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RFP 9119-15-7100

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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 labeled 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 judgment; 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.

“Solution” means a set of goods and services meeting the City’s requirements, as set out in this RFP.

“Vendor” means the Vendor 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

The City of Toronto's Economic Development and Culture Division with the City Planning Division, is seeking a qualified Vendor to undertake a study of the opportunities to support sustained employment and non-residential investment within the Consumers Road Business Park. The intent of the study will be to assess the current building stock and employment in the study area, to recommend strategies, tactics, incentives and amenities to attract new and retain existing tenants, and to identify what actions and policies recommended for the Consumers Road Business Park are transferable to other office-based Employment Districts in Toronto.

This economic analysis (the Study) will be conducted in parallel to a larger Planning Study, overseen by the City Planning Division, the purpose of which is to develop a comprehensive planning and urban design framework in conjunction with a Transportation Master Plan and Master Servicing Plan. The City is also undertaking a Community Services and Facilities Strategy to determine priorities for investment related to the new and anticipated residential population along Sheppard Avenue East. The Vendor will work closely and coordinate analysis with the consultant team undertaking the Planning Study to support completion of deliverables described in this RFP.

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.

2.1 Budget

The City’s total budget range for the Vendor’s contract for this project is between $40,000.00 and $45,000.00 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.

2.2 Background

2.2.1 Concurrent Planning Studies

Consumers Road Business Park and Area Planning Study (RFP 9119-15-7055)
The City will retain a consultant team to develop a vision and comprehensive planning framework for the Planning Study Core Study Area that will form the foundation of a Secondary Plan, Urban Design Guidelines and other planning tools to be developed by the City. The Consumers Road Business Park and Area Planning Study will facilitate and support appropriate residential and non-residential growth within the Mixed Use Areas along Sheppard Avenue E and Victoria Park Avenue, while protecting and encouraging new employment, office development and investment within the business park. The study will address the addition of amenities throughout the area to create an attractive environment for the working and resident populations.

Community Services and Facilities Strategy
Staff from the City Planning Division will be leading a comprehensive Community Services and Facilities Strategy. Findings and recommendations will be coordinated with the final deliverables of this Study, the Planning Study, and such findings will form part of the Secondary Plan for the Core Study Area. The purpose of the Community Services and Facilities Strategy is to provide a framework for the City to support the projected population and employment growth within the Study Area with the necessary services and facilities to form a complete community.
2.2.2 Study Area Overview

The Study Area is the Consumers Road Business Park, described in Section 2.3.

The Consumers Road Business Park is one of four suburban office parks that were established in the early 1960's along the Highway 404/Don Valley corridor in the former City of North York (the others were Flemingdon Park, Wrentham Estates and Parkway-Finch). The Business Park comprises approximately 79 hectares (195 acres) of land bounded by Sheppard Avenue East to the north, Victoria Park Avenue to the east, Highway 401 to the south and Highway 404 to the west. It has attracted companies seeking a central location with excellent access to Highways 401 and 404, and proximity to Pearson International Airport and downtown Toronto. It is also located near the Don Mills subway station as well as two planned and funded LRT stops on Sheppard Avenue East at Consumers Road and Victoria Park Avenue.

As the City of Toronto continues to see a decline in manufacturing employment, the office sector has assumed a larger share of employment growth. This shift has been reflected in City policies intended to protect employment lands and incent new development. These include Official Plan Amendment 231 that deals with all of the City's Employment Districts and Areas, and the Imagination, Manufacturing, Innovation and Technology (IMIT) Incentive Program which provides a grant towards increased property taxes for new construction or renovation in targeted sectors and uses.

The Site and Area Specific Policy 386 proposed within OPA 231 for the Consumers Road Business Park calls for a plan to "encourage office development; [and] the provision of amenities throughout the area to create an attractive environment for existing and new offices."

Growing employment in this and other Business Parks is critical for the City to achieve its overall employment targets, and to maintain a diversity of employment in different locations. It is expected that insight gained through this analysis can also be applied to concentrations of office employment across Toronto.

2.2.3 Official Plan Direction

The Toronto 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 also contains policies that require development to be considered as a part of a broader approach to community building to ensure that all residents have access to housing, parks and community services.

Currently, the lands within the Consumers Road Business Park are designated Employment Areas; however, through the completion of Official Plan Amendment 231 (OPA 231), certain lands within the Business Park were re-designated to Mixed Use Areas and General Employment Areas (see map in Appendix F). OPA 231 was adopted by Council in December 2013, and approved by the Province in July 2014, however, due to a number of appeals, the revised land use designations are not yet in force. Existing designations notwithstanding, for the purposes of this exercise, the City is proceeding under the expectation that proposed land uses as defined in OPA 231 and Site and Area Policy (SASP) 386 (discussed below) will come into force.

The new policies promote balanced growth of jobs and housing across the City so Torontonians can both live and work in the City, reducing the average distance of commutes and congestion on the City's roads. Policies promote new office in Mixed Use Areas and Employment Areas within walking distance from an approved and funded subway, light rapid transit or GO station. When residential development takes place on a site with an existing office building in a transit-rich area, the new development must provide a net gain of office space in addition to the residential component. As indicated previously, the study area is
located near the Don Mills subway station as well as two planned and funded LRT stops on Sheppard Avenue East at Consumers Road and Victoria Park Avenue.


Development on lands within the interior of the Consumers Road Business Park will be guided by the new Employment Areas policies found in OPA 231. The lands are designated General Employment Areas. They are places where business and economic activities are to occur. 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. Further, major retail developments with 6,000 square metres or more of retail gross floor area may also be considered on lots that front onto and have access to major streets as shown on Map 3 of the Official Plan through the enactment of a zoning by-law. Portions of Consumers Road and Yorkland Boulevard in the Consumers Road Business Park are identified as major streets on Map 3.

OPA 231 also includes an amendment to Chapter 7, Site and Area Specific Policies, that adds Site and Area Specific Policy No. 386 (SASP 386) covering the lands forming the Consumers Road Business Park. The amendment includes the following policies for three areas within the Consumers Road Business Park identified as Areas "A", "B" and "C":

"a)  An implementation plan will be established as Official Plan policy to address within Areas "A", "B" and "C" matters such as:

i) an incentive program for Council adoption to encourage office development;

ii) the provision of amenities throughout the area to create an attractive environment for existing and new offices;

(iii) development densities; and

(iv) the creation of new streets and blocks.

Area "A"

b) Development in Area "A" that includes residential units is required to also increase the non-residential gross floor area in Area "A".

Area "B"

c) Prior to the approval of residential development on Mixed Use Areas land in Area "B", a Noise Impact Study is required to determine appropriate design and separation distances of residential units and sensitive non-residential uses from the Direct Fuel Cell-Energy Recovery Generation power plant at 500 Consumers Road.

d) Development on Mixed Use Areas land in Area "B" that includes residential units is required to also increase the non-residential gross floor area in Area "B", on land designated as Mixed Use Areas and/or land designated as General Employment Areas.

e) Employment Area uses in Area "B" are limited to those that are compatible with adjacent existing and planned residential uses in Area "A" and on the Mixed Use Areas land in Area "B".

Area "C"

f) Employment Area uses in Area "C" are limited to those that are compatible with adjacent existing and planned residential uses in Areas "A" and "B".
g) Major retail development with 6,000 square metres or more of retail gross floor area are not permitted in Area "C". Automobile dealerships with more than 6,000 square metres of retail gross floor area are permitted at 243 to 255 Consumers Road and 165 Yorkland Boulevard provided such dealerships are located in multi-storey buildings.

h) Restaurants, workplace daycares, recreation and entertainment facilities, and small and medium scale retail stores and services are only permitted in Area "C" when these uses are located on lower level floors of multi-storey buildings that include Core Employment Area uses, particularly office uses."

SASP No. 386 aims to amenitize or increase the attractiveness of the Consumers Road Business Park as a place of employment by providing for uses such as restaurants, recreation and entertainment facilities and small and medium scale retail stores and services. The policy is intended to make the area more attractive to office workers and firms.

A copy of OPA 231 including SASP 386 can be found at the following web link: http://www.toronto.ca/legdocs/bylaws/2013/law1714.pdf

2.2.4 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.

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: http://www.toronto.ca/legdocs/mmis/2014/pg/bgrd/backgroundfile-72136.pdf

2.2.5 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: http://www.toronto.ca/legdocs/mmis/2015/pg/bgrd/backgroundfile-76162.pdf

2.3 The Study Area

Study Area
The study area is made up of the lands known as the Consumers Road Business Park which is bounded by Highway 404 - Highway 401-Victoria Park Avenue-Sheppard Avenue East.

There are three study areas associated with other components of the planning framework being undertaken by the City, which are not the responsibility of the Vendor: the Planning Study Core Study
Area, the Transportation Master Plan Study Area, and the Community Services and Facilities Strategy Study Area. Although work associated with the other study areas is not the responsibility of the Vendor, the Vendor will be expected to coordinate outcomes of the Economic Potential Analysis with the findings of the Planning Study at various junctures throughout the Contract Period. A map of the Study Area, and of the study areas of the concurrent planning studies (as outlined in Section 2.2.1) is available in Appendix F.

2.4 Phasing

The Study is being completed in two phases, with all components to be complete by Q2 2016. To start, the Vendor will complete the Study Design within 10 days of contract start date (see Section 3.2)

Phase 1: Background Analysis (Q2 2015-Q4 2015)
Phase 2: Final Analysis and Recommendations (Q4 2015-Q2 2016)

Timelines for project milestones are provided in section 3.2.

2.5 Study Management

2.5.1 Project Lead

The City Planning Division (Project Lead) will be managing the Study, including the coordination of all study components. The Vendor will report to the City’s Project Lead and meet regularly, with the number of meetings to be set at the Study Design Stage (see Section 3.2). Dates for all meetings will be determined upon contract award in consultation with the City’s Project Lead and through the Study Design. Meeting times will be subject to change at the sole discretion of the City.

2.5.2 Project Team

The City of Toronto Project Team comprises staff from the City’s Economic Development and Culture Division and City Planning Division, and may include staff from the City’s Transportation Services Division. Members of the Project Team will review project deliverables and will meet with the Vendor and Project Lead as necessary.

2.6 Consultation

2.6.1 Compliance with Access for Ontarians with Disabilities Act 2005.

Under section 6 of the Accessibility Standard for Customer Service, O. Reg. 429/07 (Appendix A), established by the AODA, the City of Toronto must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with members of the public or other third parties on behalf of the City or, who participate in developing City policies, practices or procedures on the provision of goods and services receive training on accessible customer service. Form 7 of this RFP includes the detailed requirements of the Vendor for AODA compliance.

2.6.2 Public Engagement Events

The Vendor will participate in the four major public consultation events (community meetings) being led by the City’s consultant team for the Planning Study. The Vendor will be expected to prepare materials for inclusion in any presentation materials that will be used to communicate the purpose of the Study to the public and other stakeholders. The timing of the public consultation events will be set through the Study Design of the Planning Study.
2.6.3 On-line engagement

The City Planning Division will host a project website and manage all social media related to the Study. The Vendor will be required to provide all graphic materials and reports to the City in a form that is web-postable. All documents and content submitted to the City must conform with Access for Ontarians with Disabilities Act, 2005 (AODA) standards, including accessible PDFs of all documentation. The City is not responsible for any cost borne by the consultant for revision of materials to meet AODA standards. Materials that will be included on the project website include graphics, materials prepared for community meetings, and reports (such as the Background Report and Final Report as described in section 3.2).

2.6.4 Public Engagement Summary

The table, below, summarizes the minimum number of occurrences for each type of engagement for the duration of the Contract where the presence of the Vendor will be required. The timing and final number of meetings will be confirmed through Study Design (Section 3.2 Task 1).

<table>
<thead>
<tr>
<th>Type</th>
<th>Phase 1</th>
<th>Phase 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Engagement Events</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Online Engagement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pop-Up engagement (see Section 3.2.1 Task 6)</td>
<td>Various events to be confirmed at Study Design</td>
<td></td>
</tr>
</tbody>
</table>

3.0 SCOPE OF WORK

3.1 Overview

Consumers Road Business Park Economic Potential Study

The Vendor will be responsible for undertaking the analysis and outreach required to form recommendations on what changes (to the landscape of the Study Area, and policy/program framework) will support a reinvigoration of the Business Park. For example, the Vendor should consider the impact of a multi-modal transportation network as a factor to retain employees, and for firms to locate in the Business Park, particularly if the area’s surface parking lots are lost to development over time. The Study should address the office building stock in the area and assess its suitability for the type of tenants represented by the current and potential new sectors that could be attracted to the Study Area. The Vendor will provide the City with an understanding of the financial viability of non-residential development in the Study Area, in terms of return on investment and in comparison with other office-based Employment Districts in Toronto and elsewhere in the GTA.

Another central component of the Final Report will be to recommend what amenities (such as child care facilities, restaurants, outdoor space, and public realm) would meet the needs of the working population. This analysis should consider what amenities can be provided by both the City and private businesses to enhance the appeal of the Business Park, and what strategies and tactics should be used in implementation. The Vendor will also be required to provide the City with broader recommendations on approaches and specific elements of ‘amenitization’ that could be transferrable to the City’s subsequent analyses of outer-core office based Employment Districts elsewhere in Toronto.

3.2 Tasks

In support of the purpose of the Study, the Vendor will be required, at minimum, to complete the tasks identified below.
Task 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 kick off 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.

Phase 1 Background Analysis

Phase 1 consists of tasks 2, 3, 4, 5, 6, and 7 as set out below.

Task 2 – Background Review and Existing Conditions

The Vendor will review and understand the existing dynamics of the Study Area as a place of employment. The Vendor will, at a minimum:

- Prepare an overview of the existing employment and office stock in the Study Area, including vacancy rates, patterns of lease activity and any permits issued for new development or renovations. City staff will provide data sources where available.
- Seek input from a representative sample of employers in the Study Area and commercial realtors with knowledge of the area, to be facilitated by the Project Lead. This consultation will help the Vendor identify the Study Area's value proposition as an employment centre, including its draw for certain sectors and types of businesses, and any change in the type of tenants the area is attracting. The form of this consultation will be proposed by the Proponent in response to this RFP, to be confirmed and approved by the Project Lead during Task 1.

Task 3 – Opportunities and Constraints Analysis

- The Vendor will coordinate with the City’s Planning Study consultant team, to prepare a zoning review to determine what, if any updates to the existing zoning are required to support ‘amenitizing’ the General Employment Areas within the Business Park through as-of-right zoning. The Vendor will identify any currently permitted uses that might impede the growth of other sectors.
- The Vendor will review the findings of the Planning Study’s consultant team on the impact of the current transportation network serving the Study Area (including road network, access to transit, viability of active transportation options, parking traffic patterns within and proximate to the Study Area). This review will be used to assess the impact of the current transportation network on the employment function of the Study Area.

Task 4 – Project Launch (Community Meeting #1)

Community Meeting #1, the Project Launch, will be scheduled to occur no later than June 26, 2015. The Vendor is not responsible for organizing or coordinating the Project Launch but is expected to be present and provide an overview of the Economic Potential Study and to be prepared to answer questions. The Project Launch is set to allow the Vendor to complete Tasks 1 and 2 to inform the development of content and presentation materials for the public.

The purpose of the Project Launch is to introduce the study purpose, process, length, and potential outcomes. The Project Launch must also include opportunities to receive feedback from the public on the existing conditions and issues facing the Study Area. The proposed format for the Project Launch is an
Open House format with a set time for formal remarks by the Project Leads, City Councillors, and consultant team.

A draft of all presentation materials must be supplied to the Project Lead five business days in advance of the Project Launch for review and comment. The Project Lead must be provided with a draft final version one business day in advance of the Project Launch for final approval.

All final presentation materials must be made available to the Project Lead within one business day following the Project Launch for posting on the project website. The meeting summary, to be prepared by the Planning Study consultant team, will be available within five business days for posting on the project website.

**Task 5 – Employee Targeted Outreach**

Following the Project Launch, the Vendor will participate in a series of ‘pop-up’ consultations in the Consumers Road Business Park, to be organized by the City's Planning Study consultant. The purpose of these consultations is to gain direct feedback from the working population, who may not be available to attend evening public engagement sessions. The consultations will introduce the employee population to the Study and to gain feedback on what are the positive attributes of the Study Area, and what improvements could be made to improve the environment for the employee population.

The Vendor will contribute to the development of an Employee Travel Survey, to be delivered by the Planning Study’s consultant team and the City’s Environment and Energy Office.

The Vendor will contribute to the preparation of a summary of the Task to be designed and delivered by the Planning Study’s consultant team for posting on the project website.

**Task 6 – Visioning Workshop (Community Meeting #2)**

The Vendor is not responsible for organizing or coordinating the Visioning Workshop but is expected to be present and act as a resource for issues related to the economic health and potential of the Study Area, and to be prepared to answer questions.

Community Meeting #2, the Visioning Workshop, will be a full-day event scheduled to occur no later than September 25th, 2015. The Vendor will have completed Tasks 3, and 5 prior to the workshop.

The purpose of the Visioning Workshop is for the City's Planning Study consultant team to undertake in-depth engagement with the aim of developing testing and refining draft Guiding Principles for the planning and design components of the Planning Study and creating visions and design alternatives for the Planning Study Core Study Area. These design principles will form the basis for an improved transportation network and public realm to be developed over Phase 2 of the Planning Study. In advance of the public meeting, the Vendor will provide feedback on the economic development implications of various design scenarios, including block dimensions, road networks, and employee access to amenities in the public realm.

Through the Study Design stage (Task 1), the Vendor and Project Lead will determine if specific presentation materials related to the Economic Potential Analysis will be required for the Visioning Workshop. If presentation materials will be required, draft must be supplied to the Project Lead five business days in advance of the Visioning Workshop for review and comment. The Project Lead must be provided with a draft final version one business day in advance of the Visioning Workshop for final approval.

All final presentation materials must be made available to the Project Lead within one business day following the Project Launch for posting on the project website. The meeting summary, to be prepared
by the Planning Study consultant team, will be available within five business days for posting on the project website.

Task 7 - Background Report

The Vendor will prepare a Background Report which will provide clear, complete documentation of Phase 1. The Background Report will be completed no later than October 16th, 2015. The Vendor should allow for at least two iterations of the draft Background Report before it is finalized and provide sufficient time for the City, and other relevant stakeholder to review. The Background Report will form the basis of a report by City Staff to Committees/Council.

The Background Report will include:
- An executive summary
- An overview of the project
- A summary of outcomes of Tasks 2 and 3 including a clear and concise description of the work undertaken.
- A consultation summary including:
  - a summary of Employee Targeted Outreach and review of the outcomes of the Employee Travel Survey (Task 5)
- All technical data collected and the results of various analyses will be provided as appendices.

The Vendor will provide two printed copies of the Background Report to the Project Lead and will provide one electronic copy of the final Background Report in accessible PDF format, and all graphics and data files in their original formats such as TIFF, EPS, DGN, DWG, AI, PSD, PDF and high resolution JPEG for image files.

Phase 1 Deliverables:

The Phase 1 Deliverables are:
- Final Study Design
- All data analysis undertaken in Phase 1 – Tasks 2 and 3 (to be supplied in appendix form as part of the Background Report)
- Presentations and other materials required for the Project Launch, Employee Targeted Outreach and the Visioning Workshop
- Background Report

Phase 2 Final Analysis and Recommendations

Phase 2 consists of tasks 8 and 9, as set out below.

Task 8 – Evaluation of Development and Employment Potential

In Phase 2, the Vendor will undertake the evaluation of the potential for future employment growth, tenant attraction and non-residential investment in the Study Area. The Vendor will be required, at minimum, to complete the following in Task 8:

Recommendations, Inputs and Alignment with the Planning Study
- Assess the impact of the proposed alternative transportation networks and potential development scenarios as prepared by the Planning Study’s consultant team, and the implementation of the Sheppard Avenue LRT on the Study Area.
- In consultation with the Planning Study’s consultant team, and through analysis of the results of the Employee Travel Survey, recommend how the Transportation Master Plan can most effectively support employment growth in the Study Area.
• Provide input to the design alternatives for the Planning Study Core Study Area as developed by the City’s Planning Study consultant team. The role of the Vendor will be to ensure that the design alternatives being developed by the Planning Study consultant team will enhance and improve the economic potential of the Study Area. The Vendor will communicate to the Project Lead if any of the design alternatives being pursued by the Planning Study consultant team will have a negative impact on the existing and potential future employment functions of the Business Park.

Market Review of the Study Area
• 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.
• Outline any threats to the continued vitality of the Study Area as an employment area and identify which local amenities should be pursued to improve the profile of the Business Park for firms and employees.

Real Estate Analysis and Policy Recommendations
• Recommend amenities and/or City policies that would increase demand for leaseable space and/or new non-residential development, and coordinate these recommendations with work being undertaken by the City’s Planning Study consultant team to develop design alternatives for the Planning Study Core Study Area.
• Develop a pro forma analysis for one or more representative new non-residential developments in the Study Area that demonstrates the financial viability of such projects.
• Provide the Project Lead with an understanding of the financial viability of new non-residential developments in the Study Area, in comparison with other office-based employment districts in Toronto and appropriate examples from elsewhere in the GTA.
• Recommend how City policy and programs can most effectively help attract tenants and/or development. Recommend what, if any, new policy or programs (which would permitted through the existing framework of Provincial legislation) should be developed with the aim of enhancing the economic potential of the Business Park. Recommend strategies and tactics for policy implementation.

City Wide Implications and Recommendations
• Assess the applicability of the outcomes from Tasks 2, 3, 5, and 8 to outer core office-based Employment Districts across Toronto.
• Develop principles for provision of employment-oriented amenities that can be implemented by the City or by private employers in partnership with the City to increase the attractiveness of outer core office-based Employment Districts across Toronto.

Task 9 – Presenting Alternatives (Community Meeting #3)

The purpose of Community Meeting #3 is for the City’s Planning Study consultant team to present the design alternatives and guidelines that were generated as an outcome of the Visioning Workshop. The Planning Study consultant team will prepare materials that will describe the design and technical merits of each alternative to a broad audience.

The Vendor is not responsible for organizing or coordinating Community Meeting #3, but is expected to be present, present their findings as developed in Task 8, and act as a resource for issues related to the impact of design alternatives on the economic potential of the Study Area.
Task 10 – Final Report

The Vendor will prepare a final Economic Potential Study Report, to be completed no later than April 16th, 2016. The Vendor should allow for at least two iterations of the draft Final Report before it is finalized and provide sufficient time for the City and other relevant stakeholder to review. The Final Report will form the basis of a report by City Staff to Committees/Council.

The Final Report will include:
- An executive summary
- An overview of the project
- A summary of outcomes of Tasks 8 and 9 including a clear and concise description of the work undertaken
- All technical data collected and the results of various analyses will be provided as appendices

The Vendor will provide five printed copies of the Final Report to the Project Lead and will provide one electronic copy of the Final Report in accessible PDF format, and all graphics and data files in their original formats such as TIFF, EPS, DGN, DWG, AI, PSD, PDF and high resolution JPEG for image files.

Phase 2 Deliverables:

The Phase 2 Deliverables are:
- All analysis undertaken in Phase 2 – Task 8 (to be supplied in appendix form as part of the Final Report)
- Final Report

3.3 Roles and Responsibilities

3.3.1 The Vendor:

The Vendor will provide a well-managed, timely process. In addition to the work described in Section 3.2, the Vendor is responsible for producing the required reports according to the terms of reference, and:

- Providing regular progress reports to the Project Lead as the situation warrants, including meetings or correspondence with City staff through the Project Lead. Proponents will include in their Proposals the proposed approach and schedule of communication to ensure timely completion of the study tasks;
- Providing technical support to City staff for their presentations to Committees and Council
- Attendance at all Public Consultation Events
- AODA Compliance: 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.
- 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

3.3.2 The City of Toronto:

The Project Lead 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, Planning Study consultant team, City staff and members of Council, as required
- Monitoring of the Vendor’s work
- Ensuring the compatibility of the study with emerging City policy
- Final Approval of all deliverables
- Organization of the location and notice for the Public Engagement Events and TAC
- Presentation to Committees and Council meetings
- Release of any communication material (print or electronic) related to the project
- Managing and hosting the project website and presence on social media

In addition, the City will be responsible for:

- Undertaking Consumers Road Business Park and Area Planning Study with a separate consultant team retained through a separate procurement process, as outlined in Section 2.2
- Undertaking the Community Services and Facilities Strategy for the Study Area, as outlined in Section 2.2

3.4 Future/Follow-on Work

The City reserves the option to retain the Vendor to provide technical support to City staff during Phase 3 of the Planning Study (Q2 2016-Q3 2016) and Phase 4: Implementation (Q3 2016-Q2 2017) in support of the study findings and any resulting planning documents.

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 8.

4 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

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 Proposal in accordance with Section 5.2 including the mandatory forms and mandatory technical submission requirements.

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

Stage 2 – Technical Portion of the Proposal

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 Proposal using the evaluation table in Appendix E.

The detailed technical portion of the Proposal evaluation shall be based on multiple criteria, as follows:

- Proponent Profile
- Experience and Qualifications of the Proponent
- Proposed Staff Team and Resources
- Understanding of the Project and Proposed Approach
- Study Design and Deliverables
- Cost Control

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

A short list of up to three (3) top-scoring Proponents may be selected and the City may validate the 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 results to revise, refine and finalize the score for the technical 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 76% or 65 points or better, the Proposal will not be considered further.

Stage 4 – Cost of Services

A Proponent’s technical portion of the Proposal must score a minimum of 76% (or 65 of 85 points) for the Cost of Services to be evaluated.
Proponents’ fees are calculated as follows: the lowest cost Proposal received 15 points, and the remaining Proposals are assigned points based on the following formula: (lowest priced Proposal divided by price of next Proposal) x 15.

A total Score will be calculated for Proposals that achieve a technical Proposal score of 76% of 65 points or better. The Total Score will be the sum of the technical portion of the Proposal 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 in Total Score, the Proponent achieving the highest score for its technical portion of the Proposal will be ranked first overall.

4.4 Schedule of Events

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue Date</td>
<td>March 16, 2015</td>
</tr>
<tr>
<td>Deadline for Proponent Questions</td>
<td>March 23, 2015 @ 12:00noon</td>
</tr>
<tr>
<td>Last day for Issuing an Addendum (if required)</td>
<td>March 25, 2015</td>
</tr>
<tr>
<td>RFP Closing Date</td>
<td>March 31, 2015 @ 12:00noon</td>
</tr>
<tr>
<td>Date Evaluation Expected to be Complete</td>
<td>April 10, 2015</td>
</tr>
<tr>
<td>Date for Interviews (if required)</td>
<td>Week of April 13, 2015</td>
</tr>
<tr>
<td>Approval and Award Date</td>
<td>Mid-April 2015</td>
</tr>
</tbody>
</table>

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, if required

A Proponent whose written Proposal has met or exceeded the minimum score for the technical portion of the Proposal in Stage 2 of the evaluation 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 for Stage 2. 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 an 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 10 pages, double sided, (for a total of 20 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 six (6) 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 Proponent 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) Proposals shall identify a ‘prime Proponent’ who shall represent the team to the City by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of the Agreement. The Proposal should identify all associate firms or sub-consultants working with or under the prime Proponent in either a sub-contracting or consortium relationship.

   b) 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;

(c) 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. If the Proponent is a member of a consortium, provide a description of the relationship(s) between consortium members. 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 (including specific experience of named team members) with other similar projects

2. An overview of the Proponent’s (including specific reference to named team members) skills, experience and expertise in a full range of disciplines necessary for the delivery of the project and its discrete tasks. The range of skills required is set out in Section 2.

3. A description of the experience of the prime Proponent as a project team manager facilitating and managing a multi-disciplinary consultant team and ensuring the integration of different consultant disciplines into projects that involve investigating alternatives and forming recommendations.

4. 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 – Understanding of the Project and Proposed Approach

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:
   - a description outlining the goals and objectives of the project as understood by the Proponent;
   - the detailed requirements/characteristics of the project;
   - the deliverables/outcomes that will be provided as part of the project;
   - a summary of risks/problems/issues associated with the work and how they will be mitigated.

Subsection 6 – Study Design 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 Study Design indicating the project method, schedule, Gantt chart, tasks, timelines and milestones, projected completion timelines for each phase of the project, and deliverables. The work plan should clearly define key dates for drafts of major deliverables and for final versions of major deliverables.

2. An estimated overall timeline of the project, including an indication of how soon you could commence work, with targeted completion outlined in Section 2.4.

3. For each deliverable provide sufficient detail for the reviewers to evaluate the value of the effort expended.
4. Proposed project staffing over the assignment period should include numbers by “classification” for key staff as well as all other staff.

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

**Subsection 7 – 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.

**Subsection 8 – Cost of Services**

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.

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. Optional and/or Additional Pricing

The Proponent must clearly indicate in its Proposal and on the Price Detail Form specific Services and products which are additional or optional and which are excluded from the Total Proposal Price for Services, i.e., Core Pricing.

Include an hourly fee schedule for all levels of Proponent’s professional, managerial and clerical staff with respect to services not covered (e.g. customization services) and rates for disbursements.

A detailed cost summary of exclusions along with justification for the need must be provided.

D. 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 AHP@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 AHP@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.
(5) 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.
# APPENDICES

## APPENDIX A

RFP PROCESS TERMS AND CONDITIONS

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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 Vendor) 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

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](http://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 Vendor for this project may participate in subsequent/other City projects provided the Vendor 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 Vendor.

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 Vendor;

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

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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 judgments (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 judgments (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:
   
   (i) is in the amount of not less than Two Million Dollars ($2,000,000.00), per occurrence;

   (ii) adds the City of Toronto as an additional insured;

   (iii) includes Non Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the services;

   (iv) 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:

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

   (ii) will extend to infringement of copyright and other intellectual property, including misuse of trade secrets, if appropriate.
Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period of time ending no sooner than TWO YEARS after the termination or expiry of this Agreement, as the case may be.

3. Automobile Liability insurance with a minimum limit of One Million Dollars ($1,000,000) for all owned or leased licensed motorized vehicles used in the performance of services.

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 of City Planning or his 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 of City Planning or his 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

FORM 7: City of Toronto Accessible Customer Service Training Requirements: Contractors, Consultants and other Service Providers
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 is 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

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>1. We do not offer this service.</th>
<th>Other reasons or additional comments.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. We do not offer services to these requirements.</td>
<td></td>
</tr>
<tr>
<td>3. Unable to offer services competitively.</td>
<td></td>
</tr>
<tr>
<td>4. Cannot handle due to present commitments.</td>
<td></td>
</tr>
<tr>
<td>5. Quantity/project too large.</td>
<td></td>
</tr>
<tr>
<td>6. Cannot meet delivery/completion requirements.</td>
<td></td>
</tr>
<tr>
<td>7. Licensing restrictions.</td>
<td></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
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
City of Toronto Accessible Customer Service Training Requirements:
Contractors, Consultants and other Service Providers

The City of Toronto supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA), 2005 and is committed to providing equal treatment and equitable benefits of City services, programs and facilities in a manner that respects the dignity and independence of people with disabilities.

Under section 6 of the Accessibility Standard for Customer Service, O. Reg. 429/07 (Appendix A), established by the AODA, the City of Toronto must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with members of the public or other third parties on behalf of the City or, who participate in developing City policies, practices or procedures on the provision of goods and services receive training on accessible customer service.

All personnel must complete training that meets the requirements of the Accessible Customer Service regulation and includes:

- An overview of the AODA
- Understanding the requirements of the Regulation
- How to interact and communicate with persons with various types of disabilities;
- How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support;
- How to use equipment or devices available on the provider’s premises or otherwise provided by the provider to people with disabilities to access goods or services; and
- What to do if a person with a particular type of disability is having difficulty accessing the provider’s goods or services.

Third party contractors and other service providers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. Contractors are required to ensure that this information is available, if requested by the City of Toronto.

Access an e-learning course:
The training requirements can be fulfilled by completing the e-Learning course “Serve-ability: Transforming Ontario’s Customer Service”, which can be found on the Ministry of Community and Social Services website:
http://www.mcss.gov.on.ca/mcss/serve-ability/splash.html

For more information:
How to comply with the Accessible Customer Service Standard at: www.accessON.ca/compliance

Requirements of the Accessibility Standards for Customer Service (Ontario Regulation 429/07):
APPENDIX D  
PRICE DETAIL FORM

For instructions on completing this form, see Section 5.3, Subsection 8.

Proponents must submit a total fixed price fee for the work as per Section 3.0, inclusive of all taxes and disbursements.

Proponents must include a total breakdown of the following, and must fill out the pricing in the price detail forms as provided, below:

A. Professional Fees

Include a per diem rate and hourly fee schedule for all levels of Proponents’ professional, managerial and clerical staff for each phase of the Study. In rows labeled ‘Other’ in the ‘Consultant Type’ column, the Proponent should use the space provided to specify the disciple or area of expertise of each consultant.

B. to D. Costs per Phase

For each Phase, include an itemized breakdown of the Proposal cost by phase element and activity, based on team members’ hours and hourly rates. Include time associated with meetings with staff.

In the column titled ‘Other Elements’ Proponents should include any costs that will be necessary to complete the Study that they feel are not captured in other columns. Note the nature of the activities or services that will result in these costs.

E. Total Price Summary

Complete this table by tallying the costs shown in tables B, C, D, E

F. Ontario Municipal Board Fees

The Proponent should provide the hourly fees that would be associated with providing evidence at an Ontario Municipal Board hearing.
A. Professional Fees Form

Include a per diem rate and hourly fee schedule for all levels of Proponents’ professional, managerial and clerical staff outlined in Section 5.3, Subsection 6. In rows labeled ‘Other’ in the ‘Consultant Type’ column, the Proponent should use the space provided to specify the disciple or area of expertise of each consultant.

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Senior Consultant</th>
<th>Support Consultant A</th>
<th>Support Consultant B</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Per Diem Rate ($/day)*</td>
<td>Hourly Fee ($/hour)</td>
<td>Per Diem Rate ($/day)*</td>
</tr>
<tr>
<td>1. Economic Development</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2. Other (specify):</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3. Other (specify):</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

* Per Diem consists of seven hours
B. Phase 1 – Costs: Phase 1 Background Analysis

Include an itemized breakdown of the Proposal cost by area of study and phase element, based on team members' hours and hourly rates. Include time associated with meetings with staff. In the column labeled ‘Other elements’ include any costs that will be necessary to complete the Phase 1 of the Study that you feel are not captured in other columns. Note the nature of the activities or services that will result in these costs.

<table>
<thead>
<tr>
<th>Consultant Type</th>
<th>Study Design*</th>
<th>Background Review*</th>
<th>Opportunities &amp; Constraints*</th>
<th>Engagement*</th>
<th>Report Preparation*</th>
<th>Other (Specify)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Economic Development</td>
<td>Senior</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Support A</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td></td>
<td>Support B</td>
<td>$</td>
<td>$</td>
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<td></td>
<td>Support A</td>
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<td></td>
<td>Support B</td>
<td>$</td>
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<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2. Other (specify)</td>
<td>Senior</td>
<td>$</td>
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</tr>
<tr>
<td></td>
<td>Support A</td>
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<td></td>
<td>Support B</td>
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<tr>
<td>3. Other (specify)</td>
<td>Senior</td>
<td>$</td>
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<td>Support A</td>
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<td></td>
<td>Support B</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4. Subtotals by Cost</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5. Phase 1 Subtotal</td>
<td>$</td>
<td>[Sum of Row 4]</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

*This rate is the total rate based on the identified team member's hours multiplied by the hourly rate as indicated in Table A – Professional Fees.
C. Phase 2 – Costs: Phase 2 Final Analysis and Recommendations

Include an itemized breakdown of the Proposal cost by area of study and phase element, **based on team members’ hours and hourly rates**. Include time associated with meetings with staff. In the column labeled ‘Other elements’ include any costs that will be necessary to complete the Phase 2 of the Study that you feel are not captured in other columns. Note the nature of the activities or services that will result in these costs.

<table>
<thead>
<tr>
<th>Consultant Type</th>
<th>Evaluation of Development and Economic Potential*</th>
<th>Engagement*</th>
<th>Final Report*</th>
<th>Other (Specify)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Economic Development</td>
<td>Senior</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Support A</td>
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<tr>
<td></td>
<td>Support B</td>
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</tr>
<tr>
<td>2. Other (specify)</td>
<td>Senior</td>
<td>$</td>
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<td></td>
<td>Support A</td>
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<td>Support B</td>
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<td>3. Other (specify)</td>
<td>Senior</td>
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<td>Support A</td>
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<td>Support B</td>
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<tr>
<td>4. Subtotals by Cost</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

*This rate is the total rate based on the identified team member’s hours multiplied by the hourly rate as indicated in Table A – Professional Fees
D. Costs: Potential Follow-on Work

The City reserves the option to retain the Vendor to provide technical support to City staff during Phase 3 of the related Planning Study (Q2 2016-Q3 2016), and Phase 4: Implementation (Q3 2016-Q2 2017) in support of the study findings and any resulting planning documents. Proponents should provide in the table below the hourly fees that would be associated with this type of work.

<table>
<thead>
<tr>
<th>Consultant Type</th>
<th>Technical Support (Planning Study)*</th>
<th>Technical Support (Implementation)*</th>
<th>Other (Specify)*</th>
<th>Other (Specify)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Economic Development</td>
<td>Senior $</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Support A $</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td></td>
<td>Support B $</td>
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<td>$</td>
<td>$</td>
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<tr>
<td>2. Other (specify)</td>
<td>Senior $</td>
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<td></td>
<td>Support A $</td>
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<td>Support B $</td>
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<tr>
<td>3. Other (specify)</td>
<td>Senior $</td>
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<td></td>
<td>Support A $</td>
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<td></td>
<td>Support B $</td>
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</tr>
<tr>
<td>4. Subtotals by Cost</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

*This rate is the total rate based on the identified team member's hours multiplied by the hourly rate as indicated in Table A – Professional Fees
E. Total Price Summary

Provide a summary of the costs per phase as identified in Line 10 of tables B, C, and D.

<table>
<thead>
<tr>
<th>Cost Summary</th>
<th>Form</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Phase 1</td>
<td>B</td>
<td>$</td>
</tr>
<tr>
<td>2. Phase 2</td>
<td>C</td>
<td>$</td>
</tr>
<tr>
<td>3. Future Follow-on Work</td>
<td>D</td>
<td>$</td>
</tr>
<tr>
<td>4. Total * (Forms B, C, D)</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

* This line item will be used to calculate the cost of services score
F. Ontario Municipal Board Hearing Fees

Proponents should provide in the table below the hourly fees that would be associated with this type of work in the event that the Proponent is required to provide evidence at an Ontario Municipal Board Hearing.

<table>
<thead>
<tr>
<th>Consultant Type</th>
<th>Senior Consultant</th>
<th>Support Consultant A</th>
<th>Support Consultant B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem Rate ($/day)*</td>
<td>Per Diem Rate ($/day)*</td>
<td>Hourly Fee ($/hr)</td>
<td>Hourly Fee ($/hr)</td>
</tr>
<tr>
<td>1. Economic Development Consultant</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2. Other specialist (specify):</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3. Other specialist (specify):</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

* Per Diem consists of seven hours
APPENDIX E
PROPOSAL EVALUATION TABLE

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Available Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Stage 1: Mandatory Requirements</strong></td>
<td></td>
</tr>
<tr>
<td>Compliance with mandatory submission requirements (see Section 5.2)</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td><strong>Stage 2: Technical Proposal (Proposal Structure, Attributes and Content)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>A. Proponent Profile and Cost Control</strong></td>
<td>5</td>
</tr>
<tr>
<td>i) Appropriate professional, technical expertise and experience required to complete the Study and demonstration of team members’ qualifications</td>
<td></td>
</tr>
<tr>
<td>ii) proposed methodology for Proponent’s resource planning, cost estimation, cost budgeting, and cost control measures</td>
<td></td>
</tr>
<tr>
<td><strong>B. Experience and Qualifications of the Proponent</strong></td>
<td>25</td>
</tr>
<tr>
<td>Experience and quality of the Proponent relevant to this Study according to the specific tasks in the scope of work:</td>
<td></td>
</tr>
<tr>
<td>i) Tasks 2 and 3: Background Review and Existing Conditions and Opportunities and Constraints Analysis</td>
<td></td>
</tr>
<tr>
<td>ii) Tasks 4, 5, 6, 9: Engagement</td>
<td></td>
</tr>
<tr>
<td>iii) Task 8: Evaluation of Development and Economic Potential</td>
<td></td>
</tr>
<tr>
<td>iv) Tasks 7 and 10: Reporting</td>
<td></td>
</tr>
<tr>
<td><strong>C. Proposed Staff Team Resources</strong></td>
<td>15</td>
</tr>
<tr>
<td>i) Time commitment and experience of the project lead</td>
<td></td>
</tr>
<tr>
<td>ii) Appropriate allocation of staff time to specific tasks</td>
<td></td>
</tr>
<tr>
<td><strong>D. Understanding of the Project and Proposed Approach</strong></td>
<td>25</td>
</tr>
<tr>
<td>i) Understanding and approach to achieving the Project’s goals and objectives</td>
<td></td>
</tr>
<tr>
<td>ii) Approach and Philosophy for undertaking the work</td>
<td></td>
</tr>
<tr>
<td>iii) Understanding of the Project in the context of planning and design to support employment areas</td>
<td></td>
</tr>
<tr>
<td><strong>E. Study Design and Deliverables</strong></td>
<td>15</td>
</tr>
<tr>
<td>i) Proposed Study Design and Timelines</td>
<td></td>
</tr>
<tr>
<td>ii) Approach to Project delivery requirements</td>
<td></td>
</tr>
<tr>
<td>iii) New ideas, unique insight, value-added opportunities</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>85</td>
</tr>
<tr>
<td><strong>Stage 3: Interview/Preparation</strong></td>
<td></td>
</tr>
<tr>
<td>i) Detailed reference checks</td>
<td>N/A</td>
</tr>
<tr>
<td>ii) Interview and Presentation</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>85</td>
</tr>
<tr>
<td><strong>Stage 4: Cost of Services</strong></td>
<td></td>
</tr>
<tr>
<td>Proponents must meet or exceed a minimum threshold of 76% or 65 of 85 points in Stage 2 in order to be further considered for cost of services.</td>
<td>15</td>
</tr>
<tr>
<td>The lowest priced Proposal receives 15 points; and the remaining Proposals are assigned points based on the following formula:</td>
<td></td>
</tr>
<tr>
<td>(lowest cost Proposal ÷ Proponent’s Proposal cost) x 15</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SCORE</strong></td>
<td>100</td>
</tr>
</tbody>
</table>
Consumers Road Business Park & Area Planning Study:
Transportation Master Plan Study Area

- Transportation Master Plan Study Area
- Community Services & Facilities Strategy Study Area

City Planning Division

February 2015
APPENDIX G
LIST OF DATA, DATA SETS, AND INFORMATION TO BE PROVIDED TO THE VENDOR BY THE CITY OF TORONTO

1. Economic and Development Data Sets

- Toronto Employment Survey data
  Annual survey of Toronto businesses that includes for each place of business full and part-time employment counts, number of years at current location, and activity/industry.

- Place of Work data from 2006 Census
  Various characteristics of the employed labour force in each City of Toronto census tract including wage data, industries and occupations. Also includes commuting tables showing starting point of trips that end in the Study Area and modal split.

- MPAC Assessment data
  Assessed value for the properties in the study area over time and the applicable property code to determine tax rates.

- Building Permit data from the Integrated Business Management System
  Includes detailed information including the value of building permits issued in the study area over time.

- Real Estate Data
  Total office space inventory by class, occupied space, vacancy rates and average rental rates in the Study Area for Q4 2014. The City is unable to provide data for individual buildings but the Vendor may have access to other real estate market research products that do provide this information.

2. Mapping and Land Use

The Vendor should note that some data will be available through OpenData at this location:
http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=1a66e03bb8d1e310VgnVCM10000071d60f89RCRD

- Study Area Boundary
- Ortho Aerial Photography – 2012 (georeferenced) (OpenData)
- Ortho Historical Aerial Photography – from 1939, 1954, 1965
- INview - Capital Works Template Data Map for Study Area
- Growth Plan for the Greater Golden Horseshoe, Ontario Government – (OpenData)
- Sheppard Ave LRT
  - Environmental Assessment Report
  - Functional Design / Draft Reference Document (when available)
- Sheppard Ave East Subway Corridor Secondary Plan
- Zoning
  - Former North York 7625
  - City of Toronto Zoning By-law 569-2013
    http://map.toronto.ca/maps/map.jsp?app=ZBL_CONSULT
- Ward Boundaries (OpenData)
- Street Network
  - Street Type (Major Arterial, Local, Collector, etc.) (Geospatial Competency Centre)
  - Street Type in Streetscape Manual
• TTC Routes and Stations (OpenData)
  o Subway Stations
  o Bus stops
• Paths and Trails (from Geospatial Competency Centre) (OpenData)
• Cycling Routes (centreline from Geospatial Competency Centre) (OpenData)
• Topography
  o Contour Lines (from Geospatial Competency Centre)
  o DTM (Digital Terrain Model) / TIN (Triangular Irregular Network) Model
• Rivers (centreline from Geospatial Competency Centre) (OpenData)
• Ravines and Natural Features Protection Ravine Bylaw Area (2008) (from Geospatial Competency Centre)
• TRCA Boundaries
• Tree Cover
  o Street Tree inventory shapefile (from Geospatial Competency Centre) (OpenData)
  o Tree Cover (ESM Topo)
• Streets / Blocks / Parcels (from Geospatial Competency Centre) (OpenData)
• Existing Built Form – building footprints (Core Study Area only)
• Building 3D Massing (OpenData)
• Development Pipeline
• Designated and Listed Heritage Resources
• Areas of Archeological Potential
• Parks
  o Type of Park (Destination, District, Greenway, City Wide, Neighbourhood, and Parkette) (OpenData)
  o Planned Parks
• Schools and Other Semi Public Open Spaces (from Geospatial Competency Centre) (OpenData)
• Institutions and Services - Libraries, Community Centres, Recreation Centres, Pools, Hospitals, Places of Worship, Child Care Centres, Social Housing
• Safety – Fire, Policy and EMS Stations (from Geospatial Competency Centre)
• Properties in City Ownership
• Attractions – Family Resource Centre, Super Market, Shopping Centre, Community / Assembly Hall, Hospital, Library, School, Sport Complex, Government Building, Fire Station, Other Recreational Facility, Place of Worship, Police Stations, etc
• Traffic Signal locations and Pedestrian Crossings (OpenData)

3. The following data and documents are available for review by all proponents prior to the submission of a Proposal:

• Vibrant Streets – Toronto’s Coordinated Street Furniture Program (September 2008) –
• Toronto’s Inventory of Heritage Properties –
  http://www.toronto.ca/heritage-preservation/heritage_properties_inventory.htm
• Toronto’s Official Plan –
  http://www.toronto.ca/planning/official_plan/introduction.htm
• Zoning Project
  http://www.toronto.ca/zoning/index.htm
• Toronto Bike Plan –
  http://www.toronto.ca/cycling/bikeplan/index.htm
• Toronto Pedestrian Charter –
http://www.toronto.ca/transportation/walking/charter.htm

- Toronto Green Standard - http://www.toronto.ca/planning/environment/greendevelopment.htm
- Coordinated Street Furniture Program