



London
C A N A D A

THE CORPORATION OF THE CITY OF LONDON

REQUEST FOR PROPOSAL 11-49 LONDON'S CHILD AND YOUTH NETWORK WEBSITE DESIGN AND DEVELOPMENT

ANYONE DOWNLOADING THIS DOCUMENT AND INTENDING TO SUBMIT A BID MUST ENSURE THAT THEY HAVE REGISTERED WITH PURCHASING AND SUPPLY ON THE CITY OF LONDON'S WEBSITE. BY REGISTERING, YOU WILL BE ADDED TO THE BIDDERS MAILING LIST. FAILURE TO REGISTER SHALL RESULT IN YOUR BID BEING DISQUALIFIED. TO REGISTER, PLEASE COMPLETE THE REGISTRATION FORM ON-LINE. http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm

BIDS MUST BE RECEIVED BY PURCHASING AND SUPPLY IN A SEALED OPAQUE ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE RESPONDER, TITLE OF FILE AND FILE NUMBER. COMPLETED BIDS CAN BE **MAILED** TO PURCHASING AND SUPPLY, P.O. BOX 5035, LONDON, ONTARIO N6A 4L9 OR **HAND DELIVERED** (IN PERSON OR BY COURIER) TO PURCHASING & SUPPLY, 267 DUNDAS STREET, 4TH FLOOR. LONDON, ONTARIO N6A 1H2. RESPONDENTS ARE SOLELY RESPONSIBLE FOR ENSURING BIDS ARE RECEIVED BY PURCHASING & SUPPLY PRIOR TO THE CLOSING DATE AND TIME. FAILURE TO SUBMIT THE BID AS REQUESTED WILL RESULT IN IT BEING DISQUALIFIED.



THE CORPORATION OF THE CITY OF LONDON

Purchasing and Supply
P.O. Box 5035
London, Ontario N6A 4L9
www.london.ca

PROPOSAL CHECKLIST

1. Have you properly and clearly completed the on line registration form? _____
2. Have you complied with the "Submission Instructions", Section 5.0? _____
3. Have you complied with the "Mandatory Requirements", Section 9.3? _____
4. Have you acknowledged the number of addenda issued in the appropriate space provided in section 11-7 of the Form of Proposal? _____

FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR PROPOSAL SUBMISSION BEING REJECTED.

5. Form of Proposal – Original Signature in Ink, Section 11.0? _____

FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL SUBMISSION BEING REJECTED.

PLEASE NOTE THAT THE CITY OF LONDON IS CLOSED FOR HOLIDAYS FRIDAY, DECEMBER 23RD, 2011 @ 12:00 PM NOON & WILL REOPEN TUESDAY, JANUARY 3RD, 2012 @ 8:30 AM.



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DOCUMENT FEES

- A) Original Hard Copy – Cost is \$27.00 – Cheque made payable to the “City Treasurer”.**
- i) upon request, the City will mail out a hard copy of the original document, including drawings (if applicable); and
 - ii) notify bidder who was awarded the contract.
- B) Electronic Copy – No fee for this service – City of London’s website, http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm**
- i) bidders are responsible to check the City’s website on an on-going basis for up and coming requirements;
 - ii) bidder is responsible to complete the registration form as instructed on City of London’s website;
 - iii) bidder is responsible to download the document they are bidding on; and
 - iv) bidder is responsible to check the website for the award of the contract.

**BIDDERS PLEASE READ
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS**

1. DEFINITIONS PERTAINING TO THE CONDITIONS, INSTRUCTIONS & INFORMATION LISTED BELOW

Request for bids: is used in place of request for tender, quote, proposal, and information in the appropriate context

Bidder: a person, corporation or other entity that responds, or intends to respond to a request for bids

Successful Bidder: a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for bids

Seller: used in place of Successful Bidder

City: used in place of The Corporation of the City of London

Tax

2. WARRANTIES FOR USAGE

Whenever requests for bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder's information ONLY and will be used for tabulation and presentation of bid prices and the City reserves the right to increase or decrease quantities as required.

3. BRAND NAMES

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. However, if a product other than the specified is bid, it is the Bidder's responsibility to name such product within the submitted document and to prove to the City that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the judge concerning the merits of bids submitted.

4. SAMPLES AND DEMONSTRATIONS

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of request for bids opening, only upon request of the City, unless otherwise stated in the document. If samples are requested, samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit/s bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Bidder's expense. Samples are not to be mailed with bid submission, but must be mailed under separate cover, addressed to Purchasing & Supply, 267 Dundas Street, or P.O. Box 5035, London, Ontario N6A 4L9.

5. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this request for bids shall be new. The items must be new, the latest model, of the best quality and highest grade workmanship.

6. ACCEPTANCE OF MATERIAL

The material delivered under this request for bids shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

7. VARIATIONS TO SPECIFICATIONS

For purposes of evaluation, Bidders MUST indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated or referenced in the space provided on the Form of Tender / Quotation / Proposal, it will be assumed the product or service fully complies with the City's specifications, terms and conditions.

8. DELIVERY

Time will be of the essence for any orders placed as a result of this requests for bids. The City reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made at the time(s) specified.

9. DEFAULT PROVISION

In cases of default by the Successful Bidder, the City may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Bidder responsible for any excess costs occasioned or incurred thereby.

10. COPYRIGHTS OR PATENT RIGHTS

The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. SAFETY STANDARDS

The Bidder warrants that the product supplied to the City conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

12. MANUFACTURER'S CERTIFICATION

The City reserves the right to request from the Bidder separate manufacturer's certification of all statements made in the bid document.

**BIDDERS PLEASE READ
GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR BIDDERS**

13. SIGNED BID TO BE CONSIDERED AN OFFER

The submission of an originally signed bid document to the City shall be deemed to constitute an "Offer" which may be accepted, at the option of the City by:

- a) written acknowledgement of acceptance, OR
- b) the issuance of a "purchase order"

And upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Bidder.

Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

14. ORAL INSTRUCTIONS OR SUGGESTIONS

The City will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the Manager of Purchasing & Supply.

15. DISCREPANCIES AND OMISSIONS

Should the Bidder find discrepancies in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall notify the Manager - Purchasing & Supply who may, if necessary, post Addenda to the City's website. http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm.

16. SPECIFICATIONS

No Successful Bidder is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

17. RESERVATIONS FOR REJECTION AND AWARD

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities and to request rebids on the required material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination as shall best serve the interests of the City in the opinion of the Manager - Purchasing & Supply and the applicable Department, unless otherwise stated.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the applicable Department personnel).

18. BID ATTACHMENTS

A response to a request for bids which has attached a condition of sale or any other attachment which alters the specifications, conditions or terms, or makes it subordinate, may be cause for rejection.

19. ADDITIONAL GENERAL CONDITIONS

Instructions to Bidders and Information for Bidders dealing with the specific requirements of this request for bids are included in the attached request for bid documents.

20. SUCCESSORS AND ASSIGNS

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

21. SUB-CONTRACTS

The Successful Bidder shall not, without the written consent of the City, make any assignment or sub-contract for the provision of any goods or services hereby bid on.

22. WARRANTY

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the City, the Successful Bidder will at any time within 3 months of delivery thereof, and at their expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship.

23. LAWS

It is agreed that the goods and services supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.

THE CORPORATION OF THE CITY OF LONDON



Request for Proposal 11-49 London's Child and Youth Network Website Design and Development

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Request for Proposal 11-49 London's Child and Youth Network Website Design and Development

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THE CORPORATION OF THE CITY OF LONDON

Request for Proposal 11-49 London's Child and Youth Network Website Design and Development

December 2, 2011

1.0 PURPOSE

The City of London on behalf of London's Child and Youth Network, herein referred to as the "City" is seeking Proposals from qualified creative firms to create a Website for London's Child and Youth Network (CYN). The CYN has evolved to a point where it is essential to develop a dedicated website that is more robust, functional and accessible. The site will be divided to serve our 2 primary audiences: 1) members of the public, and 2) CYN members.

1. Members of the public including: media, local politicians, the business community and local residents, are increasingly aware of the CYN and the work that is happening in the community. The purpose of this section of the website will be to clearly communicate what the CYN is and connect visitors to our priority initiative websites (i.e. This IS Literacy, inMotion, The Real Issue). As well, we require a dedicated media relations space to post news releases and media advisories.
2. The needs of our CYN members have also become more complex. They require an online platform to: share documents; access training and education opportunities; communicate with each other; find news and events; and, access tools and resources. Due to the complexity of the CYN's work and the many committees that are involved, this section of the website will be much more technical and robust. The challenge will be to develop a solution that provides a comprehensible, user-centric experience.

2.0 BACKGROUND

London's Child and Youth Network (CYN) is comprised of over one hundred and fifty (150) agencies and organizations that work with children, youth and their families across the city. The CYN has developed a collaborative agenda, which is ambitious and includes a long term plan designed to help London achieve its vision for children youth and families.

London's Child and Youth Network vision is:

Happy healthy children and youth today; caring, creative, responsive adults tomorrow.

Concrete action plans have been developed by members of the CYN around its four (4) priorities for children, youth and families: ending poverty, increasing healthy eating and healthy physical activity, making literacy a way of life and creating a family-centered service system.

Raising awareness and engaging the community are key strategies in all four priorities. The more people understand about how poverty, lack of literacy and physical inactivity affect children's health and wellbeing, the more likely they are to help solve these problems; and the more they know about the services available in our community, the more likely they are to use them.

For a full copy of the Child and Youth Agenda, please go to:

http://www.london.ca/d.aspx?s=/Child_Youth_Network/default.htm

3.0 RFP SCHEDULE

The following is a tentative schedule to assist Proponents:

Event	Date
Proposals Close	Friday, January 6 th , 2011;2
Deadline for Questions	Wednesday, December 21 st , 2011;
Evaluation of Submissions	Week of January 9 th , 2012;
Interviews if Required	Week of January 16 th , 2012; and
Award of Proposal	Week of January 23 rd , 2012.

4.0 INFORMATION FOR BIDDERS

- a) Proposals received by Purchasing and Supply later than the specified closing time will be returned unopened to the bidder.
- b) A bidder who has already submitted a proposal may submit a further proposal at any time up to the official closing time. The last proposal received shall supersede and invalidate all proposals previously submitted by that bidder as it applies to this request for proposal.
- c) A bidder may withdraw a submitted proposal at any time up to the official closing time by letter bearing a signature and/or seal as in the original proposal. Withdrawal requests received after the proposal closing time will not be permitted.
- d) In the event that only one proposal is received at time of closing, the Manager of Purchasing and Supply or designate will either open the proposal or delay opening of the proposal for consultation with the respective Executive Director as to whether to open or reject the proposal. A rejected proposal will be returned unopened to the bidder. A decision to re-propose will be made respectively by the Manager of Purchasing and Supply and the respective Executive Director.
- e) The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this proposal. Amendments or changes to this proposal prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing & Supply Team of the City of London. Any Addendum will be posted on the City's Purchasing & Supply Web Site: http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm
It is the bidder's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The City makes no promise or guarantee that addenda will be delivered by any means to any bidder. By submitting a bid in response to this proposal, the bidder acknowledges and agrees that addenda shall only be posted on the City's Web Site and it is the sole responsibility of the bidder to check this Web Site for said addenda. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR BID BEING REJECTED**
- f) Bidders are to refer to the General Conditions, Instructions and Information for Bidders. Your proposal and any resultant purchase will be based on these conditions unless otherwise agreed to in writing. In the event of any conflict between the General Conditions, Instructions and Information to Bidders and the terms or conditions of this proposal, the terms and conditions of this proposal shall prevail.

4.0 INFORMATION FOR BIDDERS...cont'd

- g) The City reserves the right to accept or reject any and all proposals. The City further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the Manager of Purchasing and Supply and the applicable Executive Director, unless otherwise stated.
- h) The acceptance and award of the proposal and execution of an agreement, contract or purchase order is subject to approval by City Council.
- i) All prices must be stated in **Canadian** funds. Prices must also be inclusive of customs, duty and freight.
- j) If the amount proposed for a unit price item does not agree with the extension of the estimated quantity and the proposed unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly. If both the unit price and the total price are left blank, then both shall be considered as zero. If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity. If the total price is left blank for a lump sum item, it shall be considered as zero. If the proposal contains an error in addition and/or subtraction and/ or transcription in the approved proposal documentation format requested (i.e. Not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern. Proposals containing prices which appear to be so unbalanced as to likely affect the interests of the City adversely may be rejected.
- k) By submitting a bid, the bidder acknowledges and accepts all terms and conditions in this bid solicitation document and all policies and procedures in the Procurement of Goods and Services Policy located on the City of London Purchasing and Supply Chain Website.

5.0 SUBMISSION INSTRUCTIONS

5.1 Closing Date and Time

Proponents are required to submit one (1) signed original and four (4) copies of the Request for Proposal in a sealed envelope clearly identified as **Request for Proposal 11-49, London's Child and Youth Network Website Design and Development to Purchasing and Supply**. Completed submission can be **mailed** to Purchasing and Supply, P.O. Box 5035, London, Ontario N6A 4L9 or **hand delivered** (in person or by courier) to Purchasing & Supply, 267 Dundas Street, 4th Floor, London, Ontario N6A 1H2 and must be received before **2:00 pm, local time, Friday January 4th, 2012**. **Failure to submit the Form of Proposal (page 15) will result in your proposal being rejected**. Respondents are solely responsible for ensuring bids are received by Purchasing & Supply prior to the closing date and time.

5.2 Late Submissions

Proposals received by Purchasing and Supply later than the specified closing time will be returned, unopened, to the Proponent.

5.3 Period of Acceptance

The proposal submission is to remain firm for acceptance for a period of ninety (90) days from the date of closing.

5.0 SUBMISSION INSTRUCTIONS...cont'd

5.4 Questions/Inquiries

- a) Inquiries regarding this RFP are to be directed to City of London, Purchasing and Supply, Chris Ginty, CPPB, Procurement Officer, by facsimile at 519 661-5030 or e-mail to purch@london.ca. Inquiries must not be directed to other City employees or Elected Officials. **Directing inquiries to other than Purchasing and Supply may result in your submission being rejected.**
- b) All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. **Responses to clarification requests will be provided to all Proponents in writing in the form of an Addenda which will only be posted on the City's website.**
- c) The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this Proposal. Amendments or changes to this Proposal prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing & Supply Team of the City of London. Any Addendum will be posted on the City's Purchasing & Supply Web Site: http://www.london.ca/d.aspx?s=/Tenders_and_RFPs/default.htm. It is the proponent's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The City makes no promise or guarantee that addenda will be delivered by any means to any proponent. By submitting a proposal in response to this Proposal, the proponent acknowledges and agrees that addenda shall only be posted on the City's Web Site and it is the sole responsibility of the proponent to check this Web Site for said addenda. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR BID BEING REJECTED**
- d) Each Proponent must review all proposal documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the City in writing, **prior to Wednesday, December 21st, 2011 at 2:00 p.m.**
- e) Where a request results in a change or a clarification to the proposal, the City will prepare and issue an Addendum to this proposal as stated in 5.4 c). No Addendum will be issued within the forty-eight (48) hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the City of London for regular business hours. Bidders that have submitted bids prior to the date and time cut-off for Addenda issuance are solely responsible to monitor the City's website for further Addendum and are therefore also solely responsible for submitting complete new bids acknowledging any said Addendum prior to the closing date and time of the bid solicitation.

5.5 Rights Reserved by the City

- a) The City is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the City shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City of any proposal, or by reason of any delay in the award of the proposal.
- b) The lowest proposal will not necessarily be accepted. The City reserves the right to accept/reject any or all proposals and/or reissue the RFP in its original or revised form.
- c) The City reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
- d) The City reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.

5.0 SUBMISSION INSTRUCTIONS...cont'd

5.5 Rights Reserved by the City...cont'd

- e) The City reserves the right to cancel this RFP at any time, without penalty or cost to the City. This RFP should not be considered a commitment by the City to enter into any contract.
- f) In the event of any disagreement between the City and respondent regarding the interpretation of the provisions of the RFP, the Manager of Purchasing and Supply or an individual acting in that capacity, shall make the final determination as to interpretation.

5.6 Treatment of Information

- a) The information submitted in response to this RFP will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act and in accordance with Section 8.11, "Confidentiality of Proprietary Information", of Council Policy 21 (1). The information collected will be used solely for the purposes stated in this request.
- b) The Proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in this section of the RFP.

6.0 REQUIREMENTS AT TIME OF EXECUTION

Subject to an award of the proposal, the successful Proponent is required to submit the following documentation in a form satisfactory to the City for execution within ten (10) working days after being notified to do so in writing:

1. Insurance Documents; and
2. Clearance Certificate from the Workplace Safety and Insurance Board.

If the successful Proponent for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the City shall be at liberty to accept any other bid, advertise for new proposals or carry out the work in any way as the City may, at its sole discretion, deem best.

6.1 Insurance

Insurance and Indemnification:

The successful Proponent shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000) dollars and shall include the City as an additional insured with respect to the successful bidders operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b) Automobile liability insurance for an amount not less than two million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonable require.

6.0 REQUIREMENTS AT TIME OF EXECUTION...cont'd

6.1 Insurance...cont'd

- c) The successful Proponent shall not commence work until satisfactory evidence of insurance has been filed with and approved by the Risk Management Division of the City. The successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.
- d) The successful Proponent shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the Proponent, its agents, officers, employees or other persons for whom the Proponent is legally responsible.

6.2 Workplace Safety & Insurance Board

- a) The successful bidder shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every sixty (60) days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. The successful bidder further agrees to maintain their WSIB account in good standing throughout the contract period.
- b) If the successful bidder is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the City prior to commencement of work.

7.0 TERMS AND CONDITIONS

7.1 Pricing

A lump sum fee must be indicated in the Form of Proposal.

7.2 Taxes

HST – Extra.

All bidders shall provide their Harmonized Sales Tax (HST) registration number in their Request for Proposal Submission Form. Note: If the bidder is located outside of Canada and is not a HST Registrant, this may not apply.

7.3 Disputes

In cases of disputes as to whether or not the products / service proposed meets the conditions in the accepted proposal, the decision of the Manager of Purchasing and Supply and or designate for the City shall be final and binding on all parties.

7.4 Police Records Check and Vulnerable Position Screening

It is the responsibility of the successful bidder to obtain a Police Records and Vulnerable Position Screening clearance for all employees who will be providing the Service and ensure that they are kept current throughout the contract period. The successful bidder must make these documents available for review by the City of London upon request. The City will conduct random reviews (we will provide the successful bidder with advance notice) at your own office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.

7.0 TERMS AND CONDITIONS...cont'd

7.5 Assignment of Contract

Following award of the contract, the successful bidder shall not, without written consent of the Manager of Purchasing and Supply or designate make any assignment or any subcontract for the execution of any service or product hereby quoted on. The consent of the Manager of Purchasing and Supply or designate may be arbitrarily withheld.

7.6 Joint Submission

If a Proposal is a joint submission of two (2) or more Proponent firms, a single Proposal is to be coordinated and submitted by the lead firm with the required information. The lead firm shall act as the Proponent in all contractual obligations of any resulting award and agreement.

7.7 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The Contractor shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

7.8 Changes in Law

The parties acknowledge that performance of the obligations required hereunder may be affected by changes in applicable laws of the Province of Ontario. In the event of a change in applicable legislation that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate the provisions of this Agreement to achieve mutually acceptable terms for the performance of acts required hereunder. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of the Arbitration Act S.O. 1991, C. 17.

7.9 Exclusion of Proponent in Litigation

- a) The City may, in its absolute discretion, reject a proposal submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against the City, its elected or appointed officers and employees in relation to:
 - i. Any other contract or services; or
 - ii. Any matter arising from the City's exercise of its powers, duties, or functions.
- b) In determining whether or not to reject a proposal under this clause, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives, and whether the City's experience with the Proponent indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.

7.0 TERMS AND CONDITIONS...cont'd

7.10 Exclusion of Proponent Due To Poor Performance

- a) The Executive Director shall document evidence and advise Purchasing and Supply in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations
- b) The City Treasurer may, in consultation with the City Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.

8.0 SCOPE OF WORK

8.1 Guidelines

The site needs to be developed with ease-of-use for the user as the primary objective. The successful proposal will demonstrate the ability to provide complex web-based solutions that are easy to navigate and responsive to the unique needs of various user groups.

The ability to develop a solution that is expandable and flexible to the needs of various content providers within the Child & Youth Network is essential. These needs may change over time with additional functions being added to the site. The solution must be able to accommodate such additions and changes.

Finally, the Child and Youth Network website currently exists within The City of London corporate website: www.london.ca. This site is managed on the Microsoft Front Page platform. Although the site will be hosted independently, it would be considered an asset for the producer to be familiar with the Microsoft Front Page platform. In the event that it was determined that the site should be brought back to be part of the City of London website this capability should exist with a reasonable amount of adaptation.

Project Estimates:

Please submit a project estimate that details the number of hours and associated costs for the following:

- 1) *Site Development*
- 2) *Content Development*
- 3) *Hosting*
- 4) *Maintenance / Support*
- 5) *Rate for post-launch site development*
- 6) *Rate for post-launch content development*

8.2 Deliverables

Deliverables required for the development and design of the CYN Website shall include, but are not limited to the following deliverables:

Timeline:

- Website must be ready to go live on or before: May 1st, 2012.

Public Section Features:

Static Content:

- What is London Child and Youth Network ("About" section);
- CYN video (existing);
- History of CYN;

8.0 SCOPE OF WORK...cont'd

8.2 Deliverables...cont'd

- Priority descriptions and links to initiative websites;
- CYN media kit; and
- Contact Form: to ask an expert, contact CYN Project Manager, etc.

Dynamic Content:

- Media releases (with RSS feed) ;
- Public events listing (with filtering by category); and
- Research & links.

Additional Features:

- Accessibility: Website must conform to W3C Standards for Accessibility;
- Plan to address issues of language diversity and other supports for immigrant/newcomer community; and
- Google Analytics: to generate statistics.

Members Section Features:

Static Content:

- Member benefits section.

Dynamic Content:

- Document hosting / archive;
- White board or Wiki function;
- Event listings;
- Resource links;
- Training and education platform;
- News and events;
- Virtual Community of Practice;
- Job posting section; and
- E-newsletter landing page.

Additional Features:

- Secure access with user ability to manage profiles;
- Fillable & savable forms;
- Search function;
- Customizable user dashboard or other customizable user view/navigation feature;
- Social media integration;
- Project management features (similar to Basecamp or Box.net);
- Marketing and Communication tools; and
- Simple survey tools.

Content Maintenance Accessibility for changes/additions/edits to website:

- Must be accessible and easy to use so that someone with little to no technical knowledge is able to input text, images, and video and edit text and images with ease.

8.0 SCOPE OF WORK...cont'd

8.2 Deliverables...cont'd

Creative services to include:

- Web development;
- Content development (written descriptions, instructions, media kit, adapting existing written content, etc.);
- Graphics and information, layout and navigation design (except for things that we already have, such as logo, photos, etc.);
- The cost to purchase images;
- Hosting and maintenance of website;
- Minimum of 15-20 hours of support post launch for testing, changes, new developments, etc.; and
- Testing for compatibility with Mac, PC, Safari, Chrome, Internet Explorer and Firefox.

Existing website layouts and features that represent vision/ideas for this website are:

- ACE Communities Alberta: www.acecommunities.ca (content);
- Pillar Nonprofit Network: www.pillarnonprofit.ca (content/organization);
- Ontario One Source for Business: https://www.appmybizaccount.gov.on.ca/wps/portal/mba_pub/ (organization/functionality); and
- Parks and Recreation Ontario: www.prontario.org (organization/functionality).

Some websites that this website would link to are:

- www.inmotion4life.ca
- www.thisisliteracy.ca
- www.therealissue.ca

9.0 SUBMISSIONS REQUIREMENTS

9.1 General

- a) The City is requesting proposals from firms who are both interested and capable of undertaking the project.
- b) The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the RFP.
- c) The responses will be assessed according to how well they assure the City's success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the Proponents expertise and competence.
- d) All information provided in response to this RFP must contain sufficient detail to support the services being proposed. **Incomplete submissions will not be considered.**
- e) All prices must be stated in **Canadian** funds. Prices must also be inclusive of customs, duty and freight.

9.0 SUBMISSIONS REQUIREMENTS...cont'd

9.2 Administration Fee

- a) Proponents who elect to retrieve the information from the City's website, www.london.ca will not be charged the administrative fee noted below, but must complete the **Registration Form** as instructed on the web page.
- b) Proponents who do not elect to retrieve the proposal information from the City's website will be required to submit a \$27.00 administrative fee with their proposal in the form of a cheque or Canadian Currency. Cheques are to be made payable to the "City Treasurer". **Failure to do so will result in a delay in processing of the bid. Please refer to section 4.5c) Questions/Inquiries regarding the issuance of all addenda.**
- c) Proponents who have not submitted a bid or remitted the administrative fee will be removed from future bidder's lists.

9.3 Mandatory Requirements

Your proposal submission **MUST** follow the following format:

Title page which will include the Proponent's legal name, address, telephone and fax numbers, e-mail address and name of primary contact and date.

A least one (1) original signed "**Form of Proposal**" **MUST** be submitted with the proposal submission and must be completed in ink, in full, signed and returned in a sealed envelope clearly marked with the name and address of the Proponent, Title of File and File Number.

Provide a detailed itemized breakdown of all project costs, hourly rates, products license fees, support lump sum or any other related charge and payment details; disclose all short-term as well as long terms expenses.

Submit supporting documentation listing past and or current similar projects.

Proponents are to provide a brief description of the project development approach, process, creativity and how they would provide a marvelous navigating experience for the target audience with fresh and original content so that the readers can be benefited. Show how the website can be interactive so that people coming there should have fun but keep it simple as it should look polished and professional.

Provide a detailed timeline/schedule for each phase of development.

Provide information about the proposed team responsible for this project. Include names, designations, qualifications, accreditations and related experience.

Provide a minimum of three (3) references which are similar in scope of work. Include contact name, title, phone number and approximate cost of project.

10.0 EVALUATION CRITERIA

10.1 Evaluation Team

Proposals will be evaluated by an evaluation team with representation from all key functional areas including Community Services/Neighbourhood & Children Services, Technology Services Division and Purchasing and Supply.

BY RESPONDING TO THIS RFP, PROPONENTS ACKNOWLEDGE THAT THE EVALUATION TEAM IS SOLELY RESPONSIBLE FOR RECOMMENDING THE SUCCESSFUL PROPONENT.

10.0 EVALUATION CRITERIA...cont'd

10.2 Evaluation Criteria...cont'd

The evaluation criteria will be based on, but not limited to, the following:

- i) Proposed budget;
- ii) Experience - successful completion of similar projects;
- iii) Expertise - in recommending and communicating appropriate technical and aesthetic solutions (as evidenced by the proposal and references);
- iv) Accreditations and Qualifications to undertake this project, including depth and breadth of staff to develop the site in the time frame needed;
- v) Proposal Presentation - well organized, presented in a clear and logical manner; and
- vi) References.

The order of the items listed in this Section should be taken as an indication of the relative importance of any particular criteria in the evaluation process.

10.3 Submission Weighting

- i) Proposed budget – 30 Points
- ii) Experience – 30 Points;
- iii) Expertise – 30 Points;
- iv) Accreditations and Qualifications – 20 Points;
- v) Proposal Presentation – 15 Points; and
- vi) References – 5 Points.

10.4 Interview & Presentation

- a) If required, will be conducted tentatively the week of January 16th, 2012; the interview and presentation process shall be attended by the proponent's representatives.

Interview & Presentation Agenda:

- i) Brief Introduction of Evaluation Team, 5 minutes;
 - ii) Presentation by the Proponent, 10 minutes; and
 - iii) Question & Answer Period, 15 minutes.
- b) Proponents will be notified, by e-mail, of an interview and presentation time and location.

10.0 EVALUATION CRITERIA...cont'd

10.5 Selection Process

- i) Receive written responses from Proponents;
- ii) Evaluate Proposals;
- iii) Short list submissions;
- iv) Interview(s), if necessary;
- v) Recommendation; and
- vi) Agreement, Purchase Order or Contract Record.

The Review Committee will review each submission according to the evaluation criteria listed in Section 10.2. This review will take into account available funding. Submissions may be subject to negotiation at the sole discretion of the Review Committee. Clarification of the submissions contents may be requested to enable the evaluation team to further understand the proposal under review. In all cases, proponents will be advised by the evaluation team as to the status of their submission.

Chris Ginty, C.P.P. B.
Procurement Officer, Purchasing and Supply

Manager's Initials_____/jf

11.0 FORM OF PROPOSAL

Description	Unit	Extended Price
To provide all necessary labour, materials and equipment to provide London's Child and Youth Network Website Design and Development.	Lump Sum	\$
HST @ 13%		\$
GRANDTOTAL		\$

AT LEAST ONE (1) SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN YOUR SUBMISSION COMPLETED IN INK, IN FULL. FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL SUBMISSION BEING REJECTED.

- 11.1 Please state terms of payment (Note: Early payment discounts will be considered in the award of the contract, and will apply **after** taxes):
-
- 11.2 I/WE, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal.
- 11.3 I/WE further declare that all statements, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.
- 11.4 I/WE further declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.
- 11.5 I/WE further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation representatives, relative to this proposal.
- 11.6 WE further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate on behalf of the Proponent.
- 11.7 I/WE have allowed for Addenda numbered as follows: #_____ through to #_____.

FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR PROPOSAL SUBMISSION BEING REJECTED.

11.0 FORM OF PROPOSAL...cont'd

COMPANY NAME: _____

ADDRESS: _____

CITY/PROVINCE: _____

POSTAL CODE/ZIP CODE: _____

AUTHORIZED SIGNATURE: _____ TITLE: _____
I/WE are authorized to bind the COMPANY/CORPORATION.

NAME (Please print or type): _____

TELEPHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

HST REGISTRATION NUMBER: _____

EMAIL ADDRESS: _____

DATE OF PROPOSAL: _____

NOTE: Please return your submission in addition with pages 14 and 15 complete with an original signature in ink on or before 2:00 pm, Local Time, FRIDAY, JANUARY 6th, 2012.

FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL SUBMISSION BEING REJECTED.

PLEASE NOTE THAT THE CITY OF LONDON IS CLOSED FOR HOLIDAYS FRIDAY, DECEMBER 23RD, 2011 @ 12:00 PM NOON & WILL REOPEN TUESDAY, JANUARY 3RD, 2012 @ 8:30 AM.