



CITY OF TORONTO

**Negotiated Request for Proposals (nRFP) for
Project Management Services for PROJECT 1 - 4610 Finch Ave E Long Term Care
SSLTC and
PROJECT 2 - George Street Revitalization Projects**

nRFP No.: Doc5587239263

Issued: As Per City's Online Procurement System

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SECTION 1 - nRFP SPECIFIC PROCESS AND SUBMISSION INSTRUCTIONS

1.1 Introduction

- .1 This nRFP is an invitation by the City of Toronto (the “City”) to prospective suppliers to submit Bids for to provide **Project Management Services for PROJECT 1 - 4610 Finch Ave E. Long Term Care (SSLTC) and PROJECT 2 - George Street Revitalization Project** as further described in Part 3 (Requirements for Deliverables):
- .2 This nRFP shall be interpreted in accordance with Section 3.13 (Governing Law) and 3.14 (nRFP Definitions and Interpretation).
- .3 In accordance with the Canadian Free Trade Agreement (CFTA) Bids will only be accepted from Canadian Suppliers. Any bids from Trade Partner Suppliers, Non-American Suppliers and US Based Suppliers will be deemed non-compliant and rejected.
- .4 In accordance with the Canada European Union Comprehensive Economic and Trade Agreement (CETA), bids will only be accepted from Canadian Suppliers and Trade Partner Suppliers. Bids from USA Based Suppliers will be deemed non-compliant and rejected.
- .5 Invitation to submit a Bid, including participation in any pre-qualification, request for information or other similar process or exchange of information prior to the nRFP, does not imply that a Supplier is automatically prequalified to meet the requirements of the nRFP or that the factors which were examined during such process or exchange may not be re-examined or re-evaluated by the City during the consideration and selection process for this nRFP. It will still be necessary for the Supplier to demonstrate its qualifications through the nRFP process.
- .6 The selected Supplier will be required to enter into an agreement with the City for the provision of the Deliverables. The final agreement shall be substantially in the form found in Part 2 (FORM OF AGREEMENT). It is the City’s intention to enter into an agreement with one (1) or two (2) legal entities. The PROJECT A - 4610 Finch term of the agreement is to be for a period of 42 months of construction. The PROJECT 2 - GSR term of the agreement is to be for a period of 44 months which includes preconstruction and construction.
- .7 The City reserves the right, at its sole and absolute discretion, to not award some or all of the Optional Extension Years as part of the award of the contract to the successful Supplier, in the event that the cumulative cost of such Optional Extension Years combined with the cost of the original contract term exceeds the monetary thresholds established by the Canada European Union Comprehensive Economic and Trade Agreement (CETA).

In such circumstances, notwithstanding any provision to the contrary contained herein, the City shall not be obligated to enter into the Optional Extension Years, and shall not be liable for any costs, damages, or penalties arising out of or in connection with its decision not to enter into such Optional Extension Years.

1.2 Procurement Contact

- .1 The contact Person at the City for all matters related to the nRFP process (the “**Procurement Contact**”) is set out below:

Name and Title
Name: Ryan Phelan Title: Category Lead

- .2 All communications relating to this nRFP must be submitted to the Procurement Contact using the internal messaging function of the City Online Procurement System.
- .3 Only communications received by the Procurement Contact in the manner permitted by this Section 1.2 (Procurement Contact) will be considered in the nRFP process.
- .4 All permitted communications with the Procurement Contact will be deemed as having been received by the Procurement Contact on the dates and times indicated by the City Online Procurement System.

1.3 nRFP Documents

- .1 This nRFP is comprised of the following documents:

Part 1 – nRFP Process;

Part 2 – Form of Agreement;

Part 3 – Requirements for Deliverables;

- Schedule A – 4610 Finch Ave – Scope of Services & Project Deliverables;
- Schedule B – GSR – Scope of Services & Project Deliverables;

Part 4 – Submission Forms, consisting of:

- Form A - Bid Submission Form;
- Form B – Technical Proposal and Qualifications Form;
- Form C1 – 4610 Finch Resource Management Plan
- Form C2 – GSR Resource Management Plan
- Form D – References Form

Part 5 – Pricing Form A – 4610 Finch SSLTC

Part 5 – Pricing Form B – George St Revitalization; and any Addenda to the above Parts.

- .2 Prior to submitting a Bid, Suppliers shall examine all components of the nRFP (including all reference documents, appendices, forms and Addenda) and, in accordance with Section 1.8 (Questions) promptly notify the Procurement Contact of any perceived errors, omissions, conflicts, ambiguities or discrepancies in the nRFP.
- .3 For clarity, no prequalification documents issued by the City or prequalification submissions delivered by the Suppliers to the City shall form a part of the nRFP or the Contract.
- .4 It shall be the responsibility of each Supplier to acquire, from online or other sources or in person from the Procurement Contact, as specified in the nRFP, any document that is referenced or mentioned in this nRFP which is not included herein.
- .5 The failure of any Supplier to acquire, receive or examine any document, form, Addendum, or policy shall not relieve the Supplier of any obligation with respect to its Bid or the Contract. The City is not responsible for any misunderstanding on the part of any Supplier concerning this nRFP or its processes.

1.4 Responding to the nRFP and Prohibited Communications

City Online Procurement System

- .1 The nRFP is available only through the City's online procurement system supplied by SAP Ariba ("**City Online Procurement System**"). For further information about the City Online Procurement System, visit the City Online Procurement System website at: <https://www.toronto.ca/business-economy/doing-business-with-the-city/searching-bidding-on-city-contracts/>
- .2 Suppliers that intend to respond to the nRFP must ensure that they have the necessary hardware and software to access the nRFP through the City Online Procurement System. Suppliers that intend to respond to the nRFP must check the City Online Procurement System from time to time for the addition, deletion or amendment of any documents related to the nRFP, Addenda and the posting of responses to Questions. Suppliers at all times must keep themselves informed of and take into account the most current version of the nRFP and other City Materials available on the City Online Procurement System.
- .3 It is recommended that Suppliers monitor their spam/ clutter/ junk filters to ensure they do not miss automatically generated messages sent by the City Online Procurement System that relate to this nRFP.
- .4 If a Supplier experiences any difficulties with the City Online Procurement System during the nRFP process, the Supplier must notify the helpdesk of the supplier of the City Online Procurement System and the Procurement Contact immediately. Please use the following information to contact helpdesk of the City Online Procurement System for technical and product support:

Canada/US Toll Free: 1 866 218 2155

US: 1 412 222 6153

Europe: 44 20 7187 4144

Asia: 65 6311 4745

Suppliers shall not contact the City for such technical and product support.

- .5 The City will not assume any risk, responsibility or liability whatsoever to any Supplier for ensuring that the City Online Procurement System is in good working order or that the Suppliers are able to download or upload documents or other material from or to such system, including delays caused by the supplier of the City Online Procurement System or the City Online Procurement System when responding to Suppliers' requests for technical and product support. The City makes no representation, warranty or condition that the City Online Procurement System will be uninterrupted, timely, secure, or error-free.
- .6 Each Supplier is solely responsible for accessing the nRFP through the City Online Procurement System in sufficient time prior to the Submission Deadline to enable the Supplier to submit a Bid.

Prohibited Communications

- .7 Suppliers (including potential Suppliers) shall not, and shall cause their representatives not to discuss, disclose or communicate, directly or indirectly, any details pertaining to or in connection with their Bid or this nRFP to:
 - any employee, official, agent, elected or appointed official or other representative of the City other than the Procurement Contact; or
 - anyone not specifically involved in their Bid (including, without limitation, any other Supplier),except as may be authorized in writing by the Procurement Contact through the City Online Procurement System.
- .8 Other than the Procurement Contact, no City representative, whether an official, agent or employee, is authorized to speak for the City with respect to this nRFP. Any Supplier who uses or relies on any representation, information, clarification, correspondence or other communication from any other City representative does so entirely at the Supplier's own risk and the City shall not be bound by such representation, information, clarification, correspondence or other communication.
- .9 Notwithstanding anything to the contrary set out in this nRFP, each Supplier shall comply with the obligations with respect to lobbying as set out in the City of Toronto Municipal Code, Chapter 140. The links to the City's Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement are as follows:
 - http://www.toronto.ca/legdocs/municode/1184_140.pdf

- <https://www.toronto.ca/city-government/accountability-operations-customer-service/accountability-officers/lobbyist-registrar/guidelines-regulatory-bulletins/interpretation-and-advisory-bulletins/>

- .10 Communications in relation to this nRFP outside of those permitted by the applicable procurement policies and this nRFP 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 Supplier Code of Conduct provides that any Supplier found in breach of the provisions therein respecting prohibited communications may be subject to disqualification from this nRFP or suspended from future procurements in the sole and absolute discretion of the City.
- .11 Without limiting any other provision of this Section 1.4. (Responding to the nRFP and Prohibited Communications), any attempt by a Supplier to bypass the nRFP process may be grounds for rejection of its Bid.

1.5 nRFP Timetable

- .1 The City's currently proposed schedule for each step in the nRFP process is set out in below.

Event	Date /Time
Issue Date of nRFP on the City Online Procurement System	As displayed in the City Online Procurement System countdown clock
Site Visit / Pre-Bid Information Meeting	Not Applicable
Deadline for Questions	Ten (10) Business Days before Closing Deadline
Deadline for Issuing Addenda	Five (5) Business Days before Closing Deadline
Submission Deadline	As displayed in the City Online Procurement System countdown clock
Contract Negotiation Period	10 Business days
Anticipated Award Date	Q3 2026

- .2 The City reserves the right to, in the City's sole and absolute discretion, at any time:
- revise the nRFP schedule, to accelerate, eliminate or postpone any of the dates or times set out in this nRFP, including the Submission Deadline;
 - to add to, delete or re-order any of the milestones set out in this nRFP, at any time; or
 - modify the nRFP process.
- .3 In the event of an inconsistency or a conflict between the Submission Deadline as displayed in the City Online Procurement System and the Submission Deadline as indicated in an Addendum, the SAP Ariba Discovery portal or any other source, document or location

maintained by the City (online or otherwise), the Submission Deadline as displayed in the City Online Procurement System countdown clock shall take precedence.

1.6 Information Meetings

Not Applicable

1.7 Addenda

- .1 The nRFP may only be amended by Addendum in accordance with this Section 1.7 (Addenda). Prior to the Submission Deadline, the City may at any time or times modify the nRFP in whole or in part through the issuance of an Addenda, if deemed necessary by the City. Each Addendum shall form an integral part of this nRFP.
- .2 All Addenda will be posted through the City Online Procurement System. Although the City Online Procurement System may send notices to registered Suppliers of when Addenda are posted, the City is not responsible for any failure of such notice system or for notices not received by Suppliers.
- .3 Suppliers must check the City Online Procurement System frequently to inform themselves of any posted Addendum. Suppliers acknowledge that any information input directly by Suppliers into the interface of the City Online Procurement System (including information in the Pricing Form), which is the subject matter of an Addendum that is issued after such information has been input, will be automatically erased from the City Online Procurement System by the issuance of such Addenda, whether or not the Supplier's Bid has been fully completed or submitted. Suppliers shall be wholly responsible for checking and reviewing any posted Addenda and ensuring the completeness of the nRFP (as amended) and their Bids (as impacted by such Addenda). The City is not responsible for any incomplete or incorrect Bids resulting from the issuance of an Addendum or a Supplier's failure to update its Bid in response to an Addendum.
- .4 The City will make reasonable efforts to issue the final Addendum (if any) in a sufficient time prior to the Submission Deadline to allow Suppliers to submit their Bids. If any Addendum requires substantial amendments to the nRFP, the City may, in its sole and absolute discretion, extend the Submission Deadline.
- .5 Other than documents issued as part of the nRFP (including Addenda), the City shall not be responsible for any explanations, instructions or interpretations even if provided by its actual or purported employees, designees or agents at an Information Meeting. No oral or written explanations, instructions or interpretations shall modify any of the requirements or provisions of the nRFP unless in the form of an Addendum.
- .6 Any reference in this nRFP to any document comprising this nRFP includes any amendments to such document made in accordance with this Section 1.7 (Addenda).

1.8 Questions

- .1 Prospective Suppliers finding errors, omissions, conflicts, ambiguities or discrepancies in the nRFP or having questions, comments or concerns regarding this nRFP, its process and related matters ("**Questions**") may submit such Questions to the Procurement Contact using the internal messaging system of the City Online Procurement System.

- .2 The City will make reasonable efforts to respond to Questions received by the deadline for Questions set out in the nRFP timetable in Section 1.5 (RFP Timetable). However, the City shall have no obligation to respond to any or all Questions, and the City's determination as to whether or not it will respond to any Question shall be in the City's sole and absolute discretion. The onus is on each Supplier to confirm the City has received all correspondence from the Supplier.
- .3 Although it is the City's practice to make available to all Questions received as well as responses to such Questions: (i) for Questions of an administrative nature; or (ii) where a prospective Supplier's Question is identified as commercially confidential in nature and where, the City in its sole and absolute discretion deems the Question or response to be commercially confidential, the City may provide a response only to that Supplier. The City reserves the right to edit Questions for clarity and applicability to all Suppliers generally.
- .4 Pursuant to Section 1.7 (Addenda), responses to Questions prepared and circulated by the City are not nRFP documents and do not amend the nRFP, unless such responses form part of an Addendum.

1.9 Submission of Bids

.1 General

- .1 Bids must be submitted through the City Online Procurement System prior to the Submission Deadline. Bids will be rejected as non-compliant if submitted by any other mechanism including, but not limited to, post, courier, fax, e-mail or orally, unless specifically requested by the City Procurement Contact through the City Online Procurement System.
- .2 The City Online Procurement System will not accept any Bids that are attempted to be submitted after the Submission Deadline. The expiry of the Submission Deadline and submission time of a Bid shall be determined by the City Online Procurement System.
- .3 It is the Supplier's sole responsibility to ensure its Bid is received by the Submission Deadline in accordance with the requirements of this nRFP. The receipt of Bids can be delayed due to a number of factors including "internet traffic", file transfer size and transmission speed. The Supplier should allow sufficient time to download, complete and upload, as applicable, the submission forms comprising its Bid and any attachments.
- .4 A Bid will only be considered to be submitted once it has been received by the City in the City Online Procurement System. The time of such receipt is reflected by the time stamped acknowledgement of receipt generated by the City Online Procurement System, regardless of when the Bid was submitted by the Supplier. A Supplier may access such time stamped acknowledgement of receipt using the response history function of the City Online Procurement System to confirm the submission time of its Bid.
- .5 Suppliers must submit their Bids in the format presented, prescribed and compatible with the requirements of the nRFP and the City Online Procurement System and

must include all attachments required by the City Online Procurement System. Failure to fully complete the forms presented in this nRFP or to include and submit the required attachments or separate documentation, as applicable, may result in the bid being rejected as non-compliant.

- .6 The forms, documents and other items outlined in this Section 1.9 (Submission of Bids) must be completed in their entirety and submitted in the format presented and prescribed by the City Online Procurement System and in accordance with the requirements of the nRFP. Failure to so submit any such items may result in the Bid being rejected as non-compliant.
- .7 Any documents forming part of a Bid uploaded to the City Online Procurement System by the Supplier must:
 - not have a security password;
 - not be defective, corrupted or blank; and
 - be provided in Word or PDF format and be able to be opened and viewed by the City.
- .8 If there is any discrepancy whatsoever between:
 - the information input directly by Suppliers into the interface of the City Online Procurement System and the electronic copy of any documentation uploaded to the City Online Procurement System, information input directly by Suppliers into the interface of the City Online Procurement System shall govern; or
 - any documentation physically delivered by Suppliers and the electronic version of such documentation uploaded to the City Online Procurement System, such electronic version shall govern.
- .9 All Suppliers should exercise extreme care when completing their Bid submissions, as failure to complete the Bid fully or to comply with the requirements of this nRFP may cause the Bid to be rejected as non-compliant.

.2 Bid Submission Form

- .1 The Supplier shall complete and submit all information and respond to all items in the Bid submission form set out in Form A to Part 4 (Bid Submission Form) ("**Bid Submission Form**").
- .2 The Bid Submission Form contains confirmatory statements and declarations in respect of the City's Policies and Legislation.

.3 Technical Proposal and Qualifications Form

- .1 Each Supplier shall download, complete, upload and submit the Technical Proposal and Qualifications Form provided in Form B of Part 4 (Technical Proposal and

Qualifications Form). Forms C1, C2, and D must also be completed and submitted as directed.

- .2 The City reserves the right to verify past performance of the Supplier or its Affiliated Persons with the City's performance records on relevant City projects (including the City's agencies, boards, commissions and corporations).

.4 Pricing Form

- .1 Each Supplier shall complete and submit **2 separate Pricing Form** (5) for each project as set out in Part 5 (Pricing Form) according to the instructions contained in such form.
- .2 In completing the Pricing Form, Suppliers must take into account compliance with all of the requirements of the nRFP, including Part 3 (Requirements for Deliverables) and the terms of the Contract. The City will assume, in evaluating all Bids, that compliance with such requirements has been accounted for in the completed Pricing Form.

1.10 Amendment of Bids

- .1 Prior to the Submission Deadline, a Supplier may amend its Bid at any time after submission of the Bid in the City Online Procurement System by using the revise bid function in the City Online Procurement System. Bids will not be viewed by the City until after the Submission Deadline and a Supplier may amend its Bid one or more times if it so wishes prior to the Submission Deadline.
- .2 If a Supplier amends its Bid, the Supplier must resubmit the Bid using the revise bid function in the City Online Procurement System in accordance with this Section 1.10 (Amendment of Bids). After resubmitting a Bid, the Supplier should check that the City Online Procurement System has generated a time stamp acknowledgment of such resubmission. If a Supplier commences the amendment of a Bid through the revise bid function in the City Online Procurement System, but fails or is unable to resubmit an amended Bid prior to the Submission Deadline through the use of such function, the most recently submitted version of the Bid as recorded in the response history function of the City Online Procurement System shall be considered to be the Supplier's submitted Bid, unless such Bid has been properly withdrawn in accordance with Section 1.11 (Withdrawal of Bids).

1.11 Withdrawal of Bids

- .1 A Bid may be withdrawn at any time prior to the Submission Deadline by delivering written notice of withdrawal to the Procurement Contact by means of the internal messaging function of the City Online Procurement System before the Submission Deadline.
- .2 For clarity, a Bid may only be withdrawn by delivering such notice to the Procurement Contact prior to the Submission Deadline and cannot be withdrawn by any other means. If a Supplier fails to properly withdraw a Bid, the Bid shall be considered to be the Supplier's submitted Bid.
- .3 Any Bids that are properly withdrawn will not be examined or evaluated for the purpose of the nRFP but shall be retained for the City's record retention purposes.

1.12 Non-Binding Procurement Process

.1 No Contract A and No Claims

While only Bids submitted by the Submission Deadline will be considered, this procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- this nRFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- neither the supplier nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this nRFP.

.2 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the suppliers. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

.3 No Contract until Execution of Written Agreement

This nRFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the supplier and the City by this nRFP process until the successful negotiation and execution of a written agreement as further described in Section 2 (Evaluation, Negotiation, Acceptance and Execution).

SECTION 2 - EVALUATION, ACCEPTANCE AND EXECUTION

2.1 Stages of Evaluation

The City will conduct the evaluation of Bids in the following stages.

.1 **Stage 1: Mandatory Submission Requirements**

The Bids will be reviewed to determine whether they comply with all of the mandatory requirements of the nRFP, including the requirements of Section 1.9 (Submission of Bids). If a Bid fails to satisfy all of the mandatory submission requirements, it will be excluded from further consideration.

.2 **Stage 2: Mandatory Technical Requirements and Technical Proposal Rated Evaluations**

Stage 2 will consist of the following sub-stages:

- **Sub-Stage A – Mandatory Technical Requirements:** The City will review the proposals to determine whether the minimum mandatory technical requirements as set out in Part 4 - Form B (Technical Proposal and Qualifications) have been met. Questions or queries on the part of the City as to whether a Bid has met the minimum mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.1 (General Process Terms and Conditions).
- **Sub-Stage B – Technical Proposal Rated Criteria:** The City will evaluate each qualified Bid on the basis of the non-price rated criteria as set out in Part 4 - Form B (Technical Proposal and Qualifications). Note: for certain criteria, a minimum threshold has been established. Suppliers should ensure that their response exceeds the minimum threshold. Suppliers must achieve a score of at least 75 out of 100 (75%) and meet all sub-sectional minimum thresholds identified in Table 1 – Evaluation Table of Part 4 Form B in order to be considered for Stage 2C of the evaluation. The City may, at its sole discretion, choose not to further evaluate a bid that does not meet stated minimum threshold scores. The City may also, at its discretion, lower the threshold in decrements of one (1) to ensure that a minimum of five (5) Suppliers proceed to the next stage for each project.

If submitting two (2) Proposals (one for each Project), Suppliers are reminded that information provided in one Proposal will not be considered in the evaluation of the other unless it is explicitly included in both. Additionally, Stage 2B scores for each Proposal will be assessed individually and will not be combined.

.3 **Stage 3: Sub-Stage C - Interviews/Presentations**

- Stage 3 will be utilized to re-evaluate the Stage 2B Technical Evaluation scores and make adjustments where/if needed where clarity may have been provided. All Supplier(s) from Stage 2B – Technical Proposal Rated Criteria who meet the minimum threshold of rated points will be invited to participate in the interviews/presentations stage of the evaluation process with the City. The

purpose of the interview will be to allow the Supplier to address the major elements of its Bid, to obtain any required clarification, and to allow the City to ask questions of the key representatives of the Supplier's proposed team, so as to validate and make final adjustments to the evaluations. Additional details may be provided to short-listed Suppliers to guide the preparation of their interviews and presentations. The City's team will ask questions pertaining to the proposed team, organizational approach, execution strategy, and roles outlined in their bid submission. The goal is to assess the Supplier's ability to execute the proposal and deliver the desired outcomes. Suppliers should note that the City may require that specific individuals named in the Supplier's Bid, particularly the proposed leadership team, attend the interview. This ensures that the individuals accountable for delivery are the ones articulating the proposed approach. The City may issue clarification letters to qualified Suppliers after the Supplier presentation and interview if applicable to ensure deliverables are clear. The Supplier will not have an opportunity to modify its Bid or otherwise introduce new information during the interview. The City may at its option choose to waive interviews for all Suppliers.

This Interview and presentation substage will be considered as confidential meetings and will only held between a short-listed supplier and the City.

If a short-listed Supplier is not participating or refuses to participate in the interview / presentation stage of the evaluation process, then the City at its sole discretion may decide to disqualify that Supplier, and proceed with the evaluation process defined herein with the next highest scoring Supplier. After completion of Stages 3, the top three (3) highest-ranked Suppliers, based on the scoring criteria outlined in Stage 2B, will progress to Stage 3, Pricing and Rankings.

.4 Stage 4: Pricing and Rankings

Stage 3 will consist of a scoring of the submitted pricing of each qualified Bid in accordance with the price evaluation method set out in the Pricing Form (Part 5). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

After the completion of Stage 3, all scores from Stage 2 and Stage 3 will be added together and the Bids will be ranked based on their total scores. In the event of a tie, the Supplier will be selected by way of highest score on technical proposal rated criteria.

.5 Conditions of Award

As a condition of award, the highest-ranked supplier with the highest score shall provide a signed Supplier Attestation confirming the Supplier's status in accordance with the definitions of suppliers set out in Part 1 Section 3.14 of the nRFP (i.e. Canadian Supplier, Trade Partner Supplier or None of the Above). The Supplier Attestation shall be signed by an Authorized Signing Officer of the Supplier. The Supplier's failure to provide a signed Supplier Attestation shall constitute sufficient grounds for the City to rescind the award or terminate any resulting contract awarded to the Supplier.

The signed Supplier Attestation must be submitted within two (2) business days of request

by the City of Toronto.

If the Attestation is not submitted within the required timeframe, the bid submission will receive no further consideration.

.6 Stage 4: Contract Negotiations

The City will invite the highest scored Supplier for each project based on the total combined scores from Stages 2 and 3 to move into the negotiation stage. The City intends to finalize the Master Services Agreement with one or two Suppliers upon completion of the Contract Negotiation Period, commencing from the date the City invites the top-ranked Supplier to enter negotiations. A Supplier invited to enter into direct contract negotiations should be prepared to satisfy the pre-conditions of award listed in (Part 3 – Section 3 – Pre-Conditions of Award), provide requested information in a timely fashion and conduct its negotiations expeditiously.

Any negotiations will be subject to the process rules contained in Section 1.12 (Non-Binding Procurement Process) and will not constitute a legally binding offer to enter into a contract on the part of the City or the supplier and there will be no legally binding relationship created with any supplier prior to the execution of a written agreement. The terms and conditions found in the CM Agreement (Part 2) are to form the basis for commencing negotiations between the City and the selected supplier. Negotiations may include requests by the City for supplementary information from the suppliers to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing or performance terms from the supplier.

.7 Notification of Negotiation Status

Other Suppliers that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked Supplier.

.8 Failure to Enter into Agreement

If the pre-conditions of award listed in (Part 3) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked Supplier and may invite the next-top-ranked Supplier to enter into negotiations. This process will continue until an agreement is finalized, until there are no more suppliers remaining that are eligible for negotiations or until the City elects to cancel the nRFP process.

2.2 Materially Unbalanced or Abnormally Low Bids

.1 A Bid is materially unbalanced if:

- it is based on prices which are significantly less than cost for some items and prices which are significantly overstated in relation to cost for other items; and

- the City has determined that the Bid may not result in the lowest overall cost to the City even though it may be the lowest submitted Bid; or
 - it is so unbalanced as to be tantamount to allowing an advance payment.
- .2 A Bid is abnormally low if the pricing, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the pricing raises material concerns with the City as to the capability of the Supplier to perform the Contract on the basis of the offered pricing.
- .3 If a materially unbalanced Bid or an abnormally low Bid is identified, the City may seek clarification from the Supplier, including a detailed price analysis of its pricing in relation to the subject matter of the Contract, the scope, the estimated quantities, the schedule for Contract performance, the allocation of risks and responsibilities and any other requirements of nRFP.
- .4 If after evaluation of the price analysis, the City determines that the Supplier has failed to demonstrate its capability to perform the Contract on the basis of the offered pricing, or that the offered pricing in constitutes a material risk to the City, the City may reject the Bid.

2.3 Rights of the City

In addition to, but without limiting any other rights or options of the City under this nRFP, the City may, in its sole and absolute discretion carry out the nRFP process as it determines to be in the best interests of the City and to be the most beneficial to City. The City may, in its sole and absolute discretion, exercise any or all of the following rights and options with respect to this nRFP, at any time:

Extend Submission Deadlines

- .1 The City may extend any deadline in the nRFP to address unavailability of the City Online Procurement System, in whole or in part, or to address telecommunication system or internet disruption preventing access to the City Online Procurement System.

Major/Minor Irregularities

- .2 The City may waive minor irregularities in any Bid.
- .3 Bids that are improperly prepared, not in compliance with all of the requirements or instructions of the nRFP, incomplete, improperly signed, conditional, qualified, illegible, obscure or contain reservations, additions not called for, arithmetical errors, omissions, erasures, alterations, or irregularities of any kind may, be considered informal or irregular and may be rejected or be retained by the City for consideration and acceptance, subject to the City's Policies and Legislation (Major and Minor Irregularities).

Right to Reject Bids

- .4 The City shall not be obliged to accept or reject any Bid (in whole or in part), including if:
- the Bid contents appear to be incorrect, inaccurate or inappropriate;

- the Supplier has engaged in conduct prohibited by the nRFP; or
- the Supplier or any member of a Supplier's Joint Venture is or becomes bankrupt, insolvent, makes an assignment for the benefit of its creditors generally or has a receiver appointed over all or a substantial part of its assets.

.5 The lowest quoted price may not necessarily be accepted by the City.

Right to Seek Clarification of Bids

.6 The City may verify the validity of a Bid including the Supplier's statements, claims, qualifications or capabilities, by whatever means the City deems appropriate including obtaining references other than those offered by the Supplier, and conduct investigations as to the qualifications of each Supplier.

.7 The City may, at any time during the nRFP process, require (within such time period as set by the City) one, some or all of the Suppliers to:

- .1 submit supplementary information or documentation clarifying any matters contained in their Bid;
- .2 meet with the City to clarify aspects of their Bid;
- .3 acknowledge and agree to the City's interpretation of any aspect of a Bid,

provided, however, that the City is not obliged to seek clarification of any aspect of a Bid and may request clarification from some but not all Suppliers. Such clarification may be in respect of clarification with respect to whether a Bid meets the mandatory requirements of the nRFP or whether the Supplier meets the necessary experience and performance qualifications set out in the nRFP, if any. Any supplementary information and documents submitted by a Supplier which have been accepted by the City and the interpretations prepared by the City which have been acknowledged and agreed to by a Supplier shall be considered to form part of the Bid.

.8 The City reserves the right to assess the ability of the Supplier to perform the Contract and may reject any Bid where, in the City's sole determination, the personnel and/or resources of the Supplier are insufficient.

.9 The City may choose to meet with some or all of the Suppliers in connection with their Bids or the matters provided for in the nRFP. The City may visit the existing place or places of business of some or all Suppliers for purposes of clarification or verification.

Right to Cancel or Award in Part

.10 The City may suspend, modify and/or cancel this nRFP (with or without the substitution of another nRFP) or the proposed Contract.

.11 The City may award one or more contracts for portions or all of the Deliverables to as many Suppliers as it deems appropriate, including awarding a contract for Deliverables less than the scope or quantity contemplated in the Successful Supplier's Bid or the nRFP.

- .12 After the Submission Deadline, the City may increase or decrease the quantity of any unit of Deliverables in accordance with the Contract.
- .13 If the nRFP is cancelled, the City may reissue a solicitation to one, some or all of the Suppliers and/or any other person.
- .14 The City may exercise any other right or option provided for in, or in connection with, this nRFP, including the rights and options set out in the City's Policies and Legislation.
- .15 The City may do nothing in relation to the Bids or this nRFP.

2.4 Contract Award and Execution

- .1 The City intends to finalize the agreement with the top-ranked supplier during the Bid Validity Period. Suppliers are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in Part 2 (Form of Agreement). The City will consider such requests for clarification at that time, and will not make substantive changes to those terms after the Closing Deadline during the Bid Validity Period.
- .2 Once a Bid has been accepted by the City, the Procurement Contact will notify the highest-ranked Supplier with the highest score that it has been awarded the Contract, subject to the terms and conditions set out in Part 2 (Form of Agreement). Upon notification that the Form of Agreement is available for execution, the selected Supplier shall sign, date and return the completed Form of Agreement within 10 Working Days of its receipt, along with any required Supplier Attestation, performance security or insurance certificates. The Supplier Attestation (set out in Section 4.1.6) is an additional document that must be provided by the selected Supplier in addition to any other documentation required by the terms and conditions of the Form of Agreement.
- .3 If requested by the City, the selected supplier will execute and deliver the Form of Agreement and any required Supplier Attestation, performance security and insurance certificates in a digital form that is legally verifiable and enforceable.
- .4 After award, the failure of the selected supplier to execute the Form of Agreement as finalized, or submit the necessary Supplier Attestation, performance security or insurance certificates, shall constitute sufficient grounds to rescind the award and may constitute grounds to suspend the supplier from being eligible to submit bids on further procurements for such period of time as may be determined under the City's Supplier Code of Conduct in the City of Toronto Municipal Code Chapter 195. If a Supplier is suspended on such grounds, the City may then invite the next-best-ranked Supplier to enter into negotiations to finalize an agreement or the City may elect to suspend, modify and/or cancel this solicitation (with or without the substitution of another solicitation).

2.5 Notification to Other Suppliers

Once the City has successfully awarded and executed the Contract, the other Suppliers will be notified by the City in writing through the internal messaging function of the City Online Procurement System of the outcome of the nRFP process.

2.6 Offers to Agencies and Corporations

After acceptance of a Bid, the Successful Supplier acknowledges and agrees that the City may inform its agencies and corporations of the Successful Supplier's Contract with the City. If any of such agencies and corporations request the Successful Supplier to provide the same work, deliverables or services, the Successful Supplier shall use commercially reasonable efforts to negotiate a separate and distinct contract with the applicable agency or corporation based on the same or comparable terms (including pricing) as are set out in the City's Contract with the Successful Supplier. The Successful Supplier further acknowledges and agrees that the City shall not be liable for any separate contracts negotiated with any of the City's agencies and Corporations by the Successful Supplier.

2.7 Debriefing

Unsuccessful Suppliers may request a debriefing after receipt of a notification of the outcome of the selection process. All requests must be in writing to the Procurement Contact through the internal messaging function of the City Online Procurement System and must be made within sixty (60) days of notification of the outcome of the selection process. The intent of the debriefing information session is to aid the Supplier in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is at the sole and absolute discretion of the City, and not for the purpose of providing an opportunity to challenge the nRFP process.

SECTION 3 - GENERAL nRFP TERMS AND CONDITIONS

3.1 General Process Terms and Conditions

- .1 Suppliers acknowledge that their Bids are governed by the terms and conditions set out in this nRFP as well as the by-laws, policies and procedures established by the City (including the City's Policies and Legislation set out in Form A - Part 4 – Bid Submission Form) and any additional terms and conditions related to the provision of the City Online Procurement System. It is the responsibility of the Supplier to review and comply with all such policies.
- .2 Suppliers should structure their bids in accordance with the instructions in this nRFP. Where information is requested in this nRFP, any response made in a Bid should reference the applicable section numbers of this nRFP.
- .3 The City will have no obligation to consider information, documentation or other content not included in a Bid for the purpose of evaluating the Bid. For clarity, the City will not consider any content referred to in but not included in the Bid, including information referenced by links to websites or other external documents.
- .4 When evaluating proposals, the City may request further information from a Supplier or third parties in order to verify or clarify the information in the Supplier's Bid. This may include but is not limited to clarification with respect to whether a Bid meets the mandatory technical requirements set out in Part 3 (Requirements for Deliverables). The City may revisit and re-evaluate the Supplier's Bid response or ranking on the basis of any such information.

3.2 Suppliers Shall Bear Their Own Costs

Each Supplier shall bear all costs, expenses and financial obligations associated with or incurred by the Supplier to: (i) prepare and present its Bid or to otherwise participate in the nRFP process including, if applicable, costs incurred for samples, interviews or demonstrations; or (ii) to establish a legally binding contract with the City.

3.3 Limitation of Liability

- .1 Notwithstanding anything in the nRFP 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 Person, including any Supplier and prospective Supplier 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 nRFP;
 - participation of any such Person in this nRFP process;
 - the provision and availability or lack of availability or accuracy of the City Online Procurement System; or

- the City's acts or omissions in connection with the conduct of this nRFP process, including the acceptance, non-acceptance or delay in acceptance by the City of any Bid. This limitation applies to all possible claims, whether arising in contract, tort, equity, or otherwise, including any claim for a breach by the City of a duty of fairness, if any, or relating to a failure of the City Online Procurement System to comply with the rules set out in this nRFP.
- .2 By submitting a Bid to the City, each Supplier 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.
- .3 Each Supplier agrees that, despite this Section 3.3 (Limitation of Liability) or any limitations of liability or releases in favour of City, if the City is found to be liable, in any way whatsoever, for any act or omission in respect of the nRFP or the provision of the City Online Procurement System, the total liability of the City to any Supplier or any other Person participating in the nRFP process, and the aggregate amount of damages recoverable against City for any matter relating to or arising from any act or omission by the City, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the City shall be no greater than the Supplier's cost of preparing its Bid.
- .4 Notwithstanding the City's limitation of liability, the Supplier may seek a debriefing or may pursue a Bid Dispute of the nRFP process in accordance with the City's Policies and Legislation.

3.4 Joint Venture Bids

A Supplier may be a private legal entity or any combination of such entities in the form of a joint venture (**Joint Venture**) under and existing agreement or with the intent to enter into such an agreement as supported by a letter of intent. In the case of a Joint Venture, all members shall be jointly and severally liable for the execution of the entire contract if selected by the City. The Joint Venture shall nominate a representative who shall have the authority to conduct all business on behalf of all members of the Joint Venture during the procurement process and for the execution and performance of any resulting contract.

3.5 Participation in Multiple Bids

Submission or participation in more than one Bid by a Supplier will result in the disqualification of all proposals in which the Supplier is involved. This does not limit the inclusion of the same Subcontractor from being named in more than one Bid as a Subcontractor only.

3.6 City Materials

- .1 The nRFP 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 any Supplier or prospective Supplier by, or on behalf of, the City in connection with, or arising out of this nRFP (collectively, the "**City Materials**") and all intellectual property rights therein:

- are and shall remain the sole and absolute property of the City;
 - must be treated by Suppliers and prospective Suppliers as confidential and Suppliers must maintain such confidentiality;
 - must not be disclosed without prior written authorization from the City;
 - must not be used for any purpose other than for replying to this nRFP, and for fulfillment of the Contract or any related subsequent agreement; and
 - immediately upon the request of the City, must be returned by the Supplier to the City and all electronic copies must be destroyed.
- .2 Unless and to the extent provided otherwise in the Contract, the City and its advisers make no representation or warranty as to the accuracy or completeness of the City Materials or that the City Online Procurement System will be made available uninterrupted or be error free or accurate, and disclaim all express and implied representations, warranties and conditions in connection with the City Materials and the City Online Procurement System. Any quantities shown or data contained in the City Materials are estimates only and are for the sole purpose of indicating to Suppliers the general scale and scope of the Contract. Use of or reliance by Suppliers on the City Materials and the City Online Procurement System shall be at the Supplier's sole risk and without recourse against the City.
- .3 It is the Suppliers' responsibility to make their own independent investigations, due diligence, projections and conclusions, and consult their own advisors, to obtain all the information necessary to:
- verify and confirm the accuracy and completeness of the City Materials, unless and to the extent provided otherwise in the Contract;
 - ensure proper, accurate and effective use of the City Online Procurement System;
 - satisfy themselves as to all existing conditions affecting the Deliverables or the Contract; and
 - prepare their Bids in response to this nRFP.

3.7 Ownership of Bid Materials

- .1 The documentation comprising any Bid, 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 Supplier in connection with, or arising out of this nRFP (collectively, the "**Bid Materials**") and all intellectual property rights therein, once received by the City:
- shall become the sole and absolute property of the City; and
 - shall become subject to MFIPPA, and the City may be required to disclose the Bid Materials members of the public, pursuant to MFIPPA.

- .2 Each Supplier:
 - .1 represents and warrants that the information contained in its Bid Materials does not infringe any intellectual property right of any third party;
 - .2 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 Bid Materials, including intellectual property rights therein:
 - .3 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 Bid Materials; and
 - .4 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 Bid Materials.
- .3 Suppliers are also advised that MFIPPA does provide protection for confidential and proprietary business information. For the purposes of the City's compliance with MFIPPA, Suppliers are advised to identify in their Bid Materials material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
- .4 Each Supplier's name and total bid price may be made public. Bid Materials will, as necessary, be made available:
 - on a confidential basis, to advisers retained by the City to advise or assist with the nRFP process;
 - to members of Council in accordance with the City's procedures; and
 - to members of the public pursuant to MFIPPA.
- .5 The City will not return the Bid or any other Bid Materials.

3.8 Failure or Default of Supplier

- .1 Without prejudice to any other right or remedy available to the City under this nRFP or at law, if the Supplier, for any reason, fails or defaults in respect of an obligation of the Supplier under the terms of the nRFP, the City may:
 - disqualify the Supplier from the nRFP and/or from competing for any future procurement processes issued by the City; and

- require the Supplier to pay the City the difference between its Bid and any other bid which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any other cost which the city may incur by reason of the Supplier's failure or default.
- .2 The Supplier shall be ineligible to submit a new bid for any procurement process that the City is required to reissue as a result of the Supplier's failure or default under the Contract or where the City deems that the Supplier has abandoned the Contract.

3.9 Trade Agreements

Suppliers should be aware that procurements falling within the scope of the Canadian Free Trade Agreement or other trade agreements applicable to the City are subject to such agreements, but the rights and obligations of the parties will be governed by the specific terms of this nRFP.

3.10 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volumes of work or orders to be assigned to the Successful Supplier. The Contract with the Successful Supplier will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for the same as or similar Deliverables or may obtain such Deliverables or services internally.

3.11 Bid Dispute Procedure

Any dispute, complaint, or protest in respect of this nRFP by a Supplier, including prior to and subsequent to the acceptance a Bid by the City shall be addressed in accordance with the Pre-Award Bid Dispute and Post-Award Bid Dispute process under Article 10 of Chapter 195, Purchasing, of the Toronto Municipal Code and the related policy in the City's Policies and Legislation, which are 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/>.

3.12 Supplier Code of Conduct

Each Supplier shall comply with the Supplier Code of Conduct as set out in the City's Policies and Legislation.

3.13 Governing Law and Enforceability

- .1 The terms and conditions of the nRFP process 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.
- .2 If any provision of the nRFP or its application to any party or circumstance is unenforceable, the provision shall be ineffective only to the extent of the unenforceability without: (i) invalidating the remaining provisions of the nRFP; (ii) changing the fundamental nature of the obligations assumed by the parties; and (iii) affecting its application to other parties or circumstances.

3.14 nRFP Definitions and Interpretation

.1 Definitions

Throughout this nRFP, unless inconsistent with the subject matter or context, the following definitions shall apply other than in respect of Part 2 (FORM OF AGREEMENT).

- .1 “**Addenda**” or “**Addendum**” means a document containing additional information and/or changes to the nRFP issued by the City through the City Online Procurement System prior to the Submission Deadline.
- .2 “**Bid**” means an offer submitted by a Supplier in response to the nRFP, which includes all of the documentation necessary to satisfy the submission requirements of the nRFP and “**Bids**” shall have a corresponding meaning;
- .3 “**Bid Materials**” has the meaning set out in Section 3.7 (Ownership of Bid Materials).
- .4 “**Bid Submission Form**” has the meaning set out in Section 1.9.2 (Bid Submission Form).
- .5 “**Canadian Business Subsidiary**” means a corporation operating in Canada, that acts as a supplier, manufacturer or distributor of goods and services and is controlled by a parent corporation outside of Canada, and where:
 - A. the business subsidiary has permanent offices or production facilities, and
 - B. a minimum of 70% of the deliverables will be provided by employees based in Canada.
- .6 “**Canadian Supplier**” means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada. The business either:
 - A. has its headquarters or principal place of business in any province or territory of Canada; or
 - B. has at least 70% of its employees in Canada at the time of the bid submission of the applicable procurement process; or
 - C. is a Canadian Business Subsidiary.
- .7 “**City**” means the **City of Toronto**.
- .8 “**City Materials**” has the meaning set out in Section 3.6 (City Materials).
- .9 “**City Online Procurement System**” has the meaning set out in Section 1.4 (City Online Procurement System).
- .10 “**City’s Policies and Legislation**” means Chapter 195, Purchasing, of the Toronto Municipal Code and the related procurement policies, procedures and guidelines 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/> as amended, supplemented, re-enacted or replaced from time to time.

- .11 **“Contract”** means the terms and conditions set out in Part 2 (FORM OF AGREEMENT) to be executed by the Successful Supplier and the City or incorporated into a purchase order, which sets out the terms and conditions for the Deliverables.
- .12 **“County of Origin”** means the country where the goods were grown, or the last country in which the goods were produced, as applicable.
- .13 **“Deliverables”** means all goods and/or services to be provided by a Supplier as described in this nRFP.
- .14 **“Joint Venture”** has the meaning set out in Section 3.4 (Joint Venture Bids).
- .15 **“MFIPPA”** means the Municipal Freedom of Information and Protection of Privacy Act, as amended, supplemented, re-enacted or replaced from time to time.
- .16 **“Non-American Business Subsidiary”** means a business subsidiary controlled by a parent corporation operating on a permanent basis in the United States of America (“USA”), that acts as a supplier, manufacturer or distributor of goods, where:
 - A. the business subsidiary has permanent offices or production facilities outside of the USA; and
 - B. a minimum of 70% of the deliverables will be provided by employees based outside of the USA.
- .17 **“Non-American Supplier”** means a supplier, manufacturer or distributor of any business **structure** that does not meet the definition of “USA Based Supplier”.
- .18 **“Person”** means any individual, partnership, limited partnership, firm, joint venture, syndicate, **company** or corporation with or without share capital, trust, trustee, executor, administrator or other legal personal representative, governmental authority or entity however designated or constituted
- .19 **“Procurement Contact”** has the meaning set out in Section 1.2 (Procurement Contact).
- .20 **“nRFP”** or **“RFP”** means this nRFP package in its entirety, including all documents listed in Section 1.3 (RFP Documents) and Addenda that may be issued by the City.
- .21 **“Subcontractor”** means a Person undertaking the execution of a part of the Contract by virtue of an agreement with the Contractor.
- .22 **“Submission Deadline”** means the specified deadline for Bids to be submitted to the City as indicated in the nRFP timetable in Section 1.5 (RFP Timetable).
- .23 **“Successful Supplier”** means the Supplier that has been selected to enter into the Contract for the performance of the Contract.

- .24 **“Supplier”** means a Person, including, where applicable, a Joint Bid Team, that submits a Bid in response to this nRFP and **“Suppliers”** shall have a corresponding meaning.
- .25 **“Supplier Code of Conduct”** means business ethical standards contained in Article 13 Chapter 195, Purchasing, of the Toronto Municipal Code, as amended, supplemented, re-enacted or replaced from time to time, which is set out on the City of Toronto website at: https://www.toronto.ca/legdocs/municode/1184_195.pdf.
- .26 **“Trade Partner Supplier”** means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis within a country that is a party to an international trade agreement applicable to municipalities in Canada. The Trade Partner Supplier either:
- A. has its headquarters or main office within a country that is a party to an international trade agreement applicable to municipalities in Canada, or
 - B. has at least 70% of its employees based in a country that is a party to an international trade agreement applicable to municipalities in Canada at the time of bid submission deadline of the applicable procurement process.
- .27 **“USA Based Supplier”** means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in the United States of America (“USA”). The business either:
- A. has its headquarters or principal place of business in any state or territory of the USA; or
 - B. has at least 70% of its employees in the USA at the time of the bid submission of applicable procurement process.
 - C. USA Based Supplier does not include a Non-American Business Subsidiary.
- .28 **“Working Day”** or **“Business Day”** means a day other than:
- a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the City of Toronto; or
 - a day identified by the City of Toronto as a designated or statutory holiday.
- .2 **Interpretation of the nRFP**
- .1 Except where otherwise requested, all documents relating to the Bid and all communications between Suppliers and the City will be in the English language.
- .2 Except where otherwise disclosed, all references to times in this nRFP will mean local time in Toronto, Ontario, Canada.
- .3 The phrase “includes” “, include” or “including” means “includes, without limitation” or “including” or “include, without limitation”.
- .4 In the nRFP, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

- .5 Unless otherwise stated herein, all amounts in the nRFP are in Canadian dollars, including any amounts provided in the Pricing Form.
- .6 In addition to the words defined in Section 13.14 (Definitions), the other words used in this nRFP shall be interpreted consistent with the definitions contained in the City's Policies and Legislation.