



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)
PREPARATION OF DOWNTOWN YONGE BIA NEIGHBOURHOOD GUIDEBOOK
JULY 12 2021

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.

As part of the recovery from the COVID-19 pandemic, the DYBIA is looking to launch a neighbourhood guidebook to be distributed online and through mail drops to further attract residents and visitors back to the area. This guidebook will include maps, articles and links to resources already created, and is intended to promote the businesses and area for shopping, entertainment, professional services, and local tourism.

2.0 PURPOSE OF THE RFP

The main objective of this RFP is to attract Proposals from appropriate consultants to undertake the design & preparation of the DYBIA's neighbourhood guidebook.

3.0 CORE SCOPE OF WORK

The core scope of work outlined in Proposal submissions should include:

- Design a high quality, print-ready guidebook to be ready for online and mail distribution September 3, 2021;
- Development of a design concept that reflects the existing brand of the DYBIA, suitable for residents and local visitors;
- A process for pitching the design concepts to the DYBIA, and selecting a first option;
- Layout and design of the guidebook;
- Writing and layout copy approved by the DYBIA;

- Recommendations around different types of illustrations that would enhance the report; and
- Recommendations regarding paper stock and other elements that reflect the design concept.

Note that printing and distribution is **not** considered under this RFP and is **optional** to be included in submissions.

a) Design Requirements

- To design a guidebook that brands the Downtown Yonge area and captures the excitement of this destination;
- The design should be made in consideration of distribution requirements such as brochure size and Canada Post admail measurements;
- To create a map (or maps)- 3-D aerial streetscape rendering- which helps to locate, market and promote the amenities and offerings of the neighbourhood for shopping, entertainment, and local tourism;
- To provide the public with mapping information to locate points of interest. Subways, transit routes, parking (both bike and vehicle), identifiable landmarks, public seating will need to be shown on the map;
- The guidebook design should include direction information to the Downtown Yonge area from around the downtown core, highlighting accessibility and convenience;
- To promote Downtown Yonge as an area of the city that is walkable and pedestrian-friendly;
- To be used as a means of promoting Downtown Yonge's accessibility- drive & park your car, take the TTC, walk or cycle;
- To showcase the neighbourhood's rich history and arts and culture offerings;
- To drive traffic to the Downtown Yonge website and other online DYBIA publications; and
- To showcase the area's improvements.

b) Production Requirements (OPTIONAL)

- To provide advertising direction, execution, support and expertise regarding design specifications.
- If selected, Vendor is to provide printing quotes for the quantity specified. Printing costs to include folding and packing and are separate of this contract.
- To coordinate with the printer and take on all aspects of the project relating to printing of guidebook.
- To coordinate with Canada Post to maildrop printed guidebooks to targeted areas selected by the DYBIA.

4.0 ADDITIONAL CONSIDERATIONS

In considering the Proposals, DYBIA will be looking for evidence and examples that Suppliers are able to demonstrate:

- Familiarity with Toronto and Downtown Yonge specifically around; accessibility, transit routes, walk & bike times to the neighbourhood, public outdoor spaces and arts & culture offerings;
- A dedication to city-building in previous work experience;
- Clear, informed and relevant recommendations;
- Creative, fresh and dynamic ideas;
- Professionalism and initiative;
- A proven record of execution and delivery;
- A track record of working closely with a business association, BIA, or similar community and its sponsors; and
- Familiar with DYBIA accomplishments and projects.

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

5.0 PROPOSAL CHECKLIST

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

1. A clear **outline** of the approach to the project.
2. Detailed **timelines and budget** for the project.
3. Any response to the **Additional Considerations** listed in Section 4.0.
4. Outlines of the firm's **experience on similar projects** and **dealing with BIAs or other associations.**
5. A company **prospectus.**
6. **Identification of team leader(s)** who will oversee this project – including their *Curriculum Vitae.*

6.0 SUBMISSION OF PROPOSAL AND CONTACT INFORMATION

Proposals must be received in the Downtown Yonge office by 9am on Friday, July 30, 2021.

Submit one (1) electronic copy of your quotation to: Susie Barbosa-Pizzirusso at sbarbosa@downtownyonge.com.

Please note that Proposals will not be considered unless:

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

7.0 EVALUATION PROCESS

The evaluation of the Proposals will be based on clarity and detail of the foregoing criteria. Any questions or clarifications should be directed to the above email. Answers to all queries will be sent to all applicants within 48 business hours of the “deadline for questions”.

Please note that the BIA reserves the right to schedule presentations or interviews during the evaluation process, and may also request clarification where necessary.

Action	Deadline
RFP Distributed	July 12, 2021
Deadline for Questions via email	July 16, 2021
Responses to Questions sent to all Applicants (if applicable)	July 20, 2021
Submission deadline	July 30, 2021
Final decision reached	August 6, 2021

8.0 RFP RULES, TERMS AND CONDITIONS

8.1 Responsibilities of the Service-Provider (Contractor(s))

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

8.2 Permits / Licenses / Fees

Any permits, licenses or fees required to deliver the services will be the responsibility of the contractor.

8.3 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 Contractor(s) in connection with, or arising out of this RFQ, or the acceptance of any Quotation:

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

All correspondence, documentation and information provided to staff of the BIA by any Contractor(s) in connection with, or arising out of, this RFQ and the submission of any Quotation 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 Contractors' submission to this RFQ.

Confidential Property is used in this RFQ 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 Contractor starting the work, was public information or subsequently has been disclosed in the media or otherwise shall not be considered Confidential Property.

The successful Contractor(s) 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 Contractor(s) does not and shall be deemed not to have any right to, or proprietary interest in, such Confidential Property.

In addition, the successful Contractor(s) 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 Contractor(s) will return any Confidential Property received by him/her to the BIA.

The successful Contractor(s) 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.

8.4 Conflict of Interest Statement

In its quotation the Contractor(s) 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 Quotation.

The Contractor(s) must also disclose whether it is aware of any BIA employee, BIA board member, or BIA committee member having a financial interest in the Contractor(s), 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 Quotation or withhold the awarding of any Agreement to the Contractor(s) until the matter is resolved to the BIA's sole satisfaction.

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

Contractor(s) are cautioned that the acceptance of their Quotation may preclude them from participating as a Contractor(s) in subsequent projects where a conflict of interest may arise. The contractor(s) for this project may participate in subsequent/other BIA projects provided the contractor(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 contractor(s).

8.5 Non-Collusion

A Contractor(s) shall not discuss or communicate, directly or indirectly, with any other Contractor(s) or their agent or representative about the preparation of the Quotation. Each Contractor shall attest that its participation in the RFQ 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 Quotation or terminate any ensuing Agreement.

8.6 BIA's Right to Reject

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

8.7 No Adjustments to Quotations

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

8.8 Communication

Contractor(s) are requested to identify one individual by name, address and telephone number who will act as the Contractor(s) contact with the BIA with regard to this project. It is the responsibility of the Contractor(s) to understand all aspects of the RFQ and to obtain clarification if necessary before submitting their Quotation.

8.9 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 Contractor. When an addendum is issued the date for submitting Quotations may be changed by the BIA if, in its opinion, more time is necessary to enable Contractor(s) to revise their Quotations. The addendum shall state any changes to the Quotation submission date. All Contractor(s) must acknowledge receipt of RFQ documents and all addenda in their Quotations.

8.10 Period of Validity of Quotations and Agreement

Quotations submitted shall be irrevocable and binding on Contractor(s) from the date of the Quotation submission to the date the successful Quotation is selected by the Evaluation Team and/or the chief administrative officer or his designate, and the successful Contractor(s) executes a service Agreement with the BIA.

8.11 No Assignment

The successful Contractor(s) 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 Contractor(s) of its liabilities and obligations under this RFQ and any Agreement negotiated.

8.12 Failure or Default of Contractor(s)

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

- Consider that the Contractor(s) 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 Contractor(s) to pay the BIA the difference between its Quotation and any other Quotation 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 Contractor(s) failure or default. Further, the Contractor(s) 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 Contractor(s).

8.13 Resource Commitments

The Contractor(s) 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.

8.14 Waiver of Rights in Quotations and Indemnity

Each Contractor acknowledges and agrees that the BIA is likely to receive, and be required to deal with, several Quotations, all of which may contain or disclose information considered by their Contractor(s) 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 Quotation that is subject to a reservation by the Contractor of any such rights, and each Contractor, by virtue of filing a Quotation pursuant to this RFQ expressly waives any and all protection to which the Contractor might otherwise be entitled in respect of that Quotation under all of the foregoing laws. The Contractor(s) expressly releases the BIA,

its staff and consultants, if any, as well as the successful Contractor(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 Quotation.

Each Contractor 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 Quotation.

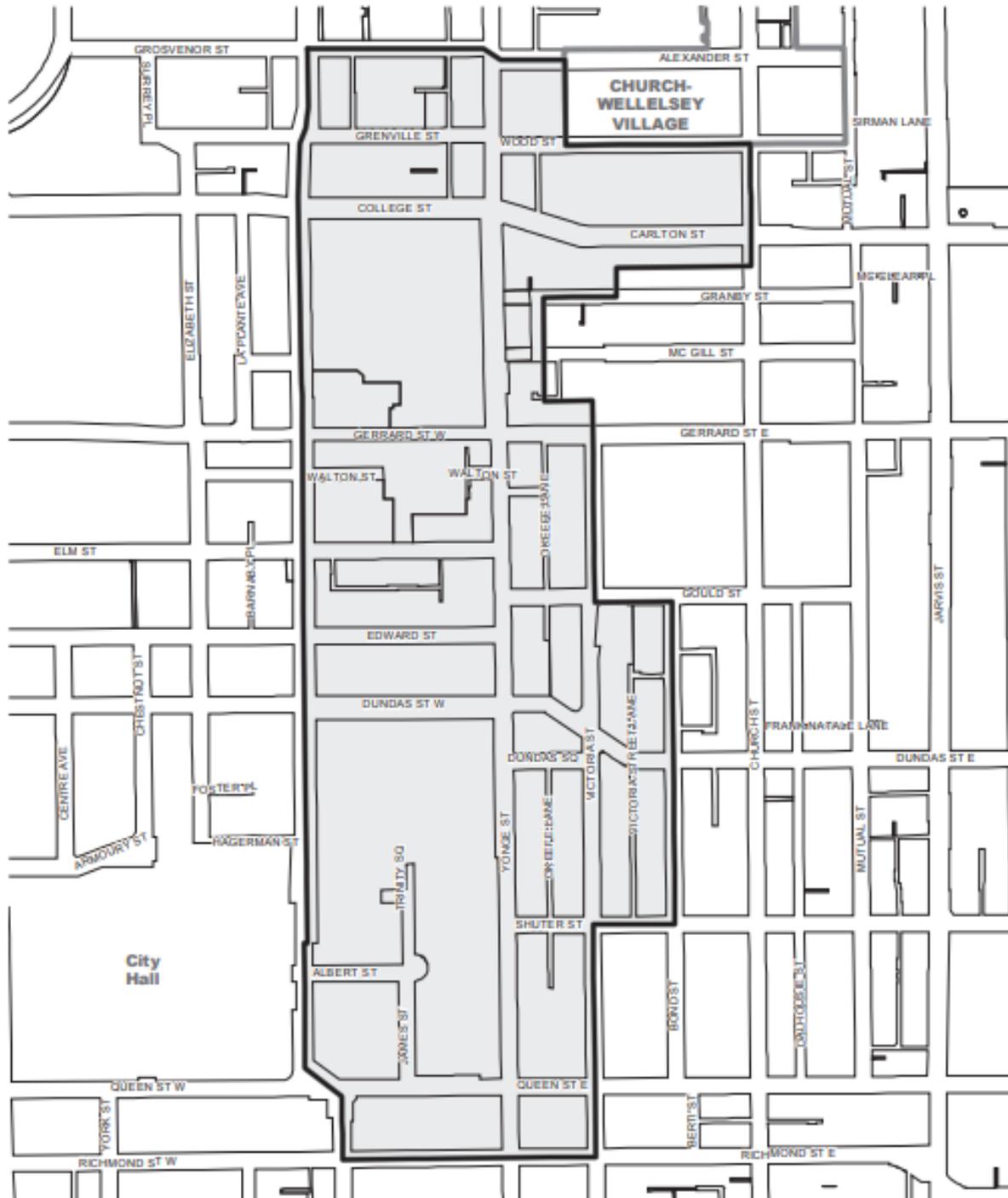
8.15 Insurance

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

8.16 Indemnity

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

Schedule A- Downtown Yonge BIA Map



100 50 0 100
Meters



Map File: wbi/DowntownYonge.mxd
Created by: Survey and Mapping Services (WS), March 2006

Name of the Organization:
Name of Contact Person: Designation: Email Address: Telephone Number:
Mailing Address:
Is your firm using a sub-contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No
Authorized Signature: _____ (Name & Designation) _____ Date

SCHEDULE C: DISCLOSURE OF SUBCONTRACTORS

Please check and fill out appropriate statement below.

[] No subcontractors or suppliers will be used in connection to delivering this service

[] Subcontractors or suppliers will be used to deliver the service

Subcontractor or Suppliers list

Name of Organization:
Contact Name & Designation:
Email & Telephone Number:

Name of Organization:
Contact Name & Designation
Email & Telephone Number:

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Email & Telephone Number:

Name of Organization:
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