



LABRADORCITY

REQUEST FOR PROPOSALS
`Technical Production Services – IronFest 2025`
TLC-19-24

Closing Date: Wednesday, October 23, 2024 at 3:00pm local time.

Craig Purves, MCIP
Director of Planning & Development
Town of Labrador City
317 Hudson Drive
Labrador City, NL
A2V 2K5



NOTICE

REQUEST FOR PROPOSALS `Technical Production Services – IronFest 2025` TLC-19-24

The Town of Labrador City requires the services of a technical production company or multidisciplinary team that can provide a complete range of professional services associated with the technical execution of *IronFest 2025*

Sealed proposals, duly signed and labeled "**Technical Production Services – IronFest 2025, TLC-19-24**", must be submitted to the Town of Labrador City, PO Box 280, 317 Hudson Drive, Labrador City, NL, A2V 2K5, by **3:00 PM local time, October 23rd, 2024**, either in a sealed envelope clearly marked for the Town Hall or by email in PDF format to **cashier@labradorcity.ca**, with the subject line or envelope labeled appropriately with the proposal details.

The Town reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever in its opinion best serves the interest of the Town.

Closing Date: 3:00pm local time, Labrador City, October 23rd, 2024

Proposals received after the closing date will not be considered.

Submissions must be in accordance with the instructions disclosed in the 'Request for Proposals' document.

SECTION 1: EVENT BACKGROUND AND FRAMEWORK

1.0 Introduction

The Town of Labrador City is inviting proposals from experienced concert and entertainment companies to provide comprehensive technical production services for *IronFest 2025*, scheduled for August 9, 2025, at 405 Booth Avenue, Labrador City, NL. This vibrant festival aims to celebrate music and community, drawing attendees from the local area and beyond.

The selected company will be responsible for supplying and managing all personnel required for audio, backline, lighting, video, staging, technicians, engineers, rigging, and talent coordination. This includes securing a diverse lineup of performers to enhance the festival experience. The successful respondent will work closely with the project steering committee to oversee performance scheduling, stage management, vendor coordination, traffic and site security, as well as day-of-event execution, budget control, and overall event programming. Effective communication and collaboration with various stakeholders will be essential for the event's success.

The concert typically runs from 5:00 p.m. to 12:00 a.m., with event breakdown scheduled for the following day. This engagement will be based on a lump-sum contract, ensuring clear financial expectations.

1.2 Event Background

IronFest is an annual music festival, now entering its fourth year, consistently attracting an average of 1,500 attendees. Designed for adults aged 19 and over, the event offers a diverse selection of beverages, including beer and spirits, along with musical performances, food vendors, outdoor games, and engaging activities, creating a vibrant and inclusive experience.

Beyond entertainment, the festival fosters community spirit and highlights local talent, making it a standout event on the summer calendar. The excitement kicks off in early March with a "Battle of the Bands" competition, where local musicians compete for the opportunity to be the opening act. The main concert typically features three professional acts, secured by the production team, rounding out a day of high-quality entertainment.

1.3 Venue Information

IronFest takes place at the Booth Avenue Recreation Grounds (405 Booth Avenue) in Labrador City, NL. The concert venue encompasses the outdoor multi-court, gravel soccer pitch, and surrounding buildings. The Carol Curling Club typically serves as a VIP area with a dedicated bar, providing an exclusive experience for select guests. Meanwhile, the Arena is utilized as a green room for artists, ensuring they have a comfortable space to prepare for their performances.

The main concert is hosted on the gravel pitch, which covers approximately 10,000m². Please note that there is no permanent lighting at the site, which will necessitate the installation of temporary lighting solutions by the production company. The multi-use court is usually designated for beer sales, allowing for easy access for attendees while ensuring a vibrant atmosphere throughout the event.



Figure 1 Venue

1.4 Project Constraints

The successful execution of *IronFest 2025* will involve several key constraints that must be considered throughout the planning and production process:

Budget Limitations: The event operates within a defined budget that encompasses all aspects of production, including talent acquisition, technical services, permits, and operational costs. All proposals must adhere to these financial constraints while ensuring high-quality delivery.

Time Constraints: The concert is scheduled for August 9, 2025, necessitating strict adherence to timelines for planning, execution, and breakdown. Coordination among all parties involved must be efficient to ensure that all preparations are completed in a timely manner.

Weather Contingencies: As an outdoor event, *IronFest* will proceed regardless of inclement weather, except where safety is a concern. There will be no designated 'rain date' or alternate arrangements.

The production team must develop an adaptive strategy to respond to adverse weather conditions, which includes, but is not limited to, providing shelter options for artists and implementing measures to protect equipment, crews and the like.

1.5 Project Framework

The project will be led by Taylor Gambin, Director of Recreation. Broad oversight for the project will be provided through a steering committee made up of key members of the senior management team, Council and community members.

The successful production company will be required to work closely with the project lead throughout the planning and execution of *IronFest 2025*. It is essential that the team demonstrates flexibility and agility in their approach, adapting to evolving requirements and working collaboratively to ensure the event's success.

Open communication and responsiveness to the Town's needs, as well as to any unforeseen challenges, are mandatory requirements of this contract.

It is expected that the successful company will work in conjunction with the steering committee to plan the event, site layout, schedule, access points, site amenities, etc.

SECTION 2: DETAILED SCOPE OF SERVICES

The selected company will produce all aspects of the show including:

2.1 Pre-Event Planning

Project Management & Communication

- Serve as the primary liaison between the Town of Labrador City, subcontractors, artists, and other stakeholders.

- Develop an integrated project timeline using project management software, ensuring that milestones, critical path tasks, and dependencies are clearly defined and adhered to.
- Develop and manage a detailed event timeline, ensuring that all aspects of the event are progressing according to schedule.

Permitting & Compliance

- Obtain all necessary permits, including those for the venue, vendor operations, and public safety.
- Ensure compliance with all local regulations and occupational health & safety standards.

Budget Management

- Develop a comprehensive budget in coordination with the Town and oversee all event-related expenses.
- Track costs related to the scopes of services detailed herein, to ensure the event remains within budgetary constraints and provide regular financial updates.

Supplier & Subcontractor Coordination

- Source and manage subcontractors, including security services, sound, stage & lighting, house front and equipment rentals, marketing & design consultants and onsite wifi/internet service (if required).
- Negotiate contracts and manage supplier agreements, ensuring timely delivery and setup.

Artist & Performer Management

- Coordinate all aspects of performer logistics, including booking, contracts, travel arrangements, accommodations, and rider requirements.
- Serve as the primary point of contact for artists and their representatives leading up to and during the event.

2.2 Marketing, Communication, and Promotional Materials

Design and Development of Communication Materials

- Collaborate with the Town and marketing teams to develop key communication materials, including digital and print content, event posters, and social media graphics. These materials must align with the event's branding and outreach strategy.

- Create a communication plan that outlines timelines for releasing promotional content leading up to the event, ensuring consistent messaging across all channels.

Artist Approval of Promotional Materials

- Coordinate with artists, performers, and their management teams to review and approve all promotional materials featuring their names, likenesses, or performances. This includes ensuring that all usage rights, branding guidelines, and publicity preferences are respected.
- Ensure all materials comply with the contractual obligations of the artists regarding image use, promotional commitments, and publicity rights.

Printing and Distribution of Posters and Promotional Material

- Manage the design, printing, and distribution of physical promotional materials, including posters and event flyers, ensuring high-quality standards and timely dissemination.
- Oversee digital promotional efforts, including social media campaigns and email newsletters, to maximize audience reach and engagement.

Public Relations and Media Coordination

- Coordinate press releases, interviews, and other media-related activities to generate pre-event publicity. Work with artists' representatives to ensure compliance with media guidelines, publicity schedules, and approval processes.
 - Manage all PR-related materials, ensuring they are reviewed by the Town, artists, and any relevant stakeholders before publication.
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2.3 On-Site Event Coordination

Setup & Logistics

- Oversee the installation of all equipment, staging, lighting, backline and sound systems.
- Work cooperatively with the Steering Committee to ensure that site layout and vendor placements are executed according to plan.
- Coordinate with Town crew on traffic management, security, and provision for emergency services access.

Artist Liaison & Stage Management

- Manage artist arrival, performance schedules, and stage transitions to ensure the concert runs smoothly and on time.
- Oversee and coordinate sound checks, ensuring optimal audio calibration and synchronization with performance requirements. Ensure all technical and logistical needs of performers are met to facilitate a seamless and high-quality show.

Supplier & Guest Management

- Ensure all vendors are properly set up and adhere to event guidelines.
- Manage VIP/Sponsor areas and ensure a seamless experience for special guests.

Crowd Control & Security

- Coordinate with security teams to ensure the safety of all attendees, performers, and staff.
- Ensure protection of production equipment during setup & takedown [this may require 24hr monitoring.]
- Implement and manage a comprehensive crowd control plan to handle expected attendance levels.

Crisis & Issue Management

- Act as the point of contact for any on-site issues or emergencies, ensuring swift and effective responses.
- Ensure that all safety and emergency protocols are followed and that any unforeseen challenges are managed efficiently.

2.4 Post-Event Coordination

Breakdown & Cleanup

- Oversee the dismantling of production equipment and site cleanup to ensure the venue is returned to its original condition.
- Ensure all subcontractors and service providers fulfill their obligations regarding the removal of materials and waste.

Post-Event Evaluation

- Participate in a post-event debrief with the Town and other stakeholders to assess the success of the event and identify areas for improvement.

- Provide a final report detailing event outcomes, budget performance, and recommendations for future events.
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2.5 Documentation & Reporting

Progress & Performance Reports

- Submit periodic status updates to the Town's project lead, including detailed progress reports on key event milestones, budget adherence, and technical readiness.
- Provide real-time reporting during the event using monitoring tools to track technical performance, audience engagement, and incident management.

Final Deliverables

- Deliver a comprehensive final report that includes an evaluation of all event operations, a complete financial summary, and feedback from vendors, artists, and attendees.
 - Archive all technical documentation related to AV setups, staging schematics, and safety procedures for future reference and use in subsequent events.
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2.6 Exclusions:

To clarify for respondents, the following tasks will be managed by the Town and are not part of the contractor's responsibilities. While the contractor's input, coordination, and collaboration are expected, the Town will bear the costs and responsibility for these tasks, which are outside the scope of this RFP. These tasks include:

Event Pre-Planning Coordination

- Management of the corporate sponsorship campaign.
- Providing external communications support, including website updates, social media, print material distribution, and media relations.
- Organizing and managing the pre-event "Battle of the Bands" to select local opening talent, including overseeing all related contract management.
- Overseeing the coordination, execution, and management of ticket sales.
- Procuring and coordinating food trucks and other vendors.

- Obtaining liquor licenses and coordinating with liquor sales vendors.
- Arranging for event photography.

Site Preparation & Day of Services:

- Purchase & erection of site fencing and skirting.
 - Coordination of onsite sanitary services, including portable washrooms, waste receptacles, recycling and general sanitation requirements.
 - Coordinating the delivery of temporary trailers, office trailers and support buildings, as required.
 - Facilitating onsite electrical connection for main stage, equipment, as required.
 - Providing general labour for site preparation (excluding labour related to staging, audio-visual, sound production, stage equipment, or music equipment).
 - Coordinating first aid tent services & volunteers.
 - Event staffing for event entry points, merchandise booths, and other non-production areas.
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SECTION 3: GENERAL INSTRUCTIONS

3.1 Instructions and the Terms of Reference

(a) All proposals are to be submitted in accordance with the Request for Proposals (RFP).

(b) All proposals are to be submitted in sealed, plainly marked envelopes. Proposals sent by facsimile or email will not be accepted.

(c) Additional information or clarifications of any of the instructions or information contained herein may be obtained from office of the Director of Planning & Development, Town of Labrador City, 317 Hudson Drive, Labrador City, NL, A2V 2K5. Email is the preferred method of contact: planning@labradorcity.ca

(d) Any respondent or respondents finding any discrepancy in or omission from the proposal, in doubt as to their meaning, or feeling that the proposal is discriminatory, shall notify at once the Director of Planning Development, Town of Labrador City in writing within 5 days of the scheduled opening of proposals.

Exceptions as taken in no way obligate the Town to change the proposal. The Director of Planning & Development will notify all respondents in writing, by addendum duly issued, of any interpretations made of proposal instructions.

(e) The Town will assume no responsibility for oral instructions or suggestion. All official correspondence in regard to the proposal should be directed to and will be issued by the Director of Planning & Development, Town of Labrador City.

(f) All proposals must be signed by an authorized signatory of the Respondent.

(g) The Town reserve the right to make additional copies of proposal for internal use or for any other purpose as may be required.

(h) Respondents will be advised of the results after an evaluation of all proposals is complete and a successful respondent is determined.

3.2 Reservations

(a) The Town reserve the right to reject or accept any or all proposals or parts of proposals, when in reasoned judgment, the public interest will be served thereby.

(b) The Town may waive formalities or technicalities in proposals as the interest of the Town require.

(c) The Town may waive minor differences in the proposal provided these differences do not violate the proposal intent.

3.3 Modifications/Addenda

The Town may, at any time prior to the closing date and time, issue additional information, clarifications or modifications to the RFP by written addenda. It is the Respondents sole responsibility to ensure they have received all addenda prior to submitting their Proposal.

3.4 Respondents Expenses

Respondents are solely responsible for their own expenses in preparing, delivering or presenting a proposal and for subsequent negotiations with the Town, if any.

3.5 Exceptions

The submission of a proposal shall be considered an agreement to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

3.6 Currency and Taxes

Prices are to be quoted:

- In Canadian dollars;
- Exclusive of HST.

3.7 Compliance with Laws

The respondent will give all the notices and obtain all the licenses and permits required to perform the work, if any. The respondent will comply with all laws applicable to the work or performance of the contract.

3.8 Period of Submission Validity

Unless otherwise specified, all formal proposals submitted shall be irrevocable for 90 calendar days following proposal closing date, unless the respondent(s), upon request of the Director of Planning & Development, agrees to an extension.

3.9 Disputes

In cases of dispute as to whether or not an item or service quoted or delivered meets proposal requirements, the decision of the Town, or authorized representatives, shall be final and binding on all parties.

3.10 Grounds for Disqualification

The respondent shall direct all questions regarding this RFP or the project to the Director of Planning & Development.

Any attempt on the part of the Respondent or any of its employees, agent, contractors or representatives to contact any of the following persons with respect to this RFP or the project may lead to disqualification:

- (a) any Town of Labrador City councillor
- (b) any Town of Labrador City staff member

4.0 ADMINISTRATION

4.1 Clarification

Respondents are responsible for fully understanding the requirements, existing conditions, and scope of work to be performed. Familiarity with the quality of previous productions, the reputation of past performers, and the overall success of prior events is essential to ensure the same high standard of delivery. Failure to obtain this understanding will not absolve the successful respondent from fulfilling their contractual obligations.

All inquiries must be submitted in writing to the Director of Planning & Development. Email submissions are the preferred method of contact: planning@labradorcity.ca

4.2 Respondent's Qualification

- (a) No contract will be awarded except to responsible respondents capable of providing the services contemplated.
- (b) Respondents must be primarily engaged in providing the services as outlined in the Request for Proposals.
- (c) Respondents must have a comprehensive understanding of the scope of services listed in this Request for Proposal. Understanding and previous experience in all aspects of similar projects is essential criteria in the qualifying process.
- (d) Respondents shall have a proven record of having provided the services contemplated.
- (e) The respondent's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise.
- (f) The Town reserve the right to check all references furnished and consider the responses received in determining the award of this proposal.
- (g) The Town reserve the right to contact or meet with any individual respondent. The Town are not obliged to meet with any or all respondents.

4.3 Indemnity

This is an invitation for proposals and not a tender call. The Town does not intend to nor do they assume or owe any contractual or other duties or obligations as a result of the issuance of this RFP, the preparation or in any discussion with the Town on any other basis whatsoever arising out of this RFP. Without limiting the generality of the foregoing and for certainty, no contract is formed by the submission of a proposal in response to this RFP.

The Town shall have no liability as a result of issuance of this RFP. No respondent shall have any claim against the Town for any compensation of any kind whatsoever as a result of participating in this RFP process, including without limitation any claim for costs of proposal preparation or

participation in discussion, or for any loss of anticipated profits, whether based in contract including fundamental breach, tort, breach of any duty or any other cause of action whatsoever.

In its sole and absolute discretion, and without limiting the generality of the Town discretion under this RFP, the Town may modify or amend this RFP including the timeline, requirements, scope of work, or any other terms, whether material or not, and may cancel, suspend or reissue this RFP.

4.4 Insurance Requirements

The successful respondent will be required to provide General Liability Insurance in a form acceptable to the Town, with the Town of Labrador City as a named party. The amount of coverage will be five million dollars (\$5,000,000.00).

If the respondent is legal obliged to be covered by Workers' Compensation and Health & Safety regulations, the respondents shall provide evidence of coverage and that the premiums are paid and up-to-date. The successful Respondent shall also be responsible for obtaining and providing evidence that any Subcontractor is also covered as required by law.

4.5 Billing & Payment

The respondent shall submit detailed invoices for services provided quarterly to the Project Lead. Billing periods should coincide with project milestones.

The invoice shall contain the following information:

- Purchase Order Number
- Period of Work
- Itemized List of Services Provided
- Time spent by each employee on the project in the billing period
- Expenses incurred on the project during the billing period
- A total showing how much money is billed in the current billing period
- A running total showing how much money has been billed previously
- Total billed to date (i.e., current plus previous invoices)
- Show the HST applicable to the entire billing
- A total showing how much is payable on the invoice.

Invoices beyond the original agreed value will not be accepted unless written consent from the Town is obtained. Invoices for extra work must be submitted separately and must be accompanied by a written justification of the work. Written authorization from the Town will be required prior to proceeding with any extra work.

Payment shall be made upon submission of a proper invoice from the respondent and authorized by the head of the department or designee. Normal payment terms are 30 days from receipt.

4.6 Exceptions

The respondent shall furnish a statement on company letterhead clearly identifying and giving complete description of all exceptions to the terms, conditions and specifications of the RFP. Failure to furnish the statement will indicate that the respondent agrees to meet all requirements of the Request for Proposal and that if a contract is awarded, the successful respondent for this RFP agrees to enter into an agreement with the Town which binds the respondent to all terms and conditions and deliverables as stated in this document and its appendices.

4.7 Termination

Termination for Convenience: The Town may terminate a contract, in whole or in part, if determined that such a termination is in its best interest, without showing cause, upon giving written notice to the respondent.

The Town shall pay all reasonable costs incurred by the respondent up to the date of termination. However, in no event shall the respondent be paid an amount which exceeds the bid price for the work performed.

The respondent shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the respondent has not performed or has unsatisfactorily performed the contract, the Town may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of the Town. Failure on the part of the respondent to fulfill the contractual obligations shall be considered just cause for termination of the contract. The respondent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Town in re-procuring and completing the work.

4.8 Integration

All proposals received shall become the property of the Town. This Request for Proposal document, the respondent's response to this solicitation, and subsequent purchase order(s) to the successful proposal contain the entire understanding between parties, and any additions or modifications hereto may only be made in writing executed by both parties.

4.9 No assignment of Contract

The respondent shall not assign the contract, or any portion thereof, except upon the written approval of the Town.

4.10 Public Information/Proprietary Information

The Town are subject to the provisions of the *Access to Information and Protection of Privacy Act*. Section 27 of the Act excludes the disclosure of information that would be harmful to the business interest of a third party and any disclosure by the Town would be subject to that provision.

4.11 Contractual Agreement

The selected respondent will be required to enter into a contractual agreement, prepared by a solicitor, as outlined in **Appendix - B** attached hereto. The initial term of the contract will be two years, with an option to extend for an additional year, subject to mutual agreement.

4.12 Intellectual Property Rights

The Town will be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract.

4.13 Confidentiality

The selected respondent agrees not to release or in any way cause to release any confidential information that pertains to the Town unless they have been specifically approved to do so in writing.

4.14 Artist Contracts

The respondent will be responsible for entering into contracts with performing artists, subject to the Town's prior approval. At a minimum, acts are expected to perform for 60 minutes, with the headlining or closing act performing for 75 to 90 minutes. Specific terms regarding performance details may be negotiated.

The Town will hire a photographer to document the event for archival purposes, future promotions, and videography. Contracts must include provisions allowing the use of short video clips or images from the event that feature the artist's likeness, with final details subject to further negotiation.

4.15 Project Management

The respondent shall designate a project manager in their proposal. All coordination for services with the Town and the successful respondent shall be the responsibility of the project manager. The project manager shall ensure that any substitutions in team personnel are approved by the Town project manager.

The project manager shall meet and liaise with regulatory bodies, utilities, stakeholder groups, other levels of government, members of the community, as required.

SECTION 5: PROPOSAL SUBMISSION

The submission of a proposal on this service will be considered as a representation that the respondent has carefully investigated all conditions which may affect or may, at some future date, affect the performance of the services covered by the proposal, the entire area to be serviced, and other contract documents and that the respondent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished; also, that the respondent is familiar with all Federal and Provincial laws, all codes and ordinances of the Town of Labrador City which in any way affect the procurement of the work or persons engaged or employed in the work.

In responding to this RFP, each respondent shall, include, as a minimum, a Technical Proposal and a Cost Proposal. The proposal is not complete unless it contains a Technical Proposal which addresses the requirements described herein, and a Cost Proposal that details all costs for the proposed services, including travel and per diem expenses.

Sealed proposals, duly signed and labeled **"Technical Production Services – IronFest 2025, TLC-19-24"**, must be submitted to the Town of Labrador City, PO Box 280, 317 Hudson Drive, Labrador City, NL, A2V 2K5, by 3:00 PM local time, **October 23rd, 2024**, either in a sealed envelope clearly marked for the Town Hall or by email in PDF format to cashier@labradorcity.ca, with the subject line or envelope labeled appropriately with the proposal details.

5.1 Submission Requirements

The Proposal shall include the following as a minimum; failure to do so may be cause for rejection of the proposal:

5.1.1 General Information

Using the form identified in this document as **Appendix A - General Information**, the respondent shall provide the name of the firm, office address, telephone number, email address, and facsimile number.

Respondents shall provide a one (1) to two (2) page executive summary of their proposal.

Respondents shall provide a one (1) to two (2) page corporate resume detailing the respondent firm/partnership's credentials and experience specific to the scope of work detailed in the RFP.

Respondents shall provide an organisational chart detailing the structure of the project team specific to the scope of work, by position.

5.1.2 Team Composition and Experience

5.1.2.1 Respondents shall provide, in detail, their credentials related to the scope of work and any information which documents successful and reliable experience in past contracts, especially those contracts related to the requirements of this Request for Proposal.

5.1.2.2 A one (1) page resume detailing qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required. These credentials may be subject to verification.

In the event there would be a change in the persons named and assigned to perform the services under the contract, the respondent shall be required to submit, for approval to the Town, the credentials and resumes of the persons the respondent proposes to perform the services under the contract.

5.1.2.3 Respondents shall provide a list of three (3) applicable client contacts who have contracted for services offered by the respondent which is considered identical or similar to the requirements of this Request for Proposal. The list should include the following information:

1. Company Name and Address
2. Contracting Officer and Telephone Number
3. Technical Representative and Telephone Number, and
4. A brief, written description of the specific services provided including the year, respondent contract value and final respondent contract value.

Client contacts which include Town of Labrador staff are not desired and will not be considered.

5.1.3 Technical Proposal

5.1.3.1 Respondents shall provide a demonstrated understanding of the subject matter, including, but not limited to, the scope of work as well as the approach that will be taken to

accomplish the services related to this RFP document, as well as an indication of possible challenges and solutions not directly referenced in the Request for Proposals document.

5.1.3.2 Respondents shall provide a bar chart indicating significant project milestones. The respondent's proposal shall also indicate the number and frequency of the anticipated meetings for the review process.

5.1.4 Project Management Methodology

An organizational chart clearly identifying team roles and primary contact will be provided (in the case of multi-disciplinary joint ventures, the lead firm will be identified.)

5.1.5 Artist Selection:

Respondents are required to submit a list of artists or performers with whom they have an established relationship or have contracted for recent events. This list should reflect a range of artists suitable for Ironfest 2025, including details on their genre and performance style. While availability for the event may vary, the Town will work with the selected contractor to finalize artist bookings. The Town reserves the right to review and approve the final selection.

5.1.6 Added Value

The Town are interested in maximizing the value of expenditures at it relates to achieving additional value that would further benefit the Town and their operation, as well as its community of citizens. As such, bidders are encouraged to consider, develop and propose added value concepts, programs, components and the like that would further enhance the proposed services contemplated.

Added Value propositions carry an assigned weight as detailed in the rating schedule of Section 6.2. Costing for Added Value propositions must be detailed as a separate work package, as per the requirements of Section 5.2.2.

5.1.7 Other

Additional brief facts concerning your organization which you feel are critical in evaluating your proposal.

5.2 Cost Proposal

5.2.1 The Cost Proposal shall include a single page duly signed stating the respondent's firm fixed total price for this service as outlined in the Request for Proposal.

5.2.2 Respondents should include within the Cost Proposal on a separate page or pages, a detailed listing of the tasks and activities with a detailed breakdown into work packages, details of all individual costs of the proposed services, and total costs.

5.2.3 The total cost shall represent the maximum payment for the project. Price data should include fixed price, estimated hours of work by key staff and individual hourly cost for staff.

Include and identify expenses and HST separately. Price is not the determining factor for award – see Section 6.0 below.

6.0 METHOD OF AWARD

The evaluation process will be carried out by an evaluating committee who will establish the ranking of all the respondents and produce a short list. The short-listed consultants may be invited to make a brief presentation. The results of the above process will be brought to the appropriate staffing level with a recommendation from the evaluating committee to award.

6.1 Evaluation Process

Each Proposal will be evaluated using the following process:

Stage 1: Verify each bid's compliance to the Mandatory Criteria below and disqualify any bids that fail to meet these.

Stage 2: For bids that pass the Mandatory Criteria, evaluate and score each one, using the Desirable Criteria and weights.

Stage 1 - Mandatory Criteria

The proposal must meet all of the following mandatory criteria and clearly demonstrate that these are met in a substantially unaltered form. If the proposal fails to meet any one of these criteria, it will receive no further consideration during the evaluation process and be deemed non-compliant.

1. The proposal must clearly demonstrate the respondent's experience and ability to fulfill the service requirements identified.
2. All Cost Proposals must be submitted in Canadian dollars (CDN) exclusive of all taxes.
3. The Technical Proposal must demonstrate the respondent's full understanding of the RFP.

Stage 2

All proposals which pass Stage 1 - Mandatory Criteria will be evaluated and ranked against the weighted Proposal Evaluation Criteria listed in Section 6.2. Respondents are reminded that the proposal is the main document used in the evaluation and that the Respondent shall insure all information required to make the decision is included.

Proposals shall be evaluated on the basis of the criteria and weighting as outlined in the Rating Schedule below. In terms of relative importance, criteria are given an Assigned Weight (Column A). The criteria are rated according to the following degree of satisfaction and this rating (i.e., the unit points awarded) is placed in Column B.

Poor 1--3 Points

Fair 4--6 Points

Good 7--8 Points

Excellent 9--10 Points

Each unit Assigned Weight (Column A) is multiplied by the appropriate degree of satisfaction (Unit Points Awarded, Column B) to yield the Total Points (Column A x B). The Total score (i.e., the sum of the column 'Total Points') represents the overall degree of satisfaction. The recommendation will normally be to award the contract to the Consultant having the highest Total score. Each rating shall be considered confidential.

The Town reserve the right to evaluate proposals on any criteria it deems appropriate and may not necessarily rely on the criteria outlined in this document.

6.2 Rating Schedule

Item		Assigned Weight (A)	Unit Points Awarded (B)	Total Points (A x B)
1	Project team and Firm – Personnel to be assigned or made available to the project	15		
2	Technical Proposal	30		
3	Cost Proposal	30		
4	Potential Artist Selection	15		
5	Quality and appearance of proposal	10		

6	Value added (bonus)	5		
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To assist in the evaluation of the Responses, the evaluation committee may, but is not required to:

- ☐ Contact the respondent's clients/customers relevant to the proposal to verify any and all information regarding a respondent and rely on and consider any relevant information from such cited references in the evaluation of responses.
- ☐ Conduct and background investigations that it considers necessary in the course of the evaluation process and consider any relevant information resulting in the evaluation of Responses.

The evaluation committee will only seek clarification from a respondent if the requested information is ambiguous or missing and if such clarification does not offer the respondent the opportunity to improve the competitive position of its response. To the extent possible, requests made by the Evaluation Team will be sent from the email addresses of the RFP Contacts.

The Town reserve the right to deduct points from the Technical Proposal evaluation based on assessment of risk as follows:

- ☐ Low risk - exceptions or omissions to RFP terms and conditions and/or format indicate no risk or low risk to successful completion of project: (-0) to (-5) points
- ☐ Medium risk - exceptions or omissions to RFP terms and conditions and/or format indicate a risk to successful completion of project that can be mitigated using the Town resources: (-5) to (-25) points
- ☐ High risk - exceptions or omissions to RFP terms and conditions and/or format indicate a risk to successful completion of project that can be mitigated but will require significant Town resources: (-26) to (-50) points
- ☐ Unacceptable risk - exceptions or omissions to RFP terms and conditions and/or format indicate a high probability of project failure: (-50) to (-100) points

6.3 Cost Proposal Evaluation

Unless otherwise stated in this document or its addenda, the proposal with the lowest cost shall receive the maximum points allowed. All other proposals shall receive a cost score based on their cost relationship to the lowest. The points for the financial evaluation will be allocated as follows. The total cost of each technically responsive bid will be calculated as shown in the Evaluation of Price. The lowest total cost will achieve maximum available points. All other proposals will be prorated using the lowest cost bid and the following formula:

Max Available Pts. – [Max Available Pts. X (total cost - lowest total cost) / lowest total cost]

Note: If the result is a negative number, the score assigned will be '0'.

Example: Two technically compliant bids are received and the maximum available points equal 30:

Bid 1: \$100,000

Bid 2: \$130,000

Bid 1 being the lowest, would achieve a score of 30 points

Bid 2 would achieve a score of 21 points, calculated as follows:

$$30 - [30 \times (\$130,000 - \$100,000) / \$100,000] = 21 \text{ points}$$

The value of the contract for this project shall be inclusive of applicable HST.

7.0 AWARD OF PROPOSALS

7.1 The Town reserve the right to modify the terms, or cancel, or reissue the Request for Proposals at any time at its sole discretion.

7.2 This invitation should not be construed as a contract to purchase goods or services.

Although proposals will be assessed in light of the evaluation criteria, the Town are not bound to accept the lowest priced or highest scoring proposal or any proposal. The Town reserve the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever, in its opinion, best serves the interests of the municipality.

7.3 Subsequent to the submissions of proposals, interviews may be conducted with some of the respondents, but there will be no obligation to receive further information, whether written or oral from any respondent.

7.4 The Town will not be obligated in any manner to any respondent until a written contract has been duly executed. Any damages arising out of a breach by the Town, including damages for any implied duty at law, are limited to the actual costs of preparing the proposal. Neither acceptance of a proposal, nor execution of a contract, will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any statute, regulation or by-law.

Town of Labrador City
 `Technical Production Services – IronFest 2025`
 TLC-19-24

Company:_____

Project Manager:_____

Mailing Address: _____

Telephone/ Fax: _____

Email: _____

Business Registration Profile:_____

Cost proposal (Summary)

Bid amount:_____

HST:_____

Total:_____

 Witnessed by

 Signing Officer

 Signing Officer

 Date

Sealed proposals, duly signed and labeled **"Technical Production Services – IronFest 2025, TLC-19-24"**, must be submitted to the Town of Labrador City, PO Box 280, 317 Hudson Drive, Labrador City, NL, A2V 2K5, by **3:00 PM local time, October 23rd, 2024**, either in a sealed envelope clearly marked for the Town Hall or by email in PDF format to **cashier@labradorcity.ca**, with the subject line or envelope labeled appropriately with the proposal details.

Closing Date: 3:00 pm local time, Labrador City, October 23rd, 2024.

Bids received after the closing date will not be considered.

Submissions must be in accordance with the instructions disclosed in the 'Request for Proposals' document.

APPENDIX B – DRAFT SERVICES AGREEMENT

THIS AGREEMENT made on the ____ day of _____, 20__.

BETWEEN: **THE TOWN COUNCIL OF THE TOWN OF LABRADOR CITY**, a corporation duly incorporated, organized and existing under the *Municipalities Act*, 1999, S.N.L. 1990, c. M-24 (the “**Town**”)

AND: _____, a body corporate, duly organized and existing under the laws of Newfoundland & Labrador (the “**Contractor**”).

WHEREAS:

- A. The Town requires the performance of those services set forth in this Agreement and Schedule “A” hereto; and
- B. The Contractor is engaged in the business of performing such services, and is prepared to provide the equipment and personnel to perform the services on the basis required by the Town.

NOW THEREFORE in consideration of the respective covenants and agreements of the Parties contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) it is hereby agreed as follows:

1. INTERPRETATION

1.1 Definitions

- (a) “**Claim**” means any and all damages (including punitive and exemplary damages), expenses, costs, losses, injuries, liabilities, liens, judgements, settlements, awards, remedies, debts, expenses, causes of action, claims at law or equity, demands, fines, penalties, court costs and legal fees on a solicitor and his own client basis;
- (b) “**Party**” means either of the Town or the Contractor, and “**Parties**” means both of them;
- (c) “**Representatives**” means the respective directors, officers, employees, representatives, professional advisers, invitees, sub-contractors and agents of each of the Parties; and
- (d) “**Term**” means the term of this Agreement as set out in Schedule “A” – General Specifications.

1.2 Schedules/Exhibits/Annexes

The following schedules shall form a part of this Agreement:

Schedule “A” – Scope of Work

Schedule “B” – Remuneration

1.3 Proper Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador.

1.4 Entire Agreement

This Agreement and the Schedules hereto (collectively, the “**Agreement**”) set forth the entire agreement between the Parties and supersede all prior agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth in the Agreement.

1.5 Amendment

No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Parties hereto or by their respective successors or permitted assigns.

1.6 Counterparts/Fax Copies

This Agreement may be executed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Executed fax copies of this Agreement shall have the same binding effect as an original executed Agreement.

2. INDEPENDENT CONTRACTOR / NO PARTNERSHIP

- 2.1** The Parties agree that no oral agreement or provisions of this Agreement shall be construed so as to constitute Contractor as being servant, or employee of Town. The instruction, management and control of Contractor's employees shall always remain with Contractor, and Contractor shall be deemed to be an independent contractor.
- 2.2** No partnership is created by this Agreement. Nothing contained in this Agreement is or shall be deemed to constitute the Parties either as partners or as agent of the other or any other relationship whereby either could be held liable for any act or omission of the other. Neither Party shall have any authority to act for the other nor to incur any obligation on behalf of the other, save as specifically provided for by this Agreement. Contractor shall have no authority to make statements, representations or commitments of any kind, or to take any actions, which shall be binding upon Town except as provided for herein or authorized in writing by Town. Each Party covenants to indemnify the other from all claims, obligations, and responsibilities incurred by a Party by reason of any action or omission of the other Party outside the scope of the authority specifically provided for by this Agreement.

3. SCOPE OF WORK

- 3.1** Contractor shall perform the work and services set out in the Scope of Work attached in Schedule “A” hereto (the “Work”) and fulfill all other obligations in accordance with the terms of this Agreement.
- 3.2** The Contractor represents and warrants to the Town that it has the requisite skills, facilities, equipment and capacity to perform the Work and will perform the Work with all due care, skill and diligence and in a manner which would normally be employed by a recognized professional performing work of a comparable nature. The Contractor shall furnish the necessary qualified personnel to perform the Work.

4. REMUNERATION

The Town shall pay the Contractor that remuneration identified in Schedule “B” for Work completed during the Term at the request of the Town.

5. COMPLIANCE WITH LAWS

Contractor shall perform the Work in compliance with laws, regulations and orders of all applicable governmental, municipal and other competent authorities that are presently in effect or which become effective during the performance of the Work, and the Contractor shall be responsible for all consequences which may arise because of non-compliance with such requirements, including, without limitation, paying all fines and penalties for contravention of such requirements.

6. PERMITS

Contractor shall procure from the proper authorities or persons all permits, patents and licenses which may be required in the performance of the Work.

7. WORKPLACE HEALTH AND SAFETY

7.1 Contractor shall be responsible for ensuring the health and safety of its representatives including, but not limited to:

- (a) Ensuring that all equipment within Contractor’s control shall be maintained in good condition and shall meet all applicable legislation and regulations;
- (b) Ensuring that only competent personnel carry out the Work;
- (c) Cessation of all activities in the area of an identified health or safety problem until it is resolved;
- (d) Reporting of all health and safety hazards to Town; and
- (e) Provision of all necessary protective equipment to its representatives.

7.2 Contractor shall comply with all applicable provincial and federal laws and regulations, and provide proof to Town, if requested, of an account in good standing with the Workplace Health, Safety and Compensation Commission. Contractor shall promptly investigate and report to Town, and all legislative authorities having jurisdiction, any accident or occurrence resulting in injury, death or illness to any Representative.

7.3 Contractor shall at all times pay or cause to be paid any assessment or contribution required to be paid pursuant to the *Workplace Health, Safety and Compensation Act* or like legislation of each province in which the Work is performed and upon failure to do so, in addition to any other rights available to it under this Agreement or at law, Town may retain the amount of such assessment or contribution from any payment then due or to become due to Contractor under this Agreement.

8. TERM, DEFAULT, TERMINATION AND SURVIVAL

8.1 Term

Notwithstanding the date that this Agreement is executed, it shall be in effect for the period set out in Schedule “A”, unless terminated or extended as provided in the Agreement.

8.2 Default

Contractor shall be in default (“**Default**”) if any one of the following occurs:

- (a) If Contractor becomes insolvent, or if any insolvency, receivership or bankruptcy proceedings are commenced by or against Contractor;
- (b) If Contractor assigns, subcontracts or transfers this Agreement or any right or interest therein, without prior written consent of the Town.
- (c) If the interest of Contractor devolves upon any person or corporation otherwise than as herein permitted;
- (d) If Contractor fails to make prompt payment for labour or materials;
- (e) If Contractor disregards laws or ordinances or the lawful requirements of any competent authority or instructions of the Town;
- (f) If Contractor fails to provide any documentation that is required by this Agreement, including, but without limiting the foregoing, proof of insurance, licenses, permits and compliance with regulatory bodies of any kind;
- (g) If Contractor fails, neglects, refuses or is unable at any time during the course of the Work to provide ample material, equipment, services or labour to perform the Work at a rate or in a manner deemed sufficient by Town to give reasonable assurance that Contractor shall complete the Work in accordance with this Agreement; or
- (h) If Contractor defaults in its performance of a representation, warranty or guarantee or other provision of this Agreement.

If Contractor is in Default, then Town, without prejudice to any other rights or remedies available to it under this Agreement or at law, may terminate this Agreement forthwith by giving written notice of termination to Contractor, and/or Town shall have the right to finish the Work either directly or by using the services of other contractors. In the case of such termination for Default, Contractor shall execute all papers and take all other steps which may be required to vest in Town all rights, title, set offs and other benefits held by Contractor in connection with the performance of the Work. Contractor shall be liable for any excess cost of the Work incurred by Town on account of any of the circumstances described in this Article. Town shall be entitled to withhold further payments to Contractor until such times as Town determines Contractor is entitled to further payments. Upon completion of the Work by Town or third parties, the total cost of the Work shall be determined by Town. Contractor shall thereafter be notified in writing of the amount, if any, that Contractor shall pay Town or Town shall pay Contractor, which shall be deemed to complete all payments under the terms of this Agreement.

8.3 Termination

- (a) Town may terminate this Agreement, for any reason, by written notice addressed to Contractor at its main place of business, on the expiration of thirty (30) days from the date of delivery of notice of termination; and

- (b) Contractor may terminate this Agreement, for any reason, with consent of Town and on a date mutually agreed upon by both Parties.

8.4 Extension of Term

The Term of this Agreement shall be extended for an additional period of one (1) year, commencing on August 10, 2025 and ending on August 9, 2026, unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the current term. All other terms and conditions of the original Agreement shall remain in full force and effect during the extended term, unless otherwise mutually agreed in writing by both parties.

8.5 Survival of Agreement

The provisions of this Agreement respecting liability and indemnification, warranty, settlement of accounts, taxes and confidentiality, and all obligations which have accrued hereunder prior to the date of termination of this Agreement shall survive the termination of this Agreement and remain enforceable thereafter.

9. LIABILITY AND INDEMNIFICATION

9.1 Contractor shall:

- (a) be liable to Town for all Claims which Town or Contractor may suffer, sustain, pay or incur, in any manner whatsoever, as a result of the performance or non-performance of the Work by the Contractor; and
- (b) defend, indemnify and hold Town harmless from and against all Claims which may be brought against or suffered by Town or which Town may sustain, pay, incur, in any manner whatsoever; directly or indirectly arising from or in connection with this Agreement resulting from the wrongful act or neglect of the Contractor, or any failure by Contractor to comply with its obligations under this Agreement.

9.2 Contractor shall immediately advise Town of any damage to private property by Contractor's equipment and Contractor is liable for damages.

9.3 Town will not be responsible for any damage to Contractor's equipment that may occur during the performance of the Agreement or otherwise.

10. INSURANCE

The Contractor shall maintain sufficient third-party liability insurance in relation to risk of loss or injury to persons or property, collision and automobile liability insurance, and all risks property insurance, as reasonably required by a prudent contractor in relation to the supply of services similar to the Work. The Contractor shall provide proof of such insurance to Town, upon request.

11. CONFIDENTIALITY

It is acknowledged by Contractor that in the performance of this Agreement there may be disclosed to Contractor information of Town (including without limitation all intellectual property, drawings, specifications, marketing plans, strategies, logos, and the like supplied by the Town or prepared by Contractor in connection with the Work), which has not generally been disclosed to the public (the “**Confidential Information**”). It is acknowledged that it is necessary to the proper and efficient performance of the Agreement that disclosure of Confidential Information may need to be made to the Representatives of Contractor (“**Permitted Purposes**”). The term “Confidential Information” does not include information which (i) becomes generally available to the public other than as a result of a disclosure by Contractor or its Representatives or, (ii) becomes available to Contractor on a non-confidential basis from a source other than Town or its Representatives, provided that such source is not bound by a confidentiality agreement with Town. It is further agreed by each party that money damages would not be a sufficient remedy for any breach of this Article by Contractor or its Representatives and, in addition to all other remedies, Town shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and Contractor further agrees to waive and to use its best efforts to cause its Representatives to waive any requirement for securing or posting of any bond in connection with such remedy.

It is agreed that the Confidential Information will not be used by Contractor in any manner that may be detrimental, commercially or otherwise, to Town and that the Confidential Information will be kept confidential by Contractor, provided however, that such Confidential Information may be disclosed to Representatives of Contractor who need to know such information for the Permitted Purposes. It shall be the responsibility of Contractor to inform such of its Representatives who have access to Confidential Information of the confidential nature of such information and to cause them to treat such information in the strictest confidence and only for the Permitted Purposes.

12. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing and deliverable by facsimile or by hand, in the case of Town to:

Addressed to:

Town of Labrador City
P.O. Box 280, 317 Hudson Drive
Labrador City, NL A2V 2K5
Attention: Craig Purves

Except as set out in Schedule “A”, any notice to be given pursuant to this Agreement shall be in writing and deliverable by facsimile or by hand, in the case of Contractor to:

Addressed to:

●

The notice shall be considered to have been received by the addressee on the date of delivery, if delivered by hand to the individual or to an officer of the Party for whom they are intended, or

if sent by facsimile transmission to have been delivered on the date of receipt of the transmission, when addressed as provided herein.

IN WITNESS WHEREOF the parties have executed this Agreement on the date set forth above.

	}	TOWN OF LABRADOR CITY
		Per: _____
		Name: _____
_____	}	Title: _____
Witness		I/We have the authority to bind the corporation
	}	[CONTRACTOR NAME]
		Per: _____
		Name: _____
_____	}	Title: _____
Witness		I/We have the authority to bind the corporation

SCHEDULE “A” – SCOPE OF WORK

SAMPLE

SCHEDULE “B” – REMUNERATION