

January 31, 2012

NOTICE TO POTENTIAL PROPONENTS

Request for Proposal No. 9119-12-7043

For: A Service and Organizational Study of Emergency Medical Services and Fire Services

Two Envelope System

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 February 29, 2012.**

Proposals will not be considered unless:

Received by the date and time specified above; and

Received at the address specified below.

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

Information and/or site meeting requirements:

Required: (yes/no)	No
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Deadline for Questions (must be in writing):	February 17, 2012
City Contact: Tina Mann, Acting Senior Corporate Buyer Purchasing and Materials Management Division (t) 416-397-4805, (f) 416-397-7779 (e) tmann@toronto.ca	

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

COMPANY NAME:	
RFP NO.:	9119-12-7043
CLOSING DEADLINE: 12:00 Noon (Local Toronto Time)	February 29, 2012
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

CITY CONTACT AND QUESTIONS

Should Proponents have any questions about any aspect of this RFP, they should direct their inquiries in writing by e-mail, to the attention of the City Contact as set out on page 1 of the RFP.

Proponents are advised that from the issuance of this RFP until the time the RFP is awarded, no communication (including but not limited to promoting its Proposal or opposing a competing Proposal) with respect to this RFP shall be made by any Proponent, or its representatives, including any third party representatives employed or retained by the Proponent (or any unpaid representatives acting on behalf of either) with any City staff, City Official or Council Member(s) other than a communication with the City Contact identified on page 1 of this RFP. For more information on the prohibition of lobbying during a procurement, please see the interpretation bulletin found on the City's Lobbyist Registrar's website:

http://www.toronto.ca/lobbying/pdf/interpretation_bulletin_lobbying_procurements.pdf

Proponents are required to submit written questions and specification concerns to the City Contact no later than the deadline for Proponent questions as per Section 5.4 of the RFP. Addenda may be issued as a result of questions and comments received prior to the deadline for questions at the sole discretion of the City. Questions received after the deadline for written questions may not be addressed.

FAIRNESS CONSULTANT

The City has engaged P1 Consulting Inc. as a fairness consultant independent of the City to review and report on adherence to the procurement process.

TABLE OF CONTENTS

RFP 9119-12-7043

Notice to Potential Proponents.....	1
Table of Contents	3
 1.0 TERMINOLOGY	5
1.1 References to Labeled Provisions.....	5
1.2 Definitions	5
 2.0 PURPOSE.....	6
 3.0 BACKGROUND AND CONTEXT FOR THIS RFP.....	6
3.1 Core Service Review.....	6
3.2 Overview of Toronto Emergency Medical Services (TEMS)	8
3.3 Overview of Toronto Fire Services (TFS).....	11
3.4 Role of Sunnybrook Centre for Pre-Hospital Medicine.....	15
 4.0 SCOPE OF SERVICES	16
4.1 Project Objectives and Deliverables.....	16
4.2 Roles and Responsibilities of the Consultant.....	18
4.3 Roles and Responsibilities of the City.....	18
4.4 Project Completion.....	19
4.5 Oversight Team and Steering Committee.....	19
4.6 Meetings and Presentations.....	19
4.7 Report Deliverables.....	19
 5.0 PROPOSAL EVALUATION AND SELECTION REQUIREMENTS	20
5.1 Selection Committee.....	20
5.2 Selection Criteria	21
5.3 Selection Process	21
5.4 Schedule of Events.....	22
5.5 Clarifications.....	22
5.6 Interviews or Demonstrations	22
5.7 Evaluation Results	23
5.8 Negotiations and Agreement.....	23
 6.0 PROPOSAL SUBMISSION PROCESS.....	24
6.1 General Overview	24
6.2 Proposal Documentation and Delivery	24
6.3 Proposal Content.....	25

Appendices

Appendix A	RFP Process Terms and Conditions.....	32
Appendix B	Agreement Terms and Conditions	38
Appendix C	KPMG Service Profile for TEMS.....	45
Appendix D	KPMG Service Profile for TFS.....	49
Appendix E	List of Acts, Associated Regulations, and Standards	57

Appendix F	TEMS Organizational Structure.....	59
Appendix G	List of Ontario Fire Marshall Guidelines.....	64
Appendix H	TFS Organizational Structure.....	68
Appendix I	Evaluation Criteria.....	86
Appendix J	Standard Submission Forms	87
Appendix K	Supplementary Submission Forms.....	94

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DO NOT SUBMIT

1.0 TERMINOLOGY

1.1 References to Labeled Provisions

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

1.2 Definitions

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

“Agreement” means any written contract between the City and a Proponent or any purchase order issued by the City to the Consultant 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 Project Manager" means the main contact person at the City for all matters relating to the project, and/or the manager of a City team assigned to the procurement for this project.

“Council” means City Council.

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

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

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act, which is provincial legislation that governs access to public information and the protection and privacy of personal information.

"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.

"PMMD" means the Purchasing and Materials Management Division of the City.

“Preferred Proponent” means the Proponent whose Proposal, as determined by City staff through the evaluation analysis described in the RFP, provides the best overall value in meeting the City’s requirements, and may be recommended for award.

"Project Lead" means the person appointed by the Consultant under section 4.2, responsible to be the main contact person for all matters relating to the Services.

“Proponent” means a legal entity, being a person, partnership or firm that submits a Proposal in response to a formal Request for Proposal.

“Proposal” means an offer submitted by a Proponent in response to a formal Request for Proposals (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 Consultant as described in this RFP.

2.0 PURPOSE

The City of Toronto under the direction of the City Manager, is inviting Proposals from qualified firms with the proven skills, resources and relevant experience for the purposes of carrying out an objective service and organizational study of Toronto Emergency Medical Services (TEMS) and Toronto Fire Services (TFS).

The successful Proponent will report to a City Project Manager and will work closely with the Deputy City Managers for Cluster A and Cluster B and the Chiefs of both service areas.

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

3.0 BACKGROUND AND CONTEXT FOR THIS REQUEST FOR PROPOSAL

3.1 Core Services Review

At its April 12 and 13, 2011 meeting, City Council considered a report from the City Manager and Deputy City Manager/Chief Financial Officer regarding the initiation of a Service Review Program. The Service Review Program was initiated in preparation for the 2012 Budget Process and Multi-Year Financial and Service Planning Budgeting Process. The 2012 beginning operating spending pressure was estimated at \$774 million, before any potential offsets from revenue sources such as property tax increases. The Service Review Program is intended to help mitigate the 2012 Operating Outlook Pressure and, in the longer term, contribute toward resolving the City’s structural deficit.

The Service Review Program includes three key components:

- A Core Service Review that examines what services the City delivers and at what level;
- Service Efficiency Studies that examine how the City delivers its services; and
- A User Fee Review that examines the City’s fees to determine the extent to which they are fair, and collect the full service cost.

The City Manager retained third-party expertise, the firm KPMG LLP to assist with the Core Service Review which:

- Reviewed and analyzed all City services, activities and service levels provided by divisions and agencies and applied a core service filter to services;
- Identified which services are provided at higher than standard service level;
- Conducted a jurisdictional review of comparable municipalities and jurisdictions; and
- Identified options and opportunities to change services and service levels.

The core service filter assessed the City's services along a core continuum and ranked services by the following categories:

- Mandatory: required by legislation;
- Essential: critical to the operation of the City;
- Traditional: provided by virtually all large municipalities for many years; and
- Other/Discretionary: provided by the City to respond to particular community needs.

Service levels were assessed to identify which City services are delivered below standard, at standard, above standard and the degree to which the standard was prescribed by legislation, set by City Council, management or funding agreement, or based on industry best practice.

KPMG also put forward options and opportunities for the City's consideration to change services and service levels, provided preliminary information on the risks and implications of making these changes and potential timelines for implementation and provided a high level order of magnitude of potential savings for each opportunity.

The opportunities identified through the Core Service Review related to Emergency Medical Services include:

- Consider outsourcing some or all of non-emergency inter-facility patient transports.
- Consider eliminating Community Medicine activities.
- Consider integrating EMS and Fire organizationally and developing new models to shift more resources to EMS response and less to fire services over time.

The service profile for Emergency Medical Services developed for the purposes of the Core Service Review is attached as Appendix C.

The opportunities identified through the Core Service Review related to Fire Services include:

- Consider reducing the range of medical calls to which the fire department responds.
- Consider integrating EMS and Fire organizationally and developing new models to shift more resources to EMS response and less to fire response over time.
- Consider the opportunities to improve fire response times and decrease equipment requirements through dynamic staging.

The service profile for Fire Services developed for the purposes of the Core Service Review is attached as Appendix D.

The report, *Core Service Review: Final Report to Executive Committee* was considered by Executive Committee at its September 19, 2011 meeting and City Council at its September 26 and 27, 2011 meeting. The full report can be found at:
<http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2011.EX10.1>

Executive Committee referred the KPMG opportunities with respect to TEMS and TFS to the City Manager for inclusion in broader service and organizational studies to be reported to Standing Committee and City Council as required.

Further information on the City's Service Review Program can be found at <http://www.toronto.ca/torontoservicereview/servicereview.htm>.

3.2 Overview of Toronto Emergency Medical Services (TEMS)

Background and Legal Context

TEMS exists to safeguard the quality of life in Toronto by providing superior ambulance-based health service, responding in particular to patients with health emergencies and to special needs of vulnerable communities through mobile health care. The division was formed in 1975 with the amalgamation of all existing private ambulance services and is the largest municipal paramedic ambulance service in Canada.

The *Ambulance Act* and the associated Regulations govern the delivery of ambulance services in Ontario including the responsibilities of municipalities, certification requirements of operators, and the powers, duties and obligations of ambulance service providers. TEMS operates as the sole provider of ambulance services in the City of Toronto under a license awarded by the Province of Ontario. TEMS is examined and recertified every three years by the Ministry of Health and Long Term Care through a comprehensive evaluation, inspection, and audit process.

The delivery of ambulance services is subject to a range of Acts and Regulations including but not limited to the *Ambulance Act*, *Ambulance Services Collective Bargaining Act, 2001*, *Coroner's Act*, *Emergency Management and Civil Protection Act*, *Health Care Consent Act, 1996*, *Health Protection and Promotion Act*, *Highway Traffic Act*, *Personal Health Information Protection Act*, *Regulated Health Professions Act, 1991* and the *Substitute Decisions Act 1992*.

Similar to all other City divisions, TEMS must also comply with a range of other Acts and Regulations including but not limited to the *Accessibility for Ontarians with Disabilities Act*, *Municipal Freedom of Information and Protection of Privacy Act*, *Occupational Health and Safety Act*, and the *Workplace Safety and Insurance Act*. A list of Acts and the associated Regulations that TEMS is subject to is attached as Appendix E.

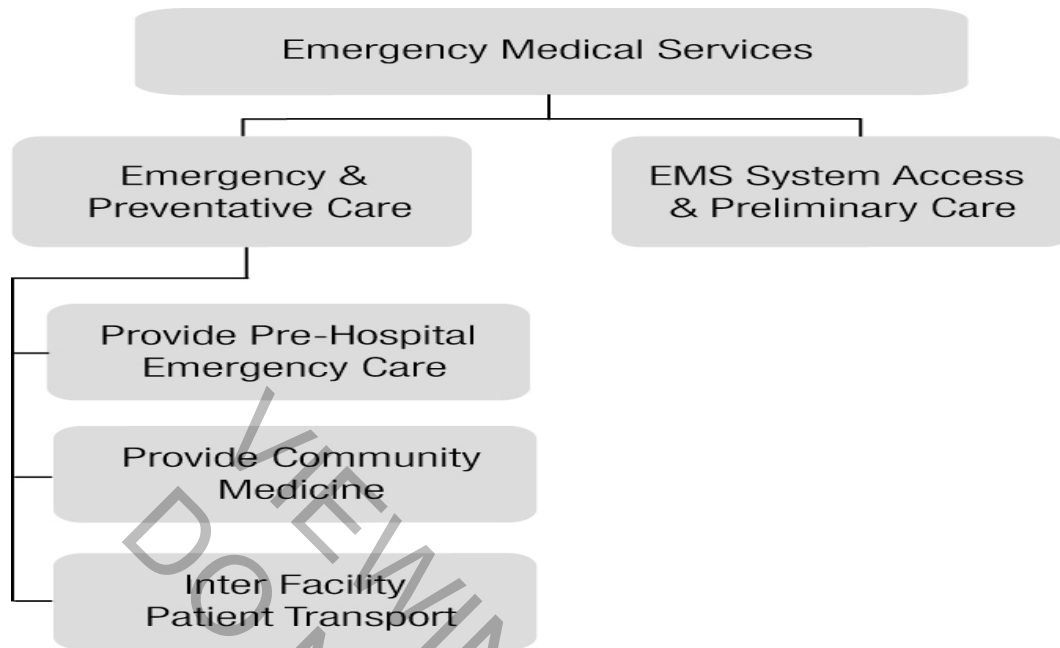
In delivering its services, TEMS is required to comply with a broad range of operational, clinical and medical standards published by the Ministry of Health and Long Term Care including but not limited to the Advanced Life Support Patient Care Standards, Ambulance Service Documentation Standards, Deceased Patient Standards, Land Ambulance Certification Standards and Land Ambulance Response Time Standards. A list of mandatory standards that TEMS is subject to is attached as Appendix E.

Service Overview

TEMS' geographic service delivery area encompasses 650 square kilometres with a daytime population of 3.5 million. TEMS operates from 45 ambulance stations located across the city, with a fleet of 154 ambulances, 22 one-person emergency response vehicles, 16 mountain bicycles and a staff of 851 paramedics and 108 emergency medical dispatchers that provides 24-hour, 7-day per week emergency medical response. TEMS organizational structure is attached as Appendix F.

TEMS provides two major services: (1) Emergency and Preventive Care Services and (2) EMS System Access and Preliminary Care.

Program Map



(1) Emergency & Preventive Care Services

TEMS provides two primary services to the residents of Toronto through activities such as pre-hospital emergency care (94.3% of call volume); community medicine and inter-facility patient transport services (4.4% of call volume).

- ✓ Pre-hospital care includes the support, instruction, care, treatment and transport provided from the moment the request for emergency care is initiated until the patient's care is transferred to the receiving health care provider. Major activities include:
 - Pre-hospital emergency care (Primary/Advanced, Stand-by Emergency, Stand-by Special Event) provided 24/7.
 - Response to emergency 911 calls provided 24/7.
 - Patient transport (emergency and non-emergency) of approximately 181,800.
- ✓ Community medicine is a service with a focus on the reduction of repeat 911 ambulance calls and emergency room visits, referrals to appropriate health care and injury prevention. This service includes:
 - Patient referrals to Community Care Access Centres for appropriate alternative care through assessments performed on all emergency calls (via CREMS – Community Referrals by EMS).
 - Influenza vaccination to homeless and marginally-housed persons through clinics held in

shelters and drop-in centres to approximately 4,300 clients in collaboration with Toronto Public Health.

- ✓ Out-of-hospital care includes all other aspects of care and treatment provided by emergency services personnel including response to and the treatment of citizens involved in mass casualty incidents and community emergencies, and the provision of medical support to other emergency services.

(2) TEMS System Access and Preliminary Care Services

Through its Central Ambulance Communications Center (CACC), the initial access point to the City of Toronto's emergency health services system for victims of illness or injury, EMS provides ambulance communication services that are seamless, integrated, accountable, accessible and responsive to the emergency requirements of residents in accordance with the *Ambulance Act, O. Reg. 257/00*.

Industry Standards and Best Practices

TEMS also works to maintain best practice standards of care that meet or exceed industry standards including but not limited to:

- Accreditation Standards of the International Academies of Emergency Dispatch;
- Ambulance Call Report in accordance with the Ministry of Health and Long Term Care's Ambulance Service Documentation Standards;
- American Heart Association Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care;
- A Model to Guide Hospice Palliative Care: Based on National Principles and Norms of Practice (2002);
- Canadian Standards Association, Z96-09 Standard for High Visibility Safety Apparel;
- EMS Chiefs of Canada White Paper;
- Infection Prevention and Control Best Practices Manual for Land Ambulance Paramedics;
- Ontario Heart and Stroke Foundation Guidelines;
- Position Paper of the National Association of EMS Physicians;
- Red Light Camera System Processing Centre Protocol for Police, Ambulance and Fire Vehicles; and
- Workplace Hazardous Materials Information System (WHMIS).

2011 Approved Budget and 2012 Recommended Budget

The total 2011 approved Operating Budget for TEMS is \$170,774,000 (gross) and \$66,011,100 (net), representing 1.8% of the City's total budget. The Province of Ontario funds 100 percent of the cost for the Central Ambulance Communications Centre and funds 50 percent of the cost of Land Ambulance Services.

The total 2011 gross capital budget is \$17.5 M.

The Council approved 2011 Operating Budget is comprised of the following services:

Service	(\$000's)	
	Gross	Net
Central Ambulance Communications Centre	16,411.0	100.8
Corporate Charges	5,911.5	1,918.8
Operations Support Services	24,355.6	9,152.0
Operations	116,358.1	51,843.4
Program Development and Service Quality	7,738.1	2,996.1
Total	170,774.3	66,011.1

As part of its ongoing efficiency measures and to address the 2012 budget pressures, all City divisions and agencies were requested to find 10 percent operating budget reductions. The 2012 Operating Budget for TEMS recommends a 3% budget reduction achieved through efficiencies, some position deletions and deferring the hiring of 36 paramedics.

The link to the TEMS approved 2012 Operating Budget considered by City Council at its meeting on January 17, 2012 can be found at:

http://www.toronto.ca/budget2012/pdf/op12_an_ems.pdf.

3.3 Overview of Toronto Fire Services (TFS)

Background and Legal Context

TFS provides high quality, safe, efficient, effective and caring emergency response and fire prevention and education services to those who live in, work in and visit our City in order to:

- Protect life, property and the environment from the effects of fire, illness, accidents, natural disasters and all other hazards;
- Enhance fire and life safety, and raise community awareness about all hazards through public outreach and education;
- Pursue the acquisition and use of the most effective technology, equipment and resources to ensure performance in a competent and professional manner; and
- Build a cohesive, equitable and unified workforce.

The *Fire Protection and Prevention Act, 1997* (FPPA) governs the delivery of fire protection, suppression, and prevention services, and fire inspections to enforce the FPPA and O.Reg. 213/07 (the "Fire Code"). Under the FPPA, municipalities are required to establish a program to provide public education with respect to fire safety, certain components of fire prevention (including, fire prevention inspections, smoke alarm programs, home escape planning services, delivery of public education materials and programs, a risk assessment of the community's fire safety), and such other fire protection services as the municipality determines may be necessary in accordance with its needs and circumstances.

The FPPA also sets out the role and powers of the Ontario Fire Marshall, appointed by the Province of Ontario to administer the FPPA, the Fire Code, and provincial emergency systems involving fire services; to conduct fire investigations; and to provide support to fire departments

through guidelines and professional development. A full list of Guidelines published by the Ontario Fire Marshall is attached as Appendix G.

In Ontario, the Office of the Fire Marshall is the provincial certifying body for firefighters and other fire department personnel. Municipal fire departments are required to submit an annual compliance report to the Office of the Fire Marshall with respect to meeting the minimum standards of the FPPA.

The delivery of fire protection, suppression and prevention services is subject to a range of Acts and Regulations including but not limited to the *Building Code Act*, *Coroners Act*, *Forest Fire Prevention Act*, *Highway Traffic Act*, and *Provincial Offences Act*. TFS also performs a regulatory role in a range of provincial legislation including but not limited to the *Day Nurseries Act*, *Environmental Protection Act*, *Pesticides Act*, and *Technical Standards and Safety Act*, 2000.

Similar to all other City divisions, TFS must also comply with a range of other Acts and Regulations including but not limited to the *Accessibility for Ontarians with Disabilities Act*, *Municipal Freedom of Information and Protection of Privacy Act*, *Occupational Health and Safety Act*, and the *Workplace Safety and Insurance Act*. A full list of Acts that TFS is subject to is attached as Appendix E.

TFS is established under Toronto Municipal Code Chapter 79, Fire Services which broadly sets out the responsibilities and authorities of the Fire Chief and Deputy Fire Chief, outlines general duties and responsibilities and powers related to fire suppression and other types of rescues and emergencies.

TFS also performs a regulatory and enforcement role in a range of City of Toronto municipal by-laws including but not limited to Chapter 387: Carbon Monoxide Detectors, Chapter 466: Fire Services, Chapter 470: Fire Safety Boxes, and Chapter 880: Fire Routes.

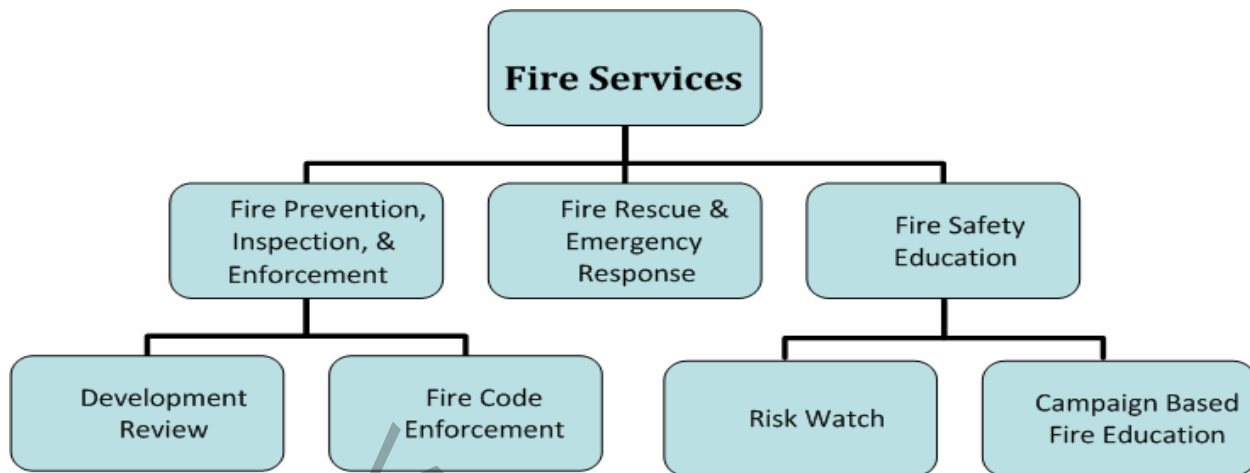
Service Overview

TFS is the 5th largest fire service in North America and the largest in Canada. Composed of 3184 staff, the division operates on a four platoon system of 24 shifts, while support units Services shifts that are adapted for their particular role. Emergency apparatus respond from 83 fire stations (82 permanent and 1 seasonal). Toronto Fire Services deploys 128 front line apparatus and one fireboat. The organizational structure for TFS is attached as Appendix H.

As the City's only all hazards response agency, TFS is tasked with mitigating emergency incidents of various scales and circumstances while ensuring reduced risk to residents, life and property based on being prepared to react to emergency incidents within National Fire Prevention Association (NFPA) timeframes and standards.

TFS provides three major services: (1) Fire Rescue and Emergency Response, (2) Fire Prevention, Inspection and Enforcement and (3) Fire Safety Education.

Program Map



(1) Fire Rescue and Emergency Response

Fire Rescue and Emergency Response provides alarm response, critical fire suppression services as well as first response to medical emergencies, heavy urban search and rescue, hazardous materials response, road accident response and response to other disasters and emergencies as required. Suppression staff are trained to provide immediate advanced life-saving and first aid for incidents of fire accident and medical emergencies. The 2010 approved service level is based on a four minute travel time 90 per cent of the time. Current travel time 90 percent of the time is 4 minutes and 53 seconds.

(2) Fire Prevention, Inspection and Enforcement

Fire Prevention, Inspection and Enforcement provide building inspection and enforcement of Fire Code violations as well as building plan examination services. Inspections are conducted based upon particular types of occupancies and potential hazardous conditions in the city. Inspections include high risk facilities such as hospitals, nursing homes and rooming houses as well as mandatory smoke alarm/CO detection enforcement, marijuana grow-ops inspection programs and entertainment district inspections. The recommended service level by the Fire Underwriters Survey is 1 inspector to 15,000 of the population. The 2010 service level is 1 inspector to 26,500 of the population.

(3) Fire Safety Education

Fire Safety Education provides public education in matters relating to fire prevention and emergency preparation for individuals, community groups and schools. This mandatory service oversees implementation of the Risk Watch program in all schools in the City of Toronto as well as new public education programs, including the car seat inspection program. The recommended service level by the Fire Underwriters Survey is 1 public educator to 50,000 of the population. The 2010 service level is based on 1 educator for every 130,000 of the population.

Industry Standards and Best Practices

TFS works to meet or exceed industry standards and best practices including but not limited to:

- American Heart Association Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care;
- Canadian Standards Association Z94.4 Standard for the Selection, Use and Care of Respirators;
- Guidelines for Improving Health and Safety in the Fire Services issued under the *Occupational Health and Safety Act*;
- National Fire Prevention Association (NFPA) Standards related to fire operations, staffing complement, geographic station coverage, communications systems, public education, health and safety standards;
- National Fire Prevention Association (NFPA) Standards related to the operation of Class A Fireboats;
- National Institute of Standards and Technology, Report on Residential Fireground Field Experiments, April 2010
- Ontario Heart and Stroke Foundation Guidelines;
- Ontario Firefighter Standards;
- Ontario Fire Service Standards;
- Red Light Camera System Processing Centre Protocol for Police, Ambulance and Fire Vehicles;
- Standards for the selection, use and care of respirators issued by the Canadian Standards Association; and
- Workplace Hazardous Materials Information System (WHMIS).

2011 Approved Budget and 2012 Recommended Budget

The total 2011 approved Operating Budget for TFS is \$371,741.100 (gross) and \$359,140.800 (net), representing 4% of the City's total Operating Budget.

The total 2011 gross capital budget is \$7.7 M, which includes \$2.5 M for Construction of Station D, \$1.1 M for Restoration of Heritage Fire Hall #227, and \$1.3 M for heavy urban search and rescue projects.

The Council approved 2011 Operating Budget is comprised of the following services:

Service	(\$000's)	
	Gross	Net
Operations	300,408.3	289,198.5
Fire Prevention & Public Safety	14,473.4	14,186.9
Communications & Operational Support	28,492.5	27,888.8
Prof Development & Mechanical Support	24,826.0	24,426.0

Fire – Headquarters	3,540.9	3,440.6
Total	371,741.1	359,140.8

As part of its ongoing efficiency measures and to address the 2012 budget pressures, all City divisions and agencies were requested to find 10 percent operating budget reductions. The 2012 Operating Budget for TFS recommends a 3.1% budget reduction achieved through efficiencies, some position reductions and deferring the hiring of 68 firefighters.

The link to the TFS approved 2012 Operating Budget considered by City Council at its meeting on January 17, 2012 can be found at: http://www.toronto.ca/budget2012/pdf/op12_an_fire.pdf.

3.4 Role of Sunnybrook Centre for Pre-Hospital Medicine

Designated Provider Appointed under the *Ambulance Act*

Sunnybrook Centre for Pre-Hospital Medicine (also known as the “Base Hospital”) is the designated provider appointed by the Minister of Health and Long Term Care under the *Ambulance Act* to provide oversight to the quality of pre-hospital medical care and medical education to paramedics.

Sunnybrook Centre for Pre-Hospital Medicine is the designated Base Hospital for the City of Toronto, Regions of Halton and Peel, the County of Simcoe, the District of Muskoka and the First Nations of Rama and Beausoleil and is required to enter into an agreement with each provider of Paramedic Services in its designated area.

The Base Hospital provides medical direction, leadership and advice in the provision of pre-hospital emergency health care within a broad based, multi-disciplinary community emergency health services system. The centre uses an evidence-based approach focusing on optimal patient outcomes and consists of a number of medical directors and staff with expertise in education, research, risk, and quality assurance.

The Base Hospital is responsible to:

- Provide the delegation of controlled medical acts to paramedics in accordance with the College of Physicians and Surgeons of Ontario policies and with Provincial guidelines;
- Provide medical advice relating to pre-hospital patient care and transportation;
- Provide quality assurance information and advice; and
- Provide continuing medical education required to certify and recertify paramedics.

Tiered Emergency Response Agreement

TEMS, TFS and the Toronto Police Service (TPS) operate under a tiered emergency response system which is based on providing immediate first response intervention to warranted medical conditions. Tiered emergency response systems are considered a best practice for comprehensive public safety systems and are employed in most major North American cities.

The Base Hospital provides advice on the Tiered Response Agreement between TEMS, TFS and TPS. Under the Tiered Response Agreement, TFS and TPS are notified by TEMS of all calls considered to be a life-threatening emergency and are requested to respond where appropriate. The classification and level of severity of emergency calls is determined by a clinically based emergency call triage system used by TEMS.

The Base Hospital is a member of the Tiered Response Committee responsible for monitoring the Tiered Response Agreement. The Committee provides advice to the respective Chiefs by reviewing data, determining and monitoring performance indicators, and recommending the specific Medical Priority Dispatch System determinants that require a tiered response from TFS and TPS.

4.0 SCOPE OF SERVICES

4.1 Project Objectives and Deliverables

The Request for Proposal aims to select an objective, qualified and expert third party consulting firm to undertake a service and organizational review of TEMS and TFS.

Specifically, the Consultant will undertake the following key activities:

(A) Document and assess the current operations of TEMS and TFS.

The assessment shall include but not be limited to:

- An analysis of service demand and required resource levels projected through to 2022 taking into consideration public safety performance (such as response times and service levels), demographics, population, traffic, built form, legislative and health and safety requirements.
- A scientific and academic literature review that identifies industry best practices, emerging challenges and risks that should guide service delivery.
- A scan to identify potential immediate (2012/2013) operational efficiencies considering a range of strategies such as business process re-engineering, outsourcing or alternative service delivery, automation, shared services and service innovation that may result in cost savings.
- Identification of estimated high-level savings, implementation costs and time frames of operational efficiencies and potential risks and implications, including for example impacts on service delivery, impacts that are cross-divisional or enterprise-wide or other effects of proposed changes.

(B) Conduct an evaluation and analysis of comparable Canadian, American, and international jurisdictions to identify a full range of service delivery model options.

- The identification of comparator jurisdictions should take into account scale, population density, complexity, legislative context, economic and social factors, organizational mandates, funding mechanisms including fee-for-service billing, maturity of the service delivery model, and other relevant governance, organizational, and service attributes.

- The final list of comparator jurisdictions will require approval by the City of Toronto as part of the study work plan and prior to the commencement of Services.

(C) Propose service delivery and organizational model options that optimize efficiencies while ensuring service effectiveness.

Compare the proposed models to the current service delivery models and describe the relative advantages and disadvantages of each, including an analysis of the following:

- Key model features including structure, reporting in the City administration, staffing requirements and service delivery attributes;
- Comprehensive health and safety risk assessment to consider the impact of proposed service delivery changes on staff and public safety;
- Consideration of service delivery models which use resources most efficiently and eliminate or explicitly minimize duplication with respect to responding to medical calls;
- Strengths, limitations and challenges including potential implications with respect to service delivery, incident and patient outcomes, funding, collective agreements, wages and pension adjustments;
- Organizational cultural impacts, risks to operational and organizational success, and benefits to the City;
- Potential risks and mitigation strategies;
- Short and long-term training and certification costs if applicable including wages, equipment, tuition, and instructor costs;
- Legislative and funding requirements;
- Estimated order of magnitude cost savings for 2013 and future years’;
- Detailed implementation work plan, time lines and estimated implementation costs including phased implementation if appropriate;
- Consideration of station requirements including short, medium and long term capital priorities to implement station retrofits if applicable; and
- Estimated short, medium and long term operating and capital investments if required.

(D) Examining the facilities management, real estate and fleet functions in TEMS and TFS are outside the scope of this study.

The City has recently completed cross-corporate reviews of Facilities Management and Real Estate Services; and Fleet Management encompassing all City divisions and agencies, including TEMS and TFS. The final reports for the Facilities Management and Real Estate Services Study and Fleet Management Study can be found at:

<http://www.toronto.ca/torontoservicereview/efficiencystudies.htm>

The findings and recommendations of the Service and Organizational Study of TEMS and TFS will be made public and may be reported to and considered by Standing Committees and Council as directed or required. Accordingly, City staff may request the Consultant to support their role

as the lead responsible for undertaking briefings and relationship management with senior parties including the:

- Mayor, members of City Council and Committees of Council;
- City Manager and Deputy City Managers;
- City divisional staff and key stakeholders; and
- Labour unions and professional associations.

4.2 Roles and Responsibilities of the Consultant

The Consultant will report to a City Project Manager and will be responsible for performing the Services and providing the deliverables outlined in this RFP, including but not limited to:

- Assigning a Project Lead to coordinate the delivery of the project and to report to the City Project Manager.
- Submitting a detailed work plan/schedule satisfactory to the City within two (2) weeks of notification that the Consultant is the Preferred Proponent; the detailed Services plan/schedule will be included in the Agreement with the Consultant.
- Providing regular status reports and working closely with the City Project Manager, Chief of TEMS, Chief of TFS and the Deputy City Managers for Clusters A and B.
- Attending regular Steering Committee meetings to seek input and provide regular status updates.
- Working with internal and external stakeholders as required by the approved work plan.

The Consultant must:

- Identify a key single-point-of-contact who will liaise with the City's Project Manager on project direction, clarification, and issues management;
- Ensure the availability of key project individuals (i.e. those having major areas of responsibility); and
- Obtain the written approval of the City for any substitutions of such key individuals.

4.3 Roles and Responsibilities of the City

The roles and responsibilities of the City Project Manager include but are not limited to, the following:

- Overall direction and management of the project.
- Acting as the central point of contact between the Consultant and the City.
- Acting as a liaison between the Consultant and various stakeholders while the study is being conducted.
- Approving the Consultant's work plan at the onset of the project.
- Providing clarifications and instructions to the Consultant as Services proceeds.

- Monitoring progress of the project and completion of the deliverables.

The Consultant will take direction from the City Project Manager and receive advice and support from the Steering Committee outlined in Section 4.5.

4.4 Project Completion

It is the City's intention to have the Project completed within six (6) to eight months (8) months from the date of award. However, the City will require an interim report by the end of June 30, 2012 providing direction and advice related to potential savings for inclusion in the City's 2013 Operating Budget Submission as outlined in Section 4.7, Report Deliverables.

4.5 Oversight Team and Steering Committee

The study will be supported by a Steering Committee consisting of the Deputy City Managers for Cluster A and Cluster B, the Chief of TEMS, the Chief of TFS, the City Project Manager and the City Manager's delegate.

4.6 Meetings and Presentations

The Consultant will be responsible for the following:

- Attending scheduled status meetings with the Steering Committee to provide updates on the status of the project (approximately 3 to 4 meetings).
- Presenting the findings of the study to the Steering Committee for discussion and verification prior to the draft report (1 to 2 meetings).
- Presenting the findings and recommendations of the final report to the Steering Committee and the City Manager (2 meetings).
- Presenting the findings and recommendations of the final report to others as identified in section 4.1. (2 to 3 meetings).
- Presenting the findings and recommendations to the applicable Standing Committee of City Council and City Council if required as outlined in section 4.1 (1 to 2 meetings).

4.7 Report Deliverables

The Consultant shall prepare regular written status reports to the City Project Manager as directed or required with regard to interim findings and/or issues needing the involvement of City staff. Status reports shall include observations made by the Consultant that are germane to this RFP, tasks performed to mitigate issues, and recommendations provided to City staff to alleviate any deficiencies/difficulties that require rectification by the City in order for the Consultant to proceed to the next activities/steps. Each progress report subsequent to the first shall be with regard to the activities undertaken since the Consultant delivered his/her previous status report to the City's Project Manager.

Interim Report

The Consultant shall prepare and submit an interim report to the City no later than June 30, 2012 that summarizes the work completed to-date, draft findings, potential efficiencies and estimated savings that can be included in the City's 2013 Operating Budget Submission. The interim report shall be documented in report format, shall be submitted in electronic format, unlocked and not copy-protected, in both Word or Powerpoint and PDF formats, and ten (10) bound hard copies.

The Consultant shall prepare a final report for the Services that shall be documented in report format and shall include standard business report components including but not limited to:

- Executive Summary;
- Table of Contents;
- Purpose;
- Methodology;
- Findings;
- Options considered and the rationale, benefits, limitations and cost estimates of each;
- Recommendations and Rationale;
- Risks and Implications; and
- Implementation Plan.

Draft versions of the Interim Report, Executive Summary and Final Report must be submitted and approved by the City prior to finalization. The Consultant should be aware that the City may request revisions to the draft documents prior to finalization.

The Final Report shall be provided to the City within two weeks of the approval of the final draft and shall be submitted in electronic format, unlocked and not copy-protected, in both Word and PDF formats, and ten (10) bound hard copies. The Final Report shall contain all the appropriate tables, and technical appendices to support the findings resulting from the work plan objectives noted in the above sections.

5.0 PROPOSAL EVALUATION AND SELECTION PROCESS

5.1 Selection Committee

All Proposals will be evaluated through a comprehensive review and analysis by a Selection Committee which will include members from the City Manager's Office, the City Project Manager, TEMS and TFS. The Selection Committee may, at its sole discretion, retain additional committee members or advisors as it deems appropriate.

The Selection Committee will review and analyze the Proposal(s) of each Proponent to determine which Proposals, in the opinion of the Committee, best meet the City's requirements set out in this RFP and provide the best overall value to the City, but the Proposal(s) selected, if any, will not necessarily be the one(s) offering the lowest fees or cost (pricing). Pricing is one of the components in determining the total score or ranking. Proposals will be scored in accordance with the Selection Criteria and Process set out in this RFP.

A Proponent may propose to provide all areas of expertise from within one organization or alternatively, may assemble a consortium of specific expertise through subcontract agreements, but the City will enter into Agreement with the Prime Proponent only (defined in Appendix “A”). Proposals must be submitted by the Prime Proponent and will be evaluated on the basis of the experience and skills of the key team members identified in the Proposal.

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

5.2 Selection Criteria

Proposals will be evaluated based on the Proposal Evaluation Table in Appendix I.

5.3 Selection Process

Proposals will be subject to a three (3) stage evaluation process as follows:

- Stage 1: Mandatory Submission Requirements (Pass or Fail);
 - Stage 2A: Evaluation of Technical Proposal (Proposal Structure, Attributes and Content);
 - Stage 2B: Interviews, if required
- (Proponents must meet the mandatory technical threshold of 75% (56.3 points out of 75 available points) at conclusion of Stage 2)
- Stage 3: Cost of Services (for Proponents that have achieved or met the minimum technical threshold required in order to have their cost of services evaluated).

In the event that none of the Proposals achieves the required minimum threshold score of 75% (56.3 points out of 75 available points) the City, at its sole discretion, may create a short list of up to 5 higher scoring Proponents who achieved a minimum score of 70% (52.5 points out of 75 available points) at the conclusion of Stage 2, to move forward to Stage 3 of the evaluation.

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

The technical Proposal must score a minimum of 75% (or 56.3 points) for the Cost of Services Envelope to be opened and evaluated. Only in the event that none of the Proposals meet the 75% threshold, will the minimum technical threshold be considered at 70% (or 52.5 points out of 75 available points).

Purchasing & Materials Management Division may open the Cost of Services envelope to ensure compliance with the requirements of the RFP, however the Selection Committee will not have any knowledge of any information contained in the Cost of Services envelopes until such time that the technical evaluations are complete and Proponents are short-listed.

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

5.4 Schedule of Events

The following schedule of events will apply to the selection process:

RFP Issuance	January 31, 2012
Deadline for Proponent Questions	February 17, 2012
Last day for City to Issue Addenda (if any)	February 22, 2012
RFP Closing Deadline	February 29, 2012
Contract Awarded	Week of March 26, 2012

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

5.5 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 the 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 the Proponent's company.

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

5.6 Interviews or Demonstrations

A Proponent whose written Proposal has met or exceeded the minimum technical score of 75% (56.3 points out of 75 available points) may be invited to an interview with the Selection Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the Preferred Proponent(s). The City reserves the right to interview up to a maximum of five (5) top ranked Proponents meeting the minimum technical threshold.

The Proponent 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.

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.

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

Proponents requested by the City to participate in an interview/presentation will be provided at least three (3) business days notice prior to the interview.

5.7 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee to the appropriate City staff and/or City Council. Proposal evaluation results shall be the property of the City and are subject to MFIPPA. Evaluation results may be subject to public release pursuant to MFIPPA.

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

5.8 Negotiations and Agreement

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

6.0 PROPOSAL SUBMISSION REQUIREMENTS

6.1 General Overview

The City has formulated the procedures set out in this RFP to ensure that it reviews and scores Proposals through an open, competitive process that ensures all 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 or are otherwise non-compliant.

Proposals should address the RFP content requirements as outlined herein, should be detailed, comprehensive and well ordered, i.e. submitted in a bound package, in a typed format, indexed, with each section separated by a page divider. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the City's ability to conduct a thorough evaluation. General marketing or promotional material will not be reviewed or considered.

6.2 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 14 pages, double sided, minimum of 11 point font, with unlimited appendices.
- (c) Must consist of one (1) original (clearly marked as such on its first page) and preferably six (6) full photocopies of:
 - (i) **Main Proposal Document** as detailed in Section 6.3, 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 (Mandatory).
 - (iii) **Form 2: Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request**, completed as indicated (Mandatory).
 - (iv) **Form 3: Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts**, completed as indicated, if applicable.
 - (v) **Form 4: Environmentally Responsible Procurement Statement**, completed as indicated, as applicable.

- (vi) **Form 5: Notice of No Submission**, completed as indicated, if applicable.

Note: Forms 1 to 5 are provided in Appendix J.

(d) Two-Envelope System

The documentation for the Cost of Services Submission:

- i) Must be **PACKAGED AND SEALED IN A SEPARATE ENVELOPE** labeled Cost of Services (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address; and
- ii) Must consist of One (1) original, clearly marked as such on its first page, and Three (3) copies of Appendix D (Price Detail Form) completed as indicated.

No cost information shall be included in the body of the technical Proposal or it will be rejected.

- (e) 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 Closing Deadline, and Proposals that arrive after the Closing Deadline will not be accepted.

6.3 Proposal Content

A Proposal submission should contain the following items in the order described:

Part 1 – Title Page:

Show the RFP number, closing date and time, Proponent's name, the address, telephone and fax numbers of the Proponent firm, and a contact person who will act as the Proponent's representative for post-submission communications.

Part 2 – Letter of Introduction

Introduce the Proponent with a letter originally signed by the person(s) authorized to sign on behalf of, and to bind the Proponent to, statements made in Proposal to this RFP. The letter should contain the same signature as the person signing the submission forms appended to this RFP.

Part 3 – Table of Contents

Include page numbers and identify all included materials in the Proposal submission.

Part 4 – General Introduction

Summarize the key features of the Proposal.

Part 5 – Proponent Profile

Proponents should demonstrate that they have the personnel, organization, and financial resources to deliver timely response and service to the City over the period of the contract.

- 1) As evidence that the Proponent is a viable and sound enterprise, include the following information and if the submission is a joint Proposal, provide the same information for each consortium member (failure to do so will be reflected in reduced marks during evaluation):

A profile and summary of corporate history including the:

- Full legal name of the Proponent;
- Name, title and telephone number of the Proponent's representative;
- Full address of the Proponent including that of any head office;
- Description of the Proponent's corporate organization including all partners, members of consortia and/or sub-consultants (as applicable);
- Identification of the prime consultant as the Prime Proponent, i.e. the responding entity where a Proposal is being provided in consortia, and a clearly defined accountability framework between the prime consultant and all sub-consultants;
- Date the firm/corporation started;
- Number of employees;
- Services offered; and
- Major clients (current or recent, within the last year).
- A profile and summary of corporate history of any parents or subsidiaries and affiliates and the nature of the Proponent's relationship to them (i.e., research, financing and so on).

Part 6 – Experience and Qualifications of the Proponent

1. It is important that the Services be undertaken by a Proponent who can demonstrate specific knowledge of, and experience in performing similar projects of comparable nature, size and scope. It is the City's preference to engage a Consultant that offers equal representation (in terms of experience and qualifications of the firm as well as the staff), in both Fire Services and Emergency Medical Services. In particular, the Proponent should demonstrate the following in its Proposal:
 - (a) Extensive experience gained from similar EMS and Fire related projects of comparable scope, size and complexity.
 - (b) A well-developed understanding and knowledge base of the delivery of large emergency medical services and fire services in urban contexts.

- (c) Extensive experience and skills in organizational design and effectiveness, organizational reviews, service efficiency and operational improvement studies in municipal or other public sector organizations.
- (d) Skill and expertise in the design and delivery of the proposed study required by the City supported by examples of expertise in studies comparable in scope and complexity to the City environment that demonstrate the Proponent's ability to meet the objectives, methodology, and deliverables described in this RFP.
- (e) Evidence of Proponent commitment to factors such as fiscal accountability, objectivity, political sensitivity, and best practices as reflected in research methodology and results.
- (f) Preferably provide a minimum of (3) references for the purpose of evaluating the Proponent's experience and track record of success. Three (3) references for services conducted by the Proponent that are similar to the Services sought in this RFP are preferred (e.g. projects in the municipal/public sector involving service and organizational studies of similar size, scale and complexity). Each reference should include the:
 - Identity of the reference client organization;
 - Contact name and title, address and telephone number;
 - Time span dealing with the reference client;
 - Description and duration of the project and of the Proponent's involvement;
 - Services provided by the Proponent (e.g. organizational review, business process review, or program mandate and workload review);
 - Details regarding the scale of the project; and
 - Value of the project.

Please note that Proposals being presented by consortia that do not include the information requested for each consortium member will not be awarded full marks during the evaluation process. In providing references, Proponents agree that the City can contact the individuals provided as part of the evaluation process. The City will make its own arrangements in contacting the references. Substitution of references will not be permitted after the close of the RFP.

Part 7 – Proposed Team and Resources

- 1) It is important that the Services be undertaken by a team who can demonstrate specific Emergency Medical Services and Fire Services related skills, expertise, knowledge of and experience in, performing similar Services of a comparable nature to that required by the City. In particular, the Proponent should provide each of the following in its Proposal:
 - (a) The names of key team members that the Proponent would propose to use for assignment areas together with their professional qualifications, experience relevant to this RFP, and an indication of their duties and responsibilities;
 - (b) Include a team with equal representation of skills and experience related to Emergency Medical Services and Fire Services;

- (b) Include strategies and identify individuals that can fulfill the roles and responsibilities in the event of unforeseen circumstances that require the replacement of team members;
- (c) Resumes for team members should be included as an Appendix to the Proposal along with signed consent forms authorizing the disclosure of personal information to the City, or its designated agent(s), for any resumes that are submitted (the Proponent will accept all liability if the disclosure consent forms are not submitted to the City); and
- (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 not disclosed to the City.

Part 8 – Proposed Services, Work Plan and Deliverables

It is important that Proponents demonstrate an understanding of the Services (as described in the Scope of Work for this RFP), as well as the professional attributes of the Proponent (e.g. ability to meet deadlines and maintain confidentiality). The Proponents should:

- 1) Provide a detailed description of the Proponent’s overall approach to carrying out the role for the Services including the goals and objectives of the project.
- 2) Provide a detailed description of how the Proponent intends to achieve the goals and objectives of the project including:
 - The detailed functions, characteristics and specifications of the assessment of current operations, the jurisdictional and literature review and evaluation and the development of service and organizational model options.
 - The preliminary jurisdictions proposed for evaluation including the rationale for including the jurisdiction as a comparator.
 - The deliverables and outcomes that will be provided as part of the project. For each deliverable provide sufficient detail for the reviewers to evaluate the value of the effort expended.
 - Key dates for major deliverables should be clearly defined in the Proponent’s detailed work plan.
 - A summary of risks and associated issues and how they will be mitigated.
 - Ability to engage in a collaborative approach with stakeholders and City staff, to meet tight deadlines, to apply quality control measures, and to perform in a manner that complies with City policies respecting human rights, equity, and avoidance of conflict of interest.
 - Proposed project staffing over the assignment period should include members by “classification” for key staff and other staff.

Part 9 – Cost of Services

To be submitted in the Cost of Services Envelope as per section 6.2 (d).

A. Core Pricing

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

Each Proposal must set forth an all inclusive total fixed flat rate (lump sum) price for full professional Services for all components of the review on the Price Detail Forms attached in Appendix K1 and K2.

In order to be considered for award, Proponents must provide a breakdown of the Grand Total pricing as per the table format provided as Appendix K2.

The total price quoted must include all labour, profit, other overhead, materials, equipment, licenses, analysis, travel, accommodations, communication, transportation and delivery costs (courier, long distance charges, and so on), staff time, City/Consultant 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.

Notes to Pricing:

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 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 Canadian Customs and Revenue Agency waiving the withholding requirements, the City will withhold the taxes it determines are required under the Income Tax Act (Canada).

B. Taxes

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

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

C. Payment Terms and Discount Schedule

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

If all the correct billing information has been indicated on the invoice, and no acceptable discount for early payment has been offered, the City will endeavour to pay within the Consultant'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 FASPD@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 Consultant invoices submitted via email at APinvoices@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.

D. City of Toronto - Invoice/Billing Requirements

To help us pay you promptly, it is essential that all required billing information is provided on the invoice submitted to the City of Toronto. Any missing billing information on an invoice will result in a payment delay and the invoice may be returned to you without payment.

- 1) All original Consultant invoices must be addressed and be sent DIRECTLY to:

City of Toronto
Accounting Services Division
Corporate Accounts Payable
55 John Street
14 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) must be clearly indicated on the invoice. (*This purchasing number should be provided by City staff at the time of order*)

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

E. Invoice Exceptions

The above standard billing requirement for invoices must be followed excluding exceptions for Consultant invoices related to approved capital projects subject to construction lien holdbacks.

Billing requirement direction will be provided by the contract custodian or city divisional designate.

For any further Consultant invoicing information, please contact Corporate Accounts Payable at APHelp@toronto.ca or 416-397-5235.

RFP PROCESS TERMS AND CONDITIONS

1.	Proponent's Responsibility.....	33
2.	Prime Proponent	33
3.	Questions	33
4.	Addenda.....	33
5.	Exceptions	34
6.	Omissions, Discrepancies and Interpretations.....	34
7.	Incurred Costs.....	34
8.	Post-Submission Adjustments and Withdrawal of Proposals	34
9.	No Collusion.....	34
10.	Prohibition Against Gratuities	35
11.	Acceptance of Proposals	35
12.	Verification.....	35
13.	Unbalanced Bids.....	35
14.	Conflicts of Interest	36
15.	Ownership and Confidentiality of City-Provided Data	36
16.	Ownership and Disclosure of Proposal Documentation.....	36
17.	Intellectual Property Rights	37
18.	Failure or Default of Proponent.....	37
19.	Publicity.....	37
20.	Governing Law	37

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 www.toronto.ca/tenders/index.htm

The failure of any Proponent to receive or examine any document, form, addendum, Agreement, 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 joint Proposal by a consortium of two or more entities having no formal corporate links 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. Questions

All questions concerning this RFP should be directed in writing to the City employee(s) designated as "City Contacts" 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.

4. Addenda

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

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

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

5. Exceptions to Mandatory Requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory 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 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 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 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 three days before the deadline for questions. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled **Addenda**. The decision and interpretation of the City shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

7. Incurred Costs

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

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

8. Post-Submission Adjustments and Withdrawal of Proposals

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

A Proponent may withdraw its Proposal at any time prior to the Deadline by notifying the City Buyer designated in this RFP in writing on company letterhead or in person, with appropriate identification. Telephone and e-mail requests will not be considered.

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

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

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

9. No Collusion

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

10. Prohibition against Gratuities

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

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

11. Acceptance of Proposals

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

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

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

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

12. Verification

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

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

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

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

A bid is materially imbalanced when:

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

14. Conflicts of Interest

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

The Proponent must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

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

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

15. Ownership and Confidentiality of City-Provided Data

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

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

16. Ownership and Disclosure of Proposal Documentation

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

- a) shall become the property of the City and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
- b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.

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

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

17. Intellectual Property Rights

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

18. Failure or Default of Proponent

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

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

19. 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. Governing Law

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

AGREEMENT TERMS AND CONDITIONS

1.	Compliance with Laws	39
2.	Non-Exclusivity	39
3.	Confidentiality	39
4.	Indemnities.....	39
5.	Intellectual Property Indemnity	39
6.	No Assignment.....	39
7.	Sub-Contractors	39
8.	Personnel and Performance.....	40
9.	Independent Contractor.....	40
10.	Insurance	40
11.	Warranties and Covenants	41
12.	Third Party Software.....	41
13.	Ownership of Project Documentation.....	41
14.	Payment Schedule	42
15.	Termination Provisions.....	42
16.	Right to Audit	42
17.	Occupational Health and Safety.....	43
18.	Workplace Safety and Insurance Act.....	44
19.	Accessibility Standards for Customer Service Training Requirements.....	44

Note to Appendix:

The terms set out in this Appendix shall be incorporated in any Agreement entered into with the Preferred Proponent. These terms are mandatory and are not negotiable. . Note however, that 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 Consultant will be required to comply with all federal, provincial and municipal laws and regulations in performing any Services including, without limitation, the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act, 1997*, or any successor legislation, as applicable, and to provide to the City, upon request, periodic reports confirming such compliance.

2. Non-Exclusivity

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

3. Confidentiality

The Consultant shall treat as confidential all information of any kind which comes to the attention of the Consultant 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. The Consultant may be required to enter into a detailed confidentiality agreement in a form satisfactory to the City Solicitor.

4. Indemnities

The Consultant 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 Consultant'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 Consultant shall keep City of Toronto reasonably informed of the status of the matter, and the Consultant shall make no admission of liability or fault on City of Toronto's part without City of Toronto's written permission.

5. Intellectual Property Indemnity

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

6. No Assignment

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

7. Sub-contractors

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

The Consultant shall be liable to the City for all costs or damages arising from acts, omissions, negligence or wilful misconduct of its sub-contractors.

8. Personnel and Performance

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

The Consultant 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 Consultant 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.

9. Independent Contractor

The Vendor and the City agree and acknowledge that the relationship between the City and the Consultant 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 Consultant and the City.

10. Insurance

The Consultant shall be required to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of this Agreement, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of the Consultant's services:

- (A) Professional Liability (errors and omissions coverage) for the performance of Services by the Consultant providing that the policy is:
 - (i) in the amount of not less than One Million Dollars (\$1,000,000);
 - (ii) extend to infringement of copyright and other intellectual property, including misuse of trade secrets;
 - (iii) not to be construed as a limit of the liability of the Consultant in the performance by the Consultant of the Services under this Agreement;
 - (iv) 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.
- (B) Comprehensive 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 additional insured;

- (iii) has provisions for cross-liability and severability of interest as between the Consultant and the City of Toronto, broad form contractual liability, owner's/contractor's protective liability, contingent employer's liability, employers liability, products and completed operations liability; non owned automobile liability and personal injury liability;
- (iv) provides for thirty (30) days' prior written notice of cancellation or material change.

At the expiry date of the policy, the Consultant shall provide original signed Certificates evidencing renewals or replacements to the City prior to the expiration date of the original policies, without notice or request by the City.

11. Warranties and Covenants

The Consultant 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.

12. Third Party Software

Where the City is in possession of software containing or constituting confidential proprietary information belonging to third parties, the Consultant 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 Consultant 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 Consultant, its officers, directors, partners, contract personnel, agents and employees or any of them to comply with the provisions hereof.

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

The City will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Consultant and its subcontractors.

13. Ownership of Project Documentation

All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared by the Consultant 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.

14. 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 Consultant pursuant to the Agreement other than pursuant to one or more signed schedules.

The Consultant 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 Consultant in respect of services performed or expenses incurred by the Consultant and the Consultant 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 Consultant in writing of the reasons for non-approval and the Consultant 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 Consultant 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.

15. Termination Provisions

Upon giving the Consultant not less than 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 Consultant apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Consultant at the time of cancellation.

Failure of the Consultant to perform its obligations under the Agreement shall entitle the City to terminate the Agreement upon ten (10) calendar days' written notice to the Consultant 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 Consultant apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Consultant at the time of termination.

All rights and remedies of the City for any breach of the Consultant'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 Consultant in performance of the Agreement shall be delivered to the City in a clean and readable format.

16. 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 Contractor. The Contractor 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 Contractor. The Contractor shall at his own expense make such records available for inspection and audit by the City at all reasonable times.

17. Occupational Health and Safety

- a. The Consultant 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 Consultant for the Services, either instead of or jointly with the Consultant.
- c. The Consultant 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 Consultant 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 Consultant has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
 - iii. The Consultant'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 Consultant has in place an occupational health and safety, workplace violence and workplace harassment policies in accordance with the OHSA; and
 - v. The Consultant 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 Consultant shall provide, at the request of the City Manager, 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 Consultant shall immediately advise the City Manager or his designate in the event of any of the following:
 - i. A critical injury that arises out of the Services that is the subject of this agreement;
 - ii. An order(s) is issued to the Consultant 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 Consultant 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 Consultant, 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 Consultant to additional compensation, and the Consultant 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 Consultant do work or perform a task that is the subject of this agreement.

18. Workplace Safety and Insurance Act

The Consultant shall be in good standing with the Workplace Safety and Insurance Board (“WSIB”) throughout the term of this agreement. If requested by the City Manager or his designate, the Consultant shall produce certificates issued by the WSIB to the effect that they have paid in full their assessment based on a true statement of the amount of payrolls. If the Consultant is considered by WSIB to be an independent operator without coverage, the Consultant shall provide a letter to that effect from the WSIB.

19. Accessibility Standards for Customer Service Training Requirements

The Consultant 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.

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Emergency Medical Services

Emergency Medical Services

Emergency Medical Services

Standing Committee	
Community Development and Recreation	
Cluster	
Cluster A	
Program	
Emergency Medical Services	
6 of 96	
Service Type	
External Service Delivery	
Program Budget (\$m)	
Gross	\$171.2
Net	\$66.2

Rationale for Core and Service Level Assessment
Pre-Hospital Emergency Care and Patient Transport have standards in legislation, thus, are mandatory services.
Community Medicine services are not required by legislation and are driven by City plans, and council mandate – as such, this is a discretionary service.

Core	Below Standard	At Standard	Above Standard
Mandatory	Pre-Hospital Emergency Care	Inter-Facility Patient Transport	
Discretionary		EMS System Access & Preliminary Care	Community Medicine

Jurisdictional Examples
OMBI data indicates Toronto has a relatively low number of ambulances, but the cost per hour for ambulance services is highest in the province. With a slightly higher than average number of calls, the ambulances were busiest in the province at 50% of the time, compared to median 33.2%, resulting in lower than average cost per patient transfer. Response times are above target but better than average in the province.
The requirements for patient transports are growing rapidly and ambulances are still losing a lot of time at hospitals.
OMBI reports that in some municipalities, 3rd party providers have assumed non-emergency inter-facility patient transfers.

Key Opportunities
<ul style="list-style-type: none">Finding better ways to allocate emergency resources to changing needs is the key challenge. Putting the EMS and Fire resources under common leadership would be a first step to creating the climate where this could occur.Outsourcing some patient transfers may also reduce costs, allowing more focus on emergency response, but will take time to achieve.

Emergency Medical Services Emergency Medical Services

Services and Activities								
Service / Activity Name	Gross Cost (\$m)	Net (\$m)	% Net	Core Ranking	Service Level	Source of Standard	City Role	Notes
Emergency and Preventative Care								
Pre-Hospital Emergency Care	163.28	63.09	39%	1	S-	L	D	<ul style="list-style-type: none"> Service level is below standard for emergency transport – response time of 8:59 in 61.7% of cases vs. 90%.
Inter-Facility Patient Transport	4.94	1.91	39%	1	S-	L	D	<ul style="list-style-type: none"> Emergency Transfers handled adequately, but non-emergency could use improvement. Non-emergency transfers have been reduced by limiting service to medically necessary cases. (declined 58,000 per year to 12,000)
Community Medicine	2.56	0.99	39%	4	S+	IS/M/C/F	D	<ul style="list-style-type: none"> Includes programs for community education (to reduce 911 calls), assistance in TPH vaccination campaigns Community referral care is beyond normal EMS requirements.
EMS System Access & Preliminary Care	0.42	0.16	39%	1	S-	L	D	<ul style="list-style-type: none"> Dispatch Services Calls not answered as quickly as target response time

Emergency Medical Services Emergency Medical Services

Options, Opportunities, Risks and Implications					
Type	Options and Opportunities	Risks and Implications	Potential Savings *	Timeframe **	Barriers
ASDR	Consider outsourcing some or all of non-emergency inter-facility patient transports	This would allow EMS resources to focus on emergency response – should result in more reliable service by allowing dedication of a fixed pool of contracted services at a lower hourly rate. However EMS indicates there are no qualified suppliers, so would require some effort to develop an industry.	Medium (up to 20%)	2014	Low
NCSR	Consider eliminating Community Medicine activities	Most of service involves paramedics with limited duties, some would require provision of additional staff in other departments (e.g. Public health), ability to manage high users of EMS would decline, so net savings would be low.	Low (up to 5%)	2012	Low
ASDR	Consider integrating EMS and Fire organizationally and developing new models to shift more resources to EMS response and less to fire response over time.	With decreasing demands for fire emergency response and increasing demands for EMS response, EMS response times have been deteriorating while fire response times are consistent. Fire has twice the budget, but the largest majority of calls for service are for EMS. Finding the right way to allocate available emergency resources is a major challenge for modern cities. Cultural issues, the history of the services, the pride of service and the high esteem with which the services are held are all major barriers to change. Simply integrating the organizations will not create massive change initially, but it should start the long process to providing more efficient emergency response services.	Medium (up to 20%)	2014	High

* Potential Savings are relative to the size of the corresponding program/service/activity the option/opportunity relates to, and may include increased revenues to produce lower tax requirements. Savings will accrue to utility rates rather than taxes where noted.

** Timeframe refers to first year in which savings could be realized. Full savings may take longer.

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Fire Services

Fire Services

Fire Safety Education

<div>Standing Committee</div> <div>Community Development and Recreation</div>	<div>Rationale for Core and Service Level Assessment</div> <div>Public Fire Safety Education is a legislated requirement of the Ontario Fire Protection and Prevention Act Part 2.2.(1). Municipalities that have formed a Fire Department under the FPPA shall have staff to deliver the service to the public.</div>	<div>Below Standard</div> <div>At Standard</div> <div>Above Standard</div>	<div>Core</div> <div>Mandatory</div> <div>Essential</div> <div>Discretionary</div> <div>Traditional</div> <div>Other</div> <div> <div>●</div> <div>Public Fire Safety Education</div> </div>
<div>Cluster</div> <div>Cluster B</div>	<div>Jurisdictional Examples</div> <div>All cities carry out this activity.</div>	<div>Key Opportunities</div> <div> <ul style="list-style-type: none"> No opportunities were identified. </div>	
<div>Program</div> <div>Fire Services</div> <div>50 of 96</div>			
<div>Service Type</div> <div>External Service Delivery</div>			
<div>Service Budget (\$m)</div> <div>Gross</div> <div>\$2.9</div> <div>Net</div> <div>\$2.8</div>			

Fire Services Fire Safety Education

Services								
Service Name	Gross Cost (\$m)	Net (\$m)	% Net	Core Ranking	Service Level	Source of Standard	City Role	Notes
Public Fire Safety Education	2.9	2.8	97%	1	B	IS	D/Mp	<ul style="list-style-type: none">Council approved staffing is lower than an industry standard. Fire Underwriter's Survey suggests that there should be one public educator for every 50,000 population, TFS estimates current ratio is 1 per 130,000.Toronto Fire Services have a total of 21 FTEs dedicated to Public Fire Safety Education

51 of 96

Options, Opportunities, Risks and Implications					
Type	Options and Opportunities	Risks and Implications	Potential Savings *	Timeframe **	Barriers
-	None identified	-	-	-	-

* Potential Savings are relative to the size of the corresponding program/service/activity the option/opportunity relates to, and may include increased revenues to produce lower tax requirements. Savings will accrue to utility rates rather than taxes where noted.

** Timeframe refers to first year in which savings could be realized. Full savings may take longer.

Fire Services

Fire Prevention, Inspection, & Enforcement

Standing Committee	
Community Development and Recreation	
Cluster	
Cluster B	
Program	
Fire Services	
52 of 96	
Service Type	
External Service Delivery	
Service Budget (\$m)	
Gross	\$13.1
Net	\$12.6

Rationale for Core and Service Level Assessment
<p>Review of building site plans from a fire safety perspective is mandatory.</p> <p>Fire Code Enforcement is a mandatory service required by the Fire Marshal of Ontario that has proven to be a useful way to minimize the number and severity of incidents.</p>
Jurisdictional Examples
<p>Toronto Fire Services has 109 FTEs dedicated to Fire Code Enforcement. Enforcement is carried out with a risk based inspection program.</p> <p>Fire Underwriter's Survey suggests that a ratio of Fire Inspection staff should be 1 to 15,000 population. Reaching this ratio would require an increase to 173 FTE's.</p> <p>All cities conduct fire code enforcement.</p>

	Below Standard	At Standard	Above Standard
Core	Mandatory	Fire Code Enforcement	Site Plan and Building Plan Review
Discretionary	Essential		
	Traditional		
	Other		
Key Opportunities			
• No opportunities were identified			

Fire Services

Fire Prevention, Inspection, & Enforcement

Activities								
Activity Name	Gross Cost (\$m)	Net (\$m)	% Net	Core Ranking	Service Level	Source of Standard	City Role	Notes
Site Plan and Building Plan Review	0.49	0.47	96%	1	S	C	R	<ul style="list-style-type: none"> In Building Plan Review, TFS reviews site plan only.
Fire Code Enforcement	12.63	12.12	96%	1	S-	IS	R	<ul style="list-style-type: none"> TFS reports that it does not carry out a proper risk based inspection program with routine inspections of high risk buildings scheduled due to understaffing.

53 of 96

Options, Opportunities, Risks and Implications				
Type	Options and Opportunities	Risks and Implications		Barriers
-	None identified	-	-	-

* Potential Savings are relative to the size of the corresponding program/service/activity the option/opportunity relates to, and may include increased revenues to produce lower tax requirements. Savings will accrue to utility rates rather than taxes where noted.


** Timeframe refers to first year in which savings could be realized. Full savings may take longer.

Fire Services

Fire Rescue & Emergency Response

Standing Committee	Community Development and Recreation
Cluster	Cluster B
Program	Fire Services
Service Type	External Service Delivery
Budget (\$m)	
Gross	\$355.3
Net	\$340.9

<p>Rationale for Core and Service Level Assessment</p> <p>Fire Rescue and Emergency Response is a mandatory municipal service (covered by Fire Prevention and Protection Act Part II Section 5 1997).</p> <p>The 90th percentile response travel time is 24% longer than the Council approved target, although better than many other municipalities.</p>	<p>Jurisdictional Examples</p> <p>OMBI report indicates that :</p> <ul style="list-style-type: none"> The number of fire incidents in the City of Toronto is declining, but the number of medical calls is increasing Toronto has fewer vehicles deployed per capita than other cities in Ontario, but the cost per vehicle is higher Toronto responds to more medical calls than other fire departments in the province 90th percentile response times for Toronto are slightly lower than the median. <p>All cities provide fire suppression services.</p>
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	Below Standard	At Standard	Above Standard
Core	Mandatory	 <p>Fire Rescue & Emergency Response</p>	
Discretionary	Essential	Traditional	Other
<p>Key Opportunities</p> <ul style="list-style-type: none"> Finding better ways to allocate emergency resources to changing needs is the key challenge. Putting the EMS and Fire resources under common leadership would be a first step to creating the climate where this could occur. 			

Fire Services

Fire Rescue & Emergency Response

Services								
Service Name	Gross Cost (\$m)	Net (\$m)	% Net	Core Ranking	Service Level	Source of Standard	City Role	Notes
Fire Rescue and Emergency Response	355.26	340.9	96%	1	S-	IS	D	<ul style="list-style-type: none">90th percentile response travel time is 4:51 minutes compared to the target of 4:00 minutesTotal response time is 6:40 minutes (plus 911 and TFS call handling time)

Fire Services Fire Rescue & Emergency Response

Options, Opportunities, Risks and Implications				
Type	Options and Opportunities	Risks and Implications	Potential Savings *	Timeframe **
SLR	Consider reducing the range of medical calls to which the fire department responds.	TFS participates on the Tiered Response Committee along with EMS, TPS, and Sunnybrook Osler Centre for Pre-hospital Care (independent oversight). These coordinated efforts have tripled survival from cardiac arrest since 2004. In 2010, based on a Tiered Response Committee request TFS broadened the medical call parameters. However the dispatch process currently does not take into account the actual availability of EMS units which sometimes arrive before fire units, and is designed to err on the side of "over-response". It could use a more risk based approach.	Low (up to 5%)	2012
SSR	Consider integrating EMS and Fire organizationally and developing new models to shift more resources to EMS response and less to fire response over time.	With decreasing demands for fire emergency response and increasing demands for EMS response, EMS response times have been deteriorating while fire response times are consistent. Fire has twice the budget, but the largest majority of calls for service are for EMS. Finding the right way to allocate available emergency resources is a major challenge for modern cities. Cultural issues, the history of the services, the pride of service and the high esteem with which the services are held are all major barriers to change. Simply integrating the organizations will not create massive change initially, but it should start the long process to providing more efficient emergency response services.	Medium (up to 20%)	2014
SSR	Consider the opportunities to improve response times and decrease equipment requirements through dynamic staging of equipment.	The costs of equipment maintenance and fuel are a consideration, but the costs of acquiring and staffing equipment are much higher. Filling gaps where stations are responding to calls will provide opportunities for more timely responses	Low (up to 5%)	2013

* Potential Savings are relative to the size of the corresponding program/service/activity the option/opportunity relates to, and may include increased revenues to produce lower tax requirements.

Savings will accrue to utility rates rather than taxes where noted.

** Timeframe refers to first year in which savings could be realized. Full savings may take longer.

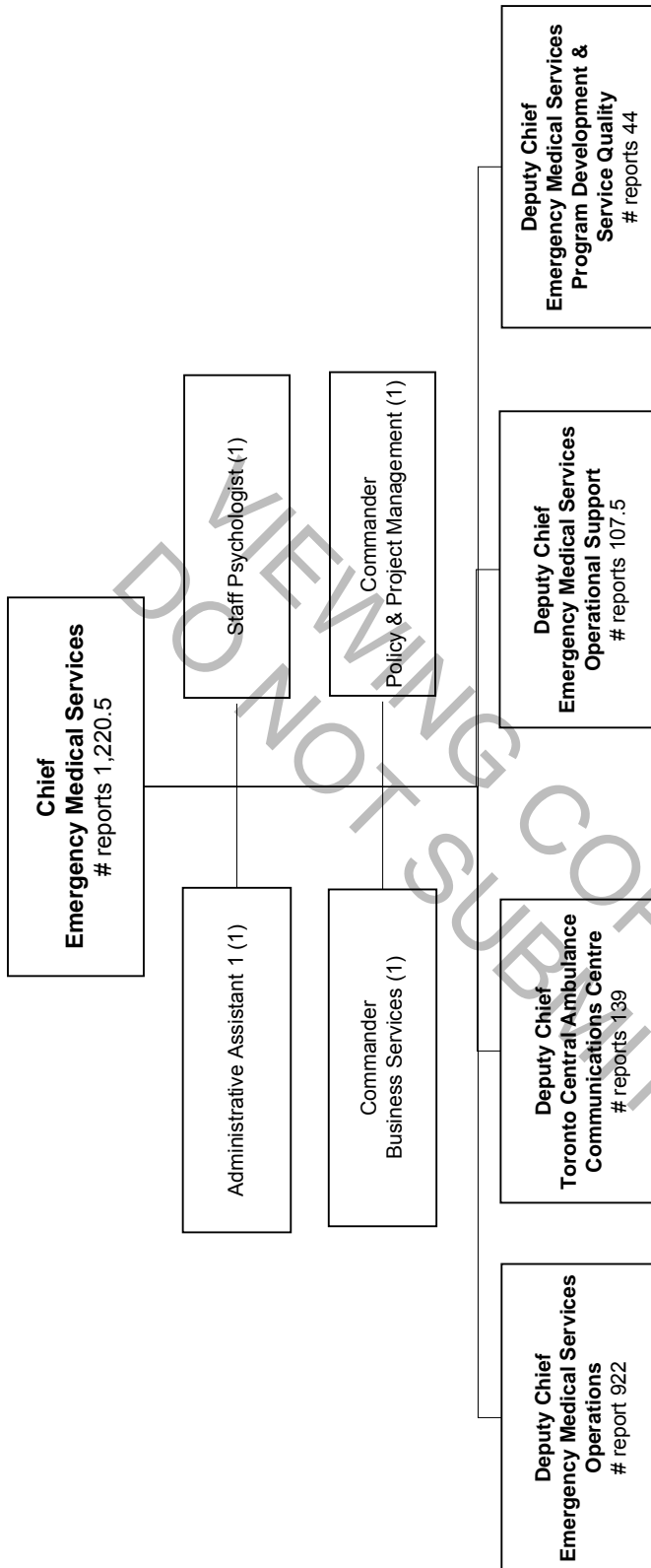
List of Acts and Associated Regulations Applicable to TEMS and TFS

Statute	Applicable to TEMS	Applicable to TFS
Accessibility for Ontarians with Disabilities Act	✓	✓
Ambulance Act <ul style="list-style-type: none"> • Regulation 257/00 • Regulation 129/ • Regulation 497/07 	✓	Not Applicable
Ambulance Services Collective Bargaining Act	✓	Not Applicable
Building Code Act	No Applicable	✓
Canada Shipping Act	Not Applicable	✓
Child and Family Services Act	✓	✓
City of Toronto Act, 2006	✓	✓
Coroners' Act	✓	✓
Emergency Management and Civil Protection Act	✓	✓
Employment Standards Act, 2000	✓	✓
Fire Protection and Prevention Act, 1997 <ul style="list-style-type: none"> • Regulation 213/07 (the "Fire Code") 	Not Applicable	✓
Forest Fire Prevention Act		✓
Health Care Consent Act, 1996	✓	✓
Health Protection and Promotion Act	✓	✓
Highway Traffic Act <ul style="list-style-type: none"> • Regulation 556/07 	✓	✓
Mandatory Blood Testing Act, 2006	✓	✓
Mental Health Act	✓	✓
Narcotics Safety and Awareness Act	✓	✓
Municipal Freedom of Information and Protection of Privacy Act	✓	✓
Ontario Human Rights Code	✓	✓
Occupational Health and Safety Act	✓	✓
Personal Health Information and Protection of Privacy Act, 2004	✓	Not Applicable
Provincial Offences Act		✓
Pressure Vessel Act	Not Applicable	✓
Regulated Health Professions Act, 1991	✓	Not Applicable
Transportation of Dangerous Goods Act, 1992	✓	✓
Substitute Decisions Act, 1992	✓	✓
Workplace Safety and Insurance Act	✓	✓

List of Mandatory Standards Applicable to TEMS and TFS

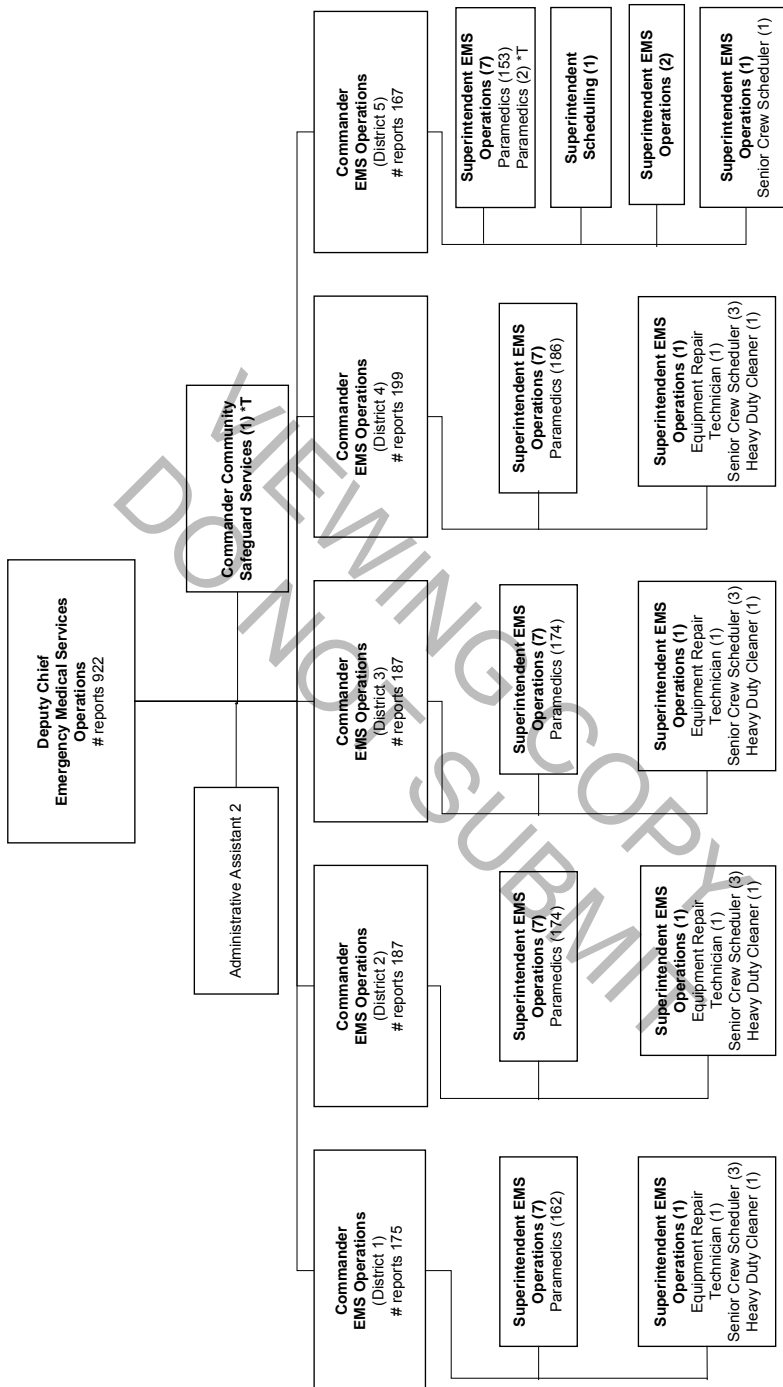
Statute	Applicable to TEMS	Applicable to TFS
Advanced Life Support Patient Care Standards	✓	Not applicable
Ambulance Service Patient Care and Transportation Standards	✓	Not applicable
Ambulance Service Communicable Disease Standards	✓	Not applicable
Ambulance Conversion Standards	✓	Not applicable
Ambulance Preventative Maintenance Standards	✓	Not applicable
Ambulance Service Documentation Standards	✓	Not applicable
Basic Life Support Patient Care Standards	✓	✓
Deceased Patient Standards	✓	✓
Do Not Resuscitate Standards	✓	✓
Inspection Protocol	✓	Not applicable
Investigations Protocol	✓	Not applicable
Land Ambulance Certification Standards	✓	Not applicable
Land Ambulance Response Time Standards	✓	Not applicable
Ontario Provincial Land Ambulance and Emergency Response Vehicle Standards	✓	Not applicable
Provincial Equipment Standards for Ontario Ambulance Services	✓	Not applicable
Standard Operating Procedures, Field Operations and Communications	✓	Not applicable
Sunnybrook Operational Policy and Procedures Manual	✓	✓
Sunnybrook-Osler Centre for Pre-Hospital Care – Medical Directives for Primary Care Paramedics and Advanced Care Paramedics	✓	✓

Emergency Medical Services Organizational Structure As at December 31, 2011



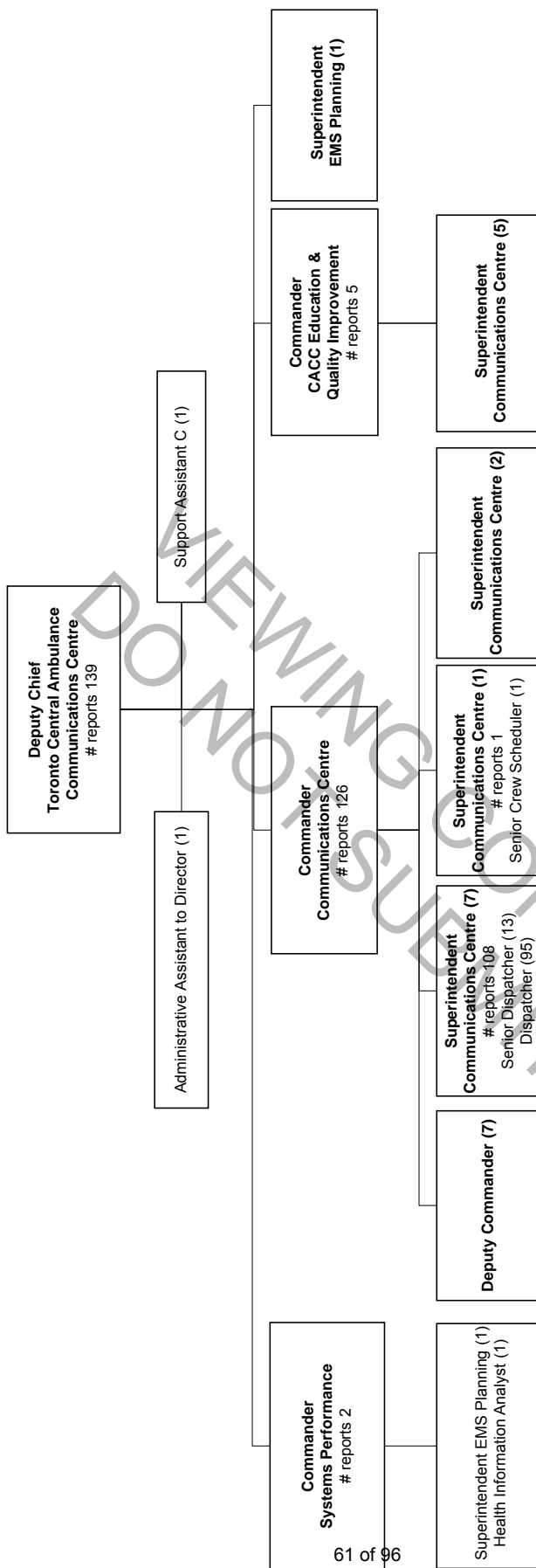
	Total Positions at December 31, 2011				
	Permanent Full Time	Permanent Part Time	Temp/Seasonal/Casual Full Time	Temp/Seasonal/Casual Part Time	Total
Executive / Senior Management	1.0	-	-	-	1.0
Management	95.5	-	4.0	-	99.5
Exempt Professional / Clerical	34.0	-	1.0	-	35.0
Clerical/Technical/Professional	166.0	-	1.0	-	167.0
Hourly / Operations	915.0	-	4.0	-	919.0
Student / Recreation Workers	-	-	-	-	-
Total	1,211.5	-	10.0	-	1,221.5

Emergency Medical Services Organizational Structure As at December 31, 2011



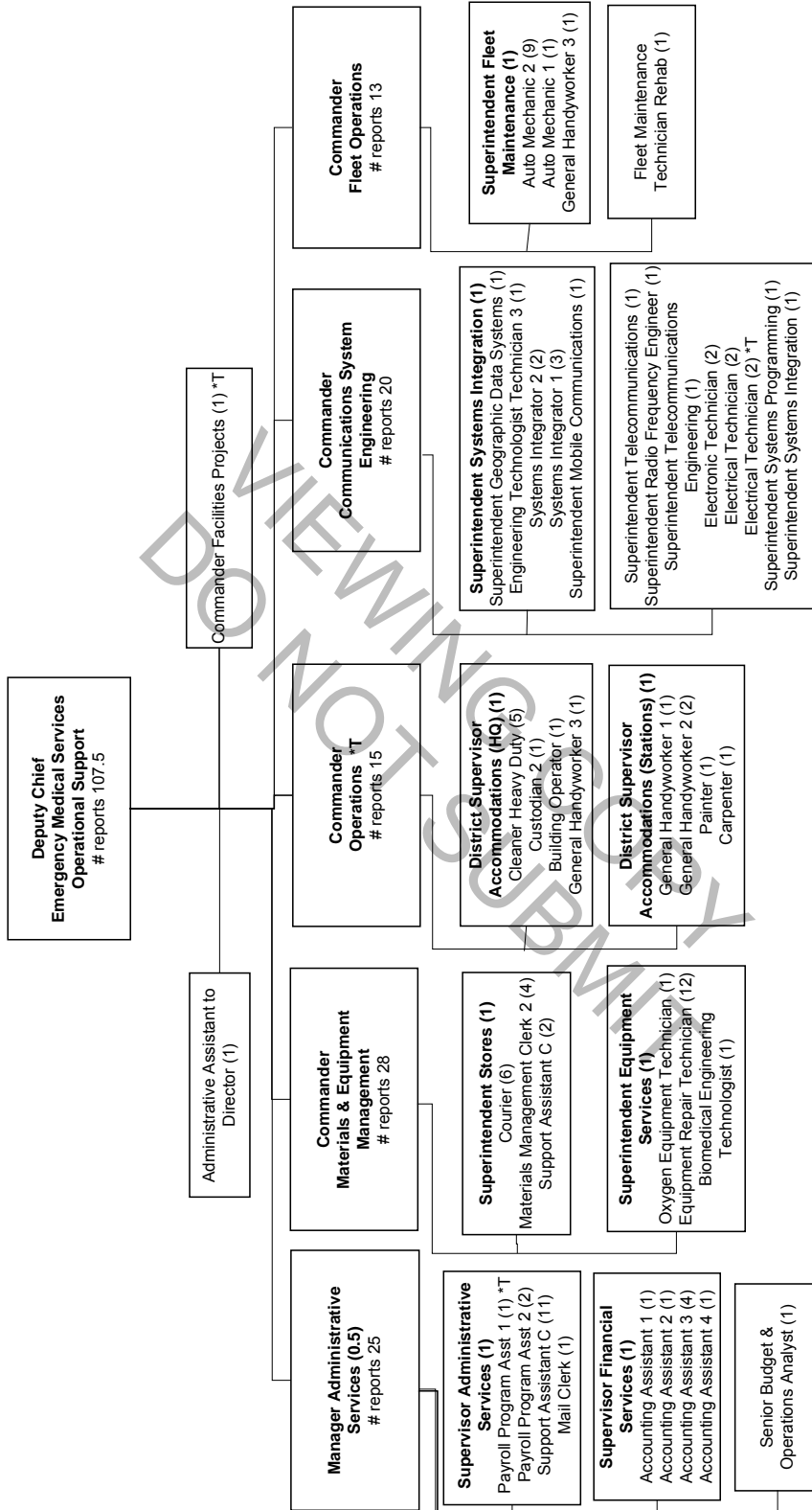
Total Positions at December 31, 2011					
	Permanent Full Time	Permanent Part Time	Temp/Seasonal/ Casual Full Time	Temp/Seasonal/ Casual Part Time	Total
Executive / Senior Management	-	-	-	-	-
Management	49.0	-	1.0	-	50.0
Exempt Professional / Clerical	1.0	-	-	-	1.0
Clerical/Technical/Professional	4.0	-	-	-	4.0
Hourly / Operations	866.0	-	2.0	-	868.0
Student / Recreation Workers	-	-	-	-	-
Total	920.0	-	3.0	-	923.0

Emergency Medical Services Organizational Structure As at December 31, 2011



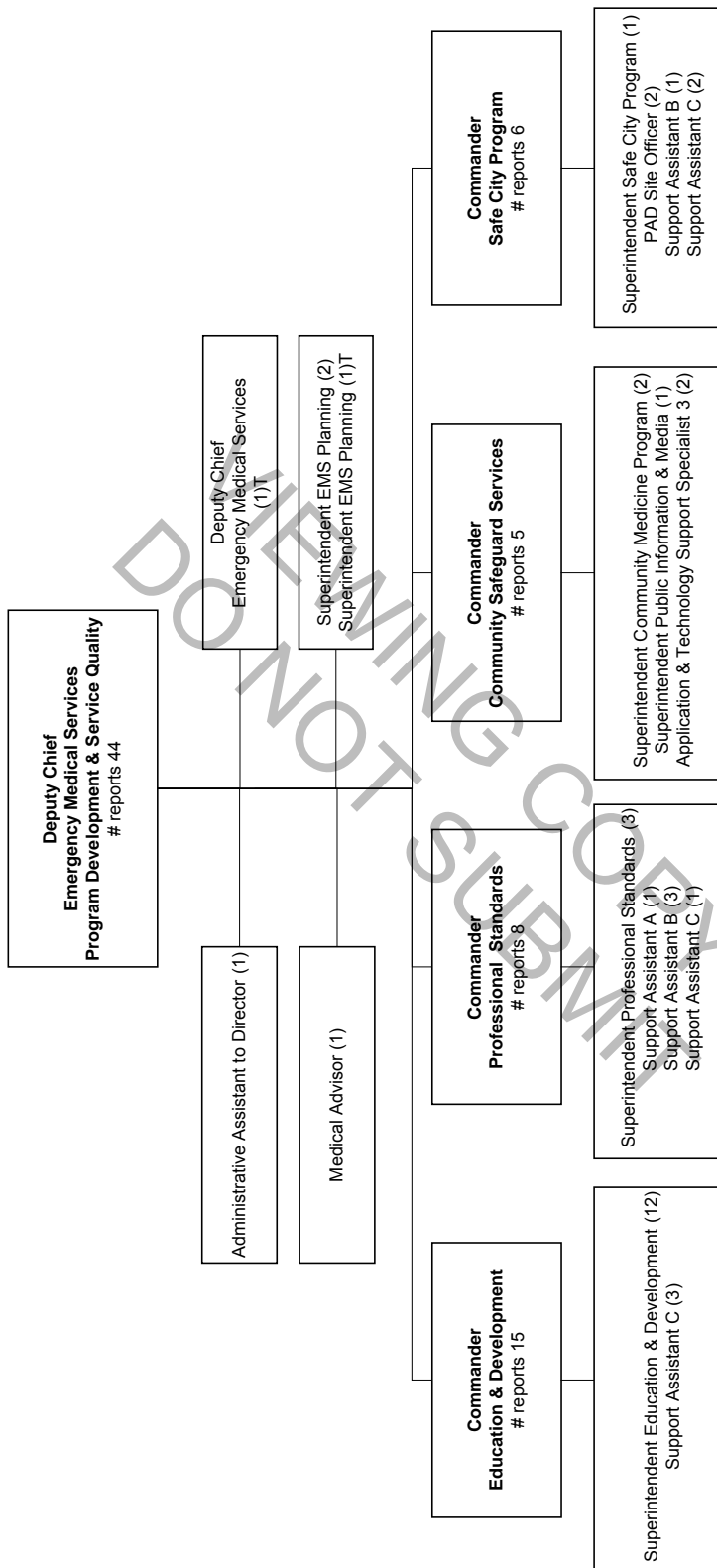
	Total Positions at December 31, 2011			
	Permanent Full Time	Permanent Part Time	Temp/Seasonal/Casual Full Time	Temp/Seasonal/Casual Part Time
Executive / Senior Management	-	-	-	-
Management	26.0	-	-	-
Exempt Professional / Clerical	2.0	-	-	-
Clerical/Technical/Professional	111.0	-	-	-
Hourly / Operations	1.0	-	-	-
Student / Recreation Workers	-	-	-	-
Total	140.0	-	-	-
				140.0

Emergency Medical Services Organizational Structure As at December 31, 2011

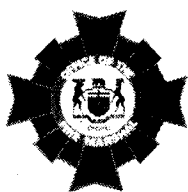


Total Positions at December 31, 2011				
	Permanent Full Time	Permanent Part Time	Temp/Seasonal/Casual Full Time	Temp/Seasonal/Casual Part Time
Executive / Senior Management	-	-	-	-
Management	12.5	-	2.0	-
Exempt Professional / Clerical	8.0	-	-	-
Clerical/Technical/Professional	35.0	-	1.0	-
Hourly / Operations	48.0	-	2.0	-
Student / Recreation Workers	-	-	-	-
Total	103.5	-	5.0	-
				108.5

Emergency Medical Services Organizational Structure As at December 31, 2011



Total Positions at May 3, 2011				
	Permanent Full Time	Permanent Part Time	Temp/Seasonal/Casual Full Time	Temp/Seasonal/Casual Part Time
Executive / Senior Management Management	-	-	-	-
Exempt Professional / Clerical	6.0	-	1.0	-
Clerical/Technical/Professional	21.0	-	1.0	-
Hourly / Operations	16.0	-	-	-
Student / Recreation Workers	-	-	-	-
Total	43.0	-	2.0	-
				45.0



Office of the Fire Marshal
Bureau du commissaire des incendies

Public Fire Safety Guidelines

* Target Audience: C = Council; A = Municipal/Fire Department Administration; O = Operations

Number	Distribution Date	Target Audience			Subject
		C	A	O	
General					
00-00-01	Jan/98	✓			Framework for Setting Guidelines within a Provincial-Municipal Relationship
01-01-01	Jan/98	✓			Fire Protection Review Process
01-02-01	Jan/98	✓			Comprehensive Fire Safety Effectiveness Model Considerations
01-03-12	Mar/00	✓	✓		Sample Establishing and Regulating By-law
02-02-12	Jan/98	✓	✓		Fire Risk Assessment
02-02-03	Jan/98			✓	Fire Risk Assessment
02-03-01	Jan/98	✓			Economic Circumstances
02-04-01	Jan/98	✓			Capabilities of Existing Fire Protection Services
02-04-23	Jan/98		✓	✓	Capabilities of Existing Fire Protection Services
03-01-13	Jan/98	✓	✓	✓	Preparation of Draft Report on Existing Fire Protection Services
03-02-13	Mar/00	✓	✓	✓	Master Planning Process for Fire Protection Services
04-87-13	Sept/04	✓	✓	✓	Fire Station Location
Emergency Response					
04-01-12	Jan/98	✓	✓		Selecting Fire Suppression Capability
04-02-01	Jan/98	✓			Service Delivery Considerations
04-03-12	Jan/98	✓	✓		Service Providers
04-03A-12	Mar/01	✓	✓		Service Providers--Volunteer Firefighter Staffing
04-04-12	Jan/98	✓	✓		Automatic Aid
04-05-12	Mar/00	✓	✓		Mutual Aid
04-06-13	Jan/98	✓	✓	✓	Codes, Standards, Acts, Regulations, Best Practices
04-07-12	Jan/98	✓	✓		Types of Apparatus and Equipment
04-07-12	Jan/98	✓	✓		Types of Apparatus and Equipment
04-08-10	Jan/11	✓	✓	✓	Operational Planning: An Official Guide to Matching Resource Deployment and Risk
04-09-12	Jan/98	✓	✓		Fire Protection Agreements
04-09A-12	Mar/01	✓	✓		Sample Fire Protection Agreement
04-10-12	Jan/98	✓	✓		Steps in Establishing a Jointly Managed and Operated Fire Department
04-11-12	Jan/98	✓	✓		Draft Agreement to Jointly Manage and Operate a Fire Department (Board By-Law)
04-12-13	Jan/98	✓	✓	✓	Core Services (Response and Support) and Associated Guidelines
04-13-12	Jan/98	✓	✓		Basic Structural Fire Fighting (No Expected Rescue Component)
04-14-12	Jan/98	✓	✓		Structural Fire Fighting Including Rescue
04-18-12	Jan/98	✓	✓		Basic Medical Assistance Responses
04-19-12	Jan/98	✓	✓		Advanced Medical Assistance Responses
04-20-12	Mar/00	✓	✓		Awareness Level Hazard Materials Responses
04-24A-12	Mar/01	✓	✓		Liaison with Other Agencies at Vehicle Extrication Incidents
04-24B-12	Sept/04	✓	✓		Liaison With Other Agencies at Haz-Mat/CBRN Incidents
04-29-12	Jan/98	✓	✓		Public Assistance Responses
04-30-12	Aug/98	✓	✓		Public Assistance Responses
04-33-13	Aug/98	✓	✓	✓	Community Emergency Plan Participation
04-38-13	Aug/98	✓	✓	✓	Role as Assistant to Fire Marshal re Fire Suppression
04-68-12	Mar/00	✓	✓		Incident Management Systems

Number	Distribution Date	Target Audience			Subject
		C	A	O	
04-68A-12	Mar/00	✓	✓		Personnel Accountability
04-68-03	Mar/00			✓	Incident Management Systems
04-82-01	Aug/98	✓			Selecting A Hazardous Material Response Capability
04-83-01	Aug/98	✓			Selecting A Water/Ice Rescue Capability
04-85-13	Mar/00	✓	✓	✓	Fire Department Reports - Fire
04-86-12	Mar/04	✓	✓		Identification of Students at Emergency Scenes
04-88-13	Feb/05	✓	✓	✓	Responses to Building Alarm Activations
04-89-03	Sept/04			✓	Use of Flashing Green Lights in Personal Vehicles
04-89-12	Sept/04	✓	✓		Use of Flashing Green Lights in Personal Vehicles
Fire Prevention and Public Fire Safety Education					
04-39-12	Jan/98	✓	✓		Fire Prevention Effectiveness Model
04-40-03	Mar/01			✓	Selection of appropriate fire prevention programs
04-40-12	Mar/01	✓	✓		Selection of appropriate fire prevention programs
04-40A-03	Mar/01			✓	Simplified Risk Assessment
04-40A-12	Mar/01	✓	✓		Simplified Risk Assessment
04-40B-03	Sept/04			✓	Smoke Alarm Program
04-40B-12	Mar/01	✓	✓		Smoke Alarm Program and Home Escape Planning
04-40C-03	Sept/04			✓	Distribution of Public Fire Safety Education Materials
04-40C-12	Mar/01	✓	✓		Distribution of Public Fire Safety Education Materials
04-40D-03	Sept/04			✓	Inspections Upon Request or Complaint
04-40D-12	Mar/01	✓	✓		Inspections Upon Request or Complaint (Fire Code)
04-41-12	Jan/98	✓	✓		Community Fire Safety Officer/Team
04-41A-13	Mar/00	✓	✓	✓	Community Fire Safety Program
04-42-12	Mar/00	✓	✓		Authority and Appointment of Community Fire Safety Officer/Team
04-42A-13	Mar/00	✓	✓	✓	Sample Agreement for Community Fire Safety Officer/Team
04-45-12	Aug/98	✓	✓		Fire Prevention Policy
04-45-03	Sept/04			✓	Fire Prevention Policy
04-47-12	Aug/98	✓	✓		Development of fire prevention by-laws
04-48-12	Aug/98	✓	✓		Liaison With Building Department
04-49-12	Aug/98	✓	✓		Liaison with Other Government Agencies and Individuals
04-50-12	Aug/98	✓	✓		Fire Safety Inspection Practices
Fire Administration					
04-58-12	Aug/98	✓	✓		Planning and growth practices
04-59-12	Aug/98	✓	✓		Financial and records analysis practices
04-60-12	Sept/04	✓	✓		Records management
04-61-12	Jan/98	✓	✓		Human resources practices
04-63-12	Aug/98	✓	✓		Health and safety practices including communicable diseases
04-69-13	Mar/00	✓	✓	✓	Co-ordination, development approval and distribution of standard operating guidelines for various disciplines
04-80-01	Mar/00	✓			Fees for Services
04-80-23	Mar/00		✓	✓	Fees for Services
04-84-13	Mar/00	✓	✓	✓	Volunteer Firefighter Recruitment and Retention
Communications/Resource Centre					
04-64-12	Jan/98	✓	✓		Communications/Resource Centre
04-64A-12	Mar/01	✓	✓		Communications Best Practices
04-65-03	Mar/01			✓	Fire Service Communications Centres
Training and Education					
04-81-01	Aug/98	✓			Station training practices

Technical Guidelines

Guideline Number	Title	Date Released/Revised
TG-02-2011 (html , pdf)	Safe Practices for the Use of Alcohol-Based Hand Rub	July, 2011
TG-01-2011 (html , pdf)	Handling Flammable and Combustible Liquids in School Laboratories	March, 2011
TG-02-2009 (html , pdf)	Commencing Proceedings Under Part I of the Provincial Offences Act	June, 2009 r ¹ -December, 2010
TG-01-2009 (html , pdf)	Orders, Orders to Close and Immediate Threat to Life	February, 2009
TG-03-2007 (html , pdf)	Outdoor Patio Fire Safety	September, 2007
TG-02-2007 (html , MSWord)	Hotel Retrofit Building Audit (Single Storey Strip Motel/Hotel)	January, 2007
TG-01-2007 (html , MSWord)	Hotel Retrofit Building Audit (Comprehensive)	January, 2007
TG-02-2004 (html , pdf)	Obtaining an Entry Warrant Under the Fire Protection and Prevention Act	December, 2004
TG-01-2004 (html , pdf)	Fire Drills	October, 2004
TG-01-2003 (html , pdf)	Group Homes	March, 2003
TG-04-2002 (html , pdf)	Assessing Existing Fire Separations and Closures	September, 2002
TG-03-2002 (html , pdf)	Preparation of a Smoking Policy in Long-term Care Facilities	March, 2003
TG-01-2002 (html , pdf)	Use of Schools for Sleeping Accommodation	Revised June 2011
TG-01-2001 (html , pdf)	Retail Display and Storage of Swimming Pool Chemicals	July, 2001
TG-03-2000 (html , pdf)	Qualifications For Service Company Personnel	November, 2000
TG-02-2000	Fire Safety Planning for Industrial	July, 2000

(html, pdf) Appendix A	Occupancies	
TG-01-2000 (html, pdf)	Fire Safety Enforcement	April, 2000
TG-04-1999 (html, pdf)	Criteria and Process for Evaluating Programs for Training of Persons Testing, Inspecting and Maintaining Fire Alarm Systems	October, 1999
TG-03-1999 (html, pdf)	Fire Protection Water Supply Guideline For Part 3 Of The Ontario Building Code	October, 1999
TG-02-1999 (html, pdf)	Fire Safety Planning for Institutional Facilities	August, 1999
TG-06-1998 (html, pdf)	Fire Safety Planning for Recycling Facilities and Waste Processing Operations	September, 1998
TG-04-1998 (html, pdf)	Maintenance of Smoke Alarms	July, 1998
TG-03-1998 (html, pdf)	Storage of Wood Chips	October, 1998
TG-02-1998 (html, pdf)	Fire Alarm Audibility in Existing Residential Occupancies	June, 1998
TG-01-1998 (html, pdf)	Staffing Levels for the Emergency Evacuation of Care and Treatment Facilities	January, 1998
TG-00-1998 (html, pdf)	Guidelines for Stairwell Signs in Multi-Storey Buildings	1998
TG-00-1997 (html, pdf)	Fire Safety Planning Guideline for Residential Care Facilities	1997
TG-00-1995 (html, pdf)	Preparing a Life Safety Study -- A Guideline for Property Owners	1995



Organizational Structure 2011
Fire Services Division

	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	1.0	0.0	0.0	0.0	1.0
Management	29.5	0.0	0.0	0.0	29.5
Exempt Professional/Clerical	29.0	0.0	0.0	0.0	29.0
Clerical/Technical/Professional	3,123.0	0.0	0.0	0.0	3,123.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.8	0.0	0.8
Total	3,182.5	0.0	0.8	0.0	3,183.3

Fire Chief/General Manager
Fire Services
reports 3,182.3

Administrative Assistant

Division Chief
Policy, Project and Public
Information
reports 6

Division Chief
Special Projects and
Emergency Planning
reports 9

Deputy Fire Chief/Director
Fire Prevention and Public
Education
reports 133

Deputy Fire Chief/Director
Staff Services and
Communications
reports 150.3

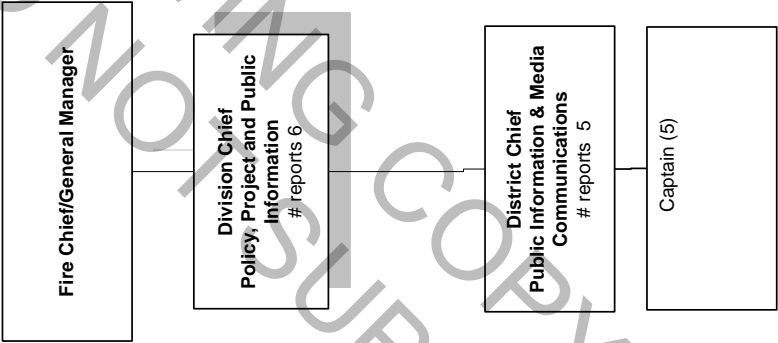
Deputy Fire Chief/Director
Professional Development and
Mechanical Maintenance
reports 86

Deputy Fire Chief/Director
Operations Command
reports 2,791



Organizational Structure 2011
Policy and Public Information

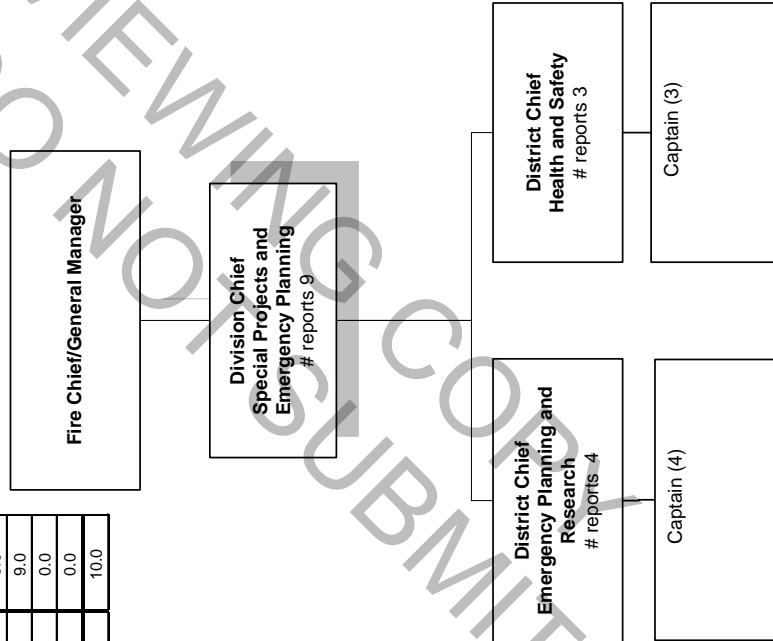
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	1.0	0.0	0.0	0.0	1.0
Exempt Professional/Clerical	0.0	0.0	0.0	0.0	0.0
Clerical/Technical/Professional	6.0	0.0	0.0	0.0	6.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	7.0	0.0	0.0	0.0	7.0





Organizational Structure 2011
Special Projects and Emergency Planning

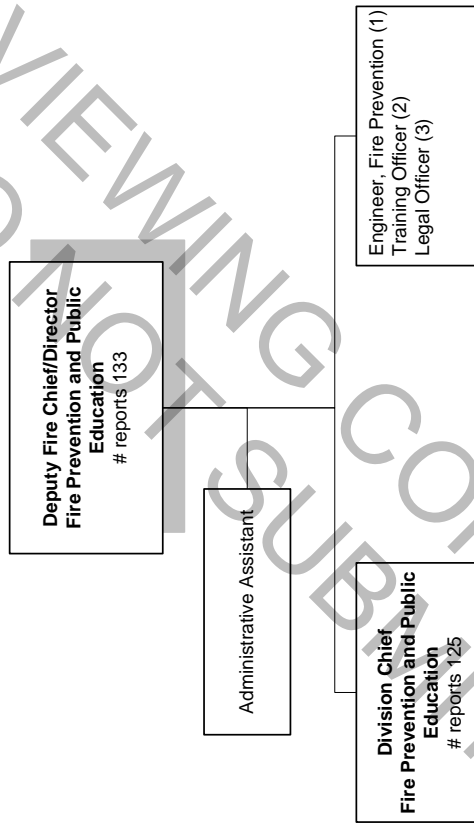
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	1.0	0.0	0.0	0.0	1.0
Exempt Professional/Clerical	0.0	0.0	0.0	0.0	0.0
Clerical/Technical/Professional	9.0	0.0	0.0	0.0	9.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	10.0	0.0	0.0	0.0	10.0





Organizational Structure 2011
Fire Prevention and Public Education Section

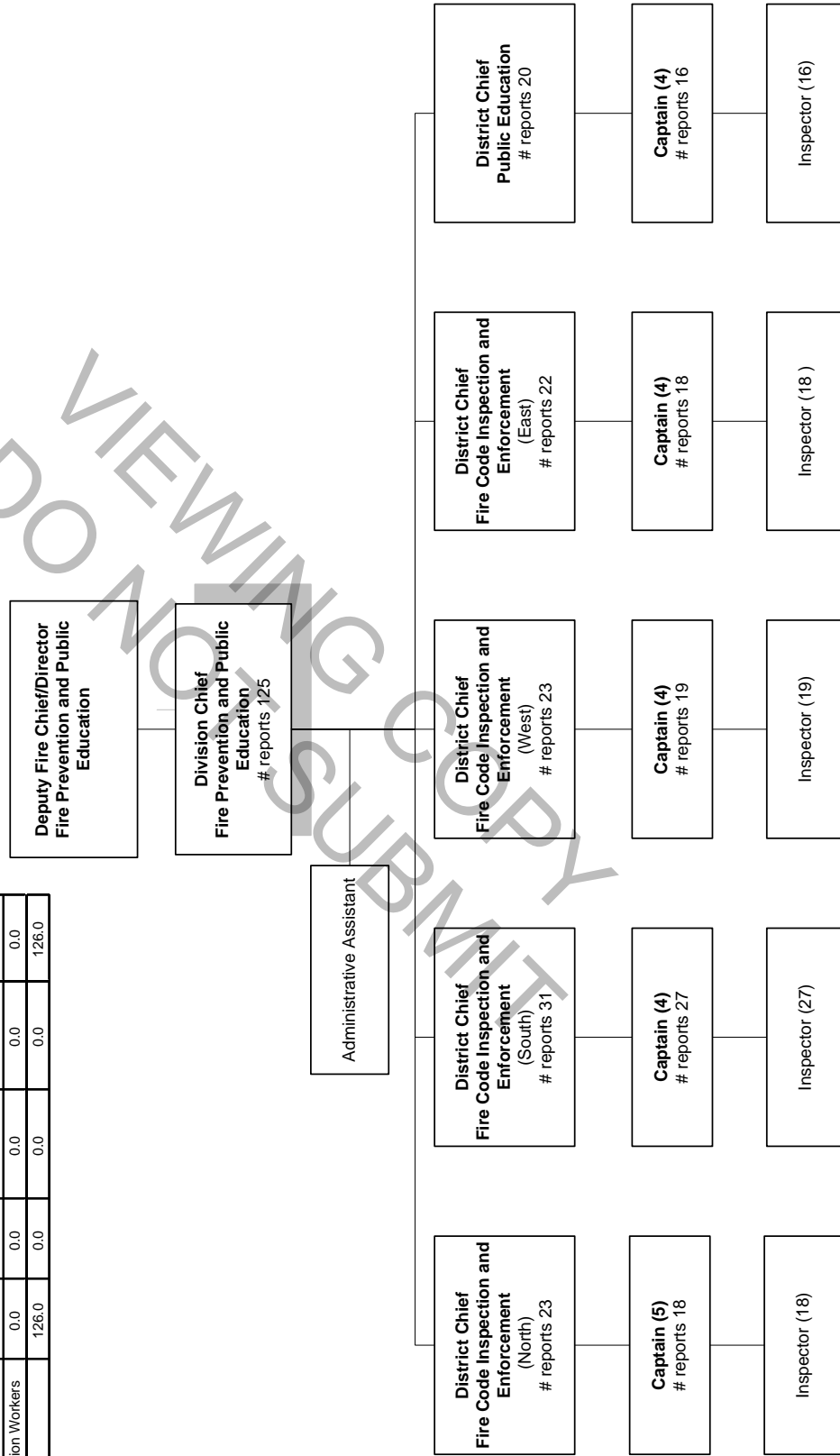
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	2.0	0.0	0.0	0.0	2.0
Exempt Professional/Clerical	3.0	0.0	0.0	0.0	3.0
Clerical/Technical/Professional	129.0	0.0	0.0	0.0	129.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	134.0	0.0	0.0	0.0	134.0





Organizational Structure 2011 Fire Prevention and Public Education

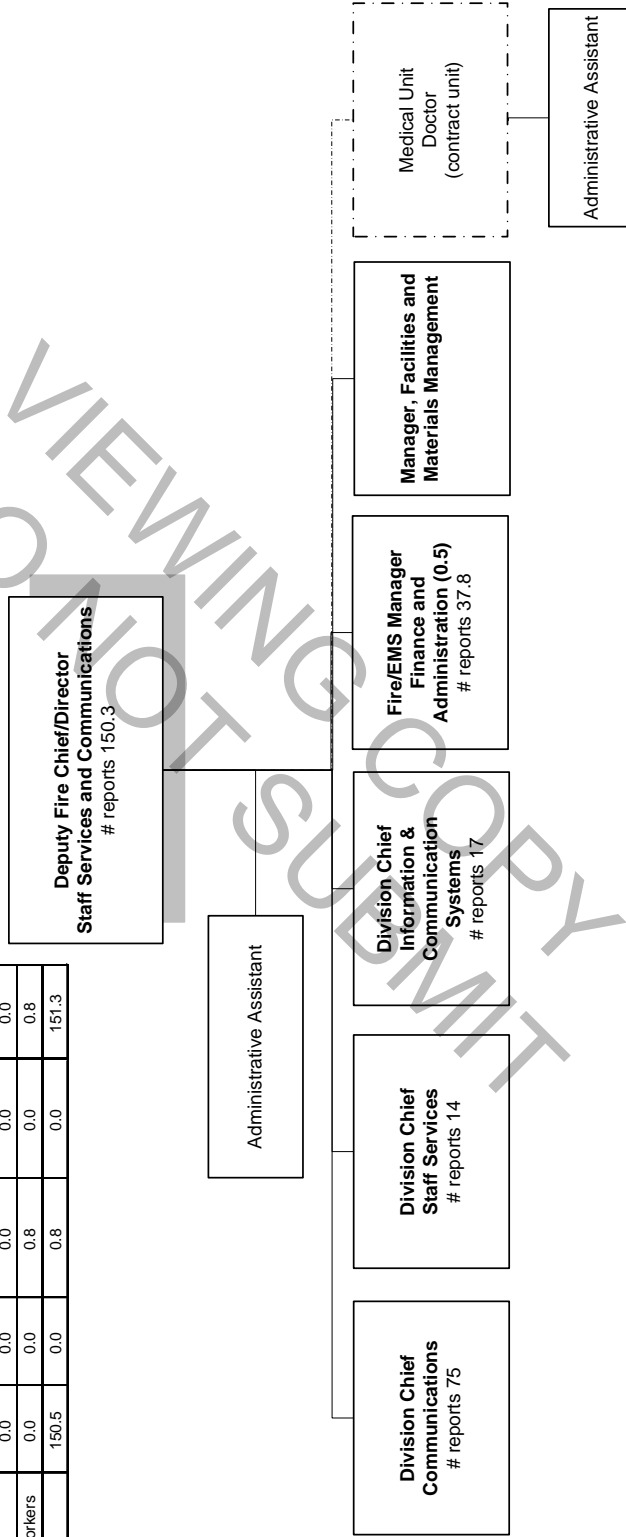
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	1.0	0.0	0.0	0.0	1.0
Exempt Professional/Clerical	1.0	0.0	0.0	0.0	1.0
Clerical/Technical/Professional	124.0	0.0	0.0	0.0	124.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	126.0	0.0	0.0	0.0	126.0





Organizational Structure 2011 Staff Services and Communications

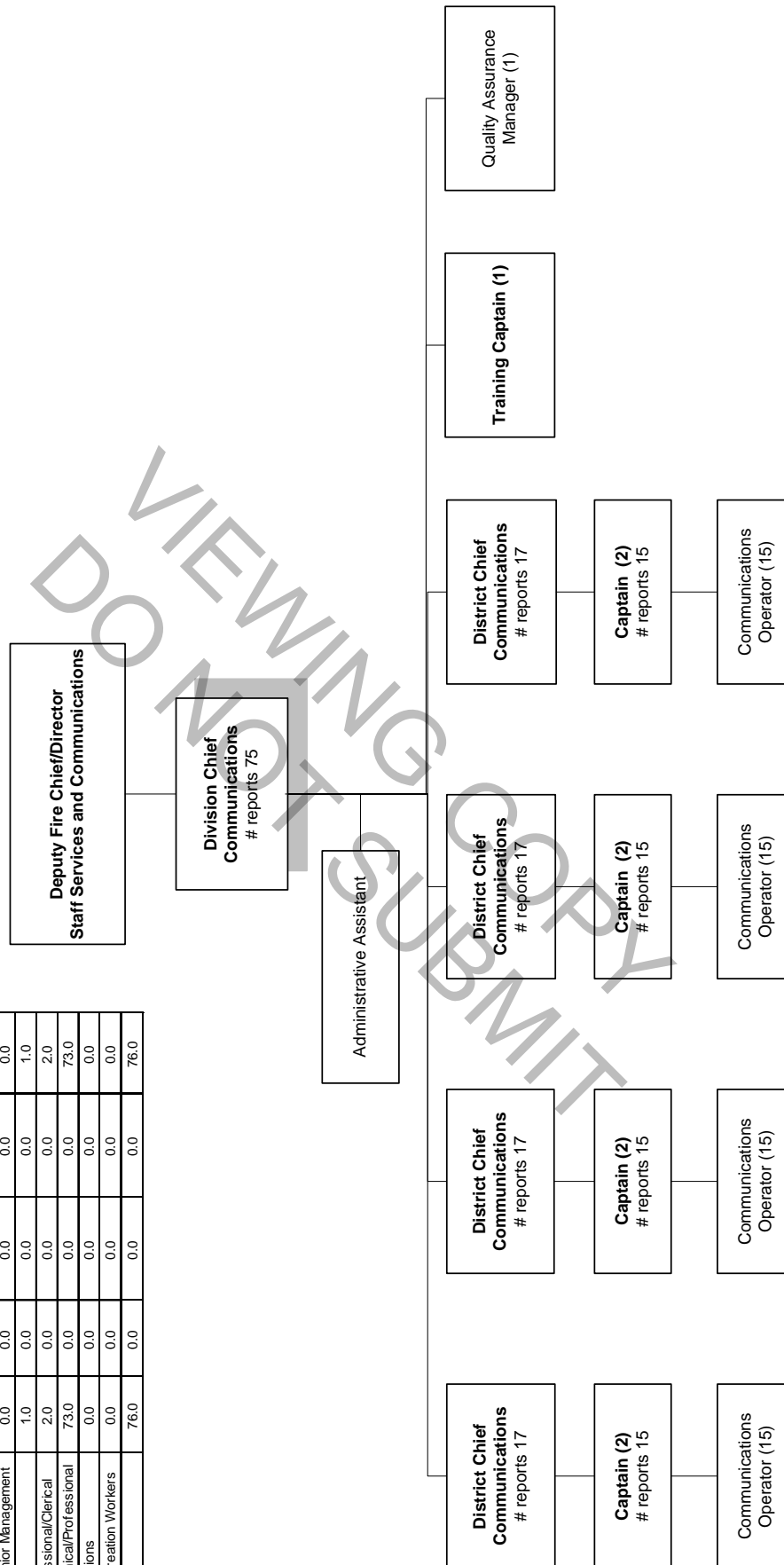
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	3.5	0.0	0.0	0.0	3.5
Exempt Professional/Clerical	14.0	0.0	0.0	0.0	14.0
Clerical/Technical/Professional	133.0	0.0	0.0	0.0	133.0
Hourly/Operators	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.8	0.0	0.8
Total	150.5	0.0	0.8	0.0	151.3





Organizational Structure 2011 Communications

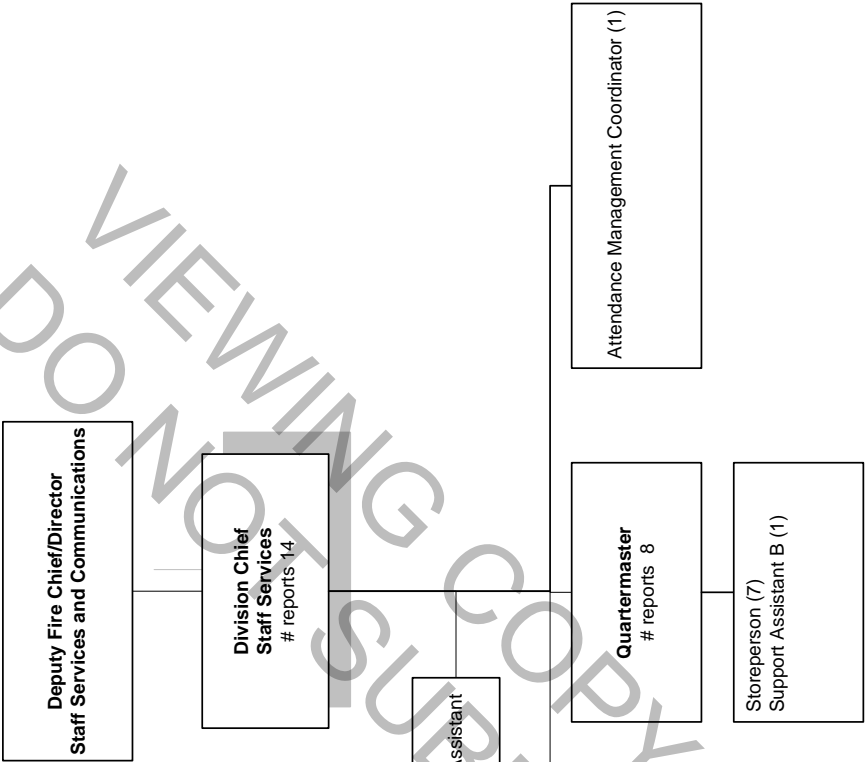
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	1.0	0.0	0.0	0.0	1.0
Exempt Professional/Clerical	2.0	0.0	0.0	0.0	2.0
Clerical/Technical/Professional	73.0	0.0	0.0	0.0	73.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	76.0	0.0	0.0	0.0	76.0





Organizational Structure 2011
Staff Services

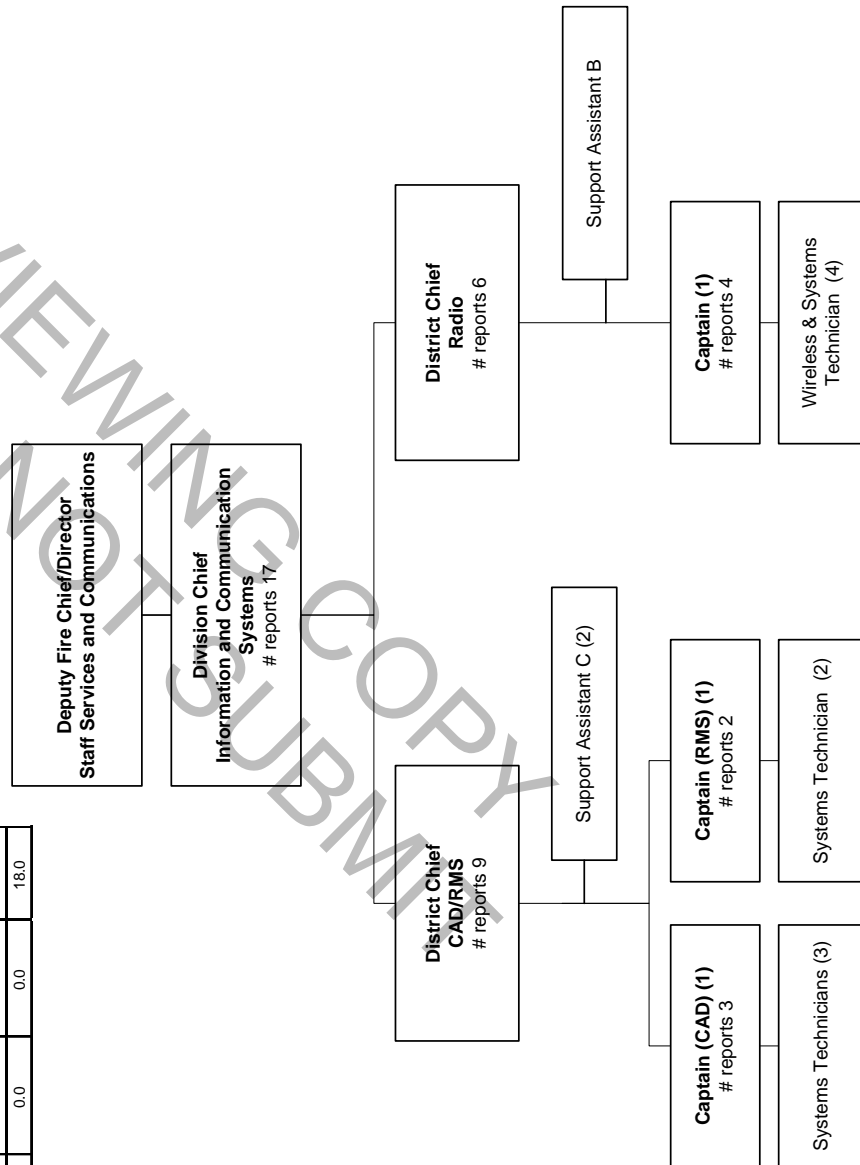
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	1.0	0.0	0.0	0.0	1.0
Exempt Professional/Clerical	2.0	0.0	0.0	0.0	2.0
Clerical/Technical/Professional	12.0	0.0	0.0	0.0	12.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	15.0	0.0	0.0	0.0	15.0





Organizational Structure 2011 Information and Communication Systems

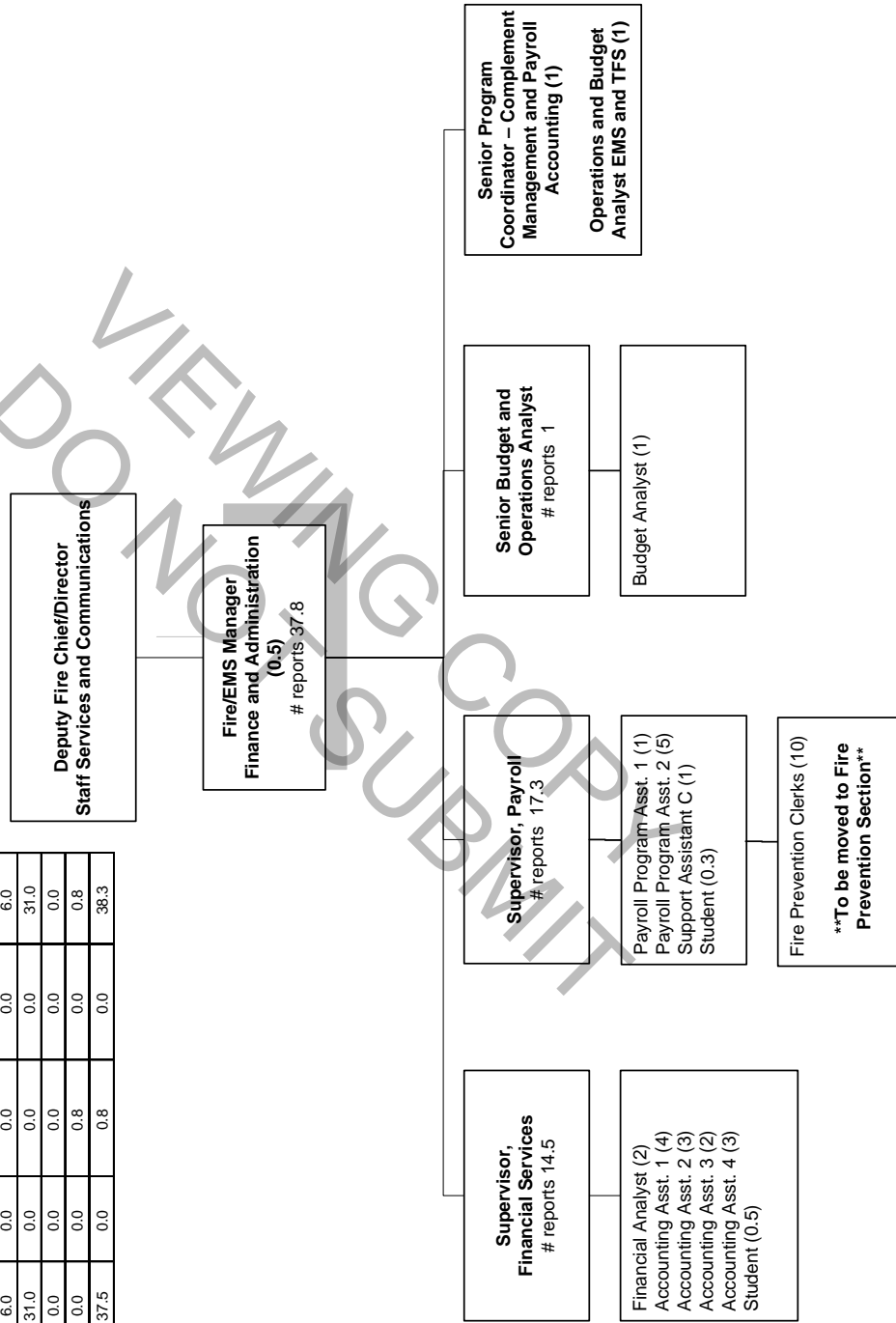
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	1.0	0.0	0.0	0.0	1.0
Exempt Professional/Clerical	0.0	0.0	0.0	0.0	0.0
Clerical/Technical/Professional	17.0	0.0	0.0	0.0	17.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	18.0	0.0	0.0	0.0	18.0





Organizational Structure 2012 Finance and Administration

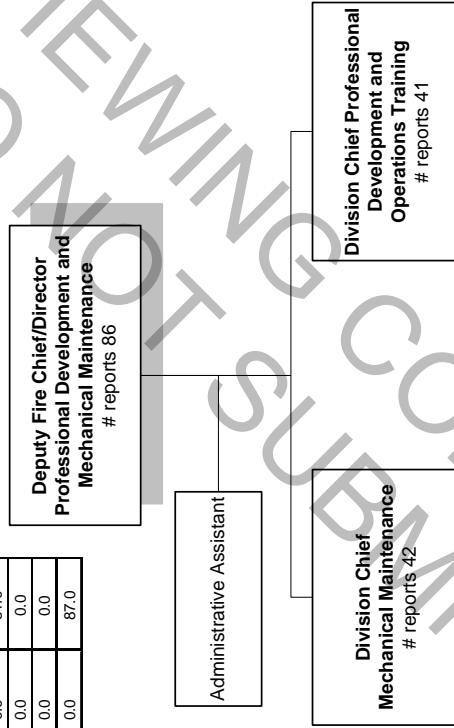
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	0.5	0.0	0.0	0.0	0.5
Exempt Professional/Clerical	6.0	0.0	0.0	0.0	6.0
Clerical/Technical/Professional	31.0	0.0	0.0	0.0	31.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.8	0.0	0.8
Total	37.5	0.0	0.8	0.0	38.3





Organizational Structure 2011
Professional Development and Mechanical
Maintenance Section

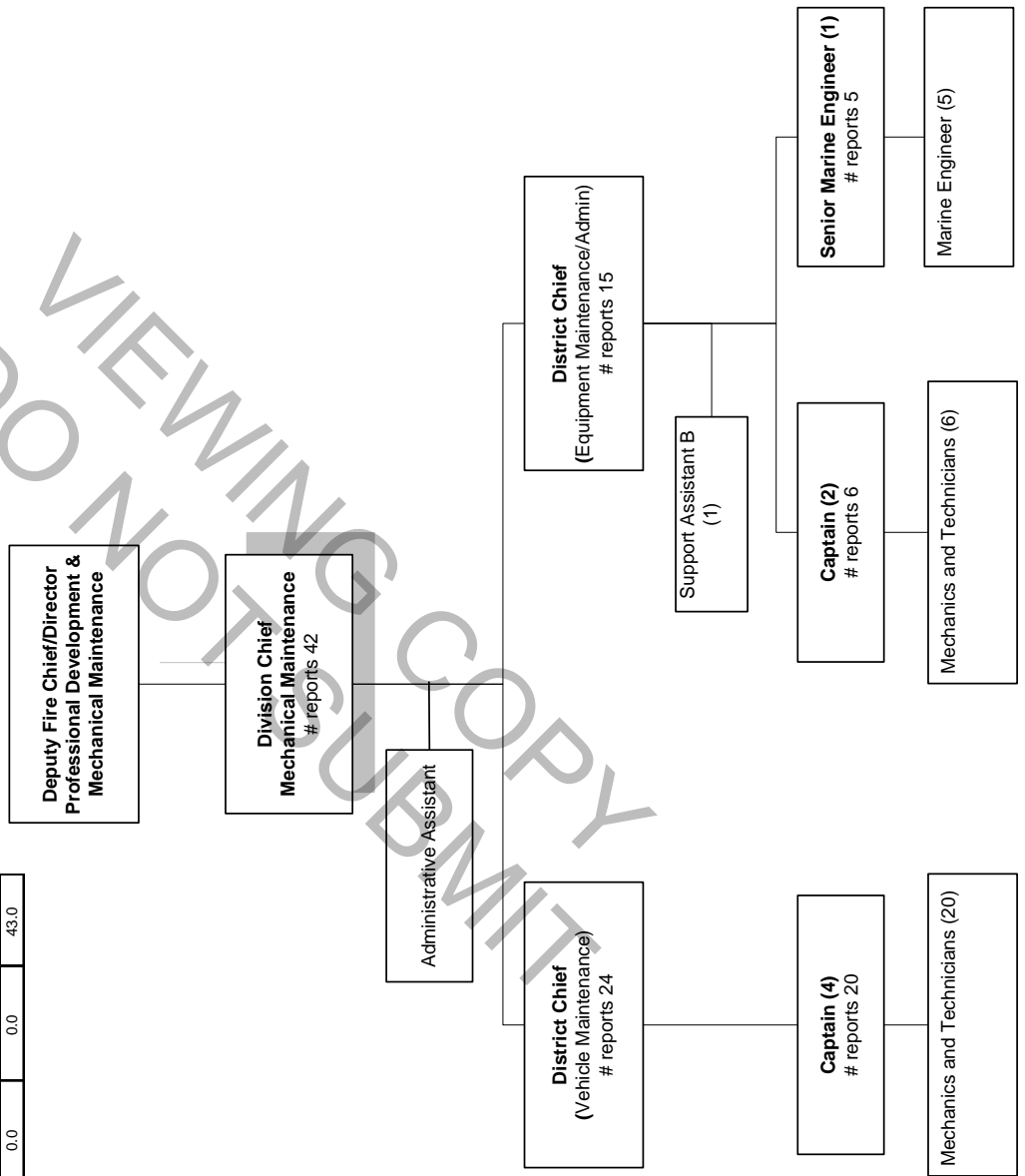
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	3.0	0.0	0.0	0.0	3.0
Exempt Professional/Clerical	3.0	0.0	0.0	0.0	3.0
Clerical/Technical/Professional	81.0	0.0	0.0	0.0	81.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	87.0	0.0	0.0	0.0	87.0





Organizational Structure 2011 Mechanical Maintenance

	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	1.0	0.0	0.0	0.0	1.0
Exempt Professional/Clerical	1.0	0.0	0.0	0.0	1.0
Clerical/Technical/Professional	41.0	0.0	0.0	0.0	41.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	43.0	0.0	0.0	0.0	43.0



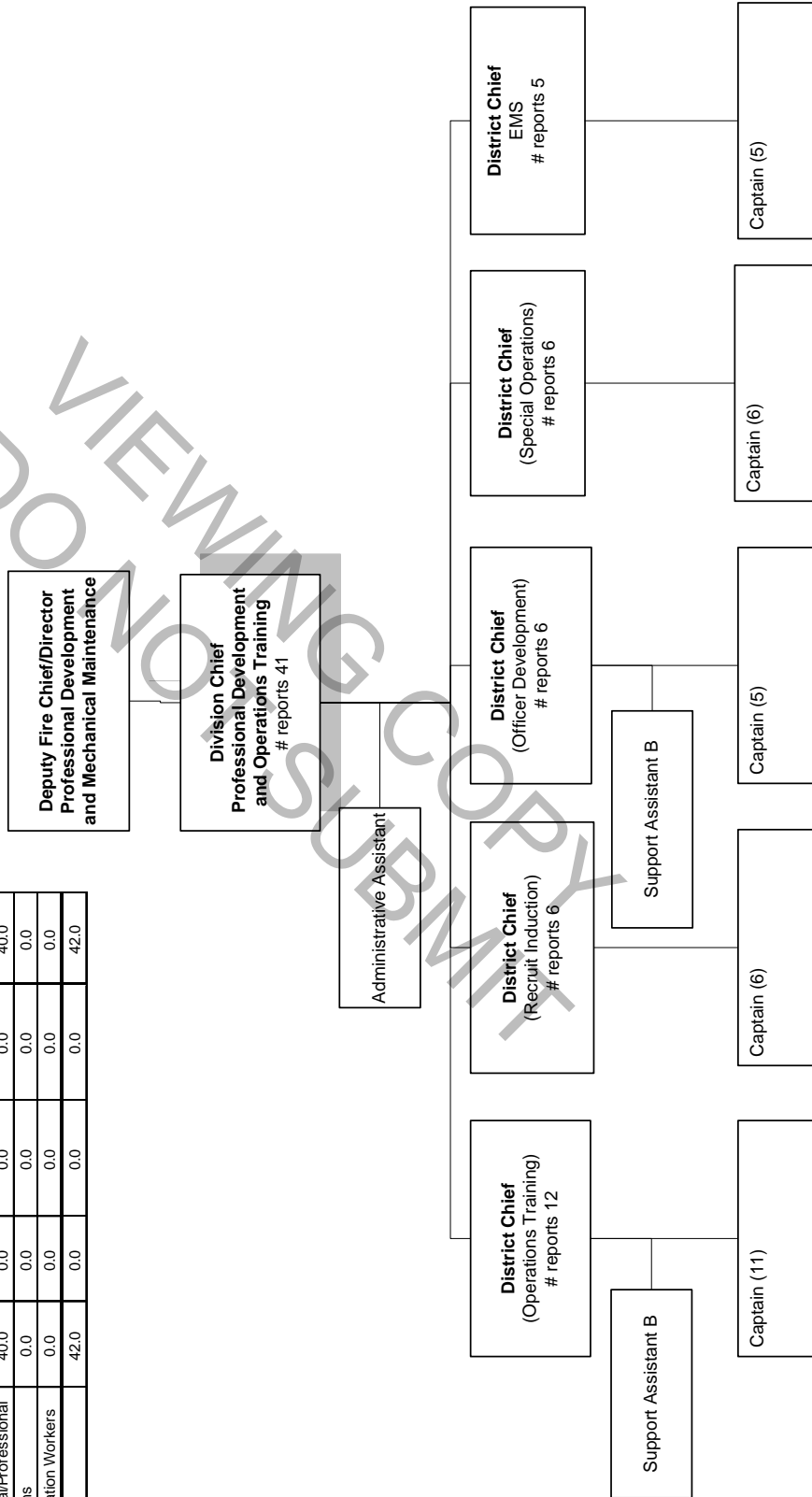
FIRE SERVICES DIVISION

As of December 2011



Organizational Structure 2011 Professional Development and Operations Training

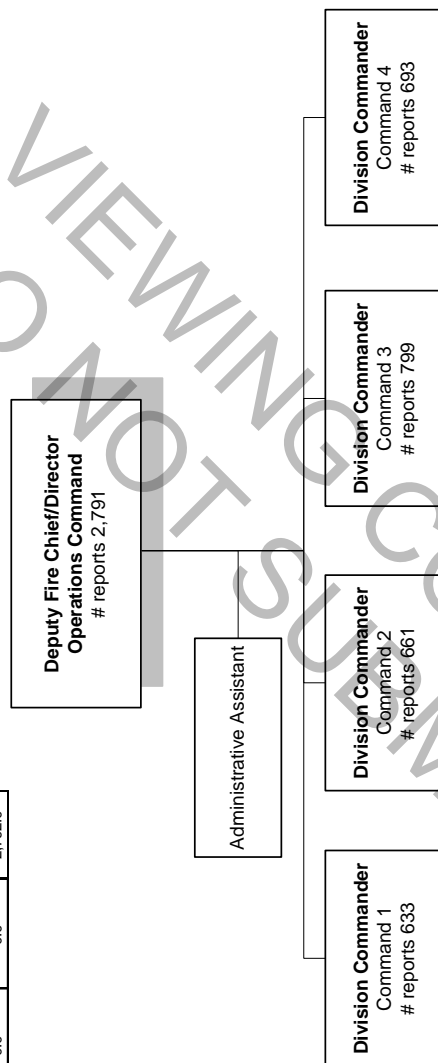
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	1.0	0.0	0.0	0.0	1.0
Exempt Professional/Clerical	1.0	0.0	0.0	0.0	1.0
Clerical/Technical/Professional	40.0	0.0	0.0	0.0	40.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	42.0	0.0	0.0	0.0	42.0





Organizational Structure 2011 Operations Command Section

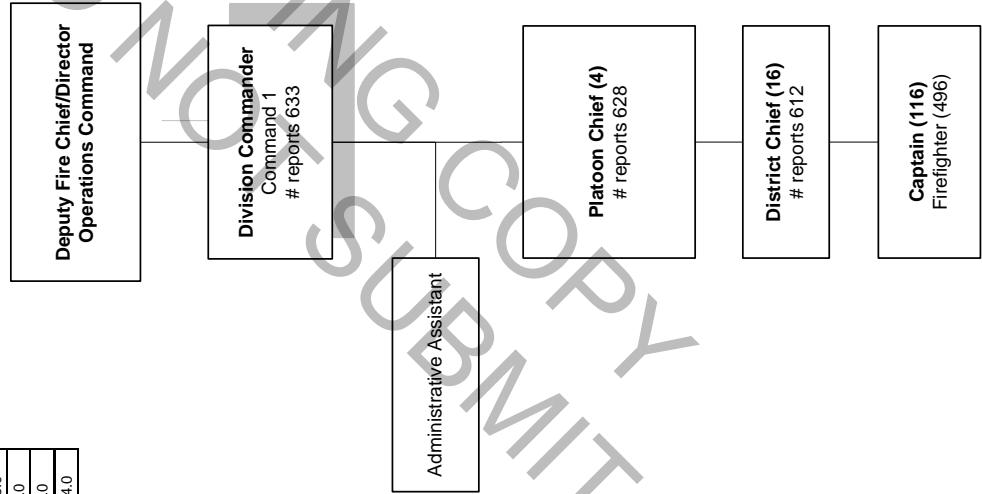
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	21.0	0.0	0.0	0.0	21.0
Exempt Professional/Clerical	5.0	0.0	0.0	0.0	5.0
Clerical/Technical/Professional	2,766.0	0.0	0.0	0.0	2,766.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	2,792.0	0.0	0.0	0.0	2,792.0





Organizational Structure 2011 Command 1

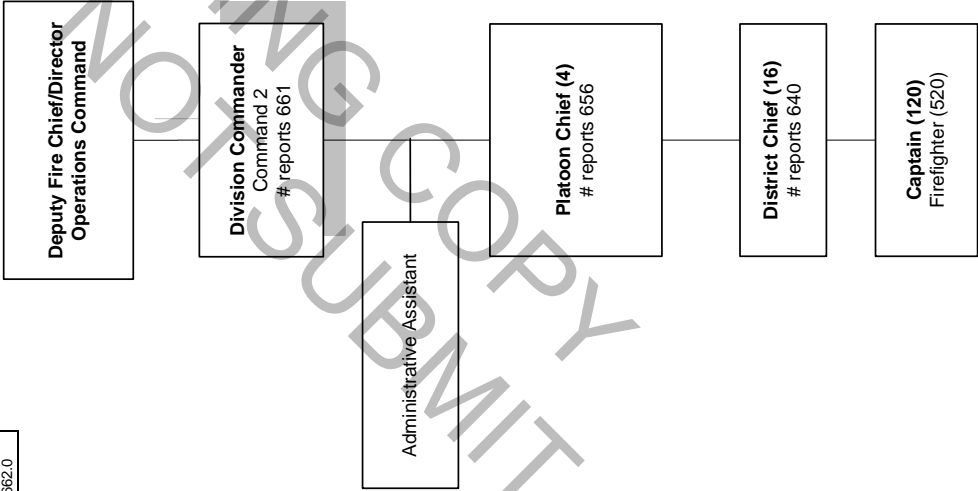
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	5.0	0.0	0.0	0.0	5.0
Exempt Professional/Clerical	1.0	0.0	0.0	0.0	1.0
Clerical/Technical/Professional	628.0	0.0	0.0	0.0	628.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	634.0	0.0	0.0	0.0	634.0





Organizational Structure 2011
Command 2

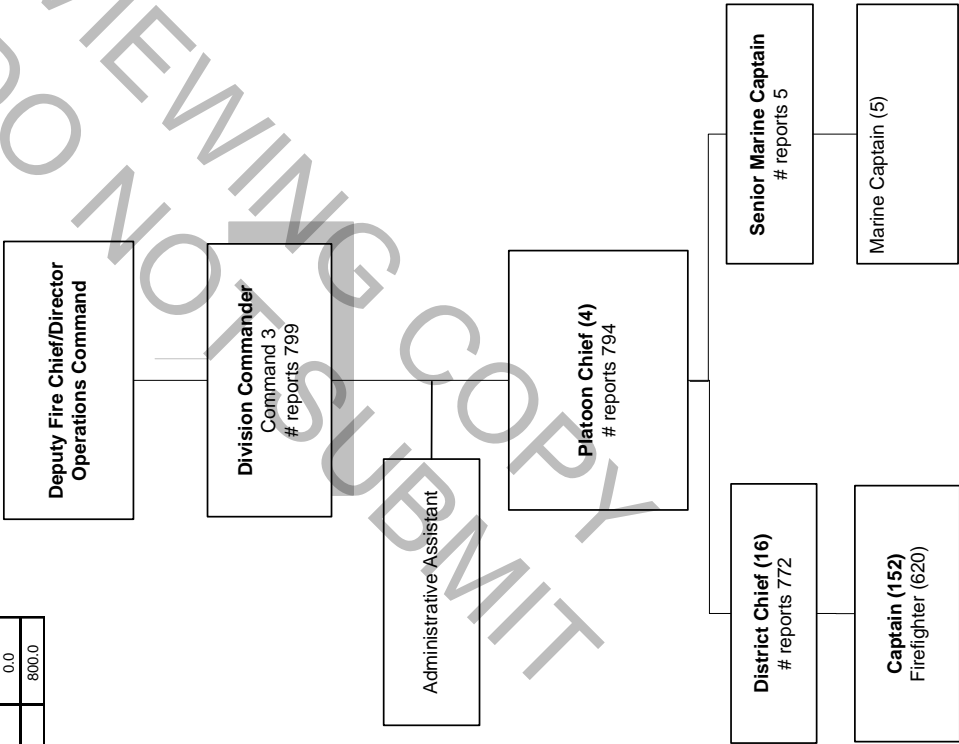
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	5.0	0.0	0.0	0.0	5.0
Exempt Professional/Clerical	1.0	0.0	0.0	0.0	1.0
Clerical/Technical/Professional	656.0	0.0	0.0	0.0	656.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	662.0	0.0	0.0	0.0	662.0





Organizational Structure 2011
Command 3

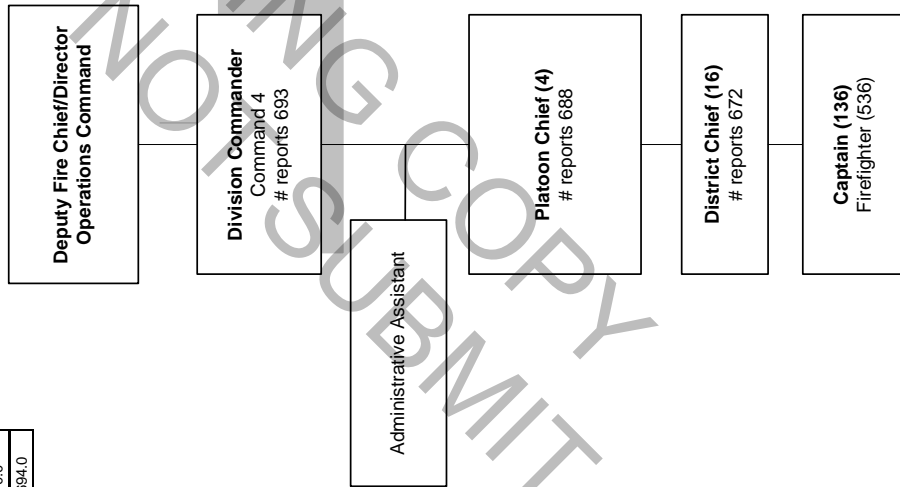
	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	5.0	0.0	0.0	0.0	5.0
Exempt Professional/Clerical	1.0	0.0	0.0	0.0	1.0
Clerical/Technical/Professional	794.0	0.0	0.0	0.0	794.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	800.0	0.0	0.0	0.0	800.0





Organizational Structure 2011 Command 4

	Permanent/ Full-time	Permanent/ Part-time	Temp/Seasonal/ Casual Full-time	Temp/Seasonal/ Casual Part-time	Total
Executive/Senior Management	0.0	0.0	0.0	0.0	0.0
Management	5.0	0.0	0.0	0.0	5.0
Exempt Professional/Clerical	1.0	0.0	0.0	0.0	1.0
Clerical/Technical/Professional	688.0	0.0	0.0	0.0	688.0
Hourly/Operations	0.0	0.0	0.0	0.0	0.0
Students/Recreation Workers	0.0	0.0	0.0	0.0	0.0
Total	694.0	0.0	0.0	0.0	694.0



Proposal Evaluation Table

Evaluation Criteria	Weighting
STAGE 1 – MANDATORY REQUIREMENTS (<i>as per Section 6.2</i>)	Pass/Fail
STAGE 2A – TECHNICAL PROPOSAL (Proposal Structure, Attributes and Content)	
A) Proponent Company Profile <ul style="list-style-type: none"> Profile of the company 	5
B) Experience and Qualifications of the Proponent <ul style="list-style-type: none"> Well-developed understanding and knowledge of EMS and Fire service delivery in urban contexts Evidence of conducting successful EMS studies of a similar size, scope and complexity in order to successfully meet the City's goals for this study Evidence of conducting successful Fire studies of a similar size, scope and complexity in order to successfully meet the City's goals for this study Extensive experience and skills in organizational design and effectiveness, organizational reviews, service efficiency and operational improvement studies in municipal governments or the public sector Demonstrated ability to carry out all aspects of the project as indicted in the work plan 	20
C) Proposed Team and Resources <ul style="list-style-type: none"> Qualifications and experience of the team proposed by the Proponent including the Project Lead Demonstrated knowledge of and experience specifically related to Emergency Medical Services and Fire Services Capacity of the staff team and resources to perform the Services Demonstrated ability to ensure the resource means to guarantee delivery of the Services to the City 	15
D) Understanding and the RFP and Proposed Approach <ul style="list-style-type: none"> Demonstrated understanding of the scope of the work and of the RFP goals and requirements Demonstrates how the proposed approach will achieve the RFP Scope of Work and project deliverables Appropriate comparator jurisdictions proposed for evaluation Detailed description of how the Proponent will provide equal consideration for Emergency Medical Services and Fire Services Detailed work plan, schedule and appropriate assignment of team members and resources 	35
STAGE 2B INTERVIEWS – if required (<i>Refer to Section 5.6</i>)	N/A
STAGE 3 – COST OF SERVICES Note – Proponents must score a minimum of 75% (56.3 points) at the conclusion of Stage 2 above to be considered further for cost.	
Cost of Services Formula: [(Lowest cost Proposal / Proponent's cost) x 25]	25
Total Score	100

STANDARD SUBMISSION FORMS

- FORM 1:** Proposal Submission Form – Mandatory
- FORM 2:** Policy to Exclude Bids From External Parties Involved in the Preparation or Development of a Specific Call/Request - Mandatory
- FORM 3:** Restrictions on the Hiring and Use of Former City of Toronto Management Employees for City Contracts – If Applicable
- FORM 4:** Environmentally Responsible Procurement – If Applicable
- FORM 5:** Notice of No Submission – If Applicable
- FORM 6:** City of Toronto Customer Service Training Requirements: Contractors, Consultants and other Service Providers – If Applicable

DO NOT SUBMIT

PROPOSAL SUBMISSION FORM**REQUEST FOR PROPOSAL NO. 9119-12-7043****A SERVICE AND ORGANIZATIONAL REVIEW OF EMERGENCY MEDICAL SERVICES AND FIRE SERVICES****CLOSING: 12:00 NOON (Local Toronto Time) on February 29, 2012.**

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

I/WE HAVE CAREFULLY EXAMINED THE DOCUMENTS AND HAVE A CLEAR AND COMPREHENSIVE KNOWLEDGE OF THE REQUIREMENTS AND HAVE SUBMITTED ALL RELEVANT DATA. I/WE AGREE, IF SELECTED TO PROVIDE THOSE GOODS AND/OR SERVICES TO THE CITY IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE REQUEST FOR PROPOSAL DOCUMENT AND OUR SUBMISSION. I/WE AGREE THAT THIS SUBMISSION IS BEING MADE WITHOUT ANY COLLUSION OR FRAUD.

ACKNOWLEDGE RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE:

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

SUBMITTED BY: _____

(RESPONDENT'S FULL LEGAL NAME) _____

ADDRESS: _____ TELEPHONE NO. _____

_____ FAX NO. _____

_____ EMAIL: _____

_____ DATE: _____

SIGNATURE OF AUTHORIZED SIGNING OFFICER _____

PRINTED NAME OF SIGNING OFFICER _____

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

POLICY TO EXCLUDE BIDS FROM EXTERNAL PARTIES INVOLVED IN THE PREPARATION OR DEVELOPMENT OF A SPECIFIC CALL/REQUEST

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

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

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

Specify: Yes _____ No _____

VIEWING COPY
DO NOT SUBMIT

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

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

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

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

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

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

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

Specify: _____

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

For further information contact:

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

ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

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

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

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

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

1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.
2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
3. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
4. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.
6. Have a long service-life and/or can be economically and effectively repaired to upgraded.

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

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

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

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



NOTICE OF "NO SUBMISSION"

RFP # :	9119-12-7043
CLOSING DATE:	February 29, 2012

IMPORTANT - PLEASE READ THIS

It is important to the City of Toronto to receive a reply from all invited Respondents. 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 Responses, 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 Responses documents.

1. We do not offer this service.		Other reasons or additional comments.
2. We do not offer services to these requirements.		
3. Unable to offer services competitively.		
4. Cannot handle due to present commitments.		
5. Quantity/project too large.		
6. Cannot meet delivery/completion requirements.		
7. Licensing restrictions.		
Do you wish to participate in Request for Responses for services in the future? YES <input type="checkbox"/> NO <input type="checkbox"/>		

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

Company Name:

Address:

Signature of Company Representative:

Position:

Date:

Tel. No.:

Fax No.:

Fax: 416-397-7779



**City of Toronto Accessible Customer Service Training Requirements:
Contractors, Consultants and other Service Providers**
(Accessibility Standard for Customer Service, O. Reg. 429/07, AODA 2005)

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

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

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

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

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

Access an e-learning course:

The training requirements can be fulfilled by completing the e-Learning course "Serve-ability: Transforming Ontario's Customer Service", which can be found on the Ministry of Community and Social Services website: <http://www.mcscs.gov.on.ca/mcss/serve-ability/splash.html>

For more information:

How to comply with the Accessible Customer Service Standard at: www.accessON.ca/compliance
Requirements of the Accessibility Standards for Customer Service (Ontario Regulation 429/07):
www.e-laws.gov.on.ca/html/source/regs/english/2007/elaws_src_regs_r07429_e.htm

SUPPLEMENTARY SUBMISSION FORMS

1. Appendix K1 – Price Detail Form
2. Appendix K2 – Project Team Task and Time Form

VIEWING COPY
DO NOT SUBMIT

Price Detail Form

Proponents must provide an all-inclusive cost for all the components of the Organizational and Service Review of TEMS and TFS and must also show the breakdown of pricing for the proposed elements of the Proponent's approach as per Section 6.2, Part 8.

The Price Detail Form must be submitted in the format as below and must contain the following information at a minimum. Bidders must provide ALL information required in Appendix K1 – Price Detail Form. Bidders that do not fully complete these forms (such as leaving lines blank), or have unclear answers (such as N/A or TBD) will be declared non-compliant.

Item	Description	Cost
1.	Develop Work Plan to Perform Required Work within the Timeframe Stated in the RFP For item #1, indicate in Appendix K2 the team members, hours assigned and corresponding hourly rates included in this total cost.	\$
2.	Revise Initial Work Plan and Methodology based on consultation with the City For item #2, indicate in Appendix K2 the team members, hours assigned and corresponding hourly rates included in this total cost.	\$
3.	Document and Assess the Current Operations of TEMS and TFS For Item #3, indicate in Appendix K2 the team members, hours assigned and corresponding hourly rates included in this total cost.	\$
4.	Conduct an Evaluation and Analysis of Comparable Canadian, American and International Jurisdictions to Identify a Full Range of Service Delivery Model Options For Item #4, indicate in Appendix K2 the team members, hours assigned and corresponding hourly rates included in this total cost.	\$
5.	Propose Service Delivery and Organizational Model Options that Optimize Efficiencies while Ensuring Service Effectiveness For item #5, indicate in Appendix K2 the team members, hours assigned and corresponding hourly rates included in this total cost	\$
6.	Produce Interim Report including Consultation, Writing, Reviewing, and Editing For item #6, indicate in Appendix K2 the team members, hours assigned and corresponding hourly rates included in this total cost.	\$
7.	Produce Final Report including Consultation, Writing, Reviewing and Editing For item #7, indicate in Appendix K2 the team members, hours assigned and corresponding hourly rates included in this total cost.	\$
8.	Required Other Services if any (Be specific – identify and provide cost breakdown on a separate sheet)	\$
9.	Sub-total (1+2+3+4+5+6+7+8)	\$
10.	HST	\$
11.	Grand Total (9+10)	\$

Project Team Task and Time Form

Item No.	Item (List associated tasks below each item, as per proposed Work Plan & Methodology: Section 6.2, Part 8)	Team Members and Hours Assigned				
		Hours Project Lead:	Hours Other:	Hours Other:	Hours Other:	Total Hours
1.	Develop Work Plan					
2.	Revise Initial Work Plan and Methodology					
3.	Document and Assess the Current Operations of TEMS and TFS					
4.	Conduct an Evaluation and Analysis of Comparable Jurisdictions					
5.	Propose Service Delivery and Organizational Model Options					
6.	Produce Interim Report					
7.	Produce Final Report					
8.	Required Other Services					
9.	Total Hours Each Team Member	_____Hrs	_____Hrs	_____Hrs	_____Hrs	_____Hrs
10.	Hourly Rate Each Team Member	\$_____	\$_____	\$_____	\$_____	N/A
11.	Total Cost Each Team Member (8x9)	\$_____	\$_____	\$_____	\$_____	N/A
12.	GRAND TOTAL (Sum of Row 11)					\$_____

APPENDIX K1 AND K2 MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED NONCOMPLIANT