October 13, 2015

NOTICE TO POTENTIAL PROPOONENTS

Request for Proposal No. RFP 9119-15-7281
For: Golden Mile: Market Analysis and Economic Strategy

Please review the attached document and submit your Proposal to the address noted below by the closing deadline of 12:00 noon (local Toronto time) on October 27, 2015

Proposals will not be considered unless:
Received by the date and time specified above; and
Received at the address specified below.

Submission by facsimile or e-mail is not acceptable. Only the names of the firms submitting Proposals will be read aloud at the public opening on the date of closing.

Information and/or site meeting requirements:

<table>
<thead>
<tr>
<th>Required</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance Requirement</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Deadline for Questions (must be in writing): October 19, 2015 at 12:00 noon (local Toronto time)

City Contact:
Aimee Yang, Acting Senior Corporate Buyer
Purchasing and Materials Management Division
(t) 416-397-4803, (f) 416-397-7779
(e) ayang@toronto.ca

For convenience you may affix the following address label to the envelope(s) containing your submission.

COMPANY NAME:____________________________________  RFP NO.: 9119-15-7281
CLOSING DEADLINE: 12:00 Noon (local Toronto time) October 27, 2015
DELIVER TO: Chief Purchasing Official
Purchasing and Materials Management Division
18th Floor, West Tower, City Hall
100 Queen Street West
Toronto, ON, M5H 2N2

The Purchasing and Materials Management Division will not be held responsible for submission documents submitted in envelope(s) that are not labelled in accordance with the above instructions.

Tenders/RFQ/RFP/Sales/Disposals are advertised on the City of Toronto Website: www.toronto.ca
TABLE OF CONTENTS
RFP NO. 9119-15-7281

Notice to Potential Proponents ................................................................. 1
Table of Contents ............................................................................................. 2

1.0 TERMINOLOGY .................................................................................. 3
  1.1 References to Labeled Provisions ...................................................... 3
  1.2 Definitions ......................................................................................... 3
  1.3 Interpretation .................................................................................... 4
  1.4 RFP Process Terms and Conditions ..................................................... 4

2.0 PURPOSE .......................................................................................... 4
  2.1 Purpose ........................................................................................... 4
  2.2 Budget ............................................................................................. 5
  2.3 Background ...................................................................................... 5
  2.4 Phasing ........................................................................................... 9

3.0 SCOPE OF WORK ........................................................................... 9
  3.1 Phase 1 – Study Design ..................................................................... 9
  3.2 Phase 1 – Data Collection and Reconnaissance ............................... 9
  3.3 Phase 2 – Economic Sector Analysis and Data Synthesis ............... 11
  3.4 Phase 3 – Developing an Economic Development Framework and Implementation
    Strategy ............................................................................................... 12
  3.5 Project Meetings ............................................................................... 13
  3.6 Vendor Skills .................................................................................. 13
  3.7 Study Management, Additional Roles and Responsibilities ............ 13
  3.8 Future/Follow-up Work ................................................................... 15

4.0 PROPOSAL EVALUATION AND SELECTION PROCESS .............. 15
  4.1 Selection Committee ......................................................................... 15
  4.2 Selection Criteria ............................................................................ 15
  4.3 Selection Process ............................................................................ 15
  4.4 Schedule of Events .......................................................................... 16
  4.5 Clarifications .................................................................................... 16
  4.6 Interviews or Demonstrations ........................................................... 17
  4.7 Evaluation Results ........................................................................... 17
  4.8 Negotiations and Agreement ............................................................ 17

5.0 PROPOSAL SUBMISSION REQUIREMENTS .................................. 18
  5.1 General Overview ........................................................................... 18
  5.2 Proposal Documentation and Delivery ............................................ 18
  5.3 Proposal Content ............................................................................. 19

APPENDICES
Appendix A RFP Process Terms and Conditions ......................................... 26
Appendix B Agreement Terms and Conditions ............................................ 32
Appendix C Standard Submission Forms .................................................... 39
Appendix D Supplementary Submission Forms .......................................... 46
Appendix E Proposal Evaluation Table ....................................................... 48
Appendix F Official Plan Land Use Map of Study Area ............................. 49
Appendix G 1891 Eglinton Avenue East Site and Area Specific Policy No. 435.... 50
Appendix H Official Plan Site and Area Specific Policy No. 129 ................ 51
Appendix I Golden Mile Secondary Plan Study Area ............................... 52
Appendix J South West Scarborough Employment District ........................ 53
1.0 TERMINOLOGY

1.1 References to Labeled Provisions

Each reference in this Request for Proposal to a numbered or lettered “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “subclause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labelled provision of this Request for Proposal (RFP).

1.2 Definitions

Throughout this Request for Proposal, unless inconsistent with the subject matter or context,

“Agreement” means any written contract between the City and a Proponent or any purchase order issued by the City to the Vendor with respect to the Services contemplated by this RFP, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP.

“City” means the City of Toronto.

"City Contact" means the City employee(s) designated as City Contact on the Notice to Potential Proponents for all matters related to the RFP call process.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to the City and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process including the giving of a benefit of any kind, by or on behalf of the Proponent to anyone employed by, or otherwise connected with, the City ; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or

(b) in relation to the performance of its contractual obligations in the City contract, the Vendor’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Council” means City Council.

"may" and "should" used in this RFP denote permissive (not mandatory).

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act.

"must", "shall" and "will" used in this RFP denote imperative (mandatory), meaning Proposals not satisfying imperative (mandatory) requirements will be deemed to be non compliant and will not be considered for contract award.

“Project Manager” means the main contact person at the City for all matters relating to the project.

“Proponent” means a legal entity that submits a Proposal. If two or more legal entities wish to submit a Proposal as a consortium, one member of the consortium must be identified as the Proponent with whom the City may enter into an Agreement, and the other member(s) must be identified as subcontractors to that Proponent.
“Proposal” means an offer submitted by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

“RFP” means this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the City.

“Services” means all services and deliverables to be provided by a Vendor as described in this RFP.

“Vendor” means the successful Proponent with whom the City enters into an Agreement.

1.3 Interpretation

In this RFP and in the Agreement, unless the context otherwise necessitates,

(a) any reference to an officer or representative of the City shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;

(b) a reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution thereof or amendment thereof;

(c) all amounts are expressed in Canadian dollars and are to be secured and payable in Canadian dollars;

(d) all references to time shall be deemed to be references to current time in the City;

(e) a word importing only the masculine, feminine or neuter gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;

(f) any words and abbreviations which have well-known professional, technical or trade meanings, are used in accordance with such recognized meanings;

(g) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants; and

(h) all index and reference numbers in the RFP or any related City document are given for the convenience of Proponents and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

1.4 RFP Process Terms and Conditions

This RFP process is governed by the terms and conditions in Appendix ‘A’.

2.0 PURPOSE

2.1 Purpose

The City of Toronto's City Planning Division is seeking a qualified consultant to undertake a Market Analysis and Economic Strategy (the "Economic Study") to support Phase 1 of the
Golden Mile Secondary Plan Study (the "Secondary Plan Study") as recommended in the Eglinton Connects study.

Construction of the Eglinton Crosstown Light Rail Transit (LRT) has the potential to be a driver for new investment and change in the Golden Mile area. Its size, establishment mix and land use permissions means that different areas within the Golden Mile will experience change at different times. Understanding current economic and employment conditions will help inform preparation of a new planning framework for the Golden Mile area. To this end, the qualified consultant will prepare an Economic Study that will:

- review viability of current building stock and employment mix and uses within existing Employment Areas and Mixed Use Areas;
- review of landholdings and leasing to determine what may or may not be happening with long term leases on the large format retail lands;
- make recommendations about short (<5 years), medium (5-15 years) and long (> 15 years) term horizons for redevelopment of sites based on existing conditions (including leasing/options), land use patterns and planning frameworks; and
- recommend strategies to enhance existing employment uses and jobs in the area, and to attract new employment investment, in order to support an increase in the overall amount of employment floor space within the study area and to inform the future Secondary Plan Study.

The ideal Vendor will have demonstrated experience delivering economic development studies, including macro- and micro-scale analysis, real estate and land economic analysis, and an understanding of the City’s business incentive programs and relevant Provincial legislation including the Planning Act and The City of Toronto Act.

2.2 Budget

The City's total budget range for the Vendor's contract for this project is between $50,000 and $75,000 inclusive of HST. Please note that this amount is only an approximation and does not reflect the total amount that will be paid to any Vendor. This amount is for information only and should not form the basis of any submission.

2.3 Background

2.3.1 Area Overview

Today the Golden Mile predominantly consists of low rise industrial and large format retail buildings with surface parking on both the north and south sides of Eglinton Avenue East.

In the 1950's, the stretch of Eglinton Avenue East, from Pharmacy Avenue to Birchmount Road, became famous as Scarborough's "Golden Mile of Industry." This area was a hub of large-scale manufacturing and a symbol of post-war prosperity. The area's transformation began during World War II, when the Government of Canada acquired a vast tract of farmland for a munitions plant known as the General Engineering Company (GECO). After the war, the Township of Scarborough purchased the plant and additional surrounding land for proposed development. Some of the munitions plant buildings became municipal offices, a Council Chamber, and a public library branch, while other buildings were leased or sold to small business.

In 1950, Svenska Kullagerfabriken (SKF), a ball bearing company, acquired part of the GECO lands and the industrial boom of the Golden Mile began. The Golden Mile promised inexpensive land and low property taxes to industries growing with Canada's post-World War II economic boom. By 1955, corporations such as Frigidaire, the John Inglis Company, Thermos and Warner...
Lambert had major manufacturing facilities here. Automobile makers and dealers joined them, including Volkswagen, Rootes Motors, and as late as 1974, a General Motors van assembly plant.

By the 1980's, larger industries were moving to less expensive properties, and the Golden Mile of Industry gradually became the Golden Mile of Commerce – known for its large retail stores and car dealerships.

In 1997, the City of Scarborough conducted the Golden Mile Land Use review, which provided a vision for the rejuvenation of this older employment district with a range of commercial land uses. This later resulted in Official Plan – Site and Area Specific Policy No. 129, which permits retail and service uses, including stand-alone retail stores and/or "power centres", subject to zoning amendments to Employment Districts Zoning By-law No. 24982.

Currently, there are limited active development applications within the Golden Mile. The majority of recently completed projects have been large format retail stores such as, but not limited to, Canadian Tire, Wal-Mart and Zellers.

The retail/commercial properties fronting Eglinton Avenue East are in transition. However, the surrounding area of the Golden Mile, north and south of the large format retail still supports a number of diverse employers such as, but not limited to, Iplex Inc, an industrial manufacturer of plastic pipes, valves and fittings, and Griffith Laboratories, a producer of culinary-based technovation programs, salt/sodium substitutes, MSG replacers, and many other products. The surrounding employment lands also serve niche users who desire the smaller industrial lots, lower lease rates and have no great need for a public presence and some of the properties, generally between Eglinton Avenue East and Upton Road to the south have zoning which permits heavier industrial uses.

2.3.2 The Golden Mile Study Area

The primary study area includes the Eglinton Connects Study's Golden Mile Focus Area, which includes lands bounded by Victoria Park Avenue to the west, Ashtonbee Road to the north, Thermos Road/Sinott Road to the east, and an irregular boundary to the south, refer to Appendix I for additional details. The lands comprising this area are approximately 82 hectares in size.

The study area also includes a Golden Mile Focus Sub-Area extending east along Eglinton Avenue East to Birchmount Road, and the Apartment Neighbourhoods north of the Golden Mile Shopping Centre between Victoria Park and Pharmacy Avenues (see Appendix I).

There are five proposed surface LRT stops in the Golden Mile focus area and sub-area. These LRT stops are located at Victoria Park Avenue, Pharmacy Avenue, Lebovic/Hakimi Avenues, Warden Avenue and Birchmount Road. Large format retail buildings and surface parking lots with low-rise industrial and commercial buildings dominate the geography north and south of Eglinton Avenue East between Victoria Park Avenue and Birchmount Road.

The primary study area is located within the Golden Mile Employment District, which is part of the larger South West Scarborough Employment District (see Appendix J).

2.3.3 Eglinton Connects Planning Study

The Eglinton Connects study was adopted by Council in May 2014. The study spanned 19 kilometers and examined the future land uses, built form, public realm and road layout on Eglinton Avenue. Six Focus Areas were identified with capacity to accommodate future residential, mixed use, or employment growth and requiring more detailed study.
One of the focus areas was the Golden Mile in Scarborough. Development in this area predominantly consists of large-format retail buildings and surface parking with low-rise commercial and industrial buildings to the north and south of Eglinton Avenue East. The lands are designated *Mixed Use Areas* and *Employment Areas* in the Official Plan. The Eglinton Connects study recommended preparation of a Secondary Plan for this area.

In view of the Eglinton Connects Study and recent development inquiries, the City Planning Division is in the process of initiating a secondary plan process for the Golden Mile. The Secondary Plan will provide a framework for further reinvestment and new development within the Golden Mile's *Mixed Use Areas* and *Employment Areas*. The secondary planning study is targeted for completion in the second quarter for 2017.

Further information on Eglinton Connects, including staff reports and study material, can be found at [www.toronto.ca/eglinton](http://www.toronto.ca/eglinton).

### 2.3.4 Official Plan

The Official Plan contains policies and objectives that guide future growth and development in the City. The Official Plan contains a number of city-building priorities such as directing growth to areas well served by transit, creating viable and complete communities, supporting new housing and job opportunities and protecting *Employment Districts* to nurture and support the City's economy and provide for job growth.

The Official Plan's land use designations are the Plan’s key implementation tool for achieving its growth strategy. Two types of land use designations are located within the Golden Mile Study area. These are *Mixed Use Areas* and *Employment Areas*. *Mixed Use Areas* are made up of a broad range of commercial, residential and institutional uses, in single use or mixed use buildings, as well as parks and open spaces and utilities. *Employment Areas* are places of business and economic activity. Uses that support this function consist of: offices, manufacturing, warehousing, distribution, research and development facilities, utilities, media facilities, parks, hotels, retail outlets ancillary to the preceding uses, and restaurants and small scale stores and services that serve area business and workers.

Properties located on the north side of Eglinton Avenue East between Victoria Park Avenue and Birchmount Road, and on the south side of Eglinton Avenue East between Victoria Park and Pharmacy Avenues are designated *Mixed Use Areas*. Properties located on the south side of Eglinton Avenue East between Pharmacy Avenue and Birchmount Road are designated *Employment Areas* (see Appendix F).

See link to Official Plan for further information:

### 2.3.5 Official Plan Amendment No. 231

At its December 16, 2013 meeting, City Council adopted Official Plan Amendment (OPA) No. 231 which, in part, redesignated the majority of the lands along the south side of Eglinton Avenue East in the Golden Mile Study area from Employment Areas to *General Employment Areas*.

*General Employment Areas* are places for business and economic activities generally located on the peripheries of *Employment Areas* where, in addition to all uses permitted in a *Core Employment Area*, retail and service uses, restaurants, fitness centres and ice arenas may also be established.
OPA No. 231, through Site and Area Specific Policy (SASP) No. 435 also redesignated the northerly portion of the employment lands at 1891 Eglinton Avenue East in the Golden Mile Employment District to Mixed Use Areas as indicated in Appendix G. In addition to the redesignation of a portion of this site, SASP No. 435 also set out a policy framework for a minimum amount of office uses in the area designated Mixed Use Areas, employment uses on the portion of the site designated General Employment Areas to be compatible with adjacent residential uses, and an appropriate land use compatibility analysis and impact assessment to be completed to the satisfaction of the Ministry of the Environment.

A copy of OPA No. 231 including SASP No. 435 can be found at the following web link:

2.3.6 Official Plan - Site and Area Specific Policy No. 129

Lands south and north of Eglinton Avenue East between Pharmacy Avenue and Birchmount Road are subject to SASP No. 129, which permits retail and services uses, including stand-alone retail stores and/or “power centers”, subject to amendments to the zoning by-law. The implementation of this policy may require the provision of additional public roads or other transportation improvements, and may require the provision of financial compensation to equitably allocate the capital costs of any such improvements (see Appendix H).

2.3.7 Golden Mile Employment District Transportation System Improvement (TSI) Charge Reserve Fund

At its meeting of June 10, 1997, the Council of the former City of Scarborough adopted Planning and Buildings Committees’ report entitled ‘Implementing Transportation System Improvements Identified through the Golden Mile Land Use Review’. The Golden Mile Land Use Review provided a vision for the rejuvenation of this employment district with a range of additional commercial land uses. The report identified a number of transportation system improvements, which were key to supporting additional land uses. To facilitate the necessary transportation improvements, a process to obtain these works through collection and distribution of the appropriate funds was proposed. The report recommended that a transportation system improvement charge be established; the rate of the charge and it also designated the improvements to be funded from the charge. Since the implementation of this TSI charge, monies have been collected and distributed to construct the necessary transportation improvements in the area. For additional details, see link to City staff report:

2.3.8 Imagination, Manufacturing, Innovation and Technology (IMIT) Program

The Imagination, Manufacturing, Innovation and Technology (IMIT) and Brownfield Remediation Tax Assistance (BRTA) Property Tax Incentive Program was first approved by Council in 2008. It provides for an annual development grant and a municipal property tax cancellation for construction and remediation projects in targeted sectors and uses. These sectors and uses include not only office but biomedical, food processing, information technology, creative industries, manufacturing and others. The Program was designed to address both regional and international competitive disadvantages. The IMIT Program provides an annual grant back over a 10 year period to the property owner based on the increase in assessed value directly attributable to the new eligible construction.

More information on IMIT can be found at the following web link:
http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=bc2c4b5073cfa310VgnVCM10000071d60f89RCRD&vgnextchannel=6e4032d0b6d1e310VgnVCM10000071d60f89RCRD.
The Staff Report on proposed incentives to support the replacement of office space in new mixed-use developments can be found at the following web link:

2.3.9 City of Toronto Employment Survey

Toronto's Employment Districts are summarized in the City's annual Employment Survey. The Employment Survey bulletin highlights the key findings and trends pertaining to employment by sector, the longevity of establishments, and employment activity in the Centres, Downtown and Employment Districts. The Employment Survey is an important tool for the City in policy, labour force development efforts and forecasting. The 2014 Employment Survey Bulletin and associated Staff report can be found at the following web link:

2.4 Phasing

The Economic Study will be completed in four phases, with all components to be completed by March 10, 2016:

Phase 1: Data Collection and Reconnaissance  
Phase 2: Economic Section Analysis and Data Synthesis  
Phase 3: Developing an Economic Development Framework and Implementation Strategy  

To start, the Vendor will complete the Study Design within 10 days of contract start date (see Section 3.0). Timelines of project milestones provided in Section 3.0

3.0 SCOPE OF WORK

The Economic Study is anticipated to proceed in the following four phases. The first task will be completing of the Study Design, as described below.

3.1 Study Design

The first task the Vendor will complete is the preparation of a Study Design. A proposed Study Design will be included with the Proposal submission. The Study Design is to address all components of the scope of work outlined in the RFP. The Study Design will define in detail the work schedule of the Study, and will form the basis for the agreement between the City and the Vendor. The Study Design will be reviewed at a Project Initiation Meeting with the Project Team and the Vendor within two weeks of the contract award. The Vendor should allow for at least one iteration of the Study Design before it is finalized.

3.2 Phase 1 – Data Collection and Reconnaissance

The first phase of the Economic Study will update the profile for the South West Scarborough Employment District and undertake research to create a profile for the Golden Mile Employment District within the Golden Mile Focus Area and Sub-Area illustrated in Appendix I.

3.2.1 Economic Profiles

The prepared profiles will include data on:

- a) Number of employees: part-time, full-time, by sector;
- b) Employment structure (by sector);
- c) Non-residential assessment;
d) Employment growth by sector (retail, manufacturing, institutional, service, office, others);
e) New establishment growth, by sector;
f) Industrial inventory update (building space);
g) Distribution of place of residence of employment for 2011, 2014;
h) Building stock and vacancy rates, acreage, GFA, by use;
i) Industrial re-investment (by building permit value, 2011-2014); and
j) Other variables as may be determined throughout the course of the Economic Study.

3.2.2 Phase 1 Consultation

Stakeholder engagement will be in the form of interviews with a representative sample of land owners and employers in the Study Area, and commercial realtors with knowledge of the area. These consultations will help the Vendor identify the Study Area's value proposition as an area of employment, including its draw for certain sectors and types of businesses; any change in the type of tenants the area is attracting; and property sales and patterns of lease activity.

City staff will provide the Vendor with some preliminary research on the economic activity and the planning framework within the Study Area including:

- mapping of the study area;
- Toronto Employment Survey data;
- Findings from the report titled "Sustainable Competitive Advantage and Prosperity – Planning for Employment Uses in the City of Toronto" (August, 2012, prepared by Malone Givens Parsons et. al);
- Background research from the Eglinton Connects Planning Study; and
- Available Census and National Household Survey data.

City staff will:

- Work with the Vendor to determine list of potential interviews. It is expected that between 10 and 15 interviews will be completed;
- Review and approve interview questions prepared by the Vendor; and
- Arrange and attend stakeholder consultation sessions, including communicating with invited participants and providing appropriate venues.

The Vendor will:

- Meet with City staff to finalize data collection process;
- Provide all materials for stakeholder consultation sessions, including presentations or notes;
- Chair stakeholder interviews;
- Provide minutes of any meetings with City staff, or stakeholder interviews within one week of the meeting date; and
- Collect and compile data.

Phase 1 Deliverables and Key Dates:
- Project Initiation Meeting (3 hours): week of November 23, 2015;
- Stakeholder Interviews no later than January 8, 2016; and
- Phase 1 (summary of findings to-date) completion: by the week of January 25, 2016.
3.3 Phase 2 – Economic Sector Analysis and Data Synthesis

The second phase of the Economic Study will build upon the profiles generated and information collected in Phase 1 to identify trends and preliminary opportunities and incentives to support land uses and an increase to the overall amount of employment floor space in the Golden Mile Study area.

3.3.1 Economic Sector Analysis
The Vendor will prepare an economic sector analysis of the Golden Mile Employment District within the Golden Mile Study area, which will identify potential trends in the collected economic data. Based on this collected data and information from stakeholder interviews, the Vendor will identify economic opportunities and trends including:

a) recent development trends;
b) employment trends;
c) density trends;
d) built form and building use trends;
e) sector and regional trends;
f) opportunities for redevelopment;
g) implications of committed, planned and/or pending infrastructure investments; and
h) others as may be determined throughout the course of the Economic Study.

3.3.2 Available Incentives
Incentives play a large role in the City's ability to attract investment in Employment Areas. The Vendor will review available municipal, provincial and federal incentive programs currently in place to enhance existing employment uses and stimulate new investment and employment intensification in the Golden Mile Study Area. This discussion should also address the implications of Official Plan SASP No. 129 and the Transportation System Improvement Charge on the Golden Mile Study area.

3.3.3 Data Synthesis - Assessment
In completing Sections 3.3.1 and 3.3.2, the Vendor will summarize the findings by providing an assessment of the Golden Mile’s viability as an employment generator. The assessment will succinctly:

- analyze the factors that are currently attracting tenants or deterring new tenants from the Study Area;
- complete a sector analysis to determine what sectors and types of businesses are compatible with and likely to be drawn to the Study Area;
- capture leasing activity and building investment patterns to identify current, or near term, soft sites; and
- outline any threats to the continued vitality of the Study Area as an employment area.

The Vendor will:

- Undertake outlined analysis;
- Prepare the draft assessment. The Vendor should allow for at least two iterations of the draft assessment before it is finalized and provide sufficient time for the City; and
- Provide minutes of any meetings with City staff, within one week of the meeting date.

Phase 2 - Deliverables and Key Dates:

- Vendor to provide a draft assessment report to City staff by the week of February 1, 2016; and
- Project team meeting within the week of January 25, 2016.
3.4 Phase 3 – Developing an Economic Development Framework and Implementation Strategy

The third phase of the Economic Study will devise implementation tools that are likely to be most effective in enhancing existing employment uses and stimulating new investment and employment intensification within the Golden Mile Study Area.

3.4.1 Land Use Economic Opinion
The Vendor will provide a market-based opinion as part of the Economic Study that will help to inform the future Golden Mile Secondary Plan Study. The opinion should include a discussion of the Golden Mile Employment District within the greater City context and also include a discussion related to medium and long-term absorption rates for non-residential gross floor area. In doing so the Vendor will identify those areas that are more likely to experience change in the short, medium and long terms, based on their findings from Phases 1 and 2.

3.4.2 Implementation Options and Recommendations
The Vendor will provide an analysis of the merits of and challenges to implementing the deployment of non-residential densities across the Golden Mile Study area (i.e., no-net-loss policy, site-by-site replacement, density transfer system, "windfall" tax and others to be determined). The Vendor will also provide a discussion on what incentives or initiatives can be introduced to retain existing employment uses and attract new employment opportunities through redevelopment. This may include tailoring existing economic development incentives or initiatives to be specific to the Golden Mile Study area that would serve to attract or retain businesses within this area. The Vendor should also review new building typologies and new lease arrangements to retain existing and attract new employment uses within the Golden Mile.

At the conclusion of this Phase, the Vendor will prepare the draft Market Analysis and Economic Strategy Report which will:

a) Provide an executive summary; Document the study process;

b) Provide a plain language description of the data collected and various pieces of analysis undertaken;

c) Provide summaries for all consultation events and meetings; and

d) Summarize study outcomes and final recommendations.

Deliverables and Key Dates:
- Draft Market Analysis and Economic Strategy Report provided to City staff for review by February 22, 2016. The Vendor should allow for at least two iterations of the draft report before it is finalized and provide sufficient time for the City; and
- City comments on the draft Report will be provided to the Vendor five business days after its receipt.

3.4 Phase 4 – Finalize Market Analysis and Economic Strategy Report
The Final Report will be due no later than March 10, 2016.

The Vendor will provide the City with:

a) Six copies of the Market Analysis and Economic Strategy Report that will document the study process and outcomes and which shall include, but not be limited to the following elements:

  • A clear and concise description of the work undertaken including all data collected and analysis of results: mapping, photos, figures and economic sector comparisons, as well as implementation strategies; and

12 of 53
• MS Word and PDF format of the Final Market Analysis and Economic Strategy Report; and
• Electronic copies of all original mapping, photos and figures created for the purposes of the Market Analysis and Economic Strategy Report.

The Final Market Analysis and Economic Strategy Report must be in a format that is suitable for web publication and meet the compliance requirements of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA). Written descriptions of graphics, photos, mapping and figures should be embedded to be compliant with assistive technologies and other web applications. Word descriptions should be provided in Microsoft Word, 2007 and graphic descriptions should be provided in editable art such as TIFF, EPS, DG, DWG, AI, PSD and high resolution JPEG for all image files.

3.5 Project Meetings

3.5.1 Project Team Meetings
Approximately four meetings (one meeting for each phase of the project) with the Project Team should be included in the work plan. The Vendor will organize, prepare agendas and all necessary materials, attend and minute all meetings of the Project Team. Minutes are due no later than one week after each meeting.

Stakeholder Interviews (as referenced in Section 3.2.2)
Stakeholder engagement will be in the form of interviews with a representative sample of land owners and employers in the Study Area, and commercial realtors with knowledge of the area. It is expected that between 10 and 15 interviews will be completed. These stakeholder interviews will help the Vendor identify the Study Area's value proposition as an area of employment, including its draw for certain sectors and types of businesses; any change in the type of tenants the area is attracting; and property sales and patterns of lease activity.

3.6 Vendor Skills

The Vendor is expected to have demonstrated expertise in the following key skills:

• Ability to carry out economic development studies in a land use planning context, including analysis at macro- and micro-economic scales;
• Ability and experience in land economic analysis and the ability to identify key trends;
• Ability to undertake economic sector analysis of clusters;
• Experience with City of Toronto Economic Development incentive programs and initiatives within the legislative framework outlined via the City of Toronto Act and the Provincial Planning Act; and
• Ability to produce any necessary graphics in to clearly communicate information in a compelling manner.

3.7 Study Management, Additional Roles and Responsibilities

3.7.1 Study Management

3.7.1.1 Project Manager
The City Planning Division will be managing the Study, including the coordination of all study components. The Vendor will report to City Planning’s assigned Project Manager/Project Lead and meet regularly, with the number of meetings to be set at the Study Design Stage (see Section 3.0). Dates for all meetings will be determined upon
contract award in consultation with the City’s Project Manager and through the Study Design. Meeting times will be subject to change at the sole discretion of the City.

3.7.1.2 Project Team
The City of Toronto Project Team comprises staff from the City Planning Division and the City’s Economic Development and Culture Division. Members of the Project Team will review project deliverables and will meet with the Vendor and Project Manager as necessary.

3.7.2 Roles and Responsibilities of the Vendor
The Vendor will be responsible for performing the Services and providing deliverables as outlined in this RFP, including but not limited to:

- Assigning a Project lead to co-ordinate the delivery of the project and liaise with the City's Project Manager.
- Providing regular progress reports to the Project Manager as the situation warrants, including meetings or correspondence with City staff through the Project Manager. Proponents will include in their Proposals the proposed approach and schedule of communication to ensure timely completion of the study tasks;
- Submitting invoices to the City for work completed (noting the specific tasks on the invoice and % to completion) on a monthly basis.
- Managing time and budget to ensure the timely and cost effective delivery of final products
- Acting as an expert witness at the Ontario Municipal Board, if necessary

The Vendor will obtain the written approval of the City of any substitutions of key individuals assigned to the Market Analysis and Economic Strategy.

The Vendor will use accessible, clear communication and consultation resources to support participating by the identified stakeholders and the public to help participants learn and formulate their opinions and feedback when being consulted. The Vendor is responsible to ensure that all materials to be supplied to the public via the project website, presentations, or in hard copy, must comply with standards for communications as outlined in the Accessibility for Ontarians with Disabilities Act 2005. The City is not responsible for any costs related to re-printing or re-issuing materials that need to be modified to be AODA compliant.

3.7.3 Roles and Responsibilities of the City
The Project Manager from City Planning is responsible for managing and coordinating the day-to-day activities of the Vendor. The Vendor will meet and receive direction from the City Project Team at key stages of the study. The City will identify a dedicated team of City staff to provide background information, data, and mapping for the duration of the project.

The City will be responsible for:

- Overall direction and management of the study
- Provisions of any City-owned or generated data, or other technical or research-based resources
- Liaison between the Vendor, City staff and members of Council, as required
- Monitoring of the Vendor’s work
- Ensuring the compatibility of the study with emerging City policy
3.8 Future/Follow-up Work
The City reserves the option to retain the Vendor to provide evidence at an Ontario Municipal Board hearing in support of the tasks contemplated herein and any resulting planning documents. The Proposal should therefore include the fees that would be associated with this type of work, in the event that a decision is made to retain the Vendor rather than issue a further bid call.

All cost information should be submitted as per Section 5.3, Subsection 7 – Cost of Services.

4.0 PROPOSAL EVALUATION AND SELECTION PROCESS

4.1 Selection Committee
All Proposals will be evaluated through a comprehensive review and analysis by a Selection Committee, which will include members from the City Planning Division and the Economic Development and Culture Division.

The Selection Committee may at its sole discretion retain additional committee members or advisors.

The aim of the Selection Committee will be to select one (1) Proposal which in its opinion meets the City's requirements under this RFP and provides the best overall value to the City. The Proposal selected, if any, will not necessarily be the one offering the lowest fees or cost (pricing). Pricing is only one of the components that will be used to determine the best overall value for the City.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

4.2 Selection Criteria
Proposals will be evaluated based on the Proposal Evaluation Table in Appendix E.

4.3 Selection Process
If the submission fails any mandatory requirements, the Proposal will be rejected.

Stage 1 – Mandatory Submission Requirements
Proposals will be reviewed to assess compliance with the mandatory requirements. Proposals failing to comply with these requirements will be rejected. Proponents must submit their Proposals in accordance with Section 5.2 including mandatory forms and mandatory technical submission requirements (if any).

This Stage is evaluated on a pass/fail system. If the submissions fail any mandatory submission requirements, the Proposal will be rejected.

Stage 2 – Technical portion of the Proposal Evaluation
The City will create a Stage 2 list of Proponents who have achieved a "PASS" from Stage 1 – Mandatory Submission Requirements. The Selection Committee will score the Proposals using the evaluation table in Appendix E.

The detailed technical portion of the Proposal evaluation will be based on multiple criteria as listed in
Appendix E – Proposal Evaluation Table.

In Stage 2, the Selection Committee will evaluate Proposals for technical merit and presentation. The technical component will be scored out of 85 marks.

Stage 3 – Interview/Presentation and/or reference checks (if required)

A short list of up to five (5) top-scoring Proponents from Stage 2 may be selected and the City may validate written Proposals as follows:

- Detailed reference checks, relevant technical qualifications and experiences of Proponents on projects of similar size, scope, and complexity; and
- An interview with the short list of Proponents. Proponents will be requested to answer questions to clarify and/or validate their understanding of the requirements.

The Selection Committee will use interview and/or reference check results to revise, refine, and finalize the score for the Technical Evaluation portion of the Proposal.

If the Technical portion of the Proposal at the conclusion of Stages 2 and 3 (if applicable) does not achieve a score of 75% or 63.75 points out of 85 available points or better, the Proposal will not be considered further and the Cost of Services will not be evaluated.

Stage 4 – Cost of Services

Proponents' fees are calculated as follows: the lowest cost Proposal receives 15 points, and the remaining Proposals are assigned points based on the following formula: (cost of lowest price Proposal divided by the price of the next Proposal) x 15.

A Total Score will only be calculated for Proposals that have advanced to Stage 4. The Total Score will be the sum of the Technical Evaluation score and the Cost of Services score. The proposal that achieves the highest Total Score will be ranked first. In the event of a tie Total Score, the Proponent achieving the highest score for its Technical Proposal will be ranked first overall.

4.4 Schedule of Events

- RFP issue date: October 13, 2015
- Deadline for Proponent questions: October 19, 2015 (12:00 noon)
- Last Day for Issuing an Addendum (if required): October 21, 2015
- RFP closing date: October 27, 2015 (12:00 noon)
- Interviews (if necessary): November 12 and/or 13, 2015
- Date evaluation expected to be complete: November 17, 2015
- Approval and award date: November 20, 2015
- Contract start date: November 23, 2015

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible.

4.5 Clarifications

As part of the evaluation process, the Selection Committee may make requests for further information with respect to the content of any Proposal in order to clarify its understanding of the Proponent’s response. The clarification process shall not be used to obtain required information that was not submitted at time of close or to promote a particular Proponent.
The Selection Committee may request this further information from one or more Proponents and not from others.

4.6 Interviews or Demonstrations

A Proponent whose written Proposal has met or exceeded the minimum score for the technical portion of the Proposal or has received a high ranking may be invited to an interview with the Selection Committee, the results of which will be used by the Selection Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Proponent(s). The City reserves the right to interview up to a maximum of five (5) top ranked Proponents. The Selection Committee may interview any Proponent(s) without interviewing others, and the City will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

The representatives designated by the Selection Committee in its invitation to the Proponent must attend any interview scheduled as part of this evaluation process unless the City agrees otherwise in writing and at its sole discretion.

The representative of a Proponent at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.

Where the staff team proposed by the Proponent is an important element in the selection criteria, the staff team proposed shall be present for the interviews.

No Proponent will be entitled to be present during, or otherwise receive any information regarding, any interview with any other Proponent.

Refusal of a Proponent to participate in an interview/demonstration requested by the City may, in the City's sole discretion, be considered a failure of the Proponent to comply with a Mandatory Requirement of the RFP and thus subject to disqualification.

4.7 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee to the appropriate City staff member and/or City Council.

Proposal evaluation results shall be the property of the City and are subject to MFIPPA. Evaluation results may be subject to public release pursuant to MFIPPA.

Proponents should be aware that Council and individual Councillors have the right to view the Proposals provided that their requests have been made in accordance with the City’s procedure.

4.8 Negotiations and Agreement

The award of any Agreement will be at the absolute discretion of the City. The selection of a recommended Proponent will not oblige the City to negotiate or execute an Agreement with that recommended Proponent.

Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of the City.
The City shall have the right to negotiate on such matter(s) as it chooses with the recommended Proponent without obligation to communicate, negotiate, or review similar modifications with other Proponents. The City shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and the City may be settled and the issues concerning implementation may be clarified.

Any Agreement must contain terms and conditions in the interests of the City and be in a form satisfactory to the City Solicitor. If the Agreement requires City Council approval, then the final Agreement must contain terms and conditions substantially as set out in the Council report authorizing the Agreement. Any Agreement will incorporate as schedules or appendices such part of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services.

The terms and conditions set out in Appendix ‘B’ shall be incorporated in any Agreement entered into with the recommended Proponent. These terms and conditions are mandatory and are not negotiable. Any Proponent wishing to request that the City consider any changes to the terms and conditions set out in Appendix "B" must follow the process outlined in section 5 of Appendix "A".

If any Agreement cannot be negotiated within thirty (30) business days of notification to the recommended Proponent, the City may, at its sole discretion, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 General Overview

The City has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals. The City may reject the Proposal of any Proponent who fails to comply with any such procedures.

Proposals are expected to address the RFP content requirements as outlined herein, and should be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the City’s ability to conduct a thorough evaluation. The City is interested in Proposals that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.

The City prefers that the assumptions used by a Proponent in preparing its Proposal are kept at a minimum and to the extent possible, that Proponents will ask for clarification prior to the deadline for Proponent questions rather than make assumptions. Proponents should also review sections 3 to 6 of Appendix A with respect to asking questions about the RFP. Where a Proponent's assumptions are inconsistent with information provided in the RFP, or so extensive that the total Proposal cost is qualified, such Proponent risks disqualification by the City in the City's sole discretion.

5.2 Proposal Documentation and Delivery

The documentation for each Proposal:

a) Must be submitted in a sealed envelope or container (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address.
b) Should be limited to preferably 12 pages, double sided, (for a total of 24 pages) minimum 11 point font, with unlimited appendices.

c) Must consist of one (1) original (clearly marked as such on its first page) and preferably five (5) full photocopies of:

   (i) A Main Proposal Document as described in the section below titled Proposal Content, including all attachments and appendices as required. (Mandatory)

   (ii) Form 1 (Proposal Submission Form) completed and signed by an authorized official of the Proponent. This includes the acknowledgement of all addenda received as per Appendix A, item 4. (Mandatory)

   (iii) Form 2 (Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request) completed as indicated (Mandatory)

   (iv) Form 3 (Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts) completed as indicated, if applicable.

   (v) Form 4 (Environmentally Responsible Procurement Statement) completed as indicated, if applicable.

   (vi) Appendix D (Price Detail Form) completed as indicated. (Mandatory)

   Note: Forms 1 to 4 are provided in Appendix C.

d) Should consist of one (1) original Form 6 (Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy) completed and submitted as indicated on the form, if applicable. Note: Form 6 is provided in Appendix C;

e) must be completed in a non-erasable medium and signed in ink;

f) must not include:

   i) any qualifying or restricting statements;
   
   ii) exceptions to the terms and conditions of the RFP that have not be approved through an addendum; or
   
   iii) additional terms or conditions.

g) Must be delivered no later than the Closing Deadline to:

   Chief Purchasing Official
   Purchasing and Materials Management Division
   18th Floor, West Tower, City Hall
   Toronto, ON, M5H 2N2

   Delays caused by any delivery service (including Canada Post and courier) shall not be grounds for any extension of the Deadline, and Proposals that arrive after the Deadline will not be accepted.

5.3 Proposal Content

The Proposal should contain the following items:

   Letter of Introduction – Introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP. This should contain the same signature as the person signing the submission forms.

   Table of Contents – Include page numbers and identify all included materials in the Proposal submission.
Subsection 1 – Executive Summary

The Proponents should provide a summary of the key features of the Proposal.

Subsection 2 – Proponent Profile

Proponents should have the staff and organization to ensure their ability to deliver and support the proposed project.

1. To permit the Proponent to be evaluated fully as a viable and sound enterprise, include the following information with respect to the Proponent, and if applicable, for each consortium member.

(a) A profile and summary of corporate history including:

- date company started;
- products and/or services offered;
- total number of employees;
- major clients; and
- business partners and the products/services they offer;

(b) A profile and summary of corporate history of any parents or subsidiaries and affiliates and the nature of the Proponent’s relationship to them (i.e., research, financing and so on).

2. Please note section 2 of Appendix A regarding consortiums and the requirement that there be a single Proponent.

Subsection 3 – Experience and Qualifications of the Proponent

It is important that the Work be undertaken by a Proponent who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope. In particular, the Proponent should demonstrate the following in its Proposal:

1. Experience of the Proponent with other similar projects including analysis of a local area’s economy against a broader economic context and policy and/or program-based recommendations for Economic Development strategies;

2. Demonstrated experience and capacity to conduct similar studies at a similar scale with an ability to create the necessary graphics, modeling and mapping to reflect the outcomes and the findings of the Study.

3. Preferably provide a minimum of three (3) references for the purpose of evaluating the Proponent’s experience and track record of success. Note that the City prefers references for solutions that are similar to the solution being proposed in response to this RFP. For example, solutions for the municipal/public sector, using the same or similar products proposed, projects of similar size, scale and complexity. Each reference should include:

- the identity of the reference client organization;
- a contact name and title, address and telephone number;
- the size and nature of the client’s business;
- the number of years dealing with the client;
- a description of the project;
• the timing and duration of the Proponent’s involvement in the project;
• the services that were provided by the Proponent (i.e. installation, support, training and/or project management);
• date of the project;
• details regarding the scale of the project; and
• client’s URL address.

Please note that where the skills/expertise/experience are being provided by a subcontractor or other legal entity apart from the Proponent, a Proposal that does not include the information requested in this Subsection 3 for each such subcontractor or other entity will not be awarded full marks during the evaluation process. In providing references, Proponents agree that the City can contact the individuals provided as part of the evaluation process. The City will make its own arrangements in contacting the references. Substitution of references will not be permitted after the close of the RFP.

Subsection 4 – Proposed Staff Team and Resources

It is important that the work be undertaken by a team who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope. In particular, the Proponent should provide the following in its Proposal:

1. A list of key staff that the Proponent would propose to use for this work together with their professional qualifications, related project experience and an indication of their duties and responsibilities on this particular project.

2. Include strategies and individuals that can fulfill the roles and responsibilities for any unforeseen events requiring replacement of team members.

3. Resumes for proposed individuals are to be included as an Appendix to the Proposal.

4. Provide a statement of any conflict of interest, if applicable. Refer to Appendix A – RFP Process Terms and Conditions for information relating to conflicts of interest.

Note: The Proponent should submit signed consent forms authorizing the disclosure of personal information to the City, or its designated agent(s), for any resumes that are submitted; however, the Proponent will accept all liability if signed consent forms and resumes are not disclosed to the City.

It is important that key project individuals (i.e. major areas of responsibility) be named, with accompanying indication of guaranteed availability. Continuity of key personnel will be required, with a contractual obligation for substitutions only with full written approval of the City.

Subsection 5 – Proposed System/Solution

1. Provide a statement of the Proponent’s understanding of the goals and objectives of the project.

2. Provide a detailed description of how the Proponent intends to achieve the goals and objectives of the project including:
   • The detailed characteristics/specifications of the study method and techniques that are being recommended;
   • The software to be used to achieve the project outcomes;
   • The deliverables/outcomes that would be provided as part of the project;
   • A summary of the potential issues associated with the work and how they will be dealt with;
   • A demonstrated understanding of the scope of work and the RFP goals and requirements; and
   • Quality of approach for achieving RFP goals including the quality of the work plan.
Subsection 6 – Work plan and Deliverables

It is important that the project is started and completed in an efficient and effective manner. The Proponent is requested to provide:

1. A detailed work plan indicating the project method, schedule, Gantt chart, tasks, and deliverables.

2. An estimated overall timeline of the project, including an indication of how soon you could commence work.

3. Key dates for major deliverables should be clearly defined in the Proponent's detailed work plan.

4. For each deliverable provide sufficient detail for the reviewers to evaluate the value of the effort expended.

5. Proposed project staffing over the assignment period should include numbers by “classification” for key staff as well as all other staff.

6. State assumptions regarding roles and involvement of City staff and the estimated amount of their time involvement.

Subsection 7 – Cost of Services

To be submitted in the Cost of Services in the Price Detail Form provided in Appendix D.

In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly by City staff and adjustments resulting from the correction will be applied to the Total Lump Sum Price quoted.

Prices submitted in a Proposal are to be firm for the duration of the RFP process and the term of any resulting Agreement.

All prices must be stated in Canadian currency. The Proponent shall assume all currency risk.

The City shall not be responsible for any additional costs.

The Proponent shall be solely responsible for all costs including but not limited to, wages, salaries, statutory deductions and any other expenses and liabilities related to its own personnel, and subcontractors and suppliers and their respective personnel.

The Proponent shall be solely responsible for any and all payments and/or deductions required to be made including, but not limited to, those required for the Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance, and Income Tax.

All invoices must clearly show HST as a separate value and HST "registrant" number.

Without restricting the generality of the foregoing, the Proponent acknowledges that, if it is a non-resident person, payments to the Proponent, as a non-resident person, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Proponent, as a non-resident person, provides the City with an official letter from Canada Revenue Agency waiving the withholding requirements, the City will withhold the taxes it determines are required under the Income Tax Act (Canada).
A. Core Pricing

The Proponent must complete and submit the Price Detail Form located in Appendix D – Supplementary Submission Forms.

The total price quoted must include all labour, profit, other overhead, materials, equipment, licences, analysis, travel, accommodations, communication, transportation and delivery costs (courier, long distance charges, and so on), staff time, City/Vendor meetings (as and where deemed required by the City), disbursements and any/all other operational costs and fees associated with the Services, excluding all applicable taxes. The City shall not be responsible for any additional costs.

B. Taxes

Harmonized Sale Tax (HST) is to be applied to the prices submitted as specified in the relevant sections of the call document or in the Price Schedule provided in the call.

HST for the supply and delivery of materials/goods is to be shown as additional/separate line items on the Price Schedule and any subsequent invoices.

C. Payment Terms and Discount Schedule

1. Propose payment terms for Core Pricing. The City’s standard payment terms are 60 days from the receipt of the invoice. The final payment terms may be subject to further negotiation.

2. Propose any prompt payment discount terms.

If all the correct billing information has been indicated on the invoice, and no acceptable discount for early payment has been offered, the City will endeavour to pay within the vendor's terms from the receipt date of the invoice in Corporate Accounts Payable Unit - Metro Hall, 55 John Street, 14th floor.

Payment terms should be clearly indicated on the invoice including early payment terms.

The City will consider offers of early payment discount terms. Discounts will only be taken when early payment discount terms are met from the receipt date of the invoice in the Corporate Accounts Payable unit.

Note: Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice by the City of Toronto, Accounting Services Division, and Corporate Accounts Payable unit.

City of Toronto offers secure electronic deposit payments directly to your bank account through our “Direct Deposit” program. For more information and/or to enroll for this payment option, please email us at FASPDD@toronto.ca or contact our AP Customer Service Desk at AHPelp@toronto.ca or 416-397-5235.

To support an electronic payable environment, the City of Toronto Corporate Accounts Payable unit will accept electronic vendor invoices submitted via email at APinvoice@toronto.ca. Note: Electronic invoices submitted must be in a PDF format as an attachment. If you have any questions regarding this process, please contact our AP Customer Service Desk at AHPelp@toronto.ca or 416-397-5235

E. City of Toronto's Invoice and billing requirements

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to the City of Toronto. If the billing information is missing from an invoice it will result in a payment delay and the invoice may be returned to you without payment.
It is the Vendor's responsibility to submit correct invoices for payment of goods/services delivered to the City of Toronto Divisions. If an incorrect invoice is submitted, the vendor will be requested to issue a credit note and submit a new invoice. If the invoice in question offered an early payment discount, the re-issue date of the new invoice will be used to calculate the early payment discount terms.

1) Exceptions

The standard invoice billing requirement must be followed with the exception of vendor invoices related to an approved capital project subject to construction lien holdbacks only. Billing requirement direction will be provided by the contract custodian or city divisional designate.

2) Electronic Invoices

To support an electronic payable environment, the City of Toronto Corporate Accounts Payable unit will accept electronic vendor invoices submitted via email to APinvoice@toronto.ca. Electronic invoices submitted must be in a PDF format with one invoice per attachment.

Note: Do not send statements or past due invoices to this email address, only current invoices will be accepted. Do not send hard copy invoices to Corporate Accounts Payable if you have submitted an electronic invoice. If you have any questions regarding this process, please contact AP Customer Service at 416-397-5235 and follow the prompts.

1.1 Billing Requirements

(1) All original Vendor invoices must be addressed and be sent DIRECTLY to:

City of Toronto
Accounting Services Division
Corporate Accounts Payable
55 John Street
14th Floor, Metro Hall
Toronto, ON M5V 3C6

(2) Invoice/s submitted to the City of Toronto must have complete ship to information including:

I. Name of City Division,
II. The City Division’s contact name and phone number (the person ordering or picking up the goods and/or services),
III. Delivery location of goods and/or services (excluding pick-up order),
IV. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO), or Schedule "A" must be clearly indicated on the invoice. (*This purchasing number should be provided by City staff at the time of order*)

Invoices that do not contain the required billing information may be returned without payment to the vendor for correction.

(3) City purchases with the use of a credit card/PCard, are NOT to be sent to Corporate Accounts Payable. These invoices are considered paid.

(4) Vendors are encouraged to provide packing slips and/or goods receipt confirmations directly to the ordering Division for goods/services delivered.
Vendors are to provide backup documentation directly to the ordering Division, not Corporate Accounts Payable.

1.2 Contract Release Order for Contract Purchases

A request for delivery in the form of a Contract Release Order (CRO) will be issued for each purchase against a contract.

All invoices submitted for payment of contract goods/services must contain:

I. Blanket Contract Number
II. Contract Release Order Number (CRO)

Under no circumstances are Contract Release Orders to be filled for commodities or services that are not included on a Contract.

The total value estimated on a Contract including all charges, excluding any applicable taxes, is not to be exceeded without authorization.

A Contract shall not be valid once the specified period has elapsed unless an extension has been requested by the City.

The City, in its sole discretion, has the right to terminate a contract prior to the expiration of the term without cause or penalty, provided the Total Value Estimated as specified on the Contract Order has been reached.

1.3 Discount Terms

The City will consider offers of early payment discount terms. If correct billing information has been indicated on the invoice, it is the City’s policy to pay within vendor’s discount terms from the receipt date of the invoice in the Corporate Accounts Payable unit – Metro Hall, 55 John Street, 14th Floor.

Early Payment terms should be clearly indicated on the invoice.

Note: Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice by the City of Toronto, Corporate Accounts Payable unit.

1.4 Direct Deposit

City of Toronto offers secure electronic deposit payments directly to your bank account through our “Direct Deposit” program. For more information and/or to enroll for this payment option, please email us at FASPDD@toronto.ca or contact the Direct Deposit program line at 416-392-9736 and follow the prompts.

Effective January 1, 2014, all new contracts for existing or new vendors must be enrolled in the Direct Deposit program.

Subsection 8 – Cost Control

1. Submit a proposed methodology for Proponent’s resource planning, cost estimation, cost budgeting, and cost control measures. The Proponent should clearly demonstrate the cost control measures that it will implement to ensure that the Lump Sum or Upset Limit for the Services will not be exceeded.
APPENDICES

APPENDIX A
RFP PROCESS TERMS AND CONDITIONS

1. Proponent’s Responsibility ........................................................................................................ 27
2. Prime Proponent .................................................................................................................... 27
3. City Contacts and Questions .................................................................................................. 27
4. Addenda ................................................................................................................................ 28
5. Exceptions to Mandatory Requirements, Terms and Conditions ......................................... 28
6. Omissions, Discrepancies and Interpretations ........................................................................ 28
7. Incurred Costs ..................................................................................................................... 28
8. Post-Submission Adjustments and Withdrawal of Proposals .................................................. 28
9. No Collusion .......................................................................................................................... 29
10. Prohibition Against Gratuities .............................................................................................. 29
11. Acceptance of Proposals ..................................................................................................... 29
12. Verification ............................................................................................................................ 29
13. Unbalanced Bids ................................................................................................................... 29
14. Conflicts of Interest ............................................................................................................. 30
15. Ownership and Confidentiality of City-Provided Data ......................................................... 30
16. Ownership and Disclosure of Proposal Documentation ..................................................... 30
17. Intellectual Property Rights ................................................................................................. 31
18. Failure or Default of Proponent ............................................................................................ 31
19. Quasi-Criminal/Criminal Activity of a Proponent .................................................................. 31
20. Publicity ................................................................................................................................ 31
21. Governing Law ..................................................................................................................... 31
1. **Proponent’s Responsibility**

It shall be the responsibility of each Proponent:

(a) to examine all the components of this RFP, including all appendices, forms and addenda;

(b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;

(c) to become familiar, and (if it becomes a successful Proponent) comply, with all of the City’s Policies and Legislation set out on the City of Toronto website at [http://www.toronto.ca/calldocuments/policy.htm](http://www.toronto.ca/calldocuments/policy.htm)

The failure of any Proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into or Purchase Order issued based on the Proponent’s Proposal.

2. **Prime Proponent**

A Proposal by a consortium of two or more entities may be submitted, but one person or company must be shown as the prime Proponent and be prepared to represent the consortium to the City by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of the Agreement.

Where a Proposal is made by a prime Proponent with associate firms working with or under the prime Proponent in either a sub-contracting or consortium relationship, it is required that those associate firms be named in the Proposal.

3. **City Contacts and Questions**

All contact and questions concerning this RFP should be directed in writing to the City employee(s) designated as “City Contact” in the Notice to Potential Proponents.

No City representative, whether an official, agent or employee, other than those identified “City Contacts” are authorized to speak for the City with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent’s own risk. Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

From and after the date of this RFP until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any potential Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified on page 1 on this RFP.

Proponents should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of $25,000.00 on a first conviction and $100,000.00 on each subsequent conviction. In addition, the City's Procurement Processes Policy provides that any Proponent found in breach of the policy may be subject to disqualification from the call or a future call or calls at the discretion of Council.

Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140 shall apply.

For your information, please find below the links to the City's Procurement Processes Policy, Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement:
4. Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the City’s website at www.toronto.ca/calldocuments. Proponents and prospective Proponents SHOULD MONITOR THAT SITE as frequently as they deem appropriate until the day of the Deadline. Only answers to issues of substance will be posted. The City reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Proponents to revise their Proposals.

All Proponents must acknowledge receipt of all Addenda in the space provided on the Proposal Submission Form.

The City’s Purchasing and Materials Management Division will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Deadline.

5. Exceptions to Mandatory Requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the City in writing not later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the City wishes to accept the proposed change, the City will issue an Addendum as described in the article above titled Addenda. The decision of the City shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

6. Omissions, Discrepancies and Interpretations

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing not later than the deadline for questions. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

7. Incurred Costs

The City will not be liable for, nor reimburse, any potential Proponent or Proponent, as the case may be, for costs incurred in the preparation, submission or presentation of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the City, as the case may be.

The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any firm that submits a Proposal.

8. Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted.

A Proponent may withdraw its Proposal at any time prior to the Deadline by notifying the City Buyer designated in this RFP in writing on company letterhead or in person, with appropriate identification. Telephone and e-mail requests will not be considered.
A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

After the Deadline each submitted Proposal shall be irrevocable and binding on Proponents for a period of 120 days.

If the City makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall then form part of the Proposal.

9. No Collusion

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

10. Prohibition against Gratuities

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the City's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to a Proponent, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

11. Acceptance of Proposals

The City shall not be obliged to accept any Proposal in response to this RFP.

The City may, without incurring any liability or cost to any Proponent:

a) accept or reject any or all Proposal(s) at any time;

b) waive immaterial defects and minor irregularities in any Proposals;

c) modify and/or cancel this RFP prior to accepting any Proposal;

d) award a contract in whole or in part.

The City is relying on the experience and expertise of the Proponent. The City reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of the City.

12. Verification

The City reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information.

If, in the opinion of the City, any Proponent has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Proposal content and submitted price/fees, or all or any or any combination of them, then the City may reject its Proposal as not representative of the scope of the services).

13. Unbalanced Bids (In this paragraph “Bid” refers to the Proposal)

The City may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced.

A bid is materially imbalanced when:

(1) it is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
(2) the City had determined that the proposal may not result in the lowest overall cost to the City even though it may be the lowest submitted bid; or

(3) it is so unbalanced as to be tantamount to allowing an advance payment.

14. Conflicts of Interest

In its Proposal, the Proponent must disclose to the City any potential Conflict of Interest that might compromise the integrity of the call process or the performance of the Work. If a Conflict of Interest does exist, the City may, at its discretion, refuse to consider the Proposal. The Proponent has an ongoing duty to disclose any potential Conflict of Interest while engaged in the call process and thereafter in the performance of the Work. If a potential Conflict of Interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the City’s sole satisfaction.

The Proponent must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest.

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

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a Conflict of Interest may arise. The successful Proponent for this project may participate in subsequent/other City projects provided the successful Proponent has satisfied pre-qualification requirements of the City, if any, and in the opinion of the City, no Conflict of Interest would adversely affect the performance and successful completion of an Agreement by the successful Proponent.

15. Ownership and Confidentiality of City-Provided Data

All correspondence, documentation and information provided by City staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

a) is and shall remain the property of the City;

b) must be treated by Proponents and prospective Proponents as confidential;

c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

16. Ownership and Disclosure of Proposal Documentation

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Proponent in connection with, or arising out of this RFP, once received by the City:

a) shall become the property of the City and may be appended to the Agreement and/or Purchase Order with the successful Proponent;

b) shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), and may be released, pursuant to that Act.

Because of MFIPPA, prospective Proponents are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Proponent’s name at a minimum shall be made public. Proposals will be made available to members of City Council provided that their requests have been made in accordance with the City’s procedure and may be released to members of the public pursuant to MFIPPA.
17. Intellectual Property Rights

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the City, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

18. Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the City may disqualify the Proponent from the RFP and/or from competing for future tenders or RFP issued by the City for a period of one year. In addition, the City may at its option either:

a) Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void; or
b) Require the Proponent to pay the City the difference between its Proposal and any other Proposal which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Proponent’s failure or default, and further the Proponent will indemnify and save harmless the City, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent.

19. Quasi-Criminal/Criminal Activity of a Proponent:

The City may reject a Proposal or Proponent if the City:

a) Confirms that the Proponent or any individual that owns, directs, or controls the Proponent has been charged with or convicted of an offence under the Criminal Code, an offence as defined in the Provincial Offences Act, or an offence pursuant to similar laws outside of Ontario, or has been named in an order or similar enforcement action by a regulatory authority;

b) Determines that this charge, conviction or order is material to the given procurement; and

c) Determines that, in light of this charge or conviction, awarding to that Bidder could compromise the delivery of the goods or services or would otherwise undermine the business reputation of the City or the public's confidence in the integrity of the call process.

20. Publicity

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of the City.

21. Governing Law

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.
APPENDIX B
AGREEMENT TERMS AND CONDITIONS

1. Compliance with Laws ..................................................................................................... 33
2. Non-Exclusivity ............................................................................................................ 33
3. Confidentiality and Conflict of Interest ............................................................................ 33
4. Indemnities ................................................................................................................. 33
5. Intellectual Property Indemnity ........................................................................................ 33
6. Employment & WSIB Indemnity ..................................................................................... 33
7. No Assignment .............................................................................................................. 33
8. SubContractors ............................................................................................................. 34
9. Personnel and Performance ............................................................................................ 34
10. Independent Contractor .................................................................................................. 34
11. Insurance ..................................................................................................................... 34
12. Warranties and Covenants ............................................................................................. 35
13. Third Party Software ...................................................................................................... 35
14. Ownership of Intellectual Property and Deliverables ....................................................... 35
15. Payment Schedule ........................................................................................................... 35
17. Right to Audit ................................................................................................................ 36
18. Occupational Health and Safety ...................................................................................... 36
19. Workplace Safety and Insurance Act .............................................................................. 38
20. Accessibility Standards and Customer Service Training Requirements ......................... 38

Note to Appendix:
The terms set out in this Appendix shall be incorporated in any Agreement entered into with the recommended Proponent substantially in the form as presented in the Appendix. These terms are mandatory and are not negotiable. Any Proponent wishing to request that the City consider any changes to the terms and conditions set out in Appendix "B" must follow the process outlined in section 5 of Appendix "A".
1. Compliance with Laws

The Vendor will be required to comply, at its sole expense, with all federal, provincial and municipal laws, rules and regulations (including, without limitation, the City's Fair Wage and other policies or by-laws applicable to the City's vendors, the Ontario Fire Code, the Ontario Employment Standards Act, the Ontario Human Rights Code, the Ontario Labour Relations Act, the Workplace Safety and Insurance Act, the Income Tax Act and Occupational Health and Safety requirements) in relation to the provision of any Services, including the obtaining of all necessary permits and licences, and shall submit proof of such compliance to the City, upon request, and the Vendor shall indemnify and save the City harmless from any liability or cost suffered by it as a result of the vendor's failure to comply with this provision.

2. Non-Exclusivity

The awarding of an Agreement to a Vendor shall not be a guarantee of exclusivity.

3. Confidentiality and Conflict of Interest

The Vendor shall treat as confidential all information of any kind which comes to the attention of the Vendor in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of the City or otherwise in accordance with MFIPPA or other applicable privacy law. The Vendor may be required to enter into a detailed confidentiality and conflict of interest agreement in a form satisfactory to the City Solicitor.

4. Indemnities

The Vendor shall indemnify and save harmless the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the Vendor's performance or non-performance of its obligations, including payment obligations to its approved subcontractors and suppliers and others, and including breach of any confidentiality obligations under this Agreement.

Upon assuming the defence of any action covered under this section the Vendor shall keep City of Toronto reasonably informed of the status of the matter, and the Vendor shall make no admission of liability or fault on City of Toronto's part without City of Toronto's written permission.

5. Intellectual Property Indemnity

The Vendor shall indemnify and save harmless the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

6. Employment & WSIB Indemnity

Nothing under this Agreement shall render the City responsible for any employment, benefit or termination liability (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation ("WSIA"), whether statutorily required, at common law or otherwise, resulting from Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor. In the event that employment related costs, or other related responsibility falls to the City for any reason whatsoever, the Vendor agrees to indemnify the City for such costs.

7. No Assignment

The Vendor shall not assign any part of the project that may be awarded to it under the Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the Vendor of its liabilities and obligations under this RFP and the Agreement.
8. **Subcontractors**

The Vendor shall be solely responsible for the payment of every subcontractor employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under the Agreement. The Vendor shall coordinate the services of its subcontractors in a manner acceptable to the City, and ensure that they comply with all the relevant requirements of the Agreement.

The Vendor shall be liable to the City for all costs or damages arising from acts, omissions, negligence or wilful misconduct of its subcontractors.

9. **Personnel and Performance**

The Vendor shall make available appropriately skilled workers, consultants or subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery and supplies to carry out the project.

The Vendor shall be responsible for its own staff resources and for the staff resources of any subcontractors and third-party service providers.

The Vendor shall ensure that its personnel (including those of approved sub-contractors), when using any City buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

Personnel assigned by the Vendor to perform or produce the Services or any part of it, (including those of approved subcontractors) may, in the sole discretion of the City, be required to sign non-disclosure Agreement(s) satisfactory to the City before being permitted to perform such services.

10. **Independent Contractor**

The Vendor and the City agree and acknowledge that the relationship between the City and the Vendor is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Vendor and the City.

11. **Insurance**

The successful vendor agrees to purchase and maintain in force, at its own expense and for the duration of the services, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of services:

1. **Commercial General Liability** provided that the policy:
   
   a. is in the amount of not less than Two Million Dollars ($2,000,000.00), per occurrence;
   
   b. adds the City of Toronto as an additional insured;
   
   c. includes Non Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the services;
   
   d. includes a clause which will provide the City with thirty (30) days' prior written notice of cancellation (15 days if cancellation is due to non payment of premium).

2. **Professional Liability (errors and omissions) coverage** provided that the policy:

   a. is in the amount of not less than One Million Dollars ($1,000,000).

It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the vendor in the performance of services. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be
borne by the vendor. At the expiry of the policies of insurance, original signed Certificates evidencing renewal will be provided to the City without notice or demand.

The successful vendor is responsible for any loss or damage whatsoever to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment. The successful vendor shall have no claim against the City or the City’s insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the City.

12. Warranties and Covenants
The Vendor represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that any deliverable resulting from or to be supplied or developed under the Agreement will be in accordance with the City’s functional and technical requirements (as set out in the RFP) and, if applicable, will function or otherwise perform in accordance with such requirements.

13. Third Party Software
Where the City is in possession of software containing or constituting confidential proprietary information belonging to third parties, the Vendor shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of the City,

(a) analyze, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or

(b) divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use, of such software.

The Vendor shall fully defend, save harmless and indemnify the City from and against any loss or damages suffered by the City as a result of any failure by the Vendor, its officers, directors, partners, contract personnel, agents and employees or any of them to comply with the provisions hereof.

Should the Vendor include third party components within the Solution, the Vendor must secure the rights to use and repackage third party components and pass on those rights to the City without additional charges.

14. Ownership of Intellectual Property and Deliverables
The City will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Vendor and its subcontractors. All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared by the Vendor in the performance of the Services under the Agreement, whether they be in draft or final format, shall be the exclusive property of the City.

15. Payment Schedule
A payment schedule satisfactory to the City shall form part of the Agreement.

No fees or reimbursable expenses shall become payable to the Vendor pursuant to the Agreement other than pursuant to one or more signed schedules.

The Vendor shall submit invoices in such detail as may be required by the City, and the City reserves the right to require further proof or documentation from the Vendor in respect of services performed or expenses incurred by the Vendor and the Vendor shall provide, without delay, such further proof or documentation.

If the City does not approve of the Services which are the subject of the invoice, the City shall advise the Vendor in writing of the reasons for non-approval and the Vendor shall remedy the problem at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.
The Vendor shall be solely responsible for the payment of all personnel costs including statutory and otherwise (including without limitation subcontractors and suppliers and their respective personnel) made available by it and used for performance of any of the Services.


Upon giving the Vendor not less than thirty (30) days’ prior written notice, the City may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the City shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation.

Failure of the Vendor to perform its obligations under the Agreement shall entitle the City to terminate the Agreement upon ten (10) calendar days’ written notice to the Vendor if a breach which is remediable is not rectified in that time. In the event of such termination, the City shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of termination.

All rights and remedies of the City for any breach of the Vendor's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the City under the Agreement or otherwise at law.

No delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by the Vendor in performance of the Agreement shall be delivered to the City in a clean and readable format.

17. Right to Audit

The City may audit all financial and related records associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Vendor. The Vendor shall at all times during the term of the contract, and for a period of 7 years following completion of the Agreement, keep and maintain records of the Work performed pursuant to this Agreement. This shall include proper records of invoices, vouchers, timesheets, and other documents that support actions taken by the Vendor. The Vendor shall at his own expense make such records available for inspection and audit by the City at all reasonable times.

18. Occupational Health and Safety

a. The Vendor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the Occupational Health and Safety Act, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").

b. Nothing in this section shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the Services either instead of or jointly with the Vendor.

c. The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Services.
d. The Vendor acknowledges and represents that:

i. The workers employed to carry out the Services have been provided with training in the hazards of the Services to be performed and possess the knowledge and skills to allow them to work safely;

ii. The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;

iii. The Vendor’s supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;

iv. The Vendor has in place an occupational health and safety, workplace violence and workplace harassment policies in accordance with the OHSA; and

v. The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.

e. The Vendor shall provide, at the request of the Chief Planner and Executive Director, City Planning Division or her designate, the following as proof of the representations made in paragraph d(i) and d(iv):

i. documentation regarding the training programs provided or to be provided during the Services (i.e. types of training, frequency of training and re-training); and

ii. the occupational health and safety policy.

f. The Vendor shall immediately advise the Chief Planner and Executive Director, City Planning or her designate in the event of any of the following:

i. A critical injury that arises out of Services that is the subject of this agreement;

ii. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Services that is the subject of this agreement;

iii. A charge is laid or a conviction is entered arising out of the Services that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the Criminal Code, R.S.C 1985, c. C-46, as amended and the Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A, as amended.

g. The Vendor shall be responsible for any delay in the progress of the Services as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Services or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to the City.

h. The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Vendor do work or perform a task that is the subject of this agreement.
19. Workplace Safety and Insurance Act

The Vendor shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers’ compensation coverage for its employees providing Services under this agreement, whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.

The Vendor represents and warrants that it shall be in good standing with the WSIB throughout the term of this agreement. Prior to supplying the Services and prior to receiving payment, the Vendor shall produce a Clearance Certificate issued by the WSIB confirming that the Vendor has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that the City is relieved of financial liability. Thereafter, throughout the period of Services being supplied, a new Clearance Certificate will be obtained from the WSIB by the Vendor and provided to the City every 90 days or upon expiry of the Certificate's validity period whichever comes first.

The Vendor shall ensure that any and all persons, including but not limited to volunteers, students, subcontractors and independent contractors, providing services under this agreement, have secured WSIB coverage, whether required statutorily or not, for the term of this agreement.

20. Accessibility Standards and Customer Service Training Requirements

The Vendor must ensure that all deliverables conform to the requirements of the Accessibility for Ontarians with Disabilities Act, 2005.

The Vendor shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in the City's policy on Accessible Customer Service Training Requirements for Contractors, Consultants and other Services Providers. For a copy of the City of Toronto requirement, visit the website at:

http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=aa2f637314522410VgnVCM10000071d60f89RCRD&vgnextfmt=default
APPENDIX C

STANDARD SUBMISSION FORMS

FORM 1: Proposal Submission Form – Mandatory

FORM 2: Policy to Exclude Bids From External Parties Involved in the Preparation or Development of a Specific Call/Request - Mandatory

FORM 3: Restrictions on the Hiring and Use of Former City of Toronto Management Employees for City Contracts – If Applicable

FORM 4: Environmentally Responsible Procurement – If Applicable

FORM 5: Notice of No Submission – If Applicable

FORM 6: Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy
POLICY TO EXCLUDE BIDS FROM EXTERNAL PARTIES INVOLVED IN THE PREPARATION OR DEVELOPMENT OF A SPECIFIC CALL/REQUEST

To ensure Fair and Equal Treatment in its competitive procurements, the City of Toronto will undertake to:

- disallow bidders/proponent from submitting a bid to any Tender, Quotation, or Proposal call in which the bidders/proponent has participated in the preparation of the call document; and
- a bidder/proponent who fails to comply will result in disqualification of their response to the call/request.

Did you, the proponent, assist the City of Toronto in the preparation of this Request for Proposal call?

Specify: Yes _______  No ________

For a copy of the City of Toronto Policy, visit the website at:
RESTRICTIONS ON THE HIRING AND USE OF FORMER CITY OF TORONTO MANAGEMENT EMPLOYEES FOR CITY CONTRACTS

The purpose of this Policy to ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee’s separation date.

Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee’s separation date. This would include, but not be limited to, for example, the following roles:

- As an independent contractor/consultant;
- As a contractor/consultant on City project Work for a company/firm (but, the firm may compete); or
- As a contractor/consultant on City project Work for a company/firm that has been sub-contracted by another company/firm.

Former City of Toronto management employees who took part in a separation program or received a retirement incentive are prohibited from participating in contracts directly or indirectly related to the City of Toronto and its special purpose bodies for a period of two years starting from an employee’s termination date.

Notes: (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and
(2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

Specify: ____________________________.

This policy will be considered in the evaluation of all submissions received by the City of Toronto.

For further information contact:

Manager, Corporate Purchasing, Policy & Quality Assurance
18th Floor, West Tower, City Hall, (416) 392-0387

For a copy of the City of Toronto Policy, visit the website at:
ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

The City of Toronto Environmentally Responsible Procurement Policy encourages bidders to also offer products/services that are environmentally preferred.

Environmentally preferred products/services offered must be competitive in cost, conform to specifications, performance requirements and, be suitable for the intended application as determined by the using department(s).

Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.

An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but not limited to the following:

1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.

2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.

3. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.


5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.

6. Have a long service-life and/or can be economically and effectively repaired to upgraded.

Bidders shall if requested, provide written verification of any environmental claims made in their bid/Proposal satisfactory to the City of Toronto within five (5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognized environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests, Only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.

For a copy of the City of Toronto Environmentally Responsible Procurement Policy, visit the website at [http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf](http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf)

State if environmentally preferred products/service is being offered: YES______ NO______

State briefly the environmental benefit of the product/service offered:
IMPORTANT - PLEASE READ THIS

It is important to the City of Toronto to receive a reply from all invited Proponents. There is no obligation to submit a Proposal; however, should you choose not to submit, completion of this form will assist the City in determining the type of services you are interested in submitting a Proposal in the future.

INSTRUCTIONS:

If you are unable, or do not wish to submit a Proposal on this Request for Proposals, please complete the following portions of this form. State your reason for not submitting a Proposal by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposals documents.

<table>
<thead>
<tr>
<th></th>
<th>Other reasons or additional comments.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>We do not offer this service.</td>
</tr>
<tr>
<td>2</td>
<td>We do not offer services to these requirements.</td>
</tr>
<tr>
<td>3</td>
<td>Unable to offer services competitively.</td>
</tr>
<tr>
<td>4</td>
<td>Cannot handle due to present commitments.</td>
</tr>
<tr>
<td>5</td>
<td>Quantity/project too large.</td>
</tr>
<tr>
<td>6</td>
<td>Cannot meet delivery/completion requirements.</td>
</tr>
<tr>
<td>7</td>
<td>Licensing restrictions.</td>
</tr>
</tbody>
</table>

Do you wish to participate in Request for Proposals for services in the future? YES ___ NO ___

For City’s use only - Do not write in this space.

Company Name: 
Address: 
Signature of Company Representative: 
Position: 
Date: Tel. No.: 
Fax No.: 

Fax: 416-397-7779 or Email: ayang@toronto.ca
Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

Declaration:
I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations; and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/we acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Name of Vendor or Name of Grant Applicant (Organization or Individual):

______________________________________________________________

Complete Address: ____________________________________________

Email _______________________________________________________

Tel. No. _____________________________________________________

Postal Code: ________________________________________________

Fax No. _____________________________________________________

Name of Signing Officer or Name of Applicant (Name – please print): Position

______________________________________________________________

Signature: ___________________________________________ Date: ________________

Authorised Signing Officer or Individual

Multilingual Services: 311 and TTY 416-338-0889 Further information: www.toronto.ca/diversity.ca
## 1. PRICE DETAIL FORM

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Professional Fees</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Lead Consultant: Name(s)</strong></td>
<td></td>
</tr>
<tr>
<td>Per Diem Rate (based on a 7 hour day)</td>
<td>$_____/diem</td>
</tr>
<tr>
<td>Hourly Fee</td>
<td>$_____/hour</td>
</tr>
<tr>
<td><strong>Technical Staff: Name(s)</strong></td>
<td></td>
</tr>
<tr>
<td>Per Diem Rate (based on a 7 hour day)</td>
<td>$_____ /diem</td>
</tr>
<tr>
<td>Hourly Fee</td>
<td>$_____ /hour</td>
</tr>
<tr>
<td><strong>Support Staff: Name(s)</strong></td>
<td></td>
</tr>
<tr>
<td>Per Diem Rate (based on a 7 hour day)</td>
<td>$_____ /diem</td>
</tr>
<tr>
<td>Hourly Fee</td>
<td>$_____ /hour</td>
</tr>
<tr>
<td><strong>B. Cost Categories</strong></td>
<td></td>
</tr>
<tr>
<td>Phase 1: Data Collection and Reconnaissance</td>
<td>$___________</td>
</tr>
<tr>
<td>Phase 2: Economic Sector Analysis and Data Synthesis</td>
<td>$___________</td>
</tr>
<tr>
<td>Phase 3: Developing an Economic Development Framework and Implementation</td>
<td>$___________</td>
</tr>
<tr>
<td><strong>Total Price (1+2+3+4, excluding HST)</strong></td>
<td>$___________</td>
</tr>
</tbody>
</table>

**THIS FORM MUST BE COMPLETED IN THE SAME OR SIMILAR FORMAT AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INFORMAL.**
2. COSTS FOR FUTURE/FOLLOW-ON WORK

<table>
<thead>
<tr>
<th>Ontario Municipal Board Appearances</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Professional Fees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lead Consultant: Name(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Diem Rate (based on a 7 hour day)</td>
<td></td>
<td>$_______/diem</td>
</tr>
<tr>
<td>Hourly Fee</td>
<td></td>
<td>$_______/hour</td>
</tr>
<tr>
<td><strong>Technical Staff: Name(s)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Diem Rate (based on a 7 hour day)</td>
<td></td>
<td>$_______/diem</td>
</tr>
<tr>
<td>Hourly Fee</td>
<td></td>
<td>$_______/hour</td>
</tr>
<tr>
<td><strong>Support Staff: Name(s)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Diem Rate (based on a 7 hour day)</td>
<td></td>
<td>$_______/diem</td>
</tr>
<tr>
<td>Hourly Fee</td>
<td></td>
<td>$_______/hour</td>
</tr>
</tbody>
</table>

THIS FORM MUST BE COMPLETED IN THE SAME OR SIMILAR FORMAT AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INFORMAL.
# Golden Mile: Market Analysis and Economic Strategy

## APPENDIX E

### PROPOSAL EVALUATION TABLE

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>POINTS AVAILABLE</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
</table>

### STAGE 1 – MANDATORY SUBMISSION REQUIREMENTS

<table>
<thead>
<tr>
<th>COMPLIANCE WITH MANDATORY SUBMISSION REQUIREMENTS</th>
<th>PASS/FAIL</th>
</tr>
</thead>
</table>

### STAGE 2 – TECHNICAL REVIEW

| A | Proponent Company Profile / Quality of Proposal | Profile and professionalism of the company(s) | 10 |
| A | | Overall impression of submission quality |
| B | Experience and Qualifications of the Proponent | Demonstrate experience of the Proponent with similar projects including: | 25 |
| | | o Comparative analysis of local area economies against a broader economic context; |
| | | o Real estate market analysis; |
| | | o Economic sector analysis of economic clusters; and |
| | | o Policy or program development for Economic Development Strategies |
| | | Quality of Proponent Team demonstrated capacity to provide the necessary level of expertise. |
| | | Ability to create necessary mapping and figures to reflect outcomes and findings of the Study. |
| | | Quality and applicability of past projects completed, including experience providing expert testimony at the Ontario Municipal Board |
| C | Understanding of RFP and Proposed Solution | Demonstrated understanding of the scope of work and of the RFP goals and requirements. | 50 |
| | | Quality of approach for achieving RFP goals |
| | | Demonstrated appropriate allocation of resources through the proposed work plan |
| | | Clear project management strategy and work plan that demonstrates the ability of the Proponent to successfully meet the project deadlines within the proposed budget. |
| | | Demonstrated ability to carry out all aspects of the work. |

### STAGE 3 – INTERVIEWS OR PRESENTATIONS AND/OR REFERENCE CHECKS

- Interview and Presentation (Refer to Section 4.6)
- Reference checks

### TECHNICAL REVIEW TOTAL 85

### STAGE 4 – COST OF SERVICES

Note: Proponents must score a minimum of 75% (63.75 points out of 75) from Parts A-C and Stage 3 (if applicable) of the evaluation table to be further evaluated for cost in Part D.

| D) FEES: [FORMULA: (lowest cost proposal / Proponent’s proposal cost x 15] | 15 |
| TOTAL SCORE | 100 |
APPENDIX F
Official Plan Land Use Map of Study Area

(Note: Does not include amendment as a result of OPA No. 231)
APPENDIX G

1891 Eglinton Avenue East Site and Area Specific Policy No. 435

a. Development of lands for residential uses on the Mixed Use Areas-designated portion of the site will include employment uses including office space having a minimum gross floor area of 6,000 square metres or 5 per cent of the total gross floor area of residential uses, whichever is smaller.

b. Employment uses on the portion of the site designated General Employment Areas, shown as 'Parcel A', will be compatible with adjacent residential uses.

c. A feasibility analysis and impact assessment as per Section 4.10.3 of the province's D-6 Guidelines for Compatibility Between Industrial Facilities and Sensitive Land Uses is to be completed and necessary mitigation measures are to be incorporated into the development design for residential and other sensitive uses, to the satisfaction of the City."
APPENDIX I
Golden Mile Secondary Plan Study Area