

DOWNTOWN



Downtown Yonge Business Improvement Area

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REQUEST FOR PROPOSALS (RFP) Website Review, Redesign, Launch & Maintenance August 29, 2017

1.0 BACKGROUND

Downtown Yonge Business Improvement Area (DYBIA) is a catalyst for creating vibrant urban experiences and events in the heart of downtown Toronto. Representing more than 2,000 businesses and their employees, as well as the broader community of residents, students and visitors, the DYBIA champions attractive public spaces, popular events, safety and cleanliness. It plays an active role both at street level and in boardrooms, advocating for a thriving and diverse community of retailers, restaurants and services.

Funding for the DYBIA comes from a supplementary tax levied on all commercial buildings within its boundaries. The area that makes up the DYBIA 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 as well as the Ryerson University campus. Our stakeholder base is large and diverse.

2.0 PURPOSE OF THE RFP

The main objective of this RFP is to attract Proposals from qualified consultants to reimagine and redesign DYBIA's website – www.downtownyonge.com – taking into account DYBIA's unique brand and positioning. The DYBIA envisions the Website Review, Redesign & Launch as a concept-to-completion project that should address four core elements:

- ✓ **Review** of the current website, in line with the DYBIA Strategic Plan 2017-2022;
- ✓ **Redesign** of the website, in line with the DYBIA Strategic Plan 2017-2022;
- ✓ **Testing and Launching** of the new website; and
- ✓ **Ongoing maintenance plan** for the website, including content management systems and hosting.

3.0 PROJECT BACKGROUND AND TARGET AREAS

In 2017, DYBIA completed a comprehensive strategic planning process and published **Living Yonge**, our new Strategic Plan 2017-2022. Mindful that www.downtownyonge.com is the first point of contact for our many stakeholders, we believe it is time for a comprehensive review, design and upgrade since the website was last updated in 2012.

Over the past five years, there are several characteristics of the existing website that we believe could be optimized. These should be explicitly addressed in the RFP and include:

- ✓ **Streamlining the number of website pages.** Currently, the website hosts approximately 40 pages.
- ✓ **Optimizing content management** systems and facilitating easy and timely updates. Updating is currently done by an external firm, although DYBIA has access to a Content Management System.
- ✓ **Optimizing the website for mobile use**, which is not currently enabled.
- ✓ **Generating regular and accurate website analytics.**

4.0 PROJECT DETAILS

Ideally, the RFP seeks Proposals that address the following components. However, DYBIA encourages Service-Providers to use these as a guideline only, and to provide additional elements or recommendations as appropriate.

Phase	Action
Phase 1- Investigation	-An in-depth look at the DYBIA's website and understanding its goals for the website moving forward.
Phase 2- Strategic Planning	-Development of a project plan, outlining steps to be taken to achieve the DYBIA's goals.
Phase 3- Design & Test	-Preliminary design concepts, with the final selection done by the DYBIA. -New downtownyonge.com to be integrated with the content management system. - Testing the website for ease of navigation, use, etc.
Phase 4- Launch	-This phase includes launching the website, along with training for DYBIA staff to better understand how to update content.
Phase 5- Long-Term support	-This phase extends beyond the timelines of the RFP contract, providing technical support for additional changes that cannot be done internally as well as any bugs that may present themselves over time.

Note that the RFP should include how the Service-Provider intends to address:

- ✓ Site planning, interface design and production;
- ✓ Interactive capabilities for maps, member businesses' information, input of events and promotions, and social media sharing;
- ✓ How the in-house webmaster is able to easily and cost-effectively update content and modify site design after the initial launch.

5.0 ADDITIONAL CONSIDERATIONS

In considering the Proposals, DYBIA will be looking for the following:

- Clear outline of project milestones and outcomes with informed and relevant recommendations.
- A track record of working closely with a business association, BIA, or similar community and its stakeholders.
- Creative, fresh and dynamic ideas.
- Professionalism and initiative.
- A proven record of execution and delivery.
- Familiarity with DYBIA accomplishments and projects.

Note that being an active member of the DYBIA will be considered an asset.

6.0 BACKGROUND READING

It is strongly recommended that Proposals display a thorough knowledge of the DYBIA, its strategic direction and key initiatives. To this end, the following links are included here:

Living Yonge

Strategic Plan 2017-2022

<http://bit.ly/2tCGz4b>

Annual Report 2016

<http://bit.ly/2xJZhbn>

Yonge Love

Campaign Findings Report 2015

<http://bit.ly/1SxKFQH>

7.0 PROPOSAL CHECKLIST

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

- ✓ A clear outline of the approach to the project.
- ✓ Detailed timelines and budget for the project, showing an inclusive price.
- ✓ Outline of the firm's experience on similar projects and dealing with B.I.A.s or other associations.
- ✓ Identification of team leader(s) who will oversee this project – including their *Curriculum Vitae*.
- ✓ If the execution of work to be performed by your company requires the hiring of subcontractors, you must clearly state this in your proposal. Sub-contractors must be identified and the work they will perform must be defined. In your proposal, please provide the name and address of the sub-contractor. The DYBIA will not refuse a proposal based upon the use of sub-contractors, however we retain the right to refuse the subcontractors you have selected.

8.0 SUBMISSION OF PROPOSALS AND CONTACT INFORMATION

Proposals must be received in the DYBIA. office no later than 4:00pm on September 20, 2017.

Please submit one (1) electronic copy of your proposal to:

Attention: Susie Barbosa, Economic & Community Development Coordinator
sbarbosa@downtownyonge.com

Please note that Proposals will not be considered unless:

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

9.0 EVALUATION PROCESS

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

Action	Deadline
RFP Distributed	August 29, 2017
Deadline for any questions on RFP	September 12, 2017
Submission deadline	September 20, 2017
Final decision reached	September 28, 2017

10.0 RFP RULES, TERMS AND CONDITIONS

10.1 Responsibilities of the Service-Provider

It is the Service-Provider's responsibility to become familiar with, and comply with, the DYBIA'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 DYBIA to any Service-Provider in connection with, or arising out of this RFP, or the acceptance of any Proposal:

- Remains the property of the DYBIA;
- 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 DYBIA by any Service-Provider in connection with, or arising out of, this RFP and the submission of any Proposal will become the property of the DYBIA.

Any information in the Proposal 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 Service-Provider'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 DYBIA'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 Service-Provider starting the work, was public information or subsequently has been disclosed in the media or otherwise shall not be considered Confidential Property.

The successful Service-Provider agrees with the DYBIA 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 DYBIA.

The Confidential Property is and shall be deemed to be owned solely by, and constitute valuable trade secrets of, the DYBIA. and the right to maintain Confidential Property constitutes an exclusive proprietary right of the DYBIA, which they are entitled to protect. The successful Service-Provider does not and shall be deemed not to have any right to, or proprietary interest in, such Confidential Property.

In addition, the successful Service-Provider 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 DYBIA.

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

The successful Service-Provider 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.

10.3 Conflict of Interest Statement

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

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

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

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

10.4 Non-Collusion

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

10.5 DYBIA's Right to Reject

The DYBIA, 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 DYBIA is not obligated to select the Proposal with the lowest price. The DYBIA reserves the right to negotiate with any or all proponents. Subject to the other provisions of the RFP, the criteria specified are the sole criteria, which will be used for the evaluation of the Proposals.

10.6 No Adjustments to Proposals

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

10.7 Communication

Service-Providers are requested to identify one senior individual by name, address and telephone number who will act as their contact with the DYBIA with regard to this project. It is the responsibility of the Service-Provider to understand all aspects of the RFP and to obtain clarification if necessary before submitting their Proposal.

10.8 Addendum

An addendum, should one be necessary, will be issued to all companies that were issued the RFP, 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 the bidders. The DYBIA reserves the right to revise this RFP up to the Proposal submission date.

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

10.9 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 Service-Provider executes a service Agreement with the DYBIA.

10.10 No Assignment

The successful Service-Provider shall not assign any part of the project which may be awarded to it under the Agreement without the prior written consent of the DYBIA., which consent shall not be unreasonably withheld. However, such written consent shall not, under any circumstances, relieve the successful Service-Provider of its liabilities and obligations under this RFP and any Agreement negotiated.

10.11 Failure or Default of Proponent

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

- Consider that the Service-Provider has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the DYBIA shall be null and void; or
- Require the Service-Provider to pay the DYBIA the difference between its Proposal and any other Proposal which the DYBIA accepts, if the latter is for a greater amount and, in addition, to

pay the DYBIA any cost which the DYBIA may incur by reason of the Service-Provider's failure or default. Further, the Service-Provider's will indemnify and save harmless the DYBIA, 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 Service-Provider.

10.12 Resource Commitments

The Service-Provider 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.

10.13 Waiver of Rights in Proposal and Indemnity

Each Service-Provider acknowledges and agrees that the DYBIA is likely to receive, and be required to deal with, several Proposals, all of which may contain or disclose information considered by their Service-Providers to be of a special, unique, secret, or proprietary nature, and that such information and the manner in which the DYBIA 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 DYBIA cannot accept any Proposal that is subject to a reservation by the Service-Provider of any such rights, and each Service-Provider, by virtue of filing a Proposal pursuant to this RFP expressly waives any and all protection to which the Service-Provider might otherwise be entitled in respect of that Proposal under all of the foregoing laws. The Service-Provider expressly releases the DYBIA, its staff and consultants, if any, as well as the successful Service-Providers 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 DYBIA in that Proposal.

Each Service-Provider shall indemnify and save harmless the DYBIA, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the DYBIA, 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.

10.14 Insurance

The DYBIA may require insurance from the successful Service-Provider in amounts, and with terms satisfactory to, the DYBIA including liability and professional liability coverage at minimum.

10.15 Indemnity

The successful Service-Provider will be required to indemnify the DYBIA for any loss, costs, claims or damages arising from the award of this contract.