

**1. Definitions**

Throughout this Tender Call, unless inconsistent with the subject matter or context,

“Addenda” or “Addendum” means a document containing additional information and/or changes to the Tender Call issued by the City prior to the Closing Date;

“Affiliate” means an affiliated body corporate as defined in the Business Corporations Act, R.S.O. 1990, c. B.16 as amended;

“Affiliated Person” means everyone related to the Bidder including, but not limited to employees, agents, representatives, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, if:

- A. Directly or indirectly either one controls or has the power to control the other, or
- B. A third party has the power to control both.

“Bid” means an offer submitted by a Bidder in response to a Tender Call, which includes all of the documentation necessary to satisfy the submission requirements of the Tender Call and “Bids” shall have a corresponding meaning;

“Bidder” means a legal entity, being a person, partnership or firm that submits a Bid in response to a formal Tender Call and “Bidders” shall have a corresponding meaning;

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

“Chief Purchasing Officer” means the person whose responsibility it is to supervise and carry out the procurement function on behalf of the City and includes her/his designate;

“City” means the City of Toronto;

“City’s Policies and Legislation” means Chapter 195, Purchasing, of the Toronto Municipal Code and the related procurement policies and procedures set out on the City of Toronto website at: <https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/> ;

“Closing Date” means the specified deadline for Bids to be submitted to the City as indicated on the Tender Call Cover Page and any subsequent Addenda;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- a) in relation to the Tender Call process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having access to information in the preparation of its Bid that is confidential to the City and not available to other Bidders; (ii) communicating with any person with a view to influencing preferred treatment in

the Tender Call process including the giving of a benefit of any kind, by or on behalf of the Bidders to anyone employed by, or otherwise connected with, the City; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive Tender Call process and render that process non-competitive and unfair; or

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

"Contract" means the Contract Execution Package duly executed by the Successful Bidder and the City with respect to the Work contemplated by this Tender Call, and shall be deemed to include all terms and conditions set out in this Tender Call;

"Contract Administrator" means the main contact person at the City for all matters relating to the project. The reference to "Project Manager" means the same;

"Contractor" means the Successful Bidder of the Tender Call with whom the City enters into a Contract with to perform the Work;

"Council" means City Council;

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

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

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

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, Chapter M.56, as amended, or any successor or replacement legislation;

"Subcontractor" means a person, partnership or corporation undertaking the execution of a part of the Work by virtue of an agreement with the Contractor;

"Successful Bidder" means the Bidder that has been selected to perform the Work;

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

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

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

"Tender Call" means this Tender Call package in its entirety, inclusive of all appendices and Addenda/Addendum that may be issued by the City;

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

"Workforce Development" means a relatively wide range of activities, policies and programs to create, sustain and retain a viable workforce that can support current and future business and industry. It is an approach that integrates career exploration, industry-driven education and training, employment, and career advancement strategies, facilitated by the collaboration between employers, training and education institutions, government, and communities.

## **2. Bidder's Responsibility**

It shall be the responsibility of each Bidder:

- a) to acquire, from online or other sources as specified, any document (including any applicable copyright seal) that is referenced or mentioned in this Tender Call which is not physically attached herein;
- b) to examine all the components of this Tender Call, including all reference documents, appendices, forms and addenda;
- c) to become familiar and comply with all of the terms and conditions contained in this Tender Call and the City's Policies and Legislation set out on the City of Toronto website at: <https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/>

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

**3. Bid Bond**

Every Bid shall be accompanied by a Bid Bond to secure the execution of the form of Contract by the Bidder. The Bid Bond shall be in the form provided and the amount specified in the Tender Submission Package. The Bid Bond shall be signed and sealed by the Bidder and by a guarantee surety company, authorized by law to carry on business in the Province of Ontario, and having a place of business in Ontario, and shall otherwise be acceptable to the City of Toronto Treasurer.

**Failure of a Bidder to submit a fully completed Bid Bond in the form enclosed in Part 5 – Tender Call Particulars, Section 2 - Tender Submission Package, shall result in the Bid being rejected as non-compliant. Submitting a photocopy of the Bid Bond is not acceptable.**

**4. Fair Wage Policy**

The Bidder agrees to abide by the Fair Wage Policy as found in Part 4 – City Policies and pay its workers the appropriate wage as set out in the applicable Fair Wage Schedule(s). The Fair Wage Schedule(s) applicable to this Tender Call is/are set out in Part 5 – Tender Call Particulars, Section 1 – Information for Bidders.

As per the Fair Wage Policy, in the case of a jurisdictional dispute or disputes as to rate of wages to be paid under the Contract or to the amount to be paid to any worker, the decision of the Manager, Fair Wage Office, shall be final and binding upon all parties.

Failure to comply with the Fair Wage Policy, or being in violation of the Fair Wage Policy without paying restitution as set out in the Fair Wage Policy (*Chapter 67 – Fair Wage – Schedule A Fair Wage Policy § 67-A8D*) may result in the Bid being declared non-compliant.

**5. The City of Toronto Social Procurement Program**

The goal of the City of Toronto Social Procurement Program which is to drive inclusive economic growth in Toronto by improving access to the City's supply chain for certified diverse suppliers and leverage employment, apprenticeship and training opportunities for people experiencing economic disadvantage, including those from equity-seeking communities. The City of Toronto expects its Bidders to embrace and support the City of Toronto Social Procurement Program and its respective goals. . Social procurement creates social value for the City in addition to the delivery of efficient goods, services, and works. The City of Toronto Social Procurement Program consists of two components: Supplier Diversity and Workforce Development.

For more information on the City of Toronto Social Procurement Program, visit:  
<http://www.toronto.ca/purchasing/socialprocurement>

**a. Supplier Diversity Requirements**

The goal of supplier diversity is to increase the diversity of the City's supply chain by providing diverse suppliers with equitable access to competitive procurement processes.

As part of the Social Procurement Program, the City encourages Bidders to develop or implement an active supplier diversity policy. This policy may demonstrate its commitment to diversity by (but not limited to):

- Describing the Bidder's commitment to providing equitable access to subcontracting opportunities for diverse suppliers;
- Describing the Bidder's commitment to a proactive employment diversity program, including providing the company approved employee diversity policy; or,
- Obtaining diverse supplier certification from a City-endorsed Supplier Certification Organization.

For reporting purposes, the City may ask Bidders to indicate whether they are developing or are implementing a company-approved supplier diversity policy.

**b. Workforce Development**

The goal of Workforce Development (WD) is to increase the number of employment, apprenticeship and training opportunities leveraged for people experiencing economic disadvantage, including those from equity-seeking communities.

As part of the Social Procurement Program, the City may require Bidders to implement a Workforce Development Plan (WD Plan). If required, Part 5 – Tender Call Particulars, Section 1, Article 2 – Social Procurement Program – Workforce Development Requirement will detail the specifics of one or more Workforce Development Strategies (WD Strategy) to be implemented. The WD Plan will comprise one (1) or more of the following WD Strategies, with the details specific to each individual tender:

**i. Customized Recruitment**

Customized recruitment initiatives involve working with City-endorsed workforce development programs to source qualified employment candidates for available jobs in conjunction with existing hiring methods.

**ii. Training and Work-based Learning Skills Development**

Training includes programming that allows candidates to formally gain the skills required to compete for emerging job opportunities. This may include but is not limited to supporting the attainment of professional certifications or licensing for specific candidate groups (e.g., Newcomer professionals, youth, etc.).

Work-based learning includes but is not limited to activities that emphasize learning in a real work environment and through practice on the job. Activities range from shorter and less formal workplace exposure (e.g., workplace tours and job shadowing) to longer term and more intensive opportunities (e.g., paid internships with specific skill development objectives).

iii. Opportunities for Registered Apprenticeships during Construction

Identify opportunities to hire, directly and/or through subcontractors, registered apprentices through City-endorsed apprenticeship training programs that provide candidates with access to the skilled trades.

iv. Use of Social Enterprise in the Supply Chain

Identify opportunities to subcontract components of work or services to social enterprises. Social Enterprises are enterprises that employ business methods and practices to create employment or training opportunities for low income or marginalized individuals.

v. Other Employment-Related Activities

Any other appropriate activities that will provide employment-related opportunities to workforce development candidates will also be considered. Other Employment-related activities that qualify under this category may include but are not limited to the following:

- Participating in sector/industry career information sharing, learning and networking events
- Providing mentoring through established mentorship programs
- Supporting pre-employment workshops such as resume and interview skills development

## **6. Gender Diversity in City Procurements**

As part of City Council's support to enhance gender diversity on boards of corporations, all corporations conducting business with the City of Toronto are encouraged to utilize an intersectional analysis to strive to have gender parity on their corporate boards.

## **7. Questions**

All questions concerning this Tender Call should be directed in writing to the Buyer designated in Part 1 – Introduction to Tender Call through the event messages in the online system.

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

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

Commencing from the issue date of this Tender Call until the time of any ensuing Award and execution of the final form of contract, no communication shall be made by any person, including potential Bidders, or its representatives, including a third-person representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Bid or oppose any competing Bid, nor shall any potential Bidder, or its representatives, including a third-person representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss this Tender or its Bid with any City staff, City officials or Council member(s), other than a communication with the Buyer as identified in Part 1 – Introduction to Tender Call.

Communications in relation to this Tender Call outside of those permitted by the applicable procurement policies and this Tender Call document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction. In addition, the City's Supplier Code of Conduct provides that any Bidder found in breach of the policy may be subject to disqualification from the call or suspended from future call or calls at the discretion of the Chief Purchasing Official or Council.

Notwithstanding anything to the contrary set out in this document, the obligations with respect to lobbying as set out in the City of Toronto Municipal Code, Chapter 140 shall apply. The links to the City's Supplier Code of Conduct (Article 13 of the Purchasing By-law) Procurement Processes Policy, Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement are as follows:

<https://www.toronto.ca/wp-content/uploads/2017/08/9587-Procurement-Processes-Policy-January-1-2017.pdf>

[http://www.toronto.ca/legdocs/municode/1184\\_140.pdf](http://www.toronto.ca/legdocs/municode/1184_140.pdf)

<https://www.toronto.ca/city-government/accountability-operations-customer-service/accountability-officers/lobbyist-registrar/guidelines-regulatory-bulletins/interpretation-and-advisory-bulletins/>

## **8. Addenda**

If the City, for any reason, determines that it is necessary to provide additional information relating to this Tender Call, such information will be communicated to all Bidders by Addenda. Each Addendum shall form an integral part of this Tender Call. Such Addenda may contain important information, including significant changes to this Tender Call. Bidders are responsible for obtaining all addenda issued by the City.

All Bidders must acknowledge receipt of all Addenda in the space provided on the Tender Submission Form.

The City's Purchasing and Materials Management Division will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Closing Date.

If any Addendum is issued after the deadline for issuing Addenda, the City may at its discretion extend the Closing Date for a reasonable amount of time.

**9. Omissions, Discrepancies and Interpretations**

A Bidder who finds omissions, discrepancies, ambiguities or conflicts in any of the Tender Call documentation or who is in doubt as to the meaning or has a dispute respecting any part of the Tender Call should notify the Buyer in writing not later than three (3) working days before the Closing Date. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City respecting any such disputes shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the Tender Call documents.

**10. Bidders Shall Bear Their Own Costs**

Bidders shall bear all costs associated with or incurred by the Bidder in the preparation and presentation of its Bid including, if applicable, costs incurred for samples, interviews or demonstrations.

**11. Limitation of Liability**

The City shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the City of any Bid, or by reason of any delay in the acceptance of a Bid, except as provided in the Tender documents.

**12. Post-Submission Adjustments**

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

**13. Pre-Submission Adjustments**

A Bidder may amend their Bid prior to the Closing Deadline by going back into the online system and editing their Bid submission.

**14. Irrevocability**

After the Closing Date, each submitted Bid shall be irrevocable and binding on Bidders for a minimum period of 90 days.



**15. Acceptance of Bids**

- A. The City shall not be obliged to accept any Bid in response to this Tender Call.
- B. The City may modify and/or cancel this Tender Call prior to accepting any Bid.
- C. Bids may be accepted or rejected in total or in part.
- D. The lowest quoted price may not necessarily be accepted by the City.
- E. In determining which Bid provides the best value to the City, consideration may be given to the past performance of any Bidder. Bidders and their Affiliated Persons that are currently on a City of Toronto suspended vendor list are not eligible for an award.
- F. The City reserves the right to verify the validity of information submitted in the Bid and may reject any Bid where, in the City's sole estimation, the contents appear to be incorrect, inaccurate or inappropriate.
- G. If the City makes a request to a Bidder for clarification of its Bid, the Bidder will provide a written response within 48 hours accordingly, unless otherwise indicated, which shall then form part of the Bid.
- H. The City reserves the right to assess the ability of the Bidder to perform the Contract and may reject any Bid where, in the City's sole estimation, the personnel and/or resources of the Bidder are insufficient.
- I. The City may reject a bid as non-compliant if it determines, in its sole discretion, that the Bid is materially unbalanced.

A bid is materially unbalanced when:

- (1) it is based on prices which are significantly less than the cost for some items of work and prices which are significantly overstated in relation to the cost for other items of work; and
- (2) the City had determined that the Bid may not result in the lowest overall cost to the City even though it may be the lowest submitted Bid; or
- (3) it is so unbalanced as to be tantamount to allowing an advance payment on the contract.

**16. Execute Contract**

The Successful Bidder will be required to execute the Contract by taking the following steps within ten **(10)** working days, not including Saturday, Sunday or a legal holiday, after being notified by the City that the Contract is ready for signature:

- execute the Form of Agreement electronically within the online system;
- obtain and furnish four (4) (or such number as requested by the City) original copies of a Performance Bond and a Labour and Material Payment Bond all signed and sealed by itself and its surety;
- arrange for two (2) original copies of the City's form of insurance certificate to be completed and signed (including stamp of insurance broker) as required;
- complete and sign the City's WSIB & Tax Statutory Declaration Form; and
- complete and sign the Supplementary Statutory Declaration if required.

Should the Successful Bidder fail or refuse to execute the Contract by taking the steps outlined in this section within ten **(10)** working days after being requested by the City, it will be considered that the Successful Bidder has abandoned all rights and interests in the award and the City will call on the Bid Bond.

**17. Offers to Agencies and Corporations (Piggyback Option)**

Not Applicable

**18. Failure or Default of Bidder**

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

- a) disqualify the Bidder from the Tender Call and/or from competing for future Tender Calls issued by the City for a period of one (1) year; and
- b) require the Bidder to pay the City the difference between its Bid and any other Bid which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder's failure or default.

The Bidder shall be ineligible to submit a new Bid for any Call that the City is required to reissue as a result of the Bidder's failure or default or where the City deems that the Bidder has abandoned the Agreement.

**19. Currency**

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

**20. Tied Bids**

In the event that the City receives two (2) or more Bids identical in price, the City reserves the right to select one of the tied Bids as set out in the Tied Bid procedure under the Purchasing Procurement Processes Policy. The Tied Bid procedure allows for first to consider whether any of the bidders are a Diverse Supplier as defined in the Social Procurement Policy to break the tie. If no bidder is a Diverse Supplier then the tie will be broken by way of coin toss or lottery.

**21. Ownership and Confidentiality of City-Provided Data**

All correspondence, documentation and information provided by City staff to any Bidder or prospective Bidder in connection with, or arising out of this Tender Call, the Work or the acceptance of any Bid:

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

**22. Ownership and Disclosure of Bid Documentation**

The documentation comprising any Bid submitted in response to this Tender Call, along with all correspondence, documentation and information provided to the City by any Bidder in connection with, or arising out of this Tender Call, once received by the City:

- a) shall become the property of the City;
- b) shall become subject to MFIPPA, and may be released, pursuant to that Act.

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

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

**23. Intellectual Property Rights**

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

**24. Notification to Other Bidders**

Once the Successful Bidder is notified of their selection for an award, the other Bidders will be notified by the City in writing of the outcome of the Tender process.

**25. Debriefing**

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

**26. Bid Protest Procedure****A) Pre-award bid disputes.**

Bidders should seek a resolution of any pre-award dispute by communicating directly with the City Contact as soon as possible from the time when the basis for the dispute became known to them. The City Contact may delay the outcome of the selection process, or any interim stage of this Tender process, pending the acknowledgement and resolution of any pre-award dispute. For more information, see the Pre-Award and Post-Award Bid Dispute Process.

**B) Post-award bid disputes.**

Any dispute to the outcome of this Tender process must be received in writing by the City Contact no later than ten (10) days after the date of the notification of the outcome of the selection process, or where a debriefing has been requested, no later than five (5) days after such debriefing is received. Any dispute that is not timely received or in writing will not receive further consideration.

Any written dispute with a procurement value over \$100,000 that cannot be resolved by the City Contact through consultations with the Bidder, shall be referred to the Treasurer or their designate(s) for an impartial review, based on the following information:

- A. A specific description of each act or omission alleged to have materially breached the procurement process;
- B. A specific identification of the provision in the solicitation or procurement procedure that is alleged to have been breached;
- C. A precise statement of the relevant facts;
- D. An identification of the issues to be resolved;
- E. The Bidder's arguments, including any relevant supporting documentation; and
- F. The Bidder's requested remedial action.

The Treasurer or their designate(s), in consultation with the City Solicitor, may:

- A. Dismiss the dispute;
- B. Accept the dispute and direct the City Contact to take appropriate remedial action, including, but not limited to, rescinding the award and any executed contract, and canceling the solicitation.

For more information, see the Pre-Award and Post-Award Bid Dispute Process under Article 10 of Chapter 195, Purchasing, of the Toronto Municipal Code.

## **27. Supplier Code of Conduct**

### **A. Honesty and Good Faith**

Bidders must respond to the City's Tender Call in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the Tender Call. Bidders shall submit a Bid only if they know they can satisfactorily perform all obligations of the contract in good faith. Bidders shall alert the Buyer to any factual errors, omissions and ambiguities that they discover in the Tender Call as early as possible in the process to avoid the Tender Call being cancelled.

### **B. Confidentiality and Disclosure**

Bidders must maintain confidentiality of any confidential City information disclosed to the Bidder as part of the Tender Call.

### **C. Conflicts of Interest and Unfair Advantage**

Bidders must declare and fully disclose any actual or potential conflict of interest or unfair advantage related to the preparation of their bid or where the Bidder foresees an actual or potential conflict of interest in the performance of the contract.

### **D. Collusion or Unethical Bidding Practices**

No Bidder may discuss or communicate, directly or indirectly, with any other Bidder or their Affiliated Persons about the preparation of their Bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other supplier making a submission for the same work. Bidders shall disclose to the Buyer any affiliations or other relationships with other Bidders that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

### **E. Illegality**

A Bidder shall disclose to the Buyer any previous convictions of itself or its Affiliated Persons for collusion, bid-rigging, price-fixing, bribery, fraud or other similar behaviours or practices prohibited under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon.

**F. Interference Prohibited**

No Bidder may threaten, intimidate, harass, or otherwise interfere with any City employee or public office holder in relation to their procurement duties. No Bidder may likewise threaten, intimidate, harass, or otherwise interfere with an attempt by any other prospective Bidder to bid for a City contract or to perform any contract awarded by the City.

**G. Gifts of Favours Prohibited**

No Bidder shall offer gifts, favours or inducements of any kind to City employees or public office holders, or otherwise attempt to influence or interfere with their duties in relation to the Tender Call or management of a contract.

**H. Misrepresentations Prohibited**

Bidders are prohibited from misrepresenting their relevant experience and qualifications in relation to the Tender Call and acknowledge that the City's process of evaluation may include information provided by the Bidder's references as well as records of past performance on previous contracts with the City or other public bodies.

**I. Prohibited Communications**

No Bidder, or Affiliated Person, may discuss or communicate either verbally, or in writing, with any employee, public office holder, or the media in relation to any solicitation between the time of the issuance of the Tender Call to the award and execution of final form of contract, unless such communication is with the Buyer and is in compliance with Chapter 140, Lobbying of the Municipal Code.

**J. Failure to Honour Bid**

Bidders shall honour their Bid, except where they are permitted to withdraw their bid in accordance with the process described in the Tender Call. Bidders shall not refuse to enter into a contract or refuse to fully perform the contract once their bid has been accepted by the City.

**K. Bidder Performance**

Bidders shall fully perform their contracts with the City and follow any reasonable direction from the City to cure any default. Bidders shall maintain a satisfactory performance rating on their Contracts with the City and other public bodies to be qualified to be awarded similar contracts.

**L. Disqualification for Non-Compliance with Supplier Code of Conduct**

Bidders shall be required to certify compliance with the Supplier Code of Conduct in the Submission Form (Part 6), with their Bid and verify compliance, upon request from the Buyer, prior to award. Any contravention of the Supplier Code of Conduct by a Bidder, including any failure to disclose potential conflicts of interest or unfair advantages, may be grounds for the Chief Purchasing Official to disqualify a Bidder from the Tender Call and suspend the Bidder from future procurements.

**28. Governing Law and Interpretation**

The Terms and Conditions of the Tender Call are to be governed by and construed in accordance with the laws of the province of Ontario, including **the City's Policies and Legislation**.