



Exhibition Place

ACTION REQUIRED

Item No. 22

October 27, 2011

To: The Board of Governors of Exhibition Place

From: Dianne Young, Chief Executive Officer

Subject: **Official Show Display Services Agreement**

Summary:

This report recommends that the Board extend the Agreement with GES Canada (“GES”) on a month-to-month basis as the Official Show Display Service provider to Exhibition Place including Direct Energy Centre and Allstream Centre expiring on September 30, 2011. A Request for Proposal (RFP) for this service was issued through the City of Toronto Purchasing Department and GES was the only proposal received. Staff are in the process of finalizing the negotiations for the new Agreement and will report back to the Board at its December 16, 2011 meeting. GES is a major service provider in this industry and the approval of the agreement between the Board and GES will result in a positive income stream to Exhibition Place and the Allstream Centre in accordance with the 2011 Operating Budget.

Recommendations:

It is recommended that the Board approve extending the Agreement with GES Canada on a month-to-month basis, not to exceed three months, all in accordance with the existing terms and conditions as set out in this report.

Financial Impact:

Approval of this three-month extension between the Board and GES will result in a positive income stream to Exhibition Place and Allstream Centre in accordance with the 2011 Operating Budget.

Decision History:

At its meeting of September 19, 2008, the Board approved a three (3) year agreement with GES Canada for the official supplier of display show services within the Direct Energy Centre. The term of that agreement expired on September 30, 2011.

Issue Background:

With the expiry of the existing Show Display services agreement with GES, a Request for Proposal (RFP) was issued through the City of Toronto Purchasing Department. The GES proposal was the only one received.

Comments:

GES was the only bidder for the recent RFP and staff are in the process of finalizing the proposed terms and conditions for the new Agreement with GES and will report back to the

meeting of the Board on December 16, 2011. However, to avoid having a gap in the agreement with GES which would result in loss revenue to the Board, staff are recommending the extension of the existing agreement with GES on the existing terms and conditions which are as follows:

- (a) Term: Month to Month, commencing October 1, 2011 and expiring no later than December 31, 2011.
- (b) Rights: To be the Official Supplier of Show Display Services in the Direct Energy Centre and the Allstream Centre which services include planning and design, floor marking, the provision of exhibit booths (both drape and hard wall), carpet, plants and flowers.
- (c) Fees: Per the submitted RFP response
- (d) Reporting/Auditing Requirements: As required to allow the Board to determine and confirm amounts payable under the agreement.
- (e) Taxes: GES shall be responsible for payment of all taxes, rates and assessments levied with respect to its activities and presence on the grounds.
- (f) Office Space: GES shall be given the right to occupy office space within the DEC for the sole purpose of providing the services permitted under the agreement, subject to such terms and conditions as may be required.
- (g) Equipment/Expenses: GES shall provide and maintain all equipment and furnishings required for its purposes and be solely responsible for the payment of all expenses and costs associated with its operations, including utility costs.
- (h) Rates: All rates to be charged to exhibitors or other persons shall be as set out in the agreement.
- (i) Joint Marketing Initiatives will be mutually agreed by the parties.
- (j) Indemnity/Insurance: GES shall indemnify the Board, and City of Toronto with respect to any and all expenses, costs or claims as a result of GES's exercise of its rights under the agreement or use of the grounds. GES shall provide sufficient insurance in such form and amount as required by the CEO, in consultation with the City's Insurance & Risk Management Group.
- (k) Union Obligations: GES shall comply with all trade union/association agreements affecting work done on the grounds.
- (l) Other Commercial Terms: The agreement shall include other standard commercial terms respecting termination and other matters in a form satisfactory to the General Manager and the City Solicitor.

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Submitted by:

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