

2015-03-17

**REQUEST FOR PROPOSAL
SEGWAY TOURS OPPORTUNITY
RFP 12 (2015-03)**

This Request for Proposal is being issued to invite qualified professional firm(s) to submit a proposal related to providing a turnkey operation for a Segway tour through a revenue sharing agreement.

Due Date: **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 PDF) on a CD or flash drive in a sealed package or envelope, must be submitted and received by Purchasing & Supply, Toronto Zoo, Administrative-Support Centre, 361A Old Finch Ave., Toronto, ON M1B 5K7 by:

Wednesday 2015-04-01, 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 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

- 1.0 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.
- 1.1 Every proponent is responsible for conducting its own investigations and due diligence necessary for the preparation of this Proposal.
- 1.2 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 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.
- 1.3 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 **Wednesday 2015-04-01, 1200 hours (noon, local time)** or your proposal will not be considered
- 1.4 Proposals must not be submitted by facsimile or email.
- 1.5 Use the attached submission label when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- 1.6 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.
- 1.7 **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 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).
- 1.8 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.
- 1.9 All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal submission deadline.
- 1.10 If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the Toronto Zoo's website. Bidders and prospective bidders should check the site frequently for any updated information and addenda issued, before the closing date and time.
- 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

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 Toronto Zoo", with whom the Proponent has contracted to perform the required services;
- (b) **"Chief Executive Officer"** means the CEO of the Board of Management of the Toronto Zoo;
- (c) **"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;
- (d) **"Contractor"** means the Preferred Proponent if any, who enters into the Contract;
- (e) **"Preferred 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;
- (f) **"Proposal"** means a proposal submitted in response to this RFP;
- (g) **"Proponent"** means the person, Proponent, firm or, consortium or joint venture that submits, or intends to submit, a proposal in response to this RFP;
- (h) **"RFP"** means the Request for Proposals document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- (i) **"Submission"** and /or **"Proposal"** means the Proponent's written reply or submission in response to this RFP;
- (j) **"Work" and "Services"** means all work and services required under these documents, and in accordance with the Contract Requirements, General Requirements, and Specifications;

3.0 BACKGROUND AND SCOPE OF REQUEST

3.1 Background

The Zoo has reviewed the revenue potential of a Segway experience. A proposal is requested to provide a Segway tour located within the Zoo grounds and accessible to guests. This operation would be run before, after and/or during Zoo hours and provide guests an experience as part of their visit to the Zoo and could include an extensive guided tour.

The Zoo is expecting that the supplier will provide an experience that is not only revenue-generating, but also includes clear conservation/animal/zoo theming. Priority will be given to those vendors/suppliers that use current technology in these attraction(s) that will allow for maximum safety for guests, simple operation with minimal staffing, and maximum through-put of guests.

The Zoo anticipates entering into a non-exclusive agreement with a vendor based on a revenue share arrangement with the vendor to supply the adventure and all equipment necessary.

Please note the following details about the scope of the Segway experience:

- The Zoo has designated several potential locations on site but expects the vendor/supplier to make recommendations on a preferred location(s) based on theme, revenue potential and minimal impact on the environment.
- The vendor/supplier should provide photos, specifications of the installation of the course, a dimensional footprint of the complete course, full details of the requirements, training costs, and yearly maintenance costs of the course and equipment.

- All Health and Safety requirements under the jurisdiction of laws of Ontario are the responsibility of the vendor/supplier. The vendor/supplier must provide the Zoo with documentation that all materials used comply with these standards. In addition, Segways are operated within the province under the Ministry of Transportation guidelines and would need to be approved for operation based on this.
- The on-site tour should relay the important message of animal conservation and a positive view of the world's natural environment. It may allow for age limitations on participants; however it must also pass on these important conservation messages.
- Participants using the Segway must be outfitted in such a way allowing for optimum safety.
- The vendor/supplier must provide all components of the experience including equipment, materials and must advise of any power and/or shelter requirements and whether they are included in the vendor's proposal and who will be responsible in the event new power and/or shelter is required.
- The Zoo may provide, as part of the negotiated agreement, staff to operate the adventure. Staffing requirements for the tour must be detailed with minimum and maximum requirements.
- The Zoo and its staff will be the only authorized seller of tickets / novelties on site and will provide timely payment to the vendor to their share of the revenue.
- The vendor/supplier must provide the tour throughout the operating season of the Zoo as agreed upon. This may include but is not limited to operating hours from 9 am through to 7 pm during peak summer days. During shoulder period operations (Sept – Mar) the ride may be operated on weekends, holidays or other days as agreed upon between the Zoo and the vendor.
- The ticketed price must incorporate all required taxes including HST.
- Pricing and revenue shares are set by the Zoo and the vendor/supplier and can / may include options to incorporate combination pricing with other rides or attractions at the Zoo.
- All maintenance, licensing, and upkeep requirements for the Segways should be fully documented, and anticipated division of responsibility between the Zoo and the vendor well defined.

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 Rides Manager at (416) 392-9108 or Adam Huston, Retail & 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 items:

Please submit a proposal based on the above, with the following information required:

1. Proponent Profile
 - a) Cover page;

- b) A profile and summary of corporate history;
- c) Major clients and business partners;
- d) Demonstrate that the bidder is currently operating as a provider of Segway and has done so for the last five (5) consecutive years;
- e) Organization's active conservation and environmental policy;
- f) General description of the Segway tour experience including
 - i. Detailed description of the operation of the adventure including staffing requirements, recommended location and theme requirements. Include as much detail as possible as this information will be used to attract potential sponsorship partners;
 - ii. Detailed description including concept drawings, technical requirements and time table for the installation of the attraction;
 - iii. Specific requirements should be outlined including any requirements of the Zoo including site preparation, shelter, power requirements and technical requirements;
 - iv. It is anticipated that the adventure will expand through the duration of the relationship so a detailed description of all options of the attraction including potential phases, growth or additions is requested.

2. Revenue and Revenue Sharing

- a) The Zoo is considering a revenue sharing agreement. As such, please provide details related to the anticipated revenues on a yearly basis based on attendance, capture rate or other proven and realistic criteria;
- b) Based on the revenue sharing agreement, please provide recommended pricing for the adventure, gross revenues, and the anticipated revenue sharing percentages between the Zoo and the vendor;
- c) Indicate if your company may guarantee a minimum monthly or annual dollar amount of revenue to the Zoo;
- d) All currency numbers must be expressed in CANADIAN DOLLARS.
- e) All payments are net of taxes paid out as required by law. The Zoo will collect all revenues and pay a commission fee to the supplier based on revenue collected. All sales are entered into the Zoo's point of sale systems and daily detailed ride numbers are provided with payment. Payment is to be made on a monthly basis following verification by our accounting unit.

3. Ticketing Operations Staffing

- a) 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 vendor's staff to accept, collect and maintain these tickets in exchange for providing the novelty.
- b) Please detail where responsibility for daily operation would reside. Day to day operation of the adventure can be with Zoo staff or the vendor / supplier staff. It is anticipated that the vendor/supplier will supply excellent training and support to staff. If vendor staff, they are to be involved in any Customer Service training as offered to all staff of the Toronto Zoo. In addition, it is the vendor's responsibility to provide clean and proper uniforms and any personal protective equipment to their staff.

4. Attendance

Attendance for 2015 and beyond is expected to follow that experienced in the past. Attendance is approximately 1,300,000 visitors per year, (based on a 5 year average) with the majority of visitors between May and October. Historical numbers can be provided upon request.

5. Pricing Strategy

Please detail the 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 adventure as part of a full all inclusive admission price to visitors. Please provide your desire or concern to operate under this format.

6. Timetable and Terms of Operation

It is anticipated that the agreement with the supplier will take effect as of 2015-05-01. The agreement would be for three (3) years with a possible further two (2) years option, renewable on one (1) year options at the discretion of the Zoo. It should be noted that the Zoo has a number of current vendors that operate the rides at the Zoo for a number of years. It is the goal of the Zoo to maintain a strong and lasting partnership with the successful vendor/supplier.

While the Zoo is anticipating signing an agreement, a trial period of one season may be considered by the Zoo to determine if this ride is the best fit for the Zoo.

7. On-going Maintenance and Licensing

Please provide detailed requirements and defined responsibilities of the Zoo and the vendor/supplier as it relates to the on-going maintenance of the adventure. Include daily, monthly, yearly inspections, replacement of equipment, and licensing requirements.

a) Service Contract

Please indicate the requirements for servicing by Zoo staff and when a service technician is called. Also, identify any requirements for the operation of the ride with TSSA or any other licensing organization in Ontario. Outline in detail any training required by Zoo staff.

b) Set-up and Removal Costs

Please describe any required needs for setting up and taking down the ride, including any costs that the Zoo would be responsible for. All requirements for power base support must be detailed.

6.0 TIME PERIOD FOR IMPLEMENTATION

Provide work schedule detailing the timing of tasks and significant activities or milestones for the Segway experience based on a **2015-05-01** start date.

7.0 PROPOSAL EVALUATION CRITERIA

The Zoo will review all completed proposals received by the deadline. All submissions will be evaluated by a committee set up by the Zoo and scoring will be based on the following:

Proponent Profile

- a) The profile and summary of corporate history of the company.
- b) Demonstrated success in organization's operation with respect to conservation and green initiatives.

Experience and Qualifications of the Proponent

- a) Experience in the ownership, management and operations of an Segway ride currently in operation.
- b) Major clients and business partners including references including name, title, address and phone number of similar partner agreements.
- c) Safety plan and record including details on safety breaches encountered at other venues and the actual remedial/corrective action taken to address the breach.
- d) Ability to provide Commercial General Liability insurance with a limit of not less than \$5,000,000 per occurrence.

Adventure Experience

- a) Overall experience of the adventure including theme, tie-in to the Zoo and its conservation mandate and the potential experience as seen by the Zoo's visitors.
- b) Site location, ease and timing of installation.
- c) Potential for future growth

Fees

- 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.
- d) Potential revenue based on its ability to attract Zoo visitors.

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

7.1 Selection Criteria

The Evaluation Committee will utilize the evaluation and selection process to establish a Total Score for each Proposal as noted in 7.5 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.

7.2 Selection Process

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

Evaluation Criteria Table

Criteria	Points available to be awarded
Proponent Profile	10
Experience and Qualifications of the Proponent and key personnel involved in delivering similar experiences in the past (5) years.	25
Segway Operation including service operation	40
Revenue share and pricing model	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	50

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.

7.3 **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.

7.4 **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.

7.5 **Evaluation Results**

Upon conclusion of the evaluation process, 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.

7.6 **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 Segway 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 GENERAL TERMS

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. The impact of the Harmonized Sales Tax (HST) where applicable shall each be shown as a separate item. The Proponent's HST/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)

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.

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.

8.8 **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.

8.9 **Compliance with Laws & Acts:** The Vendor will be required to comply with all federal, provincial and municipal laws and regulations in providing Goods and Services including, without limitation, the Occupational Health & Safety Act (OHSA) and the Workplace Safety & Insurance Act, 1997, Accessibility for Ontarians with Disabilities Act (AODA) 2005 or any successor legislation, as applicable, and to provide to the Toronto Zoo, upon request, periodic reports confirming such compliance.

Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the contractor, i.e. successful bidder/proponent, shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, regarding all matters set out in Section 6 of the Regulation. This training is available on-line at <http://www.mcsc.gov.on.ca/mcsc/serve-ability/splash.html>

The contractor, i.e. **successful bidder/ proponent** where requested by the Toronto Zoo shall provide written proof that all employees, agents, volunteers, or others for whom it is at law responsible have been trained as required under the act as well as any documentation regarding training policies, practices and procedures.”

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 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.

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.

8.14 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.

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. 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 **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, 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.

8.18 **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.

8.19 **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.

8.20 **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.

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 **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.

8.23 **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.

8.24 **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.

8.25 **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.

9.0 PROPOSAL SUBMISSION FORM:

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.

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

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 12 (2015-03) – SEGWAY TOURS OPPORTUNITY

Closing: Wednesday 2015-04-01, 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.	

Other reasons or additional comments (please explain):

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

THIS AGREEMENT made in triplicate this 1st day of XXXX, 2015

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 "Contractor")

OF THE SECOND PART

WHEREAS the Board is responsible for the operation, management and maintenance of the Toronto Zoo (the "Zoo");

AND WHEREAS the Board issued a Request for Proposals, dated March 17, 2015, for the provision of the Operation of a Segway Tour Opportunity at the Zoo attached as Schedule "A" to this Agreement and forming part thereof (the "RFP");

AND WHEREAS Contractor submitted a proposal, dated xxx xx, 201x for the provision of the Operation of a Segway Tour Opportunity at the Zoo, attached as Schedule "B" to this Agreement and forming part thereof (the "Proposal");

AND WHEREAS at its meeting held on XXXX, XX, 2015, the Board authorized entering into a non-exclusive agreement with Contractor to provide the Segway Tour on the terms and conditions as set out in this Agreement;

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:

I. Contractor Obligations

1. (1) Contractor shall supply the Operation of a Segway Tour Opportunity (the "Segway Tour") to the Board and perform related services in accordance with the Proposal.

(2) Without limiting the generality of subsection 1(1), Contractor agrees to perform the following services, at its own expense, in accordance with the provisions of the Proposal:

(a) supply all necessary equipment to operate the Segway Tour;

- (b) supply all theming as agreed upon with the Chief Executive Officer of the Zoo (the "CEO") required to ensure the proper operation of the Segway Tour;
- (c) supply all required training for Zoo staff and operational support on a timely basis to ensure the proper running of the Segway Tour;
- (d) install and test the Segway Tour prior to full operation;
- (e) obtain all licences and permits required for the operation of the Segway Tour;
- (f) pay all business and other taxes levied or charged against it or its business in respect to the Segway Tour;
- (g) comply with the Board's policy on smoking in the workplace;
- (h) comply strictly with all relevant laws, by-laws, rules and regulations, including those of the City of Toronto and the Board;
 - (i) in the event of any incident arising out of the performance of this Agreement resulting in injury to any person or damage to any property, immediately notify a security officer of the Board and, if requested, provide a written report of the incident within forty-eight (48) hours of its occurrence to the CEO of the Zoo;
 - (j) subject to the approval of the CEO, provide all necessary theme signs, props and elements for the Segway Tour;
- (j) liaise with appropriate Zoo staff to arrange for the installation of the Segway Tour;
- (k) ensure that all subcontractors utilized by Contractor for the performance of any services under this Agreement comply fully with the terms and conditions of the Agreement and accept full responsibility for the acts and omissions of such subcontractors;
- (l) provide the CEO with instructions and procedures for operation of the and for daily, weekly and monthly maintenance of the Segway Tour in a form and content satisfactory to the CEO, acting reasonably;
- (m) use such access and parking space as directed by the Board's representative. Except as otherwise authorized, deliveries shall be completed before 0930 hours and after 1730 hours, Monday to Friday;

- (n) keep the Segway Tour site clean and hazard-free throughout the entire period of installation of the Segway Tour and properly dispose of all debris; and
- (o) ensure that all vehicles operating under its authority adhere to Zoo access restrictions and the posted 16 km speed limit. As required by the Zoo's Manager of Security and Safety, all such vehicles will be escorted while on Zoo property, move only with four-way hazard lights operating and only for purposes related to specific work requirements.

II. Board's Obligations

2. The Board agrees and covenants to do the following at its own expense:

- (a) operate and maintain the Segway Tour in accordance with instructions and procedures supplied by Contractor.;
- (b) provide space and electrical power for the operation of the Segway Tour;
- (c) provide staff to operate the Segway Tour and sell tickets; and
- (d) maintain appropriate signs identifying the Segway Tour and Segway Tour ticket pricing.

III. Term and Renewal

3. (1) Subject to subsection 3(2), the term of this Agreement shall be for the period commencing on XXXX, XX, 201x up to and including XXXX, XX, 201x (the "Term").

(2) The Board shall have the option, in its sole discretion to renew this Agreement on the same terms and conditions for a further two (2) year period, save and except that there shall be no such option to renew during the renewal period.

IV. Insurance and Indemnities

4. (1) Prior to commencement of the Term, Contractor shall, at its own expense, obtain and deposit with the CEO proof of public liability insurance coverage for personal injury and property damage in a minimum amount of Five Million Dollars (\$5,000,000.00) per occurrence and as otherwise identified in the Proposal, with an insurer, and in a form, satisfactory to the CEO, naming the Board, the City of Toronto and the Toronto and Region Conservation Authority as additional named insured with the usual cross-liability clause, providing that any insurance placed by the said additional named insured or any of them is to be excess to the said coverage and that the coverage may not be cancelled except on thirty (30) days' prior written notice to the CEO.

(2) Contractor shall ensure that any subcontractors it utilizes for the performance of any services under the Agreement meet the insurance requirements identified in subsection 3(1).

(3) Contractor agrees to defend and indemnify the Board (including without limitation its officers, officials, employees and agents) and hold it harmless from any and all damages (including punitive damages), losses or expenses (including without limitation, court costs, arbitration fees, penalties, fines, amounts paid in settlement of claims and reasonable legal fees and expenses of investigation) that the Board may incur, suffer or become liable for as a result of, or in connection with, any claim asserted or threatened against the Board to the extent such claim is based upon a contention that any software, film, movie, documentation, training material, or any other document or thing prepared or to be prepared and delivered or to be delivered by or on behalf of Contractor, and used within the scope of this Agreement infringes any patent, copyright, trade secret, trade mark or other intellectual property right, whether Canadian or otherwise, of any third party, provided that the Board has notified Contractor in writing of such claim within fifteen (15) days of the CEO becoming aware of such claim. If any such item or any portion thereof is held to constitute an infringement of another person's rights, and its use is enjoined, Contractor shall, at its election and expense, do all or any of the following:

- (a) procure for the Board the right to use the infringing element;
- (b) procure for the Board the right to an element which performs the same function without any material loss of functionality; or
- (c) replace or modify the element, so that the infringing portion is no longer infringing and, where applicable, still performs the same function without any material loss of functionality,

and shall make its best efforts to correct the situation with minimal effect upon the operations of the Board. Despite the foregoing, Contractor shall have no liability for any claim of infringement based on use of other than unaltered software, film, movie, documentation, training material or any other document or thing prepared or delivered by or on behalf of Contractor under this Agreement.

(4) Contractor agrees to defend and indemnify the Board (including without limitation its officers, officials, employees and agents) and hold it harmless from any and all damages (including punitive damages), losses or expenses (including without limitation, court costs, arbitration fees, penalties, fines, amounts paid in settlement of claims and reasonable legal fees and expenses of investigation) that the Licensee may incur, suffer or become liable for as a result of, or in connection with, any claim asserted or threatened against the Board by a third party for property damage or loss or personal injury or death based on the negligence or wilful misconduct of Contractor or its subcontractors or their respective employees or a breach of this Agreement. However, Contractor shall not be required to indemnify the Board for any damages, loss or expenses arising as a result of the Board's failure to properly maintain and operate the Segway Tour in accordance with the instructions and procedures supplied by Contractor.

V. Financial Arrangements

5. (1) Subject to subsection 5(3), the Board will offer for sale tickets for the Segway Tour to Zoo patrons at Xxxx Dollars (\$X.00) per person inclusive of all applicable taxes, or at such other amount as may be agreed to by the parties from time to time, and will remit to Contractor a share of the gross ticket sales from the Segway Tour ("Gross Revenues) on a sliding scale as identified in the Proposal. The Board will remit to Contractor any amounts owing under this subsection within thirty (30) days of the end of each calendar month in which the Segway Tour is operating.

(2) The Board will maintain records of the Segway Tour tickets sold, which will be available for review by Contractor. The Board and Contractor shall not accept any remuneration for the Segway Tour from patrons other than on the basis of sale of tickets in accordance with this section or as otherwise agreed between the Board and Contractor.

(3) Despite subsection 5(1), in the event the Board's share of the Gross Revenues in each of the Term or any renewal thereof is less than XXXXX Thousand Dollars (\$), Contractor shall pay to the Board the difference between the Board's share of the XXXXX Thousand Dollars (\$) within thirty (30) days of receipt of written notice from the Board identifying the amount of the difference, to be submitted at the end of the Term or any renewal thereof. Contractor is only obliged to pay to the Board any such difference if the Board has met the following criteria:

- i) the Segway Tour is placed in a location that is easily accessible by and visible to the visitors to the Zoo; as determined by both parties;
- ii) the Zoo's annual attendance during each year of the term or any renewal thereof does not fall below 1,000,000 patrons;
- iii) the Segway Tour is operated by staff who have received training by Contractor and who will maintain and operate the Segway Tour equipment in accordance with procedures and instructions provided by Contractor; and
- iv) the Zoo performs all site preparation work for the Segway Tour in a timely manner to allow prompt installation of the Segway Tour.
- v) Other criteria.

(4) Each party shall be independently responsible for the payment of any applicable taxes on its portion of the gross revenues collected from Segway Tour ticket sales.

VI. Termination

6. (1) If Contractor fails to comply with any of the terms of this Agreement and, upon having been given written notice to that effect, has not within ten (10) days remedied the non-

compliance to the satisfaction of the CEO, then this Agreement shall terminate forthwith and Contractor shall remove its property forthwith. In the event of a disagreement as to the terms and conditions of this Agreement, the decision of the CEO, acting reasonably, shall be final.

(2) In the event the Board terminates this Agreement pursuant to subsection 6(1), Contractor shall pay to the Board the difference, if any, between the Board's share of the Gross Revenues received to the date of termination during the applicable Term or any renewal thereof and XXXXX Thousand Dollars (\$), within thirty (30) days of receipt of written notice from the Board identifying the amount of the difference.

(3) 30 day termination at option of the Board at its sole discretion.

(4) At the end of the Term or any renewal thereof, Contractor shall, at its own expense, remove all its equipment, materials and supplies, from their location at the Zoo unless otherwise agreed upon, and shall restore the Segway Tour site to its original condition.

(5) If Contractor fails to remove its equipment, material and supplies in accordance with this section within ten (10) days of the end of the Term or any renewal thereof, then the Board may remove such equipment, materials and supplies and store them, and the costs of such removal and storage shall be borne by Contractor. The Board shall bear no liability to Contractor for any damage to its equipment, materials and supplies, howsoever caused, as a result of such removal and storage, except for damage caused wilfully and intentionally.

VII. Survival

7. The provisions of this section and section 9, 11, 12, 13 and 14, subsections 4(3), 4(4), 5(1), 5(2), 5(3), 6(2), 6(3), 6(4) and 6(5) and clause 1(2)(f) shall survive the expiry or termination of this Agreement.

VIII. Force Majeure

8. Dates and times by which either party is required to render performance under this Agreement shall be automatically postponed to the extent and for the period that such party is prevented from meeting them by reason of any cause beyond its reasonable control, including, but not limited to, labour disruptions, provided that such party notifies the other party of the commencement and nature of such cause and uses reasonable efforts to render performance in a timely manner.

IX. Notice

9. (1) Except as otherwise expressly provided elsewhere in this Agreement, any written notice, or notification, or any other thing to be given or delivered pursuant to this Agreement, shall be deemed properly given if delivered personally or if mailed by registered mail or if transmitted by facsimile or other form of recorded communication capable of proof as follows:

(a) If to Contractor:

Contractor
Address
Suite
City, Province Postal Code

Fax No.: (xxx) xxx-xxxx

Attention: Contact Name

(b) If to the Board:

Board of Management of the Toronto Zoo
361A Old Finch Avenue
Toronto, Ontario
M1B 5K7

Fax No.: (416) 392-5934

Attention: CEO

(c) such other address of which the party to be notified shall have given written notice to the other party in accordance with the above;

(2) Any notice delivered to the party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is delivered at that address, provided that if that day is not a business day then the notice shall be deemed to have been given and received on the first business day next following that day. Any notice mailed shall be deemed to have been given and received on the third business day next following the date of its mailing. Any notice transmitted by facsimile or other form of recorded communication shall be deemed given and received on the first business day after its transmission. In the event of postal disruption, a notice must either be delivered personally or sent by facsimile or other form of recorded communication. In this section, "business day" means Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario.

X. Assignment

10. Either party may assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, but only with the prior written consent of the other party, which shall not be unreasonably withheld.

XI. Governing Law

11. This Agreement shall be governed by and construed in accordance with the laws of Ontario and federal laws of Canada applicable therein and shall be treated in all respects, as an Ontario contract. The parties submit to the non-exclusive jurisdiction of the courts of Ontario. The parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

XII. Conflict

12. In the event of any conflict between this Agreement without Schedules “A” and “B” and either of the Schedules, this Agreement shall take precedence. In the event of any conflict between Schedule “A” and Schedule “B”, Schedule “B” shall take precedence. A conflict occurs whenever provisions are inconsistent or incompatible and cannot be reasonably reconciled.

XII. Invalidity

13. If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

XIV. Waiver

14. Except as otherwise provided herein, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XV. Further Assurances

15. Each party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its powers as any other party may in writing at any time and from time to time reasonably request be done or executed or both, in order to give full effect to the provisions of this Agreement.

XVI. Counterparts

16. This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

**SCHEDULE “A” TO THE AGREEMENT
DATED XXXX, XX, 201x, BETWEEN
BOARD OF MANAGEMENT OF THE TORONTO ZOO
AND
CONTRACTOR**

**Toronto Zoo
REQUEST FOR PROPOSAL
RFP XX (2015-XX)**

SCHEDULE "B" TO THE AGREEMENT
DATED XXXX, XX, 201x, BETWEEN
BOARD OF MANAGEMENT OF THE TORONTO ZOO
AND
CONTRACTOR

CONTRACTOR
PROPOSAL FOR THE OPERATION **SEGWAY TOUR TOURS**