



361A Old Finch Ave.  
Toronto, ON M1B 5K7  
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**Chair**  
Joe Torzsok

**Chief Executive Officer**  
John Tracogna

**Chief Operating Officer**  
Robin D. Hale

2014-10-20

**REQUEST FOR PROPOSAL  
FOOD SERVICE OPERATIONS  
RFP # 40 (2014-10)  
ADDENDUM # 1**

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This addendum shall be incorporated into, and form part of **RFP # 40 (2014-10)** and take precedence over all requirements of the previously issued bid documents including plans. This addendum must be signed by the bidder (signing officer) in the appropriate space and must be attached to the Form for submission by the bidder. This Addendum consists of two (2) pages and the documents listed below.

**1. Closing date**

Original closing date: **Thursday 2014-10-30, 1200 (hours) noon, local time.**

Revised closing date: **Tuesday 2014-11-04, 1200 (hours) noon, local time.**

**2. Question period deadline**

Original date: **Tuesday 2014-10-21, 1200 (hours) noon, local time.**

Revised date: **Friday 2014-10-24, 1200 (hours) noon, local time.**

**3. POS equipment**

Attached is the POS equipment inventory list.

**4. Financial Proposal Form**

Replace the original Financial Proposal Form with the attached Financial Proposal Form (Revised)

**5. 10.0 Specifications- add the following**

**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 Proposal as submitted.

Receipt of the Addendum shall be acknowledged as part of your submission.

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 matter, please contact Mr. Peter Vasilopoulos, Supervisor, Purchasing & Supply, at 416-392-5916.

Yours truly,

Peter Vasilopoulos  
Supervisor, Purchasing & Supply

I/we hereby acknowledge receipt of this addendum and make allowance in my bid.

Signed (Must be Signing Officer of Firm)

Name of Firm

Date:

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## POS INVENTORY - SUMMARY-2014

COMPUTERS AND DEVICES			
Quantit	Brand	Model	Device
18	IBM	4840-544	Computer
30	IBM	4852-566	Computer
18	EPSON	M129H	Printer
11	EPSON	M129H	Printer
8	EPSON	M244A	Printer
3	EPSON	M1294	Printer
1	EPSON	M129C	Printer
4	APC	SMT1500	UPS
14	APC	BR1000G	UPS
11	APC	BR900	UPS
1	APC	BR900K	UPS

**APPENDIX E - FINANCIAL PROPOSAL FORM (Revised)**

To: The Board of Management of the Toronto Zoo

Attention: Office of the Chief Operating Officer  
Administrative Support Centre  
361A Old Finch Ave  
Toronto, ON M1B 5K7

Having carefully examined the instructions regarding the submission of proposals and RFP, and being fully aware of the type of food service operations required, the undersigned,

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(Enter name of Proponent(s))

Hereby offers a proposal for the operation of the food service facilities for a ten (10) year term based on the following:

1. Offers a proposal for the operation of the foodservices at the Toronto Zoo (the "Zoo") for a ten-year term with the possibility of annual extensions. The proponent shall bid on the following:

**Management Agreement**

- a. Management Fee - percentage \_\_\_\_\_%
- b. Amount of capital investment during 2015 and methods whereby such amounts will be charged to the Zoo  
Amount invested in 2015 \$ \_\_\_\_\_  
Amortization period ( if other than 10 years) \_\_\_\_\_  
Impact on management fee \$ \_\_\_\_\_

**2. Capital contribution or donation**

Proposed capital contribution or donation, during the ten (10) year contract period. Please specify type and verify one-time or annual amount. \$ \_\_\_\_\_

**NOTATION**

1. Agrees to provide an irrevocable Letter of Credit acceptable to the Chief Operating Officer, Toronto Zoo (the "COO") for the full amount of the proposed capital investment. The Proponent shall include with this proposal a completed Agreement to Bond in the form acceptable to the Chief Operating

Officer or provides an indication from an acceptable financial institution that the Letter of Credit can be provided and that it will be the form of surety that will remain in force until the capital investment is completed. Failure to comply with these conditions will conclude the agreement and the Proposal Deposit shall be forfeited to the Board as liquidated damages not as penalty;

2. Agrees that this proposal is irrevocable and shall remain open for acceptance by the Board for a period of one hundred and twenty (120) days from 2014-11-04;
3. Submits with this proposal as a Proposal Deposit either a certified cheque payable to the Board of Management, Toronto Zoo, in the amount of Twenty-five Thousand Dollars (\$25,000.00), or an irrevocable standby Letter of Credit in the same amount, to secure this proposal until formal agreements are entered, or this proposal is rejected, or another proposal is unconditionally accepted, whichever event is earlier, at which time the amount of the certified cheque will be refunded without interest or the Letter of Credit returned;
4. Agrees that , in the event the Chief Operating Officer deems it necessary to extend the 120-day period for acceptance of proposals (the "Acceptance Period"), the Chief Operating Officer may, prior to the expiration of such period, notify the Propo9nent by written notice to that effect, whereupon the Proponent shall have fifteen (15) days from the date of receipt of such written notice to , in writing, either accept the requested extension as referred to in the Chief Operating Officer's notice of withdraw its proposal. In the event of withdrawal of the proposal as herein provided, the Proposal Deposit shall be reimbursed or returned, as the case may be, to the Proponent without penalty or interest. IN the event the Proponent accepts the request extension, the Acceptance Period shall be extended as referred to in the Chief Operating Officer's notice;
5. Agrees to enter into an agreement (similar to that included in the FRP as Appendix E) with the Board satisfactory to the Chief Operating Officer and the City Solicitor, City of Toronto, if this proposal is accepted within the period specified;
6. Agrees that if this proposal is accepted and the Proponent fails to enter into negotiations in good faith to conclude the agreement, the Proposal Deposit shall be forfeited to the Board as liquidated damages not as a penalty;
7. Agrees that the Board reserves the right to sever the vending component of the RFP.
8. Subject to negotiations, agrees that group sales and catering shall be on a non-exclusive basis.
9. Agrees that the Board reserves the right to appoint exclusive supplier for certain products and subject to the conditions listed in the RFP.
10. Agrees that the Board, or its representatives, may obtain a reference from the below named bank, if desired.

Name of Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Person to Contact: \_\_\_\_\_

Title: \_\_\_\_\_

11. Acknowledges that the Board reserves the right to reject any or all proposals, and that the selection of the successful Proponent is dependent on the Board's assessment of the Proponent's ability and experience to meet the standards of service and operation, the proposed pricing structure, the nature and extent of capital investment as well as on the revenue to the Board as expressed as a percent of expected revenue and minimum annual guaranteed rent;
12. Acknowledges that the Board reserves the right to sever the Vending Proposal from all other elements of this Proposal, and to enter into a Vending Agreement with a third party, or operate same for its own account.
13. Acknowledges being fully aware of the operating requirements, state, size, and location of physical facilities as well as other parameters as they influence the ability to manage the Facilities and achieve the projected gross revenue targets;
14. Warrants that this proposal is made without any connection, knowledge, comparison of figures, or arrangements with any person or persons making a proposal, and is in all aspects fair and without collusion and fraud;
15. This proposal is comprised of the following documents: (list the documents submitted)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In witness whereof, the undersigned hereunto affixes its corporate seal attested in the hands of its proper officers in that behalf duly authorized.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Full name of Proponent

\_\_\_\_\_  
Signature and title or position

\_\_\_\_\_  
Signature and title or position

I/We have authority to bind the corporation.