



Request for Tender
For
Thorncliffe Entry Renovations

Request for Tender No.: **244-24-TPL-RFT**

Issued: **Thursday, August 29, 2024**

Submission Deadline: **Date as displayed on the Library's Online Procurement System**

TABLE OF CONTENTS

PART 1 – INTRODUCTION	3
1.1 Invitation to Bidders	3
1.2 Type of Contract for Deliverables	3
1.3 No Guarantee of Volume of Work or Exclusivity of Contract.....	3
1.4 Canadian Free Trade Agreement.....	3
PART 2 – THE DELIVERABLES	5
2.1 Description of Deliverables	5
2.2 Material Disclosures.....	5
PART 3 – EVALUATION OF BIDS	6
3.1. Timetable and Submission Instructions	6
3.2 Stages of Bid Evaluation	8
3.3 Stage I – Mandatory Requirements and Submission	9
3.4 Stage II – Review of Submitted Pricing	10
3.5. Tie Score	10
PART 4 – TERMS AND CONDITIONS OF THE RFT PROCESS	11
4.1 General Information and Instructions	11
4.2 Communication after Issuance of RFT	11
4.3 Selection and Execution of Agreement.....	12
4.4 Prohibited Communications and Confidential Information	13
4.5 Reserved Rights, Limitation of Liability and Governing Law.....	14
APPENDIX A – FORM OF AGREEMENT	17
APPENDIX B – SUBMISSION FORM	18
1. Bidder Information	18
2. Offer.....	18
3. Rates	18
4. Addenda	18
5. Compliance with Policies	19
6. Declarations	19
7. Disclosure of Information	19
APPENDIX C – RATE BID FORM.....	21
APPENDIX D – REFERENCE FORM.....	22
APPENDIX E – RFT PARTICULARS	23
A. THE DELIVERABLES.....	23
B. MATERIAL DISCLOSURES	23
C. EVALUATION OF PRICING.....	25

PART 1 – INTRODUCTION

1.1 Invitation to Bidders

This Request for Tender (“RFT”) is an invitation by Toronto Public Library (“the Library”) to pre-qualified general contractors, from 127-21-TPL-RFSQ General Contractor Vendor of Record (VOR) L2, to submit bids for the provision of Thorncliffe Entry Renovations, as further described in Part 2 – The Deliverables (the “Deliverables”).

For the purposes of this procurement process, the “Library Contact” is:
Lisa Chang, Purchasing Supervisor

Bids will only be accepted from the following pre-qualified general contractors:

- Area Construction
- DASD Contracting Inc.
- Direct Construction Company Limited
- HN Construction Company Limited
- Pre-Eng Contracting Ltd.
- Royalty General Construction
- Struct-Con Construction Ltd.
- Trisect Construction Corp.
- West Metro Contracting Inc.

1.2 Type of Contract for Deliverables

The selected bidder will be required to enter into an agreement with the Library for the provision of the Deliverables in the form attached as Appendix A to the RFT. It is the Library’s intention to enter into the Form of Agreement based on that attached as Appendix A to the RFT with only one (1) legal entity. It is anticipated that the agreement will be executed on or around **October 2024**.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

The Library makes no guarantee of the value or volume of work to be assigned to the selected bidders. The Library may contract with others for the same or similar Deliverables to those described in this RFT or may obtain the same or similar Deliverables internally.

1.4 Canadian Free Trade Agreement

Bidders should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

The RFT is an invitation to submit offers for the provision of Thorncliffe renovations, as further described in Appendix E – RFT Particulars – Section A (The Deliverables).

2.2 Material Disclosures

Bidders should refer to Appendix E – RFT Particulars – Section B (Material Disclosures).

[End of Part 2]

PART 3 – EVALUATION OF BIDS

3.1. Timetable and Submission Instructions

Bidders must submit their bids according to the following timetable and instructions:

3.1.1 Timetable

Issue Date of RFT	August 29, 2024
Deadline for Questions	Date as displayed on the Library's Online Procurement System
Deadline for Issuing Addenda	Two (2) business days before Submission Deadline
Submission Deadline	Date as displayed on the Library's Online Procurement System
Rectification Period	Five (5) Business Days

*** The RFT timetable is tentative only and may be changed by the library at any time.

Optional Site Visit

Bidders are asked to indicate their attendance through “Vendor Discussions” in the Library’s Online Procurement system (Bonfire) prior to the start of the site visit.

The site visit will take place at **Thorncliffe Library, 48 Thorncliffe Park Drive,**

Toronto, ON M4H 1J7, on September 6, 2024 at 10:00 am Toronto Time. Bidders are asked to meet in the main front entrance lobby.

The Library will not conduct additional site meetings for Bidders that fail to attend the site meeting.

Bidders will observe all health and safety requirements during the site visit. Bidders acknowledge that the Bidder, its employees and its representatives attend the site visit at their own risk.

The Library reserves the right to reschedule the site visits due to inclement weather, or any other reason, and to alter the order or Library locations prior to the scheduled site visits.

No statement, consent, waiver, acceptance, approval or anything else said or during the site visit by the Library or its representatives will amend or waive any provision of the RFT documents, or be binding on the Library or be relied upon in any way by

Bidders or their advisors, except when and only to the extent expressly confirmed in an Addendum to the RFT document issued in accordance with RFT [section 4.2.2](#).

3.1.2 Bids Should Be Submitted Only in Prescribed Manner

Responses must be uploaded to the Library's Online Procurement System no later than the Submission Deadline to:

<https://torontopubliclibrary.bonfirehub.ca/opportunities/83909>

1. Bids will be rejected as non-compliant if submitted by any other mechanism including, but not limited to, post, courier, fax, e-mail or orally, unless specifically requested by the Library Procurement Contact through the Library Online Procurement System.
2. The Library's Online Procurement System will not accept any response that are attempted to be submitted after the Submission Deadline. The expiry of the Submission Deadline and submission time of a response shall be determined by the Library's Online Procurement System.
3. It is the bidder's sole responsibility to ensure its response is received by the Submission Deadline in accordance with the requirements of this RFT. The receipt of responses can be delayed due to a number of factors including "internet traffic", file transfer size and transmission speed. The bidder should allow sufficient time to download, complete and upload, as applicable, the submission forms comprising its response and any attachments.
4. A response will only be considered to be submitted once it has been received by the Library in the Library's Online Procurement System. Bidders will receive an email confirmation receipt once they finalize their submission.
5. Bidders must submit their responses in the format presented, prescribed and compatible with the requirements of the RFT and the Library's Online Procurement System and must include all attachments required by the Library's Online Procurement System. Failure to fully complete the forms presented in this RFT or to include and submit the required attachments or separate documentation, as applicable, may result in the response being rejected as non-compliant.
6. The forms, documents and other items outlined in this RFT must be completed in their entirety and submitted in the format presented and prescribed by the Library's Online Procurement System and in accordance with the requirements of the RFT. Failure to submit any such items may result in the Bid being rejected as non-compliant.
7. Any documents forming part of a response uploaded to the Library's Online Procurement System by the bidder must:
 - a. not have a security password;
 - b. not be defective, corrupted or blank; and
 - c. be provided in the format indicated by the Library's Online Procurement System.

8. If there is any discrepancy whatsoever between the information input directly by bidders into the interface of the Library's Online Procurement System and the electronic copy of any documentation uploaded to the Library's Online Procurement System, information input directly by Suppliers into the interface of the Library Online Procurement System shall govern.
9. All bidders should exercise extreme care when completing their response submissions, as failure to complete the response fully or to comply with the requirements of this RFT may cause the response to be rejected as non-compliant.

3.1.3 Status of Uploaded Bids Prior to Submission Deadline

Bids uploaded to the Library's Online Procurement System prior to Submission Deadline are not accessible to the Library until after the Submission Deadline. Bidders are encouraged to complete and upload required information as early as possible to reduce the risk of missing the Submission Deadline. All required information as indicated in the Library's Online Procurement System must be met before the Bid can be submitted.

3.1.4 Amendment of Bids

Bidders may amend their Bids prior to the Submission Deadline. Documents may be downloaded and uploaded without limit prior to Submission Deadline for the purposes of amending or withdrawing Bids.

A response may be withdrawn at any time prior to the Submission Deadline.

3.1.5 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of ninety (90) days running from the moment that the Submission Deadline lapses.

3.2 Stages of Bid Evaluation

The Library will conduct the evaluation of responses in the following two (2) stages:

3.2.1 Stage I

Stage I will consist of a review to determine which responses comply with all of the mandatory requirements. Responses failing to satisfy the mandatory requirements as of the Submission Deadline will be provided with an opportunity within the Rectification Period to rectify any deficiencies. Responses failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the Library issues its rectification notice to the bidder.

3.2.2 Stage II

Stage II will consist of a review of all compliant bids to determine the lowest price.

3.3 Stage I – Mandatory Requirements and Submission

3.3.1 Submission Deadline

Responses must be submitted by the Submission Deadline. Other than inserting the information requested on the mandatory submission forms set out in this RFT, a bidder may not make any changes to any of the forms. Bidders submitting responses that do not meet the mandatory requirements will be provided with an opportunity to rectify any deficiencies within the Rectification Period.

3.3.2 Submission Form (Appendix B)

Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the bidder.

3.3.3 Rate Bid Form (Appendix C)

Each bidder must include a completed Rate Bid Form (Appendix C) or Bid Table completed according to the instructions contained in the form as well as the following instructions:

- (a) rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for Harmonized Sales Tax (HST), which should be itemized separately; and
- (b) rates quoted by the bidder shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to Toronto Public Library, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

A bid that includes conditional, optional, contingent or variable rates that are not expressly requested in the Rate Bid Form may be disqualified.

By submitting a bid, a bidder is deemed to confirm that it has prepared its bid with reference to all of the provisions of the Form of Agreement attached as Appendix A and has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions or calculations.

3.3.4 Reference Form (Appendix D)

NOT REQUIRED FOR PRE-QUALIFIED GENERAL CONTRACTORS.

3.3.5 Other Mandatory Requirements

Other Mandatory Requirements are set out in the Library's Online Procurement System.

3.3.6 Rectification Period

Bids satisfying the mandatory submission content requirements within the Rectification Period will proceed to Stage II. Responses failing to satisfy the mandatory submission content requirements will be excluded from further consideration.

3.4 Stage II – Review of Submitted Pricing

Upon completion of Stage I for all bidders, the pricing submitted by each bidder will be evaluated in accordance with Appendix E – RFT Particulars – Section C (Evaluation of Pricing). Subject to the Library's reserved rights, the bidder with the lowest pricing will be selected to enter into the Form of Agreement attached as Appendix A to this RFT in accordance with Section 4.

3.5. Tie Score

In the event of a tie score, the selected bidder will be determined by selection of the most qualified bidder, in the sole and absolute discretion of Toronto Public Library. Toronto Public Library reserves the right to request further information from bidders to assist in making this determination.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFT PROCESS

4.1 General Information and Instructions

4.1.1 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in the RFT. Where information is requested in the RFT, any response made in a bid should reference the applicable section numbers of the RFT where that request was made.

A bidder who submits conditions, options, variations or contingent statements to the terms as set out in the Form of Agreement, either as part of its bid or after receiving notice of selection, may be disqualified.

4.1.2 Bids in English

All bids are to be in English only.

4.1.3 The Library's Information in RFT Only an Estimate

The Library and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general size of the work.

It is the bidder's responsibility to avail itself of all the necessary information to prepare a response to this RFT.

4.1.4 Bidders Shall Bear Their Own Costs

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

4.2 Communication after Issuance of RFT

4.2.1 Bidders to Review RFT

Bidders shall promptly examine all of the documents comprising the RFT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

by submitting such questions or inquires to the Library Contact using the internal messaging system of the Library's Online Procurement System on or before the Bidder's Deadline for Questions. All questions submitted by bidders to the Library Contact shall be deemed to be received once submitted through the internal messaging system of the Library's Online Procurement System. No such

communications are to be directed to anyone other than the Library Contact. The Library is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the bidder to seek clarification from the Library Contact on any matter it considers to be unclear. The Library shall not be responsible for any misunderstanding on the part of the bidder concerning this RFT or its process.

4.2.2 All New Information to Bidders by Way of Addenda

If the Library, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all bidders by addenda. Each addendum shall form an integral part of this RFT. Such addenda may contain important information, including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by the Library. In the Submission Form (Appendix B), bidders should confirm their receipt of all addenda by listing the number of each addendum in the space provided.

4.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, the Library may at its discretion extend the Submission Deadline for a reasonable amount of time.

4.2.4 Verify, Clarify and Supplement

When evaluating responses, the Library may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's response. The Library may revisit and re-evaluate the bidder's response or ranking on the basis of any such information.

4.2.5 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder's bid will not be considered to form part of its bid.

4.2.6 Bid to Be Retained by the Library

The Library will not return the bid, or any accompanying documentation submitted by a bidder.

4.2.7 RFT Incorporated into Bid

All of the provisions of this RFT are deemed to be accepted by each bidder and incorporated into each bidder's bid.

4.3 Selection and Execution of Agreement

4.3.1 Selection of Bidder

Notice of selection by the Library to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this RFT and satisfy any other applicable conditions of this RFT within fifteen (15) days of notice of selection. This provision is solely to the benefit of the Library and may be waived by the Library at its sole discretion.

4.3.2 Failure to Enter into Agreement

In addition to all of the Library's other remedies, if a selected bidder fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Library may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that bidder and proceed with the selection of another bidder.

4.3.3 Notification to Other Bidders

Once a contract is executed between the Library and a bidder, the other bidders will be notified by the Library through the Library's Online Procurement System of the outcome of the RFT process.

4.3.4 Debriefing

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

4.3.5 Bid Protest Procedure

Any dispute, complaint, or protest in respect of this RFT by a bidder, including prior to and subsequent to the acceptance of a response by the Library shall be addressed in accordance with the Pre-Award Bid Dispute and Post-Award Bid Dispute process under Article 9 of the Library's Purchasing Policy, which can be found on the Library's website at: <https://www.torontopubliclibrary.ca/terms-of-use/library-policies/purchasing-policy.jsp>

4.4 Prohibited Communications and Confidential Information

4.4.1 Prohibited Bidder Communications

The bidder shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For these purposes a Conflict of Interest is as described in the Library's Purchasing Policy.

4.4.2 Bidder Not to Communicate with Media

A bidder may not at any time directly or indirectly communicate with the media in relation to the RFT or any contract awarded pursuant to the RFT without first obtaining the written permission of the Library Contact.

4.4.3 Confidential Information of the Library

All information provided by or obtained from the Library in any form in connection with the RFT either before or after the issuance of the RFT:

- (a) is the sole property of the Library and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFT and the performance of any subsequent contract;
- (c) must not be disclosed without prior written authorization from the Library; and
- (d) shall be returned by the bidders to the Library immediately upon the request of the Library.

4.4.4 Confidential Information of Bidder

A bidder should identify any information in its response, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Library. The confidentiality of such information will be maintained by the Library, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their responses will, as necessary, be disclosed on a confidential basis, to the Library's advisers retained for the purpose of evaluating or participating in the evaluation of their responses.

4.4.5 Inappropriate Conduct

The Library may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the Library, that constitutes a Conflict of Interest. For these purposes a Conflict of Interest is a described in the Library's Purchasing Policy.

4.5 Reserved Rights, Limitation of Liability and Governing Law

4.5.1 The Library's Reserved Rights

The Library reserves the right to.

- (a) make public the names of any or all bidders;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;
- (c) assess a bidder's bid on the basis of
 - (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - (ii) information provided by references;
 - (iii) the bidder's past performance on previous contracts awarded by the Library;
 - (iv) the information provided by a bidder pursuant to the Library exercising its clarification rights under this RFT process; or
 - (v) other relevant information that arises during this RFT process;
- (d) waive formalities and accept bids that substantially comply with the requirements of this RFT;
- (e) verify with any bidder or with a third party any information set out in a bid;
- (f) check references other than those provided by any bidder;
- (g) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;
- (h) disqualify any bidder or the bid of any bidder who has engaged in conduct prohibited by this RFT;
- (i) disqualify a bidder for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by the Library. "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B);
- (j) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT;
- (k) select any bidder other than the bidder whose bid reflects the lowest cost to the Library;
- (l) cancel this RFT process at any stage;
- (m) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables;
- (n) accept any bid in whole or in part; or

- (o) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

4.5.2 Limitation of Liability

By submitting a bid, each bidder agrees that

- (a) neither the Library nor any of its employees, advisors or representatives will be liable, under any circumstances, for any claim arising out of this bidding process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) the bidder waives any claim for any compensation of any kind whatsoever, including claims for cost of preparation of the bid, loss of profit or loss of opportunity by reason of the Library's decision to not accept the bid submitted by the bidder, to award a contract to any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

4.5.2 Governing Law and Interpretation

The terms and conditions in this Part 4 Terms and Conditions of RFT Process: (a) are included for greater certainty and intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

The successful bidder will enter into a CCDC 2MA – 2016 Work Authorization in compliance with the requirements of Request for Tender 244-24-TPL-RFT, the General Conditions of CCDC 2 Master Agreement 2016 and Supplementary Conditions and all Sections of the Attachments

[End of Appendix A]

APPENDIX B – SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one (1) person to be the Bidder's contact for the Process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Contact Name and Title:	
Contact Phone:	
Contact Email:	

2. Offer

The bidder has carefully examined the RFT documents and has a clear and comprehensive knowledge of the Deliverables required under the RFT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the RFT, including the Form of Agreement and offers to provide the Deliverables in accordance therewith at the rates set out in the Rate Bid Form.

3. Rates

The Bidder has submitted its rates in accordance with the instructions in the RFT and in the Rate Bid Form set out in Appendix C.

4. Addenda

The bidder is deemed to have read and accepted all addenda issued by the Library prior to the Deadline for Issuing Addenda. The onus remains on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: _____ . Bidders who fail to complete this section will be deemed to have received all posted addenda.

5. Compliance with Policies

By completing this Submission Form, the Supplier declares that the Supplier and its proposed Subcontractors agree to comply with Library's and City's policies:

- a) Financial Control Policy
- b) [Procurement Processes Policy](#)
- c) [Municipal Freedom of Information and Protection of Privacy Act](#)
- d) [City of Toronto's Fair Wage Policy](#)
- e) [Occupational Health and Safety Act](#)

Copies of the above policies are available on request.

By signing this Submission Form, the bidder agrees to be bound by the policies listed above, whether the bidder has obtained copies of the policies or not. Without limiting the bidder's acknowledgement of the Library's policies, the bidder agrees to provide the Library with ongoing disclosure of any changes to compliance with any policies during the Process or the term of any contract.

6. Declarations

By signing and submitting this form the bidder declares the following:

- It has read and understands its obligations under the Library's Supplier Code of Conduct and further certifies that the bidder, and any of its proposed subcontractors, shall agree to provide the services in compliance with the Library's Supplier Code of Conduct. The Library's Supplier Code of Conduct can be viewed at the link below:
<https://www.torontopubliclibrary.ca/terms-of-use/library-policies/purchasing-policy.jsp#Supplier>
- That (a) there was no Conflict of Interest in connection with preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFT process. For these purposes a Conflict of Interest is as described in the Library's [Purchasing Policy](#).
- that it has no affiliation or other relationships with other bidders that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

7. Disclosure of Information

The bidder hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure by the Library of this response, on a confidential basis, to the advisers retained by the Library to advise or assist with the RFT process, including with respect to the evaluation of this response.

I/we hereby submit my/our response for the provision of the goods and/or services as described within this RFT.

Signature of Bidder Representative

Signature of Bidder Representative

Name of Bidder Representative

Name of Bidder Representative

Title of Bidder Representative

Title of Bidder Representative

Date

Date

I have the authority to bind the Bidder.

I have the authority to bind the Bidder.

THIS MANDATORY FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE OR YOUR SUBMISSION MAY BE DECLARED INVALID.

[End of Appendix B]

APPENDIX C – RATE BID FORM

Bidders must provide a cost based on the requirements outlined section Appendix E – RFT Particulars – Section A (The Deliverables) without any additional per diem expenses such as accommodation, parking, meals, and mileage. Bidders will be required to complete the following Bid Table:

244-24-TPL -RFT Bid Table (BT-09HI)

The Bid Table must be completed on the Library's Online Procurement system.

Link provided below:

<https://torontopubliclibrary.bonfirehub.ca/opportunities/83909>

[End of Appendix C]

APPENDIX D – REFERENCE FORM

INTENTIONALLY LEFT BLANK. NOT REQUIRED FOR PRE-QUALIFIED GENERAL CONTRACTORS.

[End of Appendix D]

APPENDIX E – RFT PARTICULARS

A. THE DELIVERABLES

Bidders shall refer to the following RFT Attachments:

1. Attachment 1 – Specifications and Drawings

Thorncliffe Library is located at 48 Thorncliffe Park Drive, Toronto, ON M4H 1J7

The anticipated completion date is early 2025, or 4 months after Award.

B. MATERIAL DISCLOSURES

Bidders shall refer to the Deliverables, which include the necessary information to provide a comprehensive bid.

In addition to the Submission Form (Appendix B) and Rate Bid Form (Appendix C) bidders must submit the following general requirements in the form of electronic submission by the Submission Deadline.

1. BID BOND

Bidders must provide a Bid Bond for the Library's approval and made payable to the Library in the amount of **ten percent (10%)** of the Bid Price. The Bid Bond may be used in part or in whole, at the discretion of the Library, in the event that after award, the undersigned fails to enter into a Contract for the Work. By submitted a bid the bidder acknowledges that the Bid Bond is enforceable by the Library up to the expiry of the selection of a bidder. The Bid Bond shall be signed and sealed by the Bidder and by a licensed surety company, authorized to carry on business in the Province of Ontario, and having a place of business in Ontario.

A digital Bid Bond is to be uploaded to the Library's Online Procurement System, which meets all of the following requirements:

- include a method of authentication that confirms "integrity of content" - the digital Bid Bond shall include assurances that the document received is the true document executed and that the content has not been changed or altered. All instructions for accessing authentication shall be included with the uploaded digital Bid Bond;
- be verifiable and enforceable - the digital Bid Bond shall include assurances that the document was duly executed by the parties identified and that it is enforceable at law. Such assurances require the use of a third-party digital service provider; and
- be digitally signed and sealed – the digital Bid Bond shall contain digital signatures and valid digital seals.

A scanned copy of an original paper bid bond is not an acceptable digital Bid Bond. The Bidder and its surety company should refer to the e-bonding information on Surety Association of Canada's website which includes: a list of third parties that provide online

surety digital bond services (the Library does not endorse or promote any specific third party electronic surety bond service provider) and a checklist of industry requirements for e-bonding solutions which sets out the requirements for digital bonds.

Failure of a Bidder to submit a Bid Bond, in compliance with the requirements of this section may result in the Bid being rejected as non-compliant.

2. AGREEMENT TO BOND FORM - PERFORMANCE AND LABOUR & MATERIAL PAYMENT BONDS

In accordance with GC 11.2 of the General Conditions of the Contract and the Supplementary Conditions, Bidders must submit an Agreement to Bond form (Surety's Consent) for the following:

- a Performance bond in the amount equal to at least fifty percent (50%) of the Contract Price, and
- a Labour and Material bond in the amount equal to at least fifty percent (50%) of the Contract Price.

Bids not containing an Agreement to Bond form that meets the Library's requirements, may be declared informal. Photocopy and fax reproductions of original Agreements to Bond are acceptable provided a witness and/or a seal is visible on the transmitted copy.

Agreement to Bond forms are to meet the following requirements:

- a) Surety is duly authorized to transact business in the Province of the Ontario
- b) Project title reasonably matches bidding documents as deemed by the Library
- c) "Toronto Public Library" is identified as the Obligee
- d) Bidder (proper legal name) is identified as Principal
- e) The Agreement to Bond remains valid for the entire bid irrevocability period identified in section 3.1.5 (specified in the Bidding Documents) plus one (1) business day minimum.
- f) The amount of the bonds matches the contract requirements.
- g) The Agreement to Bond is signed by a duly appointed officer of the Surety and either witnessed and/or sealed.

3. SUBMISSION OF VALID WORKPLACE SAFETY & INSURANCE BOARD (WSIB) CLEARANCE CERTIFICATE

4. LIST OF SUBCONTRACTORS (Q-26VW)

PRE-CONDITIONS OF AWARD

Upon selection and prior to Award, the selected Bidder must provide:

1. a certificate of insurance as per the RFT requirements, in accordance with GC 11.1 of the General Conditions of the Contract and the Supplementary Conditions, with the Toronto Public Library Board and the City of Toronto as an additional insured.; and
2. 50% Performance Bond and 50% Labour and Material Payment Bond, as prescribed in the Construction Act (Form 31 and Form 32), in accordance with GC 11.2 of the General Conditions of the Contract and the Supplementary Conditions

SUBSTITUTIONS

The Library and its consultants do not intend to consider and/or act upon, applications by Bidders for substitutions prior to bid closing. Do not propose substitutions on the Bid Form since they will be subject to interpretation i.e., as a qualification that may lead to a declaration of the bid as informal.

HOURS OF WORK

The Library will be closed during construction, but the community centre will remain open. Noisy work must be done after-hours. Hours of work to be in accordance with City of Toronto noise bylaws: Monday to Friday 7 am to 7 pm, and no work is to be conducted on Sundays. If construction work is required after these hours, the Contractor has to request it with 48 hours notice for approval.

C. EVALUATION OF PRICING

One (1) compliant bidder with the lowest cumulative price will be recommended for award.

[End of Appendix E]