

**DUKE Heights Business Improvement Area
Request for Proposal:
BIA Business Database**



RFP for the generation of a comprehensive list of businesses and property owners in the Business Improvement Area (BIA).

DUKE Heights BIA.

1. INTRODUCTION

1.1 ABOUT THE DUKE HEIGHTS BIA

DUKE Heights is a Business Improvement Area (BIA) in the City of Toronto. Our membership includes over 2,500 businesses with more than 32,000 employees. Our boundaries extend from Dufferin Street to Keele Street (East-West) and from Steeles Ave. to Sheppard Ave. West (North-South).

The BIA's primary objective is to promote the potential of the area, provide support to businesses in the area and inject new resources to tap into the potential of this employment district.

Further information about the DHBIA is found at www.dukeheights.ca

1.2 OUR MANDATE

- To improve the business area for the benefit of our members
- To become a centre for commerce and a hub of activity for the region
- To improve infrastructure and security, cleanliness and public realm of the area

2. RFP SPECIFICATIONS

2.1 PURPOSE OF THIS RFP

With the advent of Covid-19 and the impact of the pandemic on businesses in the region, the BIA has seen changes in the makeup of its membership through:

- a) Business closures
- b) Business relocation (Both to and from the BIA)
- c) Establishment of new businesses in the BIA

The DUKE Heights BIA has a requirement for an updated member list with key information to enable the BIA to better communicate and serve our members. The data could either be stored in a database/excel or in a system with a frontend which will allow the following:

- a) Ability to search and download single or multiple records
- b) Ability to select specific groups (e.g., all food retail businesses, or all businesses with less than 5 employees, etc.)
- c) Ability to analyse trends/changes to the make up of our members over time. (e.g., increase in number of furniture manufacturing businesses year over year, or decline in number of medical service businesses, etc.)
- d) Ability to accurately measure key metrics in the BIA (e.g., total employment, total revenue generated by businesses in the BIA, etc.)
- e) Ability to identify key personnel for each member
- f) Ability to export data in a way that can be imported into the BIA CRM system

Key information required:

1. Business Name
2. Business Address
3. Business Description
4. Nature of business
5. Business Sector
6. Business e-mail address
7. Business phone number
8. Main Contact person
9. Contact Person's e-mail address
10. Contact Person's phone number
11. Date established (at the current location)
12. Number of Employees
13. Estimated revenue/profits for the last financial year
14. Latitude/Longitude
15. Business website address
16. Business or key contact social media links/information

2.2 DELIVERABLES

The successful vendor will be responsible to work with the BIA to customise their proposal to fit the needs of the BIA. Some requests or requirements that are not listed in this RFP may be requested of the vendor during implementation or integration of the solution. The vendor will ensure that the information or system provided to the BIA meets all BIA requirements, is accurate and is easily accessible.

2.3 INSTRUCTIONS FOR PROPOSALS:

Response Documentation and Delivery

The documentation for each Response:

- (a) All questions or queries regarding the scope of work or requirements can be submitted to atul@dukeheights.ca or info@dukeheights.ca no than **Wednesday, December 15th, 2021, 3:00 pm**.
- (b) Must be submitted via email to atul@dukeheights.ca or info@dukeheights.ca (submissions made by mail, fax, telephone, or telegram will not be accepted) no later than **Wednesday, December 22nd, 2021, 3:00 pm**.

Response Content Description

The Response should contain the following items:

Letter of Introduction – Introducing the proponent, their work, and their experience in producing similar work.

Execution of Examples - Demonstrate ability to produce the data required through examples of similar previous work.

Proposal – The proposal should include details of the solution package including:

- a) The form/format of the information
- b) How the information can be accessed or formatted to meet selected search criteria
- c) Frequency of updates to the information
- d) A breakdown of all costs involved in the procurement, maintenance, and access of the information.
- e) Delivery timeline

Budget - Price Detail form to submit a project budget.

**Appendix A
Proposal Evaluation Table**

EVALUATION CRITERIA	POINTS AVAILABLE	POINTS AWARDED
A detailed proposal focusing on the acquisition, access and relevance of the data as stipulated in the requirements above.	50	
Ease and flexibility of use	15	
Additional Available Services	10	
Proponents must meet a minimum of 75% (or 56.25 points) to be considered further for Cost		
Cost of Services Lowest priced proposal receives 25 points and the remaining Proposals are assigned points based on the following formula: lowest price divided by proponent's price submission) x 25	25	
*TOTAL (A+B+C+D+E)	100	

*The price should not include HST

**Appendix B
PRICE DETAIL FORM**

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

Item A	Description	One-Time Fee	Monthly Fee
1		\$	\$
2		\$	\$
3		\$	\$
4	Sub Total (Sum of Items 1 to 4)	\$	\$

APPENDIX C

AGREEMENT TERMS AND CONDITIONS

Note to Appendix:

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

1. Compliance with Laws

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

2. Non-Exclusivity

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

3. Confidentiality and Conflict of Interest

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

4. Indemnities

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

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

5. Intellectual Property Indemnity

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

6. Employment & WSIB Indemnity

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

7. No Assignment

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

8. Subcontractors

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

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

9. Personnel and Performance

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

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

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

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

10. Independent Contractor

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

11. Insurance

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

1. Commercial General Liability provided that the policy:
 - (i) is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence; (ii) adds the DHBIA as an additional insured;
 - (iii) includes Non-Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the services;
 - (iv) includes a clause which will provide the BIA with thirty (30) days' prior written notice of cancellation or material change in coverage.
2. Professional Liability (errors and omissions) coverage provided that the policy:
 - (i) is in the amount of not less than One Million Dollars (\$1,000,000);
 - (ii) will extend to infringement of copyright and other intellectual property, including misuse of trade secrets, if appropriate.
3. Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period ending no sooner than TWO YEARS after the termination or expiry of this Agreement, as the case may be. Automobile Liability insurance with a minimum limit of \$1,000,000 for all owned or leased licensed motorized vehicles used in the performance of services.

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

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

12. Warranties and Covenants

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

13. Third Party Software

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

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

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

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

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

14. Ownership of Project Documentation

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

15. Payment Schedule

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

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

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

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

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

16. Termination Provisions

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

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

All rights and remedies of the BIA for any breach of the Vendor's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the BIA under the Agreement or otherwise at law.

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

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

17. Right to Audit

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

18. Occupational Health and Safety

- a. The Vendor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").

- b. Nothing in this section shall be construed as making the BIA the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the Services, either instead of or jointly with the Vendor.
- c. The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Services.
- d. The Vendor acknowledges and represents that:
 - i. The workers employed to carry out the Services have been provided with training in the hazards of the Services to be performed and possess the knowledge and skills to allow them to work safely; ii. The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
 - iii. The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
 - iv. The Vendor has in place an occupational health and safety, workplace violence and workplace harassment policies in accordance with the OHSA; and
 - v. The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.
- e. The Vendor shall provide, at the request of the General Manager or his designate, the following as proof of the representations made in paragraph d(i) and d(iv):
 - i. documentation regarding the training programs provided or to be provided during the Services (i.e. types of training, frequency of training and re-training); and
 - ii. the occupational health and safety policy.
- f. The Vendor shall immediately advise the General Manager or his designate in the event of any of the following:
 - i. A critical injury that arises out of Services that is the subject of this agreement;
 - ii. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Services that is the subject of this agreement;
 - iii. A charge is laid, or a conviction is entered arising out of the Services that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.
- g. The Vendor shall be responsible for any delay in the progress of the Services as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Services or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to the BIA.
- h. The parties acknowledge and agree that employees of the BIA, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Vendor do work or perform a task that is the subject of this agreement.

19. Workplace Safety and Insurance Act

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

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

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

20. Pricing

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

Pricing shall be held firm for the full duration of the contract and no increases will be accepted. Any changes to the scope of work will be approved in writing via a change order from the DHBIA.

21. Issuance of work

The BIA reserves the right not to award the work or contract should there be any change in requirements, circumstances or mandate from either the Executive, Board or Members.