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**Chair**  
Councillor Paul Ainslie

**Chief Executive Officer**  
John Tracogna

**Chief Operating Officer**  
Robin D. Hale

2017-01-24

**REQUEST FOR PROPOSAL  
RFP 124 (2017-01)  
OPERATION OF VIEWING AND NICKEL PRESS MACHINES**

The Toronto Zoo wishes to engage the services of a capable and qualified vendor (or team) to operate various types of vending machines, including viewing machine, nickel press machine or any other coin operated machine on a non-exclusive basis, to guests for an additional fee through a revenue sharing partnership with one or more outside vendors.

The Proposal package includes Instructions, Contract Requirements, General Requirements, Requirements, and Forms. Quoted prices shall remain in effect for a period of ninety (90) days from the Proposal due date.

**Due Date:** Provide **four (4)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL and **three (3)** copies of the original proposal clearly marked as COPY and **one (1)** electronic copy (Microsoft Word or 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). at the office of Purchasing & Supply, Toronto Zoo, Administrative Support Building, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

**Date: Tuesday, 2017-02-07**

**Time: 1200 hours (noon) local time**

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

For any questions concerning the contract terms and conditions of this RFP, please contact, Peter Vasilopoulos Supervisor, Purchasing & Supply, at 416-392-5916, or by email at [pvasilopoulos@torontozoo.ca](mailto:pvasilopoulos@torontozoo.ca). If you have any technical queries regarding this RFP please contact Adam Huston, Guest Operations Manager at (416) 392-9108 or Lauren Ogle, Guest Operations Supervisor at (416) 392-9116.

Yours truly,

Paul K Whittam  
Manager, Financial Services

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## INSTRUCTIONS

1. Review and complete the RFP requirements and enclosed FORMS and return by due date and time, **Tuesday, 2011-02-07, 1200 hours (noon) local time**
2. Proposals must not be submitted by facsimile or email.
3. 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.
4. Provide **four (4)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL and **three (3)** copies of the original proposal clearly marked as COPY and **one (1)** electronic copy (Microsoft Word or 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). The package containing the Proposal must be labelled with the submission label provided within.
5. Proponents are to submit their Proposal in accordance with the Instructions and as provided within the RFP.
6. It is the responsibility of all proponents to thoroughly examine these documents and to satisfy themselves as to the full requirements of this RFP.
7. All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) where possible and 11 point font.
8. All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal deadline.
9. Pricing should be quoted in Canadian currency.
10. If applicable, suggested alternative products or services are acceptable, however all such products must be quoted separately and should not replace the Toronto Zoo's requested product or service.
11. For any questions concerning the contract terms and conditions of this RFP, please contact, Peter Vasilopoulos, Supervisor, Purchasing and Supply, at 416-392-5916, or by email at [pvasilopoulos@torontozoo.ca](mailto:pvasilopoulos@torontozoo.ca).

For any technical questions concerning the requirements of this RFP, please contact, contact Adam Huston, Guest Operations Manager at (416) 392-9108 or Lauren Ogle, Guest Operations Supervisor at (416) 392-9116.

## 1.0 DEFINITIONS

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

- 1.1.1 “**Board**” means the Board of Management of the Toronto Zoo;
- 1.1.2 “**Contractor**” means the person, partnership or corporation contracting with the Board to provide the required Services;
- 1.1.3 “**Contract**” means acceptance by the Toronto Zoo (by way of written acknowledgement, Agreement, Contract or Purchase Order) to furnish Services for money or other considerations;
- 1.1.4 “**Contract Price**” means the price payable under the contract to the Consultant, being the Proposal Price eventually accepted by the Board of Directors of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
- 1.1.5 “**Gross Revenues**” means all revenues, net of taxes, received from the operation of the rid
- 1.1.6 “**Net Operational Revenues**” means Gross Revenues net of taxes less any operating costs
- 1.1.7 “**Proponent**” means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
- 1.1.8 “**Proposal Price**”, “**Contract**” and “**Contract Documents**” have the meanings set out therefore in clauses contained in these documents;
- 1.1.9 “**Request for Proposal (RFP)**” means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- 1.1.10 “**Submission**” and /or “**Proposal**” means the Proponent’s written reply or submission in response to this RFP;
- 1.1.11 “**Services**” or “**Work**” means everything that is necessary to be performed, furnished delivered by the Consultant to meet the Consultant’s obligation under this Contract;

## 2.0 BACKGROUND AND PROJECT SCOPE

At different times throughout its 43 year history, Toronto Zoo has offered vending options to guests for an additional fee. Current examples are viewing machines and nickel press machines. The Zoo is looking to continue to provide these and similar forms of vending through a partnership with one or more outside vendors.

Background:

The Zoo has offered viewing machines since it opened in 1974 through a partnership with an outside vendor. Viewers have traditionally been situated at locations that require a closer look at animals in larger exhibits. The following are the current locations on Zoo site: Americas Waterfall, Wood Bison, Elk, Canadian Domain pond, Polar Bears, African Rhinos, and Grevy Zebra's.

Nickel Press (or nickel crunching) machines have also been offered at the Toronto Zoo for the past sixteen years. The machines and tokens to be pressed have been provided by the vendor. Machines are currently located at various locations throughout Zoo site including: Zootique Giftshop, Greenhouse Giftshop, Panda Giftshop, Polar Bear Exhibit and the Front Courtyard. Locations for Nickle press machines have been reliant upon existing power locations.

Please note that submissions to the Nickle press machines will only be considered if the vendor is to supply any tokens needed. If nickels are used they must be American denomination as Canadian laws do not allow for the defacing of Canadian currency.

In addition, the Toronto Zoo is not looking for or anticipates reviewing any vending submissions involving food or beverages. The Zoo has a management contract for an outside supplier to operate its' food services and it is through this partnership that food and beverage vending machines are supplied.

Numbers for the past 5 seasons are as follows:

### Historical Data – Vending Numbers 2012-2016

|                         | 2012          | 2013          | 2014          | 2015          | 2016          |
|-------------------------|---------------|---------------|---------------|---------------|---------------|
| <b>Viewing Machines</b> | <b>3,266</b>  | <b>1,610</b>  | <b>550</b>    | <b>1,629</b>  | <b>3,068</b>  |
| <b>Penny Press</b>      | <b>13,028</b> | <b>26,459</b> | <b>19,491</b> | <b>18,549</b> | <b>16,354</b> |

Please note the following:

- The Zoo will enter into an agreement with a vendor based solely on a revenue share. The Zoo has no plans to purchase the vending equipment or any of its components.
- The vendor should make recommendations on a location(s) for the machine(s) as part of the proposal.

- All MSDS, WHMIS or Health and Safety requirements under the jurisdiction of laws of Ontario to be the responsibility of the supplier. The vendor must provide the Zoo with documentation that all materials used comply with these standards.
- Ensure the needs of people with disabilities are considered when providing self-service kiosks, <https://accessontario.com/aoda/>.  
A kiosk means an interactive electronic terminal, including a point-of-sale device, allowing the user to access one or more services.
- The vending machine and its content must be suitable for families with young children and should relay the Zoo's mission to be a living centre for education and science, committed to providing compelling guest experiences and inspiring passion to protect wildlife and habitats.
- The vendor must provide all components of the vending including equipment, materials and maintenance and must advise of power and/or shelter requirements.
- The Zoo will collect revenues from machines and will provide timely payment to the vendor to their share of the revenue.
- The vendor must provide the vending machine during 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.
- Pricing and revenue shares are set by the Zoo and the vendor respectively and can / may include options to incorporate combination pricing with other rides or attractions at the Zoo.
- All machines must be able to accept payment in Canadian dollars including \$1 or \$2 coins. Advise if units can accept debit or credit card.

## **2.1 Revenue and Revenue Sharing**

The Zoo is not in a position to purchase or lease the machines, but will consider a revenue sharing agreement. Please detail the revenues anticipated on an annual basis. Based on the revenues collected and the pricing please provide the revenue sharing component between the Zoo and the vendor. All numbers must be in CANADIAN DOLLARS.

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 deposit dates and amounts are provided with payment. Payment is to be made on a monthly basis following verification by our accounting unit. Please specify if you require or request that you are to be present at the time of collection or if the Zoo staff will assume full responsibility for the collecting of monies from the machines.

## **2.2 Attendance**

Attendance for 2017 and beyond is expected to follow that experienced in the past. Attendance is approximately 1,300,000 visitors per year with the majority of visitors between May and October. Historical ride numbers for the Viewing machines and Penny Press are provided for the past 5 summers in section 2.0.

## **2.3 Pricing Strategy**

- Please detail the pricing strategy of your machine. It must accept Canadian currency as required including \$1 or \$2 coins and / or bills. Advise if units can accept debit or credit card.

**2.4 Guaranteed Revenues**

Indicate if your company may guarantee a minimum monthly or annual dollar amount of revenue to the Zoo.

**2.5 Timetable and Terms of Operation**

It is anticipated that the agreement with the supplier will take effect as of 2017-03-01. The agreement would be for three (3) years with possible options for renewals at the discretion of the Zoo for two (2) additional years on a yearly basis. It should be noted that our current vendors have been in operation at the Zoo for longer than three (3) years and it is the goal of the Zoo to maintain a strong and lasting partnership with the vendor.

**4.0 PROPOSAL APPROVAL & AWARD**

- 4.1 The successful Proponent shall be retained through the issuance of a Purchase Order or Legal Agreement, which shall include the terms and conditions of this Request for Proposal.
- 4.2 If an agreement is required, the successful proponent will be requested to enter into a Contract substantially in accordance with the sample form of agreement provided as Appendix A.

**5.0 SCHEDULE OF EVENTS**

The following schedule is planned for the RFP process:

|                                      |                     |
|--------------------------------------|---------------------|
| Release of RFP                       | Tuesday 2017-01-24  |
| Proponents' Question Deadline        | Friday 2017-01-27   |
| Submission Due                       | Tuesday 2017-02-07  |
| Interviews, if necessary             | Week of February 20 |
| Select Preferred Proponent           | Week of 2017-02-27  |
| Award of Contract By the Toronto Zoo | Week of 2017-02-27  |
| Commencement of Contract             | 2017-03-06          |

The RFP process will be governed according to above schedule. Although every attempt will be made to meet all dates listed, the Toronto Zoo reserves the right to modify any or all dates at its sole discretion. Appropriate notice of change will be provided, in writing, as soon as is feasible so that each Proponent will be given the same non-preferential treatment.

**6.0 PROPOSAL SUBMISSION FORMAT**

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

**5.1 Proponent Profile**

- a) A profile and summary of corporate history
- b) Major clients and business partners
- c) Organization's active conservation and environmental policy.

**5.2 General Description:**

- a) General description of the vending machine and experience.
- b) Detailed description of the operation including any requirements for refilling, repair or maintenance of the machines. Include any requirements during the winter season.

- c) Additional specific requirements should be outlined to include any requests from the Zoo including shelter or power requirements. Any costs including new dies, equipment repairs, artwork preparation are to be the responsibility of the vendor.
- d) The Zoo must have and maintain sign-off approval on all visual images on the vending machine.
- e) Any sponsorship or advertising opportunities (which also must be approved by the Toronto Zoo) for the machines must be detailed.

**7.0 PROPOSAL EVALUATION CRITERIA**

6.1 The Proposals will be evaluated on the basis of the following:

| <b>Criteria</b>   | <b>Points to be awarded</b> |
|---|-----------------------------|
| Proponent profile   | 25                          |
| Detailed description of coin operated machines  | 35                          |
| Proposal revenue sharing  | 35                          |
| Experience and references   | 5                           |
| Total score excluding interview   | 100                         |
| <b>Interview (if required)</b><br>Proponent who has received a high ranking may be invited to an interview with the Selection 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. |                             |
| Proponent’s presentation and ability to answer questions during Interview   | 50                          |
| Total score including interview   | 150                         |

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.

**8.0 PROPOSAL TERMS AND PROVISIONS**

The successful Proponent shall be retained through a contractual agreement and/or a purchase order, which includes the terms and conditions of this Request for Proposal.

**8.1 Consultant’s Liability and Indemnity**

The Consultant will from time to time at all times hereafter well and truly save, defend and keep harmless and fully indemnify the Board, the City of Toronto, and the Toronto and Region Conservation Authority and each of their officers, employees and agents (hereinafter called the “Toronto Indemnities”) of, from and against all manner of action, suits, claims, executions and demands which may be brought against or made upon the Toronto Indemnities or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Toronto Indemnities, their officers, employees and agents or any of them by reason of or on account of or in consequence of the execution of this agreement or provision of the business or any other work or matter to be carried out or performed by the Proponent with respect to the Request for Proposal or any agreement that may result from the request for proposal process,



and/or the non-execution or imperfect or improper execution thereof and will pay to the Toronto Indemnities on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Toronto Indemnities or any of them in consequence of any such action, suit, claim, lien, execution or demand and any monies paid or payable by the Toronto Indemnities or any of them in settlement or discharge on account thereof.

The Consultant shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by his or her employees, or resulting from the prosecution of the Work, or any of their operations, or caused by reason of the existence of location or condition of the works, or of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees to do or perform any or all of the several acts or things required to be done by him or them under and by these General Conditions, and covenants and agrees to hold the Board, the Toronto and Region Conservation Authority and the City of Toronto, their officers, agents, employees, Consultants and invitees harmless and indemnified for all such damages and claims for damage; and in case of the Consultant's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Work, the CEO may, either with or without notice (except where in these Contract Requirements, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant trucks and men, and do such work or things as he/she may deem advisable toward carrying out and enforcing the same and any such action by the CEO as he is herein empowered to take, shall not in any way relieve the Consultant or his/her surety from any liability under the Contract.

## 8.2 Insurance

8.2.1 The Vendor shall effect, maintain and keep in force, at its sole cost and expense and satisfactory to the CEO as to form and substance the insurance described below:

8.2.2 The Consultant shall be required to arrange, pay for and maintain in force at all times at the Consultant's expense such comprehensive policies of insurance as applicable to persons undertaking the Work, including liability and professional liability (errors and omissions) coverage which are to be written in amounts, with deductible limits and terms that shall be subject to the approval of the Toronto Zoo at all times.

The Consultant shall provide certified copies of such insurance or a certificate(s) of insurance as determined by, and upon request of, the Toronto Zoo. Without limiting the generality of the foregoing, the comprehensive general liability policy coverage required under the Contract will be five Million (\$5,000,000) Dollars minimum and the policy shall name the Toronto Zoo and the City of Toronto as insured as if a separate policy had been issued to each and shall include a cross/liability-severability of interest clause.

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

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

8.2.4 The Consultant shall deliver to the Board evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the Chief Operating Officer acting reasonably.

8.2.5 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.

8.2.6 The provisions of this section shall no way limit the requirements and obligations imposed on the Consultant elsewhere in the Contract, nor relieve the Consultant from compliance therewith and fulfillment thereof.

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

### 8.3 **Incurred costs**

The Proponent shall bear all costs and expenses with respect to the preparation and submission of its Proposal and the Proponent's participation in the proposal process (the "Proposal Costs"), including but not limited to: all information gathering processes, interviews, preparing responses to questions or requests for clarification from the Board and contract discussions and negotiations.

The Toronto Zoo shall not be responsible for or liable to pay any Proposal Costs of any Proponent regardless of the conduct or outcome of the Proposal Request, Purchase Order process, or Contract process.

8.4 The RFP does not constitute an offer or tender by the Toronto Zoo. Receipt of Proposals by the Toronto Zoo pursuant to this RFP or selection or notification confers no rights under any Proposal nor obligates the Toronto Zoo in any manner whatsoever.

8.5 While the Toronto Zoo has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Toronto Zoo, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

8.6 Nothing herein shall be construed as giving the Proponent the right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to the Toronto Zoo; and in the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this agreement, the Proponent shall be paid only for the portion of the work which shall have been satisfactorily completed at the time of termination.

### 8.7 **Ownership and Confidentiality of Board-Provided Data**

All correspondence, documentation and information provided by the Toronto Zoo staff to any bidder or prospective Bidder in connection with, or arising out of this RFP, the services or acceptance of the RFP:

- 8.7.1 is and shall remain the property of the Board
- 8.7.2 must be treated by Proponents and Prospective Proponents as confidential;
- 8.7.3 must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

## 8.8 Ownership and Disclosure of Proposal Documentation

The documentation composing any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the Toronto Zoo by any Bidder in connection with, or arising of this RFP, once received by the Toronto Zoo:

- 8.8.1 Shall become property of the Toronto Zoo and may be appended to purchase order issued to the successful Bidder;
- 8.8.2 Shall be come subject to the Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”) and may be released pursuant to that Act

Because of MFIPPA, prospective Bidders are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Bidder’s name shall be made public. Proposals will be made available to member of the Board on a confidential basis and may be released to members of the public pursuant to MFIPPA.

## 8.9 Conflict of Interest Statement

In its Proposal, the Proponent must disclose to the Toronto Zoo any potential conflict of interest that might comprise the performance of the Work. If such a conflict of interest does exist, the Toronto Zoo may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any Toronto Zoo employee, member of board, agency or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the Toronto Zoo may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the Toronto Zoo’s sole satisfaction.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise. The Consultant(s) for this project may participate in subsequent/other Toronto Zoo projects provided the Consultant(s) has (have) satisfied pre-qualification requirement of the Toronto Zoo, if any and in the opinion of the Toronto Zoo, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the Consultant(s).

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to potential conflict of interest, then the Proponent will so inform the Toronto Zoo. If the Toronto Zoo requests, then the Proponent will refuse the new assignment or will take steps as are necessary to remove the conflict of interest concerned.

## 8.10 No Collusion

A proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals, Each proponent shall attest by

virtue of signing the Proposal Submission Form that its participation in the RFP process is conducted without any collusion or fraud. If the Toronto Zoo discovers there has been a breach of this requirement at any time, the Toronto Zoo reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

#### **8.11 Acceptance of Terms**

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

#### **8.12 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.

#### **8.13 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.

#### **8.14 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.

#### **8.15 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

#### **8.16 Education Institute Status**

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

### 8.17 **Charity Status**

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

## 9.0 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.

| <b>COMPANY INFORMATION</b>               |           |
|--|-----------|
| Company Name:                            |           |
| Address:                                 |           |
| Telephone #:                             | Fax #:    |
| Email:                                   | Web Site: |
| GST #:                                   |           |
| Signature of Authorized Signing Officer: | Title:    |
| Contact Name:                            | Date:     |

**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.

| <b>A Proposal/Quotation/Tender is not submitted for the following reason(s):</b> |   |                          |   |
|--|---|--------------------------|---|
| <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.      | <input type="checkbox"/> |   |

Other reasons or additional comments (please explain):

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

**SUBMISSION LABEL**

**This address label should be 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.**

---

**Vendor Name** \_\_\_\_\_

**RFP 124 (2017-01) OPERATION OF VIEWING AND PRESSING MACHINES**

**Closing: Tuesday, 2017-02-07, 12:00 hours (noon) local time**

**TO BE RETURNED TO  
Toronto Zoo  
Supervisor, Purchasing & Supply  
ADMINISTRATIVE SUPPORT CENTRE  
361A OLD FINCH AVE.  
TORONTO, ONTARIO  
M1B 5K7**

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**APPENDIX I**

**THIS AGREEMENT** made in triplicate this 1st day of XXXX, 2017

**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 January xx, 2017, for the provision of the Operation of Viewing and Penny Press machines at the Zoo attached as Schedule "A" to this Agreement and forming part thereof (the "RFP");

AND WHEREAS Contractor submitted a proposal, dated January xx, 2017 for the provision of the Operation of Viewing and Penny Press machines 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, 2017, the Board authorized entering into an agreement with Contractor to provide the Viewing and Penny Press machines 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 Viewing and Penny Press Machines (the "Machine") 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 Machine;

- (b) supply all equipment as agreed upon with the Chief Executive Officer of the Zoo (the “CEO”) required to ensure the proper operation of the Machine;
- (c) supply all required training for Zoo staff and operational support on a timely basis to ensure the proper running of the Machine;
- (d) install and test the Machine prior to full operation;
- (e) obtain all licences and permits required for the operation of the Machine;
- (f) pay all business and other taxes levied or charged against it or its business in respect to the Machine;
- (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 Machine;
- (j) liaise with appropriate Zoo staff to arrange for the installation of the Machine;
- (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 Machine and for daily, weekly and monthly maintenance of the Machine 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 Machine site clean and hazard-free throughout the entire period of installation of the Machine 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 Machine in accordance with instructions and procedures supplied by Contractor.;
  - (b) provide space and electrical power for the operation of the Machine;
  - (c) provide staff to operate the Machine and sell tickets; and
  - (d) maintain appropriate signs identifying the Machine and Machine 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, 20xx up to and including XXXX, XX, 20xx (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 xxx (x) 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 Machine 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 Machine to Zoo patrons at Xxxx Dollars (\$X.00) per Machine 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 Machine ("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 Machine is operating.

(2) The Board will maintain records of the Machine tickets sold, which will be available for review by Contractor. The Board and Contractor shall not accept any remuneration for the Ride 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 Machine are 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 Machine is operated by staff who have received training by Contractor and who will maintain and operate the Machine equipment in accordance with procedures and instructions provided by Contractor; and
- iv) the Zoo performs all site preparation work for the Machine in a timely manner to allow prompt installation of the Machine.
- 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 Machine 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 Novelty 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 #124 (2017-01)**

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

CONTRACTOR  
PROPOSAL FOR THE OPERATION OF VIEWING AND PENNY PRESS  
MACHINES FOR THE TORONTO ZOO