

REQUEST FOR QUOTATION: ICD-25-MS-10 : Alteration services

DESCRIPTION: The City of Toronto's Municipal Licensing and Standards Division is seeking quotes for a vendor to provide alteration services for Bylaw Enforcement Officer uniforms. as required for the period of three (3) years all in accordance with the requirements of this RFQ document, including but not limited to the scope of work, specifications, and the separately provided purchasing terms and conditions incorporated by reference into the RFQ as if fully stated herein.

CLOSING DATE: 10/07/2025

CLOSING TIME: 4:00 p.m. local time

ISSUED DATE: 09/30/2025

Return this Bid by:	
E-MAIL – PPFAPurchasing@toronto.ca, CC Nidhi.Reddy@toronto.ca	
Documentation Required at Time of Bid Submission:	<input checked="" type="checkbox"/> Completed, signed and dated Bid Form <input checked="" type="checkbox"/> Completed, signed and dated Terms and Conditions <input checked="" type="checkbox"/> Addendum (If any) <input checked="" type="checkbox"/> Attestation Canadian Supplier
Documentation Required Upon Award:	N/A

Submitted
 Oct 7 2025
 12:47 PM.

BID FORM

RETURN BY: E-Mail – PPFAPurchasing@toronto.ca, cc Nidhi.Reddy@toronto.ca

REQUEST FOR QUOTATION: ICD-25-MS-10 : Alteration services

DESCRIPTION: The City of Toronto's Municipal Licensing and Standards Division is seeking quotes for a vendor to provide alteration services for Bylaw Enforcement Officer uniforms. Various uniform items are provided to officers which include short- sleeved button-down shirts, long-sleeved button-down shirts, pants, a rain jacket, and a three-in-one reversible jacket (two (2) jackets with zipper, and 1 reversible outer shell with zipper). This agreement will stand for the period of three (3) years all in accordance with the requirements of this RFQ document, including but not limited to the scope of work, specifications, and the separately provided purchasing terms and conditions incorporated by reference into the RFQ as if fully stated herein..

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Company Name ("Bidder"):	STITCH IT CANADA'S TAILOR INC				
Address:	845 HARRINGTON COURT, Burlington, ON L7N3P3				
Contact Name/Title:	DALE BRESTON : DIRECTOR BUSINESS DEVELOPMENT				
Telephone No.'s:	Bus. No.: 905-335-0922 Mobile No.: 289-259-4473 Fax No.: 905-335-9260				
E-Mail Address:	dbeeston@stitchit.com				
Description	Estimated Turnaround Time from Receipt of Order	Unit of Measure	Unit Price (YEAR 1)	Estimated Quantity	Extended Price
Uniform Pants Hemming of length – includes both legs DOES NOT INCLUDE TAPERING	3 DAYS	EA	\$ 11.95	500	\$ 5,975.-
Uniform Pants Waist (in and out) DOES NOT INCLUDE TAPERING	7 DAYS	EA	\$ 20.71	400	\$ 8,284.-
Uniform Pants Tapering (Max. 1.0 inch)	7 DAYS	EA	\$ 22.10	400	\$ 8,840.-
Uniform Pants Replace Zipper	7 DAYS	EA	\$ 19.51	500	\$ 9,755.-
Uniform Pants Replace Pockets REPAIR	7 DAYS	EA	\$ 8.00	500	\$ 4,000.-
Uniform Pants Crotch / Gusset In / Out	7 DAYS	EA	\$ 17.37	500	\$ 8,685.-

Uniform Pants Alter Seat	7 DAYS	EA	\$ <u>14.67</u>	400	\$ <u>5,868.-</u>
Uniform Pants Repair Hem (1 leg)	3 DAYS	EA	\$ <u>6.75</u>	400	\$ <u>2,700.-</u>
Uniform Shirt (CASUAL) Shorten Arm Length (NO plaquette)	7 DAYS	EA PR	\$ <u>15.23</u>	500	\$ <u>7,615.-</u>
Uniform Shirt Repair / Replace Buttons	3 DAYS	EA	\$ <u>2.81</u>	500	\$ <u>1,405.-</u>
Uniform Shirt Shoulder	7 DAYS	EA PR	\$ <u>25.00</u>	400	\$ <u>10,000.-</u>
Uniform Shirt Addition of Darts	7 DAYS	EA	\$ <u>19.30</u>	400	\$ <u>7,720.-</u>
Uniform Shirt Trunk (in and out)	7 DAYS	EA	\$ <u>19.00</u>	400	\$ <u>7,600.-</u>
Uniform Shirt Removal of Shoulder Cresting	3 DAYS	EA	\$ <u>1.78</u>	500	\$ <u>890.-</u>
Uniform Shirt Sew on Shoulder Cresting City of Toronto to provide crest	3 DAYS	EA	\$ <u>5.20</u>	500	\$ <u>2,600.⁰⁰</u>
Uniform Sweater Removal of Shoulder Cresting	3 DAYS	EA	\$ <u>1.78</u>	500	\$ <u>890.-</u>
Uniform Sweater Sew on Shoulder Cresting City of Toronto to provide crest	3 DAYS	EA	\$ <u>5.20</u>	500	\$ <u>2,600.-</u>
Uniform Jacket Sleeve Hemming (NO LINING)	7 DAYS	EA	\$ <u>18.19</u>	200	\$ <u>3,638.-</u>
Uniform Jacket Shoulder REDUCE SHOULDERS	7-10 DAYS	EA	\$ <u>75.00</u>	50	\$ <u>3,750.-</u>
Uniform Jacket Addition of Darts	7-10 DAYS	EA	\$ <u>29.85</u>	150	\$ <u>4,477.⁵⁰</u>
Uniform Jacket Trunk (in and out)	7-10 DAYS	EA	\$ <u>43.⁰⁰</u>	150	\$ <u>6,450.-</u>

Uniform Jacket without Lining Repair/ Replace Buttons Button to be provided by City 3 DAYS	EA	\$ <u>2.81</u>	400	\$ <u>1,124.-</u>
Uniform Jacket Cresting Repairs 3 DAYS	EA	\$ <u>4.00</u>	150	\$ <u>600.-</u>
Uniform Jacket Remove Shoulder Cresting 3 DAYS	EA	\$ <u>1.78</u>	500	\$ <u>890.-</u>
Uniform Jacket Sew on Shoulder Cresting 2" x 4" City of Toronto to provide crest (THROUGH LINING) 3 DAYS	EA	\$ <u>6.25</u>	500	\$ <u>3,125.-</u>
Uniform Jacket Sew on Shoulder Cresting 4" x 6" City of Toronto to provide crest (THROUGH LINING) 3 DAYS	EA	\$ <u>7.41</u>	500	\$ <u>3,705.-</u>
Uniform Jacket with Lining Repair / Replace Buttons Button to be provided by City 3 DAYS	EA	\$ <u>2.81</u>	150	\$ <u>421.50</u>
Uniform Jacket with Lining Repair / Replace Zippers ZIPPER Supplied by Stitchit (WAIST LENGTH) 7 DAYS	EA	\$ <u>50.-</u>	100	\$ <u>5,000.-</u>
Contingency Allowance (Please refer to 2.4 from general requirements)	EA	\$ <u>5000</u>	1	\$ <u>5000</u>
Invoice: To be sent to: City of Toronto - Accounts Payable Division 55 John Street, Station 1141, 14Fl., Metro Hall Toronto, ON M5V 3C6			SUBTOTAL	\$ <u>128,608.-</u>
			13% H.S.T.	\$ <u>16,719</u>
NO BID <input type="checkbox"/> Reason: _____			TOTAL	\$ <u>145,327.-</u>

Any discounts for prompt payment will be considered provided that the discount prompt payment is not earlier than 15 days from the receipt of invoice by the City, Accounts Payable Division.

State Discount terms: N/A *NS*

Note : If applicable, please state your maximum percentage change from the above noted unit prices. Unless otherwise noted, it will be assumed the percentage change is an increase. (if applicable)

Year 2 N/A % maximum *NS*
Year 3 N/A % maximum *NS*

Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail. Bidders are expected to acknowledge receipt of Addendum/Addenda as indicated below. Failure to do so shall result in the bid being declared non-compliant.

Bidders are required to review, understand and comply with all City of Toronto Purchasing Policies and Procedures, which are available at www.toronto.ca including Fair Wage and Labour Trade requirements www.toronto.ca/fairwage.

I/We the undersigned offer to supply the above at the price and conditions hereon offered:

A handwritten signature in black ink, appearing to read "A. Beest", written over a horizontal line.

Authorized Signature

THIS FORM SHALL BE COMPLETED, PROPERLY SIGNED AND RECEIVED ON OR BEFORE THE DATE AND TIME SPECIFIED, OR YOUR BID WILL BE DECLARED NON-COMPLIANT.

1.0 DEFINITIONS

“Addendum” or “Addenda” means any document or documents issued by the City prior to the Closing Deadline that changes the terms of the RFQ or contains additional information related to the RFQ;

“Award” means the formal acceptance of a bid that results in a Contract;

“Bid” means a Bidder's response to the RFQ, which includes all of the documentation necessary to satisfy the requirements of the RFQ, has the same meaning as "Quotation" and is used interchangeably;

“Bidder” means any legal entity that submits a Quotation in response to the RFQ;

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the City has elected to be closed for business;

“Buyer” or “Senior Buyer” means the main contact person at the City for all matters related to the RFQ process, as set out on the RFQ Cover Page;

“City” means the City of Toronto including all Agencies and Corporations of the City;

“Closing Deadline” means the date and time specified on the RFQ Cover Page or any Addenda issued by the City, as the date and time by which Bidders must submit their Quotation;

“Conflict of Interest or Unfair Advantage” means:

A. In relation to the RFQ process, a Bidder that has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:

- (1) Having, or having access to, confidential information of the City in the preparation of its bid that is not available to other Bidders, or
- (2) Communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or
- (3) Engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or

B. In relation to the performance of its contractual obligations in the City contract, the Bidder's other commitments, relationships or financial interests:

- (1) Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
 - a) Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

“Contract” means the binding agreement that is formed upon Award as confirmed by the issuance of a purchase order, blanket Contract or the execution of any written agreement by the City;

“Council” means City Council;

"Deliverables" means everything provided to the City in the course of performing the Contract or agreed to be provided to the City under the Contract by the Vendor;

"Diverse Supplier" means any business or enterprise that is certified by a Supplier Certification Organization to be:

- More than 51% (majority) owned, managed and controlled by persons belonging to an equity-seeking community, or
- A social purpose enterprise whose primary purpose is to create social, environmental or cultural value and impact, and where more than 50% of the persons who are full-time equivalent employees or are participating in, or have completed, transitional employment training, experience economic disadvantage.

"Equity-seeking Community" means a group that experiences discrimination or barriers to equal opportunity, including women, Aboriginal People, persons with disabilities, newcomers/new immigrants, LGBTQ+ people, visible minorities/racialized people, and other groups the City identifies as historically underrepresented;

"HST" means Harmonized Sales Tax;

"including" means "including without limitation" and "includes" means "includes without limitation"; the use of the word "including" or "includes" is not intended to limit any statement that immediately precedes it to the items immediately following it;

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

"must", "shall" or "will" used in this RFQ denote imperative (mandatory), meaning Quotations not satisfying imperative (mandatory) requirements will be deemed to be Non-Compliant and will not be considered for Award of the Contract;

"ML&S" means Municipal Licensing & Services Division of the City of Toronto;

"Non-Compliant" means that the Quotation has failed one (1) or more mandatory requirement(s) and will not be considered for Award;

"Products" means all goods and related Deliverables to be provided by the Vendor as described in this RFQ;

"Purchase Order" means a document issued to the Vendor under the authority of the Chief Purchasing Official that sets out the terms and conditions applicable to the supply of goods and services by a supplier, including reference to any other Contract documents and the Contract value;

"Quotation" means a Bidder's response to the RFQ, which includes all of the documentation necessary to satisfy the requirements of the RFQ, has the same meaning as "Bid" and is used interchangeably;

"Requirements of Law" mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, City by-laws, rules, regulations, policies, official plans, permits, licences, authorizations, directions, and agreements with all authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

"RFQ" means this Request for Quotation inclusive of all Appendices, Schedules and any Addenda that may be issued by the City;

"Services" means all services to be provided by the Vendor as described in this RFQ;

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

"Supplier" means the Successful Bidder that has been awarded the Contract;

"Supplier Certification Organization" means a non-profit organization recognized by the City of Toronto that certifies businesses and enterprises as Diverse Suppliers by assessing them using established, consistent criteria. Recognized Supplier Certification Organizations include:

Canadian Aboriginal and Minority Supplier Council
Canadian Gay and Lesbian Chamber of Commerce
Social Purchasing Project
Women Business Enterprise Canada
Canadian Council for Aboriginal Business

"Supplier Code of Conduct" means business ethical standards contained in Article 13 Chapter 195, Purchasing, of the Toronto Municipal Code;

"Term" means the period of time from the effective date of the Award as evidenced by a City Contract, until the completion date of the Contract;

"Vendor" means the Successful Bidder that has been awarded the Contract;

"Work" means all Products, Services and Deliverables to be provided by the Vendor as described in this RFQ.

"WSIB" means Workplace Safety and Insurance Board.

2.0 GENERAL REQUIREMENTS

- 2.1 The Products/Services being supplied in this LVQ must be new , and free of encumbrance.
- 2.2 The Product(s)/Service(s) offered must be exactly as specified. Approved equivalents will not be considered at this time.
- 2.3 The successful Vendor is responsible for any loss or damage whatsoever to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment. The successful Vendor shall have no claim against the City or the City's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the City.
- 2.4 Contingency Allowance is an estimated allowance for any additional unforeseen costs, if required, for the duration of the project, and will be spent only as authorized by the City of Toronto Project Manager) Note: Additional hours only to be used at the sole discretion of the City. City staff must approve any additional hours to the services being performed.

3.0 AUTHORIZED DEALER/RESELLER

Vendor must be an authorized dealer or distributor/reseller for the Product(s)/Service(s) offered. If requested, Bidders must provide written verification of the authorization satisfactory to the City, within five (5) calendar days. Failure to submit written verification of authorization satisfactory to the City within such time period will result in the Quotation being declared non-compliant.

4.0 RESPONSE REQUIREMENTS

- 4.1 Bidders must email one (1) copy of their Quotation to the City contact as noted.
- 4.2 All Bidders must complete and sign Page 2 to Page 5 – Bid Form.

Bidders must agree to all the terms and conditions specified in this RFQ and as such, these terms and conditions will be binding and non-negotiable.

5.0 AWARD

- 5.1 It is the intent of the City to award a purchase order to one Bidder based on the Bidder meeting specifications and requirements and providing the lowest grand total cost. The issuance of a purchase order shall result in the creation of the purchase order with the Successful Bidder which shall include these terms and conditions.
- 5.2 Upon award, the City will confirm with the Vendor, the Services to be delivered, date(s) and any other instructions related to the Service being delivered.

6.0 PRICING

- 6.1 In order for your Bid to be considered, the Bidder must provide pricing on a minimum of 80% of items listed in Bid Form. Quotations that do not include pricing on all Products and/or Services listed will be declared non-compliant.
- 6.2 All Bid prices, Quotations, rates, and/or costs submitted by Bidders with respect to this Request for Quotation, must include any and all expenses that may be anticipated and incurred by the Successful

- Bidder while providing the Products DDP, destination and/or Services as specified in this RFQ. No additional costs will be considered.
- 6.3 For firms that manufacture and/or market products identified within the Ontario Municipal Hazardous Waste or Special Waste (MHSW), all fees payable to Stewardship Ontario are to be included in the unit prices.
- 6.4 In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total bid price quoted.
- 6.5 The quantities as shown in the Quotation document are estimates only. These quantities shall be used as a basis for comparison upon which the award of the purchase order will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the City whether decreased or increased. Additional quantities may be required at the same prices, terms, and conditions

REQUEST FOR QUOTATIONS PROCESS TERMS AND CONDITIONS

1.0 BIDDERS RESPONSIBILITY

- 1.1 It shall be the responsibility of each Bidder:
- to examine all the components of this Request for Quotations (RFQ), including all appendices, forms and addenda;
 - to become familiar and comply with all of the terms and conditions contained in this RFQ and the City's Policies and Legislation set out on the City of Toronto website at: www.toronto.ca/tenders/index.htm.

The failure of any Bidder to receive or examine any document, form, addendum, or policy shall not relieve the Bidder of any obligation with respect to its Quotation or any purchase order issued based on the Bidder's Quotation.

2.0 QUESTIONS

All questions concerning this RFQ should be directed in writing to the Contact Person as designated on the RFQ Form.

No other City representative, whether an official, agent or employee, is authorized to speak for the City with respect to this RFQ, and any Bidder who uses any information, clarification or interpretation from any other representative does so entirely at the Bidder's own risk.

Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Bidder to bypass the RFQ process may be grounds for rejection of its Quotation

3.0 ADDENDA

The City reserves the right to revise this RFQ up to the Closing Deadline. Any such revisions will be made by way of addenda. Addenda will be emailed to bidders that are on the City's bidder's list, or those that paid for a hard copy of the RFQ document that provided an email address. Bidders who paid for a hard copy of the RFQ document that did not provide an email address will be faxed.

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

4.0 OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

A Bidder who finds omissions, discrepancies, ambiguities or conflicts in any of the RFQ documentation or who is in doubt as to the meaning or has a dispute respecting any part of the RFQ should notify the City in writing not later than three days before the Closing Deadline. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City respecting any such disputes shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFQ documents

5.0 INCURRED COSTS

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

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

6.0 POST-SUBMISSION ADJUSTMENTS AND WITHDRAWAL OF QUOTATIONS

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

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

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

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

If the City makes a request to a Bidder for clarification of its Quotation, the Bidder will provide a written response within 48 hours accordingly, unless otherwise indicated, which shall then form part of the Quotation.

If the City makes a request to a Bidder for samples in relation to its Quotation, the Bidder will provide the sample to the requested location within 10 days accordingly, unless otherwise indicated, which shall then form part of the Quotation.

7.0 NO COLLUSION

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

8.0 PROHIBITION AGAINST GRATUITIES

No Bidder and no employee, agent or representative of the Bidder, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this RFQ, whether for the purpose of securing a purchase order or seeking favourable treatment in respect to the award or

amendment of the purchase order or influencing the performance of the purchase order, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of a purchase order or for performance of the City's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

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

9.0 ACCEPTANCE OF QUOTATIONS

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

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

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

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

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

Quotations which are incomplete, conditional or obscure or which contain additions not called for, erasures or alterations of any kind may be rejected.

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

The City reserves the right to verify the validity of information submitted in the Quotation and may reject any Quotation where, in the City's sole estimation, the contents appear to be incorrect, inaccurate or inappropriate.

The City reserves the right to assess the ability of the Bidder to perform the purchase order and may reject any Quotation where, in the City's sole estimation, the personnel and/or resources of the Bidder are insufficient.

If, in the opinion of the City, any Bidder has underestimated the value of the goods and/or services to be provided as reflected in its submitted price/fee, the City may reject its Quotation as unbalanced (i.e., not representative of the scope of the goods and/or services).

10.0 CURRENCY

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

11.0 TIED BIDS

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

12.0 MATHEMATICAL ERRORS

In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total bid price quoted.

13.0 CONFLICTS OF INTEREST

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

The Bidder must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Bidder and the nature of that interest. If such an interest exists or arises prior to the award on any purchase order, the City may, at its discretion, refuse to consider the Quotation or withhold the awarding of any purchase order to the Bidder until the matter is resolved to the City's sole satisfaction.

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

14.0 OWNERSHIP AND CONFIDENTIALITY OF CITY-PROVIDED DATA

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

- a. is and shall remain the property of the City;
- b. must be treated by Bidders and prospective Bidders as confidential;
- c. must not be used for any purpose other than for replying to this RFQ, and for fulfillment of any related subsequent agreement.

15.0 OWNERSHIP AND DISCLOSURE OF QUOTATION DOCUMENTATION

The documentation comprising any Quotation sub-mitted in response to this RFQ, along with all correspondence, documentation and information provided to the City by any Bidder in connection with, or arising out of this RFQ, once received by the City:

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

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

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

16.0 INTELLECTUAL PROPERTY RIGHTS

Each Bidder warrants that the information contained in its Quotation does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Quotation.

17.0 FAILURE OR DEFAULT OF BIDDER

If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the RFQ, the City may:

- a. disqualify the Bidder from the RFQ and/or from competing for future tenders or RFQ issued by the City for a period of one year; and
- b. require the Bidder to pay the City the difference between its Quotation and any other Quotation which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder's failure or default.

18.0 GOVERNING LAW

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

ACKNOWLEDGEMENT OF RECEIPT OF TERMS AND CONDITIONS
INFORMAL QUOTE

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

1. Bidder's Responsibility

It shall be the responsibility of each Bidder:

- a) to examine all the components of this Request for Quotations (RFQ), including all appendices, forms and addenda;
- b) to become familiar and comply with all of the terms and conditions contained in this RFQ and the City's Policies and Legislation set out at <https://www.toronto.ca/business-economy/doing-business-with-the-city/understanding-the-procurement-process/purchasing-policies-legislation/>.

The failure of any Bidder to receive or examine any document, form, addendum, or policy shall not relieve the Bidder of any obligation with respect to its Quotation or any purchase order issued based on the Bidder's Quotation.

2. Questions

All questions concerning this RFQ should be directed in writing to the Buyer as designated on the RFQ Form.

No other City representative, whether an official, agent or employee, is authorized to speak for the City with respect to this RFQ, and any Bidder who uses any information, clarification or interpretation from any other representative does so entirely at the Bidder's own risk.

Not only shall the City not be bound by any representation made by an

unauthorized person, but any attempt by a Bidder to bypass the RFQ process may be grounds for rejection of its Quotation.

3. Addenda

The City reserves the right to revise this RFQ up to the Closing Deadline. Any such revisions will be made by way of addenda. Addenda will be emailed to bidders that are on the City's bidder's list, or those that paid for a hard copy of the RFQ document that provided an email address. Bidders who paid for a hard copy of the RFQ document that did not provide an email address will be faxed.

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

4. Omissions, Discrepancies and Interpretations

A Bidder who finds omissions, discrepancies, ambiguities or conflicts in any of the RFQ documentation or who is in doubt as to the meaning or has a dispute respecting any part of the RFQ should notify the City in writing not later than three days before the Closing Deadline. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled **Addenda**. The decision and interpretation of the City respecting any such disputes shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFQ documents.

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5. Incurred Costs

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

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

6. Post-Submission Adjustments and Withdrawal of Quotations

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

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

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

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

If the City makes a request to a Bidder for clarification of its Quotation, the Bidder will provide a written response within 48 hours accordingly, unless otherwise indicated, which shall then form part of the Quotation.

If the City makes a request to a Bidder for samples in relation to its Quotation, the Bidder will provide the sample to the requested location within 10 days accordingly, unless otherwise indicated, which shall then form part of the Quotation.

7. No Collusion

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

8. Prohibition against Gratuities

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

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

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9. Acceptance of Quotations

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

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

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

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

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

Quotations which are incomplete, conditional or obscure or which contain additions not called for, erasures or alterations of any kind may be rejected.

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

The City reserves the right to verify the validity of information submitted in the Quotation and may reject any Quotation where, in the City's sole estimation, the contents appear to be incorrect, inaccurate or inappropriate.

The City reserves the right to assess the ability of the Bidder to perform the contract and may reject any Quotation where, in the City's sole estimation, the personnel and/or resources of the Bidder are insufficient.

If, in the opinion of the City, any Bidder has underestimated the value of the goods and/or services to be provided as reflected in its submitted price/fee, the City may reject its Quotation as

unbalanced (i.e., not representative of the scope of the goods and/or services).

10. Currency

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

11. Tied Bids

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

12. Mathematical Errors

In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total bid price quoted.

13. Conflicts of Interest

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

The Bidder must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Bidder and the nature of that interest.

If such an interest exists or arises prior to the award of any contract, the City may, at its discretion, refuse to consider the

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

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

14. Ownership and Confidentiality of City-Provided Data

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

- a) is and shall remain the property of the City;
- b) must be treated by Bidders and prospective Bidders as confidential;
- c) must not be used for any purpose other than for replying to this RFQ, and for fulfillment of any related subsequent agreement.

15. Ownership and Disclosure of Quotation Documentation

The documentation comprising any Quotation submitted in response to this RFQ, along with all correspondence, documentation and information provided

to the City by any Bidder in connection with, or arising out of this RFQ, once received by the City:

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

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

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

16. Intellectual Property Rights

Each Bidder warrants that the information contained in its Quotation does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trade-mark, or other intellectual property right in connection with their Quotation.

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17. Failure or Default of Bidder

If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the RFQ, the City may:

- a) disqualify the Bidder from the RFQ and/or from competing for future tenders or RFQ issued by the City for a period of one year; and
- b) require the Bidder to pay the City the difference between its Quotation and any other Quotation which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder's failure or default.

18. Governing Law

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

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**Section 2: REQUEST FOR
QUOTATIONS CONTRACT TERMS
AND CONDITIONS**

**1. General Contract Terms and
Conditions**

In addition to any other terms and conditions contained elsewhere in this RFQ, the following terms and conditions form part of the contract between any successful Bidder (the "Vendor") and the City (the "Contract").

No other terms and conditions, whether oral or written, shall have any force or effect unless specifically agreed to in writing by both the Vendor and the City. All notices relating to the Contract must be in writing.

If the Vendor's offer submitted to the City in response to the RFQ (the "Bid") contains terms and conditions that purport to amend, delete or deviate from the terms and conditions contained in the Contract, such terms and conditions of the Bid are deemed to be inapplicable and have no effect on the Contract.

2. Governing Law

The Contract (including any Schedules) shall be governed by, enforced, and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada, as applicable. The courts of the province of Ontario shall have sole jurisdiction. The Vendor agrees to attorn to the jurisdiction of the province of Ontario including all executions and processes issued therefrom.

In performing the Contract and providing any goods and services under the Contract, the Vendor shall comply, at its sole expense, with all applicable federal,

provincial and municipal laws and regulations, including City of Toronto By-laws and policies applicable to the Vendor, as amended, supplemented, re-enacted or replaced from time to time, and provide to the City, upon request, periodic documentation confirming such compliance. The Vendor is responsible for ensuring compliance by its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who are assigned by the Vendor to provide any Deliverables to the City (the "Personnel").

3. Deliverables

The Vendor shall perform and supply with all due and reasonable diligence, professional skill and competence, all goods and services required to be developed for or provided to the City under the Contract (the "Deliverables") within the time period stated in the Contract, all in accordance with the terms and conditions of the Contract.

The Vendor shall obtain and pay for all necessary permits, consents, licenses, certifications and fees required for the Vendor to carry on business and provide the Deliverables. The Vendor shall obtain and maintain such insurance as required by the City and furnish satisfactory proof of such insurance upon request by the City.

The Supplier shall ensure that all Deliverables, as appropriate for each Deliverable, conform with the requirements of the *Human Rights Code*, R.S.O. 1990, c.H.19, the *Ontarians with Disabilities Act, 2001*, S.O. 2001, c.32, the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c.11 and their respective regulations as they apply to the City.

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Suppliers shall furnish the Deliverables to the City and perform the obligations in the Contract at the prices stated in the Bid. No additional charges will be accepted or paid to the Vendor by the City. The Vendor shall guarantee the Deliverables against defective material or workmanship, and either replace any damaged goods or repair any damage occasioned to goods in transit, as requested by the City.

4. Shipping and inspection of goods

All goods shall be shipped by the route designated by the City. Any additional shipping costs incurred by the City as a result of the Vendor failing to observe this condition shall be charged back to the Vendor's account.

Unless otherwise agreed in writing, all goods are subject to inspection by the City at the point of unloading or site of the work or services. Delivery does not constitute acceptance unless the goods have been inspected and approved by the City.

Any good which fails to meet the required specification or its intended use or is in poor or damaged condition is subject to rejection by the City. The decision of the City shall be final.

Over-shipments made by the Vendor are the Vendor's responsibility. The City reserves the right to reject and return, at the Vendor's expense, any goods delivered in excess of the quantity ordered.

All goods shall be securely packed for shipment according to accepted standard commercial practice, without

extra charges to the City for packing materials or containers.

5. Payment for performance

The City shall, subject to the Vendor's compliance with the provisions of the Contract, pay the Vendor for the Deliverables provided at the prices submitted in the Bid. No additional charges will be paid to the Vendor by the City.

Unless otherwise agreed by the Parties, all prices set out in the Contract shall be F.O.B. destination prepaid, and shall include labour, profit, other overhead, materials, equipment, licences, analysis, travel, accommodations, communication, transportation and delivery costs (courier, long distance charges, and so on), staff time, City/Vendor meetings (as and where deemed required by the City) and any/all other operational costs and fees associated with the Deliverables.

The City shall be entitled to take up to thirty (30) business days from the date of its receipt of the Vendor's invoice for review, inspection, and approval of the Deliverables.

The Vendor shall provide an original invoice and, if applicable, a bill of lading, for each order or shipment. Invoices shall include: i) Vendor name on Vendor letterhead; ii) invoice number; iii) invoice date; iv) purchase order number assigned to the Contract by the City; v) a brief description of the Deliverables provided for the relevant month; vi) billing address; vii) City address (Division, City Representative, location); viii) subtotal amount before taxes; ix) taxes, if payable by the City, identified as separate items; x) an HST registrant number; xi) total

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amount; and xii) supporting documentation, as required by the City.

The terms of payment of any invoice shall be net thirty (30) days. All dollar amounts expressed in the Contract shall be payable in Canadian currency in response to invoices itemized.

The City shall have the right to satisfy any amount owing by it to the Vendor under this Contract or any other agreement by way of withholding, deducting and setting-off that amount against any amount owing by the Vendor to the City. The City shall also have the right to withhold payment from the Vendor in an amount as may be sufficient to remedy any defect in the Deliverables.

6. Termination

The City may terminate this Contract, in whole or in part, by providing thirty (30) days' written notice of termination to the Vendor.

Failure of the Vendor to perform any of its obligations under the Contract shall entitle the City to terminate the Contract by providing ten (10) days' written notice of termination to the Vendor, and the City may hold the Vendor responsible and liable for all damages incurred by the City arising from its failure.

On termination of the Contract, the City shall only be responsible for the payment of the Deliverables provided under the Contract to the satisfaction of the City up to and including the effective date of any termination. The Vendor will not be entitled to, or reimbursed for, any profits which it may have been anticipated, but which have not been earned up to the date of termination.

7. Vendor representations, warranties and covenants

The Vendor shall:

- a) perform, and complete all obligations in the Contract, fully, diligently, in a competent and professional manner according to the best standards of practice of the industry or trade in which the Vendor carries on business;
- b) warrant that any Deliverables supplied or developed under this Contract will be in accordance with the City's functional and technical requirements;
- c) ensure that it assigns Personnel qualified, skilled and experienced in their occupations to provide the Deliverables;
- d) warrant that any Deliverables supplied under this Contract are suitable for the use and purpose intended; and
- e) warrant that it holds all licenses, consents, certifications, authorizations or permits necessary to carry on the Vendor's business, supply the Deliverables, and perform the obligations in the Contract, as required by applicable law.

8. Risk

Deliverables being held in the possession of the Vendor will be the responsibility of the Vendor, and all risk of the loss to the Deliverables shall remain solely with the Vendor until the Deliverables have been delivered to and accepted by the City.

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If the Vendor terminates or abandons any services required under the Contract, either temporarily or permanently, the City may take all necessary steps to complete the services, including retaining another service provider to provide same, and the Vendor will be responsible for all damages and additional costs incurred by the City.

9. Indemnity

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

Nothing under the Contract shall render the City responsible for any employment benefit or termination liability (including those under or in connection with the *Workplace Safety and Insurance Act, 1997, S.O. 1997, c.16* ("WSIA")), whether statutorily required, at common law or otherwise, resulting from the Deliverables to be supplied under the Contract or the Vendor's performance of the Contract. In the event that employment related costs, or other related responsibility falls to the City for any reason whatsoever, the Vendor agrees to indemnify the Indemnitees for such costs.

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

10. Advertising and promotion

The Vendor shall not, except with the prior written consent of the City, release information relating to the Contract for advertising or promotional purposes, and the Vendor shall not make use of its association with the City, or directly or indirectly communicate with the media in relation to the Contract, or use the name of the City in connection with any advertising, sales or promotional purposes without the prior written consent of the City.

11. Ownership of Deliverables and Intellectual Property

For the purpose of the Contract, Intellectual Property means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity. Intellectual Property includes copyright, moral rights, trade secrets, patent rights, trade-marks, trade names and service marks, whether registered or unregistered.

The Vendor agrees that the Deliverables shall be the exclusive property of the City. The Vendor transfers and assigns unconditionally and irrevocably to the City any and all Intellectual Property

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rights that the Vendor may have now or in the future with respect to the Deliverables, with the exception of any of its pre-existing material.

The Vendor grants to the City a perpetual, worldwide, non-exclusive, irrevocable, royalty-free, transferrable and sub-licensable license to use, reproduce, distribute, modify, adapt, translate, convert, and develop derivative works based on any of its pre-existing material contained within the Deliverables, in any form, which license shall survive the termination or expiry of the Contract.

The Vendor unconditionally and irrevocably waives in favour of the City, in whole and in part, any and all moral rights it may have in the Deliverables, including any pre-existing material contained in the Deliverables, and shall obtain the same waiver in favour of the City from its Personnel.

The City reserves the right to prescribe the specific manner in which the Vendor shall perform its obligations relating to this article and this article shall survive the termination of the Contract.

12. Workplace Safety and Insurance Board

The Vendor shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees providing Deliverables under the Contract, employed or otherwise retained by the Vendor, whether required statutorily or not. The Vendor represents and warrants that it shall be in good standing with the WSIB and in compliance with the WSIA throughout the term of the Contract and shall provide

proof of workers' compensation coverage to the City in the form of a WSIB clearance certificate.

The Vendor shall ensure that all Personnel, including but not limited to volunteers, students, subcontractors and independent contractors, providing Deliverables under the Contract, have also secured WSIB workers' compensation coverage, whether required statutorily or not, for the term of the Contract.

13. Occupational Health and Safety Act

The Vendor acknowledges and represents that:

- a) the Personnel are qualified to provide the Deliverables, are trained in the health and safety hazards expected to be encountered in providing the Deliverables, and possess the knowledge and skills to allow them to work safely;
- b) the Vendor has provided, and will provide during the course of the Contract, all necessary personal protective equipment for the protection of Personnel;
- c) the Vendor's supervisory employees are competent, as defined in the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1 (the "OHSA"), and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of Personnel;
- d) the Vendor has in place occupational health and safety,

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workplace violence and workplace harassment policies in accordance with the OHSA; and

- e) the Vendor has a process in place to ensure that health and safety issues are identified and addressed and for reporting work-related injuries and illnesses.

The Vendor shall immediately notify the City of any critical injury, any requirement or order issued to the Vendor by the Ministry of Labour or other health and safety regulatory authority, any charge laid or conviction entered (under the OHSA, WSIA, and/or the Criminal Code), arising out of the performance of the Contract. The Vendor shall immediately take all corrective measures necessary to address the issues identified or arising out any such requirements, orders, charges or convictions.

The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how Personnel do work or perform a task that is the subject of the Contract. Nothing in the Contract shall be construed as making the City the "employer" (as defined in the OHSA) of any person employed or engaged by the Vendor for the performance of the Contract, either instead of or jointly with the Contract.

14. Use of City property and responsibility for Personnel

The Vendor shall be responsible for providing all Personnel required to provide the Deliverables. All Personnel will be and remain at all times during the term of the Contract, employees or agents of the Vendor and not the City.

The Vendor shall only have access to, or use of, City premises, property, technology, or information that is necessary, as determined by the City, for the performance of its obligations under the Contract or upon advance written authorization from the City.

The Vendor shall ensure that its Personnel comply with all security policies, regulations, or directives relating to such City premises, property, technology, software, or information, of which the Vendor has received oral or written notice, or otherwise ought to have reasonably been aware. The Vendor further acknowledges that the City may monitor the Vendor to ensure compliance with this section. This section is in addition to and does not limit any other obligation or restriction placed upon the Vendor.

Personnel assigned by the Vendor to provide any Deliverables may, in the sole discretion of the City, be required to sign non-disclosure agreement(s) satisfactory to the City.

The Vendor shall be solely responsible for the payment of all Personnel employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under the Contract. The Vendor shall coordinate the provision of the Deliverables by its subcontractors in a manner acceptable to the City, and ensure that they comply with all the relevant requirements of the Contract.

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

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15. Conflict of interest

A "Conflict of Interest" for the purpose of the Contract means in relation to the performance of its obligations under the Contract, the Vendor's other commitments, relationships or financial interests that (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 obligations under the Contract.

The Vendor shall notify and fully disclose to the City in writing any potential or actual Conflict of Interest that exists or may arise during its performance of any obligations under this Contract. If the City determines that a Conflict of Interest exists, the City may, at its sole discretion, suspend or defer the Deliverables until the conflict is resolved to the satisfaction of the City, or terminate this Contract without liability or cost. The Vendor shall be responsible and indemnify the City for all of the City's costs, expenses, losses and damages whatsoever which may be incurred or arise as a result of the Vendor's breach of this obligation.

16. Confidentiality

Confidentiality of records and information of the City relating to the Contract must be maintained at all times. Documentation and communications, written and verbal, related to the Contract, whether provided by the City or on the City's behalf, are deemed confidential unless expressly provided otherwise.

The Vendor agrees that the *Municipal Freedom of Information and Protection of*

Privacy Act, R.S.O. 1990, c. M.56 and other applicable privacy law apply to and govern all recorded information exchanged between the City and the Vendor in performance of this Contract is subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") and (where they apply) the *Personal Health Information Protection Act* ("PHIPA") as well as the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5. The Vendor shall strictly comply with any applicable requirements of such legislation.

All correspondence, documentation and information provided to the City or the City's representatives by the Vendor in connection with or arising out of the Contract, whether in draft or final format, will become the property of the City and a record of the City.

17. No Assignment or Subcontracting

The Vendor shall not assign or transfer this Contract or any part of it, without the prior written consent of the City. The Vendor shall not subcontract the whole or any part of the Contract without the prior written consent of the City.

18. Waiver

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

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19. Non-Exclusivity

The Supplier acknowledges that it is providing the Deliverables to the City on a non-exclusive basis. The City reserves the right to contract with other parties for the same or similar Deliverables as those provided by the Vendor and reserves the right to obtain the same or similar Deliverables internally or from other parties.

20. Independent Contractors

The relationship of the City and the Vendor is one of owner and independent contractor and not one of employer-

employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Vendor and the City.

21. Remedies

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

This is to acknowledge that I have reviewed and understood these Terms and Conditions.

Vendor Name (print name): DALE BEESTON

Signature: 

Date: October 1st 2025

Supplier Attestation - Canadian Supplier

Supplier Name:	STITCH IT CANADA'S TAILOR INC
Document Number:	ICD-25-MS-10
RFx Name:	Alteration Services

I understand that in order to be eligible to submit a bid in response to this solicitation, at the time of bid submission, the Supplier must meet the requirements for a Canadian Supplier as per the terms defined below.

I hereby attest that (1) the Supplier is a Canadian Supplier, as the term is defined below, and this is true and accurate in all respects and reflects my honest beliefs and those of no other party; and (2) I have signed this Supplier Attestation of my own free will and without any influence or pressure of any kind from any corporation, partnership, organization and/or any third party.

CANADIAN SUPPLIER means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada. The business either:

- A. has its headquarters or principal place of business in any province or territory of Canada; or
- B. has at least 70% of its employees in Canada at the time of the bid submission of the applicable procurement process; or
- C. is a Canadian Business Subsidiary.

CANADIAN BUSINESS SUBSIDIARY means a corporation operating in Canada, that acts as a supplier, manufacturer or distributor of goods and services and is controlled by a parent corporation outside of Canada, and where:

- A. the business subsidiary has permanent offices or production facilities, and
- B. a minimum of 70% of the deliverables will be provided by employees based in Canada.

I understand and acknowledge that a failure to provide accurate information in this Supplier Attestation shall constitute sufficient grounds for the City to rescind the award or terminate any resulting contract awarded to the Supplier.

Form of Attestation

I, the below-named duly Authorized Signing Officer of the Supplier, confirm that I have thoroughly reviewed the definitions set out in this Attestation, and attest that at the time of bid submission for this solicitation, the Supplier named above is a Canadian Supplier, and meets the following requirements:

- 1. it has its headquarters or principal place of business in any province or territory of Canada; or
- 2. it has at least 70% of its employees in Canada at the time of the bid submission of the applicable procurement process; or
- 3. it is a Canadian Business Subsidiary.

Canadian Business Subsidiary is defined above.

I have the authority to bind the Supplier

Full name of Authorized Signing Officer

DALE BRESTON

Title

DIRECTOR BUSINESS DEVELOPMENT

Phone number

289-259-4473

E-mail

dbreston@Stitchit.com

Signature

DALE BRESTON

Date

October 7, 2025