

**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 above 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

-----cut here-----

**Firm Name**

**Request for Quotation No. 9104-13-7001**

**Closing Date: 12:00 O’Clock Noon, 1/31/2013**

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

-----cut here-----

## **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: [www.toronto.ca/tenders/index.htm](http://www.toronto.ca/tenders/index.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.

## **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) issued in connection with this RFQ.

### **1. Compliance with Laws**

The Vendor will be required to comply with all federal, provincial and municipal laws and regulations in providing the Goods 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, and to provide to the City, upon request, periodic reports confirming such compliance.

### **2. Non-Exclusivity**

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

### **3. Confidentiality**

The Vendor shall treat as confidential all information of any kind which comes to the attention of the Vendor in the course of providing the goods and services and shall not disseminate such information for any reason without the express written permission of the City.

### **4. Indemnities**

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

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

### **5. No Assignment**

The Vendor shall not assign any part of the contract nor any interest therein without the prior written consent of the City, which consent shall not be unreasonably withheld.

### **6. 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 goods and services by its sub-contractors in a manner acceptable to the City, and ensure that they comply with all the relevant requirements of the contract.

The Vendor shall be liable to the City for all costs or damages arising from acts, omissions, negligence or willful misconduct of its sub-contractors.

### **7. Personnel and Performance**

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

The Vendor shall be responsible for its own staff resources and for the staff resources of any sub-contractors and third-party service providers.

The Vendor will 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 goods 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.

### **8. 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.

### **9. Warranties and Covenants**

The Vendor represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that any deliverable resulting from or to be supplied or developed under the contract will be in accordance with

the City's functional and technical requirements (as set out in the RFQ) and, if applicable, will function or otherwise perform in accordance with such requirements.

#### 10. Ownership of Project Documentation

All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared by the Vendor in the connection with the provision of the goods and services under the contract, whether they be in draft or final format, shall be the property of the City.

#### 11. Termination Provisions

Upon giving the Vendor not less than 30 days' prior written notice, the City may, at any time and without cause, cancel the contract, in whole or in part. In the event of such cancellation, the City shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation.

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

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

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

#### 12. 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.
- c) The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Work and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Work.
- d) The Vendor acknowledges and represents that:
  - i) The workers employed to carry out the Work have been provided with training in the hazards of the Work to be performed and possess the knowledge and skills to allow them to work safely;
  - ii) The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
  - iii) The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
  - iv) The Vendor has in place an occupational health and safety policy in accordance with the OHSA; and
  - v) The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.
- e) The Vendor shall provide, at the request of the **General Manager** or his designate, the following as proof of the representations made in paragraph d(i) and d(iv):
  - i) documentation regarding the training programs provided or to be provided during the Work (i.e. types of training, frequency of training and re-training); and
  - ii) the occupational health and safety policy.

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

- a. A critical injury that arises out of Work that is the subject of this agreement;
- b. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Work that is the subject of this agreement;
- iii) A charge is laid or a conviction is entered arising out of the Work that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the Criminal Code, R.S.C 1985, c. C-46, as amended and the Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A, as amended.
- iv) The Vendor shall be responsible for any delay in the progress of the Work as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Work or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to the City.
- v) The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the **Vendor** do work or perform a task that is the subject of this agreement.

### 13. 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** 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.

### 14. 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.



NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

Quotations are invited for the non-exclusive supply, delivery and clean-up of Pyrotechnic Displays for the Victoria Day and Canada Day 2013, 2014 and 2015 celebrations at Ashbridges Bay Park, Etobicoke Centennial Park, Milliken Park (Scarborough), Stan Wadlow Park and Weston Lions Park for the City of Toronto's Parks, Forestry and Recreation Division, 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 the Schedule "A" - Price Form)

## 1.0 CONTACTS

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

Amy Hung, Corporate Buyer  
Purchasing & Materials Management Division  
Tel: 416-397-7251  
Fax: 416-397-7779  
E-mail: ahung2@toronto.ca

- 1.2 Bidders are required to submit written questions and specification concerns to the Buyer specified in Section 1.1, 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.
- 1.3 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.

## 2.0 DEFINITIONS

- 2.1 In this Request for Quotation, 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;

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

“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 purchase order / 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 purchase order 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 purchase order 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);

“PF&R” means Parks, Forestry and Recreation Division of the City of Toronto;

“Products” means all hardware 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” means all services to be provided by the Successful Bidder as described in this RFQ;

"Special Effects" mean fireworks that produce an effect over and above the effects produced by the shells described in the specifications. They include but are not limited to stars, inserts and other fireworks of a pyrotechnic composition that create special colours, designs, etc.

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

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

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

"Vendor" means the Successful Bidder.

"Work" means all services and deliverables to be provided by a Contractor as described in this Request for Quotation Call.

### **3.0 RESPONSE REQUIREMENTS**

3.1 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.

3.2 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.

### **4.0 SCOPE OF WORK**

4.1 The scope of this RFQ includes the supply, delivery and clean-up of the Products/Services listed in Schedule "A" – Price Form.

4.2 The outlined fireworks and pyrotechnics displays are to form part of the Victoria and Canada Day Celebrations at Ashbridges Bay Park, Etobicoke Centennial Park, Milliken Park (Scarborough), Stan Wadlow Park and Weston Lions Park. These are annual events that are held at these five locations for the residents of the City of Toronto and its visitors.

4.3 All of the displays shall all be preloaded and electronically fired.

4.4 All of the shows shall include a distinct opening, mid-barrage and closing portion.

### **5.0 VENDOR'S RESPONSIBILITIES**

#### **5.1 General Statement of Work**

The Vendor shall:

- supply pyrotechnic material for the show, build and install the show, and provide licensed pyrotechnicians for the duration of the build, set-up, show and clean-up;
- supply all pyrotechnic material that is recognized by and has the prior approval of the Natural Resources Canada, Explosives Regulatory Division for use in Canada;

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

- obtain all permits, clearances and authorizations necessary to present the pyrotechnic displays;
- provide to the City a copy of all-necessary permits, clearances and authorizations at least fifteen (15) working days prior to the date of the fireworks display and present copies to the respective Park Supervisor in charge of the event;
- make contact with the respective Park Supervisor, at least thirty (30) days prior to the event to ensure firework(s) site(s) are safe, secure and ready for the fireworks display(s);
- provide all necessary safety equipment, and all tools and materials which may be required for the firing of the pyrotechnic displays. The City will provide the fencing to block off the area in which the Vendor will work in. Fire extinguishers of appropriate classification and approved as operational by the National Fire Protection Association (NFPA) must be accessible and in plain view from the time the fireworks arrive on site until all fireworks are completely removed from the site;
- provide a Display Fireworks Supervisor License with endorsements as applicable, to oversee all fireworks displays;
- ensure any and all debris generated as a result of the pyrotechnics is removed from the venue following each show;
- be responsible for removing all firing materials, packing materials, etc. and for filling holes utilized for firing of the pyrotechnic displays. Removal of all material must be completed within four (4) hours after the firing display.

## 5.2 Staging of Event

The Vendor shall:

- assume responsibility for any damage done to existing public services, utilities, sidewalks, driveways, landscaping or any other property;
- provide protection to minimize damage to the area caused by the firing shells;
- comply with all production schedules outlined by the City of Toronto provided to the Successful Bidder at time of award, and adhere to all instructions issued, written or verbal regarding all work;
- in all respects ensure the safe execution of the pyrotechnic display outlined in this RFQ. The Vendor shall at all times have on the work site a competent Supervisor capable of reading and thoroughly understanding the plans and specifications, and thoroughly experienced in the type of work being performed. The Supervisor shall include the supervision and direction of all sub-contractors retained by the Successful Bidder, if any are used.

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

## 6.0 FIREWORKS SHOW DETAILS AND SPECIFICATIONS

### 6.1 PROJECT A: VICTORIA DAY PYROTECHNICS DISPLAY AND CANADA DAY PYROTECHNICS DISPLAY AT ASHBRIDGES BAY PARK

- 6.1.1. Ashbridges Bay Park is located at 1561 Lakeshore Blvd E, Toronto, ON.
- 6.1.2. The dates for the pyrotechnic displays are: Victoria Day – Monday, May 20, 2013; Victoria Day – Monday May 19, 2014; Monday May 18, 2015; Canada Day – Monday July 1, 2013, Canada Day – Tuesday, July 1, 2014; and Canada Day – Wednesday, July 1, 2015.
- 6.1.3. The nature of each pyrotechnic display for Ashbridges Bay Park must:
- be electrically fired with exact timing sequential programming;
  - have a duration of fourteen (14) minutes (rain or shine) for each show;
  - be choreographed and layered to reflect the theme of the day being Victoria Day and/or Canada Day, described as a colourful and spectacular thunderous fireworks display ;
  - be concluded by a ninety (90) second major grand finale;
  - start at 10:00 p.m. on each Victoria Day celebration and Canada Day celebration or as directed by Park Supervisor
- 6.1.4. Each show is to be a combination of high level fireworks and special effects with the following numbers and sizes of shots being the minimum:

#### Shell Description

18 mm to 50 mm shells	658 shots
75 mm to 76 mm shells	474 shots
100 mm to 102 mm shells	336 shots
125 mm to 127 mm shells	162 shots
150 mm to 155 mm shells	94 shots
200 mm to 205 mm shells	15 shots
250 mm to 255 mm shells	9 shots
300 mm to 305 mm shells	<u>6 shots</u>
<b>TOTAL</b>	<b>1754</b>

- 6.1.5. Each pyrotechnic display show must be uniquely choreographed. The same proposed show cannot be used more than once for the duration of the Contract term.

### 6.2 PROJECT B: CANADA DAY PYROTECHNICS DISPLAY AT STAN WADLOW PARK

- 6.2.1 Stan Wadlow Park is located at 888 Cosburn Avenue, Toronto, ON M4C 2W6.
- 6.2.2 The dates for the pyrotechnic displays are: Canada Day – Monday July 1, 2013, Canada Day – Tuesday, July 1, 2014; and Canada Day – Wednesday, July 1, 2015.
- 6.2.3 The nature of each pyrotechnic display for Stan Wadlow Park must:

# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

- be electrically fired with exact timing sequential programming;
- have a duration of twelve (12) minutes (rain or shine) for each show;
- be choreographed and layered to the theme of the day being Canada Day, described as a colourful and spectacular thunderous fireworks display;
- be concluded by a ninety (90) second major grand finale;
- start at 10:00 p.m. on each Canada Day celebration or as directed by Park Supervisor

6.2.4 Each show is to be a combination of high level fireworks and special effects with the following numbers and sizes of shots being the minimum:

**Shell Description**

25 mm shells	200 shots
30 mm shells	180 shots
50mm shells	120 shots
76mm shells	250 shots
102mm shells	150 shots
137 mm shells	60 shots
155 mm shells	30 shots
<b>TOTAL</b>	<b>990</b>

6.2.5 Each pyrotechnic display show must be uniquely choreographed. The same proposed show cannot be used more than once.

**6.3 PROJECT C: CANADA DAY PYROTECHNICS DISPLAY AT WESTON LIONS PARK**

6.3.1 Weston Lions Park is located at 2125 Lawrence Avenue West, Toronto, ON M9N 1H7.

6.2.4 The dates for the pyrotechnic displays are: Canada Day – Monday July 1, 2013, Canada Day – Tuesday, July 1, 2014; and Canada Day – Wednesday, July 1, 2015.

6.3.2 The nature of each pyrotechnic display for Weston Lions Park must:

- be electrically fired with exact timing sequential programming;
- have a duration of twelve (12) minutes (rain or shine) for each show;
- be choreographed and layered to reflect the theme of the day being Canada Day, described as a colourful and spectacular thunderous fireworks display;
- be concluded by a ninety (90) second major grand finale;
- start at 10:00 p.m. on each Canada Day celebration or as directed by Park Supervisor.

6.3.3 Each show is to be a combination of high level fireworks and special effects with the following numbers and sizes of shots being the minimum:

<b><u>Shell Description</u></b>	<b><u>Quantity</u></b>	<b><u>Effects</u></b>
Special Effects	30	240
30mm Roman Candles	8	80

# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

50 mm Roman Candles	3	24
50mm Shells	70	70
75mm Shells	155	155
100mm Shells	100	100
125 mm Shells	22	22
150 mm Shells	<u>15</u>	<u>1,521</u>
<b>Total</b>	<b>403</b>	<b>2,212</b>

6.3.4 Each pyrotechnic display show must be uniquely choreographed. The same proposed show cannot be used more than once.

## 6.4 PROJECT D: CANADA DAY PYROTECHNICS DISPLAY AT ETOBICOKE CENTENNIAL PARK

6.4.1 Etobicoke Centennial Park is located at 56 Centennial Park Road, Toronto, ON M9C 5N3.

6.2.5 The dates for the pyrotechnic displays are: Canada Day – Monday July 1, 2013, Canada Day – Tuesday, July 1, 2014; and Canada Day – Wednesday, July 1, 2015.

6.4.2 The nature of each pyrotechnic display for Etobicoke Centennial Park must:

- be electrically fired with exact timing sequential programming;
- have a duration of twelve (12) minutes (rain or shine) for each show;
- be choreographed and layered to reflect the theme of the day being Canada Day, described as a colourful and spectacular thunderous fireworks display;
- be concluded by a sixty (60) second major grand finale;
- start at 10:00 p.m. on each Canada Day celebration or as directed by Park Supervisor

6.4.3 The show is to be a combination of high level fireworks and special effects with the following numbers and sizes of shots being the minimum:

<u>Shell Description</u>	<u>Quantity</u>	<u>Effects</u>
18 mm Roman Candles	30	576
20 mm Roman Candles	17	136
30mm Roman Candles	24	240
50mm Shells	78	78
75mm Shells	129	129
100mm Shells	65	100
125 mm Shells	30	45
150 mm Shells	<u>12</u>	<u>25</u>
<b>Total</b>	<b>427</b>	<b>1329</b>

6.4.4 Each pyrotechnic display show must be uniquely choreographed. The same proposed show cannot be used more than once.

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

## 6.5 PROJECT E: CANADA DAY PYROTECHNICS DISPLAY AT MILLIKEN PARK (SCARBOROUGH)

6.5.1 Milliken Park (Scarborough) is located at 5555 Steeles Avenue East, Toronto, ON.

6.5.2 The dates for the pyrotechnic displays are: Canada Day – Monday July 1, 2013, Canada Day – Tuesday, July 1, 2014; and Canada Day – Wednesday, July 1, 2015.

6.5.3 The nature of each pyrotechnic display for Milliken Park must:

- be electrically firing with exact timing sequential programming;
- have a duration of twelve (12) minutes (rain or shine) for each show;
- be choreographed and layered to reflect the theme of the day being Canada Day, described as a colourful and spectacular thunderous fireworks display;
- be concluded by a 60 second major grand finale;
- be fired from ground level at Milliken Park;
- start at 10:00 p.m. on each Canada Day celebration or as directed by Park Supervisor

6.5.4 The show is to be a combination of high level fireworks and special effects with the following numbers and sizes of shots being the minimum:

### Shell Description

Special Effects	12 shots
30mm Roman Candles	6 shots
50mm Roman Candles	6 shots
76mm Shells	96 shots
102mm Shells	144 shots
127mm Shells	78 shots
155mm Shells	56 shots
200mm Shells	<u>8 shots</u>
<b>Total</b>	<b>406 shots</b>

6.5.5 Each pyrotechnic display show must be uniquely choreographed. The same proposed show cannot be used more than once.

## 7.0 INCLEMENT WEATHER

In the event, inclement weather or any other unforeseen act/action forces the cancellation of any of the pyrotechnic displays, the City shall reserve the right to reschedule the event at any time and/or at any other location within a one (1) year plus one (1) day period at the same cost of the cancelled display(s), as submitted for this RFQ. The proposed pyrotechnic displays are subject to approval by the authority having jurisdiction, Toronto Fire Services.

## 8.0 TERMINATION OF CONTRACT

Failure to comply with the terms and conditions and specifications set out in this RFQ may result in cancellation of the Contract for any of the future pyrotechnic display shows and/or exclusion from future



# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

bidding. Should cancellation be required, the Successful Bidder will be responsible for any loss of revenues over the agreed period of the Contract.

## 9.0 QUANTITY

- 9.1 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 up to 90 days after the expiry of the contract at the same prices, terms, and conditions.

## 10.0 AWARD

- 10.1 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 based on the initial contract period, as shown in Schedule "A" – Price Form.
- 10.2 The City reserves the right of accepting or rejecting any and/or all parts of this RFQ.
- 10.3 Upon award the City will confirm with the Successful Bidder, the Products or Services to be delivered, date(s) and any other instructions related to the Service or Product being provided.
- 10.4 The provision of Products and/or Services shall not commence until a signed Contract for the Products and/or Services is issued and a Contract Release Order (CRO) has been issued.

## 11.0 QUALIFICATIONS

**The Successful Bidder must meet all qualifications and requirements in this Section. Bidders must provide all certification, documentation and/or information requested in this Section with their bid submission by the closing time and date. Failure to provide any and/or all of the certification, documentation and/or information as requested will result in the Bidder's submission being declared non-compliant.**

- 11.1 The Successful Bidder must have proven experience in providing the services as specified in this RFQ for events equal in size and scope. The Bidder must provide three (3) different clients for whom they have provided these services. **Each** client reference submitted by the Bidder must meet the following requirements:
- The Bidder must have provided the services within the past five (5) years;
  - The Bidder must have performed a minimum of three (3) fireworks display shows per year;
  - At least three (3) of the shows performed by the Bidder each year must have a minimum value of \$15,000.00.

NUMBER: 9104-13-7001  
REFER TO: Amy Hung, 416-397-7251  
CLIENT: Parks, Forestry & Recreation

ISSUED: 1/10/2013  
REQ. #

CLOSING 12 NOON ON  
1/31/2013

**References:**

1. Company Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Value of Services  
Provided Annually: \_\_\_\_\_  
Number of Displays Performed/  
Completed Annually: \_\_\_\_\_  
# of Years the Business  
Relationship has Existed \_\_\_\_\_
2. Company Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Value of Services  
Provided Annually: \_\_\_\_\_  
Number of Displays Performed/  
Completed Annually: \_\_\_\_\_  
# of Years the Business  
Relationship has Existed \_\_\_\_\_
3. Company Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

Value of Services  
Provided Annually:

---

Number of Displays Performed/  
Completed Annually:

---

# of Years the Business  
Relationship has Existed

---

The City may contact the references provided. A reference check may include but is not limited to confirmation of the following:

- Bidder's responsiveness to the needs and requirements of the client;
- Bidder's ability to provide the scope of work to completion within the required time-frames;
- Bidder's skill level and degree of professionalism;
- Bidder's creativity and originality of product choices;
- Overall client satisfaction;

Should any reference fail to confirm that the Bidder provided the Services in a satisfactory manner, the Quotation will be declared non-compliant.

11.2 The Bidder must have at least one (1) competent supervisor per site per project. Each supervisor must be competent as defined within the Occupational Health and Safety Act. Each supervisor must have a minimum of five (5) years fireworks experience and have fired a minimum of six (6) displays of a similar size and scope to that described in this RFQ within the previous two (2) years. The Bidder must provide the resumes of the supervisors assigned to this RFQ detailing this experience.

If any supervisor(s) submitted becomes unavailable at any time within the term of the Contract, the Bidder must provide a replacement supervisor with equal and/or better qualifications. The replacement(s) will be subject to review and approval by the City, in accordance with the above requirements.

11.3 The Bidder must have a staff team with the experience and qualifications in performing similar work for projects of a comparable nature, size and scope. Those staff handling the fireworks must have certification for safe practices for the display of fireworks, Display Supervisor Level 2 Fireworks Operator Certificate as required by Natural Resources Canada. All personnel performing final product wiring and/or tie-in and/or ignition of pyrotechnics issued from the Explosives Regulatory Division under Natural Resources Canada. The Bidder must submit legible copies of these licenses for all personnel as indicated above.

All personnel must maintain the required certification for the duration of the contract. In addition, the City reserves the right to request the Vendor to submit current copies of all licenses, to ensure they are maintained and kept up-to-date, at any time during the Contract term.

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

If any personnel submitted become unavailable at any time within the term of the Contract, the Bidder must provide replacement personnel with equal and/or better qualifications. The replacement(s) will be subject to review and approval by the City, in accordance with the above requirements.

11.4 Bidders must submit a detailed description of their fireworks show display for each project (line item listed in Schedule "A" – Price Form), ensuring that it meets the Specifications described in this RFQ. The show details must include:

- the detailed functions/characteristics/specifications;
- the deliverables/outcomes that will be provided;
- a summary of the risks/problems/issues associated with the work and how it will be mitigated;
- a breakdown of all shells to be used;
- numbers of shots and effects by size and description and price;
- a statement indicating that all firework material supplied for use in the display shall be recognized by and has the prior approval of the Natural Resources Canada, Explosives Regulatory Division for use in Canada
- any other relevant information;
- Bidders should state what, if any value added is included in the cost of their show

11.5 The Bidder must submit a schedule of key events for each project.

11.6 The Bidder must submit a statement from the Bidder's insurance supplier that the Certificate of Insurance for the General Liability and Property Damage Insurance Policy, as set out in Section 13.0 - Insurance is available.

## **12.0 PRICING**

12.1 In order for your Bid to be considered, the Bidder must provide pricing on all items listed in the Price Schedule Form(s). Quotations that do not include pricing on all Products and/or Services listed will be declared non-compliant.

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

12.3 All Bid prices, Quotations, rates, and/or costs submitted by Bidders with respect to this Request for Quotation must include any and all expenses that may be anticipated and incurred by the Successful Bidder while providing the Services as specified in this RFQ. No additional costs will be considered.

12.4 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.

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

12.5 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.

12.6 Prices must remain firm for the duration of the contract.

### 13.0 INSURANCE

13.1 The Successful Bidder agrees to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of this Agreement, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. 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 Proponent's services.

13.2 The Contractor shall take out and keep in force the following insurance policies:

- (a) Commercial General Liability Insurance, provided that the policy:
  - (i) is in the amount of not less than FIVE Million Dollars (\$5,000,000.00), per occurrence;
  - (ii) adds the City of Toronto, its Boards, Agencies and Commissions and subsidiary operations, as applicable, as Additional Insured(s) but only with respect to liability arising out of the operation of the Insured for which a Contract is issued by the City of Toronto;
  - (iii) has provisions for cross-liability and severability of interest, broad form contractual liability, owner's and contractor's protective liability, broad form property damage, contingent employer's liability, employers liability, products and completed operations, non-owned automobile liability and personal injury liability;
- (b) Standard Automobile Liability Insurance for all licensed owned/leased vehicles of the Contractor, utilized in the performance of the work, provided that the policy is:
  - (i) in the amount of not less than ONE Million Dollars (\$1,000,000.00) per occurrence in respect of any one accident.
- (a) All Risk Property insurance written on a replacement cost basis on all materials, supplies and equipment and/or systems owned by contractor or on behalf of contractor by its contractors or sub-contractors, including materials and supplies used by the contractor in the performance of the work.

13.3 General Insurance Terms and Conditions:

- (a) Notice of Cancellation or Material Change - each policy shall contain an endorsement requiring the insurer(s) to notify the City of Toronto in writing, by registered mail, at least thirty (30) days, (fifteen (15) days if cancellation is due to non-payment of premium), prior to any cancellation or material change to the contractor's insurance;
- (b) Approval of Insurers - all policies taken out by the contractor shall be placed with an Insurance Company licensed to write in the Province of Ontario.

# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

- (c) Primary Coverage – the insurance policies required pursuant to this clause shall be primary and shall not call into contribution any insurance available to the City.
- (d) Evidence of Insurance – the original City's Certificate of Insurance signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of the Contractor's work; the Contractor shall provide original signed Certificates evidencing renewals or replacements to the City prior to the expiration date of the original policies, without notice or request by the City.

13.4 Deductibles - the Contractor agrees that the insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne entirely by the Contractor.

13.5 At the expiry date of the policy, the Successful Bidder shall provide original signed certificates evidencing renewals or replacements to the City prior to the expiration date of the original policies, without notice or request by the City.

## 14.0 TAXES

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

Taxes for construction services and real property improvements/services where the applicable Provincial Sales Tax was previously embedded in the price quoted (GST extra) are now bound by the following:

Effective on July 1, 2010, the Ontario Retail Sales Tax (ORST) will be replaced with a value-added tax and combined with the Federal Goods and Services Tax (GST) to create a federally administered HST. The HST will have a combined rate of 13%. **The Bid price for the work shall not contain any HST.** Contractors and Service Providers will add the HST as a separate line item to all their monthly invoices as of July 1, 2010.

Bidders shall govern themselves accordingly when estimating the costs of materials previously subject to ORST, and should not include the 8% ORST in the bid prices.

## 15.0 INVOICE AND BILLING REQUIREMENTS

15.1 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

# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

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.

## 15.2 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 on this Contract.
- (4) The total value estimated on 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 on the Contract Order has been reached.

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

## 15.3 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 vendor's terms from the **receipt date of the invoice in the Corporate Accounts Payable unit – Metro Hall, 55 John Street, 14<sup>th</sup> 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](mailto:FASPDD@toronto.ca) or contact our AP Customer Service Desk at [APHelp@toronto.ca](mailto: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 [APinvoices@toronto.ca](mailto:APinvoices@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](mailto:APHelp@toronto.ca) or 416-397-5235.

## 15.4 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](mailto:APHelp@toronto.ca) or 416-397-5235.

## 16.0 SUPPLEMENTARY REQUIREMENTS – OCCUPATIONAL HEALTH & SAFETY

In addition to the other requirements of this Request for Quotation 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 ("OHSA Declaration")** in the form attached to this Quotation Request.

If a properly commissioned OHSA Declaration is not submitted with your bid, the City may provide Bidders with an opportunity to submit the required OHSA Declaration within five (5) working days of such written request. Failure to submit the OHSA Declaration in response to that written request or the inability of the Bidder to satisfy



# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

the requirements set out in the OHSA Declaration are grounds for the bid to be rejected. The City may consider previous OHSA 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 OHSA requirements.

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

(\*\*) 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: 9104-13-7001  
REFER TO: Amy Hung, 416-397-7251  
CLIENT: Parks, Forestry & Recreation

ISSUED: 1/10/2013  
REQ. #

CLOSING 12 NOON ON  
1/31/2013

## 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.

1. \_\_\_\_\_ 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)

2. \_\_\_\_\_ 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.

3. \_\_\_\_\_ (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:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

performance;

- (b) are familiar with the Act and the Regulations for Construction Projects that apply to the project work; and
- (c) have knowledge of any potential or actual danger to health and safety at the project.

4. \_\_\_\_\_ (Insert Company Name) will employ for the purpose of this project the following competent supervisors: \_\_\_\_\_  
(Insert name of supervisors)

No supervisors other than those named shall work on the project.

5. \_\_\_\_\_ (Insert Company Name) will employ for the purpose of this project the following subcontractor: \_\_\_\_\_  
(Insert name of subcontractors)

6. All subcontractors employed by \_\_\_\_\_ (Insert Company Name) for this project will employ as a supervisor or supervisors a “competent person” 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 performance;
- (b) are familiar with the Act and the Regulations for Construction Projects that apply to the project work; and
- (c) have knowledge of any potential or actual danger to health and safety at the project.

7. The supervisors employed by \_\_\_\_\_ (Insert Company Name) and subcontractors have successfully completed the necessary health and safety courses to be considered a competent person to undertake work described in the contract.

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

DECLARED BEFORE ME AT THE \_\_\_\_\_ )  
OF \_\_\_\_\_ )  
IN THE \_\_\_\_\_ )  
THIS DAY OF 20\_\_\_\_. )  
A Commissioner etc. )  
\_\_\_\_\_  
) Signing Officer for Company

Note: This Declaration applies with necessary modification to Quotation Requests and Requests for Proposals

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

## 17.0 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 \_\_\_\_\_

### 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:

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.

# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

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](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!

## **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

# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

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

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

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

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

For further information contact:

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

## Declaration of a Non-Discrimination Policy

The City of Toronto requires all firms or organizations who supply goods and services to the City and its Agencies, Boards, Commissions and Special Purpose Bodies, to adopt and to post a Non-Discrimination Policy that ensures that the:

Organization/firm upholds policies which prohibit discrimination and which protect the right to be free of hate activity based on race, ancestry, place of origin, colour, ethnic origin, disability, citizenship, creed, sex, sexual orientation, gender identity, age, marital status, family status, receipt of public assistance, political affiliation, religious affiliation, record of offences, level of literacy or any other personal characteristics by or within the organization.

**Check if organization/firm has previously completed and filed the form with City:** ☐ Yes ☐ No  
**If yes, please do not complete the form.**  
**If no, please complete the form.**

*Please type or print where applicable*

<b>Legal Firm Name</b>		<b>Common or Business Name (if different)</b>	
<b>Address of Principal Place of Business</b>		<b>Mailing Address (if different)</b>	
<b>Tel. No.</b>	<b>Fax No.</b>	<b>Tel. No.</b>	<b>Fax No.</b>
<b>Name of Chief Executive Officer/President</b>		<b>Name of Employment Equity Official:</b>	
<b>Position Title:</b>		<b>Position Title:</b>	
<b>Signature of Authorized Official:</b>		<b>Date:</b>	

Check if Firm is more than 50% owned by\* (check all that apply):

- ☐ Aboriginal Peoples/First Nations Of Canada ☐ People with Disabilities ☐ Racial Minorities ☐ Women  
☐ Not Applicable

\* Please see reverse for explanation of definitions

The information requested on this form is, collected pursuant to Clause 6 of Corporate Services Committee Report 11, adopted by Council on July 29,30 and 31, 1998 and Clause 2 of Corporate Services Committee Report 19 adopted by Council on December 16 and 17,1998. Its purpose is to verify that your firm has adopted the Non-Discrimination Policy and to compile statistics for the purpose of monitoring the equal opportunity designated group status of the ownership of firms. If you have any questions about this declaration, please contact the Director of Equity, Diversity and Human Rights at 416-392-1108. Multi-Lingual Line call 311 and TTY 416-338-0889.

**Please return completed form to the address shown above (Private Sector Firms)**

**Definitions:**

**Aboriginal Peoples/  
First Nations**

**of Canada:** A person is an Aboriginal person if he or she is a member of the First Nations (status and non-status Indians), Inuit (Aboriginal peoples from Arctic Canada) and Métis (mixed First Nation and European ancestry).

**Person With**

**A Disability:** A person is a "person with a disability" if the person has a persistent physical, mental, psychiatric, sensory or learning impairment that substantially limits one or more major life activities and,

- (i) the person considers himself or herself to be disadvantaged in employment by reason of that impairment, or -
- (ii) the person believes that an employer or potential employer is likely to consider the person to be disadvantaged in employment by reason of that impairment.

**Racial**

**Minority:**

Also called racialized people or visible minorities, a person is a member of a racial minority because of his or her race or colour. Racial minorities include African Canadian/Black, East Asian, South East Asian; South Asian, West Asian or Arab and others that have bi-or multi-racial origins.



# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

**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.

**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](http://www.toronto.ca) or by the 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>

# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

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/mcsc/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:

### **CANADIAN CONTENT POLICY**

City Council at its meeting of April 14, 15 and 16<sup>th</sup> 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;

# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

- 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.

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.

## **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>

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

## 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;

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

“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.

##### 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

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

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;
- 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

# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

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](http://www.toronto.ca/fairwage)

## **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 that 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.

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

- 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.

\*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)

FW R (10/07)

## 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

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

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
1. 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:

1. • 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

# QUOTATION REQUEST

NUMBER: 9104-13-7001  
 REFER TO: Amy Hung, 416-397-7251  
 CLIENT: Parks, Forestry & Recreation

ISSUED: 1/10/2013  
 REQ. #

CLOSING 12 NOON ON  
 1/31/2013

## SCHEDULE "A"

### PRICE FORM

UNIT PRICES QUOTED ARE MUST INCLUDE ALL ASSOCIATED COSTS FOR THE NON-EXCLUSIVE SUPPLY AND CLEAN-UP OF PYROTECHNIC DISPLAYS FOR THE VICTORIA DAY AND CANADA DAY 2013, 2014 AND 2015 CELEBRATIONS AT VARIOUS PARKS FOR THE CITY OF TORONTO'S PARKS, FORESTRY AND RECREATION DIVISION. PRICES MUST EXCLUDE HARMONIZED SALES TAX (HST).

FOR FURTHER INSTRUCTIONS AND DETAILS ON HOW TO COMPLETE THIS PRICE FORM, PLEASE REFER TO SECTION 12.0.

Item	Description	Price
<b>Project A: Ashbridges Bay Park</b>		
A-1	Victoria Day Pyrotechnics Display - Monday, May 20, 2013	\$
A-2	Victoria Day Pyrotechnics Display - Monday, May 19, 2014	\$
A-3	Victoria Day Pyrotechnics Display - Monday, May 18, 2015	\$
A-4	Canada Day Pyrotechnics Display - Monday, July 1, 2013	\$
A-5	Canada Day Pyrotechnics Display - Tuesday, July 1, 2014	\$
A-6	Canada Day Pyrotechnics Display - Wednesday, July 1, 2015	\$
<b>Project B: Stan Wadlow Park</b>		
B-1	Canada Day Pyrotechnics Display - Monday, July 1, 2013	\$
B-2	Canada Day Pyrotechnics Display - Tuesday, July 1, 2014	\$
B-3	Canada Day Pyrotechnics Display - Wednesday, July 1, 2015	\$
<b>Project C: Weston Lions Park</b>		
C-1	Canada Day Pyrotechnics Display - Monday, July 1, 2013	\$
C-2	Canada Day Pyrotechnics Display - Tuesday, July 1, 2014	\$
C-3	Canada Day Pyrotechnics Display - Wednesday, July 1, 2015	\$
<b>Project D: Etobicoke Centennial Park</b>		
D-1	Canada Day Pyrotechnics Display - Monday, July 1, 2013	\$
D-2	Canada Day Pyrotechnics Display - Tuesday, July 1, 2014	\$
D-3	Canada Day Pyrotechnics Display - Wednesday, July 1, 2015	\$

# QUOTATION REQUEST

NUMBER: 9104-13-7001  
REFER TO: Amy Hung, 416-397-7251  
CLIENT: Parks, Forestry & Recreation

ISSUED: 1/10/2013  
REQ. #

CLOSING 12 NOON ON  
1/31/2013

Project E: Milliken Park (Scarborough)		
E-1	Canada Day Pyrotechnics Display - Monday, July 1, 2013	\$
E-2	Canada Day Pyrotechnics Display - Tuesday, July 1, 2014	\$
E-3	Canada Day Pyrotechnics Display - Wednesday, July 1, 2015	\$
<b>GRAND TOTAL</b> (Please carry this TOTAL to Page 10 of the RFQ)		\$

# QUOTATION REQUEST

NUMBER:	9104-13-7001	ISSUED:	1/10/2013	CLOSING 12 NOON ON
REFER TO:	Amy Hung, 416-397-7251	REQ. #		1/31/2013
CLIENT:	Parks, Forestry & Recreation			

## APPENDIX NO. 1

Mandatory Submission Requirements Checklist	
<p><b>The following is the checklist of mandatory requirements that are required at the time the Quotation is submitted to PMMD. If the submission fails to satisfy any of the following mandatory requirements at the time of submission, the Bid will be rejected and will not be considered further. Bidders will not be permitted to submit any of the mandatory requirements after the closing date/time.</b></p>	
Please Refer to the following Document and Sections	Check for Completion
Completed and Signed Submission Form (RFQ Cover Page)	
Completed Policy to Exclude Proposals/Bids from External Parties As per Section 16.0	
<i>If Applicable</i> Completed Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contract As per Section 16.0	
<i>If Applicable</i> Completed Environmentally Responsible Procurement Statement As per Section 16.0	
<b>Qualifications as per Section 11.0</b>	
- References as per Section 11.1	
- Resumes of Supervisors as per Section 11.2	
- Personnel Certification as per Section 11.3	
- Project Descriptions as per Section 11.4	
- Schedules of Events as per Section 11.5	
- Insurance as per Section 11.6 and in accordance with Section 13.0	
Completed Schedule "A" Price Form	
Acknowledgement of All Addenda on RFQ Cover Page	





## NOTICE OF "NO BID"

QUO.#:	9104-13-7001 AH
CLOSING DATE:	1/31/2013

### 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.

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

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

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

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

Company Name:

Address:

Signature of Company Representative:

Position:

Date:

Tel. No.: