

Burlington Public Library

Request for Proposal #RFP-06-06

PROFESSIONAL MARKET RESEARCH SERVICES

Date Issued: THURSDAY, JUNE 29, 2006

Deadline for Submission: THURSDAY, JULY 20, 2006 by 2:00 p.m.

Deliver to:

**The Burlington Public Library
Administration
2331 New Street
Burlington, Ontario L7R 3Z6**

Attn. M. Southern

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PROPOSAL AUTHORIZATION FORM

**Burlington Public Library
2331 New Street, BURLINGTON, Ontario L7R 1J4**

**REQUEST FOR PROPOSALS- THIS IS NOT AN ORDER
PRICES & SOURCES WILL BE TREATED AS CONFIDENTIAL INFORMATION.
PRICES AND SOURCES WILL NOT BE SHARED WITH COMPETITORS. AT THE CONCLUSION OF THE AWARD
PROCESS ONLY THE NAME OF THE SUCCESSFUL RESPONDENT WILL BE DISCLOSED.**

DATE ISSUED June 29, 2006	REQUEST FOR PROPOSAL #RFP-06-06	SEALED RESPONSES MUST BE DELIVERED BY THURSDAY, JULY 20, 2006 BY 2:00 P.M. Administration, Central Library 2331 NEW STREET BURLINGTON, ON. L7R 1J4
Contact: MELANIE SOUTHERN, STRATEGIC PLANNING & PROJECTS		Telephone (905) 693-3611 Ext. 164

The Burlington Public Library requires Professional Market Research Services to obtain and analyze public opinion relating to Library services. This will be done through a Community Survey. The successful respondent will work with a Library project team to design and develop the survey and subsequently perform it during the fall of 2006. A formal report addressing the survey's results will follow. Please see the attached Terms of Reference for further details.

Community Survey:

Total Price \$ _____

Sample Size _____

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION & INCLUDE WITH BID SUBMISSION

BUSINESS NAME:	
CONTACT PERSON:	
SIGNATURE OF AUTHORIZED OFFICER:	
DATE:	
PRINT AUTHORIZED OFFICER'S NAME:	
<small>(if submitted by or on behalf of a Corporation it must be signed by the duly authorized officers.)</small>	
ADDRESS:	
CITY/TOWN:	
POSTAL CODE:	
TELEPHONE NO.:	
FAX NO.:	
E-MAIL ADDRESS:	
BEST DELIVERY (if applicable)	
TERMS (e.g. 2%-10 days-Net 30)	
WARRANTY (if applicable)	

Your completion of this form conveys acceptance of the City of Burlington's Standard Terms and Conditions.

Declaration of Conflict of Interest

All vendors retained by the Burlington Public Library shall disclose to the Library prior to submitting a bid and/or accepting an assignment any actual or potential conflict of interest. If Library staff members determine such a conflict of interest does exist, the Library may, at its discretion, withhold the assignment from the vendor until the matter is resolved. If a significant conflict of interest is deemed to exist, then the vendor shall be ineligible for the contract or shall take such steps that are deemed necessary to remove the conflict of interest without penalty to the Library.

Litigation Clause

Active or pending litigation against the Library or City by a vendor will prevent consideration of any bid submitted by that vendor.

- ❖ Your quotation/submission must be open to acceptance for 90 days from the due date of our request.
- ❖ The attached Standard Terms and Conditions will form a part of any subsequent contract or purchase order.
- ❖ Any party who submits a proposal is advised that further negotiations may take place with one or more of the parties.
- ❖ Any party recommended for the project may be required to enter into a written contract with the Library prepared by the City of Burlington's City Solicitor.
- ❖ Will your company accept a Visa Card as payment, either by telephone or in person?
YES ___ NO ___
Can you provide detailed computer generated USAGE reports (broken down by contract item) upon Request? YES ___ NO ___
- ❖ If unable to submit a bid this form must be signed and returned with an explanation.
- ❖ The Library reserves the right to:
 - a) terminate the process described in this Request for Proposal at any time, including before the closing date, for any reason whatsoever and will not be responsible for any costs incurred by vendors in the preparation and submission of their responses to this Request for Proposal.
 - b) Not to accept any proposal and is expressly permitted to reject any or all proposals.
 - c) To terminate negotiations with an RFP proponent at any time. N.B. The RFP process is designed to allow the Library to select one or more proponents with whom it will attempt to negotiate an arrangement responsive to the Library's needs. Selection as a proponent with whom the library will negotiate does not guarantee that the Library will conclude an arrangement with the proponent. The Library expressly reserves the right to terminate the RFP process before a proponent is selected, to terminate negotiations with the selected proponent(s) or to determine that the Library's needs can be met, or have been met, in a different manner.

REQUEST FOR PROPOSAL

NAME OF PERSON TO BE ASSIGNED	TITLE & ROLE	RATE PER DIEM	HOURLY RATE	# OF HOURS ALLOCATED

THIRD PARTY OUTSOURCING, IF APPLICABLE

NAME OF PERSON TO BE ASSIGNED	TITLE & ROLE	RATE PER DIEM	HOURLY RATE	# OF HOURS ALLOCATED

In the event of additional services required the above per diem and per hour rates will apply.

Will the above staff be assigned exclusively to this project?

What is your estimate of the time you would require to complete the assignment described?

How soon could you begin this assignment?

TRAVEL & DISBURSEMENT EXPENSES

Costs related to travel, meals, long distance telephone calls, courier services, printing, photocopying, postage, out of pocket expenses, etc. are to be included in the pricing indicated on the Pricing Summary sheet and Proposal Authorization Form.

REFERENCES:

CORPORATE NAME: _____

ADDRESS _____

POSTAL CODE _____

CONTACT PERSON _____

PHONE _____

FAX _____

EMAIL _____

DESCRIPTION OF WORK
PERFORMED _____

CORPORATE NAME: _____

ADDRESS _____

POSTAL CODE _____

CONTACT PERSON _____

PHONE _____

FAX _____

EMAIL _____

DESCRIPTION OF WORK
PERFORMED _____

REFERENCES: _____

CORPORATE NAME: _____

ADDRESS _____

POSTAL CODE _____

CONTACT PERSON _____

PHONE _____

FAX _____

EMAIL _____

DESCRIPTION OF WORK
PERFORMED _____

Burlington Public Library Market Research Services TERMS OF REFERENCE

INTRODUCTION

The Burlington Public Library requires professional market research services to obtain and analyse public opinion relating to the Burlington Public Library system. The successful respondent will work with a Library project team to design and develop the survey and subsequently conduct it during the fall of 2006. A formal report addressing the survey's results is to be presented to the Senior Management Team and the Library Board.

This market research is in accordance with the latest strategic plan, *Building for Tomorrow 2005-2007* that states:

Strategic Objective B:	Understand our community better and target our collections, facilities, and services to meet their needs
-------------------------------	--

- Strategy B1: Build the Library's understanding of its users and the community
- Conduct a detailed community research and consultation including a user and non-user survey.

The research from this survey will provide customer profiles and information vital to the development of the Library's next strategic plan in the spring of 2007 which sets priorities over a four year period.

BACKGROUND

The Burlington Public Library system is composed of six locations: Central Library, Tansley Woods (district branch), 3 neighbourhood branches of Aldershot, Brant Hills and New Appleby, plus a small deposit collection in Kilbride that is located in an elementary school (see Appendix for map). The Library is a valued service, consistently ranked high in the City's Quality of Services Surveys.

The Library recognizes that it is currently in a time of substantial change: the City is undergoing a transformation from a suburban municipality to an urban municipality; the library has just finished a number of high profile facility projects and needs feedback before finalizing long-range facility and service plans; the Library field in general, is in transition as the new millennium progresses. Along with recent changes to physical space, services and programs have changed and need to be evaluated. Priorities need to be set to ensure that the collection, services and programs are responsive to the community's needs.

The City of Burlington is home to approximately 163,649 residents, distributed across six wards. The population of each ward is as follows:

Ward 1:	24,919
Ward 2:	25,323
Ward 3:	25,015
Ward 4:	34, 310
Ward 5:	29,729
Ward 6:	24,353
City Total:	163,649

Note: These figures are an approximation. Residents are split between urban and rural densities.

Previous City and Library Community Surveys

These surveys will be made available to the successful market research consultant:

- *Quality of Service Report 2003*, City of Burlington – survey ranks City services including the library system
- *Brant Hills Community Centre and Tyandaga Branch Library Feasibility Study*, 2002. Prepared by Ipsos Reid.
- *Community Consultation Program*, 1996. Prepared by Monteith Zelinka Priamo Ltd with Cameron Consulting Services.
- *Library Service Needs Study*, 1990. Prepared by Institute of Environmental Research (1985) Inc.

SURVEY DETAILS

1. Content of survey

The market research consultant will facilitate question development with direct input from the Library's project team that represents different interests throughout the Library. Questions will be circulated to the Library's Senior Management Team and Board members for their consideration and comment.

2. How results will be used

Results of the market research will provide the Library with strategic information about the opinions of the public as it relates to Library services and facilities. Analysis derived from the information gathered in the survey will be used to support the development of the Library's next strategic plan that will be initiated in 2007.

The key findings from the survey will also be reviewed and evaluated by the Library's assigned project team and the Senior Management Team before being presented to the Library Board.

The survey is scheduled to be conducted in the fall of 2006.

3. Objective: Understand our Community Better

The findings from this research will provide customer and non-customer profiles to better understand our community better as mandated by Strategic Objective B.

The Library needs this knowledge to help it target its

1. Collections and Services

The Burlington Public Library system has approximately 400,000 items in a variety of formats including print, non-print, audio-visual and electronic materials.

The Library's goal in the selection of library materials is to maintain a balanced and broad collection to serve the cultural, recreational, educational and informational needs of the community.

Library services and collections serve all parts of the Burlington community and reflect the diversity of its citizens.

Collections include Children's, Young Adult and Adult. It provides free Internet Access having over 100 public Internet terminals system wide. There is a Local History collection, and small Multilingual collection.

The Library offers a wide range of programs for all ages including early literacy, story times, book clubs for all ages, adult and teen programs. The programs serve to support the Library's mission to enrich, inform and educate.

2. Facilities

The Burlington Public Library system has recently completed two construction projects:

Central Library Renewal Project: This project addressed a wide range of needs related to customer service and amenities, accessibility, technology and collections. The Central Library Renewal Project renovated and expanded the facility enabling the library to respond to increasing information, recreational and literacy needs of our growing community. Construction started in September 2003 and took approximately 23 months to complete. The end result of this \$13.2 million project is a totally revitalized 64,000 square foot facility that contributes to the Library's mission to enrich, inform and educate the Burlington community

Brant Hills: This \$2.2 million project relocated the Tyandaga branch from a strip plaza to a new facility partnered with a community centre. The new Brant Hills branch has 6884 square feet and was designed to set a new service standard for neighbourhood branches. It is the only location, besides Central, that has a self checkout service.

With this kind of investment, the Library wants to gather the public's opinion of these new facilities. This information will be key in the next strategic plan with the Library's three new facilities projects in the near future, namely

- Facility options in the City's northeast: The Library is currently investigating different facility options
- Two branch locations will need to be reconsidered in 2008

3. Amenities and Customer Service

The strategic plan also directs the Library to “make the Library more accessible, convenient and welcoming” (Strategic Objective C). The survey needs to provide the Library with research that provides feedback regarding:

Accessibility – Are library locations easy to get to? Once people are there, are they easy to use with straight forward processes, policies and procedures? The Library’s Web site is viewed as a virtual branch and also needs to be included under services.

Convenience: The community’s perception of the Library’s convenience need to be determined. One of the strategies specifically refers to optimizing the hours of service by evaluating ways of extending evening and Sunday hours.

Welcoming – The Library wants to ensure that it provides superior customer services and provides a welcoming and pleasant atmosphere.

SCOPE OF WORK AND SPECIFICATIONS

Scope of Project

The market research consultant will be responsible for carrying out the following work:

Orientation and background review

- Attend start up meetings with staff in order to get background information and direction, and confirm or refine process, activities, timelines, deliverables, goals and objectives, roles and responsibilities, etc.
- Review all pertinent research and documentation, including past City of Burlington quality of services surveys and reports.
- Meet with the Senior Management Team and/or Library Board to present the final survey instrument and execution/implementation details prior to executing the survey in the fall of 2006.

Survey Design

- Design a survey in co-operation with the project team to the satisfaction of the Library. Senior Management Team may also provide input into the development of survey questions.
- We seek your recommendation on the survey design and development, survey length, sample size and selection, margin of error, fieldwork execution, data processing, analytical process and report preparation.
- Survey must be able to benchmark questions used in previous and related surveys
- Must work directly to ensure objectivity in the survey design.
- Select a random sample of residents in the City of Burlington. The sample must produce statistically valid findings within a margin of error no greater than four per cent. The sample will consist of representation from each of the six wards.

Survey Execution

- Community Survey to be conducted in the fall of 2006.
- Provide assurances to residents that the survey is not politically motivated and that the survey results will provide input into the Library's strategic planning process.
- Execute fieldwork of survey, including, but not limited to, data processing and analysis based on the questions developed and on the sub-samples such as ward.

Survey Findings

A. Draft Report

- Prepare a draft report outlining the findings and incorporating illustrative charts and tables. An executive summary should also be included. Submit 10 copies of the draft report.
- Present key findings and highlights to the Library's Senior Management Team
- An analysis of trends compared to past and/or related surveys

B. Final Report

- Finalize research report to the satisfaction of the Library
- Present final report to members of the Library Board in February/March 2007.
- Produce and deliver 20 bound copies of the final report. A digital copy in Word is also required. A CD of all reports and data collected and analyzed in either Excel or Access format for future analysis and comparisons by the Library. All reports and data will become the exclusive property of the Library.

Project Team / Reporting Structure

A project team has been organized with representatives from the following departments:

- Administration
- Information Services
- Children's and Youth Services
- Neighbourhood branches
- District Branch

The project team will play an important role in research, development of effective and pertinent questions and in conducting analysis of survey results and recommending opportunities for improvement.

A steering committee, consisting of the Library's Senior Management Team, will oversee the project and provide assistance to the project lead.

Budget

The upset limit for this project is \$50,000 (applicable taxes included).

TIMELINES

Major Milestones:

The following is a high level overview of key deliverables and timelines:

	Proposed timelines:
1. Request for Proposal issued	Thursday, June 29, 2006
2. Deadline for receipt of proposals	Thursday, July 20, 2006 by 2:00 p.m.
3. Notification of short-listed vendors, including proposed schedule for presentations	Thursday, July 25, 2006
4. Vendor interviews	Week of July 31, 2006
5. Recommendation to Senior Management Team	Wednesday, August 9, 2006
6. Select Vendor	August 10, 2006
7. Survey methodologies, process and questions are developed	Aug.-Sept. 2006
8. Survey and related research activities are completed	Oct-early Nov. 2006
9. Analysis of research	December 2006
10. Report on results presented to SMT	January 2007
11. Report/presentation to Board	February/March 2007

PROPOSAL SUBMISSION REQUIREMENTS

1. Proposals shall outline the company's experience in community service research and identify specific experience related to measuring the satisfaction, use and importance of municipal services.
2. Proposals shall outline the recommended methodology for the survey, including survey design and development, survey method, survey length in terms of number of questions and time to complete, sample size and selection, margin of error, field work execution, data processing, analytical process and report preparation.
3. Proposals shall identify any technology and software that will be utilized to conduct the study, store the data and report the results.
4. Proposals shall outline the process, activities, responsibilities and timelines to complete the study,
5. Proposals shall include the key company personnel that would be involved, and identify the project manager and his/her experience and position in the company,
6. If sub-consultants are required, the proposal should identify their roles and outline their names and experience as well
7. Proposals shall identify hourly and per diem rates for any staff and sub-consultants that may be involved
8. The fee shall be quoted in Canadian currency. A breakdown of the fee shall be included by activity or stage of work. Consultants may provide options and alternatives to the Terms of Reference (e.g. printing services to be done by the library, selecting the random sample size by the library, etc.) that may realize some cost savings without seriously compromising the quality and validity of the study (e.g. length of questionnaire, methodology, etc.)

9. The proposal shall not exceed fifteen pages in addition to the mandatory pages.
An additional ten pages of stock material will be allowed for curriculum vitae, firm descriptions and other promotional materials
10. The proposal shall include references

Consultants shall submit eight (8) copies of the proposal plus one unbound copy suitable for making additional copies if required by Thursday, July 20, 2006 by 2:00 p.m. to the Burlington Central Library, Administration, 2331 New Street, Burlington, Ontario, L7R 1J4, to the attention of M. Southern.

Mandatory Pages

Page numbers 1 - 5 must be completed and returned with your submission.

EVALUATION CRITERIA

- A. Written Response (10 Points)**
- B. Suggested Approach (40 Points)**
- C. Financial Factors (15 Points)**
- D. Proponents History (18 Points)**
- E. Personnel Proposed (17 Points)**

Project Contacts

Melanie Southern
Coordinator, Strategic Planning & Projects
Ph. 905-639-3611 ext. 164
Fax. 905-681-7277
e-mail: southernm@bpl.on.ca

Kathryn Rogers
Director, Service Development
Ph. 905-639-3611 ext. 101
Fax. 905-681-7277
e-mail: rogersk@bpl.on.ca

APPENDIX

- Building for Tomorrow 2005-2007, Burlington Public Library's Strategic Plan found at <http://www.bpl.on.ca/whatsnew/building/buildingStrat.htm>
- Map of Library locations (PDF)

THE CORPORATION OF THE CITY OF BURLINGTON

STANDARD TERMS AND CONDITIONS PERTAINING TO THE PURCHASE OF CONSULTING SERVICES (revised 11-03-04)

Unless otherwise stated, the following Terms and Conditions form part of all Tender, Proposal and Quotation offers to sell goods and services to the Corporation of the City of Burlington.

DEFINITIONS:

1. **“Corporation”** means The Corporation of the City of Burlington.
2. **“City”** means The Corporation of the City of Burlington.
3. **“Tender”** means an offer to supply products and/or services to the Corporation at a stated price of \$100,000.00. or more.
4. **“Request for Proposals”** differ from Request for Quotations and Tender Requests in that no particular specification is supplied.
Instead, a need is described for supplier recommendations and respective prices are to be submitted. Proposals differ from Tenders in the following ways:
 - Proposals are not opened in public
 - Proposal prices and sources are not disclosed. After the contract award only the name of the successful vendor is disclosed.
 - Proposals may be open to price negotiation
 - Proposals may be valued over or under \$100,000.00
5. **“Quotation”** means any offer to supply products and/or services to the Corporation at a stated price under \$100,000.00. Prices and supplier identities are not disclosed.
6. **“Vendor”** means the person or organization submitting a Tender, Proposal or Quotation including the person or organization submitting the successful Tender, Proposal or Quotation.

GENERAL TERMS

1.0. DOCUMENT SUBMISSION

- 1.1. Tenders must be submitted to the Reception Desk, Main level, City Hall, 426 Brant Street, Burlington, Ontario by 2:00 p.m. on the stated date for public opening at 2:15 p.m. local time unless stated differently. Vendors or representatives may be present at the public Tender opening.

The Vendor names and respective total Tender values will be read aloud at a public Tender opening. Tenders will be reviewed by staff after the opening.

Responses other than Tenders should be submitted to the same location as tenders as detailed above. In Non-Tender circumstances only the name of the successful bidder is disclosed subsequent to a purchase order award. All prices and the other Vendor identities are NOT disclosed in Non-Tender circumstances.

- 1.2. A Vendor may withdraw or qualify his bid at any time prior to the official closing time by submitting a letter bearing his signature on his letterhead. In the case of a Tender this will be directed to the Clerk's Department who will stamp thereon the time and date of receipt. Other bid formats should have communication directed to Purchasing Services.
- 1.3. Telephone Calls or facsimiles are not acceptable. Bid submissions are irrevocable after the official closing time.
- 1.4. Bid submissions must be signed.

2.0. THE CITY'S RIGHTS IN RELATION TO BID REQUESTS

The City reserves the right to:

- a) terminate the process described in a Bid Request at any time, including before the closing date, for any reason whatsoever and will not be responsible for any costs incurred by vendors in the preparation and submission of their responses to Bid Requests.
 - b) Not to accept any bid and is expressly permitted to reject any or all bids.
 - c) To terminate negotiations with a bid proponent at any time.
- N.B. The bid request process is designed to allow the City to select one or more proponents with whom it will attempt to negotiate an arrangement responsive to the City's needs. Selection as a proponent with whom the City will negotiate does not guarantee that the City will conclude an arrangement with the proponent. The City expressly reserves the right to terminate the bid process before a proponent is selected, to terminate negotiations with the selected proponent(s) or to determine that the City's needs can be met, or have been met, in a different manner.

3.0. SECURITIES

Where required the Vendor will provide the Corporation with a valid bid, performance, and labour and material payment bond. This will be issued by a Canadian Surety Company acceptable to the Corporation in its sole discretion. Alternatively, an irrevocable letter of credit from a Canadian chartered bank in the Corporation's format and in accordance with the Corporation's requirements may be supplied. A certified cheque is also acceptable.

4.0. CURRENCY

All references to dollar amounts will be Canadian funds unless otherwise specified.

5.0. PRICE AND SOURCE DISCLOSURE

- 5.1. Tenders are for purchase values of \$100,000. or more. The names of the respondents and the total Tender prices are read aloud at a public opening.
- 5.2. In Non-Tender situations only the successful Vendor's name will be disclosed after the award. All prices and the names of other bid process participants will be confidential and not revealed. Non-Tender situations include R.F.P.s, Formal Written Quotation Requests, Verbal Quotation Requests and purchase by Negotiation. This policy is supported by the *Municipal Freedom of Information and Protection of Privacy Act*.
- 5.3. For Non-Tender situations as noted above in 5.2 an exception will be made if a City councillor becomes a participant in the competition. In this

circumstance an addendum will be sent to all of the competitors before the bid submission closing date advising that a Councillor is now a participant. Consequently, prices and sources will be disclosed following the award of a contract whether the councillor is successful or not. Proponents may withdraw, replace or allow their non-tender submission to remain "as is" if already submitted.

6.0. PRICE DISCREPANCIES

If the extended value, based upon the estimated quantity, is inconsistent with the unit price, the unit price shall prevail, and the total price will be corrected accordingly.

7.0. AWARD

7.1. The lowest or any other bid will not necessarily be accepted

7.2. The evaluation of bids is not based solely on price, but will take into consideration other factors such as quality of previous work, ability to meet construction schedules on previous work, co-operation with the Corporation or other persons on previous jobs, experience, references, senior staff to be used, equipment, plant facilities, sub-contractors, provisions of securities, etc. as detailed in the specific bid request document and will take into consideration the best value for the Corporation.

7.3. The City reserves the right to accept or reject all or any part of a submission contingent upon the terms of the specific bid/proposal request.

8.0. ACCESSIBILITY

Pursuant to the *Ontarians with Disabilities Act, 2001, S.O. 2001, c32*, as amended, in deciding to purchase goods or services, the City will have regard for persons with disability. The City is committed to accessibility principles and is taking steps to improve accessibility in accordance with the Act.

9.0. COLLUSION

The Vendor declares that the bid response is NOT made in conspiracy with any other Vendor bidding for the same products/services and is without collusion or fraud.

10.0. COPYRIGHT

The copyright for respective purchased concepts and/or materials will become the property of the City of Burlington unless otherwise mutually agreed upon by the successful proponent and the City.

11.0. CONFLICT OF INTEREST

The Vendor insures that advance disclosure before accepting a purchase award will be made if a member of City Council or staff has a conflict of interest or a financial interest related to the purchase order/contract.

12.0. VENDOR RESPONSIBILITIES

- 12.1.** It is mutually agreed and understood that the Vendor shall not assign, transfer, convey, **sublet** or otherwise dispose of the Tender, Proposal, Quotation or Contract or the right, title or interest therein, or the powers to execute the same, without the previous written consent of the Corporation.
- 12.2.** Acceptance of a purchase order issued by the Corporation for a bid or any part of a bid shall constitute a **contract** between the Corporation and the Vendor which shall bind the Vendor on his part to furnish and deliver the goods or services at the prices given and in accordance with the conditions of the bid and these Standard Terms and Conditions.
- 12.3.** If requested by the Corporation, the Vendor shall execute a written contract, as an appendix to, and further detailing of, the purchase order.

13.0. CONTRACT AND VENDOR REQUIREMENTS

The vendor hereby covenants and agrees that if their Tender, Proposal or Quotation or an part thereof is accepted by the Corporation, they:

- a) Shall **perform** the contract in accordance with the specifications, terms and conditions under which it is awarded.
- b) Shall **furnish adequate protection** from damage for all work and to repair damage of any kind for which the Vendor is responsible, to the premises or equipment, to his own work or the work of other contractors.
- c) Shall **pay for all permits, licences, fees and inspections** and shall give all notices and comply with all by-laws and regulations of the Corporation and Regional Government.,
- d) Shall comply with all **statutes and regulations of Canada and Ontario** applicable to the work and persons employed on or in connection with the work. (The Corporation and Vendor agree that the sale offer, a subsequent purchase order and any schedules attached shall be governed by and construed according to the laws of the Province of Ontario where the Corporation is located and the courts of such Province of Ontario shall have sole jurisdiction. The Vendor agrees to and attorns to the jurisdiction of the Province of Ontario including all executions and processes issued therefrom.),
- e) Shall address and be subject to Withholding Tax, if applicable, i.e.
 - i Payments to non-resident Vendors will be subject to the required **Withholding Tax** from payment for any services rendered in Canada as required by the Canadian Income Tax Act.,
 - ii Collection of the **Withholding Tax** by the City may be waived or reduced upon written confirmation by Revenue Canada.,
- f) Shall use due care that no person is injured and that no property is damaged in the performance of the work. The successful Vendor shall further indemnify the Corporation from all claims that may result from this work. Proof of such indemnification will be required prior to commencement of work. (**Certificate of Insurance**) (see below).,
- g) Shall covenant and agree to maintain during this agreement, at the Vendor's own expense, **public liability, property damage and comprehensive liability insurance** coverage satisfactory to the

Corporation, in the amount **of not less than \$2,000,000.00 (two million dollars)** and the policy to include the Corporation as an additional insured. This insurance shall include protection against claims that might be brought against the Corporation by any employee of the Vendor and also protective coverage for all sub-contracted operations. A certified copy of the policy of insurance is to be forwarded to the Corporation. This policy of insurance shall not be cancelled without giving the principal thirty (30) days notice of intention to cancel such policy of insurance.,

- h) Shall pay compensation to the Corporation for time spent to prepare for, and attend, any hearings and for all **legal fees** concerning any suits or legal action taken against the Vendor, contractors, etc., not directly involving the Corporation.
- i) Shall not, except with the consent of the Corporation in writing, release information relating to any subsequent order for **advertising**, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the Corporation be used for, or in connection with, any advertising or promotional purpose of the Vendor.
- j) Vendors are to treat information gained while working with the City confidentially and not use it for any other project and return it to the City if requested with no copies to be retained.,
- k) Shall comply with all requirements of the **Workplace Safety Insurance Board**, and its regulations as amended. The Vendor/contractor shall supply a **Workplace Safety Insurance Board Clearance Certificate** before commencing work, and one after work is completed.
- l) Shall, where work is performed on City property or on behalf of the City, comply with the **Occupational Health and Safety Act** and its regulations, as amended, and applicable Industry Standards for the work and shall be responsible for and take every precaution reasonable in the circumstances for the protection of all workers associated with the work being performed, whether employed by the Vendor, the City or a third party. The successful Vendor shall indemnify and save harmless the Corporation, its officers, employees, servants and agents from any liability incurred as a result of the Vendor's negligence or any latent or obvious violation of the Occupational Health and Safety Act.,

14.0. DELIVERY DEFAULT / NON-COMPLIANCE / LACK OF FULFILMENT

14.1. Default of delivery or non-compliance with the Tender, Proposal, Quotation Request or Contract will make the Vendor responsible for any increased cost. Compensation will be the City's choice of cash or certified cheque payable to the Corporation to obtain proper commodities or services in the open market.

Consequences can include exclusion from City bidding opportunities for up to 3 years.

14.2. If the bid is withdrawn after the closing date and before the validity term expires, the Vendor shall forfeit any deposit/bid bond and shall continue to be liable to the City for any damages beyond the deposit/bond amount. The City may advertise for new Tenders, Proposals or Quotations in this event.

15.0. UNSATISFACTORY PERFORMANCE

The Corporation reserves the right to cancel any order or contract at no cost to the Corporation if services are unsatisfactory.

16.0. CONTRACT CANCELLATION

The City may terminate a subsequent contract with thirty (30) days written notice. Such termination will be without penalty, damages or liability to the City.

17.0. VENDOR PROFILE

A Vendor must be prepared, if requested, to present evidence of experience, ability, service facilities and financial status necessary to satisfactorily meet the requirements set forth or implied in the Tender, Proposal or Quotation Request. With this concern the City may request a credit report and/or a current bank history report for the company, or person, submitting a bid.

18.0. CONSTRUCTION LIEN ACT

18.1 The successful Vendor shall comply with the provisions of the *Construction Lien Act*, as may be amended, and supply any proof of compliance with the Act as required by the Corporation. The Vendor shall fully relieve and indemnify the City from any and all liability or expenses in respect to any claim, e.g. a lien, liability, etc. The City shall not in any case be liable to any greater extent than the amount owing by it to the Vendor pursuant to the contract.

18.2. Holdback Improvements to City lands or buildings valued at more than \$10,000. will have a 10%* payment hold back in effect for 45 days. This will be released upon confirmation that no liens related to the work have been registered against the City.

* Construction contracts may have an additional 1% or 2% holdback applicable for a warranty or maintenance period. This will be described in the specific bid invitation document. Further, we reserve the option to utilise discretion for work valued between \$5,000. and \$10,000. in relation to applying a 10% payment holdback for 45 days.

19.0. INVOICE REQUIREMENTS

All invoices are to be sent to the shipping address, or:
The Corporation of the City of Burlington
Department of Finance/Accounts Payable
P.O. Box 5013, Burlington, Ontario, L7R 3Z6

All applicable taxes are to be itemized separately on invoices, i.e. P.S.T. and G.S.T.

Include the purchase order number on each invoice. (Invoices will be returned if this information is omitted.)

20.0. PAYMENT TERMS

Net 30 days after receipt of invoice unless a discount for quick payment is offered. No other terms of payment will be accepted whether stated/implied without written approval. Payment may be delayed if the goods/services are not acceptable to the Corporation.

Standard Terms and Conditions: 2004 Consulting T & C