customers, including its own subsidiaries, divisions and departments, on such basis as Vendor deems fair and reasonable.

16. Credit

The Vendor may recover for each shipment hereunder as a separate transaction, without reference to any other shipment. If the City fails to pay any invoice in accordance with the terms of this Contract, The Vendor may, at its option, defer further shipments until payment has been made (in which event the Vendor may elect to extend the Contract period for a time equal to that for which shipments were so deferred), or, in addition to any other legal remedy, the Vendor may decline further performance of this Contract. In the event that any amount due hereunder is not paid when due, then in addition to any other remedies afforded to the Vendor hereunder or by operation of law, interest shall accrue on the delinquent amount at the annual maximum rate permitted by the laws of the Province of Ontario. Interest shall accrue from the day following the due date of payment, until all such due and unpaid sums are paid in full with interest. Additionally, in the event that any payment hereunder becomes delinquent, the City agrees to pay any and all costs associated with the collection of such amounts by the Vendor, including but not limited to reasonable attorneys’ fees. If at any time, in the judgment of the Vendor, the financial responsibility of the City is impaired, the Vendor may change the terms of payment and/or require payment as a condition of shipment.

17. Governmental Regulation

Should the Vendor elect to discontinue, curtail or limit the production or sale of Product in consequence of the application of any governmental regulation or order (including but not limited to those relating to environment, ecology, energy, occupational safety and health, toxic substances, Products safety, packaging, sale, use or application, consumer protection or transportation), compliance with which will, in the sole judgment of the Vendor, render the production, marketing or transportation of the Product economically, technically or commercially infeasible, the Vendor may terminate this Contract upon thirty (30) days prior written notice to the City.

18. Claims

The weights, tares and tests fixed by the Vendor’s invoice shall govern unless proven to be incorrect. Claims relating to quantity, quality, weight, condition and loss of or damage to any of the Product sold hereunder shall be waived by the City unless made within thirty (30) days after receipt of Product by the City.

19. Right to Retain Monies

The City shall have the right to retain out of monies payable to the vendor under the Contract the total amount outstanding for time to time of all claims arising out of the default of the vendor of its obligations to the City. This shall include claims pursuant to this or any other contract or cause of action between the vendor and the City which have not been settled between the City and the vendor.

20. Limitation of Liability

The City’s exclusive remedy and the Vendor’s exclusive liability under this Contract or otherwise (including negligence) shall be for damages which shall in no event exceed so much of the purchase price as its applicable to that portion of the particular shipment with respect to which damages are claimed. In no event shall the Vendor be liable to the City for any incidental or consequential damages arising in connection with this Contract or the Product sold hereunder. The City assumes all risks and liability, and Vendor assumes no liability, with respect to unloading and discharge of the Product at the Ashbridges Bay Wastewater Treatment Plant (including failure of discharge or unloading implements or materials used by City, whether
or not supplied by the Vendor), storage, sale and use of the Product (including its use alone or in combination with other substances or in the operation of any process), and the compliance or non-compliance with all federal, state, provincial and local laws and regulations applicable to the Product.

21. Customer Assessment Process

(a) The Vendor is a member of the Canadian Chemical Producers Association and is committed to the safe handling and use of the Products it manufactures.

The Vendor, its employees, and agents shall have the right at any reasonable time to assess and inspect all of the City's locations where Vendor Products are or will be used, handled, processed, stored, recycled, transported, or disposed, and the City shall cooperate fully with the Vendor, its employees, and agents during said assessments and inspections. In the event that the Vendor exercises its right to inspect City's locations, the City shall advise the Vendor, its employees, and agents of all safety rules applicable to the locations, and the Vendor shall require its employees and agents to comply with said safety rules.

(b) The Vendor shall also have the right at any reasonable time to inspect and obtain copies of all documents, records, reports, and other information, including, but not limited to, Product storage and handling practices and procedure, related to the City’s use, handling, processing, storage, recycling, transportation, and disposal of the Vendor Products, and vessels, used to handle, process, store, recycle, transport, or dispose of Vendor Products. Moreover, the Vendor has the right to reject equipment provided by the City that is in the Vendor’s sole judgment unsafe or unfit to load. Product loaded into such equipment will meet warranties provided by this Contract at the time of loading. Should any Product contamination result in whole or in part as a result of use of the City’s equipment, then such warranties will be null and void.

(c) The City shall participate in reviews regarding the proper use, handling, processing, storage, recycling, transportation, and disposal of Vendor Products, and the City shall transmit information regarding the proper use, handling, processing storage, recycling, transportation, and disposal of Vendor Products to the City's downstream customers and users of Vendor Products.

(d) In the event that City fails to comply with any of its obligations under subsection (a), (b), and/or (c) of this Section or in the event that the City fails to meet minimum safety standards identified by the Vendor, the City shall remedy (or, as applicable, commence procedures to cure) such failure to comply within thirty (30) days after its receipt of notice of such noncompliance; provided that during such cure period and upon ten (10) days’ prior written notice to the City. The Vendor shall have the option to withhold delivery of Product until such failure is cured. If the City has failed to remedy such noncompliance within such time period. The Vendor shall have the option to withhold delivery of the Vendor’s Products and/or terminate this Contract upon ninety (90) days’ prior written notice.

22. Non-Waiver

The Vendor’s or City’s waiver of any breach of failure to enforce any of the terms or conditions of this Contract at any time shall not in any way affect, limit or waive such party’s right thereafter to enforce strict compliance with every term and condition hereof.

23. Applicable Law

The City and Vendor agree and acknowledge that this Contract is made and entered into in the Province of Ontario and the parties hereto do hereby consent to the exclusive jurisdiction of the Province of Ontario. Additionally, this Contract shall be governed and construed in accordance with the laws of the Province of Ontario without regard to its conflict of laws provisions.
24. Captions

The titles contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

25. Severability

If any provision of this RFQ shall be prohibited or invalid, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the reminder of such provision and the remaining provisions of this RFQ.

26. Amendment

This Contract is intended as the final expression of the parties’ agreement and is the complete and exclusive statement of the terms thereof. No statement or agreements, oral or written, made prior to or at the signing hereof, shall vary or modify the written terms hereof; and neither party shall claim any amendment, modification or release from any provision hereof by reason of (a) a course of action or mutual agreement unless such agreement is in writing signed by the other party and specifically stating that it is an amendment to this Contract, (b) course of performance, or (c) usage of trade. No modification or addition to this Contract shall be affected by the acknowledgement or acceptance by the Vendor of any purchase order, acknowledgement, release or other forms submitted by the City containing other or different terms or conditions.

27. Occupational Health and Safety

(1) The Vendor 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 thereunder, as amended from time to time (collectively the "OHSA").

(2) 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 Vendor for the Work, either instead of or jointly with the Vendor.

(3) The Vendor 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.

(4) The Vendor acknowledges and represents that:
   a) 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;
   b) The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
   c) The Vendor’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;
   d) The Vendor has in place an occupational health and safety policy in accordance with the OHSA; and
   e) The Vendor 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.

(5) The Vendor 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):
a) 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

b) the occupational health and safety policy.

(6) The Vendor shall immediately advise the General Manager or his designate in the event of any of the following:

a) A critical injury that arises out of Work that is the subject of this agreement;

b) An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Work that is the subject of this agreement;

c) 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.

(7) The Vendor 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 Vendor, 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 Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to the City.

(8) 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 Vendor do work or perform a task that is the subject of this agreement.

28. **Workplace Safety and Insurance Board**

Vendor shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers’ compensation coverage for its employees providing Services under this agreement, whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.

Vendor represents and warrants that it shall be in good standing with the WSIB throughout the term of this agreement. Prior to supplying the Services and prior to receiving payment, the Vendor shall produce a Clearance Certificate issued by the WSIB confirming that the Vendor has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that the City is relieved of financial liability. Thereafter, throughout the period of Services being supplied, a new Clearance Certificate will be obtained from the WSIB by the Vendor and provided to the City every 90 days or upon expiry of the Certificate's validity period whichever comes first.

Vendor shall ensure that any and all persons, including but not limited to volunteers, students, subcontractors and independent contractors, providing services under this agreement, have secured WSIB coverage, whether required statutorily or not, for the term of this agreement.
29. **Accessibility Standards for Customer Service Training Requirements**

The Vendor shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in the City's policy on Accessible Customer Service Requirements for Contractors, Consultants and other Service Providers.

30. **City of Toronto – Invoice/Billing Requirements**

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to the City of Toronto. If billing information is missing from an invoice it **will** result in a payment delay.

It is the Vendor's responsibility to submit accurate invoices for goods/services delivered to the City of Toronto divisions. If an inaccurate invoice (ie: but not limited to, pricing, quantity or services provided) is submitted, the Vendor will be requested to issue a credit note and submit a new invoice. If the invoice in question offered an early payment discount, the re-issue date of the new invoice will be used to calculate the early payment discount terms.

30.1 **Standard Invoices:**

1) Original hardcopy vendor invoices **must be** addressed and sent **DIRECTLY** to:

   City of Toronto  
   Accounting Services Division  
   Corporate Accounts Payable  
   55 John Street  
   14th Floor, Metro Hall  
   Toronto, ON  
   M5V 3C6; or

2). Electronic Invoices

To support an electronic payable environment, the City of Toronto Corporate Accounts Payable unit will accept electronic vendor invoices submitted via email to APinvoice@toronto.ca. Electronic invoices submitted must be in a PDF format with either single or multiple invoice(s) per attachment.

**Note:** **Do not send statements or past due invoices to this email address, only current invoices will be accepted. Do not send hard copy invoices to Corporate Accounts Payable if you have submitted an electronic invoice.** If you have any questions regarding this process, please contact AP Customer Service at 416-397-5235 and follow the prompts.

3) Invoice/s submitted to the City of Toronto must have complete ship to information including:

   I. Name of City Division,
   II. The City Division’s contact name and phone number (the person ordering or picking up the goods and/or services),
   III. Delivery location of goods and/or services (excluding pick-up order),
   IV. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO) must be clearly indicated on the invoice.
V. Complete "Remit To" address is required on all submitted vendor invoices

**A purchasing document number must be provided by City Staff at time of order for goods or services.**

4) City purchases with the use of a credit card/PCard, are NOT to be sent to Corporate Accounts Payable. These invoices are considered paid.

5) Vendors are encouraged to provide packing slips and/or goods receipt confirmations directly to the ordering Division for goods/services delivered.

6) Vendors are to provide backup documentation directly to the ordering Division, not Corporate Accounts Payable.

30.2) **Construction Contracts & Consultant Assignments related to Capital Projects – With a Holdback only.**

Invoices related to an approved capital project with a holdback and managed by a Contract Administrator (CA) must be forwarded to the CA for review and approval. Billing requirement direction will be provided by the contract custodian or city divisional designate prior to the start of the Contract.

1) All invoices must be addressed and sent DIRECTLY to:

   Contract Administrator
   City of Toronto
   Address
   Contact Info: Phone #, E-mail address

Note: Contact Information of respective CA will be provided in writing, prior to the start of the contract.

2) Invoice/s submitted to the City of Toronto Contract Administrator must have complete information including:

   I. Contract/Project Number
   II. Name of City Division and Contract Administrator
   III. Vendor Number
   IV. Vendor Name and address
   V. The City Division’s contact name and phone number (the person ordering or picking up the goods and/or services),
   VI. Description of work/ Project Name
   VII. Location of work
   VIII. Bill through Dates(Work Done): from and to
   IX. Invoice Date
   X. Sub-total Amount: Excluding all taxes
   XI. Total Invoice Amount; Including all taxes

Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO), must be clearly indicated on the invoice. (*This purchasing number should be provided by City staff at the time of order*)
APPENDIX “C” PRICE FORM

UNIT PRICES QUOTED SHALL INCLUDE NON-EXCLUSIVE SUPPLY AND DELIVERY OF LIQUID CHLORINE IN RAILWAY TANK CARS FOR THE CITY OF TORONTO’S WATER DIVISION, EXCLUDING HARMONIZED SALES TAX (HST)

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.

TABLE 1 – LIQUID CHLORINE IN RAILWAY TANK CARS
(For the periods from October 1, 2018 to December 31, 2021)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PRODUCT NAME</th>
<th>PRODUCT CODE</th>
<th>ESTIMATED QUANTITY (METRIC TUNNES)</th>
<th>UNIT PRICE ($/metric tonne)</th>
<th>EXTENDED PRICE (QTY X UNIT PRICE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Liquid Chlorine in Railway Tank Cars October 1, 2018 to December 31, 2019</td>
<td>__________</td>
<td>400</td>
<td>$________/metric tonne</td>
<td>$___________________</td>
</tr>
<tr>
<td>B.</td>
<td>Liquid Chlorine in Railway Tank Cars January 1 – December 31, 2020</td>
<td>__________</td>
<td>300</td>
<td>$________/metric tonne</td>
<td>$___________________</td>
</tr>
<tr>
<td>C.</td>
<td>Liquid Chlorine in Railway Tank Cars January 1 – December 31, 2021</td>
<td>__________</td>
<td>300</td>
<td>$________/metric tonne</td>
<td>$___________________</td>
</tr>
<tr>
<td>D.</td>
<td>TOTAL BID PRICE (A + B + C) (OCTOBER 1, 2018 – DECEMBER 31, 2021)</td>
<td></td>
<td></td>
<td></td>
<td>$___________________</td>
</tr>
</tbody>
</table>

E. Demurrage
Number of free days annually:
State the cost, per day, after the total number of free days has been exhausted:
__________________________
305 Days
$___________________

F. Urgent Delivery
State total additional cost per each urgent delivery:
__________________________
Specify the minimum notice time period for urgent deliveries.
_______ days(s)

Quantities and frequencies of deliveries are contingent on dosing equipment availability and/or rail line accessibility.
APPENDIX “D” – SUPPLEMENTARY FORMS

1) Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

2) Statutory Declaration (Occupational Health & Safety)
Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

Declaration:
I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/we acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Name of Vendor or Name of Grant Applicant (Organization or Individual):

Complete Address: __________________________ Email __________________________
Tel. No. __________________________ Fax No. __________________________
Postal Code: __________________________

Name of Signing Officer or Name of Applicant (Name – please print): Position __________________________

Signature: __________________________ Date: __________________________

Authorized Signing Officer or Individual

Multilingual Services: 311 and TTY 416-338-0889. Further information: www.toronto.ca/diversity.ca
STATUTORY DECLARATION
(Occupational Health & Safety)

PROVINCE OF ONTARIO
JUDICIAL DISTRICT OF YORK

IN THE MATTER OF RFQ NO. ____________________________ AND ANY ENSUING CONTRACT BETWEEN

_______________________________________________ (Company Name)

- AND -

City of Toronto

I, ______________________________ of the City/Town/Village of __________________________ in the Province of _____________________________, do solemnly declare the following:

1. I am the ___________________________ of the ____________________________ and as such have knowledge of the matters herein stated.

2. _______________________________ is a sole proprietorship/partnership/corporation with its head office located at ____________________________ and has carried on business as a ____________________________________ since on or about ____________________________.

3. _______________________________ since __________________________ had in place a Health and Safety Policy under Section 25(2) (j) of the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 as amended, (the “Act”) and has/have developed and maintain(s) on an annual basis a program to implement the written Occupational Health and Safety Policy. A copy of the policy and program for __________________________ (Insert Company Name) will be delivered to the

City of Toronto upon request by the City and will be available for inspection at the City of Toronto, solely for the purposes of
the above noted Contract.

4. ____________________________ since__________________ had in place a Workplace Violence and a Workplace Harassment Policy under Section 32.0.1(1) of the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 as amended, (the “Act”) and has/have developed and maintain(s) on an annual basis a program to implement the written Workplace Violence and Workplace Harassment Policy. A copy of the policy and program for __________________________ (Insert Company Name) will be delivered to the City of Toronto upon request by the City and will be available for inspection at the City of Toronto, solely for the purposes of the above noted Contract.

5. ____________________________ (Insert Company Name) will employ for the Work under this Contract a supervisor or supervisors who are competent persons as defined by section 1(1) of the Act, and specifically a person or persons who:

(a) are qualified because of knowledge, training and experience to organize the Work and its performance;

(b) are familiar with the Act and the regulations made thereunder that apply to the Work; and

(c) have knowledge of any potential or actual danger to health and safety associated with the Work.

6. ____________________________ (Insert Company Name) will employ for the purpose of this project the following competent supervisors:

________________________________

(Insert name of supervisors)

No supervisors other than those named shall work on this Contract.

7. The supervisors employed by ____________________________ (Insert Company Name) has successfully completed the necessary health and safety courses to be considered a competent person to undertake the Work described in the Contract.

AND I/We make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of “The Canada Evidence Act”.

DECLARED BEFORE ME AT THE
OF
IN THE
THIS DAY OF 20___.

A Commissioner etc.
POLICIES

The Bidder has read, understood and agrees to comply with the terms and conditions contained in this RFQ and the City’s Policies and Legislation set out on the City of Toronto website at: http://www.toronto.ca/purchasing/policies

DECLARATION OF COMPLIANCE WITH THE CITY'S SUPPLIER CODE OF CONDUCT

By signing this form, the Bidder acknowledges that it has read and understands its obligations under the Supplier Code of Conduct and further certifies that the Bidder, and any of its proposed subcontractors, will provide the services in compliance with the Supplier Code of Conduct.

Refer to the Supplier Code of Conduct in Article 13 of Chapter 195, Purchasing, of the Toronto Municipal Code.

PROHIBITION AGAINST COLLUSION AND UNETHICAL BIDDING

If the box below is left blank, the Bidder will be deemed to declare that it had no affiliation or other relationships with other Bidders that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships. If the Bidder declares an affiliation or other relationship with other Bidders that might be seen to compromise the principle of fair competition, the Bidder must set out the details below:

Refer to the Supplier Code of Conduct mentioned above.
PROHIBITION AGAINST ILLEGALITY

If the box below is left blank, the Bidder will be deemed to declare that it has no previous convictions of itself or affiliated persons for collusion, bid-rigging, price-fixing, bribery, fraud, or other similar behaviors or practices prohibited under the Criminal Code, the Competition Act, or other applicable law, for which the Bidder has not received a pardon.
If the Bidder declares that it has previous convictions of itself or affiliated persons, the Bidder must set out the details below:

Refer to the Supplier Code of Conduct mentioned above.

CONFLICTS OF INTEREST OR UNFAIR ADVANTAGE

For the purposes of this section, the term “Conflict of Interest” means

(a) in relation to the procurement process, the Bidder has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other Bidders, (ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Bidder’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Potential Conflicts of Interest or unfair advantage include, but are not limited to:

(1) Engaging current or former City employees or public office holders to take any part in the preparation of the proposal or the performance of the contract if awarded, any time within two (2) years of such persons having left the employ or public office of the City:
(2) Engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the procurement process or performance of the contract, if awarded;
(3) Prior involvement by the supplier or affiliated persons in developing the technical specifications or other evaluation criteria for the solicitation;
(4) Prior access to confidential City information by the supplier, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Bidders; or
(5) The Bidder or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the City in relation to a previous contract.

If the box below is left blank, the Bidder will be deemed to declare that (a) there was no Conflict of Interest in connection with preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFSQ process.

The Bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the procurement.

If the Bidder declares an actual or potential Conflict of Interest, the Bidder must set out the details below:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; AND (b) were employees of the City and have ceased that employment within twenty four (24) months prior to the Submission Deadline:

<table>
<thead>
<tr>
<th>Name of Individual:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Classification:</td>
<td></td>
</tr>
<tr>
<td>Department:</td>
<td></td>
</tr>
<tr>
<td>Last Date of Employment with the City:</td>
<td></td>
</tr>
<tr>
<td>Name of Last Supervisor:</td>
<td></td>
</tr>
<tr>
<td>Brief Description of Individual’s Job Functions:</td>
<td></td>
</tr>
<tr>
<td>Brief Description of Nature of Individual’s Participation in the Preparation of the Proposal:</td>
<td></td>
</tr>
</tbody>
</table>

(Repeat above for each identified individual. Bidders may include this information on a separate sheet if more space is required)

The Bidder agrees that, upon request, the Bidder shall provide the City with additional information from each individual identified above in a form prescribed by the City.
PURCHASE OF PRODUCTS MANUFACTURED IN FACTORIES WHERE CHILDREN ARE USED AS SLAVE LABOUR OR OTHER EXPLOITIVE CIRCUMSTANCES WHICH IMPEDES CHILD DEVELOPMENT (if applicable)

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.

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.

Bidders must state where the products offered have been made: _______________________
(Specify)

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: _______________________
(Specify)

This policy will be considered in the evaluation of all Bids received.

ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT (if applicable)

For a copy of the City of Toronto Environmentally Responsible Procurement Policy, please download a copy of the Policy at http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf

State if environmentally preferred products/service is being offered: YES______ NO______

State briefly the environmental benefit of the product/service offered:
____________________________________________________________________________________

ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES STANDARDS

The Bidder acknowledges that it shall deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with
Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities. Bidders are also required to comply with the City’s accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables. The accessible customer service training requirements which are applicable to the Deliverables may be reviewed at: https://www.ontario.ca/laws/regulation/110191

DISCLOSURE OF BID INFORMATION

The Bidder hereby agrees that any information provided in this Bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this Bid by the City to the City’s advisers retained for the purpose of evaluating or participating in the evaluation of this Bid.

The Bidder shall provide the City with ongoing disclosure, should the Bidder be awarded a contract and any of the information or representations provided in this form no longer be accurate.

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

I have authority to bind the Bidder and attest to the accuracy of the information provided in this Bid

THIS FORM IS A MANDATORY SUBMISSION REQUIREMENT
APPENDIX “E1” – APPLICABLE CITY POLICIES

For a copy of the City of Toronto Procurement Policies, please download a copy of the Policy by clicking any of the links as provided below or by visiting the following website (www.toronto.ca/purchasing/policies):

(1) **FAIR WAGE POLICY***
*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)
FW R (10/07)

The policy and schedules are available on the Fair Wage Office website – [www.toronto.ca/fairwage](http://www.toronto.ca/fairwage)

**LABOUR TRADES CONTRACTUAL OBLIGATIONS IN THE CONSTRUCTION INDUSTRY***
Labour Trades Contractual Obligations – (extracted from Schedule B of the City of Toronto Municipal Code, Chapter 67)

(2) **ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING REQUIREMENTS POLICY**

(3) **POLICY TO EXCLUDE BIDS FROM EXTERNAL PARTIES INVOLVED IN THE PREPARATION OR DEVELOPMENT OF A SPECIFIC CALL/REQUEST**

(4) **ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT**

(5) **POLICY ON DONATIONS TO THE CITY FOR COMMUNITY BENEFITS**

(6) **RIGHT TO REJECT DEBTORS AND SET OFF POLICY**
APPENDIX “E2” – FAIR WAGE SCHEDULE

Please review a copy of the Fair Wage Schedule applicable to this Call. The Fair Wage Schedules can be found at the following website:

http://www.toronto.ca/fairwage

In the event that other Fair Wage Schedules may overlap the work covered by this Contract or if you have any questions with respect to the Fair Wage Policy or the Fair Wage Schedules please contact the Fair Wage Office by:

- Tel: (416) 392-7300
- Fax:(416) 392-0801
- E-Mail: fairwage@toronto.ca
NOTICE OF "NO BID"

RFQ#: 6606-18-7203
CLOSING DEADLINE: September 28, 2018

IMPORTANT - PLEASE READ THIS

It is important to the City to receive a reply from all Bidders. There is no obligation to submit a Bid; however, should you choose not to bid, completion of this form will assist the City in determining the type of goods or services you are interested in bidding on in the future in order to ascertain a better understanding of why a Quotation was not provided to the City to consider.

INSTRUCTIONS:
If you are unable, or do not wish to quote on this RFQ, please complete the following portions of this form. State your reason for not bidding by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other quotation documents. Return the completed form by email or fax to the Official Point of Contact prior to the Closing Deadline.

Company Name: 
Address: 
Signature of Company Representative: 
Position: 
Date: 
Telephone:

1. We do not manufacture/supply this commodity
2. Unable to quote competitively
3. Quantity/job too large
4. Cannot meet delivery/completion requirements
5. Agreements with distributors/dealers do not permit us to sell direct
6. We do not manufacture/supply to this specification
7. Cannot handle due to present plant loading
8. Quantity/job too small
9. Licensing restrictions
10. Conditions too restrictive

Do you wish to quote on these goods/services in the future? Yes No

Please take the opportunity to tell us how we can improve upon this call: