



Tennis Court Top-Coat Application Request for Proposal

Edenbridge Tennis Club Inc.

ISSUED: May 1, 2023.

CLOSING: June 30, 2023.

Proposals must be received at president@edenbridgetennis.com no later than Friday, June 30th, 2023.

Only complete email submissions will be accepted.

TABLE OF CONTENTS

Timeline..... 4

Terms Of Reference..... 4

1. INTRODUCTION AND PROJECT BACKGROUND 4

2. SCOPE OF WORK 5

Instructions To Respondents..... 6

3. PROPOSAL SUBMISSION FORMAT 6

4. PROPOSAL EVALUATION CRITERIA 7

5. ENQUIRIES, OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA: 7

6. PROPOSAL CLOSING 8

7. PROPOSAL OPENING 8

8. PROPOSAL WITHDRAWAL or RESUBMISSION..... 8

9. PROPOSAL AWARD PROCEDURES..... 9

10. INFORMAL OR UNBALANCED PROPOSALS AND DISCREPANCIES 9

11. ACCEPTANCE OR REJECTION OF PROPOSAL 9

12. REQUIREMENTS AT TIME OF EXECUTION 10

13. GOVERNING LAWS 10

14. VERIFICATION OF INFORMATION 10

15. PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHTS 10

16. HEALTH AND SAFETY..... 10

17. WORKPLACE SAFETY AND INSURANCE BOARD 11

18. INSURANCE 11

19. REGULATION COMPLIANCE AND LEGISLATION 12

20. COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005..... 12

21. CONFIDENTIALITY..... 12

22. INDEMNIFICATION 12

23. CONFLICT OF INTEREST 12

24. CANCELLATION..... 13

25. SUBCONSULTANTS..... 13

26. RESPONDENTS’ EXPENSES 13

27. LEGAL CLAIMS AND DAMAGES 13

28. ACCURACY OF INFORMATION..... 13

29. SOLICITATION..... 13



30. PUBLICITY 14

FORM OF AGREEMENT (DRAFT) 15

1. DEFINITIONS..... 15

2. ENTIRE AGREEMENT 16

3. CANCELLATION..... 16

4. TERMS OF PAYMENT 16

5. HARMONIZED SALES TAX (HST) 16

6. ASSIGNMENT AND SUBCONTRACTING 16

7. COPYRIGHT..... 17

8. FEE FOR PROJECT SERVICES 17

9. INDEMNIFICATION 17

10. WORKPLACE SAFETY AND INSURANCE BOARD 17

11. INSURANCE 17

12. CONFLICT OF INTEREST 18

13. CONFIDENTIALITY..... 18

14. NON-WAIVER 18

15. NO THIRD PARTY RIGHTS 18

16. RECORDS AND AUDIT 19

17. STANDARD FOR PERFORMANCE 19

18. CHANGES AND ALTERATIONS AND ADDITIONAL SERVICES..... 19

19. INDEPENDENT CONTRACTOR..... 19

20. SEVERABILITY 19

21. COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005..... 19

AGREEMENT..... 22

COMPENSATION AND REIMBURSEMENT OF EXPENSES..... 23

VENDOR’S PROPOSAL FOR SERVICES..... 24



TIMELINE

RFP Related Dates:

RFP Issue Date	May 1, 2023.
RFP Closing Date	June 30, 2023.
On-Site Visit Cut-Off	June 16, 2023.
Receipt of Respondent Questions	June 16, 2023.
Response to Respondent Questions	June 21, 2023.
Top Respondent Selection and Consultations	July 14, 2023.
Best Bids and Board Selection	July 31, 2023.
* All times are assumed to be 11:59pm on the date indicated unless otherwise stated.	

Project Related Dates:

City of Toronto Rebuild Project Start	September 18, 2023.
City of Toronto Rebuild Project End	November 2023.
RFP Project Start	March – April 2024.
RFP Project Absolute Cut Off	May 1, 2024.

TERMS OF REFERENCE

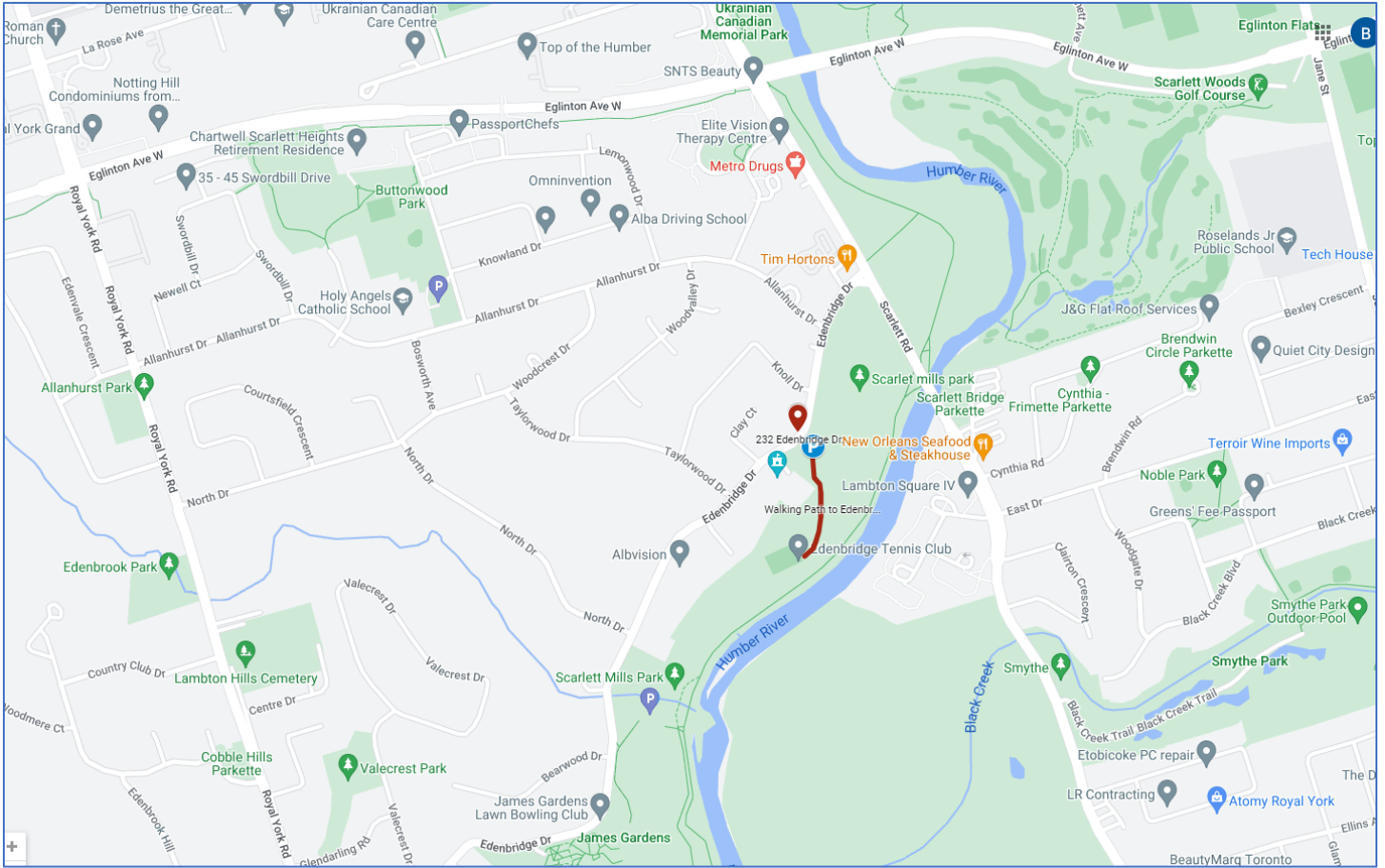
1. INTRODUCTION AND PROJECT BACKGROUND

- 1.1. Edenbridge Tennis Club Inc. (from hereinafter referred to as the Club or Club) is seeking proposals from qualified Contractors to apply top-coat to four (4) tennis courts in James Gardens Park at the Scarlett Mills Tennis Courts.
- 1.2. The Not-For-Profit Corporation operates and maintains the Scarlett Mills courts at James Gardens Park as a local community club under permit from the City of Toronto. The park is located off Edenbridge Dr., in the Etobicoke area of Toronto, Ontario.
- 1.3. The site of the tennis courts is not easily accessible and will require coordination with the City of Toronto and the Club to gain access.



- 1.4. The Edenbridge Tennis Club website (when viewed on a desktop computer) provides aerial footage of the courts and surrounding area.

Site: <https://edenbridgetennis.com/>



The Scarlett Mills Tennis Courts will be completely rebuilt in September of 2023 by the City of Toronto. The city project will include demolition of existing courts, placing of new foundation, lighting, fencing and net post installation. This work is expected to be completed in November of 2023. The Respondent will find a new asphalt base on which their work is to be layered.

- 1.5. The location in where the work is to be performed does not provide water or sewage access. Electricity is available.
- 1.6. The project under RFP is to be slated in the first quarter of 2024 and must be completed before May 1, 2024.

2. SCOPE OF WORK

- 2.1. All preparatory activities that must be completed to prepare the courts for the work required. This includes any on-site preparations as well as obtaining all permits required to complete the job. This will involve liaising with Toronto Parks and Recreation to ensure access to the site.
- 2.2. The Club's expectation is that the layering of the topcoat materials required to meet standards set forth by the City of Toronto and regional tennis bodies.



- 2.3. The proposal will include resurfacing of courts to the fence lines, markings, painting of the surface (color options and related costs to be provided), all necessary lines (accurately locate, mark and paint two inch wide playing lines for tennis; please note tennis lines are to be white). The proposal should also include any and all other items deemed necessary for the project.
- 2.4. It is the responsibility of the Respondent to ensure compliance with all health and safety standards . The Respondent must be able to provide evidence of required certifications and processes related to site health and safety.
- 2.5. It is the responsibility of the Respondent to make recommendations and provide rationale as to the type of surface to be installed (preferably 2-3 options and price points).
- 2.6. It is the responsibility of the successful Respondent to provide all resources and equipment necessary for the execution of all duties under the resultant contract unless otherwise stated.
- 2.7. Proposals will be evaluated on the following elements: lifespan of materials, relevant experience, warranty, annual maintenance requirements, references and other pertinent information.
- 2.8. All court and surrounding area cleaning as well as garbage and waste material removal will be completed by the Respondent at their expense.
- 2.9. Respondents must arrange for a site visit appointment by contacting the club president@edenbridgetennis.com . It is mandatory that each Respondent arrange a site visit so that an accurate proposal will be submitted.

INSTRUCTIONS TO RESPONDENTS

3. PROPOSAL SUBMISSION FORMAT

- 3.1. Proposal Submission: Respondents shall submit one (1) digital copy in Adobe PDF format, marked with the Respondents name, title and the Project and RFP reference number to President of Edenbridge Tennis Club at president@edenbridgetennis.com
- 3.2. Respondents are required to provide a written response for each of the following items. This information shall be submitted with the balance of the required documents provided by the Respondent, however, it is essential that the document format be contained as one distinct section and, that it adheres exactly to the numbering, sequence and topics as those listed below. This will enable the evaluation committee / club board of directors to perform a more effective and efficient review of submissions.
- 3.3. Failure to do so may eliminate the proposal from further consideration.
- 3.4. The Respondent's proposal should be as concise as reasonably possible, and include, at a minimum, a response to each of the following items:
 - 1. Company Overview**
Clearly identify the prime firm submitting the proposal. Identify any other firms that may be involved (sub-contracted) on your behalf and their legal/contractual relationship with the prime firm along with the expertise and respective projected costs of their involvement.
 - 2. Project Manager and Support Staff**
Provide a resume of the Project Manager and Support Staff that would be directly involved in the project, indicating experience, credentials and notable achievements in the area of this work assignment.
Details of any sub-consultants to be employed on the project and the areas they will be responsible for.
 - 3. Experience on Similar Projects**



Respondents shall include at least three (3) references that outline previous similar projects that have been successfully completed by their firm in the past two (2) years. This shall include the client names, contact names and phone numbers. The Club reserves the right to contact these references, where appropriate.

4. Project Understanding and Work Plan

Respondents are to confirm their understanding of the Scope of Work and clearly define how they would go about achieving same, noting the sequence and timing of all project phases.

5. Schedule of Work

Respondents shall indicate when work could commence and approximate length of time to complete the assignment. Meeting dates, other key events and major project deliverables should be clearly identified on the project schedule.

6. Financials

Provide a detailed accounting of the costs associated with the Tennis Court Resurfacing / Reconstruction project. Include all costs, including disbursements and other applicable costs in your Schedule of Fees.

Prices quoted in the proposal shall include excise tax, patent, import duty, foreign exchange, and all other charges. HST must be shown as a separate item.

7. Appendices (If Applicable)

Include any additional information regarding your firm and/or services that could prove beneficial to the evaluation team in assessing the proposal.

4. PROPOSAL EVALUATION CRITERIA

4.1. Proposals will be evaluated based on, but not limited to, the following:

<p>Experience and Qualifications as evidenced by:</p> <ul style="list-style-type: none"> • Company background and history • Managing consultants and sub-consultants experience • Client references (three references) 	25%
<p>Approach to Project and Scope of Work:</p> <ul style="list-style-type: none"> • Ability to complete work on a timely basis and meet deadlines • Recommended product and installation strategy • Expected Lifespan of Installation • Warranty • Innovation and thoughtfulness in work approach 	45%
<p>Best Value to Edenbridge Tennis Club:</p> <ul style="list-style-type: none"> • Overall Budget • Budget Breakdown by Elements 	30%

5. ENQUIRIES, OMISSIONS, DISCREPANCIES, INTERPRETATIONS AND ADDENDA:

- 5.1. All enquiries concerning this RFP including specifications and process are to be directed in writing to the Attention of the President of Edenbridge Tennis Club, president@edenbridgetennis.com by June 16, 2023.
- 5.2. Enquiries shall not be directed to any other employees, contractors and/or club members. **No enquiries will be accepted by telephone.**
- 5.3. A transcript of the questions and answers (Addendum) will be posted on the Edenbridge website <https://edenbridgetennis.com/rfp> on or before June 21, 2023.



- 5.4. The Club shall not be held liable for any errors or omissions in any part of this document. While the Club has used considerable efforts to ensure an accurate representation of information in this document, the information contained herein is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the Club, nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the Respondent from forming their own opinions and conclusions with respect to the matters addressed in this document.
- 5.5. Should a Respondent find omissions or discrepancies in any part of this document or should the Respondent be in doubt as to the meaning of any part of such documents, the Respondent shall notify the designated contact, president@edenbridgetennis.com prior to June 16, 2023. If the designated contact considers that a correction, explanation or interpretation is necessary or desirable an Addendum will be issued and posted on the Edenbridge Tennis Club's website <https://edenbridgetennis.com/rfp>.
- 5.6. Addenda, if required, will be issued and shall hereby form part and parcel of the said Project. Failure to acknowledge the Addendum/Addenda issued will result in a non-compliant submission. All Addenda should be posted on the Edenbridge Tennis Club website on or before June 21, 2023. It is the responsibility of the Respondent to have received all Addenda that have been issued by the Club.
- 5.7. No oral explanation or interpretation will modify any of the requirements or provisions of the Documents.
- 5.8. The Club will assume no responsibility for oral instructions or suggestions.

6. PROPOSAL CLOSING

- 6.1. Proposal submissions must be received by the Club, Attn: President of Edenbridge Tennis Club, president@edenbridgetennis.com on or before June 30, 2023.
- 6.2. Proposals received by the Club later than the specified closing time will be ignored.
- 6.3. The Club is not responsible for submissions that are not properly marked and/or delivered to any location other than the email specified above.
- 6.4. After the closing time and date all proposals received by the Club become the property of the Club.

7. PROPOSAL OPENING

Respondents are advised there will NOT be a public opening for this RFP. Submissions received, by the date and time of the closing, will be opened at a special meeting of the Board of Directors of Edenbridge Tennis Club. The names of the Respondents will be recorded by the Club. Proposals will be reviewed and evaluated at the meeting. The proposals will be evaluated on the basis of the criteria established elsewhere in this document and not necessarily solely on the lowest price.

8. PROPOSAL WITHDRAWAL or RESUBMISSION

- 8.1. A Respondent who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that Respondent.
- 8.2. A Respondent may withdraw or qualify their proposal at any time up to the official closing time by submitting an email originating from the same address as in their proposal to the Club. Such a submission must be received in sufficient time to be marked before the date for closing of proposals. No method other than email (i.e. telephone, physical letter) will be considered valid.
- 8.3. No Respondent may withdraw their proposal for a period of 90 days after the actual date of closing.



9. PROPOSAL AWARD PROCEDURES

- 9.1. The Club will notify the Successful Respondent of the award within thirty-one (31) calendar days of the Proposal Closing.
- 9.2. Notice of Acceptance of Proposal will be by telephone and by written notice.
- 9.3. Immediately after acceptance of the proposal by the Club, the Successful Respondent shall provide the Club with any required documents within ten (10) calendar days of the date of notification of award.
- 9.4. Following receipt of the documents, the Successful Respondent will receive written authority, in the form of a Service Agreement, to proceed with the work. A draft Agreement is attached as Appendix "A".
- 9.5. The Successful Respondent will be required to attend a Project Initiation Meeting with the Club and prepare minutes of the meeting.

10. INFORMAL OR UNBALANCED PROPOSALS AND DISCREPANCIES

- 10.1. All entries shall be clear and legible and made in ink. Entries or changes made in pencil shall, unless otherwise decided by the Club, be declared invalid or informal.
- 10.2. Proposals which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations (unless properly and clearly made and initialed by the Respondent's signing officer), or irregularities of any kind, may be rejected as informal. Alterations may be made providing they are legible and initialed by the Respondents signing officer.
- 10.3. In the event of a discrepancy, the lowest of any amount submitted shall be taken as correct.
- 10.4. Proposals that contain prices which appear to be so adversely unbalanced as likely to affect the interests of the Club may be rejected.

11. ACCEPTANCE OR REJECTION OF PROPOSAL

- 11.1. The acceptance of a proposal will be contingent upon, and not necessarily limited to, an acceptable record of ability, experience, and previous performance.
- 11.2. The Club reserves the right to reject any or all proposals and to waive formalities as the interests of the Club may require without stating reasons therefore.
- 11.3. No proposal shall be accepted from or awarded to any individual, partnership or corporation that may be deemed irresponsible or unreliable to the Club. Notwithstanding and without restricting the generality of the statement immediately above, the Club shall not be required to award and accept a proposal or recall the proposals at a later date:
 - 11.3.1. When only one (1) proposal has been received as a result of the proposal call;
 - 11.3.2. Where the lowest responsive and responsible Respondent's proposal substantially exceeds the estimated cost of the goods or service;
 - 11.3.3. Where the proposal documents do not state a definite, or are based on an unreasonable delivery/work schedule;
 - 11.3.4. When all proposals received fail to comply with the specifications or proposal terms and conditions; or
 - 11.3.5. Where a change in the scope of work or specifications are required.
- 11.4. The Club shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or the non-acceptance by the Club of any proposal or by reason of any delay in the acceptance of a proposal except as provided in the proposal document.



- 11.5. Each proposal shall be open for acceptance by the Club for a period of thirty (30) calendar days following the date of closing.
- 11.6. The acceptance of any proposal will be contingent on approval and authorization to proceed by Edenbridge Tennis Club Board of Directors.

12. REQUIREMENTS AT TIME OF EXECUTION

- 12.1. Subject to an award of the agreement, the Successful Respondent is required to submit the following documentation in a form satisfactory to the Club for execution within fifteen (15) calendar days after being notified to do so in writing:
 - 12.1.1. Insurance Documents;
 - 12.1.2. Clearance Certificate from the Workplace Safety and Insurance Board;
 - 12.1.3. Proof of Adherence to City of Toronto's Fair Wage Laws;
 - 12.1.4. Safety Policies and Procedures and related documentation.
- 12.2. If the Successful Respondent for any reason, defaults or fails in any matter or item referred to under "Requirements at Time of Execution", the Club reserves the right to accept any other proposal submission, advertise for new proposals or carry out the work in any way as the Club may, at its sole discretion, deem best.

13. GOVERNING LAWS

This RFP and any subsequent agreements resulting from this RFP shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

14. VERIFICATION OF INFORMATION

The Club shall have the right to:

- 14.1. Verify any Respondents statement or claim by whatever means the Club deems appropriate, including contacting persons in addition to those offered as references; and/ or
- 14.2. Access the Respondent's premises where any part of the work is to be carried out to confirm Proposal information quality of processes and to obtain assurance of viability; and/or
- 14.3. The Respondent shall co-operate in the verification of information and is deemed to consent to the Club verifying such information.

15. PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHTS

Respondents are reminded to clearly identify in their proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.

16. HEALTH AND SAFETY

The Successful Respondent shall provide the Club, prior to commencement of work, with a written copy of the Health and Safety Policy for their firm along with Health and Safety procedure(s) relevant to the work to be performed where applicable. If the firm does not have written procedures relevant to the work, then the firm will be expected to abide by the City of Toronto's safety procedures in accordance with the Occupational Health and Safety Act (re: duties of employers).



17. WORKPLACE SAFETY AND INSURANCE BOARD

The Successful Respondent shall provide the Club with a copy of the Workplace Safety and Insurance Board's Clearance Certificate (or Independent Operator Certificate, as applicable) indicating the Respondent's good standing with the Board at any time when requested by the Club.

18. INSURANCE

- 18.1. The Successful Respondent at their sole cost and expense shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:
- 18.2. Comprehensive General Liability Insurance including but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, broad form contractual liability, client and contractors' protective, products and completed operations, non-owned automotive liability and contain a cross liability, severability of insured clause in an amount of not less than two-million dollars (\$2,000,000.00) applying to all claims on a per occurrence basis. The policy shall include the City of Toronto and Edenbridge Tennis Club as additionally insured in respect of all operations performed by or on behalf of the Successful Respondent.
- 18.3. Professional Liability (Errors and Omissions) Insurance in the amount of five-hundred thousand dollars (\$500,000) per claim and one-million dollars (\$1,000,000) in aggregate. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the work under this Agreement. Upon completion of the work under this Agreement the policy shall remain in force for twelve (12) months. The insurance shall not have a retroactive date less than prior to the placement of this policy or coinciding with the effective date of this Agreement. If a retroactive date should apply to this policy, confirmation that the retroactive date is not in effect after the commencement of work under this Agreement must be included in the certificate of insurance.
- 18.4. Prior to commencement of any work associated with this Agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Respondent shall promptly provide the Club with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to any work associated with this Agreement.
- 18.5. All policies shall be endorsed to provide 30 days advance notice to the Club of any modification, change, or cancellation.
- 18.6. All policies shall include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the Club.
- 18.7. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario.
- 18.8. If the Successful Respondent fails to maintain insurance as required by the Agreement, the Club shall have the right at their sole discretion to: terminate the Agreement; provide the Successful Respondent with 2 business days to provide confirmation that coverage is in effect; or, provide and maintain such insurance and give evidence to the Successful Respondent and the Successful Respondent shall pay the cost thereof to the Club on demand or the Club may deduct the cost from the amount which is due to or may become due to the Successful Respondent.
- 18.9. All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Respondent.
- 18.10. It is expected by the Club that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under Section 18 have been met.



- 18.11. If applicable and based upon the operations of any sub-contractor, Section 18 shall apply in the same manner to any sub-contractor as it would to the Successful Respondent. Further, it is the Successful Respondent's obligation to ensure that any sub-contractor is aware of these obligations. The Successful Respondent shall provide to the Club confirmation of the sub-contractor's insurance.

19. REGULATION COMPLIANCE AND LEGISLATION

- 19.1. All work provided must be in accordance with all laws and regulations pertaining to the work. The laws of the Province of Ontario shall govern this proposal and any subsequent agreement resulting from this proposal.
- 19.2. The Successful Respondent shall ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

20. COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

The Successful Respondent will ensure that all its employees, agents, volunteers, or others for whom the Successful Respondent is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Successful Respondent will ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Successful Respondent will submit to the Club, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers or others who received such training. The Club reserves the right to require the Successful Respondent to amend its training policies to meet the requirements of the Act and the Regulation.

21. CONFIDENTIALITY

The Successful Respondent shall keep confidential any information provided by the Club or any oral information conveyed to the Successful Respondent by the Club. The Successful Respondent shall not discuss any aspects of the work with anyone other than the Club.

22. INDEMNIFICATION

The Successful Respondent, its officers, agents or employees and if applicable all sub-contractors shall at all times indemnify and save harmless the Club from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the Club in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of this Agreement, provision of services or any operations connected therewith caused by or resulting from the negligent or willful acts or omissions of the Successful Respondent, its officers, agents or employees or if applicable its sub-contractors.

23. CONFLICT OF INTEREST

Respondents must ensure that they are not in a position that may be perceived as a conflict of interest.



24. CANCELLATION

- 24.1. The Club reserves the right to cancel this Request for Proposals at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Respondent as a result of that cancellation.
- 24.2. The Club reserves the right to cancel the Agreement, at its sole and absolute discretion, with 30 days' written notice to the Successful Respondent, and the Successful Respondent will have no rights or claims against the Club. The Successful Respondent will be entitled to be paid for all authorized work and expenses to termination date. Cancellation would not, in any manner whatsoever, limit the Clubs' right to bring action against the Successful Respondent for damages for breach of contract.

25. SUBCONSULTANTS

The Respondent is fully responsible to the Club for the acts and omissions of sub-consultants and/or persons directly or indirectly engaged by the Respondent in respect to this work. Sub-consultants will be required to abide by all the requirements of the proposal document as though the primary Successful Respondent (Insurance, Fair Wage Laws, WSIB, Health and Safety Policy, etc.). The Respondent agrees to bind every sub-consultant by the terms of the proposal documents as far as it is applicable to their work.

26. RESPONDENTS' EXPENSES

Respondents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with individual participants in the Club, if any. If the Club elects to reject all proposals, the Club will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

27. LEGAL CLAIMS AND DAMAGES

- 27.1. The Respondent shall indemnify and hold harmless the Club, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Respondent, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this proposal.
- 27.2. A Respondent, by submitting a proposal, agrees that it will not claim damages, by any means, in respect to any matter relating to the RFP, the bidding and evaluation process or any subsequent procurement process, if any, resulting from the RFP.

28. ACCURACY OF INFORMATION

The Club makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained in or referred to in the proposal.

29. SOLICITATION

If any director, officer, employee, agent or other representative of a Respondent makes any representation or solicitation to any officer or employee of the Club with respect to the proposal, whether before or after the submission of the proposal, the Club shall be entitled to reject the proposal.



30. PUBLICITY

All publicity relating to this project is subject to the approval of the Club and no mention of the project in advertising or articles in any publication will be permitted unless authorized in advance, in writing by the Club. Publicity or advertising implying endorsement of a product by the Club will not be permitted.



Appendix “A”

FORM OF AGREEMENT (DRAFT)

This Agreement made and entered into by and between Edenbridge Tennis Club Inc. (hereinafter called "the Club") and [Fill in]. (hereinafter called "the Vendor")

WHEREAS

The Club and The Vendor have agreed that:

1. The Club has requested proposals for services as detailed in the Request for Proposal 2023-RFP-01 dated May 1, 2023.
2. The Vendor has offered to supply such services and the Club and the Vendor have agreed upon the provision of the services upon the terms and conditions contained in this Agreement.

It is further agreed

1. DEFINITIONS

- 1.1. In this Agreement unless the context otherwise requires:

"Agreement" means this agreement and includes Schedules and any annexes or documents incorporated by reference;

"Vendor" means the person or company so named in the Description of the Parties at the commencement of this document;

"Vendor's Representative" means the person appointed by the Vendor to represent the Vendor for the purposes of this Agreement and so identified in Schedule 1 or such person as may be appointed subsequently by the Vendor and notified to the Club in writing;

"HST" means the Harmonized Sales Tax;

"Project Service" means the services described in Schedule 3 that shall be performed by the Vendor in accordance with this Agreement;

"Club" is referred to as Edenbridge Tennis Club.

"Consultant(s)" is referred to as the successful Respondent.

"Respondent" is referred to as the entity submitting a proposal.

"Work" means and includes anything and everything required to be done for the fulfillment and completion of this agreement.

"Member" means an individual associated with the Club.

- 1.2. A recital, schedule, annex or a description of the parties forms part of this Agreement.



- 1.3. In this Agreement unless a contrary intention appears, words imparting a gender include any other gender and words in the singular includes the plural and vice versa.
- 1.4. Clause headings in this Agreement are for the convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.
- 1.5. This Agreement shall be governed by the Laws of the Province of Ontario.

2. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Club and the Vendor in relation to the Project Services and any previous correspondence is expressly excluded.

3. CANCELLATION

The Club reserves the right to immediately terminate the Agreement at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc. or if the original terms and conditions are changed significantly.

If the successful Respondent should neglect to execute the work properly or fail to perform any provision of this Award, the Club, after three (3) business days and written notice to the successful Respondent, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Respondent.

Failure to maintain the required documentation (insurance, WSIB, etc.) during the term of this Agreement may result in suspension of the work activities and/or cancellation of the Agreement.

4. TERMS OF PAYMENT

Payment will be made on a milestone basis in accordance with the compensation and expenses detailed in Schedule 2, the Project Services in Schedule 3 and this Agreement. A ten (10) percent penalty will be deducted from the overall value of this Agreement for each milestone not delivered in accordance to the schedule outlined in Schedule 3.

No payment shall be made in advance of work performed, except as specified in this Agreement.

The Club's representative, prior to payment, shall certify all invoices for payment. No invoice shall be certified for payment unless the Project Services for which payment is sought has been satisfactorily completed in accordance with this Agreement.

The Club will pay invoices that have been certified, within 30 days of receipt of the invoice.

5. HARMONIZED SALES TAX (HST)

If HST is applicable to any parts, materials, etc. used in the work of this contract, the HST amount is to be included separately on invoice by the Vendor.

6. ASSIGNMENT AND SUBCONTRACTING

The Vendor may not assign or subcontract this Agreement, or any portion thereof without the prior consent in writing of the Club. Subcontracting agreements made by the Vendor will not release the Vendor from any obligation



to the Club with respect to the performance of the Services. A written statement from an officer of the proposed subcontractor(s) must be provided, indicating a willingness to comply with the terms and conditions proposed by the Vendor.

7. COPYRIGHT

The Club shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material deliverable under this Agreement. The Vendor warrants that all creators of copyrightable material delivered under this Agreement, upon full payment identified in Schedule 2, to the Club are at the time of the material's creation, bona fide employees or subcontractors of the Vendor, and that such creation is within the course and scope of the creator's employment.

8. FEE FOR PROJECT SERVICES

The Club will pay the project fees to the Vendor as specified in Schedule 2 for the Project Services completed on a monthly basis.

9. INDEMNIFICATION

The Vendor, its officers, agents or employees and if applicable all sub-contractors shall at all times indemnify and save harmless the Club from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the Club in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of this Agreement, provision of services or any operations connected therewith caused by or resulting from the negligent or wilful acts or omissions of the Vendor, its officers, agents or employees or if applicable its sub-contractors.

10. WORKPLACE SAFETY AND INSURANCE BOARD

The Vendor shall provide the Member with a copy of the Workplace Safety and Insurance Board's Clearance Certificate (or Independent Operator Certificate, as applicable) indicating the Consultant's good standing with the Board at any time when requested by the Club.

11. INSURANCE

The Vendor at his sole cost and expense shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

- 11.1. Comprehensive General Liability Insurance including but not limited to bodily injury including death, personal injury, property damage including loss of use thereof, broad form contractual liability, Clubs and contractors' protective, products and completed operations, non-owned automotive liability and contain a cross liability, severability of insured clause in an amount of not less than three-million dollars (\$3,000,000.00) applying to all claims on a per occurrence basis. The policy shall include the Club as additionally insured in respect of all operations performed by or on behalf of the Vendor.
- 11.2. Professional Liability (Errors and Omissions) Insurance in the amount of five-hundred thousand dollars (\$500,000) per claim and one-million dollars (\$1,000,000) in aggregate. Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the work under this Agreement. Upon completion of the work under this Agreement the policy shall remain in force for twelve (12) months. The insurance shall not have a retroactive date less than prior to the placement of this policy or coinciding



with the effective date of this Agreement. If a retroactive date should apply to this policy, confirmation that the retroactive date is not in effect after the commencement of work under this Agreement must be included in the certificate of insurance.

- 11.3. Prior to commencement of any work associated with this Agreement and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Vendor shall promptly provide the Club with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to any work associated with this Agreement.
- 11.4. All policies shall be endorsed to provide 30 days' advance notice to the Club of any modification, change, or cancellation.
- 11.5. All policies shall include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the Club.
- 11.6. All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario.
- 11.7. If the Vendor fails to maintain insurance as required by the Agreement, the Club shall have the right at their sole discretion to: terminate the agreement; provide the Vendor with 2 business days to provide confirmation that coverage is in effect; or, provide and maintain such insurance and give evidence to the Vendor and the Vendor shall pay the cost thereof to Club on demand or the Club may deduct the cost from the amount which is due to or may become due to the Vendor.
- 11.8. All applicable deductibles under the above required insurance policies are at the sole expense of the Vendor.
- 11.9. It is expected by the Club that the Certificate(s) of Insurance will provide confirmation that all insurance requirements as stated under Section 11.0 have been met.
- 11.10. If applicable and based upon the operations of the sub-contractor, Section 11.0 shall apply in the same manner to any sub-contractor as it would to the Vendor. Further, it is the Vendor's obligation to ensure that any sub-contractor is aware of these obligations. The Vendor shall provide to the Club confirmation of the sub-contractor's insurance.

12. CONFLICT OF INTEREST

Vendors must ensure that they are not in a position that may be perceived as a conflict of interest.

13. CONFIDENTIALITY

The Vendor shall keep confidential any information provided by the Club or any oral information conveyed to the Vendor by the Club. The Vendor shall not discuss any aspects or results of the study with anyone other than the Club.

14. NON-WAIVER

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or any subsequent breach of the same or similar term or condition.

15. NO THIRD PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.



16. RECORDS AND AUDIT

- 16.1. In order to provide data for the calculation of fees on a time basis, the Vendor shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project.
- 16.2. The Vendor, when requested by the Club, shall provide copies of receipts with respect to any disbursement for which the Vendor claims payment under this Agreement.

17. STANDARD FOR PERFORMANCE

The parties acknowledge that the Club, in selecting the Vendor to perform the services hereunder, is relying upon the Vendor's reputation for excellence in the performance of the services required hereunder. The Vendor shall perform the services in accordance with the standard of care customarily observed by professional consulting firms performing similar services at the same time and location. The standard of care will include adherence to all applicable published standards of the profession and laws. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement by the parties. The Vendor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein.

18. CHANGES AND ALTERATIONS AND ADDITIONAL SERVICES

Changes to this Agreement will only be made by agreement in writing by both Parties. With the consent of the Vendor, the Club may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement. When additional work is requested, the Vendor shall submit a schedule and price for completing the additional Services within 10 working days. The Vendor will not commence the additional Services until the Club secures all necessary approvals for amending the Agreement and advises the Vendor in writing.

19. INDEPENDENT CONTRACTOR

The services defined in this Agreement will be performed by the Vendor as an Independent Contractor at arm's length from, and not as an employee of the Club.

20. SEVERABILITY

If any provision of the Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

21. COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

The Consultant will ensure that all its employees, agents, volunteers, or others for whom the Consultant is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Consultant will ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Consultant will submit to the Member, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was



provided and a list of the employees, agents volunteers or others who received such training. The Member reserves the right to require the Consultant to amend its training policies to meet the requirements of the Act and the Regulation



I/We, the Undersigned, having examined the Scope of Work, Project Requirements, Evaluation Criteria, Draft Agreement and Form of Proposal, do hereby offer to enter into an Agreement with The Corporation of the Edenbridge Tennis Club of Toronto, Ontario to provide services to resurface / reconstruct tennis courts at James Gardens Tennis Club on Scarlett Mills Courts within the City of Toronto, Ontario.

Signed this _____ day of _____ 2023 at _____

EDENBRIDGE TENNIS CLUB

Boris Fucic, President

THE VENDOR *(name will be inserted)*

Authorized Signing Authority

I/We have the authority to bind the Vendor



SCHEDULE 1

AGREEMENT

1. VENDOR NAME AND ADDRESS

2. TERM OF AGREEMENT

The Vendor and/or Vendor and Subcontractors will complete this project and make the project available to the Club prior to *(an agreed upon date will be inserted)*.

3. PROJECT SERVICES

The scope of services is described in the Vendor's proposal (date of proposal to be inserted), enclosed in Schedule 3 of this agreement.



SCHEDULE 2

COMPENSATION AND REIMBURSEMENT OF EXPENSES

The Club will pay the following to the Vendor for professional services performed in the development of this project based on Net 30 days.

TOTAL AMOUNT TO BE PAID UNDER THIS AGREEMENT: \$ (amount to be inserted) plus HST.

The above total price includes all disbursements including any shipping or courier charges. Any increase in the fees above will require prior approval by the Club.



SCHEDULE 3

VENDOR'S PROPOSAL FOR SERVICES

(proposal to be inserted)

