



**Request for Proposals for  
Audio, Video, Lighting, and Staging Equipment Services and Related  
for Yonge-Dundas Square**

**Issued: July 10, 2023**

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## PART 1 - RFP PROCESS

### RFP SPECIFIC PROCESS AND SUBMISSION INSTRUCTIONS

#### INTRODUCTION

1. This RFP is an invitation by Yonge Dundas Square (“YDS”) to prospective suppliers to submit Bids for Audio, Video, Lighting, and Staging Equipment Services and Related for Yonge-Dundas Square, as further described in Part 3 (Requirements for Deliverables).
2. This RFP shall be interpreted in accordance with Part 1 – (“Governing Law and Enforceability”), and (“RFP Definitions and Interpretation”).
3. Invitation to submit a Bid, including participation in any pre-qualification, request for information or other similar process or exchange of information prior to the RFP, does not imply that a Supplier is automatically prequalified to meet the requirements of the RFP or that the factors which were examined during such process or exchange may not be re-examined or re-evaluated by YDS during the consideration and selection process for this RFP. It will still be necessary for the Supplier to demonstrate its qualifications through the RFP process.
4. The selected Supplier will be required to enter into an agreement with YDS for the provision of the Deliverables. It is the intention of YDS to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of 3 (three) years, with an option in favour of YDS to extend the agreement for two (2) separate one (1) year periods with the same terms and conditions, at the sole discretion of Yonge-Dundas Square Board of Management.

#### PROCUREMENT CONTACT

1. The contact Person at YDS for all matters related to the RFP process (the “Procurement Contact”) is set out below:

<b>Procurement Contact</b>	
Name:	Anna Sebert
Title:	Manager of Operations
Email:	procurement@ydsquare.ca
Phone:	416-979-9960 x111

2. All communications relating to this RFP must go through the Procurement Contact.

#### RFP DOCUMENTS

1. This RFP is comprised of the following documents:
  - Part 1 – RFP Process;
  - Part 2 – Form of Agreement;
  - Part 3 – Requirements for Deliverables;

Part 4 – Technical Proposal and Qualifications;

Part 5 – Instructions to Pricing.

2. Prior to submitting a Bid, Suppliers shall examine all components of the RFP (including all reference documents, appendices, forms and Addenda) and, in accordance with Part 1 – (“Questions”) promptly notify the Procurement Contact of any perceived errors, omissions, conflicts, ambiguities or discrepancies in the RFP.
  - a. For clarity, no prequalification documents issued by the YDS or prequalification submissions delivered by the Suppliers to YDS shall form a part of the RFP or the Contract.
  - b. It shall be the responsibility of each Supplier to acquire from online or other sources or in person from the Procurement Contact, as specified in the RFP, any document that is referenced or mentioned in this RFP which is not included herein.
  - c. The failure of any Supplier to acquire, receive or examine any document, form, Addendum, or policy shall not relieve the Supplier of any obligation with respect to its Bid or the Contract. YDS is not responsible for any misunderstanding on the part of any Supplier concerning this RFP or its processes.

#### RFP TIMETABLE

1. YDS currently proposed schedule for each step in the RFP process is set out in below.

Event	Date
Issue Date of RFP	July 10, 2023
Mandatory Site Meeting	August 21, 2023
Deadline for Questions	August 30, 2023
Deadline for Issuing Addenda	August 31, 2023
Submission Deadline	September 5, 2023
Anticipated Ranking of Top Suppliers	1 Month post-close
Bid Validity Period	120 Days
Anticipated Award Date	October 31, 2023
Expected Contract Start Date	January 1, 2024

2. YDS reserves the right to, in its sole and absolute discretion, at any time:
  - a. revise the RFP schedule, to accelerate, eliminate or postpone any of the dates or times set out in this RFP, including the Submission Deadline;
  - b. to add to, delete or re-order any of the milestones set out in this RFP, at any time; or
  - c. modify the RFP process.

#### MANDATORY SITE MEETING

1. Suppliers must attend a mandatory site meeting in order for their bids to be considered.
2. The mandatory site meeting will take place on Monday, August 21, 2023 at 1:00pm, at Yonge Dundas Square.

## ADDENDA

1. The RFP may only be amended by Addendum in accordance with Part 1 – (“Addenda”). Prior to the Submission Deadline, YDS may at any time or times modify the RFP in whole or in part through the issuance of an Addenda, if deemed necessary by YDS. Each Addendum shall form an integral part of this RFP.
  - a. The Procurement Contact will email all addenda to the Suppliers who attended the mandatory site meeting. YDS is not responsible for any failure of such notice system or for notices not received by Supplier.
  - b. YDS will make reasonable efforts to issue the final Addendum (if any) in a sufficient time prior to the Submission Deadline to allow Suppliers to submit their Bids. If any Addendum requires substantial amendments to the RFP, YDS may, in its sole and absolute discretion, extend the Submission Deadline
  - c. Any reference in this RFP to any document comprising this RFP includes any amendments to such document made in accordance with this Section 1.e. (Addenda).

## QUESTIONS

1. Prospective Suppliers finding errors, omissions, conflicts, ambiguities, or discrepancies in the RFP or having questions, comments or concerns regarding this RFP, its process and related matters (“Questions”) may submit such Questions to the Procurement Contact by email only.
2. YDS will make reasonable efforts to respond to Questions received by the deadline for Questions set out in the RFP timetable in Part 1 - (“RFP Timetable”). However, YDS shall have no obligation to respond to any or all Questions, and YDS’s determination as to whether or not it will respond to any Question shall be in its sole and absolute discretion. The onus is on each Supplier to confirm that YDS has received all correspondence from the Supplier.
3. Although it is the practice of YDS to make available to all Questions received as well as responses to such Questions: (i) for Questions of an administrative nature; or (ii) where a prospective Supplier’s Question is identified as commercially confidential in nature and where, YDS in its sole and absolute discretion deems the Question or response to be commercially confidential, YDS may provide a response only to that Supplier. YDS reserves the right to edit Questions for clarity and applicability to all Suppliers generally.
4. Pursuant to Part 1 (“Addenda”), responses to Questions prepared and circulated by YDS are not RFP documents and do not amend the RFP, unless such responses form part of an Addendum.

## SUBMISSION OF BIDS

1. General
  - a. Bids must be submitted to the Procurement Contact by **email** prior to the Submission Deadline. Bids will be rejected as non-compliant if submitted by any other mechanism including, but not limited to, post, courier, fax, or orally, unless specifically requested by the YDS Procurement Contact.
  - b. YDS will not accept any Bids that are attempted to be submitted after the Submission Deadline.
  - c. The Supplier will receive an email receipt from the Procurement Contact within two (2) working days of submission, confirming their Bid has been accepted. It is

the responsibility of the Supplier to follow up if confirmation is not received in the expected timeline outlined above.

- d. Suppliers must submit their Bids in PDF format (Technical Proposal and Qualifications), and Excel format (Pricing Form). Failure to fully complete the forms presented in this RFP or to include and submit the required attachments or separate documentation, as applicable, may result in the Bid being rejected as non-compliant.
2. Technical Proposal and Qualifications
    - a. Each Supplier shall review the Technical Proposal and Qualifications section and submit as a PDF, as part of their Bid.
    - b. YDS reserves the right to verify past performance of the Supplier or its Affiliated Persons.
  3. Pricing Form
    - a. Each Supplier shall complete and submit the Pricing Form set out in Part 5 - ("Pricing Form") according to the instructions contained in such form.
    - b. In completing the Pricing Form, Suppliers must take into account compliance with all of the requirements of the RFP, including Part 3 - ("Requirements for Deliverables") and the terms of the Contract. YDS will assume, in evaluating all Bids, that compliance with such requirements has been accounted for in the completed Pricing Form.
    - c. Pricing Forms must be submitted in Excel worksheet format.

#### AMENDMENT OF BIDS

1. A Supplier may amend a Bid, as long as it's done prior to the Submission Deadline. The Supplier must reach out to the Procurement Contact to submit the amended Bid, at which time the original Bid will become nullified.

#### WITHDRAWAL OF BIDS

1. A Bid may be withdrawn at any time prior to the Submission Deadline by delivering written notice of withdrawal to the Procurement Contact by means of email.

#### BID VALIDITY PROCESS

1. Upon the Submission Deadline, each submitted Bid shall be irrevocable and binding on Suppliers for the period of time following the Submission Deadline as set out in the RFP timetable on page 6 - ("RFP Timetable") and ("Bid Validity Period").
2. In exceptional circumstances, prior to the expiration of the Bid Validity Period, YDS may request Suppliers to extend the validity of their Bids. The request and responses shall be made by email by the Procurement Contact.

#### EVALUATION, ACCEPTANCE, AND EXECUTION

YDS will conduct the evaluation of Bids in the following stages:

##### STAGES OF EVALUATION

1. **Stage 1: Mandatory Submission Requirements**
  - a. Suppliers must attend a mandatory site meeting, as outlined in Part 1 - ("Mandatory Site Meeting").
  - b. Bids from Suppliers who do not attend this meeting will fail to satisfy the mandatory submission requirements and will be excluded from further consideration.



## 2. Stage 2: Mandatory Technical Requirements and Rated Evaluations

- a. *Mandatory Technical Requirements:* YDS will review the proposals to determine whether the minimum mandatory technical requirements as set out in Part 4 - ("Technical Proposal and Qualifications") have been met. Questions or queries on the part of YDS as to whether a Bid has met the minimum mandatory technical requirements will be subject to the verification and clarification process set out in Part 1 - ("General Process Terms and Conditions").
- b. *Rated Criteria:* YDS will evaluate each qualified Bid on the basis of the non-price rated criteria as set out in Part 4 - ("Technical Proposal and Qualifications").
- c. *Interviews:* Only up to 5 highest ranked Bids from Stage 2 will be invited to participate in interviews with YDS. The purpose of the interview will be to allow the Supplier to address the major elements of its Bid, to obtain any required clarification, and to allow YDS to ask questions of the key representatives of the Supplier's proposed team, so as to validate and make final adjustments to the evaluations. The Supplier will not have an opportunity to modify its Bid or otherwise introduce new information during the interview. YDS may at its option choose to waive interviews for all Suppliers.

## 3. Stage 3: Pricing and Rankings

- a. Stage 3 will consist of a scoring of the submitted pricing of each qualified Bid in accordance with the price evaluation method set out in the Part 5 - ("Pricing Form"). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.
- b. After the completion of Stage 3, all scores from Stage 2 and Stage 3 will be added together and the Bids will be ranked based on their total scores. In the event of a tie, the Supplier will be selected by way of highest score on rated criteria.

## MATERIALLY UNBALANCED OR ABNORMALLY LOW BIDS

1. A Bid is materially unbalanced if:
  - a. it is based on prices which are significantly less than cost for some items and prices which are significantly overstated in relation to cost for other items; and
  - b. YDS has determined that the Bid may not result in the lowest overall cost to YDS even though it may be the lowest submitted Bid; or
  - c. It is so unbalanced to be tantamount to allowing an advance payment.
    - i. A Bid is abnormally low if the pricing, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the pricing raises material concerns with YDS as to the capability of the Supplier to perform the Contract on the basis of the offered pricing.
    - ii. If a materially unbalanced Bid or an abnormally low Bid is identified, YDS may seek clarification from the Supplier, including a detailed price analysis of its pricing in relation to the subject matter of the Contract, the scope, the estimated quantities, the schedule for Contract performance, the allocation of risks and responsibilities and any other requirements of RFP.
    - iii. If after evaluation of the price analysis, YDS determines that the Supplier has failed to demonstrate its capability to perform the Contract on the basis of the offered pricing, or that the offered pricing in constitutes a material risk to YDS, YDS may reject the Bid.

## RIGHTS OF YONGE DUNDAS SQUARE

In addition to, but without limiting any other rights or options of YDS under this RFP, YDS may, in its sole and absolute discretion carry out the RFP process as it determines to be in the best interests of YDS and to be the most beneficial to YDS. YDS may, in its sole and absolute discretion, exercise any or all of the following rights and options with respect to this RFP, at any time:

1. Extend Submission Deadlines
  - a. YDS may extend any deadline in the RFP at any point.
2. Major/Minor Irregularities
  - a. YDS may waive minor irregularities in any Bid.
  - b. Bids that are improperly prepared, not in compliance with all of the requirements or instructions of the RFP, incomplete, improperly signed, conditional, qualified, illegible, obscure or contain reservations, additions not called for, arithmetical errors, omissions, erasures, alterations, or irregularities of any kind may, be considered informal or irregular and may be rejected or be retained by YDS for consideration and acceptance.
3. Right to Reject Bids
  - a. YDS shall not be obliged to accept or reject any Bid (in whole or in part), including if:
    - i. the Bid contents appear to be incorrect, inaccurate or inappropriate;
    - ii. the Supplier has engaged in conduct prohibited by the RFP; or
    - iii. the Supplier or any member of a Supplier's Joint Venture is or becomes bankrupt, insolvent, makes an assignment for the benefit of its creditors generally or has a receiver appointed over all or a substantial part of its assets.
    - iv. the lowest quoted price may not necessarily be accepted by YDS.
4. Right to Seek Clarification of Bids
  - a. YDS may verify the validity of a Bid including the Supplier's statements, claims, qualifications or capabilities, by whatever means YDS deems appropriate including obtaining references other than those offered by the Supplier, and conduct investigations as to the qualifications of each Supplier.
  - b. YDS may, at any time during the RFP process, require (within such time period as set by YDS) one, some or all of the Suppliers to:
    - i. submit supplementary information or documentation clarifying any matters contained in their Bid;
    - ii. meet with YDS to clarify aspects of their Bid;
    - iii. acknowledge and agree to YDS's interpretation of any aspect of a Bid, provided, however, that YDS is not obliged to seek clarification of any aspect of a Bid and may request clarification from some but not all Suppliers. Such clarification may be in respect of clarification with respect to whether the Supplier meets the necessary experience and performance qualifications set out in the RFP, if any. Any supplementary information and documents submitted by a Supplier which have been accepted by YDS and the interpretations prepared by YDS which have been acknowledged and agreed to by a Supplier shall be considered to form part of the Bid.

- iv. YDS reserves the right to assess the ability of the Supplier to perform the Contract and may reject any Bid where, in its sole determination, the personnel and/or resources of the Supplier are insufficient.
  - v. YDS may choose to meet with some or all of the Suppliers in connection with their Bids or the matters provided for in the RFP. YDS may visit the existing place or places of business of some or all Suppliers for purposes of clarification or verification.
5. Right to Cancel or Award in Part
- a. YDS may suspend, modify and/or cancel this RFP (with or without the substitution of another RFP) or the proposed Contract.
  - b. YDS may award one or more contracts for portions or all of the Deliverables to as many Suppliers as it deems appropriate, including awarding a contract for Deliverables less than the scope or quantity contemplated in the Successful Supplier's Bid or the RFP.
  - c. After the Submission Deadline, YDS may increase or decrease the quantity of any unit of Deliverables in accordance with the Contract.
  - d. If the RFP is cancelled, YDS may reissue a solicitation to one, some or all of the Suppliers and/or any other person.
  - e. YDS may exercise any other right or option provided for in, or in connection with, this RFP, including the rights and options set out in its Policies and Legislation.
  - f. YDS may do nothing in relation to the Bids or this RFP.

## CONTRACT AWARD AND EXECUTION

1. YDS intends to finalize the agreement with the top-ranked supplier during the Bid Validity Period. Suppliers are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in Part 2 - Form of Agreement. YDS will consider such requests for clarification at that time and will not make substantive changes to those terms after the Closing Deadline during the Bid Validity Period.
2. Once a Bid has been accepted by YDS, the Procurement Contact will notify the Supplier that it has been awarded the Contract, subject to the terms and conditions set out in Part 2 - Form of Agreement. Upon notification that the Form of Agreement is available for execution, the Supplier shall sign, date and return the completed Form of Agreement within 10 Working Days of its receipt, along with any required performance security or insurance certificates.
3. After the award, the failure of the supplier to execute the Form of Agreement as finalized, or submit the necessary performance security, shall constitute sufficient grounds to rescind the award and may constitute grounds to suspend the Supplier from further procurements for such period of time as may be determined by YDS. YDS may then invite the next-best-ranked Supplier to enter into negotiations to finalize an agreement or may elect to cancel the RFP process.

## NOTIFICATION TO OTHER SUPPLIERS

1. Once YDS has successfully awarded, the other Suppliers will be notified by email by the Procurement Contact by email.

## GENERAL RFP TERMS AND CONDITIONS

### GENERAL PROCESS TERMS AND CONDITIONS

1. Suppliers acknowledge that their Bids are governed by the terms and conditions set out in this RFP as well as the by-laws, policies and procedures established by YDS. It is the responsibility of the Supplier to review and comply with all such policies.
2. Suppliers should structure their bids in accordance with the instructions in this RFP.
3. YDS will have no obligation to consider information, documentation or other content not included in a Bid for the purpose of evaluating the Bid. For clarity, YDS will not consider any content referred to in but not included in the Bid, including information referenced by links to websites or other external documents.
4. When evaluating proposals, YDS may request further information from a Supplier or third parties in order to verify or clarify the information in the Supplier's Bid. YDS may revisit and re-evaluate the Supplier's Bid response or ranking on the basis of any such information.

### SUPPLIERS SHALL BARE THEIR OWN COSTS

1. Each Supplier shall bear all costs, expenses and financial obligations associated with or incurred by the Supplier to: (i) prepare and present its Bid or to otherwise participate in the RFP process including, if applicable, costs incurred for samples, interviews or demonstrations; or (ii) to establish a legally binding contract with YDS.

### LIMITATION OF LIABILITY

1. Notwithstanding anything in the RFP and any express or implied duties or obligations of YDS to the contrary, YDS and each of its employees, board members, volunteers, suppliers, advisers and contracted personnel will have no liability to any Person, including any Supplier and prospective Supplier for any damages, costs, liabilities, losses or expenses including direct, indirect, special or punitive damages, or for loss of profits, loss of opportunity or loss of reputation arising out of or otherwise relating to:
  - a. this RFP;
  - b. participation of any such Person in this RFP process;
  - c. acts or omissions by YDS in connection with the conduct of this RFP process, including the acceptance, non-acceptance or delay in acceptance by YDS of any Bid. This limitation applies to all possible claims, whether arising in contract, tort, equity, or otherwise, including any claim for a breach by YDS of a duty of fairness.
2. By submitting a Bid to YDS, each Supplier irrevocably and unconditionally waives any claims for damages, costs, liabilities, losses and expenses, and shall not seek any order for injunctive relief or specific performance, against YDS, its employees, board members, volunteers, suppliers, advisers and contracted personnel
  - a. Each Supplier agrees that, despite this Part 1 - ("Limitation of Liability") or any limitations of liability or releases in favour of YDS, if YDS is found to be liable, in

any way whatsoever, for any act or omission in respect of the RFP, the total liability of YDS to any Supplier or any other Person participating in the RFP process, and the aggregate amount of damages recoverable against YDS for any matter relating to or arising from any act or omission by YDS, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of YDS shall be no greater than the Supplier's cost of preparing its Bid.

## JOINT VENTURE BIDS

1. A Supplier may be a private legal entity or any combination of such entities in the form of a joint venture ("Joint Venture") under and existing agreement or with the intent to enter into such an agreement as supported by a letter of intent. In the case of a Joint Venture, all members shall be jointly and severally liable for the execution of the entire contract if selected by YDS. The Joint Venture shall nominate a representative who shall have the authority to conduct all business on behalf of all members of the Joint Venture during the procurement process and for the execution and performance of any resulting contract.

## PARTICIPATION IN MULTIPLE BIDS

1. Submission or participation in more than one Bid by a Supplier will result in the disqualification of all proposals in which the Supplier is involved. This does not limit the inclusion of the same Subcontractor from being named in more than one Bid as a Subcontractor only.

## YONGE DUNDAS SQUARE MATERIALS

1. The RFP and all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to any Supplier or prospective Supplier by, or on behalf of, YDS in connection with, or arising out of this RFP (collectively, the "YDS Materials") and all intellectual property rights therein:
  - a. are and shall remain the sole and absolute property of YDS;
  - b. must be treated by Suppliers and prospective Suppliers as confidential and Suppliers must maintain such confidentiality;
  - c. must not be disclosed without prior written authorization from YDS;
  - d. must not be used for any purpose other than for replying to this RFP, and for fulfillment of the Contract or any related subsequent agreement; and
  - e. immediately upon the request of YDS, must be returned by the Supplier to YDS and all electronic copies must be destroyed.
2. Unless and to the extent provided otherwise in the Contract, YDS makes no representation or warranty as to the accuracy or completeness of YDS Materials and disclaim all express and implied representations, warranties and conditions in connection with YDS Materials. Any quantities shown or data contained in the YDS Materials are estimates only and are for the sole purpose of indicating to Suppliers the general scale and scope of the Contract. Use of or reliance by Suppliers on YDS Materials shall be at the Supplier's sole risk and without recourse against YDS.
3. It is the Suppliers' responsibility to make their own independent investigations, due diligence, projections and conclusions, and consult their own advisors, to obtain all the information necessary to:

- a. verify and confirm the accuracy and completeness of YDS Materials, unless and to the extent provided otherwise in the Contract;
- b. satisfy themselves as to all existing conditions affecting the Deliverables or the Contract; and
- c. prepare their Bids in response to this RFP.

## OWNERSHIP OF BID MATERIALS

1. The documentation comprising any Bid, along with all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to YDS by, or on behalf of, any Supplier in connection with, or arising out of this RFP (collectively, the "Bid Materials") and all intellectual property rights therein, once received by YDS:
  - a. shall become the sole and absolute property of YDS; and
  - b. shall become subject to MFIPPA, and YDS may be required to disclose the Bid Materials members of the public, pursuant to MFIPPA.
2. Each Supplier:
  - a. represents and warrants that the information contained in its Bid Materials does not infringe any intellectual property right of any third party;
  - b. hereby assigns and transfer to YDS, and shall cause all its personnel and other third parties to assign and transfer to YDS, all right, title and interest in the Bid Materials, including intellectual property rights therein:
  - c. shall cause all its personnel and other third parties to waive, for the benefit of YDS, their respective moral rights (and any similar rights to the extent that such rights exist) in and to the Bid Materials; and
  - d. shall indemnify, defend and hold harmless YDS, and its employees, board members, volunteers, and contracted personnel, if any, against all claims, actions, suits and proceedings brought against, or losses, costs, expenses, damages suffered, sustained, or incurred by them which may be directly or indirectly attributable to, or arising or alleged to arise out of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right of a third party in connection with the Bid Materials.
3. Suppliers are also advised that MFIPPA does provide protection for confidential and proprietary business information. For the purposes of YDS compliance with MFIPPA, Suppliers are advised to identify in their Bid Materials material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
4. Each Supplier's name and total bid price may be made public. Bid Materials will, as necessary, be made available:
5. on a confidential basis, to advisers retained by YDS, to advise or assist with the RFP process;
6. to members of Council in accordance with YDS procedures; and



7. to members of the public pursuant to MFIPPA.
8. YDS will not return the Bid or any other Bid Materials.

#### FAILURE OR DEFAULT OF SUPPLIER

1. Without prejudice to any other right or remedy available to YDS under this RFP or at law, if the Supplier, for any reason, fails or defaults in respect of an obligation of the Supplier under the terms of the RFP, YDS may:
  - a. disqualify the Supplier from the RFP and/or from competing for any future procurement processes issued by YDS and
  - b. require the Supplier to pay YDS the difference between its Bid and any other bid which YDS accepts, if the latter is for a greater amount and, in addition, to pay YDS any other cost which YDS may incur by reason of the Supplier's failure or default.
2. The Supplier shall be ineligible to submit a new bid for any procurement process that YDS is required to reissue as a result of the Supplier's failure or default under the Contract or where YDS deems that the Supplier has abandoned the Contract.

#### NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT

1. YDS makes no guarantee of the value or volumes of work or orders to be assigned to the Successful Supplier. The Contract with the Successful Supplier will not be an exclusive contract for the provision of the described Deliverables. YDS may contract with others for the same as or similar Deliverables or may obtain such Deliverables or services internally.

#### GOVERNING LAW AND ENFORCEABILITY

1. The terms and conditions of the RFP process are to be governed by and construed in accordance with YDS Policies and Legislation, the laws of the province of Ontario and the federal laws of Canada applicable therein.
2. If any provision of the RFP or its application to any party or circumstance is unenforceable, the provision shall be ineffective only to the extent of the unenforceability without: (i) invalidating the remaining provisions of the RFP; (ii) changing the fundamental nature of the obligations assumed by the parties; and (iii) affecting its application to other parties or circumstances.

#### RFP DEFINITIONS AND INTERPRETATION

Throughout this RFP, unless inconsistent with the subject matter or context, the following definitions shall apply.

**“Addenda”** or **“Addendum”** means a document containing additional information and/or changes to the RFP issued by YDS prior to the Submission Deadline.

**“Bid”** means an offer submitted by a Supplier in response to the RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP and “Bids” shall have a corresponding meaning;

**“Bid Materials”** has the meaning set out on page 13 - Ownership of Bid Materials.

**“Bid Validity Period”** has the meaning of how long the bid/proposal can be considered effective and has the duration set out on page 6 Bid Validity Period.

**“Contract”** means the terms and conditions set out in Part 2 (Form of Agreement) to be executed by the Successful Supplier and YDS into a purchase order, which sets out the terms and conditions for the Deliverables.

**“Deliverables”** means all goods and/or services to be provided by a Supplier as described in this RFP.

**“Joint Venture”** has the meaning set out on page 12 - Joint Venture Bids.

**“MFIPPA”** means the Municipal Freedom of Information and Protection of Privacy Act, as amended, supplemented, re-enacted or replaced from time to time.

**“Person”** means any individual, partnership, limited partnership, firm, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator or other legal personal representative, governmental authority or entity however designated or constituted.

**“Procurement Contact”** has the meaning set out on page 5 - Procurement Contact.

**“RFP”** means this RFP package in its entirety, including all documents listed in Section 1.c. (RFP Documents) and Addenda that may be issued by YDS.

**“Subcontractor”** means a Person undertaking the execution of a part of the Contract by virtue of an agreement with the Contractor.

**“Submission Deadline”** means the specified deadline for Bids to be submitted to YDS as indicated in the RFP timetable set out on page 6 - RFP Timetable.

**“Successful Supplier”** means the Supplier that has been selected to enter into the Contract for the performance of the Contract.

**“Supplier”** means a Person, including, where applicable, a Joint Bid Team, that submits a Bid in response to this RFP and “Suppliers” shall have a corresponding meaning.

**“YDS”** means the City agency known as the Yonge-Dundas Square Board of Management.

**“YDS Materials”** has the meaning set out on page 13 - Yonge Dundas Square Materials.

**“Working Day”** or **“Business Day”** means a day other than a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the City of Toronto; or a day identified by the City of Toronto as a designated or statutory holiday.

## PART 2 - FORM OF AGREEMENT

### COMPLIANCE WITH LAWS

The Supplier will be required to comply, at its sole expense, with all federal, provincial and municipal laws, rules and regulations (including, without limitation, the City of Toronto’s Fair Wage, 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 licenses, and shall submit proof of such compliance to YDS upon request, and the Supplier shall indemnify and save YDS harmless



from any liability or cost suffered by it as a result of the Supplier's failure to comply with this provision.

### COVID-19 VACCINATION REQUIREMENTS

If the City of Toronto, or other levels of government re-introduce the Public Health requirements for the control of COVID-19, then Suppliers, including subcontractors, providing goods and/or services to YDS under agreement, where there is sustained or regular in-person interaction between individuals assigned by the Supplier or subcontractor to perform work under the agreement and YDS employees, those individuals may be required to be fully vaccinated with a COVID-19 vaccine series in order to perform the agreement requirements. This requirement shall be in addition to any other division-specific policies regarding COVID-19 vaccination or under regulations, legislation, or guidelines applicable to them. Suppliers must provide a written attestation that the individuals assigned have been vaccinated.

### NON-EXCLUSIVITY

The awarding of an Agreement to a Supplier shall not be a guarantee of exclusivity.

### CONFIDENTIALITY

The Supplier shall treat as confidential all information of any kind which comes to the attention of the Supplier in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of YDS or otherwise in accordance with MFIPPA or other applicable privacy law. The Supplier may be required to enter into a detailed confidentiality and conflict of interest agreement in a form satisfactory to YDS.

### CONFLICT OF INTEREST

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to YDS without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by YDS to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, YDS may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by YDS to resolve or manage a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved to YDS's reasonable satisfaction.

### INDEMNITIES

The Supplier shall indemnify and save harmless Yonge Dundas Square, 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 Supplier'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 Supplier shall keep YDS reasonably informed of the status of the matter, and the Supplier shall make no admission of liability or fault on YDS's part without YDS's written permission.

### INTELLECTUAL PROPERTY INDEMNITY

The Supplier shall indemnify and save harmless Yonge Dundas Square, 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.

## EMPLOYMENT & WSIB INDEMNITY

Nothing under this Agreement shall render YDS 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 Supplier. In the event that employment related costs, or other related responsibility falls to YDS for any reason whatsoever, the Supplier agrees to indemnify YDS for such costs.

## NO ASSIGNMENT

The Supplier shall not assign any part of the project that may be awarded to it under the Agreement without the prior written consent of YDS, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the Supplier of its liabilities and obligations under this RFP and the Agreement.

## SUBCONTRACTORS

The Supplier 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 Supplier shall coordinate the services of its Subcontractors in a manner acceptable to YDS and ensure that they comply with all the relevant requirements of the Agreement.

The Supplier shall be liable to YDS for all costs or damages arising from acts, omissions, negligence or willful misconduct of its Subcontractors.

## PERSONNEL AND PERFORMANCE

The Supplier 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 Supplier shall be responsible for its own staff resources and for the staff resources of any Subcontractors and third-party service providers.

The Supplier shall ensure that its personnel (including those of approved sub-contractors), when using any YDS 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 Supplier to perform or produce the Services or any part of it, (including those of approved Subcontractors) may, in the sole discretion of YDS, be required to sign non-disclosure agreement(s) satisfactory to YDS before being permitted to perform such services.

## INDEPENDENT CONTRACTOR

The Supplier and YDS agree and acknowledge that the relationship between YDS and the Supplier 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 Supplier and the YDS.

## INSURANCE

The Supplier will obtain and maintain a \$5,000,000 per occurrence limit of Commercial General Liability Insurance, with an insurer that is licensed in the Province of Ontario. Yonge-Dundas Square and The City of Toronto are to be included as additional insureds. The policy of insurance will include Personal Injury Liability, Broad Form Contractual Liability, Employer's Liability and/or Contingent Employers' Liability; Non-Owned Automobile Liability and a Cross Liability and/or a Severability of Interest Clause.

## WARRANTIES AND COVENANTS

The Supplier represents, warrants and covenants to YDS (and acknowledges that YDS is relying thereon) that any deliverable resulting from or to be supplied or developed under the Agreement will be in accordance with YDS's functional and technical requirements (as set out in the RFP) and, if applicable, will function or otherwise perform in accordance with such requirements.

## OWNERSHIP OF INTELLECTUAL PROPERTY AND DELIVERABLES

YDS will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Supplier and its Subcontractors. All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared by the Supplier in the performance of the Services under the Agreement, whether they be in draft or final format, shall be the exclusive property of YDS.

## PAYMENT SCHEDULE

A payment schedule satisfactory to YDS shall form part of the Agreement.

No fees or reimbursable expenses shall become payable to the Supplier pursuant to the Agreement other than pursuant to one or more signed schedules.

The Supplier shall submit invoices in such detail as may be required by YDS, and YDS reserves the right to require further proof or documentation from the Supplier in respect of services performed or expenses incurred by the Supplier and the Supplier shall provide, without delay, such further proof or documentation.

If YDS does not approve of the Services which are the subject of the invoice, YDS shall advise the Supplier in writing of the reasons for non-approval and the Supplier shall remedy the problem at no additional cost to YDS before YDS shall be obliged to pay the invoice or any part of it, as the case may be.

The Supplier 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.

## TERMINATION PROVISIONS

Upon giving the Supplier not less than thirty (30) days' prior written notice, YDS may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, YDS shall not incur any liability to the Supplier apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Supplier at the time of cancellation.

Failure of the Supplier to perform its obligations under the Agreement shall entitle YDS to terminate the Agreement upon ten (10) calendar days' written notice to the Supplier if a breach which is remediable is not rectified in that time. In the event of such termination, YDS shall not incur any liability to the Supplier apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Supplier at the time of termination.

All rights and remedies of YDS for any breach of the Supplier'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 YDS under the Agreement or otherwise at law.

No delay or omission by YDS 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 Supplier in performance of the Agreement shall be delivered to YDS in a clean and readable format.

## RIGHT TO AUDIT

YDS 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 Supplier. The Supplier shall at all times during the term of the contract, and for a period of 2 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 Supplier. The Supplier shall at their own expense make such records available for inspection and audit by YDS at all reasonable times.

## SET OFF

If the Supplier at any time fails to supply all goods or services to YDS as specified within the Agreement, or fails to replace goods or services rejected by YDS, then YDS shall be permitted to procure such goods or services elsewhere and charge any additional costs incurred by YDS to the Supplier, unless otherwise specified, and deduct such amounts from payments due to the Supplier or to otherwise collect such costs from the Supplier by any other method permitted by law.

## RIGHT TO RETAIN MONIES

YDS shall have the right to retain out of monies payable to the Supplier under the Agreement the total amount outstanding for time to time of all claims arising out of the default of the Supplier of its obligations to YDS. This shall include claims pursuant to this or any other contract or cause of action between the Supplier and YDS which have not been settled between YDS and the Supplier.

## OCCUPATIONAL HEALTH AND SAFETY

1. The Supplier 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").

2. Nothing in this section shall be construed as making YDS the "employer" (as defined in the OHSA) of any workers employed or engaged by the Supplier for the Services either instead of or jointly with the Supplier.
3. The Supplier 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.
4. The Supplier acknowledges and represents that:
  - a. 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;
  - b. The Supplier has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
  - c. The Supplier'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;
  - d. The Supplier has occupational health and safety, and workplace violence and workplace harassment policies in accordance with the OHSA; and
  - e. The Supplier 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.
  - f. The Supplier must submit an Emergency Management Plan to YDS, outlining procedural responses to emergency situations, inclement weather, etc.
5. The Supplier shall provide, at the request of the General Manager or their designate, the following as proof of the representations made for :-
  - a. 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
  - b. the occupational health and safety policy.
6. The Supplier shall immediately advise the General Manager or their designate in the event of any of the following:
  - a. A critical injury that arises out of Services that is the subject of this agreement;
  - b. An order(s) is issued to the Supplier by the Ministry of Labour arising out of the Services that is the subject of this agreement;
  - c. 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 OHSA, 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.
7. The Supplier 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 Supplier, 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 Supplier to additional compensation, and the Supplier shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to YDS.

8. The parties acknowledge and agree that employees of YDS, including senior managers or officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Supplier do work or perform a task that is the subject of this agreement.

## WORKPLACE SAFETY AND INSURANCE ACT

The Supplier 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 Supplier 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 Supplier shall produce a Clearance Certificate issued by the WSIB confirming that the Supplier has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that YDS 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 Supplier and provided to YDS every 90 days or upon expiry of the Certificate's validity period whichever comes first.

The Supplier 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.

## INVOICE/BILLING REQUIREMENTS

To help YDS pay the Supplier promptly, it is essential that all required billing information is provided on the invoice submitted to YDS. Any missing billing information on an invoice will result in a payment delay and the invoice may be returned to you without payment.

All original Supplier invoices must be billed to:

Attn: Accounting Manager  
 Yonge-Dundas Square  
 2 Carlton Street, Suite 1707  
 Toronto, Ontario  
 M5B 1J3

Invoices must be sent electronically to the agreed upon YDS representative. File names of electronically submitted invoices MUST contain the YDS event number, where applicable.

Invoices for general or specific event related services must be provided within 10 Working Days of completion of each project or event. If invoicing for a specific event, the invoice must reference the event number. Quotes for additional services may be required.

Invoices submitted to YDS must have complete ship to information, including:

- Name of YDS Representative who ordered goods and/or services
- Date of Service
- Event Name (where applicable)
- Event Number or Purchase Order Number (where applicable)

Invoices that do not contain the required billing information may be returned without payment to the Supplier for correction.



## PART 3 - REQUIREMENTS FOR DELIVERABLES

### INFORMATION FOR SUPPLIERS

In 1996 the Yonge Street Business and Residents Association and the City of Toronto initiated the Yonge Street Regeneration Program, which focused on Yonge Street from Queen to College, including portions of blocks extending from Bay to Church. The intent of this program was to:

- Make improvements to the physical appearance of the area;
- Create a strong sense of place; and,
- Attract new retail and entertainment development.

This one-acre urban plaza has become one of Toronto's premier outdoor special event venues. Its mandate includes cost recovery from event clients in order that the location does not require City subsidies.

The deliverables in this RFP are to be performed at Yonge-Dundas Square, located on the southeast corner of Yonge Street and Dundas Street East. The Square's parameters are Dundas Square Lane, Victoria Street, Dundas Street East and Yonge Street. See Appendix B to view YDS' full site plan.

Yonge-Dundas Square is designated for use as a public open space and as an event venue hosts a variety of community and cultural events, including concerts and musical performances, sports and recreation events, charity events, celebrations, food festivals, and City-wide festivals. See Appendix C for a list of all events in 2022.

In addition to high visitor traffic for special events, Yonge-Dundas Square is the nexus of activity for the Yonge Street corridor.

Yonge-Dundas Square is surrounded by retail, residences, media broadcasters, theatres, and an educational institute: "The Tenor" – a complex of movie theatres, shops and restaurants, "Citytv" one of Toronto's major broadcasters telecasts the flavour of the community, Toronto Metropolitan University is nearby, as well as the CF Toronto Eaton Centre.

A significant portion of activity at the Square occurs at non-event times when its fountains, umbrellas, tables, and chairs offer the public a pleasant setting to take a break, eat lunch and generally people-watch. Yonge Dundas Square is located at one of Canada's busiest intersections with a daily circulation in the tens of thousands.

Yonge-Dundas Square operates 5 digital screens, owned, and leased by OUTFRONT Media, for public use where no commercial advertising is permitted. These screens advise the public of Yonge-Dundas Square events and programming initiatives, public service announcements and other free, public happenings across the City of Toronto. During events, these screens may be programmed exclusively by event clients.

Storage provided to Suppliers onsite is limited. The side stage is home to two 8x10 modified shipping containers, which can be used to store the majority of the A/V equipment, along with the server room (bunker). The portable system is housed in the Green Room, on the P1 level of the parking garage below the Square. Suppliers will be provided with a 12ftx12ft Front of House tent, which is installed in May and removed at the end of the season.

Yonge-Dundas Square's senior management team is made up of the General Manager, Manager of Operations, Manager of Events and Outreach, and Manager of Marketing,

Communications, and Corporate Partnerships. There are 4-5 full time Event Coordinators throughout the year, with 2-3 student contract positions during the peak summer months.

## FINANCIAL EXPECTATIONS

In a typical year of the Audio-Visual Contract, the successful supplier can expect to be billing YDS \$300,000 for equipment and \$210,000 for crew labour. Please note that this amount is only an approximation and does not reflect the total amount that will be paid to any Supplier. This amount is for information only and should not form the basis of any submission.

## DELIVERABLES OVERVIEW

This RFP is being issued on behalf of the Yonge-Dundas Square Board of Management, for the purpose of selecting a qualified professional organization with the expertise and previous experience to supply of all labour, material, equipment, and supervision necessary to provide audio, video, lighting, and staging equipment and technical staff and related services for special events. Suppliers will be expected to review the facility and develop the best Solution to meet the needs of the Board's event clients and the public at large. As a potential service provider for the Services noted above, Suppliers must meet any obligations they may have under the Employment Standards Act ("ESA"). It is the Supplier's responsibility to consult with their respective legal counsel and/or ask appropriate questions of YDS. YDS is seeking a performance based Contract with one reliable and knowledgeable Supplier who has experience in audio, video, lighting, and staging for outdoor events, for a period of three (3) years to commence on or about January 1, 2024, with the option to renew the Contract for two (2) additional Contract renewal periods of one (1) year each, to be exercised at the sole discretion of YDS. YDS makes no guarantee of the value or volume of work to be assigned to the Supplier. While the Agreement to be negotiated with the selected Supplier is intended to be a predominantly exclusive contract for the provision of the Services, the YDS Board may in the future also contract with others for services the same as or similar to the Services or may obtain such goods and services internally.

## GENERAL STATEMENT OF WORK

1. Supply, deliver, install, operate, maintain and remove a professional grade concert audio system including all required cables and connections to create a complete system. The concert audio system will be installed seasonally typically for six (6) months from May through October. Billing should be on a monthly basis.
2. Supply, deliver, install, operate, maintain and remove a professional grade stage lighting system including all cables and connections that may be required to create a complete system. The stage lighting system will be installed seasonally typically for six (6) months from May through October. Billing should be on a monthly basis.
3. Operating and maintaining YDS digital screens during a client takeover, which may include but is not limited to; general content rotation, image magnification or livestreaming, provision of media servers and video content mixing.
4. Provide additional audio, video, lighting, and staging equipment as may be required by special events at additional charge as outlined in The Supplier's Standard Price Sheet with applicable discount as specified in The Supplier's submission. Quotes for additional Equipment will be requested for purposes of budgeting and client invoicing.
5. Provide technical staff to operate all equipment supplied by Supplier and execute audio-visual presentations. All staff will have extensive experience in the role assigned and the



proper certification for the operation of specific equipment as required by law. Quotes for Services will be requested for the purposes of budgeting and client invoicing.

6. Provide Rigging Services as required for any event elements being attached or suspended on any structure at Yonge-Dundas Square. This includes responsibility to maintain the Truss Roof Canopy on the YDS Stage and facilitate seasonal stage engineering inspections.
7. Provide on-site Supervision for the Supplier's technical staff working at Yonge-Dundas Square, in order to meet timelines and objectives, and ensure adherence to industry health and safety standards and Yonge-Dundas Square Health and Safety Contractor Program guidelines and policies (see Appendix A). A listing of Yonge-Dundas Square's guidelines and policies can also be found at the Yonge-Dundas Square website: [www.ydsquare.ca](http://www.ydsquare.ca).
8. A Lead Technician, a Technical Director/Project Manager, or Account Manager, can perform supervision, as it is appropriate. The Supervisor must always be clearly delineated, to ensure YDS onsite personnel have a direct line of communication during event operations. Provide consistent, trained, professional, knowledgeable, courteous, and presentable staff for a variety of events.
9. In addition to The Supplier's responsibilities pertaining to Occupational Health & Safety Act, the Supplier must provide the name of a worker-appointed Health and Safety representative from among the workers at the workplace who do not exercise managerial functions as identified in the OHS Act, Part II, section 8(1) a minimum of seven calendar days prior to the commencement of work. The Health and Safety representative must participate in an annual safety review with YDS.
10. Provide a dedicated Account Representative to liaise with YDS senior management and event coordinators to:
  - a. Be the primary point of contact to YDS during the planning and execution process including planning, meeting at a mutually agreed upon time, and pre-event site/venue inspections.
  - b. Provide efficient, optimal and cost-effective recommendations for additional event equipment requirements as requested.
  - c. Ensure regular and clear communication regarding event details, quotes and invoicing.
  - d. Provide accurate estimates and quotations within 2 Business Days or as otherwise agreed with YDS, for additional equipment rentals and staffing as requested.
  - e. For each event quoted, provide a quotation showing cost to YDS, and an additional quotation showing cost including the YDS subletting fee (+25%). Line-item pricing must be available upon request.
  - f. Ensure Invoices are delivered within 10 Business Days of event completion, unless otherwise agreed upon.
11. Provide a Project Manager & Technical Consultant, as needed/upon request to liaise with Yonge-Dundas Square Management and Event Coordinators to:
  - a. Provide technical consultation to facilitate YDS senior management and their clients with optimum strategies for execution of technical elements for YDS events.

- b. Develop technical drawings/schematics and consult on technical elements of event design.
- c. Liaise with YDS Digital Signage Partners to ensure smooth event integration.
- d. The Project Manager must have authority to make changes to deliverables with approval from or at the request of YDS senior management and event coordinators.
- e. In the event that the Project Manager is not on-site during installation, operation or strike a qualified designate must be identified and made available and must be approved by YDS senior management and event coordinators.
- f. The Project Manager or designate must have sufficient working knowledge of the staffing plan to manage and maintain work plan agreed to by the Account Manager and YDS event coordinators during the planning process or outlined in the scope of work defined herein.
- g. Note: The Project Manager and Account Manager may be the same individual as long as the obligations to both roles are met.

## CONCERT AUDIO SYSTEM

Supplier shall provide a house audio system meeting the requirements of Yonge-Dundas Square. The Supplier shall ensure that the installed house audio system is properly maintained in good working order at all times. The Supplier is also required to provide 3D acoustical and simulation plans for the Audio System as detailed in the Technical Specification.

## CONCERT AUDIO SYSTEM SPECIFICATIONS

1. The Main Stage Stereo System will take into consideration an event space of an area 135' wide x 180' long. Typically, the event permit area faces east to west, with the stage at the east end.
2. Control of audio system's DSP processing (remote or at FOH), to include but not limited to; time alignment, equalization, crossovers, and level control with a Wi-Fi controllable computer interface that can be used anywhere in Yonge Dundas Square. The Supplier may use existing DSP, which is built into their already packaged networks, but it must be remote capable from FOH. Drive rack must be on a battery backup power supply or Uninterruptible Power Supply (UPS).
3. Rational Acoustics Smaart 7 Measurement Package or equivalent, which will be used to time align and tune all audio system components. The package should include dual reference point capability, located at FOH but have the ability to measure the entire sound system as required. One (1) wireless test mic to be included along with a minimum of two (2) wired test mics.
4. All electrical distribution systems must pass an ESA inspection and be rated for outdoor use. A single 200amp, 3 phase, 120v/208v service can be provided for Audio Equipment.

UID	QTY	UNIT	DESCRIPTION
A-0005	6	EACH	Full-size Line Array Cabinets, (3) for each side – left and right channels. Approved products: L-Acoustics K2, V-DOSC, Clair I-3, D&B J-Series, Adamson E-Series, Meyer Milo, Mica, Leo (or approved

			equivalent). Can be stacked or rigged from ballasted truss tower assembly.
A-0010	4	EACH	Dual 18-inch Sub Loudspeakers. A sub arc array design is preferred with 8 evenly spaced stacks of 2 high dual 18-inch subwoofers. Subs must be pinned or strapped together.  Approved products: L-Acoustics SB28, Clair BT-218, D&B B2, Adamson E218/219, Meyer 700HP (or approved equivalent).
A-0015	2	EACH	Small Line Array Front Fill Speakers. Speakers will be ground stacked on the stage deck or on each sub stack (must be strapped down if placed on subs). Approved products: L-Acoustics KARA, DV-DOSC, Clair CO-8, D&B V8, Adamson S10, Meyer M'elodie, Mina.
A-0020	1	EACH	48 Channel Digital FOH Mixing Desk with min 16 Outputs. Digital consoles and all supporting external infrastructure must be connected to a UPS power supply. Approved products: Avid Venue 6L-48D, Digico SD9/ SD12/ Quantum 225, Yamaha CL5, Yamaha Rivage PM5/CSR5, Allen & Heath dLive S5000, Soundcraft Vi3000 (or approved equivalent).
A-0025	6	EACH	Active 2 Way Wedge Monitors for on-stage Performers. In standard configuration, Monitors will be controlled with upto Four (4) mixes, from the Front of House Console. Approved products: L'Acoustics 115XT, Clair 12AM, Clair SRM, D&B M4, EV XW12, XW15 (or approved equivalent)..
A-0030	1	EACH	Concert Microphones & Stands Package: <ul style="list-style-type: none"> <li>• 6 x Shure, SM58 (Vocal)</li> <li>• 6 x Shure, SM57 (Vocal)</li> <li>• 1 x Shure, Beta 52 (Drum)</li> <li>• 1 x Shure, Beta 91 (Drum)</li> <li>• 4 x Shure, SM-81 (Condenser)</li> <li>• 2 x Sennheiser, 609 (Guitar cab mic)</li> </ul>

			<ul style="list-style-type: none"> <li>• 4 x Sennheiser, E604 (Drums &amp; perc)</li> <li>• 2 x Sennheiser, MD421 (Guitar etc)</li> <li>• 10 x Countryman, FET-Type 85 Active DI Boxes (Phantom/9vDC)</li> <li>• 4 x Radial JDI Stereo, Passive Direct Box</li> <li>• 2 x Shure, Wireless Hand Helds with SM-58 Capsules</li> <li>• 2 x Shure, Wireless Beltpacks with DPA Headset Microphones</li> <li>• 2 x Shure, Wireless Instrument to Beltpack Cables</li> <li>• 12 x Tall, Microphone Stands (inc mix of round base standard, boom and overhead stands)</li> <li>• 12 x Short, Microphone Stands</li> <li>• 2 x Heavy base, Microphone Stands</li> </ul>
A-0035	1	EACH	<p>Stage Patch/Stage Power – Package:</p> <ul style="list-style-type: none"> <li>• 35 x XLR Cable 25'</li> <li>• 10 x XLR Cable 10'</li> <li>• 5 x XLR Cable 50'</li> <li>• 4 x Quad Receptacle Box 110v AC 50'</li> </ul>
A-0040	1	EACH	<p>12 channel passive media feed (minimum 12 output – XLR &amp; 1/4" TRS output capability, Mic or Line Level Outputs with ground lift switches). Approved product: Rapco MDS-112 (or approved equivalent)..</p>
A-0045	1	EACH	<p>FOH Playback rack containing:</p> <ul style="list-style-type: none"> <li>• 1 x Denon, DN-4000 Dual CD Player OR Mp3/WAV Playback device</li> <li>• Mac Computer based playback system e.g., loaded with Q-Lab (or approved equivalent).</li> <li>• Various connectors to I-phone, I-Pad or Android music playback devices</li> <li>• 1 x Shure, UR4D-J5 (578-638 MHz) – Dual Channel UHF Wireless Receiver</li> </ul>
A-0050	1	LOT	<p>All control, amplification, rigging, cable, time alignment, equalization, and weather proofing (as required) to make a complete</p>

			and operable Main Stage Concert Audio System
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## SEASONAL LIGHTING SYSTEM

Supplier shall provide a house lighting system meeting the requirements of YDS. The Supplier shall ensure that the installed house lighting system is properly maintained in good working order at all times. The Supplier is also required to provide a proposed Lighting Plot for the summer season.

## SEASONAL LIGHTING SYSTEM SPECIFICATIONS

- All electrical distribution systems must pass an ESA inspection and be rated for outdoor use. A single 200amp, 3 phase, 120v/208v service will be provided for Lighting Equipment.

UID	QTY	UNIT	DESCRIPTION
A-0055	8	EACH	Downstage House Truss, on existing truss.  LED PAR 64 Style IP65 Outdoor Rated Fixtures with MFL Lenses e.g., Chauvet Pro COLORado 2 Zoom, Elation SixPar200WMG. (or approved equivalent) Cabling as required.
A-0060	4	EACH	Moving Light Fixtures IP65 Outdoor Rated e.g., Chauvet Rogue Outcast 2 Hybrid or Clay Paky Scenius Profile or Unico. (or approved equivalent) Cabling as required.
A-0065	10	EACH	Upstage House Truss on temporary upstage truss specified below (or approved equivalent).  LED PAR 64 Style IP65 Outdoor Rated Fixtures with MFL Lenses eg Chauvet Pro COLORado 2 Zoom, Elation SixPar200WMG (or approved equivalent). Cabling as required.
A-0070	4	EACH	Moving Light Fixtures IP65 Outdoor Rated, e.g., Chauvet Rogue Outcast 2 Hybrid or Clay Paky Scenius Profile or Unico or MAC Aura XB or GLP X4L (or approved equivalent).. Cabling as required.
A-0075	12	EACH	x-Focus Blast 36 RGB LED Wall Washer Lights (or approved equivalent).. Cabling as required.
A-0080	1	EACH	Programmable Digital Lighting Control Console:  Acceptable Products: GrandMA2 Light, GMA2 ONPC with Command and Fader wing, or GMA 3 Compact, Chamsys MQ500M Stadium Console or MQ250M or ETC Hog Full Boar 4 (or approved equivalent).

A-0085	1	LOT	All necessary Dimming equipment, Power distribution, Cabling, and weather proofing to create a complete and operable lighting system.
A-0090	1	EACH	Upstage Truss Package – for Lights 12x12 Inch Aluminum Box Truss 24ft (3x8ft sections) <i>All truss anodized matt black.</i> Including 2 x 1 Ton Manual Chain Falls. All necessary Rigging and Safety Chains.
A-0095	1	Each	Upstage Truss Package – for Banners or Video Screen rigging 12x12 Inch Aluminum Ladder Truss 24ft (3x8ft sections) <i>All truss anodized matt black.</i> Including 2 x 1/2 Ton Electric Chain Motors, 2 x Control pendants. All necessary rigging and safety chains & electric cables.
A-0100	1	EACH	Main Control Snake <ul style="list-style-type: none"> <li>• 300' Length</li> <li>• Min 4xDMX Lines</li> <li>• Min 2 CAT5 Lines</li> <li>• FOH A/C Power 110v</li> </ul>

## SEASONAL TRUSS TOWER SPECIFICATIONS

UID	QTY	UNIT	DESCRIPTION
A-0105	1	EACH	Stage Left YDS Truss Tower <ul style="list-style-type: none"> <li>• 4 – 10' Aluminum 12" Box Truss</li> <li>• 4 – 4' Aluminum 12" Box Truss</li> <li>• 7 – 5' Aluminum 12" Box Truss</li> <li>• 4 – 2' Aluminum 12" Box Truss</li> <li>• 10 – 1' Aluminum 12" Corner Block</li> <li>• <i>All truss anodized matt black</i></li> <li>• 16 – Scaffolding Screw-jacks for levelling</li> <li>• 5 – 7' Aluma-beam – Aluminum Joist Beam</li> <li>• Manual Chain Hoist &amp; Rigging</li> <li>• 1 – 7' x 7' Plywood Platform for ballast</li> <li>• 1 – 7' x7' Plywood Roof Cover</li> <li>• 1-5' x 14' Front Speaker Scrim - black</li> <li>• 3 – 5' x 14' Sidewall Tarps/Scrim</li> <li>• 5000lbs Concrete Ballast</li> </ul>
A-0110	1	EACH	Stage Right YDS Truss Tower <ul style="list-style-type: none"> <li>• 4 – 10' Aluminum 12" Box Truss</li> </ul>

			<ul style="list-style-type: none"> <li>• 4 – 4' Aluminum 12" Box Truss</li> <li>• 7 – 5' Aluminum 12" Box Truss</li> <li>• 4 – 2' Aluminum 12" Box Truss</li> <li>• 10 – 1' Aluminum 12" Corner Block</li> <li>• <i>All truss anodized matt black</i></li> <li>• 16 – Scaffolding Screw-jacks for levelling</li> <li>• 5 – 7' Aluma-beam – Aluminum Joist Beam</li> <li>• Manual Chain Hoist &amp; Rigging</li> <li>• 1 – 7' x 7' Plywood Platform for ballast</li> <li>• 1 – 7' x7' Plywood Roof Cover</li> <li>• 1-5' x 14' Front Speaker Scrim - black</li> <li>• 3 – 5' x 14' Sidewall Tarps/Scrims</li> <li>• 5000lbs Concrete Ballast</li> </ul>
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**Note:** Additional event scrims may be added to the front of each speaker truss tower. See Appendix D for illustration of truss towers.

## STAFFING RESOURCES

The Supplier will be required to provide the following resources to provide Audio-Visual Technical Services in support of the equipment to be billed on an hourly/daily basis as required by the YDS Board and Staff:

UID	QTY	UNIT	UNIT	DESCRIPTION
A-0115	1	HOURLY RATE	DAILY RATE	TECHNICAL DIRECTOR /PROJECT MANAGER
A-0120	1	HOURLY RATE	DAILY RATE	STAGE MANAGER
A-0125	1	HOURLY RATE	DAILY RATE	LIGHTING DESIGNER
A-0130	1	HOURLY RATE	DAILY RATE	AUDIO SYSTEMS ENGINEER
A-0135	1	HOURLY RATE	DAILY RATE	AUDIO TECHNICIAN
A-0140	1	HOURLY RATE	DAILY RATE	LIGHTING TECHNICIAN
A-0145	1	HOURLY RATE	DAILY RATE	VIDEO TECHNICIAN incl MEDIA OPERATOR/SWITCHER
A-0150	1	HOURLY RATE	DAILY	CAMERA OPERATOR

			RATE	(TRIPOD OR HANDHELD)
A-0155	1	HOURLY RATE	DAILY RATE	CAMERA OPERATOR (JIB/BOOM)
A-0160	1	HOURLY RATE	DAILY RATE	RIGGING TECHNICIAN /LIFT OPERATOR
A-0165	1	HOURLY RATE	DAILY RATE	STAGING TECHNICIAN /CARPENTER
A-0170	1	HOURLY RATE	DAILY RATE	STAGEHAND /GENERAL LABOUR

In addition, the Supplier will be required to provide an Account Representative to provide oversight for the provision of services and resources, the costs for this Account Representative shall not be extra-billable.

## ADDITIONAL EQUIPMENT

In addition to the House Audio and Lighting System equipment, The Supplier must be able to provide other equipment as requested by Yonge-Dundas Square. Specific examples are included for Pricing Evaluation as follows:

UID	QTY	UNIT	DESCRIPTION
A-0175	8	EACH	MOVING LIGHT- eg MARTIN, MAC VIPER, PROFILE or approved equivalent).
A-0180	12	EACH	MOVING LIGHT – eg CLAY PAKY, SHARPY (or approved equivalent).
A-0185	4	EACH	LED WASH LIGHT eg CHROMA-Q COLOR FORCE 72 (or approved equivalent).
A-0190	16	EACH	LED MOVING WASH LIGHT – eg GLP, IMPRESSION X4L (or approved equivalent).
A-0195	1	EACH	HAZER – eg ULTRATEC Radiance Hazer & remote
A-0200	1	LOT	FULL DJ EQUIPMENT PACKAGE <ul style="list-style-type: none"> <li>• 2x Pro DJ Quality Multiplayer e.g., Pioneer CDJ2000NXS2</li> <li>• 2 x Technic, 1200 Turntables w/ Cartridges</li> <li>• 1 x Pro DJ 4 Channel Mixer e.g., Pioneer DJM900NX2</li> <li>• Mix Position / Podium</li> </ul>
A-0205	4 Ch	EACH	IN EAR MONITORS (IEM) - 4 channel system Approved products: JH Audio, Shure, Audio Technica, Mackie <ul style="list-style-type: none"> <li>• Including Receiver(s)</li> <li>• Belt Packs</li> </ul>



			<ul style="list-style-type: none"> <li>• Replaceable Ear Buds</li> <li>• Batteries to support 12 hrs. of operation</li> </ul>
A-0210	1	EACH	<p>MONITOR CONSOLE</p> <p>48 Channel Digital Monitor Mixing Console with 24 Outputs. Digital consoles and all supporting external infrastructure must be connected to a UPS power supply. Approved products: (stage racks included) Avid Venue 6L-48D, Digico SD9/ SD12/ Quantum 225, Yamaha CL5, Yamaha Rivage PM5/CSR5, Allen &amp; Heath dLive S5000, Soundcraft Vi3000 (or approved equivalent).</p>
A-0215	1	EACH	<p>FOH or MONITOR FX RACK</p> <p>MAC or PC Server set up.</p> <p>Approved product: Waves Audio - MultiRack System - Native or Soundgrid (or approved equivalent).</p>
A-0220	6	EACH	<p>MONITORS - Additional</p> <p>Two-way active Wedge Monitors for on-stage Performers. In standard configuration, Monitors will be controlled with Four (4) mixes (Cost must include amplification (if required), from the Stage Right Monitor Position. Approved products: L'Acoustics 115XT, Clair 12AM, Clair SRM, D&amp;B M4, EV XW12, XW15 (or approved equivalent).</p>
A-0225	1	EACH	<p>STAGE EXTENSION</p> <ul style="list-style-type: none"> <li>• 28 Feet Wide / 8 feet Deep / 48 Inches High</li> <li>• Black scrim front</li> <li>• Built over existing downstage staircase</li> <li>• Cost to Include any applicable Engineering or Permit fees, and all necessary equipment for levelling.</li> </ul>
A-0230	1	EACH	<p>DRUM RISER</p> <ul style="list-style-type: none"> <li>• 8 feet Wide / 8 feet Deep / 16 Inches High</li> <li>• Carpet to suit – under drum kit</li> <li>• Access step(s)</li> </ul>
A-0235	1	EACH	<p>LED VIDEO WALL</p> <ul style="list-style-type: none"> <li>• Approx. Dimensions: 16 Feet Wide / 9 Feet High</li> <li>• Pixel Density to be 6mm or smaller</li> <li>• Cost to include Media Control, Processing, Rigging, Cable and Power</li> </ul>
A-0240	1	EACH	<p>CAMERA PACKAGE - FOH</p> <ul style="list-style-type: none"> <li>• High-Definition Camera</li> <li>• Tripod</li> <li>• Camera Riser (2 - 4' x 4' Risers with 3'-5' Adjustable legs, Stairs, and handrails as required)</li> </ul>
A-0245	1	EACH	<p>CAMERA PACKAGE - BOOM</p> <ul style="list-style-type: none"> <li>• High-Definition Camera</li> </ul>

			<ul style="list-style-type: none"> <li>• Extendible to 20' Pro Camera Jib system – with dolly</li> <li>• Remote pan/tilt/focus</li> </ul>
A-0250	1	EACH	<b>MEDIA SERVER PACKAGE</b> Media server system for playback of event content/cameras. Approved products: Resolume 6 Arena, Hippotiser Boreal+ MK2 or Disguise d3. (or approved equivalent) Cabling as required.
A-0255	1	EACH	<b>TRANSPORTATION</b> <ul style="list-style-type: none"> <li>• Combined Cost for Delivery and Pick-up of a standard 5-Ton Delivery Truck. Round trip.</li> </ul>

## YONGE DUNDAS SQUARE PORTABLE AUDIO SYSTEM

YDS will provide a portable audio system that may be used for small events. The Supplier will provide the technical staffing and support to set up and take down this portable audio system.

The current portable system technical specifications:

### Main System

- 4 x Electrovoice, SX-300 Loudspeakers (300w) with Speaker Stands in custom flightcase
- 2x RCF 705-AS-II Active Sub Loudspeakers (700w)

### Flightcased Rack containing:

- 2 x QSC, RMX-2450 Power Amplifiers – Left / Right, Monitor 1 / Monitor 2
- 1 x Mackie, CFX16 MKII Mixing Console
- 1 x Tascam, CD-200i CD & IPOD Player

### Mics/DI

- 1 x Shure, UR4 Single Channel UHF Wireless Receiver – L3 638-698 MHz Including:
  - 1 x Shure, UR2-L3 Wireless Hand Held with SM-58A Capsule
  - 1 x Shure, UR1-L3 Wireless Beltpack
  - 1 x Shure, WL-184 Lavalier
  - 1 x Shure, WH20 Headset
  - 2 x Shure, Whip Antennas
- 4x Shure SM58 vocal mic
- 2 x Rapco, DB1 Passive DI Boxes with 10ft ¼" to ¼" Cables
- 1 x ART Passive Direct DI Box
- Various Canon to Jack, Canon to Phono adaptors

### Accessories

- 6 x 10' XLR3 Cables
- 10 x 25' XLR3 Cables
- 2 x 5 0' XLR3 Cables
- 2 x 10' Neutrik NL4 Jumper Cables
- 4 x 25' Neutrik NL4 Speaker Cables
- 6 x 50' Neutrik NL4 Cables

- 2 x NL4 Female To ¼ Female Connectors
- 1 x 1/8" To Stereo RCA – I-Pod Lightning Adaptor
- 4 x Tall Tripod Microphone Stands with Boom
- 1 x MUG AC Adaptor – 15A to 20A Twist
- 1 x 2' UGD Powerbar to 4 Way 110v Outlet

## PART 4 - TECHNICAL PROPOSAL AND QUALIFICATIONS

### TECHNICAL PROPOSAL GENERAL INFORMATION

1. Technical Proposals are expected to address the RFP content requirements as outlined herein, and should be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the ability of YDS to conduct a thorough evaluation. YDS is interested in Proposals that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.
2. YDS prefers that the assumptions used by a Supplier in preparing its Bid are kept at a minimum and to the extent possible, that Suppliers will ask for clarification prior to the deadline for questions rather than make assumptions. Where a Supplier's assumptions are inconsistent with information provided in the RFP, or so extensive that the total Bid cost is qualified, such Supplier risks disqualification.
3. No cost information shall be included in the body of the Technical Proposal portion of the Bid or it will be rejected.
4. Technical Proposals should preferably be limited to twenty (20) pages in double sided sheets or a total of forty (40) pages in single sided sheets. Paper must be 8 ½ x 11 and typed at a minimum of eleven (11) point font, with unlimited appendices.
5. Suppliers should upload the requested Technical Proposal as a PDF attachment.
6. The Proposal should contain the following items outlined in the Technical Proposal Content below.

### TECHNICAL PROPOSAL CONTENT

#### LETTER OF INTRODUCTION

Attach a letter introducing the Supplier and signed (or electronically signed) by the person(s) authorized to sign on behalf of and to bind the Supplier to statements made in response to this RFP.

#### TABLE OF CONTENTS

Bids must include a table of contents.

#### SUBSECTION 1 – EXECUTIVE SUMMARY

The Supplier should provide a summary of the key features of the Technical Proposal. A general statement should be provided for all the subsections identified under Part 3 – Requirements for Deliverables.

## SUBSECTION 2 – SUPPLIER PROFILE

Suppliers should have personnel, organization, corporate culture, financial resources, and market share adequate to ensure their ongoing ability to deliver custodial services, including the ability to provide timely response and service to YDS for the Term of the Contract.

1. To permit the Supplier to be evaluated fully as a viable and sound enterprise, include the following information with respect to the Supplier, and if applicable, for each Joint Venture member.
  - a. A profile and summary of corporate history including:
    - date company started;
    - products and/or services offered;
    - total number of personnel;
    - major clients; and
    - business partners and the products/services they offer.
  - b. a profile and summary of corporate history of any parents or subsidiaries and affiliates and the nature of the Supplier's relationship to them (i.e., research, financing and so on).
  - c. a copy of the Supplier's and if applicable for each Joint Venture member, Corporate Profile Report(s) (Ontario), or equivalent official record issued by the appropriate government authority
2. If the Supplier is a member of a Joint Venture, provide a description of the relationship(s) between Joint Venture members. Please note Part 1 – (“Joint Venture Bids”).
3. The Supplier should demonstrate its commitment to diversity in its organization by providing:
  - a. a company-approved supplier diversity policy that details the Supplier's commitment to an active supplier diversity program and describes a commitment to providing equitable access to subcontracting opportunities for diverse suppliers and demonstrated results of the policy; and
  - b. a company-approved diverse hiring policy describing the Supplier's commitment to a pro-active employment diversity program and demonstrated results of the policy.
4. Diverse Supplier: If the Supplier is certified by a Supplier Diversity Organization, the Supplier should provide evidence of such certification.

## SUBSECTION 3 – EXPERIENCE AND QUALIFICATIONS OF SUPPLIER

It is important that the work be undertaken by a Supplier who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope.

Please note that where the skills/expertise/experience are being provided by a subcontractor or other legal entity apart from the Supplier, a Technical Proposal that does not include the information requested in this Subsection 3 for each such subcontractor or other entity will not be awarded full marks during the evaluation process.

In particular, the Supplier should demonstrate the following:

1. Provide a statement that details the Suppliers specific knowledge of, and experience in performing similar work for projects and venues of compared nature, size, and scope.

2. Necessary skills, experience and expertise in the design and delivery of the proposed total Solution, and, based on these skills, experience and expertise, how they will ensure that the proposed goods and services are appropriate for the use to be made of them as set out in this RFP.
3. Provide examples of Event Design work done for evaluation purposes, with regard to Audio Visual Layout, Schematics, Lighting Design, and Audio Design. The Supplier should demonstrate the ability to support Design Services required for large scale events.
4. Preferably provide a minimum of three (3) references, within the last five (5) years, with a minimum annual contract value of \$150,000.00, for the purpose of evaluating the Supplier's experience and track record of success. Note that YDS prefers references for solutions that are similar to the solution being proposed in response to this RFP. For example, solutions for the municipal/public sector, using the same or similar products proposed, projects of similar size, scale and complexity. Each reference should include:
  - the identity of the reference client organization;
  - a contact name and title, address and telephone number;
  - the size and nature of the client's business;
  - the number of years dealing with the client;
  - a description of the project;
  - the timing and duration of the Supplier's involvement in the project;
  - the services that were provided by the Supplier (i.e. installation, support, training and/or project management);
  - date of the project;
  - details regarding the scale of the project; and
  - client's URL address.
5. Provide the annual value of all audio, video, lighting, and staging equipment and technical staff and related services work undertaken for each of the past five (5) years.
6. In providing references, Suppliers agree that YDS can contact the individuals provided as part of the evaluation process. YDS will make its own arrangements in contacting the references. Substitution of references will not be permitted after the close of the RFP.
7. References and Past Performance - the evaluation by YDS may include information provided by the Supplier's references and may also consider the Supplier's past performance on previous contracts with YDS or other related Agencies, Boards or Commissions of the City.

#### SUBSECTION 4 – PROPOSED STAFF TEAM AND RESOURCES

It is important that the work be undertaken by a team who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope.

In particular, the Supplier should provide the following:

1. A list of key staff that the Supplier would propose to use for this work together with their professional qualifications, related project experience and an indication of their duties and responsibilities on this particular project. Specifically:
  - a. Account Manager
  - b. Project Manager/Technical Director

- c. Lighting Designer/Lead Lighting Operator
  - d. Lead Audio Engineer
  - e. Lead Rigging Technician
  - f. Stage Manager
2. Confirmation that the proposed Account Manager has a minimum of five (5) years experience as a supervisor, directly responsible for similar scale projects.
  3. Include strategies and individuals that can fulfill the roles and responsibilities for any unforeseen events requiring replacement of team members.
  4. Attach resumes for proposed individuals.
  5. Provide a statement of any conflict of interest, if applicable.
  6. The Supplier should attach signed consent forms authorizing the disclosure of personal information to YDS, or its designated agent(s), for any resumes that are submitted; however, the Supplier will accept all liability if signed consent forms and resumes are not disclosed to YDS.

## SUBSECTION 5 – PROPOSED SYSTEM/SOLUTION

The Supplier should provide the following:

1. Provide a statement of the Supplier's understanding of the goals and objectives of the project.
2. Provide a detailed description of how the Supplier intends to achieve the goals and objectives of the project including:
  - a brief description outlining why the specific Solution/System has been recommended;
  - the detailed functions/characteristics/specifications of the Services;
  - the deliverables/outcomes that will be provided as part of the project; and
  - a summary of risks/problems/issues associated with the work and how they will be mitigated.
3. Provide a statement confirming that the Supplier has a right to represent, sell, license, deliver, install, train in the use of, service, maintain and support the products proposed, including any documentation to be provided in relation thereto.
4. Provide a statement confirming that the Supplier has the right to provide to YDS any required ownership, license rights, pass-through warranties and other ancillary rights for all proposed goods and services and that the provision of such products and services will not infringe or otherwise violate the rights of any third party.
5. Provide a statement confirming that there will be no construction or other liens, encumbrance, third party security interest or other rights outstanding in regard to the system or installation, and title to all hardware and any supplies provided therewith will pass to YDS in accordance with the terms of the Agreement free and clear of all such liens, encumbrances and third-party security interest or other rights.

6. Provide details for provisions for down time or loss of revenue from any systems affected by the proposed solution.

### SUBSECTION 6 – WORK PLAN AND DELIVERABLES

It is important that the project is started and completed in an efficient and effective manner. The Supplier is requested to provide:

1. A detailed work plan indicating the project method, schedule, Gantt chart, tasks, and deliverables.
2. An estimated overall timeline of the project, including an indication of how soon you could commence work.
3. Key dates for major deliverables should be clearly defined in the Supplier's detailed work plan.
4. For each deliverable provide sufficient detail for the reviewers to evaluate the value of the effort expended.
5. Proposed project staffing over the assignment period should include numbers by "classification" for key staff as well as all other staff.

### SUBSECTION 7 – PROPOSED HOUSE SYSTEMS

1. Provide details of the proposed House Audio System Solution
2. Provide details of the proposed House Lighting System Solution

### SUBSECTION 8 – DEPTH AND QUALITY OF EQUIPMENT INVENTORY LIST

1. Suppliers must submit a detailed Equipment Inventory List, as well as a Standard Price Sheet reflecting all items listed in the Equipment Inventory List and indicate a standard price per day and per week.

### SUBSECTION 9 – WORKFORCE DEVELOPMENT AND SOCIAL PROCUREMENT

1. Suppliers may submit a detailed Workforce Development Plan (the "WD Plan") that identifies which strategies, if any, from among the categories summarized below the Supplier is committed to deliver during term of the assignment, as well as details on the implementation of the WD Plan.
  - a. **Customized Recruitment:** initiatives that involve needs-based approaches to sourcing qualified candidates for available jobs, developed and implemented in conjunction with existing hiring methods.
  - b. **Training and Work-based Learning Skills Development:** Training includes programming that allows candidates to formally gain the skills required to compete for emerging job opportunities. This may include but is not limited to supporting the attainment of professional certifications or licensing for specific candidate groups (e.g., Newcomer professionals, youth, etc.).

Work-based learning involves but is not limited to activities that emphasize learning in a real work environment and through practice on the job. Activities range from shorter and less formal workplace exposure (e.g., workplace tours and job shadowing) to longer term and more intensive opportunities (e.g., paid internships with specific skill development objectives).



Identify opportunities to hire, directly and/or through subcontractors, registered apprentices through City-endorsed apprenticeship training programs that provide candidates with access to the skilled trades.

- c. **Use of Social Enterprise in the Supply Chain:** Identify opportunities to subcontract components of work or services to social enterprises. Social Enterprises are enterprises that employ business methods and practices to create employment or training opportunities for low income or marginalized individuals.
  - d. **Other Employment-Related Activities:** Any other appropriate activities that will provide employment-related opportunities to workforce development candidates will also be considered. Employment-related activities that qualify under this category may include but are not limited to the following:
    - Participating in sector/industry career information sharing, learning and networking events
    - Providing mentoring through established mentorship programs
    - Supporting pre-employment workshops such as resume and interview skills development.
2. The WD Plan should also:
    - a. Designate a liaison within the Supplier's organization who will implement and maintain the WD Plan and provide status updates and outcomes;
    - b. Specify the frequency of meetings that will be included for meeting with a designated YDS representative to review and refine the WD Plan and provide updates on implementation activities; and
    - c. Include a process for maintaining records of progress and outcomes and share these records with YDS at agreed intervals throughout the contract, at the end of the contract and upon request by YDS.
  3. The WD Plan may also include subcontractors associated with any aspect of this Program, where feasible. The WD Plan can include strategies within this assignment, as well as strategies for consideration in the Construction Assignments as part of the project delivery. Any costs associated with additional effort above and beyond the base scope of work are to be included in the Innovations section of the costing submission.
  4. Suppliers should submit examples of how similar initiatives have been delivered by the Supplier in the past. Each example should include details of the program or initiative and documented evidence of success.



## RATED CRITERIA

### EVALUATION TABLE

The following sections set out the categories, weightings and descriptions of the rated criteria for the RFP. Suppliers who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

YDS will not have any knowledge of any information contained in the Part 5- Pricing Form until evaluations for the Technical Proposal portion of the Bid are complete and Suppliers have been short-listed.

Rated Criteria Category	Weighting (Points)
<p><b>Subsection 2 – Supplier Profile</b></p> <ul style="list-style-type: none"> <li>• Supplier Profile demonstrates the Supplier has the staff and organization to ensure their ability to deliver and support the proposed project <b>(10 points)</b></li> <li>• Company’s commitment and related policies to supplier diversity and employee diversity and evidence of being a certified diverse supplier <b>(6 points)</b></li> </ul>	16 points
<p><b>Subsection 3 – Experience and Qualifications of the Supplier</b></p> <ul style="list-style-type: none"> <li>• Demonstrated experience of the Supplier with other similar projects, including references <b>(5 points)</b></li> <li>• Supplier demonstrates necessary skills, experience and expertise in the design and delivery of the proposed total Solution, and based on these skills, experience and expertise, how the Supplier will ensure that the proposed goods and services are appropriate for the use to be made of them as set out in this RFP. <b>(5 points)</b></li> </ul>	10 points
<p><b>Subsection 4 – Proposed Staff Team and Resources</b></p> <ul style="list-style-type: none"> <li>• Key staff proposed for this work including their professional qualifications, related project experience and their duties and responsibilities on this particular project <b>(5 points)</b></li> <li>• Strategies and individuals that can fulfill the roles and responsibilities for any unforeseen events requiring replacement of team members. <b>(5 points)</b></li> </ul>	10 points
<p><b>Subsection 5 – Proposed System/Solution</b></p>	8 points

<ul style="list-style-type: none"> <li>Supplier's understanding of the goals and objectives of the project <b>[4 points]</b></li> <li>Proposed approach for achieving the goals and requirements of the project <b>[4 points]</b></li> </ul>	
<b>Subsection 6 – Work plan and Deliverables</b> <ul style="list-style-type: none"> <li>Detailed work plan that includes stated objectives and deliverables with appropriate and adequate allocation of team members and staff to complete the project within specified timelines <b>[4 points]</b></li> <li>Suitability of the overall timeline of the project, including an indication of how soon Supplier could commence work. <b>[4 points]</b></li> </ul>	8 points
<b>Subsection 7 – Proposed House Systems</b> <ul style="list-style-type: none"> <li>Appropriateness of the house audio and lighting systems</li> </ul>	8 points
<b>Subsection 8 – Depth and Quality of Equipment Inventory List</b>	5 points
<b>Subsection 9 – Workforce Development and Social Procurement</b>	5 points
<b>Pricing</b> (See Part 5 for details)	25 points
<b>Total Points</b>	100 points

## PART 5 - INSTRUCTIONS TO PRICING INSTRUCTIONS

- All sections of the Pricing Form should be completed. Without limiting the generality of the foregoing, all blanks must be filled in and all entries for unit prices, lump sums, extensions, and totals should be filled in, as appropriate.
- Suppliers that do not fully complete these forms (such as leaving lines blank) or have unclear answers (such as "n/a", "-", "tba" or "included" etc.) will be declared non-compliant. Prices that are intended to be zero cost/no charge to YDS are to be submitted in the space provided in the price schedule as "\$0.00" or "Zero".
- All pricing provided must be inclusive of all applicable duties and taxes except for HST, which should be itemized separately, and of all fees, expenses, and costs for the complete performance of the Contract.
- Suppliers are not to base their Pricing Form upon unilateral or undisclosed assumptions or conditions which, if not true, would render the Supplier's pricing inapplicable or subject to change.

5. In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly by YDS and adjustments resulting from the correction will be applied to the Total Lump Sum Price quoted.
6. Prices submitted in a Proposal are to be firm for the duration of the RFP process and the term of any resulting Agreement.
7. YDS shall not be responsible for any additional costs.
8. The Supplier shall be solely responsible for all costs including but not limited to, wages, salaries, statutory deductions and any other expenses and liabilities related to its own personnel, and subcontractors and suppliers and their respective personnel.
9. The Supplier shall be solely responsible for any and all payments and/or deductions required to be made including, but not limited to, those required for the Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance, and Income Tax.
10. All invoices must clearly show HST as a separate value and HST "registrant" number.
11. Without restricting the generality of the foregoing, the Supplier acknowledges that, if it is a non-resident person, payments to the Supplier, as a non-resident person, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Supplier, as a non-resident person, provides YDS with an official letter from Canada Revenue Agency waiving the withholding requirements, YDS will withhold the taxes it determines are required under the Income Tax Act (Canada).

## PAYMENT TERMS

1. Propose payment terms for Core Pricing. YDS's standard payment terms are 60 days from the receipt of the invoice. The final payment terms may be subject to further negotiation.
2. Propose any early payment discount terms.
3. If all the correct billing information has been indicated on the invoice, and no acceptable discount for early payment has been offered, YDS will endeavour to pay within the Supplier's terms from the receipt date of the invoice in Accounts Payable, once approved.
4. Payment terms should be clearly indicated on the invoice including early payment terms.
5. YDS will consider offers of early payment discount terms. Discounts will only be taken when early payment discount terms are met from the receipt date of the invoice in Accounts Payable.
6. Note: Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice by Accounts Payable.
7. YDS offers secure electronic deposit payments directly to your bank account through our "Direct Deposit" program. For more information and/or to enroll for this payment option, please email us at [sue@ydsquare.ca](mailto:sue@ydsquare.ca) or 416-979-9960 x 116.

8. To support an electronic payable environment, as per the YDS Supplier Payment Policy, YDS will accept electronic Supplier invoices submitted via email to sue@ydsquare.ca, emily@ydsquare.ca, anna@ydsquare.ca, and julian@ydsquare.ca.

## EVALUATION OF PRICING

Pricing is worth **25** points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each Supplier will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

Lowest price ÷ Supplier's price × weighting = Supplier's pricing points

## PRICING FORM

Download the pricing form through the link below:

[Yonge Dundas Square Pricing Form](#)

## APPENDIX

[Appendix A – YDS Contractor Safety Program](#)

[Appendix B – Site Map](#)

[Appendix C – 2022 Event List](#)

[Appendix D – YDS Truss Towers](#)