



REQUEST FOR PROPOSALS

Number 24P-1704

For

the supply of Laundry Services

to

Toronto Hydro-Electric System Limited

("Toronto Hydro")

February 24th 2025

SCHEDULE A

INTRODUCTION AND RULES OF RFP

1. INTRODUCTION

1.1 Introduction

Toronto Hydro-Electric System Limited (“Toronto Hydro”) is a local electric distribution company delivering electricity to a broadly diversified residential, commercial and industrial customer base in the City of Toronto, Ontario. Toronto Hydro’s parent company, Toronto Hydro Corporation, is owned by the City of Toronto, its sole shareholder. The principal business of Toronto Hydro is the distribution of electricity. Toronto Hydro owns and operates \$5 billion of capital assets comprised primarily of an electricity distribution system that delivers electricity to approximately 779,000 customers located in the City of Toronto. Toronto Hydro serves the largest city in Canada and distributes approximately 18% of the electricity consumed in the province of Ontario.

This RFP is being issued and administered by Toronto Hydro’s Supply Chain Services Department in order to obtain Proposals from one or more Respondents that would result, if accepted by Toronto Hydro, in the successful Respondent(s) entering into negotiations to execute a Contract for the supply of the goods/services as further described herein.

1.2 Sections

This RFP is divided into **nine (9)** schedules and two (2) appendices, as follows:

SCHEDULE A – Introduction and Rules of RFP

SCHEDULE B – RFP Schedule / Questions & Communications with Toronto Hydro

SCHEDULE C – Proposal Requirements and Scope

Appendix C.1 – Laundry Specifications and Guidelines

SCHEDULE D – Standard Terms and Conditions

APPENDIX D.1 – Policies and Guidelines

SCHEDULE E – Additional Terms and Conditions

SCHEDULE F – Defined Terms

SCHEDULE G – Respondent’s Certificate

SCHEDULE H – Pricing Schedule

SCHEDULE I – Evaluation Criteria

All of the above should be read as a whole. The schedules and appendices and any addenda or amendments, if any are issued by Toronto Hydro, constitute an integral part of this RFP and are incorporated by reference. For greater clarity, background information documents that may have been provided are not part this RFP.

1.3 Defined Terms

- (a) All capitalized terms in this RFP shall be as defined in SCHEDULE F “Defined Terms”, unless otherwise defined herein.
- (b) Words and abbreviations that have well known technical or trade meanings are used in this RFP in accordance with such recognized meanings.

2. RFP RULES AND PROCEDURES

2.1 Rules and Procedures

The submission of a Proposal by the Respondent shall be deemed to signify that the Respondent has read, understood and agrees to comply with all of the terms and conditions of this RFP including without limitation all RFP Rules and Procedures as detailed in this Section 2.

2.2 Respondents

- (a) This RFP is being issued to a limited number of Respondents that have been pre-selected by Toronto Hydro in relation to this proposed procurement.
- (b) A Respondent’s pre-selection signifies that a Respondent has met Toronto Hydro’s minimum requirements. Notwithstanding a Respondent’s pre-selection, Toronto Hydro will consider such evaluation criteria as described in Section 2.14 below in selecting any compliant Proposal.
- (c) Pre-selected Respondents must certify in SCHEDULE G and, at Toronto Hydro’s discretion may be required to demonstrate, that they are the same proponent or team that was pre-selected. Respondent(s) who have changed their composition following pre-selection without the approval of Toronto Hydro may be disqualified from participating in this RFP.
- (d) Notwithstanding paragraph (c) above, Toronto Hydro reserves the right to accept proposals from joint ventures that are comprised only of pre-selection parties, provided that any responding joint venture also meets pre-selection criteria used by Toronto Hydro in the pre-selection process referenced in paragraph (a) above. Parties who submit proposals in such a joint venture must submit documentation to demonstrate to the satisfaction of Toronto Hydro that the proposed joint venture Respondent meets the pre-selection criteria.
- (e) No Respondent may submit more than one Proposal, including by submitting a Proposal as an individual and as part of a joint venture.

2.3 Communications

- (a) All questions or other communications regarding this RFP, including any notices required hereunder and the submission of Proposals, are to be addressed solely to the Supply Chain Services Department, in writing, to the attention of the RFP Administrator identified in SCHEDULE B “RFP Schedule / Questions and Communications with Toronto Hydro”.
- (b) Respondents shall communicate only with the Supply Chain Services Department and shall not communicate with any other department or representative of Toronto Hydro or of any other entity regarding this RFP. For greater certainty but without limitation, Respondents shall not engage in any lobbying of any public official in relation to this RFP. Any violation of this requirement may

result in the immediate disqualification of a Respondent's proposal. If a Respondent, in the opinion of Toronto Hydro, contravenes this paragraph, Toronto Hydro may, in its sole discretion, disqualify the Respondent or impose conditions on the Respondent's continued participation in the RFP Process that Toronto Hydro considers, in its sole discretion, to be appropriate.

2.4 RFP Schedule

Subject to any modifications in Toronto Hydro's discretion and subject to all other terms of this RFP, the schedule and timelines set out in SCHEDULE B will apply to this RFP.

2.5 Questions and Clarifications regarding this RFP

- (a) Upon review of this RFP, Respondents shall immediately notify the Supply Chain Services Department, in writing, of any omissions, discrepancies, ambiguities or details contained in this RFP requiring further clarification.
- (b) All questions regarding the RFP shall be made in writing to the Supply Chain Services Department, utilizing the procurement software being used by Toronto Hydro to administer this RFP, **by no later than 1:59:59 p.m. EST on the Deadline for Submission of Questions in SCHEDULE B.** Questions and responses will be recorded by the Supply Chain Services Department, and may be distributed to all Respondents, in Toronto Hydro's discretion. The Supply Chain Services Department will respond to those questions that, in Toronto Hydro's discretion, provide clarification to this RFP. Any new information or clarification of original information set out in this RFP provided in response to questions from one or more Respondent(s) will be made available to all Respondents.

2.6 Amendments or Supplements to RFP

Toronto Hydro reserves the right to make amendments to this RFP at any time, in its discretion. All amendments to this RFP shall be delivered to all parties having received a copy of this RFP (unless such party has advised the Supply Chain Services Department, in writing, of its intent not to respond to the RFP) and shall be deemed to form an integral part of this RFP as if specifically restated herein.

2.7 Submitting the Proposal

- (a) **RESPONDENTS ARE TO SUBMIT THEIR PROPOSALS TO THE SUPPLY CHAIN SERVICES DEPARTMENT IN ACCORDANCE WITH THE TERMS HEREIN.**
- (b) Proposals shall be submitted by Respondents utilizing the procurement software being used by Toronto Hydro to administer this RFP, and to which qualified Respondents have been provided credentials. No personal delivery, courier, or facsimile transmission of Proposals will be accepted. Respondents shall be entirely responsible to ensure that Proposals are submitted by the Submission Deadline.

2.8 Modifications or Withdrawal of Proposals before Submission Deadline

- (a) Proposals submitted prior to the Submission Deadline may be modified or withdrawn by the Respondent at any time prior to the Submission Deadline, in accordance with the modification/withdrawal functions contained in the procurement software being utilized by Toronto Hydro to administer this RFP.

- (b) Respondents may not make modifications to their Proposal after the Submission Deadline.
- (c) Proposals submitted after the Submission Deadline will not be considered by Toronto Hydro.

2.9 Proposal Validity Period

Proposals must remain open and valid for a period of not less than ninety (90) days from the Submission Deadline provided for in SCHEDULE B. Toronto Hydro reserves the right to require a reasonable extension of the Proposal validity period from any or all Respondents at any time, whether before or after the expiry of the initial Proposal validity period.

2.10 Ownership and Confidentiality of Proposals

Subject to any written agreement to the contrary, all Proposals and other support documentation received by the Supply Chain Services Department from Respondents shall become the property of Toronto Hydro and will not be returned to Respondents. Toronto Hydro will not disclose the Respondent's Proposal to any third party, save and except for disclosure to any Toronto Hydro Representative as may be required to administer this RFP and any resulting Contract or as required by court order or other legal compulsion including, without limitation, disclosure required by the MFIPPA and requests made by any Governmental Authority. Respondents are advised to consult their own legal advisors as to the appropriate method by which confidential or proprietary business information will be marked as such in their Proposals and must advise Toronto Hydro of such methods in their Proposals. Toronto Hydro shall not be liable in any way whatsoever to any Respondent in connection with any disclosure made pursuant to Toronto Hydro's obligations under Applicable Laws.

2.11 Verification of Information

In submitting a Proposal, the Respondent acknowledges and agrees that Toronto Hydro and its Representatives may, in their discretion, independently verify any information provided in a Proposal.

2.12 Clarifications or Supplements to Proposals

Toronto Hydro and its Representatives reserve the right, in their discretion, to seek further information or clarification from any Respondent and Toronto Hydro is entitled to (but in no way bound to) utilize the information or clarifications received in evaluating any Proposal in accordance with the published evaluation criteria set out in SCHEDULE I hereto, and may require one or more or all of the Respondents to answer questions or submit supplementary documentation clarifying or supplementing any matters contained in their Proposals. Notwithstanding the foregoing, a Respondent will not be permitted to utilize a response to a clarification request to modify or repair its Proposal in relation to any substantial element thereof.

2.13 Respondents Meeting

- (a) Toronto Hydro may, in its sole discretion, convene one or more Respondents' meetings. Respondents' meetings will be mandatory. A Respondent's failure to attend this meeting is at the Respondent's sole risk and responsibility.
- (b) No statement, consent, waiver, acceptance, approval or anything else said or done in any Respondents' meetings by Toronto Hydro or any of its advisors, employees or Representatives shall amend or waive any provision of this RFP, or be binding on Toronto Hydro or be relied upon

in any way by Respondents, except when and only to the extent expressly confirmed in an Addendum to the RFP issued in accordance with the RFP.

2.14 Evaluation of Proposals

- (a) The process for evaluating compliant Proposals is outlined in SCHEDULE I. Toronto Hydro is under no obligation to disclose to any Respondent(s) the contents of the Proposals received or to reveal the Proposal prices at the evaluation stage.
- (b) Toronto Hydro will establish an evaluation committee (the “Evaluation Committee”) for the purpose of evaluating Proposals in accordance with SCHEDULE I. Toronto Hydro, in its sole discretion, will determine the size, structure, and composition of the Evaluation Committee. The Evaluation Committee will include members of the Supply Chain Services Department. The Evaluation Committee may be assisted by and receive advice from any of Toronto Hydro’s employees or Representatives in any manner determined necessary or desirable by Toronto Hydro.
- (c) The successful Respondent(s), if any, will be selected by Toronto Hydro, in its sole discretion, based on Toronto Hydro’s assessment of which Proposal is considered to be the most advantageous to Toronto Hydro based on the evaluation criteria provided in SCHEDULE I.
- (d) Toronto Hydro reserves the right, in its discretion, to negotiate with multiple Respondents concurrently. Toronto Hydro and its Representatives shall incur no liability to any other Respondents as a result of such negotiations.

2.15 Selection of Proposals

- (a) This RFP does not constitute a call for tenders or a contract to purchase goods or services, and Toronto Hydro is under no obligation or commitment whatsoever to select any Proposal and expressly reserves the right, in its discretion, to reject any or all Proposals without notice or reasons including, without limitation, the lowest priced Proposal. The submission of a Proposal does not create a contract of any kind between a Respondent and Toronto Hydro. For greater certainty, by submitting a Proposal Respondents acknowledge that this RFP is not intended to create a Contract “A” or “bidding contract”.
- (b) Toronto Hydro reserves the right to select the Proposal that, in its discretion, it deems most advantageous, notwithstanding any custom, usage or agreement in the industry or trade, or any other policy or practice to the contrary.
- (c) Toronto Hydro will not consider Proposals that are non-compliant with the material requirements set out in this RFP. Toronto Hydro may determine that a Proposal is non-compliant at any time during the RFP process (after the Submission Deadline) and, for greater clarity, at any time during the evaluation process set out in SCHEDULE I to this RFP, and without liability, cost or penalty, may declare that the Proposal shall not be given any further consideration.
- (d) Notwithstanding (c) above, Toronto Hydro reserves the right, in its sole discretion, to waive minor non-compliance with the formatting and submission requirements of this RFP, and to retain for its evaluation and possible award Proposals which do not conform to these requirements, provided that in Toronto Hydro’s sole opinion such non-compliance i) does not materially advantage or disadvantage any Respondent participating in this RFP; ii) impair Toronto Hydro’s ability to evaluate the Proposal; or iii) constitute an attempt by the Respondent to modify any rights or obligations under the Contract. Respondents are cautioned that any such retention of non-compliant

Proposals for evaluation and possible award will be rare and solely at Toronto Hydro's discretion. Respondents are therefore urged to ensure that their Proposal is fully compliant with all requirements of this RFP.

- (e) Without limiting the generality of the foregoing, Toronto Hydro may, in its discretion and at any time with reasonable notice, and without liability:
 - (i) modify the terms of this RFP provided sufficient time is given to Respondents to respond; or
 - (ii) terminate this RFP.
- (f) If Toronto Hydro does not receive any satisfactory compliant Proposals, which only Toronto Hydro, in its sole discretion, may determine, with reference to the evaluation criteria set out in SCHEDULE I, or if an insufficient number of Proposals are submitted, or where Toronto Hydro determines that it is not in the public interest to award the Contract in its current or any form, it may, in its sole discretion:
 - (i) revise the scope of work identified in this RFP by amending the RFP and providing Respondents with reasonable notice and inviting one or more of the compliant Respondents to resubmit a Proposal in order to supplement or clarify their Proposal; or
 - (ii) terminate this RFP.
- (g) Neither Toronto Hydro nor any of its Representatives shall incur any obligation or liability to any Respondent in the exercise of any of the rights noted above or for declining to exercise any such rights.

2.16 Notification to Other Respondents

Once the successful Respondent(s) is notified of their selection, the other Respondents will be notified by Toronto Hydro in writing of the outcome of the RFP process. This notification shall be provided by Toronto Hydro to the other Respondents by email to the email address provided by the Respondent in SCHEDULE G and shall be deemed to have been received by a Respondent on the date that it is sent by Toronto Hydro.

2.17 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the selection process in accordance with Section 2.16 above. A request must be submitted to the RFP Administrator in writing and must be made within ten (10) business days from the date that the notification was deemed to have been received in accordance with Section 2.16 above. The purpose of a debriefing is to explain to a Respondent how their submission was evaluated so that future bids can be improved. A debriefing is not an opportunity to challenge the RFP process.

2.18 Confidentiality

- (a) This RFP, and all information and data disclosed by Toronto Hydro in relation thereto, including without limitation all information related to Toronto Hydro's business operations, processes or technology, whether marked as confidential or not, constitutes "Confidential Information" which

is, and will remain, the property of Toronto Hydro, and is not to be copied or distributed without the prior written approval of Toronto Hydro.

- (b) Notwithstanding the foregoing, Confidential Information does not include any information or data which:
 - (i) is or becomes publicly known through no breach of the terms or conditions of this RFP; or
 - (ii) is independently developed by a third party without reference to Confidential Information and without breach of the terms or conditions of this RFP.
- (c) The Respondent agrees to maintain the confidentiality of the Confidential Information, and further agrees not to use or duplicate such Confidential Information for any purpose other than responding to this RFP, and will not, without the prior written consent of Toronto Hydro, disclose or make any Confidential Information available to any third party.
- (d) Notwithstanding any obligations of confidentiality herein, the Respondent may disclose Confidential Information where required to do so by court order or other legal compulsion, provided the Respondent gives Toronto Hydro prior notice, as permitted by law, of the compulsory disclosure.
- (e) Upon request, the Respondent shall forthwith provide the Supply Chain Services Department with a certificate from a senior officer of the Respondent attesting that no Confidential Information has been retained by the Respondent, nor will it be used by the Respondent for any purpose other than responding to this RFP or entering into negotiations with Toronto Hydro for a Contract, if applicable.
- (f) The terms of this Section 2.18 shall survive any termination or expiry of this RFP for the longer of five (5) years after (i) the Submission Deadline; and (ii) the termination or expiry of this RFP.

2.19 No Representations or Warranties

- (a) Nothing in this RFP is intended to relieve Respondents of their responsibility to form their own opinions and conclusions in respect of the matters addressed in this RFP and to satisfy themselves independently regarding the accuracy and completeness of the information provided and the assumptions made in this RFP. Toronto Hydro and its Representatives make no representations or warranties, either express or implied, in fact or in law, with respect to the accuracy or completeness of the information provided in this RFP.
- (b) Without limiting the generality of the foregoing, Toronto Hydro and its Representatives shall not be liable for any claim, action, cost, loss, damage or liability whatsoever arising from or related to any information or advice or any errors or omissions that may be contained in this RFP or any data, materials, or documents disclosed or provided to the Respondent pursuant to this RFP or otherwise. The only representations and warranties made by Toronto Hydro or its Representatives, if any, will be those contained in the Contract.

2.20 No Damages

All costs, expenses, losses, damages and liabilities which may be incurred by the Respondents as a result of or arising out of the submission, acceptance or rejection of their Proposals, including the cost of preparing and submitting a Proposal, shall be borne entirely by the Respondents.

The Respondent agrees that if Toronto Hydro commits a breach of this RFP, the liability of Toronto Hydro and its Representatives to the Respondent, whether based upon an action or claim in contract, tort, restitution or any other legal theory, or for any claim, action, costs, losses, damages or liability whatsoever arising from any act or omission by Toronto Hydro or its Representatives, including the rejection of any or all of the Proposals, the consideration or evaluation of any or all of the Proposals, negotiations in relation to the Proposals, the selection of a Respondent, a decision to amend the RFP, or for any information or advice or any errors or omissions that may be contained in this RFP or any data, materials, or documents disclosed or provided to a Respondent pursuant to this RFP or otherwise, the aggregate amount of damages recoverable against Toronto Hydro and/or its Representatives shall be no greater than the demonstrated Proposal preparation costs of the Respondent seeking damages.

2.21 No Collusion

Each Respondent's Proposal shall be prepared without any connection, knowledge, comparison of information, or arrangement with any other Respondent (or any Representative thereof) and each Respondent shall be responsible to ensure that its participation in this RFP process is conducted fairly and without collusion or fraud and in full compliance with the laws relating to competitive bidding, including the *Competition Act*, R.S.C., 1985, c. C-34 (as amended).

2.22 Conflicts of Interest

The Respondent is required to disclose in its Proposal and on an ongoing basis thereafter any conflict of interest, real or perceived, that exists now or may exist in the future, with respect to this RFP, any resulting Contract, or in relation to Toronto Hydro or its Representatives. Toronto Hydro may disqualify at any stage of this RFP process a Respondent deemed to be in a conflict of interest.

2.23 Assignment

The Respondent may not assign the right to issue a Proposal in response to this RFP to any third party, including any of the Respondent's Affiliates, without Toronto Hydro's prior written consent.

2.24 Governing Law

This RFP, all Proposals submitted in response thereto, and any resulting Contract, shall be governed by the laws in force in the Province of Ontario and the laws of Canada applicable therein. This RFP is subject to any applicable requirements set out in Chapter 5 of the *Canadian Free Trade Agreement* (2017).

2.25 Accessibility for Ontarians with Disabilities Act

Toronto Hydro is subject to the *Accessibility for Ontarians with Disabilities Act, 2005* and its regulations. Where applicable, Toronto Hydro will specify the desired accessibility standards to be met and the related

submission requirements, and will provide guidelines for the evaluation of Proposals in respect of those requirements. Such information is set out in the RFP.

2.26 Price Certification

The Respondent certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Respondent's most favoured customer, for the like quality and quantity of the goods, services, or both.

3. PROPOSAL REQUIREMENTS

All Proposals shall contain the information set out in SCHEDULE C.

4. GOODS/SERVICES REQUIRED

Toronto Hydro is seeking Proposals from Respondents for the goods and/or services described in SCHEDULE C, including any attachments thereto. Respondents shall indicate in their Proposals whether they can meet the requirements and specifications listed in SCHEDULE C, including any attachments thereto.

5. CONTRACT NEGOTIATIONS

5.1 Contract Terms and Conditions

If selected by Toronto Hydro, the successful Respondent(s) shall enter into negotiations for a Contract with Toronto Hydro setting out the terms and conditions that will apply to the services contemplated by this RFP. Subject to any negotiated amendments or modifications, Toronto Hydro expects to enter into a Contract substantially in the form of SCHEDULE D ("Standard Terms and Conditions") and SCHEDULE E ("Additional Terms and Conditions") hereto.

5.2 Contract Negotiations

- (a) Toronto Hydro anticipates that it will enter into negotiations with the successful Respondent(s), if any, with a view to finalizing and, where applicable, signing the Contract by no later than the Date for Execution of the Contract specified in SCHEDULE B.
- (b) If the terms of the Contract cannot be finalized by the Date for Execution of the Contract specified in SCHEDULE B, then Toronto Hydro may, in its discretion, terminate negotiations with such Respondent(s) following which termination Toronto Hydro may in its discretion, negotiate a Contract with the next-ranked compliant Respondent on the basis of the Evaluation Criteria set out in SCHEDULE I hereto.
- (c) Upon agreement of the Contract terms, the Respondent agrees to return the signed Contract, where applicable, together with the specified certificate of insurance, surety bonds and Workplace Safety and Insurance Board certificates, as may be applicable, to Toronto Hydro within one (1) week from the date of Toronto Hydro's delivery of said Contract.

SCHEDULE B

RFP SCHEDULE / QUESTIONS & COMMUNICATIONS WITH TORONTO HYDRO

(a) QUESTIONS/COMMUNICATIONS WITH TORONTO HYDRO

All questions or communications regarding this RFP are to be addressed solely to:

Attention: **Arun Thampy**, RFP Administrator
Supply Chain Services Department
Reference: RFP No. **24P- 1704**
Toronto Hydro-Electric System Limited
715 Milner Ave
Toronto, Ontario M1B 3C3
E-mail: **athampy@torontohydro.com**
Telephone: **(905) 760-8621 Ext: 259**

Proposals shall be submitted using the procurement software being utilized by Toronto Hydro to administer this RFP.

(b) RFP SCHEDULE

Issue of RFP	February 24th , 2025
Deadline for Submission of Questions	March 5th 2025
Submission Deadline	March 31st , 2025
Date for Selection of Successful Respondent(s)	May 22nd , 2025
Date for Execution of the Contract	June 30th , 2025
Proposal Validity Date	6 months after Submission Deadline above

(c) SUBMISSION OF PROPOSALS

Respondents shall submit their Proposal using the procurement software being utilized by Toronto Hydro to administer this RFP, and to which each qualified Respondent has been provided credentials.

Respondents shall submit their Proposal by **no later than 1:59:59 p.m. EST on the Submission Deadline**. Any Proposal received after this time may be returned unopened to the Respondent and the Proposal given no further consideration by Toronto Hydro.

(d) MODIFICATIONS/AMENDMENTS BY TORONTO HYDRO

In the event that modifications or amendments to this RFP are required to be made by Toronto Hydro, Respondents will **only** be notified electronically to the email address(es) provided by the Respondent in the procurement software being used by Toronto Hydro to administer this RFP with reasonable time for the Respondent to respond. Toronto Hydro accepts no responsibility or liability in the event that such email address(es) do not receive notifications. Respondents also acknowledge that for purposes of Canada's anti-spam legislation that a business relationship exists between the Respondent and Toronto Hydro with regards to communications between Toronto Hydro and the Respondent related to this RFP and any Contract negotiations, if applicable.

(e) PROPOSAL VALIDITY

Proposals, including the price component, will remain fixed and irrevocable from the Submission Deadline until 11:59:59 PM on the Proposal Validity Date. A Proponent may indicate in its Proposal that its Proposal, including the Proposal prices, will remain fixed and irrevocable for a period of time that extends beyond the Proposal Validity Date. By submitting a Proposal, Respondent acknowledges and agrees that Toronto Hydro may rely on the irrevocability of its Proposal but that this irrevocability is in no way meant to create contractual or other obligations in favour of Respondent.

SCHEDULE C

PROPOSAL REQUIREMENTS AND SCOPE

All Proposals shall contain the following information:

PART I - General Requirements

1. Information Regarding Respondent

Respondent shall provide the following information, as may be applicable (and if necessary, be included as separate attachments, as required):

- (i) a description of the Respondent's corporate structure, including an organizational chart identifying the Respondent's parent, subsidiaries or other affiliated corporations, partnerships or organizations;
- (ii) if the Proposal is submitted by a partnership, the correct name, firm and style of such partnership must be given, together with the names of all partners;
- (iii) Respondents who respond as a joint venture in accordance with SCHEDULE A, Section 2.2(d) must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - c. the name of the joint venture, if applicable.
- (iv) a current copy of the Respondent's current credit report and name of rating agency;
- (v) if the Respondent is a partnership or a joint venture, the current credit report and name of the rating agency for each of the partners of the partnership or members of the joint venture;
- (vi) a description of the strength and size of the Respondent's business in the Ontario market, with particular emphasis on Toronto-based operations (such information may include, for example, annual dollar sales, or market share percentage);
- (vii) a copy of all regulatory licences, approvals and authorizations held by Respondent in Ontario that may be relevant to the Contract; and
- (viii) any further information relating to the Respondent as may be required in the 'Scope' section of this SCHEDULE C described below.

2. Price Offer

Respondents shall provide detailed itemized pricing information for all goods and services set out in the 'Scope' section of this SCHEDULE C, described below. Respondents are to provide pricing information in the form of the Pricing Schedule attached at SCHEDULE H.

All pricing shall be expressed in Canadian currency.

The pricing information shall also include:

- (i) a description of any conditions or qualifications relevant to the Respondent's ability to

- contract with Toronto Hydro at the quoted prices or generally;
- (ii) all prices shall indicate any applicable taxes (including HST), duties or charges separately;
 - (iii) any alternative pricing offer(s), as may be available in the Respondent's discretion;
 - (iv) any further details or description of the Respondent's proposed price offer which the Respondent deems relevant or important to disclose, including details regarding how volume adjustments would be managed, and what impact such adjustments would have on the price, if any, should Toronto Hydro wish to reduce or increase volumes during the Contract term; and
 - (v) any alternative price offers may be considered by Toronto Hydro, in its sole discretion.

3. Additional Goods/Services

The Respondent may provide a description of any additional or related goods or services that it can offer to Toronto Hydro, if any, and clearly specify any and all additional costs related thereto.

4. Additional Information

The Respondent may provide any additional information that the Respondent estimates, in its discretion, will assist Toronto Hydro in reviewing and assessing the Proposal.

5. Sustainability

Please see the appropriate Sustainability tab in the applicable procurement software utilized by Toronto Hydro for this requirement.

PART II - Scope

(a) Introduction

Toronto Hydro currently provides clothing for its employees and offers laundering services for certain items. The clothing is made of flame resistant (“FR”) materials. The clothing is designed for work in both energized and de-energized electrical equipment and fittings, in various conditions and environments, including indoor and outdoor spaces, during all four seasons, from wide open spaces above ground to close confines underground in vaults. Toronto Hydro would characterize the nature of the work performed in the apparel as heavy duty and highly dirty.

The purpose of this RFP is to seek Proposals which will result in a multi-year Contract for the supply of pick-up and delivery, laundering, repair, retirement and reporting services for Toronto Hydro’s FR clothing (the “Services”). Toronto Hydro seeks, among other things detailed in this RFP, to minimize costs, maximize service, optimize continuous cooperation and assure it has access to the latest industry information and technology associated with uniforms and related services. The well-being and satisfaction of Toronto Hydro employees who qualify for laundering services is also of utmost importance.

(b) Information Regarding Respondent

In addition to the general requirements set out in Schedule C Part I – General Requirements, Respondents shall provide a profile of its organization including the following information:

- i. Warehouse and laundry locations, facilities and space identifying those that will service Toronto Hydro;
- ii. Experience and capability to launder FR Clothing based on the laundry guidelines mentioned in Appendix C.1 to this RFP;
- iii. Experience and capability to repair FR Clothing while maintaining the FR rated specifications specified in Appendix C.1;
- iv. Prior experience with accounts of the same scale as Toronto Hydro, and if available, with a focus on electricity or local distribution companies;
- v. Equipment and laundry processes used;
- vi. Quality, safety and environmental policies and certifications;
- vii. A minimum of three (3) customer references (preferably utilities) with contact particulars and consent for Toronto Hydro to contact; and
- viii. A detailed implementation plan, including descriptions of how the Respondent can ensure a smooth transition from Toronto Hydro’s current supplier to the Respondent within a reasonable timeline.

(c) Term

Subject to any rights of termination set out in the Contract, the term of the Contract with the successful Respondent will be five (5) years (the “Initial Term”). Toronto Hydro will have the option, in its sole discretion, to renew the Contract beyond the Initial Term for up to two (2) additional one (1) year terms (each a “Renewal Term”).

(d) Goods/Services Required

1. Laundry services

- i. The successful Respondent shall provide laundering of the all items mentioned in Schedule H as well as others as required. Toronto Hydro requires a complete laundry and repair service which includes pickup and delivery service to three (3) locations:
 - 71 Rexdale;
 - 500 Commissioners; and
 - 715 Milner Ave, Toronto.
- ii. An in-person pickup early morning or late afternoon scheduled twice a week at 500 Commissioners Street and once a week to all other Toronto Hydro locations identified in this RFP. Locations may be amended by Toronto Hydro from time to time;
- iii. The soiled clothing must be delivered within one week once laundered. Laundry services must also adhere to all Laws, particularly environmental laws, as the service involves hazardous substances such as lead;
- iv. Proven ability to launder FR clothing using the commercial laundry guidelines of the fabrics used in Toronto Hydro's clothing as per Appendix C.1. These guidelines are very similar, but must be followed, respectively, as stated to avoid compromising the FR qualities of the garments;
- v. Proven ability to launder arc rated harnesses using the laundry guidelines as per the tags on the garments and the attached Appendix C.1. Any deviation to the pH level and water temperature could harm the material and its protective properties;
- vi. The ability to make additional pick-ups and deliveries on an as needed (un-scheduled) basis;
- vii. In-person delivery and pick-up by an employee of the successful Respondent experienced and familiar with the successful Respondent's operations and Toronto Hydro's locations;
- viii. Successful Respondent must be knowledgeable on laundry and repair services and service offerings to be able to address employee inquiries and complaints in the first instance when required;
- ix. Professional laundry service in accordance with all Applicable Laws, including without limitation all Environmental Laws and the respective commercial laundry guidelines, and in the case of Arc rated harnesses attached hereto as Appendix C.1; and
- x. Maximum one week turnaround on all items.

2. Repair

- i. Minor repairs should be identified with incoming garments and repaired automatically. Minor repairs include small cuts, tears or loose buttons. Costs for minor repairs should be included in the Price Form;
- ii. Minor cuts and tears in the garments should be repaired with standard FR rated material approved by Toronto Hydro including identification of garments requiring repair and completion of the necessary repairs and FR thread must be of the same colour as the garments;
- iii. Conduct repairs such as stitching if necessary; and
- iv. Any garment that is not repairable, should be identified and returned to Toronto Hydro.

3. Tracking

- i. Garment tracking to confirm employee drop-off and delivery;
- ii. Replacement/reimbursement of clothing lost or misplaced by the successful Respondent at the purchase price;
- iii. Garments laundered must be listed down with the below details:

Toronto Hydro Employee Name, Employee Number, Number of Garments delivered and the date of the delivery.

- iv. Any garment that is not repairable, should be tracked and identified.

4. Reporting

The successful Respondent is responsible for providing the following reporting services:

- i. Bi-weekly reporting by pick-up date, location, Toronto Hydro employee name and number of: garments received, garments laundered, garments repaired and reason why (i.e., end of useful life, misuse);
- ii. Monthly detailed invoicing report;
- iii. A designated senior contact person acceptable to Toronto Hydro to coordinate ongoing laundry service issues, to address issues escalated from the successful Respondent's pick-up and delivery representative, and to work with Representatives from Toronto Hydro to resolve issues.

5. Other

In addition to the above-mentioned Services required, please provide additional information on additional value added services, such as online services, and ability to collaborate with Toronto Hydro's current clothing supplier.

(e) Pricing Requirements/Payment Terms

Respondents must complete the Price Forms in SCHEDULE H attached. The price shall be submitted in Canadian dollars (\$CDN) and shall remain fixed each year of the term. Other products and services should be priced in the manner specified in SCHEDULE H. Provide pricing and/or escalation clause for the optional years to cover any price variance, if applicable. All taxes must be shown separately.

(f) Subcontractors

The Vendor may only subcontract any of the Services under the Contract with the prior written consent of Toronto Hydro. If subcontracting is permitted, the Vendor shall enter into agreements with such subcontractors to require them to perform the Services in accordance with all Applicable Laws and the terms of the Contract and the Vendor shall be liable for any acts or omissions of such subcontractors as if such acts or omissions were those of persons directly employed by the Vendor. The Vendor agrees to incorporate the terms of the Contract into all subcontract agreements with its subcontractors. Any subcontract shall not relieve the Vendor from any of its obligations or liabilities under the Contract.

(g) Timeframes

Respondents are requested to provide a detailed description of all aspects of their laundry service including pick-up and delivery, tracking, laundering, repair, retirement and reporting. A complete laundry and repair service which includes:

- i. The turnaround times for laundered items should be at a maximum of one week;
- ii. Bi-weekly reporting by pick-up date, location, employee name and number of: garments received, garments laundered, garments repaired and reason why (i.e., end of useful life, misuse)
- iii. Weekly detailed invoicing showing total number of garments laundered and/or repaired.

(h) Procedures

- i. Toronto Hydro crews bag their soiled clothing in a bin to be picked up by the successful Respondent. It is required that the successful Respondent provide bags for this purpose. Bins to be provided by Toronto Hydro.
- ii. Successful Respondent launders the used clothing and conducts inspection for tears and cuts.
- iii. Minor cuts and tears in the garments should be repaired with standard FR rated material approved by Toronto Hydro including identification of garments requiring repair and completion of the necessary repairs and FR thread must be of the same colour as the garments ;
- iv. Laundered clothing will be delivered back to the Toronto Hydro location that the clothing was originally picked up at.
- v. Any lost or mishandled clothing will be charged back to the Respondent at Toronto Hydro's current moving average price of the garment.

(i) Warranty

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(j) Applicable Laws, Licences and Permits

Vendor must follow all applicable laws which relate to environmental, OHSA, product liability and transportation.

(k) Insurance/Bonding Requirements

Please see Section 16 of SCHEDULE D.

(l) Toronto Hydro's Responsibilities

Toronto Hydro to provide the designated bins at the above mentioned three locations. All the clothing items that require laundry services will be picked up twice a week by the respondent on a regular basis from the designated bins. The clothing containing hazardous substances (lead for example) or being excessively soiled should be bagged properly by the TH personell with the identification slips.

(m) Other Information

Toronto Hydro's Representatives shall have the right to inspect work done at all times and may reject any garments which are returned unsatisfactory. Any of the work so rejected shall be re-done by the successful Respondent to the Representative's satisfaction at the successful Respondent's sole expense.

The successful Respondent's Representatives shall be required to sign in and out with the security guard at each location.

(n) Transition Requirements

As part of the transition requirement, the successful Respondent will be required to implement a tracking system for clothing that will go through the laundry service. There are currently an estimated number of 170 Toronto Hydro employees eligible for laundry services, with an estimate total volume of 20,000 garments annually.

The successful Respondent shall provide Toronto Hydro with support on account setup, ensuring seamless transition and minimal service disruption. The successful Respondent will provide implementation and training plans to Toronto Hydro for approval prior to the implementation as required.

The successful Respondent must provide access to all tracking information during the Term of the Contract. Upon completion of the Contract, all tracking information should be handed over to Toronto Hydro and permanently erased. Additionally, any tracking information embedded in clothings must be removed at the end of the Contract.

Respondents shall provide the following information in their submission:

- (i) A detailed implementation plan, describing how the Respondent can ensure a smooth transition from Toronto Hydro's current supplier to the Respondent within a reasonable timeline.

Appendix C.1

Laundry Specifications and Guidelines

[Please see attached]

SCHEDULE D

STANDARD TERMS AND CONDITIONS

1. Standard Terms and Conditions

The Vendor's commencement of performance of the terms of the Contract, including delivery of all or part of the goods/services, shall be deemed to conclusively evidence the Vendor's agreement and acceptance of these Standard Terms and Conditions and the Additional Terms and Conditions in SCHEDULE E, if any. Toronto Hydro's acceptance of the Vendor's goods or services shall not constitute acceptance of any additional or different terms in the Vendor's invoice or other documentation. No modification or amendment to these Standard Terms and Conditions shall be binding on Toronto Hydro unless agreed to in writing.

2. Term

Subject to any termination rights in the Contract, the term of the Contract shall be as set out in the Contract.

3. Price and Payment

- a) The price shall be as specified in the Contract and, except as otherwise provided, shall be in Canadian dollars DDP Toronto Hydro's location (INCOTERMS 2010), and shall represent the total cost to Toronto Hydro, excluding any value added taxes (including Harmonized Sales Tax) but including all other applicable taxes, duties, packaging, handling and delivery costs. Toronto Hydro shall withhold any applicable non-resident withholding taxes from any amount owing under the Contract and remit such taxes to the appropriate federal taxing authority. If no price is stipulated in the Contract, the price must not exceed the last previous quotation made by the Vendor to Toronto Hydro for the same goods or services.
- b) Unless otherwise provided in this Agreement, the Vendor shall invoice Toronto Hydro after final inspection and acceptance by Toronto Hydro of the Goods supplied/Services performed and subject to receipt of all documents required by this Agreement. **Invoices must be sent electronically to: AP@torontohydro.com.** Subject to approval of the invoice by Toronto Hydro, receipt of all documents required by this Agreement, and final review by Toronto Hydro, Toronto Hydro shall make payment to the Vendor via electronic funds transfer not later than thirty (30) days following receipt of an acceptable invoice and the EFT Information (as set out below). **The Vendor must provide Toronto Hydro with, in the case of the first payment only, (i) a void cheque, pre-printed deposit slip or bank confirmation letter and (ii) the email address where the Vendor wishes to receive remittance information (together, "EFT Information"). EFT Information must be sent electronically to efthelp@torontohydro.com or to 14 Carlton Street, Toronto, ON, M5B 1K5, Attention: Treasury Department.** Toronto Hydro reserves the right to pay the Vendor through other payment methods.

4. Delivery of Goods/Services

- a) All goods and services shall be delivered and/or performed in accordance with the terms, specifications and schedules specified in the Contract. The Vendor shall immediately notify Toronto Hydro, in writing, of any circumstances known or suspected that may cause delay in the delivery of goods/services. Unless otherwise agreed in writing, Toronto Hydro will not accept deliveries in excess of those specified in the Contract and such deliveries shall be entirely at the Vendor's risk and may be returned by Toronto Hydro to the Vendor at the Vendor's sole cost and expense.

- b) Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the date of the Contract. In the event of any question, dispute, disagreement or difference of opinion between Toronto Hydro and the Vendor relating to the quality or acceptability or rate of progress of any goods or services or relating to the interpretation of the specifications in the Contract or the performance of the Contract, the opinion of Toronto Hydro or its authorized Representative shall govern and be binding on the parties hereto.

5. Subcontractors

The Vendor may only subcontract any of the services or the manufacture or delivery of any goods under the Contract with the prior written consent of Toronto Hydro. If subcontracting is permitted, the Vendor shall enter into agreements with such subcontractors to require them to perform the services and manufacture or deliver the goods in accordance with all Applicable Laws and the terms of the Contract and the Vendor shall be liable for any acts or omissions of such subcontractors as if such acts or omissions were those of persons directly employed by the Vendor. The Vendor agrees to incorporate the terms of the Contract into all subcontract agreements with its subcontractors. Any subcontract shall not relieve the Vendor from any of its obligations or liabilities under the Contract.

6. Risk of Loss

All goods shall be safely and securely packed for shipment. Title to and risk in the goods shall pass to Toronto Hydro on delivery. All delivery costs, including insurance, are for the account of the Vendor.

7. Invoice Requirements

The Vendor must render two (2) copies of invoices with the bill of lading attached, on the same day that shipment is made.

The Vendor shall submit invoices to Toronto Hydro in accordance with the payment terms as set out in SCHEDULE B containing:

- (ii) a detailed description of the Services performed during the invoice period;
- (iii) the dates and the amount of time spent by the Vendor for the provision of the Services;
- (iv) the hourly rates;
- (v) the total HST applicable to the Services during the invoice period, as well as the Vendor's HST registration number; and
- (vi) a detailed description of any applicable disbursements incurred around the invoice period, supported by documentation in a form acceptable to Toronto Hydro.

8. Time of the Essence

Time is of the essence in the Contract. The Vendor shall deliver all goods and/or perform all services in accordance with the dates and times for performance and delivery specified in the Contract and Toronto Hydro shall have the right to take possession of and use any completed or partially completed portions notwithstanding any provisions expressed or implied to the contrary.

9. Force Majeure

- a) As used herein, “Force Majeure” means events beyond the reasonable control of a party applying reasonable diligence and foresight given the nature of the goods/services being provided under the Contract, including, as applicable, any Acts of God and the public enemy, the elements; fire; accidents; vandalism; sabotage; power failure; strikes, lockouts or any other industrial, civil or public disturbances; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts and any other similar causes or acts.
- b) If, by reason of Force Majeure, either party hereto (the “Frustrated Party”) is delayed or unable, in whole or in part, to perform or comply with any obligation or condition of this Contract, then it will be relieved of liability and will suffer no prejudice for failing to perform or comply or for delaying such performance or compliance during the continuance and to the extent of the inability so caused from and after the happening of the event of Force Majeure, provided that it gives to the other party prompt notice of such inability, reasonably full particulars of the cause thereof and the expected cessation. If notice is not promptly given, then the Frustrated Party will only be relieved from performance or compliance from and after the giving of such notice. The Frustrated Party will use its best efforts to remedy the situation and remove, so far as possible with reasonable dispatch, the cause of its inability to perform or comply, provided, however, that settlement of strikes, lockouts and other industrial disputes shall be within the discretion of the Frustrated Party. The Frustrated Party will give prompt notice of the cessation of Force Majeure. If at any time the Vendor cannot deliver any of the goods or services required to be provided pursuant to the Contract due to Force Majeure, Toronto Hydro may engage any other party to provide such goods or services which the Vendor cannot provide. The benefit of this provision shall only survive for thirty (30) days from the commencement of an event of Force Majeure. A requirement to disclose Confidential Information other than under Canadian law pursuant to the terms of the Contract shall not be an event of Force Majeure. A failure by a sub-contractor to perform shall not be an event of Force Majeure for a Frustrated Party unless such sub-contractor is itself suffering from an event of Force Majeure and the provisos set forth above are followed.

10. Representations and Warranties

The Vendor represents and warrants to Toronto Hydro that:

- a) it has the corporate power and authority to enter into the Contract and to perform its obligations thereunder, and that the Contract constitutes a legal, valid, and binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms;
- b) the Vendor, after conducting due diligence, is not aware of any actions, suits or other legal proceedings which may affect its ability to perform the Contract;
- c) it is the absolute beneficial owner of the goods, with good and marketable title, free and clear of all liens, charges, encumbrances or rights of others and is exclusively entitled to possess and dispose of the same;
- d) the services shall be performed in a professional, diligent and competent manner and shall meet or exceed those standards generally observed by reputable and competent members of the same industry providing similar services;

- e) it will avoid cross-contamination of lead or other deleterious substances between items of clothing during the laundering process;
- f) it will reduce and/or eliminate dirt, excess detergents and up to 99% of all contaminants thus reducing and/or eliminating any potential cross-contamination and restoring all garments to a clean and safe standard;
- g) it is an expert, trained, equipped and capable in providing the services and shall only use reliable, qualified and competent persons, as that term is defined in the Occupational Health and Safety Act (Ontario) (the "OHSA"), to perform the services;
- h) it is in compliance with and has paid, and will continue to pay, all assessments and other amounts owing pursuant to the Workplace Safety and Insurance Act, (1997) (Ontario); and
- i) it is satisfied with the conditions under which the Goods will operate, and shall assume full responsibility for understanding the conditions of supply, operation, and service.

11. Warranty

All Goods and/or Services shall be in compliance with all Applicable Laws and will conform to the specifications, drawings, samples, symbols or other descriptions as specified in SCHEDULE A hereto and will be fit and sufficient for their intended purpose, merchantable and free from defects in material and workmanship. This warranty is in addition to all other warranties specified in the Contract or implied by law and shall survive acceptance and payment.

12. Inspection

All goods delivered and services performed will be subject to final inspection and approval by Toronto Hydro after delivery or performance, notwithstanding any prior payment. In the event that goods are delivered or services are performed which are not in conformity with the terms and conditions and specifications of the Contract, Toronto Hydro may, at its option:

- a) reject the goods and services and require the Vendor to immediately re-deliver the goods and re-perform the services;
- b) negotiate with the Vendor an agreeable reduction in the price of the delivered, non-conforming goods and services;
- c) rework, or cause to be reworked, the delivered, non-conforming goods and services, at the Vendor's expense, which expense shall constitute a proper set-off by Toronto Hydro against amounts otherwise due to the Vendor under the Contract; or
- d) reject the Goods and/or Services and require a repayment of applicable amounts for such deliverables.

13. Termination

- a) The purpose of this provision is to permit Toronto Hydro to terminate the Contract for its convenience, in its sole judgement and at its sole option, on the following terms. Toronto Hydro may terminate the Contract by providing at least sixty (60) days prior written notice of such termination. Upon issuance of such notice, the Vendor shall stop delivery of the goods and

performance of the services under the Contract, except as may be necessary to carry out such termination and take any other action which Toronto Hydro may reasonably direct. Upon a termination for convenience, Toronto Hydro shall pay for such goods and services requested and accepted by Toronto Hydro up until the effective date of such termination. Toronto Hydro shall not be liable to the Vendor for any other costs or damages whatsoever arising from such termination, including, without limitation, any indirect, consequential or special damages such as a loss of profit or loss of opportunity.

- b) If the Vendor fails to fulfil any covenant or material obligation under the Contract, including, without limitation, the failure to meet the delivery schedule or any specification contained therein, or breaches any representation or warranty contained therein, then Toronto Hydro may, without prejudice to any other right or remedy Toronto Hydro may have, notify the Vendor in writing that the Vendor is in default of its contractual obligations and instruct the Vendor to correct the default within five (5) Business Days immediately following the receipt of such notice. If the Vendor fails to correct the default in the time specified, then, without prejudice to any other right or remedy Toronto Hydro may have, Toronto Hydro may either correct such default and deduct the cost thereof from any payment then or thereafter due to the Vendor and/or terminate the Contract.
- c) If bankruptcy or insolvency proceedings are instituted by or against the Vendor or the Vendor is adjudicated a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors or proposes or makes arrangements for the liquidation of its debts, or a receiver or receiver and manager is appointed with respect to all or part of the assets of the Vendor, Toronto Hydro may, without prejudice to any other rights or remedies it may have, immediately terminate the Contract.
- d) The termination of the Contract shall not affect any rights or obligations which may have accrued prior to such termination or any other right which the terminating party may have arisen out of either the termination or the event giving rise to the termination.

14. Liability and Indemnification

The Vendor shall be liable for and shall indemnify and hold harmless Toronto Hydro and its Representatives from all claims, demands, actions, penalties, damages, losses, judgments and settlements, liabilities, costs, expenses, including legal fees and other related costs and expenses arising out of, related to, or incident to, the Vendor or any of its Representatives' supply of the goods or performance of the services under the Contract, including, without limitation:

- a) any breach, violation or non-performance by the Vendor or any of its Representatives of any terms, conditions, warranties, obligations or covenants contained in the Contract;
- b) any breach or violation by the Vendor or any of its Representatives of any Applicable Laws; and
- c) any actions, omissions, negligence or wilful misconduct of the Vendor or any of its Representatives.

15. Health and Safety

- a) The Vendor shall be responsible for:
 - (v) managing the health and safety of its own personnel and other Representatives;
 - (vi) ensuring compliance with all Applicable Laws related to health and safety, including without limitation the OHSA; and

- (vii) ensuring that its personnel and other Representatives are aware of any safety hazards involved in working in or around Toronto Hydro's facilities and all Applicable Laws with respect thereto.
- b) Neither Toronto Hydro, nor its Representatives, shall be liable for any loss, damages or claims arising directly or indirectly from the Vendor's work in or around Toronto Hydro's facilities, and the Vendor hereby waives any claims to which it may become entitled for such loss or damage and releases Toronto Hydro and its Representatives from any and all such claims.

16. Insurance

- a) Unless otherwise specified in the Contract, the Vendor shall, during the term of the Contract, and at its own expense, maintain and keep in full force and effect:
 - (i) commercial general liability insurance on an occurrence basis having a minimum inclusive coverage limit, including personal injury and property damage, of not less than five million dollars (\$5,000,000.00) per occurrence with property damage deductible of not more than fifty thousand dollars (\$50,000.00), which shall be extended to cover contractual liability, products and completed operations liability, contingent employer's liability, owners/contractors protective liability and must also contain a cross liability clause and a severability of interest clause, and must name Toronto Hydro and its Affiliates as additional insureds;
 - (ii) any and all insurance and/or financial assurance required by the Ministry of the Environment and any applicable Governmental Authority as well as environmental liability insurance and pollution liability coverage on at least a sudden and accidental basis, all on an per occurrence basis having a minimum inclusive coverage limit of not less than two million dollars (\$2,000,000.00) per occurrence;
 - (iii) automobile liability insurance on all owned and non-owned vehicles used in connection with this Agreement and such insurance coverage shall have a limit of not less than two million dollars (\$2,000,000.00) per vehicle, in respect of bodily injury (including passenger hazard) and property damage inclusive of any one accident and mandatory accident benefits.
- b) All insurance coverages and limits required to be maintained by the Vendor shall be primary to any insurance maintained by Toronto Hydro, which shall be excess and non-contributory. Prior to the commencement of the delivery of the goods or performance of the services, the Vendor shall deliver to Toronto Hydro a certificate of insurance which evidences the Vendor's compliance with this Section, including the provision of a thirty (30) day prior written notice of cancellation, non-renewal or adverse material change, to Toronto Hydro. The Vendor agrees that the insurance described herein does in no way limit the Vendor's liability pursuant to the indemnity provisions of the Contract.
- c) A waiver of subrogation shall be provided by the insurer(s) to Toronto Hydro.

17. Intellectual Property Protection

The Vendor expressly warrants that the manufacture, delivery, sale or use of the Vendor's goods or services will not infringe any Canadian or foreign patents, trademarks, copyrights, industrial design or other

intellectual property rights and the Vendor shall save Toronto Hydro and its Representatives harmless from all claims, judgments and decrees that may be entered against Toronto Hydro or its Representatives and against all damage, liability, costs and expenses (including legal fees and other attendant costs and expenses) Toronto Hydro or its Representatives incurs by reason of any infringement or claim thereof.

18. Confidential Information

The parties agree and acknowledge that, subject to Applicable Laws or court order:

- a) each party (the "Receiving Party") shall maintain in strict confidence the terms of the Contract and any and all proprietary and confidential information about the business, operations or customers of the other party or any of their Affiliates, which it acquires in any form from the other party (the "Disclosing Party") by virtue of the Contract ("Confidential Information") and will not disclose to any third party or make use of such Confidential Information for itself or any third party without the prior written consent of the Disclosing Party;
- b) the Receiving Party may disclose such Confidential Information to any of the Representatives of the Receiving Party or any of its Affiliates who agree to be bound by the obligations of confidentiality herein and who have a reasonable need to know such Confidential Information in the course of their duties for the Receiving Party but only for the purposes of the Receiving Party exercising its rights and obligations under the Contract;
- c) Toronto Hydro is subject to MFIPPA and is governed by governmental authorities such as the IESO and the OEB and shall have the right to disclose Confidential Information in accordance with the provisions of MFIPPA or as required by the IESO or the OEB;
- d) a party shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with any breach of obligations pursuant to this section;
- e) the Receiving Party shall be responsible for any breach of the Contract by it and its Representatives and by any other person to whom it discloses any Confidential Information. The Parties agree that the Disclosing Party would be irreparably injured by a breach of the Contract by the Receiving Party, or by any person to whom it discloses any Confidential Information, and that monetary damages would not be a sufficient remedy. Therefore, in such event, the Disclosing Party shall be entitled to all available equitable relief, including injunctive relief without proof of actual damages, as well as specific performance. Such remedies shall not be deemed to be exclusive remedies for a breach of the Contract but shall be in addition to all other remedies available at law or equity; and
- f) upon termination of this Agreement, or upon ten (10) days prior written notice from the Disclosing Party requesting return of any or all Confidential Information, the Receiving Party shall forthwith return to the Disclosing Party all Confidential Information, including without limitation all copies of any form of the Confidential Information, the Receiving Party has received and, at the option of the Disclosing Party, deliver to the Disclosing Party, or destroy or have destroyed, any copies or other reproductions of the Confidential Information together with all notes, analyses, reports and other written material whatsoever prepared by, or on behalf of, the Receiving Party, from, or in respect of, the Confidential Information; provided that the Receiving Party shall be entitled to keep, subject always to all the provisions of the Contract, one copy of such notes, analyses, reports or other written material prepared by, or on behalf of, the Receiving Party for its records. The Receiving Party shall provide to the Disclosing Party, upon request, a certificate of an officer of the Receiving Party certifying such destruction; and

- g) notwithstanding section 17(a), in the event that the Receiving Party believes it is required by law to disclose, or is requested by a Governmental Authority to disclose, any Confidential Information to a Governmental Authority, the Receiving Party may so disclose; provided that it shall, to the extent permitted by law, first inform the Disclosing Party of the request or requirement for disclosure to allow an opportunity for the Disclosing Party to apply for an order to prohibit or restrict such disclosure.

19. Assignment

Save and except for Toronto Hydro's right to assign the Contract to any of its Affiliates, neither party may assign the Contract or any of its rights or obligations thereunder, in whole or in part, without the prior written consent of the other party, which consent may not be unreasonably withheld.

20. Relationship of the Parties

Nothing contained in the Contract shall be construed to constitute either party as the partner, employee or agent of, or joint venturer with the other party, nor shall either party have any authority to bind the other in any respect, it being intended that each party shall remain an independent contractor of the other. The Vendor is responsible for all deductions and remittances required by law in relation to its employees, including those required for Canada employment insurance, workers' compensation and income tax.

21. Severability

In the event that any of the covenants herein shall be held unenforceable or declared invalid for any reason whatsoever, to the extent permitted by law, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of the Contract and such unenforceable or invalid portion shall be severable from the remainder of the Contract.

22. No Waiver

A waiver of any provisions of the Contract shall not constitute either a waiver of any other provisions or a continuing waiver, unless otherwise expressly indicated in writing.

23. Enurement

The Contract and everything contained therein shall enure to the benefit of, and be binding upon, the parties thereto and their respective successors and permitted assigns.

24. Notice

All notices, requests, claims, demands and other communications under the Contract shall be in writing and shall be deemed (in the absence of evidence of prior receipt) to have been validly and effectively given on the same day if personally served or delivered by electronic mail, the next Business Day if sent by facsimile or similar means of recorded communication or on the fifth Business Day next following where sent by registered mail. Notices shall be addressed to the representatives of the parties indicated in the Contract.

25. Permits and Applicable Laws

- a) The Vendor shall, at its sole expense, obtain and maintain during the term of the Contract, all permits, licences and approvals required by all Applicable Laws to perform its obligations under the Contract. The terms and conditions of the Contract shall be carried out in strict compliance

with all Applicable Laws and in the event of any conflict between any Applicable Laws, the Applicable Laws with the most stringent standard shall apply.

- b) Without limiting the generality of subsection 25(a) above, the Vendor shall comply with the *Personal Information Protection and Electronic Documents Act* (Canada), MFIPPA and any other applicable privacy legislation with respect to any personal information collected, used or disclosed in connection with the Contract and shall indemnify and hold harmless Toronto Hydro and its Representatives from and against any and all claims, demands, suits, losses, damages, causes of action, fines or judgments (including related expenses and legal costs) they may incur related to or arising out of any non-compliance therewith by the Vendor or its Representatives.

26. Compliance with Guidelines

The Vendor's personnel shall comply with all rules and direction of Toronto Hydro, whether specified in this Agreement or otherwise, while working on Toronto Hydro's premises, distribution system or when accessing or connecting to Toronto Hydro's information technology systems, including rules and directions concerning health, safety, security and environmental protection, including without limitation Toronto Hydro's *Code of Business Conduct and Whistleblower Procedure*, Toronto Hydro's *Disclosure Policy*, Toronto Hydro's *Social Media and Digital Communication Policy*, Toronto Hydro's *Accessibility Policy*, Toronto Hydro's *Workplace Harassment Policy and Program*, Toronto Hydro's *Violence Prevention in the Workplace Policy*, Toronto Hydro's *Workplace Alcohol and Drug Policy*, Toronto Hydro's *Environmental Policy*, Toronto Hydro's *Occupational Health and Safety Policy*, Toronto Hydro's *Privacy Policy*, Toronto Hydro's *Cyber Security Policy*, Toronto Hydro's *Technology Use Guidelines*, Toronto Hydro's *External Supplier Access to Application Services Policy*, Toronto Hydro's *Physical Security Policy*, and the *Affiliate Relationships Code for Electricity Distributors and Transmitters* issued by the OEB (together, the "Guidelines"). The Vendor acknowledges that it has been provided with a copy of the Guidelines, has provided and will provide a copy of the Guidelines to each of its Representatives and that it agrees to comply with and to direct its Representatives to comply with such Guidelines, as amended.

27. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties irrevocably attorn to the jurisdiction of the courts of Ontario with respect to any matter arising under or related to the Contract. Either party can terminate for cause without the obligation to engage in dispute resolution, mediation, or arbitration.

28. Further Assurances

The Vendor agrees to execute such further assurances and documents, including any bills of sale, and to do all such things and actions which shall be necessary or proper for the carrying out of the purposes and intent of the Contract.

29. Survival

In addition to the terms of the Contract that by their nature survive the expiry or termination of the Contract, the terms of Sections 10 (Representations and Warranties), 13 (Liability and Indemnification), 16 (Intellectual Property Protection), 17 (Confidential Information), 20 (Severability), 22 (Enurement), 23 (Notice) and 26 (Governing Law) shall survive the expiry or termination of the Contract for a period of five (5) years.

30. Definitions

- a) In these Standard Terms and Conditions, “Vendor” means the provider of the goods/services under the Contract, and is used to mean the same person(s) as “successful Respondent” throughout the other portions of this RFP documentation.
- b) Any capitalized terms used in these Standard Terms and Conditions but not defined herein shall have the meaning as defined in the RFP.

APPENDIX D.1

POLICIES AND GUIDELINES

[Please see attached]

SCHEDULE E

ADDITIONAL TERMS AND CONDITIONS

1. Toronto Hydro Not Responsible

Notwithstanding any other provision in this Agreement, Toronto Hydro shall not be responsible for and shall not have control or charge of any means, methods, techniques, sequences or procedures used for or in respect of the Services, or for the safety precautions or programs required for the Services or otherwise prescribed hereunder. Toronto Hydro shall not be responsible for or have control or charge over the acts or omissions of the Vendor, subcontractors (if any) or their agents, employees or other persons performing any of the Services.

2. Suspension

Toronto Hydro may, at any time during the term by notice in writing, suspend all or a portion of the Services. Upon receipt of such written notice, the Vendor shall perform no further work other than as directed by Toronto Hydro, and shall be entitled to payment for time spent in performing the Services up to the date of suspension.

3. Preparation of the Agreement

Notwithstanding the fact that this Agreement was drafted by Toronto Hydro and its legal and other professional advisors, the parties acknowledge and agree that any doubt or ambiguity in the meaning, application or enforceability of any term or provision of this Agreement will not be construed or interpreted against Toronto Hydro or in favour of the Vendor.

4. Publicity

The Vendor shall not use Toronto Hydro's (or its Affiliates') name, corporate logos or trade-marks in advertising or publicity nor the fact that any agreement between the Vendor and Toronto Hydro has been entered into without Toronto Hydro's express prior written consent, which may be withheld in the sole discretion of Toronto Hydro.

5. No Minimum Volume

The Vendor acknowledges and agrees that: (i) no portion of the Contract shall be interpreted as imposing any minimum volume purchase commitment on Toronto Hydro; (ii) the Contract does not obligate Toronto Hydro to award the procurement of any or all services associated with the Contract to the Vendor, and services may be added or deleted in Toronto Hydro's absolute and sole discretion at any time; and (iii) the volume of purchase of the services may diminish or be eliminated prior to the termination date of the Contract without any liability on the part of Toronto Hydro, including but not limited to any claims by the Vendor for loss of anticipated profits.

6. Non-Exclusive Contract

It is expressly understood that the Contract is non-exclusive with respect to the Vendor and Toronto Hydro. Toronto Hydro may contract with others for the procurement of the services described herein in its sole discretion.

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7. Changes

- (a) Toronto Hydro may, without invalidating the Contract, change or issue instructions or schedules for the Services, require the successful Respondent to perform extra or additional work, or require the successful Respondent to delete certain parts of the Services (any such change, a “Change Order”), with the purchase price and schedule for the Services being adjusted accordingly by the Change Order.
- (b) If the successful Respondent’s costs or ability to meet the schedule are impacted by any failure by Toronto Hydro to perform any of Toronto Hydro’s obligations under the Contract, in the manner or within the time periods required by the Contract, the successful Respondent may submit a request for a Change Order pursuant to this Section for a change in the Contract price, the schedule or both, to the extent the successful Respondent incurs any additional costs or is delayed on account of Toronto Hydro’s failure.
- (c) Upon receipt of notice of a required change in the Services, the successful Respondent shall promptly, and in any event within five (5) Business Days of receiving such written request, provide Toronto Hydro with a written estimate of the additional costs for such change or the cost savings with respect to deleted portions of the Services, as well as the impact to the schedule. In each case the estimate shall show the hours and costs to the successful Respondent for labour, materials, and equipment overhead, along with the impact in delivery, all with adequate supporting documentation.
- (d) After receipt of an estimate of costs related to a Change Order from the successful Respondent, Toronto Hydro will determine what amendments to the Contract, if any, may be reasonably required by such changes. Any change to the scope of work will be agreed to by the parties prior to implementation and evidenced in a written Change Order signed by both parties provided that Toronto Hydro may direct the successful Respondent to proceed with a change pending dispute resolution.
- (e) Extra or additional work performed by the successful Respondent without a prior Change Order from Toronto Hydro shall be at the successful Respondent’s sole cost and expense and Toronto Hydro shall not be liable for any claim by the successful Respondent.
- (f) The successful Respondent shall not suspend the unaffected portions of the Services while Toronto Hydro is in the process of making such changes and any related adjustment unless so initiated by Toronto Hydro.

8. Compliance with Supplier Quality Manual

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9. ISN Compliance

The successful Respondent shall subscribe with ISN Software Corporation as a registrant for ISNetwork, maintain such subscription throughout the Term, provide all records and information as required by ISN Software Corporation and Toronto Hydro to allow for the maintenance of such subscription and maintain a rating of B or higher on the ISNetwork system throughout the Term.

10. Environmental Laws

- (a) The Vendor shall comply with all Environmental Laws and shall at all times ensure that all its Representatives and those parties for whom it is responsible in law comply with the requirements of such Environmental Laws.
- (b) The Vendor shall take all reasonable precautions to ensure risk to the environment is minimized and that the required environmental permits to perform the services are in place. In the event of a spill incident involving fuels, oil, hydraulic fluid, herbicides and other pollutants, the Vendor shall report such spill forthwith to the Ministry of the Environment and Climate Change (“MOE”), the local municipality where the spill occurred and any other government authority, as required by the Environmental Laws. The Vendor shall perform all acts required of the owner or controller of any spilled materials and comply with all Environmental Laws and the underlying regulations, policies and guidelines. The successful Respondent shall also notify Toronto Hydro’s authorized representative, of all spills immediately. The Vendor shall be responsible for all such spills and shall be liable for any resulting property damage and all costs incurred by Toronto Hydro for the containment and clean up of the spilled material, and any costs, liability or penalties incurred by Toronto Hydro due to the Vendor’s failure to comply with Environmental Laws.

11. Environmental Representation and Warranty

The Vendor represents and warrants to Toronto Hydro that it has never received any notice of, nor been prosecuted for an offence alleging non-compliance with any Environmental Law, and the Vendor shall notify Toronto Hydro of any material environmental stop orders, control orders, compliance orders, clean-up orders, enforcement proceedings, pending or threatened prosecution or complaints relating to environmental matters.

16. Resources

- (a) Subject to Section (c) below, the successful Respondent shall ensure that all resources designated as required resources (“Required Resources”) in the Contract shall be made available according to the allocations described therein.
- (b) Any adjustment by the successful Respondent to the Required Resources shall be subject to the following:
 - (i) Subject to Section 4(c) below, the successful Respondent shall not substitute or remove a Required Resource at any time without the prior written consent of Toronto Hydro, not to be unreasonably withheld, unless: (A) any such Required Resource terminates his/her employment with the successful Respondent, or (B) the security of Toronto Hydro’s information is at risk and there is no opportunity to obtain prior written consent in such circumstances;
 - (ii) The successful Respondent shall ensure that each resource substituted for a Required Resource is at a job seniority level and skill level equivalent to or higher than those of the Required Resource;
 - (iii) The successful Respondent shall ensure that each resource substituted for a Required Resource is introduced in sufficient time prior to the departure of such Required Resource (the “Overlap Period”) so as to learn or become familiar with: (A) the implementation and development of the Services, and (B) those skills and duties necessary to function in place of such Required Resource. All costs incurred in relation to the Overlap Period shall be paid by the successful Respondent.

(iv) The successful Respondent shall provide Toronto Hydro, if requested by Toronto Hydro, with copies of the current *curriculum vitae* of each Required Resource prior to the assignment of such Required Resource. The successful Respondent shall ensure that the successful Respondent has obtained the written consent of all Required Resources to provide Toronto Hydro with the foregoing information and that Toronto Hydro may distribute such information internally to others employed in connection with the development and implementation of the Services, as required (excluding any personnel, contractors or other individuals employed by or affiliated with a competitor of the successful Respondent).

(c) Notwithstanding Section (a) and (b)(i) above, the Parties acknowledge that the successful Respondent may only substitute the maximum number of Required Resources.

17. Transition on Termination

Commencing on the delivery of any notice of termination or non-renewal of the Contract(or such other date as mutually agreed by the Parties), and continuing through the effective date of the expiration or termination (the “End Date”), the successful Respondent shall provide Services for Toronto Hydro, without interruption or adverse effect in accordance with the provisions hereof to facilitate the orderly transition and migration of the Services to a new service provider(the “Termination Assistance Service”). Such Termination Assistance Service may extend as long as twenty-four (24) months from the End Date. Where Toronto Hydro does not require the successful Respondent to perform some or all of the Termination Assistance Service, Toronto Hydro shall so advise the successful Respondent and the successful Respondent shall only perform the Termination Assistance Service required by Toronto Hydro, all in accordance with the provisions hereof. In full compensation for the provision of Termination Assistance Services, Toronto Hydro shall pay the successful Respondent such fees as agreed to by the Parties. The Successful Respondent shall provide Termination Assistance Services regardless of whether or not it is conducting Services.

SCHEDULE F

DEFINED TERMS

In this RFP, the following definitions shall apply:

“Additional Terms and Conditions”	means the terms and conditions, if any, found in SCHEDULE E;
“Affiliates”	has the meaning prescribed to it in the <i>Business Corporations Act</i> of Ontario;
“Applicable Laws”	means all federal, provincial and municipal statutes, regulations, codes, by-laws, orders in council, directives, rules, guidelines and ordinances applicable to this RFP and any resulting Contract, including without limitation all applicable Environmental Laws and OEB codes, rules or guidelines;
“Business Day”	means a day on which banks are open for business in the City of Toronto, Ontario, but does not include a Saturday, Sunday, or a statutory holiday in the Province of Ontario;
“Carrier”	shall have the meaning as prescribed in Ontario Regulation 347 made under the EPA;
“CIS”	means Customer information System (in Toronto Hydro’s case, Oracle’s Customer Care and Billing System);
“Confidential Information”	has the meaning prescribed to it in Section 2.18;
“Contract”	means the definitive written agreement(s), if any, which may be entered into between the successful Respondent and Toronto Hydro, as a result of this RFP process, which may be in the form of an agreement executed by the successful Respondent and Toronto Hydro or, if no such agreement is executed, may be in the form of a purchase order issued by Toronto Hydro to the successful Respondent that shall be deemed to incorporate by reference the Standard Terms and Conditions in SCHEDULE D and the Additional Terms and Conditions in SCHEDULE E, if any, subject to any negotiated amendments or modifications thereto acceptable to Toronto Hydro in its discretion;
“CPR”	means cardiopulmonary resuscitation;
“CSA”	means Canadian Standards Association;
“Date for Execution of the Contract”	has the meaning prescribed to it in SCHEDULE B;

“Date for Selection of Successful Respondent”	has the meaning prescribed to it in SCHEDULE B;
“Deadline for Submission of Questions”	has the meaning prescribed to it in SCHEDULE B;
“DGTA”	means the <i>Dangerous Goods Transportation Act (Ontario)</i> and the regulations thereunder, as amended;
“EBT”	means transactions such as enrolments, drops, requests for meter data, billing data, historical usage and payment history that are processed electronically via the Ontario EBT system;
“Environmental Laws”	<p>means all Applicable Laws which relates to environmental, occupational health and safety matters, product liability or transportation, including, without limitation, the EPA, the DGTA, the <i>Gasoline Handling Act (Ontario)</i>, the Ontario Water Resources Act (Ontario), the OHSA, the <i>Environmental Assessment Act (Ontario)</i>, the <i>Canadian Environmental Protection Act (Canada)</i> and the TDG and the respective regulations thereunder, each as may be amended from time to time and any similar or successor legislation, including without limitation, all Applicable Laws relating to:</p> <p>(a) The protection, preservation or remediation of the natural environment (the air, land, surface water or ground water;</p> <p>(b) The generation, handling, treatment, storage, transportation or disposal of or other dealing with solid gaseous or liquid waste; and</p> <p>(c) Substances or conditions that are prohibited, controlled or otherwise regulated, including, without limitation, Hazardous Substances, underground storage tanks or surface contaminants;</p>
“EPA”	means the <i>Environmental Protection Act (Ontario)</i> and the regulations thereunder, each, as amended;
“ESA”	means the Electrical Safety Authority;
“EST”	means Eastern Standard Time or Eastern Daylight Time, whichever time is applicable in Toronto, Ontario on the date and at the time in question;
“Evaluation Committee”	has the meaning prescribed to it in Section 2.14;
“FR”	means flame resistant;
“General Requirements”	means the General Requirements attached to this RFP as PART I of SCHEDULE C;
“Governmental Authority”	means any government, legislature, municipality, regulatory authority, agency, commission, department, board or court or other

	law, regulation or rule-making public entity of similar authority, including, without limitation, a Minister of the Crown and the OEB;
“Guidelines”	has the meaning ascribed to it in Section 26 of SCHEDULE D;
“Hazardous Substance”	means any substance or material whose Release, transport, use or storage or handling is regulated or prohibited by any Governmental Authority under any Environmental Laws including, without limiting the generality of the foregoing, any contaminant, pollutant, deleterious substance, inflammable liquid, chemical, explosive material or material which may impair life or health, any petroleum or other hydrocarbon and any derivative or by-product thereof, any dangerous substance or goods, asbestos, any gaseous, solid or liquid waste, any special waste, toxic or Hazardous Substance or chemical, any hazardous waste, material or substance, either in fact or as defined in or pursuant to any Environmental Laws;
“HRC 2”	means Hazard Risk Category 2, as defined by NFPA 70E, 2009 edition, which requires garments that have an arc rating that is greater than or equal to 8 cal/cm ² , but is less than 25 cal/cm ² ;
“HST”	means Harmonized Sales Tax;
“IESO”	means the Independent Electricity System Operator;
“including”	means including without limitation and the term including shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it;
“MFIPPA”	means <i>Municipal Freedom of Information and Protection of Privacy Act</i> (Ontario), and its regulations thereunder, as amended from time to time;
“MOE”	means Ministry of the Environment and Climate Change (Ontario), which is the Ontario regulatory body responsible for administering and/or enforcing certain laws, regulations, policies and guidelines with respect to Hazardous Substances and their proper management and disposal and is responsible for licensing businesses involved in the handling, transportation and disposal of Hazardous Substances;
“NFPA”	means National Fire Protection Association;
“OEB”	means Ontario Energy Board;
“OHSA”	means the <i>Occupational Health and Safety Act</i> (Ontario) and the regulations thereunder, each, as amended;
“Ontario Book 7”	means Ontario Traffic Manual Book 7 (Temporary Conditions) March 2001;

“PIP	means Partner Interface Process: Transaction container for an individual utility trading partner, such as Enrol STR.
“PIPE”	PIPE Document: Document container for a trading partner directory and one or more PIP transactions.
“PPE”	means personal protective equipment and includes safety boots, safety glasses and gloves, as applicable;
“Proposal”	means the document(s) submitted by a Respondent to the Supply Chain Services Department in response to this RFP;
“Proposal Validity Date”	has the meaning prescribed to it in SCHEDULE B;
“Release”	includes any release, spill, leak, pumping, pouring, deposit, emission, discharge, escape, leaching, migration, disposal or dumping;
“Representative”	in respect of a party, means such party's directors, officers, employees, agents and contractors, the party's Affiliates, and all such Affiliates' respective directors, officers, employees, agents and contractors;
“Respondent”	means each party that submits a Proposal to the Supply Chain Services Department in response to this RFP. In the event that Toronto Hydro is seeking one or more Respondents to provide the goods and/or the services and seeks to enter into a Contract with more than one Respondent, all references in this RFP to the successful Respondent shall deemed to be references to the successful Respondents;
“RFP”	means this Request for Proposals, including any and all schedules, attachments, amendments, supplements or revisions thereto;
“RFP Administrator”	means the individual identified as the RFP Administrator in Section (a) of SCHEDULE B – RFP Schedule/Questions & Communications with Toronto Hydro;
“Site”	means any location where the Services are being performed for Toronto Hydro.
“SOW”	means a statement of work, if any, made pursuant to the Contract;
“SLAs”	mean the service level agreements, if any, as set out in the Contract;
“Standard Terms and Conditions”	means the terms and conditions found in SCHEDULE D;
“Submission Deadline”	has the meaning prescribed to it in SCHEDULE B;

“Supply Chain Services Department” means the Supply Chain Services Department of Toronto Hydro;

“TDG” means the *Transportation of Dangerous Goods Act (Canada)*, and the regulations thereunder, each, as amended;

“Toronto Hydro” has the meaning identified on the cover page of this RFP; and

“Traffic Control Plan” means Toronto Hydro-Electric System Limited’s Traffic Control and Protection Plan document.

SCHEDULE G

RESPONDENT'S CERTIFICATE

By submitting the accompanying Proposal (utilizing the procurement software being used by Toronto Hydro to administer this RFP) to Toronto Hydro in response to RFP # _____ (the "RFP") on behalf of _____ (the "Respondent"), the Respondent hereby certifies, on behalf of the Respondent and not in a personal capacity that:

1. I have read, understand and agree to comply with the terms of this RFP.
2. I have read, understand and agree to comply with the statements made in this Certificate.
3. I understand that the accompanying Proposal may be disqualified if this Certificate is found not to be true and complete in every respect.
4. I am authorized by the Respondent to submit this Certificate, and to submit the accompanying Proposal, on behalf of the Respondent.
5. Each person whose name appears on the accompanying Proposal has been authorized by the Respondent to determine the terms of, and to submit, the Proposal, on behalf of the Respondent.
6. For the purposes of this Certificate and the accompanying Proposal, I understand that the word "Competitor" shall include any individual or organization, other than the Respondent, whether or not affiliated with the Respondent, who:
 - (a) has been requested to submit a Proposal in response to the above-noted RFP; or
 - (b) could potentially submit a Proposal in response to the above-noted RFP, based on their qualifications, abilities or experience.
7. The Proposal has been prepared without any connection, knowledge, comparison of information, or arrangement with any other Respondent (or any Representative thereof), fairly and without collusion or fraud and in full compliance with the laws relating to competitive bidding, including the *Competition Act*, R.S.C., 1985, c. C-34 (as amended). The terms of the accompanying Proposal have not, and will not be disclosed by the Respondent, directly or indirectly, to any Competitor.
8. Any and all potential conflicts of interest between the Respondent and Toronto Hydro (or any Representative thereof) are expressly identified and fully disclosed by the Respondent in the attached Proposal, including the disclosure of any personal or business relationships between the Respondent and Toronto Hydro (or any Representative thereof) and the Respondent (or any Representative thereof).
9. The Respondent, by means of the attached Proposal, hereby offers to enter into a Contract with Toronto Hydro at the prices, and according to the terms and conditions, as set forth in the Proposal and the RFP.
10. The Respondent agrees that this Proposal shall remain open for acceptance by Toronto Hydro until the Proposal Validity Date, as set out in SCHEDULE B of the RFP.

11. Any capitalized terms used in this Certificate but not defined herein shall have the meaning as defined in the RFP.
12. The price proposed is not in excess of the lowest price charged anyone else, including the Respondent's most favoured customer, for the like quality and quantity of the goods, services or both.

Respondent's Full Corporate Name

Email: _____

Required in order to be provided notification per
SCHEDULE A, Section 2.16 of this RFP.

Name

Title

Date

SCHEDULE H
PRICING SCHEDULE

[Please see attached]

SCHEDULE I

EVALUATION CRITERIA

Toronto Hydro will conduct the evaluation process in accordance with the steps below and in the manner contemplated in the attached Evaluation Criteria of this SCHEDULE I to this RFP.

Step One – Substantial Completeness

Toronto Hydro shall review the Proposals to determine whether they are substantially complete as determined in the discretion of Toronto Hydro and its Representatives. The “substantial completeness” review will assess whether the required information and forms have been substantially provided in the Proposal. A Respondent’s failure to provide a substantially complete Proposal may result in the Proposal not being evaluated.

Step Two – Review and Scoring of Proposal

Toronto Hydro will open each Proposal and review the contents of the Proposal to assess whether it is in compliance with the terms and conditions of the RFP.

Proposals will then be evaluated and scored in accordance with the attached Evaluation Criteria.

Toronto Hydro reserves the right to stipulate minimum scores for any component of the Evaluation Criteria. In the event that minimum scores are stipulated, and a Respondent fails to achieve any minimum scores set out in the applicable table in the Evaluation Criteria, then, as part of this step of the evaluation process and pursuant to and in accordance with such provisions, the Respondent’s Proposal will be disqualified.

Toronto Hydro may employ a multi-stage evaluation to select successful Respondents. The Respondents with the highest scoring Proposals may be invited for further evaluation such as presentations or product demonstrations. Details of a multi-stage evaluation, if applicable, shall be set out in the Evaluation Criteria.

Step Three – Establishing Ranking

The Evaluation Committee shall evaluate and rank only those Proposals that have met all requirements in steps one and two of the evaluation process. The Evaluation Committee shall establish a final proposal score for each Proposal. This final proposal score will be calculated based on the total marks received in each evaluation category, adjusted to the percentage weight that each category is worth relative to the rest of the categories in the Evaluation Criteria.

The Evaluation Committee will then rank the Proposals based on their final proposal score.

The successful Respondent(s), if any, will be selected by Toronto Hydro, in its sole discretion, based on Toronto Hydro's assessment of which Proposal is considered to be the most advantageous to Toronto Hydro as reflected in the final proposal score.

[Please see attached]