



NOTICE TO POTENTIAL PROPONENTS

March 11, 2019

Request for Proposal No. EPRFP 2019-33904

For consulting services in the Pre-Engineering Program for a 12 MV Photovoltaic System study at Exhibition Place

Please review the attached document and submit your Proposal to the address noted below by the closing deadline of **12:00 PM (local Toronto time) on March 27, 2019**

Proposals will not be considered unless:

Received by the date and time specified above; and Received at the address specified below:

Submissions may also be made by e-mail to: lmiller@explace.on.ca

Information and/or site meeting requirements:

Required: (yes/no)	Yes
Attendance Requirement: (mandatory/voluntary)	Mandatory
Date:	March 18, 2019
Time:	10:00 AM
Location:	Wind Boardroom, 1 st Floor General Services Building 2 Manitoba Drive, Exhibition Place, Toronto, M6K 3C3

Deadline for Questions (must be in writing):	March 25, 2019 at 12:00 Noon
Exhibition Place Contact: Ms. Lynn Miller, Purchasing Manager (t) 416-263-3628 (e) lmiller@explace.on.ca	

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

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COMPANY NAME:	
RFP NO.:	EPRFP 2019-33904
CLOSING DEADLINE: 12:00 Noon (local Toronto time)	March 27, 2019
DELIVER TO:	Lynn Miller, Purchasing Manager Enercare Centre, 100 Princes' Boulevard, Suite 1 Toronto, ON, M6K 3C3 OR VIA EMAIL lmiller@explace.on.ca

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

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1.0 TERMINOLOGY

1.1 References to Labeled Provisions

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

1.2 Definitions

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

“Agreement” means any written contract between the Board and a Proponent with respect to the Services contemplated by this RFP, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP. If the value of the Services is \$100,000 or less, the Agreement may be in the form of a Purchase Order.

“Board” means The Board of Governors of Exhibition Place being a local board of the Board as continued by Section 407 of the *Board of Toronto Act, 2006*.

"Board Contact" means the Board employee(s) designated as Board Contact on the Notice to Potential Proponents for all matters related to the RFP call process.

“Board’s Representative” means Exhibition Place staff person designated as the contact for the Successful Proponent for delivery of the Services following execution of the Agreement.

“City” means the City of Toronto as continued by the *City of Toronto Act, 2006*.

“Consultant” means the Successful Proponent with whom the Board enters into an Agreement.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to the Board and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process including the giving of a benefit of any kind, by or on behalf of the Proponent to anyone employed by, or otherwise connected with, the Board or Board; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in the Board contract, the Proponent’s other commitments, relationships or financial interests

(i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

“Council” means Council of the City of Toronto.

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

“MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*.

"Must", "shall" and "will" used in this RFP denote imperative (mandatory), meaning Proposals not satisfying imperative (mandatory) requirements will be deemed to be non-compliant and will not be considered for contract award.

“Proponent” means a legal entity that submits a Proposal. In the case of a consortium, one member of the consortium must be identified as the Proponent with whom the Board may enter into an Agreement.

“Proposal” means an offer submitted by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

“RFP” means this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the Board.

“Services” means all services and deliverables to be provided by a Proponent as described in this RFP.

“Successful Proponent” or “Consultant” means the Proponent with whom the Board enters into an Agreement.

1.3 Interpretation

In this RFP and in the Agreement, unless the context otherwise necessitates,

(a) any reference to an officer or representative of the Board shall, as the case may be, be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;

(b) a reference to any *Act*, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any *Act*, by-law, rule or regulation or provision enacted in substitution thereof or amendment thereof;

(c) all amounts are to be expressed in Canadian dollars and are to be secured and payable in Canadian dollars;

- (d) all references to time shall be deemed to be references to current time in the Board;
- (e) a word importing only the masculine, feminine or neuter gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
- (f) any words and abbreviations which have well-known professional, technical or trade meanings are used in accordance with such recognized meanings;
- (g) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants; and
- (h) all index and reference numbers in the RFP or any related Board document are given for the convenience of Proponents and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

1.4 RFP Process Terms and Conditions

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

2.0 PURPOSE

2.1 Invitation and Objectives

The Board invites submissions from qualified consulting firms who are experienced in photovoltaic (PV) system design and installation to undertake a study of a 12 MV Photovoltaic System at Exhibition Place. This will involve the provision of ongoing advisory services pertaining to all matters within the scope of this project to the designated Board Representatives.

The Board's objectives in issuing this RFP are as follows:

- Engagement of a qualified consultant, experienced in this type of feasibility study;
- Conduct the initial meeting for scope clarification by week of April 23, 2019;
- Complete substantial review of the feasibility study by August 16, 2019;
- Achieve study completion by September 30, 2019.

2.2 Mandatory Site / Information Meeting

Interested Proponents must attend a Mandatory Information Meeting and Site Tour to familiarize themselves with the opportunity and ascertain the full extent of the work required.

Proposals will only be accepted from those Proponents who attended and registered at the mandatory site meeting.

Proponents must sign in and clearly indicate on the sign in sheet the name of the firm they are representing.

The meeting will consist of two parts: (a) information about the project; and (b) visit to the site.

A record of questions and answers as deemed relevant from the Proponents at the information meeting and/or site visit will be distributed in the form of an addendum.

Separate meetings/tours with Proponents will not be held.

2.3 Background

a) The Exhibition Place Site

Exhibition Place is a 192-acre site owned by the Board and managed by the Board, an agency of the Board. Strategically located on the waterfront, Exhibition Place is the largest conference and entertainment site in Toronto. It boasts several historically and architecturally significant facilities, heritage buildings, open parks and gardens. Among its conference facilities are the Enercare Centre, Beanfield Centre and Hotel X Toronto. Each year over 5.3 million visitors come to Exhibition Place to attend trade and consumer shows / conferences such as the National Boat Show, One-of-a-Kind Craft Show and Royal Agricultural Winter Fair, and participate in events such as the annual CNE, Honda Indy and Caribbean Carnival to name only a few.

2.4 Policies

As part of their Proposal, Proponents should review and address in the context of the Services to be provided under this RFP, the following City and Board policies and include in its Proposal any of the specific information required under each of the specific policies, programs noted below that may apply to the Services and may result in the award of points within the Proposal Evaluation Table in Appendix E. In addition to the policies listed below, Proponents should review other policies stated in Appendix C to this RFP.

a) Social Procurement

In May 2016, Toronto City Council adopted the Toronto Social Procurement Program which aims, in part, to drive inclusive economic growth by improving access to the Board / City's supply chain for certified Diverse Suppliers.

In accordance with Section 1.3.2 of the City of Toronto Social Procurement Policy, points will be assigned to Proponents that submit information as part of their proposal that will improve supplier diversity in the Board's supply chain.

For more information on the City of Toronto Social Procurement Program, visit:

<https://www.toronto.ca/business-economy/doing-business-with-the-city/social-procurement-program/>
<http://www.toronto.ca/legdocs/mmis/2016/ex/bgrd/backgroundfile-91818.pdf>

b) Exhibition Place Environmental Favourable Procurement Policy

In January 2017, The Board adopted the Exhibition Place Environmental Favourable Procurement which aims, in part, to meet the expectations of the Exhibition Place Environmental Plan and encourage proponents to offer products and services which are Environmentally Preferred.

For more information on the Exhibition Place Environmental Favourable Procurement Policy visit:

<http://10.11.0.3/wp-content/uploads/2016/12/Environmental-Favourable-Procurement-Final.pdf>

3. SCOPE OF WORK

The intent of this RFP process is to engage with the successful proponent to do a feasibility study of which will identify any possible existing roof(s), determine the connectivity scope, research the suitable photovoltaic technology (PV) for each identified roof, and estimate the construction budget for the installing of a total of 12 MV PV system(s) on the ground of Exhibition Place. This overall PV system is to generate electrical energy complete with metering in a manner that would be approved by both THESL and meet OPA requirements. It is the intent of the Board that all the electrical energy produced by the proposed PV system(s) will be used at Exhibition Place to offset grid-produced energy. As a number of roofs at Exhibition Place are scheduled for replacement in the near future, the opportunity may exist for accompanying the most efficient PV installation on them. The scope shall include determining which roof is suitable to house what type of PV system, as well as which is the optimal PV technology and associated inverter and equipment that should be installed. The technology chosen shall be readily serviceable as well as allowing servicing and repairs to the roof membrane to be carried out. As well, any existing available financial incentives and program should also be researched and identified.

As part of the scope of work, the Consultant shall:

- Be responsible for retaining any specialty sub-consultants as necessary, to carry out the full extent of the services described in this RFP.
- Be responsible for obtaining background information or establishing existing site conditions and dimensions to complete the scope of services as outlined in this RFP document.
- Examine the site; provide Auto-CADD drawings and hard copies for the purpose of providing a concept on installing 12 MV photovoltaic system(s) at Exhibition Place meeting the Ontario Building Code, City of Toronto standards, and all other legislation and regulations applicable.

- Analyze the requirements of the project and advise the Board's Representative of any noted problems or the need for more information, clarification and direction to recommend the appropriate activities to complete the project and the Services.

3.1 Project Initiation, Design, Development of Tender Drawings and Specifications, Tendering Process Assistance

The Consultant shall:

1. Meet with Board's Representative to establish terms of reference and design requirements in the initial meeting;
2. The design concept for the 12 MV PV system(s) plan shall be provided on the drawings including plan and detail sections clearly showing what types of PV technology being proposed for which types of roof. These details must be clearly shown to fully indicate the exact scope of work for the project;
3. Be responsible for obtaining all background information and reviewing the existing site to establish requirements to be implemented. The Consultant shall visit the site before starting the design work and when the design work is completed and review the completed design on site for any interference for workability;
4. Prepare preliminary concept and provide one (1) printed copy of drawings and or renderings for review and comment by the Board's Representative within three (3) months of the meeting as noted in paragraph 1 of this section. The Consultant shall follow the timeline as detailed in Section 4.4;
5. Other preliminary information of installation of a PV system that would impact the suitability for installation in Exhibition Place ground should also be considered such as: ESA Plan approval and permit; building permit; connection impact assessment with authority; photovoltaic modules; utility grid-tied photovoltaic inverter; system monitoring; metering; mounting systems if applicable; and equipment warranties; etc.; and
6. The Board's Representative will review the preliminary concept drawings and will meet with the Consultant to review and discuss any proposed changes and/or need for clarification with respect to the concept drawings. Based on these meeting(s), the Consultant will develop final concept to address the comments and/or requested changes of the Board's Representative. The Consultant shall consider and integrate changes and/or modifications as requested. Cost estimate must be submitted at the final review meeting.

3.2 Project and Contract Administration (This section is Not Applicable)

1. The Consultant shall notify the Board's Representative of any known and/or anticipated delays. Construction delays may affect the completion date of the

project. The Consultant shall immediately develop and recommend alternative course(s) of action to keep the schedule on track. The Consultant shall advise and get approval from the Board's Representative for any additional services prior to incurring any extra cost.

2. The Consultant shall provide a designated Project Staff Lead for the full duration of the project. The Project Staff Lead as assigned must be on-call for the full duration of the project. The assigned Project Staff Lead shall provide phone/email correspondence within two (2) hours of receiving calls/emails during regular business hours (Monday to Friday, 8:00am to 5:00pm) and within four (4) hours during off-hours, weekends and holidays.
3. The Consultant is responsible for providing contract administration services for the full duration of the project in accordance with the requirements of the contract documents (reference the Exhibition Place Consultants Key Standard and Procedural Manual). These services may include but not be limited to the following:
 - i. enforcing Health and Safety regulations and requirements;
 - ii. development, issuance and administering of Proposed Change Orders (PCO);
 - iii. development, issuance and administering of Change Orders (CO);
 - iv. development, issuance and administering of site instructions; contractor's request for information; verification and certification of progress payment draws, within two (2) days of receiving progress invoices;
 - v. request, review and approve shop drawings, documents/samples;
 - vi. act as technical representative for the specified work on behalf of Exhibition Place;
 - vii. act as technical representative when unforeseen site conditions are encountered;
 - viii. follow/enforce specific site requirements;
 - ix. monitor and document progress of work for the full duration of the project; and
 - x. conduct substantial and final review of work for issuing substantial performance and final certificates, including certificates of payment.

All issues and instructions must be documented in writing. All documents must be sent to the Board's Representative for review and approval prior to issuance and distribution. All communication by email or any other means must copy the Board's Representative at all times including a copy to the Exhibition Place project coordinator.

4. The Consultant is responsible for providing Services to assist in the evaluation of all project related claims/disputes and assisting in the resolution of all

claims/disputes. The Consultant is responsible for record keeping of all related information, and attending related meetings. Related documents must be submitted to the Board within forty-eight (48) hours.

5. The Consultant must provide assistance and direction for proposed specialist testing and any fees to be paid out of the Contingency Allowance upon approval by the Board's Representative. The Consultant must obtain approval from the Board's Representative prior to starting additional testing. The Consultant is responsible for arranging and coordinating inspection and testing with the contractor and the Board's Representative. The Consultant is responsible to submit test reports to the Board's Representative. Reports of tests to include recommendations and budget cost and schedule implications as the result of the tests.
6. The Consultant must maintain a deficiency and deficiency/correction list noting date and time and stating the nature of deficiency, and note what corrective action was taken. The deficiency list is to be kept current for the full duration of project. The Consultant is responsible to ensure that all deficiencies are corrected.
7. The Consultant is responsible for maintaining and keeping current a project issues list for the full duration of the project as directed by the Board's Representative.
8. The Consultant shall establish substantial performance of the project in accordance with the requirements of the contract documents. The Consultant shall prepare a Deficiency Report in consultation with Board's Representative and the contractor. The Consultant must provide a cost estimate for all deficiencies as identified. The Consultant shall develop a schedule to complete all remaining deficiencies prior to the certification of the second-last payment. The Consultant must provide a schedule in consultation with the contractor to address all deficiencies in order to meet the project completion dates.
9. The Consultant shall conduct a final review of work and site with the Board's Representative and, if satisfactory, prepare and issue the Certificate of Completion in accordance with the contract documents.
10. The Consultant shall obtain, review and approve all close-out documents as required. Close-out documents may include but not be limited to: as-built drawings, warranties, maintenance contracts, maintenance manuals, operating manuals, inspection manuals, etc. The Consultant must submit to the Board's Representative all required and approved close-out documents in both printed and, where available, electronic format.

11. For construction period estimated over ten (10) months, the Consultant shall provide a 'Quarterly Construction Report' to the Board's Representative and submit documents in electronic format. The 'Quarterly Construction Report' must be submitted the first week following the end of the third month.

The 'Quarterly Construction Report' must include the following, at a minimum:

- (i) Synopsis of project Health and Safety issues;
- (ii) Deficiency list and issues list;
- (iii) Updated project schedule and construction costs;
- (iv) Any significant project issue; and
- (v) Proposed Changes (PC) and Change Orders (CO).

Any issue or item arising from the construction that is related to the project and must be done through a Change Order to allow the project to proceed is to be part of the Consultant Services, without any allowance or claim for extra fees.

12. Commissioning Services:

The Consultant shall (if applicable) arrange for and coordinate commissioning activities of mechanical and electrical systems, equipment, control systems and prepare and co-ordinate appropriate documentation properly certified and signed, manuals, manufacturers' and suppliers' warranties and submit to the Board's Representative for review and acceptance.

The Consultant shall furnish all labour, materials, equipment and supervision to conduct commissioning for the project. The commissioning work shall include, but not be limited to, the following:

- (i) Develop a Commissioning Check Sheet. Formulate and review all test procedures;
- (ii) Arrange for and coordinate with the contractor to commission, start-up and operate all systems and equipment to full capacity and verify proper, safe, efficient operation of all parts for each complete system;
- (iii) Provide one (1) complete set of "As Built" drawings and specifications created on CDs and one (1) set of 24"x36" base building floor plans in AutoCAD 2013;
- (iv) Identify and prepare deficiencies of the project. Coordinate with the contractor to rectify and repair all defective items found. Certify the repair work is complete and meets specification;
- (v) Coordinate with the contractor to conduct thorough and detailed operation training with the necessary Exhibition Place staff. Training session shall

be a minimum of two (2) hours. The Consultant to include at least two (2) training sessions in their project and contract administration fee; and

(vi) Certify the completion and final acceptance of the project.

13. Warranty Services

The Consultant shall:

- (i) Review, if requested, any defects reported by the Board's Representative during the contractor's warranty period;
- (ii) visit the site, record any defects observed and/or reported thirty (30) days prior to expiry of any warranty period; and
- (iii) Carry out the Final Review at the end of any warranty period and report to the Board's Representative. If the Board's Representative accepts the rectification, a notice of "Final Warranty Inspection" shall be issued to the contractor.

3.3 Site Review Services (This section is Not Applicable)

1. Following the award of the tender to the contractor and in accordance with the established Tentative Project Schedule in Appendix F, the Consultant shall attend a pre-construction site meeting with the contractor and the Board's Representative to discuss construction procedures and scope of work. This pre-construction site meeting and site visit is independent of the proposed site review services below. The Consultant shall provide four (4) sets of revised tender documents (Drawings and Specifications as issued for construction documents reflecting all addenda, Q&A and changes) to the Board's Representative as required to process the contract execution with the contractor. The Consultant is responsible for recording and distributing minutes from all meetings to all attendees.
2. The Consultant is responsible for scheduling with the Board's Representative the regular bi-weekly site meetings with all parties concerned including contractors, sub-contractors, consultant team, and any invited third parties during the construction period. The Consultant is responsible to record and distribute draft Minutes of Meeting within forty-eight (48) hours of meeting for comments and corrections from attendees. The Consultant shall incorporate and distribute final Minutes of Meeting within three (3) business days of meeting date to all on distribution list.
3. In addition, the Consultant shall spend a minimum of two (2) hours on a weekly site visit to provide construction review services to ensure the work is being

performed in full compliance with the design specifications and contract documents. The Consultant shall provide technical and contract administration services for reported, noted and/or encountered site deficiencies or construction deficiencies during construction. A separate site visit report with supporting photographs is required for each site visit. Site visit reports will be submitted to the Board's Representative no later than seven (7) days following the site visit.

4. In addition, the Consultant is required to attend emergency and/or unscheduled site visits to review unforeseen site conditions or to provide clarification of site conditions and work for the full duration of the construction of the project.

3.4 General Requirements

1. All electronic documents to be developed using Windows OFFICE 2010, MS Word 2010, MS Excel 2010 or later version.
2. Project schedule must be developed using project management software.
3. Drawings to be developed using standard A/E/C CADD Standard, AutoCAD, PDF or as approved by the Exhibition Place, Capital Works Manager.
4. All electronic copies of documents as requested by the Board to be issued on a CD and/or flash drive.

4.0 PROPOSAL EVALUATION AND SELECTION PROCESS

4.1 Selection Committee

All Proposals will be evaluated through a comprehensive review and analysis by a Selection Committee, which will include staff of Exhibition Place.

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

The aim of the Selection Committee will be to select one (1) Proposal which in its opinion meet(s) the Board's requirements as set out in this RFP and provide(s) the best overall value to the Board. The Proposal selected, if any, will not necessarily be the one offering the lowest fees or cost (pricing). Pricing is only one of the components that will be used to determine the best overall value for the Board.

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

4.2 Selection Criteria

The Board shall review, analyze and rate the Proposals in accordance with the evaluation criteria and the weight factors outlined in Appendix "E".

4.3 Selection Process and Requirements

The Selection Committee will score the Proposals using the evaluation table in Appendix “E”.

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

A Proponent's technical portion of the Proposal must score a minimum of 75% (or 52.5 points) to be considered further.

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

4.4 Schedule of Events

<u>Event</u>	<u>Date</u>
• Issue of RFP by E-Mail	March 11, 2019
• Proponent Mandatory Information Meeting	March 18, 2019
• Deadline for Questions from Proponents	March 25, 2019
• RFP Closing Deadline	March 27, 2019
• Evaluation of Proposals	March 28 – April 10, 2019
• Interviews with Proponents (if necessary)	April 10 – 12, 2019
• Tentative Award	Week of April 15, 2019
• Initial Meeting for Scope Clarification	Week of April 23, 2019
• Substantial Review of the Feasibility Study	16 Weeks after Initial Meeting
• Final Feasibility Study submission	6 Weeks after Substantial Review

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

4.5 Clarifications

As part of the evaluation process, the Selection Committee may make requests for further information with respect to the content of any Proposal in order to clarify its understanding of the Proponent’s response. The clarification process shall not be used to obtain required information that was not submitted at time of close or to promote a particular Proponent.

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

4.6 Interviews or Demonstrations

A Proponent whose written Proposal has met or exceeded the minimum score for the technical portion of the Proposal or has received a high ranking, may be invited to an interview with the Selection Committee, the results of which will be used by the

Selection Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Proponent(s). The Board reserves the right to interview Proponents. The Selection Committee may interview any Proponent(s) without interviewing others, and the Board will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

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

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

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

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

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

4.7 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee to the Board, if required.

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

4.8 Negotiations and Agreement

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

Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of the Board.

The Board shall have the right to negotiate on such matter(s) as it chooses with the recommended Proponent without obligation to communicate, negotiate, or review similar modifications with other Proponents. The Board shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the recommended Proponent, all staff and sub-consultants provided by it and the Board may be settled and the issues concerning implementation may be clarified.

Any Agreement must contain terms and conditions in the interests of the Board and be in a form satisfactory to the Board's Solicitor. If the Agreement requires Board approval, then the final Agreement must contain terms and conditions substantially as set out in the Board report authorizing the Agreement. Any Agreement will incorporate as schedules or appendices such part of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services.

The form of Agreement shall generally be in the form attached to this RFP as these terms and conditions of the form of Agreement are mandatory and are not negotiable, subject to any modifications deemed necessary by the Board Solicitor. Any Proponent wishing to request that the Board consider any changes to the terms of the form of Agreement set out in Appendix "B" must follow the process outlined in section 5 of Appendix "A". For lower value contracts, the agreement may be in the form of a purchase order.

If any Agreement cannot be negotiated within thirty (30) business days of notification to the recommended Proponent, the Board may, at its sole discretion, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 General Overview

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

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

The Board prefers that the assumptions used by a Proponent in preparing its Proposal are kept at a minimum and to the extent possible, that Proponents will ask for clarification prior to the deadline for Proponent questions rather than make assumptions. Proponents should also review sections 3 to 6 of Appendix A with respect to asking questions about the RFP. Where a Proponent's assumptions are inconsistent

with information provided in the RFP, or so extensive that the total Proposal cost is qualified, such Proponent risks disqualification by the Board in the Board's sole discretion.

5.2 Proposal Documentation and Delivery

The documentation for each Proposal:

- a) Whether submitted in a sealed envelope or container or via email must display a full and correct return address.
- b) Should be limited to preferably 10 pages, double sided, (for a total of 20 pages) minimum 12-point font, with unlimited appendices.
- c) Hard copy submissions must consist of one (1) original clearly marked as such on its first page and preferably, four (4) full photocopies. Whether submitting hard copies or electronically via email, all submissions must contain:
 - (i) A **Main Proposal Document** as described in the section below titled **Proposal Content**, including all attachments and appendices as required. (Mandatory)
 - (ii) **Form 1 (Proposal Submission Form)** completed and signed by an authorized official of the Proponent. This includes the acknowledgement of all addenda received as per Appendix A, item 4. (Mandatory)
 - (iii) **Appendix D (Price Detail Form)** completed as indicated. (Mandatory)

Note: **Form 1** is provided in Appendix C.

- d) Must be completed in a non-erasable medium and signed in ink.
- e) Must not include:
 - (i) any qualifying or restricting statements;
 - (ii) exceptions to the terms and conditions of the RFP that have not be approved through an addendum; or
 - (iii) additional terms or conditions.
- f) Must include references as set out in section 5.3, Subsection 3;
- g) Proponents must have attended the mandatory site / information meeting as per section 2.2;
- h) Must be delivered no later than the Closing Deadline to:

Lynn Miller, Purchasing Manager
Enercare Centre, Purchasing Office
100 Princes' Boulevard, Suite 1, Exhibition Place
Toronto, ON, M6K 3C3
OR via email: lmillier@explace.on.ca

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

5.3 Proposal Content

The Proposal should contain the following items:

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

Table of Contents – Include page numbers and identify all included materials in the Proposal submission.

Subsection 1 – Executive Summary

Provide a summary of the key features of the Proposal.

Subsection 2 – Proponent Profile

Proponents should have the staff and organization to ensure their ability to deliver and support the proposed project, including the ability to provide timely response and service to the Board over the period of the contract.

- a) To permit the Proponent to be evaluated fully as a viable and sound enterprise, include the following information with respect to the Proponent, and if applicable, for each consortium member.
 - (i) A profile and summary of corporate history including:
 - date company started;
 - products and/or services offered;
 - total number of employees;
 - major clients; and
 - business partners and the products/services they offer;
 - (ii) A profile and summary of corporate history of any parents or subsidiaries and affiliates and the nature of the Proponent's relationship to them (i.e., research, financing and so on).
- b) If the Proponent is a member of a consortium, provide a description of the relationship(s) between consortium members. Please note section 2 of Appendix A regarding consortiums and the requirement that there be a single Proponent.
- c) The Proponent should demonstrate its commitment to diversity by describing its commitment to supplier diversity and to a pro-active employment diversity program, as described in the Exhibition Place Social Procurement Policy, which

can be found here:

<https://www.explace.on.ca/files/file/58b5f8ee90161/Item-8-Social-Procurement-Program.pdf>

The evaluation committee will assign points to Proponents' submissions for c) above.

Subsection 3 – Experience and Qualifications of the Proponent

a) It is important that the Services be provided by a Proponent who can demonstrate specific knowledge of, and experience in performing similar services for projects of comparable nature, size and scope. In particular, the Proponent should demonstrate the following in its Proposal:

- (i) Detailed experience of the Proponent with similar projects.
- (ii) Provide a minimum of three (3) references where professional services were provided to clients equal in scope to this assignment above for the purpose of evaluating the Proponent's experience and track record of success. Each reference should include:

- the identity of the reference client organization;
- a contact name and title, address and telephone number;
- the size and nature of the client's business;
- a description of the project;
- the timing and duration of the Proponent's involvement in the project;
- the services that were provided by the Proponent (i.e. installation, support, training and/or project management);
- date of the project;
- details regarding the scale of the project; and
- client's URL address.

- (iii) Proposals should include a list of names and background information of any sub-contractor the Proponent proposes to employ as a component of service delivery. This will include a list of officers, details of incorporation and state of ownership.

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

- b) References and Past Performance - The Board's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the City, Board or other agencies of the City.

Subsection 4 – Proposed Staff Team and Resources

It is important that the work be undertaken by a team who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope. In particular, the Proponent should provide the following in its Proposal:

- a) A list of key staff that the Proponent would propose to use for the Services together with their professional qualifications, related project experience and an indication of their duties and responsibilities on this particular project.
- b) Include strategies and individuals that can fulfill the roles and responsibilities for any unforeseen events requiring replacement of team members.
- c) Resumes for proposed individuals are to be included as an Appendix to the Proposal.
- d) A project team organization chart including project lead.
- e) Provide a statement of any conflict of interest, if applicable. Refer to Appendix A – RFP Process Terms and Conditions for information relating to conflicts of interest.

Note: The Proponent should submit signed consent forms authorizing the disclosure of personal information to the Board, or its designated agent(s), for any resumes that are submitted; however, the Proponent will accept all liability if signed consent forms and resumes are not disclosed to the Board.

It is important that key project individuals (i.e. major areas of responsibility) be named, with accompanying indication of guaranteed availability. Continuity of key personnel will be required, with a contractual obligation for substitutions only with full written approval of the Board.

Subsection 5 – Understanding of RFP, Work plan and Deliverables

It is important that the project is started and completed in an efficient and effective manner. The Proponent is requested to provide:

- a) A statement of the Proponent's understanding of the goals and objectives of the project as well as the services the Proponent is expected to provide;
- b) A detailed description of how the Proponent intends to achieve the goals and objectives of the project;
- c) Description of the methodology and approach to managing the Services. This must include a description of phased activities, strategies, briefings, or reports and how

communications and service will be handled. Proponents are encouraged to be creative in their approach to investigating best practices and determining what is right for the Board;

- d) An estimated overall timeline of the project, including an indication of how soon the Proponent could commence work;
- e) Key dates for major deliverables should be clearly defined in the Proponent's detailed work plan;
- f) For each deliverable provide sufficient detail for the reviewers to evaluate the value of the effort expended;
- g) State assumptions regarding roles and involvement of Exhibition Place staff and the estimated amount of their time involvement;
- h) Proposed project staffing over the assignment period should include numbers by "classification" for key staff as well as all other staff.
- i) A list of data and statistics required in order to meet the requirements of this RFP; and,
- j) A statement confirming that there will be no construction or other liens, encumbrance, third party security interest or other rights outstanding in regard to the system or installation, and title to all hardware and any supplies provided therewith will pass to the Board/City in accordance with the terms of the Agreement free and clear of all such liens, encumbrances and third party security interest or other rights.

Subsection 6 – Cost Control

The Board has a limited and fixed budget for this project. The Proponent must submit a proposed methodology for Proponent's resource planning, cost estimation, cost budgeting, and cost control measures. The Proponent should clearly demonstrate the cost control measures that it will implement to ensure that the Lump Sum or Upset Limit for the Services will not be exceeded.

Subsection 7 – Cost of Services (Fees)

A. Core Pricing

The Proponent must complete and submit the Price Detail Forms located in Appendix D – Supplementary Submission Forms.

Proponents are to submit a detailed fee schedule based on each phase which shall cover all services and reimbursable expenses including labour, profit, other overhead, materials, equipment, analysis, travel, accommodations, communication, transportation and delivery costs (courier, long distance charges, mileage, etc.), staff time, Board/Proponent meetings, stakeholder/working group meetings (as and where

deemed required by the Board), disbursements and any/all other operational costs associated with the Services, excluding all applicable taxes.

The Board shall not be responsible for any additional costs.

In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly by Board staff and adjustments resulting from the correction will be applied to the Total Lump Sum Price quoted.

Prices submitted in a Proposal are to be firm for the duration of the RFP process and the term of any resulting Agreement.

All prices must be stated in Canadian currency. The Proponent shall assume all currency risk.

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

The Proponent shall be solely responsible for any and all payments and/or deductions required to be made including, but not limited to, those required for the Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance, and Income Tax.

B. Taxes

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

All invoices must clearly show HST as a separate value and HST "registrant" number.

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

Without restricting the generality of the foregoing, the Proponent acknowledges that, if it is a non-resident person, payments to the Proponent, as a non-resident person, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Proponent, as a non-resident person, provides the Board with an official letter from Canada Revenue Agency waiving the withholding requirements, the Board will withhold the taxes it determines are required under the Income Tax Act (Canada).

C. Optional and/or Additional Pricing

The Proponent must clearly indicate in its Proposal and on the Price Detail Form specific services and products which are additional or optional and which are excluded from the Total Lump Sum Fee for Services, i.e., Core Pricing.

Include an hourly fee schedule for all levels of Proponent's professional, managerial and clerical staff with respect to services not covered (e.g. customization services) and rates for disbursements.

A detailed cost summary of exclusions along with justification for the need must be provided.

D. Payment Terms and Discount Schedule

Propose payment terms for Core Pricing. The Board's standard payment terms are 60 days from the receipt of the invoice. The final payment terms may be subject to further negotiation.

Propose any prompt payment discount terms.

If all the correct billing information has been indicated on the invoice, and no acceptable discount for early payment has been offered, the Board will endeavour to pay within the Consultant's terms from the receipt date of the invoice in the Board's Accounts Payable Section in Enercare Centre, 100 Princess' Blvd., Suite 1 at Exhibition Place.

Payment terms should be clearly indicated on the invoice including early payment terms.

The Board will consider offers of early payment discount terms. Discounts will only be taken when early payment discount terms are met from the receipt date of the invoice in the Board's Accounts Payable Section

Note: Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice by the Board's Accounts Payable Section.

E. Exhibition Place Invoice/Billing Requirements

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to the Board. Any missing billing information on an invoice **will** result in a payment delay and the invoice may be returned to you without payment.

It is the Consultant's responsibility to submit correct invoices for payment of goods /services delivered to the Board. If an incorrect invoice is submitted, the Consultant will be requested to issue a credit note and submit a new invoice. If the invoice in question offered an early payment discount, the re-issue date of the new invoice will be used to calculate the early payment discount terms.

1) Electronic Invoices

To support an electronic payable environment, Exhibition Place Accounts Payable will accept electronic Consultant invoices submitted via email to ajaniszewski@explace.on.ca . Electronic invoices submitted must be in a PDF format with either single or multiple invoice(s) per attachment. **Do not send hard copy**

invoices if you have submitted an electronic invoice. If you have any questions regarding this process, please contact Exhibition Place Accounts Payable at 416-263-3616.

2) Billing Address and Contents

- a) All original proponent invoices **must be** addressed and be sent **DIRECTLY** to:

The Board of Governors of Exhibition Place
Finance Department
100 Princes' Blvd. Suite 1
Exhibition Place
Toronto, ON, M6K 3C3
c/o Accounts Payable

- b) Invoice(s) submitted to the Board must have complete billing information including:
- (i) Contact name and phone number
 - (ii) Delivery location of goods and/or services (excluding pick-up order)
 - (iii) Purchasing document information on the invoice {blanket contract number, purchase order (PO), Project No. (Capital), etc.
This purchasing number should be provided by Board staff at the time of order
 - (iv) Complete "Remit To" address is required on all submitted Consultant invoices

Invoices that do not contain the required billing information may be returned without payment to the Proponent for correction until they are fully corrected and the revised date would be the date of invoice receipt.

Consultants are to provide backup documentation directly to the Board's Representative, not to Accounts Payable.

The total value specified in a contract including all charges, excluding any applicable taxes, is not to be exceeded without further authorization.

A contract shall not be valid once the specified term has elapsed unless an extension has been requested by the Board.

Exhibition Place does not currently provide direct deposit payment option.

For any further proponent invoicing information, please contact Exhibition Place Accounts Payable at 416-263-3616.

APPENDICES

APPENDIX A

RFP PROCESS TERMS AND CONDITIONS

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1. Proponent's Responsibility

Each Proponent is responsible to:

- (a) examine all the components of this RFP, including all appendices, forms and addenda;
- (b) acquire a clear and comprehensive knowledge of the required Services before submitting a Proposal;
- (c) become familiar, and (if it becomes a Successful Proponent) comply, with all of the Board and City Policies referred to in this RFP

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

2. Prime Proponent

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

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

3. Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to the employee(s) designated as "Board Contact" as defined.

No Board representative, whether an official, agent or employee, other than those identified "Board Contact" are authorized to speak for the Board with respect to this RFP process, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk. Not only shall the Board not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

From and after the date of this RFP until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any potential Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any Board staff, Board officials or Board member(s), other than a communication with the "Board Contact" as defined.

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

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

http://www.toronto.ca/legdocs/municode/1184_140.pdf
http://www.toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf

4. Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum sent electronically in Adobe PDF format to Proponents. Only answers to issues of substance will be addressed. The Board reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the Board if, in its opinion, the Board determines more time is necessary to enable Proponents to revise their Proposals.

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

The Board will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Deadline.

5. Exceptions to Mandatory Requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the Board in writing not later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the Board wishes to accept the proposed change, the Board will issue an Addendum as described in the section 4 above. The decision of the Board shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the Board by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

6. Omissions, Discrepancies and Interpretations

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the Board's Contact in writing not later than the deadline for questions. If the Board considers that a correction, explanation or interpretation is necessary or desirable, the Board will issue an Addendum as described in the Section 4 above. The decision and interpretation of the Board shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

7. Incurred Costs

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

8. Limitation of Liability

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

9. Post-Submission Adjustments and Withdrawal of Proposals

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

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

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

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

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

10. No Collusion

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

11. Prohibition against Gratuities

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

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

12. Acceptance of Proposals

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

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

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

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

13. Verification

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

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

14. Unbalanced Bids (in this paragraph “Bid” refers to the Proposal)

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

A bid is materially imbalanced when:

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

15. Conflicts of Interest

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

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

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential Conflict of Interest, then the Proponent will so inform the Board. If the Board requests, then the Proponent will

refuse the new assignment or will take such steps as are necessary to remove the potential Conflict of Interest concerned.

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

16. Ownership and Confidentiality of Board-Provided Information

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

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

17. Ownership and Disclosure of Proposal Documentation

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

- a) shall become the property of the Board and may be appended to the Agreement and/or Purchase Order with the Successful Proponent;
 - b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")*, and may be released, pursuant to that Act.
- (2) Because of *MFIPPA*, Proponents should identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
- (3) Each Proponent's name at a minimum shall be made public.

18. Intellectual Property Rights

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

19. Quasi-Criminal/Criminal Activity of a Proponent:

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

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

20. Publicity

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

21. Governing Law

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

APPENDIX B

Draft form of Agreement

This CONSULTANT AGREEMENT made in triplicate this day of , 2018

BETWEEN:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(the "Board")

OF THE FIRST PART

-and-

(the "Consultant")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS the Board issued Request for Proposals No. , dated , 2018, including Addenda, (the "RFP"), attached to this Agreement as Schedule "A" and constitutes a part thereof, to obtain proposals for the provision of professional consultant services to carry out [description of services] (the "Project"); and

WHEREAS the Consultant submitted a Proposal dated [] in response to the RFP, which Proposal was accepted by the Board at its meeting [], and which is attached to this Agreement as Schedule "B".

IN CONSIDERATION of the premises and of the covenants herein set forth, the parties hereto hereby agree as follows:

1. (1) The Consultant shall supply, provide and perform, with all due and reasonable diligence, professional skill and competence, to the satisfaction of the Board, those professional services required for the Project as more particularly set forth in the RFP (hereinafter called the "Services"), all in accordance with the terms of this Agreement and the Proposal. The Consultant agrees that the Services shall be completed by [date] in accordance with the timelines as set out in the "Scope of Work" contained in the RFP and the Project Schedule set out in the Proposal.

 (2) The Consultant shall provide, at the Consultant's sole cost and expense, all skilled workers, consultants or subconsultants (including the approved subconsultants), as appropriate, and must be able to provide the necessary materials and supplies required in performing the Services. The Consultant shall designate an individual to act as the Consultant's manager for the Project and main point of contact with respect to the obligations of the Consultant under this Agreement, and to coordinate the work of the Consultant and any permitted sub consultants.

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

(4) The Consultant will ensure that its personnel (including those of approved subconsultants), when using any Board buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

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

(6) The Consultant shall, even if the rate of payment set forth in Schedule "C" hereto is based on an hourly, daily or other time-based rate, perform all of the Services notwithstanding that the value of the time spent by the Consultant in performance thereof exceeds the maximum specified therein, on the basis that neither such rate nor any provision of this Agreement shall relieve the Consultant from performing all the Services or reduce its obligation to one of performing only some proportionate or other part of the Services.

(7) The Consultant will be required to comply with all federal, provincial and municipal laws and regulations in performing any Services including, without limitation, the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act, 1997*, or any successor legislation, as applicable, and to provide to the Board, upon request, periodic reports confirming such compliance.

(8) This Agreement with the Consultant shall not be a guarantee of exclusivity.

(9) The relationship of the Board and the Consultant is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Consultant and the Board.

2. (1) The Consultant shall obtain the prior written approval of the Board's Representative for the employment, engagement or retaining of any subconsultant, except for any assistance rendered by the Board.

(2) The Consultant shall be solely responsible for the payment of any and all permitted subconsultants employed, engaged or retained by the Consultant under subparagraph 2(1) for the purpose of assisting it in the discharge of its obligations under this Agreement.

(3) The Consultant shall co-ordinate the services of all subconsultants employed, engaged or retained by the Consultant pursuant to subparagraph 2(1) hereof and, without limiting the generality of paragraph 10 of this Agreement, the Consultant shall be liable to the Board for costs or damages arising from acts, omissions, negligence or wilful misconduct of such subconsultants or any of them.

3. (1) All plans, designs, models, drawings, details, specifications, reports, design calculations and all other documents and information prepared by the Consultant or its sub consultants pursuant to this Agreement shall be and become the sole and absolute property, including intellectual property rights, of the Board without the payment of any additional compensation whatsoever therefore by the Board to the Consultant, and the same shall be delivered to the Board upon the request of the Board and/or completion of the Services to be performed by the Consultant under this

Agreement as may be required by the Board's Representative and shall be used by the Board in connection with the Project.

4. (1) The Board, at its own cost and expense and upon being requested by the Consultant so to do, will provide such information as is in the opinion of the Board's Representative is necessary in connection with the Services. The Consultant shall treat as confidential and proprietary to the Board all information, documentation, models or materials of any kind which are provided by the Board or come to the attention of the Consultant in the course of carrying out the Services and shall not use or disseminate such information or materials for any reason without the express written permission of the Board.

5. (1) Subject to the provisions of paragraphs 6 and 7 hereof, the Board will pay the Consultant in the amounts and manner and at the times as set out in Schedule "C" attached hereto.

(2) The Board will also, subject to the maximum amount as set out in Schedule "C", pay to the Consultant amounts for such of the reimbursable items and services provided by it and incurred in the performance of the Services in accordance with this Agreement, which, in the opinion of the Board's Representative are necessary in connection with the Services.

(3) No fees or reimbursable expenses shall become payable to the Consultant pursuant to the Agreement other than pursuant to Schedule "C", to a maximum of [], including the payment of disbursements but exclusive of taxes.

(4) The Consultant agrees that it shall, upon execution of this Agreement, commence work on the Services.

(5) The Consultant shall submit invoices in such detail as may be required by the Board, and the Board reserves the right to require further proof or documentation from the Consultant in respect of services performed or expenses incurred by the Consultant and the Consultant shall provide, without delay, such further proof or documentation. The Board shall endeavor to pay acceptable invoices within ninety (90) days from the receipt of the invoice.

(6) If the Board does not approve of the Services which are the subject of the invoice, the Board shall advise the Consultant in writing of the reasons for refusing approval and the Consultant shall remedy the problem at no additional cost to the Board before the Board shall be obliged to pay the invoice or any part of it, as the case may be.

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

6. (1) Upon giving the Consultant not less than thirty (30) days' prior written notice, the Board may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the Board shall not incur any liability to the Consultant apart from the payment for the goods, material articles, equipment, work or Services that have been satisfactorily delivered or performed by the Consultant up to the date of cancellation.

(2) In addition, The Board may, in the event of a failure by the Consultant to perform its obligations under the Agreement, terminate this Agreement upon ten (10) calendar days' written notice to the Consultant, provided that this Agreement shall not be terminated if the Consultant remedies the breach within that time or, if the breach is of a nature not capable of being remedied within ten (10) calendar days, embarks on a diligent and continuous effort to successfully remedy the breach. In the event of such termination, the Board shall not incur any liability to the Consultant apart from the payment for the goods, material, articles, equipment, work or Services that have been Agreement shall be delivered to the Board in a clean and readable format.

7. (1) The Consultant shall, at the Consultant's expense (including payment of deductibles), for the duration of this Agreement, maintain in a form and with an insurer acceptable to the Board, the following policies of insurance:

- (A) Professional Liability (errors and omissions coverage) for the performance of Services by the Consultant providing that the policy is:
 - (i) in the amount of not less than Five Hundred Thousand Dollars (\$500,000);
 - (ii) extend to infringement of copyright and other intellectual property, including misuse of trade secrets;
 - (iii) not to be construed as a limit of the liability of the Consultant in the performance by the Consultant of the Services under the Agreement;
 - (iv) Notwithstanding anything to the contrary contained in the Agreement, kept in full force and effect for a period of time ending no sooner than TWO YEARS after the completion of the Services.
- (B) Comprehensive General Liability, provided that the policy:
 - (i) is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence;
 - (ii) adds the Board and the City of Toronto as additional insured;
 - (iii) has provisions for cross-liability as between the Consultant and the Board and the City of Toronto, broad form contractual liability, owner's/contractor's protective liability, contingent employer's liability, employer's liability, non-owned automobile liability and personal injury liability;
 - (iv) provides for thirty (30) days' prior written notice of cancellation or material change.

(2) The Consultant shall provide at the time of execution of this Agreement evidence of such insurance coverage in the form of an original signed Certificate of Insurance satisfactory to the Board's Chief Financial Officer & Corporate Secretary (the "CFO/CS"); and from time to time, as such coverage expires or is replaced, shall provide original signed Certificates evidencing renewals or replacements thereof satisfactory to the CFO/CS, all of which Certificates may be permanently retained by the Board.

(3) Any premiums due on any insurance policy under this paragraph but not paid by the Consultant may be paid directly to the insurer(s) or broker(s) by the Board, which shall be entitled to deduct the amount of same, along with its reasonable costs in so doing, from any monies otherwise due to the Consultant by the Board under this Agreement or otherwise.

(4) The provisions of this paragraph 7 shall in no way limit the requirements and obligations imposed on the Consultant elsewhere in this Agreement, nor relieve the Consultant from compliance therewith and fulfilment thereof.

8. (1) The Consultant will, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the Board, its Board members, and the City of Toronto, its Mayor, members of Council, and their respective officers, employees and agents, their successors and assigns from and against all actions, claims and demands whatsoever which may be brought against or made upon the City of Toronto or the Board, or its designated representatives, their respective officers, employees and agents, or any of them, of, from and against any and all losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) which the Board and the City of Toronto, or its designated representatives, their respective officers, employees and agents, or any of them, may sustain, suffer or be put to resulting from or arising from the Services done by it, or by reason of, or on account of, or resulting from or arising out of the performance or rendering of, or the failure to perform or render, or the failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Consultant, its agents, servants, employees or sub consultants or any of them, including the breach of any confidentiality obligation under this Agreement.

(2) The Consultant shall indemnify and save harmless the Board, its Board members, and the City of Toronto, its Mayor, Members of Council, and their respective officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists. This indemnity shall not include any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) arising from the negligence or wilful misconduct of the Board.

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

(4) The Consultant shall not be liable to the Board whether the claim be in tort, contract or otherwise, for an amount in excess of the maximum amount of professional fees to be paid by the Board to the Consultant for the Services as set out in Schedule "C", provided that this limitation shall not apply to losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) due to property damage or personal injury (including death).

9. (1) Any demand or notice to be given pursuant to this Agreement shall be duly and properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such party as follows:

(a) in the case of the Board:

The Board of Governors of Exhibition Place
100 Princes' Blvd., Suite 1
Exhibition Place,
Toronto ON M6K 3C3

Attention: Dianne Young, Chief Executive Officer

(b) in the case of the Consultant:

Attention:

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following three clear business days following the date of mailing.

10. (1) The Schedules attached to this Agreement shall constitute an integral part of this Agreement and all expressions defined in this Agreement shall have the same meanings in such Schedules. In the case of a conflict between the body of this Agreement and any Schedule, the provisions of the body of this Agreement shall take precedence.

11. (1) The Consultant represents, warrants and covenants to the Board (and acknowledges that the Board is relying thereon) that any deliverable resulting from or to be supplied or developed under this Agreement will be in accordance with the Board's functional and technical requirements and, if applicable, will function or otherwise perform in accordance with such requirements.

12. (1) Where the Board is in possession of software containing or constituting confidential proprietary information belonging to third parties, the Consultant shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of the Board,

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

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

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

Should the Consultant include third party components within the Project, the Consultant must secure the rights to use and repackage third party components and pass on those

rights to the Board without additional charges. The Board will own all intellectual property rights, including (without limitation) copyright in and to all deliverables provided by the Consultant and sub consultants.

13. (1) This Agreement shall not be assigned by the Consultant without the prior written consent of the Board, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the Consultant of its liabilities and obligations under this Agreement.

(2) This Agreement and everything herein contained shall respectively ensure to the benefit of and be binding upon the parties hereto, their successors and (where permitted) assigns, respectively.

(3) The obligations set out in paragraphs 3 and 8 of this Agreement shall continue to bind the Consultant notwithstanding the completion of all or part of the Services and payment therefor in accordance with this Agreement.

14. (1) The Board may audit all financial and related records associated with the terms of the contract including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Consultant. The Consultant shall at all times during the term of the contract, and for a period of two (2) years following completion of this Agreement, keep and maintain records of the work performed pursuant to this Agreement. This shall include proper records of invoices, vouchers, timesheets, and other documents that support actions taken by the Consultant. The Consultant shall at its own expense make such records available for inspection and audit by the Board at all reasonable times.

15. The Board's Representative with respect to this Agreement and the provision of the Services is:

[name] [title].

APPENDIX C

STANDARD SUBMISSION FORMS

FORM 1: Proposal Submission Form – Mandatory

PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL NO. EPRFP 2019-33904

For consulting services in the Pre-Engineering Program for a 12 MV Photovoltaic System study at Exhibition Place

CLOSING: 12:00 NOON (LOCAL TORONTO TIME), March 27, 2019

1. PROPONENT INFORMATION

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

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

2. REQUEST FOR PROPOSAL TERMS, CONDITIONS AND SPECIFICATIONS

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

3. POLICIES

The Consultant has read, understood and agrees to comply with the Board's purchasing policies and legislation found here [insert link]

Without limiting the Consultant's acknowledgement of the Board's policies, the Consultant makes the following declarations and agrees to provide the Board with ongoing disclosure of any changes to the declarations and information provided below during the RFP process or the term of any contract.

3.1 CONFLICTS OF INTEREST OR UNFAIR ADVANTAGE

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

(a) in relation to the procurement process, the Proponent has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Board in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Potential Conflicts of Interest or unfair advantage include, but are not limited to:

- (1) Engaging current or former Board employees or public office holders to take any part in the preparation of the proposal or the performance of the contract if awarded, any time within two (2) years of such persons having left the employ or public office of the Board;
- (2) Engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the procurement process or performance of the contract, if awarded;
- (3) Prior involvement by the supplier or affiliated persons in developing the technical specifications or other evaluation criteria for the solicitation;

(4) Prior access to confidential Board information by the supplier, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Proponents; or

(5) The Proponent or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the Board in relation to a previous contract.

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

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

If the Proponent declares an actual or potential Conflict of Interest, the Proponent must set out the details below:

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

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

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

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

3.2 ENVIRONMENTALLY FAVOURABLE PROCUREMENT STATEMENT

For a copy of the Exhibition Place Environmentally Favourable Procurement Policy, visit the website:

<http://10.11.0.3/wp-content/uploads/2016/12/Environmental-Favourable-Procurement-Final.pdf>

State if environmentally preferred products/service is being offered: YES _____

NO _____

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

3.3 DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & BOARD POLICY

Organizations/individuals in Ontario, including the Board, 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 Board 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 Board requires all organizations and individuals that contract with the Board to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & Board Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding.

For a copy of the Board's Policy, visit the website:

<http://10.11.0.3/wp-content/uploads/2019/01/Human-Rights-and-Anti-Harassment-Discrimination-Policy1>

Declaration:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under Board 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 Board, 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 Board to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the Board, in consultation with the City Solicitor, may result in the termination of the contract.

3.4 DECLARATION OF COMPLIANCE WITH THE CITY OF TORONTO FAIR WAGE AND LABOUR TRADES POLICY [NOTE TO DRAFT- PROVINCIAL BILL 66 WHEN PASSED BY THE LEGISLATURE MAY RESULT IN DELETION OF THIS CLAUSE ON LABOUR TRADES]

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

The policy and schedules are available on the Fair Wage Office website:
www.toronto.ca/fairwage

3.5 ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING REQUIREMENTS POLICY

For a copy of the Board's Policy, visit the website:
<http://10.11.0.3/wp-content/uploads/2019/01/Accessibility-Policy.pdf>

4. DISCLOSURE OF INFORMATION

The Proponent hereby agrees that any information provided by the Proponent in its Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the Board to the Board's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

The Proponent shall provide the Board with **ongoing disclosure**, should the Proponent be awarded a contract and any of the information provided above changes.

5. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE

The Consultant is deemed to have read and taken into account all addenda issued by the Board prior to the Deadline for Issuing Addenda. The Consultant is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: [insert a line here]. Consultants who fail to complete this section will be deemed to have received all posted addenda.

6. ACKNOWLEDGEMENT BY PROPONENT

The Proponent hereby agrees that by signing this Form 1 it has reviewed and understood all policies, requirements and standards set out in subsections 1, 2, 3, 4 and 5 above.

.....

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

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



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

**APPENDIX D
SUPPLEMENTARY SUBMISSION FORMS**

Price Detail Form (Table 1 and Table 2)

**MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR
PROPOSAL WILL BE DECLARED NON-COMPLIANT**

PRICE DETAIL FORM

Table 1: Fee Schedule

RFP No. EPRFP 2019-33904

Item No.	For consulting services in the Pre-Engineering Program for a 12 MV Photovoltaic System study at Exhibition Place	Lump Sum Fee
1.	Total Fees to complete the Scope of Work as indicated in Section 3.0	\$
2.	Normal Disbursements (Upset Limit of \$1,000.00)	\$
	TOTAL LUMP SUM FEE Excluding any applicable taxes	\$

The Proponent shall complete Table 2 outlining the Staff Team and Resources proposed in Section 5.3, subsections 4 to 6 of this RFP.

All prices shown in Table 1 and Table 2 **must exclude all applicable taxes (H.S.T.)**

PRICE DETAIL FORM

Table 2: Project Team and Task

RFP No. EPRFP 2019-33904

For consulting services in the Pre-Engineering Program for a 12 MV Photovoltaic System study at Exhibition Place

TASK/ ITEM (from Section 3.0) Proponents to complete	TEAM MEMBERS RATE AND HOURS ASSIGNED						ITEM FEE
	\$	\$	\$	\$	\$	\$	
							\$
							\$
							\$
							\$
							\$
							\$
							\$
							\$
Disbursements (Normal)							\$
TOTAL COST FOR ALL ITEMS & DISBURSEMENTS:	\$						

Notes:

1. Upon advance approval, Exhibition Place will cover the costs of the tender documents printing, including drawings.
2. All proponents are responsible for their own cost consultants.

**APPENDIX E
PROPOSAL EVALUATION TABLE**

For consulting services in the Pre-Engineering Program for a 12 MV Photovoltaic System study at Exhibition Place

PROPONENT'S NAME: _____ Evaluation by: _____ Date: _____

EVALUATION CRITERIA	EPRFP 2019-33904	
STAGE 1: Compliance with Mandatory Submission Requirements (Appendices C & D)	PASS / FAIL	
STAGE 2 – Technical Evaluation (Section 5.3 – Proposal Content)	Available Points	Awarded Points
A) Proponent Company Profile & Experiences (Subsection 2) 1. Profile and Professionalism of the company 2. Company's policy indicating commitment to employee and supplier diversity and whether a certified Diverse Supplier. 3. Environmental Favourable benefit of services offered	10	
B) Experience and Qualifications (Subsection 3) 1. Detailed experience of the Proponent with study and design of PV systems on existing structures or roof top 2. Team members who are professional engineers and have PV systems study and design experience on existing structures or roof top 3. Previous experience specific to projects where professional services were provided in accordance with requirements – specific to study and design of PV systems on existing structures or roof top	15	
C) Proposed Staff Team and Resources (Subsection 4) 1. Caliber of Proponent's team proposed – key staff with their professional qualifications, related experience and their duties and responsibilities 2. List of full time permanent professional engineers and full time designated consulting engineers 3. Key senior staff members dedicated to primary project lead as well as identifying back up	20	
D) Understanding of RFP, Work Plan, Deliverables & Cost Control (Subsection 5 & 6) 1. Demonstrated high level of understanding of the scope of work, goals and requirements of all aspects of the project. 2. Methodology and approach to managing the work, phased activities, strategies and reports for achieving the RFP goals. 3. Project team organization chart and project schedule 4. Identify roles and involvement of Exhibition Place staff 5. Proposed outline detailed work plan 6. Identify project cost control methodology 7. Overall completeness of submission	25	

TOTAL Stage 2	70	
STAGE 3 – Interview/Presentation and/or reference checks, if required (See Section 4.6 for further information)	N/A	
Proponents must score a minimum 52.5 out of 70 points in Stage 2, to be further considered for cost.		
STAGE 4 – Cost of Services (Section 5.3, Subsection 7) – Proponent's Fee	\$	
The lowest priced Proposal receives 30 points; and the remaining Proposals are assigned points based on this formula: $[(\text{lowest cost Proposal} \div \text{Proponent cost Proposal}) \times 30]$	30	
TOTAL SCORE	100	

APPENDIX F

**Not Applicable in this Study
Refer to item 4.4 Schedule of Events, instead**

**APPENDIX G
SITE PLAN**

The Exhibition Place Site Plan can be found at:

<https://www.explace.on.ca/files/file/5b5b87a131c5d/Exhibition-Place-Grounds-Map-Master-File-FINAL-Jul2018.pdf>

**APPENDIX H
EXHIBITION PLACE CONSULTANTS KEY STANDARD AND PROCEDURAL
MANUAL**

Not Applicable