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2015-03-03

**REQUEST FOR PROPOSAL
AUGMENTED REALITY EXPERIENCE
RFP 13 (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 an augmented reality experience.

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 2015-03-18, 1200 hours (noon, local time)

A site (proposal) meeting has not been scheduled however the Toronto Zoo **highly recommends** you contact Emily Edwards, Campaign Communications Coordinator, Development Division at (416) 392-9112 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 Emily Edwards, Campaign Communications Coordinator, Development Division at (416) 392-9112 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 2015-03-18, 1200 hours (noon, local time)** or your proposal will not be considered.
- 1.4 **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).
- 1.5 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 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

Emily Edwards
Campaign Communications Coordinator
(416) 392-9112
eedwards@torontozoo.ca

2.0 DEFINITIONS

2.1 Definitions:

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

- (a) **"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 Operating Officer"** means the COO 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 AUGMENTED REALITY EXPERIENCE

The Toronto Zoo is inviting firms which can provide a a non-exclusive turnkey interactive broadcast augmented reality experience, for either purchase or rental, to be supplied and installed by Friday 2015-06-12, or earlier, in the a new winterized, climate controlled tented structure (provided by the Toronto Zoo), located next to the Giant Panda Interpretive Centre. The exhibit shall consist of a broadcast augmented reality experience that will allow Zoo visitors the chance to have unique and up close encounters and to interact on screen with virtual animals for the remainder of 2015 and throughout 2016.

3.2 PROPOSAL DETAILS

To align with the Toronto Zoo's new strategic plan and direction, we would like to ensure that this exhibit focuses on our current species preservation efforts and would like to incorporate that messaging into the presentation. In addition, we would be interested in learning more about complementary technologies that firms could integrate into this exhibit to provide a further enhance visitor experience here at the Zoo. Additionally, we hope that this experience will include the ability to provide a screen capture of guests with various virtual animals that can be marketed to patrons.

The climate controlled structure will be approximately 2,400 sq feet (40ft wide by 60ft in length). Ceiling height is approximately 15 feet irregular (see attached drawings).

Your proposal will include a confirmation of the minimum requirements for space and climate control and any other special requirements, all costs for the applicable system including

purchase/rental fees, transportation fees, and installation and technical services for installation by Friday 2015-06-12. The intent is for the exhibit to be in place for the remainder of 2015 and throughout 2016. Proponents are encouraged to offer a variety of virtual animals which would appeal to a broad demographic of visitors. The Toronto Zoo has included a list of potential animals in item 4.2. The Toronto Zoo will review the list of animals that firms indicate they can provide and determine which would be suitable for this exhibit.

- 3.3 The Toronto Zoo may elect to select exhibit components from one or more suppliers to create its **own complete and unique Augmented Reality Experience for the term noted in 3.1**
- 3.4 If the Toronto Zoo elects to rent technology for this exhibit, it may extend the length of the exhibit by notifying the successful Proponent bidder in writing by no later than 90 days prior to 2016-12-31. Please provide the rate for an extended rental period, in the event the exhibit is extended by the Toronto Zoo.
- 3.5 The Proponent may provide a further option to expand this exhibit with an annual update of new virtual animal content for each of two additional one-year terms (2017, 2018). Given the nature of this technology, we ask that firms outline costs associated with providing an annual update of any technologies related to the Augmented Reality Experience as well as costs associated with obtaining new virtual animal content each year.

4.0 VIRTUAL ANIMAL DETAILS

4.1 The intent of the Broadcast Augmented Reality Experience is to provide an entertaining and educational exhibit that will allow our visitors to interact with virtual animals in exciting and engaging ways. It is the intent of the Zoo to exhibit the virtual animals inside the new winterized, climate controlled structure however the Toronto Zoo may also be interested in including additional interactive technologies that can be utilized outside of the structure throughout the spring, summer and fall. Links will be made to our living collection on-site.

4.2 The following is a list of potential virtual animals

- (a) Giant panda
- (b) Giraffe
- (c) Rhinoceros
- (d) Polar bear
- (e) Penguins
- (f) Eagle
- (g) Cheetah
- (h) Lion
- (i) Elephant
- (j) Snow leopard
- (k) Sumatran tiger or orangutan
- (l) Bactrian Camel
- (m) Axolotl
- (n) Komodo Dragon
- (o) A sampling of animals that are currently extinct (i.e. bird species, woolly mammoth, sabre tooth tiger, etc)

4.3 Timing, Location, Attendance, Sponsors and Advertising

- (a) During the display period, the Zoo will likely follow its usual operating hours: 9:00am – 7:00pm from Saturday 2015-05-16 to Monday 2015-09-07 and 9:30am-4:30pm (Monday to Friday) and 9:30am-6:30pm (Weekends) from Tuesday 2015-09-08 until Monday 2015-10-12. Final hours for this exhibit to be determined.
- (b) The exhibit will be held primarily in the climate controlled structure area for access by patrons to the exhibit.
- (c) Yearly Zoo attendance averages 1,300,000 visitors.
- (d) The advertising plan includes social media, print (tourism and newspaper), radio, TV, online, Toronto Zoo website, tourism rack cards, membership publications, on-site signage. Advertising plan TBD.

4.4 Exhibit Details and Successful Proponent's Responsibilities

- (a) As the climate controlled structure will be the primary area for the exhibit, it is very important to review the area and maximize space to display the exhibit and to identify all special requirements including specific space required for this experience, power or lighting requirements. Your proposal should include ideas for enhancing this area and may include areas within the same area that have not been identified herein.
- (b) The Successful Proponent shall provide all of the equipment for the installation and (potential) removal for the exhibit.
- (c) The Successful Proponent shall co-ordinate the set up and properly display all equipment necessary to house this Augmented Reality Experience including educational material and interpretive signage and other themed material that may contribute to the atmosphere of the exhibit/display.
- (d) All materials used, shall be fire-retardant.
- (e) It is intended that the Successful Proponent shall commence installation of the work on Monday 2015-05-15 and be completed by 12:00 hours (12pm) on Friday, 2015-06-12.
- (f) Power up to 400 amps 3-phase, is available for the climate controlled structure. Identify any special power requirements to properly exhibit the animatronics dinosaurs.
- (g) The Successful Proponent will be responsible for the major problems having to do with the repair and/or maintenance of the Exhibit items. Toronto Zoo staff will be available during the exhibit to handle minor repairs and daily maintenance to the exhibit.
- (h) The Successful Proponent shall co-ordinate the work of all sub-contractors.
- (i) The Successful Proponent shall provide an experienced field engineer and technicians to complete proper installation of equipment required to produce this Augmented Reality Experience. The technical team shall liaise with Toronto Zoo staff to coordinate all of the installation/dismantling activities, power installations and technical training to Toronto Zoo staff for day to day maintenance.
- (j) The Successful Proponent shall provide recommendations regarding how to optimize utilization of space and layout of the climate controlled structure for purposes of the Augmented Reality Experience (see attached drawings).

5.0 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 Emily Edwards, Campaign Communications Coordinator, Development Division at (416) 392-9112.

6.0 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) Organization's active conservation and environmental policy
- (e) General description of the augmented reality experience including:
 - (i) Detailed description of the operation of the adventure including staffing requirements, 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 life of the partnership so detailed description of all options of the attraction including potential phases, growth or additions is requested.

2. Purchase or Rental Scenario

- f. The Zoo may choose to purchase or rent the adventure.
- g. Please provide detailed anticipated flow-through on a yearly basis based on attendance, capture rate or other proven and realistic criteria.
- h. Please provide detailed purchasing options including future buy out pricing.
- i.

All currency numbers must be in CANADIAN DOLLARS.

3. Staff Training

It is anticipated that the vendor/supplier will supply the initial excellent training and support to Zoo staff responsible for operating the augmented reality experience.

4. Warranty and on-going Maintenance and Licensing

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

7.0 TIME PERIOD FOR IMPLEMENTATION

Provide work schedule detailing the timing of tasks and significant activities or milestones for installation of the augmented reality experience as outlined based on a Friday, **2015-06-12** start date.

8.0 PROPOSAL EVALUATION CRITERIA

The Zoo will respond to all submissions. 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) Major clients and business partners including references provided by the vendor.
- (c) 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 creation of similar animal themed Augmented Reality Experiences currently in operation.
- (b) References of similar partner agreements.
- (c) Safety 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.

Augmented Reality Experience

- (a) Overall augmented reality experience including theme, tie-in to the Zoo and its conservation mandate and the potential experience as seen by the Zoo's visitors.
- (b) Potential flow-through and details on its ability to attract Zoo visitors.
- (c) Ease and timing of installation.
- (d) Potential for future growth

Cost

- (a) Cost to provide the related equipment, themes, and installation of the Augmented Reality Experience under either of a purchase or rental scenario.

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

8.1 **Selection Criteria**

The Evaluation Committee will utilize the evaluation and selection process to establish a Total Score for each Proposal as noted in 8.2 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.

8.2 **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
Augmented reality experience	35
Cost	30
TOTAL	100

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.

8.3 **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.

8.4 **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.

8.5 **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.

8.6 **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 Augmented Reality Experience 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.

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 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)

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 **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.

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 to facilitate timely contract completion) that is satisfactory to the solicitor for the Toronto Zoo, in order to reflect the results of 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 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:

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 Toronto Zoo and the Proponent shall have no rights of sale or production other than the use for personal promotion of the author.

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, 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 Proponent 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 Proponent shall maintain proper records of all sales to the Toronto Zoo. These records shall be available for examination and/or audit by the Toronto Zoo 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

10.1 PROPOSAL 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 13 (2015-03) – AUGMENTED REALITY EXPERIENCE
Closing: Wednesday 2015-03-18, 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:	

SAMPLE AGREEMENT

THIS AGREEMENT made in triplicate is dated effective 2015-XX-XX

BETWEEN:

BOARD OF MANAGEMENT OF THE TORONTO ZOO

hereinafter called (the "Board")
OF THE FIRST PART

AND

XXXX COMPANY

hereinafter called ("the Contractor")
OF THE SECOND PART

WHEREAS:

(A) The Board operates an accredited zoological facility in Toronto, Ontario on approximately 710 acres of which approximately 400 acres are developed with buildings, structures, outdoor areas, paddocks, cages and other improvements (the "Facility");

(B) The Board desires to offer an event consisting of an augmented reality exhibit for the remainder of 2015 and throughout 2016, with an option to extend the exhibit for two (2) additional one (1) year terms, at the Toronto Zoo's discretion;

(C) On 2015-03-05 the Board requested proposals for the staging of the Exhibit;

(D) The Contractor is a company that specializes in the staging of augmented reality exhibit involving a broadcast augmented reality experience that will allow Zoo visitors the chance to have unique and up close encounters and to interact on screen with virtual animals for the remainder of 2015 and throughout 2016;

(E) On 2015-03-18 the Contractor submitted a proposal to the Board for the staging of the Exhibit, and was selected by the Board to stage the Exhibit; and

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

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

**PART 1
INTERPRETATION**

Definitions

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

SAMPLE AGREEMENT

- (a) “**Accepted Work**” has the meaning ascribed in §3.9(b);
- (b) “**Agreement**” means this agreement as it may be amended from time to time by written agreement between the parties,
- (c) “**Business Day**” means any day which is not a Saturday, a Sunday or a statutory holiday in the Province of Ontario,
- (d) “**Contract Price (or rental fee)**” has the meaning ascribed in §4.1;
- (e) “**Display Items**” means the equipment maintenance and props, and other ancillary items such as marketing and educational materials, interpretive graphics and other themed materials required for the exhibit described in the Proposal;
- (f) “**Unaccepted Work**” has the meaning ascribed in §3.9(b);
- (g) “**Event Period**” has the meaning ascribed in §2.2 and may be altered with the written agreement of both parties;
- (h) “**Exhibit**” means the Augmented Reality Exhibit, Display Items and related set, sound and lighting described in the Proposal and §3.1 to be installed in the Exhibit Structure;
- (i) “**Facility**” means the Toronto Zoo operated by the Board at 361A Old Finch Avenue, Scarborough, Ontario;
- (j) “**Structure**” means the area in which the Exhibit is to be held,
- (k) “**Installation**” has the meaning ascribed in §3.3;
- (l) “**Installation Period**” has the meaning ascribed in §3.4;
- (m) “**Proposal**” means the proposal dated 2015-03-XX, submitted by the Contractor to the Board in response to the RFP, attached as Schedule “B”;
- (n) “**RFP**” means the Request for Proposal – RFP #13 Rev. (2015-03) Augmented Reality Exhibit prepared and issued by the Board and comprising 17 pages;
- (o) “**Removal Period (only if rented)**” has the meaning ascribed in §3.5;
- (p) “**Board Representative**” means the individual appointed by the Board pursuant to §3.2 to fulfil the role of Board Representative as contemplated in this Agreement;

Interpretation

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

SAMPLE AGREEMENT

- (a) a reference to a Part is to a Part of this Agreement, and the symbol § followed by a number or some combination of numbers and letters refers to the section, paragraph, subparagraph, clause or subclause of this Agreement so designated;
- (b) headings are solely for convenience of reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it;
- (c) the word “including”, when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope;
- (d) a reference to an entity includes any successor to that entity; and
- (e) a word importing the masculine gender will include the feminine or neuter, words in the singular include the plural, words importing a corporate entity include individuals and vice versa.

**PART 2
INTRODUCTION****Engagement**

2.1 The Board hereby engages the Contractor to stage the Exhibit, in accordance with the terms and conditions of the RFP and of the Proposal, and the Contractor hereby accepts the engagement and agrees to stage the Exhibit in accordance with the terms and conditions set out in this Agreement, the RFP and the Proposal.

Duration

2.2 The Exhibit will operate during the period of XXXX-XX-X to XXXX-XX-XX in the Exhibit Structure with the option to extend the exhibit for two (2) additional year terms, at the Board’s discretion, to stage an Augmented Reality Exhibit in 2015. The exhibit will open to the public on XXXX-XX-XX. The Contractor agrees to have representatives available for these events and media. The Board shall have the option to renew the contract for a further two (2) one year term(s) at its sole discretion.

**PART 3
THE EXHIBIT****Exhibit**

3.1 The Contractor will provide:

- (a) the equipment for the installation and (potential) Removal (only if rented) of the exhibit;

SAMPLE AGREEMENT

- (b) the repair and/or maintenance of the Exhibit items;
- (c) co-ordination of set up and properly display all equipment necessary to house the Exhibit including educational material and interpretive signage and other themed material that may contribute to the atmosphere of the exhibit/display;
- (d) power up to 400 amps 3-phase, is available for the climate controlled structure and identify any special power requirements to properly exhibit the animatronics dinosaurs;
- (e) an experienced field engineer and technicians to complete proper installation of equipment required to produce the Exhibit;
- (f) recommendations regarding how to optimize utilization of space and layout of the climate controlled structure for purposes of the Exhibit.

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

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

Board Representative

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

Installation and Removal (only if rented)

3.3 The Contractor will be responsible for installation of the Exhibit in the Exhibit Structure prior to the Event Period (“**Installation**”).

3.4 The Contractor will commence Installation no earlier than 9:00 a.m. on XXXX-XX-XX and complete Installation no later than 5:00 p.m. on XXXX-XX-XX (“**Installation Period**”).

SAMPLE AGREEMENT

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

Completion of Work

3.6 The Contractor will:

- (a) supply all labour, materials and equipment required for Installation, Removal (only if rented) and operation of the Exhibit, subject to arrangements contemplated in §3.7;
- (b) engage and co-ordinate all trades and sub-contractors involved in the Installation and Removal (only if rented) and at all times during Installation and Removal (only if rented) (only if rented) have a competent site superintendent or foreman in charge;
- (c) perform all work comprising Installation and Removal (only if rented) in compliance with all applicable laws and regulations, building and fire codes and municipal bylaws, obtain and pay the cost of any required permits and inspections,
- (d) ensure all wiring and equipment used either in or for the exhibit is certified for use (i.e. ULC) in Ontario.”
- (e) provide technicians to supervise set-up of the Exhibit and confirm proper operation prior to commencement of the Event Period;
- (f) co-ordinate with the Board Representative to ensure minimum disruption of normal operation of the Facility during Installation and Removal (only if rented) and not obstruct any street, thoroughfare or foot-walk longer or to any greater extent than is reasonably necessary, and not carry out any Installation or Removal (only if rented) activities outside of the normal operating hours of the Zoo without the prior authorization of the Board Representative;
- (g) use such access and parking spaces as directed by the Board Representative and receive deliveries at the Facility from Monday to Friday only between the hours of 9:30 a.m. and 5:30 p.m. unless with the prior authorization of the Board Representative;
- (h) maintain the areas of the Facility in which it works clean and hazard-free throughout Installation and Removal (only if rented) and ensure that all debris is transported to proper, licensed recycling and disposal facilities within the Province of Ontario;
- (i) ensure that all vehicles operating under its authority adhere to the Board site access restrictions and posted speed limits and, if directed by the Board Representative, be escorted while in the Facility, use 4-way hazard lights and be moved only for purposes related to the Installation and Removal (only if rented);
- (j) provide safe, ample and convenient means of approach and entrance to adjoining lanes, driveways, buildings and property, both for vehicles and pedestrians for passage along roadways and foot-walks, and for crossing same where it is practicable to do so, both during Installation and Removal (only if rented) and during the Event Period, and for this purpose

SAMPLE AGREEMENT

construct and maintain suitable platforms, approaches, structures, bridges, crossings and other works;

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

(l) comply with the requirements for "Health & Safety" as set out in Board Policies.

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

(n) the Contractor agrees that the Exhibit shall be "turnkey".

(o) the Contractor shall be responsible for the acquisition of all necessary permits in respect to the Exhibit.

(p) subject to the Municipal Freedom of Information and Protection of Privacy Act, the parties agree to keep confidential the terms of this Agreement.

3.7 Notwithstanding §3.6, the Board will co-operate with the Contractor in the Installation and Removal (only if rented) by:

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

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

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

SAMPLE AGREEMENT

Problems, Alterations and Changes

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

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

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

(b) the Board will respond in writing within fifteen (15) Business Days of such notification, setting out the work, if any, accepted by the Board (the “**Accepted Work**”) and the work, if any, not accepted by the Board (the “**Unaccepted Work**”);

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

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

(e) the costs of the Accepted Work will be paid in accordance with the timelines specified in this Agreement.

Operation of Exhibit

3.10 The Contractor will ensure that any wiring and equipment used either in or for the exhibit is certified for use (i.e. ULC) in Ontario.

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

SAMPLE AGREEMENT

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

**PART 4
CONTRACT PRICE (OR RENTAL FEE) AND PAYMENT****Contract Price (or rental fee)**

4.1 The Board will pay to the Contractor the amount of \$XXX CDN, plus applicable taxes as the Contract Price (or rental fee) for entering into this Agreement and the staging of the Exhibit (the “**Contract Price (or rental fee)**”).

Payment of Contract Price (or rental fee)

4.2 The Board will pay the Contract Price (or rental fee) to the Contractor in accordance with the Schedules included with this agreement as Appendix "X".

**PART 5
REPRESENTATIONS AND WARRANTIES****Representations and Warranties of the Contractor**

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

- (a) the Contractor is a corporation existing under the laws of XXXX;
- (b) the Contractor has all necessary corporate power and authority to enter into this Agreement and perform its obligations hereunder; and
- (c) this Agreement has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms.

SAMPLE AGREEMENT**Representations of the Board**

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

- (a) the Board is a city board existing under the laws of the Province of Ontario;
- (b) the Board has all necessary corporate power and authority to enter into this agreement and perform its obligations hereunder; and
- (c) this Agreement has been duly executed and delivered by the Board and constitutes a legal, valid and binding obligation of the Board, enforceable against the Board in accordance with its terms.

**PART 6
INDEMNITY AND INSURANCE****Indemnity**

6.1 The provisions of section 9.8 of the RFP shall be incorporated into this agreement and shall be binding on the parties.

Insurance

6.2 The Contractor will effect, maintain and keep in force, at its sole cost and expense, the insurance described below:

- (a) All risks property insurance on property of every description and kind owned by the Contractor or for which the Contractor is responsible while at the Facility in an amount no less than full replacement value. The policy will be endorsed to provide a waiver of subrogation against the Board for any loss or damage to insured property, however caused;
- (b) Commercial general liability insurance, including owners' and contractors' protective, products, completed operations, personal injury, contractual liability, occurrence basis property damage and provisions for cross liability and severability of interests with a limit of not less than five million dollars (\$5,000,000) per occurrence. The policy will be endorsed to name the Board, the Toronto and Region Conservation Authority and the City of Toronto as an additional insured with respect to the operations of the Contractor under this Agreement; and
- (c) Standard automobile liability insurance for all owned vehicles with limits of not less than two million dollars (\$2,000,000) per occurrence.

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

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Workers Compensation

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

**PART 7
ARBITRATION**

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

Initiating and Arbitration Procedure

7.2 Subject to section 7.1, arbitration proceedings may be commenced by any party or parties (hereinafter called the "**Initiating Party**") giving notice to any other party or parties hereto (hereinafter called the "**Responding Party**") specifying the matter to be arbitrated and requiring an arbitration thereof.

7.3 All arbitrations will be conducted by a single arbitrator acting pursuant to the rules and procedures of the *International Commercial Arbitration Act* (Ontario). If an arbitration proceeding is initiated as provided in §7.2, the Initiating Party and the Responding Party will endeavour to agree upon a single arbitrator but if they fail to agree promptly upon a single arbitrator, an arbitrator will be appointed at the request of either such party pursuant to the *International Commercial Arbitration Act* (Ontario).

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

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

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

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

SAMPLE AGREEMENT**PART 8
DEFAULT AND TERMINATION****Termination Where Default**

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

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

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

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

Result of Default

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

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

SAMPLE AGREEMENT

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

Force Majeure

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

Law

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

Entire Agreement

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

Assignment

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

Notice

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

(a) if to the Contractor at:

Attention:

Phone:

Facsimile:

SAMPLE AGREEMENT

(b) if to the Board at:

Board of Management of the Toronto Zoo
361A Old Finch Avenue
Scarborough, Ontario M1B 6K7
Attention: Chief Operating Officer
Facsimile: (416) 392-5934

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

Conflict

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

- (1) This Agreement
- (2) The RFP,
- (3) The Proposal

Amendments

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

Successors and Assigns

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

Severability

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

Survival

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

Counterparts

SAMPLE AGREEMENT

9.12 This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument, and delivery of the counterparts may be effected by means of a telecopied transmission. The reproduction of signatures by telecopied transmission shall be treated as binding as if originals.

SAMPLE AGREEMENT

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto effective as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

) **BOARD OF MANAGEMENT OF THE**
) **TORONTO ZOO**
)
)
) _____
)
)
) _____
) I/We have the authority to bind the Corporation
)
) **XXXX COMPANY**
)
) _____
)
) _____
) I/We have the authority to bind the Corporation
)