



REQUEST FOR PROPOSAL (RFP)

LIGHTING RETROFIT PROJECT

February 2016

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YMCA of Greater Toronto

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- **Appendix C - YMCA of Greater Toronto – Privacy Terms & Conditions**
- **Attachment A – Pricing_Bid Forms – MS Excel file** – use these forms to offer your pricing proposal.
- **Attachment B – YMCA Property Information – MS Excel file** – details on the properties coming under the scope of this RFP.
- **Attachment C – H&F Lighting Levels & Load Review - .pdf document** – specifics on the illumination levels and lighting loads for the 416 and 905 owned Health & Fitness centers.
- **Attachment D – Lighting Fixture_Retrokits_Lighting Control Specs - .pdf document** – outlines the types of YMCA preferred lighting fixtures, retrokits and lighting controls.
- **Attachment E – Warranty_Installation_Commissioning Requirements - .pdf document** – details on the warranty, installation and commissioning requirements.



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- **Attachment F – Bulb Pricing - .pdf document – bulb pricing from the winning vendor of the January 2016 Bulb RFP. This is the pricing and products to be used in this initiative.**



1 Request for Proposal (RFP)

The YMCA of Greater Toronto (YMCA) invites your company to respond to this RFP. The focus of this RFP is to obtain proposals from qualified proponents for the electrical lighting retrofit and energy efficiency lighting improvements and related lighting equipment supplies and control products required by the YMCAs of Greater Toronto for its portfolio of buildings within the GTA and outlying areas.

This RFP is specifically for the YMCA of Greater Toronto; however, please note that as a Federation of Associations in Canada, YMCAs may, at their discretion, choose to share outcomes and deliverables within the Federation.

2 Introduction to the YMCA of Greater Toronto & its Environmental Goals

The YMCA of Greater Toronto is one of the largest and most active charitable organizations in the GTA, offering over 60 different programs from more than 275 sites spread throughout the GTA. The organization has been in operation for over 150 years and 500,000 people currently benefit directly from YMCA programs.

The YMCA serves people of all ages, backgrounds, and abilities, through all stages of life. The organization is dedicated to helping people attain good health through a healthy lifestyle, and encouraging them to get involved in making their community a better place for everyone. The YMCA provides values-based programs and services that teach the importance of caring, honesty, respect, responsibility, and inclusiveness. It is a place where friendships are formed and family ties are strengthened. A YMCA is a centre of community where people meet and discover common needs or interests. To reach as many people as it can, the YMCA offers financial assistance to over 37,000 people who would otherwise be unable to afford its programs.

The YMCA is active in the community in many ways, offering the following programs and services:

- School age child care centres;
- Preschool child care centres;
- Summer camp sites;
- Early years family centres;
- Employment centres;
- Youth and community outreach sites;
- Health and fitness centres;
- Newcomer centres;
- Outdoor education centre;
- Resident camp; and
- High school program

The YMCA is embarking on an exciting and important journey over the next decade. Our Vision is that our communities will be home to the healthiest children, teens, and young adults. Our 2010-2020 strategic plan - ***Strong Start, Great Future*** - calls upon our Association to invest in young people across their life stages so they can help deliver our vision. This community health strategy includes a significant role for adults and older adults.



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YMCA annual revenues are \$178 million and the YMCA employs 1,300 full-time staff, 2000 part-time staff and more than 3,400 volunteers.

Additional information about the YMCA of Greater Toronto, including the latest annual report, can be referenced at www.ymcagta.org. Information regarding other Canadian associations can be found at www.ymca.ca.

Sustainably Green Goals

As the YMCA strives to be home to the healthiest children, teens and young adults, we feel the impact we leave on the planet needs to be constantly monitored and improved upon. We seek to improve our energy consumption habits and reduce our overall environmental footprint. As one of the largest charities in Canada, we have adopted the “lead by example” approach - do it in a way that others in our communities can learn from and apply to their own situations. This drive for change is a necessary step to improving our overall impact on our environment, and society at large. The YMCA has a proven track record of successfully reducing our environmental footprint. We strive to develop a strategy and model processes that other charities and not-for-profits can use to further their missions while improve the health of their communities.

Our Environmental Goals are set for 2020; the YMCA will reduce greenhouse gas emissions by 33% from both on-site stationary sources (Scope 1) and purchased electricity (Scope 2). As part of this plan, the YMCA will consume 27% less water and improve our land uses across 15% of our owned acreage. The work outlined in this proposal will help us achieve these goals.

3 Overview of the YMCA of Greater Toronto’s Lighting Retrofit Initiative

The purpose of this RFP is to obtain proposals for energy efficiency lighting improvements and related lighting equipment and control product supplies, and is the second step in the YMCA of Greater Toronto’s series of lighting retrofit initiatives.

The first step was undertaken in January of 2016 and took the form of an RFQ for lighting supplies. The selected vendor was **XXXX**; their proposal contains the pricing for the various bulbs and fixtures to be used in these initiatives and is included as **“Attachment F – Bulb Pricing.pdf”**



4 Project Requirements

Under the scope of this RFP, the respondents will be asked to:

1. Provide lighting and lighting control solutions throughout the YMCA of Greater Toronto's portfolio of buildings that will help the YMCA better manage its lighting usage. Solutions will be provided in three phases of installation, as well as on per unit basis to support ongoing work across the portfolio. Please refer to the attached MS Excel spreadsheet "**Attachment B – YMCA Property Information.xlsx**" for a complete listing of the buildings mentioned below along with details of their existing fixtures.
 - a. Phase 1: 416 Owned Locations (6 Locations)
 - b. Phase 2: 905 Owned Locations (4 Locations)
 - c. Phase 3: Leased locations (+/- 300 Locations)
2. Separate costing to allow for some degree of sensitivity testing. We recognize that there will be situations where lighting control will be cost-prohibitive, and we are seeking a partner to help us develop a reasonable lighting control strategy.
3. Ensure delivery and installation of products at the appropriate location, at the scheduled times, and within acceptable lead times as agreed between YMCA and the selected Vendor
4. Provide after-market support of the product, including working with YMCA staff or project contractors to address any problems or material deficiencies that arise during installation and commissioning
5. Provide replacement products for damaged components
6. Provide warranty support for products sold, including replacement parts
7. For Phases 1 and 2, provide the installation services inclusive of permits, grant applications, site safety, coordination, and project management of multi-site installation.
8. For Phase 3, incorporate the delivery of the IESO funded Small Business Lighting Program (SBL) fixtures and installations, in coordination with the LDC, inclusive of coordination, grant applications, site safety, permits and project management of multi-site installations.

5 Scope of Work

The scope of work is broken down into two stages:

Stage 1 - Bulb Replacement

The initial stage of work is envisioned to be a bulb replacement program across the sites contained within each phase of work. Bulb replacements will reuse existing fixtures.

- For Phases 1 and 2 ("416" and "905" owned locations), this work can happen during typical working hours in a coordinated fashion while moving throughout the building, with the exception of shower and wet areas in all changerooms, the entire women's changerooms and the pool areas.
- For Phase 3, this work will need to be completed after hours during the week or on weekends. As part of the proposal, the anticipated kW-hr reductions should be defined by building area and site.



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Stage 2 - Lighting Retrofit by Building Area

For Phases 1 and 2, we are seeking recommendation from the Respondent to identify energy efficient improvements throughout the buildings. We anticipate this to include replacement of lighting fixtures, lighting control, and electrical supply reconfiguration. These should be identified as a series of lighting retrofit projects, organized by building space (e.g. Pool Lighting Retrofit, Exterior Lighting Retrofit, Change Room Lighting Retrofit, etc.). A separate bid form should be prepared for each site that contains multiple lighting/lighting control retrofit projects following the bid form, and supplemented with a descriptive explanation of the retrofit. Please use the attached MS Excel spreadsheet titled ***“Attachment A – Pricing_Bid Forms.xlsx”*** to capture the costing as it relates to the work described in your proposal.

For Phase 3, the Respondent will prepare a Proposal that separates the Small Business Lighting Program (SBL), coordinated with the LDC, from the additional work that will require the YMCA to fund. It is anticipated that the majority of the work will be light bulb replacement and we have allowed for this stage of work to be done as a table top exercise based on the square footage with and assumption that all fixtures are filled with fluorescent T8, 32 Watts. Site information is provided in the attached MS Excel spreadsheet ***“Attachment B – YMCA Property Information.xlsx”***.

Once selected, the Vendor will have 60 days to confirm this information and update their proposal with final costing that will be reviewed and subject to final approval by the YMCA. Projects will be approved on a per site basis and may include only the SBL portion, or the complete install. The intention of the YMCA is to do the entire site, but final decisions will depend on the outcome of landlord conversations.

Additional Contractor/Vendors Responsibilities

- Site safety is the responsibility of the contractor during the installation process. Site access and phasing of work within the spaces will be coordinated with the YMCA, but the contractor will remain the constructor and bear the sole responsibility of the construction and related safety implications.
- Proper recycling of the bulbs is the responsibility of the Vendor. All costs associated with proper recycling are to be included in the fee, inclusive of documentation that records the location, time and quantity of materials recycled.

6 Documents Included with this RFP

In order to offer the most comprehensive proposal, please make sure you have the following attachments as they are essential components of this RFP:

- **Attachment A – Pricing_Bid Forms** – MS Excel file – use these forms to offer your pricing proposal.
- **Attachment B – YMCA Property Information** – MS Excel file – details on the YMCA owned and leased properties coming under the scope of this RFP.
- **Attachment C – H&F Lighting Levels & Load Review** - .pdf document – specifics on the illumination levels and lighting loads for the 416 and 905 owned Health & Fitness centers.
- **Attachment D – Lighting Fixture_Retrofits_Lighting Control Specs** - .pdf document – outlines the types of YMCA preferred lighting fixtures, retrofits and lighting controls.
- **Attachment E – Warranty_Installation_Commissioning Requirements** - .pdf document – details on the warranty, installation and commissioning requirements.



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- **Attachment F – Bulb Pricing** - .pdf document – bulb pricing from the winning vendor of the January 2016 Bulb RFP. This is the pricing and products to be used in this initiative.

7 Selection Criteria

The YMCA will use multiple criteria to select the most appropriate partner. Respondents are encouraged to be as aggressive and creative as possible in their proposals.

Lowest cost will not be the sole criteria against which proposals will be evaluated. In consideration of all the key objectives described in this document, the evaluation of proposals will be based on a set of criteria that include, in no particular priority:

- Perceived fit with and understanding of our objectives, the YMCA, and the charitable sector
- Quality and amount of experience with this type of initiative
- Perceived quality of tools, systems, team and approach and the ability to meet the YMCA needs
- Total service and product cost
- Quality and relevance of references
- Overall quality of the proposal

** Note that the YMCA is not obligated to enter into an agreement with any organization as a result of this RFP process.*

8 Response Contents and Format

Please complete all sections of the RFP. If additional material is required for one or more questions, please label attachments clearly and reference them in your response. Your response to this RFP will serve as a basis for the YMCA's consideration of your potential as a partner.

9 Information Requirements

For the purposes of understanding more about your company and your ability to successfully complete this important YMCA initiative, please provide the information below as part of your response, clearly referencing each specific question in your response.

9.1 Company Information

Please provide a profile of your company. To the greatest extent possible, please ensure to include at least the following items:

- Head office address
- RFP contact name and contact information (phone and email)
- Corporate structure (ie. franchised vs. corporate vs. individually owned)
- Number of years in business
- Listing of any services previously provided to the YMCA of Greater Toronto, other YMCAs, or other charities;
- Description of services provided and geographical regions serviced
- Description of service workforce, including number, certifications, years of service, professional designations, awards, etc;
- Account structure – will there be one or many points of contact
- Reporting capabilities



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Please feel free to provide any other relevant information to describe your organization, including environmental policies, service guarantees and commitments, etc.

9.2 Proposed Approach

1. Please provide a description of how you would approach this project, including preparation, implementation and project management. Who will be out primary point of contact? How will the project be managed? What tools will you use to assist in the project management?
2. Please provide a sample workplan or schedule based on your proposed approach. What are some of the key drivers of the project schedule?
3. Please identify the requirements of the YMCA during the work. What do you need from us?

9.3 Product and Pricing Proposal

Please use ***“Appendix A – Pricing_Bid Forms.pdf”*** to offer your pricing proposal and note that there are four tabs: *“Pricing”*, *“APP 3.1 – Phase 1 & 2 Bid Form”*, *“APP A.2 – Phase 3 Bid Form”*, and *“APP A.3 – Fixtures Bid Form”*. The *“Pricing”* tab contains additional pricing instructions. Please complete all tabs to the best of your ability.

- All pricing information should be provided in Canadian dollars, excluding taxes. All applicable fees and charges, both up-front and ongoing, must be identified.
- Your fee must be all-inclusive, and show the material costs separate from the installation costs for each project per site. YMCA of Greater Toronto will not pay any expenses as a result of this contract.
- Invoice terms to be determined. Respondents are advised that it is not YMCA of Greater Toronto’s practice to pay for goods or services prior to goods or services being provided. Final invoice balance will not be paid until all work has been completed to YMCA of Greater Toronto’s satisfaction.
- For work that requires demolition and replacement of finishes, separate costs should be identified for this work to allow the YMCA to consider the benefit of using its own forces, or existing facility vendor
- How, if at all, will the YMCA’s pricing be affected by its not-for-profit/charity status?

9.4 References

Please provide 2-3 examples similar to this initiative. Examples should include the name and contact information of the customer. Previous experience in assisting non-profit sector clients should be outlined. ***You will be notified before we contact any referenced organizations.***

10 Response Content and Format

Please complete all sections of the RFP. Your response to this RFP will serve as a basis for the YMCA’s consideration of your potential as a partner.



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In addition to responding to this RFP as described herein, you may also provide alternative strategies and/or solutions that meet the requirements of this document. In this case, your submission will be evaluated in the same manner as described herein unless you are otherwise notified by the YMCA.

11 Term of the Agreement

The anticipated length of the agreement with the selected vendor(s) **will be 3 years commencing** on the effective date of the agreement. It is further anticipated that the agreement will be renewable at the end of the initial term for a successive 1 year term at the sole discretion of the YMCA of Greater Toronto.

12 Communications and Response Information

David Rourke is the YMCA representative for this initiative. For any information relative to this RFP, please direct all inquiries to Paul at paul.standford@ymcagta.org

13 Notification of Intent to Respond

Please indicate your intention to respond, by email only, to the above email address by date indicated in the Key Dates table below. In addition, please provide the contact details of the individual responsible for coordinating your RFP response.

14 Clarification Questions

Please submit any clarification questions by email to the address above by the deadline indicated in the table below. Answers will be provided to all respondents.

15 Response Delivery Instructions

Please submit an electronic copy of your quotation to the email address indicated in the Communications and Response Information section above. All responses must be received on or before the time and date indicated in the Key Dates table below.

16 Site Visits

Site visits will be mandatory for this process. Details will be provided to participating vendors.

17 Key Dates of the RFP Process

Milestone	Date (2016)
Intent to Respond Due	Feb 19, 1pm
Site Visits	Week of Feb 2nd
Questions Due	Feb 26, 1pm
Proposals Due	March 8, 1pm
Vendor Meetings (if required)	Week of March 14
Partner Selected, Work Begins	End of March/Early April

Note that the YMCA reserves the right to change or cancel this schedule at any time.



18 Standard YMCA RFP Terms and Conditions

This RFP process will be subject to the terms and conditions presented in **Appendix A - YMCA of Greater Toronto – General Terms and Conditions for the RFP Process.**



**APPENDIX A – YMCA of Greater Toronto
General Terms and Conditions for the RFP Process**

The evaluation and selection process will be subject to the following terms and conditions:

1. The submission of a quotation shall not in any manner oblige the YMCA of Greater Toronto to enter into a contract or to be responsible for the costs incurred by your organization in responding to this request.
2. All proposals will become the property of the YMCA of Greater Toronto.
3. Once all proposals are received they will be considered by the YMCA of Greater Toronto and it is anticipated that a vendor partner(s) will be selected, whom the YMCA will then consider a preferred vendor(s). The selection of the vendor(s) will be at the sole discretion of the YMCA of Greater Toronto. The YMCA reserves the right to retain more than one vendor for the various products / services contemplated by this Request for Proposal and to retain vendors other than those to whom the Request has been sent.
4. Evaluation of vendor submissions will include a weighted scoring of qualitative criteria as outlined in the RFP document, as well as an evaluation of the financial aspects of the submissions. In the event of a tie score the YMCA evaluation team will consider all available information, both tangible and intangible, and including but not limited to the information contained in the submissions, to arrive at a tiebreaking decision. In the event of a tie, proposals that have been scored higher in the highest ranked criteria will be selected. If there is still a tie, a winning quotation will be selected through consensus vote by the selection team.
5. Any vendor submissions that do not meet mandatory criteria will be disqualified.
6. For the successful vendor(s), any or all answers and information contained within your quotation shall become part of the final agreement between your company and the YMCA of Greater Toronto.
7. Conflict of Interest: By submitting a quotation for this program, the vendor certifies that no known conflict of interest exists between the vendor, the YMCA of Greater Toronto, or any related party with respect to the work described herein.
8. Agreement of Non-Disclosure: This document is considered to be proprietary and shall not be disclosed to any other party. It is designed, developed and submitted to potential partners of The YMCA of Greater Toronto solely for the benefit of the YMCA of Greater Toronto, along with our strategic partners.
9. Bid Rigging: The respondent certifies that any submitted quotation has been arrived at independently from that of any other bidder. Furthermore, the prices in the quotation have not been knowingly disclosed by the YMCA of Greater Toronto, and will not knowingly be disclosed by the respondent prior to or after the awarding of any preferred relationship, directly or indirectly to any other bidder or competitor.



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10. Responsibilities: The YMCA of Greater Toronto shall not bear any liability whatsoever regarding any costs or other burdens your company may incur during the preparation, submission, and review of this RFP response.
11. Bid Dispute Resolution: The bid dispute resolution process is intended to ensure that any dispute is handled in an ethical, fair, reasonable, and timely fashion; and complies with bid protest or dispute resolution procedures set out in the applicable trade agreements.

Where a vendor wishes to dispute the outcome of a bid, subsequent to a debriefing with the Procurement department, the aggrieved party is to file their bid protest with the YMCA representative for the RFP process within 15 business days of the debriefing meeting. The aggrieved party's filing should include:

- The name and address of the supplier
- Identification of the contract or bid solicitation being protested
- Detailed and factual statement of the grounds for protest
- Supporting documentation
- Desired relief, action or ruling

The YMCA representative will respond to the aggrieved party 10 business days of receiving the bid protest notice. If a resolution cannot be achieved, the aggrieved party must contact the Chief Financial Officer and copy the YMCA representative within 10 business days of receiving the first response from the YMCA representative. The Chief Financial Officer will respond to the aggrieved party with a final decision within 10 business days of receiving the second bid protest notice.

12. Any ensuing agreement(s) with the successful proponent will be subject to the YMCA of Greater Toronto - Standard Contract Terms and Conditions (see Appendix B).
13. The YMCA of Greater Toronto reserves the right to engage or maintain vendors outside of the preferred vendor relationship. However, the preferred vendor will be centrally endorsed and supported by the YMCA team.
14. Work proposed to be performed under this RFP or under the vendor's quotation by the vendor or its employees shall not be subcontracted without prior written approval of the YMCA of Greater Toronto. Acceptance of a vendor's quotation shall include any sub-vendor(s) specified therein.
15. The YMCA of Greater Toronto makes no guarantee of future volumes and offers volume information for directional purposes only to assist suppliers with quotation preparation.
16. The applicant shall not use the award of a contract as part of any news release or commercial advertising without the YMCA of Greater Toronto's prior written consent.
17. It is the YMCA of Greater Toronto's expectation that pricing information submitted by all suppliers shall remain in effect for a minimum of 120 calendar days from the date of the last submission or, in the case of any supplier(s) with whom the YMCA wishes to conclude an agreement (if any), until a preferred vendor agreement has been executed.



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18. Pricing submitted shall be itemized to the greatest detail possible and shall be inclusive of all program services. The basis for program costing and expense management shall be clearly outlined.
19. In the interest of a fair and equitable review process, all correspondence regarding contract proposals, terms and conditions of the contract and/or submissions for contract proposals shall be made as instructed within this document. No copies or duplicate submissions shall be made to any other party. At the discretion and request of the YMCA of Greater Toronto, all submissions and correspondence may be reviewed by other parties who are employed by the YMCA or who are contracted as agents of the YMCA. It is recommended that all submissions follow the format of this Request for Proposal. This will help serve as a consistent guideline for the review process. If additional services or conditions are being offered by the respondent, they should be duly noted and highlighted. If standards or aspects of service can be proven to exceed those being requested, this too should be duly noted, justified and highlighted.
20. All aspects of this RFP must be responded to in all quotation submissions. It may not be necessary to initially comply with each and every aspect and it may be acceptable to indicate that certain aspects or criteria contained in this document are not acceptable to the respondent. If that is the case, however, it must be so indicated in your quotation. It is the right of the respondent to enhance or expand this document if your service exceeds the service being requested. That too, must be indicated in your submissions.
21. At no time shall anyone be contacted at any YMCA location in regards to this RFP other than the above listed contact person.



**APPENDIX B – YMCA of Greater Toronto
Standard Contract Terms and Conditions**

1. Scope of Agreement

This Agreement sets forth the Terms and Conditions under which the YMCA may, from time to time, purchase products and/or services from the Vendor as more fully described in an appending schedule.

2. Non-Exclusivity

This Agreement is non-exclusive and the Vendor acknowledges that the YMCA may, in its sole discretion, enter into an Agreement with others, or purchase from others, the same or similar goods and/or services during the term of this Agreement.

3. Request for Services and Deliverables

The purchase of products and/or services herein may be conducted by phone, fax or e-mail from authorized YMCA personnel. The Vendor shall request and record the name, title, telephone number and address of the YMCA person or persons requesting products and/or services. The Vendor agrees that all requests for services herein, shall be acknowledged and responded to verbally within 24 hours; and products and/or services delivered and completed no more than seven (7) working days after the initial request for such services.

4. Most Favoured Customer

Vendor warrants that the prices, and other fees charged by Vendor hereunder, shall be at least as low as those charged to the most favoured customer of the Vendor for similar products and/or services of comparable quality and quantity. An officer of the Vendor shall confirm compliance with this section in writing if so requested by the YMCA.

5. Invoicing

In all cases the Vendor shall submit invoice(s) in a timely matter, for work deemed complete and satisfactory by the YMCA. Each invoice shall include the following information:

- Date of invoice
- Unique invoice number
- Vendor Logo, address and other contact information related to the Vendor
- Value of work performed or supplies delivered
- A detailed breakdown of the goods or services provided
- Provincial taxes if any and Federal taxes if any (where Federal Goods and Services taxes are applied the Registration number of the Vendor must also appear)
- The name and title of the requestor
- Date of request
- Location (with address information)
- YMCA GL account, if applicable
- Reference to this Agreement

The Vendor shall issue the invoice(s) only to the YMCA location(s) that ordered the products and/or services unless otherwise directed by the YMCA.

6. Terms of Payment



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Terms of Payment shall be NET 30 days upon receipt of invoice(s).

7. Confidentiality and Privacy

Each of the parties to this Agreement undertakes and agrees to keep fully confidential all of the terms of this Agreement (including the Schedules hereto) in addition to any other information of a confidential nature it may obtain access to in relation to the other party's business and agrees not to disclose such information to anyone other than to certain of its employees on a need to know basis only, provided such employees are bound by confidentiality obligations by virtue of their employment with such party. The foregoing obligations of confidentiality shall apply for the duration of the Agreement, including any extension thereof, and shall be binding on the parties thereto, including their successors and assigns. The obligations of confidentiality hereunder do not apply when any term of the Agreement is required to be disclosed pursuant to an order of a court or regulatory authority of competent jurisdiction, provided the party disclosing such information first gives the other party notice of such order or requirement.

8. Performance Metrics

The Parties agree to meet on a regular basis, but no less than twice annually for the purpose of reviewing the relationship, issues of mutual interest, and more specifically the performance measures as described in the Scope of Agreement, defined in clause 1. The Vendor agrees to track and report these measures and any significant issues arising between the Parties to the YMCA on a quarterly basis and Vendor shall use best efforts to rectify any complaints or significant outstanding issues immediately. Failure to meet such measures may constitute a material breach of Agreement as determined by the YMCA.

9. Tracking and Reporting

The Vendor agrees to track and record all data and other financial information that transpires between the parties. All such information shall be provided to the YMCA in soft copy (excel format), on a quarterly basis, or at such other intervals as the parties may determine. The information shall include, but is not necessarily limited to the following- Monthly and Cumulative Year to date totals:

- Value of products and/or services provided
- Description and dates of products and/or services provided
- Locations where products and/or services were provided.
- Related Purchase Order number and dates.
- Item and Total costs
- Total Labour (if applicable)
- Transaction date
- Ship to location
- Invoice number and date (if applicable)

10. Audits and Records

Wherever applicable and upon request, the Vendor must make available invoices, receipts, cancelled cheques, vouchers, supporting documents, books and records to the YMCA or any of its funders representatives for inspection and audit in respect of this Agreement.

11. Indemnity



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The Vendor shall indemnify and save harmless the YMCA, its agents, and employees from and against all claims, demands, costs, damages, actions, suits, or losses (including legal fees) whatsoever and howsoever caused with respect to bodily injury or death or property damage, including loss of use, arising out of or in consequence of performance of this Agreement (excluding only acts of negligence or willful misconduct by the YMCA, its agents or employees). This Indemnification shall survive the termination of this Agreement.

12. Limitation of Liability

Except as may be provided in clause 11 (Indemnity) above, the Vendor shall not be liable for any indirect, special, incidental, consequential damages or loss of revenue or loss of profits, resulting directly or indirectly in connection with provision of goods and services herein, except for any loss, injury or damage arising directly from the gross negligence or intentional misconduct of the Vendor arising from the provision of products or services herein.

13. Insurance

The Vendor shall pay for and maintain at all times the following insurance:

- Third party liability and property damage insurance coverage in an amount not less than \$2,000,000 and shall include the YMCA as additional insured under said insurance coverage.
- A copy of a Clearance Certificate confirming that the Vendor maintains Workplace Safety & Insurance Board (WSIB), insurance applicable to its employees, in full force and effect, if the Contractor/vendor is required to be on YMCA property at any time.

The Vendor shall provide the YMCA with confirmation of such insurance in the form of a Certificate of Insurance which shall include a statement confirming that the issuing insurance company will endeavor to mail 30 days written notice to the YMCA regarding any cancellation of insurance.

14. Relationship of the Parties

The parties expressly acknowledge that they are independent business entities, and neither an Agency, legal partnership, nor employer-employee relationship is intended or created by this Agreement.

15. Termination

In the event of any delay or minor default caused by the Vendor (as solely determined by the YMCA), and such delay or default continues for ten(10) days following written notice to the Vendor by the YMCA without resolution satisfactory to the YMCA, the YMCA may terminate the Agreement forthwith without further liability, damage or cost.

Additionally, the Vendor shall indemnify and reimburse the YMCA for all costs, expenses, damages and losses of any kind including legal fees and expenses and consequential losses arising out of the Vendor's delay or default. Furthermore, the YMCA may terminate this Agreement upon the occurrence of any of the following:

- Where the YMCA is required to vacate the premise or quit the site of the work;
- Where the Vendor becomes insolvent, is declared bankrupt, or commits an act of bankruptcy.



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Notwithstanding the above, the YMCA may terminate this Agreement without cause, with 30 days advance written notice, without any liability, damage or cost, with the exception of any outstanding invoices for services and/or products already provided.

16. Assignment

The Vendor may not assign this Agreement in whole or in part to any other party without the prior written consent of the YMCA.

17. Force Majeure

Neither party hereto shall be liable hereunder for failure to perform in accordance with the terms of this Agreement to the extent that and so long as such failure occurs for a reason beyond the reasonable control of such party, including without limiting the generality of the foregoing, an act of violence, strike, embargo, fire, storm, flood, explosion, riot, war, rebellion, revolution, insurrection, act of God, act of any governmental authority, act of terrorism, or any other occurrence similar or dissimilar to those recited, which is beyond the reasonable control of such party.

18. Survival of Clauses

The following Terms and Conditions and Schedules shall survive the expiration or termination of the Agreement, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature: Confidentiality and Privacy (Clause 7), Indemnity (Clause 11), Limitation of Liability (Clause 12), Warranty (Clause 19), Governing Law (Clause 20), Notice (Clause 21), Severability (Clause 22), Waiver (Clause 23), Schedule "E" YMCA Privacy Terms and Conditions.

19. Warranty

Vendor warrants that the products or equipment provided under this Agreement shall be free from defects in workmanship and materials, under normal use and service and the equipment shall perform and operate during the term of this Agreement, in accordance with the specifications relating to the equipment as published or prepared by the manufacturer of the equipment. Furthermore Vendor shall replace and/or repair all defects reported by the YMCA free of charge for the period outlined in the Vendor's warranty agreement.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein.

21. Notice

Any notice herein contemplated, provided or permitted to be given shall be in writing and shall be effectively given if delivered on or sent by facsimile transmission or e-mail, addressed to:

- Vendor:
 - Name
 - Address
 - City, Prov, Postal Code
 - Attention: Name
 - Facsimile No.: Number



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Email: e-mail address

- YMCA:
YMCA of Greater Toronto
2200 Yonge Street, Suite 300
Toronto, ON M4S 2C6
Attention: Procurement Department

or such other address as the Parties may advise from time to time. All such notices shall be deemed to have been received when so delivered or transmitted.

22. Severability

In the event that any provision of this Agreement is found to be invalid or unenforceable by a court of law, or in the event the application of this Agreement is terminated by any party for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

23. Waiver

No consent or waiver, express or implied by a party to or of any breach or default by another party in the performance by such other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party hereunder. Failure on the part of a party to complain of any act, or failure to act of another party, or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned party of its rights hereunder.

24. Amendment

This Agreement may not be modified or amended except with the written consent of the Parties hereto.

25. Dispute Resolution

If a dispute arises out of, or in connection with this Agreement, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

All information exchanged during this meeting or any subsequent dispute resolution process, shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

26. Background Checks

The Vendor guarantees that all staff working on YMCA property or who are in direct contact with YMCA staff, volunteers or members, have undergone a full police background screening and that screening has not produced results that would suggest a potential threat to YMCA property, staff, volunteers or members. The Vendor will produce the aforementioned background check



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documentation upon YMCA request. The Vendor may, at the sole discretion of the YMCA, be required to replace any staff member if refused entry by the YMCA.

27. Bid Rigging

Vendor certifies that the prices for products and/or services herein, have been arrived at independently of any other bidder. Furthermore, the prices in this Proposal have not been knowingly disclosed by the YMCA and will not knowingly be disclosed by the Vendor prior to award, directly or indirectly to any other bidder or competitor.

28. Vendor Conduct

Where appropriate and without limiting the responsibility of the Vendor for conduct of its personnel and the service of the areas to be serviced hereunder, the conduct of the service personnel is to be guided by the rules and regulations and instructions as may be issued by the YMCA to the Vendor from time to time through its designated agent. Vendor is responsible for the direct supervision of its personnel through its designated representative who will, in turn, be available at all reasonable times to report and confer with the designated representatives of the YMCA with respect to services rendered. Vendor further agrees that upon request of the YMCA, it will remove from service hereunder any of its employees who in the opinion of the YMCA are guilty of improper conduct or who are not qualified to perform the work assigned to them. The above will be solely determined by the YMCA.

29. Ownership of Work Product

All intellectual property rights, including copyrights, relating to any design, trademark or other tangible material in final form that are delivered to the YMCA pursuant to this agreement will become the exclusive property of the YMCA. Vendor shall not be responsible for alterations made by the YMCA to such materials delivered hereunder.

30. Permits and By-Laws

The Vendor shall comply with all laws, ordinance, rules, and regulations bearing upon the conduct of the work, pertaining to or affecting the employees of the Vendor and the Vendor shall indemnify the save harmless the YMCA against any violation thereof. The Vendor shall pay for all permits and Certificates required in respect of the work.

31. Taxes

The Vendor shall pay in full any applicable Federal, Provincial or Municipal taxes in force during the progress of the work.

32. Non-Compliance or Default by Vendor

If the Vendor fails to comply with the terms and conditions of this Agreement as determined by the YMCA, or is in default in any other manner under this Agreement, the YMCA may do such things and incur costs as deemed necessary to correct the Vendor's default, including without limitation the withholding of payment due or accrued due to the Vendor for services rendered pursuant to this Agreement, which monies may be offset by the YMCA against any expenses that it may incur in remedying a default as described above.

33. Safety



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Recognizing the YMCA's commitment to provide a safe and healthy work environment for its employees, the Vendor hereby undertakes to provide all work and services herein in a safe and healthy way in full compliance with the Ontario Workplace Safety & Insurance Board (WSIB) and Ontario's Occupational Health and Safety Act (OHSA) requirements.

Optional for chemical supply companies ONLY

Furthermore, if the Vendor is required to supply any chemicals be they cleaning or other hazardous materials, then such chemicals may always be supplied with MSDS (Material Safety Data Sheet(s)).

34. Environmental

Vendor warrants that it has a written Environmental Policy which is communicated to, and practiced by, its employees and agents. Vendor also acknowledges that it is aware of and complies with all Municipal, and/or Provincial, and/or Federal regulations and laws, with respect to safe environmental practices, in the conduct of its business operations.

35. Site Clean up

Where applicable and promptly after completion of the work Vendor shall remove any waste products and debris to the designated garbage containers provided by the YMCA and leave site of work in a clean and suitable condition for use by the tenant of the building.

36. Warranty of Title

Title to all materials and equipment shall be furnished free and clean of all liens, charges or other encumbrances.

37. Ownership Rights

All tangible and intangible property or materials including intellectual property and/or software and/or hardware developed or prepared for the YMCA by Vendor or Vendor Affiliate, pursuant to this Contract, shall be and remain the sole and exclusive property of the YMCA, provided that all compensation under this Contract in respect of such property has been paid for by the YMCA according to the terms of this Contract.

38. Time of the Essence

Time shall be of the essence in all respects hereof.



**APPENDIX C – YMCA of Greater Toronto
Privacy Terms and Conditions**

YMCA Privacy Terms and Conditions effective September 1, 2008 for Third Parties with Custody of Personal Information

The following provisions shall apply in the event **The YMCA of Greater Toronto** makes Personal Information available to Vendor:

“Personal Information” refers to information relating to an identified or identifiable individual made available in connection with an agreement or provision of goods or services between the parties.

1. General

Each party is responsible for complying with any obligations applying respectively to each of the parties under applicable Canadian privacy laws and regulations.

Neither party will request Personal Information beyond what is necessary to fulfill the reasonable purpose(s) for which it is requested. Each party will agree in advance as to the type of Personal Information, which is required to be made available.

2. Security Safeguards

Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Information.

Each party will ensure Personal Information is treated as confidential, and is protected in accordance with the security safeguards.

3. Use

Each party agrees that Personal Information will only be used, accessed, managed or otherwise processed to fulfill the purpose(s) for which it was made available.

4. Access Requests

Each party agrees to cooperate with the other in connection with access requests for Personal Information.

5. Retention

Each party will promptly return to the other or arrange for the secure destruction of all Personal Information which is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other party or required by law.