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2014-10-03

**REQUEST FOR PROPOSAL
PHOTO CAPTURE OPPORTUNITY
RFP 141 (2014-10)**

This Request for Proposal is being issued to qualified professional firms which can provide photo capture services through a revenue sharing agreement.

Proposal: A detailed written proposal which consists of **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 in a sealed package or envelope, must be received by Purchasing & Supply, Toronto Zoo, Administrative-Support Centre, 361A Old Finch Ave., Toronto, ON M1B 5K7 by:

Thursday 2014-10-23 1200 hours (noon, local time)

A site (proposal) meeting has not been scheduled, however, the Toronto Zoo **highly recommends** you contact Andre Wattie, Retail & Rides Manager (416) 392-9108 or Adam Huston, Retail & Rides Supervisor (416) 392-9116 to make arrangements for a site meeting. Any request for a site meeting to view the potential onsite locations will be done by appointment only.

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

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 Review the Request for Proposal (RFP) issued and requirements within and return your complete proposal with the enclosed SUBMISSION FORMS by the due date and time.
- 1.2 Every proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of this Proposal.
- 1.3 A site (proposal) meeting has not been scheduled, however, the Toronto Zoo **highly recommends** you contact Andre Wattie, Retail and Rides Manager (416) 392-9108 or Adam Huston, Retail and Rides Supervisor (416) 392-9116 to make arrangements for a site meeting. Any request for a site meeting to view the potential onsite locations will be done by appointment only.
- 1.4 Your sealed proposal must be completed, and received by Purchasing & Supply, Toronto Zoo, Administrative-Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by **Thursday 2014-10-23 1200 hours (noon, local time)** or your proposal will not be considered
- 1.5 Proposals must not be submitted by facsimile or email.
- 1.6 Use the attached submission label when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- 1.7 The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal must sign the proposal.
- 1.8 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 or one (1) in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above).
- 1.9 All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) and 11 point font.
- 1.10 All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal submission deadline.
- 1.11 Unless otherwise indicated herein, the prices stated are payable in Canadian Funds, HST excluded.
- 1.12 The exchange rate for any foreign currency will be determined using the Bank of Canada daily rate.
- 1.13 Include product literature, information, samples, and pictures, as necessary.
- 1.14 Quote discounts or quantity price breaks separately on FORMS.
- 1.15 If you have any other inquiries about the proposal or contract inquiries, please contact

Peter Vasilopoulos,
Supervisor, Purchasing & Supply,
(416) 392-5916
pvasilopoulos@torontozoo.ca

If you have any technical inquiries, please contact
Andre Wattie,
Retail & Rides Manager
(416) 392-9108
or
Adam Huston,
Retail & Rides Supervisor
(416) 392-9116.

2.0 DEFINITIONS

2.1 Definitions:

In this RFP the following terms have ascribed to them the following meanings:

- (a) **The Board of Management of the Toronto Zoo** and its designated representative hereinafter called “**the Board**”, with whom the Proponent has contracted to perform the required services;
- (b) **“Contract”** means the purchase order issued or written contract agreement resulting from this RFP executed by the Toronto Zoo and the Contractor, substantially in the form of the sample contract agreement attached;
- (c) **“Contractor”** means the Preferred or Successful Proponent if any, who enters into the Contract;
- (d) **“Preferred or Successful Proponent”** means the Proponent whose Proposal, as determined through the evaluation analysis described in the RFP, provides the best overall value in meeting the Toronto Zoo’s requirements, and with whom a Contract will be considered;
- (e) **“Proponent”** means the person, Proponent, firm or, consortium or joint venture that submits, or intends to submit, a proposal in response to this RFP;
- (f) **“RFP”** means the Request for Proposals document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- (g) **“Submission”** and /or **“Proposal”** means the Proponent’s written reply or submission in response to this RFP;
- (h) **“Work” and “Services”** means all work and services required under these documents, and in accordance with the Contract Requirements, General Requirements, and Specifications;
- (i) **“Zoo”** means the Toronto Zoo

3.0 BACKGROUND AND SCOPE OF REQUEST

Toronto Zoo would like to examine the potential for a photo experience for our guests on a non-exclusive basis on a revenue sharing basis. The photo experience must be in colour and its content must be suitable for families with young children and should relay the important message of animal conservation and a positive view of the world’s natural environment.

The photo experience could be with a booth, green screen, entrance pinch points or other means as recommended based on a Zoo or attraction environment. The Zoo is looking to provide a form of photo souvenirs through the operation of a photo attraction with an outside proponent in exchange for a share of revenues. After-visit sales through on-line promotion and fulfilment is also a desired component of this operation, either through proponent directly, or in conjunction with another proponent brought in by the Zoo.

The proponent must provide the photo experience during the operating season of the Zoo as agreed determined by the Board upon. This may include but is not limited to operating hours from 9:30 am through to 7:00 pm during peak summer days, May (Victoria weekend) to September (Labour Day). During shoulder period (September – March) the operation can be operated on weekends, holidays or other days as agreed upon between the Zoo and the Proponent.

In addition, the Zoo has partnered with an outside vendor to operate a Tundra Air Ride (see our website <http://www.torontozoo.com/> for more detail) of which we see the potential of additional revenues through a photo taking opportunity. The ride attracts 300 to 500 persons on daily basis.

Attendance is approximately 1.3 M visitors per year, with the majority of visitors between May and October. Attendance for 2014 and beyond is expected to follow that experienced in the past. Historical numbers and monthly breakdowns can be provided.

Background:

The Zoo has explored photo capture opportunities for guests in the past, most recently in 2013 with a green screen used at the panda exhibit. The Zoo is looking to include this as part of a full on-site package and a proposal is requested to show a photo booth / photo capture operation that would be successful at the Toronto Zoo. It is assumed that the successful proponent of this Request for Proposals (RFP) will have a proven and successful operation that will provide strong revenues to the Zoo and an enhanced experience of our over 1.3 million visitors annually.

The Zoo has a small walk in shop (less than 400 sq.ft.) situated at the Americas Zoomobile location that can be made available to the successful proponent. It is set up with proper communication lines for use as a store or can be adapted to provide secure storage for equipment.

At this time the Zoo does not have any sponsorship or marketing agreements with similar photo based partners but if so would review with the successful proponent any potential advantages or conflicts.

3.1 Revenue and Revenue Sharing:

- (a) Detail the revenues anticipated from the operation.
- (b) Provide the revenue sharing component to the Zoo, based on the revenues collected and the pricing of the photos. All numbers must be in CANADIAN DOLLARS.
- (c) Indicate if your company may guarantee a minimum monthly or annual dollar amount of revenue to the Zoo.

Note: All payments are net of taxes paid out as required by law. The Zoo will collect all revenues and pay a commission fee/revenue shared percentage to the Successful Proponent based on revenue collected. All sales must be entered into the Zoo's point of sale systems and daily detailed revenue numbers are provided with payment. Payment will be made on a monthly basis following verification by our accounting unit.

3.2 Ticketing/Staffing

- (a) Day to day operation will be the responsibility of the proponent. It is anticipated that the proponent will supply excellent training and support to their staff. Staff are also to be involved in any Customer Service training as offered to all staff of the Toronto Zoo. In addition, it is the proponent's responsibility to provide clean and proper uniforms and any personal protective equipment to their staff.
- (b) It is anticipated that all ticketing and the exchange of payment with the public will be through Zoo staff only. Tickets will be issued by Zoo staff upon acceptance of payment and it will be the responsibility of the Proponent's staff to accept, collect and maintain these tickets in exchange for providing the photo items. If the proponent can show that another secure way of selling and collecting monies is more advantageous to the operation please provide clarity on this.

3.3 Merchandise Description

- (a) Detail the anticipated items that will be sold including a full description of photos, frames, novelty items, and any digital formats for sale on site or through off site locations and the use of websites. Samples should be included as part of the submission.
- (b) The Zoo tracks sales through point of sale system that uses UPC codes and it is strongly recommended that the Proponent can provide this to the Zoo.

3.4 Terms of Agreement

- (a) It is anticipated that the agreement with the Successful Proponent will take effect as of 2015-01-01.
- (b) The agreement will be initially for three (3) years with a possible two (2) year extension option for renewal at the discretion of the Zoo.

In addition to the above scope of work, please note the following:

- The Zoo will enter into an agreement with a proponent based solely on a revenue share. The Zoo has no plans to purchase the operation, equipment or any of its components.
- The Proponent may make recommendations on a location(s) for the photo capture experience as part of the proposal, however, the Zoo is under no obligation to accept any recommendations from the Proponent and all related decisions will be made at the sole discretion of the Toronto Zoo.
- The Proponent must provide all components of the photo experience including equipment, materials and staffing and must advise of power and/or shelter requirements. Costs for any shelter requirements shall be borne by the Proponent.
- All merchandise must meet all Canadian laws for re-sale and final decision of items sold must be approved by the Zoo.
- The use of the Zoo's logo, brand, and images of its locations or animals on any merchandise or as part of the photo image must be approved by the Zoo's Senior Director – Marketing, Communications and Partnerships or designate.
- The Zoo maintains all rights for any agreements for sponsorship, advertising or any other partnering or promotion involved in this operation. The proponent may seek approval to provide sponsors or third parties agreeable to the Zoo.
- All MSDS, WHMIS or Health and Safety requirements under the jurisdiction of laws of Ontario to be the responsibility of the supplier. The Proponent must provide the Zoo with documentation that all materials used comply with these standards.

4.0 COMMUNICATIONS

If you have any other inquiries about the proposal or contract inquiries, please contact Peter Vasilopoulos, Supervisor, Purchasing & Supply Unit, at (416) 392-5916.

If you have any technical inquiries, please contact Andre Wattie, Retail and Rides Manager at (416) 392-9108 or Adam Huston, Retail and Rides Supervisor at (416) 392-9116.

5.0 PROPOSAL CONTENT

Proposals submitted in response to this RFP should be detailed sufficiently and demonstrate attention to the scope of the request as outlined in Section 3.0 of the RFP and included the following:

- 5.1 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.
- 5.2 The Proposal should contain the following items:
 - (a) **Letter of Introduction**

Introducing the Proponent and signed Proposal Submission Forms, Section 10.0. by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP,
 - (b) **Table of Contents**

Include page numbers and identify all included materials in the proposal submission.

(c) **Executive Summary**

(d) **Proponent Profile**

- i. A profile and summary of corporate organization, history, structure and ownership;
- ii. Major clients and business partners;
- iii. Names and resumes of individuals key staff or staff person responsible for the photo capture;
- iv. Organization's active conservation and environmental policy.

(e) **Photo Capture details**

- i. General description of the photo capture experience;
- ii. Detailed description of the operation including staffing requirements, recommended location and theme requirements. Please include as much detail as possible as this information may also be used to attract potential sponsorship partners;
- iii. Detailed description including concept drawings, technical requirements and time table for the installation of the experience;
- iv. Specific requirements should be outlined to the Zoo including power and technical requirements;
- v. It is anticipated that the experience may include additional components including off site /on line sales and /or events and picnic at the discretion of the Zoo.

(f) **Revenue and Revenue Sharing**

As outline in Section 3.1 of the RFP, provide the following

- i. Detailed outline of anticipated revenues on a yearly basis based on attendance, capture rate or other proven and realistic criteria. All numbers must be in CANADIAN DOLLARS.
- ii. Pricing of the adventure, gross revenues, and the revenue sharing percentages between the Zoo and the Proponent.
- iii. Indicate if your company may guarantee a minimum monthly or annual dollar amount of revenue to the Zoo.

(g) **Ticketing/Staffing**

Provide a detailed outline on ticketing and staffing based on the requirements summarized in Section 3.2.

(h) **Pricing Strategy**

Detail your pricing strategy. A flexibility to work with the Zoo and other ride/novelty operators on site is recommended to include multi-ride tickets and combination tickets. In addition, the Zoo may wish to include the photo capture as part of a full all inclusive admission price to visitors. Please outline any concerns/issues there may be in operating under this format.

(i) **On-going Maintenance**

The Proponent is responsible for all maintenance of their equipment.

(j) **Safety**

Proponents are required to abide by all of the Toronto Zoo safety policies and any/all government safety requirements related to their business.

6.0 TIME PERIOD FOR IMPLEMENTATION

The following timetable provides tentative dates for key steps in the RFP process.

EVENT	DATE
RFP Issued	October 06, 2014
Deadline for Inquiries	October 10, 2014
RFP Closing	Thursday 2014-10-23 1200 hours (noon, local time)
RFP Evaluation & Agreement Negotiations	November 3, 2014
Transition and Implementation Planning	November 24, 2014
Service Commencement	March, 2015

The RFP process will be governed according to above schedule. Although every attempt will be made to meet all dates listed, the Toronto Zoo reserves the right to modify any or all above 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.

- 6.1 Provide work schedule detailing the timing of tasks and significant activities or milestones for the photo capture based on a 2015-03-01 start date.

7.0 PROPOSAL EVALUATION CRITERIA

The Zoo will respond to all submissions received prior to the closing date and time. All submissions will be evaluated by a committee set up by the Zoo and scoring will be based on the following:

7.1 Proponent Profile

- (a) The profile and summary of corporate organization, structure, history and ownership of the company.
- (b) Major clients and business partners including references provided by the Proponent.
- (c) Demonstrated success in organization’s operation with respect to conservation and sustainability initiatives.

7.2 Experience and Qualifications of the Proponent

- (a) Experience in the ownership, management and operations of a photo capture opportunity currently in operation including ticketing & staffing.
- (b) Listing of key staff or staff person responsible for the operations of the photo capture
- (c) Quality of photography and print
- (d) References of similar partner agreements
- (e) Customer service and customer service training including Accessibility for Ontarions with Disabilities Act, 2005 (AODA) compliance
- (f) Safety Record
- (g) Insurance requirements

7.3 Photo Capture Operation

- (a) Overall experience of the photo capture including theme, tie-in to the Zoo and its conservation mandate and the potential experience as seen by the Zoo's visitors.
- (b) Potential revenue based on its ability to attract Zoo visitors.
- (c) Site location, ease and timing of installation.
- (d) Potential for future growth

7.4 Financial Proposal (Revenue Sharing)

- (a) Percentage of revenue share expected based on gross sales
- (b) Minimum amount to be provided to the Zoo, if you are proposing a minimum annual amount, for each year of the agreement
- (c) Flexibility to provide additional revenues through multi ticketing, combination ticketing or all inclusive ticketing.

Please provide all of the requirements as detailed above and any additional information based on your experience in this type of operation.

Proposals will be evaluated through a comprehensive review and analysis by the Evaluation Committee.

The aim of the Evaluation Committee will be to select the Proposal which in its opinion meets the Toronto Zoo’s requirements under this RFP and provides the best overall value to the Toronto Zoo.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Evaluation Committee will be final and binding.

7.5 Selection Criteria

The Evaluation Committee will utilize the evaluation and selection process to establish a Total Score for each Proposal as noted in 7.6 below. Based on this scoring, high-scoring proponents may be asked to attend an interview, and a final selection made on the basis of proposal and interview evaluation.

7.6 Selection Process

The Evaluation Committee will score the proposals using the Evaluation Criteria Table below.

Evaluation Criteria	
Criteria	Points available to be awarded
Proponent Profile	10
Experience and Qualifications of the Proponent	25
Photo Capture Operation	40
Financial Proposal (Revenue Sharing)	25
TOTAL	100
<p>Interview: At the discretion of the Toronto Zoo, proponents who have received a high ranking may be invited to an interview with the Evaluation Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the Preferred Proponent.</p>	
Proponent’s Presentation & ability to answer questions during the Interview	25

Based on the paper submission proposal scoring, high-scoring Proponents may be asked to attend an interview. A Total Score (Interviewed Proponents) will be determined, including the Proponent’s interview score. This Total Score (Interviewed Proponents) will be used for the final ranking of Proponents.

7.7 Clarifications

As part of the evaluation process, the Evaluation Committee may make requests for further information with respect to the content of any Proposal in order to clarify the understanding of the Proponent’s response. The clarification process shall not be used to obtain required information that was not submitted at time of close or to promote the Proponent’s company.

The Evaluation Committee may request this further information from one or more Proponents and not from others.

7.8 Interviews

The Toronto Zoo reserves the right to interview one or more high-scoring Proponents. Proponents will be short-listed for an interview based on the scoring of their written proposals using the above Evaluation Table.

The representative of a Proponent at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.

The staff team proposed by the Proponent is an important element in the selection criteria and should be present for the interviews.

The Evaluation Committee may interview any Proponent(s) without interviewing others, and the Board will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

7.9 Evaluation Results

Upon conclusion of the evaluation process including any interview, if applicable, a final recommendation will be made by the Evaluation Committee.

Proposal evaluation results shall be the property of the Toronto Zoo and are subject to MFIPPA. Evaluation results may be made available to members of the Board/City Council on a confidential basis and may be subject to public release pursuant to MFIPPA.

7.10 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.

The Preferred Proponent, shall be required to enter into an agreement (the "Agreement") in the form of the Photo Capture Draft Agreement attached as Appendix "A" to this RFP. The terms and conditions of the draft Agreement in Appendix A may be subject to such amendments as may be negotiated by the Toronto Zoo, in its sole discretion, with the successful Proponent.

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 PROPOSAL SUBMISSION REQUIREMENTS

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

Your sealed proposal must be completed, and received by Purchasing & Supply, Toronto Zoo, Administrative Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

Thursday 2014-10-23 1200 hours (noon, local time)

9.0 GENERAL TERMS

9.1 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.

9.2 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.

9.3 Invoicing:

Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Toronto Zoo. The impact of the Harmonized Sales Tax (HST) where applicable shall each be shown as a separate item. The Proponent's GST 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)

9.4 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.

9.5 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.

9.6 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.

9.7 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.

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 Chief Operating Officer.

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.

9.8 **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.

9.9 **Toronto Zoo contractors and the Accessibility for Ontarians with Disabilities Act (AODA)**

Training

Effective January 1, 2014, the Integrated Accessibility Standards Regulation requires contractors who provide goods, services or facilities on behalf of the Toronto Zoo to ensure that all people performing this work receive training on the Integrated Accessibility Standards and on the Human Rights Code as they pertain to persons with disabilities. New! The Province of Ontario has developed an [Access Forward AODA Integrated Accessibility Standards Regulation Training](#) that can be taken online at any time.

Customer Service Standards Regulation:

The Accessibility for Ontarians with Disabilities Act, 2005 (AODA) Customer Service Standard applies to all contractors and their employees who deal with the public or other third parties on behalf of the Toronto Zoo, as well as contractors who participate in the development of Toronto Zoo policies, practices or procedures governing the provision of goods and services to members of the public.

Under this provincial legislation, contractors must ensure that the people performing this work are trained in the AODA Customer Service Standard. More information on this legislation and free training resources such as a 20-minute [Customer Service \(web-based\) training module](#) that satisfies the legislated training requirement can be found at the Ministry of Community and Social Services website.

9.10 **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

9.11 **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.

9.12 **Formal Contract:**

The Proponent will be required to execute and enter into a formal contract (sample form of agreement is attached) that is satisfactory to the solicitor for the Toronto Zoo, in order to document the contract resulting from this RFP Process and to embody indemnity and related provisions that in the opinion of such solicitor are required to protect the Toronto Zoo.

9.13 **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.

9.14 **Environmental Commitment – G.I.P.P.E.R.**

G.I.P.P.E.R. Statement of Principle – The Toronto Zoo in 1990-07-23, adopted the following G.I.P.P.E.R. (Governments Incorporating Procurement Policies to Eliminate Refuse Committee) Statement of Principle in order to contribute to waste reduction and to further the development and awareness of Environmentally Sound Purchasing.

“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.

9.15 **Proposal/Quotation Incurred 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.

9.16 **Copyright:**

Any custom work that may be requested by the Toronto Zoo 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.

9.17 Addenda

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

9.18 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.

9.19 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.

9.20 Termination of Contract

The Toronto Zoo reserves the right to terminate any contract for any reason of:

- (a) Non-conformance to the terms of the contract;
- (b) Inability to supply or deficiencies in the standard of service or products being supplied
- (c) In the event the Contractor shall fail to maintain or keep in force any terms and conditions of the contract, the Toronto Zoo may notify the Contractor in writing of such failure and demand that the same be remedied within thirty (30) days. Should the Contractor fail to remedy the same within the same period, the Toronto Zoo shall then have the right to terminate the contract by giving the Contractor thirty (30) days written notice.

The Toronto Zoo shall be the sole judge what constitutes unacceptable service.

9.21 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.

9.22 Assignment

The Contractor shall not assign or subcontract any of its obligations except as contained in the contract without the prior written approval of the Toronto Zoo.

9.23 Records

The Contractor shall maintain proper records of all sales to the Toronto Zoo and sales through the Contractor's vending equipment. These records shall be available for examination and/or audit by the college during the term of the contract and up to two (2) years beyond the termination of the contract.

9.24 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 Proposal as submitted.

9.25 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.

10.0 SUBMISSION FORMS

The undersigned Proponent having reviewed and fully understood 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 acknowledge that we have received addendum _____ to _____ inclusive, and that all changes specified in the addenda/addendum have been included in the prices submitted.

I/We, hereby declare that the statements contained in the Proposal are in all respects true.

I/We, agree that this submission is being made without any collusion or fraud.

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

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 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.

COMPANY INFORMATION	
Company Name:	
Name of authorized Signing Officer	Title:
Signature:	Date:
Contact Name:	Title:
Address:	
Telephone #:	Fax #:
Email:	Web Site:
HST #:	

10.1 REFERENCE FORM

REFERENCES		
Provide the name, location, client reference and brief description of three (3) projects under the direct responsibility of the proponent.		
Name and Location	Brief Description	Contact

By submitting this information, I/We hereby authorize the Toronto Zoo for this RFP to contact the above listed individuals and companies to verify the information contained in my/our Proposal and to ask whatever questions the Toronto Zoo deems necessary to determine my/our suitability as a Bidder. The information obtained in these additional reference checks will be included in the evaluation of the RFP submission

SUBMISSION LABEL

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 labelled or submitted to an address other than the one listed on this label.

Proponent Name _____

RFP 141 (2014-10) – PHOTO CAPTURE

Closing: Thursday 2014-10-23 1200 hours (noon, local time)

TO BE RETURNED TO

**TORONTO ZOO
C/O SUPERVISOR, PURCHASING & SUPPLY
ADMINISTRATIVE SUPPORT CENTRE
361A OLD FINCH AVE.
TORONTO, ONTARIO
M1B 5K7**

NOTICE OF 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.

A Proposal/Quotation/Tender is not submitted for the following reason(s):	
<input type="checkbox"/> Project/quantity too large.	<input type="checkbox"/> Project/quantity too small.
<input type="checkbox"/> We do not offer services or commodities to these requirements	<input type="checkbox"/> Cannot meet delivery or completion requirement
<input type="checkbox"/> We do not offer this service or commodity.	<input type="checkbox"/> Agreements with other company do not permit us to sell directly.
<input type="checkbox"/> Cannot handle due to present commitments.	<input type="checkbox"/> Licensing restrictions
<input type="checkbox"/> Unable to bid competitively.	<input type="checkbox"/> We do not wish to bid on this service or commodity in the future.
<input type="checkbox"/> Insufficient information to prepare quote/proposal/tender	<input type="checkbox"/> Specifications are not sufficiently defined
<input type="checkbox"/> We are unable to meet bonding or insurance requirements.	

<u>Other reasons or additional comments (please explain):</u>

Company Name:	
Address	
Contact Person:	
Signature of Company Representative:	
Date:	
Phone Number:	
Email address	
Fax Number:	

THIS LICENSE AGREEMENT, made in triplicate this 1st day of XXX, 2014.

B E T W E E N:

BOARD OF MANAGEMENT OF THE TORONTO ZOO
(hereinafter called the "Board")

OF THE FIRST PART

- and -

SUCCESSFUL PROPONENT.
(hereinafter called the "Licensee")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS the **Board** issued a Request for Proposal dated October XX, 2014, RFP #XX (XXX-XX), in order to obtain the services of a Licensee for the operation of a Photo Capture Opportunity at the Toronto Zoo, the said Request for Proposal is hereinafter called the "RFP" and is appended hereto as Schedule "A";

AND WHEREAS the **Licensee** submitted a proposal dated the XX day of XXX, 2014, (the "Proposal"), in response to the RFP, to provide the services in relation to the Photo Capture Opportunity, more particularly as set out in the **Licensee's** Proposal and appended hereto as Schedule "B" (the services and other things required to be done by the **Licensee** as set out in both the RFP and the Proposal hereinafter called the "Contract Work");

AND WHEREAS the **Licensee** has agreed to perform the Contract Work at the Toronto Zoo (hereinafter called the "Zoo") upon the terms and conditions as hereinafter set forth;

AND WHEREAS on XXXX-XX-XX, the **Chief Operating Officer (COO)** of the Toronto Zoo authorized the entering into an agreement granting permission to the **Licensee** to operate a Photo Capture Opportunity on terms and conditions as hereinafter set out;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the recitals herein and the carrying out of the various obligations contained in the agreement, the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement the following definitions will apply:

"Agreement" means this agreement;

"Chief Executive Officer" or "CEO" means the Chief Executive Officer of the Zoo, his successor or designate;

"Chief Operating Officer" or "COO" means the Chief Operating Officer of the Zoo, his successor or designate;

"Contract Work" means the work described in Scope of Work in the RFP;

"HST" means the harmonized sales tax imposed by the Government of Canada.

2. TERM

(1) The term of this agreement shall be for a XXX (X) year period commencing XXXX XX 2014, and ending XXXX XX, 201X, (hereinafter referred to as the "term of operation").

(2) The **Board** has an exclusive right to extend this agreement for XXX (X) additional XXX (X) year terms for the 201X and 201X seasons upon the same terms and conditions at the sole discretion of the COO.

3. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract.

4. CONFLICT

In the event of any conflict or disagreement between the various documents or any omissions contained in the documents making up this Agreement, the documents shall govern in the following order of precedence, first this Agreement, followed by those of the RFP and finally those of the Proposal.

5. REPRESENTATIONS AND WARRANTIES OF LICENSEE

The Licensee represents and warrants to the **Board**, and acknowledges that the **Board** is relying on such representations and warranties in entering this Agreement, that:

- (a) it possesses the experience, knowledge, skill, ability and capacity to fully perform the Contract Work in an effective, expeditious, efficient, good and fully competent manner;
- (b) it has assembled and will maintain a team of well qualified and competent persons experienced in work of the type of the services required by the Contract Work;
- (c) the Contract Work shall be provided by the **Licensee** in a conscientious, diligent and efficient manner by members of the Licensee's team who are competent and qualified to perform their responsibilities;
- (d) it possesses the legal rights, ability and capacity to enter into and fully perform all of the Contract Work, all in a timely manner.

6. GENERAL WARRANTIES

- (a) The **Licensee** represents, warrants and covenants (and acknowledges the **Board** is relying thereon) that it has full power and authority to enter into this Agreement, to perform the Contract Work;
- (b) The **Licensee** covenants that the Contract Work will be performed in accordance with all

applicable federal, provincial and municipal laws, regulations, by-laws, standards and practices, including all **Board** policies.

- (c) The **Licensee** represents, warrants and covenants to the **Board** (and acknowledges that the **Board** is relying thereon) that it is in good standing with its creditors and financial institutions and is financially able to perform and meet any and all duties, liabilities and obligations as may be required of it under this Agreement.
- (d) The **Licensee** represents, warrants and covenants to the **Board** (and acknowledges that the **Board** is relying thereon) that it is not aware of any claims, actions, suits, proceedings pending, or contractual or other disputes to its knowledge threatened against or adversely affecting it which might materially affect its financial condition or its ability to perform and meet any and all duties, liabilities and obligations as may be required of it under this Agreement.

7. COVENANTS OF LICENSEE

The **Licensee** agrees and covenants as follows:

- (a) As part of the Contract Work, operate a green screen photo capture at locations as directed by the COO, or his designate;
- (b) to execute and perform the whole of the Contract Work with all due expeditiousness and in a thoroughly worker like manner in all respects in strict accordance with all the terms and conditions of the Agreement, and the RFP;
- (c) to supply, at its own expense, all staffing necessary to properly operate the Photo Capture Opportunity;
- (d) to supply, at its own expense, all equipment necessary and incidental to the operation of the Photo Capture Opportunity, including temporary non-permanent tents, or coverings, as approved by the COO;
- (e) to ensure that all of the staff and supervisors employed by the **Licensee** are all duly covered by the Workplace Safety and Insurance **Board**, and such premiums are paid up by the **Licensee**, and that all personnel working on behalf of the **Licensee** shall do so in accordance with the *Occupational Health and Safety Act*, and its health and safety responsibilities.
- (f) to ensure that all the staff and supervisors employed by the **Licensee** are made aware of and comply with the Policies of the **Board**, at all times, as set out in the schedules to the agreement as follows:

Schedule C – Human Rights & Harassment in the Workplace

Schedule D – Licensees Safety

Schedule E – Personal Appearance

Schedule F – Smoking in the Workplace

Schedule G – Non-Discrimination Policy

Schedule H – Fair Wage Policy

Any and all other policies governing conduct of personnel on the Zoo site;

- (g) to pay all business and other taxes levied or charged against it or its business during the term of operation;

- (h) to ensure that staff wear appropriate clothing approved by the COO and safety footwear as required, and participate in Zoo seasonal staff training programmes;
- (i) to comply with the **Board's** Hours of Operation and times specifically provided for the photo capture opportunity, weather permitting;
- (j) To comply strictly with all relevant by-laws, rules and regulations of the local municipality, the **Board**, the City of Toronto, and all other bodies authorized to make any by-laws, rules and regulations governing the conduct and operation of the **Licensee's** business or anything in connection therewith;
- (k) in the event of any incident arising out of the rights granted herein resulting in injury to any person or damage to any property, the **Licensee** shall immediately notify a security officer of the **Board** and, if requested, provide a written report of the incident within forty-eight (48) hours to the COO;
- (l) to liaise with appropriate Zoo staff to arrange location of all necessary services as required;
- (m) to keep the site clean and hazard-free throughout the entire term of operation by the **Licensee**; and
- (n) to ensure that all vehicles operating under its authority adhere to the Zoo site access restrictions and the posted 16 km speed limit. All such vehicles will be, as specified by the Manager of Security and Safety, escorted while on Zoo property, move only with 4-way hazard lights operating and only for purposes related to specific work requirements.

8. COVENANTS BY THE BOARD

The **Board** agrees and covenants as follows:

- (a) to sell photo packages and collect revenues through designated point of sale locations at the Toronto Zoo as determined by the COO in accordance with the provisions as set out in Section 11 Payment of Fees hereof;
- (b) to provide information about the services provided by the **Licensee** to outside parties at the time of booking Corporate, or other events, for promotion of the Licensee as a preferred supplier of the Board. Licensee agrees that potential clients for Corporate, or other events, may use their own service provider for similar services and are under no obligation to use the services of the Licensee;

Any expansion of the Contract Work shall be granted at the sole discretion of the **COO**.

9. CONFIDENTIALITY

(1) The **Licensee** shall keep confidential all data and information designated by the **Board** as confidential and the Licensee shall safeguard all data and information in the same manner and to the same extent that the **Licensee** safeguards confidential or proprietary information relating to its own business.

(2) The **Licensee** shall keep confidential all personal information as defined in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 and any amendments thereto. If such personal information is to be disclosed in circumstances where the Act requires the

consent of the person who is the subject of the information, the Board shall be responsible for obtaining such consent.

10. INDEMNITIES

(1) The **Licensee** will from time to time and at all times hereafter well and truly save, defend, and keep harmless and fully indemnify the Board, the City of Toronto, and the Toronto and Region Conservation Authority and their Members, Councillors, officers, employees, agents and representatives, successors and assigns, of, from and against all actions, suits, claims, executions and demands which may be brought against or made upon any of them, and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Board, the City of Toronto, the Toronto and Region Conservation Authority, their officers, servants and agents, or any of them, by reason or on account or in consequence of the execution and performance of the Contract Work and/or the non-execution, or imperfect execution of the Contract Work and/or the supply or non-supply of plant and material for the Contract Work, and will pay to the Board and to each such officer, servant or agent on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the **Board**, the City of Toronto or the Toronto and Region Conservation Authority or by any of its officers, servants and agents in consequence of any such action, suit, lien, execution or demand and any moneys paid or payable by the Board or any of its officers, servants or agents in settlement or in discharge or on account thereof, PROVIDED that on default of such payment all such last mentioned loss, costs, damages and expenses and all such moneys so paid or payable may be deducted from any moneys of the **Licensee** then remaining in the possession of the **Board** on account of the Contract Work or from moneys payable by the **Board** to the **Licensee** on any account whatever or may be recovered from the **Licensee** or its Surety in any court of competent jurisdiction as moneys paid at their request; and the **Licensee** hereby authorizes and empowers the **Board**, or its Solicitors for the time being, to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the **Board** or its said Solicitor may deem expedient, and hereby agrees to ratify and confirm all the acts of the **Board** or its Solicitor in that behalf, and to pay to such Solicitor on demand his or her reasonable costs of any such defence, settlement and/or compromise, and that in default of such payment the same may be deducted from any moneys payable by the **Board** to the **Licensee** on any account whatever; PROVIDED, HOWEVER, that the **Licensee** at the expense of the **Licensee** and with the written approval of the Board, may take charge of and conduct the defence in the name of the Board to any such action, suit, claim, lien, execution or demand.

(2) On default of payment by the **Licensee** of any loss, costs, damages or expenses in accordance with this section, any and all such monies so paid or payable may be deducted from any monies of the **Licensee** then remaining in the possession of the **Board** on account of the Contract Work or from monies payable by the **Board** to the **Licensee** on any account whatever or may be recovered from the **Licensee** or its Surety in any court of competent jurisdiction as monies paid at their request.

(3) The above indemnity shall survive the expiry of this Agreement.

11. PAYMENT OF FEES

(1) The **Board** will sell tickets to the public at prices of \$XX.XX, per ticket (plus Harmonized Sales Tax (HST)). ****per product offering, or multiple product offerings****

(2) The **Board** will pay the **Licensee** XX Dollars and XX Cents (\$XX.XX) for the sale of each product offering. ****or multiple product offerings****

(3) The **Board** will maintain records of the numbered tickets sold in a consecutive order which will be available for scrutiny by the **Licensee**. The **Licensee** shall not accept any remuneration for any pictures taken, except one of the aforesaid tickets for each package sold. Payment to the **Licensee** by the **Board** is to be made by the XXth of the month following and accompanied by daily ticket sales of Photo Capture products for the preceding month.

12. INSURANCE

The **Licensee** will provide the following insurance:

(1) Commercial General Liability Insurance which has inclusive limits of not less than \$3,000,000.00 per occurrence, providing bodily injury and property damage and which extends to include Personal Injury Liability, Broad Form Contractual Liability, Owner's and **Licensee's** Protective Coverage, Completed Operations Liability, Contingent Employers Liability, Non-Owned Automobile Liability and a Cross Liability Clause. The above policies will include the **Board**, the City of Toronto and the Toronto and Region Conservation Authority as additional Insured and a clause that states that the policy will not be cancelled or materially changed without the Board receiving 30 days prior written notice.

(2) Standard automobile liability insurance policy coverage in the amount of not less than Two Million Dollars (\$2,000,000.00) for each occurrence.

(3) The **Licensee** shall provide Certificates of Insurance in respect of the above coverages and such Certificates of Insurance shall be in a form acceptable to the Chief Operating Officer.

13. AUTHORITY OF CHIEF OPERATING OFFICER

Any notice by the **Board** under this Agreement may be given by the Chief Operating Officer or any person specifically authorized by him or her in writing.

14. WAIVER

The failure of either party to enforce any term, covenant or obligation of the other contained in this Agreement shall not be deemed to be a waiver of such term, covenant or obligation or permission for any subsequent breach of the same term, covenant or obligation and may be enforced unless the party breaching the term, covenant or obligation has the written approval of the other party.

15. SEVERABILITY

If any covenant or provision in this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions thereof shall continue in full force and effect.

16. TERMINATION

If the **Licensee** fails to comply with any of the terms of this Agreement and upon having been given written notice to that effect, if the **Licensee** has not within twenty days remedied the said non-compliance to the satisfaction of the COO, then this Agreement shall terminate forthwith and the **Licensee** shall remove its property forthwith. In the event of a disagreement as to the terms and conditions of this agreement, the decision of the COO shall be final.

17. REMOVAL OF EQUIPMENT

It is understood and agreed that at the end of the term of operation, the **Licensee** shall remove all its equipment, material, and supplies from the location at the Zoo at its expense unless otherwise agreed upon.

18. EXPIRY OF TERM

If the **Licensee** remains in possession of all or any part of the licensed area after the expiry of the term, with the consent of the **Board** and without any further written agreement, this license shall not be deemed thereby to have been renewed and the **Licensee** shall be deemed conclusively to be occupying the licensed area on a monthly basis on the same terms as set forth in this license agreement so far as they are applicable to a monthly license holder.

19. TIME OF THE ESSENCE

Time shall be of the essence in this Agreement.

20. NOTICE

(1) Any notice, request or demand required or permitted to be given hereunder shall be in writing and may be delivered personally, or by prepaid registered mail addressed as follows:

(i) in the case of the **Board**:

Board Management of the Toronto Zoo
361A Old Finch Avenue
Toronto, Ontario
M1B 5K7
Attention: Chief Operating Officer

(ii) in the case of the **Licensee**:

Licensee
Address
Suite
City, Province Postal Code
Fax N.: (xxx) xxx-xxxx
Attention: Contact Name

(2) Either party may from time to time change its address and recipient for service by notice to the other party in the manner given aforesaid.

21. AMENDMENT

This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.

22. NON-PARTNERSHIP

Nothing in this Agreement shall be construed so as to constitute a partnership or joint venture between the **Board** and the **Licensee**. Nor shall it result in the creation of any employee-employer

relationship between the **Board** and any personnel of the **Licensee**. In fulfilling its obligations and exercising its rights hereunder, the **Licensee** shall have the independent direction and control of the Contract Work subject to the direction and approval of the **Board** and the terms of this Agreement and other relevant agreements.

23. SUCCESSORS & ASSIGNS

This Agreement and everything herein contained shall respectively ensure to the benefit of and be binding upon the **Licensee** and the **Board** and their respective successors and permitted assigns.

The rest of this page is left intentionally blank for Signatures

SAMPLE

IN WITNESS WHEREOF the **Board** and the **Licensee** have hereunto executed this Agreement.

SIGNED, SEALED AND DELIVERED:

) **BOARD OF MANAGEMENT OF THE**
) **TORONTO ZOO**

)
)
) _____
) Name
) Title: (c/s)

)
)
) _____
) Name
) Title:

)
) **SUCCESSFUL PROPONENT.**
) (c/s)

) _____
) Name
) Title:

)
) _____
) Name
) Title:

)
) I/We have authority to bind the corporation

SCHEDULE 'A'

TO THE AGREEMENT DATED XX X, 2014
BETWEEN BOARD OF MANAGEMENT OF THE TORONTO ZOO
AND SUCCESSFUL PROPONENT.

RFP #XX (201X-XX)

SAMPLE

SCHEDULE "B"

TO THE AGREEMENT DATED XXXX XX, 201X
BETWEEN BOARD OF MANAGEMENT OF THE TORONTO ZOO
AND SUCCESSFUL PROPONENT.

RFP #XX (2014-XX)

PROPOSAL FROM SUCCESSFUL PROPONENT.

SAMPLE