

August 20, 2004

NOTICE TO POTENTIAL PROPONENTS

**REQUEST FOR PROPOSAL No. 9118-04-7316
AVENUE URBAN DESIGN STUDIES**

Attached is the Request for Proposal document for the provision of avenue urban design studies on behalf of the Urban Development Services Department, City Planning Division.

Please review the document and submit your Proposal to the address noted below by **12:00 noon (local time) on September 15, 2004.**

Proposals will not be considered unless:

1. Received by the date and time specified above; and
2. Received at the address specified below; and
3. Contain the signed PROPOSAL SUBMISSION FORM, and
4. Contain the signed RIGHT TO REJECT DEBTORS POLICY DECLARATION located in the appendices.

The envelope used to submit your Proposal must be clearly marked as follows:

COMPANY NAME: _____

RFP NO. 9118-04-7316

CLOSING DATE: 12:00 Noon, (local time), September 15, 2004

DELIVER TO: Chief Financial Officer and Treasurer
Finance Department
Purchasing and Materials Management Division
18th Floor, West Tower, City Hall
100 Queen Street West
Toronto, Ontario M5H 2N2

If further information is required regarding this Request for Proposal contact Gary Wright at (416) 394-8211 or on Purchasing related matters contact Claudia Enriquez at (416) 397-4803.

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

**Tenders, Requests for Quotation/ Proposals/Sales are advertised on the City of Toronto Website:
www.toronto.ca**



PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL NO. 9118-04-7316
AVENUE URBAN DESIGN STUDIES
CLOSING: 12:00 NOON (local time) September 15, 2004

I/WE HEREBY SUBMIT MY/OUR PROPOSAL FOR THE PROVISION OF THE GOODS AND/OR SERVICES AS DESCRIBED WITHIN THE REQUEST FOR PROPOSAL DOCUMENT FOR THE ABOVE NAMED PROJECT.

I/WE HAVE CAREFULLY EXAMINED THE DOCUMENTS AND HAVE A CLEAR AND COMPREHENSIVE KNOWLEDGE OF THE REQUIREMENTS AND HAVE SUBMITTED ALL RELEVANT DATA. I/WE AGREE, IF SELECTED TO PROVIDE THOSE GOODS AND/OR SERVICES TO THE CITY IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE PROPOSAL DOCUMENT AND OUR SUBMISSION.

TOTAL PRICE
(INCLUDING ALL APPLICABLE TAXES IN LEGAL CURRENCY OF CANADA):\$ _____

STATE TERMS FOR PROMPT PAYMENT IF OTHER THAN NET 30 DAYS:
ACKNOWLEDGE RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

SUBMITTED BY:

(PROPONENT'S FULL LEGAL NAME)

ADDRESS: _____ TELEPHONE NO. _____

FAX NO. _____

DATE: _____

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED INFORMAL.

FOR YOUR CONVENIENCE YOU MAY AFFIX THIS ADDRESS LABEL TO THE ENVELOPE CONTAINING YOUR SUBMISSION.

.....CUT HERE.....

FIRM NAME: _____

REQUEST FOR PROPOSAL NO. 9118-04-7316
AVENUE URBAN DESIGN STUDIES
CLOSING: 12:00 Noon, (local time), September 15, 2004.

TO: CHIEF FINANCIAL OFFICER AND TREASURER
FINANCE DEPARTMENT
PURCHASING AND MATERIALS MANAGEMENT DIVISION
18TH FLOOR, WEST TOWER, CITY HALL
100 QUEEN STREET WEST
TORONTO, ONTARIO M5H 2N2
CANADA

.....CUT HERE.....

NOTE:

SHOULD YOU DECIDE TO USE YOUR OWN RETURN ENVELOPE IN LIEU OF THE LABEL PROVIDED ABOVE, THE FRONT OF YOUR ENVELOPE MUST INDICATE ALL OF THE INFORMATION SHOWN ON THE ABOVE LABEL.

PURCHASING AND MATERIALS MANAGEMENT CANNOT BE HELD RESPONSIBLE FOR DOCUMENTS SUBMITTED IN ENVELOPES THAT ARE NOT LABELLED IN ACCORDANCE WITH THE ABOVE INSTRUCTIONS.

IF YOU HAVE ANY QUESTIONS FEEL FREE TO CONTACT THE PURCHASING OFFICER REFERRED TO ON THE REQUEST FOR PROPOSAL DOCUMENT.



REQUEST FOR PROPOSAL NO. 9118-04-7316

FOR

AVENUE URBAN DESIGN STUDIES

FOR

**URBAN DEVELOPMENT SERVICES DEPARTMENT
CITY PLANNING DIVISION**

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1.0 INTRODUCTION

1.1 Invitation

Under the direction of the Commissioner of Urban Development Services (the “Commissioner”), the City of Toronto is seeking proposals from qualified firms to work with stakeholders to create urban design visions that can be translated into new zoning by-laws, for mixed use corridors. The corridors are part of the City’s Avenues Program as outlined in the new Official Plan. The City may choose one consultant or multiple consultants to do this work. Proponents are free to submit for one study or multiple studies, and submissions will be evaluated on their individual merits, per study.

1.2 City of Toronto Overview

With a population of 2.5 million people, Toronto is Canada’s largest most diverse city and continues to grow by offering a high quality of life, an excellent business climate and an active citizenry. Developed during the early to mid 1900’s these Toronto streets are typical mixed use corridors lined with two- to three-storey buildings with ground floor retail and apartments above. In undertaking this plan, the City intends to augment current activities that include rezoning, beautification, façade improvements, stormwater and traffic management improvements. Additional information about this corridor is available at www.toronto.ca.

1.3 Project Background

The City of Toronto has recently adopted a New Official Plan (the “Plan”) to replace the existing Official Plans of the former six local municipalities and the former Metropolitan Toronto. The new plan is both visionary and strategic. It departs from the traditional land use approach, focussing on opportunities for renewal and reinvestment, and finding new ways to direct and manage the physical, social, and economic development of the City. The overriding objective will be to maintain and improve the Quality of Life in Toronto.

The purpose of the Plan is to direct physical growth by:

- ♦ identifying areas where the City wishes to see that growth occur;
- ♦ focussing civic resources to ignite that change; and
- ♦ creating a new regulatory framework that allows development to proceed quickly with a degree of design flexibility yet continuing to provide the broader community a level of certainty about the character and form of development.

2.0 THE AVENUES

The grid of Toronto’s early concession roads is one of the most important legacies of the original settlement of Toronto. These roads were Toronto’s first real plan, and continue to define Toronto’s main arteries of movement, drawing together disparate parts of the City and linking us with the larger region. They have provided the City with the ability to put in place a comprehensive network of bus and streetcar lines which will be key to meeting the goal of reducing our reliance on the automobile. The opportunities for reurbanization through the Avenues are greatest in the post-war City: areas that were urbanized for the first time during the 1950s, 1960s and 1970s. Achieving appropriate, high quality development on the Avenues that significantly increases the range of housing choices in the City is one of the key challenges of the Official Plan.

The Avenues are important corridors along major streets where reurbanization and intensification can create new housing and jobs while improving the pedestrian environment, the look of the street, shopping opportunities and transit service for community residents.

Each Avenue is different in terms of lot sizes and configuration, street width, existing uses, neighbouring uses, transit service and streetscape potential. There is no 'one size fits all' program for the Avenues. A framework for change will be tailored to the situation of each Avenue through a local Avenue study that will involve local residents, businesses and other stakeholders for each Avenue, or sections of longer Avenues. Each Avenue study will contain a vision and an implementation plan to show:

- ♦ how mid-rise, mixed use buildings can be introduced;
- ♦ how the streetscape and pedestrian environment can be improved;
- ♦ where public open space can be created and existing parks improved;
- ♦ where trees should be planted; and
- ♦ how use of the road allowance can be optimized and transit service enhanced.

These changes to benefit new and established community residents may be gradually implemented as funding and opportunities present themselves and development proceeds.

The Avenues will be transformed incrementally. They will change building-by-building over a number of years. The framework for new development on each Avenue will be established by a new zoning by-law and design guidelines created in consultation with the local community. The zoning by-law will set out the mix of uses, heights, densities, setbacks and other zoning standards.

The growth and redevelopment of the Avenues should be supported by high quality transit services, including priority measures for buses and streetcars, combined with urban design and traffic engineering practices that promote a street that is safe, comfortable and attractive for pedestrians and cyclists.

Proponents are encouraged to address the feasibility of mid-rise buildings on Avenues including proposals and ideas to enhance their economic proforma. Such ideas may include: tax incentives, parking reductions, loading and garbage requirements on smaller lots, and alternative methods to deal with OBC requirements. In particular, proponents are encouraged to include an analysis of ways to promote joint ventures

2.1 Project Purpose/Objective

The purpose of the study(s) will be to examine mixed use corridors. Examples of studies conducted in the past include Lake Shore Boulevard West in Long Branch, Wilson Avenue between Bathurst and Keele Streets, and College Street between Spadina and Ossington. The study(s) is part of a larger study effort involving City staff in a variety of work. The results of the study(s) will establish urban design guidelines and principles to assist the City in its overall Avenue studies. Recommendations may include area wide zoning changes, area specific urban design guidelines and area specific planning tools. Each of the Avenues is unique and therefore will require individually tailored solutions. These studies will require community design workshops.

Note: If the consultant does not have in-house transportation planning expertise it will be necessary for the consultant to retain a transportation sub-consultant.

2.2 Avenue Descriptions

The Commissioner of Urban Development Services has recommended to City Council the following areas for Avenue studies in 2004: Danforth Avenue between Warden Avenue and Victoria Park Avenue, and Dundas Street West between Royal York Road and the Humber River.

Please note that City Council may adopt or modify these recommendations. An addendum to this RFP will be issued to confirm the areas adopted for study.

2.3 Consultant(s) Responsibilities

The proposed phases, together with their anticipated timelines are:

- Phase One: Research;
- Phase Two: Design Exploration (charrettes);
Phase One and Two to be completed by the end of 2004; and
- Phase Three: Synthesis to be completed in the first month of 2005.

In Phase I (Research) the urban design Consultant(s) (UDC) conduct research to understand the study area. This typically involves meeting with staff to review background data and material. The UDC will provide agendas and minutes for all meetings, and will synthesise and summarise the relevant background information in preparation for the final study report.

The consultant will participate in meetings and/or focus groups with the Local Advisory Committee, area stakeholders, business owners, community groups, and City Staff. The consultant will prepare for and implement the design workshop.

Specific Consultant(s) Responsibilities include but are not limited to the following:

- ♦ Review all relevant base information, maps, planning documents, photographs, urban design studies, zoning regulations, and current ongoing plans. It is important that current development proposals and plans within each area are addressed and incorporated within the urban design process;
- ♦ Meet with the Local Advisory Committee which will include representatives from the surrounding neighbourhood and area property and business owners.(community workers, schools, etc.) The Advisory Committee is to work with the consultant to define various districts, nodes, architectural style(s), discuss conceptual development scenarios identify key sites, and create a mid-and long vision(s) of what the corridor should become;
- ♦ Meet with property owners designated by the City to obtain information for desired redevelopment of their specific properties;
- ♦ Ensure that the plan is consistent with City transportation planning policies and objectives;
- ♦ Meet with appropriate City Staff including representatives from Policy, Planning, Urban Design, Transportation, Parks & Recreation, Heritage, and Works & Emergency Services;
- ♦ Gather information as needed to develop base drawings. This may include aerial photography and other techniques to form graphic and physical models;
- ♦ Conduct field work and prepare corridor assessment, inventory and analysis drawings to discuss existing conditions. Conditions such as circulation, parking, access, linkages, pedestrian environments, current development proposals, parcel use, development opportunities, open space, housing, environment, and existing character are to be addressed;
- ♦ Prepare Analysis Diagrams: With the assistance of City Staff prepare a series of analysis diagrams which may include the following: Land Use, Building Heights, Parking, Parks and Open Space, Heritage Buildings/Structures, Height, Existing Streetscaping, underground utilities, topography, street cross sections, street system (including one way systems), transit routes, figure ground;
- ♦ Prepare a 3-D model of a typical section of the Avenue, with computer generated fly-over and at least two rendered perspectives of detailed views showing 'before and after'
- ♦ Prepare appropriate precedent studies (photos and drawings of relevant Toronto, and other appropriate City – mid-rise, mixed use corridors);
- ♦ Prepare written Design Principles to guide the design process;
- ♦ Prepare a PowerPoint presentation for the design workshop kick-off meeting outlining the results of analysis to date including the analysis diagrams, maps, cross-sections, historic analysis, precedent studies, and a synopsis of the meetings and focus groups and design principles;

- ♦ Conduct a public Design Workshop Kick-Off Meeting approximately one to two weeks prior to the workshop to present analysis to date and to receive feedback from area stakeholders; and
- ♦ Prepare a brief illustrated document outlining the results of the analysis to date.

2.4 Design Alternatives: Phase II

In Phase II – Design Exploration, the UDC will conduct one charrette for each study area.. The goal of these charrettes is to achieve pragmatic, individually tailored urban design visions of the highest design calibre for the study area.. At each of the charrettes, the UDC will be responsible for presenting a synopsis and thorough analysis of work to date and should present some preliminary design ideas for participants’ consideration, and then the participants will be encouraged to generate ideas.

The charrette is anticipated to produce preferred built form solutions, and shall include (but not be limited to) the following elements:

- the potential form, mass and design of buildings on the lands;
- functional, logical servicing and parking arrangements;
- open space planning (public and private);
- pedestrian, transit and bicycle linkages;
- adjacent streetscape improvements;
- opportunities for public art;

During this phase the design Consultant(s) will work with staff and area stakeholders to explore a range of design alternatives for the Avenue Study Area. Some of the preliminary design work may be conducted at their offices, but the focus of this phase will be a design workshop held at a site within (or very close to) the Avenue study area. The Consultant(s) will lead and generally organize the workshop. The City Avenues Study Team will assist the event and make sure that all of the relevant City Staff and area stakeholders are present as needed.

Issues to be addressed during the design workshop include, but are not limited, to the following:

- a) *Urban Design/Streetscape Design:* Consideration should be given to changes to the streets and blocks patterns; suggested street-width, boulevard width, sidewalk width; boulevard landscaping treatment; connections to open space systems and building setbacks from the sidewalk and suggested treatment of setback areas.
- b) *Scale, Fit and Transition*
 - ♦ Intensification: Providing an appropriate scale of mixed use buildings to accommodate the desire for street related retail and medium scale residential apartments and condominiums.
 - ♦ The scale of new buildings and additions in relation to existing buildings and the existing street-width; and the need for sunlight on sidewalks and open spaces.
 - ♦ Providing appropriate transitions to and buffering from the adjacent residential neighbourhoods.
 - ♦ Fit: Using precedents from Toronto and other appropriate cities to create an appropriate fit for new buildings and additions to buildings within the existing context
- c) *Transportation*
 - ♦ Necessary street-width to accommodate motor vehicles; on-street and off-street parking requirements; improvements for transit services and connections; bicycle and pedestrian movement improvements.
 - ♦ Appropriate/innovative parking strategies for both residential and retail uses
- d) *Appropriate Mix of Uses*
 - ♦ Retail

- ♦ Residential
- ♦ Seniors

Continuous graphic feedback during the charrettes is important. The UDC must have the ability to either draw or computer generate the ideas being discussed during the charrette, and refine these as part of the synthesis.

2.5 Report: Phase III

In Phase III – Synthesis, the UDC will prepare a report, based on the results of Phases I and II. The report will take the form of a CD and a bound document.

The report should include the recommendations outlined in Section 2.1 of this document, based on the findings of the UDC, including built form guidelines, and will include revised drawings to reflect the comments and feedback from the workshop public meeting. In addition, the report will include drawings such as:

- ♦ Overall Area Plan (Neighbourhood Scale)
- ♦ Area Street Hierarchy
- ♦ Area Public Transit System/Access Diagram
- ♦ Area Amenity Plan
- ♦ Area Parks and Public Realm Plan
- ♦ Avenue Study Area Plan
- ♦ Key Street Cross-sections
- ♦ Street Elevations
- ♦ Massing Diagrams
- ♦ Parking Diagrams
- ♦ Building Sections
- ♦ Setback Diagrams
- ♦ Stepback Diagrams
- ♦ Axonometric Massing Diagrams
- ♦ Aerial Perspectives
- ♦ Eye Level Perspectives
- ♦ Computer Model Renderings
- ♦ Physical Model Photographs

2.6 Study Output

The report will consist of:

- ♦ a bound document and CD. The printed document should be 8.5 X 11, and may be in colour provided it can be easily photocopied into black and white.
- ♦ an executive summary.
- ♦ a list of drawings.
- ♦ a table of contents to reflect the three stages of the process, including but not limited to: Scope/Vision, Methodology, Implementation Plan, Recommendations, and Conclusions.
- ♦ a list of recommendations based on the findings of the process. Recommendations may be in the form of policies, guidelines, by-laws etc.

- ♦ all design drawings to illustrate key concepts, including rendered, 3-D perspectives. At least two before and after illustrations (views to be approved by Project Manager), one of which is to be of publishable quality.

2.7 Roles and Responsibilities

The City

Project Manager

The City Planning Division will assign a project manager who will be responsible for:

- ♦ overall direction and management of the study/studies;
- ♦ finalizing the terms of reference at the outset of each study;
- ♦ approving changes to the terms of reference as the study proceeds;
- ♦ leadership of the civic staff team involved in the study;
- ♦ provision of any city-owned or generated data, or other technical resources;
- ♦ monitoring the Consultant's work;
- ♦ ensuring compatibility of the study with emerging civic policy;
- ♦ final approval of the format, location and date for the public presentation at the conclusion of each Phase (I, II, and III) of the study for each of the study areas; and
- ♦ organization of the location and publicity for the public meetings.

The Consultant(s)

The Consultant(s) will provide a well managed consultative process.

The Consultant(s) will report to the project manager and will be responsible for producing the studies according to the terms of reference, including:

- ♦ submitting a Work schedule within two weeks of the selection of the Consultant;
- ♦ providing regular progress reports as the situation warrants, including bi-monthly meetings with civic staff and presentations of draft reports prior to the production of the reports cited in the Terms of Reference;
- ♦ attending meetings of the working groups and assisting civic staff in the servicing of the working groups; and
- ♦ having the principal responsibility for organization of the design workshop for each of the pilot study areas;
- ♦ providing drafts of the report, including recommendations, for review within 4 weeks of the charrette, and allowing for at least 2 meetings to review the draft product, two weeks apart, for final comments and revisions;
- ♦ managing time and budget to ensure the timely delivery of a full final product.

2.8 Time Line

The Work of the Consultant(s) must be completed and the final reports submitted within the schedule agreed to with City staff.

3.0 PROPOSAL SUBMMISIONS

Proponents should submit, as part of their proposal, the following information, which will be evaluated by the City to determine the successful proponent:

- a) specific experience in working in a complex municipal environment and in projects of comparable nature, size and scope.
- b) previous similar projects
- c) expertise in urban design, land use planning, transportation, and public consultation/design workshops;
- d) knowledge, understanding and prior experience dealing with retail corridor intensification/revitalization.
- e) the capacity of the Proponent to understand the goals and objectives of the project;
- f) detailed knowledge and understanding of Toronto.
- g) all team members' qualifications and responsibilities
- h) project approach and methodology
- i) references

3.1 Proposal Fees

A total fixed price fee for the work must be quoted, inclusive of all taxes and disbursements. Progress payments can be invoiced as work proceeds. The City of Toronto does not pay advances before work commences.

Proponent must include in its proposal;

- ♦ total breakdown of the cost including taxes and disbursements
- ♦ breakdown of the proposal cost by element and activity
- ♦ breakdown of the team members' hours and hourly rates

4.0 PROPOSAL EVALUATION/SELECTION CRITERIA AND PROCESS

4.1 Proposal Evaluation/Selection Criteria

The proponent will be evaluated on the basis of its Proposal and the selection criteria, all of which will be subject to a weighting. The City shall review, analyze and rate the Proposals in accordance with the Proposal Evaluation Form attached to this RFP (Appendix "A") to determine which Proponents are most responsible and responsive to the City's requirements.

Neither the lowest price Proposal, nor any Proposal (in whole or in part) shall necessarily be accepted.

Proposal evaluation results are the property of the City. The City intends not to disclose evaluation results, under any circumstances, either before, during or after the RFP process. An award of an Agreement, if any, shall be based on the evaluation results. By responding to this RFP, Proponents agree to accept the recommendations of the Evaluation Team as final and binding.

The Proponent(s) whose Proposal(s), in the absolute discretion of the City, best meets the requirements of the City, will be designated as the Preferred Proponent(s). No obligation arises, however, until a mutually agreeable Agreement, based on the accepted Proposal, is negotiated and executed. The relevant terms/text/content of this RFP, RFP addenda and Preferred Proponent's Proposal will be incorporated into a written Agreement, subject to negotiation and award of this Agreement(s), by City Council or its designate.

4.2 Requests for Clarification and Negotiation

After the receipt of Proposals and at any time prior to execution of Agreements, the City may request clarification of Proposals from all Proponents and conduct negotiations with a number of the top scoring Proponents.

The City may request clarification to ascertain a Proponent's understanding of, and level of responsiveness to, the requirements of the Work and the RFP for the purpose of the evaluation process and for negotiation objectives.

Negotiations may entail discussion with Proponents and revision of Proposals by Proponents pursuant to such discussions, for the purpose of finalizing best offers. The City, at its discretion, may adjust the evaluation score or ranking of a Proposal as an outcome of the discussions. Agreements may include alterations of Proposals consistent with the discussion results.

The City reserves the right, at any time, to modify the requirements of the Work where circumstances so require.

4.3 Confidential Discussions / Interviews / Presentations

The City reserves the right to incorporate confidential discussions / interviews / presentations (the "Interview") into the Proposal evaluation process at the short list stage for the purpose of this Agreement. The City, at its sole discretion, may interview short-listed Proponents [Proponents must have scored the minimum of eighty per cent (80%) in the first stage of the evaluation to be considered for the list for Interviews], and may ask them to make a short formal presentation to the City (presenters will be required to supply their own demonstration equipment and materials

The Interview will serve as the mechanism for further evaluation of Proposals of short-listed Proponents at an in-depth and more detailed level to establish the finalist(s) for Preferred Proponent status. The further detailed evaluation will take into account, without limitations, discussions, presentations and clarifications with/by short-listed Proponents and analyses by the City, which the City deems necessary to complete its assessment of the short-listed proposed solutions.

Short-listed Proponents must be prepared to answer questions on their Proposals and shall cooperate with the City with respect to Interview schedule and requirements, if any are imposed by the City.

During Interviews, short-listed Proponents will be ranked for their presentation of Proposal, performance, and ability to answer questions.

The City reserves the right to limit Interviews to a number of the top scoring Proponents as determined by the City who qualified for the short list.

5.0 RFP RULES, TERMS AND CONDITIONS

5.1 Proponent's Responsibility

It is the Proponent's responsibility to become familiar with and comply with City Purchasing Policies attached to this RFP.

5.2 Confidentiality

Confidentiality of records and information relating to this Work must be maintained at all times.

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

- (A) remains the property of the City;
- (B) must be treated as confidential;
- (C) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent contract.

All correspondence, documentation and information provided to staff of the City by any Proponent in connection with, or arising out of this RFP, and the submission of any Proposal will become the property of the City, and as such, subject to MFIPPA, and may be released, pursuant to the Act. The Proponent's name at a minimum, shall be made public on request.

Because of MFIPPA, 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.

Any information in the Proponents' submissions that is not specifically identified as confidential will be treated as public information.

All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent's submission to this RFP.

5.3 Conflict of Interest Statement

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal.

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 such an 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.

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 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 Consultant(s) for this project may participate in subsequent/other City projects provided the Consultant(s) has (have) 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 Consultant(s).

5.4 No Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the City discovers there has been a breach of this requirement at any time, the City reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

5.5 Submission Deadline

Six (6) copies (1 original, 5 copies) of the Proposal in a sealed envelope displaying the return address supplied with this RFP must be submitted. One copy of the Proposal is to be marked "Original" and contain the signed **PROPOSAL SUBMISSION FORM**. Deliver the completed packaged prior to 12:00 noon (local time) on September 15, 2004 to:

Chief Financial Officer and Treasurer
Finance Department
Purchasing and Materials Management Division
18th Floor, West Tower, City Hall
100 Queen Street West
Toronto, ON M5H 2N2

Proposals will not be considered unless:

- 1) received by the date and time specified above; and
- 2) received at the address specified above; and
- 3) contain the signed PROPOSAL SUBMISSION FORM, and

- 4) contain the signed RIGHT TO REJECT DEBTORS POLICY DECLARATION located in the appendices.

Faxed or electronic transmissions or other forms of unsealed Proposals will not be considered.

Proposals will be opened immediately after 12:00 Noon in the Public Bid Opening Room, on the 18th Floor, West Tower, City Hall, Toronto. Only the names of Proponents submitting Proposals will be read out. The Proposals will be referred to an evaluation team for evaluation.

5.6 Disqualification of Proposals

Proposals, which are incomplete or received after the Proposal submission deadline, as recorded by the City on the date, time and place, as outlined above will not be considered. Proponents are solely responsible for ensuring that Proposals are delivered as required. Delays caused by any delivery service, including Canada Post, will not be grounds for an extension of the Proposal Submission deadline.

5.7 The City's Right to Reject

The City reserves the right to reject any or all Proposals at anytime with no penalty, and to waive immaterial defects and minor irregularities in Proposals. The city is not obligated to select the proposal with the lowest price. Subject to the other provisions of the RFP, the criteria specified are the sole criteria, which will be used for the evaluation of proposals.

5.8 No Adjustments to Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted. Proponents may withdraw their Proposal prior to the closing date and time (see Section 5.5) by notifying the City in writing. Proponents who have withdrawn a Proposal may submit a new Proposal, which must be received by the City under the same terms as outlined in Section 5.5. After the closing date and time the Proposal is binding on the Proponent. If the City requires clarification of a Proponent's Proposal, that Proponent will provide a written response to a request for clarification which shall then form part of the Proponent's Proposal.

5.9 Communication

It is the responsibility of the Proponent to understand all aspects of the RFP and to obtain clarification if necessary before submitting their Proposal.

For information concerning the content of this RFP contact:

Gary Wright,
Urban Development Services
City Planning Division
Tel. (416) 394-8211
Fax. (416) 394-6063
Email: gwright1@toronto.ca

For information concerning Purchasing issues contact:

Claudia Enriquez
Finance Department, Purchasing and Materials Management Division
City Hall, 17th Floor, West Tower
100 Queen St. W.
Toronto, ON M5H 2N2
Tel: (416) 397-4802
Fax: (416) 392-8411
Email: cenriqu@toronto.ca

All official correspondence must be directed to the above individuals. Information obtained from any other source is not official and may be inaccurate.

Any oral statements, instructions, or representations made by City staff will not be binding on the City.

5.10 Addenda

An addendum, should one be necessary, will be issued to all companies that were issued the Request for Proposal, or in the case of a mandatory sight meeting, to those companies that registered at the mandatory meeting. Only answers to issues of substance will be sent out to these bidders. The City reserves the right to revise this RFP up to the Proposal Submission Date. Any revisions shall be included in Addenda to the RFP distributed to all Proponents. When an Addendum is issued the date for submitting Proposals may be changed by the City if, in its opinion, more time is necessary to enable Proponents to revise their Proposals. The Addendum shall state any changes to the Proposal Submission Date. All Proponents must acknowledge receipt of RFP documents and all Addenda in their Proposal.

5.11 Period of Validity of Proposals and Agreement

Subject to Section 5.7 above, Proposals submitted shall be irrevocable and binding on Proponents from the date of the Proposal submission to the date the successful Proponent executes a satisfactory Agreement with the City.

5.12 No Assignment

The successful Proponent shall not assign any part of the project which 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 successful Proponent of its liabilities and obligations under this RFP and the Agreement.

5.13 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's issued by the City. 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.

5.14 Resource Commitments

The successful Proponent must 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. These resources must be available on a dedicated basis, as required, to carry out the project with due care, skill and efficiency.

5.15 Waiver of Rights in Proposal and Indemnity

Each Proponent acknowledges and agrees that the City is likely to receive, and be required to deal with, several Proposals, all of which may contain or disclose information considered by their Proponents to be of special, unique, secret or proprietary nature, and that such information and the manner in which the City may use it may be entitled or subject to protection under any of Canada's intellectual property laws, the Competition Act or the common law relating to unfair competition. The City cannot accept any Proposal that is subject to a reservation by the Proponent of any such rights and each Proponent, by virtue of filing a Proposal pursuant to this RFP expressly waives any and all protection to which the Proponent might otherwise be entitled in respect of that Proposal under all of the foregoing laws and expressly releases the City and its staff and consultants, if any, as well as the successful Proponents(s) from any

claims, actions, suits and proceedings whatsoever for the infringement of any intellectual property right or for the use of any secret or proprietary information disclosed to the City in that Proposal.

Each Proponent shall 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 industrial design or the use or misuse in connection with their Proposal.

5.16 Insurance

The City will require insurance from the successful Proponent in amounts and with terms satisfactory to the City Treasurer including liability and professional liability coverage, at minimum.

5.17 Indemnity

The successful Proponent will be required to indemnify the City for any loss, costs, claims or damages arising from the award of this contract.

5.18 Incurred Costs

The City will not be liable for, nor reimburse any potential Proponent, Proponent, Preferred Proponent, or Vendor, as the case may be, for costs incurred in the preparation, submission or presentation of any Proposal. Nor 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.

5.19 Prohibition Against Gratuities

No Proponent and no employee, agent or representative of the Proponent, may offer to 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.

Appendix A

PROPOSAL EVALUATION FORM

Evaluation Criteria	Available Points to be Awarded	Proponents Points
Stage 1: PROPOSAL STRUCTURE, ATTRIBUTES AND CONTENTS		
A Demonstrated general background, and specific experience in working in a complex municipal environment and in projects of comparable nature, size and scope. Describe previous similar projects	15	
B Demonstrated expertise including: -Urban design, land use planning, transportation, and public consultation/design workshops -Knowledge, understanding and prior experience dealing with retail corridor intensification/revitalization	10	
C Project implementation including: -Capacity of the Proponent to understand the goals and objectives of the project -Detailed knowledge and understanding of Toronto -Approach and methodology -Scheduling of key activities and resources -All team members' qualifications and responsibilities	10	
D Total Price Scores for the cost criterion will be calculated as follows: 1. The lowest cost Proposal receives 25 points; and 2. The remaining Proposals are assigned points based on the following formula: (lowest priced Proposal divided by price of next Proposal) x 25	25	
TOTAL (A+B+C+D)	60	
Stage 2: INTERVIEW STAGE (IF APPLICABLE): PROONENTS MUST SCORE MINIMUM OF 80% TO QUALIFY FOR THE SHORT LIST AND FURTHER EVALUATION.		
E Proponent's Presentation	25	
F Proponents performance during interview, and demonstration of dynamic leadership qualities	25	
G Proponent's Ability to Answer Questions	25	
H References	25	
TOTAL (A+B+C+D+E+F+G+H)	160	



City of Toronto Purchasing Policies

1. Re-employment of Former Employees after Reorganization (2 pages)
2. Declaration of a Non-Discrimination Policy (2 pages)
3. Environmentally Responsible Procurement Statement (1 page)
4. Fair Wage Policy (4 pages)
5. Labour Trades Contractual Obligations in the Construction Industry Policy (2 pages)
6. Occupational Health and Safety Statutory Declarations (3 pages)
7. Municipal Freedom of Information and Protection of Privacy Act (1/2 page)
8. Conflict of Interest Policy (1/2 page)
9. Restrictions On The Hiring And Use Of Former City Of Toronto Management Employees For City Contracts (1 page)
10. Interprovincial Fairness Legislation (2 pages)
11. Policy to Exclude Bids from External Parties Involved in the Preparation or Development of a Specific Call/Request (1 page)
12. Lobbyist Disclosure Form (3 pages)
13. Right To Reject Debtors Policy and Declaration (2 pages)
14. Notice of No Submission Form (1 page)



Re-Employment of Former Employees after Reorganizing

Policy Statement

From time to time the City of Toronto may implement special programmes to meet downsizing and reorganizing objectives. The intent of these programmes is to permanently reduce the size of the workforce. The City therefore restricts the rehiring of former employees who have taken advantage of these programmes.

Application

This policy applies to all former employees who have left under a voluntary or position termination separation programme or with any form of retirement incentive.

Definitions

Separation Programme: A special programme offering financial incentives that is introduced to meet downsizing or reorganizing objectives.

Retirement Incentive., Any financial incentive that facilitates early retirement.

Former Employees: All employees who have left any of the predecessor municipalities or their agencies, boards or commissions. All employees who leave the present City of Toronto or any of its special-purpose bodies.

Conditions

Former employees who have taken part in a separation programme or received a retirement incentive cannot be rehired by the City or any of its special-purpose bodies, for a period of Two (2) Years starting from an employee's separation date. Any employee who is rehired after the two-year period is considered a "new" employee in terms of salary, benefits and seniority.

Former employees who have taken part in a separation programme or received a retirement package and subsequently *work* as consultants are also prohibited from participating in projects directly or indirectly related to the City or its special-purpose bodies for a period of two years.

For example, such a former employee may not work in the following consulting roles:

- an individual working as an independent consultant,
- an individual working for a consulting firm-, i. e., the firm may bid on City contracts but may not involve a former employee on the project,
- an individual working for a firm that has been subcontracted by another consulting firm to perform a specific component of a contract.

An individual may be rehired under extenuating circumstances *before the two-year period expires*, for example, when a former employee with specialized skills and/or experience is required to work on a special project. The individual would be hired on a short-term basis for not more than Six (6) Months.

Any rehiring must be recommended by the Chief Administrative Officer and requires the approval of City Council.

Implementation

When former employees apply for positions at the City or at its special-purpose bodies, recruiters should check employment records to determine if they left the City or a special-purpose body with separation packages or retirement incentives.

A standard clause should be inserted in all consulting contracts awarded by the City and its special purpose bodies to ensure compliance with the rehiring policy. This clause would prohibit any consulting company from utilizing former employees who received a separation package from working on any project related to the City, within two years of their terminations- Requests for Proposals should include this information so that consulting *companies are* informed of this condition, before submitting their Proposals.

In exceptional circumstances when a manager wishes to rehire a former employee who took part in separation programme, he/she must submit a memo to the Executive Director of Human Resources.

This memo should include the following information.,

- an outline of the Work to be done,
- the duration of the project,
- the particulars of the individual's separation,
- the rationale for rehiring the individual before the end of the two-year period.

A copy of the memo and approval should be sent to the Staffing Unit in Employment Services.

Any former employee who is rehired within two years is employed under the following terms:

- on a contract basis if in a management or excluded position,
- on a temporary or casual status if in a bargaining-unit position.

Content Approved by: Senior Management Team

Date: June 1999

Related Information: Strategic Policies and Priorities Committee (Report No- 2 Clause 2), February 1998

Declaration of a Non-Discrimination Policy

The City of Toronto requires all firms or organizations who supply goods and services to the City and its Agencies, Boards, Commissions and Special Purpose Bodies, to adopt and to post the following NonDiscrimination Policy.

This Non-Discrimination Policy Declaration Form must be completed and submitted once the policy has been formally adopted.

On behalf of and with the authority of the firm/organization named below, I hereby declare that this organization/firm upholds policies which prohibit discrimination and which protect the right to be free of hate activity based on race, ancestry, place of origin, colour, ethnic origin, disability, citizenship, creed, sex, sexual orientation, gender identity, age, marital status, family status, receipt of public assistance, political affiliation, religious affiliation, record of offences level of literacy or any other personal characteristics by or within the organization.

Please type or print where applicable

Legal Firm Name		Common or Business Name (if different)	
Address of Principal Place of Business;		Mailing Address (if different)	
Tel. No.	Fax No.	Tel. No.	Fax No.
Name of Chief Executive Officer/President		Name of Employment Equity Official:	
Position Title:		Position Title:	
Signature of Authorized Official:		Date:	

Check if Firm is more than 50% owned by* (check all that apply):

Aboriginal Peoples/First Nations Of Canada People with Disabilities Racial Minorities Women Not Applicable

* Please see Reverse for explanation of definitions

The information requested on this form is, collected pursuant to Clause 6 of Corporate Services Committee Report 11, adopted by Council on July 29,30 and 31, 1998 and Clause 2 of Corporate Services Committee Report 19 adopted by Council on December 16 and 17,1998. It purpose is to verify that your firm has adopted the Non-Discrimination Policy and to compile statistics for the purpose of monitoring the equal opportunity designated group status of the ownership of firms- If you have any questions about this declaration, please contact the Interim Manager, Access and Equity at 416-392-4990.

Text Telephony (TTY) 416-392-0083 C4-123 (White) (R 03/00)
Please return to the address shown above

(Private Sector Firms) January, 2000

Date

Company/Organization Name

Supplier Number

Definitions:

**Aboriginal/
First Nations
of Canada:**

A person is an Aboriginal person if he or she is a member of the Indian, Inuit or Metis peoples of Canada.

Disability:

A person is a "person with a disability" if the person has a persistent physical, mental psychiatric, sensory or learning impairment and,

- (i) the person considers himself or herself to be disadvantaged in employment by reason of that impairment, or -
- (ii) the person believes that an employer or potential employer is likely to consider the person to be disadvantaged in employment by reason of that impairment.

Race:

A person is a member of a racial minority if the person is, because of his or her race or colour. in a visible minority in Canada. The fact that a person is an Aboriginal person does not make him or her a member of a racial minority

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.

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. A re 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.
4. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
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, contact the Finance Department Purchasing and Materials Management Division at (416) 392-7303 or (416) 392-1302.

State if environmentally preferred products/service is being offered: YES _____ NO _____

State briefly the environmental benefit of the product/service offered:

Fair Wage Policy*

A1. Definitions.

As used in this Fair Wage Policy, the following terms have the meaning indicated:

CONTRACT – A legal, business agreement between the City of Toronto and the Contractor to perform Work or services or in the provision of materials and supplies.

CONTRACTORS – The prime contractor with the City of Toronto performing Work or services in the execution of the Contract.

FAIR WAGE SCHEDULE – Stipulated rates of pay for different classifications of Work produced and obtainable from the Fair Wage Office.

FIELD WORK – All Work in performance of the Contract that is not shop Work.

FRINGE BENEFITS – Includes such benefits as company pension plans, extended health care benefits, dental and prescription plans, etc. It does NOT include legislated payroll deductions such as C.P.P., E.H.T., W.S.I.B. or E.I.C.

NON-COMPLIANCE – The occurrence of any of the following conditions:

- (1) Contractor fails to co-operate with the Manager, Fair Wage Office in fulfilling his/her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry.
- (2) Sub-contractor fails to co-operate with the Manager, Fair Wage Office in fulfilling his/her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry.
- (3) Contractor or Sub-contractor has been found in violation of the Fair Wage Policy (non-compliance applies to both Contractor and Sub-Contractor).
- (4) Contractor has been found in violation of the Labour Trades Contractual Obligations in the Construction Industry.
- (5) Sub-contractor has been found in violation of the Labour Trades Contractual Obligations in the Construction Industry.

SHOP WORK – Any Work in performance of the Contract that is done in or at any factory, foundry, shop or place of manufacture not located at or upon the site of the Work, and not operated solely for the purpose of the Work.

SUB-CONTRACTORS – Any agent of the prime contractor or any Sub-contractor hired to perform any of the Work or services in the execution of the Contract.

WAGES or RATE OF WAGES – Includes the hourly rate, vacation and holiday pay and any applicable amount for fringe benefits shown in the current Fair Wage Schedule, to be paid to the worker as part of the worker's wages or for the worker's benefit provided for in any collective agreement applicable to that worker.

WORKERS – Includes mechanics, workers, labourers, owners and drivers of a truck or other vehicle employed in the execution of the Contract by the Contractor or by any Subcontractor under them and clerical staff.

* Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)
FW R(07/03)

A2. Purpose and History, Fair Wage Policy.

- A. The Fair Wage Policy has a central principle the prohibition of the City doing business with Contractors, Sub-contractors and suppliers who discriminate against their workers.
- B. Originally implemented in 1893 to ensure that contractors for the City paid their workers the union rates or, for non-union workers, the prevailing wages and benefits in their field, the Fair Wage Policy has expanded over the years to other non-construction classifications such as clerical workers.
- C. The Policy also requires compliance with acceptable number of working hours and conditions of Work in order to protect the rights of workers.

A3. Intent, Fair Wage Policy.

The intent of the Fair Wage Policy can be summarized as follows:

- (1) To produce stable labour relations with minimal disruption.
- (2) To compromise between the wage differentials of organized and unorganized labour.
- (3) To create a level playing field in competitions for City Work.
- (4) To protect the public; and
- (5) To enhance the reputation of the City for ethical and fair business dealings.

A4. Establishment of Rates.

- A. Establishing fair wage rates and schedules are intended to minimize potential conflicts between organized and unorganized labour in the tendering and awarding of civic contracts.
- B. Fair Wage rates are established through discussion with employee and employer groups and associations (having both union and non-union members).
- C. These rates are reviewed by the above-noted groups and are recommended to Council, by the Manager, Fair Wage Office for approval on a regular basis.
- D. Certain designated construction related rates are based on the lowest rate established by collective bargaining, while the wage rates for other classifications are based on market and industrial surveys in accordance with the prevailing wages for non-union workers in the geographic area.
- E. Similarly, the City encourages contractors to hire and train apprentices under approved programs.
- F. In this regard, guidance on appropriate fair wage rates (including an appropriate factor for apprenticeship programs for construction related trades) will be sought from employee and employer groups as part of establishing Fair Wage Schedules.

A5. City of Toronto Council References.

- A. City of Toronto Council, by the adoption of Corporate Services Committee Report No. 13, Clause No. 1, as amended, at its meeting of October 1 and 2, 1998, directed that the Fair Wage Policy of the former Municipality of Metropolitan Toronto be adopted for all City Departments, Agencies, Board and Commissions and replace all existing fair wage policies of the former local municipalities.
- B. City of Toronto Council, by the adoption of Administration Committee Report No. 7, Clause No. 1, as amended, at its meeting of June 18, 19 and 20, 2002, directed that certain changes be made to the Fair Wage Policy and Procedures.
- C. City of Toronto Council, by the adoption of Administration Committee Report No. 5, Clause No. 2, as amended at its meeting of June 24, 25 and 26, 2003 directed that certain further changes be made to the Fair Wage Policy and Procedures, and to the Fair Wage Rate Schedule.

A6. Application.

- A. The provisions of the Fair Wage Policy apply equally to contractors and all sub-contractors engaged in Work for the City of Toronto. It is understood that contractors cannot sub-contract Work to any sub-contractor at a rate lower than called for in the Fair Wage Policy. Contractors or general contractors will be responsible for any violations or non-compliance issues arising from the engagement of any sub-contractor on City Work.
- B. The fair wage rates do not apply to small businesses, typically those with owner-operators, or partnerships, or principals of companies as long as they undertake the Work themselves.
- C. It should be noted that under the above City of Toronto Council Reference authorities, the conditions of the Fair Wage Policy cannot be waived, unless authorized by Council to do so.

* Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)
FW R(07/03)

A7. Contractor and Sub-contractor Responsibilities.

- A. The contractor or sub-contractor shall not discriminate against workers or applicants for employment as workers because of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship or disability.
- B. The contractor shall at all times comply with the *Occupational Health and Safety Act* and its regulations and take every precaution reasonable in the circumstances for the protection of workers. If the contractor sub-contracts any or all of the Work or services to be performed, the contractor will ensure the sub-contractors are qualified to perform the Work or services and comply with the *Occupational Health and Safety Act* and its regulations.
- C. The contractor or sub-contractor shall pay or cause to be paid weekly or biweekly to every worker employed in the execution of the contract (and shall see that every owner of a truck or other vehicle employed by the contractor or by any subcontractor in the execution of the contract shall pay, or cause to be paid, weekly or biweekly to each of the owner's drivers) wages at the following rates, namely:
- (1) For workers employed in shop work:
 - (a) the Union rate of wages in the particular district or locality in which the Work is undertaken for any class or Work in respect of which there is such Union rate; and
 - (b) for any class of Work for which there is no such Union rate, the rate of wages shall be the rate of wages, as determined by the Manager, Fair Wage Office prevailing in the particular district or locality in which the Work is undertaken.
 - (2) For workers employed in field Work:
 - (a) where the contractor or sub-contractor is in contractual relationship with a Union recognized by the Ontario Labour Relations Board as the bargaining agent for the relevant workers, the applicable rate of wages set out in the collective agreement.
 - (b) where there is no such contractual relationship, a rate not less than that set out for such Work in the Schedule of Wage Rates filed by the Manager, Fair Wage Office, with the City Clerk of the Corporation after being first approved by Toronto Council (hereinafter called "the Fair Wage Schedule"); and,
 - (c) for any class of Work for which there is no rate, the rate of wages shall be the rate of wages, as determined by the Manager, Fair Wage Office, prevailing in the particular district or locality in which the Work is undertaken.
- D. The contractor and sub-contractor shall:
- (1) At all times keep a list of the names and classifications of all workers employed in the Work, the hourly rate and hours worked per day and a record of the amounts paid to each.
 - (2) From time to time, if demanded by the Manager, Fair Wage Office, furnish a certified copy of all paysheets, lists, records and books relating to the Work and keep the originals thereof open at all times for examination by the Manager; and
 - (3) At all times furnish and disclose to the said Manager any other information respecting wages of workers that may be desired by the Manger in connection with the Work.
 - (4) The Fair Wage Office will have the authority to request any information respecting wages of workers, names of workers, records of amounts paid to each, paysheets, original books, etc. that may be desired by the Manager in connection with a contract that has been substantially completed within the past six months.
 - (5) Failure to co-operate will be considered non-compliance with the Fair Wage Policy.
- E. The contractor or sub-contractor shall not compel or permit any worker engaged for the Work to work more than the number of hours per day and the number of hours per week set out in the Fair Wage Schedule for the particular type of Work involved except in case of emergency, and then only with the written permission of the Commissioner or head of the Department having charge of the Work or the person then acting as such.

A8. Manager, Fair Wage Office, Responsibilities.

- A. In case of a jurisdictional dispute or dispute as to rate of wages to be paid under the contract or as to the amount to be paid to any worker, the decision of the Manager, Fair Wage Office, shall be final and binding upon all parties.
- B. If the contractor or sub-contractor fails to pay any worker (or if any owner of a truck or other vehicle fails to pay any driver) wages at the rate called for in paragraph (D), the Corporation may charge an administrative fee not in excess of fifteen percent of the balance necessary to make up the amount that should have been paid from the contractor's progress draw or holdback, and may pay the worker(s) directly for any back-wages owing directly from the contractor's progress draw or holdback.
- C. If the contract is to be for the purchase of supplies or materials to which the provisions in Subsection A7 respecting the rates of wages to be paid to workers engaged in shop Work and field Work do not apply, Toronto Council will, before awarding same, cause to be secured from the Manager, Fair Wage Office, a recommendation as to whether or not the tenderer or bidder maintains a fair wage level.
- D. If a tenderer or bidder is found not to comply with the Fair Wage Policy the Manager may recommend the next lowest bidder for contract award in the following circumstances:
 - (1) an investigation is underway and the firm does not co-operate in providing timely information requested by the Manager, Fair Wage Office in fulfilling his/her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry and operationally, the provision of goods and/or services cannot be delayed.
 - (2) a contractor or sub-contractor is in violation of the Fair Wage Policy and has not paid restitution to its workers.
 - (3) a contractor or sub-contractor is unable to comply with the City of Toronto Labour Trades Contractual Obligations in the construction industry.
- E. Workers engaged in clerical office Work are to be paid a rate of wages no less than the surveyed standard for each classification of worker for the particular industry at the time of tendering.
- F. The contractor and sub-contractor MUST display legible copies of this "Fair Wage Policy" in a prominent position in his/her workshop(s), accessible to all employees.
- G. The contractor shall attach to all accounts rendered for payment of money upon the contract, as requested by the Manager, Fair Wage Office and for the final account, a declaration affirming that the requirements of the foregoing paragraphs have been fully complied with.

A9. Disqualification Provisions.

- A. When a contractor or any sub-contractor is found to be in non-compliance with the provisions of the Fair Wage Policy in two separate instances over a period of three years inclusive, the Manager, Fair Wage Office must report and may recommend to the Administration Committee that the said contractor or sub-contractor be disqualified from conducting business with the City for a period of two (2) years inclusive.
- B. After the disqualifying period is over, the said contractor or sub-contractor will be placed on probation for the next contract year. If another non-compliance violation occurs, the Manager, Fair Wage Office must report and may recommend to the Administration Committee that the said contractor or sub-contractor be disqualified from conducting business with the City for an indefinite period of time.
- C. All non-compliance activities (including firm names) and disqualification statistics will be reported to Council annually. Disqualified firms will be published on the City's web site.

* Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)
FW R(07/03)

Labour Trades Contractual Obligations in the Construction Industry*

B1. Legislative Applicability of Labour Trades Obligations.

The mandatory Labour Trades provisions for municipalities bound by province-wide collective agreements are separate from Fair Wage Policy established, monitored and enforced by the City. Central to any understanding of municipal obligations to Labour Trades, is that the City has no discretion in setting wage rates or in using union labour for certain trades performing Work for the City. This is by virtue of the Province-wide collective agreements applicable to trades in the Industrial, Commercial and Institutional (ICI) and Residential sectors and other negotiated collective agreements in other sectors of the construction industry.

The Province-wide collective agreements are binding on all employers in the sector. The former City of Toronto was first considered an “employer” when the relevant unions obtained bargaining rights beginning in 1978. As a result, subject to the jurisdiction of the collective agreements, union workers must be used for contracted-out Work. The use of union sub-contractors for municipal building projects is also required in most cases.

B2. Current Labour Trades Contractual Obligations in the Construction Industry.

- A. The City of Toronto is bound by the current province-wide collective agreements with respect to the Industrial, Commercial and Institutional sectors of the construction industry between:
- (1) The Carpenters’ Employer Bargaining Agency and the Ontario Provincial Council, United Brotherhood of Carpenters and Joiners of America.
 - (2) The Mechanical Contractors Association of Ontario and the Ontario Pipe Trades Council of the United Association of Journey-men and Apprentices of the Plumbing and Pipe-Fitting Industry of the United States and Canada.
 - (3) The Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and The International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario.
 - (4) The International Union of Bricklayers and Allied Craftsmen and the Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftsmen, and The Masonry Industry Employers Council of Ontario.
 - (5) The International Association of Heat and Frost Insulators and Asbestos Workers and The Master Insulators’ Association of Ontario Inc.
 - (6) The International Brotherhood of Painters and Allied Trades and The Ontario Painting Contractors Association.
 - (7) The Ontario Glazier Agreement between The Architectural Glass and Metal Contractors Association and The International Brotherhood of Painters and Allied Trades; and
 - (8) The Environmental Sheet Metal Association Toronto and the Sheet Metal Workers’ International Association and the Ontario Sheet Metal Workers’ Conference.

* Labour Trades Contractual Obligations – (extracted from Schedule B of the City of Toronto Municipal Code, Chapter 67)
FW R(07/03)

- B. Exhibition Place is bound;
- (1) By collective agreements in all sectors of the construction industry between:
 - (a) The Carpenters' Employer Bargaining Agency and The Ontario Provincial Council, United Brotherhood of Carpenters and Joiners of America.
 - (b) The Mechanical Contractors Association of Ontario and The Ontario Pipe Trades Council of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.
 - (c) The Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and The International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario; and
 - (2) By Letters of Understanding between the Board and, respectively, Local 506 of the Labourers International Union of North America and The International Brotherhood of Painters and Allied Trades.
- C. Any non-maintenance part(s) of the Work that is the work of Union members for whom the said Council, Brotherhood, Association or Local is the collective representative under the provisions of any one of the said collective agreements or the said Letters shall in each case be performed only by an employer owing contractual obligations to such representative, unless such obligations do not prohibit performance of such part(s) of the Work by others.

B3. Guidelines for Prospective Bidders.

This summary is an overview of the current status of trades' certifications and the relevant construction sectors for which firms and workers with the appropriate union affiliations must be used when performing the following Work for the City of Toronto and Exhibition Place.

Type of Work	City of Toronto * I.C.I.	Exhibition Place
Asbestos/ Insulation	X	
Bricklaying/ Masonry	X	
Carpentry	X	X
Electrical	X	X
Glazing	X	
Labourers		X
Mechanical	X	X
Painting	X	X
Sheet Metal	X	

** (Industrial, Commercial, Institutional sector)*

B4. Decisions, Fair Wage Policy.

The Fair Wage and Labour Trades Office will make final decisions with respect to:

- Work jurisdictions, in consultation with the industry
- type of Work involved
- whether or not union firms/workers must be used
- if Labour Trades Contractual Obligations apply

* Labour Trades Contractual Obligations – (extracted from Schedule B of the City of Toronto Municipal Code, Chapter 67) FW R(07/03)

SUPPLEMENTARY SPECIFICATION - OCCUPATIONAL HEALTH & SAFETY

In addition to the other requirements of this Tender (Quotation/Request for Proposals) with respect to satisfying the requirements of the Occupational Health and Safety Act, Bidders are required to submit as part of their Tender (Quotation/Request for Proposals) submission, a **properly commissioned (**)** **Occupational Health and Safety Statutory Declaration (“OHSa Declaration”)** in the form attached to this Tender (Quotation/Request for Proposals).

Failure to submit a properly commissioned OHSa Declaration with your Tender (Quotation/Request for Proposals) submission may result in the rejection of your Tender (Quotation/Request For Proposals). However, the Commissioner may, in his or her discretion provide Bidders with an opportunity to submit the required OHSa Declaration within five (5) working days of such written request. Failure to submit the OHSa Declaration in response to that written request or the inability of the Bidder to satisfy the requirements set out in the OHSa Declaration are grounds for the Tender (Quotation/Request for Proposals) to be rejected. The City may consider previous OHSa violations as grounds for rejection and the City may terminate any contract arising from this Tender (Quotation/Request for Proposals) if the Bidder is continuously in violation of OHSa requirements.

In the event that a Bidder is unable to satisfy the OHSa Declarations requirements, Bidders are advised Occupational Health and Safety training is available to Ontario contractors through the Construction Safety Association. That training should enable Bidders to identify whether further training is necessary to satisfy the requirements of the OHSa Declaration on future Tender/Quotation/Request for Proposal submissions.

(**) The following persons, by virtue of their office, are **Commissioners** for taking affidavits in Ontario: Members of the Legislative Assembly, Provincial judges and justices of the peace, and barristers and solicitors entitled to practise law in Ontario.

STATUTORY DECLARATION (2 pages)
(Occupational Health & Safety)

PROVINCE OF ONTARIO)
JUDICIAL DISTRICT OF YORK)

IN THE MATTER OF CONTRACT NO. _____ AND ANY ENSUING AGREEMENT BETWEEN

(Company Name)

- AND -

City of Toronto

I, _____ of the City/Town/Village of _____ in the Province
(Name)

of _____, do solemnly declare the following:
(Name of Province)

1. I am the _____ of the _____ and as such
(Insert Title) (Insert Company Name)

have knowledge of the matters herein stated.

2. _____ is a sole proprietorship/partnership/corporation with its head office
(Company Name)

located at _____ and has carried on business as a _____
(contractor/state other type of business)
since on or about _____.
(Insert Date)

3. _____ since _____ had in place a Health and Safety Policy
(Company Name) (Insert Date)

under Section 25(2)(j) of the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 as amended, (the "Act") and has/have developed and maintain(s) on an annual basis a program to implement the written Occupational Health and Safety Policy. A copy of the policy and program for _____ will be delivered to the City of Toronto upon request by the
(Insert Company Name)

City and will be available for inspection at the City of Toronto, solely for the purposes of the above noted contract.

4. _____ will employ for this project a supervisor or supervisors who are
(Insert Company Name)

competent persons as defined by section 1(1) of the Act, and specifically a person or persons who:

- (a) are qualified because of knowledge, training and experience to organize the project Work and its performance;
- (b) are familiar with the Act and the Regulations for Construction Projects that apply to the project Work; and
- (c) have knowledge of any potential or actual danger to health and safety at the project.

5. _____ will employ for the purpose of this project the
(Insert Company Name)

following competent supervisors: _____
(Insert name of supervisors)

No supervisors other than those named shall work on the project.

6. _____ will employ for the purpose of this project the
(Insert Company Name)

following subcontractor: _____
(Insert name of subcontractors)

7. All subcontractors employed by _____ for this project will employ as a supervisor or
(Insert Company Name)

supervisors a “competent person” as defined by section 1(1) of the Act, and specifically a person or persons who:

- (a) are qualified because of knowledge, training and experience to organize the project Work and its performance;
- (b) are familiar with the Act and the Regulations for Construction Projects that apply to the project Work; and
- (c) have knowledge of any potential or actual danger to health and safety at the project.

8. The supervisors employed by _____ and subcontractors have successfully
(Insert Company Name)

completed the necessary health and safety courses to be considered a competent person to undertake Work described in the contract.

AND I/We make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of “The Canada Evidence Act”.

DECLARED BEFORE ME AT THE)
)
 OF)
)
 IN THE) _____
) Signing Officer for Company
 THIS DAY OF 20__)
)
 A Commissioner etc.)

Note: This Declaration applies with necessary modification to Quotation Requests and Requests for Proposals.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT REQUIREMENTS

The *Municipal Freedom of Information and Protection of Privacy Act* (the Act) applies to all tenders, quotations and Proposals submitted to the City of Toronto.

Tenders, quotations and Proposals will be received in confidence subject to the disclosure requirements of the Act,

Bidders/Proponents should identify any portions of their tender/quotation/Proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed.

Questions about the Act should be directed to the Corporate Access and Privacy Division at telephone number (416) 392-9683.

Please be aware that bidders' names and the total amount of bid are always made public.

In an effort to reduce, reuse and recycle, we encourage bidders/Proponents to minimize the packaging of their submissions. The evaluations of all bids are based on the "contents" of the submissions, not the way the submissions are packaged. Thank you for reducing!

CONFLICT OF INTEREST POLICY

This is to advise you that City Council passed a new Conflict of Interest Policy in August 2000 that applies to all City of Toronto employees. This policy replaces the policies that dealt with conflicts of interest or codes of conduct in the former municipalities.

It is imperative that all suppliers be aware of the terms of the policy and understand the various situations, which are clearly a conflict of interest, to ensure that a supplier does not place any City employee in a potential conflict situation, when carrying out their respective business activities with the City of Toronto.

A copy of the policy is available on the City of Toronto's website at www.toronto.ca or by calling the Supervisor, Client Services at 416-392-1305.

RESTRICTIONS ON THE HIRING AND USE OF FORMER CITY OF TORONTO MANAGEMENT EMPLOYEES FOR CITY CONTRACTS

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

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

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

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

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

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

Specify: _____.

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

For further information contact:

Manager, Client and Support Services
18th Floor, West Tower, City Hall, (416) 392-1302

INTERPROVINCIAL FAIRNESS LEGISLATION

IMPORTANT NOTE

In order to comply with legislative prohibitions against awards of municipal construction contracts (which by definition of the Act extends to consulting services, including architectural or engineering services) involving persons resident in a Designated Jurisdiction as explained in this Appendix, paragraph 4 below provides that each bid is deemed to contain a certification and warranty that neither the bidder nor any proposed subcontractor is such a resident. Prospective bidders are cautioned to read carefully the definition of “person resident in a Designation Jurisdiction” in clause 1(e), the provisions regarding prohibition, disqualification and rejection in paragraph 2 and the words of paragraph 4 before submitting a bid, and to make inquiries of the City staff contact identified in the Call/Request to which this Appendix is attached if doubts or questions exist.

1. In this Appendix:
 - (a) “Construction” includes all Work in or about:
 - (i) constructing, altering, decorating, repairing, demolishing, erecting or remodelling the whole or any part of a building or structure;
 - (ii) laying pipe and conduit above or below ground level;
 - (iii) excavating, tunnelling, fencing, grading, paving, land clearing and bridging;
 - (iv) building a highway, as defined in section 1 of the *Highway Traffic Act*;
 - (v) carrying out other construction activities designated by the Management Board of Cabinet, on the recommendation of the Minister of Labour; and
 - (vi) providing consulting services, including architectural or engineering services, with respect to matters set out in sub-clauses (i) to (v);
 - (b) “Contractor” means a person that enters into a contract for the Construction and includes any subcontractor;
 - (c) “Controlled” has the same meaning as in subsection 1(5) of the *Business Corporations Act*;
 - (d) “Designated Jurisdiction” means a Province or Territory of Canada prescribed by the Lieutenant Governor in Council as a Designated Jurisdiction under the *Fairness is a Two-Way Street Act (Construction Labour Mobility), 1999*; and as of the date of the Call/Request to which this Appendix is attached the only Designated Jurisdiction is the Province of Quebec.
 - (e) “Person who is resident in a Designated Jurisdiction” means:
 - (i) in the case of an individual or a sole proprietor, one who is ordinarily resident in that jurisdiction;
 - (ii) in the case of a corporation,
 - (A) one whose head office or registered office is located in that jurisdiction; or
 - (B) one controlled directly or indirectly by a person described in foregoing item (A);

- (iii) in the case of a partnership, one that includes at least one partner who is a person resident in that jurisdiction under foregoing subclause (i) or (ii).
- 2. (a) The *Fairness is a Two-Way Street Act (Construction Labour Mobility), 1999*,
 - (i) prohibits municipalities such as the City, and their local boards and other emanations, from entering into a Construction contract with a person who is resident in a Designated Jurisdiction (unless the person is specifically exempted by Regulation); and
 - (ii) prohibits a contractor from engaging a subcontractor who is resident in a Designated Jurisdiction (unless similarly exempted) with respect to Construction under a contract with a municipality or any of its local boards and other emanations.
- (b) A person described in clause 2(1)(a), and a person whose bid indicates an intention to engage a subcontractor described in clause 2(1)(b), is disqualified from submitting a bid in response to the Call/Request of which this Appendix forms part, and the City intends to reject any bid submitted by such a person without further consideration.
- 3. If a Construction contract is awarded under the Call/Request to which this Appendix is attached, it will:
 - (a) contain a representation and warranty by the Contractor that neither the Contractor nor any subcontractor is a person who are resident in a Designated Jurisdiction;
 - (b) require any subcontracts not identified in the Contractor's bid to be subject to the approval of the City of Toronto; and
 - (c) provide that any breach of the representation and warranty described in foregoing clause (a) will constitute grounds for termination of the contract.
- 4. By submitting a bid form properly signed and executed, a bidder will be taken to be:
 - (a) certifying and warranting that neither the bidder nor any proposed subcontractor is a person who is resident in a Designated Jurisdiction as defined in this Appendix,
 - (b) agreeing that if the bidder becomes the Contractor for the Construction Work bid on, the bidder shall be bound by the provisions of paragraph 3 of this Appendix notwithstanding the absence of any specific repetition of or reference to such provisions in any further contract documentation which comes into existence to implement bid acceptance.

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 bidders/proponent who fails to comply will result in disqualification of their response to the call/request.

Bidders/Proponent to state if they have participated in the preparation of this call/request document:

Specify: _____
(yes/no)

LOBBYING DISCLOSURE

A bidder/proponent is required to ensure that no communication is made by the bidder/proponent or its representatives, including a third party representative employed or retained by it to promote its bid/proposal or oppose any competing bid/proposal (“lobbying”) unless such communication, relating to all meetings, written correspondence and telephone discussions that the bidder/proponent or its representatives have had with any Member of Council, City employee, appointed member of any City board, agency, commission, task force, or related organization, is disclosed to the City Clerk. A communication for the purpose of this requirement does not include a communication to the authorized City project contact person.

For the purpose of meeting this requirement, the attached form entitled “Lobbying Disclosure Form” should be completed and submitted to the City Clerk prior to award. In the event the bidder/proponent does not submit the form, the bidder/proponent will be deemed to represent that no lobbying has been carried out by the bidder/proponent or its representatives.

Bidders/proponents are advised that non-compliance with this requirement may affect the award of future contracts. In particular, City Council has adopted a policy which provides in part, as follows:

Where a Proponent or Bidder has not fully disclosed Lobbying in accordance with this policy, or made false or misleading statements in any disclosure form filed with the City Clerk, any Proposal or Bid received from the Proponent or Bidder, as the case may be, shall not be considered for award in any further Request or Call for a period of one year from the time of such non-disclosure or false disclosure coming to the attention of the Purchasing Agent, unless such Proposal or Bid is approved by Council pursuant to a report from the Purchasing Agent setting out the extent and nature of any non-disclosure or false or misleading disclosure.

Bidders/proponents are also advised that the City Clerk will provide the disclosure information contained in the form upon request to any members of Council, City staff or the public and will post the disclosure information on the City’s Website.

1.0 Lobbying Disclosure

A bidder/proponent is required to ensure that no communication is made by the bidder/proponent or its representatives, including a third party representative employed or retained by it to promote its bid/proposal or oppose any competing bid/proposal (“lobbying”) unless such communication, relating to all meetings, written correspondence and telephone discussions that the bidder/proponent or its representatives have had with any Member of Council, City Official, appointed member of any City boards, agency, commission, task force, or related organization, is disclosed to the City Clerk. A communication for the purpose of this requirement does not include a communication to the authorized City project contact person.

For the purpose of meeting this requirement, this form should be completed and submitted to the City Clerk prior to award.

2.0 Please provide the following information:

Competitive Call No. (in respect of which lobbying has occurred)
Bidder/Proponent Name:
Bidder/Proponent Business Address:
Bidder/Proponent Business Telephone No.
Name of each Representative (retained or employed that was engaged in lobbying in respect of the Competitive Call)
Business Address of each Representative Named Above (if different than that of Bidder/Proponent)

Business Telephone No. of each Representative Named Above

List the names of individuals the bidder/proponent and/or his representative(s) have contacted within the awarding body (i.e. City, Agency, Board, Commission or related organization), other than the authorized project contact person, in connection with the Competitive Call named on this form. Contact within the awarding body could include but is not limited to meetings, written correspondence and telephone conversations.

- 3.0 This Disclosure Form is to be submitted up to the time of award of the competitive call.
- 4.0 Bidders and Proponents are responsible for contacting the City of Toronto, Finance Department, Purchasing and Materials Management Division at (416) 392-7311 to ascertain award status and timing for the purpose of compliance with this policy.
- 5.0 The City Clerk will provide the disclosure information upon request to any members of Council, City Staff or the public.
- 6.0 The City Clerk shall post disclosure information on the City's Website.
- 7.0 By not returning this form, it will be assumed that no lobbying has been carried out by the bidder/proponent or its representatives.

**Please return this form to: Ulli S. Watkiss, City Clerk, City Clerk's Office,
2nd Floor, West Tower, City Hall, M5H 2N2**

Name: _____
(Please Print)

Signature: _____

Date: _____

RIGHT TO REJECT DEBTORS AND SET OFF POLICY

Purpose

To protect the interests of the taxpayers of the City of Toronto by reserving the right to the City to reject an offer to supply goods and/or services through the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected.

To make it clear to persons responding to a call or request from the City that the Chief Financial Officer and Treasurer may choose to exercise any legal or equitable right of set-off against any person who becomes indebted to the City during the provision of their services and may re-direct payments to otherwise due to such person towards repayment of outstanding amounts owed to the City.

Right to Reject

It shall be the policy of the City of Toronto that in any procurement of goods and services by the City, the City reserves the right to reject an offer to supply goods and/or services presented in response to the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected. For the purpose of this section, "person making the offer" includes the person actually making the offer, whether as agent or principal, a person on whose behalf the offer is made and any related person.

Declaration

All persons responding to a procurement process from PMMD shall include in their response a fully executed Declaration in the form attached hereto as entitled "Right to Reject Debtors Policy Declaration". The City acknowledges as an internal practice PMMD shall be entitled to rely on the contents of the Right to Reject Debtors Policy Declaration in making a determination of disqualification.

**ALL RESPONSES NOT CONTAINING THIS FULLY EXECUTED DECLARATION
SHALL BE REJECTED AS INCOMPLETE.**

RIGHT TO REJECT DEBTORS POLICY DECLARATION

I, _____ of the _____ of _____, in the Province of _____, do solemnly declare as follows:

That I am [position] _____, being a Senior Officer or Principal of _____ (the "Respondent"), being the person or entity responding to procurement process [Description of call or request]

_____ issued by the Purchasing and Materials Management Division of the City of Toronto on [date] _____ and as such and by virtue of my review of all relevant records and consultation with all relevant persons have knowledge of the matters hereinafter declared to.

2(a). To the best of my knowledge and belief no person who directly or indirectly controls or has a direct or indirect pecuniary interest in the Respondent, as defined or described in the City's Right to Reject Policy, is indebted to the City of Toronto.

OR

2(b). To the best of my knowledge and belief _____ is a person who directly or indirectly controls or has a direct or indirect pecuniary interest in the Respondent, as defined or described in the City's Right to Reject Policy, and is indebted to the City of Toronto.

3. I acknowledge that the City of Toronto will be relying on the contents of this Declaration and its Right to Reject Policy as part of its selection criteria in this procurement award and that failure to complete and include this form with my bid shall cause my bid to be rejected as incomplete.

And I make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Dated this _____ day of _____, _____.

Witness

)

Respondent
Position:

NOTICE OF “NO SUBMISSION”



RFP # :	9118-04-7316	CE
CLOSING DATE:	September 15, 2004	

Fax # 416-392 84 11

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. Just return the completed form in the enclosed Proposal Submission Envelope prior to the official closing date.

1. We do not offer this service.	<input type="checkbox"/>	Other reasons or additional comments.
2. We do not offer services to these requirements.	<input type="checkbox"/>	
3. Unable to offer services competitively.	<input type="checkbox"/>	
4. Cannot handle due to present commitments.	<input type="checkbox"/>	
5. Quantity/project too large.	<input type="checkbox"/>	
6. Cannot meet delivery/completion requirements.	<input type="checkbox"/>	
7. Licensing restrictions.	<input type="checkbox"/>	

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.: