

**Request for Expression of Interest (REOI)
Food Service Opportunity at City Hall**

**Submission Deadline:
July 31, 2025**

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Executive Summary

The City of Toronto is seeking a restaurant operator to operate a new restaurant, cafeteria, café or food hall style offering on the ground level of City Hall, 100 Queen Street West, including frontage and patio space at Nathan Phillips Square.

The available space is comprised of approximately 4,522 square feet of gross rentable area on the ground floor, 1,438 square feet of gross rentable area of outdoor patio area and 880 square feet of gross rentable area for office and storage space in the basement (the "Restaurant Space")



Background

City Hall is the seat of Toronto's municipal government, including council chambers, committee rooms and offices of the City's 25 Ward Councillors and Mayor. Within the



distinct curved towers and podium, City Hall has a maximum occupancy of 1650 staff, and occupancy reports show average occupancy of approximately 50% (825 staff) with peak occupancy levels of up to 69% (1132 staff) and occupancy levels of approximately 30% on slow days (typically Mondays and Fridays).

Below City Hall, there is a parking facility for 2,400 cars. Frequent transit service is available along both Queen Street West and Bay Street, with the Yonge-University-Spadina subway line (Osgoode Station) less than a block to the west and Queen Street Station a block to the east.

Additionally, Nathan Phillips Square is one of Toronto's busiest special event venues, and a popular tourist destination, attracting more than 1.5 million visitors each year.

Surrounding Area

In addition to Toronto City Hall and Nathan Phillips Square, within a 10-minute walking radius, a café at City Hall may serve:

- Four major hotels – The Sheraton Centre, Toronto Marriott Downtown Eaton Centre, Double Tree by Hilton Hotel Toronto Downtown; and Hilton Toronto;
- Four Seasons Centre for the Performing Arts;
- Ed Mirvish Theatre;
- Eaton Centre – the largest shopping complex in Toronto's downtown;
- Yonge Street (Toronto's main street) and Yonge-Dundas Square (a major event venue);
- Ontario Court of Justice – at University Avenue and Queen Street West;
- National Historic sites including Old City Hall, Osgoode Hall, and Campbell House Museum; and
- Bay Street offices and the Financial District.

Purpose

The purpose of this Request for Expression of Interest (REOI) is to solicit feedback from the market and examine a range of potential food service models for the Restaurant Space located at City Hall. This REOI process is intended to identify a Successful Applicant who satisfies the eligibility requirements and demonstrates the operational capacity to participate in a future competitive procurement process:

- A full-service restaurant utilizing the entire Restaurant Space, operated by a single tenant;
- A food hall experience that subdivides the Restaurant Space into different suites or service areas operated by a single tenant;
- A food court design with multiple small-footprint food operators offering a range of food and beverage choices, each under a sub-lease with the successful applicant, who will act as head tenant and overall manager of operations within the Restaurant Space; or
- A limited-service model focused on coffee and light lunch options.



The successful applicant(s) ("Successful Applicant") will be required to enter into a lease agreement on terms satisfactory to the Corporate Real Estate Management ("CREM") Division and in a form satisfactory to the City Solicitor.

City's Strategic Priorities

The City of Toronto recognizes both the importance of investing in neighbourhoods and that barriers to access and participation exist for many members of Toronto's diverse communities. This may be particularly true for low-income residents, women, persons with disabilities, ethno-cultural and racialized community members, immigrants and refugees, Indigenous peoples, 2SLGBTQ+ communities, and seniors. The City of Toronto expects its tenants to partner in acting as positive forces in helping to eliminate these barriers, foster greater access and promote Toronto's diversity.

Several City of Toronto strategic documents provide the direction and prioritize the importance of space, access to space for the programs, and equity and accessibility including:

- City of Toronto Corporate Strategic Plan: <https://www.toronto.ca/wp-content/uploads/2019/10/9886-DS-19-0438-Corporate-Strategic-Plan-V4-MG1.pdf>
- Building Back Stronger: Report of the City of Toronto's Economic and Culture Recovery Advisory Group: <https://www.toronto.ca/legdocs/mmis/2020/ec/bgrd/backgroundfile-159197.pdf>
- Economic Development and Culture Divisional Strategy: <https://www.toronto.ca/wp-content/uploads/2020/01/8e45-2019-EDC-Divisional-Strategy.pdf>
- Strategic Priorities for Investment in Culture (2020 – 2024): <http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2019.EC8.6>
- Reconciliation Action Plan (2022-2032): <https://www.toronto.ca/legdocs/mmis/2022/ex/bgrd/backgroundfile-222934.pdf>
- Confronting Anti-Black Racism: <https://www.toronto.ca/community-people/get-involved/community/confronting-anti-black-racism/>
- Equity, Diversity and Inclusion: <https://www.toronto.ca/city-government/accessibility-human-rights/equity-diversity-inclusion/>
- Accessibility and Human Rights: <https://www.toronto.ca/city-government/accessibility-human-rights/>

Applicants should demonstrate how they can contribute to advancing the City of Toronto's strategic priorities and help eliminate barriers to access.

Desired Tenant Profile

The City will consider proposals that offer a variety of food and/or beverage options within any of the potential service models for the Restaurant Space.

The ideal tenant profile for the Restaurant Space must meet the following characteristics to ensure an optimal fit:

- I. Be a business that is compatible with the operations of City Hall.
 - Selling a product(s) at a reasonable price point for lunch service and coffee throughout the day. Evening and weekend operations are a possibility at the discretion of the business owner, with the exception of Council days which will require the restaurant to remain open until 8 pm.
- II. Has demonstrated high standards for merchandising, marketing, customer service, and quality management.
 - Has expert knowledge about the products being sold.
 - Has an owner (or manager) with a willingness to maintain a permanent presence at City Hall to develop direct relationships with customers.
 - Can maintain the highest quality of goods and services.
- III. Has the demonstrated ability to pay for the space being occupied:
 - Has strong financial statement projections with reliable assumptions
 - Possesses a positive credit score
 - Has access to an acceptable level of credit facilities
 - Has not declared bankruptcy in the past
 - Is willing invest to upgrade and renovate the lease premises
- IV. Will be required to share sales figures, audited financial statements and other sales trending data.
 - Utilizes a point-of-sales system
 - Retains the services of an accountant and/or bookkeeper to maintain books and records
 - Produces monthly sales reports
 - Produces audited financials on an annual basis
- V. Exhibits a commitment to the success of the City Hall Restaurant Space.
- VI. Local independent business operators, including those with other existing locations in St. Lawrence Market or Union Station are encouraged, but multinational franchisees or corporate chain operation may be considered if they meet all criteria.
- VII. Business owned, operated, or servicing the City's diverse communities, particularly women, persons with disabilities, ethno-cultural and racialized community members, Aboriginal and Indigenous peoples, and 2SLGBTQ+ communities are particularly encouraged.

The proposed business must align with and enhance the City's vision for the Restaurant Space at City Hall through its intended use and operations. The Successful Applicant will be expected to collaborate closely with the City of Toronto to support the strategic direction and objectives for the space.



The Successful Applicant must also demonstrate a commitment to the values of community, collaboration, diversity, equity, and inclusion, and ensure these principles are meaningfully embedded in the business model, programming, and day-to-day activities within the Restaurant Space. As the property owner, the City will monitor the operation of the space to ensure alignment with these values and ongoing compliance with the terms of the lease agreement.

The Successful Applicant will be expected to work with the City's team on finalizing the design of the new restaurant, assume all responsibilities for the construction and fit out of the restaurant, assume a proportionate share of common area maintenance costs, and operate the Restaurant Space under a double-net lease with the City for a term of 5 years with an optional 5 year extension term.

Expected Hours of Operation

The expected hours of operation are from 7:00 AM to 4:30 PM on weekdays, with extended opening hours of 7:00 AM to 8:00 PM on Council meeting days. Weekend or evening operations, particularly during festivals and other events would be at the discretion of the successful operator(s).

Lease Term

The City will be issuing a 5-year lease agreement with an option of a 5-year extension term.

Base Rent and Additional Rent Structure

Base Rent

In order to accelerate the success of new business endeavors in the Restaurant Space, a percentage-only rent model will be made available to the successful applicant. Basic rents would therefore be a portion of the gross revenue derived from the Tenant's use of the Restaurant Space, with the appropriate percentage to reflect the market condition to be determined by appraisal.

The percentage rent shall be payable annually within thirty (30) days of the last day of the preceding lease year of the Term, accompanied by a statement in writing prepared by an independent chartered accountant acceptable to the Landlord, and certified by the Tenant, accurately setting forth Gross Revenue for the previous year.

Double-Net Lease/Additional Rent

The Lease shall be completely net and carefree to the Landlord. The Tenant shall be responsible for all charges, costs and expenses of every nature and kind relating to the Leased Premises. All payments required to be made by the Tenant hereunder, other than Basic Rent, shall be payable as additional rent ("Additional Rent"). The Tenant shall pay:

- a) All realty taxes allocated to the Leased Premises;
- b) Its Proportionate Share of CAM Costs (as defined below);



- c) All charges, costs, accounts and any other sums payable in respect of utilities and services to the Leased Premises, to the extent not included in CAM Costs; and
- d) The Tenant shall be responsible, at its cost, for maintaining the Leased Premises, including repairs and replacements thereto and to the equipment therein and to the mechanical, electrical and HVAC systems thereof.

All Basic Rent, Percentage Rent and Additional Rent (collectively "Rent") payable by the Tenant shall be made without set-off, deduction or abatement of any kind.

Common Area Management (CAM) Costs

The Tenant shall pay to the Landlord the Tenant's Proportionate Share of Common Area Management Costs. "CAM Costs" means the total of all costs and expenses attributable to the maintenance, repair and replacement, administration, management and operation of City Hall. CAM Costs for City Hall vary from year to year, for 2025, CAM Costs for City Hall are \$18.63 per square foot per annum.

Harmonized Sales Taxes/Rental Taxes

The Tenant shall pay to the Landlord any and all taxes or duties imposed on the Landlord or the Tenant measured by or based in whole or in part on the Rent payable under the Lease, including, without limitation, harmonized sales tax, value added tax, business transfer tax, retail sales tax, federal sales tax, excise taxes or duties, carbon taxes, or any tax similar to any of the foregoing (the "Rental Taxes").

Lessee Criteria

The City of Toronto's priority in conducting this REOI process is to find a Lessee to operate a business on the Property and sustainably operate it through the delivery of the lease terms.

Criteria

- Must be a business incorporated under the Business Corporations Act.
- Should have previous experience operating programs like what is being proposed.
- Will be responsible for total program(s) delivery and execution.
- Must be in good financial standing, with the capacity to manage operating costs during the term of the lease agreement.
- Must have the administrative capacity to operate the business and deliver services.
- Must adhere to the City of Toronto's policy of providing a workplace and program and/or service space that is free from harassment and discrimination.
- Must commit to operate their business as per the building hours.

Key Considerations

The following are the Corporate Real Estate Management's key considerations in reviewing a prospective owner/business:

- Prospective applicant's experience, industry knowledge and acumen to operate a successful business in City Hall's environment.



- The applicant's ability and willingness to operate the business in accordance with the requirements of City Hall ordinance and guidelines.
- The applicant's financial ability to operate the business (including down payment and debt service), to pay the rent and other operating costs, to complete any planned or required tenant improvements; and/or to purchase the necessary equipment and merchandise/product on an ongoing basis.
- The applicant's credit history and business plan for operating expense, revenues, and cash flow as well as sales projections.
- The cash flow adequacy after debt obligations and improvement requirements.
- The prior business experience, credit record and financial strength of the tenant.
- The extent to which the proposed use contributes positively to City Hall.
- The level of investment in equipment, inventory, business fixtures the applicant must make.
- Must incorporate equity, diversity, and inclusion in its business model.

Lease Agreement

The Lessee will be required to enter into a lease agreement with the City of Toronto, in a final form satisfactory to the City of Toronto. The City of Toronto retains the right to terminate the agreement in the event that the Lessee violates any terms of the lease agreement.

The Lessee will be responsible for providing and paying for all aspects of the standard operation of the provision of the Lessee 's Use.

Application Process

REOI Process

This REOI will be a process to identify a Successful Applicant who meets the eligibility requirements and has the operating capacity to participate in the competitive selection process.

Main Contact Information

The City of Toronto main contact for this REOI is **Priyadharsan Navaretnarasa**, Manager, Facilities Management.

REOI Submissions, questions or concerns must be sent to **Priyadharsan Navaretnarasa** at Priyadharsan.Navaretnarasa@toronto.ca.

Submission Instructions

Applicants must include their REOI proposal documents **attached in one email to: Priyadharsan Navaretnarasa at Priyadharsan.Navaretnarasa@toronto.ca**

Applicants must submit their completed REOI proposals as well as the required documents as one compiled document. If the file is too big, it can be submitted via a file sharing platform such as WeTransfer. Submissions should be no more than 20 pages in total.



Submissions will only be accepted electronically and must be clearly labeled as **“Applicant Name – City Hall Restaurant”**.

Do not submit any documentation that has not been requested in the Required Documents checklist or this REOI form. Documentation not requested will not be reviewed and evaluated. If further information is required, City staff will reach out as appropriate.

Please note multiple proposals emails from the same Applicant / Corporation, incomplete proposals and documents received after the submission deadline of **July 31, 2025, at 5 pm Eastern Standard Time will not be accepted, and your corporation will automatically be deemed ineligible. No exceptions.**

Upon your submission, please email **Priyadharsan Navaretnarasa** at Priyadharsan.Navaretnarasa@toronto.ca to confirm receipt of your proposals.

Submission Deadline

Applicants are required to submit their proposals through email by the submission deadline of **July 31, 2025, at 5 pm Eastern Standard Time**. Proposals received after the deadline will not be accepted.

Timeline

The following timeline is associated with the REOI. Dates may be subject to change.

Activity	Date
Request for Expression of Interest Release	July 3, 2025
Site Visit – After 2pm	Week of July 21-25, 2025
Submission Due Date	July 31, 2025, 5PM EST
Issue Competitive Procurement	September 2025

Site Visit

Prospective Applicants can view the Restaurant Space by appointment. Please email **Priyadharsan Navaretnarasa** at Priyadharsan.Navaretnarasa@toronto.ca for more details.

Submission Requirements

Applicants must submit a business plan that includes the below information to be considered complete. **Proposal Submission Requirements – Expression of Interest Business Plan:**

- I. Executive Summary**
- II. Applicant Profile and Proposed Operating Structure**

- a. Applicant Overview – a summary of the Applicant (Tenant) corporation, including:
 - i. Applicant information – Corporate name, address, lead contact information
 - ii. Corporation history:
 - 1. Date incorporated.
 - 2. Mission and mandate
 - 3. Total number of employees
 - 4. Business partners information
 - iii. Proof of a current corporation profile

III. Experience and Qualifications

- a. Experience – relevant business experience with delivering similar programs and services.
- b. High level overview of proposed operating structure – including proposed management structure, team and staffing information to deliver the proposed program and services. (Please include information about skills, experience, and expertise necessary to implement and deliver the program and services)
- c. References – provide three (3) references for the purpose of evaluating the Applicant's experience and track record.

IV. Concept overview and Proposed Use of the Property

- a. Provide a detailed overview of the intended use for the space and a high-level overview including: vision for the business(s), goals and objectives, proposed services and programs, product list or services provided, potential or confirmed partnerships. Should describe how the product mix complements and/or fills a gap at City Hall.
- b. Proposed Services and Programs – clearly demonstrate how the Applicant will deliver the restaurant programs and services.
- c. Community Need – describe how the proposed business services and programs address community needs and what demographics and communities will be served.
- d. Equity Impact – explain how an equity, diversity, and inclusion approach is applied to the development and delivery of programs and services.
- e. Outline of any leasehold improvements and cost for these improvements
- f. Outline what do you required from the City to support this proposal.
- g. Proposed layout or floor plan for the space
- h. Proposed schedule and timeline

V. Marketing and Sales Strategy

- a. Provide a marketing, communications, and sales strategy.
- b. Include a market analysis with details about the target market. Could be in the form of a SWOT Analysis
- c. Include any information and links to websites and social media channels.

VI. Financial Plan

- a. Financial forecast (profit and loss statement) for the Applicant's first three years of operation including:
 - iv. sales projections
 - v. business expenses related to occupancy, operations and overhead.
 - vi. capital investments.
 - vii. Profit margins
- b. Current Credit report
- c. Outline of credit facilities to which the proponent has access.
- d. All pricing in Canadian dollars

VII. Declaration of Conflict of Interest – provide a statement of any conflict of interest, if applicable

VIII. Declaration of Compliance with Anti-Harassment / Discrimination Legislation and City Policy

- a. review, complete and submit form <https://www.toronto.ca/wp-content/uploads/2017/10/9670-cc-declaration-anti-harassment-policy.pdf>

IX. Signature Page – see Appendix D

X. Respondent Declaration – Appendix E

Evaluation and Selection Criteria

Review Panel

The City's Corporate Real Estate Management Division will assess all REOI proposals received by the submission deadline of **July 31, 2025, at 5 pm Eastern Standard Time**. A Review Panel consisting of City staff from Corporate Real Estate Management, in consultation with other city departments, as well as external member(s) will review all REOI proposals, as appropriate.

The Review Panel will assess each REOI proposals against the evaluation criteria set out below.

Evaluation Results

Upon conclusion of the evaluation process, the Review Panel will assess the submissions to determine alignment with the City's vision and objectives for the Restaurant Space. Based on this review and its findings, the City may refine its approach and move forward with a formal competitive procurement process.

Participation in this REOI is strongly recommended for consideration in the upcoming competitive process. Respondents who submit a successful response will be contacted directly, though not exclusively, and may be invited to submit a proposal as part of the future competitive procurement process.

By responding to this REOI, Applicants are agreeing that the decisions of the Review Panel are final and binding.

Proposal evaluation results are the property of the City of Toronto and are subject to the *Municipal Freedom of Information and Protection of Privacy Act* (the Act). Evaluation results may be subject to public release pursuant to the Act. City Council and individual members of Council have the right to view the responses, provided that their requests have been made in accordance with the Act. <https://www.ontario.ca/laws/statute/90m56/v23>

Applicants should identify any portions of their proposals which contain a trade secret, scientific, technical, financial, commercial or labour relationships information supplied in confidence, and which will cause harm if disclosed.

Negotiations and Agreements

The selection of a Successful Proposal will be in the sole and absolute discretion of the City of Toronto. The selection of the Successful Proposal will not oblige the City of Toronto to negotiate or execute a lease agreement with that corporation. Any agreement resulting from this REOI will be in accordance with the by-laws, policies and procedures of the City of Toronto including approval by City Council. The City of Toronto shall have no liability to any person as a result of the REOI and any negotiations which may ensue as a result of it.

Selection Criteria

The Review Panel will assess the REOI proposals using the below evaluation criteria. If the submission fails in any of the mandatory requirements, the submission will be rejected.

The submission that achieves the highest total score will be ranked first. Feedback can be shared upon request.

Mandatory Eligibility Requirements

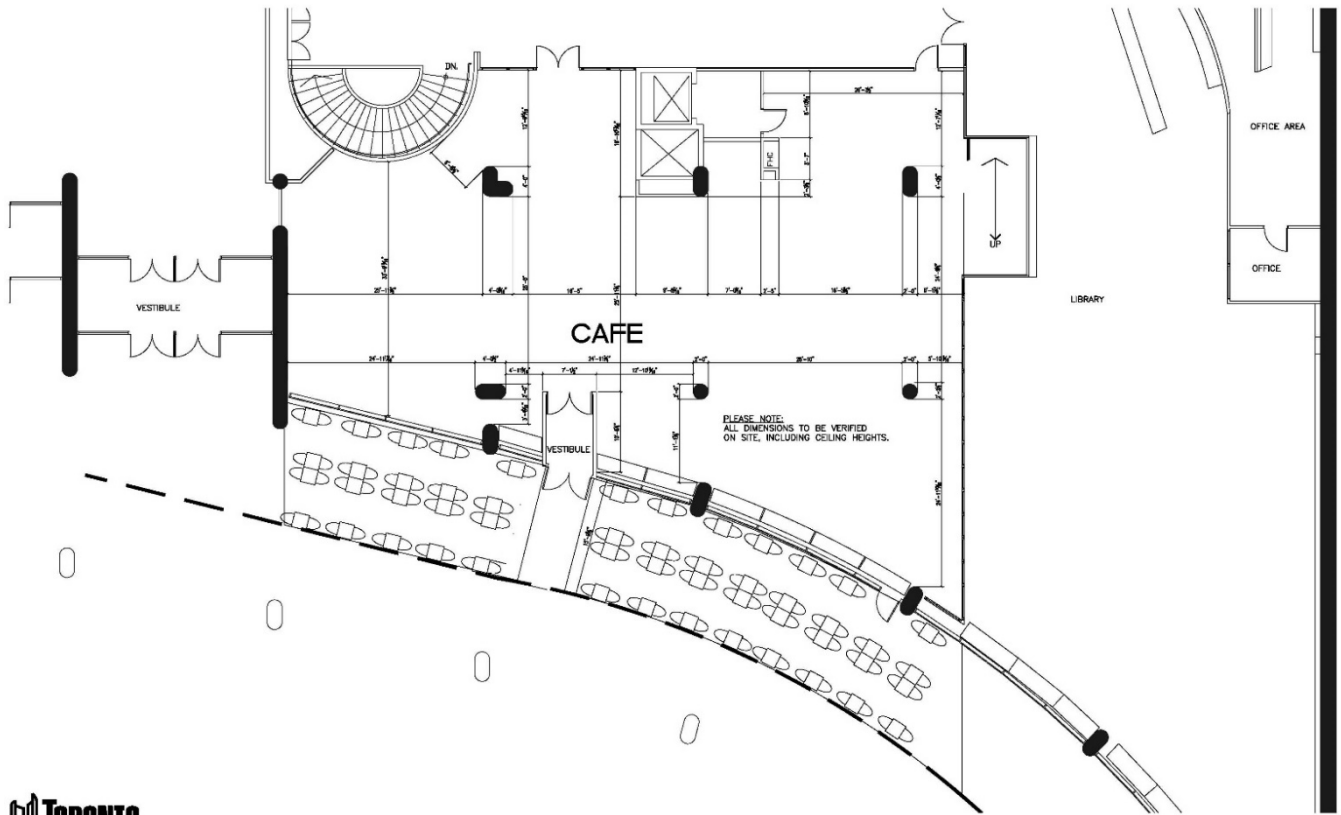
To be eligible to enter into a lease of the Property, the Successful Applicant must:

- A. Be a registered corporation.
- B. Must submit a completed business plan along with
 - a. Appendix B - Declaration of Conflict of Interest
 - b. Appendix C – ANTI-RACISM POLICIES CHECK LIST and Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy Form
 - c. Appendix D – Signature Page
 - d. Appendix E – Respondent Declaration
- C. Satisfy the City that it is not in default under any existing lease, service agreement, or other agreement with the City, and has limited risk of insolvency or bankruptcy.
- D. Satisfy all requirements outlined in the Request for Expressions of Interest (REOI) and comply with all applicable laws and policies of the City.

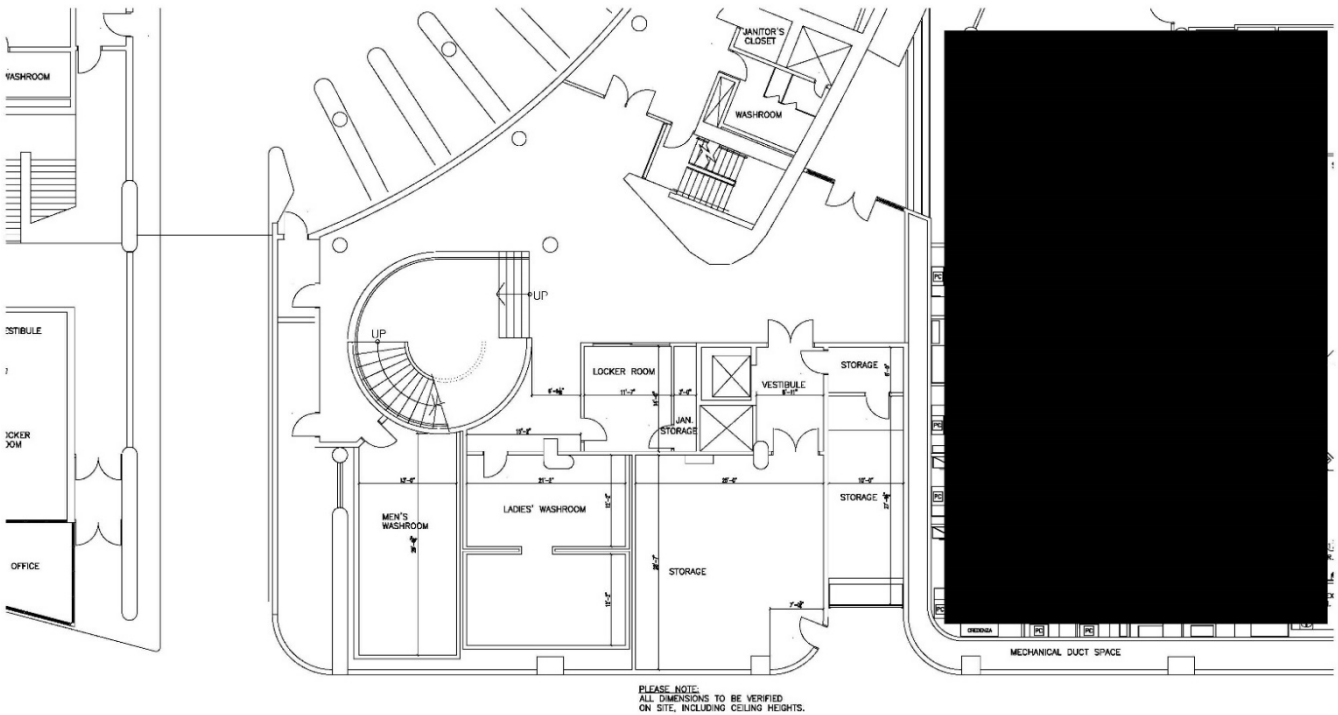
Evaluation Criteria

CRITERIA	POINTS AVAILABLE	MINIMUM THRESHOLD (70%)
Applicant is a registered corporation	Pass / Fail	Pass
Declaration of Conflict of Interest (Statement)	Pass / Fail	Pass
Declaration of Compliance with Anti-Harassment / Discrimination Legislation and City Policy Form	Pass / Fail	Pass
Signature Page	Pass / Fail	Pass
Respondent Declaration	Pass / Fail	Pass
REOI Submission Package		
I. Executive Summary	5	
II. Applicant Profile and Proposed Operating Structure	10	
III. Experience and Qualifications	10	
IV. Concept overview and Proposed Use of the Property	35	
V. Marketing and Sales Strategy	15	
VI. Financial Plan	25	
Total Score	100	70

Appendix A – Floor Plan (Main Floor & Patio)



Appendix A – Floor Plan (Basement)



Appendix B – Conflict of Interest

- I. A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontract, may, in the City's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the REOI. This includes, but is not limited to, involvement by a Proponent in the preparation of the REOI or a relationship with any employee, Proponent or representative of the City involved in preparation of the REOI, participating on the evaluation or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the City contact prior to submitting a proposal. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the REOI.
- II. A Proponent must not attempt to influence the outcome of the REOI process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, Proponent or representative of the City, including members of the evaluation committee and any elected officials of the City, or with the media, may result in disqualification of the Proponent.



Appendix C – Anti-Racism Policies Check List and form

Existing Anti-Racism Policies

The City of Toronto recognizes that barriers exist for many members of our City's diverse communities, particularly for low-income residents, women, persons with disabilities, ethno-cultural and racialized community members, immigrants and refugees, Aboriginal and Indigenous peoples, 2SLGBTQ+ communities and seniors.

The City expects corporations to act as positive forces in helping to eliminate these barriers. As part of this application, please review, complete, and submit the City of Toronto: [Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy](#).

Please fill in the chart. All existing policies must be attached and included with the proposal. Please include a description of each policy. Please indicate if the below policies are separate or included in the same policy document.

Does your corporation have the following in place?	Yes	Approval Date (yyyy-mm-dd)	No	Planned Completion Date (yyyy-mm-dd)
Anti-racism, access and equity policy				
Anti-racism, access and equity complaints procedures				
Anti-racism, access and equity implementation plans				



Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy FORM

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

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

Declaration:

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

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

Name of Vendor or Name of Grant Applicant (Organization or Individual):

Complete Address:

**Email
Tel. No.
Postal Code:**

Name of Signing Officer or Name of Applicant (Name - please print): Position

Signature: _____
Authorized Signing Officer or Individual

Date: _____



Appendix D – Signature Page

Please note this signature page is the final page of the REOI proposals. Please review the Submission Requirements section of the REOI to ensure that you have completed and submitted all required documents along with this REOI proposals.

All proposals must be signed by your Corporation's Chair of Board or Designated Signing Authority.

By signature below, the Proponent hereby acknowledges that 1) it understands and agrees with the REOI process described in this document, 2) they have the authority to commit his/her/their firm into this agreement with the City of Toronto, and 3) have thoroughly reviewed the information contained in this REOI and has complied with the documents making up this Proposal, including all drawings and specifications as may be listed in the index, and any amendments or addenda thereto 4) Proponent represents that it does not have a conflict of interest or is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the REOI

Please include this REOI proposals and all of the required documents attached **in one email** to Priyadharsan Navaretnarasa, Manager, Property Management and Key Assets, at priyadharsan.navaretnarasa@toronto.ca by the REOI **submission deadline of TBD, by 5 pm Eastern Standard Time.**

Please read the Submissions Instructions section carefully as incomplete applications will automatically be deemed as ineligible for this space rental opportunity.

To the best of my knowledge, information in this proposals is accurate and complete.	
Signature	Date Signed (yyyy-mm-dd)
Name (Print - First, Last or Single)	Position Title

Please note: Request for Expression of Interest Proposals and evaluation results are the property of the City and are subject to the *Municipal Freedom of Information and Protection of Privacy Act* (the Act). Applications will be received in confidence subject to the disclosure requirements under the Act or to disclosure being otherwise required by law or an order of a court or tribunal.

Applicants should identify any portions of their proposals which contain a trade secret, scientific, technical, financial, commercial or labour relationships information supplied in confidence, and which will cause harm if disclosed.

Questions about disclosure requirements under the Act can be directed to the Access and Privacy Unit at 416-392-9684.

Appendix E – Respondent Declaration

Respondents submitting a response to this Request for Expressions of Interest do so fully accepting the following provisions:

- I. This is an REOI only; it is not a procurement, and no legal obligations to enter into an agreement will arise here under any circumstances.
- II. The City reserves the right to amend the scope of this REOI, and to carry out discussions with one or more Respondents at any time, or from time to time.
- III. The City may proceed as it determines in its sole discretion, including to discontinue or invalidate this REOI and including to re-issue or proceed with another REOI or other process and the City will not be responsible for any losses or costs incurred by any Respondent as a result thereof.
- IV. The City has the right not to respond to any report or request made by a Respondent and not to distribute copies of any reports or requests received from a Respondent and responses thereto, to the other Respondents. Where the City, at its discretion, considers that such report or request necessitates a change to this REOI, the City will prepare and issue an appropriate addendum to this REOI. The City reserves the right to terminate this REOI at any time for any reason.
- V. The Respondent must disclose to the City, whether any actual or potential conflict of interest exists that might compromise this REOI process and if such a conflict of interest does exist, the City may, at its discretion, refuse to review the response in question.
- VI. Each Respondent shall bear all costs, expenses and financial obligations associated with or incurred by the Respondent to: (i) prepare and present its response or to otherwise participate in the REOI process.
- VII. Notwithstanding anything in the REOI and any express or implied duties or obligations of the City to the contrary, the City and each of its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, suppliers, advisers and contracted personnel will have no liability to any Respondent for any damages, costs, liabilities, losses or expenses including direct, indirect, special or punitive damages, or for loss of profits, loss of opportunity or loss of reputation arising out of or otherwise relating to this REOI.
- VIII. By submitting a response to this REOI, each Respondent irrevocably and unconditionally waives any claims for damages, costs, liabilities, losses and expenses, and shall not seek any order for injunctive relief or specific performance, against the City, its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, advisers and contracted personnel.
- IX. The REOI and all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to the Respondent, or on behalf of, the City in connection with, or arising out of this REOI (collectively, the “City Materials”) and all intellectual property rights therein:
 - a. are and shall remain the sole and absolute property of the City;

- b. must be treated by Respondents as confidential and Respondents must maintain such confidentiality;
 - c. must not be disclosed without prior written authorization from the City;
 - d. must not be used for any purpose other than for replying to this REOI; and
 - e. immediately upon the request of the City, must be returned by the Respondent to the City and all electronic copies must be destroyed.
- X. The City and its advisers make no representation or warranty as to the accuracy or completeness of the City Materials, and disclaim all express and implied representations, warranties, and conditions in connection with the City Materials. Use of or reliance by Respondents on the City Materials shall be at the Respondent's sole risk and without recourse against the City.
- XI. The documentation comprising any response, along with all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to the City by, or on behalf of, any Respondent in connection with, or arising out of this REOI (collectively, the "Response Materials") and all intellectual property rights therein, once received by the City:
 - a. shall become the sole and absolute property of the City; and
 - b. shall become subject to Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 ("MFIPPA"), and the City may be required to disclose the Response Materials to members of the public, pursuant to MFIPPA.
- XII. Each Respondent:
 - a. represents and warrants that the information contained in its Response Materials does not infringe any intellectual property right of any third party;
 - b. hereby assigns and transfer to the City, and shall cause all its personnel and other third parties to assign and transfer to the City, all right, title and interest in the Response Materials, including intellectual property rights therein;
 - c. shall cause all its personnel and other third parties to waive, for the benefit of the City, their respective moral rights (and any similar rights to the extent that such rights exist) in and to the Response Materials; and
 - d. shall indemnify, defend and hold harmless the City and its agencies, boards, commissions, elected officials, officers, employees, servants, agents, volunteers, advisers and contracted personnel, if any, against all claims, actions, suits and proceedings brought against, or losses, costs, expenses, damages suffered, sustained, or incurred by them which may be directly or indirectly attributable to, or arising or alleged to arise out of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right of a third party in connection with the Response Materials.
- XIII. Respondents are also advised that MFIPPA does provide protection for confidential and proprietary business information. For the purposes of the City's compliance with MFIPPA, Respondents are advised to identify in their Response Materials any scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury.

- XIV. Each Respondent's name may be made public. Response Materials will, as necessary, be made available:
- a. on a confidential basis, to advisers retained by the City to advise or assist with the REOI process;
 - b. to members of Council in accordance with the City's procedures; and
 - c. to members of the public pursuant to MFIPPA.
- XV. The City will not return the response or any other Response Materials.
- XVI. The terms and conditions of the REOI are to be governed by and construed in accordance with the City's Policies and Legislation, the laws of the province of Ontario and the federal laws of Canada applicable therein.

Signatory Page

I have read and understood the above terms and conditions and to the best of my knowledge, the information in this Response is accurate and complete.

Authorized Signing Officer or Individual

Date Signed

Name and Title (print)