

## **REQUEST FOR PROPOSAL 64/2009**

### **Supply & Delivery of a Municipal Cultural Plan**

For The City of Thunder Bay – Culture & Recreation Division

Page 1 of 11

The Corporation of the City of Thunder Bay, Culture & Recreation Division, invites proposals for the **Supply & Delivery of a Municipal Cultural Plan**, in accordance with the following Scope of Work, Conditions/ Requirements, and the enclosed **Appendix B “City of Thunder Bay Municipal Cultural Plan Terms of Reference”** and the City of Thunder Bay Standard Terms and Conditions for Tenders, Proposals, Contracts and Quotations.

In addition to the Proposal Submission requirements listed on page 10 of Appendix B, your submission should include the following: You may include other information beyond these two lists.

1. A brief description of your firm – its clients, its history, its projects, its staff;
2. A company description, exact location and address;
3. A summary of your understanding of this proposal;
4. An outline of the product(s) and services to be provided;
5. Your firm’s experience in similar projects;
6. Addressing all aspects in regards to the Scope of Work/Terms of Reference;
7. Client References and a list of clientele;
8. Reference of all the materials being offered;
9. Contact persons, c/w phone numbers, etc. - communication;
10. Any other supporting information you may wish to include with your submission.

**Bidders shall provide all information requested. Failure to provide such information may result in the unacceptability of your proposal.**

**PROPOSAL DOCUMENT FEE:** There is a non-refundable charge of \$35.00 (33.33 plus 5% GST of 1.67) for these documents payable by cheque, cash or debit card. GST Reg. No. R121396592. Cheques are to be made payable to the City of Thunder Bay.

### **QUALIFICATIONS**

Proposals will be evaluated from firms or individuals that can demonstrate that they have the necessary staffing, facilities, experience, ability and financial resources to perform the work in a satisfactory manner. Proven track record must be demonstrated.

The City of Thunder Bay reserves the right to inspect the bidder's facility and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be used in the performance of this contract.

### **ENCLOSURES:**

- Appendix A – Schedule of Pricing
- Appendix B – The City of Thunder Bay Municipal Cultural Plan Terms of Reference
- The Corporation of the City of Thunder Bay Standard Terms and Conditions for Tenders, Proposals, Contracts and Quotations
- Certificate of Insurance

### **ACKNOWLEDGEMENT OF ISSUED ADDENDA:**

Bidders are instructed to regularly check the City of Thunder Bay website for addenda, and are to indicate below the number of addenda received and incorporated into their response.

Number of Addenda received: \_\_\_\_\_

### **AWARD, DELIVERY, ACCEPTANCE AND PAYMENT**

Award of this contract is expected to be made by Friday, October 09, 2009.

Refer to page 9 of the enclosed Municipal Cultural Plan Terms of Reference for the other milestone dates for this contract. It is essential that the successful proponent be prepared to meet these dates.

Proponents are expected to meet the anticipated milestone dates as listed on page 9 of the Municipal Cultural Plan. Any deviation from this must be clearly addressed in your proposal.

The City of Thunder Bay will not make any payment until all items/terms applicable to this proposal have been included/completed to the entire satisfaction of the City of Thunder Bay.

Vendor(s) shall not assume that physical delivery to the City of Thunder Bay implies full acceptance.

Receipt of goods will be deemed complete only when the complete configuration as stated in this proposal has been delivered at the proper location in a complete and operable condition to the entire satisfaction of the City of Thunder Bay.

## **INFORMATION FOR ALL PROPONENTS**

- This is an invitation for proposals and not a tender call
- The City of Thunder Bay has the right to negotiate with the proponent that presented the most attractive proposal.
- The City of Thunder Bay Council shall have the final authority on all matters regarding this Request for Proposals.

**ALL PRICING INFORMATION is to be provided as a separate section, ie entered into Appendix A at the end of this document. Pricing information is NOT to be incorporated into your document. Failure to comply with this request may result in the unacceptability of your proposal.**

All services/material specified in this Request for Proposals (RFP) are subject to Budget Approval by City Council and quantities may be adjusted and/or items cancelled based on availability of funding.

For the purposes of this document, the words tender and proposal are to be considered synonymous.

All proposals submitted to the Corporation of the City of Thunder Bay become the property of the Corporation, and as such, are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

This will confirm that the Corporation of the City of Thunder Bay will not use/disclose the information provided, without proper authorization, and will keep the information in a physically secure location to which access is given only to staff requiring access.

The City of Thunder Bay is not responsible for any costs incurred by the proponents in the preparation and presentation of their response to the proposal call.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal and in any contract between the City and the firm(s) selected.

It is understood and agreed that the bidder has, by careful examination, satisfied himself as to the nature and location of the work, the quality and quantity of materials to be encountered, the character of equipment and facilities needed in the completion of the work.

Prices are to be FOB Destination, no additional shipping or handling charges permitted.

All submissions provided by proponents in response to this RFP are to contain sufficient detail to support the product/service being proposed. Proposals lacking sufficient information will not be considered.

All work under this contract must be in strict accordance with all applicable federal, provincial and municipal codes and by-laws

**All information for which space is provided in this document is to be entered into that space. If space is insufficient, additional information provided within your document, provided a page number reference is given.**

## **RIGHTS RESERVED BY THE CITY OF THUNDER BAY**

The Corporation of the City of Thunder Bay reserves the following rights:

- Unless it states otherwise, to award in whole or in part, without recourse or penalty, by item, or part thereof, by groups of items, or all items of the proposal, to award different options or combinations of the options, and to award to one or more bidders submitting identical bids as to price, that which is deemed most advantageous to the Corporation.
- Without prejudice, to reject any and all submissions in whole or in part; to waive technical defects, irregularities and omissions, if in so doing, the best interests of the City of Thunder Bay will be served.
- To be the sole judge of the acceptability of any equipment/material/service offered, and also any alternative proposed, and to purchase the equipment/material/service which, in its opinion, is deemed to most closely meet the operating requirements of the user department, and which will be most advantageous to the Corporation and desirable/beneficial to its operations.
- To adjust the quantities or configuration upward or downward to meet its requirements and budget allotments, without penalty to the Corporation.
- To determine, in its own best judgement, the firm best qualified to undertake this contract, if in so doing, the best interests of the City of Thunder Bay will be served.
- To be the sole judge as to the calculation of basis of award and has the right to award this contract in whole or in part, that which is deemed most advantageous to the City of Thunder Bay.
- To call in an alternate supplier if the proponent is unable to provide the service when it is requested.
- To terminate the contract if due to non-performance and unsatisfactory service and/or unsatisfactory product performance.
- To terminate the entire contract, without cause and without penalty, with a minimum of 90 days written notice to the successful Proponent.

## **PROPOSAL EVALUATION**

**The criteria as listed on page 11 of the Municipal Cultural Plan have been incorporated into the following chart. Proposals will be evaluated based on the following criteria and weight factors:**

	CRITERIA	MAX. SCORE
1	Total Cost to the City of Thunder Bay, Cost Breakdown	30
2	Demonstrated understanding of Terms of Reference, particularly in regards to the uniqueness of Thunder Bay & area	20
3	Vendor – expertise, qualifications, references, track record of your products used in the market	20
4	Quality of the proposal, Detailed work program	20
5	Demonstrated Environmental Stewardship: Environmental friendliness of the product or service and / or unique environmental initiative(s) the company has undertaken.	5
6	Innovation, Uniqueness or Value Added Features and Options included	5
	TOTAL	100

For purposes of proposal evaluation, the total cost of the base price as specified in the proposal, **excluding** options, will be considered, although optional items may be added or deleted as deemed necessary by the Corporation.

The decision of the Selection Committee shall be final and without recourse.

**CURRENT/PAST USERS / REFERENCES**

Bidders must provide information demonstrating that your firm has, within the last 5 years, been awarded similar business, preferably within the Thunder Bay area.

List current or past users of the equipment/services being offered and the locations where they were used. Provide contact names and phone numbers and some description of the project and scale.

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- 3) \_\_\_\_\_  
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- 4) \_\_\_\_\_  
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**Submission of a Proposal authorizes the City of Thunder Bay to contact all references provided. Failure to provide References and Details of Experience may result in your proposal not being considered.**

## **GENERAL CONDITIONS / REQUIREMENTS**

**(Where applicable)**

### **INDEMNITY**

The contractor shall indemnify and save harmless the Corporation of the City of Thunder Bay from and against all liens, damages, losses, claims, demand payments, suits, actions, recoveries and judgements of every nature and description brought against him and/or the City by reason of any act or omission of the said contractor, his agents, or employees in the execution of, or as a result of the work or in the guarding of it. All permits and fees applicable shall be acquired and paid for by the contractor.

### **INTENT OF SPECIFICATIONS**

Should any work or materials be required which are not detailed in the specifications, either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the intent hereof, the contractor is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described.

No after claim will be allowed or entertained for obstructions or work necessary to fully complete the work whereon said contractor made tender.

### **INSURANCE:** (From Successful Proponent Only) - if applicable

The contractor shall, during the course of any work for the City, maintain general comprehensive liability insurance coverage in respect to the risks hereunder set out in the amounts stated, and shall file with the Manager-Materials Management of the City of Thunder Bay a certificate issued by the Insurer attesting that he is so insured.

<u>GENERAL LIABILITY</u>	Minimum Requirement
BODILY INJURY	\$2,000,000.00
PROPERTY DAMAGE	Inclusive
<u>AUTOMOBILE LIABILITY</u>	Minimum Requirement
BODILY INJURY	\$2,000,000.00
PROPERTY DAMAGE	Inclusive

**PERSONNEL**

**Provide contact details for Personnel who will be providing service on this contract:**

	<b>Name</b>	<b>Phone, Fax and Cell Numbers</b>	<b>Days/Hours of Availability</b>	<b>Length of Service and/or experience</b>
<b>1</b>		Phone Fax Cell		
<b>2</b>		Phone Fax Cell		
<b>3</b>		Phone Fax Cell		
<b>4</b>		Phone Fax Cell		

**FOR FURTHER INFORMATION**

All inquiries and clarification requests, regarding both technical/specification-related and commercial/process-related issues, are to be sent in writing by either e-mail (preferred) or fax to the individuals listed below. No clarification requests will be accepted by telephone.

**Responses to clarification requests will be provided to all interested parties by means of an Addendum.**

**Forward your inquiries to both:**

Leah Bayly at [lbayly@thunderbay.ca](mailto:lbayly@thunderbay.ca), Fax 807-625-3395 and  
Vicki Gagne-Smith at [vgagne-smith@thunderbay.ca](mailto:vgagne-smith@thunderbay.ca), Fax 807-622-0181

Call 807-625-2426 to follow-up to ensure your request has been received.

Inquiries must not be directed to other City of Thunder Bay employees, or Elected Officials. Directing inquiries to other than as indicated may result in your proposal being rejected.

**The deadline for all questions or inquiries is 4:00 p.m. TUESDAY, SEPTEMBER 22, 2009.**

**PROPONENT’S UNDERSTANDING**

It is understood and agreed that the proponent has by careful examination, satisfied himself as to the nature and location of the work, the quality and quantity of services/materials to be encountered, the character of materials, labour and facilities needed in the completion of the work.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal and in any contract between the City of Thunder Bay and the firm(s) selected.

**The following section must be fully completed, signed and included as part of your proposal submission.**

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PRINT COMPANY NAME

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MAILING ADDRESS

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CITY	PROVINCE	POSTAL CODE
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PHONE NUMBER NUMBER	FAX NUMBER	CELLULAR
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E-MAIL ADDRESS	COMPANY WEB SITE
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<b>SIGNATURE OF AUTHORIZED OFFICIAL</b>	<b>POSITION/TITLE</b>
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<b>PLEASE PRINT NAME CLEARLY</b>	<b>DATE</b>
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If your firm is interested in this project, please forward **FOUR (4) COMPLETE SIGNED COPIES** (including this document and any literature/brochures you are including) of your submission to:

City of Thunder Bay  
**MATERIALS MANAGEMENT DIVISION**  
111 S. Syndicate Avenue  
Victoriaville Civic Centre (main floor)  
P.O. Box 800  
Thunder Bay, Ontario  
P7C 5K4

Not later than:

**4:00 p.m., local time**

**WEDNESDAY, SEPTEMBER 30, 2009**

THE LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

LATE PROPOSALS WILL NOT BE ACCEPTED

FACSIMILE, E-MAIL OR TELEPHONE PROPOSALS WILL NOT BE ACCEPTED

**The package/envelope is to indicate your firm's name & address and is to be clearly identified as  
Request for Proposal #64/2009**

THE CITY OF THUNDER BAY WEBSITE ADDRESS FOR LIST OF BID OPPORTUNITIES IS:

**[www.thunderbay.ca/materials](http://www.thunderbay.ca/materials)**

## **APPENDIX 'A' – SCHEDULE OF PRICING**

The price(s) quoted INCLUDE all duty, taxes (other than GST and PST), customs, clearances, cartage, freight and all other charges now or hereafter imposed or in force and is a **Total Firm Price**.

Goods and Services Tax (GST) to be EXTRA if applicable.

Ontario Retail Sales Tax (PST) to be EXTRA if applicable.

All taxes (ie GST & PST) must be shown separately on invoicing.

All costs and items stated within this proposal must be FIRM for a minimum of **120 DAYS** from date of proposal closing for evaluation and award acceptance.

**Prices are to be FOB Destination, no additional shipping or handling charges permitted.**

**Pricing must be FIRM for the duration of the contract.**

## NOTICE TO BIDDERS

### \$35.00 Fee for Tender and Proposal Documents

\$33.33 - Plus 5% GST (\$1.67) for a total of \$35.00  
(effective January 1, 2009)

The City of Thunder Bay charges a non-refundable fee for tender and proposal documents, payable by cheque, cash or debit. Cheques are payable to the **City of Thunder Bay**. Cheques do not have to be certified.

When downloading tender or proposal documents you are expected to pay the document fee should you decide to submit a proposal or tender.

- \* enclose your **cheque** with your tender or proposal submission.
- \* write the tender or proposal reference number on your cheque.

Note: There is no charge for Request for Quotations, Expressions of Interest, Sales or Auction Bids.

Note: The Document Fee for **Engineering Contracts** and tenders issued by **Consulting Engineering firms** on behalf of the City will be stated in each contract document. This fee will vary.

### Downloading Documents

Reminder: When downloading documents, it is the vendor's responsibility to re-visit the Web Site prior to submitting to check for any addenda that may be issued. **The Addenda must be attached to your tender/proposal/quotation document.**

Special Note: When downloading tender/proposal/quotation documents, we strongly suggest that you **Complete and FAX the REQUEST FORM** to our office .

### Submitting Tenders, Proposals and Quotations

- When submitting **tenders** enclose **two (2) copies** of your tender in the envelope.
- When submitting **proposals** enclose the number of copies **as stated in the proposal** document.
- When submitting **quotations** submit only **one (1) copy**.
- Attach any/all **addenda** to your tender, proposal or quotation document.
- Write the tender/proposal/quotation **Reference Number** on your envelope.

If you have any questions please call the **Materials Management** office at **(807) 625-2252**.

The City of Thunder Bay **Web Site** Address for a Listing of Tender Information and Downloading is:  
**[www.thunderbay.ca/materials](http://www.thunderbay.ca/materials)**



MATERIALS MANAGEMENT DIVISION  
Victoriaville Civic Centre  
111 Syndicate Avenue South  
PO Box 800  
Thunder Bay, ON P7C 5K4

FINANCE DEPARTMENT

Tel: (807) 625-2252  
Fax: (807) 622-0181

**REQUEST FORM**

**REQUEST FOR BIDDER INFORMATION**

(when DOWNLOADING documents)

Please **FAX** this FORM  
To MATERIALS MANAGEMENT  
**FAX: (807) 622-0181**

Please **COMPLETE** and **FAX** this Form to Materials Management once you have downloaded the document and may be interested in submitting a bid.

**Note:** It is the responsibility of the Vendor to check the City's Web Site for any Addenda or updates prior to submitting your bid.

TENDER # \_\_\_\_\_ EOI # \_\_\_\_\_  
PROPOSAL # \_\_\_\_\_ QUOTATION # \_\_\_\_\_

YOUR COMPANY NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
PO BOX \_\_\_\_\_  
CITY \_\_\_\_\_  
POSTAL CODE \_\_\_\_\_  
  
PHONE (    ) \_\_\_\_\_  
FAX (    ) \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_

From:

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THE CITY OF THUNDER BAY  
**MATERIALS MANAGEMENT DIVISION**  
VICTORIAVILLE CIVIC CENTRE  
111 SYNDICATE AVE S (main floor)  
PO BOX 800  
THUNDER BAY ON  
P7C 5K4

**PROPOSAL #** \_\_\_\_\_

CLOSING DATE

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When **Downloading** Proposal Documents, **cut or fold this page in half** and **Affix this ADDRESS LABEL** to your proposal submission envelope.  
Please indicate the Proposal #. Also include your firm's name in the top left corner.