

DUKE Heights Business Improvement Area

Request for Proposals

“Mini Duke Markers” – Finch Ave West

Schedule

Issued on: August 21, 2017
Last Date for Questions: September 18, 2017
Closing Date: September 25, 2017

Submission

Deliver physical copy to:
2 Champagne Dr. - Suite C9
Toronto, ON
M3J 0K2

DUKE Heights Business Improvement Area
Request for Proposal
“Mini DUKES” - Finch Avenue West

1.0 INTRODUCTION

The Duke Heights Business Improvement Area is seeking to design, fabricate and deliver a series of interrelated “Duke Markers” along Finch Avenue West. The Duke Markers are to be imaginative three dimensional features that act as Duke Heights branding, provide pedestrian amenity, and are highly visible at daytime and nighttime. The Duke Markers are part of streetscape improvements Duke Heights will be implementing along Finch Avenue.

Qualified teams, led by a designer, are invited to submit their proposals for consideration.

Proposals will be evaluated by the Duke Heights BIA from which a team will be selected to design and the fabrication of Duke Markers. See attachment in “Appendix F” for a sample from The Planning Partnership attached to this document.

The DUKE Heights BIA is home to 2,300 businesses and employs over 30,000 workers. It is one of the largest BIAs in Canada. There is a diversity of industry within the BIA – it hosts the second largest manufacturing base in the City. Other sectors include office, healthcare, technology, warehousing, petrochemicals, retail, consumer goods, education, finance, legal, media, recreation, service and transportation. York University and Seneca College are steps away. The imminent arrival of new public transit is already catalyzing new development near the stations.

Geographically, Duke Heights is located at the centre of the Greater Toronto Area. It has tremendous access to the 401, 400 and 407 highways. The new Toronto-York Spadina Subway Extension is scheduled to begin operation in 2017, and will have two stops within the BIA at Downsview Park and Finch West. New GO train service at Downsview Park station will coincide with the opening of the subway. Metrolinx will begin construction of the Finch West LRT in 2017, which will connect with the Finch West station.

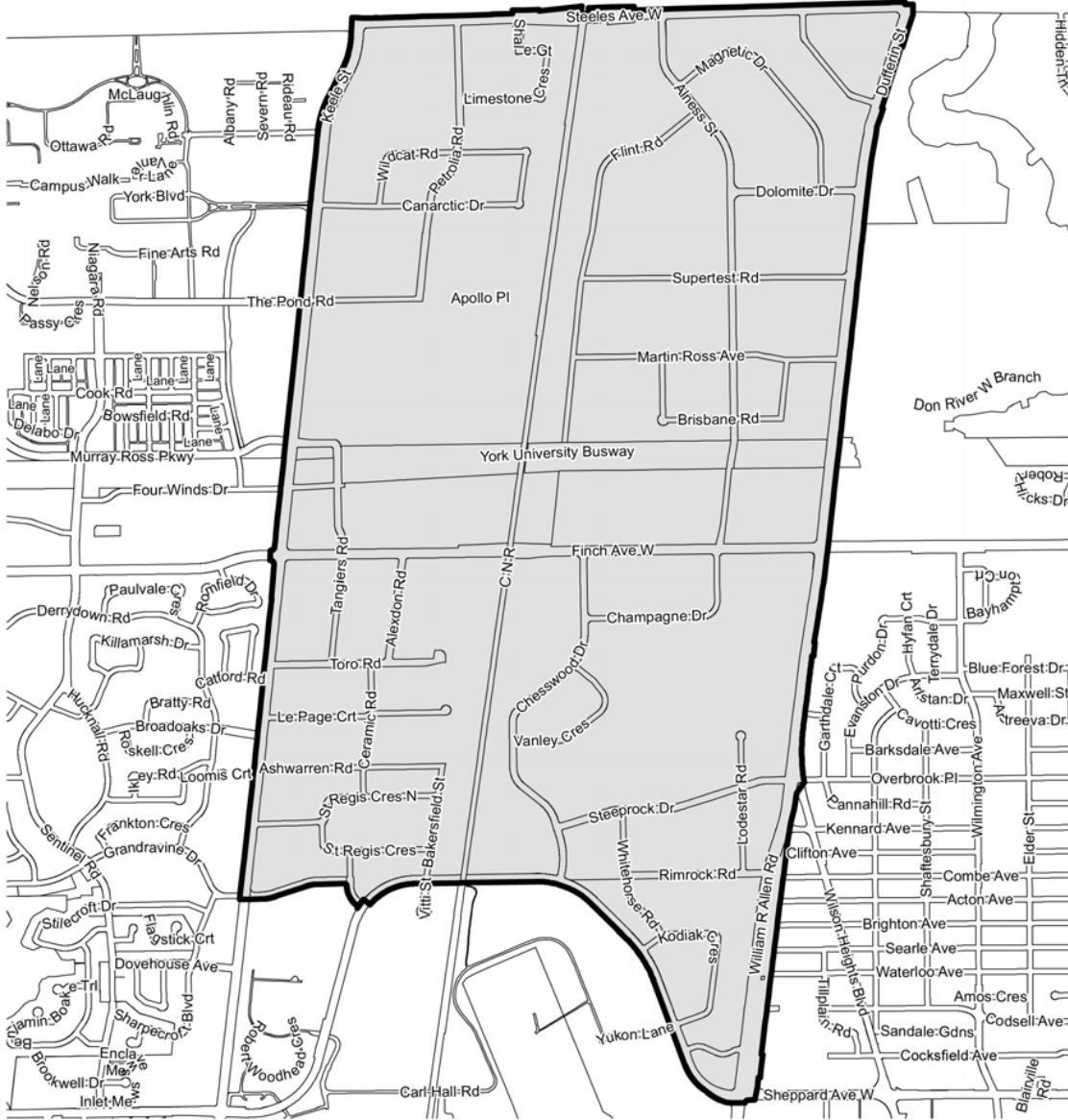
These initiatives will create one of the most connected and accessible areas in the Greater Golden Horseshoe.

The DHBIA’s mandate is to initiate and oversee community improvements such as beautifying the streetscape, creating a sense of place, instilling civic pride in the neighbourhood and promoting the area's unique features. Further information about the DHBIA is found at www.dukeheights.ca

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DuKe Heights Business Improvement Area



2.0 BACKGROUND & GENERAL SCOPE OF WORK

Finch Avenue West

Historically, Finch Avenue developed as an automobile-dependent arterial road solely dedicated to the movement of motor vehicles. Today, Finch has outgrown its origins. It is time to re-balance the street to accommodate all travel modes. Increased space for pedestrians needs to be provided in the form of sidewalks and gathering areas, and include amenities such as seating, shade, demarcated crosswalks, and street furniture, to foster walking and recreation. Dedicated bike lanes will be provided on both sides of the street to create a safer cycling environment. A consistent design quality will be established that includes a continuous and sustainable urban tree canopy.

These initiatives are aimed at realizing the economic benefits of public realm investments, such as increased property values, promoting reinvestment by the private sector, and attracting and maintaining businesses.

A key element of this strategy is to establish gateways at the intersections of Finch Avenue with Keele Street and with Dufferin Street. These are the primary entrances to the BIA from the east and west. They are primary locations for establishing the Duke Heights brand and identity. Along Finch, at the intersections with local and collector roads, minor gateways or identity elements will be established to further reinforce the Duke Heights identity and provide pedestrian amenity.

Locations for Duke Markers

There are thirteen locations for the Duke Markers. They are located at the following intersections:

- Finch and Keele (1)
- Finch and Tangiers (4)
- Finch and Chesswood (4)
- Finch and Champagne (4)

Refer to the key maps provided with this Request for Proposal. All but one of the Duke Markers will be located within the municipal street right of way. The key maps indicate the preferred locations for the Duke Markers. These locations have been selected because they are in visible locations at intersections, adjacent to public sidewalks, and are located with sufficient separation to the vehicular travel way for safety. These drawings will be made available in AutoCAD format for use of the selected team.

Variation in Duke Marker location is permitted, subject to safety and budget considerations. It should be noted that the final location of Duke Markers will be subject to the City's site plan approval process, and therefore to review by various City departments. The proponent's budget and schedule should accommodate this process, including site plan approval and site inspections. Also noted, that the DUKE Heights BIA will review the budget proposal based on a total of 13 locations, but may choose to select fewer locations.

Budget

The proposal will be weighed on a lump sum budget for all 13 Duke Marker. This shall be allocated to design, engineering, fabrication and delivery and any other costs necessary to provide the finished elements. Prices do not include HST.

3.0 DESIGN PARAMETERS

Design Intent

The aesthetic and performance requirements of the Duke Markers is intended to:

- Be visually prominent and easily recognizable along the street, and viewed in 360 degrees
 - Engage the public by being uplifting, interesting, and appealing to a diversity of people
 - Maintain a minimum pedestrian clearway for adjacent sidewalk(s)
 - Feature Duke Heights branding, oriented to be seen and recognized from the traveled portion of the street. The Duke Heights branding includes the D-U-K-E letters set in coloured squares
 - Incorporate seating. It may also include other some kind amenity, such as but not limited to shelter, lighting, and/or wayfinding
 - Be visible at night through lighting (internal or external). The lighting as installed will be solar powered
 - Incorporate empty buried conduit between the lighting and the nearest electrical source to permit a future connection to electrical power
 - One or more of the markers shall incorporate a technology charging station (for cellular phones and/or tablets, and similar devices). The charging station will be solar powered at installation, and must also be able to be linked to electrical power in future.
 - One or more of the markers shall incorporate a WiFi installation. The design and fabrication is only responsible for allowing for the installation of a WiFi router, not for the actual build and installation of this component.
 - Be designed to Best Management Practices to be durable, age well, and suitable for all climactic conditions. It must withstand winter municipal maintenance and salting, and summer heating. It should have a permanent base or footing
 - Be low maintenance, easy to maintain, and resistant to vandalism

Detailed Design Requirements

The selected team will be asked to provide a conceptual design of the Duke Markers, and to submit the following information:

- Site plans illustrating the location of all proposed Duke Markers, their extent, configuration, and relationship to surrounding elements including sidewalks, curbs, trees, and property lines
- Renderings illustrating the Duke Markers insitu
- A written narrative explaining the artistic and branding concept
- Scaled drawings indicating the scale and dimensions of all components of the Duke Markers, including materials, finishes, footings and cabling
- Conceptual construction specifications/methodology
- Overall budget, with allocations for artist/design fees, fabrication, labour, insurance, delivery, taxes, and all other applicable expenditures
- Design, approval, fabrication and installation schedule
- Maintenance requirements, including frequency and estimated cost (not part of budget)

4.0 FABRICATIONS PARAMETERS

Fabrication details

- Responsible ensuring that design elements can be carried out in fabrication
- Responsible for fabrication of Mini DUKES
- Responsible for procurement and compatibility of all other elements, including bench, solar panel elements, recharging parts and electrical wiring and other components included as part of design
- Responsible for the production of a timeline for fabrication, delivery and the coordination of installation with third party installer

Delivery details

- Responsible for logistics, costs of storage and delivery to installation site and coordination with installer and any elements that will allow for the installation that are connected to the fabrication of the MINI DUKE signs
- Responsible for developing process of delivery to third party installer
- Responsible for ensuring that process happens in timeline as per submission

Site Plan Approval and Inspection

- Responsible for ensuring that site plan and City of Toronto permits are completed
- Responsible for onsite inspection of each installation

Note: The DHBIA will be responsible for the tendering of the installation process. The third party installation, however, will need to be coordinated by the design/fabrication team according to the timelines they submit to the DHBIA.

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5.0 QUESTIONS, CLARIFICATIONS AND ADDENDUMS

Questions related to this Request for Proposals, the process of the DUKE Markers should be submitted in writing to info@dukeheights.ca on or before Monday, September 18th, 2017. On the subject line clearly state: "Finch Avenue Markers." Questions of clarification may be answered verbally or through email. Such clarifications may be provided on an individual basis, or, issued as a formal statement of Clarification to all parties.

6.0 RESPONSE EVALUATION AND SELECTION PROCESS

6.1 Selection Committee

All Responses will be evaluated through a comprehensive review and analysis by a Selection Committee, which will include members from the BIA.

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

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

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

6.2 Selection Criteria

The selection of the Vendor will be based on the core pricing (cost) as well as the following criteria:

- Proponent Profile;
- Experience and Qualifications of the Proponent;
- Proposed Staff Team and Resources;
- Work Plan and Deliverables

6.3 Selection Process

The Selection Committee will score the Responses using the evaluation table in Appendix "D". If the submission fails any mandatory requirements, the Response will be rejected. A Proponent's technical portion of the Response must score a minimum 75% (or 45 points out of 60 points) for the Cost of Services to be evaluated. The Response that achieves the highest Total Score will be ranked first. In the event of a tie Total Score, the Proponent achieving the highest score for its technical portion of the Response will be ranked first overall.

6.4 Clarifications

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

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

6.5 Interviews or Demonstrations

A Proponent whose written Response has received a high ranking may be invited to an interview with the Selection Committee, the results of which will be used by the Selection Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Proponent(s). The BIA reserves the right to interview up to a maximum of five (5) top ranked Proponents. The Selection Committee may interview any Proponent(s) without interviewing others, and the BIA will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

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

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

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

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

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

6.6 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee to the BIA. Response evaluation results shall be the property of the BIA.

6.7 Negotiations and Agreement

The award of any Agreement will be at the absolute discretion of the BIA. The selection of a recommended Proponent will not oblige the BIA to negotiate or execute an Agreement with that recommended Proponent. Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of the BIA.

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

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

Any Agreement must contain terms and conditions in the interests of the BIA and be in a form satisfactory to the BIA. Any Agreement will incorporate as schedules or appendices such part of the RFP (including addenda) and the Response submitted in response thereto as are relevant to the provision of the goods and/or services.

The terms and conditions set out in this RFP shall be incorporated in any Agreement entered into with the recommended Proponent. These terms and conditions are mandatory and are not negotiable.

If any Agreement cannot be negotiated within ninety (90) business days of notification to the recommended Proponent, the BIA may, at its sole discretion, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

7.0 PROPOSAL SUBMISSION REQUIREMENTS

7.1 Response Documentation and Delivery

The documentation for each Response:

- a) Must be submitted in a sealed envelope or container (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address.
- b) Must consist of one (1) original (clearly marked as such on its first page) and preferably three (3) full photocopies of:
 - (i) A **Main Response Document** as described in the section below titled **Response Content**, including all attachments and appendices as required. (Mandatory)
 - (ii) **Form 1 (Response Submission Form)** completed and signed by an authorized official of the Proponent. This includes the acknowledgement of all addenda received. (Mandatory) (iii) **Appendix E (Price Detail Form)** completed as indicated. (Mandatory)
- c) Must be completed in a non-erasable medium and signed in ink;
- d) Must not include:
 - (i) Any qualifying or restricting statements;
 - (ii) Exceptions to the terms and conditions of the RFP that have not been approved through an addendum; or
 - (iii) Additional terms or conditions.
- e) Must be delivered no later than the Closing Deadline to:

**MATIAS DE DOVITIIS, DHBIA Executive Director,
2 Champagne Drive, Suite C9
Toronto, ON
M3J 0K2**

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

7.2 Response Content Description

The Response should contain the following items:

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

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

Executive Summary - Provide a summary of the key features of the Response.

7.3 Team Qualifications and Relevant Past Experience -

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- Relevant experience with built projects of similar scale and scope
- Appropriateness of experience of individual team members to technical and performance requirements of Duke Markers
- Creativity and innovation of past work
 - Transferability and appropriateness of past work to Duke Heights context and requirements, including potential to enhance BIA image and surrounding streetscape
- Necessary skills, experience and expertise in the provision of similar services, and, based on these skills, experience and expertise, how they will ensure that the proposed services meet the goals of the project described in this RFP.
- Preferably provide two (2) references only for the purpose of evaluating the Proponent’s experience and track record of success. Note that the DHBIA prefers references for solutions that are similar to the solution being proposed in response to this RFP. For example, solutions for the municipal/public sector, using the same or similar products proposed, projects of similar size, scale and complexity. Each reference should include:
 - the identity of the reference client organization;
 - a contact name and title, address, email address and telephone number;
 - a description of the project;
 - the services that were provided by the Proponent (i.e. project management);
 - date of the project; and
 - Details regarding the scale of the project.
- Experience of the Proponent with other planning projects. Experience involving Business Improvement Areas, government or not for profits is preferred.
- In providing references, Proponents agree that the DHBIA can contact the individuals provided as part of the evaluation process. The DHBIA will make its own arrangements in contacting the references.

7.4 Execution and Examples –

- Demonstrated ability to work collaboratively and deliver projects on-time and on-budget
- Quality of materials, durability, life expectancy, and resiliency (seasonal impacts, municipal winter maintenance) of past work
- It is important that the project is started and completed in an efficient and effective manner:
 - A brief description of your understanding of the work.
 - A description of the proposed methodology and approach to managing the work. This should include a description of phased activities, briefings or reports and how communications and consultation with the DHBIA will be handled.
 - A detailed work plan indicating the project method, schedule, tasks, and deliverables, including construction timetables.
 - An estimated overall timeline of the project, including an indication of how soon you could commence work.
 - Key dates for major deliverables must be clearly defined in the Proponent's detailed work plan.
 - Proposed project staffing over the assignment period should include numbers by “classification” for key staff as well as all other staff.

7.5 Approach and Vision Statement -

1 page written outline of approach to design parameters, budget, process and deliverables

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

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

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

The DHBIA shall not be responsible for any additional costs.

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

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

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

A. Core Pricing

The Proponent must complete and submit the Price Detail Forms located in Appendix "E". A Proponent that does not complete and submit the Price Detail Forms in accordance with the requirements will be declared non-compliant.

The total price quoted must include all labour, profit, other overhead, materials, equipment, licences, analysis, travel, accommodations, communication, transportation and delivery costs (courier, long distance charges, and so on), staff time, disbursements, BIA/Vendor meetings (as and where deemed required by the DHBIA), disbursements and any/all other operational costs and fees associated with the Services, excluding all applicable taxes. The DHBIA shall not be responsible for any additional costs. A Contingency Allowance is included in the Price Detail Forms located in Appendix "E". The Contingency Allowance is intended to cover any unforeseen conditions necessary to complete the services under the RFP. The provisional hourly rate(s) established in Appendix "E" will be applied, only if applicable, as deemed by the BIA. Payments from the Contingency Allowance will not be permitted without prior written approval of the DHBIA. The unused portion is credit to the contract.

The DHBIA reserves the right to award this Contract in whole or in part, and/or remove and/or reduce any items, as required.

B. Payment Terms and Discount Schedule

Propose payment terms for Core Pricing. The DHBIA's standard payment terms are 60 (sixty) days from the receipt of the invoice.

7.7 Process and Schedule – The Duke Heights BIA will evaluate all submissions meeting the submission requirements outlined herein. A preferred proponent will be selected and invited to prepare a concept

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proposal for the Duke Markers. Subsequently, a contract will be entered into between the Duke Heights BIA and the prime proponent to build and install the Duke Markers.

Request for Proposals Issued	August 21 2017
Questions and Clarification Deadline	September 18
Submission Deadline	September 25
Evaluation by Duke Heights BIA	September 31
Selection of Preferred Proponent Team	October 10
Concept Development	October-November
Detailed Design	November-January
Fabrication	February – April
Delivery	March - May 2018

Submissions should be made 2 Champagne Dr. - Suite C9, Toronto, ON, M3J 0K2, on or before 2:00 PM EST Monday, September 25th, 2017

APPENDIX A
RFP PROCESS TERMS AND CONDITIONS

1. Proponent’s Responsibility

It shall be the responsibility of each Proponent:

- (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 Vendor) comply, with all of the BIA’s Policies and Legislation. The failure of any Proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into or Purchase Order issued based on the Proponent’s Proposal.

2. Prime Proponent

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

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

3. BIA Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to the BIA employee(s) designated as “BIA Contact” in Section 5.0.

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

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

4. Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum electronically sent to the contact provided by the proponent for communication regarding this RFP. Only answers to issues of substance will be posted. The BIA 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 BIA if, in its opinion, the BIA determines more time is necessary to enable Proponents to revise their Proposals.

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

The BIA’s deadline for final Addenda is May 19th and every reasonable efforts will be made to issue any changes no later than two (2) days prior to the Deadline.

5. Exceptions to Mandatory Requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the BIA in writing not later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the BIA wishes to accept the proposed change, the BIA will issue an Addendum as described in the article above titled **Addenda**. The decision of the BIA 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 BIA by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

6. Omissions, Discrepancies and Interpretations

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

7. Incurred Costs

The BIA will not be liable for, nor reimburse, any potential Proponent or Proponent, as the case may be, 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 BIA, as the case may be.

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

8. Post-Submission Adjustments and Withdrawal of Proposals

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

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

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

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

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

9. No Collusion

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

10. Prohibition against Gratuities

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the BIA 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 BIA's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

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

11. Acceptance of Proposals

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

The BIA may, without incurring any liability or cost to any Proponent: a) accept or reject any or all Proposal(s) at any time;

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

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

12. Verification

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

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

13. Unbalanced Bids (In this paragraph “Bid” refers to the Proposal)

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

A bid is materially imbalanced when:

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

14. Conflicts of Interest

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

The Proponent must also disclose whether it is aware of any BIA employee, Council member or member of a BIA agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the BIA may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the BIA’s sole satisfaction.

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

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

15. Ownership and Confidentiality of BIA-Provided Data

All correspondence, documentation and information provided by BIA staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal: a) is and shall remain the property of the BIA;

- b) must be treated by Proponents and prospective Proponents as confidential;

- c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

16. 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 BIA by any Proponent in connection with, or arising out of this RFP, once received by the BIA:

- a) shall become the property of the BIA and may be appended to the Agreement and/or Purchase Order with the Vendor;
- 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 Proponents 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 Proponent's name at a minimum shall be made public. Proposals will be made available to members of BIA provided that their requests have been made in accordance with the BIA's procedure.

17. Intellectual Property Rights

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the BIA, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the BIA 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.

18. Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the BIA may disqualify the Proponent from the RFP and/or from competing for future tenders or RFP issued by the BIA for a period of one year. In addition, the BIA may at its option either:

- a) Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the BIA shall be null and void; or
- b) Require the Proponent to pay the BIA the difference between its Proposal and any other Proposal which the BIA accepts, if the latter is for a greater amount and, in addition, to pay the BIA any cost which the BIA may incur by reason of the Proponent's failure or default, and further the Proponent will indemnify and save harmless the BIA, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent.

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

BIA may reject a Proposal or Proponent if the BIA:

- a) Confirms that the Proponent or any individual that owns, directs, or controls the Proponent has been

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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 to that Bidder could compromise the delivery of the goods or services or would otherwise undermine the business reputation of the BIA or the public's confidence in the integrity of the call process.

20. Publicity

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

21. Governing Law

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

APPENDIX B AGREEMENT TERMS AND CONDITIONS

Note to Appendix:

The terms set out in this Appendix shall be incorporated in any Agreement entered into with the recommended Proponent substantially in the form as presented in the Appendix. These terms are mandatory and are not negotiable.

1. Compliance with Laws

The Vendor will be required to comply, at its sole expense, with all federal, provincial and municipal laws, rules and regulations (including, without limitation, the BIA's Fair Wage and other policies or by-laws applicable to the BIA's vendors, the Ontario Fire Code, the Ontario Employment Standards Act, the Ontario Human Rights Code, the Ontario Labour Relations Act, the Workplace Safety and Insurance Act, the Income Tax Act and Occupational Health and Safety requirements) in relation to the provision of any Services, including the obtaining of all necessary permits and licences, and shall submit proof of such compliance to the BIA, upon request, and the Vendor shall indemnify and save the BIA harmless from any liability or cost suffered by it as a result of the vendor's failure to comply with this provision.

2. Non-Exclusivity

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

3. Confidentiality and Conflict of Interest

The Vendor shall treat as confidential all information of any kind which comes to the attention of the Vendor in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of the BIA or otherwise in accordance with MFIPPA or other applicable privacy law. The Vendor may be required to enter into a detailed confidentiality and conflict of interest agreement in a form satisfactory to the BIA Solicitor.

4. Indemnities

The Vendor shall indemnify and save harmless the BIA, its employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the Vendor's performance or non-performance of its obligations, including payment obligations to its approved subcontractors and suppliers and others, and including breach of any confidentiality obligations under this Agreement.

Upon assuming the defence of any action covered under this section the Vendor shall keep BIA reasonably informed of the status of the matter, and the Vendor shall make no admission of liability or fault on BIA part without BIA'S written permission.

5. Intellectual Property Indemnity

The Vendor shall indemnify and save harmless the BIA, its employees, and agents 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 Proposal, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

6. Employment & WSIB Indemnity

Nothing under this Agreement shall render the BIA responsible for any employment, benefit or termination liability (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation ("WSIA"), whether statutorily required, at common law or otherwise, resulting from Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor. In the event that employment related costs, or other related responsibility falls to the BIA for any reason whatsoever, the Vendor agrees to indemnify the BIA for such costs.

7. No Assignment

The Vendor shall not assign any part of the project that may be awarded to it under the Agreement without the prior written consent of the BIA, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the Vendor of its liabilities and obligations under this RFP and the Agreement.

8. Subcontractors

The Vendor shall be solely responsible for the payment of every subcontractor employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under the Agreement. The Vendor shall coordinate the services of its subcontractors in a manner acceptable to the BIA, and ensure that they comply with all the relevant requirements of the Agreement.

The Vendor shall be liable to the BIA for all costs or damages arising from acts, omissions, negligence or wilful misconduct of its subcontractors.

9. Personnel and Performance

The Vendor shall make available appropriately skilled workers, consultants or subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery and supplies to carry out the project.

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

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

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

10. Independent Contractor

The Vendor and the BIA agree and acknowledge that the relationship between the BIA 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 BIA.

11. Insurance

The successful Vendor agrees to purchase and maintain in force, at its own expense and for the duration of the services, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the BIA. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the BIA prior to the commencement of services:

1. Commercial 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 DHBIA as an additional insured;
 - (iii) includes Non Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the services;
 - (iv) includes a clause which will provide the BIA with thirty (30) days' prior written notice of cancellation or material change in coverage.
2. Professional Liability (errors and omissions) coverage provided that the policy:
 - (i) is in the amount of not less than One Million Dollars (\$1,000,000);
 - (ii) will extend to infringement of copyright and other intellectual property, including misuse of trade secrets, if appropriate.
3. Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period of time ending no sooner than TWO YEARS after the termination or expiry of this Agreement, as the case may be. Automobile Liability insurance with a minimum limit of \$1,000,000 for all owned or leased licensed motorized vehicles used in the performance of services.

It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the vendor in the performance of services. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the vendor. At the expiry of the policies of insurance, original signed Certificates evidencing renewal will be provided to the BIA without notice or demand.

The successful Vendor is responsible for any loss or damage whatsoever to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment. The successful vendor shall have no claim against the BIA or the BIA's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the BIA.

12. Warranties and Covenants

The Vendor represents, warrants and covenants to the BIA (and acknowledges that the BIA is relying thereon) that any deliverable resulting from or to be supplied or developed under the Agreement will be in accordance with the BIA’s functional and technical requirements (as set out in the RFP) and, if applicable, will function or otherwise perform in accordance with such requirements.

13. Third Party Software

Where the BIA is in possession of software containing or constituting confidential proprietary information belonging to third parties, the Vendor shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of the BIA,

- (a) analyze, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or
- (b) divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use, of such software.

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

Should the Vendor include third party components within the Solution, the Vendor must secure the rights to use and repackage third party components and pass on those rights to the BIA without additional charges.

The BIA will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Vendor and its subcontractors.

14. Ownership of Project Documentation

All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared by the Vendor in the performance of the Services under the Agreement, whether they be in draft or final format, shall be the exclusive property of the BIA.

15. Payment Schedule

A payment schedule satisfactory to the BIA shall form part of the Agreement.

No fees or reimbursable expenses shall become payable to the Vendor pursuant to the Agreement other than pursuant to one or more signed schedules.

The Vendor shall submit invoices in such detail as may be required by the BIA, and the BIA reserves the right to require further proof or documentation from the Vendor in respect of services performed or expenses incurred by the Vendor and the Vendor shall provide, without delay, such further proof or documentation.

If the BIA does not approve of the Services which are the subject of the invoice, the BIA shall advise the Vendor in writing of the reasons for non-approval and the Vendor shall remedy the problem at no additional cost to the BIA before the BIA shall be obliged to pay the invoice or any part of it, as the case may be.

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

16. Termination Provisions

Upon giving the Vendor not less than thirty (30) days' prior written notice, the BIA may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the BIA 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.

Failure of the Vendor to perform its obligations under the Agreement shall entitle the BIA to terminate the Agreement 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 BIA 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.

All rights and remedies of the BIA for any breach of the Vendor's obligations under the Agreement 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 BIA under the Agreement or otherwise at law.

No delay or omission by the BIA 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.

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by the Vendor in performance of the Agreement shall be delivered to the BIA in a clean and readable format.

17. Right to Audit

The BIA may audit all financial and related records associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Vendor. The Vendor shall at all times during the term of the contract, and for a period of 7 years following completion of the Agreement, keep and maintain records of the Work performed pursuant to this Agreement. This shall include proper records of invoices, vouchers, timesheets, and other documents that support actions taken by the Vendor. The Vendor shall at his own expense make such records available for inspection and audit by the BIA at all reasonable times.

18. 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 BIA the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the Services, either instead of or jointly with the Vendor.

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- c. The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Services.
- d. The Vendor acknowledges and represents that:
 - i. The workers employed to carry out the Services have been provided with training in the hazards of the Services 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, workplace violence and workplace harassment policies 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 Services (i.e. types of training, frequency of training and re-training); and
 - 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:
 - i. A critical injury that arises out of Services that is the subject of this agreement;
 - ii. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Services that is the subject of this agreement;
 - iii. A charge is laid or a conviction is entered arising out of the Services 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 Services 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 Services or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to the BIA.
- h. The parties acknowledge and agree that employees of the BIA, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Vendor do work or perform a task that is the subject of this agreement.

19. Workplace Safety and Insurance Act

The Vendor shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees providing Services under this agreement, whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.

The Vendor represents and warrants that it shall be in good standing with the WSIB throughout the term of this agreement. Prior to supplying the Services and prior to receiving payment, the Vendor shall produce a Clearance Certificate issued by the WSIB confirming that the Vendor has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that the BIA is relieved of financial liability. Thereafter, throughout the period of Services being supplied, a new Clearance Certificate will be obtained from the WSIB by the Vendor and provided to the BIA every 90 days or upon expiry of the Certificate's validity period whichever comes first.

The Vendor shall ensure that any and all persons, including but not limited to volunteers, students, subcontractors and independent contractors, providing services under this agreement, have secured WSIB coverage, whether required statutorily or not, for the term of this agreement.

20. Pricing

For your quotation to be considered, pricing must be provided on all items listed in the Price Detail Form in Appendix E.

Pricing shall be held firm for the full duration of the contract and no increases will be accepted.

Any changes to the scope of work will be approved in writing via a change order from the DHBIA. Price shall include the supply of all labour, materials, equipment, products, tools, services, overhead, supervision, profit, incidentals, delivery, assembly, installation, removal of all debris and all other charges, excluding harmonized sales tax.

**Appendix D
Proposal Evaluation Table**

EVALUATION CRITERIA	POINTS AVAILABLE	POINTS AWARDED
Stage 1: Compliance with Mandatory Submission Requirements	Pass / Fail	
Stage 2: Technical Evaluation		
A. Team Qualifications and Relevant Past Experience <ul style="list-style-type: none"> - Relevant experience with built projects of similar scale and scope - Appropriateness of experience of individual team members to technical and performance requirements of Duke Markers - Creativity and innovation of past work - Transferability and appropriateness of past work to Duke Heights context and requirements, including potential to enhance BIA image and surrounding streetscape 	30	
B. Execution of Examples <ul style="list-style-type: none"> - Demonstrated ability to work collaboratively and deliver projects on-time and on-budget - Quality of materials, durability, life expectancy, and resiliency (seasonal impacts, municipal winter maintenance) of past work - Ability to fabricate and deliver project - Demonstrated experience in the coordination of project 	35	
C. Approach and Vision Statement <ul style="list-style-type: none"> - 1 page written outline of approach to design parameters, budget, process and deliverables 	10	
Proponents must meet a minimum of 75% (or 56.25 points) to be considered further for Cost		
D. Cost of Services Lowest priced proposal receives 25 points and the remaining Proposals are assigned points based on the following formula: lowest price divided by proponent’s price submission) x 25	25	
TOTAL (A+B+C+D+E)	100	

DUKE Heights Business Improvement Area
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“Mini DUKES” - Finch Avenue West

**Appendix E
PRICE DETAIL FORM**

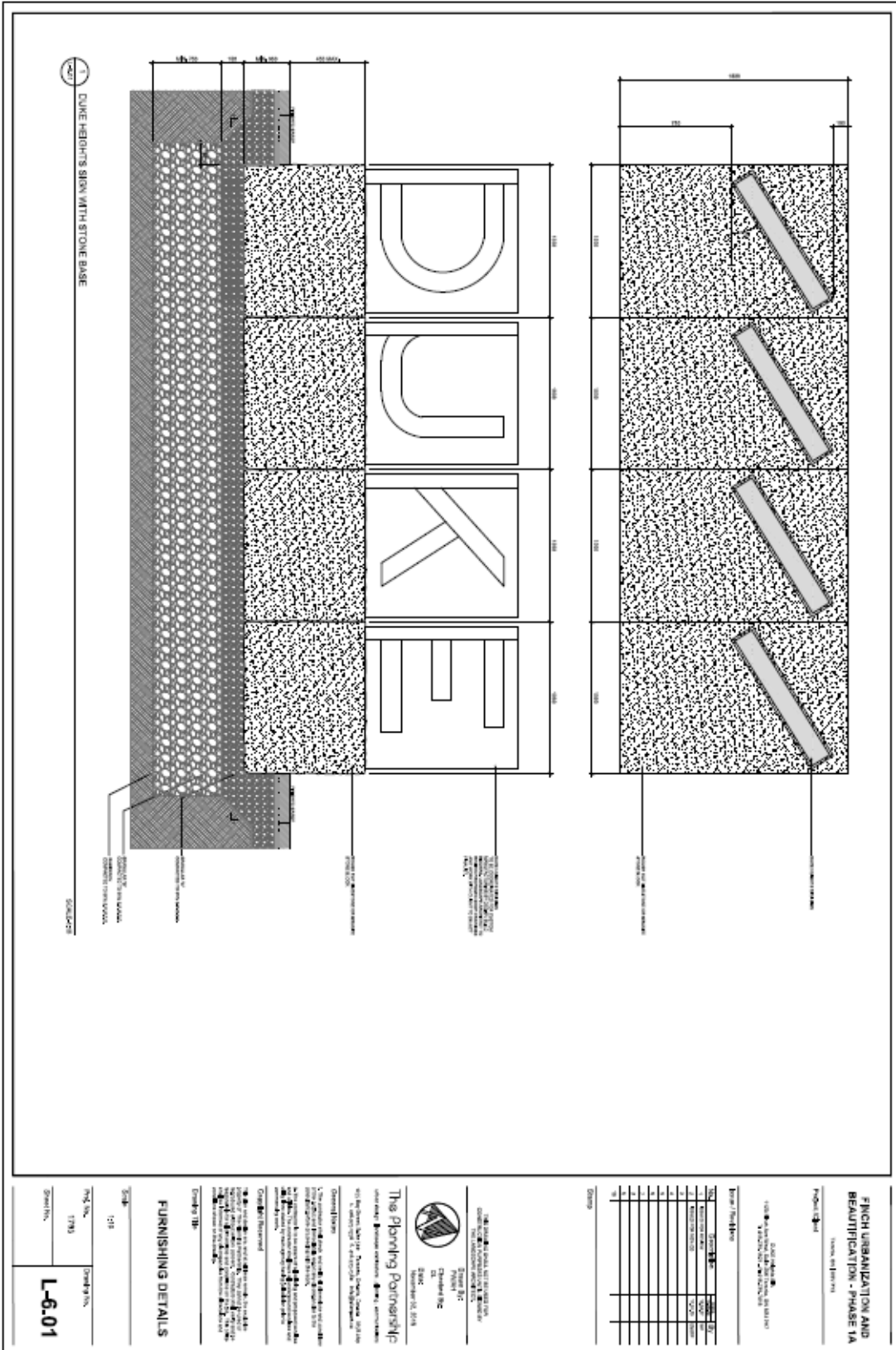
The Price Detail Form must be submitted in the same format as below, and must contain the following information.

Item A	Description	Lump Sum Fee
1	Concept development	\$
2	Detailed design – 13 locations	\$
3	Fabrication and delivery - 13 locations	\$
4	Fabrication and delivery of 8 locations (alternative pricing and NOT used for evaluation)	\$
5	Design and delivery of 1 locations (alternative pricing and NOT used for evaluation)	\$
6	Sub Total (Sum of Items 1 to 3)	\$
7	CONTINGENCY (10%)	\$
	TOTAL (Sum of Items 6 to 7)	\$

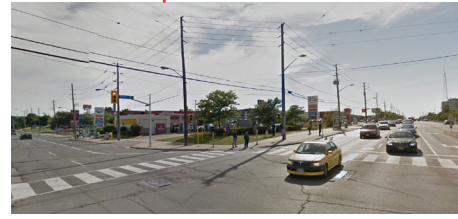
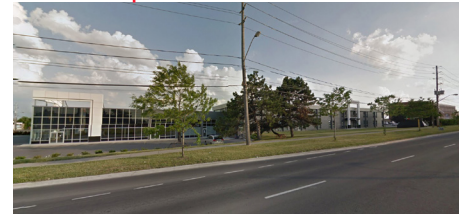
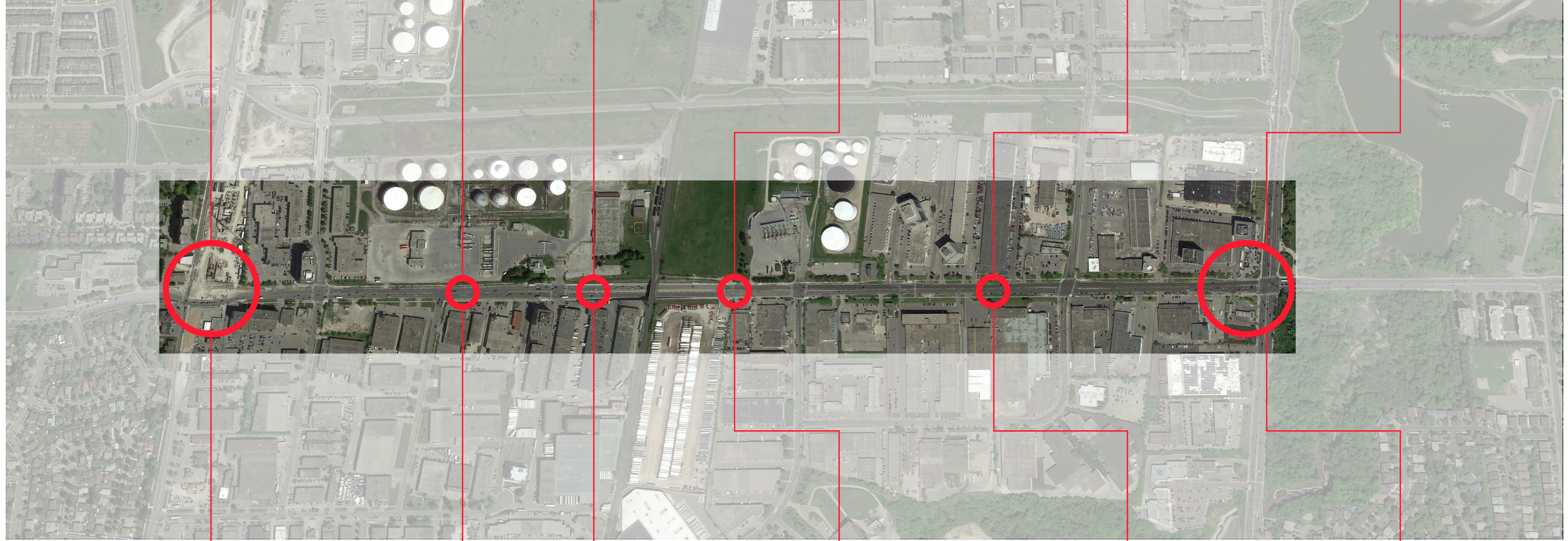
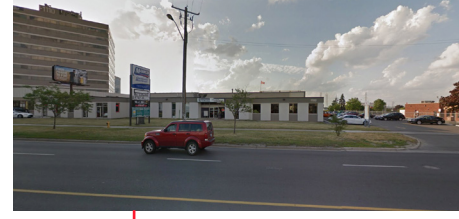
	Provisional Items	Unit	Unit
1.	Retainer Services to consult on any unforeseen matters that arise after completion of this contract.	Per Hour	\$
2.	Additional Meetings outside of those required in the Scope of Work	Per Meeting	\$

DUKE Heights Business Improvement Area
 Request for Proposals
 "Mini DUKES" - Finch Avenue West

Appendix F



EXISTING CONDITION



KEELE ST

TANGIERS RD

ALEXDON RD

RAILWAY

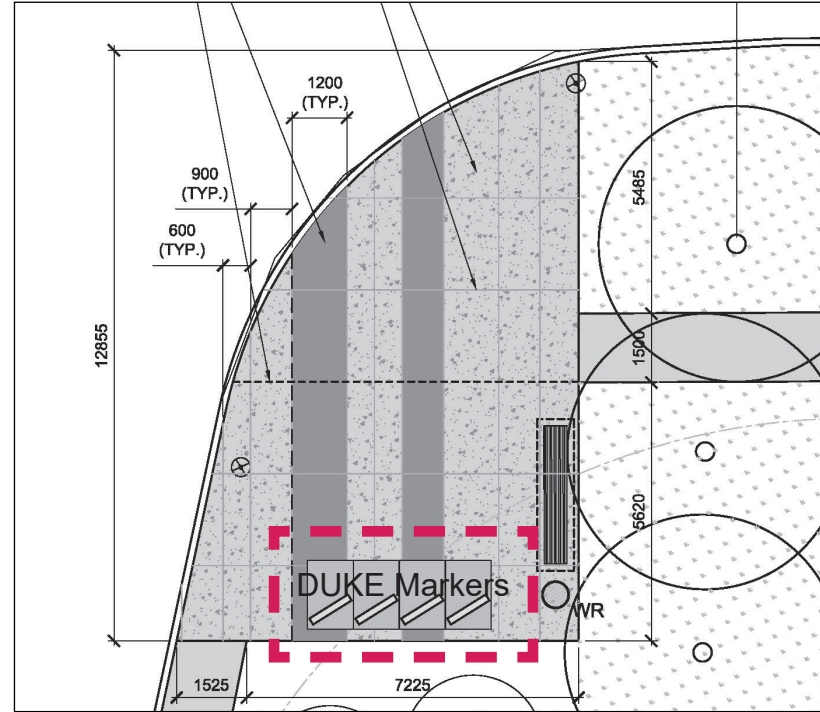
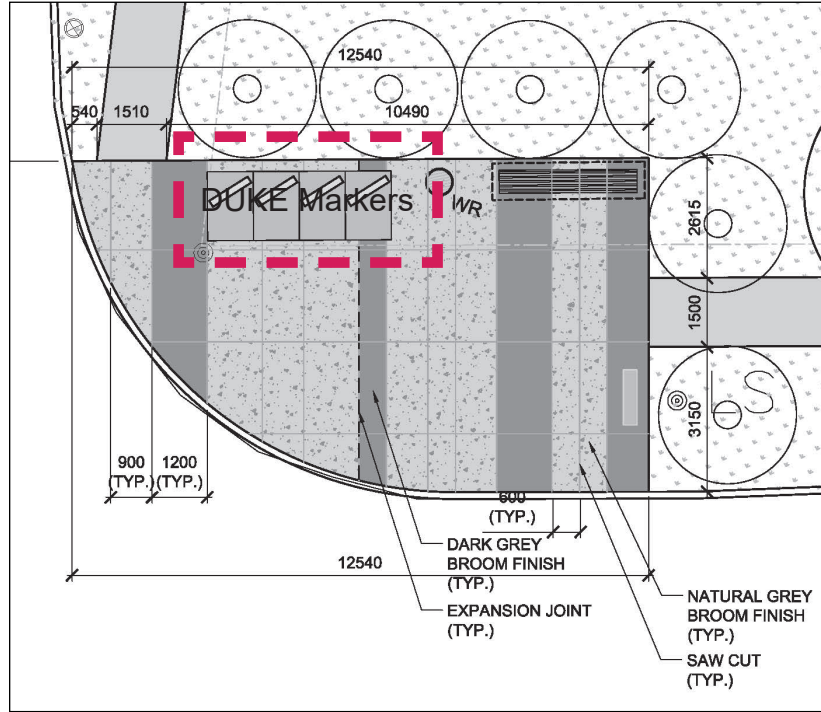
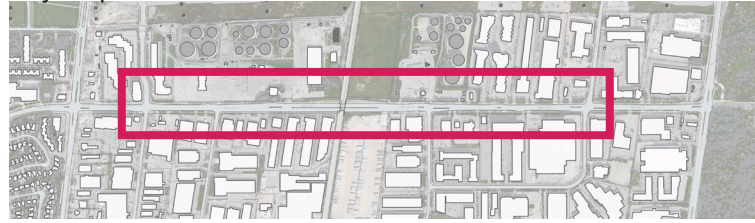
CHESSWOOD DR

CHAMPAGNE DR

DUFFERIN ST

DUKE MARKERS AT FINCH STREET INTERSECTIONS

Key Map

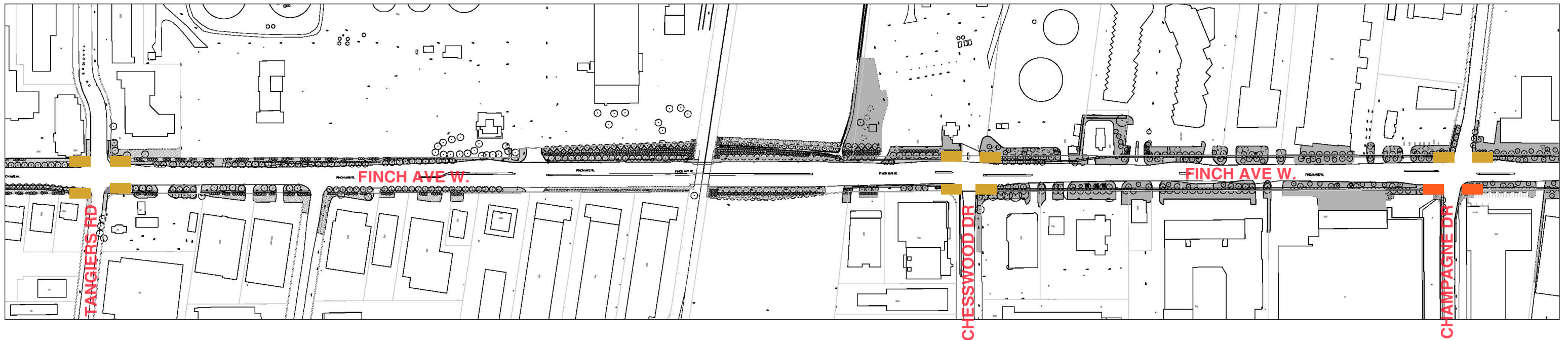


DUKE Markers
Quantity: 12

- DUKE Markers Layout Type 1
- DUKE Markers Layout Type 2

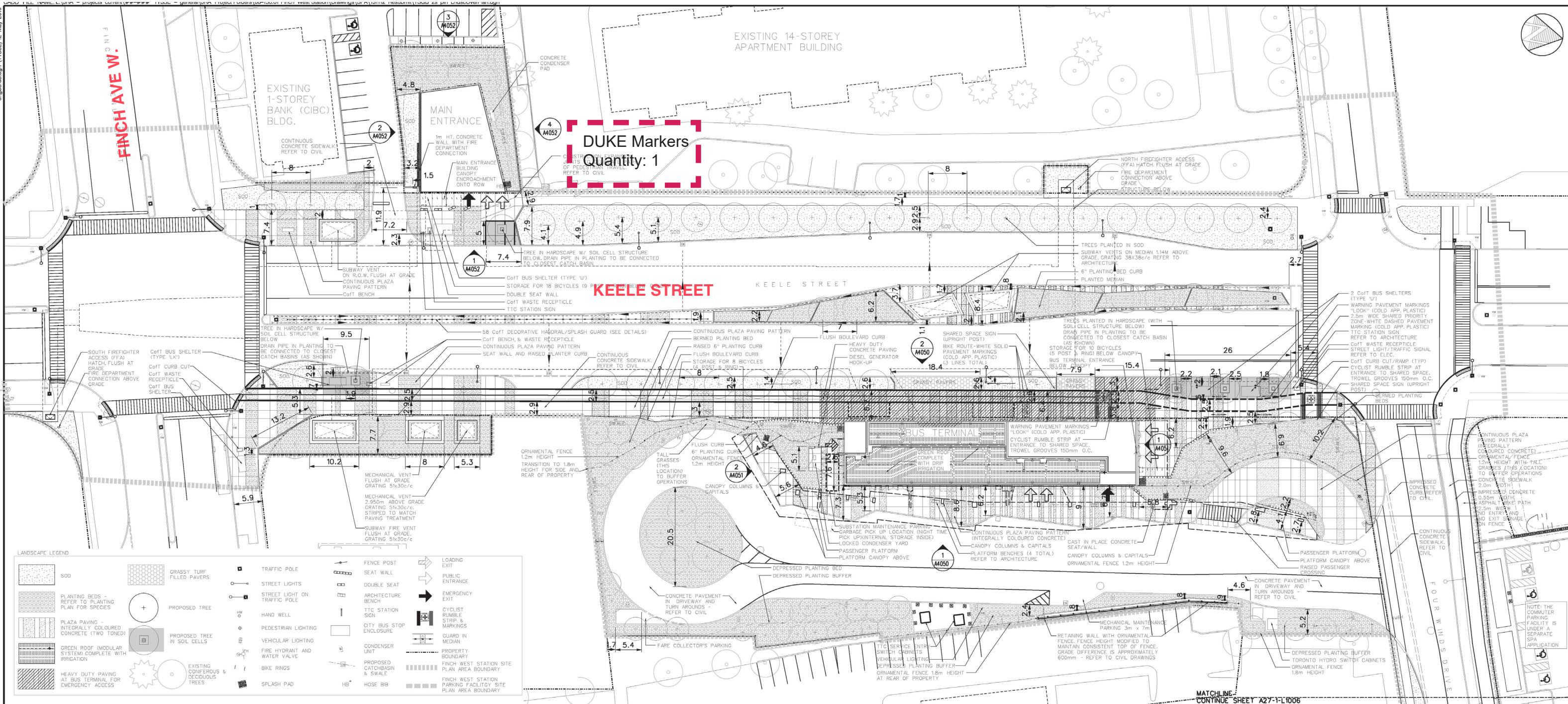
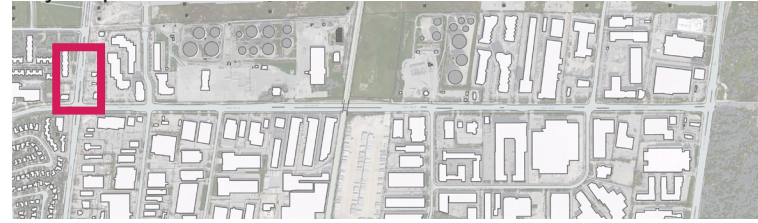
INTERSECTION DUKE MARKERS LAYOUT TYPE 1

INTERSECTION DUKE MARKERS LAYOUT TYPE 2



DUKE MARKERS AT FINCH WEST STATION

Key Map



GENERAL NOTES:
 - "COT" REFERS TO CITY OF TORONTO
 - REFER TO DETAILED SHEETS FOR CONSTRUCTION DETAILS
 - REFER TO PLANTING PLANS FOR SPECIES KEYS

REVISIONS	REVISIONS
SPA - FIRST SUBMISSION 2011-04-19 SPA - SECOND SUBMISSION 2015-07-07 SPA - FINAL SUBMISSION 2016-03-31	SPA - FIRST SUBMISSION 2011-04-19 SPA - SECOND SUBMISSION 2015-07-07 SPA - FINAL SUBMISSION 2016-03-31

ISSUED FOR SITE PLAN APPLICATION
 NOT FOR CONSTRUCTION
 MARCH 31, 2016

TSGA
 THE SPADINA GROUP ASSOCIATES
 181 GROUP ARCHITECTS
 HALSALL ASSOCIATES LTD
 LEA CONSULTING LTD

Janet Rosenberg & Studio

BUILDING PERMIT ISSUANCE SHALL BE SUBJECT TO THE BUILDING PERMIT DRAWINGS NOT BEING IN CONVENTION WITH THESE APPROVED PLANS AND DRAWINGS INCLUDING, BUT NOT LIMITED TO, THE EXTERIOR DESIGN OF THE BUILDING AND EXTERIOR BUILDING MATERIALS

DRAWN: J. HUTCHISON 2016/02/03
 CHECKED: S. GIANNI 2016/03/15
 CORRECTED: L. RYBANSKI 2016/03/15

SCALE: 1:300
 0 2 4 6 8 10 12m

TORONTO-YORK SPADINA SUBWAY EXTENSION
 FINCH WEST STATION
 OVERALL LANDSCAPE PLAN

Contract No. A27-1
 Toronto-York Spadina Subway Extension
 TORONTO TRANSIT COMMISSION
 TYSSE DEPARTMENT

Rev. No. A27-1-L1001
 Sheet No. 064
 Plot Date: 4/22/2016

DUKE Heights Business Improvement Area
Request for Proposals
"Mini DUKES" - Finch Avenue West

PROPOSAL SUBMISSION – FORM 1
"MINI DUKES" - FINCH AVENUE WEST
CLOSING: September 25th, 2017 at 2:00 PM (local time Toronto).

I/WE HEREBY SUBMIT MY/OUR PROPOSAL FOR THE PROVISION OF THE GOODS AND/OR SERVICES AS DESCRIBED WITHIN THE **REQUEST** FOR PROPOSAL DOCUMENT FOR THE ABOVE NAMED PROJECT.

I/WE HAVE CAREFULLY EXAMINED THE DOCUMENTS AND HAVE A CLEAR AND COMPREHENSIVE KNOWLEDGE OF THE **REQUIREMENTS** AND HAVE SUBMITTED ALL RELEVANT DATA. I/WE AGREE, IF SELECTED TO PROVIDE THOSE GOODS AND/OR SERVICES TO THE CITY IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE PROPOSAL DOCUMENT AND OUR SUBMISSION. I/WE AGREE THAT THIS SUBMISSION IS BEING MADE WITHOUT ANY COLLUSION OR FRAUD.

.....

SUBMITTED BY:

(PROPONENT'S FULL LEGAL NAME)

ADDRESS: _____ **TELEPHONE NO.** _____

_____ **FAX NO.** _____

_____ **EMAIL:** _____

DATE: _____

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED
INFORMAL.
END OF SECTION