

DOWNTOWN



Downtown Yonge Business Improvement Area

40 Dundas Street West, Suite 300

Toronto, ON M5G 2C2

416-597.0255, fax 416-597.0233

REQUEST FOR PROPOSAL (RFP)

DYBIA CREATIVES

MARCH 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 364 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. Each event caters to different audiences; each has its own feel and mood. The events are promoted at least six weeks ahead of the event date using traditional and social media.

DYBIA is now requesting proposals from qualified marketing agencies and design agencies to provide creative services for events marketing collateral.

DYBIA major events are as follows:

- a. Play the Parks. Launch Date June 13

Weekly programming happens in various locations

This is a summer long concert series happening in different public spaces within the BIA boundaries. There will potentially be five locations and 40 performances for music and other activations.

b. Canada Day Living Flag. DATE: TBC

We invite Torontonians to join us in forming the living flag and sing O Canada to show how proud we are as Canadians. Participants are given white or red shirts and assigned position within the flag. To preview the 2016 event, go to: <https://www.youtube.com/watch?v=qX0INfHvkFw>

This year's design should recognize the 150th year of Canada.

c. Fashion on Yonge. (Location and Date TBC)

This event showcases DYBIA members from different industries – retail, culinary and services. There are runway shows and activations. To preview the 2016 event, go to: <https://www.youtube.com/watch?v=DNYuqYISmAk>

d. Illuminite. November 18th + KidzFest. November 25th at Yonge-Dundas Square

These are DYBIA's holiday celebration events and are promoted together.

Illuminite kicks off Christmas in the downtown core and culminates with the lighting of all the holiday lights in the catchment. This is a very artistic presentation and has moved away from other traditional holiday lighting ceremonies. The main entertainment has always had a huge wow factor, something that has not been done at Yonge-Dundas Square. To preview the 2016 event, go to: <https://www.youtube.com/watch?v=Impive-16rc>

KidzFest as the name suggests is for children and their families. There are free stage performances, activities and character meet and greets the entire day. To preview the 2016 event, go to: <https://www.youtube.com/watch?v=a54OnNgIWbU>

e. Laneway Project. DATE: TBC but potentially in Sept/Oct timeframe

Downtown Yonge BIA has 1.5 kilometers of laneway. Aside from this being a service route, pedestrians are using these laneways as an alternate route to get around the neighbourhood. Downtown Yonge BIA will activate one of these laneways with arts & culture programming.

i. Generic Ad for the Downtown Yonge BIA to reflect the neighbourhood and the direction it's going.

Not all events will have the same requirements. For an outline of the requirements, refer to Schedule A.

3.0 CORE SCOPE OF WORK

The Core Scope of Work of the selected agency is to provide creative services including but not limited to designing marketing materials for print and online and facilitation of production.

Specific Services and Responsibilities

- Work with DYBIA to develop design concepts and copies for the events collateral and generic ad. Each event should have their own branding but will have a unifying element that always ties back or reflects DYBIA brand.
- Manage project timelines to ensure that deadlines are met; respond to additional requests within 24 hours, with a reasonable timeline for when the project will be completed.

- Create design drafts for each event and present to DYBIA for approval. Selected design then is cascaded to all collaterals.
- Create print ready files of projects for production and create optimized online files ready for uploads.
- Obtain printing estimates and coordinate production process. When sending out quotes for printing, agency to coordinate with DYBIA to make sure that suppliers within the catchment are included in the quote process.
- Keep electronic working files of all projects and submit to DYBIA at the close of each project.

For the services above, DYBIA proposes to pay the selected agency after reaching key milestones.

4.0 PROPOSAL CHECKLIST

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

1. A narrative showing the agency’s keen understanding and interests in BIAs and DYBIA.
2. A description of how the agency will provide service and cost for the services. This should include approximate design hours, number of drafts and revisions; and any potential additional expenses related to providing the services.
3. Timeline for the projects indicating key milestones.
4. Sample creative works to demonstrate ability to do an integrated marketing campaign.
5. A company brief and background on key staff members to be engaged in the project.
6. Three or more references

5.0 SUBMISSION OF PROPOSALS AND CONTACT INFORMATION

Proposals must be received in the Downtown Yonge office **by 5pm on March 27.**

Submit one (1) electronic copy of your proposal to: Events and Partnership Manager Cheryll Diego 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.

6.0 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.

RFP provided to suppliers	March 6
Supplier questions on RFP due to DYBIA	March 14
Responses to questions	March 17
RFP Submission Deadline	March 27

7.0 RFP RULES, TERMS AND CONDITIONS

7.1 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.

7.2 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.

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.

7.3 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).

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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 Proponent executes a service Agreement with the BIA.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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

List of requirements for Play the Parks, Fashion on Yonge and Illuminite & KidzFest

Print Materials:

1. Poster - print and digital formats.
Expect that original poster will be resized to fit TTC subway, Astral bus stop shelter and member building holders.
2. Flyer two sided (except for Play the Parks, which could be a fourfold flyer to include listing of all the venues and artists)
3. Newspaper Ad – as required
4. On-site signage – This is a template. Texts to be slotted in will be provided closer to the dates of the events.

Online Materials

1. Event Microsite banner
2. Social media banners (Twitter & Facebook)
3. E-mail signature
4. Web banners for online listings – there will be four different sizes

List of Requirements for Canada Day Living Flag

1. T-shirt design
2. On-site Signage
3. Event Microsite banner
4. Web banners for online listings

Laneway Project:

1. Web banners for online listings
2. Event Microsite banner

Generic Ad

Stand-alone project.