

# Unsolicited Quotations/Proposals

This Application is to be completed by the Submitting Person. Please complete all sections of the application and use an appendix for additional information and photos.

Email the completed form to [supplychain@toronto.ca](mailto:supplychain@toronto.ca)

OR

Mail to:

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

## Organization Information

<b>Submission Date (yyyy-mm-dd)</b>		<b>Organization Name</b>		
<b>Organization Type</b> <input type="checkbox"/> Profit <input type="checkbox"/> Non-Profit		<b>Principal Contact Name (First, Last)</b>		
<b>Street Number, Street Name</b>	<b>Suite/Unit Number</b>	<b>Postal Code/ZIP</b>	<b>City/Town</b>	<b>Country</b>
<b>Telephone Number</b>	<b>Fax Number</b>	<b>Email</b>		

## Project Information

<b>Proposal Title</b>	
<b>Project Duration</b>	<b>Proposed Starting Date</b>
<b>Amount of City Funding Requested</b> \$	<b>Financial Benefit to the City</b> \$
<b>Names of Other Parties Receiving the Proposal</b>	
<b>The Proposal Contains Proprietary Information</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	

## Representative

<b>Name (First, Last) of Person Representing the Proponent</b>
<b>Signature of Person Representing the Proponent (insert electronic signature below)</b>

## Unsolicited Quotations/Proposals

**1. Statement of Need** (no more than 500 words)

Identify and briefly explain the issue or need you are interested in and how your proposal addresses it in a new and innovative way.

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### 2. **Proposal Overview** (no more than 500 words)

Provide a concise abstract describing the nature of the proposed initiative and the scope of work involved.

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### 3. **Planned Objectives and Outcomes** (no more than 500 words)

Discuss the objectives and outcomes to be achieved and the expected benefits to the City.

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### 4. **Deliverables and Timelines** (no more than 500 words)

Identify the specific work products or services that are to be provided and the proposed implementation timelines.

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**5. Responsibilities** (no more than 500 words)

Outline the responsibilities of the Proponent and the City respectively.

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**6. Other** (no more than 500 words)

Briefly include any additional information that may be relevant in order to conduct a proper preliminary evaluation.

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### **7. Profile of the Proponent** (no more than 500 words)

A brief description of the proponent's organization and biographical information on key personnel, as well as details on previous work or experience in the field of the proposal.

# Unsolicited Quotations/Proposals

## **UNSOLICITED PROPONENT DECLARATION**

(the "Unsolicited Proponent") provides this Declaration to the City of Toronto (the "City") as of the [ ] day of [ ], 20 [ ] (the "Declaration").

The Unsolicited Proponent has elected to submit an Unsolicited Proposal to the City in accordance with the City's Unsolicited Quotations or Proposals Policy. In doing so, the Proponent agrees and declares as follows:

### **1. Definitions**

In addition to the terms defined within the text of this Declaration, the following terms shall have the following meanings:

"Applicable Laws and Requirements" means:

- (i) any statute or proclamation or any delegated or subordinate legislation, including regulations and municipal by-laws;
- (ii) any lawful requirement of a Governmental Authority, including but not limited to those lawful requirements contained in agreements with the Governmental Authority or in approvals, certificates, permits and/or other authorizations issued by the Governmental Authority; and
- (iii) any applicable judgment of a relevant court of law, board, arbitrator or administrative agency of competent jurisdiction,
- (iv) in each case that is binding and in force in the Province of Ontario.

"Award" means the acceptance of a bid or a proposal by the Chief Purchasing Official, City Manager, division head, delegate, the Bid Committee, standing committee or Council as authorized by the City Chapter 195-1, Purchasing By Laws;

"Business" means an organization or enterprising registered business entity engaged in commercial, industrial or professional activities;

"City" means the City of Toronto;

"City-Provided Data" means all correspondence, documentation and information provided by, or on behalf of, the City;

"Closing Deadline" or "Deadline" means the date, indicated on the RFQ cover page as the closing date or any Addenda issued by the City, as applicable, when Bidders must submit their Quotation;

"Council" means City Council;

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“Governmental Authority” means any federal, provincial or municipal government, parliament, legislature, or any regulatory authority, agency, ministry, department, commission or board or other representative thereof, or any political subdivision thereof, or any court or (without limitation to the foregoing) any other law, regulation or rule-making entity, having jurisdiction over the relevant circumstances, or any person acting under the authority of any of the foregoing (including, without limitation, any arbitrator);

“including” means “including without limitation” and “includes” means “includes without limitation”; the use of the word “including” or “includes” is not intended to limit any statement that immediately precedes it to the items immediately following it;

“may” and “should” used in this RFQ denotes permissive (not mandatory);

“Moral Rights” means the rights identified as moral rights in the Canadian Copyright Act (R.S.C., 1985, c. C-42)

“must”, “shall” and “will” used in this RFQ denotes imperative (mandatory), meaning bids not satisfying imperative (mandatory) requirements will be deemed to be non-compliant and will not be considered for contract award;

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, Chapter M.56, as amended.

“Products” means all hardware and related deliverables to be provided by the Vendor as described in the SC-RFP;

“Services” means all services to be provided by the Vendor as described in this SC-RFP;

“Successful Unsolicited Proponent” means any legal entity that, as a result of making an Unsolicited Proponent, the City identifies in writing as successful proponent meeting all City requirements of the SC-RFP, such status to remain only until the Contract is awarded;

"Swiss Challenge Request for Proposals" or "SC-RFP" means the Swiss Challenge Request for Proposals as set forth in the [Procedure for Conducting a Swiss Challenge Request for Proposal](#), dated January 7, 2021,

"Swiss Challenge Report" means the Swiss Challenge Report as set forth in the [Procedure for Conducting a Swiss Challenge Request for Proposal](#), dated January 7, 2021,

"PMMD" means the City of Toronto Purchasing & Materials Management Division located on the Toronto City Hall, 18th Floor, West Tower, 100 Queen Street West, Toronto ON M5H 2N2 (supplychain@toronto.ca ).

“Unsolicited Proponent” means any legal entity being a sole proprietorship, partnership, corporation or other registered Business entity that submits an Unsolicited Proposal. In the case of a consortium, one (1) member of the consortium must be identified as the Prime Unsolicited Proponent with whom the City may enter into a Contract;

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"Unsolicited Proposal" means the Unsolicited Proponent's proposal, which includes all of the documentation and things necessary to satisfy the applicable Unsolicited Proposal Policies and Procedures;

"Unsolicited Proposal Policies and Procedures" comprises:

- (i) [Unsolicited Quotations or Proposals](#), dated September 7, 2007, at [Unsolicited Quotations for Proposals Policy](#) (the "Unsolicited Proposal Policy")
- (ii) Process for Receiving and Reviewing Unsolicited Quotations and Proposals, at [Process for Receiving and Reviewing Unsolicited Quotations and Proposals](#) (the "Unsolicited Proposal Procedure")
- (iii) Procedure for Conducting a Swiss Challenge Request for Proposal, dated January 7, 2021, at [Conducting a Swiss Challenge](#) (the "Swiss Challenge Procedure")

"Vendor" means the Successful Unsolicited Proponent to whom the City has awarded the Contract;

"Work" means all services, products and related deliverables to be provided by a Vendor as described in the SC-RFP.

## 1. Unsolicited Proposal Policies and Procedures

The Unsolicited Proponent has reviewed, understands, and agrees to abide by the terms of all Unsolicited Proposal Policies and Procedures.

## 2. No City Obligation

The Unsolicited Proponent acknowledges that the City is under no obligation to accept the Unsolicited Proposal from the Unsolicited Proponent or award anything to the Unsolicited Proponent.

## 3. Incurred Costs

The City will not be liable for, nor reimburse, the Unsolicited Proponent for costs incurred in the preparation, submission or presentation of any proposal, including the Unsolicited 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 any agreement with the City.

The rejection or non-acceptance of any proposal, including the Unsolicited Proposal, shall not render the City liable for any costs or damages to the Proponent.

# Unsolicited Quotations/Proposals

## 4. Prohibition against Gratuities

The Unsolicited Proponent and its employees, agents or representatives shall not 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 this process, whether for the purpose of securing an agreement or seeking favourable treatment in respect to the award of an agreement or expressing appreciation, or providing compensation, for the award of an agreement 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 the Unsolicited Proponent, the City may exclude the Unsolicited Proposal from consideration, or if an agreement has already been entered into, may terminate it without incurring any liability.

## 5. Conflicts of Interest

In its proposal, the Unsolicited Proponent shall disclose to the City any potential conflict of interest that might exist in connection with the proposed project. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Unsolicited Proposal.

The Unsolicited Proponent shall 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 Unsolicited Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of an agreement, the City may, at its discretion, refuse to consider the Unsolicited Proposal or withhold the awarding of any agreement to the Unsolicited Proponent until the matter is resolved to the City's sole satisfaction.

The Unsolicited Proponent is cautioned that the City's acceptance of its Unsolicited Proposal may preclude the Unsolicited Proponent from participating as a proponent or bidder in subsequent City projects where a conflict of interest may arise.

The Successful Unsolicited Proponent for this project may participate in subsequent/other City projects provided the Successful Unsolicited 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 Unsolicited Proponent.

## 6. Indemnities

The Unsolicited Proponent shall indemnify and save harmless the City, 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 Unsolicited Proponent'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 Unsolicited Proponent shall keep City reasonably informed of the status of the matter, and the Unsolicited Proponent shall make no admission of liability or fault on City's part without City's written permission.

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## 7. Lobbying

From the date of this Declaration until the date that the City either rejects or awards the Unsolicited Proposal, the Unsolicited Proponent shall not communicate on matters relating to the Unsolicited Proposal except as permitted by the Unsolicited Proposal Policies and Procedures and this Declaration. Notwithstanding anything to the contrary in this Declaration, the obligations in Chapter 140 of the City of Toronto Municipal Code shall apply.

## 8. Ownership and Confidentiality of City-Provided Data

The Unsolicited Proponent understands and agrees that all City-Provided Data to the Unsolicited Proponent in connection with, or arising out of this Unsolicited Proposal, any SC-RFP, any acceptance and/or award, and any resulting Work:

- (i) is and shall remain the property of the City;
- (ii) must be treated by the Unsolicited Proponent as confidential;
- (iii) must not be used by the Unsolicited Proponent for any purpose, including (but not limited to) for purposes of lobbying (as defined in Chapter 140 of the Toronto Municipal Code) on this or related matters, except that such City-Provided Data can be used in connection with this Unsolicited Proposal Process.

## 9. Ownership of Submitted Materials

Once in the possession and/or under the control of the City, the following (together, the "Submitted Materials") shall become the property of the City:

- (i) Unsolicited Proposal;
- (ii) all electronic correspondence, written correspondence, documentation or information -- separate and apart from the Unsolicited Proposal -- provided to the City by any Unsolicited Proponent in connection with or arising out of this Unsolicited Proposal, any SC-RFP, any acceptance and/or award, and any resulting Work (collectively, the "Unsolicited Proponent Correspondence"); and
- (iii) any other information submitted by the Unsolicited Proponent that relates to the Unsolicited Proposal or any Unsolicited Proponent Correspondence (the "Unsolicited Proponent Information").

# Unsolicited Quotations/Proposals

## 10. Intellectual Property License

The Unsolicited Proponent grants the City an unconditional, perpetual, and transferable license to copy, reproduce, incorporate into, adapt and otherwise use the Unsolicited Proposal, in whole or in part, and derivatives thereof.

The Unsolicited Proponent waives any Moral Rights in the Unsolicited Proposal.

## 11. Intellectual Property Indemnification

In addition to the general indemnity in Section 6 above, the Unsolicited Proponent warrants that the information contained in the Unsolicited 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 the Unsolicited Proposal.

## 12. City Disclosure of Submitted Materials

Once in the possession and/or under the control of the City, any of the Submitted Materials shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"). Pursuant to MFIPPA, all members of the public will have a right to seek access to any of the Submitted Materials; public access to any of the Submitted Materials shall be granted in accordance the provisions of MFIPPA.

Moreover, the City also may be required to disclose any of the Submitted Materials pursuant to other Applicable Laws and Requirements regarding disclosure of information and documents, including (but not limited to) the Federal Courts Rules, the Ontario Rules of Civil Procedure, the Criminal Code of Canada, subpoenas and summonses to witness, court orders, and any other federal, provincial or municipal statutory power that compels the City to disclose such information and documents.

The City reserves the right to make all final disclosure decisions including MFIPPA.

## 13. Non-Disclosure

If the Unsolicited Proponent believes that any of the Submitted Materials, in whole or in part, contains any information or documents exempt from the disclosure obligations discussed in Section 22 of MFIPPA, then the Unsolicited Proponent is advised to identify in the Unsolicited Proposal any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause injury to the Unsolicited Proponent.

The City shall assume no liability that may arise from an Unsolicited Proponent's failure to identify information to which any of these disclosure obligations stated above applies and provide the necessary information in support thereof.

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Regardless of any notation made by the Unsolicited Proponent, the City may make the Unsolicited Proponent's name and quoted price available to the public. In addition, all Submitted Materials may be made available upon request to members of City Council on a confidential basis in accordance with City policies and procedures.

### 14. Questions

- a) All questions concerning this Declaration and/or the Unsolicited Proposal must be directed in writing only to the following e-mail address for the Purchasing & Materials Management Division :

**supplychain@toronto.ca**

- b) No other City representative apart from the contact listed in 11(a) above, whether an official, agent or employee, is authorized to receive or respond to any Unsolicited Proponent Correspondence for the City with respect to this Unsolicited Proposal, and any Unsolicited Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Unsolicited Proponent's own risk.
- c) Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by an Unsolicited Proponent to bypass the Unsolicited Proposal Policies and Procedures may be grounds for rejection of the Unsolicited Proposal.

### 15. Post-Submission Adjustments of Unsolicited Proposals

The Unsolicited Proponent may make adjustments to a submitted Unsolicited Proposal until the City notifies the Unsolicited Proponent that the City will seek Council approval to issue an SC-RFP. At the City's discretion, any newly submitted Unsolicited Proposal with such adjustments may require the Unsolicited Proponent to execute a newly dated Declaration.

### 16. Withdrawal of Unsolicited Proposals

The Unsolicited Proponent may withdraw the Unsolicited Proposal and any adjusted Unsolicited Proposal until the time and date that any issued SC-RFP closes.

### 17. Governing Law

This Unsolicited Proposal and Unsolicited Proposal Policies and Procedures shall be governed by the laws of the Province of Ontario. Any dispute arising out of this Unsolicited Proposal or the Unsolicited Proposal process will be determined by a court of competent jurisdiction in the Province of Ontario.

## Unsolicited Quotations/Proposals

### 18. Intent to be bound

I/WE HEREBY SUBMIT MY/OUR UNSOLICITED PROPOSAL FOR THE PROVISION OF THE GOODS AND/OR SERVICES AS DESCRIBED WITHIN THAT PROPOSAL.

I/WE HAVE CAREFULLY EXAMINED THIS DECLARATION AND HAVE A CLEAR AND COMPREHENSIVE KNOWLEDGE OF THE UNSOLICITED PROPOSAL PROCESS AND HAVE SUBMITTED ALL RELEVANT DATA. IF THE CITY AGREES TO PROCEED, I/WE AGREE TO PROVIDE THE GOODS AND/OR SERVICES TO THE CITY IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE UNSOLICITED PROPOSAL, AS AMENDED BETWEEN THE CITY AND ME/US .

I/WE AGREE THAT THIS SUBMISSION IS BEING MADE WITHOUT ANY COLLUSION OR FRAUD.

The Unsolicited Proponent executes this Declaration through the signature of its duly authorized signatory.

#### ON BEHALF OF

(Name of Unsolicited Proponent)

Signature

Name (First, Last)

Position Title

I have the authority to bind the Unsolicited Proponent