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Toronto, ON M1B 5K7
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Chair
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Chief Executive Officer
John Tracogna

Chief Operating Officer
Robin D. Hale

2018-01-15

**REQUEST FOR PROPOSAL
RENTAL REVENUE OPPORTUNITY - STROLLERS
AND GUEST MOBILITY DEVICES
RFP# 51 (2017-12)**

The Toronto Zoo invites qualified and experienced Proponents to submit a proposal, to the Purchasing & Supply Unit for the provision of Strollers and Guest Mobility Devices on a non-exclusive basis to be used by the Zoo for purposes of the visitor rental program. The Zoo anticipates receiving a variety of options that may include alternatives for either a revenue sharing agreement, or one that is cost based (i.e. fixed charge).

Due Date: 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:

Tuesday, 2018-01-30, 1200 hours (noon, local time)

A meeting has not been scheduled however the Toronto Zoo **highly recommends** you contact Lauren Ogle, Supervisor, Guest Operations at (416) 392-9116 to make arrangements for a site meeting.

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,

Paul K. Whittam
Interim Director of Administrative Services

**RFP # 51 (2017-12) – RENTAL OPPORTUNITY – STROLLERS
AND GUEST MOBILITY DEVICES
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1.0 INSTRUCTIONS

- 1.1 Review the attached RFP issued and the RFP requirements and return your complete proposal with the enclosed SUBMISSION FORMS by due date and time.
- 1.2 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: **Tuesday, 2018-01-30, 1200 hours (noon, local time)**.
- 1.3 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 Adobe Acrobat 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).
- 1.4 If the Toronto Zoo determines that an amendment is required to this RFP, the Toronto Zoo representative will issue by email or post a written addendum on the Toronto Zoo Website that will form part of this RFP. It is the responsibility of the bidder to check the website and to download the addendum from the Toronto Zoo's website. No amendment of any kind to the RFP is effective unless it is provided by email or posted in a formal written addendum on the Toronto Zoo website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda and acknowledged on the submission form.
- 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 proposals will be irrevocable for a period of ninety (90) days from the date of the proposal submission deadline.
- 1.9 Pricing should be in **Canadian dollars**. The exchange rate for any foreign currency will be determined using the Bank of Canada daily rate.
- 1.10 Include product literature, information, samples, and pictures, as necessary.
- 1.11 Quote discounts or quantity price breaks separately on FORMS.
- 1.12 If you have any technical inquiries, please contact Lauren Ogle, Supervisor, Guest Operations, at (416) 392-9116 or by email, logle@torontozoo.ca.
- 1.13 If you have any other inquiries about the proposal or contract inquiries, please contact Peter Vasilopoulos, Supervisor, Purchasing & Supply, at (416) 392-5916. .

2.0 DEFINITIONS & GENERAL TERMS**2.1 Definitions:**

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

- (a) **The Board of Management of the Toronto Zoo** and its designated representative hereinafter called “the Zoo”, with whom the Proponent has contracted to perform the required services;
- (b) **“Contract”** means the purchase order issued or written contract agreement resulting from this RFP executed by the Toronto Zoo and the Contractor, substantially in the form of the contract agreement attached;
- (c) **“Contractor”** means the Preferred Proponent if any, who enters into the Contract;
- (d) **“Gross Revenues”** means all revenues, net of taxes, received from the operation of the rental of strollers;
- (e) **“Net Operational Revenues”** means Gross Revenues net of taxes less any operating costs;
- (f) **“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;
- (g) **“Proposal”** means a proposal submitted in response to this RFP;
- (h) **“Proponent”** means the person, vendor, firm or partnership, consortium or joint venture that submits, or intends to submit, a proposal in response to this RFP;
- (i) **“RFP”** means the Request for Proposals document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- (j) **“Submission”** and /or **“Proposal”** means the Proponent’s written reply or submission in response to this RFP;
- (k) **“Work”** means all work required under these documents, and in accordance with the Contract Requirements, General Requirements, and Specifications;

2.2 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.

2.3 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.

2.4 Invoicing:

Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Toronto Zoo. Provincial Sales Tax and Goods and Services Tax where applicable shall each be shown as a separate item. The Proponent’s GST registration number must be indicated on the invoice.

The Proponent shall clearly show any special charges as separate items on the invoice.

Payments to non-resident Proponents may be subject to withholding taxes under the Income Tax Act (Canada). Unless a non-resident Proponent provides the Toronto Zoo with a letter from Revenue Canada Taxation waiving the withholding requirements, the Toronto Zoo will withhold the taxes it determines are required under the Income Tax Act (Canada). Further information is available at the [CRA website, www.cra-arc.gc.ca](http://www.cra-arc.gc.ca)

2.5 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.

2.6 Interest:

The Proponent shall not be entitled to any interest upon any bill on account of delay in its approval by the Toronto Zoo.

2.7 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.

2.8 Insurance, Liability and Policies

Provide minimum \$5,000,000 general 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 or designate 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 or designate.

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 or designate, Toronto Zoo, shall supply to the Successful Proponent.

2.9 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.

2.10 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

2.11 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.

2.12 Formal Contract:

The Proponent may be required and shall, if requested by the Toronto Zoo, execute and enter into a formal contract that is satisfactory to the solicitor for the Toronto Zoo, in order to document the contract resulting from this Proposal and to embody indemnity and related provisions that in the opinion of such solicitor are required to protect the Toronto Zoo.

2.13 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.

2.14 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.

2.15 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 Proponent’s 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.

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

2.17 Addendum

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

2.18 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.

2.19 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.

2.20 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.

3.0 BACKGROUND AND SCOPE OF PROJECT

The Toronto Zoo through a partnership with a concessionaire has provided visitors with the convenience of renting strollers, (single and double) and electric scooters. The Zoo also provides, at no charge, use of wheelchairs to guests as required.

Toronto Zoo staff operates the visitor rental program for strollers at the Zoo's front entrance, collecting revenues and a refundable deposit in exchange for the daily use of the stroller. After taxes, revenues are currently shared between the Zoo and the Proponent and paid out monthly. The operation is year round but busiest during the May through October period. The Proponent must provide and maintain all inventories and be prepared to cover all costs associated with the upkeep of the strollers, including repairs and replacements as required.

While the Toronto Zoo currently operates the visitor rental program for strollers under a revenue sharing agreement, the Toronto Zoo is also interested in receiving proposals with options that may include alternatives for either a revenue sharing agreement, or one that is cost based (i.e. fixed charge). Interested Proponents should separate the various options within their Proposal and clearly mark them as "Alternative 1", "Alternative 2", etc., within their submission.

3.1 Non-exclusivity

Any contract as a result of the RFP will be on a non-exclusive basis. The Toronto Zoo may, at its sole discretion, purchase the same or similar services, from other sources during the term of the Contract.

3.2 This Request for Proposal (RFP) is being issued to obtain proposals from qualified and experienced based on the above, with the following information required:

- a. The Proponent must specify the number and specifications of the strollers to be provided to the Zoo.

Please note that the Zoo consists of 710 acres of land including many hills along with 5 major pavilions and a number of retail and food outlets. The stroller must be durable to handle this tough environment. Toronto weather changes with all four seasons, including rain, snow and extreme heat and cold.

- b. Daily operation would be year round with the heaviest rental period being the May through October season.
- c. The retail price to the visitor must include all applicable taxes (13% HST) and all numbers must be in CANADIAN DOLLARS
- d. Revenue share alternatives should be defined as a percentage between the Proponent and the Zoo and be net of all taxes as outlined above.
- e. Staffing of the operation on site will be done by Zoo staff.
- f. Maintenance of the fleet must be done by the Proponent including repairing and/or replacing all damaged stock regardless of fault. A schedule to repair the strollers should be set to ensure maximum availability of all strollers through the peak period of operation.
- g. Liability insurance of the use of these strollers is the responsibility of the Proponent. The successful Proponent will be required to provide a minimum \$2,000,000 liability insurance coverage, which must be maintained and renewed on an annual basis by the Proponent for the duration of the contract.
- h. References must be provided of similar operations including zoos, amusement parks and other outdoor facilities.
- i. The term of the agreement shall be four (4) years commencing xxxxx xx 2018 and ending xxxx xx 2022, The Toronto Zoo, may extend the agreement in its sole discretion under the same terms

and conditions, for an additional two (2) years on a yearly basis upon providing written notice to the Successful Proponent at least three (3) months prior to the expiration of the term.

4.0 COMMUNICATIONS

If you have any technical inquiries, please contact Lauren Ogle, Guest Operations Supervisor at (416) 392-9116

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

5.0 PROPOSAL CONTENT

Proposals submitted in response to this RFP should be detailed, succinct and demonstrate attention to the scope of work as outlined in section 3.0 of the RFP and included the following:

The Proponent should submit a Submission in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The Toronto Zoo also has an environmentally- preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City.

Please do not use any plastic or vinyl binders or folders. The Toronto Zoo prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Proposal, they should be fully 100% recycled stock.

The Toronto Zoo seeks and prefers submittals on 100% Post Consumer Fibre (PCF) paper, consistent with the Toronto Zoo's environmental practices. All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) where possible.

5.1 Signed Proposal Submission Forms

5.2 Executive summary

5.3 A profile and summary of corporate history including major clients and business partners and full description of deliverables including details of stroller program, average gross revenues for any stroller program and number of riders per day and pricing fee(s) for any stroller program.

5.4 Identify all personnel who will be assigned to the project.

5.5 Provide the name, location, client reference and brief description of three (3) programs under the direct responsibility of the Proponent.

5.6 Name of service contractor, contact person and guarantee level of service.

5.7 Guarantee project start immediately following successful confirmation of award of project, and supply and commissioning of stroller program by **2018-05-01**.

6.0 TIME PERIOD FOR IMPLEMENTATION AND PROJECT COMPLETION

6.1 The Zoo expects the completion of this project by **2018-05-01** or earlier.

6.2 Based on this, provide work schedule detailing the timing of tasks and significant activities or milestones.

6.3 Any other comments or suggestions relating to the success of the Work.

7.0 PROPOSAL EVALUATION CRITERIA

Each proposal will be evaluated on, but not necessarily limited, to the following criteria

1. Compliance with conditions of this RFP.
2. Depth & detail level of proposal including Proponent profile and proposed work program including:
 - a) A profile and summary of corporate history including the date company started
 - b) Major clients and business partners.
3. Demonstrated previous experience and individuals proposed, in providing with similar work as requested by the Toronto Zoo including:
 - (a) Experience in the ownership and operations of a stroller rental program
 - (b) References as noted in section 9.2 of the submission form
 - (c) Safety Record and ability to be insured.
4. Proponent Fees
 - (a) Percentage of commission expected based on gross sales, or fixed charge
 - (b) Minimum amount to be provided to the Zoo, if you are proposing a minimum annual or monthly amount, for each year of the agreement.

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

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

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

7.1 Selection Criteria

The Evaluation Committee will utilize the evaluation and selection process to establish a Total Score for each Proposal as noted in 7.2 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.

7.2 Selection Process

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

Evaluation Criteria	
Criteria	Points available to be awarded
Depth & detail level of proposal including Proponent profile and proposed work program	25
Demonstrated previous experience and individuals proposed, in providing with similar work as requested by the Toronto Zoo	30
Financial Proposal/Fees (Revenue Sharing)	40
TOTAL	100
<p>Interview: At the discretion of the Toronto Zoo, proponents who have received a high ranking may be invited to an interview with the Evaluation Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the Preferred Proponent.</p>	
Proponent’s Presentation & ability to answer questions during the Interview	50

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

7.3 Clarifications

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

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

7.4 Interviews

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

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

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

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

7.5 Evaluation Results

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

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

7.6 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 Photo Capture Draft Agreement attached as Appendix "A" to this RFP. The terms and conditions of the draft Agreement in Appendix A may be subject to such amendments as may be negotiated by the Toronto Zoo, in its sole discretion, with the successful Proponent.

If any Agreement cannot be negotiated within thirty (30) business days of notification to the Preferred Proponent, the Toronto Zoo may, at its sole discretion, choose to continue negotiations for a period of time, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent, or abort the RFP process and not enter into any Agreement with any of the Proponents.

8.0 SUBMISSION PROPOSAL FORMS

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 #:	

8.1 REFERENCE FORM

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

8.2 LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS		
The Bidder proposes to sublet the following portions of the Work to the persons, firms, or corporations indicated below:		
SERVICE	NAME/ADDRESS	TELEPHONE

- Insert “Own Forces” for every portion of the **Work** which the contractor will be performing without a subcontractor.
 - Bidder shall specify nature of work for each “Other” sub-contract.

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.

Vendor Name _____

**RFP# 51 (2017-12)- Stroller rental revenue sharing
Closing: Tuesday, 2017-01-30, 12:00 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**



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Yours truly,

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Interim Director of Administrative Services

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Attachment	Sample stroller contract agreement	

1.0 INSTRUCTIONS

- 1.1 Review the attached RFP issued and the RFP requirements and return your complete proposal with the enclosed SUBMISSION FORMS by due date and time.
- 1.2 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: **Tuesday, 2018-01-30, 1200 hours (noon, local time)**.
- 1.3 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 Adobe Acrobat 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).
- 1.4 If the Toronto Zoo determines that an amendment is required to this RFP, the Toronto Zoo representative will issue by email or post a written addendum on the Toronto Zoo Website that will form part of this RFP. It is the responsibility of the bidder to check the website and to download the addendum from the Toronto Zoo's website. No amendment of any kind to the RFP is effective unless it is provided by email or posted in a formal written addendum on the Toronto Zoo website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda and acknowledged on the submission form.
- 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 proposals will be irrevocable for a period of ninety (90) days from the date of the proposal submission deadline.
- 1.9 Pricing should be in **Canadian dollars**. The exchange rate for any foreign currency will be determined using the Bank of Canada daily rate.
- 1.10 Include product literature, information, samples, and pictures, as necessary.
- 1.11 Quote discounts or quantity price breaks separately on FORMS.
- 1.12 If you have any technical inquiries, please contact Lauren Ogle, Supervisor, Guest Operations, at (416) 392-9116 or by email, logle@torontozoo.ca.
- 1.13 If you have any other inquiries about the proposal or contract inquiries, please contact Peter Vasilopoulos, Supervisor, Purchasing & Supply, at (416) 392-5916. .

2.0 DEFINITIONS & GENERAL TERMS**2.1 Definitions:**

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

- (a) **The Board of Management of the Toronto Zoo** and its designated representative hereinafter called “the Zoo”, with whom the Proponent has contracted to perform the required services;
- (b) **“Contract”** means the purchase order issued or written contract agreement resulting from this RFP executed by the Toronto Zoo and the Contractor, substantially in the form of the contract agreement attached;
- (c) **“Contractor”** means the Preferred Proponent if any, who enters into the Contract;
- (d) **“Gross Revenues”** means all revenues, net of taxes, received from the operation of the rental of strollers;
- (e) **“Net Operational Revenues”** means Gross Revenues net of taxes less any operating costs;
- (f) **“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;
- (g) **“Proposal”** means a proposal submitted in response to this RFP;
- (h) **“Proponent”** means the person, vendor, firm or partnership, consortium or joint venture that submits, or intends to submit, a proposal in response to this RFP;
- (i) **“RFP”** means the Request for Proposals document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- (j) **“Submission”** and /or **“Proposal”** means the Proponent’s written reply or submission in response to this RFP;
- (k) **“Work”** means all work required under these documents, and in accordance with the Contract Requirements, General Requirements, and Specifications;

2.2 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.

2.3 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.

2.4 Invoicing:

Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Toronto Zoo. Provincial Sales Tax and Goods and Services Tax where applicable shall each be shown as a separate item. The Proponent’s GST registration number must be indicated on the invoice.

The Proponent shall clearly show any special charges as separate items on the invoice.

Payments to non-resident Proponents may be subject to withholding taxes under the Income Tax Act (Canada). Unless a non-resident Proponent provides the Toronto Zoo with a letter from Revenue Canada Taxation waiving the withholding requirements, the Toronto Zoo will withhold the taxes it determines are required under the Income Tax Act (Canada). Further information is available at the [CRA website, www.cra-arc.gc.ca](http://www.cra-arc.gc.ca)

2.5 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.

2.6 Interest:

The Proponent shall not be entitled to any interest upon any bill on account of delay in its approval by the Toronto Zoo.

2.7 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.

2.8 Insurance, Liability and Policies

Provide minimum \$5,000,000 general 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 or designate 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 or designate.

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 or designate, Toronto Zoo, shall supply to the Successful Proponent.

2.9 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.

2.10 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

2.11 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.

2.12 Formal Contract:

The Proponent may be required and shall, if requested by the Toronto Zoo, execute and enter into a formal contract that is satisfactory to the solicitor for the Toronto Zoo, in order to document the contract resulting from this Proposal and to embody indemnity and related provisions that in the opinion of such solicitor are required to protect the Toronto Zoo.

2.13 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.

2.14 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.

2.15 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 Proponent’s 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.

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

2.17 Addendum

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

2.18 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.

2.19 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.

2.20 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.

3.0 BACKGROUND AND SCOPE OF PROJECT

The Toronto Zoo through a partnership with a concessionaire has provided visitors with the convenience of renting strollers, (single and double) and electric scooters. The Zoo also provides, at no charge, use of wheelchairs to guests as required.

Toronto Zoo staff operates the visitor rental program for strollers at the Zoo's front entrance, collecting revenues and a refundable deposit in exchange for the daily use of the stroller. After taxes, revenues are currently shared between the Zoo and the Proponent and paid out monthly. The operation is year round but busiest during the May through October period. The Proponent must provide and maintain all inventories and be prepared to cover all costs associated with the upkeep of the strollers, including repairs and replacements as required.

While the Toronto Zoo currently operates the visitor rental program for strollers under a revenue sharing agreement, the Toronto Zoo is also interested in receiving proposals with options that may include alternatives for either a revenue sharing agreement, or one that is cost based (i.e. fixed charge). Interested Proponents should separate the various options within their Proposal and clearly mark them as "Alternative 1", "Alternative 2", etc., within their submission.

3.1 Non-exclusivity

Any contract as a result of the RFP will be on a non-exclusive basis. The Toronto Zoo may, at its sole discretion, purchase the same or similar services, from other sources during the term of the Contract.

3.2 This Request for Proposal (RFP) is being issued to obtain proposals from qualified and experienced based on the above, with the following information required:

- a. The Proponent must specify the number and specifications of the strollers to be provided to the Zoo.

Please note that the Zoo consists of 710 acres of land including many hills along with 5 major pavilions and a number of retail and food outlets. The stroller must be durable to handle this tough environment. Toronto weather changes with all four seasons, including rain, snow and extreme heat and cold.

- b. Daily operation would be year round with the heaviest rental period being the May through October season.
- c. The retail price to the visitor must include all applicable taxes (13% HST) and all numbers must be in CANADIAN DOLLARS
- d. Revenue share alternatives should be defined as a percentage between the Proponent and the Zoo and be net of all taxes as outlined above.
- e. Staffing of the operation on site will be done by Zoo staff.
- f. Maintenance of the fleet must be done by the Proponent including repairing and/or replacing all damaged stock regardless of fault. A schedule to repair the strollers should be set to ensure maximum availability of all strollers through the peak period of operation.
- g. Liability insurance of the use of these strollers is the responsibility of the Proponent. The successful Proponent will be required to provide a minimum \$2,000,000 liability insurance coverage, which must be maintained and renewed on an annual basis by the Proponent for the duration of the contract.
- h. References must be provided of similar operations including zoos, amusement parks and other outdoor facilities.
- i. The term of the agreement shall be four (4) years commencing xxxxx xx 2018 and ending xxxx xx 2022, The Toronto Zoo, may extend the agreement in its sole discretion under the same terms

and conditions, for an additional two (2) years on a yearly basis upon providing written notice to the Successful Proponent at least three (3) months prior to the expiration of the term.

4.0 COMMUNICATIONS

If you have any technical inquiries, please contact Lauren Ogle, Guest Operations Supervisor at (416) 392-9116

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

5.0 PROPOSAL CONTENT

Proposals submitted in response to this RFP should be detailed, succinct and demonstrate attention to the scope of work as outlined in section 3.0 of the RFP and included the following:

The Proponent should submit a Submission in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The Toronto Zoo also has an environmentally- preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the City.

Please do not use any plastic or vinyl binders or folders. The Toronto Zoo prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Proposal, they should be fully 100% recycled stock.

The Toronto Zoo seeks and prefers submittals on 100% Post Consumer Fibre (PCF) paper, consistent with the Toronto Zoo's environmental practices. All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) where possible.

5.1 Signed Proposal Submission Forms

5.2 Executive summary

5.3 A profile and summary of corporate history including major clients and business partners and full description of deliverables including details of stroller program, average gross revenues for any stroller program and number of riders per day and pricing fee(s) for any stroller program.

5.4 Identify all personnel who will be assigned to the project.

5.5 Provide the name, location, client reference and brief description of three (3) programs under the direct responsibility of the Proponent.

5.6 Name of service contractor, contact person and guarantee level of service.

5.7 Guarantee project start immediately following successful confirmation of award of project, and supply and commissioning of stroller program by **2018-05-01**.

6.0 TIME PERIOD FOR IMPLEMENTATION AND PROJECT COMPLETION

6.1 The Zoo expects the completion of this project by **2018-05-01** or earlier.

6.2 Based on this, provide work schedule detailing the timing of tasks and significant activities or milestones.

6.3 Any other comments or suggestions relating to the success of the Work.

7.0 PROPOSAL EVALUATION CRITERIA

Each proposal will be evaluated on, but not necessarily limited, to the following criteria

1. Compliance with conditions of this RFP.
2. Depth & detail level of proposal including Proponent profile and proposed work program including:
 - a) A profile and summary of corporate history including the date company started
 - b) Major clients and business partners.
3. Demonstrated previous experience and individuals proposed, in providing with similar work as requested by the Toronto Zoo including:
 - (a) Experience in the ownership and operations of a stroller rental program
 - (b) References as noted in section 9.2 of the submission form
 - (c) Safety Record and ability to be insured.
4. Proponent Fees
 - (a) Percentage of commission expected based on gross sales, or fixed charge
 - (b) Minimum amount to be provided to the Zoo, if you are proposing a minimum annual or monthly amount, for each year of the agreement.

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

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

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

7.1 Selection Criteria

The Evaluation Committee will utilize the evaluation and selection process to establish a Total Score for each Proposal as noted in 7.2 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.

7.2 Selection Process

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

Evaluation Criteria	
Criteria	Points available to be awarded
Depth & detail level of proposal including Proponent profile and proposed work program	25
Demonstrated previous experience and individuals proposed, in providing with similar work as requested by the Toronto Zoo	30
Financial Proposal/Fees (Revenue Sharing)	40
TOTAL	100
<p>Interview: At the discretion of the Toronto Zoo, proponents who have received a high ranking may be invited to an interview with the Evaluation Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the Preferred Proponent.</p>	
Proponent’s Presentation & ability to answer questions during the Interview	50

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

7.3 Clarifications

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

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

7.4 Interviews

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

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

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

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

7.5 Evaluation Results

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

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

7.6 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 Photo Capture Draft Agreement attached as Appendix "A" to this RFP. The terms and conditions of the draft Agreement in Appendix A may be subject to such amendments as may be negotiated by the Toronto Zoo, in its sole discretion, with the successful Proponent.

If any Agreement cannot be negotiated within thirty (30) business days of notification to the Preferred Proponent, the Toronto Zoo may, at its sole discretion, choose to continue negotiations for a period of time, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent, or abort the RFP process and not enter into any Agreement with any of the Proponents.

8.0 SUBMISSION PROPOSAL FORMS

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 #:	

8.1 REFERENCE FORM

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

8.2 LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS		
The Bidder proposes to sublet the following portions of the Work to the persons, firms, or corporations indicated below:		
SERVICE	NAME/ADDRESS	TELEPHONE

- Insert “Own Forces” for every portion of the **Work** which the contractor will be performing without a subcontractor.
 - Bidder shall specify nature of work for each “Other” sub-contract.

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.

Vendor Name _____

**RFP# 51 (2017-12)- Stroller rental revenue sharing
Closing: Tuesday, 2017-01-30, 12:00 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**

APPENDIX I

THIS AGREEMENT made in triplicate this 1st day of XXXX, 2018

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, 2018, for the provision of the Operation of Strollers and Guest Mobility Devices 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, 2018 for the provision of the Operation of Strollers and Guest Mobility Devices 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, 2018, the Board authorized entering into an agreement with Contractor to provide the Strollers and Guest Mobility Devices 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 Strollers and Guest Mobility Devices (the "Equipment") 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 Equipment;

- (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 Equipment;
- (c) supply all required training for Zoo staff and operational support on a timely basis to ensure the proper running of the Equipment;
- (d) install and test the Equipment prior to full operation;
- (e) obtain all licences and permits required for the operation of the Equipment;
- (f) pay all business and other taxes levied or charged against it or its business in respect to the Equipment;
- (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 Equipment;
- (j) liaise with appropriate Zoo staff to arrange for the installation of the Equipment;
- (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 Equipment and for daily, weekly and monthly maintenance of the Equipment 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 Equipment site clean and hazard-free throughout the entire period of installation of the Equipment 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 Equipment in accordance with instructions and procedures supplied by Contractor.;
 - (b) provide space and electrical power for the operation of the Equipment;
 - (c) provide staff to operate the Equipment and sell tickets; and
 - (d) maintain appropriate signs identifying the Equipment and Equipment 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 from any damages, loss or expenses arising as a result of the Board's failure to properly maintain and operate the Equipment 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 Equipment to Zoo patrons at Xxxx Dollars (\$X.00) per Equipment 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 Equipment ("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 Equipment is operating.

(2) The Board will maintain records of the Equipment 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 Equipment 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 Equipment is operated by staff who have received training by Contractor and who will maintain and operate the Equipment equipment in accordance with procedures and instructions provided by Contractor; and
- iv) the Zoo performs all site preparation work for the Equipment in a timely manner to allow prompt installation of the Equipment.
- 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 Equipment 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.

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**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 #51 (2017-12)**

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 STROLLERS AND GUEST
MOBILITY DEVICES FOR THE TORONTO ZOO

APPENDIX I

THIS AGREEMENT made in triplicate this 1st day of XXXX, 2018

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, 2018, for the provision of the Operation of Strollers and Guest Mobility Devices 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, 2018 for the provision of the Operation of Strollers and Guest Mobility Devices 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, 2018, the Board authorized entering into an agreement with Contractor to provide the Strollers and Guest Mobility Devices 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 Strollers and Guest Mobility Devices (the "Equipment") 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 Equipment;

- (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 Equipment;
- (c) supply all required training for Zoo staff and operational support on a timely basis to ensure the proper running of the Equipment;
- (d) install and test the Equipment prior to full operation;
- (e) obtain all licences and permits required for the operation of the Equipment;
- (f) pay all business and other taxes levied or charged against it or its business in respect to the Equipment;
- (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 Equipment;
- (j) liaise with appropriate Zoo staff to arrange for the installation of the Equipment;
- (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 Equipment and for daily, weekly and monthly maintenance of the Equipment 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 Equipment site clean and hazard-free throughout the entire period of installation of the Equipment 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 Equipment in accordance with instructions and procedures supplied by Contractor.;
 - (b) provide space and electrical power for the operation of the Equipment;
 - (c) provide staff to operate the Equipment and sell tickets; and
 - (d) maintain appropriate signs identifying the Equipment and Equipment 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 from any damages, loss or expenses arising as a result of the Board's failure to properly maintain and operate the Equipment 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 Equipment to Zoo patrons at Xxxx Dollars (\$X.00) per Equipment 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 Equipment ("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 Equipment is operating.

(2) The Board will maintain records of the Equipment 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 Equipment 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 Equipment is operated by staff who have received training by Contractor and who will maintain and operate the Equipment equipment in accordance with procedures and instructions provided by Contractor; and
- iv) the Zoo performs all site preparation work for the Equipment in a timely manner to allow prompt installation of the Equipment.
- 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 Equipment 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.

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**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 #51 (2017-12)**

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 STROLLERS AND GUEST
MOBILITY DEVICES FOR THE TORONTO ZOO