



DUKE HEIGHTS

**RFP FOR THE IDENTIFICATION AND EVENT
MANAGEMENT OF A NEW KEYSTONE SIGNATURE
EVENT FOR THE DUKE HEIGHTS BIA.**



Table of Contents

INTRODUCTION.....	3
ABOUT THE DUKE HEIGHTS BIA	3
BACKGROUND.....	4
RFP SPECIFICATIONS	5
PURPOSE OF THIS RFP.....	5
SCOPE OF WORK	5
DELIVERABLES	6
INSTRUCTIONS FOR PROPOSALS:.....	7
RFP RESPONSE REVIEW AND EVALUATION.....	8
APPENDIX A -PROPOSAL EVALUATION TABLE	9
APPENDIX B - PRICE DETAIL FORM.....	10
APPENDIX C - AGREEMENT TERMS AND CONDITIONS	11

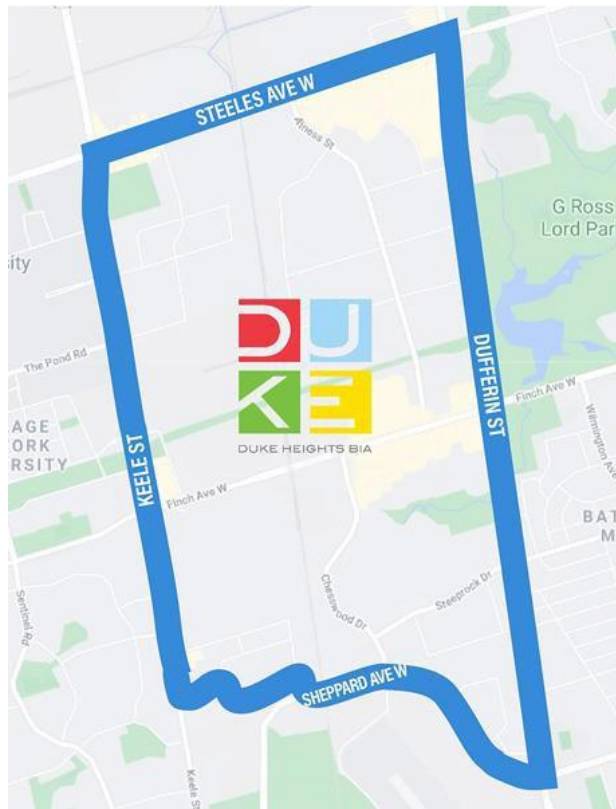
INTRODUCTION

ABOUT THE DUKE HEIGHTS BIA

DUKE Heights is a Business Improvement Area (BIA) in the City of Toronto. A BIA is a non-profit and arm's length City of Toronto agency that works within a mandate as set out in the City of Toronto Municipal Code. BIA's work within existing policies, with the City to provide resources in the form of information and services for business members and invest in Capital improvements and beautification of the Public Realm.

The typical BIA represents all BIA Businesses within their geographical area and supports business members located in the BIA. 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 Avenue to Sheppard Avenue 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 DUKE Heights BIA can be found at www.dukeheights.ca.

BACKGROUND

DUKE Heights Business Improvement Area has since its inception created and implemented various annual events. These events range from small business networking events for our members to larger community events such as DUKE Eats (food festival) or DUKE Hunt (local scavenger hunt). While these events have been successful in achieving their goals, the BIA does not currently host a large keystone signature event/festival.

DUKE Heights BIA is therefore now looking for a professional service provider that will help the BIA to identify and implement a new unique annual keystone event that meets the following BIA goals:

- Be a unique, easily recognised, and “book the date” worthy annual event that attracts large numbers of people to the BIA, and has the potential to be globally known (e.g. Bull run, Stampede, etc.)
- Improve brand awareness of the BIA.
- Expand and reinforce recognition and top of mind of the area. (The area was rebranded as DUKE Heights in 2015, however recognition of the name and area still lags more recognisable districts such as Bloor-Yorkville, Harbourfront, Downtown Yonge, Distillery Historic District, Entertainment District, West Queen West, Kensington Market and Chinatown, Little Italy, Greektown, and The Beaches.)
- Target and draw in people that have modest to high disposable income.
- Increase the total number of people that visit the BIA (both during and post the event).
- Is “Family friendly” and does not draw undesirable or criminal elements to the BIA.
- Increase the overall net money supply and velocity of funds within the BIA (Net positive economic impact after all costs are considered.), by designing the event/festival in a way that encourages direct, immediate, future or lifetime consumer spend within the BIA.
- Widespread improvement directly/indirectly in economic activity and circulation of funds within the BIA.

Some examples of unique and easily identifiable events in Canada are Taste of the Danforth, Montreal Jazz Festival, Great Okanagan Beer Festival, Vancouver Dragon Boat Festival, Just For Laughs Montreal, Foam fest/mud hero, etc.

The event/festival can either be a single day event or run over multiple days.

RFP SPECIFICATIONS

PURPOSE OF THIS RFP

The DUKE Heights BIA as part of a more integrated economic development strategy aims to create an annual keystone event/festival that will have a positive brand and economic impact to the area. The purpose of this RFP is to select a professional service provider which will help the BIA in the identification, planning and implementation of a new annual keystone signature event/festival.

SCOPE OF WORK

There are two main components to the RFP.

1. Shortlisting Suitable Ideas
2. Costing and project plan for the full end to end planning, management, and delivery of the event.

1. Shortlisting suitable ideas

- a. Researching potential Ideas and concepts
- b. Evaluating the ideas and concepts against the goals and aspirations of the BIA
- c. Evaluating the ideas and concepts within the context of the area, scalability of event/festival, ease of implementation, and longevity of concept.

The evaluation and suitability of suggested shortlisted events should follow a logical and empirical process that utilises new or existing research/data/knowledge coupled with experience and insight of experienced people/experts in the field.

The evaluation method, assumptions, research, and final suggested shortlist should be presented in a document that will allow the BIA to understand the methodology, process, and evaluation of ideas to final shortlisting.

Each event/festival idea should also be evaluated on the following:

- The level to which it achieves the goals and aspirations of the BIA.
- The ability to be unique enough so that the events do not clash/overlap/compete with many (current) similar events, but also able to interest, draw or cater to a large number of people to ensure success and longevity of the events.
- Ease of implementation within the boundaries of the BIA.
- The suitability and fit of the event with the area currently and the future ideal state of the area as a business, consumer, and entertainment hub.

- A cost benefit analysis.

Comparison of the shortlisted ideas/concepts with each other against aspects such as cost/benefit, potential economic impact or extent/potential spread and recognition of the event/festival, will be appreciated by not required.

Events/festivals should be evaluated within two large categories:

- A) Large (> 10 000 attendees)
- B) Medium/Small (< 10 000 attendees)

Each category should have a minimum of two events/festivals that have been shortlisted. (two shortlisted event/festival ideas in the Large events category and two in the Medium/Small events category.)

2. Costing and project plan for the full end to end planning, management, and delivery of the event.

Create a project plan with detailed costing for all shortlisted events/festival which include end to end event planning and delivery of the event. The project plan will include all activities leading up to the event, during the event and post event.

DELIVERABLES

- A) A report detailing the research, evaluation, and analysis of potential events/festivals. The methodology and rationale used to shortlist events/festivals under each size category.
- B) A full costing and project plan for each of the shortlisted/recommended events/festivals identified. The costing should include end to end event planning and delivery.

INSTRUCTIONS FOR PROPOSALS

Response Documentation and Delivery

The documentation for each Response:

- (a) Must be submitted to atul@dukeheights.ca or info@dukeheights.ca
or
- (b) DUKE Heights BIA, 1275 Finch Ave W, Suite 303, North York, ON M3J 0L5

All submissions must be received no later than **Monday, July 31st, 2023, 3:00 pm**. Submissions made by fax, telephone, or telegram **will not be accepted**.

Response Content Description

The Response should contain the following items:

Description of the qualification of principal staff to be assigned to the project, including (a) project team makeup; and (b) prior experience of the individual project team members, such as education, position in firm, years and type of experience.

Execution of Examples - Demonstrate ability to work collaboratively and deliver projects on-time and on-budget.

Proposal – The proposal should include a list of suggested work that will allow the BIA to achieve the overall goals stipulated in this RFP, with sufficient and relevant detail to facilitate evaluation of the respective proposal.

Detailed fee schedule- for the project and any out-of-pocket expenses should also be indicated.
(Provide detailed project fees and any out-of-pocket expenses in Appendix B- Price Detail Form)

Detailed project schedule – Provide a detailed project schedule for the research component including resource allocation and timeframes, indicative timelines, and costings of the shortlisted events/festivals.

RFP RESPONSE REVIEW AND EVALUATION

Indicative Dates - Assessment and Evaluation of RFP Submissions	
Description	Dates
Issue of RFP	May 10, 2023
Last date for submission of written questions regarding the RFP	May 31, 2023
Last date to respond to all written questions	June 7, 2023
Final submission date for response to RFP	July 31, 2023
Initial scoring and evaluation of responses.	August 1, 2023 to August 15, 2023
Due date for vendors to respond to requests for clarity or additional information if requested.	August 15, 2023
Finalised Evaluation of submissions and vendor selection.	August 31, 2023

APPENDIX A -PROPOSAL EVALUATION TABLE

EVALUATION CRITERIA	POINTS AVAILABLE	POINTS AWARDED
A detailed proposal reflecting the methodology and content for the initial research and evaluation of potential events/festivals.	25	
Demonstrated experience with examples in the planning and execution of small/medium to large events or festivals.	40	
Demonstratable ability, history and experience in either producing quantitative research or in large scale event management.	10	
Proponents must meet a minimum of 75% (or 56.25 points) to be considered further for Cost (...considered for further evaluation?)		
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...		\$	\$
	Others (please specify)	\$	\$
	Sub Total	\$	\$
	CONTINGENCY (10%)	\$	\$
	TOTAL (Sum of Items 6 to 7)	\$	\$

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 a Vendor shall not be a guarantee of exclusivity. The BIA also reserves the right to modify or withhold whole or part of any date, work package or contract regarding the RFP should the BIA find no suitable vendor or if BIA requirements have changed during the course of the RFP process.

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, trade-mark, 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 OHS Act, 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.