

REQUEST FOR PROPOSAL (RFP)

MARKETING STRATEGY AND MARKETING IMPLEMENTATION PLAN DEVELOPMENT



DUKE HEIGHTS BUSINESS IMPROVEMENT AREA | INFO@DUKEHEIGHTS.CA

September 27, 2024

RFP FOR THE DEVELOPMENT OF A COMPREHENSIVE MARKETING STRATEGY AND MARKETING IMPLEMENTATION PLAN.

1. INTRODUCTION

1.1 ABOUT THE DUKE HEIGHTS BIA

DUKE Heights is a Business Improvement Area (BIA) in the City of Toronto. Our membership includes an estimated 4,500 registered businesses with more than 32,000 employees. Our boundaries extend from Dufferin Street to Keele Street (East-West) and from Steeles Ave. to Sheppard Ave. West (North-South).

The DUKE Heights BIA (DHBIA) is the second largest out of over 270 BIAs in Ontario, with an estimated assessment of \$2.5 Billion and Annual operating budget of \$3.313 million (2024).

The BIA's primary objective is to promote the potential of the area, provide support to businesses in the area and inject new resources to tap into the potential of this employment district.

Further information about the BIA is available at <https://dukeheights.ca/> or by contacting atul@dukeheights.ca.



**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

1.2 OUR MANDATE

- To improve the business area for the benefit of our members
- To become a centre for commerce and a hub of activity for the Southern Ontario region.
- To improve the infrastructure, security, cleanliness, and public realm of the area.
- To advocate for the businesses of our area.

The DUKE Heights BIA like others is governed by the Toronto Municipal Code, Chapter 19. More information can be found on the BIA authority at the following link: https://www.toronto.ca/legdocs/municode/1184_019.pdf.

1.3 PURPOSE OF THIS RFP

The DUKE Heights BIA, which is strategically positioned in Toronto and Southern Ontario and has many competitive advantages, wants to ensure that the area is effectively marketed to achieve the following goals:

1. Enhance the image of the BIA. (A positive and unique image as a business district, place to work, place for shopping or entertainment.)
2. Ensure that our target market understands who we are and can associate the brand with the area and organisation. Our target market includes:
 - a. Businesses in the BIA
 - b. Businesses and investors looking for a place to start/move a business or otherwise invest.
 - c. Current and potential employees of businesses in the BIA,
 - d. Current and potential consumers of businesses in the BIA.
3. Attract new businesses or investment into the BIA.
4. Attract Iconic businesses or development to the BIA.
5. Ensure that the Brand and Area:
 - a. Are recognized throughout Toronto, Southern Ontario and further afield.
 - b. Are linked to a distinct image.

This RFP therefore aims to identify and select a firm which can develop a comprehensive marketing strategy and detailed implementation plan for the BIA. In order to develop the comprehensive marketing strategy, it is expected that a certain amount of independent research will need to be carried out to inform the content and structure of the marketing strategy.

In addition to self-directed research, the following are some of the questions posed by the Board which require further research and analysis as inputs into the final strategy:

- A. Why are we not using BIA strengths to attract new and more, businesses and investment to the area?
- B. Why are investors/businesses unaware of our area's connectivity? (e.g. Go Barrie Line, Subway, Finch West LRT, Highway 400, 401, and 407, etc.). Is this a sufficient differentiator? And if so, what can be done to ensure this competitive advantage is better recognised and understood by potential investors?
- C. Why are investors/ businesses unaware of the general availability of free parking, in plazas, medical facilities (e.g. Champagne Centre), in our area? Both consumers and businesses benefit from free parking vs other areas of North York, and therefore should result in increased investment and traffic. How significant is this in attracting new consumers and businesses to the area? If significant, how can we highlight this in a way to attract new consumers and businesses?

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

- D. Why are investors/ businesses unaware of comparative lease and property rates in the BIA?
 - a. Are there factors other than property and lease rates which hinder investment? If so, what are these and how can these be dealt with?
 - b. What is known of the working from home phenomena, and its effect on the BIA and other areas. Are there trends benefiting/disadvantaging the BIA?
- E. What type of businesses do we need to attract to complete the “ecosystem” in the DUKE Heights BIA? And how do we effectively achieve this?
- F. Given that Keele and Finch can develop into a subcentre due to its location, new infrastructure, and increased investment, what can be done to help develop this into a vibrant centre? How can this be achieved?

1.4 SCOPE OF WORK

The firm is required to use their best judgement, experience and additional research to create a comprehensive marketing strategy and detailed marketing implementation plan which when implemented will help achieve the goals of the BIA. The strategy and/or implementation plan should include ways to measure the effectiveness of the programme.

The RFP will run for 6 weeks from date of issue of the RFP. All responses to the RFP will need to include a detailed workplan, with rationale and indicative costing.

During this time all participants will have the opportunity to refer their questions in writing to atul@dukeheights.ca.

In addition to a detailed plan with activities, costings and timelines, a presentation of the plan will be required.

It is expected that the DHBIA would be awarding a contract to the selected vendor by the end of the year.

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

1.5 DELIVERABLES

The deliverables for expected as a response to the RFP should include the following:

- A. **Letter of Introduction** – Introducing the proponent and its team, their work and their interest in the project. Describe transferability of previous work to current project.
- B. **Approach and Vision Statement** – Provide a summary of the work involved and the team members that will be working on the project. – Include a description of how the proponent plans to carry out project, approach to work delivery and timeline.
- C. **Execution of Examples** - Demonstrate ability to work collaboratively and deliver similar projects on time and on budget. The proposal should include a list of suggested work that will allow the BIA to achieve the overall goals stipulated in this RFP, with sufficient and relevant detail to facilitate evaluation of the respective proposal. Examples of previous work in economic development research and/or comprehensive marketing strategy development for complex programmes/business districts/cities, etc. should be reflected.
- D. **Proposal** – The proposal should include a sufficiently detailed project plan which reflects all the actions and activities the proponent expects to undertake in order to fully develop the marketing strategy and marketing action/implementation plan. (Note that the marketing action/implementation plan should be detailed enough so that the next phase of the project can be successfully implemented.) Rationale for the proposed process, stages, activities, and sequence of activities, including expected outcomes will assist in better evaluating the proposal.
- E. **Evidence of Impact** – Proof and measurements of the success of previous work and how this will apply to the BIA.
- F. **Budget** – An indicative budget for each activity and total project will be expected. A contingency line item of 10% should be added to the total submission cost.

When developing the response to the RFP, each potential vendor should make themselves familiar with BIA's, scope and mandate. (BIA staff can assist in this). Refer to the Toronto Municipal Code, Chapter 19 or contact the BIA via email (info@dukeheights.ca or atul@dukeheights.ca) for additional questions or clarity in this regard.

1.6 INSTRUCTIONS FOR PROPOSALS:

Response Documentation and Delivery

The documentation must be submitted to info@dukeheights.ca (submissions made by fax, telephone, or telegram will not be accepted) no later than **15:00PM on Friday, November 8th, 2024.**

It is recommended that a short presentation be ready as shortlisted proposals will be expected to present to the Board soon after closing date of the RFP.

DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
 REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
 IMPLEMENTATION PLAN DEVELOPMENT

APPENDIX A
Proposal Shortlisting Evaluation Table

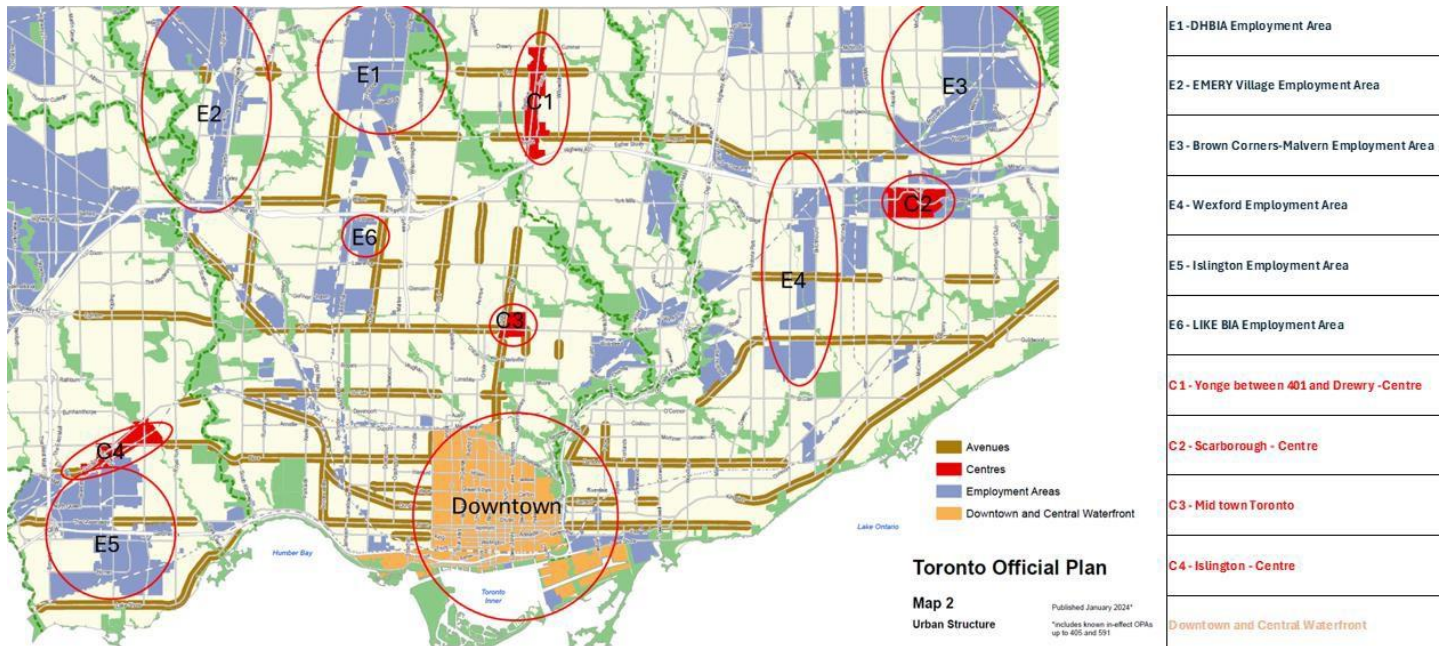
EVALUATION CRITERIA	POINTS AVAILABLE	POINTS AWARDED
A workplan, with rationale and indicative costing to fully develop: 1. A comprehensive BIA marketing Strategy which will achieve all BIA goals. 2. A detailed marketing action/implementation plan.	30	
Demonstrated experience by the proponent and its team in implementing similar efforts in either the private or public sector.	35	
Additional qualitative measures such as the insight and value add in helping the BIA effectively achieve its goals.	10	
Proponents must meet a minimum of 75% (or 56.25 points) to be considered further for Cost (...considered for further evaluation?)		
Cost of Services Lowest priced proposal receives 25 points and the remaining Proposals are assigned points based on the following formula: lowest price divided by proponent's price submission) x 25	25	
*TOTAL (A+B+C+D+E)	100	

*The price should not include HST

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

**APPENDIX B
SUPPORTING DATA**

In an effort to evaluate how the DUKE Heights BIA performs against other areas in Toronto in a variety of measures, a selection of employment areas (areas of high employment and traditionally with high industrial uses), centres (areas which have a high density of shopping, retail and entertainment), and the downtown core & waterfront area were compared. Eleven areas (six employment areas E1-E6, four centres C1-C4, and downtown core & waterfront), as shown in the diagram below were selected.



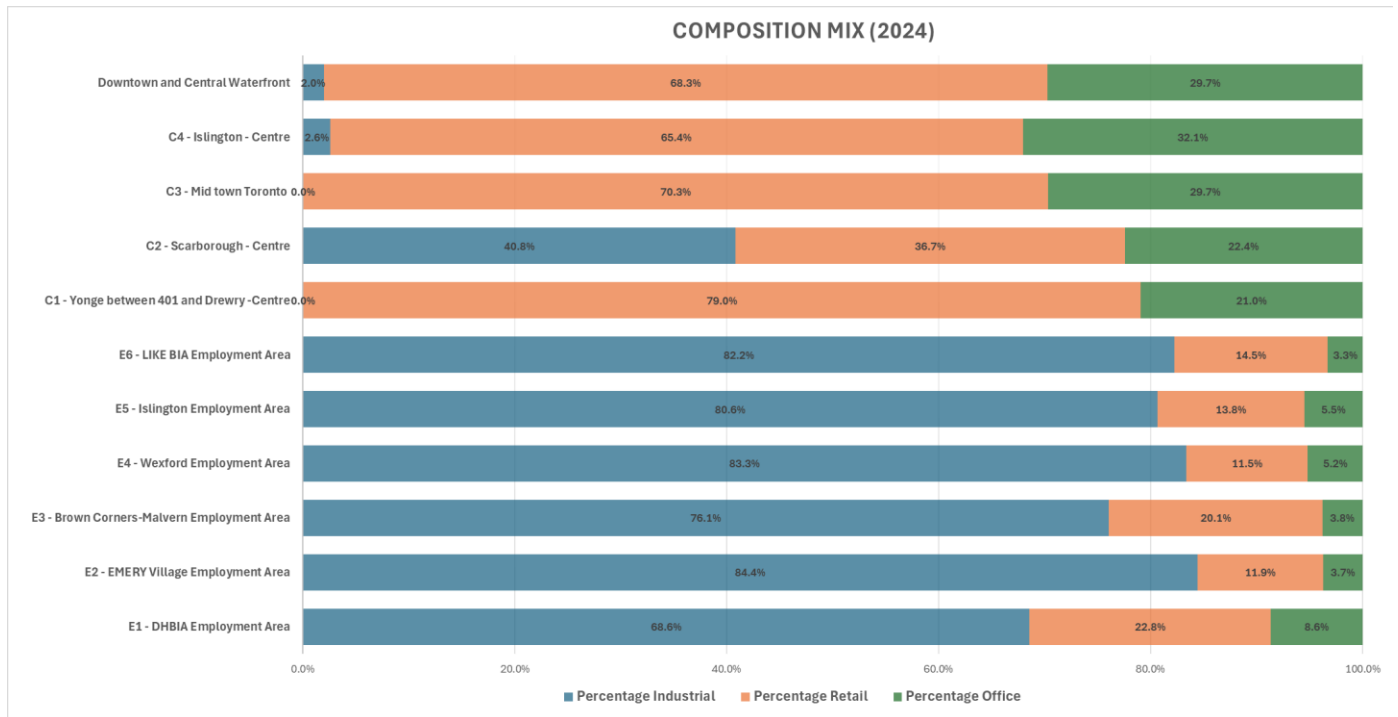
Description: Selected areas across Toronto for comparative analysis
Source: Derived from Toronto Official Plan

The following sections reflect some of the comparative analysis carried out and highlights some of the potential advantages of the area.

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

A. WE ARE A DIVERSE AND WELL-BALANCED BUSINESS DISTRICT

The DUKE Heights BIA is the most diverse employment area in Toronto with significant representation of industrial, retail and office uses. This allows businesses and economic activity to be more robust and less susceptible to shocks in any specific sector. The graph below reflects the relative composition of various areas in Toronto and shows that apart from Scarborough Centre, the DUKE Heights BIA is the most diverse and well-balanced area amongst those compared and is in fact the most balanced of all employment areas in Toronto.



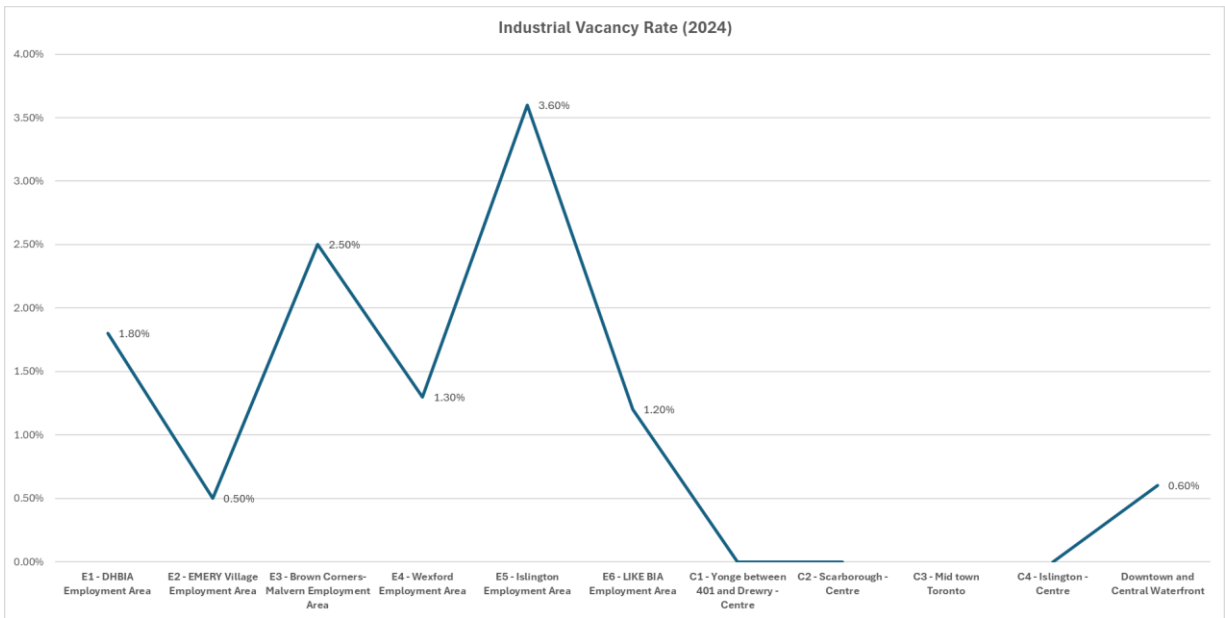
Composition Mix of the DUKE Heights BIA compared to other areas in Toronto
Source: Co-Star

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

B. WE HAVE STRONG DEMAND AND LOW VACANCY RATES

The graphs below show relative Industrial, Retail and Office vacancy rates and provides insight into how the area has been impacted by structural and economic changes over the past few years, as well as its relative resilience when compared to other areas in Toronto.

While industrial vacancy rates across all compared areas are relatively low, the BIA performs well considering the sheer number of industrial properties in the BIA.

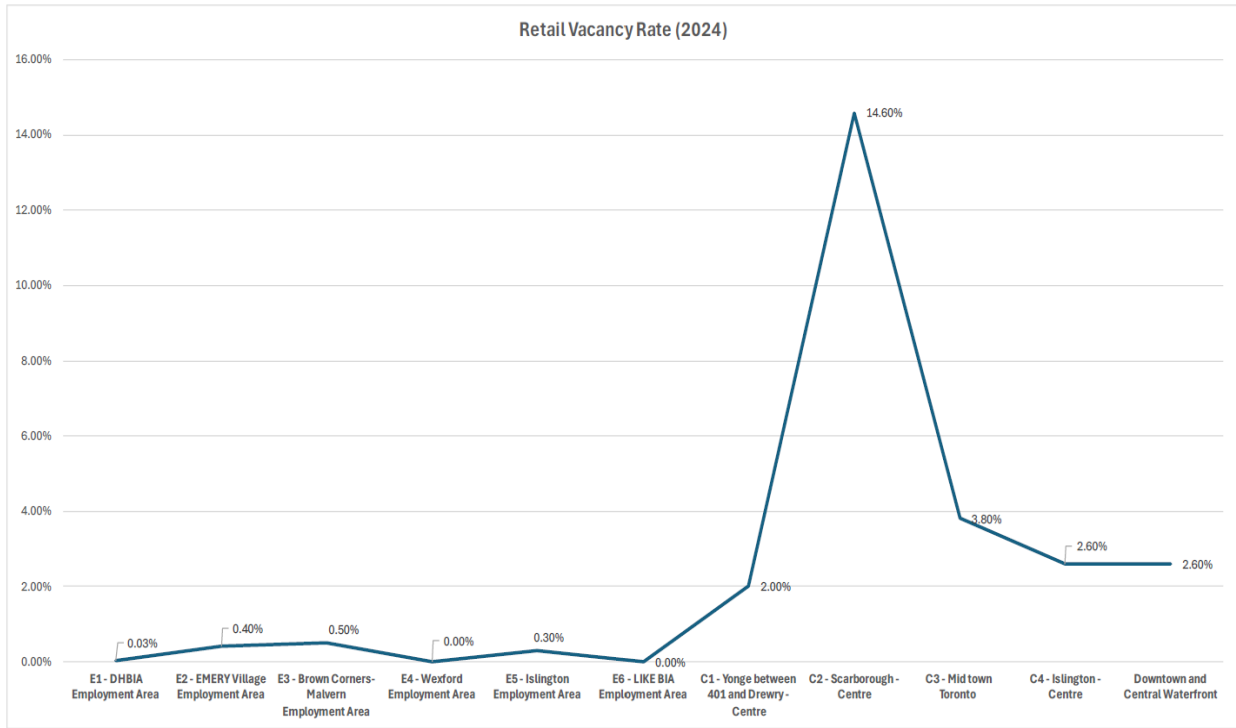


Comparative Industrial vacancy rates. (Note that Centres reflect no vacancies due to no industrial properties in those areas. Source: Co-Star

Retail vacancy rates across comparative areas in the study shown below reflect that employment areas perform better than other areas. Though this may be an effect of the lower number of retail spaces in employment areas, the DUKE Heights BIA with a composition mix of almost 23% retail has a retail vacancy rate of 0.03%, when compared to Scarborough Centre which has a retail composition mix of about 37% and a retail vacancy rate of 14.6%, shows the relative resilience of retail within the BIA.

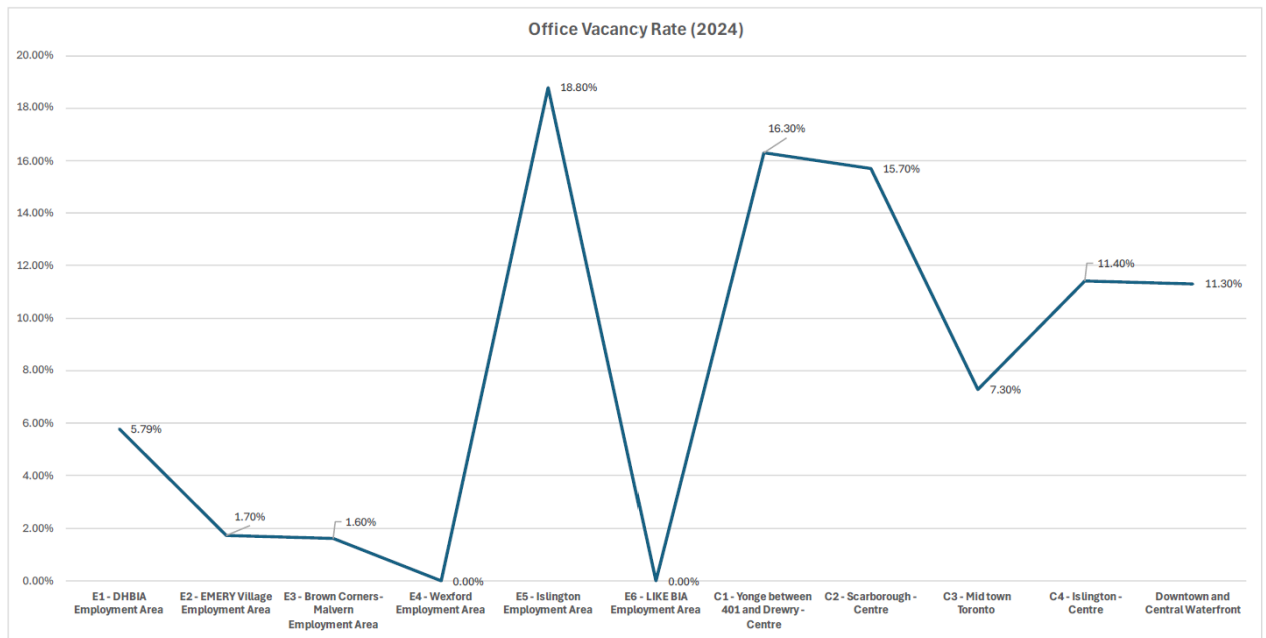
The BIAs lower retail vacancy rates also compare well to the traditional retail centres in Toronto such as Midtown, or Downtown Toronto which have retail vacancy rates of 3.8% and 2.6% respectively.

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**



Comparative Retail vacancy rates.

Source: Co-Star



Comparative Office vacancy rates

Source: Co-Star

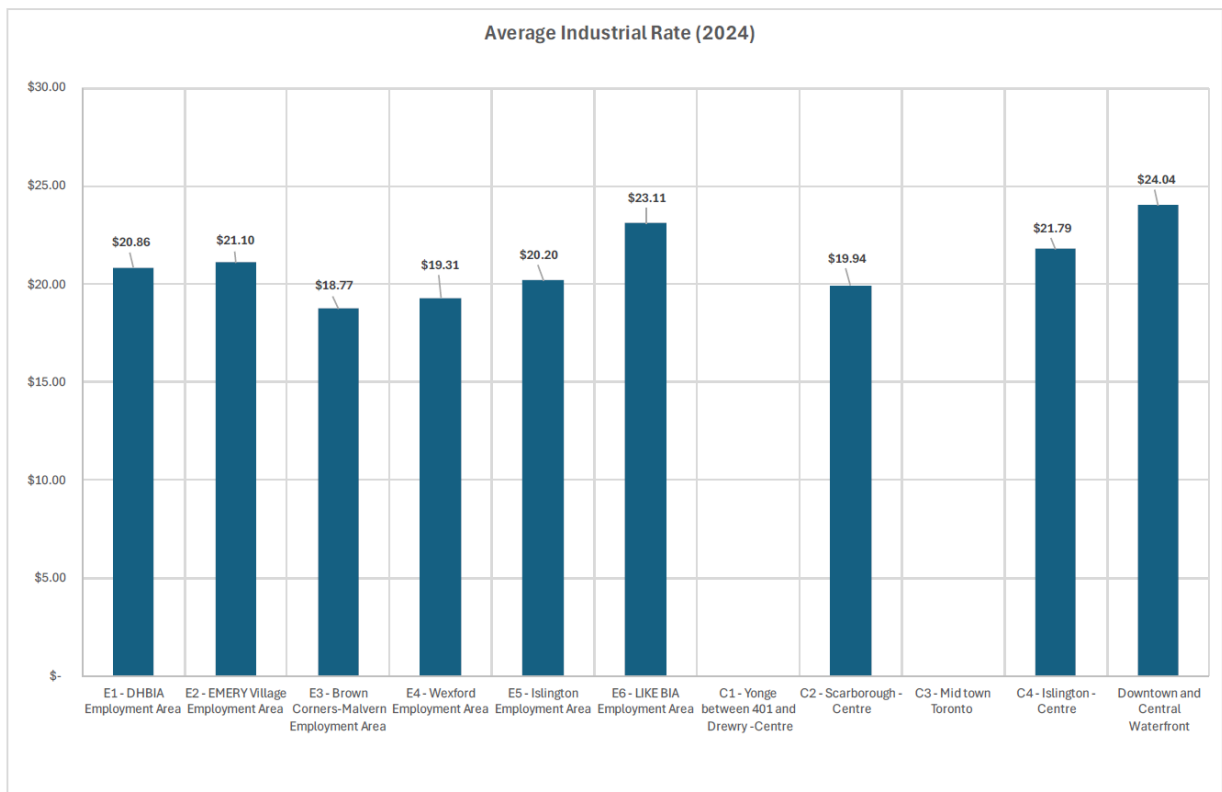
While office vacancies are relatively low compared to other areas with a significant office presence, the BIA would like to further drive office-based businesses to the BIA and take advantage of structural changes taking

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

place in the economy such as the movement of businesses away from congested core areas, and the movement of skilled employees towards cheaper residential suburbs further out from the city.

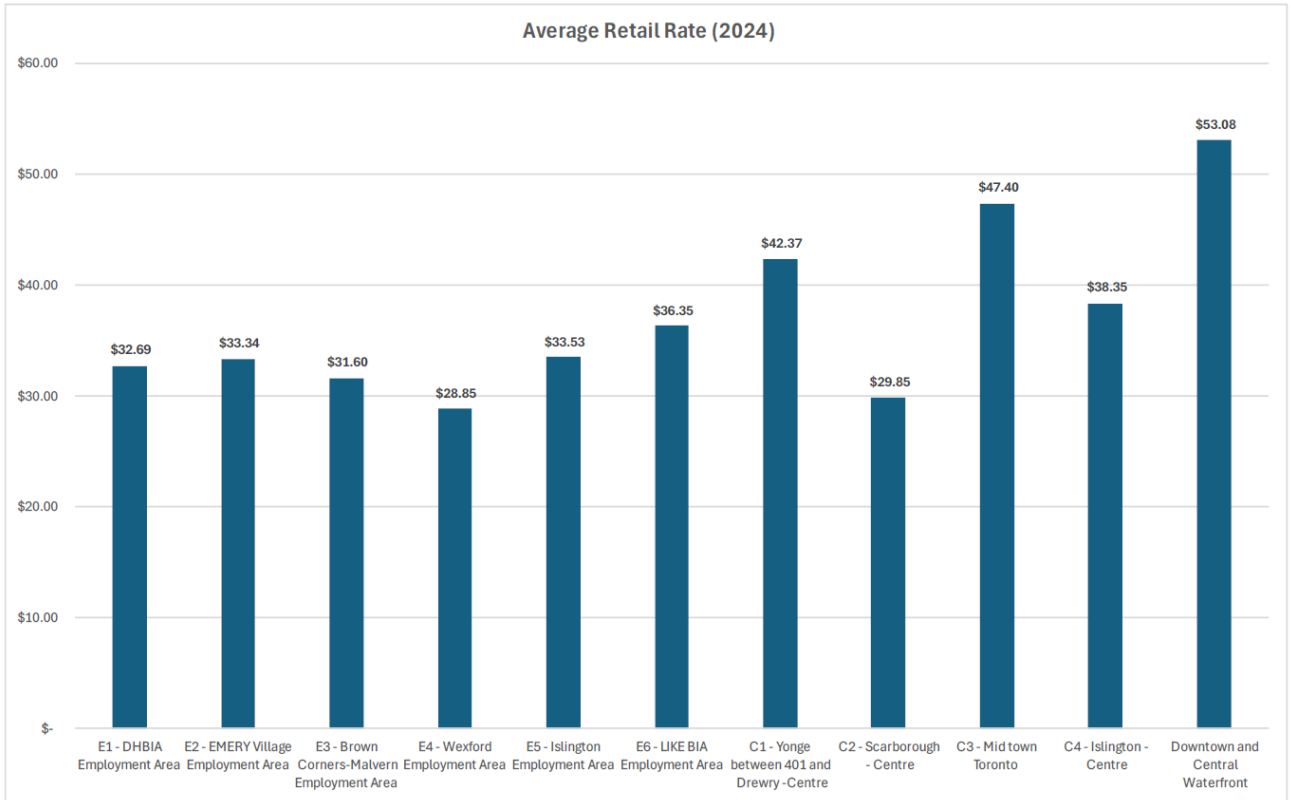
C. WE HAVE COMPETITIVE RATES

The graphs below illustrate that the BIA is quite competitive in lease costs across all three sectors. This could be used as a catalyst for additional investment and development in the BIA through effective marketing of the area.



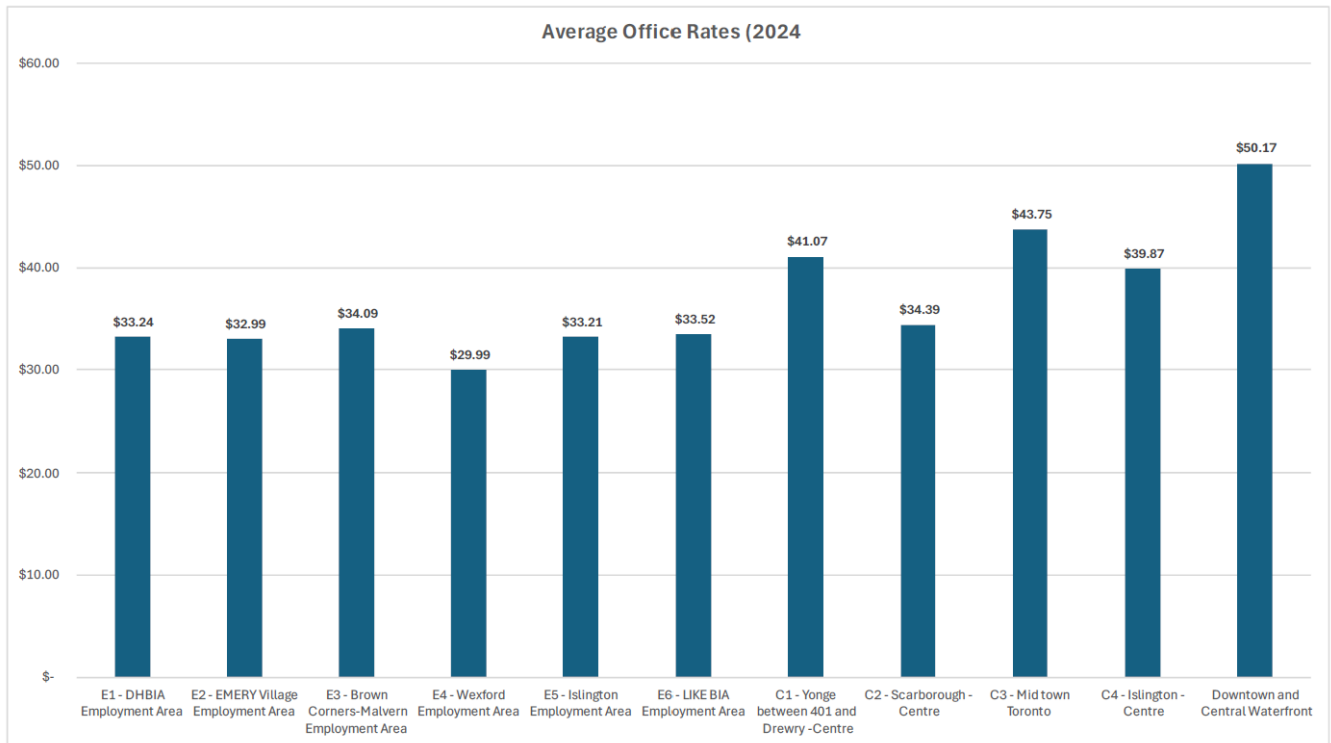
Comparative Industrial lease rates
Source: Co-Star

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**



Comparative Industrial lease rates

Source: Co-Star

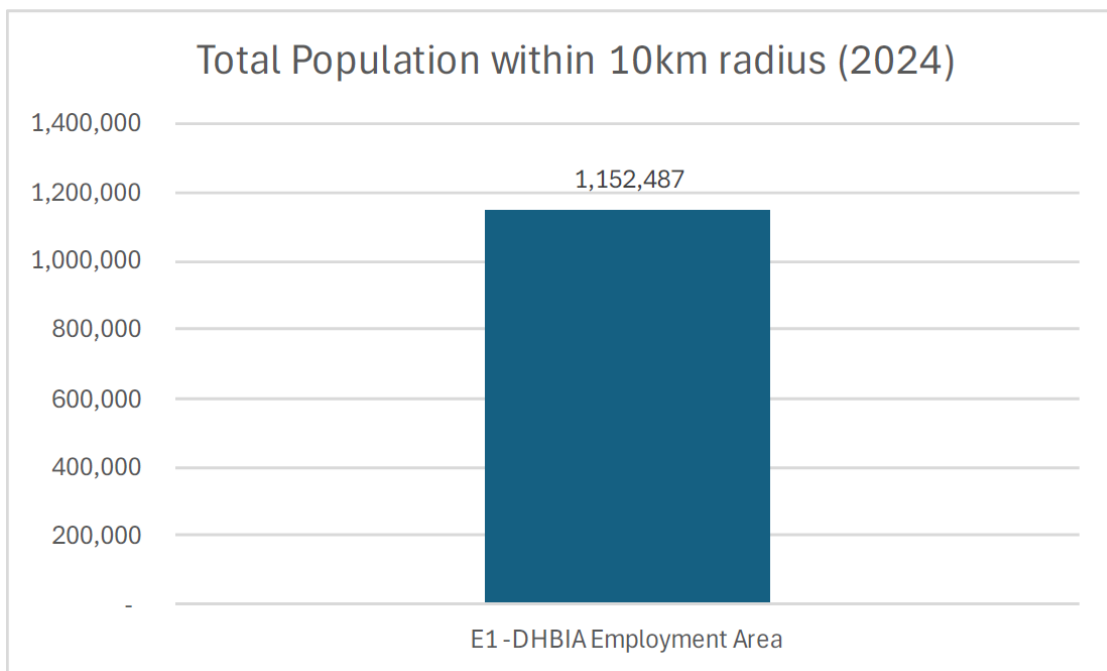


Comparative Office lease rates

Source: Co-Star

D. WE HAVE ACCESS TO A LARGE, FAST GROWING, AND KNOWLEDGEABLE LABOUR MARKET

With a total population of over 1.1 million, within a 10km radius of the BIA, there is a relatively large labour pool which can be easily accessed by businesses in the BIA. The ability to quickly tap into this large potential employee population should mitigate shortage of labour concerns for potential businesses or investors. Furthermore, given excellent transportation linkages, businesses in the BIA have access to a larger accessible human resource market.

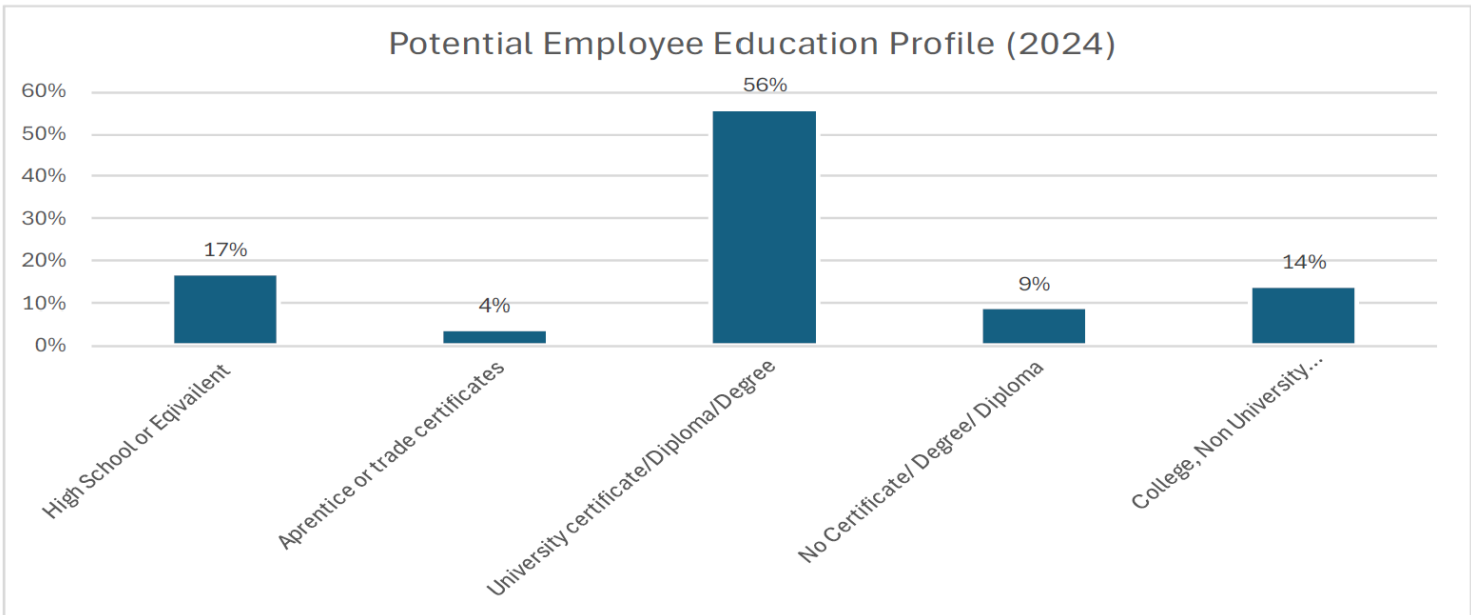


Total population within 10km radius of the BIA
Source: Co-Star

Based on the same potential pool of employees, the BIA has access to a population that is well educated with 74% having some form of higher education. The access to a well-educated workforce is also seen as a positive for entrepreneurs or investors when looking at areas to set-up or relocate their businesses.

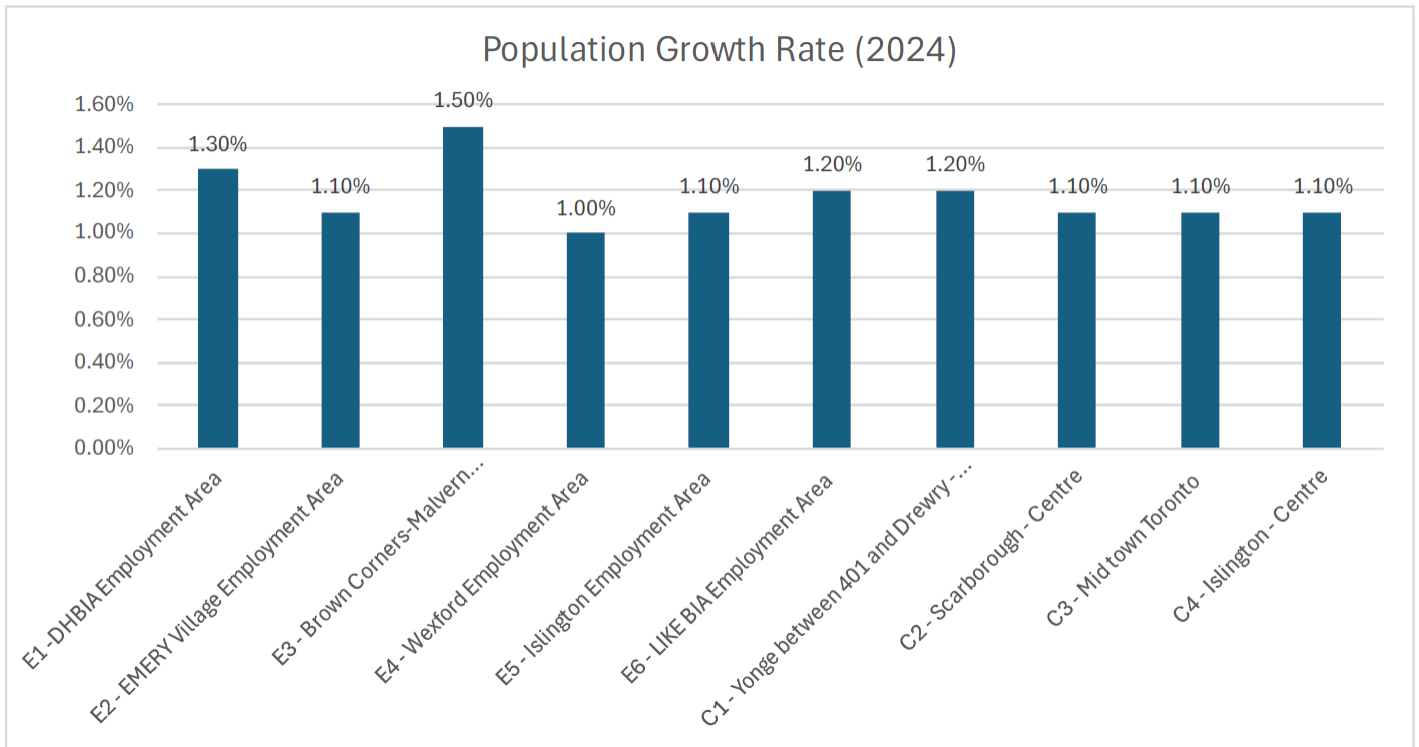
In addition, the BIA’s location adjacent to York University also provides additional resources to businesses in the BIA. York University currently generates more than 9000 graduates annually across its 10 faculties.

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**



Education profile of population within 10km radius of the BIA
Source: Co-Star

With one of the fastest growing populations in the GTA, the BIA is better placed to access a greater number of potential consumers and employees. The areas around the BIA boast a higher population growth rate than most areas in the comparative study. This suggests that the BIA will be better placed than other areas with a growing potential workforce and consumer base for the foreseeable future.



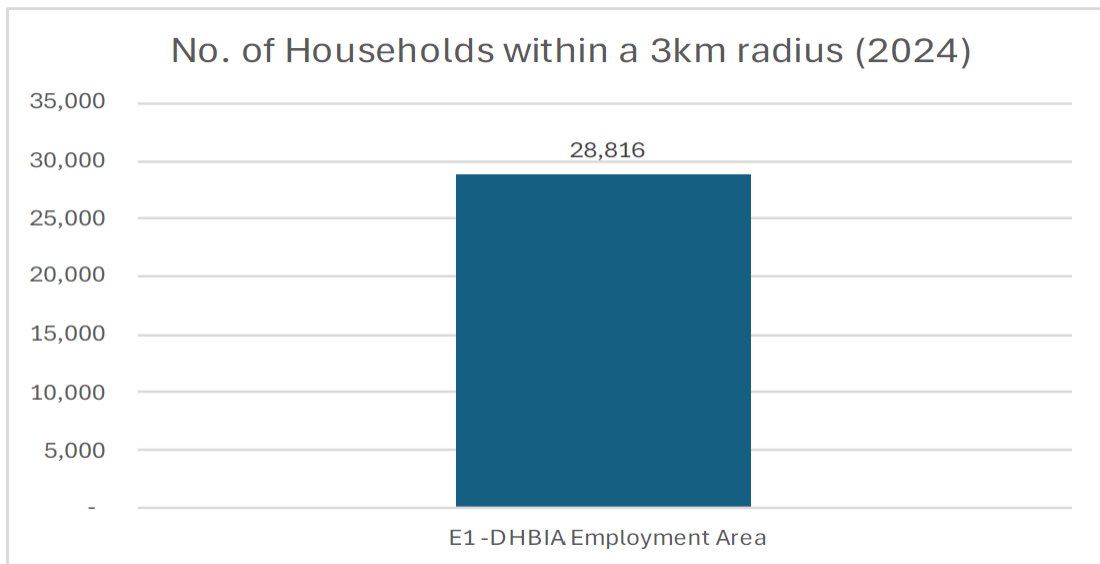
Comparative population growth rates in different areas of Toronto
Source: Co-Star

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

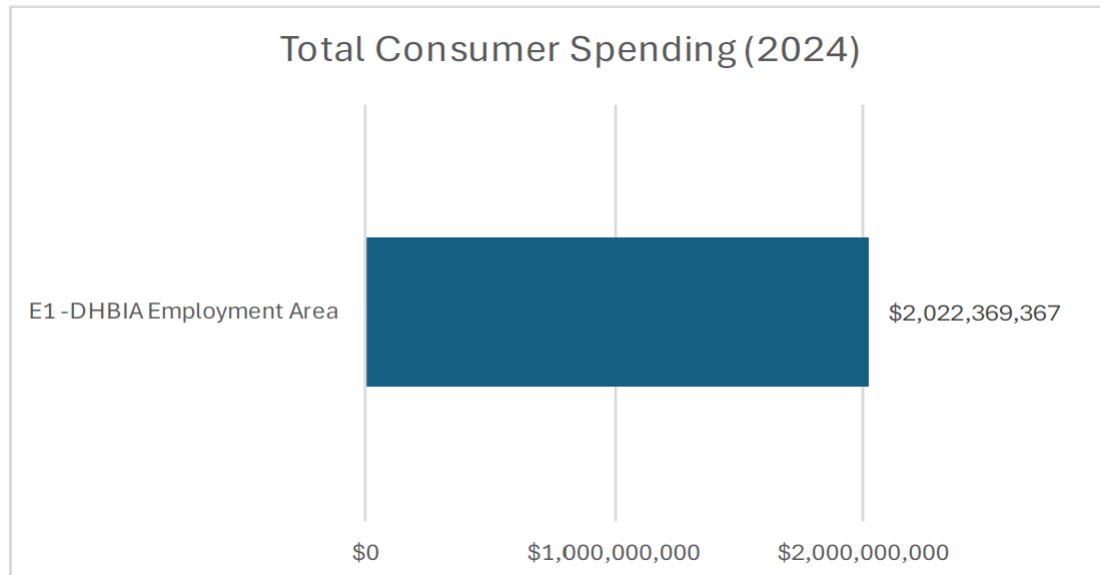
E. WE HAVE ACCESS TO A SIGNIFICANT AMOUNT OF CONSUMER SPENDING

There are over 28,000 households within a 3km catchment area of the BIA which spends in excess of \$2 Billion per annum. This provides a significant pool of consumer spending which businesses in the BIA can tap into.

The growth in connectivity and future planned developments in and around the BIA will further enhance access to additional spending power. B2C businesses therefore have an opportunity to base their business in an area with significant potential consumer growth.



Total number of households within a 3km radius of the BIA
Source: Co-Star



Total amount of consumer spending from households within a 3km radius of the BIA
Source: Co-Star

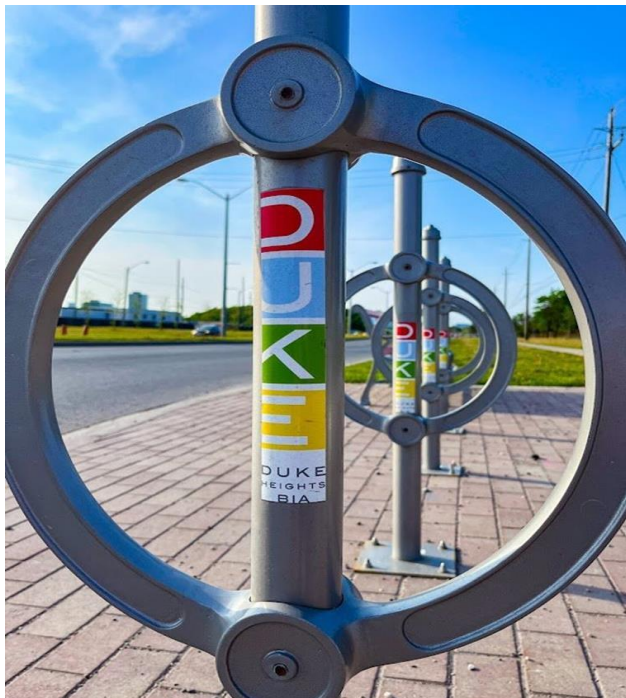
**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

F. WE HAVE AN ESTABLISHED AND VISIBLE BRAND

The BIA has over the past few years accelerated branding visibility within the boundaries of the BIA, including DUKE Markers, Pole Wraps, Bicycle Rings, Street Furniture, Street Signs, etc. Examples of which are shown below.



DUKE Markers



Bicycle Rings, and Pole Wraps

DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT



Street Furniture (DUKE Bench)



Street Signs

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

G. LANDMARKS AND POINTS OF INTEREST

The BIA has also been active in creating landmarks within the area as a means of highlighting the brand and enhancing the area through pieces of artwork to make the area better recognisable as well as a place to visit. The DUKE Tower, sculptures and historic panels provide a homage to the history of the area, thus adding cultural elements to our branding and landmark program.



DUKE Welcome Sign

DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT



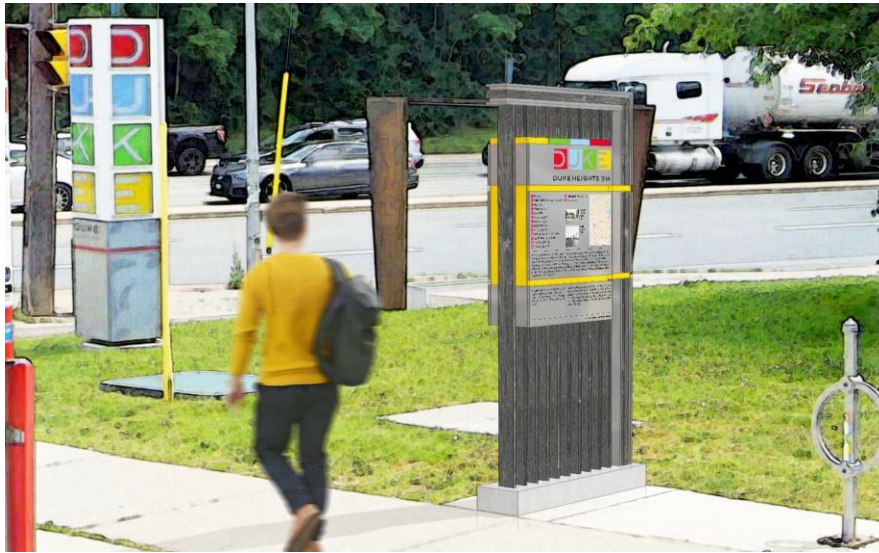
DUKE Radio Tower

DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT



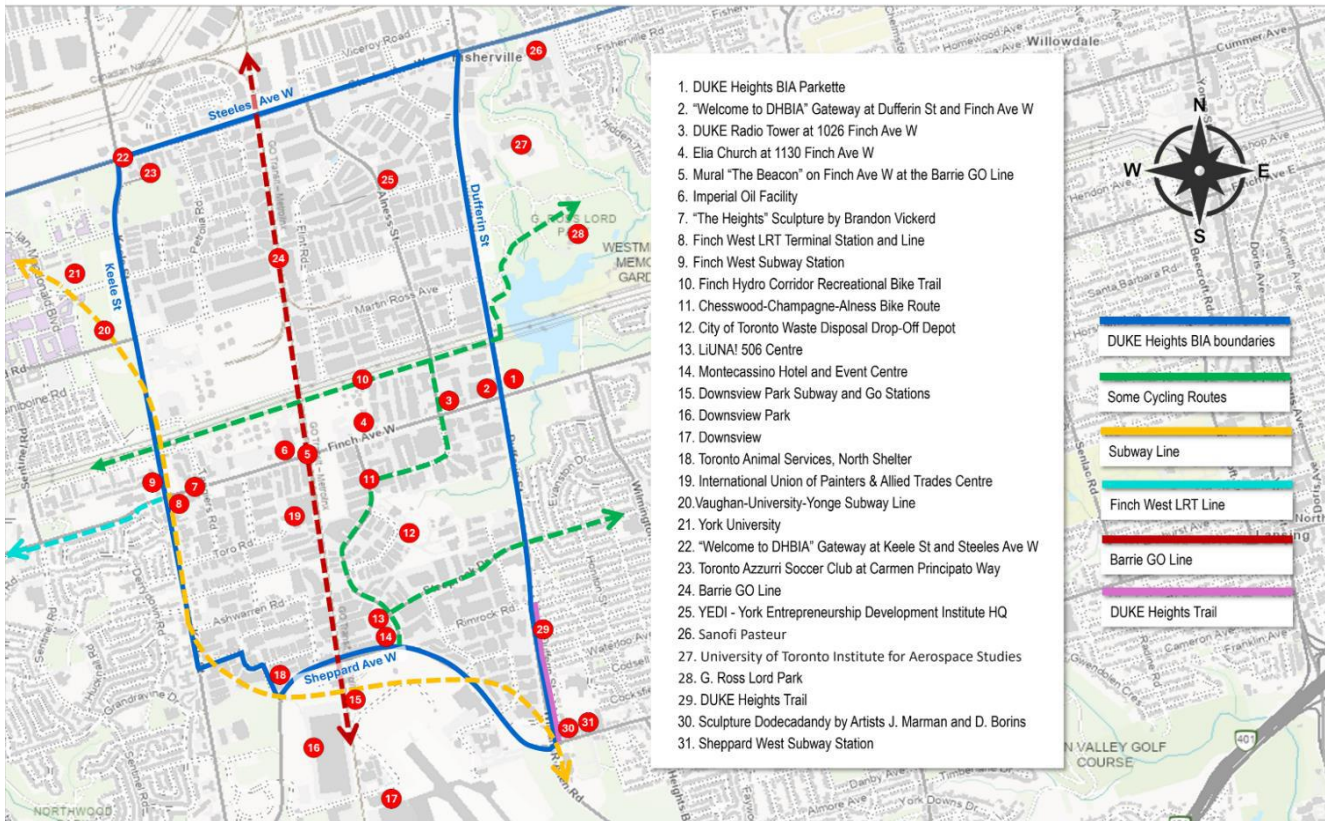
Landmark Artwork (The Heights)

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**



DUKE Historic Panels

DUKE KEY POINTS OF INTEREST
DUKE HEIGHTS BIA



Key Points of Interest in the BIA

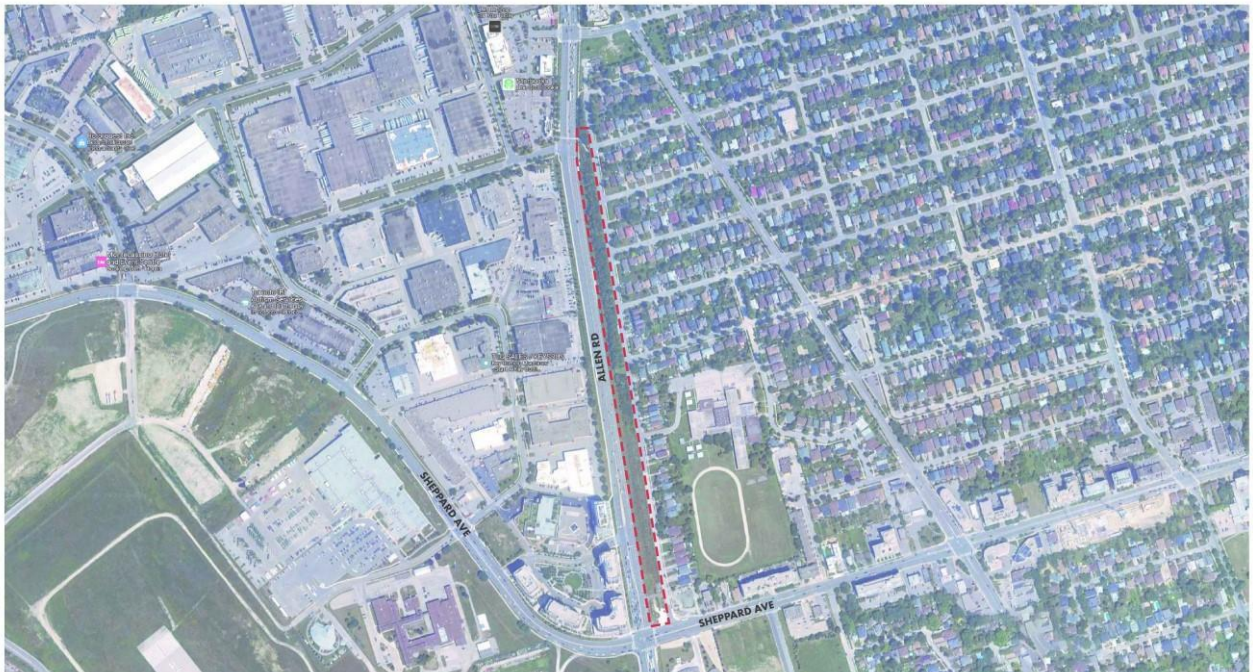
**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

H. ENHANCED STREETScape

The BIA has actively worked on improving the urban feel of the area. This includes projects such as additional tree planting, creating green spaces, and enhancing the walking experience within the area.



DUKE Heights BIA Parkette on the NE corner of Dufferin St. and Finch Ave. W that will be completed in 2025.



DUKE Heights Trail with green space and seating areas along the Dufferin St. corridor which will also be completed in 2024.

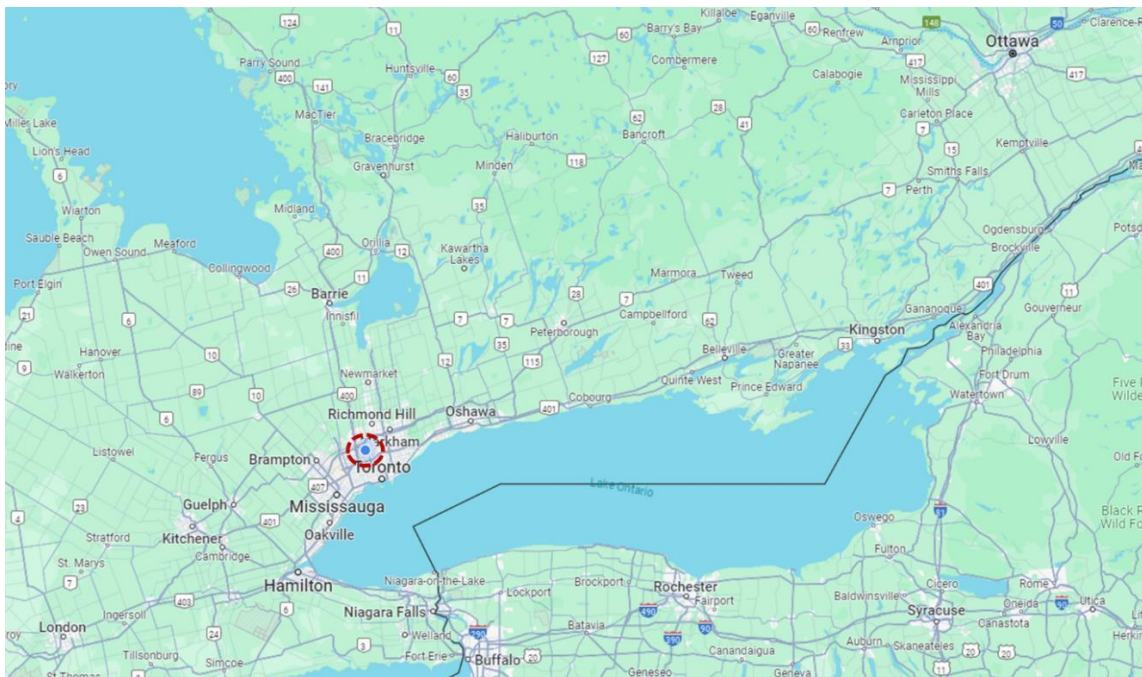
**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**



A depiction of one of the placemaking initiatives planned to take place in the BIA over the next few years

I. WE ARE CENTRALLY SITUATED AND WELL CONNECTED.

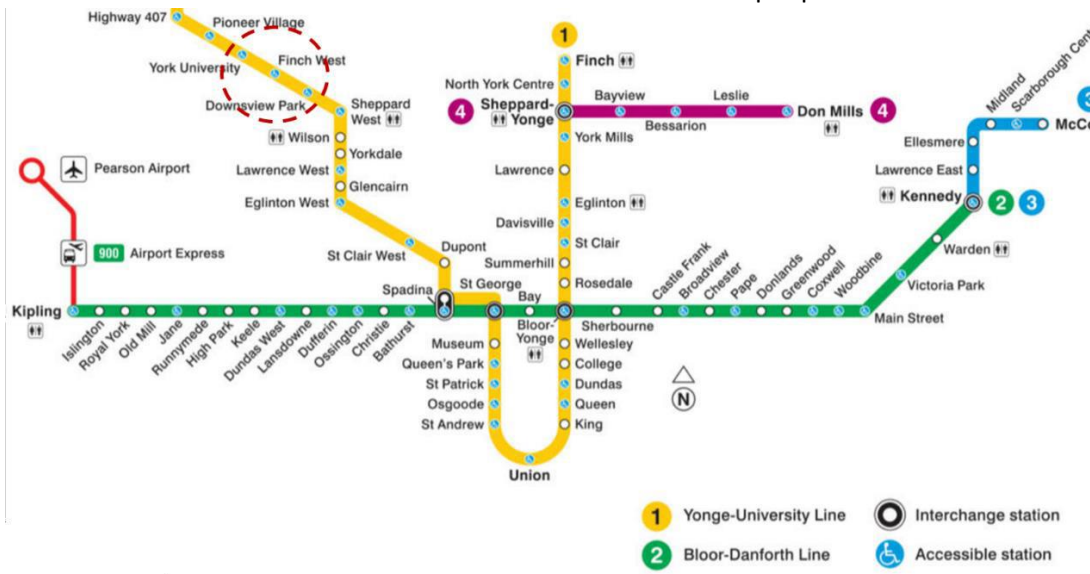
The DUKE Heights BIA is the northernmost business hub of the City of Toronto and has good transportation linkages via road and rail that facilitates movement of goods and people throughout Southern Ontario and the Northeastern US.



Location of DUKE Heights BIA in Southern Ontario. (Circled in Red)

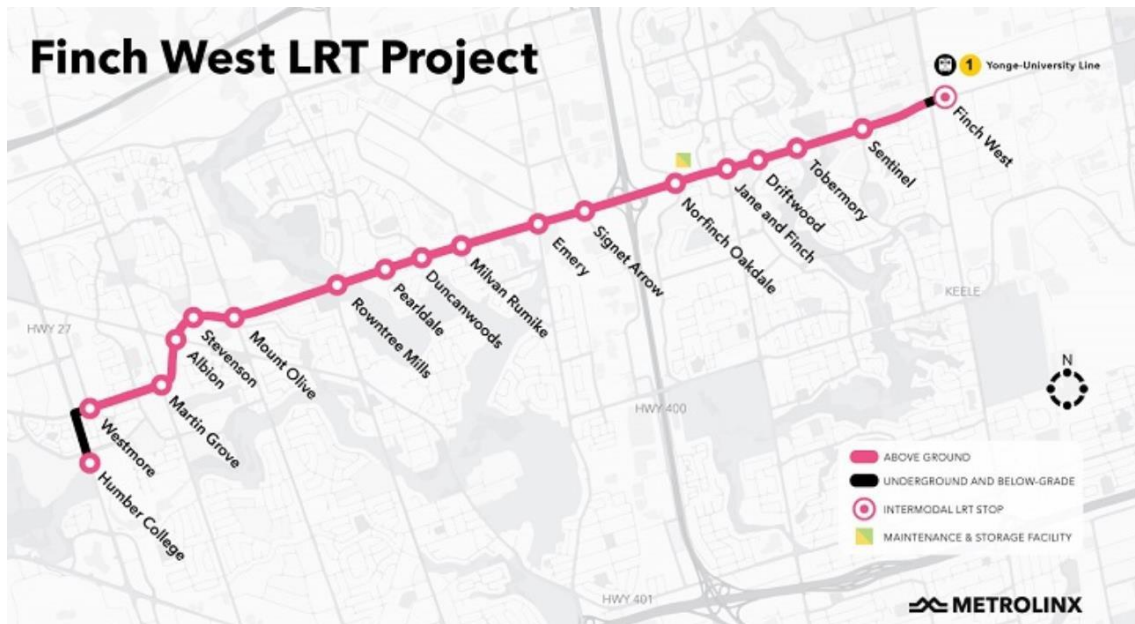
**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

The Finch West station on the Yonge–University (Line 1) Line of the Toronto subway has created greater integration with the wider network and facilitates easier movement of people into and out of the BIA.



Source: City of Toronto

In addition, the extension of Line 6 from Finch West to Humber College with a total of 18 stops will add and additional 10.3km of rail connectivity, further positioning the area as a core hub.



Source: Metrolinx

The York university GO train, CN MacMillan rail Yard, 400, 401, and 407 highways, further enhance connectivity in and around the BIA.

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

J. INTENSIFICATION, DEVELOPMENTS AND INVESTMENT IN AND AROUND THE BIA

The projects listed below reflect proposed, planned and under construction developments in and directly around the BIA.

To the South, the mixed development of the adjacent 370-acre Downsview Airport Lands over the next few decades will create a demand for local products and services during development and see an additional 83,500 residents and an additional 1 million sqf of employment space by the end of the project, providing a significant boost to the number of potential consumers of BIA businesses.



Northcrest Development Proposal
Source: id8 Downsview

At the Southwest corner of Keele and Finch, a proposed development of two mixed use towers (35, and 37 Story), will include a total of 972 residential units.

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**



Nordale Estates development (Southwest corner of Keele and Finch)
Source: urbantoronto.ca



Proposed 11 story development at 2 Champagne Drive (Corner of Finch Avenue West and Champagne Drive)

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**



Proposed 15, 15 and 14-storey mixed-use condominium buildings on the southwest corner of Finch Avenue West and Tangiers Road.



Proposed 25, 21, 11, 4, and 4-storey mixed-use condominium buildings and townhomes on the southwest corner of Catford Road and Keele Street.

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**



Proposed WestLine Condos, to be located immediately beside the Sheppard West TTC station (North East Corner of Dufferin and Sheppard)



A proposed 39, 33 and 14-storey residential condominium at 1875 Steeles Avenue West. (Across the Northeast corner of the BIA)

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**



Proposed 32, 32, 13 and 12-storey mixed-use condominium buildings at 1881 Steeles Avenue West. (Across the Northeast corner of the BIA)

APPENDIX C
AGREEMENT TERMS AND CONDITIONS

Note to Appendix:

The terms set out in this Appendix shall be incorporated in any Agreement entered with the recommended Proponent substantially in the form as presented in the Appendix. These terms are mandatory and are not negotiable.

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, the BIA's Fair Wage and other policies or by-laws applicable to the BIA'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 the BIA, upon request, and the Vendor shall indemnify and save the BIA 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 and Conflict of Interest

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 the BIA 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 the BIA Solicitor.

4. Indemnities

The Vendor shall indemnify and save harmless the BIA, its employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from or related to the 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 BIA reasonably informed of the status of the matter, and the Vendor shall make no admission of liability or fault on BIA part without BIA'S written permission.

5. Intellectual Property Indemnity

The Vendor shall indemnify and save harmless the BIA, its employees, and agents from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

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.

6. Employment & WSIB Indemnity

Nothing under this Agreement shall render the BIA 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. If employment related costs, or other related responsibility falls to the BIA for any reason whatsoever, the Vendor agrees to indemnify the BIA for such costs.

7. 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 the BIA, 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.

8. 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 the BIA and ensure that they comply with all the relevant requirements of the Agreement.

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

9. 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 BIA buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

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 the BIA, be required to sign non-disclosure Agreement(s) satisfactory to the BIA before being permitted to perform such services.

10. Independent Contractor

The Vendor and the BIA agree and acknowledge that the relationship between the BIA 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 the BIA.

11. Insurance

The successful 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 the BIA. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the BIA prior to the commencement of services:

1. 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 the DHBIA 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 the BIA with thirty (30) days' prior written notice of cancellation or material change in coverage.
2. 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);
 - (ii) will extend to infringement of copyright and other intellectual property, including misuse of trade secrets, if appropriate.
3. Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period ending no sooner than TWO YEARS after the termination or expiry of this Agreement, as the case may be. Automobile Liability insurance with a minimum limit of \$1,000,000 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 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 the BIA without notice or demand.

The successful 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 successful vendor shall have no claim against the BIA or the BIA's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the BIA.

12. Warranties and Covenants

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

13. Third Party Software

Where the BIA 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 the BIA,

- (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 the BIA from and against any loss or damages suffered by the BIA 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 Solution, the Vendor must secure the rights to use and repackage third party components and pass on those rights to the BIA without additional charges.

The BIA will own all intellectual property rights, including (without limitation) copyright, in and to all deliverables provided by the Vendor and its subcontractors.

14. Ownership of Project Documentation

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 the BIA.

15. Payment Schedule

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

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

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.

16. Termination Provisions

Upon giving the Vendor not less than thirty (30) days' prior written notice, the BIA may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the BIA 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 the BIA 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, the BIA 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 the BIA 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 the BIA under the Agreement or otherwise at law.

No delay or omission by the BIA 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 the BIA in a clean and readable format.

17. Right to Audit

The BIA 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 contract, and for a period of 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 the BIA at all reasonable times.

18. 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.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

- b. Nothing in this section shall be construed as making the BIA 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 General Manager 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 General Manager 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, Sched. 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 the BIA.
- h. The parties acknowledge and agree that employees of the BIA, 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.

**DUKE HEIGHTS BUSINESS IMPROVEMENT AREA
REQUEST FOR PROPOSAL: MARKETING STRATEGY AND MARKETING
IMPLEMENTATION PLAN DEVELOPMENT**

19. 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 the BIA 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 the BIA every 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.

20. Pricing

For your quotation to be considered, pricing must be provided on all items listed in the Price Detail Form in Appendix B.

Pricing shall be held firm for the full duration of the contract and no increases will be accepted. Any changes to the scope of work will be approved in writing via a change order from the DHBIA.