

Please firmly affix this address label to the envelope containing your submission.

Note:

The front of your envelope must indicate ALL of the information shown on the below label.

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

If you have any questions feel free to contact the Corporate Buyer referred to on the Request for Quotation form.

Return Label

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Firm Name

Request for Quotation No. 6606-13-7179

Closing Date: 12:00 O'Clock Noon, October 28, 2013

**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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ARTICLE 1: REQUEST FOR QUOTATIONS PROCESS TERMS AND CONDITIONS

1. Bidder's Responsibility

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 become familiar and 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://www.toronto.ca/calldocuments/policy.htm>

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. Questions

All questions concerning this RFQ should be directed in writing to the Buyer as designated on the RFQ Form and in "Contact" Section of the RFQ.

No other City representative, whether an official, agent or employee, is 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.

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.

3. Addenda

The City reserves the right to revise this RFQ up to the Closing Deadline. Any such revisions will be made by way of addenda. Firms that paid for the RFQ document on the City's website will be notified electronically when any addenda has been issued. It is the firms responsibility to download the addendum from the City's website.

All Bidders must acknowledge receipt of all Addenda on the Quotation Request Form.

4. Exception Clause

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 City in writing not later than three (3) 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 "contact" person 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 documents.

6. Incurred Costs

The City will not be liable for, nor reimburse, any potential Bidder or Bidders, as the case may be, for costs incurred in the preparation and submission of any Quotation.

The rejection or non-acceptance of any or all Quotations shall not render the City liable for any costs or damages to any Bidder that submits a Quotation.

7. Post-Submission Adjustments and Withdrawal of Quotations

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

A Bidder may withdraw its Quotation prior to the Deadline any time by notifying the Buyer designated in this RFQ in writing.

A Bidder who has withdrawn a Quotation may submit a new Quotation, but only in accordance with the terms of this RFQ.

After the Deadline each submitted Quotation shall be irrevocable and binding on Bidders until the time of contract award.

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.

If the City makes a request to a Bidder for samples in relation to its Quotation, the Bidder will provide the sample to the requested location within 10 days

accordingly, unless otherwise indicated, which shall then form part of the Quotation.

8. No Collusion

No Bidder may discuss or communicate about, directly or indirectly, the preparation or content of its Quotation with any other Bidder or the agent or representative of any other Bidder or prospective Bidder. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Quotation or terminate any ensuing contract.

9. Prohibition against Gratuities

No Bidder and no employee, agent or representative of the Bidder, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this RFQ, whether for the purpose of securing a contract or seeking favourable treatment in respect to the award or amendment of the contract or influencing the performance of the contract, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of a contract or for performance of the City's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to a Bidder, the City may exclude its Quotation from consideration, or if a contract has already been entered into, may terminate it without incurring any liability.

10. Acceptance of Quotations

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

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

Quotations may be accepted or rejected in total or in part.

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

In determining which Quotation provides the best value to the City, consideration may be given to the past performance of any Bidder.

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.

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

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

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.

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.

The City may reject a bid if it determines, in its sole discretion, that the bid is materially unbalanced.

A bid is materially unbalanced when:

(1) 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

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

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

11. Currency

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

12. Tied Bids

In the event that the City receives two or more Quotations identical in price, the City reserves the right to select one of the tied Quotations by way of a coin toss (in the case of two identical bids), or lottery (in the case of more than two identical bids).

13. 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 bid price quoted.

14. Conflicts of Interest

In its Quotation, the Bidder must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Quotation.

The Bidder must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Bidder and the nature of that interest. If such an interest exists or arises prior to the award on any contract, the City may, at its

discretion, refuse to consider the Quotation or withhold the awarding of any contract to the Bidder until the matter is resolved to the City's sole satisfaction.

Bidders are cautioned that the acceptance of their Quotation may preclude them from participating as a Bidder in subsequent projects where a conflict of interest may arise. The successful Bidder for this project may participate in subsequent/other City projects provided the successful Bidder has satisfied pre-qualification requirements of the City, if any, and in the opinion of the City, no conflict of interest would adversely affect the performance and successful completion of an agreement by the successful Bidder.

15. Ownership and Confidentiality of City-Provided Data

All correspondence, documentation and information provided by City staff to any Bidder or prospective Bidder in connection with, or arising out of this RFQ, the Services 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 agreement.

16. Ownership and Disclosure of Quotation Documentation

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 the property of the City and may be appended to purchase order issued to the successful Bidder;
- b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.

Because of MFIPPA, prospective Bidders are advised to identify in their Quotation material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Bidder's name and quoted price shall be made public. Quotations will be made available to members of City Council on a confidential basis and may be released to members of the public pursuant to MFIPPA.

17. Intellectual Property Rights

Each Bidder warrants that the information contained in its Quotation does not infringe any intellectual property right of any third party 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.

18. Failure or Default of Bidder

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:

- a) disqualify the Bidder from the RFQ and/or from competing for future tenders or RFQ issued by the City for a period of one year; and
- b) 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.

19. Governing Law

This RFQ and any Quotation submitted in response to it and the process contemplated by this RFQ shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFQ or this RFQ process will be determined by a court of competent jurisdiction in the Province of Ontario.

20. Quasi-Criminal/Criminal Activity of a Bidder:

The City may reject a Bid or Bidder if the City:

- a) confirms that the Bidder or any individual that owns, directs, or controls the Bidder has been charged with or convicted of an offence under the Criminal Code, an offence as defined in the Provincial Offences Act, or an offence pursuant to similar laws outside of Ontario;
- b) determines that this charge or conviction is material to the given procurement; and
- c) determines that, in light of this charge or conviction, awarding the that Bidder could compromise the delivery of the goods or services or would otherwise undermine the business reputation of the City of the public's confidence in the integrity of the call process.

ARTICLE 2 – GENERAL CONTRACT TERMS AND CONDITIONS

In addition to any other terms and conditions contained elsewhere in this RFQ, the following terms and conditions form part of any contract(s) entered into between the City and any successful Bidder(s) (the "Vendor") and are deemed to be incorporated into any purchase order(s) or blanket contract order(s) issued in connection with this RFQ.

1. Compliance with Laws

The Vendor shall comply with all federal, provincial and municipal laws and regulations in providing the Products and Services including, without limitation, the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act, 1997*, or any successor legislation, as applicable.

2. Confidentiality

Subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") or as required by law, either party shall treat as confidential all information of any kind which comes to the attention of such party in the course of providing the Products and Services and shall not disseminate such information for any reason without the express written permission of the other party.

3. 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.

4. Sub-contractors

The Vendor shall be solely responsible for the payment of every sub-contractor 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 Products and Services by its sub-contractors.

5. Personnel and Performance

The Vendor will use its best efforts to ensure that its personnel (including those of approved sub-contractors), 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.

Personnel assigned by the Vendor to provide the Products and Services (including those of approved subcontractors) may, in the sole discretion of the City, be required to sign non-disclosure agreement(s) satisfactory to the City.

6. Independent Contractor

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.

7. Warranties and Covenants

The Vendor warrants that (a) the Product is of the quality set forth in of the RFQ, and (b) the title conveyed is good and the Product is free from any lawful security interest, lien or encumbrance. The Vendor makes no further representations or warranties, express or implied. The Vendor expressly disclaims to the extent possible under applicable law the implied warranties and conditions of fitness for a particular purpose, merchantability or otherwise. The City assumes all risk of patent infringement by reason of any use the City makes of the Product in combination with other material or in the operation of any process.

8. Termination Provisions

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.

9. Occupational Health and Safety

- a) 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").
- b) 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.

10. Workplace Safety and Insurance Board

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

11. 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.

12. 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, accident, labor trouble or shortage, civil disturbance, plant shut down, equipment failure, 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 remainder of such provision and the remaining provisions of this RFQ.

22. 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.

Viewing Copy Only
DO NOT SUBMIT

| | | | | |
|-----------|------------------------------|---------|------------------|--|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON October 28, 2013 |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | |
| CLIENT: | Toronto Water | | | |

1.0 INTRODUCTION

Quotations are invited for the supply and delivery of **Liquid chlorine in Railway Tank Cars** for the City of Toronto, Ashbridges Bay Wastewater Treatment Plant from January 1, 2014 to December 31, 2015 with the option to renew for two (2) additional one (1) year periods, exercised at the sole discretion of the City, 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 Schedule "A" - Price Form, and the City of Toronto Fair Wage Policy and Labour Trades Contractual Obligations in the Construction Industry.

Grand Total \$ _____
(Copied from Table 1 of Schedule "A" - Price Form)

2.0 SCOPE OF WORK

- 2.1 The scope of this Request for Quotation ("RFQ") includes the supply and delivery of Liquid Chlorine in Railway Tank Cars to the City of Toronto, Toronto Water, at the Plant on an as and when required basis for the duration of the Contract.
- 2.2 The railway tank car capacity shall be 90 tonnes.
- 2.3 The Liquid Chlorine shall be designed for use in disinfection of effluent from the wastewater treatment process.

3.0 CITY CONTACTS

- 3.1 Should Bidders have any questions about any aspect of this RFQ, they should direct their inquiries in writing by e-mail, to the attention of:

Vicki McNamara, Corporate Buyer
Purchasing & Materials Management Division
Tel: 416-397-5190
Fax: 416-397-7779
E-mail: vmcnama@toronto.ca

- 3.2 **Bidders are required to submit written questions and specification concerns to the Buyer specified in Section 3.1, no later than three (3) Business Days prior to the Closing Deadline.** Addenda may be issued as a result of questions and comments received prior to the Deadline for written questions at the sole discretion of the City. Questions received after the Deadline for written questions may not be addressed.
- 3.3 If the City does not amend the RFQ by way of addendum then the requirements of the RFQ remain unchanged. Additional terms or exceptions submitted with the Quotation will not be considered and will render the Quotation non-compliant.

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

4.0 DEFINITIONS

4.1 In this RFQ, unless inconsistent with the subject matter or context:

"Bid" means an offer submitted by a Bidder in response to a Request for Quotation Call, which includes all of the documentation necessary to satisfy the submission requirements of the Request for Quotation Call and "Bids" shall have a corresponding meaning;

"Bidder" means any legal entity, being a person, partnership or firm that submits a Bid in response to a formal Request for Quotation Call and "Bidders" shall have a corresponding meaning.

"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" means the main contact person at the City for all matters related to the Request for Quotation Call process, as set out on the Request for Quotation Call Cover Page;

"City" means the City of Toronto;

"Closing Deadline" or "Deadline" means the date, indicated on the Quotation Request Form as the closing date or any addenda issued by the City, as applicable, when Bidders must submit their Quotation;

"Contract" means the Blanket Contract issued to the Successful Bidder together with; any Contract release orders; the RFQ; any schedules thereto and addenda thereto; and the response to the RFQ by the Successful Bidder. Without limiting the foregoing, such Blanket Contract shall incorporate or be deemed to incorporate all of the Provisions of the RFQ and the City's Procurement Policies. The Contract forms the entire agreement between the Successful Bidder and the City. In the event of conflict or inconsistency between the provisions set out in the RFQ and the Blanket Contract or a conflict or inconsistency between the provisions set out in the RFQ and the Quotation Request Form, the RFQ shall prevail in both circumstances;

"Council" means City Council;

"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.

"must", "shall" and "will" used in this RFQ denote imperative (mandatory), meaning bids not satisfying imperative (mandatory) requirements will be deemed to be non compliant and will not be considered for Contract award.

"may" and "should" used in this RFQ denote permissive (not mandatory).

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

"Products" and/or "Product" means Liquid Chlorine and related deliverables to be provided by the Successful Bidder as described in the RFQ;

"Quotation" means the Bidder's completed response to this RFQ;

"RFQ" means this Request for Quotation;

"Services" and/or "Service" means all Services to be provided by the Successful Bidder as described in this RFQ;

"Successful Bidder" means the Bidder, which has been awarded the Contract by the City for the Products and/or Services to be provided under this RFQ in accordance with its provisions;

"Term" means from the date of award of the Contract until the completion of the Contract including any renewal options exercised by the City.

"Vendor" means the Successful Bidder.

"Work" means all Products, Services and deliverables to be provided by the Successful Bidder as described in this RFQ.

5.0 RESPONSE REQUIREMENTS

5.1 Bidders must submit one (1) original 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.

5.2 Bidders should complete the Appendix 1 titled "*Mandatory Submission Requirements Checklist*" contained in this RFQ. This checklist lists items that must be submitted at time of bid submission or your bid will be rejected and will not be evaluated further.

5.3 Bidders are requested to submit with the Bid, the following information:

- a) Specification of Chlorine that is being proposed for the supply as per sections 8.1 and 8.2 below;
- b) Typical laboratory analysis as per section 8.3;
- c) Information on the manufacturing process and source of supply on the Product being offered as per section 8.4;
- d) Information on Canadian stock for urgent delivery as per section 10.2;
- e) Material Safety Data Sheet (MSDS);
- f) Synopsis of Emergency Assistance as per section 15.1;
- f) 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

QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

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

Bidders that do not include the above 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.

- 5.4 Prior to the commencement of the Successful Bidder's Services, the Successful Bidder must complete and submit the attached "Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy" form as indicated.

6.0 QUANTITY

- 6.1 Quantities provided are estimates only and should not be interpreted as indicating a minimum or maximum order quantity. The quantities shall be used as a basis for comparison upon which the award of the Quotation will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the City whether decreased or increased. Additional quantities may be required after award at the same prices, terms, and conditions.
- 6.2 Subject to section 14.1, the City shall purchase 100% of its requirements for Liquid Chlorine from the Vendor. The estimated annual requirement for Liquid Chlorine is 567 tonnes, which shall not be exceeded in any calendar year without Vendor's prior written consent and subject to the following condition:

The quantity shipped in any Contract month may be limited by the Vendor to either (a) the monthly quantity herein specified, or, if no monthly quantity is specified, the pro-rata portion of the maximum quantity herein specified, or (b) the average of the monthly quantities purchased by the City for the preceding two Contract months, the Vendor shall not be obligated to deliver in any subsequent month any quantity not shipped as a result of any such limitation.

7.0 AWARD

- 7.1 It is the intent of the City to award a Contract to one Bidder based on the Bidder meeting specifications and providing the lowest grand total cost for the initial two (2) year period (January 14, 2014 to December 31, 2015) as shown in Table 1 of Schedule "A" – Price Form.
- 7.2 The decision to renew the Contract for the option year(s) will be at the sole discretion of the City. Included in the decision to accept option year(s) of the Contract is a market analysis, conducted by the City for the Products/Services included herein, at the time the option is being considered, comparing the Bidder's change in price for the option year(s) to current market/industry conditions. The City shall be under no obligation to exercise any optional period. Pricing submitted for optional periods will not be used in the evaluation of the RFQ. Bidders are advised that optional pricing will only be considered in the event the Successful Bidder for the initial Term of the Contract (January 1, 2014 to December 31, 2015) provides the lowest pricing for any/all optional period(s).

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

7.3 Upon award the City will confirm with the Successful Bidder, the Products or Services to be delivered, date(s) and any other instructions relating to the Product or Service being provided.

7.4 The provision of Products and/or Services shall not commence until a signed Contract for the Products and/or Services is issued by the City and a Contract Release Order (CRO) has been issued.

8.0 SPECIFICATIONS/QUALITY

8.1 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 a deleterious or injurious effect upon the health of those consuming water which has been treated with chlorine. Additionally, the Liquid Chlorine shall not contain any substances that may have a negative impact on the City's Plant chemical feed equipment.

8.2 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.

8.3 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.

8.4 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.



QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

9.0 SUBSTITUTIONS

9.1 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.

10.0 CANADIAN STOCK

10.1 The Vendor shall be prepared to deliver each shipment of Liquid Chlorine within a five-day period following receipt of delivery instructions. Occasionally, an urgent need may arise for faster delivery in less than five days. The Bidder is required to state in Table 1 of Schedule "A" – Price Form any additional charges and the minimum notice time required which may apply to such urgent delivery requests.

10.2 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.

11.0 RAILWAY TANK CAR CONDITIONS

11.1 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.

11.2 Liquid Chlorine railway tank cars will be visually inspected 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.

11.3 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.

11.4 Notwithstanding the foregoing, this Section 11.0 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 Article 2 – General Contract Terms and Conditions, Item 16.

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

12.0 RAILWAY TANK CAR CONNECTIONS

12.1 Railway tank car valves shall conform to Chlorine Institute Standard Valves. Notwithstanding the foregoing, this Section 12.0 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 Article 2 – General Contract Terms and Conditions, Item 16.

13.0 RESPONSIBILITY

13.1 The Vendor shall be responsible for any spills and clean-up 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 Article 2 – General Contract Terms and Conditions, Item 16.

13.2 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 11.0 and 12.0.

14.0 RELIABILITY OF SUPPLY

14.1 The City 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 Article 2 – General Contract Terms and Conditions, Item 16.

14.2 In the event a new Contract is not awarded by the end of the Contract Term, the Vendor may be required to supply Liquid Chlorine in railway tank cars at the same prices, terms and conditions up to additional 90 days until a new Contract is awarded.

15.0 EMERGENCY ASSISTANCE

15.1 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.

16.0 DELIVERY

16.1 The Successful Bidder shall supply three (3) copies of valid and up to date MSDSs to the Plant with the first shipment.

16.2 The Vendor shall ship each rail car of Liquid Chlorine within five (5) business days following receipt of ordering instructions.

QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

- 16.3 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.
- 16.4 Documentation accompanying each delivery shall include a listing by serial number of all tank cars delivered as well as tank cars accepted for return.
- 16.5 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 Article 2 – General Contract Terms and Condition, Item 16.
- 16.6 The Vendor shall fax to the City a confirmation of all orders accepted including quantity and delivery date. Any changes to quantities and/or schedules must have prior approval from the City.
- 16.7 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.

16.8 Certification of Delivered Weight

Each railway tank car delivery shall be accompanied by a certified scale printed weigh slip showing the following data:

- Gross, net and tare weights of Railway Tank Car in kilograms, before and after unloading.
- Date and time of weighing of both gross and tare weights.
- Identification of Railway Tank Car for which the tare weight is given.

17.0 TRANSPORTATION AND DEMURRAGE

- 17.1 Demurrage charges resulting from delays due to break down of the Vendor's equipment will not be accepted by the City and will not be paid by the City.
- 17.2 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.
- 17.3 Demurrage charges for unloading periods in excess of free days will be considered for payment. The Vendor shall provide the City with 305 free days for each year of the Contract (including any optional period exercised by the City).
- 17.4 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 "A" – Price Form until the City officially releases the car. Railcars of Liquid Chlorine shipped under this Contract are to be unloaded at the Plant.

QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

18.0 TITLE

18.1 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.

19.0 VENDOR –PLANT MEETING

19.1 After award of the Contract, the Vendor shall meet with representatives of the Plant to discuss details of ordering, shipping, receiving, unloading and safety, as well as to establish technical and business agent contacts.

20.0 INSURANCE

20.1 The Successful Bidder agrees to purchase and maintain in force, at its own cost and expense, (including the payment of all deductibles) and for the duration of the Contract, the following policies of insurance. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of the Successful Bidder's 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. Sudden and Accidental Pollution Liability for sudden and accidental occurrence in the amount of \$10,000,000, which is in Vendor's excess liability policy and is subject to retention of \$2,000,000.
- 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.

20.2 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;

20.3 The above policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the Vendor.

20.4 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 Article 2 – General Contract Terms and Conditions, Item 16.

QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

21.0 PRICING

- 21.1 In order for your Bid to be considered, the Bidder must provide firm two (2) year pricing on all items listed in Table 1 of Schedule "A" - Price Form. Quotations that do not include pricing or have unclear answers (such as N/A or TBD) on all Products and/or Services listed will be declared non-compliant.
- 21.2 Bidders shall indicate in the daily rate for demurrage as identified in Table 1 of Schedule "A" - Price Form. Should a bidder leave this field blank, it shall be assumed there are no charges for demurrage and no such charges will be considered, accepted or paid by the City.
- 21.3 Bidders are requested to provide pricing for two (2) optional periods (January 1, 2016 to December 31, 2016 and January 2017 to December 31, 2017) in Table 2 of Schedule "A" - Price Form. Pricing submitted in Table 2 of Schedule "A" - Price Form shall not be used in the evaluation of the RFQ.
- 21.4 The Bidder is required to state in Table 1 of Schedule "A" - Price Form, any additional charges which may apply to urgent delivery requests (as per section 10.1). 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.
- 21.5 The Bidder is required to state the minimum notice time required for urgent delivery requests (as per section 10.1). Should a Bidder leave this field blank, it shall be assumed that there is no minimum notice time required.
- 21.6 All Bid prices, Quotations, rates, and/or costs submitted by Bidders with respect to this RFQ, must include any and all expenses that may be anticipated and incurred by the Successful Bidder while providing the Products and/or Services as specified in this RFQ. No additional costs will be considered, accepted or paid by the City.
- 21.7 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.
- 21.8 In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total bid price quoted.

22.0 TAXES

Harmonized Sale Tax (HST) is to be applied to the prices submitted as specified in the relevant sections of the call document or in Schedule "A" - Price Form provided in the call.

HST for the supply and delivery of materials/goods is to be shown as additional/separate line items on the Price Schedule and any subsequent invoices.

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

23.0 INVOICE AND BILLING REQUIREMENTS

23.1 To help us pay you promptly, it is essential that all required billing information is provided on the invoice submitted to the City of Toronto. Any missing billing information on an invoice **will** result in a payment delay and the invoice may be returned to you without payment.

- (1) All original Vendor invoices **must be** addressed and be sent **DIRECTLY** to:

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

- (2) 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. (*This purchasing number should be provided by City staff at the time of order*)

Invoices that do not contain the required billing information may be returned without payment to the Vendor for correction.

- (3) City purchases with the use of a credit card/Pcard, are **NOT** to be sent to Corporate Accounts Payable. These invoices are considered paid.

23.2 Contract Release Order

- (1) A request for delivery in the form of a Contract Release Order (CRO) will be issued for each release against this Contract.
- (2) All invoices submitted for payment must contain:
 - I. Blanket Contract Number
 - II. Contract Release Order Number (CRO)
- (3) Under no circumstances are Contract Release Orders to be filled for commodities or Services that are not included in this Contract.

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

- (4) The total value estimated in this Contract including all charges, excluding any applicable taxes, is not to be exceeded without further authorization.
- (5) This Contract shall not be valid once the specified period has elapsed or the maximum value of the Contract reached unless an extension has been requested by the City.
- (6) The City, in its sole discretion, has the right to terminate the Contract prior to the expiration of the Term without cause or penalty, provided the Total Value Estimated as specified in the Contract Order has been reached.

23.3 Payment and Discount Terms

- (1) If all the correct billing information has been indicated on the invoice, and no acceptable discount for prompt payment has been offered the City will endeavour to pay within the Vendor's terms from the **receipt date of the invoice in the Corporate Accounts Payable unit – Metro Hall, 55 John Street, 14th Floor.**
- (2) Payment terms should be clearly indicated on the invoice including early payment terms.
- (3) The City will consider offers of early payment discount terms. Discounts will only be taken when early payment discount terms are met from the **receipt date of the invoice** in the Corporate Accounts Payable unit.

Note: Discount terms for early payment cannot be earlier than 15 days from **the receipt date of the invoice** by the City of Toronto, Accounting Services Division, and Corporate Accounts Payable unit.

- (4) City of Toronto offers secure electronic deposit payments directly to your bank account through our "Direct Deposit" program. For more information and/or to enrol for this payment option, please email us at FASPDD@toronto.ca or contact our AP Customer Service Desk at APHelp@toronto.ca or 416-397-5235.
- (5) To support an electronic payable environment, the City of Toronto Corporate Accounts Payable unit will accept electronic vendor invoices submitted via email at APinvoice@toronto.ca. Note: Electronic invoices submitted must be in a PDF format as an attachment. If you have any questions regarding this process, please contact our AP Customer Service Desk at APHelp@toronto.ca or 416-397-5235

23.4 Exceptions

- (1) The above standard billing requirement for invoices must be followed excluding exceptions for Vendor invoices related to approved capital projects subject to construction lien holdbacks. Billing requirement direction will be provided by the Contract custodian or City divisional designate.
- (2) For any further vendor invoicing information, please contact Corporate Accounts Payable at APHelp@toronto.ca or 416-397-5235.

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|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

23.5 A hard copy packing slip must accompany the Products delivered and include at a minimum, the purchase order number, the requisitioner's name and address, a description of the items delivered complete with quantity shipped.

24.0 SUPPLEMENTARY REQUIREMENTS – OCCUPATIONAL HEALTH & SAFETY

In addition to the other requirements of this RFQ with respect to satisfying the requirements of the Occupational Health and Safety Act, Bidders are requested to submit as part of their Quotation submission, a **properly commissioned (**)** **Occupational Health and Safety Statutory Declaration (“OHS Declaration”)** in the form attached to this Quotation Request.

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

In the event that a Bidder is unable to satisfy the OHS 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 OHS Declaration on future Tender/Quotation/Request for Proposal submissions.

(**) 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.

QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

STATUTORY DECLARATION (Occupational Health & Safety)

PROVINCE OF ONTARIO)
JUDICIAL DISTRICT OF YORK)

IN THE MATTER OF CONTRACT NO. _____ AND ANY ENSUING AGREEMENT BETWEEN

(Company Name)

- AND -

City of Toronto

I, _____ of the City/Town/Village of _____ in the Province
(Name)

of _____, do solemnly declare the following:
(Name of Province)

1. I am the _____ of the _____ and as such
(Insert Title) (Insert Company Name)

have knowledge of the matters herein stated.

2. _____ is a sole proprietorship/partnership/corporation with its head office
(Company Name)

located at _____ and has carried on business as a _____
(contractor/state other type of business)

since on or about _____.
(Insert Date)

3. _____ since _____ had in place a Health and Safety Policy
(Company Name) (Insert Date)

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. _____ (Insert Company Name) will employ for this project 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 project work and its

QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

25.0 PURCHASING POLICIES:

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

To ensure Fair and Equal Treatment in its competitive procurements, the City of Toronto will undertake to:

- disallow bidders/proponents from submitting a bid to any Tender, Quotation, or Proposal call in which the bidder/proponent has participated in the preparation of the call document; and
- a bidder/proponent who fails to comply will result in disqualification of their response to the call/request.

Did you, the bidder, assist the City of Toronto in the preparation of this Request for Quotation call?

Specify: Yes _____ No _____

CANADIAN CONTENT POLICY

City Council at its meeting of April 14, 15 and 16th 2003 approved a motion to suspend the City of Toronto's Canadian Content Policy.

Please note that until further notice Canadian Content will not be considered in the evaluation of bids/proposals received.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The Municipal Freedom of Information and Protection of Privacy Act (the Act) applies to all tenders, quotations and proposals submitted to the City of Toronto. Tenders, quotations and proposals will be received in confidence subject to the disclosure requirements of the Act. Bidders/proponents should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. Questions about the Act should be directed to the Director of Corporate Access and Privacy Office, (416) 392-9683.

Please be aware that bidders' names and the total amount of bid are always made public.

COLLUSION AND PRICE FIXING

By submitting a bid in response to this Quotation Request, the bidder certifies that:

- a) the prices in the Bid have been arrived at independently of those of any other Bidder;
- b) the prices in the Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to the award of purchase, directly or indirectly, to any other Bidder or competitor; and
- c) no attempt has been made, or will be made, to induce any other person to submit or not to submit a Bid, for the purpose of restricting competition.

QUOTATION REQUEST

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|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

In the event of a tied bid, a report will be submitted to the relevant Committee or Council stating that the bids can be evaluated on any other efficiencies or cost considerations other than price. In the event of a tied bid, the City reserves the right to cancel and re-issue this requirement.

PURCHASE OF PRODUCTS MANUFACTURED IN FACTORIES WHERE CHILDREN ARE USED AS SLAVE LABOUR OR OTHER EXPLOITIVE CIRCUMSTANCES WHICH IMPEDES CHILD DEVELOPMENT

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

The City of Toronto Environmentally Responsible Procurement Policy encourages bidders to also offer Products/Services which are environmentally preferred. Environmentally preferred Products/Services offered must be competitive in cost, conform to specifications, performance requirements and, be suitable for the intended application as determined by the using Division(s).

Environmentally preferred Products/Services are those such as durable Products, reusable Products, energy efficient Products, low pollution Products/Services, Products (including those used in Services) containing maximum levels of post-consumer waste and/or recyclable content, and Products which provide minimal impact to the environment.

An environmentally preferred Product is one that is less harmful to the environment than the next best alternative having characteristics including, but limited to the following:

QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a Product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.
2. Are reusable or contain reusable parts: These Products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
3. Are recyclable: A Product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
4. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP Product would be a non-hazardous Product that replaces a hazardous Product.
6. Have a long service-life and/or can be economically and effectively repaired or upgraded.

Bidders shall if requested, provide written verification of any environmental claims made in their bid/proposal satisfactory to the City of Toronto within five (5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognize environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests. Only proven environmentally preferred Products/Services shall be offered. Experimental or prototype Products/Services will not be considered.

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:

In an effort to reduce, reuse and recycle, we encourage bidders to minimize the packaging of their submissions. The evaluations of all bids are based on the "contents" of the submissions, not the way the submission is packaged. Thank you for reducing!

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|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

CONFLICT OF INTEREST POLICY

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

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

A copy of the policy is available on the City of Toronto's website at www.toronto.ca or by calling the Supervisor, Client Services at (416) 392-1305.

ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING REQUIREMENTS POLICY

Bidders shall review and comply with the City's policy on Accessible Customer Service Training Requirements for Contractors, Consultants and other Service Providers: <http://www.toronto.ca/citybusiness/policy.htm>

In accordance with this policy, the Successful Bidder shall require any of its personnel (including those of its subcontractors) who deal with members of the public or other third parties on behalf of the City to complete training about the provision of goods or Services to persons with disabilities, and shall ensure that detailed training records are maintained and provided to the City upon request.

The training requirements can be fulfilled by completing the e-Learning course "Serve-ability: Transforming Ontario's Customer Service", which can be found on the Ministry of Community and Social Services website: <http://www.mcsc.gov.on.ca/mcss/serve-ability/splash.html>

POLICY ON DONATIONS TO THE CITY FOR COMMUNITY BENEFITS

Bidders/proponents are required to familiarize themselves and are responsible for complying with the City of Toronto's "Policy on Donations to the City for Community Benefits".

Information about the policy is available at the following links:

1. <http://www.toronto.ca/legdocs/mmis/2009/ex/bgrd/backgroundfile-18578.pdf>
2. <http://www.toronto.ca/legdocs/2006/agendas/council/cc060925/pof7rpt/cl003.pdf>

BOTTLED WATER POLICY

On December 1-3, 2008, City Council adopted a policy on banning the sale and/or distribution of bottled water immediately in Civic Centres and by December 31, 2011 in City facilities. Bidders are required to comply with this policy. The Council report is found at the link below (PW20.1, item #17).

<http://www.toronto.ca/legdocs/mmis/2008/cc/decisions/2008-12-01-cc27-dd.pdf>

QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

RESTRICTIONS ON THE HIRING AND USE OF FORMER CITY OF TORONTO MANAGEMENT EMPLOYEES FOR CITY CONTRACTS

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

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

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

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

Notes: (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and
(2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.

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

Specify: _____

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

For further information contact:

Manager, Corporate Purchasing
Policy & Quality Assurance
18th Floor, West Tower, City Hall, (416) 392-0387

QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

SCHEDULE "A"
PRICE FORM

UNIT PRICES QUOTED SHALL INCLUDE SUPPLY AND DELIVERY OF LIQUID CHLORINE, INCLUDING FREIGHT, OVERHEAD COSTS AND ANY/ALL OTHER CHARGES, 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 BID PRICE QUOTED.

NOTE: Please refer to Section 21.0 – Pricing for Additional Notes to the Price Form

TABLE 1 – For your Quotation to be considered, pricing must be submitted for all items listed in Table 1 below.

| Item | Product Description | Product Code | Estimated Annual Quantity | 2014 Unit Price | 2014 Extended Price (Unit price x Estimated Annual Quantity) | 2015 Unit Price | 2015 Extended Price (Unit price x Estimated Annual Quantity) |
|---|--------------------------------------|--------------|---------------------------|-----------------------|---|-----------------------|---|
| 1 | Liquid Chlorine In Railway Tank Cars | | 567 metric tonnes | \$ _____/metric tonne | \$ _____ | \$ _____/metric tonne | \$ _____ |
| 2 | Demurrage | | 60 Days | \$ _____/day | \$ _____ | \$ _____/day | \$ _____ |
| Yearly Cost | | | | | \$ _____ (A) | | \$ _____ (B) |
| Subtotal (A+B) | | | | | \$ _____ | | |
| HST @ 13% | | | | | \$ _____ | | |
| Grand Total | | | | | \$ _____ | | |
| Cost for urgent delivery (as per sections 10.1 and 21.4) | | | | | \$ _____/urgent delivery | | |
| Specify minimum notice time for urgent delivery (as per sections 10.1 and 21.5) | | | | | _____ days | | |

QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

TABLE 2 – Optional Pricing

Any pricing submitted below shall remain firm for any/all optional period(s) exercised by the City (if any).
Pricing submitted below will not be used in the evaluation of this RFQ.

| Item | Product Description | Product Code | Estimated Annual Quantity | Option Year 1 January 1, 2016 to December 31, 2016 Unit Price | Option Year 1 Extended Price (Unit price x Estimated Annual Quantity) | Option Year 2 January 1, 2017 to December 31, 2017 Unit Price | Option Year 2 Extended Price (Unit price x Estimated Annual Quantity) |
|--|---|--------------|---------------------------|---|--|---|--|
| 1 | Liquid Chlorine In Railway Tank Cars | _____ | 567 metric tonnes | \$ _____/metric tonne | \$ _____ | \$ _____/metric tonne | \$ _____ |
| 2 | Demurrage | | 60 Days | \$ _____/day | \$ _____ | \$ _____/day | \$ _____ |
| Yearly Cost | | | | | \$ _____ | | \$ _____ |
| Cost for urgent delivery (as per sections 10.1 and 21.4) Specify minimum notice time for urgent delivery (as per sections 10.1 and 21.5) | | | | | \$ _____/urgent delivery _____ days | | |

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|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

APPENDIX NO 1

Mandatory Submission Requirements Checklist

The following is the checklist of mandatory requirements that are required at the time the Proposal/Quotation/Tender is submitted to PMMD. If the submission fails to satisfy any of the following mandatory requirements at the time of submission, the Proposal/Bid will be rejected and will not be evaluated further. Proponents/Bidders will not be permitted to submit any of the mandatory requirements after the closing date/time.

| Please Refer to the following Document and Sections | Check for Completion |
|--|----------------------|
| One original hard copy Quotation submission, completed as specified in this RFQ document and received in a sealed envelope/container at the location specified on the front cover by the Closing Deadline | |
| Quotation completed in a non-erasable medium and signed in ink | |
| Quotation Submission Form (Front cover page): signed and completed as indicated | |
| Quotation Submission Form (Front cover page): Acknowledging receipt of Addendum/Addenda (if applicable) | |
| Schedule "A" Price Form (Table 1), completed as indicated as per Section 21.0 | |
| Quotation does <u>not</u> include: <ul style="list-style-type: none"> • any qualifying or restricting statements; • exceptions to the terms and conditions of the RFQ that have not been approved through an addendum; or • additional terms and conditions. (refer to Article 1: Request for Quotations Process Terms and Conditions, Item 4, and Section 3.3) | |

Additional Submission Requirements

The following items should be included with Bidder's submission. Should the following information/documentation not be included at the time of bid submission, Bidders must provide the information/documentation 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 further.

| | |
|---|--|
| Specification of the chlorine that is being proposed for supply as per sections 8.1 and 8.2 | |
| Typical Laboratory Analysis as per Section 8.3 | |
| Information on the manufacturing process and source of supply on the Product being offered as per section 8.4 | |
| Information on Canadian stock for urgent delivery as per section 10.2 | |
| Synopsis of Emergency Assistance as per section 15.1; | |

QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

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| Material Safety Data Sheet (MSDS) as per section 5.3 | |
| 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 manufacturers as per section 5.3 | |
| Written verification that the Bidder's delivery personnel are certified and authorized to undertake the delivery Services described in this RFQ as per section 5.3. | |

Viewing Copy Only
DO NOT SUBMIT

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|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

RIGHT TO REJECT DEBTORS AND SET OFF POLICY

NOTE: On June 14, 15 & 16, 2005, City Council amended the Right to Reject Debtors and Set Off Policy. Effective immediately, Bidders are no longer required to submit the declaration form as part of their response.

PURPOSE

1.0 Purpose

To protect the interests of the taxpayers of the City of Toronto by reserving the right to the City to reject an offer to supply goods and/or Services through the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected.

To make it clear to persons responding to a call or request from the City that the Chief Financial Officer and Treasurer may choose to exercise any legal or equitable right of set-off against any person who becomes indebted to the City during the provision of their Services and may re-direct payments to otherwise due to such person towards repayment of outstanding amounts owed to the City.

Note: Adopted by Council at its meeting held on July 20, 21, 22, 2004, Report No. 5, Clause 8, Administration Committee.

POLICY

2.0 Application

This policy shall apply to all calls and proposals issued by the City of Toronto's Purchasing and Materials Management Division (PMMD).

3.0 Definitions

"bid" means a formal price response to a call issued by the City;

"bidder" means any person submitting a competitive bid in response to a call by the City;

"call" means a solicitation from the City to external suppliers or providers to submit a tender or a quotation;

"controlling interest" means the interest that a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than 10 per cent of the voting rights attached to all equity shares of the corporation for the time being outstanding;

"indebted" includes *but is not limited to* unpaid taxes, outstanding claims, judgements or executions, arrears of rent and any interest and penalty thereon owing by a person to the City;

"parent" means a person who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child;

"person" shall include any individual, sole proprietorship, partnership, corporation or other entity with the legal capacity to contract;

"procurement processes" includes any call or request issued by PMMD pursuant to Chapter 195, Purchasing, of the City of Toronto Municipal Code;

"related person" means a parent or the spouse or any child of the person or any person or entity having an indirect pecuniary interest as set out in section 4.0;

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|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

“request” means a solicitation from the City to external suppliers or providers to submit a proposal;

“senior officer” means the chair or any vice-chair of the board of directors, the president, any vice-president, the secretary, the treasurer or the general manager of a corporation or any other person who performs functions for the corporation similar to those normally performed by a person occupying any such office;

"spouse" means a person to whom the person is married or with whom the person is living in a conjugal relationship outside marriage.

4.0 Indirect pecuniary interest

A person has an indirect pecuniary interest in any matter in which another person is concerned, if:

- (a) the person or his or her nominee,
 - (i) is a shareholder in, or a director or senior officer of the other person, being a corporation that does not offer its securities to the public;
 - (ii) has a controlling interest in or is a director or senior officer of the other person, being a corporation that offers its securities to the public, or
 - (iii) is a member of the other person; or
- (b) the person is a partner of the other person or is in the employment of the other person.

5.0 Right to Reject

It shall be the policy of the City of Toronto that in any procurement of goods and Services by the City, the City reserves the right to reject an offer to supply goods and/or Services presented in response to the City’s procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City’s best interests that the offer be rejected. For the purpose of this section 5.0, “person making the offer” includes the person actually making the offer, whether as agent or principal, a person on whose behalf the offer is made and any related person.

5.1 Process

All calls or proposals issued by PMMD on behalf of City Divisions shall include a copy of this policy.

5.2 Declaration

All persons responding to a procurement process from PMMD shall include in their response a fully executed Declaration in the form attached hereto as entitled “Right to Reject Debtors Policy Declaration”. The City acknowledges as an internal practice PMMD shall be entitled to rely on the contents of the Right to Reject Debtors Policy Declaration in making a determination of disqualification. All responses not containing this fully executed Declaration shall be rejected as incomplete.

6.0 Determination of Disqualification

The Chief Administrative Officer of the City or designate shall have, in consultation with the Chief Financial Officer and Treasurer, the City Solicitor and the Commissioner of the City Division on whose behalf PMMD has issued a procurement process, the sole discretion to reject a bid on the basis of this policy in the best interests of the City.

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

6.1 Notification of Rejection

Once a decision to reject a bid has been made by the City under sections 5.0 and 6.0 hereof, PMMD shall forthwith notify the affected person of the decision by way of a notice in writing delivered to the address provided by the person in the particular procurement process from which that the bid has been rejected, provided, however, that any such rejection is not conditional upon the delivery or receipt of such notice in writing.

7.0 Set-Off

The Chief Financial Officer and Treasurer, in consultation with the City Solicitor, may choose to exercise any legal or equitable right of set-off against any person who becomes indebted to the City during the provision of their Services and may re-direct payments otherwise due to such person towards repayment of outstanding amounts owed to the City.

8.0

Where a disqualified person is otherwise the lowest bidder whose bid meets the specifications and requirements set out in the call or request, such bid will be referred to a standing committee of council in accordance with the provisions of Schedule 195, Purchasing, of the Municipal Code

RIGHT TO REJECT DEBTORS POLICY DECLARATION

NOTE: On June 14, 15 & 16, 2005, City Council amended the Right to Reject Debtors and Set Off Policy. Effective immediately, Bidders are no longer required to submit the declaration form as part of their response.

NOTICE TO ALL BIDDERS: CHANGES TO FAIR WAGE POLICY

Changes to the City of Toronto Fair Wage Policy and Schedules effective August 1, 2003

The updated Fair Wage Policy and Schedules approved by City Council in June are **effective August 1, 2003** and apply to all quotations, tenders and proposals issued by the City of Toronto as of that date. The Labour Trades Obligations in the Construction Industry continue to apply.

Quotations, tenders, and proposals issued prior to August 1, 2003, will continue to be in accordance with the Fair Wage Policy and Schedules as of the date tendered and will continue until the duration of the contract.

Highlights of the Approved Changes – see attached Policy

- Clarity in application of the Fair Wage Policy and Labour Trades Contractual Obligations in the Construction Industry document (e.g. the provisions of the Fair Wage Policy apply equally to Contractors and Sub-Contractors engaged in work for the City of Toronto; Contractors will be responsible for any violations or non-compliance issues arising from the engagement of any Sub contractor on City work);
- Definition of non-compliance: Contractor or Sub-contractor fails to co-operate with the Fair Wage Office; Contractor or Sub-Contractor violates the Fair Wage or the Labour Trades requirements
Note: if a Sub-Contractor is in violation of the Fair Wage Policy, non-compliance applies to both the Contractor and Sub-Contractor;

QUOTATION REQUEST

| | | | | |
|-----------|------------------------------|---------|------------------|--------------------|
| NUMBER: | 6606-13-7179 | ISSUED: | October 10, 2013 | CLOSING 12 NOON ON |
| REFER TO: | Vicki McNamara, 416-397-5190 | REQ. # | Email | October 28, 2013 |
| CLIENT: | Toronto Water | | | |

- Disqualification provisions for non-compliance: if two separate instances over a period of three years, contractor/sub-contractor may be disqualified from conducting business with the City for a period of two years; after the disqualifying period contractor/sub-contractor will be placed on probation for the next contract year; during probation, one instance of non-compliance may result in disqualification for an indefinite period of time;
- All violations will be reported to the City of Toronto Government Management Committee and names of disqualified firms will be posted on the City of Toronto website;
- Increased Administration Fee from 10% to 15% for all violations;
- Fair Wage Office investigations up to six months after substantial work completion and final payment;
- Circumstances in which the Fair Wage Office may recommend the next lowest bidder.

The new policy and schedules are available on the Fair Wage Office website – www.toronto.ca/fairwage

Labour Trades Contractual Obligations in the Construction Industry*

B1. Legislative Applicability of Labour Trades Obligations.

The mandatory Labour Trades provisions for municipalities bound by province-wide collective agreements are separate from Fair Wage Policy established, monitored and enforced by the City. Central to any understanding of municipal obligations to Labour Trades, is that the City has no discretion in setting wage rates or in using union labour for certain trades performing Work for the City. This is by virtue of the Province-wide collective agreements applicable to trades in the Industrial, Commercial and Institutional (ICI) and Residential sectors and other negotiated collective agreements in other sectors of the construction industry.

The Province-wide collective agreements are binding on all employers in the sector. The former City of Toronto was first considered an “employer” when the relevant unions obtained bargaining rights beginning in 1978. As a result, subject to the jurisdiction of the collective agreements, union workers must be used for contracted-out Work. The use of union sub-contractors for municipal building projects is also required in most cases.

B2. Current Labour Trades Contractual Obligations in the Construction Industry.

- A. The City of Toronto is bound by the current province-wide collective agreements with respect to the Industrial, Commercial and Institutional sectors of the construction industry between:
- (1) The Carpenters' Employer Bargaining Agency and the Ontario Provincial Council, United Brotherhood of Carpenters and Joiners of America.
 - (2) The Mechanical Contractors Association of Ontario and the Ontario Pipe Trades Council of the United Association of Journey-men and Apprentices of the Plumbing and Pipe-Fitting Industry of the United States and Canada.
 - (3) The Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and The International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario.
 - (4) The International Union of Bricklayers and Allied Craftsmen and the Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftsmen, and The Masonry Industry Employers Council of Ontario.
 - (5) The International Association of Heat and Frost Insulators and Asbestos Workers and The Master Insulators' Association of Ontario Inc.
 - (6) The International Brotherhood of Painters and Allied Trades and The Ontario Painting Contractors Association.
 - (7) The Ontario Glazier Agreement between The Architectural Glass and Metal Contractors Association and The International Brotherhood of Painters and Allied Trades; and
 - (8) The Environmental Sheet Metal Association Toronto and the Sheet Metal Workers' International Association and the Ontario Sheet Metal Workers' Conference.
 - (9) The Ontario Erectors Association Incorporated, and the International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers and the Ironworkers District Council of Ontario

City Manager's Office

Fair Wage Office
 100 Queen Street West
 City Hall, 19th Floor, West
 Toronto, Ontario M5H 2N2

Tel: 416-392-7300 - General Enquiry
 416-392-FAIR - Complaints Hotline
 Fax: 416-392-0801
 E-mail: fairwage@toronto.ca
 Web: www.toronto.ca/fairwage

B. Exhibition Place is bound;

- (1) By collective agreements in all sectors of the construction industry between:
 - (a) The Carpenters' Employer Bargaining Agency and The Ontario Provincial Council, United Brotherhood of Carpenters and Joiners of America.
 - (b) The Mechanical Contractors Association of Ontario and The Ontario Pipe Trades Council of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.
 - (c) The Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and The International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario; and
- (2) By Letters of Understanding between the Board and, respectively, Local 506 of the Labourers International Union of North America and The International Brotherhood of Painters and Allied Trades.

C. Any non-maintenance part(s) of the Work that is the work of Union members for whom the said Council, Brotherhood, Association or Local is the collective representative under the provisions of any one of the said collective agreements or the said Letters shall in each case be performed only by an employer owing contractual obligations to such representative, unless such obligations do not prohibit performance of such part(s) of the Work by others.

B3. Guidelines for Prospective Bidders.

This summary is an overview of the current status of trades' certifications and the relevant construction sectors for which firms and workers with the appropriate union affiliations must be used when performing the following Work for the City of Toronto and Exhibition Place.

| Type of Work | City of Toronto * I.C.I. | Exhibition Place |
|----------------------|-----------------------------|------------------|
| Asbestos/ Insulation | X | |
| Bricklaying/ Masonry | X | |
| Carpentry | X | X |
| Electrical | X | X |
| Glazing | X | |
| Iron Workers | X | |
| Labourers | | X |
| Mechanical | X | X |
| Painting | X | X |
| Sheet Metal | X | |

* (Industrial, Commercial, Institutional sector)

B4. Decisions, Fair Wage Policy.

The Fair Wage Office will make final decisions with respect to:

- Work jurisdictions, in consultation with the industry
- type of Work involved
- whether or not union firms/workers must be used
- if Labour Trades Contractual Obligations apply

* Labour Trades Contractual Obligations – (extracted from Schedule B of the City of Toronto Municipal Code, Chapter 67)

Fair Wage Policy*

A1. Definitions

As used in this Fair Wage Policy, the following terms have the meaning indicated:

APPRENTICE – An Individual who has entered into a registered training agreement under which the individual is to receive workplace-based training in a trade, other occupations or skill set as part of an apprenticeship program approved by the Ontario Ministry of Training, Colleges and Universities.

APPRENTICESHIP PROGRAM – A program recognized by Ontario Ministry of Training, Colleges and Universities which provides for the qualification, recruitment, selection, employment, and training on the job. Apprenticeship and training leads to Ontario Certification of Qualification and Apprenticeship for Journeyperson status, which is recognized by employer and employee representatives of industry.

CONTRACT – A legal, business agreement between the City of Toronto and the contractor to perform work or services or to provide materials and supplies.

CONTRACTORS – Any person or business entity with whom the City enters into a contract with to perform the work or provide services.

FAIR WAGE SCHEDULE – Stipulated rates of pay for different classifications of work produced and obtainable from the Fair Wage and Labour Trades Office.

FIELD WORK – All work in performance of the contract that is not shop work.

FRINGE BENEFITS – Includes such benefits as company pension plans, extended health care benefits, dental and prescription plans, etc. It does not include legislated payroll deductions such as C.P.P., E.H.T., W.S.I.B. or E.I.C.

NON-COMPLIANCE – The occurrence of any of the following conditions:

- A. Contractor fails to co-operate with the Manager, Fair Wage Office in fulfilling his/her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry.
- B. Sub-contractor fails to co-operate with the Manager, Fair Wage Office in fulfilling his/her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry.
- C. Contractor or sub-contractor has been found in violation of the Fair Wage Policy (non-compliance applies to both contractor and sub-contractor).
- D. Contractor has been found in violation of the Labour Trades Contractual Obligations in the Construction Industry.
- E. Sub-contractor has been found in violation of the Labour Trades Contractual Obligations in the Construction Industry.

PROCUREMENT CALL DOCUMENT – Includes a Tender, Request for Quotations and a Request for Proposals as issued by the Purchasing and Materials Management Division, and as defined in Chapter 195 of the Toronto Municipal Code.

SHOP WORK – Any work in performance of the contract that is done in or at any factory, foundry, shop or place of manufacture not located at or upon the site of the work, and not operated solely for the purpose of the work.

SUB-CONTRACTOR – Any person or business entity not contracting with or employed directly by the City but who supplies services or materials to the improvement under an agreement with the contractor or under the contract with another sub-contractor.

WAGES or RATE OF WAGES – Includes the hourly rate, vacation and holiday pay and any applicable amount for fringe benefits shown in the current Fair Wage Schedule, to be paid to the worker as part of the worker's wages or for the worker's benefit provided for in any collective agreement applicable to that worker.

WORKERS – Includes mechanics, workers, labourers, owners and drivers of a truck or other vehicle employed in the execution of the contract by the contractor or by any sub-contractor under them and clerical staff.

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

A2. City of Toronto Council references

- A. City of Toronto Council, by the adoption of Corporate Services Committee Report 13, Clause 1, as amended, at its meeting of October 1 and 2, 1998, directed that the Fair Wage Policy of the former Municipality of Metropolitan Toronto be adopted for all City Divisions, agencies, boards and commissions and replace all existing fair wage policies of the former local municipalities.
- B. City of Toronto Council, by the adoption of Administration Committee Report 7, Clause 1, as amended, at its meeting of June 18, 19 and 20, 2002, directed that certain changes be made to the Fair Wage Policy and Procedures.
- C. City of Toronto Council, by the adoption of Administration Committee Report 5, Clause 2, at its meeting of June 24, 25 and 26, 2003, directed that certain further changes be made to the Fair Wage Policy and Procedures, and to the Fair Wage Rate Schedule.
- D. City of Toronto Council, by the adoption of Government Management Committee Item 8.9, at its meeting of October 22 and 23, 2007, directed that certain changes be made to the Fair Wage Policy.

A3. Purpose and history of Fair Wage Policy

- A. The Fair Wage Policy has as a central principle the prohibition of the City doing business with contractors, sub-contractors and suppliers who discriminate against their workers.
- B. Originally implemented in 1893 to ensure that contractors for the City paid their workers the union rates or, for non-union workers, the prevailing wages and benefits in their field, the Fair Wage Policy has expanded over the years to other non-construction classifications such as clerical workers.
- C. The policy also requires compliance with acceptable number of working hours and conditions of work in order to protect the rights of workers.

A4. Intent of Fair Wage Policy

The intent of the Fair Wage Policy can be summarized as follows:

- A. To produce stable labour relations with minimal disruption;
- B. To compromise between the wage differentials of organized and unorganized labour;
- C. To create a level playing field in competitions for City work;
- D. To protect the public; and
- E. To enhance the reputation of the City for ethical and fair business dealings.

A5. Application

- A. The provisions of the Fair Wage Policy apply equally to contractors and all sub-contractors engaged in work for the City of Toronto. It is understood that contractors cannot sub-contract work to any sub-contractor at a rate lower than called for in the Fair Wage Policy.
- B. The fair wage rates do not apply to small businesses, typically those with owner-operators, or partnerships, or principals of companies as long as they undertake the work themselves.
- C. It should be noted that under the above City of Toronto Council reference authorities, the conditions of the Fair Wage Policy cannot be waived, unless authorized by Council to do so.

A6. Establishment of rates

- A. Establishing fair wage rates and schedules are intended to minimize potential conflicts between organized and unorganized labour in the tendering and awarding of City contracts.
- B. Certain designated construction-related rates are based on the lowest rate established by collective bargaining, while the wage rates for other classifications are based on market and industrial surveys in accordance with the prevailing wages for non-union workers in the geographic area.
- C. The City encourages contractors to hire and train apprentices under approved apprenticeship programs. Apprentices/trainees will be assessed based on Provincial Qualification Apprenticeship Certification Criteria.

- D. Fair wage rates, including rates for apprentices, are established through discussion between the Fair Wage Office and with employee and employer groups and associations (having both union and non-union members). This discussion will also include appropriate apprenticeship programs for construction-related trades.
- E. The proper wage rates to be paid to apprentices/trainees are those specified by a particular industry program in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination. In the event employees reported as apprentices and trainees have not been properly registered, or are utilized at the jobsite in excess of the ratio of journeymen permitted under the approved program, they must be paid the applicable schedule of wage rate. The Manager, Fair Wage Office may assess established employee work history as to determine the appropriate apprentice/trainee level.
- F. These rates are reviewed by the above-noted groups and are recommended to Council, by the Manager, Fair Wage Office for approval every three years.

A7. Contractor and sub-contractor responsibilities

- A. Contractors will be responsible for any violations or non-compliance issues arising from the engagement of any sub-contractor on City work.
- B. The contractor or sub-contractor shall pay or cause to be paid weekly or biweekly to every worker employed in the execution of the contract wages at the following rates, namely:
 - (1) For workers employed in shop work:
 - (a) The union rate of wages in the particular district or locality in which the work is undertaken for any class or work in respect of which there is such union rate; and
 - (b) For any class of work for which there is no such union rate, the rate of wages shall be the rate of wages, as determined by the Manager, Fair Wage Office prevailing in the particular district or locality in which the work is undertaken.
 - (2) For workers employed in field work:
 - (a) Where the contractor or sub-contractor is in contractual relationship with a union recognized by the Ontario Labour Relations Board as the bargaining agent for the relevant workers, the applicable rate of wages set out in the collective agreement; and
 - (b) Where there is no such contractual relationship, a rate not less than that set out for such work in the Schedule of Wage Rates files by the Manager, Fair Wage Office, with the City Clerk of the Corporation after being first approved by Toronto Council; and
 - (c) For any class of work for which there is no rate, the rate of wages shall be the rate of wages, as determined by the Manager, Fair Wage Office, prevailing in the particular district or locality in which the work is undertaken.
- C. The contractor and sub-contractor shall:
 - (1) At all times keep a list of the names and classifications of all workers employed in the work, the hourly rate and hours worked per day and a record of the amounts paid to each.
 - (2) From time to time, if demanded by the Manager, Fair Wage Office, furnish a certified copy of all paysheets, lists, records and books relating to the work and keep the originals thereof open at all times for examination by the Manager.
 - (3) At all times furnish and disclose to the said Manager any other information respecting wages of workers that may be desired by the Manager in connection with the work.
 - (4) Attach to all accounts rendered for payment of money upon the contract, a declaration affirming that the requirements of the Fair Wage Policy have been fully complied with.
 - (5) Display legible copies of this Fair Wage Policy in a prominent position in his or her workshop(s), accessible to all employees.
- E. The contractor or sub-contractor shall not compel or permit any worker engaged for the work to work more than the number of hours per day and the number of hours per week set out in the Fair Wage Schedule for the particular type of work involved except in case of emergency, and then only with the written permission of the Commissioner or head of the Division having charge of the work or the person then acting as such.

A8. Responsibilities of Manager, Fair Wage Office

- A. To fulfil the duties of the Manager, as set out in Chapter 67 of the Toronto Municipal Code, 67-A3
- B. In every procurement call to which the Fair Wage Policy applies, the Manager, Fair Wage Office, will determine the applicable Fair Wage Schedules for the work requested in the procurement call, or whether unionized workers need to be utilized for the work requested in the procurement call as per Chapter 67 Schedule B Labour Trades Contractual Obligations in the Construction Industry.
- C. Once the applicable Fair Wage Schedule is determined for a specific procurement call, the Manager, Fair Wage Office will provide a copy of the Fair Wage Schedule to Purchasing and Materials Management Division to insert into the procurement document, before the procurement documentation is issued.
- D. In case of a jurisdictional dispute or dispute as to rate of wages to be paid under the contract or as to the amount to be paid to any worker or apprentice, the decision of the Manager, Fair Wage Office, shall be final and binding upon all parties.
- E. After the procurement call closes, the Manager, Fair Wage Office, at the request of Purchasing and Materials Management Division, will send a fair wage declaration form to the three lowest bidders, to determine if the bidder will comply with the fair wage policy and fair wage schedule.

A9. Penalty Provisions

- A. If the contractor or sub-contractor fails to pay any worker wages at the rate called for in Chapter 67-A7, the City may:
 - (1) Charge an administrative fee not in excess of 15 per cent of the balance necessary to make up the amount that should have been paid from the contractor's progress draw or holdback; and
 - (2) Pay the worker(s) directly for any back-wages owing directly from the contractor's progress draw or holdback.
- B. If a tenderer or bidder is found not to comply with the Fair Wage Policy, the Manager may recommend the next lowest bidder for contract aware to Purchasing & Materials Management Division in the following circumstances:
 - (1) On the declaration form discussed in Chapter 67-A8E, a contractor or sub-contractor does not meet the Fair Wage Schedules.
 - (2) An investigation is underway and the firm does not co-operate in providing timely information within 5 business days after being requested by the Manager, Fair Wage Office in fulfilling his or her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry and, operationally, the provision of goods and/or services cannot be delayed.
 - (3) A contractor or sub-contractor is in violation of the Fair Wage Policy and has not paid restitution to its workers.
 - (4) A contractor or sub-contractor is unable to comply with the City of Toronto Labour Trades Contractual Obligations in the Construction Industry.

A10. Disqualification Provisions

- A. When a contractor or any sub-contractor is found to be in non-compliance with the provisions of the Fair Wage Policy in two separate instances over a period of three years inclusive, the Manager, Fair Wage Office must report and may recommend to the Government Management Committee that the said contractor or sub-contractor be disqualified from conducting business with the City for a period of two years, inclusive.
- B. The disqualification period will start from the day of the decision of Council.
- C. After the disqualifying period is over, the said contractor or sub-contractor will be placed on probation for the next year. If another non-compliance violation occurs, the Manager, Fair Wage Office must report and may recommend to the Government Management committee that the said contractor or sub-contractor; be disqualified from conducting business with the City for an indefinite period of time.

All non-compliance activities (including firm names) and disqualification statistics will be reported to Council annually. Disqualified firms will be published on the City's website.

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. _____

Postal Code:

Fax No. _____

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

Signature: _____
Authorised Signing Officer or Individual

Date: _____

Date:

Group/Vendor/Individual Name:



NOTICE OF "NO BID"

| | |
|---------------|------------------|
| QUO.#: | 6606-13-7179 |
| CLOSING DATE: | October 28, 2013 |

IMPORTANT - PLEASE READ THIS

It is important to the City to receive a reply from all invited bidders. There is no obligation to submit a quotation; 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.

INSTRUCTIONS:

If you are unable, or do not wish to bid on this quotation, 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 prior to the official closing date.

| | Reasons for not bidding | | Other reasons or additional comments |
|----|--|--------------------------|--------------------------------------|
| 1. | We do not manufacture/supply this commodity | <input type="checkbox"/> | |
| 2. | We do not manufacture/supply to this specification | <input type="checkbox"/> | |
| 3. | Unable to quote competitively | <input type="checkbox"/> | |
| 4. | Cannot handle due to present plant loading | <input type="checkbox"/> | |
| 5. | Quantity/job too large | <input type="checkbox"/> | |
| 6. | Quantity/job too small | <input type="checkbox"/> | |
| 7. | Cannot meet delivery/completion requirements | <input type="checkbox"/> | |
| 8. | Agreements with distributors/dealers do not permit us to sell direct | <input type="checkbox"/> | |
| 9. | Licensing restrictions | <input type="checkbox"/> | |

| | |
|--------------------------|--------------------------|
| Yes | No |
| <input type="checkbox"/> | <input type="checkbox"/> |

Do you wish to bid on these goods/services in the future?

For City's use only - Do not write in this space

| | |
|--------------------------------------|-----------|
| Company Name: | |
| Address: | |
| Signature of Company Representative: | |
| Position: | |
| Date: | Tel. No.: |