



**NOTICE TO POTENTIAL PROPONENTS**

**FOR: GRAFFITI REMOVAL**

Please review the attached document and submit your proposal to the address noted below by the closing deadline of 12:00 noon on January 14, 2022.

**Information and/or site meeting requirements:**

<b>Deadline for questions:</b>	<b>December 14, 2021</b>
<b>Deadline for Issuance of any addenda</b>	<b>January 14, 2022</b>
<b>London Downtown Business Association</b>	<b>Hailey Etchen</b>

## **1.1 TERMINOLOGY**

Throughout this Request for Proposal, unless inconsistent with the subject matter or context,

“Addendum” or “Addenda” means any document or documents issued by the Downtown London BIA prior to the Closing Deadline that changes the terms of the RFP or contains additional information related to the RFP.

“Agreement” and “Contract” means any written contract, including the Agreement, as the context may require, between the Downtown London BIA and the Contractors will enter to its own separate Agreement with respect to any Work contemplated by the RFP, and shall be deemed to include the terms and conditions for the provision of the Work as set out in this RFP (including all schedules and forms to the RFP), any Addenda issued and the Contractor's Proposal.

“Affiliated Person” means everyone related to the Proponent including, but not limited to employees, agents, representatives, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly owned, as well as individuals, and directors, if:

- A. Directly or indirectly either one controls or has the power to control the other, or
- B. A third party has the power to control both.

“Agreement” means any written contract between the Downtown London BIA and a Vendor with respect to the Services contemplated by this RFP and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP.

“BIA” means Business Improvement Areas in the City of London.

“Business Day” means Monday to Friday inclusive, excluding statutory and other holidays, namely, New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the DLBIA has elected to be closed for business.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where: Relation to the performance of its contractual obligations in the contract, the Vendor’s other commitment relationships, or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

“Heritage Properties” means all properties designated under either Part IV or V of the Ontario Heritage Act.

“Independent Contractor(s)” means if an individual's services are intended to be provided on an independent contractor basis, it must be a true independent contractor relationship and shall be

subject to Canada Revenue Agency (CRA) guidelines for determining a worker's employment/employer status.

"LDBA" refers to the London Downtown Business Association.

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*.

"Power Wash" means the use of self-contained water vehicles that can provide a hot power wash to do general washes, detailed power washes upon request from the LDBA.

"Prevention Services" means the application of an anti-graffiti coating on LDBA assets of their choice to a substrate that will ultimately reduce the difficulty of removing graffiti vandalism on an ongoing basis.

"Prime Proponent" means the legal entity from among a consortia or team of entities that is designated as the Proponent, who binds itself to the Downtown London BIA for the entire Proposal and who will be required to execute an Agreement with the Downtown London BIA for this project on behalf of the consortia or team of entities providing goods or services to the project. Any reference to "Proponent" in this RFP or any term applicable to a "Proponent" applies equally to any Prime Proponent.

"Priority Service" means any services requiring removal in less than a twenty-four (24) hour period. Contractor must acknowledge the work request within four (4) hours.

"Proactive Removal Program" means a patrol-based program that provides graffiti vandalism, poster, and sticker removal services for specified assets within specified boundaries.

"Proponent" means a legal entity that submits a Proposal. If two or more legal entities wish to submit a proposal as a consortium, one member of the consortium must be identified as the proponent with whom LDBA may enter into an agreement, and the other member(s) must be identified as subcontractors to that proponent.

"Scratchiti" means a form of Graffiti Vandalism in which markings are etched into hard surfaces such as glass and metal.

"Subcontractor" means a person or entity having a direct contract with the Contractor to perform a part or parts of the Work or to supply material with respect to the Work, upon the prior approval of the Downtown London BIA.

"Tag" means a stylized signature or logo that is intended to identify an individual or group or any other marking used for a like purpose or effect.

"Vendor" means the successful Proponent with whom the Downtown London BIA enters into an Agreement and includes the term "Supplier".

“Work” means all services and deliverables to be provided by a Vendor as described in this RFP.

## **1.2 RFP Process Terms and Conditions**

This RFP process is governed by the terms and conditions in Appendix ‘A’.

### **2.1 PURPOSE**

The purpose of this RFP is to select one (1) qualified and experienced Proponent to provide all labour, material, permits and equipment necessary to provide **of Graffiti Removal, Power Washing, Glass & Metal Repair, Coating and Maintenance Services** to public and private properties within the boundaries of the Downtown London BIA.

### **2.2 Term of Contract Agreement**

The Downtown London BIA is seeking to enter into an agreement upon award for a period of one (1) year commencing on or about April 1, 2022, with the BIA having the option to renew the Contract Term for up to four (4) additional and separate one (1) year periods, on the same terms and conditions as the Agreement, at the LDBAs sole discretion.

- Option Year 1: April 1, 2022
- Option Year 2: April 1, 2023
- Option Year 3: April 1, 2024
- Option Year 4: April 1, 2025

The decision to renew the contract for the option year period(s) will be at the discretion of the BIA and will be decided at least four (4) months in advance. All terms and conditions of the contract shall remain in effect and continue during the optional year(s).

Included in the decision to accept any option year(s) of the contract, is a price adjustment annually effective (**Consumer Price Index (CPI)**) for a 12-month period, using the most current CPI release date at the time of analysis, conducted by the BIA for the deliverables including herein, at the time the option is being renewed.

Option year quantities provided are estimates only and should not be interpreted as indicating a minimum or maximum order quantity. These quantities are not guaranteed to be accurate and are furnished without any liability to LDBA whether decreased or increased.

### **2.3 Background**

In 2006, Downtown London BIA adopted a Graffiti Management Plan for the BIA. This proactive effort balances the need to eliminate graffiti vandalism that has a detrimental impact on property owners, neighbourhoods, and LDBA’s image, while supporting graffiti art and other street art that adds vibrancy to our streets. The plan contains two action areas:

- a) Rigorous proactive efforts against Tagging and Other Illegal Graffiti;
- b) Better Reporting Mechanisms and Support for Victims of Tagging and Other Illegal Graffiti.

### **3.1 SCOPE OF WORK**

Graffiti Removal may be required at multiple locations on diverse surface types in all environmental conditions, on a year-round basis. The LDBA will require the services of the Successful Proponent to perform this Service safely during winter months and must utilize techniques to prevent unsafe conditions or paint damage after removal throughout the year.

It is important that the Proponents understand that all work must be performed in accordance with all labours laws, employment laws and health and safety regulations.

Fair Wage and Labour Trades information is prepared by: Labour Standards and Workplace Equity Division, Labour Program, Employment and Social Development Canada must meet the standards of Downtown London BIA.

Responsibilities of the Successful Proponent will include, but are not limited to, the following:

### **3.2 Operations**

The Successful Proponent shall provide all labour, materials, services, supplies, tools, equipment, apparatus, transportation, permits, facilities, and incidentals required to perform Graffiti Removal and Maintenance Services on any surface at any height, including, but not limited to, above ten (10) feet from the street or sidewalk, above grade elevations, Heritage Properties, all internal/external walls on all stories of affected buildings.

3.2.1 The Successful Proponent's responsibility to determine which method of Graffiti Removal is best suited for the location and surface which includes, but not limited to:

- a) Brick;
- b) painted surfaces;
- c) Concrete;
- d) Stucco;
- e) Stone;
- f) Wood;
- g) Plastic;
- h) metal; and
- i) glass

3.2.2 The removal method shall not:

- a) harm, deface or mar the surface;
- b) leave any shadows or ghost markings;
- c) follow the pattern of the Graffiti such that letters or similar shapes remain apparent on the

- surface after the paint, after the paint, marker, scratches, or similar markings have been removed; and
- d) damage the affected substrate.

3.2.3 The Successful Proponent shall pressure-wash or similar removal method for substrates that have not previously been painted, unless directed otherwise.

3.2.4 The Successful Proponent may be required to apply anti-graffiti coating, using materials which will be supplied by the Contractor.

3.2.5 The Successful Proponent shall provide online service summaries and estimates that state:

- a) Location;
- b) removal type
- c) date; and
- d) photos;

3.2.6 The Successful Proponent shall ensure that power washing services are provided in a manner that will not affect any business throughout the BIA. The power washing must not interfere with regular business hours and pedestrian traffic. It is the Proponent's responsibility to use discretion when power washing. Areas that may require power washing are:

- a) Sidewalks;
- b) Walls;
- c) windows; and
- d) awnings;

3.2.7 The Successful Proponent will be required to perform "Scratchiti," "Etchiti", and Acid removal from Glass and Metal.

3.2.8 The Successful Proponent shall ensure that all health and safety guidelines are followed and adhered to. This includes, but is not limited to:

- a) WHMIS;
- b) Working at heights;
- c) First Aid and CPR;
- d) Fit testing;
- e) Traffic Control – Book 7;
- f) AODA;
- g) The Ontario Sharps Collection Program; and
- h) Personal Protective Equipment.

3.2.9 The Successful Proponent shall deploy a Proactive Graffiti Patrol Program, including regular patrol routes, for assets within the BIA.

3.2.10 The Successful Proponent shall provide a streamlined and efficient workflow service request system, where Downtown London BIA can be notified and approve of service requests and invoices electronically.

- 3.2.11 The Successful Proponent is responsible for any substrate damage.
- 3.2.12 The Successful Proponent shall be responsible for the provision of water and power generation as required.
- 3.2.13 The Successful Proponent is required to reasonably match existing painted surfaces, cement grout and colouring.
- 3.2.14 When performing the Work, the Successful Proponent shall take precautions to protect the surrounding environment, including all persons, property and surfaces adjacent to the location where any services are being performed and are responsible for supplying and using covers, barriers and/or closed systems to protect the surrounding environment, including all persons, property, and adjacent surfaces, from over spray.
- 3.2.15 The Successful Proponent takes notice that sand, soda and/or water blasting is not a preferred method for any services under the provision of this RFP and the Successful Proponent shall comply with all Ministry of Labour, Ministry of Environment and Climate Change, and Environmental Protection Act requirements.
- 3.2.16 The Successful Proponent shall cooperate and help with investigations undertaken by the Police Service and be able to provide all requested information from files when requested.
- 3.2.17 The Successful Proponent shall ensure that a spill response plan is in place and that all employees are regularly trained in its use.
- 3.2.18 The Successful Proponent must adhere to all laws regarding requirements to ensure that wastewater or other discharge from the removal process does not enter into any catch basin, watercourse or cause an adverse effect on infrastructure or the natural environment. All water and discharge originating from removals must be collected and managed off-site according to Provincial Regulations.
- 3.2.19 The Successful Proponent must meet all Ministry of Environment and Climate Change approved hauling, treatment and disposal requirements for wastewater or other discharge. See: <https://www.ontario.ca/page/guide-applying-approval-hauled-sewage-septage-or-processed-organic-waste-biosolids>
- 3.2.20 Should any wastewater spill but remain in or on the natural environment, the Successful Proponent must immediately contain and clean the spill and notify the Ministry of Environment and Climate Change's Spills Action Centre. The affected area must be restored to its condition prior to the spill.  
For more information and instructions on how to report a spill, refer to (<https://www.ontario.ca/page/report-spill>).

3.2.21 The Successful Proponent is responsible for site clean-up and environmentally responsible disposal of waste material and residues.

3.2.22 All Work performed by the Successful Proponent shall be to the satisfaction of the LDBA.

3.2.23 Upon commencement of award and during the Term of the Contract, the Successful Proponent may be required to attend meetings. Failure to meet these requirements may result in the cancellation of the Contract.

### **3.3 Surface Coatings**

#### **3.3.1 General Requirements**

All surface coatings used shall meet the minimum requirements established below:

- a) All priming surface coatings (primers) used shall be quality primers with good hiding power. Primers shall be compatible with the surface it is used on as per the primer's manufacturer's technical data sheet and must adhere well to the substrate and resist fading and chalking.
- b) The surface coatings shall be applied evenly in a neat and workmanlike manner by a suitable method acceptable to the BIA. If a roller is used, the rolling shall be done at such pace that no spinning of the roller or throwing off surface coatings occurs when the roller is lifted from the surface.
- c) The Graffiti Vandalism must be hidden before the surface coated area will be measured for payment. The Successful Proponent will be required to re-coat areas if the Graffiti Vandalism remains visible after Work at no additional cost to LDBA.

#### **3.3.2 Common Requirements**

All surface coatings used shall meet the minimum requirements established below:

- a) All surface coatings offered must meet all the requirements of this specification including VOC content limits as defined in Canada, Gazette Vol. 143, No. 20 Part II, SOR/2009-264 September 9, 2009 - Volatile Organic Compound (VOC) Concentration Limits for Architectural Coatings Regulations and any amendments.
- b) All surface coatings utilized in performing the Work must not have a disagreeable odour during or after application.
- c) All primers utilized in performing the Work must be recommended for use by OEM of the surface coating(s) system used. In most cases primers and surface coatings will be from the same OEM.

#### **3.3.3 Environmental – Common Requirements**

- a) With Proposal submission or within ten (10) business days of request, Proponent shall state, content in % of Volatile Organic Compounds (VOC's), in which surface coatings and related surface coatings products offered.
- b) With Proposal submission or within ten (10) business days of request, Proponent shall state, which surface coatings and related products offered are lead-free, if any.
- c) With Proposal submission or within ten (10) business days of request, Proponent shall state which surface coatings and related products offered are mercury-free, if any.

- d) With Proposal submission or within ten (10) business days of request, Proponent shall state which surface coatings and related products offered are cadmium-free, if any.
- e) With Proposal submission or within ten (10) business days of request, Proponent shall state which surface coatings and related products offered are hexavalent chromium-free, if any.
- f) With Proposal submission or within ten (10) business days of request, Proponent shall state which surface coatings and related products offered are certified, qualified, or listed to:
  - i. UL 2768 – Architectural Surface coatings (formerly Environmental Choice Program Guideline CCD-047 "Surface Coatings"), or
  - ii. Green Seal GS-11 Edition 3.2 Oct 26, 2015 "Paints, Coatings, Stains and Sealers" Standard, or
  - iii. Master of Paint Institute GPS-1 – 14 or latest version – standard.

### **3.4 Work Schedule**

3.4.1 Work shall be performed from Monday to Sunday, between the hours of 7:00 a.m. and 9:00 p.m.

3.4.2 The Successful Proponent shall have an emergency contact who will be available for any emergencies that may arise and rectify service within four (4) hours of the request or if the service is discriminatory two (2) hours.

3.4.3 The Successful Proponent shall:

- a) Confirm receipt of notification in the form of phone call or email.
- b) Have the capability to dispatch service vehicles when necessary and have adequate equipment capable of performing the work as required.
- c) **Priority Service Call:** Where Hate/Racist, Gang-related and/or offensive Graffiti Vandalism is identified, the Successful Proponent shall acknowledge the service request notification within two (2) hours and remove the Graffiti Vandalism within twenty-four (24) hours of being notified.

### **3.5 Materials and Equipment**

The Successful Proponent shall ensure that all equipment, permits, and activities required to complete the Services meet the Ministry of Labour Standards (including tie-offs, hydro caps, linesmen, etc.).

- a) The Successful Proponent and all contracted Personnel shall have all necessary certificates relating to operating lifting devices, Ontario Ministry of Labour Working at Heights Certification. The following certifications may be required but are not limited to:
  - i) Occupational Health and Safety Awareness Training and Working at Heights Training, pertaining to Ontario Regulation 297/13 under the Occupational Health and Safety Act
  - ii) Aerial Work Platform
  - iii) Self-Propelled Elevating Work Platform
  - iv) Boom Type Elevating Work Platform
  - v) Vehicle-Mounted Aerial Device

- b) Materials used in the Work shall be applied in accordance with the manufacturer's directions and shall utilize appropriate techniques and applications best suited for the type of material being used.
- c) The Successful Proponent will be equipped with sufficient trucks and equipment to complete the assigned Work in a safe and timely manner.
- d) The Successful Proponent's service trucks must be in good mechanical condition and have a clean and tidy appearance, free of excessive rust.

### **3.6 Employee Appearance, Conduct and Safety**

3.6.1 It is the responsibility of the Successful Proponent to ensure that all Personnel are professionally trained in healthy and safety competency related to the potential existence of designated hazardous substances which include the potential of asbestos in asphalt pavement and the potential of lead-based paints on bridge railings.

- a) The Successful Proponent shall ensure that all Personnel have the qualifications, experience, knowledge, skills, and abilities necessary to perform the Work in accordance with the specifications of the Contract.
- b) The Successful Proponent shall ensure that all Personnel are thoroughly trained in Graffiti Vandalism removal procedures and work in a professional manner with a minimum of interference and inconvenience to citizens and businesses.
- c) The Successful Proponent shall ensure that all Personnel conduct themselves in an appropriate, professional, and cordial manner during all interactions with the public at all times.
- d) The Successful Proponent Personnel shall be in company uniform and/or have proper identification while performing work.
- e) The Successful Proponent shall ensure that all Personnel:
  - i) are not impaired as a result of the use of alcohol or drugs;
  - ii) do not use foul, profane, vulgar or obscene language or gestures;
  - iii) do not solicit or accept gratuities and/or tips in connection to work performed.
  - iv) do not undertake any willful, negligent, or reckless action in disregard of safety or sanitary requirements or regulations; and
  - v) do not undertake any action which could be construed as a public nuisance or disorderly conduct.
- f) The Successful Proponent shall use due care such that no persons are injured, no property damaged or lost, and no rights are infringed in the carrying out of Work under the terms of the Contract.
- g) The Successful Proponent shall conduct the Services in an orderly and tidy manner and shall remove any litter, debris or liquid waste generated as a result of the processes utilized in the removal of Services.
- h) The Successful Proponent's Personnel shall be in possession of gloves, safety boots and safety goggles and have access to all safety items and devices that may be appropriate to perform the work at no additional cost to the LDBA.
- i) The Successful Proponent shall handle, store, and dispose of hazardous materials and hazardous waste in accordance with all Municipal, Provincial and Federal Regulations.
- j) The Successful Proponent will prevent the discharge of hazardous materials or hazardous

- waste into the environment in concentrations that violate government regulations.
- k) The Successful Proponent will ensure that all Personnel are trained under the provisions of the current WHMIS (Workplace Hazardous Material Information System Regulations).
  - l) The Successful Proponent will ensure that all products are suitably labeled, and Safety Data Sheets are available at each site.

### **3.7 Performance**

The Successful Proponent shall rectify any loss or damage at no additional cost to the LDBA.

### **3.8 Preventative Coatings**

The Successful Proponent shall use the preventative coating.

3.8.1 If preventative coatings or other products are used, the Successful Proponent shall provide a removal/protective barrier between the base surfaces and Service markings made by spray paints, marking pens, crayons, and other common defacing materials. However, it shall not change the overall appearance of the surface material in relation to colour, luster, texture, or design.

3.8.2 After application of any protective coating, the surface shall not leave ghosts or shadows, and shall not harm, deface or mar the base surface, nor change the overall appearance. No special solvents or chemical cleaners shall be used in the ongoing preventative coating removal process.

3.8.3 The treated area must remain protected at all times; therefore, the surface must include immediate-application of the coating at the time of service if required.

### **3.9 Safety Data Sheets**

3.9.1 The LDBA will only accept delivery of WHMIS controlled products from vendors only if appropriately labeled with supplier WHMIS label and accompanied by a material safety data sheet (Occupational Health and Safety Act (R.S.O. 1990, c. O.1) WHMIS Regulation (R.R.O., Reg. 860)).

3.9.2 As per WHMIS 2015, products offered must not contain any of the following:

- 1) Substances designated by regulation under the Ontario Occupational Health and Safety Act
- 2) Substances identified as carcinogenic to humans as listed in group 1 by the International Agency for Cancer Research (IARC)
- 3) Substances identified as confirmed human carcinogens as listed in category A1 by the American Conference of Governmental Industrial Hygienists (ACGIH)
- 4) Substances identified as probably carcinogenic to humans as listed in group 2A by the International Agency for Research on Cancer (IARC)
- 5) Substances identified as suspected human carcinogens as listed in category A2 by the American Conference of Governmental Industrial Hygienists (ACGIH)

### **3.10 Minimum Requirements for Heritage Properties**

The following are General Conditions and Procedures for Properties Designated under either Part IV or Part V of the Ontario Heritage Act:

- a) The Successful Proponent shall discuss the scope of the Work and gain an understanding of the extent of the potential impact to the heritage fabric of the building when performing Services.
- b) The Successful Proponent shall determine the least harmful method of graffiti removal services based on knowledge and an understanding and shall understand the type of materials used to remove the graffiti, the nature of the masonry on which the graffiti has been applied, and appropriate removal products, and methods and provide these details to Downtown London BIA staff prior to commencing any Work.
- c) The Successful Proponent will undertake testing using the least invasive method, proceeding gradually. All cleaning materials and techniques for removing graffiti shall be tested on mock-ups or areas of the building that are not highly visible.
- d) The Successful Proponent shall ensure all joints are sound and the building envelope is watertight prior to commencing any graffiti removal.
- e) The Successful Proponent shall ensure that adjacent materials are protected during cleaning to avoid damage by any graffiti removal product or method.
- f) The Successful Proponent shall ensure that graffiti removal is undertaken by Personnel who are skilled and experienced in the removal of graffiti removal from historic masonry and that no damage to the fabric of the building is incurred.

### **3.11 Proactive Services Program**

- a) The Proactive Services Program is a patrol-based program. The Successful Proponent shall patrol designated zones on a weekly basis and provide graffiti removal when required.
- b) The Downtown London BIA reserves the right add and/or delete and modify the areas within the boundaries during the Term of the Contract.
- c) The Services must consist of:
  - i. Time stamped images that illustrate the full extent of the service;
  - ii. The method of removal that includes the products used;
  - iii. Location of removal.
- d) Removal and/or cleaning may occur on any asset.
- e) The Successful Proponent shall provide a monthly report of all work undertaken, including work under the Proactive Services Program.

### **3.12 Reporting**

Accurate and consistent reporting is an important component of the Program.

- a) The Successful Proponent shall assign Personnel with experience in electronic data reporting to meet reporting requirements.
- b) The Successful Proponent shall submit invoices monthly.

- c) The Successful Proponent shall submit monthly reports on all services provided.

## **4.1 PROPOSAL EVALUATION AND SELECTION PROCESS**

### **4.2 Selection**

All Proposals will be evaluated through a comprehensive review and analysis by the LDBA, which will include relevant Staff and Employees.

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

### **4.3 Stage One (1) – Initial Evaluation: Mandatory Requirements**

Proposals will be reviewed to assess compliance with the Mandatory Requirements.

**Table 1 – Scoring Scale**

Score	Rating	Detailed Description
5	Excellent	Fully meets the LDBA's requirement
4	Good	Meets the LDBA's requirement with few exceptions
3	Fair	Barely meets the basic requirement of LDBA
2	Weak	Falls short of meeting the basic requirement of LDBA
1	Poor	Minimal response, e.g., statement of compliance with no substantiation
0	Unsatisfactory	Nonresponsive (e.g., a statement and/or substantiation that doesn't address the requirement)

### **4.4 Selection Process**

The LDBA will score the Proposals using the table one scoring scale.

The Proposal that achieves the highest Total Score will be ranked first. In the event of a tie Total Score, the Proponent achieving the highest score for its technical portion of the Proposal will be ranked first overall.

#### **4.5 Clarifications**

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

#### **4.6 Evaluation Results**

Proposal evaluation results shall be the property of the LDBA and are subject to MFIPPA. Evaluation results may be subject to public release pursuant to MFIPPA.

#### **4.7 Negotiations and Agreement**

The award of any Agreement will be at the absolute discretion of the LDBA. The selection of a recommended Proponent will not oblige the LDBA to negotiate or execute an Agreement with that recommended Proponent.

Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies, and procedures of the LDBA.

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

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

The terms and conditions set out in Appendix 'B' shall be incorporated in any Agreement entered with the recommended Proponent. These terms and conditions are mandatory and are not negotiable. Any Proponent wishing to request that the LDBA consider any changes to the terms and conditions set out in Appendix "B" must follow the process outlined in Appendix "A".

If any Agreement cannot be negotiated within thirty (30) to ninety (90) business days of notification to the recommended Proponent, LDBA may, at its sole discretion, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

## **5.1 PROPOSAL SUBMISSION REQUIREMENTS**

### **General Overview**

LDBA has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt, and evaluation of their Proposals. LDBA may reject the Proposal of any Proponent who fails to comply with any such procedures.

Proposals are expected to address the RFP content requirements as outlined herein, and should be well ordered, detailed and comprehensive. LDBA is interested in Proposals that demonstrate efficiency and value for money.

Must be delivered no later than the Closing Deadline to:

Downtown London Office:  
123 King Street, London, ON, N6A 1C3

## **5.2 Proposal Content**

The Proposal should contain the following items:

### **Letter of Introduction**

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

### **Executive Summary**

The executive summary should provide key features of the Proposal. If the proponent intends to use Subcontractors to form a consortium, then the lead Proponent should be clearly identified and the role of each Subcontractor or consortium member should be clearly explained. Refer to Appendix F (Subcontractors Form) to be completed as indicated, if applicable.

### **Proponent Profile**

Proponents should have the staff, organization, culture, financial resources, market share and an installed base adequate to ensure their ongoing ability to provide Services, including the ability to provide timely response over the period of the Contract.

1. To permit the Proponent to be evaluated fully as a viable and sound enterprise, include the following information with respect to the Proponent, and if applicable, for each consortium member. A profile and summary of corporate history including:

- a) date company started;
- b) products and/or services offered;
- c) total number of employees;

- d) major clients; and
  - e) business partners and the products/services they offer.
2. If the Proponent owns or has reliable use of a Ministry of Environment and Climate Change approved wastewater hauler

### **Experience and Qualifications of the Proponent**

1. It is important that the Work be undertaken by a Proponent who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size, and scope. In particular, the Proponent should demonstrate the following in its Proposal:
  - a) Extensive experience related to all services similar to the scope of work and requirements identified in this RFP. Proponents should provide a minimum of three (3) projects and references in which they are currently providing or have previously provided similar services to the scope of work and requirements listed within the RFP, within the last five (5) years including:
    - i. Name of client (Firm name)
    - ii. Number of years dealing with the client
    - iii. Location
    - iv. Contract term (number of years)
    - v. Description of the Project scope, scale and the services provided by the Proponent
    - vi. Describe any issues that may have arisen and how this was resolved
    - vii. Describe how your company responded to priority service requests in situations where your client required you to respond immediately).
    - viii. Contact details of client including contact name and title, address, telephone number, email, and client's URL.

### **Proposed Staff Team and Resources**

- 1) It is important that the work be undertaken by a team who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size, and scope. In particular, the Proponent should provide the following in its Proposal:
  - a) A list of key Personnel that the Proponent would propose to use for this RFP detailing professional qualifications, related project experience and an indication of their duties and responsibilities on this particular project.
  - b) Describe the scope of Graffiti removal training, painting training and safety training personnel and technicians have had (or will have had) prior to being assigned the Work.
  - c) Identify the key contact that will be responsible for the priority services and include an emergency telephone number for 24/7 for emergency situations as defined by the LDBA.

### **Proposed System/Solution**

LDBA desires that the Proponent have a thorough understanding of the contents of the Scope of Work and a comprehensive, well-conceived project plan designed to achieve the LDBA's requirements for Services. For this reason, the Proponent should present the following information in their Proposal attached as an Appendix:

- a) Describe the methodologies and techniques your organization uses to remove Graffiti from the following types of surfaces, including but not limited to:
  - i) brick;
  - ii) painted surfaces;
  - iii) concrete;
  - iv) stucco;
  - v) stone;
  - vi) wood;
  - vii) plastic;
  - viii) metal; and
  - ix) glass
- b) Provide a list of equipment, materials, tools, apparatus, facilities, vehicles, and other incidentals required for operations for all surface types.
- c) A detailed description of the proposed strategies for all surface types:
  - i) the methods and techniques you plan to use to properly dispose of paints, chemicals, solvents and contaminated water from Graffiti removal operations, including any discharge from power washing;
  - ii) proposed strategies for services during winter months and inclement weather
- d) A detailed description of the proposed method for the Proactive Graffiti Removal Program.
- e) Detailed description of the proposed methods of graffiti removal and equipment required on Heritage Properties.

## **Work plan and Deliverables**

It is important that the project is started and completed in an efficient and effective manner. The Proponents requested to provide:

- 1) A work plan indicating the project method, schedule, tasks, and deliverables to ensure the timelines and objectives as set out in this RFP.

## **Cost of Services**

- 1) It is the intent of the LDBA to award the contract to one (1) Proponent, based on the Proponent meeting the technical evaluation and providing the lowest overall cost as set out in Price Schedules.
- 2) The electronic Price Schedules are provided with cells to be completed by the Proponents for unit rate and extended rate. Proponents should use the summary page to calculate the grand total cost net of all taxes.

In the event of mathematical errors found in the pricing pages, the unit prices quoted shall

prevail.

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

All prices must be stated in Canadian currency. The Proponent shall assume all currency risk. LDBA shall not be responsible for any additional costs.

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

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

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

Without restricting the generality of the foregoing, the Proponent acknowledges that, if it is a non-resident person, payments to the Proponent, as a non-resident person, may be subject to withholding taxes under the Income Tax Act (Canada).

#### **A. Core Pricing**

Proponents must complete in full and must provide pricing on all items listed in the Price Schedules A.

Proposal submissions that do not include pricing on all items within the Price Schedules and/or have unclear answers (such as a dash (-), "N/A" or "TBD") and/or are left blank will be declared non-compliant. Prices that are intended to be zero cost/no charge to LDBA are to be indicated as "\$0.00 or "zero" in the space provided within the Price Schedules.

The total price quoted must include all labour, profit, other overhead, materials, equipment, licences, analysis, travel, accommodations, communication, transportation, and delivery costs (courier, long distance charges, and so on), disbursements and any/all other operational costs and fees associated with the Services, excluding all applicable taxes. LDBA shall not be responsible for any additional costs.

#### **B. Taxes**

Harmonized Sale Tax (HST) is to be applied to the prices submitted as specified in the relevant sections of the call document or in the Price Schedule provided in the call.

HST for the supply and delivery of materials/goods is to be shown as additional/separate line items on the Price Schedule and any subsequent invoices.

### **C. Payment Terms**

Propose payment terms for Pricing. The standard payment terms are 30 days from the receipt of the invoice. The final payment terms may be subject to further negotiation.

### **D. Downtown London BIA Invoice and billing requirements**

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to the LDBA. If the billing information is missing from an invoice it will result in a payment delay and the invoice may be returned to you without payment.

It is the Vendor's responsibility to submit correct invoices for payment of goods /services delivered to the LDBA. If an incorrect invoice is submitted, the vendor will be requested to issue a credit note and submit a new invoice.

To support an electronic payable environment, the LDBA Accounts Payable unit will accept electronic vendor invoices submitted via email to [vicki@downtownlondon.ca](mailto:vicki@downtownlondon.ca). Electronic invoices submitted must be in a PDF format with either single or multiple invoice(s)per attachment.

Billing Requirements: All original Vendor invoices **must be** addressed and be sent **DIRECTLY** to:

Downtown London  
Accounts Payable  
123 King St,  
London, ON N6A 1C3

Direct Deposit:

Downtown London BIA offers secure electronic deposit payments directly to your bank account through our “Direct Deposit” program. For more information and/or to enrol for this payment option, please email us at [vicki@downtownlondon.ca](mailto:vicki@downtownlondon.ca).

### **E. Invoicing and Reporting Specification Requirements**

The above standard billing requirement for invoices must be followed excluding exceptions for vendor invoices related to approved capital projects subject to construction lien holdbacks.

## **APPENDIX A – RFP TERMS AND CONDITIONS**

### **1. Proponent’s Responsibility**

It shall be the responsibility of each Proponent:

- a) to examine all the components of this RFP, including all appendices, forms and addenda;
- b) to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
- c) to become familiar, and (if it becomes the Successful Proponent) comply with all of the LDBA's Policies.

The failure of any Proponent to receive or examine any document, form, addendum, Agreement, or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into.

## **2. Prime Proponent**

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

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

## **3. Addenda**

If for any reason, determines that it is necessary to revise any part of this RFP or to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum shall form an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the LDBA.

## **4. Omissions, Discrepancies and Interpretations**

A Proponent who finds omissions, discrepancies, ambiguities, or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the LDBA no later than the deadline for questions. The decision and interpretation of LDBA shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

## **5. Proponents Shall Bear Their Own Costs**

Every Proponent shall bear all costs associated with or incurred by the Proponent in the preparation and presentation of its Proposal including, if applicable, costs incurred for interviews, demonstrations, or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an agreement with LDBA.

## **6. Limitation of Liability**

LDBA will not be liable for any costs, expenses, loss, or damage incurred, sustained or suffered by any Proponent prior, or subsequent to, or by reason of the acceptance or the non-acceptance

by LDBA of any Proposal, or by reason of any delay in acceptance of a Proposal, except as provided in this RFP.

## **7. Binding Proposal**

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

## **8. Acceptance of Proposals**

LDBA shall not be obliged to accept any Proposal in response to this RFP. LDBA may, without incurring any liability or cost to any Proponent:

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

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

## **9. Verify, Clarify and Supplement**

When evaluating proposals, LDBA may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Proposal. LDBA may revisit and re-evaluate the Proponent's Proposal or ranking on the basis of any such information.

## **10. No Incorporation by Reference**

The entire content of the Proponent's Proposal should be submitted in a fixed form and the content of websites or other external documents referred to in the Proponent's Proposal will not be considered to form part of its Proposal.

## **11. Unbalanced Bids (In this paragraph “Bid” refers to the Proposal)**

LDBA may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced. A bid is materially imbalanced when:

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

## **12. Ownership and Disclosure of Proposal Documentation**

- a) The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to LDBA by any

Proponent in connection with, or arising out of this RFP, once received by LDBA:

- i) shall become the property of LDBA and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
  - ii) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.
- b) Because of MFIPPA, Proponents should identify in their Proposal material any scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury.
  - c) Each Proponent's name at a minimum shall be made public.
  - d) LDBA will not return the Proposal, or any accompanying documentation submitted.

### **13. Intellectual Property Rights**

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless LDBA its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by LDBA brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

### **14. Selection of Top-Ranked Proponent(s)**

The top-ranked Proponent(s), as established under the evaluation that are selected by LDBA to enter onto an agreement pending award will be notified by LDBA in writing.

### **15. Notification to Other Proponents**

Once the recommended Proponent(s) is notified of their selection, the other Proponents will be notified by LDBA in writing of the outcome of the RFP process.

### **16. Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the selection process. All requests must be in writing to LDBA and must be made within sixty (60) days of notification of the outcome of the selection process.

### **17. No Contract until Execution of Written Agreement**

No legal relationship or obligation regarding the procurement of or obligation regarding the procurement of any good or service shall be created between the Proponent and LDBA by the RFP process until the selection of the Proponent to provide the Deliverables pursuant to an Agreement.

### **18. Cancellation**

LDBA may cancel or amend the RFP process without liability at any time.

## **19. Supplier Code of Conduct**

- a) Honesty and Good Faith: Proponents must respond to LDBA's RFP in an honest, fair, and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the RFP. Proponents shall submit a Proposal only if they know they can satisfactorily perform all obligations of the contract in good faith. Proponents shall alert LDBA to any factual errors, omissions, and ambiguities that they discover in the RFP as early as possible in the process to avoid the RFP being cancelled.
- b) Confidentiality and Disclosure: Proponents must maintain confidentiality of any confidential LDBA information disclosed to the Proponent as part of the RFP.
- c) Conflicts of Interest and Unfair Advantage: Proponents must declare and fully disclose any actual or potential conflict of interest or unfair advantage.
- d) Collusion or Unethical Bidding Practices: No Proponent may discuss or communicate, directly or indirectly, with any other Proponent or their Affiliated Persons about the preparation of their Bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other supplier making a submission for the same work. Proponents shall disclose to the Buyer any affiliations or other relationships with other Proponents that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.
- e) Illegality: A Proponent shall disclose to the LDBA any previous convictions of itself or its Affiliated Persons for collusion, bid-rigging, price-fixing, bribery, fraud or other similar behaviours or practices prohibited under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon.
- f) Interference Prohibited: No Proponent may threaten, intimidate, harass, or otherwise interfere with any LDBA employee or public office holder in relation to their procurement duties.
- g) Gifts of Favours Prohibited: No Proponent shall offer gifts, favours, or inducements of any kind to LDBA employees or public office holders or attempt to influence or interfere with their duties in relation to the RFP.
- h) Misrepresentations Prohibited: Proponents are prohibited from misrepresenting their relevant experience and qualifications in relation to the RFP and acknowledge that LDBAs process of evaluation may include information provided by the Proponent's references as well as records of past performance on previous contracts with LDBA or other public bodies.
- i) Prohibited Communications: No Proponent, or Affiliated Person, may discuss or communicate either verbally, or in writing, with any employee, or the media in relation to any solicitation between the time of the issuance of the RFP to the award and execution of the final form of contract.
- j) Proponent Performance: Proponents shall fully perform their contracts with LDBA and follow any reasonable direction from LDBA to cure any default. Proponents shall maintain a satisfactory performance rating on their Contracts with the LDBA and other public bodies to be qualified to be awarded similar contracts.

## **20. Governing Law and Interpretation**

The terms and conditions in this Appendix A – RFP Process Terms and Conditions:

- a) are included for greater certainty and intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

- b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

## **APPENDIX B – AGREEMENT TERMS & CONDITIONS**

### **Note to Appendix:**

The terms set out in this Appendix shall be incorporated in any Agreement entered into with the recommended Proponent substantially in the form as presented in the Appendix. These terms are mandatory and are not negotiable. Any Proponent wishing to request that LDBA consider any changes to the terms and conditions set out in Appendix "B" must follow the process outlined in Appendix "A".

### **1. Compliance with Laws**

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

### **2. Non-Exclusivity**

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

### **3. Confidentiality**

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

### **4. Conflict of Interest**

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to LDBA without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by LDBA to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, LDBA may immediately terminate the Contract upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or

potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by LDBA to resolve or manage a Conflict of Interest; or (c) the Vendor's Conflict of Interest cannot be resolved to the City's reasonable satisfaction.

## **5. Indemnities**

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

## **6. Intellectual Property Indemnity**

The Vendor shall indemnify and save harmless Downtown London BIA, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

## **7. Employment & WSIB Indemnity**

Nothing under this Agreement shall render LDBA responsible for any employment, benefit, or termination liability (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation ("WSIA"), whether statutorily required, at common law or otherwise, resulting from Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor.

## **8. No Assignment**

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

## **9. Subcontractors**

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

The Vendor shall be liable to LDBA for all costs or damages arising from acts, omissions,

negligence, or wilful misconduct of its subcontractors.

## **10. Personnel and Performance**

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

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

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

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

## **11. Independent Contractor**

The Vendor and LDBA agree and acknowledge that the relationship between LDBA and the Vendor is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture, or joint enterprise between the Vendor and LDBA.

## **12. Insurance**

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

- 1) Commercial General Liability provided that the policy:
  - i) is in the amount of not less than Five Million Dollars (\$5,000,000.00), per occurrence;
  - ii) adds the Downtown London BIA as an additional insured;
  - iii) includes Non-Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the services;
  - iv) includes a clause which will provide LDBA with thirty (30) days' prior written notice of cancellation or material change in coverage.
- 2) Automobile Liability insurance with a minimum limit of Two Million Dollars (\$2,000,000) for all owned or leased licensed motorized vehicles used in the performance of services.

It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Vendor in the performance of Services. It is also agreed

that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the Vendor. At the expiry of the policies of insurance, original signed Certificate's evidencing renewal will be provided to LDBA without notice or demand.

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

### **13. Warranties and Covenants**

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

### **14. Payment Schedule**

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

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

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

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

### **15. Termination Provisions**

Upon giving the Vendor not less than thirty (30) days' prior written notice, LDBA may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation LDBA shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work, or services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation.

Failure of the Vendor to perform its obligations under the Agreement shall entitle LDBA to terminate the Agreement upon ten (10) calendar days' written notice to the Vendor if a breach which is remediable is not rectified in that time. In the event of such termination, LDBA shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work, or services that have been satisfactorily delivered or performed by the Vendor at the time of termination.

All rights and remedies of LDBA for any breach of the Vendor's obligations under the

Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to LDBA under the Agreement or otherwise at law.

No delay or omission by LDBA in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

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

## **16. Liquidated Damages**

If the Vendor at any time fails to supply all goods or services to LDBA as specified within the Agreement, or fails to replace goods or services rejected by LDBA, then LDBA shall be permitted to procure such goods or services elsewhere and charge any additional costs incurred by the City to the vendor as liquidated damages, unless otherwise specified, and deduct such amounts from payments due to the Vendor or to otherwise collect such costs from the vendor by any other method permitted by law.

## **17. Occupational Health and Safety**

- a) The Vendor shall comply with all federal, provincial, or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- b) Nothing in this section shall be construed as making LDBA the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the Services, either instead of or jointly with the Vendor.
- c) The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Services, and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Services.
- d) The Vendor acknowledges and represents that:
  - i. The workers employed to carry out the Service have been provided with training in the hazards of the Service to be performed and possess the knowledge and skills to allow them to work safely;
  - ii. The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
  - iii. The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
  - iv. The Vendor has in place an occupational health and safety, workplace violence and workplace harassment policies in accordance with the OHSA; and
  - v. The Vendor has a process in place to ensure that health and safety issues are identified

- and addressed and a process in place for reporting work-related injuries and illnesses.
- e) The Vendor shall immediately advise the LDBA or their designate in the event of any of the following:
    - i. A critical injury that arises out of the Service that is the subject of this agreement;
    - ii. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Service that is the subject of this agreement;
    - iii. A charge is laid, or a conviction is entered arising out of the Service that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.
  - f) The parties acknowledge and agree that employees of LDBA, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Vendor do work or perform a task that is the subject of this agreement.

## **18. Workplace Safety and Insurance Act**

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

The Vendor represents and warrants that it shall be in good standing with the WSIB throughout the term of this agreement. Prior to supplying the Services and prior to receiving payment, the Vendor shall produce a Clearance Certificate issued by the WSIB confirming that the Vendor has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that LDBA is relieved of financial liability.

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

## **19. Accessibility Standards and Customer Service Training Requirements**

The Vendor must ensure that all deliverables conform to the requirements of the Accessibility for Ontarians with Disabilities Act, 2005.

The Vendor shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in Accessibility for Ontarians with Disabilities Act, 2005.

## **APPENDIX C – SUBMISSION FORMS**

**FORM:** Proposal Submission Form – Mandatory

### **REQUEST FOR PROPOSAL NO.**

**Graffiti Removal Services**

**CLOSING: 12:00 NOON (LOCAL LONDON TIME) January 14, 2022**

**1. PROPOSER INFORMATION**

Please complete the following form, and name one (1) authorized person to be the contact for the procurement process and for any clarifications or amendments that might be necessary.

Full Legal Name of Proposer:	
Any Other Trade Name under Which the Proposer Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (If Any):	
Contact Person and Title:	
Contact Phone:	
Contact Email:	

**2. REQUEST FOR PROPOSAL TERMS, CONDITIONS AND SPECIFICATIONS**

By signing this form, the Proposer agrees that if selected to provide the goods and/or services described in this Request for Proposal document, they will provide those goods and/or services in accordance with the terms, conditions, and specifications contained in the Request for Proposal document and in accordance with the Proposer's proposal submission.

**3. POLICIES**

The Proposer has read, understood, and agrees to comply with the policies, practices and

statements found within this Proposal.

Without limiting the Proponent's acknowledgement of general procurement policies, by signing this form, the Proponent acknowledges and certifies that the Proponent, and any of its proposed subcontractors, will provide the goods and/or services in compliance with the following specific policies:

### **3.1 DECLARATION OF COMPLIANCE WITH THE LDBA'S SUPPLIER CODE OF CONDUCT**

By signing this form, the Proponent acknowledges that it has read and understands its obligations under the Supplier Code of Conduct and further certifies that the Proponent, and any of its proposed subcontractors, will provide the services in compliance with the Supplier Code of Conduct.

#### **3.1.2 PROHIBITION AGAINST COLLUSION AND UNETHICAL BIDDING**

If the box below is left blank, the Proponent will be deemed to declare that it had no affiliation or other relationships with other Proponents that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

If the Proponent declares an affiliation or other relationship with other Proponents that might be seen to compromise the principle of fair competition, the Proponent must set out the details below:


#### **3.1.3 PROHIBITION AGAINST ILLEGALITY**

If the box below is left blank, the Proponent will be deemed to declare that it has no previous convictions of itself or affiliated persons for collusion, bid-rigging, price-fixing, bribery, fraud, or other similar behaviors or practices prohibited under the *Criminal Code*, the *Competition Act*, or other applicable law, for which the Proponent has not received a pardon.

If the Proponent declares that it has previous convictions of itself or affiliated persons, the

Proponent must set out the details below:


### 3.1.4 CONFLICTS OF INTEREST OR UNFAIR ADVANTAGE

For the purposes of this section, the term “**Conflict of Interest**” means

- a) in relation to the procurement process, the Proponent has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to
  - i) having, or having access to, confidential information of LDBA in the preparation of its proposal that is not available to other Proponents,
  - ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or
  - iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or
- b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Proponent’s other commitments, relationships, or financial interests
  - i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or
  - ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Potential Conflicts of Interest or unfair advantage include, but are not limited to:

- 1) Engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the procurement process or performance of the contract, if awarded;
- 2) Prior access to confidential LDBA information by the supplier, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Proponents.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in connection with preparing its proposal; and (b) there is no foreseeable

Conflict of Interest in performing the contractual obligations contemplated in this RFSQ process.

The Proponent declares that there is an actual or potential Conflict of Interest relating to the Interest in performing the contractual obligations contemplated in the procurement.

If the Proponent declares an actual or potential Conflict of Interest, the Proponent must set out the details below:

### **3.1.5 ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT**

State if environmentally preferred products/service is being offered:

YES \_\_\_\_\_ NO \_\_\_\_\_

State briefly the environmental benefit of the product/service offered:


**DECLARATION OF COMPLIANCE WITH  
ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY**

Organizations/individuals in Ontario, including the Downtown London BIA, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, Downtown London BIA has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate

internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation. Individuals are obliged to refrain from harassment/hate activity.

Downtown London BIA requires all organizations and individuals that contract with LDBA to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding.

**Declaration:**

*I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under any policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.*

**WHERE LEGALLY MANDATED** I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of LDBA, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow LDBA to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction may result in the termination of the contract.

**4. DISCLOSURE OF INFORMATION**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal for the purpose of evaluating or participating in the evaluation of this proposal.

**SIGNATURE OF AUTHORIZED SIGNING OFFICER:**

**PRINTED NAME OF SIGNING OFFICER**

*I have authority to bind the proponent and attest to the accuracy of the information provided in this proposal.*

**THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED NON-COMPLIANT.**

**APPENDIX D - BID FORM**

Item No.	Item	Unit	Quantity	Unit Price	Total
1	Glass Scratch & Acid Repairs	M2	10	\$	\$
2	Metal Scratch & Acid Repairs	M2	10	\$	\$
3	Sacrificial Anti-Graffiti Coating	M2	100	\$	\$
4	Permanent Anti-Graffiti Coating	M2	100	\$	\$
5	Hot Power washing	M2	100	\$	\$
6	Emergency Call-Outs Charge	Each Call-Out	20	\$	\$

**ALL LABOUR, MATERIALS, EQUIPMENT, WATER, TRUCKS, TRAVEL, SUPERVISION AND TRUCK CHARGES, AND ALL OTHER APPLICABLE CHARGES, EXCLUDING HST.**

**Total Price (Excluding HST)\$**

**PROACTIVE GRAFFITI VANDALISM REMOVAL PROGRAM:**

Item No.	Item	Unit	Quantity	Unit Price	Total

1	Weekly Patrols & Graffiti Removal for Richmond St. from York St. to Oxford St. E, Waterloo St to Ridout St N. London, Ontario	Monthly	12	\$	\$
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**TRUCK CHARGES, AND ALL OTHER APPLICABLE CHARGES,  
EXCLUDING HST.**

**Total Price (Excluding HST)<sup>\$</sup>**

**APPENDIX E - Subcontractors**

**SUBCONTRACTORS FORM**

**If applicable, this form MUST be completed in full and should be submitted with your Proposal submission or within three (3) days of request.**

Subcontracting of work will be accepted upon prior approval by LDBA. Subcontractors must have expertise in graffiti removal, power washing, glass repair, metal repair and sharps collection necessary to complete the Work.

The Subcontractors shown below are the Personnel that the Proponent proposes to use to carry out the Work. LDBA expects that the Proponent, if awarded the Contract, will engage the listed Subcontractors and no others in their stead, without the prior written authorization of LDBA. The Proponent agrees that if it is awarded the Contract, it will bind every Subcontractor by the terms of the Contract between the Proponent and LDBA.

<b>Subcontractor Company Name Address</b>	<b>Contact Name Telephone Number Email Address</b>	<b>Area of Responsibility</b>	<b>Labour Trades Affiliation (if any)</b>

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## APPENDIX F – MATERIALS & PRODUCTS

### **MATERIAL PRODUCT LIST FORM**

This Form completed as indicated and should be provided with the submission. **If it is not provided at the time of submission the Proponent will have two (2) Business days to submit the completed form upon request from the City of the Proponent will be declared non-compliant.**

CATEGORY	MANUFACTURER NAME AND PRODUCT NO. OFFERED	APPLICATION OF PRODUCT
Solvents		
1)		
2)		
3)		
Cleaners		
1)		
2)		
3)		
Paints (internal/external)		
1)		

2)		
3)		
<b>Preventative Coatings</b>		
1)		
2)		
3)		