



**RECREATION, CULTURE & COMMUNITY SERVICES
DEPARTMENT
QUINTE SPORTS AND WELLNESS CENTRE**

REQUEST FOR PROPOSALS

**FOR VENDING SERVICES WITHIN THE NEWLY EXPANDED
QUINTE SPORTS AND WELLNESS CENTRE AND THE EXISTING
WALLY DEVER ARENA**

PLEASE NOTE: PROPOSAL REGISTRATION

Proposal Registration is provided to assist in the issuance of any addendum's (via fax or email), should the need arise. Prospective Proponents are required to register and to also check City's Website site for any addendum(s) that may have been issued prior to submission of their final Proposal submission. The City of Belleville - Purchasing Services is not responsible for the Proponent's failure to register for updates or addendums to the originally posted Proposal; it is the Proponent's responsibility.

REQUEST FOR PROPOSALS



CITY OF BELLEVILLE

PROPOSAL CONTACTS:

Peter Lyng,
Facilities Manager
T. (613) 848-6409
F. (613) 967-3207
Email: plyng@city.belleville.on.ca

Address:
265 Cannifton Road
Belleville, ON K8N 4V8

RECREATION, CULTURE & COMMUNITY SERVICES DEPARTMENT QUINTE SPORTS AND WELLNESS CENTRE

REQUEST FOR PROPOSALS FOR VENDING SERVICES WITHIN THE NEWLY EXPANDED QUINTE SPORTS AND WELLNESS CENTRE AND THE EXISTING WALLY DEVER ARENA

DATE OF ISSUE: January 20, 2012

SUBMISSION DATE: February 16, 2012
@ 1:00 p.m., local time

CLOSING LOCATION: City Hall

Finance Department
City of Belleville
City Hall, 169 Front Street,
Belleville, ON K8N 2Y8

Attn: Ms. Yasmina Jamal,
Purchasing Supervisor
T (613) 968-6481 - 3301
F (613) 967-3206
E yjamal@city.belleville.on.ca

CITY OF BELLEVILLE
REQUEST FOR PROPOSALS

**FOR VENDING SERVICES WITHIN THE NEWLY EXPANDED QUINTE SPORTS
AND WELLNESS CENTRE AND THE EXISTING WALLY DEVER ARENA**

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CITY OF BELLEVILLE
REQUEST FOR PROPOSALS
**FOR VENDING SERVICES – TO BE LOCATED AT THE NEWLY EXPANDED QUINTE SPORTS
AND WELLNESS CENTRE AND THE EXISTING WALLY DEVER ARENA**

TERMS OF REFERENCE

1. OBJECTIVE

The City of Belleville, the Hub of the Quinte Region, has been the beneficiary of a significant infrastructure investment by the Federal, Provincial and local Governments seeing the completion of energy efficient well equipped Community Sports & Wellness Centre. From the ‘bricks and mortar’ must now come the implementation of the Operations/Business Plan – which identified the opportunity to enhance many existing and realize many new programs and services. A key element of this Plan is a vending service provider offering a variety of goods including healthy choices complementing the objectives of a Sports and ‘Wellness’ Centre.

The City of Belleville is a progressive municipal organization. The City has a strong commitment to exploring private/public partnerships that may provide additional and/or enhanced services to its citizens and customers. Recreation, Culture and Community Services is calling for ‘Proposals’ from vending service professionals.

The City requires innovative vending service providers who have a goal of providing appealing, healthy food and beverage choices in a pleasant environment. The objective is to implement a vending service in our facility which will provide nutritious food and beverage choices. The selections should be supportive of the overall healthy lifestyle promoted by the facility.

Vending choices that are high in sodium, sugar, unhealthy fat and low in fibre contribute to the growing rates of chronic illnesses and diseases in our society. There is a growing movement toward healthier food choices in key community settings, like schools and in the workplace, and now recreation facilities have an opportunity to join this movement. Recreation facilities are ideal targets as they are already supporting healthy lifestyles by providing space for physical and social activity. Offering healthy food and beverage choices can also help support healthy lifestyles.

Thus, the City of Belleville’s objective is to have healthier vending choices priced comparatively with the less healthy alternatives. As well, healthier food and beverages should be more prominently displayed than less healthier choices.

The City will be giving preference to vending professionals that provide the greatest overall value proposition to the City of Belleville and subsequently the citizens of this community.

This ‘Request for Proposal’ requires a detailed business and operations plan which should include a detailed menu plan and general pricing strategy that reflects the City of Belleville’s objective to have healthy vending choices priced comparably or better than less healthier choices. In addition, the City is expecting a detailed financial component and the proposed establishment of complimentary services, which may add to the overall customer experience – all to be located at the Quinte Sports and Wellness Centre, 265 Cannifton Road, Belleville, ON K8N 4V8.

This Request for Proposal should provide sufficient detail to assure City Council that the Proponent can meet its obligations through a proposed business plan, financial capability, meet minimum insurance requirements, etc. and will be a viable option for the available space for lease.

2. BACKGROUND

The Quinte Sports and Wellness Centre will feature the following:

- 3 NHL sized ice pads
- 3200 large seating Olympic sized arena and entertainment venue (**This RFP does NOT include the Yardmen Arena which already has a separate independent food services contract.**)
- Aquatic facility with an 8 lane 25 metre competition pool, pre-school pool and a therapeutic pool
- Seniors drop in centre
- Fitness studios
- Indoor, 3 lane, rubberized, suspended walking/running track
- Multi-use gymnasium (event venue for 500 people)
- Youth drop in centre
- Pre-school activity room
- New meeting/party rooms
- Dry land training area
- Large multipurpose room
- Meeting room with fireplace
- Wellness centre including a physiotherapy professionals and therapeutic massage professionals.
- Community groups rental and meeting area

It is estimated that on an average day, the Quinte Sports and Wellness Centre facilities will have thousands of visitors and/or participants.

3. DESCRIPTION OF SPACE FOR LEASE

The Vending areas are located in two locations: one is centrally located in the newly expanded 'concourse' of the Quinte Sports and Wellness Centre. The other is located within the existing Wally Dever Arena lobby. Please see attached Appendix A. The vending space is highlighted.

The owner is providing:

- Seven (7) vending spaces in total
- Hydro – duplex receptacles with 110 volt, 15 amps

The City desires to have a qualified and experienced company/individual assume the operation of the food services in this space in the later part of the first quarter or the beginning of the second quarter of 2012.

PLEASE NOTE:

1. The City of Belleville has an existing vending services provider with exclusive rights to the Yardmen Arena. Therefore, the Yardmen Arena is **NOT** part of this Request for Proposal.
2. The City of Belleville is issuing at the same time a Request for Proposal for Food Services and a Request for Proposal for Vending Services. The City of Belleville expects that submissions will be submitted by some service providers for both RFP's. It must be clear that the rights for Food Services and the rights for Vending Services are two distinct opportunities. One provider may provide either/or service or both.

4. CUSTOMER SERVICE

The tenant for this space should consider their services to be beneficial to the general public utilizing the Quinte Sports and Wellness Centre in addition to being a source of revenue for the City of Belleville.

As the public will associate the standard of service and customer satisfaction with Recreation, Culture and Community Services, it is of the utmost importance that this standard of service and customer satisfaction be of the highest level and products/services rendered be at reasonable prices. The tenant will match other RCCS Department facilities by maintaining a high degree of cleanliness.

It is estimating that the Quinte Sports & Wellness Centre will be open weekdays from 6am to Midnight and on weekends from 7am to 11pm.

5. NUMBER OF SUBMISSION COPIES

Four (4) copies of the Request for Proposal, each with copies of any supporting documentation, shall be submitted. At least one must be with a cover letter bearing an original signature and marked "Original". Additional copies are to be marked "Duplicate".

6. INFORMATION SUBMISSION CRITERIA (if applicable)

Each of the Proponents must be able to provide a comprehensive proposal that contains information outlining the services they intend to provide and identify any benefits to the Quinte Sports and Wellness Centre and its clientele that may be offered which should include, but not limited to their:

- a. Demonstration of a strong degree of fit/synergy with existing Quinte Sports and Wellness Centre activities
- b. Value proposition to the City of Belleville
- c. Experience, business integrity, track record in a local context
- d. Lease tenure
- e. Conditions for occupancy
- f. Financial capability
- g. Application of spaces and desired leasehold improvements
- h. Suitability in a community owned and operated sports and wellness venue

7. MANDATORY INSURANCE REQUIREMENTS

Proponents must provide evidence of insurance as follows:

The Proponent is required to maintain the following insurance coverage, as a minimum, for the entire term of the Contract. The Proponent shall provide the City of Belleville with proof of insurance in the form of a certificate of insurance, or, if required by the City, a copy of the policy. Proof of the insurance coverage shall be in a form satisfactory to the Director of Finance/Treasurer or designate prior to commencement.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way to the detriment of the City of Belleville, nor cancelled by the Proponent until 60 days after written notice by registered mail of such change or cancellations has been delivered to the City of Belleville.

The City of Belleville must be included as an additional insured, but only with respect to liabilities that may arise from the Proponent's own negligence in the performance of the Contract.

The minimum insurance requirements of the City of Belleville, in Canadian dollars shall be as follows:

a. General Liability Insurance Coverage

A limit of not less than \$2,000,000 for bodily injury including death, personal injury and property damage arising from each accident or occurrence.

The policy shall include, but is not limited to the following:

- i. a cross-liability/severability of interest clause
- ii. products and/or completed operations coverage
- iii. owner's protective liability coverage
- iv. blanket contractual coverage
- v. non-owner automobile coverage

The Proponent is responsible for any loss or losses within the deductible limit.

This policy shall be primary coverage pursuant to which the insurer is acting as first loss insurer against the risk covered and not excess to any other insurance available to the additional named insured.

b. Additional Liability Insurance Coverage

Depending on the type of business/operations being proposed for this space, the Proponent may be required to show evidence of additional insurance (i.e. Professional).

Additional information may be requested by staff if required for clarification (Insurance info. on Page No. 24).

8. SITE TOUR

Interested Proponents may attend an 'optional' site tour of the available space in the Quinte Sports and Wellness Centre on Friday, January 27, 2012 at 2:30pm, local time.

Contact: Peter Lyng, Facilities Manager
plyng@city.belleville.on.ca
613-848-6409

Mark Wilson, Manager of Recreation Services
mwilson@city.belleville.on.ca
613-967-3293

9. CLARIFICATION

Requests for clarification shall be submitted in writing to the Purchasing Section of the Finance Department. The City will assume no responsibility for oral instructions or suggestions.

Contact: Yasmina Jamal, Purchasing Supervisor
Email: yjamal@city.belleville.on.ca
Fax 613-967-3206

10. CONFLICT OF INTEREST STATEMENT

In its Submission, the Proponent must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Submission. The Proponent must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Submission or withhold the awarding of any agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

If during the Submission evaluation process or the negotiation of an Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the City. If the City requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concern.

THE CORPORATION OF THE CITY OF BELLEVILLE

**REQUEST FOR PROPOSALS
FOR VENDING SERVICES WITHIN THE NEWLY EXPANDED QUINTE SPORTS
AND WELLNESS CENTRE AND THE EXISTING WALLY DEVER ARENA**

FORM OF PROPOSAL

Amount: \$ _____

Harmonized Sales Tax: \$ _____

TOTAL AMOUNT: \$ _____

Submitted to: The Corporation of the City of Belleville.

NAME OF COMPANY: _____

ADDRESS: _____

CITY: _____ **PROVINCE:** _____ **POSTAL CODE:** _____

NAME OF SIGNING OFFICER: _____

TITLE: _____

AUTHORIZED SIGNATURE: _____

TELEPHONE: _____ **FAX:** _____

EMAIL ADDRESS: _____

H.S.T. REGISTRATION NO.: _____

Person signing must be authorized to sign on behalf of the company/Individual represented, and to bind the Company/Individual to statements made in response to this Proposal.

THE CORPORATION OF THE CITY OF BELLEVILLE

**REQUEST FOR PROPOSALS
FOR VENDING SERVICES WITHIN THE NEWLY EXPANDED QUINTE SPORTS
AND WELLNESS CENTRE AND THE EXISTING WALLY DEVER ARENA**

FORM OF PROPOSAL

**THE HIGHEST OR ANY PROPOSAL OR ANY PART OF ANY PROPOSAL NOT NECESSARILY
ACCEPTED.**

A C C E P T A N C E A G R E E M E N T

ACCEPTED ON BEHALF OF THE CORPORATION OF THE CITY OF BELLEVILLE, THIS _____

DAY OF _____, 2012.

MAYOR

CITY CLERK

INFORMATION AND INSTRUCTIONS

1. PURPOSE:

This Request for Proposal states the instruction for submitting proposals and the procedure by which Proponent will be selected.

2. DEFINITIONS:

Hereinafter, each company receiving this Request for Proposals is referred to as a "Proponent" and/or "Proponent" and/or "Company", a Proponent's proposal in response to this Request for Proposals is referred to as a "Proposal" and the City of Belleville shall hereinafter be referred to as the "City."

3. ISSUING OFFICE:

Finance Department
City of Belleville
City Hall, 169 Front Street
Belleville, ON, K8N 2Y8
Attention: Yasmina Jamal, Purchasing Supervisor
Telephone: (613) 967-3200, Extension 3301
Fax: (613) 967-3206
Email: yjamal@city.belleville.on.ca

4. CLOSING DATE AND TIME:

Proposals, signed by the Proponent's authorized representative and enclosed in the envelope provided for the purpose, must be received by the Issuing Office, **not later than Thursday, February 16, 2012 at 1:00 p.m., local time. The time shown on the clock in the Finance Department, designated as the official clock, will be the definitive time when determining the time of submission of any Proposal.**

The City of Belleville will not accept submission of any Proposals after the closing date and time.

5. PROPOSAL SUBMISSION:

Four (4) copies of the Request for Proposal, each with copies of any supporting documentation, shall be submitted. At least one must be with a cover letter bearing an original signature and marked "Original". Additional copies are to be marked "Duplicate".

Faxed or electronic replies will not be accepted. Late submission will not be accepted.

Proponents may not make modifications to their Proposals after the closing date and time except as may be allowed by the City.

The City may reproduce any of the Proponent's Proposals and supporting documents for internal use.

The City will not be obligated in any way by the Proponent's Proposal. The City will not return any of the Proponent's Proposals or supporting documents to the Proponent.

6. PROPOSAL COSTS:

The Proponent has the sole responsibility for any costs associated with preparing its Proposal in response to this Request for Proposals. In no event will the City be responsible for the costs of preparation or submission of any Proposal.

7. IRREVOCABLE OFFER:

Proposals submitted to the City shall constitute a valid and irrevocable offer which is open for acceptance by the City from and after submission until the expiration of the 90th day following the Closing Date specified in Item 4. Closing Date and Time.

The RFP does not create a tender process. This RFP is not an invitation for an offer to contract and is not an offer to contract made by the City. By this RFP, the City reserves to itself the right, in its sole and absolute discretion, to consider and analyze the Proposals, select a preferred Proponent and negotiate with all or any of the Proponents and sign an agreement with the preferred Proponent or not sign an agreement at all.

Without limiting the generality of the foregoing, the City reserves the right to a) reject any Proposal whether or not complete and whether or not it contains all the required information; b) require clarification of the Proposal; c) request additional information on any Proposal; d) reject any and all Proposals without any obligation of compensation or reimbursement to the Proponents; e) re-advertise for new submissions or Call for Tenders for this work or the work of a similar nature; f) negotiate with any one or more of the Proponents with respect to any aspect of the RFP, this process, mandatory requirements or otherwise with respect to the Proposal; g) the City may, in its sole and absolute discretion, independently verify any information in any submission.

The City reserves the right to debrief both the successful and unsuccessful Proponents after the announcement of the selected Proponent.

Where ever the words “will”, “shall” or “must” are used in this RFP, the City will have the option of waiving this as a mandatory requirement as it is intended the Proposals be subject to review and negotiation and not all options may be known to the City at this time. Therefore, the City must have the ability to waive what otherwise appear to be mandatory requirements in the appropriate situation as determined by the City.

The highest priced or any proposal will not necessarily be accepted.

8. INQUIRIES AND CHANGES:

a) Any inquiries regarding the Proposal should be directed to:

Peter Lyng, Facilities Manager, Telephone (613) 848-6409

Email: plyng@city.belleville.on.ca

AND

Mark Wilson, Manager of Recreation Services, Telephone (613) 967-3293

Email: mwilson@city.belleville.on.ca

b) It is the responsibility of each Proponent to inquire about and clarify any requirements of this Request for Proposals, which are not understood.

c) Proponents must obtain their own information on all matters and things that may in any way influence them in making their Proposals and fixing prices.

d) Proponents must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.

8. INQUIRIES AND CHANGES: (Contd.)

- e) If a Proponent discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this Request for Proposals, it must notify the City's Purchasing Supervisor, who may, if necessary, send written addenda to all Proponents.
- f) The City may, at any time, make and stipulate changes to this Request for Proposals.
- g) The City may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposals. The City shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.
- h) For Site tour, please contact Peter Lyng, Facilities Manager, Telephone (613) 848-6409, Email: plyng@city.belleville.on.ca OR Mark Wilson, Manager of Recreation Services, Telephone (613) 967-3293, Email: mwilson@city.belleville.on.ca

9. CLARIFICATION OF PROPOSALS/VERIFICATION OF INFORMATION

The City, without liability, cost or penalty, may, in its sole discretion at any time after Proposal submissions, seek clarification from any Proponent, either in writing or during any meetings or presentations with respect to its Proposal. Without limiting the generality of the foregoing, the City may, in its sole discretion, request a Proponent to confirm in writing any statement made by the Proponent during any presentation or demonstration, in which case the Proponent will promptly provide such written confirmation to the City within the time specified by the City. Any written information received by the City from a Proponent in response to a request for clarification from the City shall be considered an integral part of the Proponent's Proposal. Without prejudice to its right, the City may request clarification if any Proponent's intent is unclear or the Proposal is unclear or the City may waive or request amendments where in the opinion of the City there is an irregularity or an omission in the information submitted in the Proposal.

The City may verify any Proponent's statement or claim by whatever means the City deems appropriate, including contacting references other than those offered by the Proponent. The City may reject any Proponent's statement or claim if, in the judgment of the City, the statement or claim is unwarranted or not credible. The Proponent shall cooperate with the City in its attempt to verify any such statement or claim.

10. SELECTION PROCESS:

Because the City bases any decision to award a contract on the Proposals submitted, Vendors should include all requirements, terms and conditions it may have in their Proposal, and should not assume that any opportunity will exist to add such matters after the Proposal is submitted.

The City reserves the right, at its sole discretion, to negotiate with any Vendor as it sees fit, or with another Vendor or Vendors concurrently. In no event will the City be required to offer any modified terms to any other Vendor. The City shall incur no liability to any other Vendor as a result of such negotiations or modifications.

The City shall have the right to negotiate with each and every Proponent the terms and conditions of their Proposal, the details of the contract and the inclusion or exclusion of all or any portion of the Work called for under the proposed services in the RFP. Negotiations may take the form of adding, deleting or modifying requirements to obtain the best possible price. There is no obligation to negotiate with only one Proponent to the exclusion of the other Proponents.

11. BASIS OF SELECTION:

The following may be considered in selection:

- a. The City will not necessarily accept the lowest price or any Proposal. Any implication that the lowest or any Proposal will be accepted is hereby expressly negated.
- b. Any features or advantages, which are unique to the Vendor's Proposal, which the City has not listed in the requirements.
- c. The Vendor's financial Proposal.
- d. The Vendor's relevant experience, qualifications and success in providing Work of the type described in the requirements.
- e. The quality of the Proposal, specifically: Proposals shall be prepared in a straight forward manner, and shall describe the Vendor's offering(s) and capabilities in a format that is reasonably consistent, comprehensible, and appropriate for the purpose.
- f. The contractual terms proposed by the Vendor, which would govern any contractual relationships with the City.
- g. The Vendor's references (if requested) from institutions which are comparable to the City.

12. EVALUATION OF PROPOSALS

The evaluation of the Proposals will be conducted by the City's Project Team and shall involve an evaluation of all of the Proposals by the Proponents. These may include the relative experience, qualifications and success in providing similar work of the Vendor, the quality of the Proposal, both from a technical and financial aspect, any special contractual terms in the Proposal, the references of the Vendor and the Vendor's understanding of the RFP process and the proposed Project implementation and time frame will become a proposed work plan, technical expertise and the financial proposal, including any cost components.

The Proposal shall be evaluated and scored by reference to the assessment criteria and the weight set out below.

The City reserves the right to review any and all requirements of the RFP and all information contained in the submitted Proposals as part of its selection criteria in addition to or as part of the weighting set out below.

In evaluating any of the categories, the score to be ascribed to the category or weighting to be ascribed to the category shall be determined by the City Project Team in its sole discretion given that these are often subjective matters, that there is no requirement on the part of the City to use any formulas or mathematical approach and that the City's opinion and assessment of each Proposal is to be determined by the City in its sole and absolute discretion.

Following the evaluation, the City reserves the right to accept or reject any and all Proposals or accept the Proposal which it deems the most advantageous to it notwithstanding the scoring of each of the Proposals and has the right to reject any or all Proposals, including specifically any Proposal whose weighting in any one particular category may be unacceptable even though it is weighting in other categories is superior to other Proposals, which could include a Proposal whose financial or cost component is significantly in excess of the obligations the City is prepared to undertake and the City reserves the right to disqualify any Proposal which scores poorly in any category.

12. EVALUATION REVIEW

All submissions will be reviewed on the following criteria:

	Criteria	Value
a	Submission Completeness & Quality (addresses the minimum RFP requirements)	10 No means rejected'
b	Alignment of the proposal to the articulated 'Objectives' outlined in the Request for Proposal.	20
c	Value Proposition – net financial proposition to the City of Belleville (cash value to City/term of agreement/ spin off benefits to the Quinte Sports and Wellness Centre and the citizens of the City of Belleville in whole)	50
d	Demonstrated ability of proponent to deliver on proposed products and services within the context outlined in the RFP (Business Plan/ Past and Present Professional Experience and performance in Health Care Field and Business Environment).	20
e	Proponent to provide proof of having the ability to obtain the minimum required insurance/WSIB coverage/appropriate licensing required by the City to operate a business in the Quinte Sports and Wellness Centre	Yes/No No means rejected.
	Total Points:	100

13. INDEMNIFICATION

The successful Proponent agrees to indemnify and hold harmless the City and its member municipalities, their respective Directors, Officers, Employees and Agents from and against all suits, judgements, claims, demands, expenses, actions, causes of action and losses (including, without limitation reasonable legal expenses and any claim for lien made pursuant to the Construction Lien Act), and for any and all liability for damages to property and injury to persons (including death), and for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit as a result of or arising out of or in relation to the performance by the Vendor under or any breach of the terms of the Agreement by the Vendor or arising from or relating to the RFP including the Vendor's own default, negligence or misconduct, or those of its employees, servants, agents and contractors.

The Contractor will also provide as part of the Agreement an indemnity and any waivers of claim to the City similar to that provided by the City to its funding entities.

15. RFP OVERRIDES STANDARD TERMS AND CONDITIONS

The terms of this RFP and the Agreement reached pursuant to this RFP with the Proponent supersede the contents of any and all standard terms and conditions contained in the documentation from the Proponent, including those contained in or on the reverse of purchase orders, order verifications, sales receipts or other standard documentation supplied by either the Proponent or any equipment suppliers to the Proponent.

16. PROPONENT'S STATEMENT OF UNDERSTANDING

It is understood that the Proponents have carefully examined the RFP and all of the proposal documents and have carefully examined the Work to be performed under the Contract if awarded. The Proponent also understands and accepts the said RFP and proposal documents, and for the prices set forth in the Proposal, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the RFP.

All Proponents will be responsible for reviewing all conditions with respect to Work, including subsurface conditions, access, property use, zoning, environmental conditions, and all other conditions in connection with the Work. There is no representation, express or implied, made as to the accuracy or completeness of any information supplied by the City or any others to any of the Proponents, including whether the information is suitable for the purposes of any Proponent and the City expressly disclaims any and all liability for any errors or omissions in such information or which may be contained in any oral or written communication transmitted or made available to any Proponent and all risk with respect to unknown, undisclosed conditions shall rest with and remain with the Proponents.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

17. PROOF OF ABILITY/PRIOR EXPERIENCE

The Proponent may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date. The City shall be entitled to take into account as part of its evaluation of any Proposal any past experience that the City or any of its member municipalities or related or affiliated organizations have had with any Proponent, whether favourable or unfavourable, and including specifically any contracts, contract disputes, litigation or other experience or dealings whatsoever or reputation that the Proponents may have, or any of them, with such entities.

18. PRICING REQUIREMENT

Prices shall be in Canadian Funds, for the Work, delivered and installed.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work except for Provincial Sales Tax and Goods and Services Tax or Harmonized Sales Tax, as applicable, which shall be shown as extra, unless otherwise specified. If the Proponent intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

This is intended to be a fixed price contract with no extras unless otherwise specifically set out in this RFP. All work required or desired under the terms of this RFP is to be included in the price and the price is not to be subject to adjustment, including due to unknown or undisclosed conditions, increases

in costs and taxes, cost of labour, unavailability of labour or materials, increases in cost of materials other than the changes in Provincial Sales Tax or Goods and Services Tax rates.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

19. **EXTRAS**

The contract is contemplated of being inclusive of all Work, including due to any unforeseen or unknown conditions in the price quoted. To the extent, however, that any extras are authorized by the City, in addition to this contract, then the price which is extra, shall be agreed upon between the Proponent and the City in advance and if not, if so ordered by the City, shall be performed at the hourly rates set out in the Schedule attached hereto. The Proponent shall not proceed with any Work unless an agreement has been reached on the price of such extra work and/or the method of determining the cost and price of such extra Work.

20. **PURCHASING BY-LAW**

The terms and conditions applicable to the obligations of the Proponents and any requirements of any Proponent contained in the City of Belleville Purchasing By-law are deemed to be incorporated herein.

21. **PERMITS AND APPROVALS**

The Proponent shall be responsible for obtaining all necessary permits, approvals and other authorizations required by any governmental, regulatory or other body having jurisdiction, including the payment of all fees in connection therewith.

22. **TERMS OF PAYMENT**

Unless progress payments or alternative payment terms are specifically agreed to under the terms of the RFP and any Proposal, as accepted by the City, the contract price shall be invoiced after delivery and acceptance and testing and payable thirty (30) days from the later of such date and the date of receipt of invoice. Any alternative payment terms, including the cost thereof, to the City and its financing parties, will be considered as an element of valuation in the financial evaluation of any proposals.

As funding is provided primarily from the federal and provincial governments under contracts with the entities administering federal/provincial infrastructure projects, including Industry Canada, any funding and payments thereunder will be subject to the requirements of such program and contracts with the City.

The City shall have the right to withhold from any sum otherwise payable to the Vendor such amount as may be sufficient to remedy any defect or deficiency in the Work, pending correction of the same.

23. **TERM**

The term of this RFP shall start on the start date and be fully completed and all Work completed hereunder by the completion date listed in this RFP.

24. DELIVERY

Time shall be material and of the essence of the contract.

The Vendor shall be responsible for completing the contract by the completion date set out in this RFP, or if not, as set out in the Agreement and agreed to as provided in the Proposal. In no event shall the contract period of time extend beyond the completion date set out in this RFP.

25. PATENTS AND COPYRIGHTS

The Vendor shall at its expense, defend all claims, actions or proceedings against the City based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the City all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client (substantial indemnity) basis occasioned to the City by reason thereof.

The Vendor shall pay all royalties and patent license fees required for the work. If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Vendor shall forthwith either secure for the City the right to continue using the work, or shall at the Vendor's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

The Vendor shall be responsible for obtaining all patent, copyright or other intellectual proprietary rights required or desired in connection with the completion of the Work and the operation of the Work and/or facilities after the completion of the Work at its sole cost and expense and as part of the Work. The Vendor warrants and represents that all necessary patent, copyright, trademark or other intellectual property rights are included in the Work and that the company has the right and authority to transfer them or license to the City as part of the Work, which license shall be in perpetuity, transferable and without restriction or payment.

The City will be the Owner of the copyright in and all intellectual property rights in the Work to be delivered by the Vendor pursuant to the terms of this RFP.

26. ASSIGNMENT

The Vendor shall not assign the contract or any portion thereof without the prior written consent of the City.

22. OCCUPATIONAL HEALTH & SAFETY ACT:

- a. The successful Proponent, for purposes of the *Ontario Occupational Health and Safety Act*, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful Proponent may be referred to as the 'Proponent' in this paragraph and any other provisions of this document.
- b. The Proponent acknowledges that it has read and understood the *Occupational Health and Safety Act* together with the Proponent's and the City's Health and Safety Policies and Procedures.
 - The Proponent covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Proponent's and the City's Health and Safety Policies and Procedures.
 - The Proponent agrees to indemnify and save the City harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the City's and/or the Proponent's Health and Safety Policies and Procedures.
 - The Proponent agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the City and the Proponent's Health and Safety Policies and Procedures and copy requirements of the City and to ensure compliance therewith.
 - The Proponent further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the City and the Proponent's Health and Safety Policies and Procedures whether by the Proponent or any of its sub-Proponents may result in the Proponent and/or sub-Proponent being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Proponent by the City.
 - The Proponent shall allow access to the work site on demand to representatives of the City to inspect work sites to ensure compliance with the Contract and the City's Policies and Procedures.
 - The Proponent agrees that any damages or fines that may be assessed against the City by reason of a breach or breaches of the Occupational Health and Safety Act by the Proponent or any of its sub-Proponents will entitle the City to set-off the damages so assessed against any monies that the City may from time to time owe the Proponent under this contract or under any other contract whatsoever.
 - Where any portion of the work or services in this Contract is contracted to a sub-Proponent, the Proponent agrees that the provisions of this section will apply to the sub-Proponent and the Proponent will enforce said provisions.

28. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for indirect or consequential damages, damages for loss of profit, revenue or reputation or other indirect damages arising out of the breach or fault or negligence of either party under the terms of this RFP or any agreement arising therefrom.

Each Proponent, by submitting a Proposal, agrees that:

- a) In the event that any or all of the Proposals are rejected or disqualified for any reason, proper or improper, or the Project or selection process is modified, suspended or cancelled for any reason, neither the City or its member municipalities, employees, officers, directors or representatives will be liable under any circumstance for any claim, damages, losses, cost, reimbursement or compensation to any person or entity whatsoever arising out of this Proposal, including, but not limited to the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity and any other matter;

- b) The Proponent hereby waives any claim for loss of profits or loss of opportunity if the Proposal is rejected or disqualified or the Proponent is not successful in the selection process for any reason whatsoever; and
- c) The Proponent acknowledges that in evaluating the Proposals, the City and its advisors are seeking a Proposal satisfactory to the City and under no obligation to the Proponent to do anything other than bona fide consider all Proposals.

30. **NOTICES/ACCEPTANCE**

The placing in the mail to the address given in his/her submission or delivery of a notice of award to a Proponent shall constitute notice of acceptance of contract. This acceptance shall be conditional on the Proponent providing all documentation, insurance, bonding, security and certifications as required by the RFP within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder. The Proponent shall forthwith, within ten (10) working days of receipt thereof, execute the Agreement in the form prepared by the City and incorporating the terms and conditions of this RFP and such other terms and conditions as the City shall reasonably require.

31. **CONTRACT CANCELLATION**

The City shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof without cause or fault. In the event of such cancellation, the City shall pay to the Company the cost and expenses by the Company in performing that portion of the work completed up until the date of cancellation.

The City may:

- a) If the Company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the City may, without notice; terminate the contract.
- b) If the Company; fails to comply with any request, instruction or order of the City; or fails to pay its accounts; or fails to comply with, disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the City's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the City may, upon expiration of ten days from the date of written notice to the company, terminate the contract.
- c) Any termination of the contract by the City, as aforesaid, shall be without prejudice to any other rights or remedies the City may have.
- d) If the City terminates the contract, it is entitled to:
 - i) Take possession of all of the work in progress and finish the work by whatever means the City may deem appropriate under the circumstances;
 - ii) Withhold any further payments to the Company until its liability to the City is ascertained;
 - iii) Recover from the Company loss, damage and expense incurred by the City by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the company to the City).

The City shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

32. **AVAILABILITY OF LABOUR AND ESCALATION**

The Vendor shall fully inform himself regarding availability of labour in the area relative the requirements of the schedule. The Vendor shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid. All risks with respect thereto shall be the Proponents.

33. **CORRECTION OF DEFECTS**

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of any equipment and/or services forming part of the Work, or the Work itself, any part of the equipment, services or Work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Vendor, upon request, shall make good every such defect, deficiency or failure without cost to the City. The Vendor shall pay all transportation costs for parts and/or equipment both ways between the Vendor's factory or repair depot and the point of use.

34. **TAX ISSUES**

The Proponent is solely responsible for obtaining and relying on tax advice from its own advisors and experts, including obtaining any advance interpretations and rulings from CRA relative to this RFP and the Agreement which it feels are appropriate (including in relation to the supplying of funds, any financial structure and any tax consequences).

35. **LOBBYING**

In order to ensure fairness to all Proponents, the City must endeavour to prevent unfair advantage created by lobbying. Therefore, the City reserves the right to disqualify, at any time and at its sole discretion, any Proponent engaging in lobbying in connection with a competitive bidding process between a date that is no later than the date of issue of the RFP and the date of signing of a contract between the City and the Successful Proponent(s). The City may disqualify a Proponent at any time in the procurement process, including after the selection process has been completed.

Lobbying may include any activity that the City, in its sole discretion, determines has or may give an unfair advantage to one Proponent relative to other Proponents. Without limiting the foregoing, lobbying may include:

- a. Verbal or written communication with or to any City staff other than those identified as contacts in this RFP in respect of this RFP.
- b. Verbal or written communication with or to any City Council member or the members of Council of its member municipalities in respect of this RFP.
- c. Verbal or written communication with or to the Member of Parliament, Members of Provincial Parliament or any related government ministries in respect of this RFP.
- d. Verbal or written communication with or to any staff of the Premier's Office, Cabinet Office or any other member of Cabinet or equivalent federal counterpart in respect of this RFP.
- e. Verbal or written communication with or to any expert or other advisor assisting the Evaluation and Selection Committee except where authorized by such Councillor.
- f. Verbal or written communication with or to any member of the RFP Evaluation and Selection Committee other than those identified as contacts in this RFP.

- g. Direct or indirect requests by the Bidder to any person, organization or group to provide a written or verbal expression of support not required by this competitive bidding process to any member of the Evaluation and Selection Team or Council.
- h. Verbal or written communication with or to media organizations.
- i. Direct or indirect offers of gifts of any kind or value to any City representative or personnel.

36. **ENVIRONMENTAL**

The Proponent shall be responsible in respect of all environmental matters including compliance with any and all environmental laws, rules, regulations, statutes, and orders of any governmental or regulatory body or authority having jurisdiction in connection with this RFP, the Agreement and the construction and delivery of the Work and the operation of any fibre optic network or other facilities after its construction, including any environmental liabilities, any clean-up obligations, any fines, penalties or interest resulting from any condition of the Work, properties or the facilities, whether pre-existing, known or unknown, disclosed or undisclosed or which occur after the date of the Agreement.

37. **CONFLICT OF INTEREST**

NO USE OR INCLUSION OF RESTRICTED PARTIES

- a) Restricted Parties are not eligible to advise any Proponent in the RFP selection process and must not participate as an employer, advisor, consultant, investor, member or any other capacity whatsoever with any Proponent. The City may, in its sole and absolute discretion, disqualify a Proponent who uses any matter including in its Proposal or preparation thereof a Restricted Party. The onus is on the Proponent to ensure it does not use or include any Restricted Party.
- b) Restricted Parties include any person who would be defined to be in conflict of interest under the provisions of the Municipal Act and any parties, because of their direct, recent or current involvement in the selection process or with any of the parties to the selection process, including the RFP evaluation team, the City, its officers and directors and Council members or any members of Council of any of the member municipalities of the City. This is not an exhaustive list of Restricted Parties. Additional parties may be added to the list at any time in the selection process.
- c) Neither The City nor any of its employees, advisors, directors, officers and representatives are liable to any Proponent for any claims, whether for the cost of preparation of the Proposal, loss of anticipated profits, loss of opportunity, revenue or economic benefit or any other loss whatsoever, arising from any use or reliance on this list or use or inclusion of Restricted Parties in any submission as part of the selection process.
- d) Proposals may be disqualified at the sole and absolute discretion of the City if: a) the Restricted Party is acting as an advisor or member of the Proponent's team; b) the Proponent makes contact with any person who the Proponent is prohibited by the RFP from contacting; c) they include a false or misleading statement, claim, warranty or representation.

38. **CONTRACT PROVISIONS BY REFERENCE**

The City's acceptance of the Proponent's Proposal by issuance of a Purchase Order shall create a contract between the City and such Vendor containing all specifications, terms and conditions in the Proposal except as amended in the Purchase Order. Any exceptions taken by the Vendor which are not included in the Purchase Order will not form part of the contract.

The City also reserves the right to prepare a contract either in the standard form used in the industry or in the standard form used by the City setting out the terms and conditions of this RFP and the Proposal as accepted by the City and other terms and conditions which would be contained in the City's standard form of contract relating to this type of Work.

39. **ADDENDA:**

The City may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposals. The City shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.

a) Questions during Bidding (deadline for questions).

Should a proponent have any questions or need further clarification, he/she should contact the City's representative named in this document. Questions will only be received until 4:30 p.m. on Friday, February 10, 2012, to enable the City to prepare an addendum (if any). Questions received after 4:30 p.m. on Friday February 16, 2012 may not be acknowledged nor answered.

- a) If a Vendor discovers any inconsistency, discrepancy, ambiguity, errors, or omissions in this Request for Proposals, it must notify the City's Purchasing Supervisor, who may, if necessary, send written addenda to all Vendors.
- b) When it becomes necessary to revise, delete, substitute or add to the bid documents after release, the Purchasing Supervisor will issue an addendum.
- c) A copy of each addendum shall be forwarded by fax and/or mail, by the Purchasing Supervisor or her designate, to all vendors registered on the distribution list.
- d) Addendum sent by fax is accompanied by a "Verification of Receipt" document to be returned promptly by fax to the Purchasing Supervisor. This is for the Vendors' protection.
- e) All Vendors must acknowledge addendum by attaching a signed copy of this addendum to their respective bid documents. Failure to do so may result in rejection of the bid.
- f) The City may, at any time, make and stipulate changes to this Request for Proposals.
- g) The City may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposals. The City shall not be bound by oral or other information, explanations or clarifications not contained in written addenda.
- h) If the addendum is prepared too late to allow notification by mail prior to the closing time, in addition to faxing the addendum, each prospective Vendor shall be contacted by the Purchasing Supervisor or her designate, to advise of the addendum and the closing date may be extended. In all cases, when an addendum is issued, it is desirable to give prior notice of the mailing to the prospective Vendors.
- i) Any Addenda, if required, **will only be issued** to those Vendors who have pre-registered as a bid taker.

PROPONENT'S RESPONSIBILITIES:

1. INSURANCE:

The successful Proponent shall in effect and maintain for the period of the Project at its own expense with insurers acceptable to the City all necessary insurance considered appropriate for a prudent Proponent undertaking a project similar to this Project including such of the following types of insurance as the City may elect:

- a) Commercial General Liability Insurance in the joint names of the Proponent and the City with limits of not less than two Million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property, including loss of use thereof, with a property damage deductible of no more than Five Thousand (\$5,000.00) Dollars, including not less than Two Million (\$2,000,000.00) Dollars for products and completed operations coverage in the aggregate;
- b) Automobile liability insurance in respect of licensed vehicles with limits of not less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, death and damage to property, including standard automobile policy and standard contractual liability endorsement with standard owner's form automobile policy providing third party liability and accidental benefits insurance and covered licensed vehicles owned or operated by or on behalf of the Proponent;
- c) The policy shall provide that in the event of loss or damage, payment shall be made to the City and the Proponent jointly or as their respective interest may appear;
- d) The Proponent will be responsible for deductible amounts under the policies;
- e) All policies shall name the City as an additional named insured;
- f) The Proponent shall deliver all other insurance as reasonably required by the City.

Certificate of Insurance

Before beginning the project, the successful Proponent shall provide to the City a valid Certificate of Insurance and any replacements thereof that references the project and confirms the coverage's identified in Section 6 naming the City as additional named insurers. The successful Proponent shall provide the City with a copy of the Policy if requested by the City and any renewal or replacement Certificates as may be necessary.

2. WORKPLACE SAFETY AND INSURANCE BOARD:

- a. The Proponent warrants and represents that it shall comply with all relevant Workplace Safety and Insurance Board requirements. The successful Proponent is required to protect its employees with Workplace Safety & Insurance Board coverage and a valid Certificate of Clearance indicating the project involved must accompany their invoice for payment. The Proponent must comply with the City of Belleville's Health and Safety Policy found on the City's website: <http://www.city.belleville.on.ca/Business/ProposalsAndTenders/RFP%20Standards/Health%20-%20Safety%20Standard.pdf>. Appendix 1 of that form must accompany the completed Request for Proposal Form.
- b. The Proponent will file a "Certificate of Clearance" from the WSIB prior to commencing the Contract. Clearance certificates should be renewed every ninety (90) days during the term of the Contract.

PROPONENT'S RESPONSIBILITIES: (Cont'd.)**3. FREEDOM OF INFORMATION:**

Release of information contained within a respondent's document will be subject to the Freedom of Information Act. Extracts of documents submitted and the costs of their solutions may be used as part of a public document for reporting purposes. Respondents must indicate in their submission which, if any, parts of their response are exempt from disclosure due to proprietary information.

Requests for information other than standard public information (i.e., names of those submitting tender, total amount of bid not individual line costs) must be dated and submitted in writing to the Purchasing Supervisor, after which time the municipality has thirty days to respond.

In conducting discussions with Proponents there shall be no disclosure of any information derived from proposals submitted by competing s.

4. COMPLIANCE WITH LAWS:

Proponents are assumed to have made themselves familiar with, and will abide by the Federal, Provincial, Municipal Laws, Rules and Regulations including amendments thereto, which are applicable and in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. Proponents shall carefully examine and study all of the documentation in order to satisfy themselves by examination as to all conditions affecting the scope of work to fulfill the contract.

CONDITIONS:**GENERAL:****1. TAXES:**

Harmonized Sales Tax is applicable, and shall be included in the total bid amount.

2. WITHDRAWAL PROCEDURE:

- a. Bids may only be withdrawn prior to the closing date upon providing a written request.
- b. The Proponent who has submitted a response may request that the bid be withdrawn. Adjustments or corrections to a bid already submitted will not be allowed. The withdrawal will be allowed if the request is made by mail, fax or in person, directly to the Purchasing Supervisor or his/her designate, before closing time, and only if verification of source is possible. Telephone requests will not be considered.
- c. When a withdrawal request is made in person, the authorized requester shall sign a withdrawal form confirming the request. When requests are made by mail or fax, they shall be confirmed by telephone prior to acceptance.
- d. Bids confirmed as withdrawn prior to closing time shall be returned unopened.
- e. The withdrawal of a bid does not disqualify a Proponent from submitting another bid on the same contract provided it is submitted prior to closing date and time.
- f. Withdrawal requests received after the Proposal closing will not be allowed.

3. The lowest or any proposal will not necessarily be accepted and the City of Belleville reserves the right to reject all proposals submitted or select options from various proposals or to select any proposal for reasons deemed to be in the best interests of and for the best value for the City. The City may in its absolute discretion, if it deems advisable, waive any requirements prescribed herein.

4. Proponents must complete all parts of the proposal in accordance with the Proposal documents as specified herein. Proposals which are submitted that are incomplete or not properly executed shall not be accepted.

5. EXAMINATION OF BID DOCUMENT INCLUDING SCOPE OF WORK:

Proponents shall carefully study all bid documents, specifications and the site of work in order to satisfy themselves by personal examination as to all conditions and site requirements affecting the work and to the detailed requirements of the work as described in the proposal documents.

6. SUB-CONTRACTING:

The successful Proponent will not, without the written consent of the City, make any assignment or any subcontract for the execution of any goods and services hereby proposed.

CONDITIONS:**GENERAL (Cont'd.)****7. DELIVERY (if applicable):**

All goods and services shall be delivered F.O.B., Belleville, Ontario, and shall remain the property of the Proponent until a physical inspection is made and thereafter accepted to the satisfaction of the City of Belleville in compliance with conditions and specifications described herein. All respective insurance coverage shall be the responsibility of the Proponent until acceptance is given by the City of Belleville.

8. FACSIMILE/ELECTRONIC BIDS:

All bids must be signed and sealed originals. Faxed or electronic bids will not be accepted.

9. PROPOSAL PRICES:

- a. Bid prices must be valid for 90 days after the proposal closing date stated herein.
- b. In the event of any discrepancy between the unit price and the extension(s), the unit price shall govern.
- c. The total price and payment is to be shown and made in Canadian Funds.
- d. No extra charges will be permitted unless written authorization is obtained from the City.

10. Time shall be of the essence for any work to be done as a result of this proposal. Failure of a Proponent to perform the contract within the time specified or within a reasonable time, as determined by the City of Belleville, will constitute authority for the City of Belleville to cancel or terminate such contract and assign the work to be done to another Proponent without obligation to the Proponent under the cancelled contract. The City shall be entitled to all remedies against the Proponent including damages for failure to complete the contract, or for default under it.

11. The Proponent warrants that the services supplied to the City of Belleville conform in all respects to the standards set forth by Federal and Provincial Legislation, Ministries, Boards and Agencies and in particular the Occupation Health and Safety Act and Regulations thereto. Failure to comply with these conditions will be considered a breach of contract.

12. No Proponent is relieved from completing the contract merely because detailed conditions and specifications of the various components are not set out in the bid document.

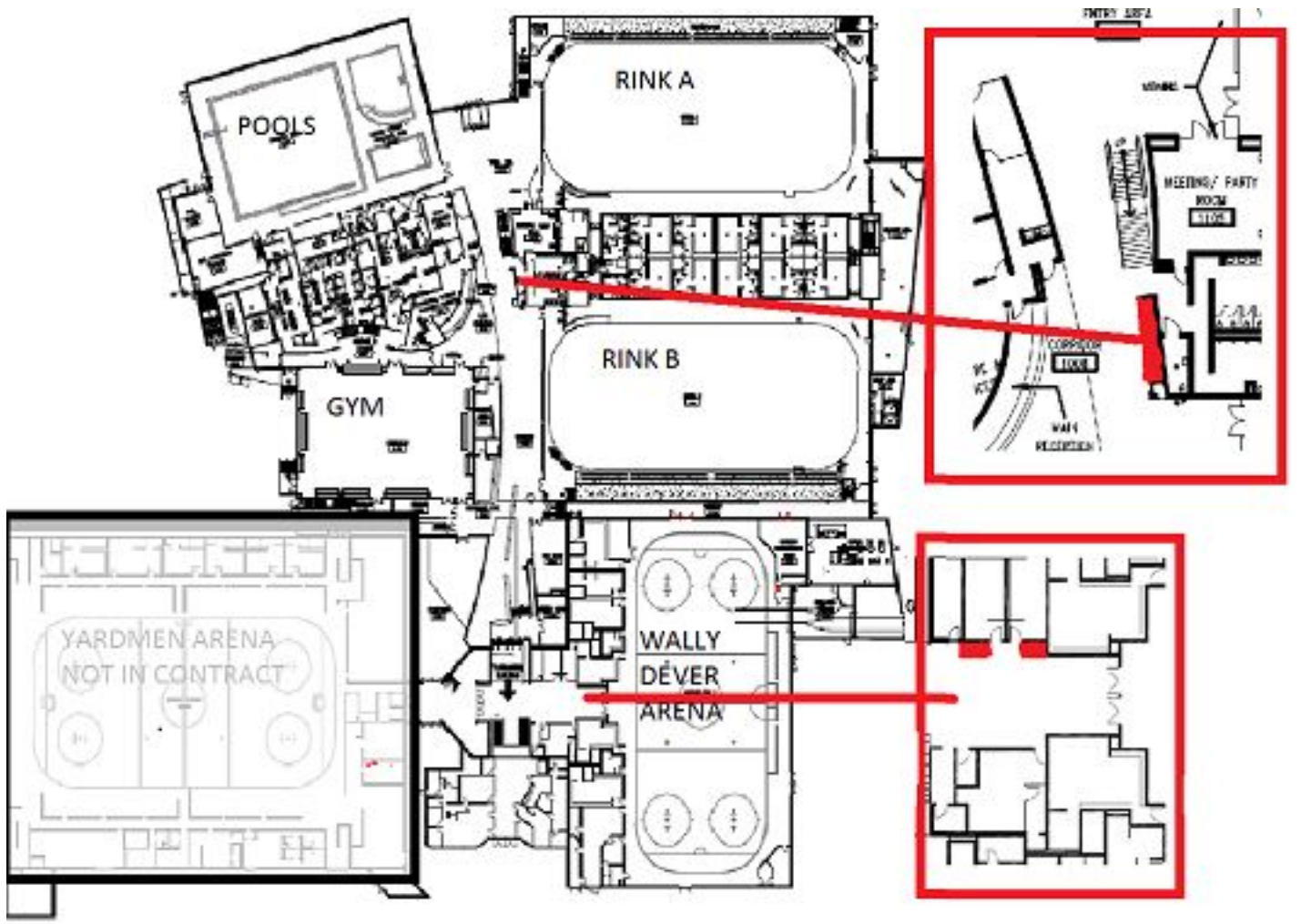
13. Tenders having any erasures or corrections shall be initialed by the Proponent in ink. All tenders shall be typewritten or filled in with pen and ink and bids shall be signed in ink.

CONDITIONS:

GENERAL (Cont'd.)

14. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his/her right thereafter to enforce such provision or to seek damages for the breach thereof. Successful Proponents, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of Ontario. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his/her undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
15. The submission of a proposal shall be deemed proof that the Proponent has satisfied himself/herself as to all the provisions of the proposal, all the conditions which may be encountered, what goods and services he/she will be required to supply, or any other matter which may enter into the carrying out of the supply of goods and services referred to in the proposal; and no claims will be entertained by the City of Belleville based on the assertion by the Proponent that he/she was uninformed as to any of the requirements of the proposal.
16. In case of default of the Proponent, the City of Belleville reserves the right to procure the goods and services from other sources and any added expense will be charged to the undersigned Proponent. The Proponent agrees to indemnify and save harmless the City of Belleville and all Municipal officers, employees, servants and agents; officers, employees, servants and agents of its Boards and Commissions and volunteers, from all claims, costs, actions, suits, damages or expenses which may arise by reason of the execution of his/her proposal or the performance of any of the terms of his/her proposal or in any way incidental to the proposal.
17. This indemnification shall also apply in respect of any claims for injuries or damages that may be sustained by the Proponent or any of his/her employees during the performance and fulfillment of this proposal. Should the City of Belleville receive any demand or claim arising out of the performance of this Proposal, the Proponent shall pay to the City of Belleville such claims. The Proponent shall also pay to the City of Belleville any demand, cost, charge, damages or expenses which may be paid or incurred by the City of Belleville or any of its servants, officers or agents in settlement of or on account of the payment for any loss, damages or expenses payable by the City of Belleville or its officers, servants and agents, and any monies payable by the Proponent under the terms and conditions of this Proposal may be deducted from monies payable under this Proposal which are then remaining in the possession of the City of Belleville on account of this Proposal, and to any court of competent jurisdiction as monies paid on behalf of the Proponent.

APPENDIX A



LABEL

**REQUEST FOR PROPOSALS
FOR VENDING SERVICES WITHIN THE NEWLY EXPANDED QUINTE
SPORTS AND WELLNESS CENTRE AND THE EXISTING WALLY DEVER
ARENA**

**Ms. Yasmina Jamal
Purchasing Supervisor
The Corporation of The City of Belleville
169 Front Street
Belleville, Ontario
K8N 2Y8**