

REQUEST FOR PROPOSAL FOR EXPERIENTIAL ACTIVATION

RFP#2021-01

ISSUED ON FEBRUARY 1, 2021 BY NIAGARA FALLS TOURISM

KEY DATES

Final date to submit questions: **Monday, February 8, 2021**

Submit completed proposal: **Friday, February 12, 2021**

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Definitions

“NFT” wherever used shall mean Niagara Falls Tourism.

“RFP” wherever used shall mean this Request for Proposal

“Proposal” wherever used shall mean a written response to this RFP.

“Vendor” wherever used shall mean the agency or company responding to this RFP.

1. Introduction to Niagara Falls Tourism

Niagara Falls Tourism is the official not-for-profit tourism marketing organization for the City of Niagara Falls, representing almost 400 tourism related businesses across the Niagara Region.

As a world-class destination that brings prosperity to the Niagara Region, Niagara Falls is proud to be home to a Natural Wonder of the World, the #1 leisure travel destination in Canada, and the entertainment capital of Canada. Niagara Falls Tourism provides leadership and focus to foster, develop, and promote the tourism industry in Niagara Falls, increasing visitors' experiences. Marketing and events support all areas of the business. In support of enriching the story of the destination, our key traveller segments are families, couples and explorers.

Natural parklands and attractions are a draw for outdoor enthusiasts and lend themselves to many annual festivals and events including Canada Day, Winter Festival of Lights and New Year's Eve. With an abundance of unique family attractions, live entertainment, casino gaming, and wine and culinary experiences, the destination offers a vibrant atmosphere year-round.

Niagara Falls Tourism wishes to develop experiential activations to strengthen our overall image and positioning to compete as a world-class destination.

2. Instructions to Vendors

2.1. Project Overview

NFT is looking to work with a Vendor to develop and execute a year-round outdoor experiential activation along a 1km path to animate the destination. This activation should consider both daytime and nighttime installations that can be adapted throughout the seasons and for various events (ie: Winter Festival of Lights, New Year's Eve, Canada Day, etc., keeping in mind the changes to daylight hours seasonally) to highlight the vibrancy of Canada's entertainment capital through discovery and exploration for guests of all ages.

The Vendor will be responsible for the entirety of the project from concept development to installation and maintenance.

2.2. Project Budget

The experiential activation budget for the project described above is \$500,000. Project budget includes concept development, design plans, materials, custom builds, installation, technology operation, and maintenance for the first year. Up to 20% of the budget is allocated to concept development.

2.3. Project Timeline

The activation will launch for the winter season on or before November 20th, 2021. Modifications for seasonal activation will launch as follows:

- Spring: on or before March 19th, 2022
- Summer: on or before June 4th, 2022
- Fall: on or before September 10th, 2022

2.4. Submission Requirements

The proposal should include:

- a) an executive summary of the company, including services provided, team profiles and credentials, approach to client and project management, and success measures;
- b) a summary of the Vendor's understanding of the project requirements and strengths of the Vendor's experience and approach;
- c) three (3) examples of similar outdoor event activations
 - a. Each example should include a case study, timeline, high-level budget breakdown and photos;
- d) information about the Vendor's fees as they relate to the requested services.
- e) An estimate on project timeline.

Failure to include any required components of the RFP, as listed above, may result in disqualification.

2.5. Inquiries

Questions, interpretations, or clarifications on this RFP can be directed by e-mail to Chantal Suthons, Director of Marketing and Communications, at csuthons@niagarafallstourism.com no later than **Monday, February 8 at 4:00 pm EST**. Vendors acknowledge that all enquiries received and corresponding responses provided by NFT will be disclosed to all vendors by way of an Addendum by Tuesday, February 9 at 4:00 pm EST.

2.6. Submission Timeline and Process

The deadline for RFP submissions is **Friday, February 12, 2021 at 4:00 pm EST**. Proposals must be submitted electronically on the Biddingo.com or in PDF format to csuthons@niagarafallstourism.com and must include all requirements as outlined in Section 2.4. of this RFP.

In-person presentations/interviews for top selected Vendors may take place the week of February 15, 2021 (subject to change based on COVID-19 situation). (See section 3. Evaluation Process and Criteria)

All applicants will be notified of the completion of the RFP no later than February 28, 2021.

2.7. Agreement for Deliverables

The selected Vendor will be required to enter into an Agreement with NFT for the provision of the project deliverables. The Agreement’s terms and conditions shall be completed with the successful Vendor.

2.8. Contract Period

It is NFT’s intention to enter into an Agreement with only one (1) legal entity for the specific project.

Both parties will be required to give ninety (90) days’ notice if either wishes to terminate the Agreement prior to its expiration. All amounts are subject to change based on annual budget appropriation, creative needs and funding received by NFT. NFT reserves the right to work with partners and other providers to obtain event services.

2.9. No Guarantee of Volume of Work or Exclusivity of Agreement

NFT makes no guarantee of the value or volume of work to be assigned to any Vendor. Any Agreement executed with a selected Vendor will not be an exclusive contract for the provision of the described project deliverables. NFT may contract with others for the same or similar deliverables to those described in this RFP or may obtain the same or similar deliverables internally.

3. Evaluation Process and Criteria

3.1. Mandatory Criteria

First, NFT will evaluate proposals for compliance with the mandatory criteria as set out in Section 2.4 of this RFP. Any proposal that does not meet the mandatory criteria may be disqualified. If a proposal is disqualified, it will not be further evaluated.

3.2. Rating Criteria

Next, NFT will evaluate and score proposals based on the following rating criteria:

| Evaluation Criteria | Weights |
|---|----------------|
| Qualifications and experience of the vendor - Case study requirements | 50% |
| Interviews - Strong understanding of NFT’s needs - Client Management/Project Work approach - Overall team and approach chemistry and fit | 25% |
| Pricing | 25% |
| TOTAL | 100% |

3.3. Stages of Proposal Evaluation

NFT may conduct the evaluation of proposals in the following three (3) stages:

| | |
|-----------|--|
| Stage I | Stage I may consist of a review to determine which Proposals comply with all the mandatory requirements as outlined in section 2.4. |
| Stage II | Stage II may consist of a scoring by NFT of each qualified Proposal based on the rating criteria. |
| Stage III | Stage III may consist of NFT shortlisting the top proposals and their respective Vendors will be invited to an in-person (or virtual) interview at the NFT office. |

Subject to the express and implied rights of NFT, the highest scoring Proposal will be selected, and the Vendor of that Proposal will be invited to enter into an Agreement with NFT for the project.

NFT intends to award an Agreement to the Vendor who submits the most advantageous Proposal as determined by NFT through the evaluation process. The Proposal with the lowest price will not necessarily be selected. While pricing is a determinant in the selection process, it is to be clearly understood that there should be a full and complete understanding of the project deliverables to be provided, demonstrated through the Proposal as presented.

If no vendors demonstrate appropriate qualifications or experience in the sole opinion of NFT, NFT may, without liability cost or penalty, cancel this RFP or choose not to award an Agreement to any of the Vendors.

4. Proposal Terms and Conditions

4.1. Amendments to RFP

NFT may amend this RFP in its sole discretion at any time prior to the Proposal Submission Deadline. A written Addendum to report any changes or additional information relating to this RFP will be made available in the same way as the original RFP. Each Addendum shall form an integral part of this RFP. It is the sole responsibility of the applicants to ensure that it has received all information pertaining to this RFP before submission. NFT will not take any responsibility for losses, misunderstandings, errors or omissions from the vendor not having received any Addendum.

4.2. NFT May Seek Clarification and Incorporate Response into Proposal

NFT reserves the right to seek clarification and supplementary information from 2Vendors after the Proposal Submission Deadline. The response received by NFT from a Vendor shall, if accepted by NFT, form an integral part of that Vendor's Proposal. NFT reserves the right to interview any or all Vendors to obtain information about or clarification of their Proposals. If NFT receives information at any stage of the evaluation process which results in earlier information provided by the Vendor being deemed by NFT to be inaccurate, incomplete, faulty or misleading, NFT reserves the right to revisit the Vendor's

compliance with the mandatory requirements and/or adjust the scoring of the responses to the rated requirements.

4.3. Cost of Proposals

Submission of a response to this RFP does not bind NFT to engage the Vendor to provide the requested services. All work undertaken by a Vendor in preparation of this RFP is performed on a speculative basis. NFT accepts no responsibility for costs of proposal preparation, interviews, or other activities related to this RFP or any contract negotiations.

4.4. Ownership of Proposals

All information obtained by NFT from Vendors in connection with this RFP will remain with NFT and be retained for internal purposes. Information provided by Vendors in response to this RFP may be disclosed by NFT if permitted or required by law.

4.5. Confidentiality

All information obtained by NFT from Vendors in connection with this RFP and all information and material obtained during this RFP process is confidential and remains the property of NFT. The successful Vendor may have access to information and documents that NFT considers confidential, proprietary or sensitive (“NFT Confidential Information”). The successful Vendor shall keep strictly confidential any NFT Confidential Information that it obtains or creates in the course of performing its obligations under the Agreement. Both during and following the term of the Agreement, the successful Vendor must maintain the confidentiality and security of all NFT Confidential Information. The successful Vendor shall not directly or indirectly disclose, destroy, exploit or use, either during or following the term of the Agreement, except to the extent necessary to perform the services under the Agreement or where required by law, any NFT Confidential Information, without first obtaining the written consent of NFT.

4.6. Bait and Switch

The Vendor agrees to provide all professional personnel necessary to perform the scope of work, including those who are named in the Proposal submitted in response to this RFP. These key personnel shall remain assigned for the duration of the project, unless otherwise agreed to in writing by NFT. In the event the Vendor wishes to substitute any of the key personnel, the individual(s) proposed should demonstrate similar qualifications and experience as required to successfully perform such duties. NFT shall have the sole right to determine whether key personnel proposed as substitutes are qualified to work on the project. NFT shall not unreasonably withhold approval of staff changes.

4.7. Execution of the Agreement

In addition to all NFT’s other remedies, if a selected Vendor fails to execute the Agreement or satisfy any other applicable conditions within ninety (90) days after notice of selection, NFT may, in its sole and

absolute discretion and without incurring any liability, rescind the selection of that Vendor and proceed with the selection of another Vendor.

4.8. Negotiations

NFT may, in its sole discretion, enter into negotiations with one or more Vendors. NFT reserves the right to negotiate with more than one Vendor concurrently or consecutively, and to add to, expand, reduce or modify the scope of this RFP. If NFT and the selected Vendor are unable to negotiate an agreement, NFT may begin or continue negotiations with any other Vendor, at any time. Negotiations may take place with selected Vendors without the obligation to re-call proposals or provide an opportunity for other applicants to quote on the same changes. No applicant or Vendor shall have any rights against NFT arising from such negotiation.

4.9. Rejection of Proposals

NFT does not guarantee that any Proposal will be accepted and reserves the right to reject any or all responses to the RFP without incurring any liability. Submissions received after the due date will be automatically rejected. Incomplete Proposals will not be considered. NFT is not bound to explain how any Proposal was evaluated nor is NFT bound to otherwise explain any decision it makes in connection with any part of this RFP process.

4.10. Conflict of Interest

Vendors submitting a Proposal to this RFP must identify any real or perceived situations where a conflict of interest, past, current or future exists.

4.11. Ownership of Materials

All concepts, plans, designs, data, specifications, installations, assets (ie: light displays, infrastructure, etc.) and other materials and documents created by the successful Vendor to carry out the services to be performed for NFT (the “Materials”) will be the property of NFT, including working files. The successful Vendor shall not make any use of the same, except with prior written approval of NFT. All right, title and interest in the Materials prepared for NFT will vest in NFT and that NFT will have the right to copy such Materials and to use them for any purpose. The successful Vendor shall deliver all Materials to NFT unless otherwise specified.

4.12. Indemnification

The Vendor shall indemnify and hold harmless NFT, its board members, partners, and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon NFT and against all loss, liability, judgments, claims, suits, demands or expenses which NFT may sustain, suffer or be put to resulting from or arising out of the Vendor’s failure to exercise reasonable care, skill or diligence or omissions in the performance or

rendering of any work or service required hereunder to be performed or rendered by the Vendor, its agents, officials and employees.