

July 19, 2019

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**ADDENDUM No. 3
REQUEST FOR QUOTATION No. 4306-19-5036
REVISED CLOSING: 12:00 NOON (LOCAL TIME), July 23, 2019**

For: the non-exclusive supply of all labour, equipment and material necessary to provide a Refrigeration Service programme, to maintain existing indoor/outdoor ice-making refrigeration equipment

Please refer to the above Request for Quotations (RFQ) document in your possession and be advised of the following:

I. Revisions:

1. Closing date has been revised from July 22, 2019 to July 23, 2019.

2. Add Section 6.5.4 to read the following:

The Bid Security of the successful bidder will be returned by the Purchasing and Materials Management Division upon expiry of the contract and not before provided all required work has been completed to the satisfaction of the divisional representative.

The Bid Security of the unsuccessful bidders will be returned by the Purchasing and Materials Management Division following the awarding of the contract and not before.

Original copies only of Letters of Credit are acceptable. Quotations submitted with faxed copies of Letters of Credit are not acceptable and will be declared non-compliant.

3. Replace the Bid Bond form in Appendix "D" (pages 48 to 49 of 57 in the RFQ document) with the attached revised bid bond form (2 pages).

II. Question and Answer:

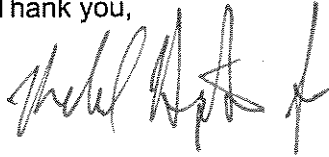
Q1. There is a conflict with the language between what is required for final bonds in the tender document, and the language on the forms that we are required to use once the job is awarded. The recent legislation changes asks for the use of Forms 32 and 31 when the contract value is \$500K or greater and these forms specify a performance bond AND labour and material payment bond, however, the specs in the tender are asking only for a renewable performance bond.

A1. Bidders must comply with the RFQ as written. Refer to Section 16.0 Performance Security.

Should you have any questions regarding this addendum contact Alma Salcedo by email at alma.salcedo@toronto.ca.

Please attach this addendum to your RFQ document and be governed accordingly. Bidders must acknowledge receipt of all addenda on the space provided on the Tender Call Cover Page as per Appendix "A" – Request for Quotations Process Terms and Conditions, Item 3 - Addenda of the RFQ document. All other aspects of the RFQ remain the same.

Thank you,

A handwritten signature in black ink, appearing to read 'Sabrina Dipietro', with a stylized flourish at the end.

Sabrina Dipietro
Manager, Professional Services
Purchasing and Materials Management Division



RFQ 4306-19-5036

BID BOND

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS that we

herein called the "Principal"

- and -

herein called the "Surety"

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

10% of the total bid price

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

SEALED with our several and respective seals.

DATED this _____ day of _____ 20____

WHEREAS the said Principal is herewith submitting to the City its Submission for

RFQ # 4306-19-5036

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

NOW the condition of this obligation is such that if, on acceptance of the RFQ of the aforesaid Principal in accordance with the terms and conditions of said RFQ within 90 days from the Closing Deadline of the RFQ, the said Principal shall, within the time required, enter into a formal contract and give good and sufficient bond required by the said RFQ to secure

- (i) the performance of the terms and conditions of the contract

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

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

SEALED AND DELIVERED) _____
in the presence of) _____
) _____
) Principal
) _____
) _____
) _____
) Surety