



Michael Pacholok, Director

Purchasing and Materials Management Division
 City Hall, 18th Floor, West Tower
 100 Queen Street West
 Toronto, Ontario M5H 2N2

Joanne Kehoe, Manager
 Professional Services

October 10, 2017

NOTICE TO POTENTIAL PROPONENTS
Request for Proposal No. 9135-17-7181

For: City of Toronto Investment Board

Please review the attached document and submit your Proposal to the address noted below by the closing deadline of **12:00 noon (local Toronto time) on November 6, 2017.**

Proposals will not be considered unless:

Received by the date and time specified above; and

Received at the address specified below.

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

IMPORTANT NOTICE - Fair Wage Schedule(s) Update

At its May 29, 2017 meeting, City Council adopted recommendations to update City of Toronto Fair Wage Schedules.

Notice is given to contractors and other service providers that the fair wage schedules shall be in effect as of August 1, 2017. For more information about the fair wage schedules, please access the following web site at: [Fair Wage](#).

Any questions about the Fair Wage By-law should be directed to the Fair Wage Office at (416) 392-7300 or at fairwage@toronto.ca.

Information and/or site meeting requirements:

Required: (yes/no)	No
Attendance Requirement: (mandatory/voluntary)	
Date:	
Time:	
Location:	

Deadline for Questions (must be in writing):	October 31, 2017 at noon
Deadline for Issuance of any Addenda	November 3, 2017

<p>City Contact: Kyle Menchaca, Senior Corporate Buyer Purchasing and Materials Management Division (t) 416-392-6054 (e) kmencha@toronto.ca</p>
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For convenience you may affix the following address label to the envelope(s) containing your submission.

COMPANY NAME:	
RFP NO.:	9135-17-7181
CLOSING DEADLINE: 12:00 Noon (local Toronto time)	November 6, 2017
DELIVER TO:	Chief Purchasing Official Purchasing and Materials Management Division 18th Floor, West Tower, City Hall 100 Queen Street West Toronto, ON, M5H 2N2

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

Tenders/RFQ/RFP/Sales/Disposals are advertised on the City of Toronto Website: www.toronto.ca/purchasing

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1.0 TERMINOLOGY

1.1 References to Labeled Provisions

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

1.2 Definitions

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

“Addendum” or “Addenda” means any document or documents issued by the City prior to the Closing Deadline that changes the terms of the RFP or contains additional information related to the RFP;

“Affiliated Person” means everyone related to the Proponent including, but not limited to employees, agents, representatives, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, if:

- A. Directly or indirectly either one controls or has the power to control the other, or
- B. A third party has the power to control both.

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

“City” means the City of Toronto.

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

“Closing Deadline” means the date and time specified on the RFP Cover Page or any Addenda issued by the City, as the date and time by which Proponents must submit their Proposal.

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

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to the City and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process including the giving of a benefit of any kind, by or on behalf of the Proponent to anyone employed by, or otherwise connected with, the City ; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in the City contract, the Vendor’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Council” means City Council.

“Diverse Supplier” means any business or enterprise that is certified by a Supplier Certification Organization to be:

- More than 51% (majority) owned, managed and controlled by persons belonging to an equity-seeking community, or
- A social purpose enterprise whose primary purpose is to create social, environmental or cultural value and impact, and where more than 50% of the persons who are fulltime equivalent employees or are participating in, or have completed, transitional employment training, experience economic disadvantage.

“Equity-seeking Community” is a group that experiences discrimination or barriers to equal opportunity, including women, Aboriginal People, persons with disabilities, newcomers/new immigrants, LGBTQ+ people, visible minorities/racialized people, and other groups the City identifies as historically underrepresented.

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

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

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

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

“Proponent” means a legal entity that submits a Proposal. If two or more legal entities wish to submit a Proposal as a consortium, one member of the consortium must be identified as the Proponent with whom the City may enter into an Agreement, and the other member(s) must be identified as subcontractors to that Proponent.

“Proposal” means an offer submitted by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

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

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

“Supplier Certification Organization” is a non-profit organization recognized by the City of Toronto that certifies businesses and enterprises as Diverse Suppliers by assessing them using established, consistent criteria. Recognized Supplier Certification Organizations include:

- Canadian Aboriginal and Minority Supplier Council
- Canadian Gay and Lesbian Chamber of Commerce
- Social Purchasing Project
- Women Business Enterprise Canada
- Canadian Council for Aboriginal Business

“Supplier Code of Conduct” means business ethical standards contained in Article 13 Chapter 195, Purchasing, of the Toronto Municipal Code;

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

1.3 Interpretation

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

- (a) any reference to an officer or representative of the City shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;
- (b) a reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution thereof or amendment thereof;
- (c) all amounts are expressed in Canadian dollars and are to be secured and payable in Canadian dollars;
- (d) all references to time shall be deemed to be references to current time in the City;
- (e) a word importing only the masculine, feminine or neuter gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
- (f) any words and abbreviations which have well-known professional, technical or trade meanings, are used in accordance with such recognized meanings;
- (g) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants; and
- (h) all index and reference numbers in the RFP or any related City document are given for the convenience of Proponents and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

1.4 RFP Process Terms and Conditions

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

2.0 PURPOSE

The purpose of this RFP is to select a qualified Investment Consultant (Vendor) for the purposes of assisting the Toronto Investment Board (the "Board") in an on-going capacity as their Investment Consultant. Both the Board and the position of Investment Consultant are new developments due to the new investment regulations under the *City of Toronto Act, 2006*.

The Investment Consultant will assist the Toronto Investment Board in three main areas:

1. Develop the Investment Plan (IP) – this plan will be an extension of the Council-approved Investment Policy Statement (IPS) and is required by provincial regulation. The IP will require an annual review at a minimum and may require more frequent updates depending on various factors such as market conditions or changes to the IPS;
2. Search and retain the services of agents – as permitted by the provincial regulations, the Board may contract investment managers (and other services) to execute the adopted Investment Plan. As part of

this function, the Investment Consultant will provide on-going performance measurement and compliance services as required by the Board.

3. Provide other services and studies for the Board as requested. These services may include, but not limited to, the following: studies on future returns, risk/return analysis, possible new asset classes, comments on the IPS, updates to the IP, and any other investment related work as agreed.

2.1 Background

In November 2015, the Province of Ontario filed Ontario Regulation 360/15 to amend Ontario Regulation 610/06 (the "Regulation") under the *City of Toronto Act, 2006* (COTA) with regard to the City's authority to invest.

Previously, the regulations were prescriptive and limited the City to a list of Canadian fixed income securities. The new regulations will now rely on the Prudent Investor Standard, and will no longer restrict the securities in which the City may invest.

The new Regulation comes into effect on January 1, 2018. It also provides for a transition period prior to that date during which the following four items should be completed:

1. Establish an independent investment board (Board)
2. Approval of a new Investment Policy Statement (IPS) by City Council
3. Adoption of an investment plan (IP) based on the approved IPS by the Board
4. Hiring investment managers and other service providers to implement the IP by the Board

This RFP is focused on the last two items, however some assistance may be required to assist the Board with comments on the IPS prior to its approval by City Council. (Draft of IPS available through one of the links below).

The current size of the overall investment portfolio is approximately \$6 billion and is divided into three parts: (1) Short Term Fund (STF); (2) Long Term Fund (LTF); and (3) Sinking Funds (SF). The Board will have responsibility of the LTF and the SF, while City staff will be responsible for the STF.

For further background information, please refer to the link for the staff report that was approved by City Council on March 31, 2016.

<http://www.toronto.ca/legdocs/mmis/2016/ex/bgrd/backgroundfile-90742.pdf>)

Establishing the Investment Board:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2017.EX23.2>

Background on Investment Board:

(February 21, 2017) Report from the City Manager and the Deputy City Manager and Chief Financial Officer on Establishment of an Investment Board

(<http://www.toronto.ca/legdocs/mmis/2017/ex/bgrd/backgroundfile-101438.pdf>)

Attachment 1 - Governance Structure of the Investment Board

(<http://www.toronto.ca/legdocs/mmis/2017/ex/bgrd/backgroundfile-101512.pdf>)

Attachment 2 - 2017 Interim Budget

(<http://www.toronto.ca/legdocs/mmis/2017/ex/bgrd/backgroundfile-101513.pdf>)

Investment Policy:

<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2017.EX25.7>

Background Information – Investment Policy

(May 2, 2017) Report from the Deputy City Manager and Chief Financial Officer on City of Toronto Revised Investment Policy

(<http://www.toronto.ca/legdocs/mmis/2017/ex/bgrd/backgroundfile-103526.pdf>)

Attachment 1 - The Draft Investment Policy

(<http://www.toronto.ca/legdocs/mmis/2017/ex/bgrd/backgroundfile-103638.pdf>)

Attachment 2 - Equity Investment Components of Legacy City of Toronto Pension Funds

(<http://www.toronto.ca/legdocs/mmis/2017/ex/bgrd/backgroundfile-103639.pdf>)

2.2 Social Procurement

In May 2016, City Council unanimously adopted the City of Toronto Social Procurement Program (the "Program"). The Program aims to drive inclusive economic growth through supply chain diversity and workforce development strategies: improving access to the City's supply chain for Diverse Suppliers and leveraging meaningful training and employment opportunities for people experiencing economic disadvantage, including those belonging to equity-seeking communities. This project meets the criteria for inclusion in the Program and will therefore have specific requirements related to Social Procurement objectives.

Social Procurement leverages purchasing power and processes to advance positive economic, workforce, and Social Development outcomes, in addition to the delivery of efficient goods, services and works. Social Procurement presents a mechanism to achieve important social goals by strategically changing the way it procures its goods and services. It is used to support the City's goal of increasing opportunities for the training and employment of unemployed and underemployed Toronto residents and, in turn, positively impacting the City's broader poverty reduction goals.

For more information on the City of Toronto Social Procurement Program, visit:

<http://www.toronto.ca/legdocs/mmis/2016/ex/bgrd/backgroundfile-91818.pdf>

2.3 Supplier Diversity

In accordance with Section 1.3.2 of the City of Toronto Social Procurement Policy, (3) three points will be assigned to Proponents that submit information as part of their proposal that will improve supplier diversity in the City's supply chain. See section 5.3, Proposal Content for more information.

3.0 SCOPE OF WORK

3.1 Required Services

Following is a list of services that will be required and may be used as a checklist in the response. Note that other additional services may be required from time to time.

1. INVESTMENT PLAN

Assist the Board to establish an Investment Plan as required by provincial regulation. The Investment Consultant will manage and keep the Investment Plan up-to-date, including the required annual review (or more frequently as requested). Draft any changes for review by the Board.

The Investment Plan will work within the guidelines established by the Council-approved Investment Policy. The Board may require assistance with providing comments to City Council regarding the Investment Policy from time to time.

2. AGENTS (INVESTMENT MANAGEMENT SERVICES)

- Prepare monthly, quarterly, and annual, summary of investment returns as required for the Board. A comprehensive report showing returns, by manager, by asset class, and in total for the Board. Compare returns to appropriate benchmarks and calculate value added data. Collect, consolidate and check return information from the various managers. Annually (or more frequently) prepare a summary comparison of fund returns comparing the City fund with other major public sector funds (peer comparison).
- Monitor and report monthly on asset mix compliance for the funds. Provide recommendations and assist in rebalancing as necessary.
- Review and provide recommendations regarding asset mix strategies.
- Audit fees charged by managers; determine any performance fees or penalties.
- Keep up to date with any developments at the fund's asset managers and report to the Board as appropriate.
- Research and assist the Board to hire or terminate investment managers as needed, including setting manager mandates. Assist with any manager transitions, as required.
- Assist City staff in asset liquidation and fund transfers, in the context of the funds' asset mix requirements for payment purposes.
- Assist the Board with management of the relationship with the custodian; review and confirm custodial fees; review custodial services and assist with searches as required.
- From time to time prepare reports or analyses on issues that may arise (e.g. investment rule changes, securities lending, manager fees, alternative managers, US withholding tax, etc.)
- Have in-house, or have access to, a comprehensive data base of investment management firms, both Canadian and International. Access to ongoing information about these firms (e.g. performance, ownership, personnel, etc.)

3. OTHER SERVICES

- Attendance at all Board meetings (estimated at 6 to 8 per year).
- Preparation of Annual Report to the Board (which will also be forwarded to City Council after approval by the Board).
- Keep the Board up to date on developments in the capital markets. Assist the Board to respond to these developments, as needed.
- Special studies, as agreed to by the Board, to review areas of potential investing interest, strategic studies, asset-liability management and other topics that would increase the optimization of the funds under management.

3.2 Term of Contract

The term of this contract will be for three (3) years with an option to extend an additional two (2) years at the Board's discretion.

3.3 City Staff

Each Consultant must work with City staff, and make its personnel available via telephone or e-communication to answer staff questions before and after Board meetings.

4.0 PROPOSAL EVALUATION AND SELECTION PROCESS

4.1 Selection Committee

- (1) Each Proposal will be evaluated separately through a comprehensive review and analysis by the Toronto Investment Board.
- (2) The Board may at their sole discretion retain additional committee members or advisors.
- (3) The aim of the Board will be to select one Proposal for all the Services, which in its opinion meets the Board's requirements under this RFP and provides the best overall value to the Funds, but the Proposal selected, if any, will not necessarily be the one offering the lowest fees or cost (pricing), since pricing will be only one of the features used to determine each Proposal's total score or ranking.
- (4) By responding to this RFP, each Proponent will be deemed to have agreed that the decision of the Board will be final and binding.

4.2 Selection Criteria

- Proponent Profile;
- Proposed staff team and resources;
- Proponent experience;
- Proposed methodology, work plan, and approach; and
- Cost of services.

4.3 Selection Process

The Selection Committee will score the Proposals using the evaluation table in Appendix E.

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

A Proponent's technical portion of the Proposal must score a minimum of 80% (or 64 points) for the cost of services to be reviewed and evaluated.

The Proposal that achieves the highest Total Score will be ranked first. In the event of a tie Total Score, the Proponent achieving the highest score for its technical portion of the Proposal will be ranked first overall.

4.4 Schedule of Events

- | | |
|---|-------------------|
| • RFP issue date | October 10, 2017 |
| • Deadline for Proponent questions: | October 31, 2017 |
| • Last Day for Issuing an Addendum (if required): | November 3, 2017 |
| • RFP closing date 12:00 noon (local Toronto time): | November 6, 2017 |
| • Approval and award date | November 27, 2017 |
| • Contract start date | December 1, 2017 |

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

4.5 Clarifications

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

The Selection Committee may request this further information from one or more Proponents and not from others.

4.6 Interviews or Demonstrations

A Proponent whose written Proposal has met or exceeded the minimum score of 80% (or 64 points) for the technical portion of the Proposal or has received a high ranking may be invited to provide a short presentation and interview with the Selection Committee, the results of which will be used by the Selection Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Proponent.

As part of the interview, the Proponent may be requested to provide a short (20 minute) presentation on their Proposal. The City reserves the right to interview up to a maximum of three (3) top ranked Proponents. The Selection Committee may interview any Proponent(s) without interviewing others, and the City will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

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

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

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

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

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

4.7 Evaluation Results

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

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

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

4.8 Negotiations and Agreement

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

Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of the City.

The City shall have the right to negotiate on such matter(s) as it chooses with the recommended Proponent without obligation to communicate, negotiate, or review similar modifications with other Proponents. The City shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

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

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

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

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

5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 General Overview

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

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

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

5.2 Proposal Documentation and Delivery

The documentation for each Proposal:

- a) Must be submitted in a sealed envelope or container (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address.
- b) Should be limited to preferably 15 pages, double sided, (for a total of 30 pages) minimum 11 point font, with unlimited appendices.
- c) Must consist of one (1) original (clearly marked as such on its first page), **preferably on a USB drive**, and preferably ten (10) full photocopies of:
 - (i) A **Main Proposal Document** as described in the section below titled **Proposal Content**, including all attachments and appendices as required. (Mandatory)
 - (ii) **Form 1 (Proposal Submission Form)** completed and signed by an authorized official of the Proponent. This includes the acknowledgement of all addenda received as per Appendix A, item 4. (Mandatory)
 - (iii) **Appendix D (Price Detail Form)** completed as indicated. (Mandatory)

Note: Forms 1 and 2 are provided in Appendix C.

- d) must be completed in a non-erasable medium and signed in ink;
- e) must not include:
 - i) any qualifying or restricting statements;
 - ii) exceptions to the terms and conditions of the RFP that have not be approved through an addendum; or
 - iii) additional terms or conditions.
- j) Must be delivered no later than the Closing Deadline to:

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

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

5.3 Proposal Content

Proposals should demonstrate the Proponent's compliance to the City of Toronto Social Procurement Program as a Diverse Supplier defined in Section 1.2 for RFPs issued by Purchasing and Materials Management Division (PMMD) valued greater than \$100,000.

The Proposal should contain the following items:

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

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

Subsection 1 – Executive Summary

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

Subsection 2 – Proponent Profile

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

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

- (a) A profile and summary of corporate history including:
- date company started;
 - products and/or services offered;
 - total number of employees;
 - major clients; and
 - business partners and the products/services they offer;

Subsection 3 – Experience and Qualifications of the Proponent

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

- a) Evidence of Experience in Developing Investment Plans (IP*) for Investment Boards/Committees Using the Prudent Investor Standard
- Provide up to four detailed examples of past projects in which the Proponent has assisted in establishing an IP* for Investment Boards/Committees for Canadian clients with the prudent investor standard
 - Include the following information about these past projects:
 - Size of portfolio
 - Assessing risk parameters
 - Recommendations made to the client regarding IP*.
 - Outcomes and results achieved by the client as result of implementing the Proponent's recommendations

*Given the unique relationship of the IPS and IP in this situation, examples of an overall Statement of Investment Policy and Procedures (SIPP) will suffice.

b) External Investment Manager Search

Provide information and up to four examples of searches conducted on behalf of clients for external investment managers. Examples should cover a range of searches and outcomes.

In addition, proponents are asked to provide some general information about:

- Size and quality of database of investment managers
- Asset classes covered
- Style of investment managers
- Fees of investment managers
- Any other information regarding their ability to search for investment managers

c) References

Preferably provide a minimum of three (3) to a maximum of five (5) references for the purpose of evaluating the Proponent's experience and track record of success. Note that the City prefers references for solutions that are similar to the solution being proposed in response to this RFP. For example, solutions for the municipal/public sector, using the same or similar products proposed, projects of similar size, scale and complexity. Each reference should include:

- the identity of the reference client organization;
- a contact name and title, address and telephone number;
- the size and nature of the client's business;
- the number of years dealing with the client;
- a description of the project;
- the timing and duration of the Proponent's involvement in the project;
- the services that were provided by the Proponent (i.e. investment management advisory services, project management, investment policy/plan, manager searches);
- date of the project;
- details regarding the scale of the project; and
- client's URL address.

Subsection 4 – Proposed Staff Team and Resources

1. It is important that the work be undertaken by a team who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope. In particular, the Proponent should provide the following in its Proposal:
 - a) A list of key staff that the Proponent would propose to use for this work together with their professional qualifications, related project experience and an indication of their duties and responsibilities on this particular project.
 - b) Include strategies and individuals that can fulfill the roles and responsibilities for any unforeseen events requiring replacement of team members.
 - c) Resumes for proposed individuals are to be included as an Appendix to the Proposal.
 - d) Provide a statement of any conflict of interest, if applicable. Refer to Appendix A – RFP Process Terms and Conditions for information relating to conflicts of interest.

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

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

Subsection 5 – Work plan and Deliverables - Proposed Approach

Provide a detailed description of how the Proponent intends to provide the consulting services required to effectively support the activities of the Board. In particular, provide the Proponent's proposed approach towards the following key activities:

1. Creation and regular review of the Investment Plan
2. Selection of new external investment managers (agents)
3. On-going assessment of external fund manager performance
4. Maintenance of the Board's general awareness of the investment environment (e.g. market conditions, alternative investment or asset mix options, regulatory changes, etc.)

A detailed work plan indicating project methodology and an overall timeline of the project should be clearly defined.

With regard to the on-going assessment of external fund manager performance, please provide an example of a monthly/quarterly report that would be provided to the Board. This example should show performance and other details of external managers during a regular evaluation update. A minimum of three (3) asset classes with an active and passive mandate in each of these asset classes should be provided in the example (total of six (6) mandates). (It is suggested the asset class used in this example be: Canadian Fixed Income, Canadian Equity, and U.S Equity however the Proponent may show other examples if desired).

As part of the description above, state the proponent's assumptions regarding the necessary time involvement of the Board and City staff.

Subsection 6 – Cost of Services

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

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

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

The City shall not be responsible for any additional costs.

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

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

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

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

A. Core Pricing

The Proponent must complete and submit the Price Detail Form located in Appendix D as applicable.

The Proponent shall provide an upset limit price for carrying out the work as described in this RFP (Table 1 of Appendix D).

The Proponent shall also provide the hourly billing rates for each of the staff that will be assigned to this project (Table 2 of Appendix D). If selected, these rates will be used to pay the Vendor on a regular basis for staff time expended on the project up to a total amount that is less than or equal to the upset limit.

The hourly billing rates may also be applied to any additional work agreed upon by the Vendor and City staff.

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

B. Taxes

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

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

C. Optional and/or Additional Pricing

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

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

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

D. Payment Terms and Discount Schedule

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

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

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

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

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

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

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

E. City of Toronto's Invoice and billing requirements

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to the City of Toronto. If the billing information is missing from an invoice it will result in a payment delay and the invoice may be returned to you without payment.

It is the Vendor's responsibility to submit correct invoices for payment of goods /services delivered to the City of Toronto Divisions. If an incorrect invoice is submitted, the vendor will be requested to issue a credit note and submit a new invoice. If the invoice in question offered an early payment discount, the re-issue date of the new invoice will be used to calculate the early payment discount terms.

1) Exceptions

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

2) Electronic Invoices

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

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

1.1 Billing Requirements

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

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

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

I. Name of City Division,

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

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

- (3) City purchases with the use of a credit card/PCard, are NOT to be sent to Corporate Accounts Payable. These invoices are considered paid.
- (4) Vendors are encouraged to provide packing slips and/or goods receipt confirmations directly to the ordering Division for goods/services delivered.
- (5) Vendors are to provide backup documentation directly to the ordering Division, not Corporate Accounts Payable.

1.2 Contract Release Order for Contract Purchases

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

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

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

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

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

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

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

1.3 Discount Terms

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

Early Payment terms should be clearly indicated on the invoice.

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

1.4 Direct Deposit

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

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

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APPENDIX A

RFP PROCESS TERMS AND CONDITIONS

1. Proponent's Responsibility

It shall be the responsibility of each Proponent:

- (a) to examine all the components of this RFP, including all appendices, forms and addenda;
- (b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
- (c) to become familiar, and (if it becomes a successful Proponent) comply, with all of the City's Policies and Legislation set out on the City of Toronto website at:
Purchasing Policies and Legislation

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

2. Prime Proponent

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

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

3. City Contacts and Questions

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

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

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

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

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

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

http://www.toronto.ca/citybusiness/pdf/policy_procurement_process.pdf

http://www.toronto.ca/legdocs/municode/1184_140.pdf

http://www.toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf

4. Addenda

If the City, for any reason, determines that it is necessary to revise any part of this RFP or to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum shall form an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City.

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

The City reserves the right to revise this RFP up to the Closing Deadline.

If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Closing Deadline for a reasonable amount of time.

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

5. Exceptions to Mandatory Requirements, Terms and Conditions

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

6. Omissions, Discrepancies and Interpretations

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

7. Proponents Shall Bear Their Own Costs

Every Proponent shall bear all costs associated with or incurred by the Proponent in the preparation and presentation of its Proposal including, if applicable, costs incurred for interviews, demonstrations, 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.

8. Limitation of Liability

The City shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the City of any Proposal, or by reason of any delay in acceptance of a Proposal, except as provided in this RFP.

9. Post-Submission Adjustments and Withdrawal of Proposals

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

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal prior to the Closing Deadline. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative of the Proponent. The City is under no obligation to return withdrawn Proposals.

A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

10. Binding Proposal

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

11. Acceptance of Proposals

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

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

- (a) accept or reject any or all Proposal(s) at any time;
- (b) waive immaterial defects and minor irregularities in any Proposals;
- (c) modify and/or cancel this RFP prior to accepting any Proposal;
- (d) award a contract in whole or in part.

The City is relying on the experience and expertise of the Proponent. The City reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of the City. Proponents and their Affiliated Persons that are currently on a City of Toronto suspended vendor list are not eligible for an award.

12. Verify, Clarify and Supplement

When evaluating proposals, the City may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Proposal. The City may revisit and re-evaluate the Proponent's Proposal or ranking on the basis of any such information.

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

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

13. No Incorporation by Reference

The entire content of the Proponent's Proposal should be submitted in a fixed form and the content of websites or other external documents referred to in the Proponent's Proposal will not be considered to form part of its Proposal.

14. Unbalanced Bids (In this paragraph "Bid" refers to the Proposal)

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

A bid is materially imbalanced when:

- (a) it is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
- (b) the City had determined that the proposal may not result in the lowest overall cost to the City even though it may be the lowest submitted bid; or
- (c) it is so unbalanced as to be tantamount to allowing an advance payment.

15. Ownership and Confidentiality of City-Provided Data

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

- (a) is and shall remain the property of the City;
- (b) must be treated by Proponents and prospective Proponents as confidential;
- (c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

16. Ownership and Disclosure of Proposal Documentation

- (a) The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Proponent in connection with, or arising out of this RFP, once received by the City:
 - i) shall become the property of the City and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
 - ii) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.
- (b) Because of *MFIPPA*, Proponents should identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
- (c) Each Proponent's name at a minimum shall be made public.
- (d) Proposals will be made available to members of City Council provided that their requests have been made in accordance with the City's procedure and may be released to members of the public pursuant to MFIPPA.
- (e) The City will not return the Proposal or any accompanying documentation submitted by a Proponent.

17. Intellectual Property Rights

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

18. Failure or Default of Proponent

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

- (a) Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void; or

- (b) Consider that the Proponent has abandoned any Agreement and 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. The Proponent shall be ineligible to submit a new Proposal or bid for any Call that the City is required to reissue as a result of the Proponent's failure or default or where the City deems that the Proponent has abandoned the Agreement.

19. Publicity

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

20. Selection of Top-Ranked Proponent(s)

The top-ranked Proponent(s), as established under the evaluation that are selected by the City to enter onto an agreement pending award will be so notified by the City in writing.

21. Notification to Other Proponents

Once the recommended Proponent(s) is notified of their selection, the other Proponents will be notified by the City in writing of the outcome of the RFP process.

22. Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the selection process. All requests must be in writing to the City Contact and must be made within sixty (60) days of notification of the outcome of the selection process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFP process.

23. No Contract until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the City by the RFP process until the selection of the Proponent to provide the Deliverables pursuant to an Agreement.

24. Cancellation

The City may cancel or amend the RFP process without liability at any time.

25. Bid Protest Procedure

- (a) Pre-award bid disputes.

Proponents should seek a resolution of any pre-award dispute by communicating directly with the City Contact as soon as possible from the time when the basis for the dispute became known to them. The City Contact may delay the outcome of the selection process, or any interim stage of this RFP process, pending the acknowledgement and resolution of any pre-award dispute. For more information, see the Pre-Award and Post-Award Bid Dispute Procedure.

- (b) Post-award bid disputes.

Any dispute to the outcome of this RFP process must be received in writing by the City Contact no later than ten (10) days after the date of the notification of the outcome of the selection process, or where a debriefing has been requested, no later than five (5) days after such debriefing is received. Any dispute that is not timely received or in writing will not receive further consideration.

Any written dispute with a procurement value over \$100,000 that cannot be resolved by the City Contact through consultations with the Proponent, shall be referred to the Treasurer or their designate(s) for an impartial review, based on the following information:

- i. A specific description of each act or omission alleged to have materially breached the procurement process;
- ii. A specific identification of the provision in the solicitation or procurement procedure that is alleged to have been breached;
- iii. A precise statement of the relevant facts;
- iv. An identification of the issues to be resolved;
- v. The Proponent's arguments, including any relevant supporting documentation; and
- vi. The Proponent's requested remedial action.

The Treasurer or their designate(s), in consultation with the City Solicitor, may:

- i. Dismiss the dispute;
- ii. Accept the dispute and direct the City Contact to take appropriate remedial action, including, but not limited to, rescinding the award and any executed contract, and canceling the solicitation.

For more information, see the [Pre-Award and Post-Award Bid Dispute Procedure](#).

26. Supplier Code of Conduct

(a) Honesty and Good Faith

Proponents must respond to the City's RFP in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the RFP. Proponents shall submit a Proposal only if they know they can satisfactorily perform all obligations of the contract in good faith. Proponents shall alert the Buyer to any factual errors, omissions and ambiguities that they discover in the RFP as early as possible in the process to avoid the RFP being cancelled.

(b) Confidentiality and Disclosure

Proponents must maintain confidentiality of any confidential City information disclosed to the Proponent as part of the RFP.

(c) Conflicts of Interest and Unfair Advantage

Proponents must declare and fully disclose any actual or potential conflict of interest or unfair advantage related to the preparation of their bid or where the Proponent foresees an actual or potential conflict of interest in the performance of the contract.

(d) Collusion or Unethical Bidding Practices

No Proponent may discuss or communicate, directly or indirectly, with any other Proponent or their Affiliated Persons about the preparation of their Bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other supplier making a submission for the same work. Proponents shall disclose to the Buyer any affiliations or other relationships with other Proponents that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

(e) Illegality

A Proponent shall disclose to the Buyer any previous convictions of itself or its Affiliated Persons for collusion, bid-rigging, price-fixing, bribery, fraud or other similar behaviours or practices prohibited under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon.

(f) Interference Prohibited

No Proponent may threaten, intimidate, harass, or otherwise interfere with any City employee or public office holder in relation to their procurement duties. No Proponent may likewise threaten, intimidate, harass, or otherwise interfere with an attempt by any other prospective Proponent to bid for a City contract or to perform any contract awarded by the City.

(g) Gifts of Favours Prohibited

No Proponent shall offer gifts, favours or inducements of any kind to City employees or public office holders, or otherwise attempt to influence or interfere with their duties in relation to the RFP or management of a contract.

(h) Misrepresentations Prohibited

Proponents are prohibited from misrepresenting their relevant experience and qualifications in relation to the RFP and acknowledge that the City's process of evaluation may include information provided by the Proponent's references as well as records of past performance on previous contracts with the City or other public bodies.

(i) Prohibited Communications

No Proponent, or Affiliated Person, may discuss or communicate either verbally, or in writing, with any employee, public office holder, or the media in relation to any solicitation between the time of the issuance of the RFP to the award and execution of final form of contract, unless such communication is with the Buyer and is in compliance with Chapter 140, Lobbying of the Municipal Code.

(j) Failure to Honour Bid

Proponents shall honour their Bid, except where they are permitted to withdraw their bid in accordance with the process described in the RFP. Proponents shall not refuse to enter into a contract or refuse to fully perform the contract once their bid has been accepted by the City.

(k) Proponent Performance

Proponents shall fully perform their contracts with the City and follow any reasonable direction from the City to cure any default. Proponents shall maintain a satisfactory performance rating on their Contracts with the City and other public bodies to be qualified to be awarded similar contracts.

(l) Disqualification for Non-Compliance with Supplier Code of Conduct

Proponents shall be required to certify compliance with the Supplier Code of Conduct in the RFP Submission Form 1 (Appendix C), with their Bid and verify compliance, upon request from the Buyer, prior to award. Any contravention of the Supplier Code of Conduct by a Proponent, including any failure to disclose potential conflicts of interest or unfair advantages, may be grounds for the Chief Purchasing Official to disqualify a Proponent from the RFP and suspend the Proponent from future procurements.

27. Governing Law and Interpretation

The terms and conditions in this Appendix A - Terms and Conditions of RFP Process:

- (a) are included for greater certainty and intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

APPENDIX B

AGREEMENT TERMS AND CONDITIONS

Note to Appendix:

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

1. Compliance with Laws

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

2. Non-Exclusivity

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

3. Confidentiality

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

4. Conflict of Interest

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the City without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the City to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the City may immediately terminate the Contract upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by the City to resolve or manage a Conflict of Interest; or (c) the Vendor's Conflict of Interest cannot be resolved to the City's reasonable satisfaction.

5. Indemnities

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

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

6. Intellectual Property Indemnity

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

7. Employment & WSIB Indemnity

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

8. No Assignment

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

9. Subcontractors

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

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

10. Personnel and Performance

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

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

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

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

11. Independent Contractor

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

12. Insurance

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

- (a) Commercial General Liability provided that the policy:
 - (i) is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence;
 - (ii) adds the City of Toronto as an additional insured;
 - (iii) includes Non-Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the services;
 - (iv) includes a clause which will provide the City with thirty (30) days' prior written notice of cancellation (15 days if cancellation is due to non-payment of premium).
- (b) Professional Liability (errors and omissions) coverage provided that the policy:
 - (i) is in the amount of not less than One Million Dollars (\$1,000,000);
- (c) If the successful vendor is an environmental specialist, include the following item
 - (i) includes professional services pollution liability insurance coverage;
 - (ii) will extend to infringement of copyright and other intellectual property, including misuse of trade secrets, if appropriate.

Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period of time ending no sooner than TWO YEARS after the termination or expiry of this Agreement, as the case may be.

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

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

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

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

13. Third Party Software

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

- (a) analyze, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or
- (b) divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use, of such software.

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

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

14. Ownership of Intellectual Property and Deliverables

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

15. Payment Schedule

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

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

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

If the City does not approve of the Services which are the subject of the invoice, the City shall advise the Vendor in writing of the reasons for non-approval and the Vendor shall remedy the problem at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.

The Vendor shall be solely responsible for the payment of all personnel costs including statutory and otherwise (including without limitation subcontractors and suppliers and their respective personnel) made available by it and used for performance of any of the Services.

16. Termination Provisions

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

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

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

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

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

17. Right to Audit

The City may audit all financial and related records associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the

Vendor. The Vendor shall at all times during the term of the contract, and for a period of 7 years following completion of the Agreement, keep and maintain records of the Work performed pursuant to this Agreement. This shall include proper records of invoices, vouchers, timesheets, and other documents that support actions taken by the Vendor. The Vendor shall at his own expense make such records available for inspection and audit by the City at all reasonable times.

18. Liquidated Damages

If the Vendor at any time fails to supply all goods or services to the City as specified within the Agreement, or fails to replace goods or services rejected by the City, then the City shall be permitted to procure such goods or services elsewhere and charge any additional costs incurred by the City to the vendor as liquidated damages, unless otherwise specified, and deduct such amounts from payments due to the Vendor or to otherwise collect such costs from the vendor by any other method permitted by law.

19. Right to Retain Monies

The City shall have the right to retain out of monies payable to the vendor under the Agreement the total amount outstanding for time to time of all claims arising out of the default of the Vendor of its obligations to the City. This shall include claims pursuant to this or any other contract or cause of action between the Vendor and the City which have not been settled between the City and the Vendor.

20. Occupational Health and Safety

- a. The Vendor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- b. Nothing in this section shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the Services, either instead of or jointly with the Vendor.
- c. The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Services.
- d. The Vendor acknowledges and represents that:
 - i. The workers employed to carry out the Services have been provided with training in the hazards of the Services to be performed and possess the knowledge and skills to allow them to work safely;
 - ii. The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
 - iii. The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
 - iv. The Vendor has in place an occupational health and safety, workplace violence and workplace harassment policies in accordance with the OHSA; and
 - v. The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.

- e. The Vendor shall provide, at the request of the *[General Manager/Executive Director/etc.]* or his designate, the following as proof of the representations made in paragraph d(i) and d(iv):
 - i. documentation regarding the training programs provided or to be provided during the Services (i.e. types of training, frequency of training and re-training); and
 - ii. the occupational health and safety policy.
- f. The Vendor shall immediately advise the *[General Manager/Executive Director/etc.]* or his designate in the event of any of the following:
 - i. A critical injury that arises out of Services that is the subject of this agreement;
 - ii. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Services that is the subject of this agreement;
 - iii. A charge is laid or a conviction is entered arising out of the Services that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the Criminal Code, R.S.C 1985, c. C-46, as amended and the Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A, as amended.
- g. The Vendor shall be responsible for any delay in the progress of the Services as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Services or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to the City.
- h. The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Vendor do work or perform a task that is the subject of this agreement.

21. Workplace Safety and Insurance Act

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

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

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

22. Accessibility Standards and Customer Service Training Requirements

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

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

<http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=aa2f637314522410VgnVCM10000071d60f89RCRD&vgnnextfmt=default>

VIEWING COPY ONLY

APPENDIX C

STANDARD SUBMISSION FORMS

FORM 1: Proposal Submission Form – **Mandatory**

FORM 2: Notice of No Submission – If Applicable

VIEWING COPY ONLY

PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL NO. 9135-17-7181
RE: CITY OF TORONTO INVESTMENT BOARD
CLOSING: 12:00 NOON (LOCAL TORONTO TIME) NOVEMBER 6, 2017

1. PROPONENT INFORMATION

Please complete following form, and name one (1) authorized person to be the contact for the procurement process and for any clarifications or amendments that might be necessary.

Full Legal Name of Proponent:	
Any Other Trade Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
Contact Person and Title:	
Contact Phone:	
Contact Facsimile:	
Contact E-mail:	

2. REQUEST FOR PROPOSAL TERMS, CONDITIONS AND SPECIFICATIONS

By signing this form the Proponent agrees that if selected to provide the goods and/or services described in this Request for Proposal document, they will provide those goods and/or services in accordance with the terms, conditions, and specifications contained in the Request for Proposal document and in accordance with the Proponent's proposal submission.

PROPOSAL SUBMISSION FORM

3. POLICIES

The Proponent has read, understood and agrees to comply with the policies, practices and statements found on the City’s website at the following link:

[Purchasing Policies and Legislation](#)

Without limiting the Proponent's acknowledgement of the City's general procurement policies, by signing this form, the Proponent acknowledges and certifies that the Proponent, and any of its proposed subcontractors, will provide the goods and/or services in compliance with the following specific policies:

3.1 DECLARATION OF COMPLIANCE WITH THE CITY'S SUPPLIER CODE OF CONDUCT

By signing this form, the Proponent acknowledges that it has read and understands its obligations under the Toronto Supplier Code of Conduct and further certifies that the Proponent, and any of its proposed subcontractors, will provide the services in compliance with the Toronto's Supplier Code of Conduct.

Refer to the Supplier Code of Conduct in Article 13 of Chapter 195, Purchasing, of the Toronto Municipal Code.

3.1.1 PROHIBITION AGAINST COLLUSION AND UNETHICAL BIDDING

If the box below is left blank, the Proponent will be deemed to declare that it had no affiliation or other relationships with other Proponents that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

If the Proponent declares an affiliation or other relationship with other Proponents that might be seen to compromise the principle of fair competition, the Proponent must set out the details below:

Refer to the Supplier Code of Conduct in Section 3.1 of Form 1 of this RFP.

3.1.2 PROHIBITION AGAINST ILLEGALITY

If the box below is left blank, the Proponent will be deemed to declare that is has no previous convictions of itself or affiliated persons for collusion, bid-rigging, price-fixing, bribery, fraud, or other similar behaviors or practices prohibited under the Criminal Code, the Competition Act, or other applicable law, for which the Proponent has not received a pardon.

PROPOSAL SUBMISSION FORM

If the Proponent declares that it has previous convictions of itself or affiliated persons, the Proponent must set out the details below:

Refer to the Supplier Code of Conduct in Section 3.1 of Form 1 of this RFP.

3.1.3 CONFLICTS OF INTEREST OR UNFAIR ADVANTAGE

For the purposes of this section, the term “Conflict of Interest” means

- (a) in relation to the procurement process, the Proponent has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Potential Conflicts of Interest or unfair advantage include, but are not limited to:

- (c) Engaging current or former City employees or public office holders to take any part in the preparation of the proposal or the performance of the contract if awarded, any time within two (2) years of such persons having left the employ or public office of the City;
- (d) Engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the procurement process or performance of the contract, if awarded;
- (e) Prior involvement by the supplier or affiliated persons in developing the technical specifications or other evaluation criteria for the solicitation;
- (f) Prior access to confidential City information by the supplier, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Proponents; or
- (g) The Proponent or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the City in relation to a previous contract.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in connection with preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFSQ process.

PROPOSAL SUBMISSION FORM

The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the procurement.

If the Proponent declares an actual or potential Conflict of Interest, the Proponent must set out the details below:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; AND (b) were employees of the City and have ceased that employment within twenty four (24) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with the City:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual. Proponents may include this information on a separate sheet if more space is required)

The Proponent agrees that, upon request, the Proponent shall provide the City with additional information from each individual identified above in a form prescribed by the City.

3.2 RIGHT TO REJECT DEBTORS AND SET OFF POLICY

For a copy of the City of Toronto Policy, visit the website:
[RIGHT TO REJECT DEBTORS AND SET OFF POLICY](#)

3.3 ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

For a copy of the City of Toronto Environmentally Responsible Procurement Policy, visit the website:
[ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT](#)

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

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

PROPOSAL SUBMISSION FORM

3.4 DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY

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

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

Declaration:

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

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

3.5 ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING REQUIREMENTS POLICY

For a copy of the City of Toronto Policy, visit the website:

[ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING REQUIREMENTS POLICY](#)

PROPOSAL SUBMISSION FORM

4. DISCLOSURE OF INFORMATION

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

The Proponent shall provide the City with *ongoing disclosure*, should the Proponent be awarded a contract and any of the information provided above change.

5. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE

I/WE ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA ISSUED:

ADDENDUM No(s). _____ TO _____ DATED _____ TO _____

.....

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

I have authority to bind the Proponent and attest to the accuracy of the information provided in this proposal.



THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED NON-COMPLIANT.



NOTICE OF “NO SUBMISSION”

RFP # :	9135-17-7181	KM
CLOSING	November 6, 2017	

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.

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.:

Send to kmencha@toronto.ca.

APPENDIX D SUPPLEMENTARY SUBMISSION FORMS

For instructions on completing this form, see section 5.3, sub-section 7.

TABLE 1 – PRICING	
	Price
*a) TOTAL LUMP SUM ANNUAL FEE	\$ _____
b) HST	\$ _____
c) TOTAL UPSET LUMP SUM FEE WITH TAXES (a+b)	\$ _____

***This will be used for evaluation purposes**

TABLE 2 – HOURLY RATE		
Hourly Rates (Per Diem will be based on 8 hours) as applicable:		HOURLY RATE (excluding HST)
Position	Name	
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

APPENDIX E PROPOSAL EVALUATION TABLE

Investment Consultant for Toronto Investment Board

EVALUATION CRITERIA		
Stage 1: Mandatory Submission Requirements	PASS / FAIL	
Stage 2: Technical Proposal	AVAILABLE POINTS TO BE AWARDED	PROPOSER'S POINTS
Proponent profile <ul style="list-style-type: none"> ○ Core areas of expertise ○ Size of firm (# of staff, # of investment professionals) ○ Evidence of Diverse Supplier (3 pts) 	10	
Proposed staff team and resources <ul style="list-style-type: none"> ○ qualifications ○ general areas of work expertise 	10	
Proponent Experience <ul style="list-style-type: none"> • up to four detailed examples of past projects: <ul style="list-style-type: none"> ○ Size of portfolio ○ Public sector fund ○ Assessing risk parameters ○ Recommendations made to the client regarding Investment Plan and Manager Search. ○ Outcomes and results achieved by the client as result of implementing the Proponent's recommendations 	20	
Proposed Work plan, Approach, and Example <ul style="list-style-type: none"> ○ General approach ○ Specific approach towards key consulting activities ○ Work plan details and timeline ○ Example of monthly/quarterly report to Board regarding external manager performance and evaluation 	40	
Stage 3: Interviews / Presentations (if applicable, see section 4.6)	N/A	N/A
A Proponent's technical portion of the Proposal must score a minimum of 80% (or 64 points) for the cost of services to be reviewed and evaluated		
Stage 4: Cost of Services		
Fees (based on Appendix D2, Table 1, Total Lump Sum Fee) The lowest cost proposal receives 20 points. The remaining proposals receive points based on the following formula [Score = (lowest proposal cost ÷ Proponent's proposal cost) × 20]	20	
TOTAL:	100	