Appendix ‘E’

1. **Organization’s Responsibility**

   It shall be the responsibility of each Organization:
   
   (a) to examine all the components of this RFP, including all appendices, forms and addenda;
   
   (b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
   
   (c) to become familiar, and (if it becomes a successful Organization) comply, with all of the City’s Policies and Legislation set out on the City of Toronto website at [http://www.toronto.ca/calldocuments/policy.htm](http://www.toronto.ca/calldocuments/policy.htm)

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

2. **City Contacts and Questions**

   All contact and questions concerning this RFP should be directed in writing to the City employee(s) designated as “City Contact” in the Notice to Potential Organizations.

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

   From and after the date of this RFP until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Organization, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any potential Organization, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified on page 1 on this RFP.

   Organizations should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of $25,000.00 on a first conviction and $100,000.00 on each subsequent conviction. In addition, the City's Procurement Processes Policy provides that any Organization found in breach of the policy may be subject to disqualification from the call or a future call or calls at the discretion of Council.
Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140 shall apply.

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

http://www.toronto.ca/legdocs/municode/1184_140.pdf

3. Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the City’s website at www.toronto.ca/affordablehousing. Organizations and prospective Organizations SHOULD MONITOR THAT SITE as frequently as they deem appropriate until the day of the Deadline. Only answers to issues of substance will be posted. The City reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Organizations to revise their Proposals.

The City’s Affordable Housing Office, if applicable, will make reasonable efforts to issue the an Addendum (if any) no later than two (2) days prior to the Deadline.

4. Exceptions to Mandatory Requirements, Terms and Conditions

If a Organization wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the City in writing. The Organization must clearly identify any such requirement, 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 requirements, terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

5. Omissions, Discrepancies and Interpretations

A Organization who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the City 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 shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.
6. **Incurred Costs**

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

The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any firm that submits a Proposal.

7. **Post-Submission Adjustments and Withdrawal of Proposals**

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

An Organization may withdraw its Proposal at any time prior to the Deadline by notifying the contact for the Affordable Housing Office designated in this RFP in writing on company letterhead or in person, with appropriate identification. Telephone and e-mail requests will not be considered.

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

After the Deadline each submitted Proposal shall be irrevocable and binding.

If the City makes a request to an Organization for clarification of its Proposal, the Organization will provide a written response accordingly; this shall then form part of the Proposal.

8. **Prohibition against Gratuities**

No Organization and no employee, agent or representative of the Organization, 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 RFP, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the City's obligations there under 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 Organization, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

9. **Acceptance of Proposals**

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

The City may, without incurring any liability or cost to any Organization:

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

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

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

If, in the opinion of the City, any Organization has clearly misinterpreted the work or underestimated the value of the work to be performed as reflected in its Proposal content and submitted cost, or all or any or any combination of them, then the City may reject its Proposal as not representative of the scope of the work.

11. Conflicts of Interest
In its Proposal, the Organization 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 Proposal.

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

If, during the Proposal evaluation process or the negotiation of the Agreement, the Organization is retained by another client giving rise to a potential conflict of interest, then the Organization will so inform the City. If the City requests, then the Organization will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

12. Ownership and Confidentiality of City-Provided Data
All correspondence, documentation and information provided by City staff to any Organization or prospective Organization in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

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

13. Ownership and Disclosure of Proposal Documentation
The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Organization in connection with, or arising out of this RFP, once received by the City:

a) shall become the property of the City and may be appended to the Agreement with the successful Organization;

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 Organizations are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Organization’s name at a minimum shall be made public. Proposals will be made available to members of City Council provided that their requests have been made in accordance with the City’s procedure and may be released to members of the public pursuant to MFIPPA.

Each Organization warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the 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 Proposal.

15. Failure or Default of Organization
If the Organization, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Organization under the terms of the RFP, the City may disqualify the Organization. In addition, the City may abandon the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void.

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