

**REQUEST FOR PROPOSAL (RFP)
DYBIA ILLUMINITE SHOW
May 2017**

1.0. BACKGROUND

The Downtown Yonge Business Improvement Area (DYBIA) is a non-profit organization created in July 2001 that represents approximately 1,800 commercial businesses and 200 property owners. It is dedicated to improving and promoting the Downtown Yonge area, through investment and advocacy, to maintain its position as Toronto’s premier shopping, business and entertainment destination. This includes projects such as streetscape improvements, a 363 day/year maintenance crew, concentrated marketing efforts and the development of research and information for tracking the performance of the District.

Funding for the DYBIA comes from a supplementary tax levied on all commercial buildings within its boundaries. The area that makes up the Downtown Yonge B.I.A. is centered on Yonge Street, and bounded by Grosvenor/Alexander Streets to the north, Bay Street to the west, Richmond Street to the south, and Church and Bond Streets to the east. This geographical area represents a dense mix of retail stores, hospitality and tourism services, professional services and social agencies; our stakeholder base is large and diverse.

2.0. CONTEXT

DYBIA advocates for a vibrant neighbourhood through events throughout the year. One of the most exciting events we produce is Illuminite. This is the annual tree lighting ceremony held at Yonge-Dundas Square (YDS) kicking off the holiday season in the community.

This year, DYBIA is celebrating the 10th year of Illuminite.

3.0. CORE SCOPE OF WORK

This year’s **Illuminite is on Saturday, November 18th**, in the evening, in all weather.

The scope of work includes the following:

- 3.1. Creating and producing a minimum of 30-minute show that will culminate in the turning on of the holiday lighting at Yonge-Dundas Square. The programming is aimed at a live audience, that will appeal to all ages. Taking into consideration the venue, the show has to

- be visually captivating using different height levels and spaces. Take into consideration the new sign boards coming into the Square. See Schedule A for YDS map
- 3.2. The show is a stand alone, but take into consideration that DYBIA will bookend this with a short program at the beginning and a live band in the end. There should be a way to segue from and to these.
 - 3.3. Incorporate in the show a spectacle to draw people to the tree just before it turns on.
 - 3.4. Should the DYBIA secure a sponsor, meaningfully incorporate the sponsor in the programming at no additional cost to DYBIA or the sponsor other than for additional materials to be built.
 - 3.5. The program could be interactive or include audience participation.
 - 3.6. Produce a turn key event. All props, costumes, music, permits (other than noise, use of Yonge Dundas Square, road closure) and required builds that are part of the proposal is the responsibility of the selected Proponent.
 - 3.7. Provide promotional images that can be used for promotion of the event. These should be given to DYBIA by September 9th at the latest to be incorporated in all print promotional materials.
 - 3.8. With DYBIA, coordinate with YDS all audio, visual, barricading and security components of the show.
 - 3.9. Other than security, audio and video technical staff, selected Proponent will provide all artists, staff and personel required to execute the show.
 - 3.10. Able to adjust audio and light requirements to fit the budget.
 - 3.11. Overseeing the set-up and take down of everything that is related to the show
 - 3.12. Ensure compliance with applicable governing legistration (i.e. ESA, OHSA, etc)
 - 3.13. Providing one key point of contact as project lead to liase with DYBIA
 - 3.14. Managing the dress rehearsal day prior to the event
 - 3.15. Take into consideration how the digital boards at YDS can be meaningfully incorporated in the show (See Schedule A for the locations of the digital screens)

4.0. Inclement Weather

The event will take place regardless of weather. Adjustments can be made to ensure the safety of the artists, staff and audience.

5.0. DYBIA Support

DYBIA will provide the following:

- 5.1. Project lead and key contact for the entire project

- 5.2. Coordination of the following requirements: noise permit, street closure, paid duty officer, coordination with YDS, EMS as necessary
- 5.3. Use of YDS on November 17th for rehearsal and on November 18th for the event
- 5.4. Green Room at P2 of YDS with refreshments for the artists
- 5.5. Coordination for audio and light requirements at YDS

6.0. PROPOSAL CHECKLIST

Respondents are requested to include the following components in their submissions.

1. Organizational Capacity. Provide a company brief and background on key staff members to be engaged in the project.
2. Experience. Demonstrate specific knowledge of and experience in performing similar work for projects comparable to the nature, size and scope of Illuminite.
3. References. Provide at least three client references demonstrating a successful delivery of similar service. Include Name of the Organization, Contact Person, Name of the Event, links to photos and/or video.
4. Main Show Document.
 - a. Provide a statement of understanding of Illuminite and the objectives
 - b. Provide a description of the creative approach for the event and the show. Include a vision and the key elements for the show (acts, artists, highlights). Describe the mood for the event. Provide music samples if available.
 - c. Draft runshow.
 - d. Include sketches, photos and links to videos, if available.
 - e. Limitations, i.e. can only be performed if wind speed in under x km; cannot be performed in rain or sleet, etc
5. Describe how a sponsor can be incorporated in the show should one come on board.
6. Rider. Include a list of technical requirements from YDS (audio, lights) and the requirements for the green room.
7. Site Plan. Include a diagram as to how the show will be laid out at YDS.
8. Timeline. Indicate the milestones for the event and the projected time frames.
9. Financials. Indicate the cost to deliver the show (not including the cost for YDS and the services provided by YDS). Include payment schedule.
10. Be advised that a Certificate of Insurance will be required from the successful Proponent upon notice of the award. No work will commence without the following insurances forwarded:
 - General Liability Insurance. Proponent shall obtain and maintain throughout the agreement, General Liability insurance in the amount of \$4,000,000 per occurrence for Property damage and bodily injury; \$1,000,000 for general aggregate. Insurance shall protect the Proponent and sub-contractors for any claims or damage for personal injury including accidental death, as well as

claims in property damages which may arise from delivering the services. The City of Toronto, DYBIA and Yonge Dundas Square board of directors and management will be named as additionally insured.

- Workplace Safety and Insurance Board (WSIB), as required by the province of Ontario. Proponent and any of the subcontractors shall fully comply with Ontario WSIB regulations. Proponent must provide a certificate showing coverage.

7.0. SUBMISSION OF PROPOSALS AND CONTACT INFORMATION

Proposals must be received in the Downtown Yonge office **by 5pm on May 31, 2017.**

Submit one (1) electronic copy of your proposal to: Cheryll Diego, Events and Partnership Manager at cdiego@downtownyonge.com

Please note that Proposals will not be considered unless:

Received by the date and time specified; and
Received at the address specified.

8.0. EVALUATION PROCESS

The evaluation of the Proposals will be based on clarity and detail of the foregoing criteria. Please note that the BIA reserves the right to schedule presentations or interviews during the evaluation process, and may also request clarification where necessary. See Schedule B for list of criteria.

9.0. SCHEDULE OF EVENTS

RFP provided to suppliers	May 10
Supplier questions on RFP due to DYBIA	May 16
Responses to questions	May 19
RFP Submission Deadline	May 31

10.0. RFP RULES, TERMS AND CONDITIONS

10.1. Responsibilities of the Service-Provider (Proponent)

It is the Proponent's responsibility to become familiar with, and comply with, the BIA's purchasing policies, if applicable.

10.2. Confidentiality

Confidentiality of records and information relating to this work must be maintained at all times.

All correspondence, documentation and information provided by the BIA to any Proponent in connection with, or arising out of this RFP, or the acceptance of any Proposal:

- Remains the property of the BIA;
- Must be treated as confidential; and
- Must not be used for any purpose other than replying to this RFP and for the fulfillment of any related subsequent contract.

All correspondence, documentation and information provided to staff of the BIA by any Proponent in connection with, or arising out of, this RFP and the submission of any Proposal will become the property of the BIA.

Any information in the quote material which is not specifically identified as confidential will be treated as public information.

All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent's submission to this RFP.

Confidential Property is used in this RFP to include all data, documentation, and other information and part thereof, including, without limitation, that relating to the BIA's business plans, business organization and systems, suppliers or members including their names, addresses and preferences, financial structure, financial information, employees, employee relationships, employee lists and data and other information relating to the foregoing. Notwithstanding the above, any information or property that, at the time of the successful Proponent starting the work, was public information or subsequently has been disclosed in the media or otherwise shall not be considered Confidential Property. The successful Proponent agrees with the BIA that during the period of his/her engagement the Confidential Property and each and every part shall be deemed to be Confidential Property and constitute valuable trade secrets of the BIA.

The Confidential Property is and shall be deemed to be owned solely by, and constitute valuable trade secrets of, the BIA and the right to maintain Confidential Property

constitutes an exclusive proprietary right of the BIA, which they are entitled to protect. The successful Proponent does not and shall be deemed not to have any right to, or proprietary interest in, such Confidential Property.

In addition, the successful Proponent covenants and agrees:

- To at all times treat all and every part of the Confidential Property as strictly confidential whether or not it is so marked or otherwise expressed on its face;
- To not copy, in whole or in part, the Confidential Property; and
- To not disclose or transfer to any third party or parties the Confidential Property without the prior written consent of the BIA.

Upon the completion of the project, the successful Proponent will return any Confidential Property received by him/her to the BIA.

10.3. The successful Proponent agrees that all covenants, provisions and restrictions contained in this document are reasonable and valid and hereby waives all defence to the strict enforcement thereof.

10.4. Conflict of Interest Statement

In its Proposal the Proponent must disclose to the BIA any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the BIA may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any BIA employee, BIA board member, or BIA committee member having a financial interest in the Proponent, and the nature of that interest. If such an interest exists or arises during the evaluation process, or the negotiation of the Agreement, the BIA may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the BIA's sole satisfaction.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the BIA. If the BIA requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise. The consultant(s) for this project may participate in subsequent/other BIA projects provided the consultant(s) has (have) satisfied prequalification requirements of the BIA, if any, and in the opinion of the BIA, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the consultant(s).

10.5. Non-Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the BIA discovers there has been a breach of this requirement at any time, the BIA reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

10.6. BIA's Right to Reject

The BIA, at its discretion may: select any one Proposal; select part of one or a combination of more than one Proposal; or reject any or all or part of any or all Proposals. The BIA is not obligated to select the Proposal with the lowest price. The BIA reserves the right to negotiate with any or all proponents. Subject to the other provisions of the RFQ, the criteria specified are the sole criteria, which will be used for the evaluation of the Proposals.

10.7. No Adjustments to Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted. Proponents may withdraw their Proposal prior to the closing date and time by notifying the BIA in writing. Proponents who have withdrawn a Proposal may submit a new Proposal, which must be received by the BIA, under the same terms as outlined above. After the closing date and time, the Proposal is binding on the Proponent. If the BIA requires clarification of a Proponent's Proposal, that Proponent will provide a written response for clarification which shall then form part of the Proponent's Proposal.

10.8. Communication

Proponents are requested to identify one individual by name, address and telephone number who will act as the Proponent's contact with the BIA with regard to this project.

It is the responsibility of the Proponent to understand all aspects of the RFQ and to obtain clarification if necessary before submitting their Proposal.

10.9. Addendum

An addendum, should one be necessary, will be issued to all companies that were issued the RFQ, or in the case of a mandatory site meeting those companies that registered at the mandatory meeting. Only answers to issues of substance will be sent out to all bidders. The BIA reserves the right to revise this RFQ up to the submission date.

Any revisions shall be included in an addendum to the RFQ distributed to all Proponents. When an addendum is issued the date for submitting Proposals may be changed by the BIA if, in its opinion, more time is necessary to enable Proponents to revise their Proposals. The addendum shall state any changes to the Proposal submission date. All Proponents must acknowledge receipt of RFQ documents and all addenda in their Proposals.

10.10. Period of Validity of Proposals and Agreement

Proposals submitted shall be irrevocable and binding on Proponents from the date of the Proposal submission to the date the successful Proposal is selected by the Evaluation Team and/or the chief administrative officer or his designate, and the successful Proponent executes a service Agreement with the BIA.

10.11. No Assignment

The successful Proponent shall not assign any part of the project which 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 successful Proponent of its liabilities and obligations under this RFQ and any Agreement negotiated.

10.12. Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the BIA may disqualify the Proponent from the RFP and/or from competing for future tenders or RFPs issued by the BIA. In addition, the BIA may at its option:

- Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the BIA shall be null and void; or
- Require the Proponent to pay the BIA the difference between its Proposal and any other Proposal which the BIA accepts, if the latter is for a greater amount and, in addition, to pay the BIA any cost which the BIA may incur by reason of the Proponent's failure or default. Further, the Proponent will indemnify and save harmless the BIA, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent.

10.13 Resource Commitments

The Proponent must make available appropriately-skilled workers, consultants or sub-contractors and must be able to provide the necessary materials, tools, machinery and supplies to carry out the project. These resources must be available on a dedicated basis, as required, to execute the project with due care, skill and efficiency.

10.14 Waiver of Rights in Proposal and Indemnity

Each Proponent acknowledges and agrees that the BIA is likely to receive, and be required to deal with, several Proposals, all of which may contain or disclose information considered by their Proponents to be of a special, unique, secret, or proprietary nature, and that such information and the manner in which the BIA may use it may be entitled or subject to protection under any of Canada's intellectual property laws, the Competition Act, or the common law relating to unfair competition.

The BIA cannot accept any Proposal that is subject to a reservation by the Proponent of any such rights, and each Proponent, by virtue of filing a Proposal pursuant to this RFP expressly waives any and all protection to which the Proponent might otherwise be entitled in respect of that Proposal under all of the foregoing laws. The Proponent expressly releases the BIA, its staff and consultants, if any, as well as the successful Proponent(s) from any claims, actions, suits and proceedings whatsoever for the infringement of any intellectual property right for the use of any secret or proprietary information disclosed to the BIA in that Proposal.

Each Proponent shall indemnify and save harmless the BIA, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the

BIA brought by any person in respect of the infringement of any patent, copyright, trademark, or industrial design or the use or misuse in connection with their Proposal.

10.15 Insurance

The BIA may require insurance from the successful Proponent in amounts, and with terms satisfactory to, the BIA including liability and professional liability coverage at minimum.

10.16 Indemnity

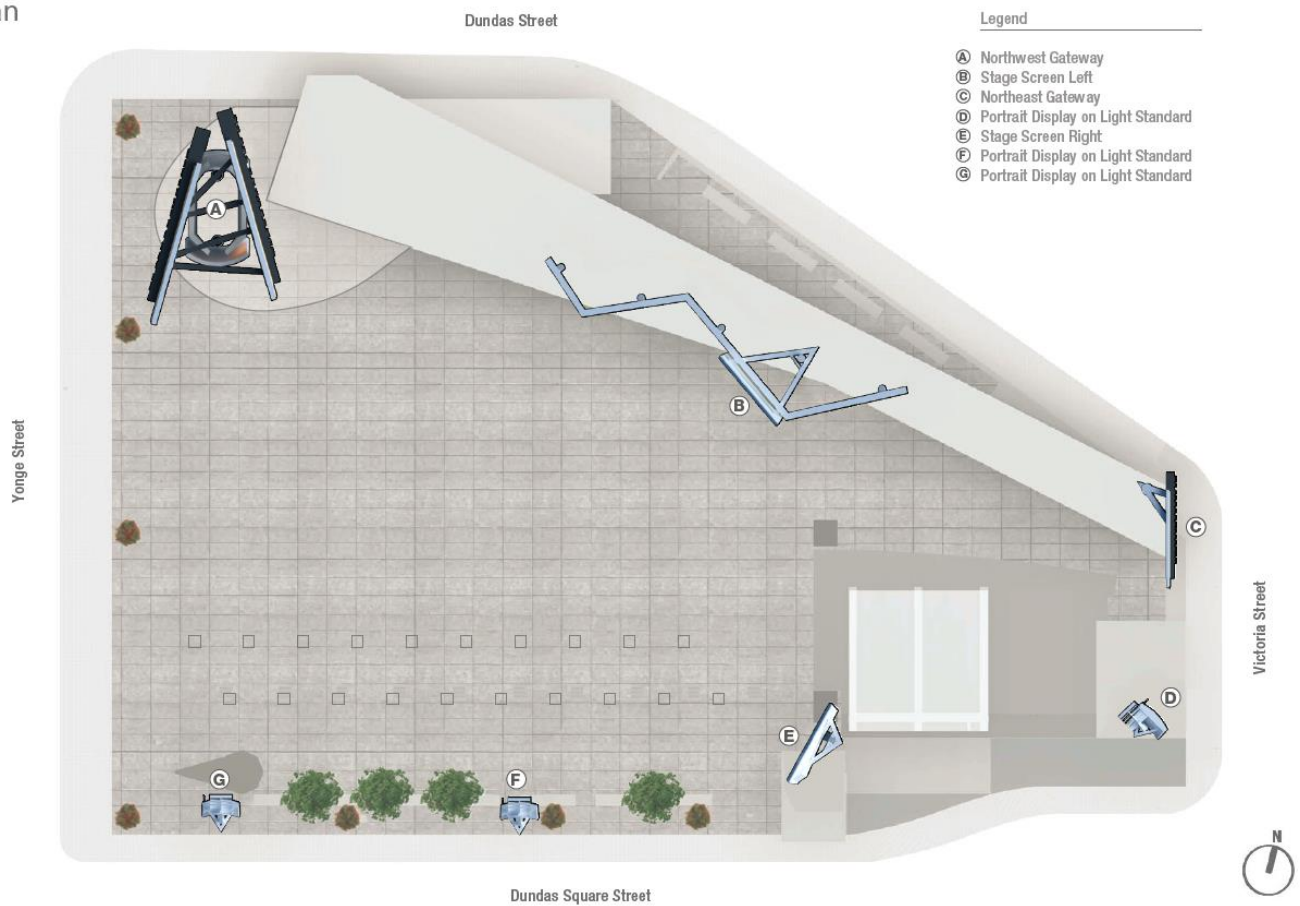
The successful Proponent will be required to indemnify the BIA for any loss, costs, claims or damages arising from the award of this contract.

SCHEDULE A Maps of Yonge Dundas Square

Note that Sight Seeing booth is located on the SW section of YDS

Digital Screens at YDS available for Illuminite Use

1 Plan



**SCHEDULE B
ILLUMINITE PROPOSAL EVALUATION**

EVALUATION CRITERIA	RATING
Organizational Capacity Profile of the Company, number of years in the industry Experience and credentials of key staff members Demonstrated experience in producing event/show similar to the size and scope of Illuminite References	
Creativity and Feasibility of Proposal Understanding of Illuminite Uniqueness of the show, “Wow” Factor Flow of the show Production value Potential integration of a corporate sponsor Complexity of Rider and cost of technical requirements	
Adaptability of the show to inclement weather	
Work Plan Proposed timelines	
Financials Cost to deliver the show	