

INVITATION TO TENDER

PROJECT: Toronto Chinatown Business Improvement Area
2024 Toronto Chinatown Chinese New Year Celebration
Event Date : Sat. February 10, 2024 - Sun, February 11, 2024
Event Time: 5-6 hrs performance on Sat Feb 10 (11:00am - 5:00pm)
(ie. approx. one-hour Opening ceremony & VIP speeches at Chinatown Mall)
5-6 hrs performance on Sun Feb 11 (11:00am - 5:00pm)
(ie. approx. 20mins CBIA closing ceremony at Chinatown Mall)
Location: Toronto Chinatown Mall and Dragon City Mall
(inside Mall)

OWNER: Toronto Chinatown Business Improvement Area
287 Spadina Avenue, Unit 202, 2nd Floor, Toronto, ON M5T 2E6
(hereinafter called “CBIA”)

KEY CONTACT: Beryl Sher, Administrative Director

TELEPHONE: 416-260-9800

EMAIL: berylsher@chinatownbia.com

INITIAL SUBMISSION: October 16, 2023 9:00 AM (Eastern Standard Time)

SUBMISSION DEADLINE: November 03, 2023 4:00PM (Eastern Standard Time)

AWARD DATE: November 09 , 2023 12:00PM (Eastern Standard Time)

RESPONSES TO BE SUBMITTED TO: Beryl Sher
Toronto Chinatown Business Improvement Area
287 Spadina Avenue, Unit 202, 2nd Floor, Toronto, ON M5T 2E6

1.0 Scopes

The tender can be any combination of the scopes below:-

- (A) ***Flat event planner fee to cover general consultation, press conference, opening and closing ceremony, performances arrangement and coordination, performers fee, MC services, sound system & technicians, event planner on-site duties, and Post Event Report.
- (B) Activities booth (**Chinatown Centre Only**) : 4-5 Cultural Booths for public interactions
- (C) Graphic design for event elements, media planning & consultation; social media platform and promotion (Mainstream and Chinese media); Advertising design creation
- (D) Photographer & Videographer.

* Breakdown cost to be provided in the tender

2.0 Submission

- 2.1 All prices tendered are to be in Canadian dollars;
- 2.2 The tender form attached must be signed by an authorized Representative of the tenderer;
- 2.3 The following evaluating criteria must be answered and submitted as part of the tender:-
 - 2.3.1 Name of local sales/service representative
 - 2.3.2 Service experience and client references (3 minimum)
 - 2.3.3 Social Media Platform and Promotion
 - 2.3.4 Written Content from performers to allow posting on social media platforms
 - 2.3.5 Non-Disparagement and Confidentiality

Terms and Conditions

3.0 General Instructions

- 3.1 The following instructions, terms and conditions apply to all Tenders related to the Invitation to Tender.
- 3.1.1 CBIA expressly reserves the following rights:
- 3.1.1.1 To reject and/or amend all Tenders.
- 3.1.1.2 To accept a tender which is not the lowest tender.
- 3.1.1.3 To cancel or reissue the tender without any changes in
The event that only one compliant response is received
or if the amount submitted exceeds the budget for the
Equipment.
- 3.1.1.4 Any Tender received after the hour and date specified will
not be considered and will be discarded.
- 3.2. All Tender should be submitted in duplicate(2) and must be enclosed in a sealed envelope or appropriate packaging addressed to:
- Beryl Sher, Administrative Director
Toronto Chinatown Business Improvement Area
287 Spadina Avenue, Unit 202, 2nd Floor,
Toronto, ON M5T 2E6
- The name and address of the participants must appear on the outside envelope, the envelope must display the Invitation to Tender title, due date and time.

DUE TIME: November 03 , 2023 4:00PM (Eastern Standard Time)

4.0 Submission of Tenders / Proposals / Contracts / Quotation

- 4.1 Tenders must be submitted on and in accordance with the instructions and forms supplied by CBIA. Alterations and/or modification may be submitted in a separate proposal with proper references made to this Tender and submitted at the same time as it.
- 4.2. Submissions must be received in a sealed envelope, properly addressed to CBIA. Envelopes should clearly indicate the contents, the name and address of the tenderer. Electronic submissions shall be time-stamped with the time of mailing and verified upon receipt by CBIA. Submissions must be signed by an authorized official of the tenderer's organization
- 4.3 Submissions received by CBIA later than the submission deadline specified WILL NOT BE CONSIDERED and will only be returned at the tenderer's Request and expense.
- 4.4 Submissions must be in English only. Submission documents received by CBIA not in the English language will be disqualified.
- 4.5 Prices indicated shall be net prices, including consultation and installation charges. All tenderers are required to indicate any taxes imposed by the Federal and Provincial government

5.0 Declaration of Interest

- 5.1 Tenders must produce a statement to indicate and declare their relationship with any current CBIA directors, if any. Directors of CBIA are prohibited to supply goods and services to CBIA unless approved by the Integrity Commissioner of the City of Toronto on a case by case basis.
- 5.2 The tenderer shall declare that their submission is not made in connection with any other tenders submitting an offer for the same services, commodity or commodities, and is in all respects fair and without collusion and fraud.

6.0 Evaluation and Awards

CBIA, unless it otherwise states, reserves the right, to reject any and all submissions in whole or in part.

7.0 Contract

- 8.1 NO alterations or variations of the terms of the contract shall be valid or binding unless authorized in writing by CBIA.
- 8.2 It is mutually agreed and understood that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of CBIA.
- 8.3 The contract may be canceled by CBIA upon non-performance of contract terms, or if service or product is deemed unsatisfactory by CBIA. It can also be terminated if the tenderer ceases to cooperate or becomes insolvent or is adjudicated as bankrupt.
- 8.4 The tenderer must comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

8.0 Force Majeure

It is understood and agreed that the supplier shall not be held liable for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the contractor and which by the exercise of any reasonable diligence, the contractor is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/ disruption.

9.0 Non-Disparagement

Both parties agrees and covenants that they will not at any time, directly or indirectly, make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other party or its businesses, or any of its employees, officers, shareholders, members or advisors, or any member of the Board. This Section does not, in any way, restrict or impede either party from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Both parties shall promptly provide written notice of any such order to the other party. Both parties agree and covenant that it shall cause its officers and directors to refrain from making any defamatory or disparaging remarks, comments, or statements concerning the other party to any third parties. The obligations of Non-Disparagement will apply during the Term, and until three years after the termination of this agreement.

10.0 Confidentiality

Confidential information (the “Confidential information”) refers to any data or information relating to CBIA, whether business or personal, which would reasonably be considered to be private or proprietary to CBIA and that is not generally known and where the release of that confidential information could reasonably be expected to cause harm to CBIA. (name of Tenderer) agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential information which the (name of Tenderer) has obtained, except as authorized by CBIA or as required by law. The obligations of confidentiality will apply during the Term and until three years after the termination of this Term except in the case of any Confidential information which is a trade secret in which case those obligations will last indefinitely. All written and oral information and material disclosed or provided by CBIA to tenderers is Confidential information regardless of whether it was provided before or after the date of this agreement or how it was provided to (name of Tenderer).

TENDER FORM

The undersigned Tenderers hereby certifies that they have ready and fully understand The tender form, scope, instructions and conditions of tendering, evaluation questions as indicated.

The Tenderer hereby agrees that the said Prices and Total Tender Amount are to cover Flat event planner fee to include general consultation, press conference, opening and closing ceremony, performances arrangement and coordination, performers fee, MC services, event planner on-site duties, activities booths, graphic design for event elements, media planning & consultation; social media platform and promotion, advertising production, post-event report; sound system & production (optional), photographer & videographer (optional)

The Tenderer shall submit documentation to address items # 2.3 and 5.0 , of this tender.

The Tenderer has to provide services and deal with CBIA members in English and Chinese languages (ie. Cantonese, PuTongHua) where necessary.

Name of Tenderer: _____

Address : _____

Telephone: _____

Email: _____

Print Name and Title: _____

Signed : _____

Date: _____