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September 9, 2019

NOTICE TO POTENTIAL PROPONENTS

**Request for Quotation No. RFQ2019-01
For: Skate Shop Rental Concession at Toronto City Hall**

Please review the attached document and submit your proposal to the address noted below by the closing deadline of **5:00 PM (local time) on September 30, 2019.**

Proposals will not be considered unless:

- Received by the date specified above; and
- Received at the address specified below.

Submissions by facsimile or e-mail is not acceptable.

Site Meeting Particulars

Attendance Requirement: (Mandatory / Voluntary)	Voluntary Site Meeting (Must be requested in writing and confirmed)
Date:	September 25, 2019
Time:	2:00 PM
Site Meeting Location:	Nathan Phillips Square, outside the Skate Shop Concession
Deadline for Questions: (must be in writing)	September 23, 2019, at 5:00 PM

City Contact:

Allan Mak, Property Officer, Transaction Services
Real Estate Services, Corporate Real Estate Management
Phone: 416-392-8159, Fax: 416-392-1880, Email: Allan.Mak@toronto.ca

For convenience, you may affix the following address label to the Proposal submission.

Company Name:	
Request for Quotation No.:	RFQ2019-01
Closing Deadline:	September 30, 2019 by 5:00 PM
Deliver To:	Allan Mak, Property Officer Real Estate Services, Corporate Real Estate Management 2 nd Floor, Metro Hall 55 John Street. Toronto ON, M5V 3C6

Real Estate Services will not be held responsible for submission documents submitted in envelope(s) that are not labelled in accordance with the above instructions.

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RFQ2019-01

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1.0 TERMINOLOGY

1.1 References to Labeled Provisions

Each reference to this Request for Quotation to a numbered or lettered "section", "subsection", "paragraph", "subparagraph", "clause", or "sub-clause" shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labeled provision of this Request for Quotation (RFQ).

1.2 Definitions

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

"Agreement" means any written contract between the City and a Proponent contemplated by this RFQ, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFQ.

"City" means the City of Toronto.

"Concession" means skate rental and skate sharpening operation located within the Licensed Area.

"Council" means City Council.

"Director" means the Director of Real Estate Services, Corporate Real Estate Management.

"Division" means Real Estate Services, Corporate Real Estate Management.

"Licensed Area" means the specific kiosk space situated within Nathan Phillips Square, Toronto City Hall as shown in Schedule "E" attached to this RFQ, and to be licensed to the Vendor for the Concession.

"License Fee" means remuneration paid to the City in connection with a written contract for the occupation of a Licensed Area as set out in this RFQ.

"License Agreement" means any written contract between the City and a Proponent or any purchase order issued by the City to the Vendor with respect to the occupation of a specific location associated with this RFQ, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFQ.

"HST" means Harmonized Sales Tax.

"may" and "should" used in the RFQ denote permissive (not mandatory).

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

"must", "shall", and "will" used in the RFQ denote imperative (mandatory), meaning quotations not satisfying imperative (mandatory) requirements will be deemed non-compliant and will not be considered for contract award.

"Preferred Proponent" means the Proponent whose Proposal, as determined by City staff through the evaluation analysis described in this RFQ, provides the best overall value in meeting the City's requirements, and may be recommended for award.

"Project Manager" means the main contact person at the City for all matters relating to the project. Manager of a team of City staff assigned to the project.

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

"Proposal" means an offer submitted by a Proponent in response to a formal Request for Quotation (RFQ) which includes all of the documentation necessary to satisfy the submission requirements of the RFQ.

"RFQ" means this Request for Quotation package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the City.

"Services" means all services and deliverables to be provided by a Vendor as described in this RFQ.

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

2.0 PURPOSE

The purpose of this RFQ is to select a qualified proponent to act as Real Estate Services' sole* Skate Rental and Skate Sharpening Concession within Nathan Phillips Square, subject to the approval of the Director and City Council. The Division is establishing this RFQ as a process that will enable the Vendor to obtain the rights to operate a skate rental and skate sharpening concession pursuant to a License Agreement to be entered into with the City that includes the terms and conditions set out in Appendix "B". In exchange for granting these rights, the Division will receive from the Vendor remuneration and capital investment determined by the RFQ process.

The operation of the skate rental and skate sharpening concession should be considered as a service to the public patronizing the Nathan Phillips Square skating rink between the months of November and April on each licensed year. As the public will associate the standard of service that they receive with the Division, it is of the utmost importance that this standard of service be of the highest, and at reasonable rental fees.

* While the skate rental and skate sharpening concession will be the sole skate rental and skate sharpening concession awarded by Real Estate Services in Nathan Phillips Square, proponents should be aware that skate rink patrons are not required to rent skating equipment from the Proponent for the use of the skating rink.

2.1 Term of Agreement

The successful proponent will be offered a License Agreement for a term of two (2) winter seasons plus an option to renew for two (2) additional winter seasons for a total of four (4) winter seasons total. Each winter season begins in November and ends in April the following calendar year.

2.2 Background

Nathan Phillips Square is a vibrant, active space in the heart of the City. Every year, over 1.5 million visitors attend a variety of community and special events hosted at the Square, such as the Cavalcade of Lights, New Year's Celebrations, Remembrance Day Celebrations, concerts and more.

During the winter season, the reflecting pool is transformed into a skating rink visited by residents and tourists. The current RFQ aims to secure a licensee which will operate the skate rental and skate sharpening concession located at the south-west corner of the skating rink.

2.3 Licensed Area

The specific Licensed Area consists of approximately 152 square feet of space for the operation and management of a skate rental and skate sharpening services located within the Concession Building in Nathan Phillips Square at 100 Queen Street West. A floorplan of the Licensed Area is available in Appendix "E".

2.4 Voluntary Site Meeting

Interested Proponents can attend the site / information meeting to familiarize themselves with the Project. Individuals must request in writing and receive confirmation from the contact listed on Page 1 of this RFQ. The meeting will be held at 2:00 PM on September 25, 2019 with the gathering point designated as the space immediately in front of the Licensed Area at the Nathan Phillips Square Concession Building.

2.5 Objectives

The objective of this RFQ is to offer the Vendor up to four (4) year license agreement which includes a two (2) year term plus a possible extension term of two (2) years.

It is the objective of the City to maximize financial benefit for both itself and the Proponent and to ensure that the quality of the skate shop and skate sharpening concession enhances and complements the winter activities available at Nathan Phillips Square.

3.0 SCOPE OF WORK

3.1 Terms of Reference

The City is seeking quotations for a qualified proponent to act as Real Estate Services' sole Skate Shop and Skate Sharpening Concession at Nathan Phillips Square as described below.

As the license is seasonal, all elements of the concession are to be removed at the end of the season in each year of the agreement. The Vendor shall pay all utility consumption costs.

The Vendor will be assuming total responsibility for the collection and remission of all sales, goods, and services taxes, and any other taxes payable including property taxes in relation to the operation of the skate shop and skate sharpening concession.

The City grants the Vendor the rights to operate the Concession within Nathan Phillips Square in accordance with language and provisions of this RFQ. Under no circumstances shall the Vendor sub-lease or grant other parties any rights provided under the terms of this RFQ or any agreements arising from this RFQ.

3.2 Vendor Responsibilities

The scope of this RFQ includes the supply of all labour, equipment and material necessary for skate rental and sharpening services, in accordance with this RFQ.

The Services offered must meet or exceed the following requirements and specifications:

Operations and Equipment

- 3.2.1 The Successful Proponent will obtain any necessary licences, permits or other approvals required for the provision of the Services.
- 3.2.2 The equipment and supplies related to the delivery of Services required under this RFQ must be in safe, working condition.
- 3.2.3 The Successful Proponent shall provide the Services daily, seven (7) days a week, Monday to Sunday inclusive, between the hours of 10:00 a.m. and 10:00 p.m. during the Term to coincide with the opening and closing of the skating rink.
- 3.2.4 The Successful Proponent shall manage and operate the Service in an efficient, professional manner in the Licensed Area, taking into account the public character of the Square, and more importantly, the fact that the Licensed Area is part of the City Hall premises which houses the administration of the municipal government of the City. The Successful Proponent shall comply with all relevant federal and provincial laws and regulations and any by-laws, policies and procedures of the City.
- 3.2.5 The Successful Proponent shall, at its sole cost and expense, furnish all labour, sub-contract service(s), materials, supplies, tools, equipment, apparatus, transportation, facilities and incidentals (including electrical work) required and perform all operations necessary to accomplish the complete installation and on-going provision of the Services.
- 3.2.6 The City reserves the right to inspect all listed equipment, materials and supplies throughout the duration of the License Agreement.
- 3.2.7 The Successful Proponent shall have the unilateral right to set the rates charged for the skate rental service and skate sharpening service, provided these charges are reasonable for the market place. Rates to be charged will be attached to the License Agreement of the Successful Proponent.
- 3.2.8 The Successful Proponent shall allow the Deputy City Manager, Corporate Services and his/her designates, and any person authorized by a public utility, to enter the Licensed Area at any time for the purpose of the installation, maintenance and/or repair of any pavement, supports, pipes, cables, wires, poles or any other installation or utility.

- 3.2.9 The Successful Proponent shall carry at all times, a stock of skates containing a minimum of 150 pairs to ensure a wide range of sizes for men, women and children. However, the Successful Proponent should carry an overstock for special events and bookings on the Square. The size, style and quality of the skates should serve to guarantee optimal rental availability.
- 3.2.10 The Successful Proponent will supply adjustable CSA Group (Canadian Standards Association) Approved hockey helmets and shall carry a minimum of 50 adjustable CSA Approved helmets (10 small, 15 medium, 15 large and 10 extra-large) for the mandatory use for children under the age of 6.
- 3.2.11 The Successful Proponent shall ensure that the rented skates are maintained in a safe structural condition, sized, fitted to the skater as accurately as possible with properly maintained laces and shall not rent skates which fit improperly.
- 3.2.12 The City of Toronto provides skate walkers at no charge and as such the Successful Proponent may offer for rent additional skate walkers provided that they have no attachments and/or moving parts that may fracture or break.
- 3.2.13 The Successful Proponent may offer for sale at reasonable market price equipment related to performing physical activity in cold weather conditions and will not sell or store merchandise, alcoholic, install ATMs or ABMS, or other beverages and food at the Licensed Area.
- 3.2.14 The Successful Proponent will provide the City with an up-to-date customer "Skate Rental Agreement" to be attached as an Appendix to the License Agreement.

Staffing and Maintenance

- 3.2.15 The Successful Proponent shall provide its own staff for the Licensed Area at its sole cost and expense, and shall properly supervise and train such personnel. The Successful Proponent shall assume all responsibility for the wages and benefits to be provided to the staff at the Licensed Area.
- 3.2.16 The Successful Proponent shall, at all times and at its sole expense, keep and maintain the Licensed Area and any area adjacent thereto in a clean, sanitary, attractive condition free from papers, rubbish and debris of all kinds, to the satisfaction of the office of the Deputy City Manager, Corporate Services.
- 3.2.17 The Successful Proponent shall not provide services or display any items outside the area designated as the Licensed Area.
- 3.2.18 The Successful Proponent agrees that no sponsorship or advertising shall be placed at the Licensed Area or on any umbrella or canopy used in the Licensed Area in association with the Services.

Books and Records

- 3.2.19 The Successful Proponent shall be responsible for the collection and remittance of the Harmonized Sales Tax (HST), all employee withholdings and any other taxes that are

levied on the operation of the business. Proof of such collection and remittance must be furnished to the City if requested.

3.2.20 The Successful Proponent will keep a separate and complete set of books of account, vouchers and other records showing in detail all revenues and charges. The City may audit these books from time to time.

3.2.21 Within fifteen (15) days of the last day of the proceeding calendar month of each month the Successful Proponent shall furnish the City with a statement of gross revenues derived from the operation of the Services for the previous month. All monthly statements shall be verified in writing by an officer of the Successful Proponent.

Installation / Setup / Removal

3.2.22 The Successful Proponent is shall complete installation or removal of any equipment necessary for the Services which are not already provided for in the Licensed Area at no cost to the City. For the installation or removal of any equipment, the Successful Proponent shall obtain written consent through the submission of drawings and specifications to City staff, which consent shall not be unreasonably withheld. The Successful Proponent shall ensure that qualified technicians, approved by the City of Toronto, undertake the necessary work.

3.2.23 The Successful Proponent shall restore all property temporarily removed, damaged, or destroyed in the delivery of Services to the satisfaction of the City and at no cost to the City. The Successful Proponent, before final payment, shall remove all surplus materials and any debris of every nature resulting from its operation and put the site in a neat, orderly condition; thoroughly clean. If the Successful Proponent fails to restore or clean up at the completion of the Licensed Agreement, then the City may do so and charge the Successful Proponent for the costs thereof, or deduct said costs from any monies still owing to the Successful Proponent.

3.3 Responsibilities of the City of Toronto

The responsibilities of the City will be:

3.3.1 To allow unrestricted access at reasonable times to the Vendor;

3.3.2 To not unduly delay any required permissions or review of plans as stipulated within the License Agreement.

3.3.3 The City reserves the right to permit special events within Nathan Phillips Square which may cause pedestrian and vehicular traffic to be altered and/or restricted. Should safety be a concern as a result of any special event, the City reserves the right to temporarily limit in whole or in part the operation of the vendor until such point safety is no longer a concern.

3.4 Signage

- 3.4.1 All signage in and around the Concession operation will be of professional quality and appearance. All signage must be approved by the Director or his designate. Signage will not be allowed to impede the flow of patrons within Nathan Phillips Square.

3.5 Service to the Public

- 3.5.1 Creating and maintaining a high-quality experience for the public is paramount. The City is interested in partnering with Vendors that will provide a high level of customer service that will enhance the experience of patrons to Nathan Phillips Square.
- 3.5.2 Vendors will be required to deal with customer queries and complaints in a prompt and courteous manner and will be responsible for all refunds associated with its business.

3.6 Prohibited Products, Services and Items

- 3.6.1 Under no circumstances will the sale or distribution of food and / or beverages of any form whatsoever be allowed within the Licensed Area. Free distribution of food and beverages is also strictly prohibited.
- 3.6.2 The use of loud amplification equipment and the playing of loud music is prohibited as is the use of portable generators.
- 3.6.3 The Vendor shall not have the right to use the City's Corporate Logo / Entity in marketing plans, including, but not limited to, internet advertising, newspaper advertising, or as part of the Vendors Logo without the written consent of the Director.

3.7 Staffing

- 3.7.1 Vendors will be responsible for supplying trained and competent staff who should wear a distinguishable uniform acceptable to the Director while working on City property.
- 3.7.2 Vendors and their staff will have a clean and tidy appearance at all times.
- 3.7.3 The Vendor must ensure that all renovations are completed using certified trades people and must comply with the Fair Wage policy and trades union contracts.
- 3.7.4 Implement, and require adherence to, a staff code of behavior.

3.8 Third Party Agreements

- 3.8.1 The Vendor shall not enter into any agreements with any outside third parties for the purpose of the sale of goods, advertising, promotions or providing any products or services to the public including, but not limited to, the placement of kiosks, banners and/or post any signage on any portion of the Concession area or surrounding City-owned property that could offer advertising, promotions, free product sampling, sponsorship, contests and/or free give-a-ways, or to engage in such similar initiatives or provide such services itself.

3.9 Proposal / Performance Security

- 3.9.1 A mandatory Proposal Security equal to 10% of the grand total for four winter seasons including any taxes (gross amount) will be required in full along with the Proponent's Proposal. The Proposal Security will be provided in the form of a certified cheque, bank draft, or money order to "City of Toronto, Treasurer". Any Proposal received that does not satisfy the requirements under this section will not be considered.
- 3.9.2 The Proposal security of the successful Proponent will be returned by Real Estate Services upon expiry of the License Agreement and not before provided all required work has been completed to the satisfaction of the Director.

The Proposal security of the unsuccessful bidders will be returned by Real Estate Services following the awarding of the License Agreement and not before.

3.10 Expiry / Termination of Licence Agreement

- 3.10.1 Upon the expiry or other termination of any resulting Licence Agreement or any extension or renewal thereof, any and all structures or chattels located within the Licensed Area must be removed within 48 hours of said termination or they will be removed by the City at the expense of the Licensee without compensation of any kind.

At the sole discretion of the Director, the Vendor shall either; repair any damage, and restore the Concession to the satisfaction of the Director; or vacate the Concession without repairs or restorations.

3.11 Payment of License Fees

- 3.11.1 Monthly Licence Fees to the City shall be paid in full on or before each respective month in Canadian Funds in each operating season

- 3.11.2 The City will only accept one of the following methods of payment:

- Pre-authorized Payment
- Electronic Fund Transfer
- Certified Cheque

4.0 PROPOSAL EVALUATION AND SELECTION PROCESS

4.1 Selection Committee

All proposals will be evaluated through a comprehensive review and analysis by a Selection Committee which will include members from the Real Estate Services Division and relevant City Divisional staff and such other persons as may be selected by the City.

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

The aim of the Selection Committee will be to select proponents which in its opinion meets the City's requirements under this RFQ and provides maximum benefit to patrons of Nathan Phillips

Square while enhancing the overall experience. Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

4.2 Selection Criteria

Proposals will be evaluated by the Selection Committee based on the Proposal Evaluation Table in Appendix "D".

4.3 Selection Process

The Selection Committee will score the Proposals using the evaluation table in Appendix "D"

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

A Proponent's technical portion (Stage 2) of the Proposal must score a minimum of 75% in order to advance to (Stage 3).

If it deems necessary, the Selection Committee may validate written Proposals as follows:

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

If necessary, the Selection Committee will use interview and/or reference check results to revise, refine, and finalize the score for the Technical Evaluation portion of the Proposal. The Proposal that achieves the highest total score will be ranked first. In the event of a tied Total Score, the Proponent achieving the highest score for its Technical Portion of the Proposal will be ranked first overall.

4.4 Schedule of Events

The timetable for the RFQ process is shown in the following table:

Date	Milestone
September 9, 2019	RFQ Issue Date
September 23, 2019	Deadline for Proponent questions (in writing by 5:00 PM)
September 25, 2019	Voluntary Site Meeting (at 2:00 PM)
September 27, 2019	Release of final Addendum (if necessary)
September 30, 2019	RFQ Closing Date (Submissions must be received by 5 PM)
October 7, 2019	Evaluation Completion Date / Award Notice Date
November 1, 2019	Contract Start Date

The City reserves the right to change the dates at its sole discretion. Written notice of any changes will be provided where feasible.

4.5 Clarifications

As part of the evaluation process the Selection Committee may make requests for further information with respect to the content of any Proposal in order to clarify 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.

4.6 Optional Interviews

A Proponent whose written Proposal has met or exceeded the minimum technical score 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 recommended Proponent(s). In the interest of clarity the City reserves the right to interview Proponents. The Selection Committee may interview any Proponent(s) without interviewing others, and the City will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

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

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

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

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

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

4.7 Evaluation Results

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

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

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

4.8 Negotiations and Agreement

The award of any Agreement will be at the absolute discretion of the City. The selection of a 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 RFQ 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 RFQ (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services.

The terms and conditions set out in Appendix "B" shall be incorporated in any Agreement entered into with the recommended Proponent. These terms and conditions are mandatory and are not negotiable.

If any Agreement cannot be negotiated within sixty (60) 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 RFQ process and not enter into any Agreement with any of the Proponents.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 General Overview

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

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

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

5.2 Proposal Documentation and Delivery

The documentation for each Proposal:

- a) Must be submitted in a sealed envelope or container (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address.
- b) Should be limited to preferably 10 pages, double sided, minimum 11 point font, with unlimited appendices.
- c) Must consist of one (1) original:
 - (i) A Main Proposal Document as described in the section below titled Proposal Content, including all attachments and appendices as required. (Mandatory)
 - (ii) Form 1 (Proposal Submission Form) completed and signed by an authorized official of the Proponent. (Mandatory)
- d) Must be completed in a non-erasable medium and signed in ink;
- e) Must not include:
 - i) any qualifying or restricting statements;
 - ii) exceptions to the terms and conditions of the RFQ that have not be approved through an addendum; or
 - iii) additional terms or conditions.
- f) Must be delivered no later than the Closing Deadline to:

Allan Mak, Property Officer
Real Estate Services, Corporate Real Estate Management
2nd Floor, Metro Hall
55 John Street
Toronto ON, M5V 3C6

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

5.3 Proposal Content

The proposal should contain the following:

5.3.1 Introduction

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

Confirm with a statement that the Proponent is capable of obtaining the required insurance in case of any resulting agreement. (Reference: Appendix "B": Agreement Terms and Conditions: Insurance).

Confirm with a statement that the City or its designate may audit, examine and copy, any and all the books, records and information relating to the skate rental and skate sharpening operation; further agreeing that failure to keep, maintain and make available these records, whether within the company's control or not, shall constitute a material breach of the contract.

5.3.2 Proponent Profile

Proponents should have staff, organization, culture, financial resources and market share to ensure their ongoing ability to manage the operation.

1. The Proponent must provide the City with proof of its proper legal name; such proof should include a copy of the Corporation's Articles of Incorporation and / or Articles of Amendment, and any business permits, name or trade registrations.
2. To permit the Proponent to be evaluated fully as a viable and sound enterprise, include the following information with respect to the Proponent, and if the submission is a joint Proposal, for each consortium member. Please note that where Proposals are being submitted by consortiums, the information requested should be provided for each consortium member.
 - (a) A profile and summary of corporate/organizational history including:
 - date company / not-for-profit organization started;
 - products and / or services offered;
 - total number of employees;
 - total number of volunteers;
 - major clients; and
 - business partners and the products / services they offer;
 - (b) A profile and summary of corporate/organizational 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).
3. If the Proponent is a member of a consortium, provide a description of the relationship(s) between consortium members. Please note Item 2 of Appendix "A" regarding consortiums and the requirement that there be a single Proponent.

5.3.3 Experience and Qualifications of the Proponent

It is important that the Proponent can demonstrate specific knowledge and experience in performing similar work for projects of comparable nature, size and scope.

1. The Proponent should demonstrate the following in its Proposal:
 - (a) Describe the necessary skills, experience and expertise in the delivery of the proposed skate rental and skate sharpening operation.
 - (b) Experience of the Proponent with other similar projects.
 - (c) Provide a minimum of two (2) references (on Form 1) for the purpose of evaluating the Proponent's experience and track record of success. Note that the City prefers references for skate rental and skate sharpening rental operations that are similar to the solution being proposed in response to this RFQ. Each reference should include:
 - the identity of the reference client organization;
 - a contact name and title, address and telephone number;
 - the number of years dealing with the client;
 - (d) List the key personnel to be assigned to any resulting Licence Agreement, and the responsibilities and relevant experience of each individual.

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

5.3.4 Named Individual Responsible for Day-To-Day Operations

Proponents must identify the person(s) who will primarily be responsible for the day-to-day operations of the Services. The identified person(s) must ensure that he / she / they:

- (a) Supply trained, competent staff who will wear a distinguishable uniform acceptable to the City while working on City property. These staff must be paid according to the City's Fair Wage Policy.
- (b) Be responsible for the provision and supervision of all staff required to carry out the operation of the skate rental and skate sharpening concession which fall within the responsibility of the Vendor so as to provide quality customer service to Nathan Phillips Square visitors.

5.3.5 Financial Proposal

The Proponent must complete and submit the Financial Proposal Form located in Appendix "F".

The Proponent must clearly state in the proposal the amount of remuneration to be paid to the City of Toronto (including optional years). Financial benefit is comprised of all fees including

base licence fees, net of all taxes for the provision of the services identified in the proposal. The Proponent will be responsible for all sales, taxes, licences, fees and other benefits and shall not deduct them from the fees due to the City.

The Proponent shall submit a Business Plan which will include a pro forma income statement including sales and profit projection, financial return to the City over the term, an initial capital investment plan and an ongoing capital investment Plan.

Note: In the event that a Proponent provides a work plan that in the sole opinion of the City is not deemed feasible (based on past sales experience, operating costs, and market conditions) the City reserves the right to remove the Proponent from the evaluation process.

All revenues must be stated in Canadian currency. The Proponent shall assume all currency risk. The City shall not be responsible for any additional costs.

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

The Proponent shall be solely responsible for any and all payments and/or deductions required to be made including, but not limited to, those required for the Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance, and Income Tax, Harmonized Sale Tax (HST) or other applicable tax is to be applied to all base License fees.

5.3.6 Other Mandatory Submissions

The Proponent must complete and submit Appendix "G" - Skate Inventory and Suggested Rental Prices, and Appendix "H" – Equipment List.

If requested by the City, Proponent must submit written verification of all of the Proponent's equipment and inventory to the City, prior to award. Proponent must either own or be authorized to use any of the equipment listed in Appendix "G" and Appendix "H". Failure to submit written verification of authorization satisfactory to the City within a time frame specified by the City will result in the Proposal being declared non-compliant.

The Proponent will submit with their Proposal either:

- (a) a credit report if the Proponent is an individual or a sole proprietorship, or
- (b) financial statements for the last two fiscal years if the Proponent is a corporation or partnership.

APPENDIX "A" - RFQ PROCESS TERMS AND CONDITIONS

A1. Proponent's Responsibility

It shall be the responsibility of each Proponent:

- (a) to examine all the components of this RFQ, 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:
<https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/>

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

A2. Prime Proponent

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

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

A3. City Contacts and Questions

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

No City representative, whether an official, agent or employee, other than those identified "City Contacts" are authorized to speak for the City with respect to this RFQ, 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 RFQ process may be grounds for rejection of its Proposal.

From and after the date of this RFQ until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any potential Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of

either), discuss the RFQ or its Proposal with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified on page 1 on this RFQ.

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

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

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

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

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

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

A4. Addendums

If it becomes necessary to revise any part of this RFQ, the revisions will be by Addendum posted electronically in Adobe PDF format on the City's website at <https://www.toronto.ca/business-economy/doing-business-with-the-city/properties-for-lease/>. 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 RFQ up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Proponents to revise their Proposals.

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

Real Estate Services will make reasonable efforts to issue the final Addendum (if any) no later than September 27, 2019.

A5. Exceptions to Mandatory Requirements, Terms and Conditions

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

A6. Omissions, Discrepancies and Interpretations

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

A7. Incurred Costs

The City will not be liable for, nor reimburse, any potential Proponent or Proponents, as the case may be, for costs incurred in the preparation and submission 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.

A8. Limitation of Liability

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

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

A9. Post-Submission Adjustments and Withdrawal of Proposals

A Proponent may withdraw its Proposal at any time prior to the Deadline by notifying the City Buyer designated in this RFQ 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 RFQ.

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

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

A10. 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.

A11. 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 RFQ, 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.

A12. Acceptance of Proposals

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

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 RFQ 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.

A13. 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.

A14. 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; or
- (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;

A15. Conflicts of Interest

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

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

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

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

A16. 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 RFQ, 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 RFQ, and for fulfillment of any related subsequent Agreement.

A17. Ownership and Disclosure of Proposal Documentation

- (1) The documentation comprising any Proposal submitted in response to this RFQ, along with all correspondence, documentation and information provided to the City by any Proponent in connection with, or arising out of this RFQ, once received by the City:
 - a) shall become the property of the City and may be appended to the Agreement 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.
- (2) Because of MFIPPA, Proponents should identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
- (3) Each Proponent's name at a minimum shall be made public.
- (4) 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.

A18. 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.

A19. 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 RFQ, the City may disqualify the Proponent from the RFQ and / or from competing for future tenders or RFQ issued by the City for a period of one year.

In addition, the City may at its option either:

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

Proponent's failure or default or where the City deems that the Proponent has abandoned the Agreement.

A20. Quasi Criminal / Criminal Activity of a Proponent:

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

- a) confirms that the Proponent or any individual that owns, directs, or controls the Proponent has been charged with or convicted of an offence under the Criminal Code, an offence under other applicable requirements of all applicable law, or an offence pursuant to similar laws outside of Ontario, or has been named in an order or similar enforcement measure by a regulatory authority;
- b) Determines that this charge, conviction or order is material to the given procurement; and
- c) Determines that, in light of this charge or conviction, awarding to that Proponent could compromise the delivery of the goods or services or would otherwise undermine the business reputation of the City or the public's confidence in the integrity of the call process.

A21. Publicity

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

A22. Governing Law

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

APPENDIX "B" – AGREEMENT TERMS AND CONDITIONS

Note to Appendix:

The terms set out in this Appendix shall be incorporated in any Agreement entered into with the recommended Proponent substantially in the form as presented in the Appendix. These terms are mandatory and are not negotiable. Any Proponent wishing to request that the City consider any changes to the terms and conditions set out in Appendix "B" must follow the process outlined in section A5 of Appendix "A".

B1. Compliance with Laws

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

B2. Non-Exclusivity

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

B3. Confidentiality

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

B4. Conflict of Interest

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

B5. Indemnities

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

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

In the case the City, without actual fault on its part, is made a party to litigation begun by or against the Vendor, excepting a bona fide action by the Vendor against the City, the Vendor shall protect and hold the City harmless and will pay all costs; expenses and reasonable legal fees incurred or paid by the City in connection with the litigation.

B6. Intellectual Property Indemnity

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

B7. Employment & WSIB Indemnity

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

B8. No Assignment

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

B9. Subcontractors

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

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

B10. Personnel and Performance

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

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

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

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

B11. Independent Contractor

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

B12. Insurance

At all times during the Term and any renewal thereof, the Vendor at its own expense, shall take out and keep in full force and effect:

- (1) All risks property insurance in an amount equal to one hundred (100%) percent of the full replacement cost, insuring:
 - (a) All property owned by Vendor or for which Vendor is legally liable or installed by or on behalf of Vendor, or located on the premises including, without limitation, leasehold improvements, chattels, furniture, stock, equipment, fixtures; and other contents. The policy will include a waiver of subrogation in favour of the City.

- (b) Business interruption insurance that reflects at least 12 months of the gross revenue.
- (2) Commercial General Liability insurance including products and completed operations liability, broad form property damage, personal injury, contingent/employer's liability, tenant's legal liability, blanket contractual provisions for cross liability and severability of interests with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence. The City is to be added as an additional insured on the policy.
- (3) crime insurance against the loss of money and other valuable instruments, which includes employee dishonesty, robbery & burglary, theft, disappearance, destruction, forgery or alteration.
- (4) automobile liability insurance with limits of not less than one million dollars (\$1,000,000.00) in respect of any one accident, for all licensed motorized vehicles used in the performance of services.
- (5) any such other forms of insurance as the City, acting reasonably, may require from time to time.

Insurance Terms and Conditions

(1) Approval of Insurers

All policies of insurance required to be taken out by Vendor shall be placed with insurers that are licensed in the Province of Ontario and are in a form acceptable to the City.

(2) Notice of Material Change or Cancellation

Each policy shall contain an endorsement requiring the insurers to notify the City in writing, by registered mail, at least thirty (30) days prior to any material change that restricts or reduces the insurance required under this clause, or cancellation thereof.

(3) Breach of Conditions

Each policy will contain a waiver in favour of the City of any breach of a policy condition or warranty such that the insurance policy in question will not be invalidated in respect of the interest of the City by reason of a breach of any condition or warranty contained in such policies.

(4) Deductibles

The parties agree that insurance policies may be subject to deductible amounts, such amounts to be subject to the approval of the City and which amounts shall be borne by Vendor.

(5) Primary Coverage

The insurance policies required pursuant to this clause shall be primary and shall not call into contribution any insurance available to the City.

Failure to Maintain Insurance:

- (1) Vendor shall promptly advise the City of any cancellation, material alteration or lapse of any policies of insurance required under this clause.
- (2) No such insurance taken out by the City shall relieve Vendor of its obligation to insure hereunder.

Increase in Insurance Premiums and Cancellation of Insurance

Tenant agrees that it, its employees, agents, occupants and invitees will not keep in or upon the Premises any article or substance which may be prohibited by the insurance policies mentioned above, or do or omit, or permit to be done or omitted anything which will cause any increase in the insurance premiums or the cancellation of any insurance policy. If any insurance policy should be cancelled or the coverage reduced or a threat of cancellation or reduction of coverage made by reason of anything arising out of the use or occupation of the Premises by Tenant, whether or not the first sentence of this section has been complied with, and if Tenant fails to remedy the condition giving rise to such cancellation, reduction or threat, upon ten (10) days' notice thereof by the City, the City may enter the Premises and remedy the condition at the sole cost and expense of Tenant which cost and/or expense shall be payable to the City forthwith on demand as rent in arrears, and in addition or in the alternative, may exercise any other remedy available to it.

Evidence of Insurance

Upon execution of this agreement, the Vendor shall deliver to the City evidence of the insurance required hereby in the form of Certificates of Insurance, in form and detail satisfactory to the City, not acting unreasonably, signed by an authorized representative of the insurer. The Vendor will make available the complete original certified copies of all applicable policies delivery to the City if required. Certificates of insurance evidencing renewal or replacement of policies shall be delivered to the City fifteen (15) days prior to the expiration of then current policies, without demand having to be made therefore by the City.

B13. Warranties and Covenants

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

B14. Third Party Software

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

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

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

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

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

B15. Ownership of Intellectual Property and Deliverables

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

B16. Payment Schedule

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

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

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

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

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

B17. Termination Provisions

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

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

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

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

B18. Right to Audit

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

B19. Liquidated Damages

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

B20. Right to Retain Monies

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

B21. Occupational Health and Safety

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

- b. Nothing in this section shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the services being provided either instead of or jointly with the Vendor.
- c. The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the required services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the services being provided.
- d. The Vendor acknowledges and represents that:
 - i. The workers employed to carry out the services have been provided with training in the hazards of the services and their related products and processes the knowledge and skills to allow them to work safely;
 - ii. The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
 - iii. The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
 - iv. The Vendor has in place an occupational health and safety, workplace violence, and workplace harassment policies in accordance with the OHSA; and
 - v. The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.
- e. The Vendor shall provide, at the request of the Director or his / her designate, the following as proof of the representations made in paragraph d(i) and d(iv):
 - i. documentation regarding the training programs provided prior to and during the Operational Season (i.e. types of training, frequency of training and re-training); and
 - ii. the occupational health and safety policy.
- f. The Vendor shall immediately advise the Director or his / her 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 Vendor by the Ministry of Labour arising out of the services or related products that is the subject of this Agreement;
 - iii. a charge is laid or a conviction is entered arising out of the services and products that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C. 1985, c. C-46, as

amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.

- g. The Vendor shall be responsible for any delay in the progress of the provision of services as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirements by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of service or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the services without additional cost to the City.
- h. The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Vendor do work or perform a task that is the subject of this Agreement.

B22. Workplace Safety and Insurance Act

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

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

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

B23. Strike or Lock-out

The Vendor acknowledges and agrees that it shall not receive compensation whatsoever from the City in the event of a strike by or lock-out of City employees or contractors, or any other labour disruption, that may restrict or prevent access to or use of the Licensed Area, or otherwise affect the Vendor's business.

B24. Accessibility Standards and Customer Service Training Requirements

The Vendor must ensure that all deliverables conform to the requirements of the *Accessibility for Ontarians with Disabilities Act*, 2005. The Vendor shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in the City's policy on Accessible Customer Services Training Requirements for Contractors, Consultants

and other Service Providers. For a copy of the City of Toronto requirement, visit the website at: <https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/accessible-customer-service-training-requirements/>



APPENDIX "C" – SUBMISSION CHECKLIST / STANDARD SUBMISSION FORM

All Proponents must include this Submission Checklist as the first page or immediately after any title page within their Proposal.

<u>Mandatory Submission Requirement Checklist</u>	
<p>The following is the checklist of mandatory requirements that are required at the time the Proposal is submitted to Real Estate Services. If the submission fails to satisfy any of the following mandatory requirements at the time of submission, the Proposal will be rejected and will not be evaluated further. Proponents will not be permitted to submit any of the mandatory requirements after the closing date / time.</p>	
Please Refer to the Following Document and Sections	Complete
One original hard copy Proposal submission, completed as specified in this RFQ document and received in a sealed envelope / container at the location specified on the front cover by the Closing Date.	
Proposal completed in non-erasable medium and signed in ink.	
Proof of its proper legal name and summary of corporate history	
Summary of any corporate parents, subsidiaries, partners or affiliates and the nature of the Proponent's relationship with them.	
Identify the person(s) who will primarily be responsible for the day-to-day operation of the Services.	
Proposal does not include: <ul style="list-style-type: none"> • any qualifying or restricting statements • exceptions to the terms and conditions of the RFQ that have not been approved through an addendum, or • additional terms and conditions. 	
Proposal Submission Form (Form 1) – Signed and Fully Completed	
Signed and Dated Declaration of Compliance with Anti-Harassment / Discrimination Legislation & City Policy (Form 1 – 3.5)	
Completed Appendix "F" – Financial Proposal Form	
Completed Appendix "G" – Skate Inventory and Suggested Rental Prices	
Completed Appendix "H" – Equipment List	



FORM 1 – PROPOSAL SUBMISSION FORM

**REQUEST FOR QUOTATION NO. RFQ2019-01
Skate Rental Concession at Nathan Phillips Square
CLOSING: 5:00 PM (LOCAL TORONTO TIME) September 30, 2019.**

1A. PROPONENT INFORMATION

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

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

Provided Skate Rental Services within past five (5) years Yes No

Provided Skate Sharpening Services within past five (5) years Yes No

1B. REFERENCES

Reference 1

Company Name: _____

Contact Name / Title: _____

Telephone Number: _____

Email: _____

Provided Skate Rental Services: Yes No Years Services Provided:

Provided Skate Sharpening Services: Yes No _____

Reference 2

Company Name: _____

Contact Name / Title: _____

Telephone Number: _____

Email: _____

Provided Skate Rental Services: Yes No Years Services Provided:

Provided Skate Sharpening Services: Yes No _____

2. REQUEST FOR QUOTATION TERMS, CONDITIONS, AND SPECIFICATIONS

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

3. POLICIES

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

<https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/purchasing-policies-legislation/>

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

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

Did you, the Proponent, assist the City of Toronto in the preparation of this Request for Quotation call? Please specify:

YES _____ NO _____

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

https://www.toronto.ca/legdocs/municode/1184_195.pdf

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

Proponents 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 *in addition to* any other potential conflicts of interest and unfair advantages identified in the RFQ.

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

https://www.toronto.ca/legdocs/municode/1184_195.pdf

3.3 RIGHT TO REJECT DEBTORS AND SET OFF POLICY

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

https://www.toronto.ca/wp-content/uploads/2017/08/85cf-right_toreject08.pdf

3.4 ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

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

https://www.toronto.ca/?page_id=8263

State if environmentally preferred products / services is being offered:

YES _____ NO _____

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

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

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

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

Declaration:

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

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

Name of Proponent: _____

Complete Address: _____ Email: _____

Tel.: _____

Postal Code: _____ Fax: _____

Name of Signing Officer or Name of Applicant (Please Print) and Position:

Signature: _____ Date: _____

Authorized Signing Officer or Individual

3.6 DECLARATION OF COMPLIANCE WITH THE CITY OF TORONTO FAIR WAGE AND LABOUR TRADES POLICY

By signing this form, the proponent acknowledges and certifies that the proponent, and any of its proposed subcontractors, will provide the services in compliance with the City's Fair Wage and Labour Trades Policy.

The policy and schedules are available on the Fair Wage Office website:

<https://www.toronto.ca/business-economy/doing-business-with-the-city/understand-the-procurement-process/fair-wage-office-policy/>

3.7 ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICES TRAINING REQUIREMENTS POLICY

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

https://www.toronto.ca/?page_id=8240

4. **OTHER CONFLICT OF INTEREST OR PROHIBITED CONDUCT**

The City may prohibit a proponent from participating in a procurement process, or from being awarded a contract based on past performance or based on inappropriate conduct in a prior procurement process or resulting contract, and such inappropriate conduct shall include but not be limited to the following:

- (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information;
- (b) the refusal of the proponent to honour its pricing or other commitments made in a proposal or bid;
- (c) the proponent has communicated or entered into an agreement or arrangement with other proponents or suppliers in relation to this procurement process without the knowledge of the City's Chief Purchasing Official;
- (d) the proponent or its affiliated persons have previous convictions for collusion, price fixing, bribery, fraud or similar behaviour or practices prohibited by applicable law;
- (e) the proponent has threatened, intimidated or harassed other prospective suppliers or City staff in relation to an existing or proposed City contract;
- (f) the proponent has offered gifts or favours (including employment) to City staff, Councillors or other officials which might influence or interfere with their official duties with the City;
- (g) the proponent or any persons retained by the proponent has attempted to communicate or lobby any City staff or Councillors to obtain a contract, except for such communications as are explicitly permitted with the Chief Purchasing Official under the City's Lobbyist Registry By-law; or
- (h) any other conduct, situation or circumstance, as solely determined by the City, that constitutes a Conflict of Interest.

For the purposes of this section, the term "Conflict of Interest" means:

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

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

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

If the proponent declares an actual or potential Conflict of Interest or any prohibited conduct, the proponent must set out the details below (submit additional pages if required):

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

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

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

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

6. DISCLOSURE OF INFORMATION

I / WE ACKNOWLEDGE THE RECEIPT OF:

ADDENDUMS NO(s). _____ TO _____

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

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

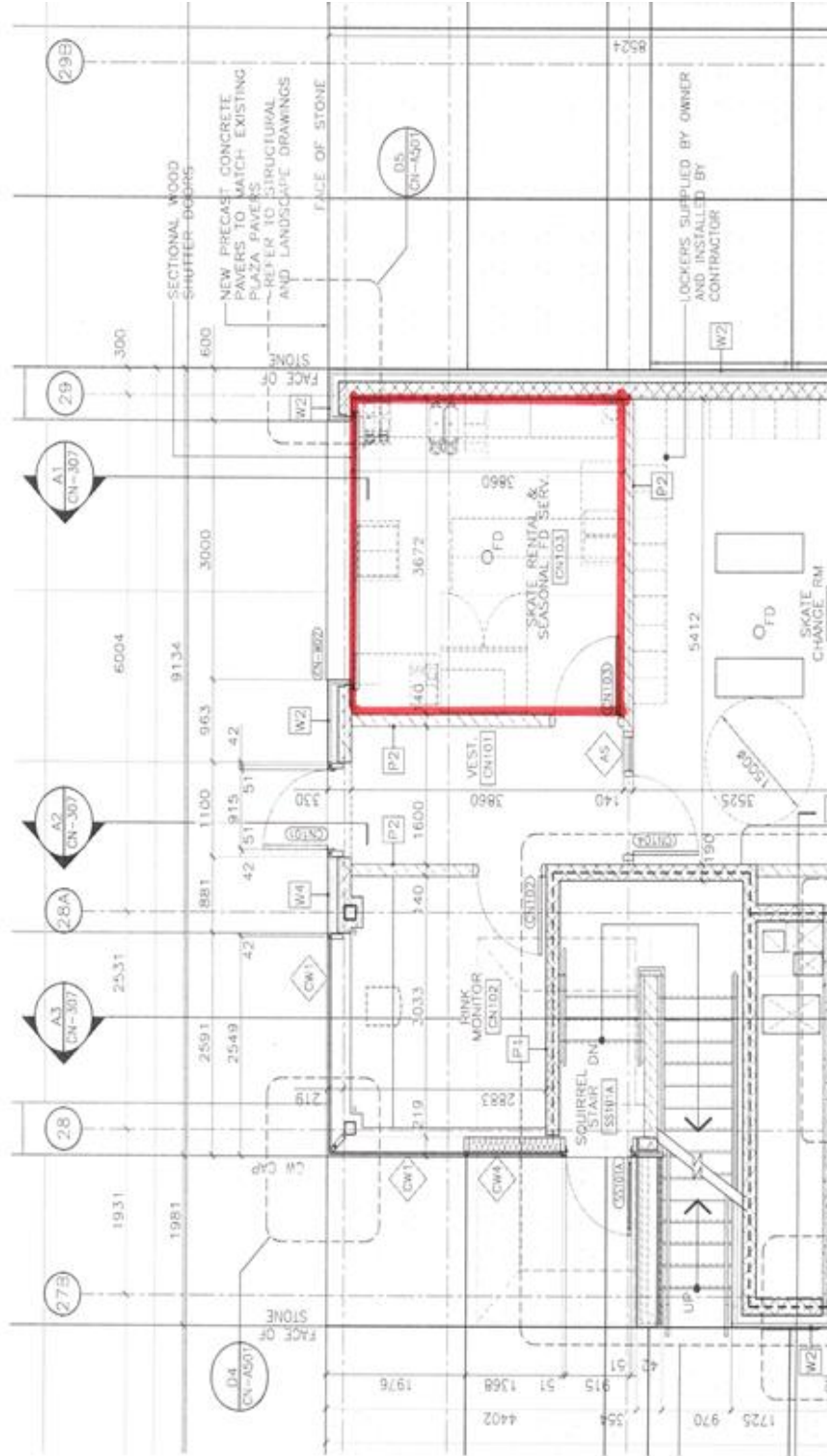
THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED NON-COMPLIANT.



APPENDIX "D" – PROPOSAL EVALUATION TABLE

STAGE 1 – MANDATORY SUBMISSION REQUIREMENTS	
Compliance with mandatory submission requirements (as per section 5.2)	Pass / Fail
EVALUATION CRITERIA	POINTS AVAILABLE
STAGE 2 – TECHNICAL REVIEW	
A. Letter of Introduction and Confirmation Statements <ul style="list-style-type: none"> • As per section 5.3.1 – Introduction 	5
B. Proponent Profile / History <ul style="list-style-type: none"> • As per section 5.3.2 – Proponent Profile • Credit Check or Financial Statement Review 	10
C. Experience and Qualifications <ul style="list-style-type: none"> • As per section 5.3.3 – Experience and Qualifications of the Proponent 	15
TOTAL TECHNICAL REVIEW	30
STAGE 3 – FINANCIAL PROPOSAL	
Proponents must score a minimum of 75% in Stage 2 – Technical Review in order to advance to Stage 3 and be considered further:	
Guaranteed Base Annual License Fee Based on Two Terms (2019 to 2023) Formula: (Proponent's Total Guaranteed Base License Fee ÷ Highest Total Guaranteed Base Annual License Fee) x 20	20
TOTAL FINANCIAL PROPOSAL	20
STAGE 4 – INTERVIEWS OR DEMONSTRATIONS AND / OR REFERENCE CHECK (IF NECESSARY)	
See section 4.3	
TOTAL SCORE	50

APPENDIX "E" – LICENSED AREA





APPENDIX "F" – FINANCIAL PROPOSAL FORM

The Financial Proposal Form must be completed in the same or similar format as below and must be submitted with your Proposal submission. Failure to do so will render your Proposal submission non-compliant.

Proponents shall state the minimum annual guaranteed net base license fee throughout the term of the agreement (excluding taxes).

Proposed Annual Guaranteed Net License Fee for terms 1 and extension term 2.

(a) Term	(b) Description	(c) Monthly Payment	(d) Seasonal Payment from Nov. to Apr. (c) x 6	(e) Total for Term (d) x 2
1	Guaranteed Net License Fee (Nov. 2019 to Apr. 2020) (Nov. 2020 to Apr. 2021)	\$ _____	\$ _____	\$ _____
2	Guaranteed Net License Fee (Nov. 2021 to Apr. 2022) (Nov. 2022 to Apr. 2023)	\$ _____	\$ _____	\$ _____
Grand Total (Sum of (e) for Terms 1 and 2)			\$ _____	



APPENDIX "G" – SKATE INVENTORY AND SUGGESTED RENTAL PRICES

The Proponent **MUST** provide a list of hockey and figure skates for men, women and children that will be supplied by the License Agreement start date.

Proponent that fail to provide this information along with their Proposal will result in non-compliance and the Proponent's Proposal will not be further considered.

	Number Available
Men	
Women	
Children	

The Proponent confirms that adjustable CSA (Canadian Standards Association) Approved hockey helmets will be available for the mandatory use for children under the age of 6 (per section 3.2.10).

YES _____ NO _____

The Proponent **MUST** propose suggested rental prices to the public for the items listed below.

Proponents that fail to provide this information along with their Proposal will result in non-compliance and the Proponent's Proposal will not be further considered.

PRICE LIST

- Adult Rentals \$ _____
- Children Rentals \$ _____
- Sharpening \$ _____
- Helmet Rentals \$ _____
- Laces (for purchase) \$ _____

