

Please firmly affix this return label to the envelope containing your submission.

Note:

The front of your envelope must indicate ALL of the information shown on the below label.

Purchasing and Materials Management cannot be held responsible for documents submitted in envelopes that are not labelled in accordance with the above instructions.

If you have any questions feel free to contact the Corporate Buyer referred to on the Request for Quotation form.

Return Label

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Firm Name

Request for Quotation No. 9135-15-7004

Closing Date: 12:00 O'Clock Noon, January 21, 2015

**Chief Purchasing Official
Purchasing and Materials Management Division
18th Floor, West Tower, City Hall
100 Queen Street West
Toronto Ontario M5H 2N2
Canada**

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ARTICLE 1: REQUEST FOR QUOTATIONS PROCESS TERMS AND CONDITIONS

1. Bidder's Responsibility

It shall be the responsibility of each Bidder:

- (a) to examine all the components of this Request for Quotations (RFQ), including all appendices, forms and addenda;
- (b) to become familiar and comply with all of the terms and conditions contained in this RFQ and the City's Policies and Legislation set out on the City of Toronto website at: www.toronto.ca/tenders/index.htm

The failure of any Bidder to receive or examine any document, form, addendum, or policy shall not relieve the Bidder of any obligation with respect to its Quotation or any purchase order issued based on the Bidder's Quotation.

2. Questions

All questions concerning this RFQ should be directed in writing to the Buyer as designated on the RFQ Form and in "Contact" Section of the RFQ.

No other City representative, whether an official, agent or employee, is authorized to speak for the City with respect to this RFQ, and any Bidder who uses any information, clarification or interpretation from any other representative does so entirely at the Bidder's own risk.

Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Bidder to bypass the RFQ process may be grounds for rejection of its Quotation.

3. Addenda

The City reserves the right to revise this RFQ up to the Closing Deadline. Any such revisions will be made by way of addenda. Firms that paid for the RFQ document on the City's website will be notified electronically when any addenda has been issued. It is the firms responsibility to download the addendum from the City's website.

All Bidders must acknowledge receipt of all Addenda on the Quotation Request Form.

4. Exception Clause

If a Bidder wishes to suggest a change to any mandatory term or condition set forth in any part of this RFQ it should notify the City in writing not later than three (3) days before the Closing Deadline. The Bidder must clearly identify any such term or condition, the proposed change and the reason for it. If the City

wishes to accept the proposed change, the City will issue an Addendum as described in the article above titled **Addenda**. The decision of the City shall be final and binding, from which there is no appeal. Changes to mandatory terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Quotation that takes exception to or does not comply with the mandatory terms and conditions of this RFQ will be rejected.

5. Omissions, Discrepancies and Interpretations

A Bidder who finds omissions, discrepancies, ambiguities or conflicts in any of the RFQ documentation or who is in doubt as to the meaning or has a dispute respecting any part of the RFQ should notify the "contact" person noted in this RFQ in writing. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled **Addenda**. The decision and interpretation of the City respecting any such disputes shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFQ documents.

6. Incurred Costs

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

The rejection or non-acceptance of any or all Quotations shall not render the City liable for any costs or damages to any Bidder that submits a Quotation.

7. Post-Submission Adjustments and Withdrawal of Quotations

No unilateral adjustments by Bidders to submitted Quotations will be permitted.

A Bidder may withdraw its Quotation prior to the Deadline any time by notifying the Buyer designated in this RFQ in writing.

A Bidder who has withdrawn a Quotation may submit a new Quotation, but only in accordance with the terms of this RFQ.

After the Deadline each submitted Quotation shall be irrevocable and binding on Bidders until the time of contract award.

If the City makes a request to a Bidder for clarification of its Quotation, the Bidder will provide a written response within 48 hours accordingly, unless otherwise indicated, which shall then form part of the Quotation.

If the City makes a request to a Bidder for samples in relation to its Quotation, the Bidder will provide the sample to the requested location within 10 days

accordingly, unless otherwise indicated, which shall then form part of the Quotation.

8. No Collusion

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

9. Prohibition against Gratuities

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

If the City determines that this article has been breached by or with respect to a Bidder, the City may exclude its Quotation from consideration, or if a contract has already been entered into, may terminate it without incurring any liability.

10. Acceptance of Quotations

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

The City may modify and/or cancel this RFQ prior to accepting any Quotation.

Quotations may be accepted or rejected in total or in part.

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

In determining which Quotation provides the best value to the City, consideration may be given to the past performance of any Bidder.

Quotations which are incomplete, not completed in ink, conditional or obscure or which contain additions not called for, erasures or alterations of any kind may be rejected.

The City reserves the right to waive immaterial defects and minor irregularities in any Quotation.

Quotations not completed in non-erasable medium and signed in ink shall be rejected.

The City reserves the right to verify the validity of information submitted in the Quotation and may reject any Quotation where, in the City's sole estimation, the contents appear to be incorrect, inaccurate or inappropriate.

The City reserves the right to assess the ability of the Bidder to perform the contract and may reject any Quotation where, in the City's sole estimation, the personnel and/or resources of the Bidder are insufficient.

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

A bid is materially unbalanced 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 City had determined that the bid may not result in the lowest overall cost to the City even though it may be the lowest submitted bid; or
- (3) it is so unbalanced as to be tantamount to allowing an advance payment.

11. Currency

Unless otherwise stated herein, prices quoted are to be in Canadian dollars.

12. Tied Bids

In the event that the City receives two or more Quotations identical in price, the City reserves the right to select one of the tied Quotations by way of a coin toss (in the case of two identical bids), or lottery (in the case of more than two identical bids).

13. Mathematical Errors

In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total bid price quoted.

14. Conflicts of Interest

In its Quotation, the Bidder must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Quotation.

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

interest. If such an interest exists or arises prior to the award on any contract, the City may, at its discretion, refuse to consider the Quotation or withhold the awarding of any contract to the Bidder until the matter is resolved to the City's sole satisfaction.

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

15. Ownership and Confidentiality of City-Provided Data

All correspondence, documentation and information provided by City staff to any Bidder or prospective Bidder in connection with, or arising out of this RFQ, the Services or the acceptance of any Quotation:

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

16. Ownership and Disclosure of Quotation Documentation

The documentation comprising any Quotation submitted in response to this RFQ, along with all correspondence, documentation and information provided to the City by any Bidder in connection with, or arising out of this RFQ, once received by the City:

- a) shall become the property of the City and may be appended to purchase order issued to the successful Bidder;
- b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.

Because of *MFIPPA*, prospective Bidders are advised to identify in their Quotation material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Bidder's name and quoted price shall be made public. Quotations will be made available to members

of City Council on a confidential basis and may be released to members of the public pursuant to *MFIPPA*.

17. Intellectual Property Rights

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

18. Failure or Default of Bidder

If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the RFQ, the City may:

- a) disqualify the Bidder from the RFQ and/or from competing for future tenders or RFQ issued by the City for a period of one year; and
- b) require the Bidder to pay the City the difference between its Quotation and any other Quotation which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder's failure or default.

19. Governing Law

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

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

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

- a) confirms that the Proponent or any individual that owns, directs, or controls the Proponent has been charged with or convicted of an offence under the Criminal Code, an offence as defined in the Provincial Offences Act, or an offence pursuant to similar laws outside of Ontario;
- b) determines that this charge or conviction is material to the given procurement; and
- c) determines that, in light of this charge or conviction, awarding the that Proponent could compromise the delivery of the goods or services or would otherwise undermine the business reputation of the City of the public's confidence in the integrity of the call process

ARTICLE 2 – GENERAL CONTRACT TERMS AND CONDITIONS

1. General Information & Technology Contract Terms and Conditions

1.1 In addition to any other terms and conditions contained elsewhere in this RFQ, the following I & T terms and conditions, which are part of this RFQ, form part of any Contract(s) entered into between the City and any successful Bidder(s) (the “Vendor”) and are deemed to be incorporated into any Purchase Order(s) issued in connection with this RFQ.

1.2 It is expressly agreed that the terms of this Contract and any Order Form issued to the Vendor shall supersede and nullify the terms of any Vendor ordering document

2. Compliance with Laws

The Vendor will be required to comply with all federal, provincial and municipal laws and regulations in providing the Products and 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 City, upon request, periodic reports confirming such compliance.

3. Non- Exclusivity

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

4. Confidentiality

The Vendor shall treat as confidential all information of any kind which comes to the attention of the Vendor in the course of providing the Products and Services and shall not disseminate such information for any reason without the express written permission of the City.

5. Indemnities

5.1 The Vendor shall fully defend, save harmless and indemnify the City and its Mayor, members of council, officers, employees, agents, representatives, invitees, members, volunteers, successors and assigns from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever which may be brought against or made upon any of them and against any loss or damages suffered or incurred by the City arising from or relating to any physical injury, including death, or any loss of or damage to tangible property, caused by the Vendor, its employees, agents or subcontractors or any entity for whom it is in law responsible, or arising from or arising

from or relating to any statutory obligations of the Vendor;

5.2 The Vendor shall fully defend, save harmless and indemnify the City and its Mayor, members of council, officers, employees, agents, representatives, invitees, members, volunteers, successors and assigns from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Quotation, 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.

5.3 The Vendor also fully defend, save harmless and indemnify the City from and against any loss or damages suffered or incurred by the City 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 the Services save and except that to the extent that any liability arising pursuant to this Section is not covered by proceeds of the insurance required to be maintained by the Vendor pursuant to the RFQ, the Vendor’s liability to the City shall not exceed an amount equal to the total amount payable hereunder by the City to the Vendor and in no event shall the Vendor be liable to the City for any indirect or consequential damages for such a claim. The limitation of liability in this Section does not apply to the indemnities required by Sections 5.1 and 5.2 or to any breach of the confidentiality obligations of Section 4 of the General Terms and conditions of this RFQ.

5.4 Upon assuming the defence of any action covered under this section of the General I & T Terms and Conditions the Vendor shall keep City reasonably informed of the status of the matter, and the Vendor shall make no admission of liability or fault on City's part without the City's written permission.

5.5 Under no circumstances shall the City be obliged to accept any obligation to indemnify the Vendor or any third party.

6. No Assignment

The Vendor shall not assign any part of the Contract nor any interest therein without the prior written consent of the City, which consent shall not be unreasonably withheld.

7. Sub-contractors

7.1 The Vendor shall be solely responsible for the payment of every sub-contractor employed, engaged, or

retained by it for the purpose of assisting it in the performance of its obligations under the Contract. The Vendor shall coordinate the provision of the Products and Services by its sub-contractors in a manner acceptable to the City, and ensure that they comply with all the relevant requirements of the Contract.

7.2 The Vendor shall be liable to the City for all costs or damages arising from acts, omissions, negligence or willful misconduct of its sub-contractors

8. Personnel and Performance

8.1 The Vendor must make available appropriately skilled workers, consultants or subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery and supplies to fulfill its obligations under the Contract.

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

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

8.4 Personnel assigned by the Vendor to provide the Products and Services (including those of approved subcontractors) may, in the sole discretion of the City, be required to sign non-disclosure agreement(s) satisfactory to the City.

9. Independent Contractor

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

10. Warranties and Covenants

The Vendor represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that any Products and Services resulting from or to be supplied under the Contract will be in accordance with the City's requirements (as set out in the RFQ) and, if applicable, will function or otherwise perform in accordance with the Vendor's features, functional and technical specifications provided in the Vendor's Response to the RFQ.

11. Documentation

The Vendor will provide to the City at no additional cost at least one (1) copy of the Documentation for each copy of a Licensed Program for its use.

12. Termination Provisions

12.1 Upon giving the Vendor not less than 30 days' prior written notice, the City may, at any time and without cause, cancel the Contract, in whole or in part. In the event of such cancellation, the City shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation.

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

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

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

13. Notice

13.1 All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail or personal delivery (including overnight mail by private carrier) to the first address listed in the relevant Order Form (if to City) or Address on the Order Form (if to Vendor).

13.2 To expedite order processing, City agrees that Vendor may treat documents faxed by City to Vendor as original documents; nevertheless, either party may require the other to exchange original signed documents.

(i.e. types of training, frequency of training and re-training); and

14. Occupational Health and Safety

- a) The Vendor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the Occupational Health and Safety Act, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- b) Nothing in this section shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the Work, either instead of or jointly with the Vendor.
- c) The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Work and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Work.
- d) The Vendor acknowledges and represents that:
 - i) The workers employed to carry out the Work have been provided with training in the hazards of the Work to be performed and possess the knowledge and skills to allow them to work safely;
 - ii) The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
 - iii) The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
 - iv) The Vendor has in place an occupational health and safety policy in accordance with the OHSA; and
 - v) The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.
- e) The Vendor shall provide, at the request of the General Manager or his designate, the following as proof of the representations made in paragraph d(i) and d(iv):
 - i) documentation regarding the training programs provided or to be provided during the Work

ii) the occupational health and safety policy.

- f) The Vendor shall immediately advise the General Manager or his designate in the event of any of the following:
 - a. A critical injury that arises out of Work that is the subject of this agreement;
 - b. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Work that is the subject of this agreement;
 - iii. A charge is laid or a conviction is entered arising out of the Work that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.
- g) The Vendor shall be responsible for any delay in the progress of the Work as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Work or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Work without additional cost to the City.
- h) The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons

15. Workplace Safety and Insurance Board

The Vendor shall be in good standing with the Workplace Safety and Insurance Board ("WSIB") throughout the term of this agreement. If requested by the General Manager or his designate, the Vendor shall produce certificates issued by the WSIB to the effect that they have paid in full their assessment based on a true statement of the amount of payrolls. If the Vendor is considered by WSIB to be an independent operator without coverage, the Vendor shall provide a letter to that effect from the WSIB.

16. Accessibility Standards for Customer Service Training Requirements

The Vendor shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in the City's policy on Accessible Customer Service Requirements for Contractors, Consultants and other Service Providers.

VIEWING COPY ONLY
DO NOT SUBMIT

NUMBER:	9135-15-7004	ISSUED:	January 5, 2015	CLOSING 12 NOON ON January 21, 2015
REFER TO:	Beth Richardson, 416-338-5586	REQ. #	Email	
CLIENT:	Information and Technology			

Quotations are invited for the non-exclusive **supply and delivery of Microsoft Office 2013, including Visio 2013, Project 2013 and SharePoint 2013, desktop application training for City of Toronto staff over a four (4) year period from January 1, 2015 to December 31, 2018, with the option for the City to renew for one (1) additional one (1) year period**, all in accordance with the provisions and specifications contained in this Request for Quotation (RFQ) and the City of Toronto's Procurement Policies, the attached Schedule "A" - Price Form, and the City of Toronto Fair Wage Policy and Labour Trades Contractual Obligations in the Construction Industry.

Grand Total \$ _____
(Copied from the Schedule "A" - Price Form)

1.0 SCOPE OF WORK

- 1.1 The scope of this RFQ includes non-exclusive supply and delivery of Microsoft Office 2013, including Visio 2013, Project 2013 and SharePoint 2013, desktop application training services for City of Toronto staff over a four (4) year period from January 1, 2015 to December 31, 2018, with the option for the City to renew for one (1) additional one (1) year period. The City expects the Vendor to perform the Services in accordance with the requirements set out in Section 9.0 of this RFQ.
- 1.2 The Microsoft Office 2013 desktop application training courses which the Vendor is required to provide are as follows:
1. Word Basic
 2. Word Intermediate or Advanced
 3. Excel Basic
 4. Excel Intermediate or Advanced
 5. PowerPoint Basic
 6. PowerPoint Intermediate or Advanced
 7. Access Basic
 8. Access Intermediate or Advanced
 9. Project Basic
 10. Project Intermediate or Advanced
 11. Visio Basic
 12. Visio Intermediate or Advanced
 13. SharePoint Basic
 14. SharePoint Intermediate or Advanced

2.0 CONTACTS

- 2.1 Should Bidders have any questions about any aspect of this Request for Quotation, they should direct their inquiries in writing by e-mail, to the attention of :

Beth Richardson Acting Corporate Buyer
Purchasing & Materials Management Division
Tel: 416-338-5586
Fax: 416-397-7779
E-mail: erichar@toronto.ca

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2.2 Bidders are required to submit written questions and specification concerns to the Buyer specified in Section 2.1, no later than three (3) Business Days prior to the Closing Deadline. Addenda may be issued as a result of questions and comments received prior to the Deadline for written questions at the sole discretion of the City. Questions received after the Deadline for written questions may not be addressed.

2.3 If the City does not amend the RFQ by way of addendum then the requirements of the RFQ remain unchanged. Additional terms or exceptions submitted with the Quotation will not be considered and will render the Quotation non-compliant.

3.0 DEFINITIONS

3.1 In this Request for Quotation, unless inconsistent with the subject matter or context:

“Bid” means an offer submitted by a Bidder in response to a Request for Quotation Call, which includes all of the documentation necessary to satisfy the submission requirements of the Request for Quotation Call and “Bids” shall have a corresponding meaning;

“Bidder” means any legal entity, being a person, partnership or firm that submits a Bid in response to a formal Request for Quotation Call and “Bidders” shall have a corresponding meaning.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely; New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the City has elected to be closed for business;

“Buyer” means the main contact person at the City for all matters related to the Request for Quotation Call process, as set out on the Request for Quotation Call Cover Page;

“City” means the City of Toronto;

“Closing Deadline” or “Deadline” means the date, indicated on the Quotation Request Form as the closing date or any addenda issued by the City, as applicable, when Bidders must submit their Quotation;

“Contract” means the purchase order / Blanket Contract issued to the Successful Bidder together with; any contract release orders; the RFQ; any schedules thereto and addenda thereto; and the response to the RFQ by the Successful Bidder. Without limiting the foregoing, such purchase order shall incorporate or be deemed to incorporate all of the Provisions of the RFQ and the City’s Procurement Policies. The Contract forms the entire agreement between the Successful Bidder and the City. In the event of conflict or inconsistency between the provisions set out in the RFQ and the purchase order or a conflict or inconsistency between the provisions set out in the RFQ and the Quotation Request Form, the RFQ shall prevail in both circumstances;

“Council” means City Council;

“HST”, means Harmonized Sales Tax;

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

"instructor led" means training between an instructor and learner and not by video and/or online training.

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

“may” and “should” used in this RFQ denote permissive (not mandatory).

“Products” means all hardware and related deliverables to be provided by the Successful Bidder as described in the RFQ;

“Quotation” means the Bidder’s completed response to this RFQ;

"RFQ" means this Request for Quotation;

“Services” means all services to be provided by the Successful Bidder as described in this RFQ;

"Successful Bidder" means the Bidder, which has been awarded the Contract by the City for the Services to be provided under this RFQ in accordance with its provisions;

“Term” means from the date of award until the completion of the contract including any renewal options exercised by the City.

“Vendor” means the Successful Bidder.

“Work” means all services and deliverables to be provided by a Contractor as described in this Request for Quotation Call.

4.0 RESPONSE REQUIREMENTS

- 4.1 Bidders must submit one (1) original and should submit one (1) additional hard copy of their Quotation. In the event where there are deviations between the original and any copies, the original hard copy shall prevail.

5.0 LITERATURE

- 5.1 Bidders, must submit with their Quotation a course calendar of publicly offered dates for each course covering a three (3) month period to include the date of course, duration, location with map, outline of course and time of course.

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5.2 Bidders must submit within five (5) business days from request by the City, their respective cancellation policy which includes minimum class size and minimum number of days notice required for cancellation by Vendor or participant.

5.3 Bidder must submit within five (5) business days from request by the City a sample course evaluation form.

6.0 QUANTITY

6.1 The City estimates that approximately 250 City staff will participate in Microsoft Office 2013 training per year. City staff, will enroll at their own discretion, to each training course independently. Bidders are advised however, quantities provided are estimates only and should not be interpreted as indicating a minimum or maximum order quantity. The quantities shall be used as a basis for comparison upon which the award of the Quotation will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the City whether decreased or increased.

7.0 AWARD

7.1 It is the intent of the City to award a Contract to one Bidder only, based on the Bidder meeting the requirements and providing the lowest **Grand Total** as shown in Schedule "A" – Price Form.

7.2 Upon award the City will confirm with the Successful Bidder, the Services to be delivered, date(s) and any other instructions related to the Service being provided.

7.3 The provision of the Services shall not commence until a signed Contract for the Services is issued and a Contract Release Order (CRO) has been issued.

8.0 QUALIFICATIONS

8.1 Bidders must be an acknowledged Microsoft Certified Partner for Learning Solutions (MCLS). In addition, Bidders must guarantee that its instructor(s) are duly certified and have the qualifications and experience in delivering the Microsoft Office 2013 (including Visio 2013, Project 2013 and SharePoint 2013), desktop application training courses set out in the Scope of Work.

8.2 Bidders are requested to provide at the Closing Deadline, the following proof of qualifications. In the event that the information is not submitted at the Closing Deadline, Bidders shall submit the proof of qualifications within five (5) business days from request by the City:

1. Bidder's Microsoft Certified Partner for Learning Solutions (MCLS) certification;
2. Instructor(s)' MS Office 2013, MS Visio 2013, MS Project 2013 and MS SharePoint 2013 desktop application training certification;
3. Instructor(s)' resume(s) outlining at a minimum their MS Office 2013, MS Visio 2013, MS Project 2013 and MS SharePoint 2013 desktop application training qualifications, achievements, and previous MS Office 2013, MS Visio 2013, MS Project 2013 and MS SharePoint 2013 training experience; and

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4. A minimum of three (3) references from companies that have been satisfactorily provided with MS Office 2013 desktop application training within the last three (3) years. Bidders shall not use the City of Toronto as reference.

Reference 1

Company Name: _____

Contact Name/Title: _____

Telephone Number: _____

Email: _____

Reference 2

Company Name: _____

Contact Name/Title: _____

Telephone Number: _____

Email: _____

Reference 3

Company Name: _____

Contact Name/Title: _____

Telephone Number: _____

Email: _____

The City may contact the references provided. Should any reference fail to confirm that the services listed in Section 1.2 were performed in a satisfactory manner; the Quotation will be declared non-compliant.

As part of the evaluation process, the City reserves the right to conduct on-site or ocular inspections of Vendors' training facilities to verify Vendors' compliance responses regarding their ability and qualifications to meet the City's training requirements set out in this RFQ. If upon inspection, the City determines that a Vendor has given untrue or misleading compliance responses, the Vendor will be declared non-compliant.

- 8.3 The City may upon request, agree to permit other publicly funded organizations within the City of Toronto to purchase against any Contract which may result from this RFQ. The City reserves the right to add or

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delete City Divisions/Agencies/Boards or Commissions and /or delivery locations during the term of the contract.

9.0 SERVICES REQUIREMENTS

- 9.1 Bidders must fully complete Table 1 – Mandatory Services Requirements below by entering “yes”, meaning the Bidder will comply with the requirement, or “no”, meaning the Bidder will not comply with the requirement.
- 9.2 Bidders that do not indicate “yes” or indicate "no" for any requirement in Table 1 – Mandatory Services Requirements or give unclear or unresponsive answers such as N/A, TBD, etc. will be declared non-compliant and will have their Bids rejected.

Table 1 – Mandatory Services Requirements

Item No.	Requirement	Comply (YES/NO)
1	The courses set out in Section 1.2 of the Scope of Work must be made available and delivered over a period of four (4) years from January 1, 2015 to December 31, 2018 and must match the industry standard Microsoft authorized courseware.	
2	A City representative will be permitted to audit a class at any time to ensure that quality service delivery is maintained.	
Location/Facilities Requirements		
3	Training will be conducted, at a minimum, at two (2) established, permanent training locations in the City of Toronto including Etobicoke, Scarborough and North York. One location must be in downtown Toronto, that is, the geographical area bounded by Eglinton Avenue to the North, University Avenue to the West, and Church Street to the East.	
4	Each training location must meet the Accessibility for Ontarians with Disability Act (AODA).	
5	Each training location will be accessible by public transport or have parking close by.	
6	Each training location will have lunch room facilities or restaurants nearby.	
7	Each participant and the instructor will be provided his/her own personal computer (PC).	
8	Office 2013 will run on Windows 7.0 per the City's IT standard.	
Training Administration Requirements		
9	A minimum of one class per calendar month will be offered for each course in the Microsoft Office 2013 curriculum as part of the Vendor's publicly scheduled classes.	
10	The Vendor must have facilities that will enable City staff to contact the Vendor directly in order to register for each publicly scheduled class.	
11	Confirmation of registration will be sent to each individual participant at least one (1) week before class date.	
12	The Vendor must submit to the City at the end of each class an attendance list including the course name, date, and name of City staff who attended the class. Each City staff student must sign the attendance list as proof of attendance.	
13	The Vendor must provide an evaluation form for students to complete. Copies of these completed evaluation forms or a report of online evaluation forms must be forwarded to the	

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	designated City contact upon the latter's request.	
14	The Vendor must provide at least seven (7) days notice of cancellation or rescheduling of classes	
Curriculum Requirements		
15	The Vendor must offer ALL of the following Microsoft Office 2013 and SharePoint 2013 desktop application courses listed below at a minimum in two (2) skill levels: Basic level, and either Intermediate or Advanced levels:	
	a) Word 2013 Basic level, and either Intermediate or Advanced levels	
	b) Excel 2013 Basic level, and either Intermediate or Advanced levels	
	c) PowerPoint 2013 Basic level, and either Intermediate or Advanced levels	
	d) Access 2013 Basic level, and either Intermediate or Advanced levels	
	e) Project 2013 Basic level, and either Intermediate or Advanced levels	
	f) Visio 2013 Basic level, and either Intermediate or Advanced levels	
	g) SharePoint 2013 Basic level, and either Intermediate or Advanced levels	
General Training Requirements		
16	Training will take place during regular business hours (start no earlier than 8:00 a.m. and finish no later than 5:00 p.m.)	
17	Training will be instructor led only. Video and/or on line training is not acceptable.	
18	The instructor/student ratio will be no more than one instructor per twelve (12) students.	
19	Practice time and hands on exercises will be included during each class.	
20	Complete training guide will be available by hard copy, CD, or online courses	

10.0 SAMPLE EVALUATION

If requested, Bidders shall submit a sample of the Course Outlines offered for evaluation against the listed courses in Schedule "A" Price Form, within five (5) Business Days of request at no cost to the City. Failure to provide the sample within the specified period will result in the bid being declared non-compliant. The sample shall include all related operating and warranty manuals as applicable. Should the Products fail to meet the specifications in this RFQ, the Quotation will be declared non-compliant.

11.0 PRICING

- 11.1 In order for a Bid to be considered, the Bidder must provide pricing on all items listed in Schedule "A" - Price Form in accordance with the instructions set out in Schedule "A". Quotations that do not include pricing on all courses listed will be declared non-compliant.
- 11.2 Bidders must provide ALL information required in Schedule "A" – Price Form. **BIDDERS THAT DO NOT FULLY COMPLETE THESE FORMS (SUCH AS LEAVING LINES BLANK), OR HAVE UNCLEAR ANSWERS (SUCH AS N/A OR TBD) WILL BE DELARED NON-COMPLIANT.**
- 11.3 All bid prices, quotations, rates, and/or costs submitted by Bidders with respect to this Request for Quotation, must include any and all expenses that may be anticipated and incurred by the Successful Bidder while providing the Services as specified in this RFQ, including but not limited to travel, materials, supplies, equipment and manuals. No additional costs will be considered.

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11.4 In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total bid price quoted.

12.0 INSURANCE

12.1 The Successful Bidder agrees to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of this Contract, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of the Successful Bidder's services:

a) 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 City of Toronto as additional insured;
- iii. has the provisions for cross-liability and severability of interest as between the Bidder and the City of Toronto, broad form contractual liability, products/completed operations liability, owner's/contractor's protective liability, contingent employer's liability, employer's liability, broad form property damage liability, non owned automobile liability and personal injury liability
- iv. provides for thirty (30) days' prior written notice of cancellation or material change.

12.2 At the expiry date of the policy, the Successful Bidder shall provide original signed certificates evidencing renewals or replacements to the City prior to the expiration date of the original policies, without notice or request by the City.

13.0 TAXES

13.1 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.

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.

Taxes for construction services and real property improvements/services where the applicable Provincial Sales Tax was previously embedded in the price quoted (GST extra) are now bound by the following:

Effective on July 1, 2010, the Ontario Retail Sales Tax (ORST) will be replaced with a value-added tax and combined with the Federal Goods and Services Tax (GST) to create a federally administered HST. The HST will have a combined rate of 13%. **The Bid price for the work shall not contain any HST.** Contractors and Service Providers will add the HST as a separate line item to all their monthly invoices as of July 1, 2010.

Bidders shall govern themselves accordingly when estimating the costs of materials previously subject to ORST, and should not include the 8% ORST in the bid prices.

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14.0 INVOICE AND BILLING REQUIREMENTS

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

It is the vendor's responsibility to submit correct invoices for payment of goods /services delivered to the City of Toronto Divisions. If an incorrect invoice is submitted, the vendor 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) Exceptions

The standard invoice billing requirement must be followed with the exception of vendor invoices related to an approved capital project subject to construction lien holdbacks only. Billing requirement direction will be provided by the contract custodian or city divisional designate.

2) Electronic Invoices

To support an electronic payable environment, the City of Toronto Corporate Accounts Payable unit will accept electronic vendor invoices submitted via email to APinvoice@toronto.ca. Electronic invoices submitted must be in a PDF format with one invoice per attachment.

Note: Do not send statements or past due invoices to this email address, only current invoices will be accepted. Do not send hard copy invoices to Corporate Accounts Payable if you have submitted an electronic invoice. If you have any questions regarding this process, please contact AP Customer Service at 416-397-5235 and follow the prompts.

14.1 Billing Requirements

- (1) All original Vendor invoices **must be** addressed and be sent **DIRECTLY** to:

City of Toronto
Accounting Services Division
Corporate Accounts Payable
55 John Street
14th Floor, Metro Hall
Toronto, ON
M5V 3C6

- (2) Invoice/s submitted to the City of Toronto must have complete ship to information including:

- I. Name of City Division,
- II. The City Division's contact name and phone number (the person ordering or picking up the goods and/or services),

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- III. Delivery location of goods and/or services (excluding pick-up order),
- IV. Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO), or Schedule "A" must be clearly indicated on the invoice. (*This purchasing number should be provided by City staff at the time of order*)

Invoices that do not contain the required billing information may be returned without payment to the vendor for correction.

- (3) City purchases with the use of a credit card/PCard, are NOT to be sent to Corporate Accounts Payable. These invoices are considered paid.
- (4) Vendors are encouraged to provide packing slips and/or goods receipt confirmations directly to the ordering Division for goods/services delivered.
- (5) Vendors are to provide backup documentation directly to the ordering Division, not Corporate Accounts Payable.

14.2 Contract Release Order for Contract Purchases

A request for delivery in the form of a Contract Release Order (CRO) will be issued for each purchase against a contract.

All invoices submitted for payment of contract goods/services must contain:

- I. Blanket Contract Number
- II. Contract Release Order Number (CRO)

Under no circumstances are Contract Release Orders to be filled for commodities or services that are not included on a Contract.

The total value estimated on a Contract including all charges, excluding any applicable taxes, is not to be exceeded without authorization.

A Contract shall not be valid once the specified period has elapsed unless an extension has been requested by the City.

The City, in its sole discretion, has the right to terminate a contract prior to the expiration of the term without cause or penalty, provided the Total Value Estimated as specified on the Contract Order has been reached.

14.3 Discount Terms

The City will consider offers of early payment discount terms. If correct billing information has been indicated on the invoice, it is the City's policy to pay within vendor's discount terms from the receipt date of the invoice in the Corporate Accounts Payable unit – Metro Hall, 55 John Street, 14th Floor.

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Early Payment terms should be clearly indicated on the invoice.

Note: Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice by the City of Toronto, Corporate Accounts Payable unit.

14.4 Direct Deposit

City of Toronto offers secure electronic deposit payments directly to your bank account through our “Direct Deposit” program. For more information and/or to enrol for this payment option, please email us at FASPDD@toronto.ca or contact the Direct Deposit program line at 416-392-9736 and follow the prompts.

Effective January 1, 2014, all new contracts for existing or new vendors must be enrolled in the Direct Deposit program.

15.0 SUPPLEMENTARY REQUIREMENTS – OCCUPATIONAL HEALTH & SAFETY

In addition to the other requirements of this Request for Quotation with respect to satisfying the requirements of the Occupational Health and Safety Act, Bidders are requested to submit as part of their Quotation submission, a **properly commissioned (**)** **Occupational Health and Safety Statutory Declaration (“OHS Declaration”)** in the form attached to this Quotation Request.

If a properly commissioned OHS Declaration is not submitted with your bid, the City may provide Bidders with an opportunity to submit the required OHS Declaration within five (5) working days of such written request. Failure to submit the OHS Declaration in response to that written request or the inability of the Bidder to satisfy the requirements set out in the OHS Declaration are grounds for the bid to be rejected. The City may consider previous OHS violations as grounds for rejection and the City may terminate any contract arising from this Request for Quotation if the Bidder is continuously in violation of OHS requirements.

In the event that a Bidder is unable to satisfy the OHS Declarations requirements, Bidders are advised Occupational Health and Safety training is available to Ontario contractors through the Construction Safety Association. That training should enable Bidders to identify whether further training is necessary to satisfy the requirements of the OHS Declaration on future Tender/Quotation/Request for Proposal submissions.

(**) The following persons, by virtue of their office, are **Commissioners** for taking affidavits in Ontario: Members of the Legislative Assembly, Provincial judges and justices of the peace, and barristers and solicitors entitled to practise law in Ontario.



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STATUTORY DECLARATION (Occupational Health & Safety)

PROVINCE OF ONTARIO)
 JUDICIAL DISTRICT OF YORK)

IN THE MATTER OF CONTRACT NO. _____ AND ANY ENSUING AGREEMENT BETWEEN

_____)
 (Company Name)

- AND -

City of Toronto

I, _____ of the City/Town/Village of _____ in the Province
 (Name)

of _____, do solemnly declare the following:
 (Name of Province)

1. I am the _____ of the _____ and as such
 (Insert Title) (Insert Company Name)

have knowledge of the matters herein stated.

2. _____ is a sole proprietorship/partnership/corporation with its head office
 (Company Name)

located at _____ and has carried on business as a _____
 (contractor/state other type of business)

since on or about _____
 (Insert Date)

3. _____ since _____ had in place a Health and Safety Policy
 (Company Name) (Insert Date)

under Section 25(2)(j) of the Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 as amended, (the "Act") and

has/have developed and maintain(s) on an annual basis a program to implement the written Occupational Health and Safety

Policy. A copy of the policy and program for _____ (Insert Company Name) will be delivered to the

City of Toronto upon request by the City and will be available for inspection at the City of Toronto, solely for the purposes of

the above noted contract.

4. _____ (Insert Company Name) will employ for this project a supervisor or
 supervisors who are competent persons as defined by section 1(1) of the Act, and specifically a person or persons
 who:

(a) are qualified because of knowledge, training and experience to organize the project work and its

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performance;

- (b) are familiar with the Act and the Regulations for Construction Projects that apply to the project work; and
- (c) have knowledge of any potential or actual danger to health and safety at the project.

5. _____ **(Insert Company Name)** will employ for the purpose of this project the following competent supervisors: _____
(Insert name of supervisors)

No supervisors other than those named shall work on the project.

6. _____ **(Insert Company Name)** will employ for the purpose of this project the following subcontractor: _____
(Insert name of subcontractors)

7. All subcontractors employed by _____ **(Insert Company Name)** for this project will employ as a supervisor or supervisors a “competent person” as defined by section 1(1) of the Act, and specifically a person or persons who

- (a) are qualified because of knowledge, training and experience to organize the project work and its performance;
- (b) are familiar with the Act and the Regulations for Construction Projects that apply to the project work; and
- (c) have knowledge of any potential or actual danger to health and safety at the project.

8. The supervisors employed by _____ **(Insert Company Name)** and subcontractors have successfully completed the necessary health and safety courses to be considered a competent person to undertake work described in the contract.

AND I/We make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of “The Canada Evidence Act”.

DECLARED BEFORE ME AT THE _____)
)
 OF _____)
)
 IN THE _____)
)
 THIS DAY OF _____ 20____)
)
 A Commissioner etc.)

Signing Officer for Company

Note: This Declaration applies with necessary modification to Quotation Requests and Requests for Proposals

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16.0 PURCHASING POLICIES:

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

To ensure Fair and Equal Treatment in its competitive procurements, the City of Toronto will undertake to:

- disallow bidders/proponents from submitting a bid to any Tender, Quotation, or Proposal call in which the bidder/proponent has participated in the preparation of the call document; and
- a bidder/proponent who fails to comply will result in disqualification of their response to the call/request.

Did you, the bidder, assist the City of Toronto in the preparation of this Request for Quotation call?

Specify: Yes _____ No _____

ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

The City of Toronto Environmentally Responsible Procurement Policy encourages bidders to also offer products/services which are environmentally preferred. Environmentally preferred products/services offered must be competitive in cost, conform to specifications, performance requirements and, be suitable for the intended application as determined by the using Division(s).

Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.

An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but limited to the following:

1. Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.
2. Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.
3. Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities exist capable of recycling the product at the end of its useful life.
4. Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.
5. Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.
6. Have a long service-life and/or can be economically and effectively repaired or upgraded.



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Bidders shall if requested, provide written verification of any environmental claims made in their bid/proposal satisfactory to the City of Toronto within five (5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognize environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests. Only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.

For a copy of the City of Toronto Environmentally Responsible Procurement Policy, please download a copy of the Policy at http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf

State if environmentally preferred products/service is being offered: YES _____ NO _____

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

In an effort to reduce, reuse and recycle, we encourage bidders to minimize the packaging of their submissions. The evaluations of all bids are based on the "contents" of the submissions, not the way the submission is packaged. Thank you for reducing!

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

The purpose of this Policy to ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee's separation date.

Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee's separation date. This would include, but not be limited to, for example, the following roles:

- As an independent contractor/consultant;
- As a contractor/consultant on City project work for a company/firm (but, the firm may compete); or
- As a contractor/consultant on City project work for a company/firm that has been sub-contracted by another company/firm.

Former City of Toronto management employees who took part in a separation program or received a retirement incentive are prohibited from participating in contracts directly or indirectly related to the City of Toronto and its special purpose bodies for a period of two years starting from an employee's termination date.

Notes: (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and



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(2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

Specify: _____.

This policy will be considered in the evaluation of all submissions received by the City of Toronto.

For further information contact:

Manager, Corporate Purchasing
Policy & Quality Assurance
18th Floor, West Tower, City Hall, (416) 392-0387

VIEWING COPY ONLY
DO NOT SUBMIT

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

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

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

Declaration:

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

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

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

Complete Address:

Email _____

Tel. No. _____

Postal Code:

Fax No. _____

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

Signature:

Date:

Authorised Signing Officer or Individual

Multilingual Services: 311 and TTY 416-338-0889. Further information: www.toronto.ca/diversity.ca

For Office Use Only
a) DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY

POLICY

Date:

Group/Vendor/Individual Name:



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CLIENT:	Technology and Information			

PURCHASE OF PRODUCTS MANUFACTURED IN FACTORIES WHERE CHILDREN ARE USED AS SLAVE LABOUR OR OTHER EXPLOITIVE CIRCUMSTANCES WHICH IMPEDES CHILD DEVELOPMENT

Purpose:

To advise suppliers that the City of Toronto does not wish to encourage the use of products manufactured in factories where children are used as slave labour or other exploitive circumstances which impedes child development.

Policy:

Bidders must state where the products offered have been made. City Council does not wish to see products used that have been made in factories in countries where children are used as slave labour or other exploitive circumstances, which impedes child development. Therefore, preference will be given to bidders that obtain products from any country other than the aforementioned, but this criteria will not be used to disqualify any bidder.

Bidders must state where the products offered have been made: _____
(Specify)

Bidders to state if products offered have been made in factories in countries where children are used as slave labour or other exploitive circumstances which impedes child development: _____
(Specify)

This policy will be considered in the evaluation of all Bids received.

CONFLICT OF INTEREST POLICY

This is to advise you that City Council passed a new Conflict of Interest Policy in August 2000 that applies to all City of Toronto employees. This policy replaces the policies that dealt with conflicts of interest or codes of conduct in the former municipalities.

It is imperative that all suppliers be aware of the terms of the policy and understand the various situations, which are clearly a conflict of interest, to ensure that a supplier does not place any City employee in a potential conflict situation, when carrying out their respective business activities with the City of Toronto.

A copy of the policy is available on the City of Toronto's website at www.toronto.ca or by the calling the Supervisor, Client Services at (416) 392-1305.

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**ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE
TRAINING REQUIREMENTS POLICY**

Bidders shall review and comply with the City's policy on Accessible Customer Service Training Requirements for Contractors, Consultants and other Service Providers: <http://www.toronto.ca/citybusiness/policy.htm>

In accordance with this policy, the Successful Bidder shall require any of its personnel (including those of its subcontractors) who deal with members of the public or other third parties on behalf of the City to complete training about the provision of goods or services to persons with disabilities, and shall ensure that detailed training records are maintained and provided to the City upon request.

The training requirements can be fulfilled by completing the e-Learning course "Serve-ability: Transforming Ontario's Customer Service", which can be found on the Ministry of Community and Social Services website: <http://www.mcsc.gov.on.ca/mcsc/serve-ability/splash.html>

POLICY ON DONATIONS TO THE CITY FOR COMMUNITY BENEFITS

Bidders/proponents are required to familiarize themselves and are responsible for complying with the City of Toronto's "Policy on Donations to the City for Community Benefits".

Information about the policy is available at the following links:

1. <http://www.toronto.ca/legdocs/mmis/2009/ex/bgrd/backgroundfile-18578.pdf>
2. <http://www.toronto.ca/legdocs/2006/agendas/council/cc060925/pof7rpt/cl003.pdf>
3. http://www.toronto.ca/top/pdf/donation_policy.pdf

CANADIAN CONTENT POLICY

City Council at its meeting of April 14, 15 and 16th 2003 approved a motion to suspend the City of Toronto's Canadian Content Policy.

Please note that until further notice Canadian Content will not be considered in the evaluation of bids/proposals received.

**MUNICIPAL FREEDOM OF INFORMATION AND
PROTECTION OF PRIVACY ACT**

The Municipal Freedom of Information and Protection of Privacy Act (the Act) applies to all tenders, quotations and proposals submitted to the City of Toronto. Tenders, quotations and proposals will be received in confidence subject to the disclosure requirements of the Act. Bidders/proponents should identify any portions of their tender/quotation/proposal which contain a trade secret, scientific, technical, financial, commercial or labour relations information supplied in confidence and which will cause harm if disclosed. Questions about the Act should be directed to the Director of Corporate Access and Privacy Office, (416) 392-9683.

Please be aware that bidders' names and the total amount of bid are always made public.

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COLLUSION AND PRICE FIXING

By submitting a bid in response to this Quotation Request, the bidder certifies that:

- a) the prices in the Bid have been arrived at independently of those of any other Bidder;
- b) the prices in the Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to the award of purchase, directly or indirectly, to any other Bidder or competitor; and
- c) no attempt has been made, or will be made, to induce any other person to submit or not to submit a Bid, for the purpose of restricting competition.

In the event of a tied bid, a report will be submitted to the relevant Committee or Council stating that the bids can be evaluated on any other efficiencies or cost considerations other than price. In the event of a tied bid, the City reserves the right to cancel and re-issue this requirement.

BOTTLED WATER POLICY

On December 1-3, 2008, City Council adopted a policy on banning the sale and/or distribution of bottled water immediately in Civic Centres and by December 31, 2011 in City facilities. Bidders are required to comply with this policy. The Council report is found at the link below (PW20.1, item #17).

<http://www.toronto.ca/legdocs/mmis/2008/cc/decisions/2008-12-01-cc27-dd.pdf>

RIGHT TO REJECT DEBTORS AND SET OFF POLICY

NOTE: On June 14, 15 & 16, 2005, City Council amended the Right to Reject Debtors and Set Off Policy. Effective immediately, Bidders are no longer required to submit the declaration form as part of their response.

PURPOSE

1.0 Purpose

To protect the interests of the taxpayers of the City of Toronto by reserving the right to the City to reject an offer to supply goods and/or services through the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected.

To make it clear to persons responding to a call or request from the City that the Chief Financial Officer and Treasurer may choose to exercise any legal or equitable right of set-off against any person who becomes indebted to the City during the provision of their services and may re-direct payments to otherwise due to such person towards repayment of outstanding amounts owed to the City.

Note: Adopted by Council at its meeting held on July 20, 21, 22, 2004, Report No. 5, Clause 8, Administration Committee.

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POLICY

2.0 Application

This policy shall apply to all calls and proposals issued by the City of Toronto's Purchasing and Materials Management Division (PMMD).

3.0 Definitions

"bid" means a formal price response to a call issued by the City;

"bidder" means any person submitting a competitive bid in response to a call by the City;

"call" means a solicitation from the City to external suppliers or providers to submit a tender or a quotation;

"controlling interest" means the interest that a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than 10 per cent of the voting rights attached to all equity shares of the corporation for the time being outstanding;

"indebted" includes *but is not limited to* unpaid taxes, outstanding claims, judgements or executions, arrears of rent and any interest and penalty thereon owing by a person to the City;

"parent" means a person who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child;

"person" shall include any individual, sole proprietorship, partnership, corporation or other entity with the legal capacity to contract;

"procurement processes" includes any call or request issued by PMMD pursuant to Chapter 195, Purchasing, of the City of Toronto Municipal Code;

"related person" means a parent or the spouse or any child of the person or any person or entity having an indirect pecuniary interest as set out in section 4.0;

"request" means a solicitation from the City to external suppliers or providers to submit a proposal;

"senior officer" means the chair or any vice-chair of the board of directors, the president, any vice-president, the secretary, the treasurer or the general manager of a corporation or any other person who performs functions for the corporation similar to those normally performed by a person occupying any such office;

"spouse" means a person to whom the person is married or with whom the person is living in a conjugal relationship outside marriage.

4.0 Indirect pecuniary interest

A person has an indirect pecuniary interest in any matter in which another person is concerned, if:

- (a) the person or his or her nominee,
 - (i) is a shareholder in, or a director or senior officer of the other person, being a corporation that does not offer its securities to the public;
 - (ii) has a controlling interest in or is a director or senior officer of the other person, being a corporation that offers its securities to the public, or
 - (iii) is a member of the other person; or

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(b) the person is a partner of the other person or is in the employment of the other person.

5.0 Right to Reject

It shall be the policy of the City of Toronto that in any procurement of goods and services by the City, the City reserves the right to reject an offer to supply goods and/or services presented in response to the City's procurement processes where the City determines that the person making the offer is in any way indebted to the City and in its sole discretion is of the opinion that it is in the City's best interests that the offer be rejected. For the purpose of this section 5.0, "person making the offer" includes the person actually making the offer, whether as agent or principal, a person on whose behalf the offer is made and any related person.

5.1 Process

All calls or proposals issued by PMMD on behalf of City Divisions shall include a copy of this policy.

5.2 Declaration

All persons responding to a procurement process from PMMD shall include in their response a fully executed Declaration in the form attached hereto as entitled "Right to Reject Debtors Policy Declaration". The City acknowledges as an internal practice PMMD shall be entitled to rely on the contents of the Right to Reject Debtors Policy Declaration in making a determination of disqualification. All responses not containing this fully executed Declaration shall be rejected as incomplete.

6.0 Determination of Disqualification

The Chief Administrative Officer of the City or designate shall have, in consultation with the Chief Financial Officer and Treasurer, the City Solicitor and the Commissioner of the City Division on whose behalf PMMD has issued a procurement process, the sole discretion to reject a bid on the basis of this policy in the best interests of the City.

6.1 Notification of Rejection

Once a decision to reject a bid has been made by the City under sections 5.0 and 6.0 hereof, PMMD shall forthwith notify the affected person of the decision by way of a notice in writing delivered to the address provided by the person in the particular procurement process from which that the bid has been rejected, provided, however, that any such rejection is not conditional upon the delivery or receipt of such notice in writing.

7.0 Set-Off

The Chief Financial Officer and Treasurer, in consultation with the City Solicitor, may choose to exercise any legal or equitable right of set-off against any person who becomes indebted to the City during the provision of their services and may re-direct payments otherwise due to such person towards repayment of outstanding amounts owed to the City.

8.0

Where a disqualified person is otherwise the lowest bidder whose bid meets the specifications and requirements set out in the call or request, such bid will be referred to a standing committee of council in accordance with the provisions of Schedule 195, Purchasing, of the Municipal Code



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RIGHT TO REJECT DEBTORS POLICY DECLARATION

NOTE: On June 14, 15 & 16, 2005, City Council amended the Right to Reject Debtors and Set Off Policy. Effective immediately, Bidders are no longer required to submit the declaration form as part of their response.

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DO NOT SUBMIT

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NOTICE TO ALL BIDDERS: CHANGES TO FAIR WAGE POLICY

Changes to the City of Toronto Fair Wage Policy and Schedules effective August 1, 2003

The updated Fair Wage Policy and Schedules approved by City Council in June are **effective August 1, 2003** and apply to all quotations, tenders and proposals issued by the City of Toronto as of that date. The Labour Trades Obligations in the Construction Industry continue to apply.

Quotations, tenders, and proposals issued prior to August 1, 2003, will continue to be in accordance with the Fair Wage Policy and Schedules as of the date tendered and will continue until the duration of the contract.

Highlights of the Approved Changes – see attached Policy

- Clarity in application of the Fair Wage Policy and Labour Trades Contractual Obligations in the Construction Industry document (e.g. the provisions of the Fair Wage Policy apply equally to Contractors and Sub-Contractors engaged in work for the City of Toronto; Contractors will be responsible for any violations or non-compliance issues arising from the engagement of any Sub contractor on City work);
- Definition of non-compliance: Contractor or Sub-contractor fails to co-operate with the Fair Wage Office; Contractor or Sub-Contractor violates the Fair Wage or the Labour Trades requirements
Note: if a Sub-Contractor is in violation of the Fair Wage Policy, non-compliance applies to both the Contractor and Sub-Contractor;
- Disqualification provisions for non-compliance: if two separate instances over a period of three years, contractor/sub-contractor may be disqualified from conducting business with the City for a period of two years; after the disqualifying period contractor/sub-contractor will be placed on probation for the next contract year; during probation, one instance of non-compliance may result in disqualification for an indefinite period of time;
- All violations will be reported to the City of Toronto Government Management Committee and names of disqualified firms will be posted on the City of Toronto website;
- Increased Administration Fee from 10% to 15% for all violations;
- Fair Wage Office investigations up to six months after substantial work completion and final payment;
- Circumstances in which the Fair Wage Office may recommend the next lowest bidder.

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

Fair Wage Policy*

A1. Definitions

As used in this Fair Wage Policy, the following terms have the meaning indicated:

APPRENTICE – An Individual who has entered into a registered training agreement under which the individual is to receive workplace-based training in a trade, other occupations or skill set as part of an apprenticeship program approved by the Ontario Ministry of Training, Colleges and Universities.

APPRENTICESHIP PROGRAM – A program recognized by Ontario Ministry of Training, Colleges and Universities which provides for the qualification, recruitment, selection, employment, and training on the job. Apprenticeship and training leads to Ontario Certification of Qualification and Apprenticeship for Journey person status, which is recognized by employer and employee representatives of industry.

CONTRACT – A legal, business agreement between the City of Toronto and the contractor to perform work or services or to provide materials and supplies.

CONTRACTORS – Any person or business entity with whom the City enters into a contract with to perform the work or provide services.

FAIR WAGE SCHEDULE – Stipulated rates of pay for different classifications of work produced and obtainable from the Fair Wage and Labour Trades Office.

FIELD WORK – All work in performance of the contract that is not shop work.

FRINGE BENEFITS – Includes such benefits as company pension plans, extended health care benefits, dental and prescription plans, etc. It does not include legislated payroll deductions such as C.P.P., E.H.T., W.S.I.B. or E.I.C.

NON-COMPLIANCE – The occurrence of any of the following conditions:

- A. Contractor fails to co-operate with the Manager, Fair Wage Office in fulfilling his/her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry.
- B. Sub-contractor fails to co-operate with the Manager, Fair Wage Office in fulfilling his/her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry.
- C. Contractor or sub-contractor has been found in violation of the Fair Wage Policy (non-compliance applies to both contractor and sub-contractor).
- D. Contractor has been found in violation of the Labour Trades Contractual Obligations in the Construction Industry.
- E. Sub-contractor has been found in violation of the Labour Trades Contractual Obligations in the Construction Industry.

PROCUREMENT CALL DOCUMENT – Includes a Tender, Request for Quotations and a Request for Proposals as issued by the Purchasing and Materials Management Division, and as defined in Chapter 195 of the Toronto Municipal Code.

SHOP WORK – Any work in performance of the contract that is done in or at any factory, foundry, shop or place of manufacture not located at or upon the site of the work, and not operated solely for the purpose of the work.

SUB-CONTRACTOR – Any person or business entity not contracting with or employed directly by the City but who supplies services or materials to the improvement under an agreement with the contractor or under the contract with another sub-contractor.

WAGES or RATE OF WAGES – Includes the hourly rate, vacation and holiday pay and any applicable amount for fringe benefits shown in the current Fair Wage Schedule, to be paid to the worker as part of the worker's wages or for the worker's benefit provided for in any collective agreement applicable to that worker.

WORKERS – Includes mechanics, workers, labourers, owners and drivers of a truck or other vehicle employed in the execution of the contract by the contractor or by any sub-contractor under them and clerical staff.

*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67) FW R (10/07)

A2. City of Toronto Council references

- A. City of Toronto Council, by the adoption of Corporate Services Committee Report 13, Clause 1, as amended, at its meeting of October 1 and 2, 1998, directed that the Fair Wage Policy of the former Municipality of Metropolitan Toronto be adopted for all City Divisions, agencies, boards and commissions and replace all existing fair wage policies of the former local municipalities.
- B. City of Toronto Council, by the adoption of Administration Committee Report 7, Clause 1, as amended, at its meeting of June 18, 19 and 20, 2002, directed that certain changes be made to the Fair Wage Policy and Procedures.
- C. City of Toronto Council, by the adoption of Administration Committee Report 5, Clause 2, at its meeting of June 24, 25 and 26, 2003, directed that certain further changes be made to the Fair Wage Policy and Procedures, and to the Fair Wage Rate Schedule.
- D. City of Toronto Council, by the adoption of Government Management Committee Item 8.9, at its meeting of October 22 and 23, 2007, directed that certain changes be made to the Fair Wage Policy.

A3. Purpose and history of Fair Wage Policy

- A. The Fair Wage Policy has as a central principle the prohibition of the City doing business with contractors, sub-contractors and suppliers who discriminate against their workers.
- B. Originally implemented in 1893 to ensure that contractors for the City paid their workers the union rates or, for non-union workers, the prevailing wages and benefits in their field, the Fair Wage Policy has expanded over the years to other non-construction classifications such as clerical workers.
- C. The policy also requires compliance with acceptable number of working hours and conditions of work in order to protect the rights of workers.

A4. Intent of Fair Wage Policy

The intent of the Fair Wage Policy can be summarized as follows:

- A. To produce stable labour relations with minimal disruption;
- B. To compromise between the wage differentials of organized and unorganized labour;
- C. To create a level playing field in competitions for City work;
- D. To protect the public; and
- E. To enhance the reputation of the City for ethical and fair business dealings.

A5. Application

- A. The provisions of the Fair Wage Policy apply equally to contractors and all sub-contractors engaged in work for the City of Toronto. It is understood that contractors cannot sub-contract work to any sub-contractor at a rate lower than called for in the Fair Wage Policy.
- B. The fair wage rates do not apply to small businesses, typically those with owner-operators, or partnerships, or principals of companies as long as they undertake the work themselves.
- C. It should be noted that under the above City of Toronto Council reference authorities, the conditions of the Fair Wage Policy cannot be waived, unless authorized by Council to do so.

A6. Establishment of rates

- A. Establishing fair wage rates and schedules are intended to minimize potential conflicts between organized and unorganized labour in the tendering and awarding of City contracts.
- B. Certain designated construction-related rates are based on the lowest rate established by collective bargaining, while the wage rates for other classifications are based on market and industrial surveys in accordance with the prevailing wages for non-union workers in the geographic area.
- C. The City encourages contractors to hire and train apprentices under approved apprenticeship programs. Apprentices/trainees will be assessed based on Provincial Qualification Apprenticeship Certification Criteria.

*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)
FW R (10/07)

- D. Fair wage rates, including rates for apprentices, are established through discussion between the Fair Wage Office and with employee and employer groups and associations (having both union and non-union members). This discussion will also include appropriate apprenticeship programs for construction-related trades.
- E. The proper wage rates to be paid to apprentices/trainees are those specified by a particular industry program in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination. In the event employees reported as apprentices and trainees have not been properly registered, or are utilized at the jobsite in excess of the ratio of journeymen permitted under the approved program, they must be paid the applicable schedule of wage rate. The Manager, Fair Wage Office may assess established employee work history as to determine the appropriate apprentice/trainee level.
- F. These rates are reviewed by the above-noted groups and are recommended to Council, by the Manager, Fair Wage Office for approval every three years.

A7. Contractor and sub-contractor responsibilities

- A. Contractors will be responsible for any violations or non-compliance issues arising from the engagement of any sub-contractor on City work.
- B. The contractor or sub-contractor shall pay or cause to be paid weekly or biweekly to every worker employed in the execution of the contract wages at the following rates, namely:
 - (1) For workers employed in shop work:
 - (a) The union rate of wages in the particular district or locality in which the work is undertaken for any class or work in respect of which there is such union rate; and
 - (b) For any class of work for which there is no such union rate, the rate of wages shall be the rate of wages, as determined by the Manager, Fair Wage Office prevailing in the particular district or locality in which the work is undertaken.
 - (2) For workers employed in field work:
 - (a) Where the contractor or sub-contractor is in contractual relationship with a union recognized by the Ontario Labour Relations Board as the bargaining agent for the relevant workers, the applicable rate of wages set out in the collective agreement; and
 - (b) Where there is no such contractual relationship, a rate not less than that set out for such work in the Schedule of Wage Rates files by the Manager, Fair Wage Office, with the City Clerk of the Corporation after being first approved by Toronto Council; and
 - (c) For any class of work for which there is no rate, the rate of wages shall be the rate of wages, as determined by the Manager, Fair Wage Office, prevailing in the particular district or locality in which the work is undertaken.
- C. The contractor and sub-contractor shall:
 - (1) At all times keep a list of the names and classifications of all workers employed in the work, the hourly rate and hours worked per day and a record of the amounts paid to each.
 - (2) From time to time, if demanded by the Manager, Fair Wage Office, furnish a certified copy of all paysheets, lists, records and books relating to the work and keep the originals thereof open at all times for examination by the Manager.
 - (3) At all times furnish and disclose to the said Manager any other information respecting wages of workers that may be desired by the Manger in connection with the work.
 - (4) Attach to all accounts rendered for payment of money upon the contract, a declaration affirming that the requirements of the Fair Wage Policy have been fully complied with.
 - (5) Display legible copies of this Fair Wage Policy in a prominent position in his or her workshop(s), accessible to all employees.
- E. The contractor or sub-contractor shall not compel or permit any worker engaged for the work to work more than the number of hours per day and the number of hours per week set out in the Fair Wage Schedule for the particular type of

work involved except in case of emergency, and then only with the written permission of the Commissioner or head of the Division having charge of the work or the person then acting as such.

*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67) FW R (10/07)

A8. Responsibilities of Manager, Fair Wage Office

- A. To fulfil the duties of the Manager, as set out in Chapter 67 of the Toronto Municipal Code, 67-A3
- B. In every procurement call to which the Fair Wage Policy applies, the Manager, Fair Wage Office, will determine the applicable Fair Wage Schedules for the work requested in the procurement call, or whether unionized workers need to be utilized for the work requested in the procurement call as per Chapter 67 Schedule B Labour Trades Contractual Obligations in the Construction Industry.
- C. Once the applicable Fair Wage Schedule is determined for a specific procurement call, the Manager, Fair Wage Office will provide a copy of the Fair Wage Schedule to Purchasing and Materials Management Division to insert into the procurement document, before the procurement documentation is issued.
- D. In case of a jurisdictional dispute or dispute as to rate of wages to be paid under the contract or as to the amount to be paid to any worker or apprentice, the decision of the Manager, Fair Wage Office, shall be final and binding upon all parties.
- E. After the procurement call closes, the Manager, Fair Wage Office, at the request of Purchasing and Materials Management Division, will send a fair wage declaration form to the three lowest bidders, to determine if the bidder will comply with the fair wage policy and fair wage schedule.

A9. Penalty Provisions

- A. If the contractor or sub-contractor fails to pay any worker wages at the rate called for in Chapter 67-A7, the City may:
 - (1) Charge an administrative fee not in excess of 15 per cent of the balance necessary to make up the amount that should have been paid from the contractor's progress draw or holdback; and
 - (2) Pay the worker(s) directly for any back-wages owing directly from the contractor's progress draw or holdback.
- B. If a tenderer or bidder is found not to comply with the Fair Wage Policy, the Manager may recommend the next lowest bidder for contract aware to Purchasing & Materials Management Division in the following circumstances:
 - (1) On the declaration form discussed in Chapter 67-A8E, a contractor or sub-contractor does not meet the Fair Wage Schedules.
 - (2) An investigation is underway and the firm does not co-operate in providing timely information within 5 business days after being requested by the Manager, Fair Wage Office in fulfilling his or her responsibilities under the Fair Wage Policy and the Labour Trades Contractual Obligations in the Construction Industry and, operationally, the provision of goods and/or services cannot be delayed.
 - (3) A contractor or sub-contractor is in violation of the Fair Wage Policy and has not paid restitution to its workers.
 - (4) A contractor or sub-contractor is unable to comply with the City of Toronto Labour Trades Contractual Obligations in the Construction Industry.

A10. Disqualification Provisions

- A. When a contractor or any sub-contractor is found to be in non-compliance with the provisions of the Fair Wage Policy in two separate instances over a period of three years inclusive, the Manager, Fair Wage Office must report and may recommend to the Government Management Committee that the said contractor or sub-contractor be disqualified from conducting business with the City for a period of two years, inclusive.
- B. The disqualification period will start from the day of the decision of Council.
- C. After the disqualifying period is over, the said contractor or sub-contractor will be placed on probation for the next year. If another non-compliance violation occurs, the Manager, Fair Wage Office must report and may recommend

to the Government Management committee that the said contractor or sub-contractor; be disqualified from conducting business with the City for an indefinite period of time.

All non-compliance activities (including firm names) and disqualification statistics will be reported to Council annually. Disqualified firms will be published on the City's website.

*Fair Wage Policy – (extracted from Schedule A of the City of Toronto Municipal Code, Chapter 67)
FW R (10/07)

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QUOTATION REQUEST

NUMBER:	9135-15-7004	ISSUED:	January 5, 2014	CLOSING 12 NOON ON January 21, 2015
REFER TO:	Beth Richardson, 416-338-5586	REQ. #	Email	
CLIENT:	Information and Technology			

Schedule "A"

Price Form

Unit prices quoted shall include the Non-Exclusive Supply And Delivery Of Microsoft Office 2013 (Including Visio 2013, Project 2013 And Sharepoint 2013) Desktop Application Training Services For City Of Toronto Staff Over A Four (4) Year Period From January 1, 2015 To December 31, 2018, with the option for the city to renew for one (1) additional one (1) year period. Excluding harmonized sales tax (hst)

In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly and adjustments resulting from the correction will be applied to the total bid price quoted.

Instructions:

- (1) For each item below, indicate the required information for all Periods.
- (2) For the City's information purposes only, please **clearly** check which skill level, Intermediate or Advanced, for which you are submitting a price offer. Your response will not form part of the evaluation.

Special note:

- (1) Unit Rate is to be based on independent enrollment per year.



QUOTATION REQUEST

NUMBER: 9135-15-7004

ISSUED: January 5, 2015

CLOSING 12 NOON ON

REFER TO: Beth Richardson, 416-338-5586

REQ. # Email

January 21, 2015

CLIENT: Information and Technology

ITEM	DESCRIPTION	ESTIMATED QUANTITY PER YEAR	YEAR 1 (Jan.1, 2015 - Dec. 31, 2015)		YEAR 2 (Jan. 1, 2016 – Dec. 31, 2016)		YEAR 3 (Jan. 1, 2017 – Dec. 31, 2017)		YEAR 4 (Jan. 1, 2018 – Dec. 31, 2018)	
			(A)	UNIT RATE (B)	TOTAL (AxB)	UNIT RATE (B)	TOTAL (AxB)	UNIT RATE (B)	TOTAL (AxB)	UNIT RATE (B)
1	Word Basic	5 students	\$ _____ / student	\$ _____	\$ _____ / student	\$ _____	\$ _____ / student	\$ _____	\$ _____ / student	\$ _____
2	<input type="checkbox"/> Word Intermediate or <input type="checkbox"/> Word Advanced	5 students	\$ _____ / student	\$ _____	\$ _____ / student	\$ _____	\$ _____ / student	\$ _____	\$ _____ / student	\$ _____
3	Excel Basic	20 students	\$ _____ / student	\$ _____	\$ _____ / student	\$ _____	\$ _____ / student	\$ _____	\$ _____ / student	\$ _____
4	<input type="checkbox"/> Excel Intermediate or <input type="checkbox"/> Excel Advanced	40 students	\$ _____ / student	\$ _____	\$ _____ / student	\$ _____	\$ _____ / student	\$ _____	\$ _____ / student	\$ _____



QUOTATION REQUEST

NUMBER:	9135-15-7004	ISSUED:	January 5, 2015	CLOSING 12 NOON ON January 21, 2015
REFER TO:	Beth Richardson, 416-338-5586	REQ. #	Email	
CLIENT:	Information and Technology			

ITEM	DESCRIPTION	ESTIMATED QUANTITY PER YEAR	YEAR 1 (Jan.1, 2015 - Dec. 31, 2015)		YEAR 2 (Jan. 1, 2016 – Dec. 31, 2016)		YEAR 3 (Jan. 1, 2017 – Dec. 31, 2017)		YEAR 4 (Jan. 1, 2018 – Dec. 31, 2018)	
			(A)	UNIT RATE (B)	TOTAL (AxB)	UNIT RATE (B)	TOTAL (AxB)	UNIT RATE (B)	TOTAL (AxB)	UNIT RATE (B)
5	PowerPoint Basic	15 students	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____
6	<input type="checkbox"/> PowerPoint Intermediate or <input type="checkbox"/> PowerPoint Advanced	25 students	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____
7	Access Basic	15 students	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____
8	<input type="checkbox"/> Access Intermediate or <input type="checkbox"/> Access Advanced	20 students	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____



QUOTATION REQUEST

NUMBER: 9135-15-7004

ISSUED: January 5, 2015

CLOSING 12 NOON ON

REFER TO: Beth Richardson, 416-338-5586

REQ. # Email

January 21, 2015

CLIENT: Information and Technology

ITEM	DESCRIPTION	ESTIMATED QUANTITY PER YEAR	YEAR 1 (Jan.1, 2015 - Dec. 31, 2015)		YEAR 2 (Jan. 1, 2016 – Dec. 31, 2016)		YEAR 3 (Jan. 1, 2017 – Dec. 31, 2017)		YEAR 4 (Jan. 1, 2018 – Dec. 31, 2018)	
			(A)	UNIT RATE (B)	TOTAL (AxB)	UNIT RATE (B)	TOTAL (AxB)	UNIT RATE (B)	TOTAL (AxB)	UNIT RATE (B)
9	Project Basic	15 students	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____
10	<input type="checkbox"/> Project Intermediate or <input type="checkbox"/> Project Advanced	20 students	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____
11	Visio Basic	10 students	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____



QUOTATION REQUEST

NUMBER:	9135-15-7004	ISSUED:	January 5, 2015	CLOSING 12 NOON ON January 21, 2015
REFER TO:	Beth Richardson, 416-338-5586	REQ. #	Email	
CLIENT:	Information and Technology			

ITEM	DESCRIPTION	ESTIMATED QUANTITY PER YEAR	YEAR 1 (Jan.1, 2015 - Dec. 31, 2015)		YEAR 2 (Jan. 1, 2016 – Dec. 31, 2016)		YEAR 3 (Jan. 1, 2017 – Dec. 31, 2017)		YEAR 4 (Jan. 1, 2018 – Dec. 31, 2018)	
			(A)	UNIT RATE (B)	TOTAL (AxB)	UNIT RATE (B)	TOTAL (AxB)	UNIT RATE (B)	TOTAL (AxB)	UNIT RATE (B)
12	<input type="checkbox"/> Visio Intermediate or <input type="checkbox"/> Visio Advanced	25 students	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____
13	SharePoint Basic	10 students	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____
14	<input type="checkbox"/> SharePoint Intermediate or <input type="checkbox"/> SharePoint Advanced	25 students	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____	\$ _____ /student	\$ _____



QUOTATION REQUEST

NUMBER: 9135-15-7004 ISSUED: January 5, 2015 CLOSING 12 NOON ON
REFER TO: Beth Richardson, 416-338-5586 REQ. # Email January 21, 2015
CLIENT: Information and Technology

			Total Year 1	\$ _____	Total Year 2	\$ _____	Total Year 3	\$ _____	Total Year 4	\$ _____
GRAND TOTAL (Year 1 + Year 2 + Year 3 + Year 4)			\$ _____							

Option Term

If bidding on option term, please include your maximum percentage increase for all items in the Price Schedule for each term. Maximum percentage increase will be rounded to two (2) decimal places to reflect new unit pricing.

OPTION TERM 1
JANUARY 1, 2019 TO
DECEMBER 31, 2019

% (maximum)



NOTICE OF "NO BID"

QUO.#:	9135-15-7004 BR
CLOSING DATE:	January 21, 2015

IMPORTANT - PLEASE READ THIS

It is important to the City to receive a reply from all invited bidders. There is no obligation to submit a quotation; however, should you choose not to bid, completion of this form will assist the City in determining the type of goods or services you are interested in bidding on in the future.

INSTRUCTIONS:

If you are unable, or do not wish to bid on this quotation, please complete the following portions of this form. State your reason for not bidding by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other quotation documents. Return the completed form prior to the official closing date.

		Other reasons or additional comments
1.	We do not manufacture/supply this commodity	
2.	We do not manufacture/supply to this specification	
3.	Unable to quote competitively	
4.	Cannot handle due to present plant loading	
5.	Quantity/job too large	
6.	Quantity/job too small	
7.	Cannot meet delivery/completion requirements	
8.	Agreements with distributors/dealers do not permit us to sell direct	
9.	Licensing restrictions	

Yes No

Do you wish to bid on these goods/services in the future?

For City's use only - Do not write in this space

Company Name:	
Address:	
Signature of Company Representative:	
Position:	
Date:	Tel. No.: