REQUEST FOR PROPOSAL
SHORT-TERM SPECIAL EXHIBIT
RFP 18 (2017-06)

The Toronto Zoo invites qualified Proponents to submit a proposal for a compelling multi-faceted, interactive, family friendly, short-term turnkey exhibit that engages audiences of all ages for display in the Special Events Tent for the period between Monday 2018-05-16 and Monday 2019-12-31. The original Contract may be extended for two (2) additional one (1) year periods on mutually agreed terms.

The proposed exhibit will support the mission, vision, goals and objectives of the 2015-2020 Strategic Plan, specifically Goal 2 which is “to enhance the guest experience to appeal to a more diverse audience and inspire conservation action.”

Please provide four (4) copies of your proposal, one (1) unbound signed and clearly marked as ORIGINAL and three (3) copies of the original proposal clearly marked as COPY and one (1) electronic copy (Microsoft Word or Adobe Acrobat PDF) on a CD or flash drive in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above).

Due Date: Proposal to be delivered to the office of Purchasing & Supply, Toronto Zoo, Administrative Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

Friday, 2017-07-21 by 1200 hours (noon), local time

The Board of Management of the Toronto Zoo reserves the right to reject any or all Proposals or to accept any Proposal, should it deem such action to be in its interests.

If you have any queries regarding this request for proposal, please contact Mr. Peter Vasilopoulos, Supervisor of Purchasing & Supply at pvasilopoulos@torontozoo.ca.

Yours truly,

Robin D. Hale
Chief Operating Officer
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1.0 INSTRUCTIONS

1.1 Ensure that you have received all 21 pages of the RFP package.

1.2 Complete ALL FORMS by due date and time received on or before Friday, 2017-07-21, by 1200 hours (noon) local time or your Proposal will not be considered. Include signed copies of any addenda with your submission package. Use the attached submission label when you submit your response and deliver to the Toronto Zoo.

1.3 Provide four (4) copies of your proposal, one (1) unbound signed and clearly marked as ORIGINAL and three (3) copies of the original proposal clearly marked as COPY and one (1) electronic copy (Microsoft Word or Adobe Acrobat PDF) on a CD or flash drive in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above).

1.4 If the Toronto Zoo determines that an amendment is required to this RFP, the Toronto Zoo representative will issue by email or post a written addendum on the Toronto Zoo Website that will form part of this RFP. It is the responsibility of the bidder to check the website and to download the addendum from the Toronto Zoo’s website. No amendment of any kind to the RFP is effective unless it is provided by email or posted in a formal written addendum on the Toronto Zoo website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda and acknowledged on the submission form.

1.5 Proposals must not be submitted by facsimile or email.

1.6 Unless otherwise indicated herein, the prices stated are payable in Canadian Funds, excluding HST.

1.7 Use the attached submission label, when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.

1.8 Prices shall remain in effect for a period of ninety (90) days from the Proposal due date.

1.9 The Successful Proponent will conform to and enforce strict compliance with the Occupational Health and Safety Act R.S.O. 1990, as amended (OHSA) and Workplace Safety and Insurance Board (WSIB) in the performance of the Work/Services.

1.10 The Successful Proponent must adhere to all relevant Toronto Zoo policies, including, but not limited to, the Toronto Zoo Health and Safety Policy, the Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the Chief Operating Officer (COO) shall supply to the Successful Proponent.

1.11 The Successful Proponent shall keep proper record of accounts including supporting documents for the services rendered as a result of this RFP and these records of account shall be open for inspection and/or audit by the Zoo upon reasonable request during normal business hours at the Zoo. Such records shall be retained for two (2) years following the completion of the services.

1.12 The RFP should not be construed as an offer or a contract to purchase goods or services.

1.13 Proponents shall not issue any news releases or make any public announcements concerning the RFP, the awarding of this or any contract or any element of the subject project without the prior written consent of the Toronto Zoo and then, only in coordination with the Toronto Zoo.

1.14 For any questions concerning the contract terms and conditions of this RFP, please contact:
Peter Vasilopoulos
Supervisor, Purchasing & Supply
Tel: 416-392-5916
E-mail: pvasilopoulos@torontozoo.ca

For any technical queries concerning the specifications of this RFP, please contact:

Jennifer Tracey
Senior Director, Marketing, Communications & Partnerships
Tel: 416-392-5936
E-mail: jtracey@torontozoo.ca
2.0 GENERAL TERMS

2.1 The following definitions will apply to this Request for Proposal and to any subsequent Contract:

2.1.1 “Board” or “Toronto Zoo” means the Board of Management of the Toronto Zoo;

2.1.2 “CEO” means the Chief Executive Officer of the Toronto Zoo;

2.1.3 “COO” means the Chief Operating Officer of the Toronto Zoo;

2.1.4 “Contractor” means the person, partnership or corporation contracting with the Board to provide the required Services;

2.1.5 “Contract” means acceptance by the Toronto Zoo (by way of written acknowledgement, Agreement, Contract or Purchase Order) to furnish Services for money or other considerations;

2.1.6 “Contract Price” means the price payable under the contract to the Contractor, being the Proposal Price eventually accepted by the Board of Management of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;

2.1.7 “Preferred Proponent” means the Proponent whose Proposal, as determined by Board staff through the evaluation analysis described in the RFP, provides the best overall value in meeting the Board’s requirements, and may be recommended for award;

2.1.8 "Prime Proponent" means a person, partnership or corporation of firm that submits a Proposal in response to this RFP on a behalf of a joint venture or consortium;

2.1.9 “Project Co-ordinator” is the person designated by the Board to manage the project for the Toronto Zoo;

2.1.10 “Proponent” means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;

2.1.11 “Proposal Price”, “Contract” and “Contract Documents” have the meanings set out therefore in clauses contained in these documents;

2.1.12 “Request for Proposal (RFP)” means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;

2.1.13 “Services” or “Work” means everything that is necessary to be performed, furnished delivered by the Proponent to meet the Proponent’s obligation under this Contract;

2.1.14 “SET” means the area of the Facility known as the Special Events Tent area in which the Exhibit is to be held;

2.1.15 "Successful Proponent" means the Preferred Proponent with whom the Board intends to negotiate an awarded Agreement.
3.0 BACKGROUND AND SCOPE OF WORK

3.1 Background Information

3.1.1 The Toronto Zoo was founded to exhibit and conserve animal, plant, and fish species and has become well known for advancing wildlife conservation, often in partnership with governments, not for profits, and other Zoos at the local, national and international scale.

3.1.2 At about 287 hectares (710 acres) the Toronto Zoo is one of the world’s largest Zoos. The Toronto Zoo is divided into geographic zones of the world each representing the natural habitat and species of the world region.

3.1.3 Promoting wildlife conservation, sustainability and biodiversity are the key parts of the Zoo’s mission, and is reflected in its scientific research, programming and educational outreach. The Strategic Plan for the Toronto Zoo seeks to further enhance the Toronto Zoo’s efforts at wildlife conservation excellence with a focus on Canadian species. A Master Plan currently being completed will reinforce this objective through sustained and focused capital investment over the next 15 to 20 years. Please see the following link to review the Strategic Plan

http://www.torontozoo.com/ExploreTheZoo/Vision/

3.1.4 The Toronto Zoo, is a premier leisure destination in Ontario attracting around 1.25 million visitors annually within a highly competitive market. The Toronto Zoo generates enough revenue from attendance and on site spending to cover approximately 80 percent of its operating costs including its conservation and educational programming. The balance of its operating costs are covered by the City of Toronto as the Toronto Zoo is an agency of the City of Toronto. Some conservation activity is funded by government grants. The Toronto Zoo is currently establishing a foundation to help it with its funding and programming needs.

3.1.5 The Toronto Zoo is a complex business with a diversity of people talent in areas such as animal care, trades, horticulture, animal nutrition, veterinary science, and reproductive biology. As such the Zoo is highly focused on the use and creation of knowledge. A challenge for the Toronto Zoo is attracting, motivating, and retaining talent especially given workforce succession.

3.1.6 The Toronto Zoo works in partnership with its local and regional institutions. Key institutional partners are Parks Canada at the Rouge National Urban Park (RNUP), the Toronto and Region Conservation Authority, City of Toronto, the Ministry of Natural Resources and the Universities of Toronto (Scarborough campus), York and Guelph. The Toronto Zoo views part of its future success tied to effective collaboration with these partners.

3.2 SCOPE OF WORK - SHORT-TERM EXHIBITION

The Toronto Zoo is inviting qualified Proponents which can provide a family-friendly, educational, short-term animal and/or non-animal exhibit for display between Monday 2018-05-16 and Monday 2019-12-31 in the Special Events Tent (SET) and adjacent outdoor area. The temporary exhibit will support the mission, vision, goals and objectives of the 2015-2020 Strategic Plan, specifically Goal 2 which is “to enhance the guest experience to appeal to a more diverse audience and inspire conservation action.”

The SET structure is approximately 8,500 square feet (60ft wide by 142ft in length). Ceiling height is 25 feet irregular with 16 feet usable (minimum). The service door is 11 feet wide and 13 feet high. Specific details of the SET including overall height, door
access, source of power, HVAC and other details are noted in the drawings no. E-1, E-2 and M-1 to M-7. In addition to the SET, it may be possible to utilize additional outdoor space onsite to support this temporary exhibit.

As part of your proposal provide costs, including the applicable rental fees, duties, transportation fees, and installation and technical services for the rental period of Monday 2018-05-16 to Monday 2019-12-31 inclusive.

3.3 Term of Contract
3.3.1 The term of the short-term exhibit will from Monday 2018-05-16 to Monday 2019-12-31. The original Contract may be extended for two (2) additional one (1) year periods on mutually agreed terms. If Toronto Zoo elects to renew Contract, the Toronto Zoo shall provide notice to the Contractor a minimum of sixty (60) days prior to the expiration date of the Contract for such renewal year.

3.4 Timing, Location, Attendance, Sponsors and Advertising
3.4.1 During the display period, the Zoo will likely follow its usual operating hours: 9:00 am – 6:00 pm up until Friday 2018-05-16; 9:00 am – 7:30 pm Saturday, 2018-05-21 to Monday 2018-09-05, 9:00 am – 6:00 pm Tuesday,2018-09-06 to Monday 2018-10-10. Final hours for this exhibit to be determined.

3.4.2 The exhibit will be held primarily in the SET area. Under consideration is access provided only to patrons who have paid a separate admission for the exhibit.

3.4.3 Media and cash Sponsors for this exhibit may be obtained.

3.4.4 The advertising plan may include print (tourism and newspaper), radio, TV, online, Toronto Zoo website, tourism rack cards, membership publications, on-site signage, 2018 Annual Visitors Guide. The advertising plan is to be determined.

3.5 Marketing and Technical Support
As part of your proposal please provide or provide details how you will provide for the following:

3.5.1 Visuals for Toronto Zoo’s development of graphic material
3.5.2 Educational Information Sheets and/or teachers guides (digital format)
3.5.3 Line Art (digital format)
3.5.4 Spec sheets
3.5.5 Technical Training Guide for Toronto Zoo staff
3.5.6 Logistics Planning Guide
3.5.7 Logo Art (digital format)
3.5.8 Maintenance kit
3.5.9 Technical Support (setup, takedown, 24/7 support serviced)

3.6 Exhibit Details and Contractor’s responsibilities
3.6.1 As the SET area will be the primary area for the exhibit, it is very important to review the area and maximize space to display the exhibit and to identify any special requirements including power or lighting requirements. Your proposal should include ideas for enhancing the SET area and may include areas within the same area that have not been identified herein.
3.6.2 The Contractor shall commence installation of the work within one (1) week of Contract execution and be completed by 12:00 pm (noon) on Friday, May 11, 2018. On January 2, 2020, the contractor shall commence the dismantling of the exhibit for removal from the Toronto Zoo within forty-five (45) days after the closing date.

3.6.3 The Contractor shall provide all of the equipment for the installation and removal of the exhibit.

3.6.4 The Contractor shall co-ordinate the lighting and production to properly display the exhibit including educational material and interpretive signage and other themed material that may contribute to the atmosphere of the exhibit/display.

3.6.5 All materials used, shall be fire-retardant.

3.6.6 Power up to 400 amps 3-phase, is available for the SET. Identify any special power requirements.

3.6.7 The Contractor will be responsible for the major problems having to do with the repair and/or maintenance of the exhibit items. Toronto Zoo staff will be available during the display period to handle minor repairs and daily maintenance to the exhibit.

3.6.8 The Contractor shall co-ordinate the work of all sub-contractors.

3.6.9 The Contractor shall provide an experienced field engineer and technicians to complete proper installation of the exhibit. The technical team shall liaise with Toronto Zoo staff to coordinate all of the installation/dismantling activities, power installations and technical training to Toronto Zoo staff for day to day maintenance.

3.7 Safety Requirements:

3.7.1 The Contractor shall comply with all federal, provincial or occupational health and safety legislative requirements, including, and without limitation, the Occupational and Health Safety Act, R.S.O., 1990 c.0.1 and regulations thereunder, as amended from time to time (collectively the “OHSA”).

3.7.2 The Contractor, for purposes of the OHSA, will be designated as the Constructor for this project and will assume all of the responsibilities of the Constructor set out in the Act and its regulations.

3.7.3 Specifically, it is the responsibility of the Contractor:

3.7.4 To designate and advise the Project Co-ordinator of the name of the agent of the Contractor who is responsible to monitor the construction work site to ensure compliance with the OHSA and the Toronto Zoo Health and Safety Policy and to initiate corrective action to ensure compliance.

3.7.5 To ensure that all work site accidents are promptly investigated to determine cause and that first aid is administered as required for all work related injuries. A written report of all such accidents shall be forwarded to the Toronto Zoo Project Co-ordinator by the Contractor, which will include the corrective action taken to prevention of further accidents.
3.7.6 To ensure that all hazardous materials, as defined by the WHMIS Regulation, brought on to the work site adhere to the WHMIS labeling, storage, safe handling, as use requirements and that all workers under the supervision of the Contractor be trained to safely use such materials.

3.7.7 To supply, where specified by the OSHA, appropriate safety and personal protective equipment and that all workers under the supervision of the Contractor be trained in the use of this equipment.

3.7.8 To ensure, where applicable under the OHSA, that Joint Health and Safety Committees, worker safety representatives or worker trade representatives are functioning on any work site established at the Toronto Zoo. The Contractor’s Joint Health and Safety Committees, worker or trade representatives shall inform the Project Co-ordinator of all outstanding issues which may affect the health and safety of Toronto Zoo employees.

3.8 Contractors Working in the Vicinity of Animal Containments:

3.8.1 Contractors, Sub-contractors or their employees are not allowed, without the approval of the Wildlife Care Manager, or their designate:

3.8.2 To enter any paddock, holding cage or other enclosure in which an animal of any kind is housed.

3.8.3 To attempt at any time or in any circumstance, to touch, handle or otherwise manipulate any animal.

3.8.4 To cross safety barriers or enter non-public areas without prior approval as outlined above.

3.8.5 Anyone who fails to comply with the above instructions will be considered in breach of their contract and escorted from Toronto Zoo property.

3.8.6 In addition, a contractor, or their employee, may be fined by the Ministry of Labour, under the Occupational Health and Safety Act (OHSA).

3.9 Toronto Zoo Responsibilities

3.9.1 The Toronto Zoo shall prepare the space to allow delivery, set up, major maintenance, if required, and dismantling of the exhibit.

3.9.2 Electrical Power of up to 400 amps, 3-phase shall be provided in the SET area.

3.9.3 The Toronto Zoo will provide staff to work the event and provide maintenance staff for minor day to day maintenance.

4.0 PROPOONENT SUBMISSION REQUIREMENTS

Three (3) bound copies and one (1) electronic copy, Microsoft Word or Adobe Acrobat PDF, of the final version of the Short Term Special Exhibit are to be submitted no before Friday, 2017-07-21, by 1200 hours (noon) local time. All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) where possible and 11 point font.
4.1 The Request for Proposal (RFP) shall indicate the ownership, financial resource and credit history and references of your company. List some of the more recent exhibits that you have coordinated, including the location of the exhibit, duration of exhibit, primary contact name and phone number (see Forms).

4.2 Costs to be broken down separately as identified on the attached Forms, Section B, item 1.2. No additional charges shall be allowed without the prior approval from the Toronto Zoo.

4.3 A brief outline of the staffing, including the field engineer and preventative maintenance, to be provided to coordinate the set up, testing and dismantling of the exhibit.

4.4 Suggest terms of payment; include deposit and monthly rental rates. Detail rental(s) to be provided in overall production schedule for the event, from start to finish.

4.5 Provide a plan detailing how to meet the Zoo’s operational limitations (power and facilities). Specify the equipment to be brought on site to the Zoo.

4.6 Detail any other special requirements, contingencies or needs that should be considered.

4.7 Indicate those items to be provided at no cost or at a discount, including staffing.

4.8 Preference may be given to proposals offering environmentally beneficial and sustainable services, products and business practices.

4.9 The proposal including all prices will be irrevocable for a period of ninety (90) days from the date of the proposal submission deadline.

Responses to the RFP may be submitted on behalf of an individual firm, strategic partnerships, joint ventures or consortiums, however a single firm must be identified as the primary contact as required to issue a purchase order or execute a contract with the Toronto Zoo.

CONTENT: The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply rephrase or restate the requirements, but rather shall provide convincing rationale to address how the Proponent intends to meet these requirements.

The Proponent shall assume that the evaluation team has no prior knowledge of its qualifications and experience, and will base its evaluation on the information presented in the proposal. Elaborate brochures or documentation, bindings, detailed artwork, or other embellishments are unnecessary and are not desired.

5.0 SCHEDULE OF EVENTS:

The following is a tentative schedule for the Short-Term Exhibit:

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<tr>
<td>Release of RFP</td>
<td>2017-06-30</td>
</tr>
<tr>
<td>Proponents’ Question Deadline</td>
<td>2017-07-07</td>
</tr>
<tr>
<td>Submission Due</td>
<td>Friday 2017-07-21</td>
</tr>
<tr>
<td>Interviews, if necessary</td>
<td>Week of 2017-08-21</td>
</tr>
<tr>
<td>Notification of Award By the Toronto Zoo</td>
<td>Week of 2017-08-28</td>
</tr>
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The RFP process and project will be governed according to the above schedule or other schedule approved by the COO. Although every attempt will be made to meet all dates listed, the Toronto Zoo reserves the right to modify any or all dates at its sole discretion. Appropriate notice of change will be provided, in writing, as soon as is feasible so that each Proponent will be given the same non-preferential treatment.

6.0 PROPOSAL EVALUATION CRITERIA

6.1 The Proponent is urged to ensure that its Proposal is submitted in the most favourable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the Proposal from further consideration.

6.2 The Agreement will not be awarded to the Proposal with the lowest cost, but rather, award shall be based on a combination of related expertise, prior project experience and price. Additionally, the Zoo may accept or reject any part of the Proponent’s bid.

6.3 An Evaluation Team comprised of representatives designated by the Zoo will evaluate responses to the RFP.

6.4 There are three steps to the pre-defined evaluation process:

   Step 1 – Initial Review of Responses
   Step 2 – Evaluation of Submitted Proposals
   Step 3 – Evaluation of Presentations

6.5 Step 1 – Initial Review of Responses

   The Zoo will open only those Proposals received by the Proposal Deadline and time specified within this RFP. Immediately upon opening, the Zoo will review each Proposal for compliance with the instructions and conditions applicable to this RFP. The Zoo, at its option, may seek Proponent retraction and clarification of any discrepancy/contradiction found during its review of Proposals.

6.6 Step 2 – Evaluation of Submitted Proposals

   6.6.1 The Evaluation Team will evaluate each submitted Proposal, that has passed through Step 1, on criteria that will include, but not necessarily be limited to, the following:

   6.6.2 Overview of ownership, financial resource and credit history and references of your company (5 points)

   6.6.3 Selection, availability and attraction value of exhibit, scenic theme and décor. Include description of quantity and quality of décor, staging, lighting, environmentally beneficial an sustainable services, products and business practices etc (30 points)

   6.6.4 Details of technical staff required and operations plan including preventative maintenance program to provide on-site support and to ensure safety requirements are satisfied and maintained. Also outline any power and water requirements for the event and efforts to assist in reducing the amount of water used during the exhibit (10 points)

   6.6.5 Marketing and educational information. (10 points)
6.6.6 Experience including proposed team, resources and qualifications in staging exhibits. References should also be included, especially previous exhibits in other Zoos of similar size of operation. (10 points)

Note: In providing references, Proponents agree that the Toronto Zoo can contact the references as part of the evaluation process without further authorization.

6.6.7 Detailed implementation plan showing activities and dates for the entire implementation period leading to the completion by 12:00 hours (12pm) on Friday, 2018-05-02. (10 points)

6.6.8 Total Price to stage the exhibit. (25 points)

6.7 The aim of the Evaluation Team will to select the one Proposal which in its opinion meets the requirements of the Toronto Zoo under this RFP and provides the best overall value to the Toronto Zoo. The Proposal selected, if any, will not necessarily be one the offering the lowest cost to the Toronto Zoo.

6.7.1 The Process commenced by this RFP may be cancelled and a new process instituted at any time by the Toronto Zoo, the Toronto Zoo nor the Board shall be responsible for any loss, damages or expenses incurred by the Proponent.

6.7.2 The Zoo may, at its discretion, eliminate a Proposal from further consideration if it deems the overall cost to be prohibitive.

6.7.3 A short-list of suitable Proponents may be established who may be invited to Step 3 to provide presentations related to their Proposal.

6.8 Step 3 – Evaluation of Presentations (If Required)

6.8.1 Invited Proponent(s) shall provide presentations in support of their Proposals or to demonstrate or otherwise expand on the information contained therein.

6.8.2 The Proponent(s) shall ensure that the presentation is made by well versed staff with the authority to make decisions and commitments on behalf of the Proponent.

6.8.3 Any and all costs incurred by the Proponent in order to prepare for and attend the presentation and/or demonstration including transportation, food, lodging, etc. shall be borne entirely by the Proponent.

6.9 The final score is then calculated as illustrated in the following table:

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<th>Evaluation</th>
<th>Score</th>
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<tr>
<td>Step 1 – Initial Review of Submitted Proposals</td>
<td>Prerequisite</td>
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<tr>
<td>Step 2 – Evaluation of Submitted Proposals</td>
<td>Maximum 100</td>
</tr>
<tr>
<td>Step 3 – Evaluation of Presentations (If Required)</td>
<td>(Maximum 50 If Required)</td>
</tr>
<tr>
<td><strong>Total maximum score excluding Presentation</strong></td>
<td><strong>100</strong></td>
</tr>
<tr>
<td><strong>Total maximum score including Presentation</strong></td>
<td><strong>150</strong></td>
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6.10 By responding to this Proposal, the Proponent agrees to accept the recommendation of the Evaluation Team as final.
6.11 All Proposals shall be submitted by the Proponent on the understanding that the Proposals shall become the property of the Zoo.

7.0 CONTRACT REQUIREMENTS

7.1 Contract Form:
The Successful Proponent shall be retained through the issuance of a purchase order or an agreement (at the discretion of the COO), which shall include the terms and conditions of this Request for Proposal. For reference, a sample Staging and Service Agreement is included in Appendix II.

7.2 Negotiations and Agreement
The award of any Agreement will be at the absolute discretion of the Toronto Zoo. The selection of the Preferred Proponent will not oblige the Toronto Zoo to negotiate or execute an Agreement with that Preferred Proponent.

The Toronto Zoo shall have the right to negotiate on such matter(s) as it chooses with the Preferred Proponent without obligation to communicate, negotiate or review similar modifications with other Proponents. The Toronto Zoo shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and the Board may be settled and the issues concerning implementation may be clarified.

If any Agreement cannot be negotiated within thirty (30) business days of notification to the Preferred Proponent, the Toronto Zoo may, at its sole discretion, choose to continue negotiations for a period of time, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

8.0 TERMS AND CONDITIONS

8.1 Proponent Assurance:
Unless otherwise stated, the goods, material, articles, equipment, work or services, specified or called for in or under this Proposal, shall be delivered or completely performed, as the case may be, by the Proponent as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion.

8.2 Country of Origin:
Whenever possible, the goods, materials, articles or equipment, specified or called for in or under this Proposal, shall be of Canadian origin and manufacture.

8.3 Invoicing:
Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Toronto Zoo. Harmonized Sales Tax where applicable shall each be shown as a separate item. The Proponent’s HST registration number must be indicated on the invoice.

The Proponent shall clearly show any special charges as separate items on the invoice.

Payments to non-resident Proponents may be subject to withholding taxes under the Income Tax Act (Canada). Unless a non-resident Proponent provides the Toronto Zoo with a letter from Revenue Canada Taxation waiving the withholding requirements, the Toronto Zoo will withhold
the taxes it determines are required under the Income Tax Act (Canada). Further information is available at the [CRA website, www.cra-arc.gc.ca](http://www.cra-arc.gc.ca)

8.4 **Right to Cancel:**
The Toronto Zoo shall have the right to cancel at any time this Proposal or any contract or any part of any contract resulting from this Proposal in respect of the goods, material, articles, equipment, work or services set out in this Proposal or any such contract or part of such contract, not delivered or performed at the time of such cancellation, and the Toronto Zoo will not be responsible to make any payments in respect of any such goods, materials, articles, equipment, work or services and shall not incur any liability whatsoever in respect thereto.

In the event that the Proponent fails or neglects by any act or omission to comply with any of the conditions set out herein, this Proposal or any contract resulting from this Proposal may be unconditionally cancelled by the Toronto Zoo without notice to the Proponent.

8.5 **Interest:**
The Bidder/Proponent shall not be entitled to any interest upon any bill on account of delay in its approval by the Toronto Zoo.

8.6 **Official Agreement:**
No verbal arrangement or agreement, relating to the goods, material, articles, equipment, work or services, specified or called for under this Proposal, will be considered binding, and every notice advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

8.7 **Insurance and Policies**
Provide minimum $5,000,000 Commercial Liability Insurance in respect of injury or death to a single person or for property damage in a manner satisfactory to the Chief Operating Officer must be maintained through the Project and included in the Fee Proposal.

Standard automobile liability insurance for all owned vehicles with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence.

Professional liability insurance (errors and omissions) with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence.

All insurance policies shall be endorsed to provide a minimum advance written notice of not less than thirty (30) days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made to the COO.

All policies of insurance required to be taken out by the Consultant shall be placed with insurers licensed to conduct business in the Province of Ontario and shall be subject to the approval of the COO, acting reasonably.

The Successful firm shall deliver to the Board evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the COO acting reasonably.

All insurance policies shall be endorsed to provide a minimum advance written notice of not less than thirty (30) days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made to the COO.
The provisions of this section shall no way limit the requirements and obligations imposed on the successful firm elsewhere in the Contract, nor relieve the Consultant from compliance therewith and fulfillment thereof.

The parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the Contract.

8.8 **Safety:**
The Proponent shall, as applicable, conform to and enforce strict compliance with the Occupational Health and Safety Act and for purposes of the Act be designated as the “constructor” for the Service.

The Proponent must adhere to all relevant Zoo policies, including, but not limited to, the Contractor Safety Policy, Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the Chief Operating Officer, Toronto Zoo, shall supply to the Preferred Proponent.

8.9 **Indemnity:**
The Proponent shall at all times well and truly save, defend, keep harmless and fully indemnify the Toronto Zoo, the Board of Management of the Toronto Zoo, the City of Toronto, the Toronto & Region Conservation Authority, and their servants, employees, officers, agents and invitees, from and against all actions, suits, claims, demands, losses, costs, charges, damages, and expenses, brought or made against or incurred by their servants, officers, employees, agents or invitees in any way relating, directly or indirectly, to goods, material, articles or equipment supplied or to be supplied, or to the supplying of goods or services, pursuant to this Proposal, or any other claim, action, suit, demand, loss, cost, charge, damage or expense relating to copyright, trademark or patent with regard directly or indirectly with any such goods, services, material, articles or equipment or the supply or performance thereof.

8.10 **Governing Law**
This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

8.11 **Guaranty of Proposal:**
All goods, material, articles, equipment, work or services, specified or called for in or under this Proposal, shall be supplied or performed at the price or process and on the basis set forth or referred to in and in accordance with the offer and this Proposal. The basis on which this Proposal is given shall include any specifications, plans, price schedules, samples, addenda or other details pertaining thereto, or provided in connection therewith.

8.12 **Formal Contract:**
The Proponent may be required and shall, if requested by the Toronto Zoo, execute and enter into a formal contract that is satisfactory to the solicitor for the Toronto Zoo, in order to document the contract resulting from this Proposal and to embody indemnity and related provisions that in the opinion of such solicitor are required to protect the Toronto Zoo.

8.13 **Warranty of Product:**
The Proponent warrants any goods, material, articles or equipment, to be supplied under or pursuant to this Proposal, that is or are to be made or used for particular purpose, will be fit and suitable for that purpose.


“In order to contribute to waste reduction and to increase the development and awareness of Environmentally Sound Purchasing, acquisitions of goods and services will ensure that wherever possible specifications are amended to provide for the expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the products or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices”

All Proponents are encouraged to be pro-active in assisting the Toronto Zoo in achieving this principle. Alternative goods & services, suggested by the Proponent, addressing the above principle will be considered by the Toronto Zoo, within a reasonable price range.

8.15 **Proposal/Quotation Costs:**

The proponent shall bear all costs and expenses with respect to the preparation and submission of its proposal/quotation costs and the bidder participation in the proposal/quotation/proposal costs process, including, but not limited to: site visits and inspections, all information gathering processes, interviews, preparing responses to questions or requests for clarification from the Toronto Zoo, preparation of questions for the Toronto Zoo, and contract discussions and negotiations.

The Toronto Zoo shall not be responsible for or liable to pay any proposal/quotation costs of any proponent regardless of the conduct or outcome of the proposal/quotation Request, Purchase Order process or Contract process.

8.16 **Copyright:**

All final custom designs, artwork, etc. shall become the property of the Toronto Zoo. The Toronto Zoo shall retain sole copyright of all work that is developed or created at the request of the Toronto Zoo and the Proponent shall have no rights of sale or production other than the use for personal promotion of the author.

8.17 **Addendum**

If the Proponent finds discrepancies in or omissions from these Specifications or if he/she is in doubt as to their meaning, he/she shall notify the Toronto Zoo, who may issue a written addendum. The Toronto Zoo will make oral interpretations of the meaning of these documents and drawings.

If an addendum(s) are issued by the Toronto Zoo during the proposal period, such addendum(s) must be acknowledged by the Proponent in writing in their pricing submission.

8.18 **Ownership of Deliverables**

All deliverables, reports and supporting documents furnished by the Contractor/Consultant in its performance of the Services/Work will become the exclusive property of the Toronto Zoo.

8.19 **Toronto Zoo Rights and Options Reserved:**

The Toronto Zoo reserves the right to award the contract to any proponent who will best serve the interest of the Toronto Zoo. The Toronto Zoo reserves the right, in its sole discretion, to exercise
the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

a) To reject any or all proposals;
b) To re-issue this RFP at any time prior to award of work;
c) To cancel this RFP with or without issuing another RFP;
d) To supplement, amend, substitute or otherwise modify this RFP at any time prior to the selection of one or more proponents for negotiation;
e) To accept or reject any or all of the items in any proposal and award the work in whole or in part;
f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements;
g) To permit or reject at the Toronto Zoo’s sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the proponents following proposal submission;
h) To request that some or all of the proponents modify proposals based upon the Toronto Zoo’s review and evaluation;
i) To request additional or clarifying information or more detailed information from any Proponent at any time, before or after proposal submission, including information inadvertently omitted by the proponent.

8.20 **Performance:**
All work to be done under the Contract shall be done to the satisfaction of the Toronto Zoo or their representative authorized to act for them, and the materials and process of preparation and manufacture shall at all times be subject to their examination and inspection and rejection in any stage of the preparation or manufacture.

8.21 **Co-ordination of Work:**
The proponent shall co-ordinate all work with the Toronto Zoo or their representative authorized to act for them, to ensure co-ordination and timely execution of service.

8.22 **Education Institute Status**
The Toronto Zoo is a registered educational institute and accordingly may be eligible for preferred pricing which should be reflected in the Tender as submitted

8.23 **Charity Status**
The Toronto Zoo is a registered charitable organization (registration #BN 119216398RR0001) and accordingly may be eligible for preferred pricing which should be reflected in the Quotation as submitted.
9.0 SUBMISSION FORMS

The undersigned Proponent having reviewed and fully understood the RFP and all terms and requirements of the RFP and all terms and conditions of the RFP and information provided, hereby submits the attached Proposal and supporting materials (“the Proposal”) in accordance.

I/We, hereby, have received, allowed for and included as part of our submission all issued Addendum numbered __________.

The Board of Management of the Toronto Zoo reserves the right to reject any or all Proposals or to accept any Proposal, should it deem such action to be in its interests.

By submitting a Proposal the Proponent agrees to all of the terms and conditions of this Request for Proposal.

By signing and submitting this proposal, you are agreeing to the release of your proposal information, as deemed necessary by the Board, in order to conduct business associated with this proposal or project.

<table>
<thead>
<tr>
<th>COMPANY INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
</tr>
<tr>
<td>Name of authorized</td>
</tr>
<tr>
<td>Signing Officer</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>Contact Name:</td>
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<tr>
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<tr>
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<tr>
<td>Email:</td>
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<tr>
<td>Web Site:</td>
</tr>
<tr>
<td>HST #:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>DISCOUNT</th>
<th>Discount</th>
<th>Days</th>
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<tbody>
<tr>
<td>Discount allowed for prompt payment and period within which invoice must be paid to qualify.</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>
## 9.1 PROPOSAL RENTAL RATE PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Description</th>
<th>Price complete, rental rate per month HST excluded IN CDN DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Exhibit</strong> - all that is required for display including décor, equipment, shipping, custom and duties, assembly and dismantling, servicing of equipment (not including lighting)</td>
<td></td>
</tr>
<tr>
<td><strong>Sound and Lighting</strong> - for all that is required for the Exhibit</td>
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<tr>
<td><strong>Other (specify)</strong></td>
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<tr>
<td><strong>Subtotal</strong></td>
<td></td>
</tr>
<tr>
<td><strong>HST</strong>*</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
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</table>

*The Toronto Zoo pays all applicable taxes (subject to withholding taxes)*
This address label should be printed and affixed to the front of your sealed tender, quotation and proposal envelope/package submission. Toronto Zoo will not be held responsible for envelopes and packages that are not properly labeled or submitted to an address other than the one listed on this label.

Proponent Name

RFP 18 (2017-06)- SHORT TERM SPECIAL EXHIBIT
Closing: Friday, 2017-07-21, 12:00 hours (noon) local time

TO BE RETURNED TO

TORONTO ZOO
ATTENTION: SUPERVISOR, PURCHASING & SUPPLY
ADMINISTRATIVE SUPPORT CENTRE
361A OLD FINCH AVE.
TORONTO, ONTARIO
M1B 5K7
NOTICE ON NO BID

INSTRUCTIONS:

It is important to the Toronto Zoo to receive a reply from all invited bidders. If you are unable, or do not wish to submit a bid, please complete the following portions of this form. State your reason for not bidding by checking the applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposal/Quotation/Tender documents or forms. Please just return this completed form by fax or by mail prior to the official closing date. Purchasing and Supply Fax Number: (416) 392-6711.

<table>
<thead>
<tr>
<th>A Proposal/Quotation/Tender is not submitted for the following reason(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project/quantity too large.</td>
</tr>
<tr>
<td>We do not offer services or commodities to these requirements</td>
</tr>
<tr>
<td>We do not offer this service or commodity.</td>
</tr>
<tr>
<td>Cannot handle due to present commitments.</td>
</tr>
<tr>
<td>Unable to bid competitively.</td>
</tr>
<tr>
<td>Insufficient information to prepare quote/proposal/tender</td>
</tr>
<tr>
<td>We are unable to meet bonding or insurance requirements.</td>
</tr>
</tbody>
</table>

Other reasons or additional comments (please explain):

Company Name:                                                 |
Address:                                                      |
Contact Person:                                               |
Signature of Company Representative:                          |
Date:                                                         |
Phone Number:                                                 |
Email address:                                                |
Toronto Zoo Accessible Customer Service Training Requirements:

ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES STANDARDS

Contractors, Consultants and other Service Providers

The Toronto Zoo supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA), 2005 and is committed to providing equal treatment and equitable benefits of Toronto Zoo services, programs and facilities in a manner that respects the dignity and independence of people with disabilities.

Under section 6 of the Accessibility Standard for Customer Service, O. Reg. 429/07 (Appendix A), established by the AODA, the Toronto Zoo must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with members of the public or other third parties on behalf of the Toronto Zoo or, who participate in developing Toronto Zoo policies, practices or procedures on the provision of goods and services receive training on accessible customer service.

All personnel must complete training that meets the requirements of the Accessible Customer Service regulation and includes:

- An overview of the AODA
- Understanding the requirements of the Regulation
- How to interact and communicate with persons with various types of disabilities;
- How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support;
- How to use equipment or devices available on the provider’s premises or otherwise provided by the provider to people with disabilities to access goods or services; and
- What to do if a person with a particular type of disability is having difficulty accessing the provider’s goods or services.

It is the responsibility of the third party contractors and other service providers to ensure that appropriate training is provided and that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. Contractors are required to ensure that this information is available, if requested by the Toronto Zoo.

Access an e-learning course:
The training requirements can be fulfilled by completing the e-Learning course “Serve-ability: Transforming Ontario’s Customer Service”, which can be found on the Ministry of Community and Social Services website:
http://www.mcss.gov.on.ca/mcss/serve-ability/splash.html

For more information:

How to comply with the Accessible Customer Service Standard at: www.accessON.ca/compliance

Requirements of the Accessibility Standards for Customer Service (Ontario Regulation 429/07):
SAMPLE STAGING AND SERVICE AGREEMENT

THIS AGREEMENT is dated effective 2017-xx-xx

BETWEEN:

BOARD OF MANAGEMENT OF THE TORONTO ZOO  

and

XXXXX COMPANY, a company incorporated pursuant to the 
laws of XXXXXXXX with an office located at xxx, Street Address,  
City, Province or State, Postal or Zip Code

WHEREAS:

(A) The Board operates an accredited zoological facility in Toronto, Ontario (the “Facility”);

(B) The Board desires to offer an exhibit consisting of a (Description) exhibit for two (2) years in 20xx on site at the Facility (the “Exhibit”);

(C) In the spring of 2017 the Board requested proposals for the staging of the (Description) exhibit;

(D) The Contractor is a company that specializes in the staging of entertaining and educational exhibitions involving the display of (Description) exhibits;

(E) On (Date) the Contractor submitted a proposal to the Board for the staging of the Exhibit, and was selected by the Board to stage the Exhibit; and

(F) The parties hereto wish to enter into this Agreement to set forth their respective understandings and agreements as to the staging of the Exhibit and to other matters hereinafter referred to and to determine their respective obligations related thereto.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
PART 1
INTERPRETATION

Definitions

1.1 In this Agreement, except as otherwise expressly provided or as the context otherwise requires,

(a) “Accepted Work” has the meaning ascribed in §3.9 (b);

(b) “Agreement” means this agreement as it may be amended from time to time by written agreement between the parties;

(c) “Business Day” means any day which is not a Saturday, a Sunday or a statutory holiday in the Province of Ontario;

(d) “Contract Price” has the meaning ascribed in §4.1;

(e) “Display Items” means the entry and exit wash stations, on-site maintenance and supervision for the duration of the exhibit, props, feeding stations, and other ancillary items such as marketing and educational materials, interpretive graphics and other themed materials required for the exhibit described in the Proposal;

(f) “Unaccepted Work” has the meaning ascribed in §3.9 (b);

(g) “Event Period” has the meaning ascribed in §3.4 and may be altered with the written agreement of both parties;

(h) “Exhibit” means the (Type of Exhibit) and related set, sound and lighting described in the Proposal and §3.1 to be installed in the Special Events Tent (SET);

(i) “Facility” means the Toronto Zoo operated by the Board at 361A Old Finch Avenue, Scarborough, Ontario;

(j) “Installation” has the meaning ascribed in §3.3;

(k) “Installation Period” has the meaning ascribed in §3.4;

(l) “Proposal” means the proposal submitted by on (Date) to the Board in response to the RFP;

(m) “RFP” means the Request for Proposal – RFP 18 (2017-05) Short-term Special Exhibit prepared and issued by the Board and comprising 20 pages and two drawings labelled A11 and E3;

(n) “Removal” has the meaning ascribed in §3.3;

(o) “Removal Period” has the meaning ascribed in §3.5;
(p) “SET” means the area of the Facility known as the Special Events Tent area in which the Exhibit is to be held, with an approximate rectangular area of 8,500 square feet, dimensions of approximately 60 feet by 142, and entry doors that are 11 feet wide and 13 feet high, and remaining dimensions as shown on drawings A11 and E3 in the RFP; and

(q) “Board Representative” means the individual appointed by the Board pursuant to §13.2 to fulfil the role of Board Representative as contemplated in this Agreement.

Interpretation

1.2 In this Agreement, except as otherwise expressly provided or as the context otherwise requires:

(a) a reference to a Part is to a Part of this Agreement, and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph, subparagraph, clause or subclause of this Agreement so designated;

(b) headings are solely for convenience of reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it;

(c) the word “including”, when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope;

(d) a reference to an entity includes any successor to that entity; and

(e) a word importing the masculine gender will include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals and vice versa.

PART 2
INTRODUCTION

Engagement

2.1 The Board hereby engages the Contractor to stage the Exhibit, in accordance with the terms and conditions of Request for Proposal, RFP 18 (2017-05) Short Term Special Exhibit, issued by the Board on (Date), (the “RFP”), which is attached hereto as Appendix “B”, and the Proposal dated (Date), submitted by the Contractor (the “Proposal”), attached hereto as Appendix “C”, and the Contractor hereby accepts the engagement and agrees to stage the Exhibit in accordance with the terms and conditions set out in this Agreement, the RFP and the Proposal.

Duration

2.2 The Exhibit will operate during the period of 20xx-05-02 to 20xx-12-31 in the Special Events Tent (SET). Media, VIP and member previews will take place from (Date) to (Date) and the exhibit will open to the public on (Date). The Contractor agrees to have representatives available for these events and media.
Contract Price

2.3 The Board will pay to the Contractor as total compensation for staging the Exhibit the amount of $$ plus applicable taxes at the times set out in §14.2.

PART 3
THE EXHIBIT

Exhibit

3.1 The Contractor will provide:

(a) the (description of exhibit) as described in the Proposal (the “Exhibit”);

(b) the entry and exit wash stations, on-site maintenance and supervision for the duration of the exhibit, props, feeding stations, and other ancillary items such as marketing and educational materials, interpretive graphics and other themed materials required for the exhibit described in the Proposal (the “Display Items”); and

(c) the set, sound and lighting substantially in conformance with the preliminary floor plan set out in the Proposal.

The above items in Section 3.1 are collectively known as the “Exhibit”.

The Contractor shall perform all work and shall furnish all materials and complete the whole of the work in strict conformance with the requirements of the RFP and the Proposal. Any work or material not set out in the RFP or Proposal but which may be fairly implied as included in the contract or obviously necessary for the proper completion of the work or the Exhibit, shall be done or furnished by the Contractor as if such work or material had been specifically set out in the RFP, Proposal or this agreement.

Board Representative

3.2 Within five (5) Business Days of the execution of this Agreement the Board will appoint a representative (the “Board Representative”) to be the contact and liaison person for the Contractor for all matters under this Agreement. The Board Representative will be a person with sufficient experience and decision making authority to be able to respond in a meaningful, efficient and timely manner to requests that the Contractor may make regarding any matter relating to the Exhibit, the Facility or the Board generally, including requests for information, documentation, access, permissions, equipment, material, labour and any matter that the Contractor may identify as necessary or important for successful installation, removal or operation of the Exhibit. The Board Representative will be available to communicate with the Contractor during normal working hours in order to expeditiously deal with such matters as may arise.
Installation and Removal

3.3 the Contractor will be responsible for installation of the Exhibit in the SET prior to the Event Period (“Installation”) and removal of the Exhibit from the SET following the Event Period (“Removal”).

3.4 the Contractor will commence Installation no earlier than 9:00 a.m. on 20xx-xx-xx and complete Installation no later than 5:00 p.m. on 20xx-xx-xx (“Installation Period”).

3.5 the Contractor will commence Removal no earlier than 9:00 a.m. on the day following the final day of the exhibit and complete Removal no later than 5:00 p.m. two weeks later (“Removal Period”).

Completion of Work

3.6 the Contractor will:

(a) supply all labour, materials and equipment required for Installation, Removal and operation of the Exhibit, subject to arrangements contemplated in §3.7;

(b) engage and co-ordinate all trades and sub-contractors involved in the Installation and Removal and at all times during Installation and Removal have a competent site superintendent or foreman in charge;

(c) perform all work comprising Installation and Removal in compliance with all applicable laws and regulations, building and fire codes and municipal bylaws, obtain and pay the cost of any required permits and inspections;

(d) ensure all wiring and equipment used either in or for the exhibit is certified for use (i.e. ULC) in Ontario”;

(e) provide technicians to supervise set-up of the Exhibit and confirm proper operation prior to commencement of the Event Period;

(f) co-ordinate with the Board Representative to ensure minimum disruption of normal operation of the Facility during Installation and Removal and not obstruct any street, thoroughfare or foot-walk longer or to any greater extent than is reasonably necessary, and not carry out any Installation or Removal activities outside of the normal operating hours of the Zoo without the prior authorization of the Board Representative;

(g) use such access and parking spaces as directed by the Board Representative and receive deliveries at the Facility from Monday to Friday only between the hours of 9:30 a.m. and 5:30 p.m. unless with the prior authorization of the Board Representative;
(h) maintain the areas of the Facility in which it works clean and hazard-free throughout Installation and Removal and ensure that all debris is transported to proper, licensed recycling and disposal facilities within the Province of Ontario;

(i) ensure that all vehicles operating under its authority adhere to the Board site access restrictions and posted speed limits and, if directed by the Board Representative, be escorted while in the Facility, use 4-way hazard lights and be moved only for purposes related to the Installation and Removal;

(j) provide safe, ample and convenient means of approach and entrance to adjoining lanes, driveways, buildings and property, both for vehicles and pedestrians for passage along roadways and foot-walks, and for crossing same where it is practicable to do so, both during Installation and Removal and during the Event Period, and for this purpose construct and maintain suitable platforms, approaches, structures, bridges, crossings and other works;

(k) during Installation and Removal keep the areas of the Facility in which it is working in a tidy condition and not deposit material on any portion of pathways, grass plot or other public property without the permission of the Board Representative and upon completion of both Installation and Removal leave the areas of the Facility in which it was working in a tidy condition. All waste materials will disposed of in accordance with applicable laws and regulations;

(l) comply with the requirements for “Health & Safety” set out in Section 7.0 of the RFP; and

(m) provide all needed equipment in relation to Exhibit, such as forklifts, cranes, genie booms, scissor lifts, scaffolding, ladders, hoarding, generators, welders and other such equipment, together with related labour and operators, for the purposes of the Installation and Removal and during the Event Period.

3.7 Notwithstanding §3.6, the Board will co-operate with the Contractor in the Installation and Removal by:

(a) providing the Contractor with such access to the Facility as the Contractor reasonably may require in order to complete Installation and Removal in a timely and efficient manner, subject to security policies of the Board. the Contractor will make all requests for access outside of normal business hours to the Board Representative;

(b) providing the Contractor at no charge with the use of two general radio service (GRS) radios connected to the Board network for use by the Contractor during Installation and Removal;

(c) implementing such reasonable alterations and changes to the SET and surrounding areas as may be reasonably requested by the Contractor for the
enhancement, improvement or better operation of the Exhibit provided that any such alterations and changes are at no cost to the Board, and the Contractor shall consider implementing any alterations or improvements to the layout of the Exhibit suggested by the Board.

(d) providing the Contractor with suitable storage space within the Facility during the Installation Period, Event Period and Removal Period for packing boxes, crates and other such materials relating to the Exhibit, provided that prior to any storage taking place, the Contractor shall provide to the Board an itemized list and description of items to be stored, including measurements, and shall set out which materials to be stored must be stored indoors and which may be stored outdoors.

Problems, Alterations and Changes

3.8 The parties acknowledge and agree that the success of the Exhibit will be an advantage and benefit to both of them, and the parties agree to co-operate and endeavour to agree on solutions to any problems and challenges that may arise during Installation and Removal or during the operation of the Exhibit.

3.9 The Contractor acknowledges and agrees that the Board may request alterations or changes to the Exhibit, including set up, configuration, display or operation, that, in the opinion of the Board, would result in the better, more efficient, enhanced or preferred operation of the Exhibit. The Contractor will make a reasonable commercial effort to accommodate the Board by agreeing to implement such requests, provided, however, that in the event that any requested alteration or change that the Contractor agrees to implement will have the effect of increasing the cost that the Contractor will incur in staging the Exhibit;

(a) before commencing any alterations or changes which will result in increased costs, the Contractor will promptly notify the Board in writing of such proposed increased costs, setting out in reasonable detail the elements of the costs, including what alterations, work or changes the costs relate to, and such costs shall include actual laid down expenses, increase in overhead and a reasonable margin of profit;

(b) the Board will respond in writing within ten (10) Business Days of such notification, setting out the work, if any, accepted by the Board (the “Accepted Work”) and the work, if any, not accepted by the Board (the “Unaccepted Work”);

(c) the Board shall not be responsible to pay for any alterations or changes carried out by the Contractor unless the Board has approved the work and has accepted the costs under this section before the work is performed.

(d) the Contract Price will be increased to cover the cost of the Accepted Work;

(e) the costs of the Accepted Work will be paid as follows:
(f) (Payment term) of the cost will be paid within fifteen (15) Business Days of the response by the Board;

(g) the remainder of the costs will be divided into equal amounts of the number of payments remaining pursuant to §4.2 and paid on the dates such payments are to be made;

Operation of Exhibit

3.10 The Contractor will be responsible for providing the staff requirements for the daily operation of the Exhibit, including, but not limited to day to day maintenance, repairs, and monitoring. the Contractor will ensure that any wiring and equipment used either in or for the exhibit is certified for use (i.e. ULC) in Ontario.

3.11 Commencing during the Installation Period the Contractor will provide all labour, materials, tools and equipment for the operation of the Exhibit and in order to perform repairs and maintenance to the Exhibit.

3.12 If the Chief Executive Officer or Board Representative determines, in his sole reasonable discretion that there is a major problem with the Exhibit or any part of it, the Contractor shall, within five (5) days of notification thereof, correct the major problems and shall provide any required staff, contractors, tools and equipment. In the event a major problem remains unrectified by the Contractor for a period exceeding five (5) days, the Board will be entitled to compensation from the Contractor in the amount of $$$$ in liquidated damages per day or part thereof until the problem is resolved to the reasonable satisfaction of the Chief Executive Officer or Board Representative, which amount is agreed by the parties to be a genuine estimate of the amount of damages to be suffered by the Board in the event of such an occurrence.

PART 4
CONTRACT PRICE AND PAYMENT

Contract Price

4.1 The Board will pay to the Contractor the amount of $$$$ plus applicable taxes as the contract price for entering into this Agreement and staging the Exhibit (the “Contract Price”).

Payment of Contract Price

4.2 The Board will pay the annual Contract Price to the Contractor as follows:

(a) (Payment term) of the annual Contract Price plus applicable taxes on completion of the Installation of the Exhibit;

(b) (Payment term) plus applicable taxes to be paid in equal instalments on the first day of each of the months of June, July, August, September and October 2017 during the operation of the Exhibit; and

(c) (Payment term) plus applicable taxes on completion of the Removal of the Exhibit
PART 5
REPRESENTATIONS AND WARRANTIES

Representations and Warranties of the Contractor

5.1 The Contractor hereby represents and warrants to the Board as follows and acknowledges that the Board is relying upon such representations and warranties in connection with the entering into of this Agreement:

(a) the Contractor is a corporation existing under the laws of the Province / State of the Contractor;

(b) the Contractor has all necessary corporate power and authority to enter into this Agreement and perform its obligations hereunder; and

(c) this Agreement has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.

Representations of the Board

5.2 The Board hereby represents and warrants to the Contractor as follows and acknowledges that the Contractor is relying upon such representations and warranties in connection with the entering into of this Agreement:

(a) the Board is a city board existing under the laws of the Province of Ontario;

(b) the Board has all necessary corporate power and authority to enter into this agreement and perform its obligations hereunder; and

(c) this Agreement has been duly executed and delivered by the Board and constitutes a legal, valid and binding obligation of the Board, enforceable against the Board in accordance with its terms.

PART 6
INDEMNITY AND INSURANCE

Indemnity

6.1 The provisions of section 5.2 of the RFP shall be incorporated into this agreement and shall be binding on the parties.

Insurance

6.2 The Contractor will effect, maintain and keep in force, at its sole cost and expense, the insurance described below:
(a) All risks property insurance on property of every description and kind owned by the Contractor or for which the Contractor is responsible while at the Facility in an amount no less than full replacement value. The policy will be endorsed to provide a waiver of subrogation against the Board for any loss or damage to insured property, however caused;

(b) Commercial general liability insurance, including owners’ and contractors’ protective, products, completed operations, personal injury, contractual liability, occurrence basis property damage and provisions for cross liability and severability of interests with a limit of not less than five million dollars ($5,000,000) per occurrence. The policy will be endorsed to name the Board, the Toronto and Region Conservation Authority and the City of Toronto as an additional insured with respect to the operations of the Contractor under this Agreement; and

(c) Standard automobile liability insurance for all owned vehicles with limits of not less than two million dollars ($2,000,000) per occurrence.

6.3 The provisions of section 5.3.2 to 5.3.6 of the RFP shall be incorporated into this agreement and shall be binding on the parties.

Workers Compensation

6.4 The Contractor will pay all required assessments in respect to its employees against claims under the Workers’ Compensation Act and will ensure that its sub-contractors pay all required assessments in respect to their employees. The Contractor will provide evidence to the Board of full payment of all such assessments.

PART 7
ARBITRATION

7.1 Should either Party wish to dispute any matter under this agreement (including the interpretation of any provision hereof and the resolution of any Disputed Amount), the parties shall attempt to resolve any such dispute first through discussions between each party’s representative and then, if necessary, through discussions between the Zoo’s Chief Executive Officer and the Contractor’s President & Chief Executive Officer. All unresolved disputes may, subject the mutual written agreement of the parties, be settled by arbitration as provided in this section.

Initiating and Arbitration Procedure

7.2 Subject to section 7.1, arbitration proceedings may be commenced by any party or parties (hereinafter called the “Initiating Party”) giving notice to any other party or parties hereto (hereinafter called the “Responding Party”) specifying the matter to be arbitrated and requiring an arbitration thereof.
7.3 All arbitrations will be conducted by a single arbitrator acting pursuant to the rules and procedures of the *International Commercial Arbitration Act* (Ontario). If an arbitration proceeding is initiated as provided in §7.2, the Initiating Party and the Responding Party will endeavour to agree upon a single arbitrator but if they fail to agree promptly upon a single arbitrator, an arbitrator will be appointed at the request of either such party pursuant to the *International Commercial Arbitration Act* (Ontario).

7.4 The Initiating Party and the Responding Party will cooperate and act in good faith to facilitate the efficient completion of the arbitration as soon as may be reasonably practicable.

7.5 The decision of the arbitrator shall be final and binding upon the Initiating Party and the Responding Party and not subject to appeal.

7.6 The arbitrator shall have the authority to assess the costs of the arbitration against either or both of the Initiating Party and the Responding Party, provided, however, that the Initiating Party and the Responding Party shall bear its own witness and counsel fees.

7.7 All proceedings and hearings relating to any arbitration shall take place in Toronto, Ontario.

**PART 8**

**DEFAULT AND TERMINATION**

**Termination Where Default**

8.1 (a) If the Contractor fails to perform any of its obligation under this agreement, supply or deliver the Exhibits or perform any of the services required under this Agreement or fails to do so in the manner described in this Agreement, or

(b) If the Contractor is in default in respect of any other material obligation provided herein or is in default of any material representation, warranty or covenant provided herein, and such default in the case of a default which is remediable continues for fifteen (15) days following notice thereof to the Contractor (provided, however, that, if the nature of such default is such that it cannot be cured by a payment of money or cannot be cured within a period of fifteen (15) days, the Contractor shall have such additional time as may be reasonably necessary as long as the curing of such default is begun promptly and is prosecuted with due diligence to completion); or

(c) If any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced in any jurisdiction against the Contractor or its property, and the same is not dismissed within thirty (30) days; or

(d) If the Contractor files a voluntary petition in bankruptcy or insolvency, makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of
bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise, in any jurisdiction, then the same shall constitute an "Event of Default" by the Contractor hereunder, and, upon the happening of any such Event of Default, the Board may upon notice to the Contractor specifying the default terminate this Agreement. Such termination shall be without prejudice to any other legal or equitable remedy otherwise available to the Board upon such breach or failure under this Agreement.

Result of Default

8.2 Notwithstanding any termination of this Agreement, if the Agreement is terminated as a result of an event under section 8.1(c) or (d) the Board, in its sole discretion, may elect to maintain and operate the Exhibit until the end of the Event period, at which time, the Contractor shall be required to remove the Exhibit, notwithstanding the termination.

8.3 In the event of a termination of this Agreement under this section 8, the Contractor shall pay to the Board compensation in the amount of $\$\$ in liquidated damages per day or part thereof from the date of termination until 20xx-xx-xx, which amount is agreed by the parties to be a genuine estimate of the amount of damages that the Board would suffer if the Event were terminated prior to the scheduled end of the Event as a result of the occurrence of an event set out in this section 8.

8.4 In the event of a termination of this Agreement, the Contractor shall reimburse Board in an amount equal to the total amount of the fee required to be paid by the Board under this agreement, divided by the total number of days in the term of this agreement times the number of days left in the term, at the time of termination.

Force Majeure

9.1 Neither party will be liable in damages and the other party will not have the right to terminate this Agreement for any delay or default in performance hereunder if such delay or default is caused by conditions beyond the control of the first party, (with the exception of delays or default related to the shortage of funds) including, but not limited to, Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license or visa or other immigration approval), wars, insurrections, terrorism or civil unrest, strikes or lock-outs, accident, transportation delay, weather, power failure or any other cause beyond the reasonable control of the party whose performance is affected.

Law

9.2 This Agreement is made pursuant to the laws of the Province of Ontario applicable therein without reference to its conflicts of laws principles and shall be construed, interpreted and enforced in accordance therewith.
Entire Agreement

9.3 This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of all or any of the parties hereto pertaining to the subject matter hereof and constitutes the entire agreement among the parties hereto pertaining to such subject matter.

Assignment

9.4 Except as expressly permitted herein, neither this Agreement nor the rights and obligations of either party hereto herein may be assigned without the prior written consent of the other party.

Notice

9.5 Any notice, request, demand or other communication required or permitted to be given hereunder will be in writing and either delivered by hand or by facsimile. Notices will be addressed as follows, or such other addresses as a party will advise the other:

(a) If to the Contractor at:
    the Contractor
    ### Street
    City, Province or State, Postal or Zip Code
    Attention: Contact
    Phone:

    Facsimile:

(b) if to the Board at:

    Board of Management of the Toronto Zoo
    361A Old Finch Avenue
    Toronto, ON M1B 5K7
    Attention: Chief Operating Officer
    Facsimile: (416) 392-5934

9.6 Any notice, request, demand or other communication delivered to the party to whom it is addressed as provided in §9.5 shall be deemed to have been given and received on the date it is so delivered or transmitted to such address or facsimile number, provided that if such day is not a Business Day, then such notice, request, demand or communication shall be deemed to have been given and received on the next Business Day following such day.
Conflict

9.7 In the event of a conflict among any of the documents making up this contract the documents listed below shall take precedence in the order set out below:

(a) This Agreement
(b) The RFP,
(c) The Proposal

Amendments

9.8 This Agreement may not be amended except in writing signed by each party.

Successors and Assigns

9.9 The rights and obligations of the parties to this Agreement shall enure to the benefit of and be binding upon their respective successors and permitted assigns.

Severability

9.10 The invalidity or unenforceability of any provision in the Agreement shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable. The parties agree that the provisions hereof are reasonable and intend this Agreement to be enforced as written.

Survival

9.11 The provisions of sections 3.12, 5.1, Part 6, 8.3 and 8.4 shall survive an termination or expiry of this agreement.

Counterparts

9.12 This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument, and delivery of the counterparts may be effected by means of a teledoped transmission. The reproduction of signatures by teledoped transmission shall be treated as binding as if originals.
IN WITNESS WHEREOF this Agreement has been executed by the parties hereto effective as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of

BOARD OF MANAGEMENT OF THE TORONTO ZOO

XXXXX Company.
APPENDIX “A”

Species & Display Items