

July 23, 2019

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1. Terminology

1.1. References to Labeled Provisions

Each reference in this Request for Proposal to a numbered or lettered “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “subclause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labelled provision of this Request for Proposal (RFP).

1.2. Definitions

Throughout this RFP, unless inconsistent with the subject matter or context,

“Addendum” or “Addenda” means any document or documents issued by TO Live prior to the Closing Deadline that changes the terms of the RFP or contains additional information related to the RFP;

“Affiliated Person” means everyone related to the Proponent including, but not limited to employees, agents, representatives, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, if: (a) directly or indirectly either one controls or has the power to control the other, or (b) a third party has the power to control both.

“Agreement” means any written contract between TO Live and a Vendor or any purchase order issued by TO Live to the Vendor with respect to the Services contemplated by this RFP, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP.

“Board Member” means any member of the Board of TO Live.

“City” means the City of Toronto.

“Closing Deadline” means the date and time specified on the RFP Cover Page or any Addenda issued by TO Live, as the date and time by which Proponents must submit their Proposal;

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- a. In relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to TO Live and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process including the giving of a benefit of any kind, by or on behalf of the Proponent to anyone employed by, or otherwise connected with, TO Live; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or
- b. In relation to the performance of its contractual obligations in the TO Live contract, the Vendor’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“Council” means City Council.

“MFIPPA” means the Municipal Freedom of Information and Protection of Privacy Act.

“must”, “shall” and “will” used in this RFP denote imperative (mandatory), meaning Proposals not satisfying imperative (mandatory) requirements will be deemed to be non-compliant and will not be considered for contract award.

“Project Sponsor” means the main contact person at TO Live for all matters relating to the project.

“Proponent” means a legal entity that submits a Proposal. If two (2) or more legal entities wish to submit a Proposal as a consortium, one (1) member of the consortium must be identified as the Proponent with whom TO Live may enter into an Agreement, and the other member(s) must be identified as subcontractors to that Proponent.

“Proposal” means an offer submitted by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

“RFP” means this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by TO Live.

“Services” means all services and deliverables to be provided by a Vendor as described in this RFP.

“Supplier Code of Conduct” means business ethical standards contained in TO Live Procurement Policy #313;

“TO Live” means the City of Toronto agency established pursuant to Toronto Municipal Code Chapter 23, Civic Theatres;

“TO Live Contact” means the employee designated as the TO Live Contact on the Notice to Potential Proponents for all matters related to the RFP call process.

“Vendor” means the successful Proponent with whom TO Live enters into an Agreement.

1.3. Interpretation

In this RFP and in the Agreement, unless the context otherwise necessitates,

- a. Any reference to an officer or representative of TO Live shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;
- b. A reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution thereof or amendment thereof;
- c. All amounts are expressed in Canadian dollars and are to be secured and payable in Canadian dollars;
- d. All references to time shall be deemed to be references to current time in the City;

- e. A word importing only the masculine, feminine or neuter gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
- f. Any words and abbreviations which have well-known professional, technical or trade meanings, are used in accordance with such recognized meanings;
- g. All accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants; and
- h. All index and reference numbers in the RFP or any related TO Live document are given for the convenience of Proponents and as such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

1.4. RFP Process Terms and Conditions

This RFP process is governed by the terms and conditions in Appendix A.

2. Purpose

The purpose of this RFP is to select a technology partner (Vendor) to design and implement a digital experience platform in supporting TO Live's marketing goals.

The digital experience platform allows key audiences to experience the TO Live brand, extending the on-stage experience on-screen. The experience will be tailored to each key audience, including entertainment seekers, corporate renters, promoters, etc. Please see section 2.1.3 below.

The digital experience platform is also a portal to find, book, and provide feedback on events. The platform provides a single source of truth for TO Live, unlike our current multi-site, multi-platform environment.

2.1. Background

2.1.1. Organization

TO Live (formerly Civic Theatres Toronto) is a charitable, non-profit agency of the City of Toronto which operates three iconic theatres:

- The Sony Centre for the Performing Arts, 1 Front St. E.
- The St. Lawrence Centre for the Arts, 27 Front St. E.
- Toronto Centre for the Arts, 5040 Yonge St.

Amalgamated in 2017 under a single CEO and board of directors, the organization was rebranded in 2019 as TO Live to best reflect our vision: to become Canada's foremost multi-arts centre—pushing the boundaries of creativity and diversity through artistic excellence, education and public engagement; by activating creative spaces, inspiring local and international artists, and connecting audiences.

TO Live offers a wide breadth of entertainment to Toronto audiences: top-40 music artists, independent theatre, world-famous dance companies, off-Broadway shows, and everything in between. This variety is both a strategic advantage: no other performing arts venue in the city can claim such diversity and wide appeal; as well as a strategic challenge: it is becoming increasingly difficult to reach audiences with limited marketing spend. Likewise, competition for discretionary 'entertainment dollars' is heated: live events, sports, cinema, music, and paid video services are all vying for consumer spend.

Early 2019, TO Live secured a strategic partnership with Meridian, Ontario's largest credit union and third largest in Canada, which includes the naming rights for two venues: The Sony Centre will be renamed Meridian Hall, and The Toronto Centre for the Arts will be renamed Meridian Arts Centre in September 2019.

TO Live revenues approach \$34 million annually, with over half a million patrons visiting the three venues each year. Operating Budget is available at www.toronto.ca/city-government/budget-finance/city-budget/notes-reports-and-presentations/civic-theatres-toronto-budget.

2.1.2. Digital Transformation

TO Live has embarked on a Digital Transformation initiative in marketing, to help achieve three primary business goals:

1. Increase revenues
 - a. Drive event ticket sales via digital channels
 - b. Incorporate ancillary revenue streams into the digital experience, e.g. merchandise, food and beverage, parking, etc.
 - c. Drive corporate event bookings
 - d. Drive stage rental bookings
 - e. Drive charitable donations to TO Live Foundation
 - f. Explore additional revenue streams
2. Build brand equity
 - a. Position TO Live as Toronto's hub for arts and entertainment
 - b. Establish awareness and positive perception around the new brand
 - c. Socialize the new venue names for a seamless customer transition
 - d. Position the three venues as Toronto's best for corporate events and service
 - e. Position the seven stages as the city's best for event promoters and producers
3. Maximize MROI
 - a. Track the performance of digital marketing activities
 - b. Collect and analyse customer POS data to inform future marketing campaigns
 - c. Deploy marketing dollars where they have the greatest return

We have begun the Digital Transformation initiative by engaging with an Experience Consultant to lead an Experience Design Phase, resulting in a set of deliverables that will guide the Vendor in design and build. These include the following:

- Map of the Experience Journey (attached as Appendix F)
- Stakeholder interviews
- Macro audience personas
- Content strategy
- Proposed web design navigation and themes
- Brand Platform

2.1.3. Marketing Strategy

TO Live's marketing strategy is primarily driven by distinct objectives:

1. Drive ticket revenues for 'TO Live Presents' programming, i.e. performances in which TO Live has a stake in production, and is at risk. Target audiences vary considerably by genre (e.g. dance, jazz, theatre) and can be described broadly as 'persons in and visitors to Toronto seeking entertainment.' Marketing budgets vary by performance, ranging from \$1,000 for a small, one-night theatre act to \$200,000 for a week-long off-Broadway production. Approximately 100 'risk' performances are held in TO Live's venues each year.

Marketing campaigns are planned on a per-show basis. Tactics generally include traditional and digital media buys (OOH, print, digital display, paid search, paid social), media relations efforts, promotional and affiliate marketing, email campaigns, and organic social posting.

2. Support promoters who use TO Live stages for 'rental programming,' i.e. performances in which TO Live has no stake in production. Examples include artists represented by Live Nation, who are responsible for their own marketing strategy, budget, and execution. TO Live's marketing objective is to position the venues as attractive to prospective rental clients and support subsequent ticket sales by creating event-based web pages, distributing the promoter's content on social channels, and occasionally offering paid marketing services, e.g. social ad management, graphic design, and email marketing. Target audiences vary considerably by performer and genre.
3. Drive corporate rental revenues among organizations seeking event space. Corporate events represent a large proportion of overall revenue, with a target audience consisting primarily of event planners.

Corporate event marketing budgets are planned to increase, with a focus on paid search and targeted social media buys (e.g. Instagram, LinkedIn).

4. Encourage community engagement and participation by promoting free events hosted by TO Live. Examples include yoga, meditation, dance instruction, and master classes performed by performing artists.
5. Support Guest Services with communications pertaining to upcoming performances, such as pre-show emails containing up-to-the minute information regarding changes to timing, directions to the venue, etc.



6. Drive donations to TO Live Foundation, the charitable arm of TO Live. Target audience: supporters of the arts; philanthropists.

2.1.4. Challenges

Vying for consumers' discretionary dollars is increasingly competitive. TO Live must find ways to extend marketing budgets and become less reliant on paid media to generate revenue. The ability to create, share, and distribute content across our owned channels – and audience growth within these channels – will serve to better engage potential audiences and build a fan base.

Currently, data collection and analysis is done using manual methods across discrete platforms. Automating these processes would free capacity among staff, allowing greater focus on strategy and management. Likewise, better identification and segmentation of audiences through CRM would translate into greater return on ad spend, helping to ensure the right message is reaching the right audience, given the variety of entertainment genres on TO Live stages.

Marketing automation, wherever possible, would further help to alleviate capacity pressures and extend our digital touchpoints.

2.1.5. Team

TO Live's marketing team is composed of nine staff:

- VP
- Director
- Senior Manager
- Media Relations Officer
- Promotions Manager
- Interactive Manager
- Graphic Designer
- Content Producer
- Coordinator

TO Live has a dedicated IT staff of three:

- Director
- Manager
- Support Analyst

3. Scope of Work

3.1. General Requirements

The following section is not intended to be exhaustive or prescriptive, but rather as a set of considerations by which the digital experience will allow TO Live to better meet its marketing goals. Proponents are welcome to suggest solutions not considered here, or recommend alternate approaches.

3.1.1. Analysis and Planning

1. Leverage deliverables from the completed Experience Design phase to assess TO Live's goals with respect to marketing technology and planned digital customer experience (see Section 2.1.2 for a list of available deliverables, and Appendix F for customer journey map).
2. Use findings from the completed stakeholder interviews to become familiar with organizational goals, current capacity, and needs
3. Identify any perceived gaps in the planned digital customer experience, and advise on how to address

3.1.2. Design

1. Merge TO Live's three existing websites for its three venues (listed below) under a single website on the tolive.com domain and recommend an appropriate content management system (CMS) for the merged site.
2. Recommend how the new website would integrate with CRM, Data Management, and eCommerce solutions to become a single platform that supports delivery and management of digital experiences for our customers.
3. Design the system to accommodate marketing automation wherever possible, including the delivery of personalized content and experiences.
4. Scope the implementation by releases, outlining key features, timeline, budget, vendor and TO Live personnel requirements for each.

3.1.3. Build

1. Single Digital Experience Platform
 - a. Prioritize website as first deliverable, releasing an MVP within 4 weeks.
 - b. There is no requirement to maintain any of the current CMS, listed here:
 - sonycentre.ca / CMS: MODX
 - stlc.com / CMS: Wordpress
 - tocentre.com / CMS: Drupal
 - c. Integrate with Ticketmaster to support existing processes

- Visitors are directed to Ticketmaster from TO Live's web properties to purchase tickets.
 - Customer data collected at point of sale is stored on Ticketmaster servers, but is available for download by TO Live on a per-use basis via TM1: Ticketmaster's client platform.
- d. Identify how the solution will accommodate a potential change of eCommerce solutions in the future.
 - e. Function as an umbrella site that houses content for the three venues, including seven unique performance spaces, various rehearsal facilities, and meeting spaces, and provide distinct functionality for primary audiences (see Section 2.1.14 and Appendix F).
 - f. Migrate existing web content to the new site
 - g. Create a site-wide look and feel and UI, providing design mockups for feedback and approval, ultimately to facilitate the following:
 - Communicate the TO Live brand story, and that of the three venues
 - Facilitate the audience journey and conversion goals (see Appendix F for customer journey map)
 - Bring the live experience to the digital experience – be visual, dynamic, and engaging
 - Integrate social feeds to encourage organic conversation
 - Design to inspire purchases, using compelling content: storytelling, videos, photos to encourage conversions
 - Ensure event details (dates, time, venue) are communicated clearly
 - Design a well-organized and intuitively navigable media centre for journalists to easily download media releases and creative assets
 - Design an easily navigable method for corporate clients to download technical drawings
 - Provide method by which visitors can donate to TO Live Foundation
 - h. Include a fast and accurate search function to quickly find performances by name, genre, performer, director, producer, or composer
 - i. Include an easy to navigate calendar function to shop by date
 - j. Build using best practices for SEO
 - k. Be fully responsive for mobile and tablet devices
 - l. Provide ability to collect and segment email addresses
 - m. Conform to WCAG 2.0 Level AA other than criteria 1.2.4 (captions) and 1.2.5 (pre-recorded audio descriptions). The website's colour palette should meet web accessibility guidelines for AAA Standards.

2. CMS

- a. Facilitate content distribution over paid, owned, and earned channels: web, social sites, and social management platforms (e.g. Hootsuite or other), app (future state), self-serve ad-buying platforms (e.g. Facebook, Google), and internal digital signage management (currently SpinetiX)
- b. Serve as a centre for storytelling across communications platforms
- c. Allow for the delivery of personalized content based on browsing history, as well as saved preferences and purchase history via account history
- d. Provide ability to design and modify various page templates/layouts, including: event pages, event collection (festival) pages, blog content, special events, collections, etc. according to business needs
- e. Should be easy to train personnel across the organization on how to publish content (e.g. HR: job postings; Finance: annual reports)
- f. Email: allow for the creation of segmented lists based on interest and allow for visitors to subscribe to self-segment into sub-sections of the email list by interest (e.g. upcoming dance performances)

3. CRM

- a. Allow patrons to create TO Live user accounts
 - Store purchase history and content preferences
- b. Collect transaction data from ticketing vendor (currently Ticketmaster) and associate with respective TO Live user accounts
 - Explore custom solution to link Ticketmaster purchase data with TO Live user account, e.g. through the use of APIs or scheduled SFTP.
- c. Consider future expansion of CRM to additional TO Live departments: corporate sales, fundraising, etc.

4. Automation: allow for the creation of automated communication in response to customer behavior. Potential use cases:

- a. A customer places an item in their shopping cart or visits event page, but does not complete the transaction: email sent to encourage conversion (consider discount offer) and customer is added to remarketing list for use on Google and Facebook platforms
- b. Hashtag use is detected on social network: automated reply is sent
- c. Customer purchases tickets for a specific genre of show, e.g. jazz: email is sent informing customer of upcoming jazz events
- d. Email is sent days before a performance for which a customer has purchased tickets, offering opportunity to pre-order merchandise, food, or beverage

- e. Email sent after a patron attends a show, encouraging patron to share their experience on social networks; can offer future discount as incentive
5. Ecommerce
 - a. Design and implement an ecommerce solution to allow purchase of add-ons (merchandise, parking, food and beverage, etc.)
 - b. Provide a method to build online storefronts for merchandise specific to performances, with integration with onsite POS system (e.g. Square, atVenu)
 - c. Consider customer journey, given that ticket purchase occurs at ticketmaster.com
6. Data Management
 - a. Explore use of AI, with potential use cases including:
 - Generate predictive insights to inform marketing strategy
 - Automate delivery of personalized content across media channels
 - Enabling a recommendation engine
 - b. Associate all available data points with a user account, to create fulsome customer profiles, including but not limited to:
 - Ticket purchase history
 - Merchandise purchase history
 - Food and beverage purchase history
 - Email opt-in status
 - Website visit history
 - c. Identify KPIs and build processes to collect data throughout the customer journey to measure and optimize
 - Conversion value (across Ticketmaster, Facebook, and Google Ads)
 - ROAS (return on advertising spend)
 - Website analytics (integration with Google Analytics)
 - Allow firing of custom pixels by page, for use by TO Live and third-parties (e.g. external show promoters)
 - Ability to measure conversions and conversion value from ad click, through tolive.com, to Ticketmaster
 - Track and measure customer experience and satisfaction
 - Identify conversion barriers throughout the journey
 - d. Automate the creation of lookalike audiences based on customer behavior
 - e. Comply with applicable data collection and sharing laws, including MFIPPA (Municipal Freedom of Information and Protection of Privacy Act) and PIPEDA (Personal Information Protection and Electronic Documents Act).
 - f. Visualization and Analysis: allow users to view KPI metrics and create visual reports. Facilitate the identification of trends and actionable insights.

3.1.4. Onboard

1. Develop onboarding strategy for TO Live staff, including documentation and personal training sessions, if warranted.
2. Provide ongoing customer success and support, on an as-needed basis
3. Provide plan for internal administration of software updates/patches

3.2. Budget

Total project costs will be considered in the scoring process. Ticketmaster developer partner fees, if applicable, to be borne by the Vendor.

3.2.1. In-Kind and Sponsorship

TO Live represents a compelling opportunity for corporate sponsorship and/or in-kind partnership, with venue audiences of over 500,000 and over 1M web visitors per year. We invite Proponents to consider corporate sponsorship and/or in-kind partnership in their response to help offset fees and support the arts in Toronto.

In-kind or sponsorship is **not required** but will factor into the Proponents' scores. Please refer to Appendix G for further information on this opportunity and associated benefits.

3.3. Timeline

1. Website MVP: launch ASAP. MVP functionality to be determined in coordination with Vendor.
2. Timeline of subsequent phases to be determined alongside Vendor with respect to overall Project scope.
3. Full project completion within 12 months of start.

3.4. Parameters

Future software updates and support should be managed by TO Live IT staff, save for updates to custom Ticketmaster API linkage, if applicable, which must be managed by the Vendor.

3.4.1. Project Management

The Vendor will be responsible for assigning a Project Manager(s) to the project.

3.4.2. Bi-Weekly Reporting

Vendor will provide brief written updates every two weeks to the Project Sponsor regarding project status.

3.4.3. General Note

TO Live reserves the right to reject any or all studies submitted by the Vendor, who then must resubmit a revised study to the satisfaction of the Project Sponsor.

4. Proposal Evaluation and Selection Process

4.1. Selection Committee

All Proposals will be evaluated through a comprehensive review and analysis by a Selection Committee, which will include relevant TO Live staff and stakeholders.

The Selection Committee may at its sole discretion retain additional committee members or advisors.

The aim of the Selection Committee will be to select one (1) Proposal which in its opinion meets TO Live's requirements under this RFP and provides the best overall value to TO Live. The Proposal selected, if any, will not necessarily be the one offering the lowest fees or cost (pricing). Pricing is only one of the components that will be used to determine the best overall value for TO Live.

By responding to this RFP, Proponents will be deemed to have agreed that the recommendation of the Selection Committee will be final.

4.2. Selection Criteria

4.2.1. Submission

- Understanding of project scope of work and approach to the project (methodology)
- Work plan schedule (realistic, appropriate strategy; level of detail)

4.2.2. Firm and Staff Experience

- Previous successful involvement in similar type projects
- Proven cost and schedule control
- Appropriate project type; appropriate technical skills
- Senior project staff
- Support staff (appropriate technical skills and quality of services)
- Sub-contractors: proven ability & technical skills in this project type.

4.2.3. Projects

- Previous successful involvement in three (3) comparable project types in the last five (5) years. (To provide such information, Proponents may complete and submit Form 4: Firm Experience with Similar Projects in the Last Five Years, Summary; found in Appendix D)
- Demonstrated technical ability; appropriate project type.

4.2.4. Proponent's Fees

- The lowest priced Proposal, inclusive of sponsorship and/or in-kind value, receives 25 points; and the remaining Proposals are assigned points based on the following formula:
$$(\text{Lowest priced Proposal divided by price of Proposal}) \times 25$$

4.3. Selection Process

The Selection Committee will score the Proposals using the evaluation table in Appendix E.

If the submission fails any mandatory requirements, the Proposal will be rejected.

The Proposal that achieves the highest total score will be ranked first. In the event of a tie total score, the Proponent achieving the highest score for its technical portion of the Proposal will be ranked first overall.

4.4. Schedule of Events

Date	Milestone
July 23, 2019	RFP issued
July 30, 2019	Deadline for questions
August 6, 2019	Deadline for addenda
August 13, 2019	RFP closing date
August 26 – 30	Meetings with shortlisted Proponents
August 30, 2019	Date evaluation expected to be complete, contract awarded
Sept. 2, 2019	Start of project

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible.

4.5. Clarifications

As part of the evaluation process, the Selection Committee may make requests for further information with respect to the content of any Proposal in order to clarify its understanding of the Proponent's response. The clarification process shall not be used to obtain required information that was not submitted at time of close or to promote a particular Proponent.

The Selection Committee may request this further information from one or more Proponents and not from others.

4.6. Interviews or Demonstrations

A Proponent whose written Proposal has met or exceeded the minimum score for the technical portion of the Proposal or has received a high ranking may be invited to an interview with the Selection Committee, the results of which will be used by the Selection Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Proponent(s). TO Live reserves the right to interview up to a maximum of five (5) top ranked Proponents. The Selection Committee may interview any Proponent(s) without interviewing others, and TO Live will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

The representatives designated by the Selection Committee in its invitation to the Proponent must attend any interview scheduled as part of this evaluation process unless TO Live agrees otherwise in writing and at its sole discretion.

The representative of a Proponent at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.

Where the staff team proposed by the Proponent is an important element in the selection criteria, the staff team proposed shall be present for the interviews.

No Proponent will be entitled to be present during, or otherwise receive any information regarding, any interview with any other Proponent.

Refusal of a Proponent to participate in an interview/demonstration requested by TO Live may, in TO Live's sole discretion, be considered a failure of the Proponent to comply with a mandatory requirement of the RFP and thus subject to disqualification.

4.7. Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee to TO Live's President and CEO for consideration of award.

Proposal evaluation results shall be the property of TO Live and are subject to MFIPPA. Evaluation results may be subject to public release pursuant to MFIPPA.

4.8. Negotiations and Agreement

The award of any Agreement will be at the absolute discretion of TO Live. The selection of a recommended Proponent will not oblige TO Live to negotiate or execute an Agreement with that recommended Proponent.

Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of TO Live.

TO Live shall have the right to negotiate on such matter(s) as it chooses with the recommended Proponent without obligation to communicate, negotiate, or review similar modifications with other Proponents. TO Live shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and TO Live may be settled and the issues concerning implementation may be clarified.

Any Agreement must contain terms and conditions in the interests of TO Live and be in a form satisfactory to TO Live legal counsel. If the Agreement requires TO Live Board approval, then the final Agreement must contain terms and conditions substantially as set out in the Board report authorizing the Agreement. Any Agreement will incorporate as schedules or appendices such part

of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services.

The terms and conditions set out in Appendix B shall be incorporated in any Agreement entered into with the recommended Proponent. These terms and conditions are mandatory and are not negotiable. Any Proponent wishing to request that TO Live consider any changes to the terms and conditions set out in Appendix B must follow the process outlined in section 5 of Appendix A.

If any Agreement cannot be negotiated within thirty (30) business days of notification to the recommended Proponent, TO Live may, at its sole discretion, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

5. Proposal Submission Requirements

5.1. General Overview

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 TO Live's ability to conduct a thorough evaluation. TO Live is interested in Proposals that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.

TO Live prefers that the assumptions used by a Proponent in preparing its Proposal are kept at a minimum and to the extent possible, that Proponents will ask for clarification prior to the deadline for Proponent questions rather than make assumptions. Proponents should also review sections 3 to 6 of Appendix A with respect to asking questions about the RFP. Where a Proponent's assumptions are inconsistent with information provided in the RFP, or so extensive that the total Proposal cost is qualified, such Proponent risks disqualification by TO Live in TO Live's sole discretion.

5.2. Proposal Documentation and Delivery

The documentation for each Proposal:

- a. Must be submitted in a sealed envelope or container (submissions made by fax, telephone, or email will not be accepted) displaying a full and correct return address.
- b. Should be limited to preferably 16 pages (double sided for a total of 32 pages), minimum 11-point font, with unlimited appendices.
- c. Must consist of one (1) original (clearly marked as such on its first page) and preferably four (4) full photocopies of:
 - i. Main Proposal Document as described in the section below titled Proposal Content, including all attachments and appendices as required. (Mandatory)

- ii. Form 1 (Proposal Submission Form, found in Appendix C) completed and signed by an authorized official of the Proponent. This includes the acknowledgement of all addenda received as per Appendix A, item 4. (Mandatory)
- iii. Appendix D completed as indicated. (Mandatory)
- d. Must be completed in a non-erasable medium and signed in ink;
- e. Must not include:
 - i. Any qualifying or restricting statements;
 - ii. Exceptions to the terms and conditions of the RFP that have not be approved through an addendum; or
 - iii. Additional terms or conditions.
- f. Must include references as per section 5.3.5 Subsection (c).
- g. Must be delivered no later than the Closing Deadline to the address noted on the RFP cover page. Delays caused by any delivery service shall not be grounds for any extension of the Deadline, and Proposals that arrive after the Deadline will not be accepted.

5.3. Proposal Content

The Proposal should contain the following items:

5.3.1. Letter of Introduction

Introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP. This should contain the same signature as the person signing the submission forms.

5.3.2. Table of Contents

Include page numbers and identify all included materials in the Proposal submission.

5.3.3. Executive Summary

The Proponents should provide a summary of the key features of the Proposal.

5.3.4. Proponent Profile

Proponents should have the staff and organization to ensure their ability to deliver and support the proposed project.

- a. To permit the Proponent to be evaluated fully as a viable and sound enterprise, include the following information with respect to the Proponent, and if applicable, for each consortium member.
 - i. A profile and summary of corporate history including:
 - date company started
 - products and/or services offered

- total number of employees
 - major clients
 - business partners and the products/services they offer.
- ii. A profile and summary of corporate history of any parents or subsidiaries and affiliates and the nature of the Proponent's relationship to them (i.e., research, financing and so on).
- b. Proponents may use Appendix D, Form 3 to provide such information.
- c. If the Proponent is a member of a consortium, provide a description of the relationship(s) between consortium members. Please note Section 2 of Appendix A regarding consortiums and the requirement that there be a single Proponent.

5.3.5. Experience and Qualifications of the Proponent

It is important that the work be undertaken by a Proponent who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope. In particular, the Proponent should demonstrate the following in its Proposal:

- a. Experience of the Proponent with other comparable projects.
- b. Necessary skills, experience and expertise in the design and delivery of the proposed total Services, 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.
- c. Preferably provide a minimum of three (3) recent references for the purpose of evaluating the Proponent's experience and track record of success. Note that TO Live prefers references for services that are similar to the services being proposed in response to this RFP. Each reference should include:
- i. The identity of the reference client organization
 - ii. A contact name and title, address and telephone number
 - iii. The size and nature of the client's business
 - iv. The number of years dealing with the client
 - v. A description of the project
 - vi. The timing and duration of the Proponent's involvement in the project
 - vii. The services that were provided by the Proponent
 - viii. Date of the project
 - ix. Details regarding the scale of the project
 - x. Client's URL

Proponents may use Appendix D, Form 4 to provide such information.

Please note that where the skills/expertise/experience are being provided by a subcontractor or other legal entity apart from the Proponent, a Proposal that does not include the information requested in this Subsection for each such subcontractor or

other entity will not be awarded full marks during the evaluation process. In providing references, Proponents agree that TO Live can contact the individuals provided as part of the evaluation process. TO Live will make its own arrangements in contacting the references. Substitution of references will not be permitted after the close of the RFP.

5.3.6. 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 Proponent should provide the following in its Proposal:

- a. A list of key staff that the Proponent 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.
- b. Include strategies and individuals that can fulfill the roles and responsibilities for any unforeseen events requiring replacement of team members.
- c. Résumés for proposed individuals included as an appendix to the Proposal.
- d. A statement of any conflict of interest, if applicable. Refer to Appendix A.

Note: The Proponent should submit signed consent forms authorizing the disclosure of personal information to TO Live, or its designated agent(s), for any résumés that are submitted; however, the Proponent will accept all liability if signed consent forms and résumés are not provided to TO Live.

It is important that project individuals with major areas of responsibility be named, with accompanying indication of guaranteed availability. Continuity of key personnel is required, with a contractual obligation for substitutions only with full written approval of TO Live.

5.3.7. Proposed Services

- a. Provide a statement of the Proponent's understanding of project goals and objectives.
- b. Provide a detailed description of how the Proponent intends to achieve the goals and objectives of the project including:
 - i. A brief description outlining why the specific Service(s), technologies, and approach has been recommended
 - ii. The detailed functions/characteristics/specifications of the services, technologies, and approach
 - iii. The deliverables/outcomes that will be provided as part of the project
 - iv. A summary of risks/problems/issues associated with the work and how they will be mitigated.

5.3.8. Work Plan and Deliverables

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

- a. A detailed work plan indicating the project method, schedule, tasks, and deliverables
- b. An estimated overall timeline of the project, including an indication of how soon you could commence work
- c. Key dates for major deliverables, clearly defined in a detailed work plan
- d. Sufficient detail for each deliverable, allowing the reviewers to evaluate the value of the effort expended
- e. Proposed project staffing over the assignment period should include numbers by “classification” for key staff as well as all other staff
- f. Assumptions regarding roles and involvement of TO Live staff and the estimated amount of their time involvement

5.3.9. Cost of Services

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 TO Live staff and adjustments resulting from the correction will be applied to the Total Lump Sum Price quoted on Form 5.

Prices submitted in a Proposal are to be firm for the duration of the RFP process and the term of any resulting Agreement.

All prices must be stated in Canadian dollars. The Proponent shall assume all currency risk.

TO Live shall not be responsible for any additional costs.

The Proponent 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.

The Proponent 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.

All invoices must clearly show HST as a separate value and HST registrant number.

Without restricting the generality of the foregoing, the Proponent acknowledges that, if it is a non-resident person, payments to the Proponent, as a non-resident person, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Proponent, as a non-resident person, provides TO Live with an official letter from Canada Revenue Agency waiving the withholding requirements, TO Live will withhold the taxes it determines are required under the Income Tax Act (Canada).

a. Core Pricing

The Proponent must complete and submit the Price Detail Table (Form 5) located in Appendix D – Supplementary Submission Forms.



The total price quoted must include all labour, profit, other overhead, materials, equipment, licences, analysis, travel, accommodations, communication, transportation and delivery costs (courier, long distance charges, etc.), staff time, TO Live/Vendor meetings (as and where deemed required by TO Live), disbursements, and any/all other operational costs and fees associated with the Services, excluding taxes.

b. Taxes

Harmonized Sale Tax (HST) is to be applied to the prices submitted as specified in the relevant sections of the call document. HST for the supply and delivery of materials/goods is to be shown as additional/separate line items on the Price Schedule and any subsequent invoices.

c. Payment Terms and Discount Schedule

- i. Propose payment terms for Core Pricing. TO Live's standard payment terms are thirty (30) days from receipt of invoice. Final payment terms may be subject to further negotiation.
- ii. Propose any prompt payment discount terms.

If all the correct billing information has been indicated on the invoice, and no acceptable discount for early payment has been offered, TO Live will endeavour to pay within the Vendor's terms from the receipt date of the invoice. Payment terms should be clearly indicated on the invoice, including early payment terms.

TO Live 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 the Corporate Accounts Payable unit. Discount terms for early payment cannot be earlier than fifteen (15) days from receipt date of the invoice by TO Live.

d. Invoice and billing requirements

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to TO Live. 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 Vendor invoices must be addressed and sent DIRECTLY to:

TO Live
Accounts Payable
1 Front St E
Toronto, ON M5E 1B2

Invoice(s) submitted to TO Live must have complete information including:

- i. Name of RFP
- ii. TO Live Purchasing Order number (PO) clearly indicated on the invoice

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

6. Appendices

6.1. Appendix A: RFP Process Terms and Conditions

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1. Proponent's Responsibility

It shall be the responsibility of each Proponent:

- a. to examine all the components of this RFP, including all appendices, forms and addenda;
- b. to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal;
- c. to become familiar, and (if it becomes a successful Proponent) comply, with all of TO Live's Policies.

The failure of any Proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into or Purchase Order issued based on the Proponent's Proposal.

2. Prime Proponent

A Proposal by a consortium of two (2) or more entities may be submitted, but one (1) person or company must be shown as the prime Proponent and be prepared to represent the consortium to TO Live by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of the Agreement.

Where a Proposal is made by a prime Proponent with associate firms working with or under the prime Proponent in either a sub-contracting or consortium relationship, it is required that those associate firms be named in the Proposal.

3. TO Live Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to the TO Live employee(s) designated as "TO Live Contact" in the Notice to Potential Proponents.

No TO Live representative, whether an official, agent or employee, other than those identified as "TO Live Contacts" are authorized to speak for TO Live with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk. Not only shall TO Live not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

From and after the date of this RFP until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any potential Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any TO Live staff, TO Live officials or Board members, other than a communication with the "TO Live Contact" identified on page 1 of this RFP.

Proponents should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the City of Toronto Lobbying

By-law, an offence for which a person is liable to a maximum fine of \$25,000.00 on a first conviction and \$100,000.00 on each subsequent conviction. In addition, TO Live's Procurement Processes provides that any Proponent found in breach of the policy may be subject to disqualification from the call or a future call or calls at the discretion of TO Live.

Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140 shall apply.

For your information, please find below the links to the City's Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement:

- www.toronto.ca/legdocs/municode/1184_140.pdf
- www.toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf

4. Addenda

If TO Live, for any reason, determines that it is necessary to revise any part of this RFP or to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum shall form an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by TO Live.

All Proponents must acknowledge receipt of all Addenda in the space provided on the Proposal Submission Form in Appendix C.

TO Live reserves the right to revise this RFP up to the Closing Deadline.

If any addendum is issued after the Deadline for Issuing Addenda, TO Live may at its discretion extend the Closing Deadline for a reasonable amount of time.

TO Live will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Closing Deadline.

5. Exceptions to Mandatory Requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify TO Live in writing not later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If TO Live wishes to accept the proposed change, TO Live will issue an Addendum as described in the article above titled "Addenda." The decision of TO Live shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by TO Live by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

6. Omissions, Discrepancies and Interpretations

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify TO Live in

writing not later than the deadline for questions. If TO Live considers that a correction, explanation or interpretation is necessary or desirable, TO Live will issue an Addendum as described in the article above titled 'Addenda.' The decision and interpretation of TO Live shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

7. Proponents Shall Bear Their Own Costs

Every Proponent shall bear all costs associated with or incurred by the Proponent in the preparation and presentation of its Proposal including, if applicable, costs incurred for interviews, demonstrations, or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with TO Live, as the case may be.

8. Limitation of Liability

TO Live shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior, or subsequent to, or by reason of the acceptance or the non-acceptance by TO Live of any Proposal, or by reason of any delay in acceptance of a Proposal, except as provided in this RFP.

9. Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted.

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal prior to the Closing Deadline. To affect a withdrawal, a notice of withdrawal must be sent to TO Live Contact and must be signed by an authorized representative of the Proponent. TO Live is under no obligation to return withdrawn Proposals.

A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

10. Binding Proposal

After the Closing Deadline each submitted Proposal shall be irrevocable and binding on Proponents for a period of one hundred and twenty (120) days.

11. Acceptance of Proposals

TO Live shall not be obliged to accept any Proposal in response to this RFP. TO Live may, without incurring any liability or cost to any Proponent:

- a. accept or reject any or all Proposal(s) at any time;
- b. waive immaterial defects and minor irregularities in any Proposals;
- c. modify and/or cancel this RFP prior to accepting any Proposal;
- d. award a contract in whole or in part.

TO Live is relying on the experience and expertise of the Proponent. TO Live reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of TO Live. Proponents and their Affiliated Persons that are currently on a City of Toronto suspended vendor list are not eligible for an award.

12. Verify, Clarify and Supplement

When evaluating proposals, TO Live may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Proposal. TO Live may revisit and re-evaluate the Proponent's Proposal or ranking on the basis of any such information.

If TO Live makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall then form part of the Proposal.

If, in the opinion of TO Live, any Proponent has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Proposal content and submitted price/fees, or all or any or any combination of them, then TO Live may reject its Proposal as not representative of the scope of the services.

13. No Incorporation by Reference

The entire content of the Proponent's Proposal should be submitted in a fixed form and the content of websites or other external documents referred to in the Proponent's Proposal will not be considered to form part of its Proposal.

14. Unbalanced Bids (In this paragraph "Bid" refers to the Proposal)

TO Live may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced.

A bid is materially imbalanced when:

- a. it is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
- b. TO Live had determined that the proposal may not result in the lowest overall cost to TO Live even though it may be the lowest submitted bid; or
- c. it is so unbalanced as to be tantamount to allowing an advance payment.

15. Ownership and Confidentiality of TO Live-Provided Data

All correspondence, documentation and information provided by TO Live staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

- a. is and shall remain the property of TO Live;
- b. must be treated by Proponents and prospective Proponents as confidential;

- c. must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

16. Ownership and Disclosure of Proposal Documentation

- a. The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to TO Live by any Proponent in connection with, or arising out of this RFP, once received by TO Live:
 - i. shall become the property of TO Live and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
 - ii. shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.
 - iii. Because of MFIPPA, Proponents should identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
- b. Each Proponent's name at a minimum shall be made public.
- c. Proposals will be made available to members of the Board provided that their requests have been made in accordance with TO Live's procedure and may be released to members of the public pursuant to MFIPPA.
- d. TO Live will not return the Proposal or any accompanying documentation submitted by a Proponent.

17. Intellectual Property Rights

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless TO Live, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by TO Live brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

18. Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, TO Live may disqualify the Proponent from the RFP and/or from competing for future tenders or RFP issued by TO Live for a period of one (1) year. In addition, TO Live may at its option either:

- a. Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of TO Live shall be null and void; or
- b. Consider that the Proponent has abandoned any Agreement and require the Proponent to pay TO Live the difference between its Proposal and any other Proposal which TO Live accepts, if the latter is for a greater amount and, in addition, to pay TO Live any cost which TO Live may incur by reason of the Proponent's failure or default, and further the Proponent will indemnify and save harmless TO

Live, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent. The Proponent shall be ineligible to submit a new Proposal or bid for any call that TO Live is required to reissue as a result of the Proponent's failure or default or where TO Live deems that the Proponent has abandoned the Agreement.

19. Publicity

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of TO Live.

20. Selection of Top-Ranked Proponent(s)

The top-ranked Proponent(s), as established under the evaluation that are selected by TO Live to enter into an agreement pending award will be so notified by TO Live in writing.

21. Notification to Other Proponents

Once the recommended Proponent(s) is notified of their selection, the other Proponents will be notified by TO Live in writing of the outcome of the RFP process.

22. Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the selection process. All requests must be in writing to the TO Live Contact and must be made within sixty (60) days of notification of the outcome of the selection process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the RFP process.

23. No Contract until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of any goods or services shall be created between the Proponent and TO Live by the RFP process until the selection of the Proponent to provide the deliverables pursuant to an Agreement.

24. Cancellation

TO Live may cancel or amend the RFP process without liability at any time.

25. Bid Protest Procedure

- a. Pre-Award Bid Disputes - Any pre-award dispute must be received in writing by TO Live as soon as possible from the time when the basis for the dispute became known to them, and in cases where a Proponent has been declared non-compliant, no later than five (5) business days after the receipt of such notification.

TO Live may delay an award, or any interim stage of a procurement, pending the acknowledgement and resolution of any pre-award dispute.

TO Live, in consultation with TO Live legal counsel where appropriate, shall conduct a review of the pre-award dispute and determine whether:

- i. To dismiss the pre-award dispute;
 - ii. To accept the pre-award dispute and take the appropriate remedial action, including, but not limited to, reinstating the bidder or proponent into the competition or cancelling the call; or
 - iii. To have TO Live Board decide on the award.
- b. Post-Award Bid Disputes - Post-Award Disputes shall be dealt with by the President and CEO of TO Live, in consultation with TO Live legal counsel.

26. Supplier Code of Conduct

- a. Honesty and Good Faith - Proponents must respond to TO Live's RFP in an honest, fair and comprehensive manner that accurately reflects their capacity to satisfy the requirements stipulated in the RFP. Proponents shall submit a Proposal only if they know they can satisfactorily perform all obligations of the contract in good faith. Proponents shall alert TO Live to any factual errors, omissions and ambiguities that they discover in the RFP as early as possible in the process to avoid the RFP being cancelled.
- b. Confidentiality and Disclosure - Proponents must maintain confidentiality of any confidential TO Live information disclosed to the Proponent as part of the RFP.
- c. Conflicts of Interest and Unfair Advantage - Proponents must declare and fully disclose any actual or potential conflict of interest or unfair advantage related to the preparation of their bid or where the Proponent foresees an actual or potential conflict of interest in the performance of the contract.
- d. Collusion or Unethical Bidding Practices - No Proponent may discuss or communicate, directly or indirectly, with any other Proponent or their Affiliated Persons about the preparation of their bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other supplier making a submission for the same work. Proponents shall disclose to TO Live any affiliations or other relationships with other Proponents that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.
- e. Illegality - A Proponent shall disclose to the Buyer any previous convictions of itself or its Affiliated Persons for collusion, bid-rigging, price-fixing, bribery, fraud or other similar behaviours or practices prohibited under the Criminal Code, the Competition Act or other applicable law, for which they have not received a pardon.
- f. Interference Prohibited - No Proponent may threaten, intimidate, harass, or otherwise interfere with any TO Live employee or Board Member in relation to their procurement duties. No Proponent may likewise threaten, intimidate, harass, or otherwise interfere with an attempt by any other prospective Proponent to bid for a TO Live contract or to perform any contract awarded by TO Live.

- g. Gifts of Favours Prohibited - No Proponent shall offer gifts, favours or inducements of any kind to TO Live employees or Board Members, or otherwise attempt to influence or interfere with their duties in relation to the RFP or management of a contract.
- h. Misrepresentations Prohibited - Proponents are prohibited from misrepresenting their relevant experience and qualifications in relation to the RFP and acknowledge that TO Live's process of evaluation may include information provided by the Proponent's references as well as records of past performance on previous contracts with TO Live or other public bodies.
- i. Prohibited Communications - No Proponent, or Affiliated Person, may discuss or communicate either verbally, or in writing, with any TO Live employee, Board Member, or the media in relation to any solicitation between the time of the issuance of the RFP to the award and execution of final form of contract, unless such communication is with TO Live and is in compliance with Chapter 140, Lobbying of the Municipal Code.
- j. Failure to Honour Bid - Proponents shall honour their bid, except where they are permitted to withdraw their bid in accordance with the process described in the RFP. Proponents shall not refuse to enter into a contract or refuse to fully perform the contract once their bid has been accepted by TO Live.
- k. Proponent Performance - Proponents shall fully perform their contracts with TO Live and follow any reasonable direction from TO Live to cure any default. Proponents shall maintain a satisfactory performance rating on their contracts with TO Live and other public bodies to be qualified to be awarded similar contracts.
- l. Disqualification for Non-Compliance with Supplier Code of Conduct - Proponents shall be required to certify compliance with the Supplier Code of Conduct in the RFP Submission Form 1 (Appendix C), with their bid and verify compliance, upon request from the Buyer, prior to award. Any contravention of the Supplier Code of Conduct by a Proponent, including any failure to disclose potential conflicts of interest or unfair advantages, may be grounds for TO Live to disqualify a Proponent from the RFP and suspend the Proponent from future procurements.

27. Governing Law and Interpretation

The terms and conditions in this Appendix A - Terms and Conditions of RFP Process:

- a. Are included for greater certainty and intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- b. Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- c. Are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

6.2. Appendix B: Agreement Terms and Conditions

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Note to Appendix:

The terms set out in this Appendix shall be incorporated in any Agreement entered into with the recommended Proponent substantially in the form as presented in the Appendix. These terms are mandatory and are not negotiable. Any Proponent wishing to request that TO Live consider any changes to the terms and conditions set out in Appendix B must follow the process outlined in section 5 of Appendix A.

1. Compliance with Laws

The Vendor will be required to comply, at its sole expense, with all federal, provincial and municipal laws, rules and regulations (including, without limitation, policies or by-laws applicable to TO Live's vendors, the Ontario Fire Code, the Ontario Employment Standards Act, the Ontario Human Rights Code, the Ontario Labour Relations Act, the Workplace Safety and Insurance Act, the Income Tax Act and Occupational Health and Safety requirements) in relation to the provision of any Services, including the obtaining of all necessary permits and licences, and shall submit proof of such compliance to TO Live, upon request, and the Vendor shall indemnify and save TO Live harmless from any liability or cost suffered by it as a result of the vendor's failure to comply with this provision.

2. Non-Exclusivity

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

3. Confidentiality

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

4. Conflict of Interest

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to TO Live 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 TO Live to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, TO Live may immediately terminate the Agreement upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by TO Live to resolve or manage a Conflict of Interest; or (c) the Vendor's Conflict of Interest cannot be resolved to TO Live's reasonable satisfaction.

5. Indemnities

The Vendor shall indemnify and save harmless TO Live staff, its Board Members, the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (including legal fees and costs) arising from or related to the Vendor's performance or non-performance of its obligations, including payment obligations to its approved subcontractors and suppliers and others, and including breach of any confidentiality obligations under this Agreement.

Upon assuming the defence of any action covered under this section, the Vendor shall keep TO Live reasonably informed of the status of the matter, and the Vendor shall make no admission of liability or fault on TO Live's part without TO Live's written permission.

6. Intellectual Property Indemnity

The Vendor shall indemnify and save harmless TO Live staff, its Board Members, the City of Toronto, its Mayor, Members of Council, officers, employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgments (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.

7. Employment & WSIB Indemnity

Nothing under this Agreement shall render TO Live responsible for any employment, benefit or termination liability (including those under or in connection with the Workplace Safety and Insurance Act, 1997 or any successor legislation ("WSIA")), whether statutorily required, at common law or otherwise, resulting from Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor. In the event that employment related costs, or other related responsibility falls to TO Live for any reason whatsoever, the Vendor agrees to indemnify TO Live for such costs.

8. No Assignment

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

9. Subcontractors

The Vendor shall be solely responsible for the payment of every subcontractor employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under the Agreement. The Vendor shall coordinate the services of its subcontractors in a manner acceptable to TO Live, and ensure that they comply with all the relevant requirements of the Agreement.

The Vendor shall be liable to TO Live for all costs or damages arising from acts, omissions, negligence or wilful misconduct of its subcontractors.

10. Personnel and Performance

The Vendor shall make available appropriately skilled workers, consultants or subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery and supplies to carry out the project.

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

The Vendor shall ensure that its personnel (including those of approved sub-contractors), when using any TO Live buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

Personnel assigned by the Vendor to perform or produce the Services or any part of it, (including those of approved subcontractors) may, in the sole discretion of TO Live, be required to sign non-disclosure Agreement(s) satisfactory to TO Live before being permitted to perform such services.

11. Independent Contractor

The Vendor and TO Live agree and acknowledge that the relationship between TO Live and the Vendor is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Vendor and TO Live.

12. Insurance

The Vendor agrees to purchase and maintain in force, at its own expense and for the duration of the Services, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to TO Live. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to TO Live prior to the commencement of Services:

- a. Commercial General Liability provided that the policy:
 - i. is in the amount of not less than Two Million Dollars (\$2,000,000.00), per occurrence;
 - ii. adds TO Live as an additional insured;
 - iii. includes Non-Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the Services;
 - iv. includes a clause which will provide TO Live with thirty (30) days' prior written notice of cancellation (15 days if cancellation is due to non-payment of premium).
- b. Professional Liability (errors and omissions) coverage provided that the policy:
 - i. is in the amount of not less than One Million Dollars (\$1,000,000.00);
 - ii. will extend to infringement of copyright and other intellectual property, including misuse of trade secrets, if appropriate.

Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period of time ending no sooner than two (2) years after the termination or expiry of this Agreement, as the case may be.

- c. Automobile Liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) for all owned or leased licensed motorized vehicles used in the performance of Services.

It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Vendor in the performance of the Services. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the Vendor. At the expiry of the policies of insurance, original signed Certificates evidencing renewal will be provided to TO Live without notice or demand.

The Vendor is responsible for any loss or damage whatsoever to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment. The Vendor shall have no claim against TO Live or TO Live insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against TO Live.

13. Warranties and Covenants

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

14. Third Party Software

Where TO Live is in possession of software containing or constituting confidential proprietary information belonging to third parties, the Vendor shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of TO Live,

- a. analyze, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or
- b. divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use, of such software.

The Vendor shall fully defend, save harmless and indemnify TO Live from and against any loss or damages suffered by TO Live as a result of any failure by the Vendor, its officers, directors, partners, contract personnel, agents and employees or any of them to comply with the provisions hereof.

Should the Vendor include third party components within the Services, the Vendor must secure the rights to use and repackage third party components and pass on those rights to TO Live without additional charges.

15. Ownership of Intellectual Property and Deliverables

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

16. Payment Schedule

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

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

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

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

The Vendor shall be solely responsible for the payment of all personnel costs including statutory and otherwise (including without limitation subcontractors and suppliers and their respective personnel) made available by it and used for performance of any of the Services.

17. Termination Provisions

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

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

All rights and remedies of TO Live for any breach of the Vendor's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to TO Live under the Agreement or otherwise at law.

No delay or omission by TO Live in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by the Vendor in performance of the Agreement shall be delivered to TO Live in a clean and readable format.

18. Right to Audit

TO Live may audit all financial and related records associated with the terms of the Agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Vendor. The Vendor shall at all times during the term of the Agreement, and for a period of seven (7) years following completion of the Agreement, keep and maintain records of the work performed pursuant to this Agreement. This shall include proper records of invoices, vouchers, timesheets, and other documents that support actions taken by the Vendor. The Vendor shall at his own expense make such records available for inspection and audit by TO Live at all reasonable times.

19. Liquidated Damages

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

20. Right to Retain Monies

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

21. Occupational Health and Safety

- a. The Vendor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c.O.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- b. Nothing in this section shall be construed as making TO Live the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the Services, either instead of or jointly with the Vendor.
- c. The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the Services and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the Services.
- d. The Vendor acknowledges and represents that:
 - i. The workers employed to carry out the Services have been provided with training in the hazards of the Services to be performed and possess the knowledge and skills to allow them to work safely;

- ii. The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
 - iii. The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
 - iv. The Vendor has in place an occupational health and safety, workplace violence and workplace harassment policies in accordance with the OHSA; and
 - v. The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.
- e. The Vendor shall provide, at the request of the President and CEO or his designate, the following as proof of the representations made in paragraph d(i) and d(iv):
 - i. Documentation regarding the training programs provided or to be provided during the Services (i.e. types of training, frequency of training and re-training); and
 - ii. The occupational health and safety policy.
- f. The Vendor shall immediately advise the President and CEO or his designate in the event of any of the following:
 - i. A critical injury that arises out of Services that is the subject of this Agreement;
 - ii. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the Services that is the subject of this agreement;
 - iii. A charge is laid or a conviction is entered arising out of the Services that is the subject of this Agreement, including but not limited to a charge or conviction under the 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, Schedule A, as amended.
- g. The Vendor shall be responsible for any delay in the progress of the Services as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the Services or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to TO Live.
- h. The parties acknowledge and agree that employees of TO Live, including senior officers, have no authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Vendor do work or perform a task that is the subject of this Agreement.

22. Workplace Safety and Insurance Act

The Vendor shall secure, maintain and pay all costs for Workplace Safety and Insurance Board ("WSIB") workers' compensation coverage for its employees providing Services under this Agreement, whether required statutorily or not under the Workplace Safety and Insurance Act, 1997.

The Vendor represents and warrants that it shall be in good standing with the WSIB throughout the term of this Agreement. Prior to supplying the Services and prior to receiving payment, the Vendor shall produce a Clearance Certificate issued by the WSIB confirming that the Vendor has paid its assessment based on a true statement of the amount of its current payroll in respect of the Services and that TO Live is relieved of financial liability. Thereafter, throughout the period of Services being supplied, a new Clearance Certificate will be obtained from the WSIB by the Vendor and provided to TO Live every ninety (90) days or upon expiry of the Certificate's validity period whichever comes first.

The Vendor shall ensure that any and all persons, including but not limited to volunteers, students, subcontractors and independent contractors, providing services under this Agreement, have secured WSIB coverage, whether required statutorily or not, for the term of this Agreement.

23. Accessibility Standards and Customer Service Training Requirements

The Vendor must ensure that all deliverables conform to the requirements of the Accessibility for Ontarians with Disabilities Act, 2005.

6.3. Appendix C: Standard Submission Forms

6.3.1. Form 1: Proposal Submission Form

FORM 1

PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL NO. 2019-XXX

DATE:

CLOSING: August 13, 2019 at 12 PM, Local Toronto Time

1. PROPONENT INFORMATION

Please complete the following form and name one (1) authorized person to be the contact for the procurement process and for any clarifications or amendments that might be necessary.

Full Legal Name of Proponent:

Any Other Trade Name under Which the Proponent Carries on Business:

Street Address:

City, Province/State:

Postal Code:

Phone Number:

Fax Number:

Company Website (If Any):

Contact Person and Title:

Contact Phone:

Contact Facsimile:

Contact E-mail:
2. REQUEST FOR PROPOSAL TERMS, CONDITIONS AND SPECIFICATIONS

By signing this form, the Proponent agrees that if selected to provide the goods and/or services described in this Request for Proposal document, they will provide those goods and/or services in accordance with the terms, conditions, and specifications contained in the Request for Proposal document and in accordance with the Proponent's proposal submission.
3. POLICIES

The Proponent has read, understood and agrees to comply with TO Live's policies, practices and statements. Without limiting the Proponent's acknowledgement of TO Live's general procurement policies, by signing this

form, the Proponent acknowledges and certifies that the Proponent, and any of its proposed subcontractors, will provide the goods and/or services in compliance with the following specific policies:

3.1. DECLARATION OF COMPLIANCE WITH TO LIVE'S SUPPLIER CODE OF CONDUCT

By signing this form, the Proponent acknowledges that it has read and understands its obligations under the Toronto Supplier Code of Conduct and further certifies that the Proponent, and any of its proposed subcontractors, will provide the Services in compliance with Toronto's Supplier Code of Conduct.

Refer to the Supplier Code of Conduct in Article 13 of Chapter 195, Purchasing, of the Toronto Municipal Code.

3.1.1 PROHIBITION AGAINST COLLUSION AND UNETHICAL BIDDING

If the box below is left blank, the Proponent will be deemed to declare that it had no affiliation or other relationships with other Proponents that might be seen to compromise the principle of fair competition, including any proposed subcontracting relationships.

If the Proponent declares an affiliation or other relationship with other Proponents that might be seen to compromise the principle of fair competition, the Proponent must set out the details below:

Refer to the Supplier Code of Conduct in Section 3.1 of Form 1 of this RFP.

3.1.2 PROHIBITION AGAINST ILLEGALITY

If the box below is left blank, the Proponent will be deemed to declare that it has no previous convictions of itself or affiliated persons for collusion, bid-rigging, price-fixing, bribery, fraud, or other similar behaviors or practices prohibited under the *Criminal Code*, the *Competition Act*, or other applicable law, for which the Proponent has not received a pardon.

If the Proponent declares that it has previous convictions of itself or affiliated persons, the Proponent must set out the details below:

Refer to the Supplier Code of Conduct in Section 3.1 of Form 1 of this RFP.

3.1.3 CONFLICTS OF INTEREST OR UNFAIR ADVANTAGE

For the purposes of this section, the term "Conflict of Interest" means

- a. In relation to the procurement process, the Proponent has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of TO Live in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing

preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or

- b. In relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Potential Conflicts of Interest or unfair advantage include, but are not limited to:

1. Engaging current or former TO Live employees or Board Members to take any part in the preparation of the proposal or the performance of the contract if awarded, any time within two (2) years of such persons having left the employ or Board of TO Live;
2. Engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the procurement process or performance of the contract, if awarded;
3. Prior involvement by the supplier or affiliated persons in developing the technical specifications or other evaluation criteria for the solicitation;
4. Prior access to confidential TO Live information by the supplier, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Proponents; or
5. The Proponent or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with TO Live in relation to a previous contract.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in connection with preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP process.

The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the procurement.

If the Proponent declares an actual or potential Conflict of Interest, the Proponent must set out the details below:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; AND (b) were employees of TO Live and have ceased that employment within twenty-four (24) months prior to the Submission Deadline:

Name of Individual: _____

Job Classification: _____

Department: _____

Last Date of Employment with TO Live: _____

Name of Last Supervisor: _____

Brief Description of Individual's Job Functions: _____

Brief Description of Nature of Individual's Participation in the Preparation of Proposal: _____

(Repeat above for each identified individual. Proponents may include this information on a separate sheet if more space is required)

The Proponent agrees that, upon request, the Proponent shall provide TO Live with additional information from each individual identified above in a form prescribed by TO Live.

3.2 DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY

Organizations/individuals in Ontario, including TO Live and the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, TO Live also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under TO Live policy. Individuals are obliged to refrain from harassment/hate activity.

TO Live requires all organizations and individuals that contract with TO Live to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

Declaration:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under TO Live and City policies which prohibit harassment/ discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of TO Live, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow TO Live to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of TO Live, in consultation with TO Live Legal Services, may result in the termination of the contract.

3.3 ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING REQUIREMENTS POLICY

The Proponent acknowledges that it shall deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

4. DISCLOSURE OF INFORMATION

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the TO Live to its advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

The proponent shall provide TO Live with *ongoing disclosure*, should the proponent be awarded a contract and any of the information provided above change.

5. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE

I/WE ACKNOWLEDGE THE RECEIPT OF ALL ADDENDA ISSUED:

ADDENDUM No(s). ____ to ____ DATED ____ to ____ .

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

I have authority to bind the Proponent and attest to the accuracy of the information provided in this proposal.



THIS FORM (5 PAGES) MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED NON-COMPLIANT.

6.3.2. Form 2: Notice of “No Submission”

FORM 2

REQUEST FOR PROPOSAL NO. 2019-XXX

Date:

CLOSING: August 13, 2019 at 12 PM, Local Toronto Time

IMPORTANT - PLEASE READ THIS

It is important to TO Live to receive a reply from all invited Proponents. There is no obligation to submit a Proposal; however, should you choose not to submit, completion of this form will assist TO Live in determining the type of services you are interested in submitting a Proposal to in the future.		
INSTRUCTIONS: If you are unable, or do not wish to submit a Proposal on this Request for Proposal, please complete the following portions of this form. State your reason for not submitting a Proposal by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposals documents.		
1. We do not offer this service.	☐	Other reasons or additional comments:
2. We do not offer services to these requirements.	☐	
3. Unable to offer services competitively.	☐	
4. Cannot handle due to present commitments.	☐	
5. Quantity/project too large.	☐	
6. Cannot meet delivery/completion requirements.	☐	
7. Licensing restrictions.	☐	
Do you wish to participate in Request for Proposals for services in the future? YES ____ NO ____		
For TO Live's use only - Do not write in this space.	Company Name:	
	Address:	
	Signature of Company Representative:	
	Position:	
	Date:	Tel. No.: Email:

Send by email: michael.pietrocarlo@tolive.com

6.4. Appendix D: Supplementary Submission Forms

6.4.1. Form 3: Proponent Information

Proponents are requested to provide all information on this form. Attach additional forms as necessary. See sections 5.3.4 and 5.3.6.

FORM 3

NAME OF PRACTICE: _____

Years in Practice: _____

Staff Contact Name: _____

Title: _____

Telephone: _____ No. of staff: _____

Principals: _____

SUPERVISORY STAFF TO BE ASSIGNED TO THE PROJECT *(append brief resumes)*

Name: _____

Title/Role: _____

Name: _____

Title/Role: _____

PROFESSIONAL DESIGN TEAM & PERSONNEL - Name of Firm/Personnel to be assigned *(provide experience information relevant to this project type):*

Marketing: _____

Development: _____

Design: _____

Other: _____

6.4.3. Form 4: Experience with Similar Projects in the Last Five Years, Summary

*Proponents are requested to provide all information listed below for a **minimum of three projects** using this format. Additional information and forms may be appended as needed. See section 5.3.5.*

FORM 4		REQUEST FOR PROPOSAL NO. 2019-XXX	
Date:			
CLOSING: August 13, 2019 at 12 PM, Local Toronto Time			
1. Project:		Date:	
Brief Scope:			
Key Staff involved:			
Associated Sub-consultants:			
Owner:			
Refer to:		Tel:	
2. Project:		Date:	
Brief Scope:			
Key Staff involved:			
Associated Sub-consultants:			
Owner:			
Refer to:		Tel:	
3. Project:		Date:	
Brief Scope:			
Key Staff involved:			
Associated Sub-consultants:			
Owner:			
Refer to:		Tel:	
4. Project:		Date:	
Brief Scope:			
Key Staff involved:			
Associated Sub-consultants:			
Owner:			
Refer to:		Tel:	

6.4.4. Form 5: Pricing Detail Table

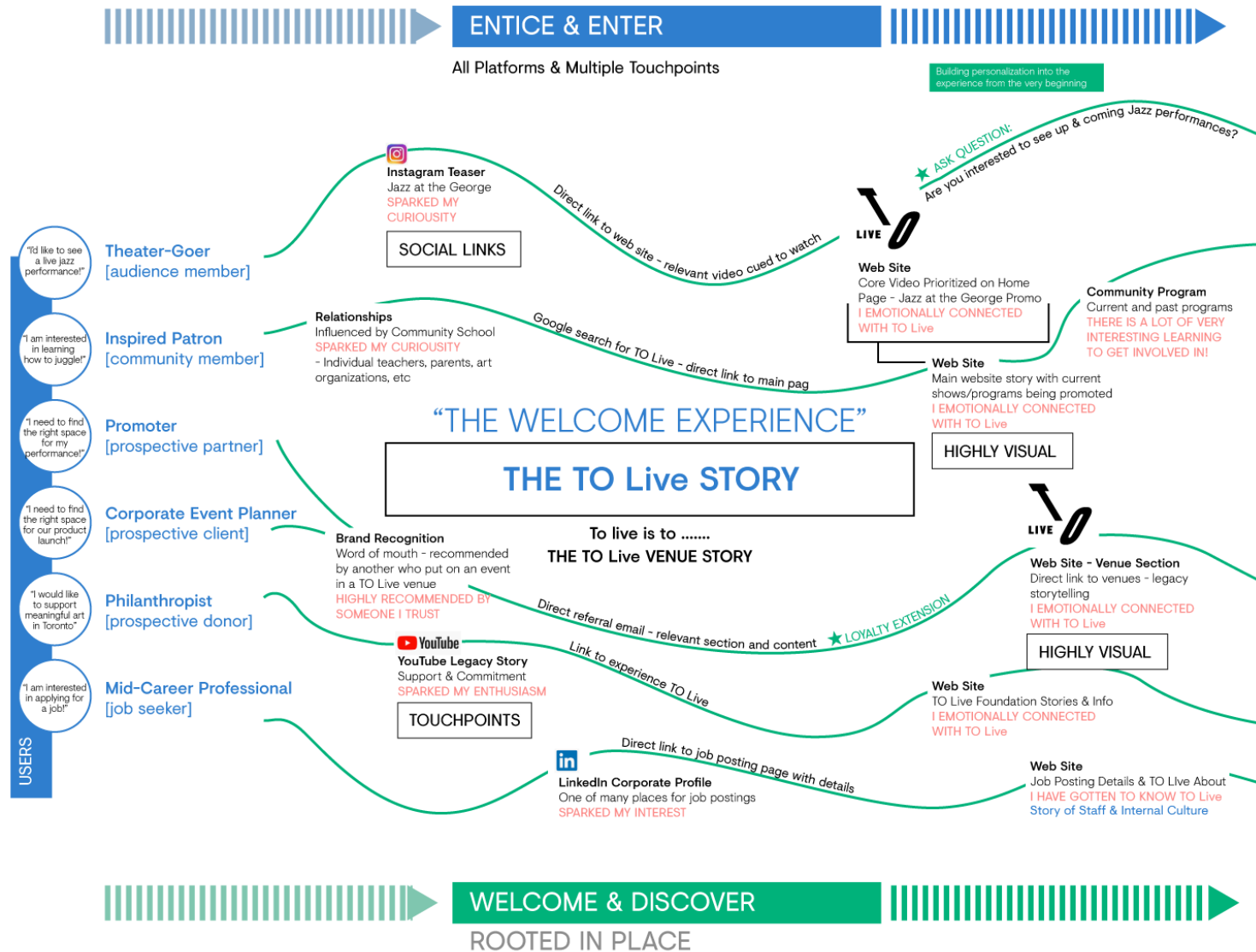
This form must be included with submission. For instructions on completing this form, see section 5.3.9.

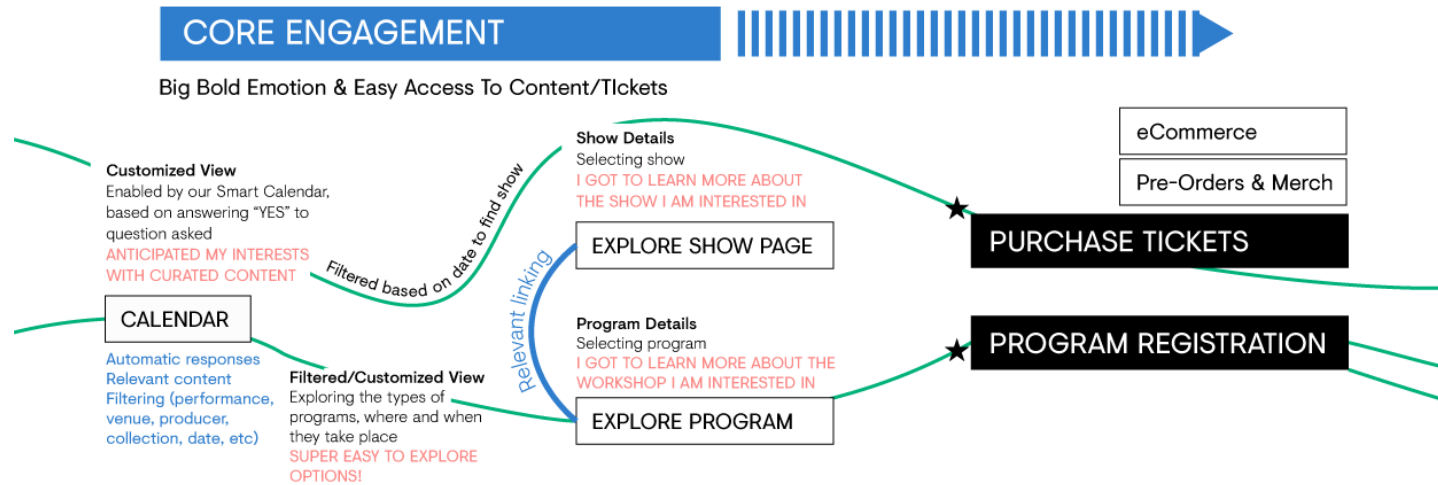
FORM 5	
REQUEST FOR PROPOSAL NO. 2019-XXX	
Date:	
CLOSING: August 13, 2019 at 12 PM, Local Toronto Time	
The fee schedule for the entire scope of work is to be broken down as follows:	
Total Fee per Scope of Work	\$
Contingency Allowance:	\$
Sub-Total (Total plus Contingency Allowance):	\$
HST:	\$
Total Lump Sum Fee (Canadian Dollars)	\$

6.5. Appendix E: Proposal Evaluation Table(s)

Criteria	Score	Maximum Points
<i>Submission</i> - Understanding of project scope of work and approach to the Project (methodology) - Work Plan and schedule (realistic, appropriate strategy, level of detail) - Understanding of TO Live business model and strategic goals		20
<i>Technology</i> - Functionality of proposed technology build - Ability of proposed build to meet business goals - Ease of adoption, implementation, and onboarding - Ease of future expandability		20
<i>Firm and Staff Experience</i> - Previous successful involvement in similar type projects - Experience, skills, and quality of service of Project staff - Continuity of staff throughout Project - Sub-consultants: proven ability & technical skills in this project type		15
<i>ROI</i> - Estimated return on investment - Total cost of ownership, considering ongoing maintenance and support		10
<i>Projects</i> - Previous successful involvement in similar project types - Demonstrated technical ability and approach to achieving business goals - Proven cost and schedule control		15
<i>Fee</i> - Lowest fee (inclusive of any sponsorship and/or in-kind value the proponent is willing to offer) receives 20 points - The remaining proposals are assigned points based on the following formula: (lowest fee proposal divided by price of next proposal) x 25		20
Total Points		100

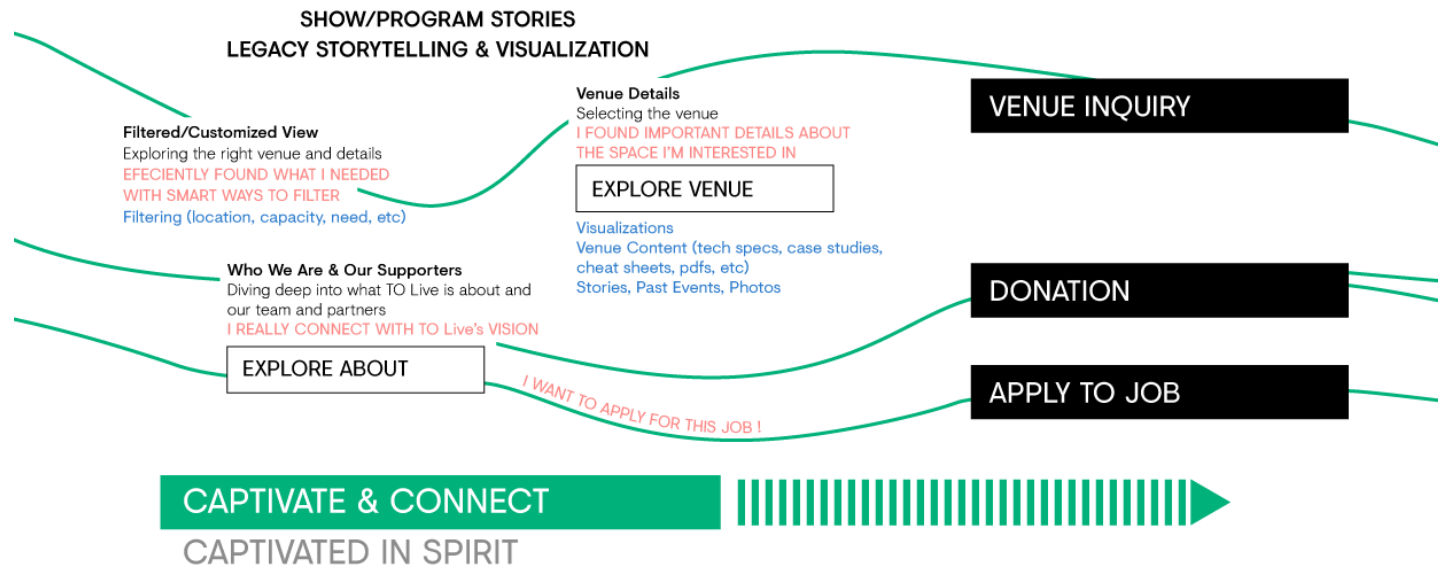
6.6. Appendix F: Experience Map

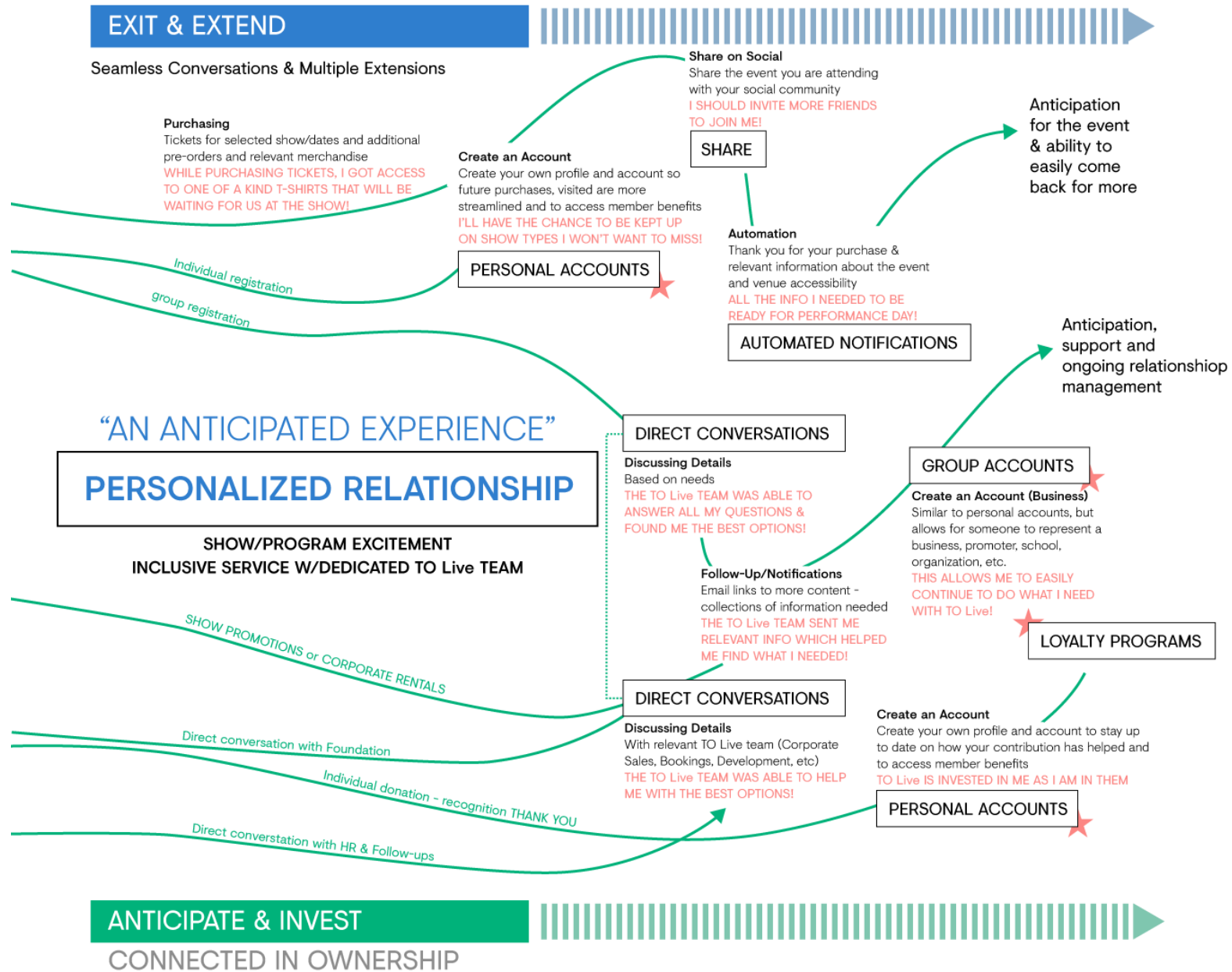




"AN EXPERIENCE OF PERFORMANCE"

CAPTIVATING STORYTELLING





6.7. Appendix G: Sponsorship/In-Kind Partnership Overview

“TO Live powered by ...”

Become the Official Technology Partner of TO Live, with unprecedented opportunities:

- Have products/services featured in a manner that enhances the TO Live experience for all patrons and members with branded assets and activation spaces
- Reward existing and engage potential new customers with unparalleled entertainment and hosting opportunities
- Demonstrate commitment to arts and culture to the benefit of the greater community

Reach a Captive Audience of Decision Makers

- Partner’s profile and digital services will be featured across all venues in a manner that enhances the experience of all TO Live patrons and members, providing a very effective platform for new customer acquisition as well as building lasting brand affinity.
- Partner can actively and authentically engage patrons through the more than 150 shows and 30 corporate events managed/produced by TO Live annually. Along with third-party performances, events, and activities; total in-person engagement has a reach of over 540,000 across all venues, plus over 1 million web visitors per year.

Benefits

Branding and Advertising

- Acknowledgement as the Official Technology Partner on select digital venue signage
- Recognition on marketing and promotional materials of TO Live-produced programming
- Recognition on TO Live website with links to sponsor website
- Full-page ad placement in all TO Live house programs at all venues

Business Building

- TO Live will work with partner to create and extend offers and rewards related to programming and ticket access to its customers

Activation

- Ability to feature activation pop-ups at venues

Ticketing and Hosting

- Access to performance tickets (number of tickets to be determined)
- Access to best-of-house seating and ticket access before public sale, subject to availability

Venue Usage

- Opportunities to book TO Live facilities or select spaces, rent-free with additional days at a preferred rate (subject to availability; staffing and ancillary costs apply).

All benefits to be negotiated based on amount of contribution. Partnership fee or annual in-kind contribution to be determined.



ADDENDUM No. 1

Request for Proposal No. 2019-011 DIGITAL MARKETING TRANSFORMATION

July 30, 2019

This addendum amends and forms part of the contract documents for the above noted Tender Document.

Questions from bidders

1. **Does TO Live have a desired platform to accommodate donations to the TO Live Foundation?**

Answer: TO Live is looking for a Vendor with sufficient knowledge to make a recommendation among available platforms, and work collaboratively to evaluate and select one that is the best fit for business needs. TO Live is currently not considering any specific donation platforms.

2. **Are proponents invited to propose a holistic solution that includes hosting?**

Answer: Hosting may be included as part of a proposal; however, it is not required.

3. **Are new logos already being designed to accommodate the venue name changes? Is there any desire for proponents to include logo development in proposals?**

Answer: New logos have already been developed. Design of same is out of scope of this RFP.

4. **How restricted will the chosen vendor be in utilizing TO Live's Experience Consultant's proposed web design navigation and themes? Are these simply parameters to build upon or will the vendor be confined to utilizing the exact navigation and theme?**

Answer: TO Live will certainly consider alternate UI designs. While some deliverables from the Experience Consultant should be expanded upon rather than reworked; design and themes are open to advisement.

5. **Does TO Live intend to integrate a third-party software into the new website to accommodate corporate rental bookings, or will a form suffice?**

Answer: The corporate customer journey will provide insight into this decision. We are open to either approach.

6. Considering TO Live’s marketing strategy to support ‘rental programming’ through “creating event-based web pages”; would a robust template which would be visually driven, that could be easily updated by TO Live staff to meet the needs of each specific event support this strategy? Would TO Live would be responsible for the on-going design of these event-based web pages, not the selected vendor?

Answer: Yes, though multiple templates are preferable, and preferable still is the ability to easily customize/create our own. Correct: TO Live would be responsible for ongoing design.

7. Section 3.1.3, 1.a of the RFP states “Prioritize website as first deliverable, releasing an MVP within 4 weeks.” Can TO Live expand on what exactly this means.

Answer: We aim to build tolive.com as a functional MVP by early October. Understanding the ambition of such, we have some flexibility in terms of design and functionality and are willing to work collaboratively with the vendor to determine what’s possible.

8. Will the new website integrate with an email marketing tool like Constant Contact or MailChimp? This type of tool would be necessary for many of the listed marketing needs.

Answer: Yes; here again TO Live encourages the Vendor recommend which email marketing tool(s) would best fit the needs and scope of the business. MailChimp and a proprietary solution from Ticketmaster are currently used.

9. Does TO Live have an idea of which Ticketing Vendor/eCommerce solution could be considered in the future? i.e. Spektrix, Tessitura etc.

Answer: Not at this time.

10. Is TO Live open to the integration of a third-party eCommerce solution for the purchase of add-ons rather than a custom development?

Answer: Yes. Both approaches have their advantages; TO Live would look to the vendor to make a recommendation according to business needs, scope, and budget.

11. As it is imperative that specific third-party tools are properly evaluated to ensure that they meet the specific business requirements of your organization. Can you please provide the Marketing Automation, eCRM and Data Management tools that TO Live is considering so that vendors can explore integration opportunities? Much of the desired functionalities listed in the RFP about automation, personalization and data management would be dependent on the selected third-party tools.

Answer: TO Live is not bound to any specific tools/platforms/systems. Our expectation is that the vendor will make recommendations and help TO Live evaluate which third-party solutions to implement, according to prioritized business needs and budget.

End of Addendum 1



ADDENDUM No. 2

Request for Proposal No. 2019-011 DIGITAL MARKETING TRANSFORMATION

August 9, 2019

This addendum amends and forms part of the contract documents for the above noted Tender Document.

Extended Project and Proposal Timelines

Website

TO Live understands that the desire to have an MVP website by October, as stated in the RFP, may be unfeasible.

To that end, we are open to alternate suggestions on how to approach the requirement. Examples may include:

- A temporary reskin of current web properties while a new website is developed
- An MVP built on a “no-code” platform
- An MVP with minimal content and functionality
- Revised deliverable date

Proponents are encouraged to consider these potential approaches when developing their own approach.

Proposal Due Date and Schedule of Events

To allow for the above considerations, the deadline for receipt of Proposals has been extended from August 13 to **12:00 Noon (local Toronto time) on Monday, August 26, 2019.**

Section 4.4, Schedule of Events, is amended as follows:

Original Date	Event	Revised Date
July 23, 2019	RFP issued	n/a
July 30, 2019	Deadline for questions	August 14, 2019
August 6, 2019	Deadline for addenda	August 16, 2019
August 13, 2019	RFP closing date	August 26, 2019
August 26 – 30	Meetings with shortlisted Proponents	Aug 28 – Sep 6
August 30, 2019	Date evaluation expected to be complete, contract awarded	Sep 9, 2019
Sept. 2, 2019	Start of project	Sep 16, 2019

End of Addendum 2