

**1. Instructions**

- .1 All sections of the Pricing Form should be completed. Without limiting the generality of the foregoing, all blanks must be filled in and all entries for unit prices, lump sums, extensions and totals should be filled in, as appropriate.
- .2 Suppliers that do not fully complete these forms (such as leaving lines blank) or have unclear answers (such as “n/a”, “-”, “tba” or “included” etc.) will be declared non-compliant. Prices that are intended to be zero cost/no charge to the city are to be submitted in the space provided in the price schedule as “\$0.00” or “zero”.
- .3 All pricing provided must be inclusive of all applicable duties and taxes except for HST, which should be itemized separately, and of all fees, expenses and costs for the complete performance of the Contract.
- .4 Suppliers must state the Country of Origin of goods being offered in the Pricing Form. This information will be used to help the City understand how Tariffs from the United States of America are being applied during the bidding process. Country of Origin is defined in Part 1 Section 3.14.
- .5 Suppliers are not to base their Pricing Form upon unilateral or undisclosed assumptions or conditions which, if not true, would render the Supplier’s pricing inapplicable or subject to change.
- .6 All prices, rates, and/or costs submitted by Suppliers with respect to this Request for Quotation, must include any and all expenses that may be anticipated and incurred by the Supplier while providing the Deliverables F.O.B. destination as specified in this RFQ. No additional costs will be considered
- .7 The City reserves the right of accepting or rejecting any and/or all parts of this RFQ.
- .8 Upon award the City will confirm with the Supplier, the Deliverables, date(s), and any other instructions related to the Deliverables being provided.
- .9 The provision of Deliverables shall not commence until a signed Contract for the Deliverables is issued and a Contract Release Order (CRO) has been issued.

**2. Evaluation of Pricing**

Compliant Bids will be ranked on the basis of the lowest total submitted pricing as shown in the Pricing Form.

**3. Quantity**

- 3.1. Quantities provided are estimates only and should not be interpreted as indicating a minimum or maximum order quantity. The quantities shall be used as a basis for comparison upon which the award will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the City whether decreased or increased.
- 3.2. Quantities for the optional contract years are based on operational need. The quantities stated in the Part 5 – Pricing Form reflect the initial term of the contract and do not reflect the potential quantities required in optional contract years.

#### **4. Miscellaneous Items**

- 4.1. An additional amount of up to 20% of the remainder of the contract value may be added to the award amount as Miscellaneous Items for additional related unforeseen goods and services. This is to address the potential purchase of additional related goods and services not listed in Part 5 - Pricing Form. No part/portion of this allowance is guaranteed to be used for the duration of the term of the Contract, and any payments will not be permitted without prior written approval having been provided by the City representative for the additional services/goods to be carried out.
- 4.2. Suppliers are requested to state the percentage discount from their current wholesale price list in Part 5 - Pricing Form for any other related item that may not appear in the line items of Part 5 - Pricing Form which may be required during the course of the Contract. The percentage discount is applicable throughout the optional years.

#### **5. Option Year Periods**

- .1 Included in the decision to accept any option year(s) of the Contract, is a price adjustment annually effective applied after the Contract's end date in accordance with the annual Consumer Price Index (CPI), (CPI Index-All Items-Toronto) for a 12 month period, using the most current CPI released month at the time the first option year renewal is being reviewed for processing, conducted by the City for the Deliverables included herein.
- .2 All subsequent option year renewals will be evaluated using the same CPI release month exercised during option year one (1) of the new year being exercised. All terms and conditions of the Contract shall remain the same and continue during the extended Term.
- .3 Exercising any of the four (4) separate potential option year periods is done at the sole discretion of the City.
- .4 The initial Contract shall be for a term of one (1) year. The City, at its sole discretion, may renew the Contract for up to four (4) additional one (1) year periods. The decision to renew the Contract for any option years will be at the sole discretion of the City. All terms and conditions of the Contract shall remain in effect and continue during the optional years(s), with the exception of any price adjustment (award calculations for optional years). The City may take into consideration the following into its decision to exercise any option year:
  - Available budget;
  - The annual price adjustment;
  - Operational needs; and
  - Supplier performance during the contract including, but not limited to, meeting timelines
  - and deliverables.

#### **6. Pricing Form**

The Pricing Form is included within the City Online Procurement System in Part 5.