



The Corporation of the City of Richmond Hill

Request for Roster Candidates

For

HVAC Maintenance and Repairs

Request for Roster Candidates No.: RFRC-2510126

Issued: April 10, 2025

Submission Deadline: May 8, 2025; at 2:00 p.m.

***** ELECTRONIC BID SUBMISSIONS ONLY *****

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UNDER SEPARATE ATTACHMENT:

- APPENDIX D – Form of Agreement

Referenced Documents:

- RFRC-2510126 Attachment A–Contractors and Supplier Environmental Responsibilities
- RFRC-2510126 Attachment B - Facilities List

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Request for Roster Candidates (the “RFRC”) is an invitation by The Corporation of the City of Richmond Hill (“the City”) to prospective Bidders to qualify in accordance with Evaluation of Responses (Part 2) for future eligibility to provide HVAC maintenance and repair services, as further described in Section A of the RFRC Particulars (Appendix C) (the “Deliverables”).

1.2 Type of Contract for Deliverables

The City intends to establish a roster of suppliers consisting of the top four (4) highest bidders. This roster will commence July 1, 2025 and remain in effect for a three-year term, concluding on June 30, 2028. Selected bidders will be invited to enter into an agreement in the form set out in Appendix D (the “Master Agreement”), which will govern the potential subsequent provision of the Deliverables through second-stage competitive processes or assignments.

1.3 RFRC Timetable

Event	Date
Issue Date of RFRC	April 10 th 2025
Deadline for Questions	April 28 th , 2025
Deadline for Issuing Addenda	May 6 th , 2025
Submission Deadline	May 8 th , 2025 at 2:00 p.m.
Rectification Period	2 Business Days
Anticipated Selection of Bidders	May 28 th , 2025

The RFRC timetable is tentative only and may be changed by the City at any time.

1.4 Bidding System Registration

The City will only consider submissions received from Bidders who have registered with the City’s electronic bidding system at <https://richmondhill.bidsandtenders.ca> (the “Bidding System”) and have obtained the RFRC directly from the Bidding System.

All Bidders must establish a Bidding System account and be registered as a Plan Taker for the bid opportunity, which will enable the Bidder to download the RFRC, to receive addenda email notifications, download addenda and to provide their submission electronically through the Bidding System.

1.5 RFRC Contact and Bidders' Questions

1.5.1 RFRC Contact

For the purposes of this procurement process, all communications in relation to this RFRC must be made to the RFRC contact through the Bidding System, unless specifically instructed within the RFRC document.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than the RFRC Contact. Failure to adhere to this rule may result in the disqualification of the Bidder and the rejection of the Bidder's submission.

Post bid closing communications in relation to this RFRC may be made to the Procurement Services at purchasing@richmondhill.ca

1.5.2 Bidders' Questions

Prior to the Deadline for Questions, Bidders may ask questions or seek additional information in relation to this RFRC through the Bidding System using the "Submit a Question" link associated with this bid opportunity. The City will not accept Bidder's questions or requests for information by any other means, except as specifically stated in this RFRC.

1.6 Submission

1.6.1 Electronic Submission Only

Submission must be submitted electronically through the Bidding System. The City will not accept submission received by any other method.

1.6.2 Submissions must be Received on Time

Submissions will only be accepted if they are received by the Bidding System by no later than the Submission Deadline. The Submission Deadline will be determined by the Bidding System clock. The timing of the submission is based on when the submission is **received** by the Bidding System, regardless of when the Bidder began the submission process. Onus and responsibility rest solely with the Bidder to ensure its submission is received by the Bidding System by no later than the Submission Deadline.

Bidders are advised that transmission of submissions can be delayed due to file transfer size, transmission speed and other issues. Bidders are strongly encouraged to allow sufficient time to upload their submission and attachment(s), if applicable, and to resolve any issues that may arise. Bidders making submissions near the Submission Deadline do so at their own risk.

The Bidding System will send a confirmation email to the Bidder advising that their submission was successfully received.

1.6.3 Acknowledgement of Addenda

It is the responsibility of the Bidder to have received all addenda to this RFRC that have been issued by the City through the Bidding System. Bidders will be required to check a box for each addendum and any applicable attachments that have been issued before a Bidder can submit their submission in the Bidding System.

Bidders must check the Bidding System for any addenda up until the Submission Deadline.

If a submission is submitted before an addendum is issued, the Bidding System will automatically withdraw the submission and identify the status of the submission as incomplete (not accepted by the City). The withdrawn submission can be viewed by the Bidder in the “MY BIDS” section of the Bidding System. The Bidder is solely responsible for:

- (a) reviewing the status of their submission;
- (b) making any required adjustments to their submission;
- (c) acknowledging the addendum; and
- (d) ensuring the submission is re-submitted and received by the Bidding System by no later than the Submission Deadline.

The City will not be responsible for the withdrawal of a submission due to the Bidder’s failure to acknowledge any addenda issued prior to the Submission Deadline.

1.6.4 Amendment of Submissions

If a Bidder wishes to amend a completed submission prior to the Submission Deadline, the Bidder may withdraw the submission and submit a revised one prior to the Submission Deadline through the Bidding System. The Bidder is solely responsible for ensuring that the revised submission is received by the Bidding System by no later than the Submission Deadline.

1.6.5 Withdrawal of Submissions

At any time throughout the RFRC process, a Bidder may withdraw a submission. Prior to the Submission Deadline, the Bidder may withdraw the submission through the Bidding System. To withdraw a submission after the Submission Deadline, a notice of withdrawal must be sent to the RFRC Contact and must be signed by an authorized representative of the Bidder. The City is under no obligation to return withdrawn submissions.

1.7 AODA Accessible Documents

If you require this document in an alternative format, contact purchasing@richmondhill.ca.

[End of Part 1]

PART 2 – EVALUATION

2.1 Stages of Evaluation

The City will conduct the evaluation of submissions in the following stages:

2.2 Stage I Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements as set out in listed in Section C of the RFRC Particulars (Appendix C). If a bid fails to satisfy all the mandatory submission requirements, The City will issue the bidder a rectification notice identifying the deficiencies and provide the bidder an opportunity to rectify the deficiency. If the bidder fails to satisfy the mandatory submission requirements within the Rectification Period, its bid will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the bidder. Bidders that fail to satisfy the mandatory submission requirements will be excluded from further consideration.

2.3 Stage II Rated Criteria

The City will evaluate each qualified submission on the basis of the non-price rated criteria as set out in Section E of the RFRC Particulars (Appendix C). Bidders who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process and will be excluded from further consideration.

2.4 Stage III Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified submission in accordance with the price evaluation method set out in Pricing (Appendix B).

2.4 Selection

After the completion of Stage III, all scores from Stage II and Stage III will be added together and Bidders will be ranked based on their total scores. The top 4 ranked bidders will be invited to enter into the Agreement. The selected bidders will be notified in writing and will be expected to satisfy any applicable conditions of this RFRC including the pre-conditions of award listed in Section D of the RFRC Particulars (Appendix C), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the bidder and the selection of the next ranked bidder.

2.5 Notification of Bidders

Bidders shortlisted by the City will be so notified by the City through the Bidding System.

2.6 Second-Stage Competitive Process

The shortlisted bidders will then be eligible for assignments or invitational second-stage competitive processes.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFRC PROCESS

3.1 General Information and Instructions

3.1.1 Bidders to Follow Instructions

Bidders should structure their submissions in accordance with the instructions in this RFRC. Where information is requested in this RFRC, any response made in a submission should reference the applicable section numbers of this RFRC.

3.1.2 Submissions in English

All submissions are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

In the evaluation process, the City may consider the Bidder's past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFRC Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFRC or issued by way of addenda. Any quantities shown or data contained in this RFRC or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general scale and scope of the Deliverables. It is the Bidder's responsibility to obtain all the information necessary to prepare a submission in response to this RFRC.

3.1.6 Bidders to Bear Their Own Costs

The Bidder will bear all costs associated with or incurred in the preparation and presentation of its submission, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Submission to be Retained by the City

The City will not return the submission or any accompanying documentation submitted by a Bidder.

3.1.8 No Guarantee of Volume of Work or Exclusivity

The City makes no guarantee of the value or volume of work to be assigned to the successful Bidders.

Any resulting contracts executed with the selected Bidders will be non-exclusive agreements for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFRC

3.2.1 Bidders to Review RFRC

Bidders should promptly examine all of the documents comprising this RFRC and should report any errors, omissions or ambiguities through the Bidding System prior to the Deadline for Questions. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than by addenda issued by the RFRC Contact through the Bidding System. It is the responsibility of the Bidder to seek clarification from the RFRC Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the Bidder concerning this RFRC or its process.

3.2.2 All New Information to Bidders by Way of Addenda

This RFRC may be amended only by addendum. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFRC, such information will be communicated to all Bidders by addendum through the Bidding System. Each addendum forms an integral part of this RFRC.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating submissions, the City may request further information from the Bidder or third parties in order to verify, clarify or supplement the information provided in the Bidder's submission, including but not limited to clarification with respect to whether a submission meets the mandatory technical requirements set out in Section C of the RFRC Particulars (Appendix C). The City may revisit and re-evaluate the Bidder's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Bidders

Once an agreement is executed by the City and the selected Bidders, the other Bidders may be notified directly in writing and will be notified by public posting in the same manner that this RFRC was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Unsuccessful Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFRC Contact and must be made within twenty-one (21) days of such notification. The intent of the debriefing information session is to aid the Bidder in presenting a better submission in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Procurement Protest Procedure

After a Debriefing, if a Bidder wishes to challenge the bid process, it should provide written request for review in writing within seven (7) days of the Debriefing to the RFQ Contact. The notice must provide a detailed explanation of the Bidder's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFRC, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFRC process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - i. having, or having access to, confidential information of the City in the preparation of its submission that is not available to other Bidders, or
 - ii. communicating with any person with a view to influencing preferred treatment in the RFRC process (including but not limited to the lobbying of decision makers involved in the RFRC process), or
 - iii. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFRC process or render that process non-competitive or unfair, or
- (b) in relation to the performance of its contractual obligations in a City contract for the Deliverables, the Bidder's other commitments, relationships or financial interests':
 - i. could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - ii. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a Bidder for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, that constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a Bidder, rescind a notice of selection or terminate a contract subsequently entered into if the City determines that the Bidder has engaged in any conduct prohibited by this City which may include but is not limited to the following:

- a) Collusion: The Bidder engaged in any form of collusion with another supplier during the preparation of its submission, including any comparison of figures or coordination with another supplier or any other any illegal business practices, including activities such as bid-rigging, or price-fixing.
- b) Communication During Blackout Period: The Bidder, between the issuance of this Request and notice of an award, communicated about this procurement request with:
 - (i) City staff, consultants or sub-consultants involved in this Bid, except through or as authorized by Procurement Services staff; or
 - (ii) any member of Council, including by requesting to appear as a delegation in front of Council or any committee.
- c) Interference with Other Suppliers: The Bidder threatened, intimidated, harassed, or otherwise interfered with another Bidder's submission or performance of a City contract.
- d) Misrepresentation in Submission: The bidder submitted a bid containing misrepresentations or other misleading, or inaccurate information.
- e) Unethical Conduct: The Bidder engaged in any unethical conduct, including lobbying in an attempt to influence the selection of the successful Bidder or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Bid.

3.4.4 Bidder Not to Communicate with Media

Bidders must not at any time directly or indirectly communicate with the media in relation to this RFRC or any purchase order issued or any agreement entered into pursuant to this RFRC without first obtaining the written permission of the City.

3.5 Supplier Suspension

The City may prohibit or suspend a Bidder from participating in a procurement process based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) Documented poor performance in a previous contract in areas such as schedule adherence, workmanship quality, or contract and project management, health & safety, or environmental compliance.
- (b) failure to perform or complete performance of a Contract.
- (c) the refusal of the Bidder to enter into a contract after the Bidder's submission has been accepted.

- (d) the Bidder, any affiliate of that Supplier, or any principal, officer or director of the Bidder, directly or indirectly through another corporation or other business entity is in litigation with the City.

3.6 Confidential Information

3.6.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFRC either before or after the issuance of this RFRC.

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

3.6.2 Confidential Information of Bidder

Bidders are advised that the City is governed by Ontario's Municipal Freedom of Information and Protection of Privacy Act *R.S.O. 1990, c.M.56, as amended* ("MFIPPA") and information submitted to the City in response to this RFRC may be subject to disclosure under MFIPPA. A Bidder should identify any information in its submission or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City and is advised to consult with their own legal advisors regarding the appropriate way to identify such information. The City will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFRC process, including the evaluation of bids. If a Bidder has any questions about the collection and use of information pursuant to this RFRC, questions are to be submitted to the RFRC Contact.

3.7 Procurement Process Non-binding

3.7.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFRC will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Bidder nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a submission submitted in response to this RFRC.

3.7.2 No Contract until Execution of Written Agreement or Acceptance of a Purchase Order

This RFRC process is intended to identify prospective suppliers for the purposes of entering potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the Bidder and the City by this RFRC process until the execution of a written agreement or the acceptance of a purchase order for the acquisition of such goods and/or services.

3.7.3 Non-binding Price Estimates

While the pricing information provided in submissions will be non-binding prior to the execution of a written agreement or the acceptance of a purchase order, such information will be assessed during the evaluation of the submissions and the ranking of the Bidders. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement or issue a purchase order for the Deliverables.

3.7.4 Cancellation

The City may cancel or amend the RFRC process without liability at any time.

3.8 Governing Law and Interpretation

These Terms and Conditions of the RFRC Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will 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 3]

APPENDIX A – SUBMISSION FORM

Bidders should refer to the instructions attached to the solicitation for the Appendix A - Submission Form requirements and provide that information in accordance with the instructions provided in the bidding system.

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APPENDIX B – PRICING

1. Instructions on How to Provide Pricing

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which will be in addition to the price quoted.

2. Evaluation of Pricing

Pricing is worth **30** points of the total score.

Pricing will be scored based on a relative pricing formula using the Total Amount set out in the Pricing Form. Each Bidder will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\frac{\text{lowest price}}{\text{bidder's price}} \times \text{weighting} = \text{bidder's pricing points}$$

3. Required Pricing Information

Bidders shall complete the Bidding System Schedule of Prices.

APPENDIX C – RFRC PARTICULARS

A. THE DELIVERABLES

The intent of this Request for Roster Candidates is to solicit information from bidders outlining their capabilities, qualifications, and relevant experience for the provision of HVAC repairs, installations and preventative maintenance services on an “As and when” required basis.

Successful Suppliers will:

- be expected to coordinate and complete the Work in cooperation with City’s consultants and/or with staff;
- be responsible for the supply of all labour, materials, equipment and other resources necessary to successfully complete the Work
- carry out the work based on the unit rates provided in the Schedule of Prices

The general scope of the services which may be required for any work is described below. While the descriptions include services anticipated to be required at this time, they are not intended to be an exhaustive list and the general scope of any specific work may vary from the descriptions below.

Scope of Services:

The general scope of services includes but is not limited to the following list.

- (a) Maintenance, troubleshooting and repair of different types HVAC systems;
- (b) Annual, semi-annual and monthly Inspections;
- (c) Emergency diagnosis and repairs of HVAC systems during operation.

1. Description of Contract work and responsibilities:

For the purpose of this RFRC, the following times frames are defined as:

- Regular hours: Monday to Friday (7:00 a.m. to 7:00 p.m.)
- Overtime hours: Monday to Friday (12:00 a.m. to 6:59 a.m.; 7:01 p.m. to 11:59 p.m.)
- Weekend hours: Saturday 12:00 a.m. to Sunday 11:59 p.m.
- Statutory holiday hours: 12:00 a.m. to 11:59 p.m.

Scheduled Work:

All work must be properly coordinated with the City’s representative. The supplier shall provide a minimum of three (3) business days’ notice to the City prior to performing any scheduled repair work.

The supplier shall, at his own expense, safely dispose of all replaced material, and hazardous waste materials to a suitable disposal site in accordance with applicable standards.

a) Regular (Non-emergency) Call-Outs:

Non-Emergency call outs shall be performed during regular hours, i.e. Monday to Friday 7:00 a.m. to 7:00 p.m., excluding Statutory holidays (“Regular Hours”).

Response time:

The supplier shall respond to requests for estimates for non-emergency work within two (2) business days and provide written estimates within five (5) business days. It shall be the supplier's responsibility to ensure they have all of the information necessary to prepare complete and accurate estimates.

The Supplier is expected to start all non-emergency projects within two (2) business days upon approval of the estimates and notification from the City.

The supplier shall provide written "not to exceed" estimates on assigned work or lump sum quotations on projects whenever requested by the City. Written estimates shall include the estimated number of hours, hourly rate (as quoted in the Schedule of Prices), number and types of employees required, estimated material cost and percentage markup (as quoted in the Schedule of Prices) and number of calendar days required for project completion.

b) After -Hour (Emergency) Call-Outs:

All work requested outside of the non-emergency time frames mentioned in Section 1.a) shall be considered EMERGENCY after-hours service and shall be charged at the hourly rates submitted in the Schedule of Prices.

The supplier shall be on call to the City and available to respond to emergency call-outs whenever deemed necessary by the City (365 days per year, 24 hours per day) and shall provide a twenty-four (24) hour call answering service. Prior to commencing work, the supplier shall provide the City with the emergency phone number to their call centre or the name(s) and telephone number(s) of his/her representative who can be contacted twenty-four (24) hours per day, seven (7) days per week.

For the purpose of this RFP, an emergency is defined as any condition which is a threat to the health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by and in the sole opinion of the City.

The supplier shall be able to provide adequate staff and equipment to be capable of responding to a minimum of two (2) concurrent emergency calls.

Response time:

- The City requires a guaranteed 1-hour response time to the Place of Work, seven (7) days per week, twenty-four (24) hours per day; and
- A 30-minute call back response time to the City via cellular telephone.

2. Invoicing

The Supplier, and if required, subcontractor labour, shall be invoiced at the hourly rates and markup percentage contained in the Schedule of Prices and shall be only paid for the productive hours while at the location in which the Work is to be conducted (the "Place of Work"). Time spent for the transportation of workers, material acquisition, handling and delivery, or movement of the Supplier-owned or rental equipment is not chargeable directly but is overhead and shall be included in the labour hourly rates and markup percentages submitted in the Schedule of Prices. The labour hourly rates and markup percentages submitted in the Schedule of Prices shall include vehicle and delivery costs. No extra charges will be paid for vehicle costs or delivery of materials.

In the event that there is any specialty labour that is required but is not listed in the Schedule of Prices, it must be pre-approved by the City's Facility Management Division and will be paid as Subcontractor as set out in the Schedule of Prices.

3. Repairs, Replacement and Supply of Parts and Materials

a) Work Order:

The Supplier shall receive approval from the work order issuer prior to commencing any repairs for which repair or material charges may apply.

During the execution of the work, the supplier shall promptly advise the work order issuer:

- i. Any contradictions, discrepancies or errors found or noted in the work order.
- ii. Supplementary details, instructions or directions that do not correspond with those contained in the work order; and
- iii. Any omissions, or other faults, that become evident and that should be corrected in order to execute the work in accordance with good standard practice.

After the Supplier advises the work order issuer of such conditions, except in emergency situations, no further work in the affected area shall be completed until instructions rectifying the situation are received in writing from the work order issuer. Should the Supplier fail to comply with these requirements, the Supplier shall be held solely responsible for any resulting circumstances, conditions and costs.

- a) Materials to be supplied shall be new, meeting original equipment manufacturer (OEM) specifications, but are not required to be provided by the OEM.
- b) Materials shall be defined as any items and parts that become a component of the

structure on which work is performed.

- c) At the request of the City, suppliers may be requested to itemize costs in excess of \$25.00 separately on the invoices.
- d) Supplier's invoices for materials on individual items greater than \$200.00, which have been purchased by the Supplier for the repair, must be attached to the Supplier's invoice.
- e) Supplies shall be defined as the necessary items used to perform the repairs and shall be included in the hourly rates quoted in the Schedule of Prices along with all the necessary labour, equipment, tools, transportation, etc.
- f) The supplier shall deliver all goods to the City delivery and all other charges pre-paid, F.O.B. Destination.

b) Parts and Materials Mark-up:

The material mark-up percentage (%) submitted in the online Schedule of Prices shall be applied to the before tax total indicated on the original supplier's invoice. All materials and/or equipment installed shall be invoiced at the supplier's actual cost to the before tax total indicated on the original supplier's invoice and shall include any and all discounts offered by their supplier. Discounts shall be shown on the original invoice. Only original supplier's invoices shall be submitted for payment.

Material prices are subject to verification by the City in its sole discretion, and Supplier invoices must be provided to substantiate all parts charged to the City, upon request. Supplier material mark-up percentage is to be applied on a per work order or project basis, not per item.

The City may, at its sole discretion, furnish the materials or equipment to be used by the supplier.

c) Sub-contractor Mark-up:

If the City approves the use of a sub-contractor, the sub-contractor must adhere to the same material mark-up percentages (%) in the Schedule of Prices submitted by the Supplier.

The sub-contractor mark-up percentage (%) submitted in the online Schedule of Prices shall be applied to the before tax total indicated on the original sub-supplier's invoice. Sub-contractor prices are subject to verification by the City, and sub-contractor invoices must be provided to substantiate all fees charged to the City, upon request.

d) Warranty:

All parts and materials to be supplied and installed shall be new and warranted for a minimum of one (1) year. All labour for repairs shall have a one (1) year warranty with exception of emergency repairs that are made to prevent further damage.

4. Reports

One (1) electronic copy of the report shall be sent to the City's designated email address. The records shall include but not be limited to the following reporting items:

- a) Supplier's name, address and telephone number;
- b) Name and address of building;
- c) Date of service;
- d) Start time and completion time of service as stated on the work order.
- e) Name and signature of person performing the service;
- f) Description of unit including location, manufacturer, model number and serial number;
- g) Details of work performed and repairs made, and description of like for like material used with available part numbers
- h) Root cause of any failure or repair.
- i) Before and after pictures upon request, if and when necessary
- j) Work order number and/or purchase order number
- k) Any further corrective actions that need to be taken.
- l) The name of the City employee requesting the service

5. Conditions of the Work

- a) The supplier shall be responsible for all associated permits (if required), including submission, payment and providing a copy of final inspection to the City of Richmond Hill.
- b) All work shall be performed by the supplier according to the standards of industry best practices and to the complete satisfaction of the City. All work performed by the supplier shall be to a professional standard, complying with all regulatory requirements of the Canadian Standards Association, the Electrical Safety Authority, Occupational Health and Safety Act, 1990, and Provincial and Municipal building codes.
- c) It shall be the responsibility of the supplier to comply with all City and Provincial ordinances by securing the necessary permits (if required). Permit Fees shall be paid for by the City.
- d) All work shall be performed in a skillful and workmanlike manner. The City may, from time to time, make inspections of the work performed under this contract. Any

inspection by the City does not relieve the supplier from any responsibility regarding defective parts, equipment or service.

- e) The supplier shall be responsible for removing all debris from the Place of Work and thoroughly cleaning affected areas. The supplier shall keep the City's facilities free of debris and unusable materials resulting from their work. The supplier shall leave all affected areas in a condition equal to or better than the condition prior to beginning work.
- f) The supplier shall make all necessary repairs in such a manner that does not damage City property. In the event damage occurs to City property by reason of any repairs or installations performed under this Contract, the supplier shall replace or repair the same at no cost to the City. If damage to City property caused by the supplier has to be repaired or replaced by the City, the cost of such work shall be deducted from any monies owed to the supplier by the City.
- g) All repair work shall be performed at the Place of Work. If it is necessary to move a component to the supplier's shop for repair, the supplier shall immediately notify the City of the nature of repairs and the expected amount of time that the affected service will be out of commission. The City reserves the right to outsource services and/or parts if the downtime exceeds twelve (12) hours, or the supplier is unable to obtain replacement parts/components within twelve (12) hours.
- h) The supplier agrees to retain all financial books, records, and other documents relevant to this Contract for seven (7) years after final payment or until the resolution of any audit queries which could be more than seven (7) years, whichever is longer.
- i) All hot work including welding, pipe work, cutting and patching with torches shall be pre-approved by the City and may require a hot work permit. Fire safety systems, including smoke detectors shall be by-passed prior to commencement of work and any permits obtained to do so by the Supplier (i.e. Fire Protection System impairment permit). In the event that any hot work performed by the Supplier without prior City notification and results in the activation of the fire alarm system, any and all costs incurred by the City shall be deducted from monies owed to the Supplier by the City.
- j) .
- k) The City shall be entitled to inspect the work at any time and the supplier shall provide access to the work for such inspections.
- l) The City shall be the sole judge of the adequacy and completeness of the work.

6. Use of Premises

The supplier shall take reasonable measures in the execution of the work to:

- a) Minimize interference with the activities in the building; and
- b) Control noise during working hours; and
- c) Comply with all restrictions to parking and entrances to the building at all times; and
- d) Ensure that all work performed by the supplier is performed in a safe manner with regard to the health and safety of the public.

Only authorized employees of the supplier are allowed on the job premises. The supplier's employees MUST NOT be accompanied in their work area by acquaintances, family members, assistants or any other person unless said person is an authorized employee of the supplier.

7. Storage of Materials and Equipment

The supplier shall obtain permission from the City's initiator of the work regarding any required storage of materials and equipment. Any material and/or equipment storage shall be done in such a manner as not to interfere with the building's activities. The supplier shall be held responsible for any and all accidents and/or damage caused by negligence.

The City does not accept responsibility for the loss and/or damage any of material or equipment regardless of any approval to store any material or equipment at any of the City's facilities or grounds.

8. Labour and Products

- a) All work shall be performed by employees qualified and skilled in their trade. The supplier shall maintain good order and discipline among its employees engaged on the Work and shall not employ on the Work anyone not skilled in the task assigned to him or her. It is the supplier's responsibility to ensure all staff are properly licensed, trained and supervised in completing the Work.
- b) Unless otherwise stipulated elsewhere in the work order, the supplier shall provide and pay for labour, materials, products, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- c) Products provided shall be new unless otherwise specified. Products shall be of a quality best suited to the purpose required and their use and shall be subject to the approval of the City.

- d) The supplier shall, at the request of the City, remove from the work any persons who, in the opinion of the work order issuer:
- i. Are incompetent or disorderly;
 - ii. Interfere with the ability of the supplier, sub-contractors or other suppliers to perform the Work;
 - iii. Carry on an unlawful activity;
 - iv. Act in a manner inconsistent with the timely completion of the work;
 - v. Injure or attempt to injure any person or property; or
 - vi. Are not using all reasonable efforts to work safely or not following the City's safety procedures.

The supplier shall not permit any persons so removed to return to the Place of Work or any other City facility, at any time, in the capacity of an employee of the supplier.

- e) All of the supplier's employees shall wear a company uniform (shirt, vest and/or hat), identified with the company name at all times which shall meet the approval of the City.
- f) The supplier is required to have additional replacement staff available in the event a job extends beyond the maximum allowable time or if multiple jobs are required to be performed.
- g) If, in the opinion of the City, the force of workers, either in numbers or character, or the equipment or materials of the supplier is not adequate or appropriate for carrying out the Work in its entirety, and if the City shall notify, in writing, the supplier thereof, setting forth the matters complained of and the remedy required then the supplier shall forthwith increase or change the force of workers or provide such further or other equipment or materials as required by the City's notice, all at the supplier's expense.
- h) If the supplier omits, neglects, or refuses to comply with the instructions in writing of the City as to any portion or portions of the Work, the City may, at its sole option, proceed to do the work required and for that purpose, may hire such workers and procure such equipment and materials as may be necessary therefore, and may also make use of any equipment or materials belonging to the supplier found on the site of the Place of Work, and the expense thereof will be proper charge against the supplier.
- i) The supplier is responsible for ensuring that all equipment supplied by it or by any sub-contractor under the Contract complies with the requirements of the Contract and in particular with the requirements of the specifications for equipment, and that all suppliers of such equipment comply with such requirements. Failure on the part of a supplier to comply with such requirements shall not relieve the supplier of responsibility for ensuring that the requirements of the Contract are fulfilled.

9. Keys/Security System

The Supplier is required to sign out keys and security badge each day of service for the duration of the contract work from the security office at 225 East Beaver Creek - 905-771-2496 (the "Security Office"). If the work lasts more than a week, the Supplier shall notify the work order owner and the Security Office of his/her intention of keeping the assigned keys longer and verify that all precautionary measures are taken to safeguard these keys. In the event that the Security Office depletes the key inventory due to high volume of work, the Supplier may be asked to return the assigned keys to the security office daily. A provincial government photo ID and a business card are required to sign out keys.

The Supplier is responsible for the safeguarding of the assigned keys at all times while in his possession. In the event that the assigned keys are lost while in the care of the Supplier, the Supplier shall be responsible to undertake the cost to rekey all doors and facilities that the assigned keys control. The Facility Management Division shall initiate a claim with the Supplier's insurance company.

10. Responsibilities of the City

The City's representative shall be responsible for:

- a) Providing the supplier with a general description of the work and the materials and/or equipment which may be needed.
- b) Providing pre-authorization for overtime whenever required to complete the work. No payment for overtime premium hourly rates shall be paid for any work performed that did not receive pre- authorization from the City.
- c) Ensuring the Supplier adheres to all the conditions stipulated in Section 3 and 5.

11. Payment

Payment will be provided upon the satisfactory completion of the work. In the event that an invoice contains any work which has not been accepted by the City, the City may, at its sole discretion, pay the invoice with the value of the unaccepted work deducted from the invoice.

The Supplier shall submit its invoice in electronic form to the City's designated email address.

Each invoice shall include:

- i. The Purchase Order number and/or Work Order number
- ii. The location address where the work was performed and nature of work performed;

- iii. The breakdown of material used, i.e; quantity of material, material OEM numbers etc.;
- iv. All invoices/bills for supplies, equipment and material from all suppliers;
- v. The supplier's mark-ups as submitted in the Schedule of Prices;
- vi. The breakdown of labour which includes the number of hours worked and the hourly rate for each employee as submitted in the Schedule of Prices.
- vii. Any permits or safety plans completed for the work.
- viii. Any subcontractors deployed by the Supplier will also be required to provide the information from items (ii) to (vi) listed above for the portion of work that they executed.
- ix. The name of the City employee requesting the service.

12. Administration

A work order must be issued for any work up to \$10,000, and a purchase order must be issued for any work over \$10,000 or any facilities capital work that may be requested.

13. Supplier's Responsibilities and Control of the Work

The supplier shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the work orders/purchase order. The supplier shall be solely responsible for construction means, the maintenance and repair methods, techniques, sequences and procedures and for coordinating the various parts of the Work under the Contract.

The supplier shall be solely responsible for safety at the Place of the Work and for compliance with the rules, regulations and practices required by the applicable construction safety legislation.

The supplier shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The supplier shall engage and pay for registered professional personnel skilled in the appropriate disciplines to perform these functions where required by law or by the work order/purchase order and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

The supplier shall review the work order/purchase order and shall promptly report to the City and the Consultant any error, inconsistency or omission it may discover. If the supplier does discover any error, inconsistency or omission in the work order/purchase order it shall not proceed with the work affected until it has received corrected or missing information from the City or the Consultant. Additional work necessary due to the failure of the supplier to obtain clarification shall be performed at the supplier's expense.

The supplier shall prepare and update as required a construction schedule in a form acceptable to the City indicating the timing of the major activities of the Work such schedule to be prepared by the supplier and approved by the City prior to the commencement of work. The schedule shall be designed to ensure conformance with the required Contract Time. The supplier shall perform the Work in accordance with the approved schedule. The City reserves the right to request a schedule depending on the scope of the work.

The supplier shall contact the City immediately if any designated substances as defined in ONT.REG 490/09 including mould are discovered while performing while performing their work.

The supplier shall contact the City's staff person who initiated the work if access to the building is not granted onsite, and be given a reasonable amount of time to remedy the situation.

14. Superintendence

The Supplier shall employ a competent supervisor and necessary assistants, who do not have to be onsite while work is being performed but shall be available 24/7 and as and when required. In the event the site supervisor is required onsite for larger scale of projects as requested by the City on a case-by-case basis, the site supervisor will be paid at the same rate as the technician quoted in the Schedule of Prices. The supervisor shall be satisfactory to the City and shall not be changed without the consent and approval of the City.

15. Protection of Work and Property

The supplier shall protect the Work and the City's property and property adjacent to the Place of the Work from damage and shall be responsible for damage which may arise as the result of its performance or failure to perform under the Contract. Should the performance or non-performance by the supplier result in damage to the Work, the City's property or property adjacent to the Place of the Work, the supplier shall be responsible for the making good of such damage at its expense.

16. Use of the Work

The supplier shall confine its apparatus, the storage of Products, and the operations of its employees to limits indicated by laws, ordinances, permits or the work order and shall not unreasonably encumber the Place of Work with its Products, construction equipment and machinery.

The supplier shall not load or permit to be loaded any part of the Work with a weight or force that will endanger the safety of the Work.

17. Cleanup and Final Cleaning of the Work

The supplier shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the City, other suppliers or their respective employees.

Upon attaining completion of the Work, the supplier shall remove its surplus Products, tools, construction machinery and equipment not required for the performance of the remaining work. The supplier shall also remove waste products and debris other than that caused by the City, other suppliers or their respective employees, and leave the Place of Work clean and suitable for use by the City unless otherwise specified.

Before the Work shall be accepted by the City, the supplier shall put the Place of Work in satisfactory condition for operation. All rubbish and surplus material resulting from the Work shall be removed or disposed of as directed by the City.

18. Inspection of the Work

The City, its consultant if any, or staff if any and their authorized agents or representatives shall at all times have access to the Place of Work. If parts of the work for any Assignment are in preparation at locations other than the Place of the Work, the City, the consultant, if any, and their authorized agents or representatives shall be given access to such work whenever it is in progress. If work is designated for special tests, inspections or approvals by the City's instructions or the laws or ordinances of the Place of the Work, the Supplier shall give the City timely notice requesting inspection.

The Supplier shall arrange for inspections by other authorities and shall give the City and the consultant, if any, timely notice of the date and time.

Unless otherwise stated, the cost of normal, customary and any special testing and inspections shall be borne by the contractor. In the event the works are found to be defective, all subsequent inspection and testing costs shall be borne by the Supplier.

The City or the consultant, if any, may order any part or parts of the Assignment to be specially examined should it believe that such work is not in accordance with the requirements of the work order. If, upon examination, such work is found not in accordance with the requirements of the work order, the Supplier shall correct such work and pay the cost of examination and correction. If such work is found to be in accordance with the requirements of the work order, the City shall pay the cost of examination and replacement.

The Supplier shall furnish promptly to the City and the consultant two (2) copies of certificates and inspection reports relating to the Assignment.

19. Rejected Work

Defective work, whether the result of poor workmanship, the use of defective Products, or damage through carelessness or other acts or omissions of the contractor or any of its subcontractors and whether incorporated in the Work or not, which has been rejected by the City or the consultant, shall be removed promptly from the Place of the Work by the contractor or such subcontractor and replaced or re-executed promptly in accordance with the Contract Documents or work order/purchase order at the contractor's or such subcontractor's expense.

Other contractors' work destroyed or damaged by such removals or replacements shall be made good promptly at the contractor's expense.

If in the opinion of the City or consultant, if any, it is not expedient to correct defective work or work is not performed in accordance with the work order/purchase order, the City may deduct from the monies otherwise due to the contractor the difference in value between the work as performed and that called for by the work order/purchase order, the amount of which will be determined by the Director of Facility Design, Construction and Maintenance in his/her sole discretion.

The City or consultant, if any, shall not have any power to waive the obligations of the contract for the furnishing by the contractor of good material and of its performing good work as herein described and in full accordance with the work order/purchase order. No failure or omission of the City or the consultant, if any, to condemn any defective work or material shall release the contractor from the obligation to immediately remove and properly replace any defective or rejected work at any time upon the discovery of said defective or rejected work or material, at the contractor's sole expense. In the event that the contractor should refuse or neglect to remove any rejected work or material within forty-eight (48) hours after written notice from the City, such work or material may be removed by the City and at the contractor's sole expense.

20. Insurance

The insurance requirements may vary from project to project. Though the generic insurance requirements are provided in Appendix D Form of Agreement, this may not be an exhaustive list, and the City may request additional insurance requirements for certain work to be assigned.

21. Mobilization/Demobilization

Mobilization shall include all activities and costs for transportation and off-loading of personnel, equipment, and supplies/materials to the site, the establishment of offices, buildings, barriers, signage, fences, and other necessary facilities for the Contractor's operations at the site, readying equipment for the Work of the Contract, securing any required permits, contacting the City for any instruction and providing Work schedules and shop drawings to the City, as required and per project based on the Scope of Work.

Mobilization fees would apply on lump sum quoted projects involving site set-up and material requirements such as hoarding, batter boards, and fencing. It is envisioned that such costs would be applied one time early on in a project or possibly at the beginning of a major project phase.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies/materials when no longer required, including disassembly, removal/disposal, and site cleanup of any facilities assembled on the site for the Contract, as required and per project based on the Scope of Work. Demobilization fees would apply on lump sum quoted projects involving site clean-up and restoration requirements including the removal of materials such as hoarding, batter boards, and fencing. It is envisioned that such costs would be applied one time near the end of a project or possibly at the ending of a major project phase.

22. AODA Obligations

In accordance with the City's obligations pursuant to Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the respondent will be required to ensure that all its employees, agents, volunteers, or others for whom at law it is responsible, receive training in relation to the provision of those applicable Deliverables to persons with disabilities.

B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFRC, if any, are set out below.

1. Assignment of Work

Bidders selected by the City through this RFRC process will be invited to undertake individual assignments, which will be allocated based on an equitable distribution. The pricing provided by bidders in their responses to this solicitation will apply to any assignments made.

Alternatively, bidders may be invited to participate in a secondary competitive process, where the assignment will be awarded to the lowest-priced bidder. Bidders will have the opportunity to improve their pricing during this secondary process.

2. Participation

Selected bidders included on the list of roster candidates are expected to accept assignments or participate in second-stage competitive processes where requested. Failure to participate in second-stage invitations or decline assignments a total of four (4) times during the term of the list may result in removal from the list. In such cases, the City reserves the right to replace the supplier with the next ranked bidder from the initial solicitation process.

3. No Negotiations

Please be advised that the City will not permit any changes to the contract terms and conditions after the bid closing date. Any requests for modifications must be made prior to the deadline for questions using the "Submit a Question" link associated with this bid opportunity. The acceptance of modifications will be made through an addendum. The City reserves the right to accept or reject any such requests at its sole discretion.

4. Subcontractor Restrictions

The Bidder company must have its own forces (no subcontracting) to perform the primary HVAC work. Subtrades and material suppliers may be subcontracted to complete a City project, the use and extent of trade sub-contractors will be determined on a project-by-project basis.

In the event of subcontracting, the following rules shall be followed:

- a. No sub-contracting will be allowed without prior approval by the Facility Management Division.
- b. The City reserves the right to accept or reject the employment of subcontractors for a future assignment or RFx.
- c. While the contractor is the agent for the City, the subcontractor becomes the agent for the contractor and must conform to all the terms and conditions of this RFRC.
- d. No subcontractor shall under any circumstances relieve the contractor of its liabilities and obligations under this Contract. Should any subcontractor fail to perform the work in a satisfactory manner, the City may, at its discretion, end and terminate such contract.
- e. The contractor shall be responsible for the cost incurred for the administrative work involved in the co-ordination of its sub-contractor(s) and shall be responsible for the final structural and operative condition of these works.

The contractor agrees to be responsible for payment of any employees or sub-contractors engaged, and when requested, shall furnish evidence to the satisfaction of the City that such amounts have been paid in full. The City shall have the right to withhold payment of such sum or sums of money due to the contractor that would be sufficient to cover any default in this regard. The contractor shall ensure all subcontractors and sub-trades understand the full extent of their responsibilities in order to complete the required maintenance work.

5. Contractors and Supplier Environmental Responsibilities

Contractors, including all its employees, must be familiar with and must be trained and capable of carrying out duties and functions arising from the Contractors and Supplier Environmental Responsibilities Package as provided in the Referenced Documents.

6. City of Richmond Hill Health & Safety Procedures

All Contractors working at City of Richmond Hill facilities shall attend training on the City of Richmond Hill's Health & Safety procedures at the beginning of the Contract. The estimated duration is two (2) to four (4) hours. Training will take place virtually or in person.

The City shall not be responsible for the cost of any time spent by the supplier's staff attending this training. It will be the responsibility of the contractor to provide this training on the City of Richmond Hill Health & Safety procedures to any/all new or transferred employees for the duration of the contract.

7. Compliance With Laws

All persons, partnerships, corporations or other legal entities who provide service to or perform work in City facilities shall do so in compliance with all applicable laws, statutes regulations, by-laws, rules, declarations, ordinances, directions, directives, orders, requirements, codes and policies then in effect, of all federal, provincial, municipal, local and other government and quasi-government authorities, departments, commissions and boards having jurisdiction.

8. Electronic Funds Transfer (EFT) Payment Process

The City of Richmond Hill has implemented an Electronic Funds Transfer (EFT) Payment Process. This enhancement will improve service to vendors by making payments electronically. The conversion to EFT will provide enhanced security, eliminate cheque fraud, reduce costs and improve the timing of payments. Contracts awarded through this procurement will be paid through EFT. For details on setting up your firm's EFT, please see the City web site at

<https://www.richmondhill.ca/en/shared-content/resources/documents/Electronic---Funds--Transfer--Form.pdf>

9. Referenced Documents

The following is a list of document(s) that are required references and are to be read as part of this assignment. Refer to the following available attachments:

RFRC-2510105 Attachment A – Contractors and Supplier Environmental Responsibilities

RFRC-2510126 Attachment B - Facilities List

C. MANDATORY SUBMISSION REQUIREMENTS

1. Online Submission Form (Appendix A)

Bidders shall complete Appendix A Submission Form in the Bidding System.

2. Online Pricing (Appendix B)

Bidders must include pricing information that complies with the instructions contained in Appendix B – Pricing.

3. Health and Safety History.

Bidders must provide an up-to-date **Workplace Injury Summary Report (WISR)** from Workplace Safety and Insurance Board (WSIB) showing the same company name that corresponds with details provided in the Bidder Information Table. CAD-7 Calculation form is not acceptable.

Bidders must disclose any critical injuries and /or fatalities from the last 5 years as well as any orders or charges under the Occupational Health and Safety Act and Regulations in relation to these incidents through the completion of the online **Health and Safety Incidence Disclosure** form. Bidders should be aware that a WSIB – Safety Check may also be reviewed by the City.

Bidders shall complete the Health and Safety Questionnaire form in the Bidding System to provide information on the Company's Health and Safety Program and management.

Bidders with an unacceptable health and safety history or responses will be disqualified.

4. Technical Standards and Safety Authority (TSSA) Contractors License.

The Bidder must hold a valid Technical Standards and Safety Authority (TSSA) contractor's license as evidenced by the copy provided. The name on the licence must match the respondent company's legal name as provided in the online Bidder Information Form.

5. Refrigeration and AC Mechanical License 313A.

At least one (1) individual named in Key Team members form must hold a valid "Refrigeration and AC Mechanical Licence 313A" issued by the Ontario College of Trades, with the licence number provided in the online form, and has a minimum of five (5) years of experience in HVAC system as shown in the online form and resume.

6. G1 Gas Technician Certificate.

At least one (1) individual named in the online Key Team members Form 2 must hold a valid "G1 Gas Technician Certificate" issued by the Technical Standards and Safety Authority (TSSA), with the certificate number provided in the online form, and must have a minimum of five (5) years of experience in HVAC system.

7. Other Online Mandatory Submission Requirements

Please see all other required forms in the online bidding system. The bid submission will not be complete unless all required documents are completed and submitted.

D. PRECONDITIONS OF AWARD

The selected Bidder(s) must satisfy the following conditions and provide the following information within fourteen (14) days of selection:

1. Workplace Safety and Insurance Board Clearance

The successful Bidder(s) must provide a valid, current Clearance Certificate declaring that they are registered with Workplace Safety and Insurance Board (WSIB) and has an account in good standing.

If WSIB coverage is not required by law to be carried by the successful Bidder(s), they shall provide one of the following:

- An Exemption Letter from WSIB, satisfactory to the City
- An Independent Operators Status Certificate issued by WSIB, or
- Such further and other evidence coverage as may be satisfactory to the City.

2. Insurance Certificate

The successful Bidder(s) must provide a current Certificate of Insurance for the coverages outlined in Appendix D Form of Agreement. Evidence of insurance will only be accepted on the City of Richmond Hill Certificate of Insurance Form(s). Fillable City Certificates of Insurance forms can be obtained at <http://www.richmondhill.ca/certificatesofinsurance>. The Insurance shall not be terminated or cancelled unless written notice of such termination or cancellation is given by the insurers to the City at least thirty (30) days before the effective date.

3. Form of Agreement

The successful Bidder(s) will be required to complete and provide to the City an executed agreement, provided under separate attachment as APPENDIX D – Form of Agreement.

E. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFRC. Bidders who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
F.1 Company Overview	10 points	N/A
F.2 Key Service Team Members Roles, Responsibilities and Experience	10 points	N/A
F.3 Previous Experience with Similar Projects	25 points	N/A
F.4 Service call Methodology, Documentation and Reporting	25 points	
Subtotal Technical Score	70 points	42 points
Pricing	30 points	N/A
Total Points	100	N/A

Each Bidder is to provide the following information in sufficient detail for the City to be able to fully evaluate the Bidder and its submission. Bidders are strongly encouraged to review the evaluation criteria and ensure the minimum requested information is provided in their

submission. The City's evaluation of submissions is guided by the rated criteria listed above and their respective details requested articulated below:

E.1 Company Overview:

Provide a description of your organization including the following details:

- Number of years in business. The City prefers companies with at least ten (10) years of relevant experience. Companies with less than ten (10) years of experience may receive lower scores during the evaluation process.
- Legal Structure of the Bidder: Corporation / Sole Proprietor / Partnership / Other
- Names and Titles of the Officers, Partners, Principal
- Total number of employees
- Provide a brief history of the company, the type of service your company provides and how your local office's core service work is similar to the scope of the deliverables in this contract. Describe your company's experience with HVAC projects similar to the scope outlined in this RFRC, and your company's capacity and service strengths related to the project requirements.
- A concise description of respondent's understanding of the required scope of work for the project, including the respondent's plan to achieve delivery of the outlined services within the required response time and schedule and confirming that the respondent's key personnel will be available for the duration of the service contract.
- Provide a description of the ownership, organization and management structure of the respondent company, including an organization chart of the local branch that will provide services.

F.2 Key Service Team Member Roles, Responsibilities, and Experience:

Identify and outline the roles and responsibilities of key team members who will be involved in providing the Deliverables including all licensed HVAC/gas technicians and apprentices/helpers, and describe their relevant expertise and experience. Describe each team member's certificates, and trade licenses and professional affiliations.

Preference will be given to the respondent companies whose listed employees have five years or more of experience in HVAC systems and have been directly employed by the respondent company for at least six (6) months prior to the RFRC submission date.

At least one (1) individual named in Key Team members form must hold a valid "Refrigeration and AC Mechanical Licence 313A" issued by the Ontario College of Trades, with the license number provided in the online form, and has a minimum of five (5) years of experience in HVAC system as shown in the online form and resume.

At least one (1) individual named in the online Key Team members Form 2 must hold a valid "G1 Gas Technician Certificate" issued by the Technical Standards and Safety Authority (TSSA), with the certificate number provided in the online form, and must have a minimum of five (5) years of experience in HVAC system.

Resumes of the key team members that will be working on this contract must be uploaded in the documents upload section, as well as and trade licences demonstrating the staff's relevant experience, qualifications, training (e.g. lockout tag out) and any other professional affiliations.

No subcontractors on the project team will be accepted. The Bidder company must have its own forces (no subcontracting) to perform the general contracting work. By completing the online Key Team Members Roles, Responsibilities and Experience form, the Bidder company confirms the proposed personnel are its own employees. The use and extent of trade sub-contractors will be determined on a project by project basis as part of the secondary tender call process.

Successful bidders must ensure that the individuals, along with their roles, responsibilities, and expertise, remain consistent with those identified in their submission. Substitution of key team members is not permitted without the prior written approval of the City.

F.3 Previous Experience with Similar Projects:

Provide information on a minimum of three (3) contracts of similar size and scope as outlined in this RFRC, for the provision of HVAC service contracts that were undertaken in the last six (6) years (i.e. projects that are still ongoing from anytime in 2019 to present). Project descriptions should clearly identify if the project was for the provision of HVAC services and what type of services were involved.

It is preferred that projects were performed within the public sector, and that the projects demonstrate experience with roof top units, air handlers, heat recovery ventilators and refrigeration systems.

It is preferred that the referenced projects are for long-term continuous HVAC services, not one-time service work.

All project experience submitted must be directly acquired or performed by the Bidder as shown on the Bidder Information Form. Experience attributed to, or gained through, former employment, partnerships, corporations (whether or not affiliated or otherwise associated with the Bidder), or joint ventures will not be accepted by the City.

F.4 Service call Methodology, Documentation and Reporting

Bidders are to provide samples of reporting documentation that are available and describe how they meet and/or exceed the general requirements. Bidders are to upload the following with their submission:

- Sample of a field/repair summary report
- Sample invoice

Bidders are to provide a description of their methodology and documentation standards for the services the Bidder company provides. This should include the following:

- Describe how service calls are tracked, processed and dispatched and what software is utilized to manage service calls and annual preventative maintenance work orders, using an example of a current contract. This overview should include details of the process from a call placed by the City to the payment of invoices, monitoring all performed services, reporting to the City, and monitoring payment and invoices. Include a description of communication techniques.
- Describe you company's technician resources and how your firm will ensure there is adequate staffing and equipment to be capable of responding to the City's emergency calls within one (1) hour and how you will ensure your firm can respond to a minimum of two (2) concurrent emergency calls.

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RFRC-2510126 - HVAC Maintenance and Repairs

Opening Date: April 10, 2025 2:00 PM

Closing Date: May 8, 2025 2:00 PM

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Schedule of Prices

The Bidder hereby bids and offers to enter into the Contract referred to and to supply and do all and any part of the Deliverables called for in this bid, at the unit prices, and/or lump sums hereinafter stated.

*Denotes a "MANDATORY" field. Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the City.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Schedule of Prices - Hourly Rates - Year 1

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which will be in addition to the price quoted.

Rates quoted by the respondent must be all-inclusive and must include all labour, material and equipment costs, all travel and carriage costs, all insurance and applicable bonding costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, travel, disbursements, and all other overhead, including any fees or other charges required by law.

The quantities indicated are estimated only and may be subject to change. The quantities are intended to be reflective of the annual requirements. The actual quantities under this contract are as & when required, with no fixed amounts implied or available.

Item #	Description	Estimated Quantity	Unit of Measurement	Unit Price *	Extended Price
1	Licensed HVAC/Gas Technician Regular hours Monday to Friday 7:00 a.m. – 7:00 p.m.	150	per hour		
2	Licensed HVAC/Gas Technician Overtime hours Monday to Friday 12:00 a.m. – 6:59 a.m.; 7:01 p.m. to 11:59 p.m.	30	per hour		
3	Licensed HVAC/Gas Technician Weekend hours Saturday 12:00 a.m. to Sunday 11:59 p.m.	3	per hour		
4	Licensed HVAC/Gas Technician Statutory Holiday hours 12:00 a.m. – 11:59 p.m.	2	per hour		
5	HVAC/Gas Technician Helper/Apprentice Regular hours Monday to Friday 7:00 a.m. – 7:00 p.m.	150	per hour		
6	HVAC/Gas Technician Helper/Apprentice Overtime hours Monday to Friday 12:00 a.m. – 6:59 a.m.; 7:01 p.m. to 11:59 p.m.	30	per hour		
7	HVAC/Gas Technician Helper/Apprentice Weekend hours Saturday 12:00 a.m. to Sunday 11:59 p.m.	3	per hour		
8	HVAC/Gas Technician Helper/Apprentice Statutory Holiday hours 12:00 a.m. – 11:59 p.m.	2	per hour		
Subtotal:					

Schedule of Prices - Hourly Rates - Year 2

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which will be in addition to the price quoted.

Rates quoted by the respondent must be all-inclusive and must include all labour, material and equipment costs, all travel and carriage costs, all insurance and applicable bonding costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, travel, disbursements, and all other overhead, including any fees or other charges required by law.

The quantities indicated are estimated only and may be subject to change. The quantities are intended to be reflective of the annual requirements. The actual quantities under this contract are as & when required, with no fixed amounts implied or available.

Item #	Description	Estimated Quantity	Unit of Measurement	Unit Price *	Extended Price
1	Licensed HVAC/Gas Technician Regular hours Monday to Friday 7:00 a.m. – 7:00 p.m.	150	per hour		
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3	Licensed HVAC/Gas Technician Weekend hours Saturday 12:00 a.m. to Sunday 11:59 p.m.	3	per hour		
4	Licensed HVAC/Gas Technician Statutory Holiday hours 12:00 a.m. – 11:59 p.m.	2	per hour		
5	HVAC/Gas Technician Helper/Apprentice Regular hours Monday to Friday 7:00 a.m. – 7:00 p.m.	150	per hour		
6	HVAC/Gas Technician Helper/Apprentice Overtime hours Monday to Friday 12:00 a.m. – 6:59 a.m.; 7.01 p.m. to 11:59 p.m.	30	per hour		
7	HVAC/Gas Technician Helper/Apprentice Weekend hours Saturday 12:00 a.m. to Sunday 11:59 p.m.	3	per hour		
8	HVAC/Gas Technician Helper/Apprentice Statutory Holiday hours 12:00 a.m. – 11:59 p.m.	2	per hour		
Subtotal:					

Schedule of Prices - Hourly Rates - Year 3

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which will be in addition to the price quoted.

Rates quoted by the respondent must be all-inclusive and must include all labour, material and equipment costs, all travel and carriage costs, all insurance and applicable bonding costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, travel, disbursements, and all other overhead, including any fees or other charges required by law.

The quantities indicated are estimated only and may be subject to change. The quantities are intended to be reflective of the annual requirements. The actual quantities under this contract are as & when required, with no fixed amounts implied or available.

Item #	Description	Estimated Quantity	Unit of Measurement	Unit Price *	Extended Price
1	Licensed HVAC/Gas Technician Regular hours Monday to Friday 7:00 a.m. – 7:00 p.m.	150	per hour		
2	Licensed HVAC/Gas Technician Overtime hours Monday to Friday 12:00 a.m. – 6:59 a.m.; 7:01 p.m. to 11:59 p.m.	30	per hour		
3	Licensed HVAC/Gas Technician Weekend hours Saturday 12:00 a.m. to Sunday 11:59 p.m.	3	per hour		
4	Licensed HVAC/Gas Technician Statutory Holiday hours 12:00 a.m. – 11:59 p.m.	2	per hour		
5	HVAC/Gas Technician Helper/Apprentice Regular hours Monday to Friday 7:00 a.m. – 7:00 p.m.	150	per hour		
6	HVAC/Gas Technician Helper/Apprentice Overtime hours Monday to Friday 12:00 a.m. – 6:59 a.m.; 7:01 p.m. to 11:59 p.m.	30	per hour		
7	HVAC/Gas Technician Helper/Apprentice Weekend hours Saturday 12:00 a.m. to Sunday 11:59 p.m.	3	per hour		
8	HVAC/Gas Technician Helper/Apprentice Statutory Holiday hours 12:00 a.m. – 11:59 p.m.	2	per hour		
Subtotal:					

Parts and Materials Markup - Years 1 to 3

The quantities indicated are estimated only and may be subject to change. The quantities are intended to be reflective of the total requirements. The actual quantities under this contract are as & when required, with no fixed amounts implied or available. Do not enter "0" unless you are providing parts and materials at your cost without any markup.

Supplier invoices must be provided to substantiate all parts and materials charged to the city upon request.

New Column	Estimated cost of parts and materials required over the term of the contract (Based on your suppliers invoices)	Markup (%) *	Total Estimated Price of Parts and Materials
\$0.01 to \$10,000	\$60,000.0000		
> \$10,000	\$30,000.0000		
Subtotal:			

Subcontractors Markup - Years 1 to 3

The quantities indicated are estimated only and may be subject to change. The quantities are intended to be reflective of the total requirements. The actual quantities under this contract are as & when required, with no fixed amounts implied or available. Do not enter "0" unless you are providing subcontractor rates at your cost without any markup.

Sub-contractor invoices must be provided to substantiate all subcontractor rates/costs charged to the city upon request.

Invoice Range	Estimated cost of subcontractor work required over the term of the contract (Based on your suppliers invoices)	Markup (%) *	Total Estimated Price of Parts and Materials
\$0.01 to \$10,000	\$15,000.0000		
> \$10,000	\$15,000.0000		
Subtotal:			

Summary Table

Bid Form	Amount
Schedule of Prices - Hourly Rates - Year 1	
Schedule of Prices - Hourly Rates - Year 2	
Schedule of Prices - Hourly Rates - Year 3	
Parts and Materials Markup - Years 1 to 3	
Subcontractors Markup - Years 1 to 3	
Total Amount (Exclusive of Taxes):	

Specifications

Bidder Information

The bidders name entered in this form must be the full legal name. If the bidder is successful, the legal company name will be confirmed by doing a corporate search and will be the name used for the contract, insurance, and WSIB documents at the time of contract award.

New Column	Response
Full Legal Name of Bidder. Include "Operating As" Business Name, if applicable.	*
Primary Address including Street Name and Number, City, Province, and Postal Code	*
Address for Issuing PO and Remittance of Payment (If different from above)	
Name of Signing Officer who has the Authority to Bind the Respondent Company	*
Title of Signing Officer who has the Authority to Bind the Respondent Company	*
Email Address of Signing Officer who has the Authority to Bind the Respondent Company	*
Name of 2nd Signing Officer who has the Authority to Bind the Respondent Company (if applicable)	
Title of 2nd Signing Officer who has the Authority to Bind the Respondent Company (if applicable)	
Email Address of 2nd Signing Officer who has the Authority to Bind the Respondent Company (if applicable)	
HST Number	*
Bid Contact Name	*
Contact Title	*
Contact Phone Number	*
Contact Cell Number	*

Health and Safety Incidence Disclosure

Bidders must disclose any critical injuries and /or fatalities from the last 5 years as well as any orders or charges under the Occupational Health and Safety Act and Regulations in relation to these incidents. Bidders should be aware that a WSIB – Safety Check may also be reviewed by the City.

If Bidders select "We will not be submitting for Health and Safety Incidence Disclosure", they are acknowledging they have not had any critical injuries or fatalities in the last 5 years.

We will not be submitting for Health and Safety Incidence Disclosure

Line Item	Date of Incident	Description of Incident	Type of injury	Were there orders or charges under the Occupational Health and Safety Act and Regulations in relation to this incident?	Actions taken to prevent recurrence
1					
2					
3					
4					

Health and Safety Questionnaire

Bidders are to respond to the questions below by selecting the appropriate response from each question's drop down option.

If the response is 'no' or 'N/A', further explanation and/or details are to be provided in the "Additional Information" column.

Line Item	Category	Question	Response *	Additional Information
1	Staff information	Please confirm the total number of staff employed by your organization.	Select A Value ▾	
2	OHSA Competency	Confirm if all supervisors that will be assigned for this contract are considered a "Competent Person" as defined under OHSA, and as such are: -qualified because of knowledge, training and experience to organize the work and its performance -is familiar with the Act and the regulations that apply to the work, and -has knowledge of any potential or actual danger to health or safety in the workplace	Select A Value ▾	
3	Health and Safety Management	Is your firm currently COR certified?	Select A Value ▾	
4	Health and Safety Management	Does your organization have a worker Health and Safety Representative or a certified Joint Health and Safety Committee member(s)?	Select A Value ▾	
5	Materials and Equipment	Do all Globally Harmonized System (GHS, WHMIS) controlled products/materials commonly used or brought onsite have current Safety Data Sheets?	Select A Value ▾	
6	Materials and Equipment	Does your company conduct/arrange for daily/pre-use inspections on operating equipment? (E.g. cranes, forklifts, scissor lifts, tripod lifts, gantries, etc.)	Select A Value ▾	
7	Materials and Equipment	Does your company or company employees have Welding Ticket (CWB) training and certification?	Select A Value ▾	
8	Materials and Equipment	Does your company or company employees have Trade Certification?	Select A Value ▾	
9	Materials and Equipment	Do you maintain the inspection and maintenance certification records for all owned applicable operating equipment?	Select A Value ▾	
10	Materials and Equipment	Does your company or company employees have Equipment operators training and certification?	Select A Value ▾	
11	Materials and Equipment	Does your company or company employees have Tools - Explosive Actuated Tools, Power Equipment Training and certification?	Select A Value ▾	
12	Materials and Equipment	Does your company or company employees have Elevated Work Platforms training and certification?	Select A Value ▾	
13	Inspections and Audits	Do you conduct worksite inspections?	Select A Value ▾	
14	Inspections and Audits	Are the worksite inspections documented?	Select A Value ▾	
15	Inspections and Audits	Are corrections of the deficiencies documented?	Select A Value ▾	
16	Traning Records	Does your company retain Health and Safety Training Records for your employees?	Select A Value ▾	
17	Traning Records	Does your company have personnel trained to perform first aid and CPR?	Select A Value ▾	
18	Traning Records	Does your company hold documented safety meetings/safety talks for Supervisors?	Select A Value ▾	
19	Traning Records	Does your company hold documented safety meetings/safety talks for employees?	Select A Value ▾	
20	Traning Records	Does your company hold documented safety meetings/safety talks for sub-contractors?	Select A Value ▾	
21	Health and Safety Program	Please confirm if your firm has a documented Health and Safety program (i.e. Policies)	Select A Value ▾	
22	Health and Safety Program	Have all workers completed the Worker Health and Safety Awareness in 4 Steps training required by the MILTSD (Ministry of Labour)?	Select A Value ▾	

23	Health and Safety Program	Have all supervisors completed the Supervisor Health and Safety Awareness in 5 Steps training required by the MILTSD (Ministry of Labour)?	Select A Value ▾	
24	Health and Safety Program	Does your Health and Safety program include Hazard Recognition/Risk Assessment and Control?	Select A Value ▾	
25	Health and Safety Program	Does your Health and Safety program include WSIB Claims Management/Early, Safe Return to Work?	Select A Value ▾	
26	Health and Safety Program	Does your Health and Safety program include Incident/Accident Investigation and Analysis?	Select A Value ▾	
27	Health and Safety Program	Does your Health and Safety program include a procedure for reporting unsafe conditions/addressing health and safety concerns?	Select A Value ▾	
28	Health and Safety Program	Does your Health and Safety program include incident/accident/illness reporting/Recording and Investigation?	Select A Value ▾	
29	Health and Safety Program	Does your Health and Safety program include Personal Protective Equipment (use and maintenance)	Select A Value ▾	
30	Health and Safety Program	Does your Health and Safety program include Housekeeping	Select A Value ▾	
31	Health and Safety Program	Does your Health and Safety program include Portable Electrical/Power Tools?	Select A Value ▾	
32	Health and Safety Program	Does your Health and Safety program include Material delivery/laydown area/handling?	Select A Value ▾	
33	Health and Safety Program	Does your Health and Safety program include other hazardous activities?	Select A Value ▾	
34	Health and Safety Program	Does your Health and Safety program include hearing conservation	Select A Value ▾	
35	Health and Safety Program	Does your Health and Safety program include Energy Control/Isolation/Lock-out and Tag-out?	Select A Value ▾	
36	Health and Safety Program	Does your Health and Safety program include Confined Space Entry?	Select A Value ▾	
37	Health and Safety Program	Does your Health and Safety program include Hot Work?	Select A Value ▾	
38	Health and Safety Program	Does your Health and Safety program include Fall Prevention/Protection?	Select A Value ▾	
39	Health and Safety Program	Does your Health and Safety program include Suspended Access Equipment?	Select A Value ▾	
40	Health and Safety Program	Does your Health and Safety program include Electrical Equipment Grounding Assurance (GFCI)?	Select A Value ▾	
41	Health and Safety Program	Does your Health and Safety program include Flammable and Combustible Materials?	Select A Value ▾	
42	Health and Safety Program	Does your Health and Safety program include Mobile Equipment (lift-truck, scissor lift, etc.)?	Select A Value ▾	
43	Health and Safety Program	Does your Health and Safety program include Compressed gas cylinders (propane, oxygen, etc.)?	Select A Value ▾	
44	Health and Safety Program	Does your Health and Safety program include Powered industrial vehicles (cranes, forklifts, etc.)?	Select A Value ▾	
45	Health and Safety Program	Does your Health and Safety program include emergency preparedness including an evacuation plan, rescue and recovery plan (dependent on the scope of work) spill reponse plan?	Select A Value ▾	
46	Health and Safety Program	Does your Health and Safety program include respiratory protecton	Select A Value ▾	
47	Health and Safety Program	Does your Health and Safety program include designated substances (asbestos, lead, mercury, benzene etc.)?	Select A Value ▾	

F.1 Company Overview

Provide a description of your organization including the following details:

Line Item	Requested Information	Response *
1	Number of years in business	
2	Legal Structure of the contractor: Corporation / Sole Proprietor / Partnership / Other	
3	Names and Titles of the Officers, Partners, Principal	
4	Total number of employees	
5	Provide a brief history of the company, the type of service your company provides and how your local office's core service work is similar to the scope of the deliverables in this contract. Describe your company's experience with HVAC projects similar to the scope outlined in this RFRC, and your company's capacity and service strengths related to the project requirements.	
6	Provide a concise description of respondent's understanding of the required scope of work for the project, including the respondent's plan to achieve delivery of the outlined services within the required response time and schedule and confirming that the respondent's key personnel will be available for the duration of the service contract.	
7	Provide a description of the ownership, organization and management structure of the respondent company, including an organization chart of the local branch that will provide services.	

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F.2 Key Service Team Members Roles, Responsibilities and Experience

Outline the roles and responsibilities of the key service team members who will be involved in providing the Deliverables/assigned to this contract, and describe their relevant expertise and experience. Describe each team member's certificates, and trade licenses and professional affiliations.

At least one (1) individual named in Key Team members form must hold a valid "Refrigeration and AC Mechanical Licence 313A" issued by the Ontario College of Trades, with the license number provided in the online form, and has a minimum of five (5) years of experience in HVAC system as shown in the online form and resume.

At least one (1) individual named in the online Key Team members Form 2 must hold a valid "G1 Gas Technician Certificate" issued by the Technical Standards and Safety Authority (TSSA), with the certificate number provided in the online form, and must have a minimum of five (5) years of experience in HVAC system.

Line Item	Role of Key Team Member	Name of staff assigned to this role	Refrig. & AC Mechanical License 313A? *	G1 Gas Tech.? *	Relevant Experience, Licenses and Qualifications
1			<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
2			<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
3			<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
4			<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
5			<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
6			<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
7			<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
8			<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
9			<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
10			<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	

F.4 Service Call Methodology, Documentation and Reporting

Provide a description of your organization's methodology and documentation standards for the services the Bidder company provides including the following details:

Line Item	Requested Information	Response *
1	Describe how service calls are tracked, processed and dispatched and what software is utilized to manage service calls and annual preventative maintenance work orders, using an example of a current contract. This overview should include details of the process from a call placed by the City to the payment of invoices, monitoring all performed services, reporting to the City, and monitoring payment and invoices. Include a description of communication techniques.	
2	Describe your company's technician resources, and how your firm will ensure there is adequate staffing and equipment to be capable of responding to the City's emergency calls within one (1) hour and how you will ensure your firm can respond to a minimum of two (2) concurrent emergency calls.	

F.3 Previous Experience with Similar Projects

Provide information on a minimum of three (3) contracts of similar size and scope as outlined in this RFRC, for the provision of HVAC service contracts that were undertaken in the last six (6) years (i.e. projects that are still ongoing from anytime in 2019 to present). Project descriptions should clearly identify if the project was for the provision of HVAC services and what type of services were involved.

It is preferred that projects were performed within the public sector, and that the projects demonstrate experience with roof top units, air handlers, heat recovery ventilators and refrigeration systems. It is preferred that the referenced projects are for long-term continuous HVAC services, not one-time service work.

All project experience submitted must be directly acquired or performed by the Bidder as shown on the Bidder Information Form. Experience attributed to, or gained through, former employment, partnerships, corporations (whether or not affiliated or otherwise associated with the Bidder), or joint ventures will not be accepted by the City. Bidders who cannot provide this, may be deemed not suitable and as such, many not be awarded the contract.

Line Item *	Company Name *	Contact Name *	Contact Phone Number *	Contact Email *	Approximate Value *	Goods/Services Description (Include Project Name & Scope Details) *	Date (s) *
1							
2							
3							

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the City. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Please note only one (1) file can be attached per uploaded section provided below. If you have multiple files you will need to zip them into a compressed folder and upload the zipped folder and/or you will need to merge your multiple PDF's into one PDF if working with PDF documents.

It is the Bidders responsibility to make sure uploaded files are not defective or corrupted and are able to be opened and viewed they the City.

Please review the Bid document carefully to ensure your documents provide all the required details and information. Bidders must provide full details including brochures, specifications, and line sheets in the document upload section to confirm that the item(s) quoted meets or exceeds the minimum technical requirements outlined in the specifications.

- C.3 Workplace Injury Summary Report - WISR (Note CAD-7 Calculation form is NOT acceptable) * (mandatory)
- C.4 Technical Standards and Safety Authority (TSSA) contractor's license * (mandatory)
- C.5 Refrigeration and AC Mechanical Licence 313A (For min. of one Technician listed) * (mandatory)
- C.6 G1 Gas Technician Certificate (For min. of one Technician listed) * (mandatory)
- F. 2 Resumes of Technicians/Key Team Members * (mandatory)
- F.4 Sample field/repair summary report * (mandatory)
- F.4 Sample invoice * (mandatory)

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Addenda, Terms and Conditions

1. Acknowledgement of Non-Binding Procurement Process

The bidder acknowledges that this bid process will be governed by the City's Procurement By-law and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or services will be created between the City and the bidder unless the City and the bidder execute a written agreement for the Deliverables or issues a Purchase Order that is accepted by the successful bidder.

2. Ability to Provide Deliverables

The bidder has carefully examined the bid documents and has a clear and comprehensive knowledge of the Deliverables required. The bidder represents and warrants its ability to provide the Deliverables for the rates set out in its submission.

3. Non-binding Price

The bidder has submitted its pricing in accordance with the instruction in the bid document. The bidder confirms that the pricing information provided is accurate. The bidder acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its submission or its eligibility for future work.

4. Addenda

The bidder is deemed to have read and taken into account all addenda issued by the City prior to the deadline for submission. The onus is on the bidder to make any necessary amendments to their submissions based on the addenda.

5. No Prohibited Conduct

The bidder declared that it not engaged in any conduct prohibited by this bid request.

6. Disclosure of Information

The bidder hereby agrees that any information provided in their submission, 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, on a confidential bases of this proposal by the City to the advisers retained by the City to advise, or assist with the bid process, including the evaluation of this submission.

7. AODA Standards for Customer Service

In accordance with subsection 6(2) of Ontario Regulation 429/07, Accessibility Standards for Customer Service (the "Customer Service Standard", the City is required to ensure that every person who deals with members of the public on its behalf is trained on the following: (a) the purpose of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the Customer Service Standard; (b) how to interact and communicate with persons with various types of disabilities; (c) how to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal or support person; (d) how to use equipment that is available on the premises that may help in the provision of goods or services; and (e) what to do if a person with a particular type of disability is having difficulty accessing the City's goods or services.

Accordingly, the City requires that all its suppliers who deal with members of the public on behalf of the City are trained in the matters outlined in (a) through (e) above. The bidder agrees that, if selected to provide the Deliverables outlined in this bid, upon request by the City it shall either: (i) Provide the City a document describing its training policy, a summary of the contents of the training and details of training dates and attendees; or (ii) if the training policy referred to is not yet in place, require those individuals who will be involved in dealing with the public in relation to the goods/services provided to the City to complete training satisfactory to the City.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

Conflict of Interest

The respondent should refer to the following definition of Conflict of Interest and whether it applies to them or to any individual that participated in the preparation of its submission or that will be involved in the performance of the contractual obligations contemplated in any contract that is awarded:

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where

(a) in relation to the bidding process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, information in the preparation of its submission that is confidential and not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFX process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFX process and render that

process non-competitive and unfair;

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

(c) where, outside of a Request for Information, a respondent was retained to participate in the development of a bid solicitation, or the specifications for inclusion in a bid solicitation

If the question answered below is "no", the respondent will be deemed to declare that there was no Conflict of Interest in preparing its submission and there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the submission.

Otherwise, if the statement below applies, check "Yes" to the question below.

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

If the respondent declares an actual or potential Conflict of Interest by checking "yes" to below, the respondent must set out below details of the actual or potential Conflict of Interest:

Yes No

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

PREVIEW

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