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FILE NO. 99884/CBC/cc

**Delivered By Courier**

August 15, 2011

The Corporation of the City of London  
267 Dundas Street, 4th Floor  
London, ON N6A 4L9

Attention: Chris Ginty, CPPB

Dear Mr. Ginty:

**Re: Jackal Trades Inc.  
Tender 11-56**

We are the lawyers for Jackal Trades Inc. Our client has asked that we review his Tender 11-56 application which was rejected by your offices. We are in receipt of his application documents and your email correspondence of July 21, 2011.

Your email states that the bid was rejected because "it has been ruled by [your] manager as a photocopy of the original and unfortunately... has been disqualified as per Tender 11-56 clause 2.0 REQUIREMENTS AT TIME OF CLOSING; item 2-1 which is stated as follows..."

We spoke with Mr. Vanderweg and reviewed the above noted clause and found nothing contained therein which would cause the application to be disqualified. Given the context of item 2-1, it is clear that the term "facsimile" is being used to describe a method of delivery and not as a synonym for the word "copy". At best, that item is ambiguous in its meaning. The tender application was hand delivered by Mr. Vanderweg personally, which is expressly permitted by item 2-1.

Your email goes on to state that SCHEDULE 'C' states that the tender requires an original signature. We reviewed the application documents and supporting document and cannot find "Schedule 'C'". Further, there is no reference whatsoever to Schedule 'C' in the Tender 11-56 document, the Tender checklist, the General Conditions document or the Purchasing and Supply Specification. As a result, it is our legal opinion that "Schedule 'C'" does not form part of the tender application and therefore has no effect.

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The document entitled "BIDDERS PLEASE READ; GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS" was reviewed by my client prior to submitting his bid. Section 13 states that "signed bid to be considered offer"; nowhere is it stated that the signature must be an original. If an original signature was to be a requirement of the tender, we submit that section 13 would have been the place for such instructions. Furthermore, the signing page of the tender document sets out various factors which will result in a bid being rejected, but nowhere contained therein is it stated that original signatures are required. It should also be noted that each page of the tender application bore an original address stamp of Jackal Trades Inc.

Case law dating back many years as well as legislation, such as the *Electronic Commerce Act, 2000*, has held that copies of signatures are valid and binding. In the absence of specific instructions to the contrary, a copy of a signature is sufficient for any purpose.

In light of the foregoing, we respectfully request that you review your decision to reject the bid of our client. We strongly believe that the bid of Jackal Trades Inc. conformed with the tender guidelines and should have been considered. Further, even if your office does not agree with the foregoing, section 17 of the General Conditions states that the City reserves the right to waive minor variations to specifications. This section permits the City to accept the bid of my client. As this tender is substantial in terms or length and scope, our client intends to continue to pursue this matter. Should you wish to discuss any of the above do not hesitate to contact the undersigned. Thank you for your immediate attention and consideration on this matter.

Yours truly,

Siskinds LLP

  
Electronic Signature

Per:  
Curtis Cleaver

CBC/cc

cc. John Freeman, C.P.P./CSCMP  
Jack Vanderweg