

NOTICE TO POTENTIAL PROPONENTS

May 4, 2020

Request for Proposal No. EPRFP 2020-35973

For: Automated Teller Machine Services (ATM) for a four-year term commencing October 1, 2020

Please review the attached document and submit your Proposal to the address noted below by the closing deadline of **12:00 PM (local Toronto time) on Tuesday May 19, 2020.**

Proposals will not be considered unless:

Received by the date and time specified above; and Received at the address specified below:

Submissions may also be made by e-mail to: lmiller@explace.on.ca

Information and/or site meeting requirements:

Required: (yes/no)	No
Attendance Requirement: (mandatory/voluntary)	
Date:	
Time:	
Location:	

Deadline for Questions (must be in writing):	Wednesday, May 13, 2020 at 12:00 PM
Exhibition Place Contact: Ms. Lynn Miller, Purchasing Manager (t) 416-263-3628 (e) purchasing@explace.on.ca	

For convenience you may affix the following address label to the envelope(s) containing your submission.

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COMPANY NAME:	
RFP NO.:	EPRFP 2020-35973
CLOSING DEADLINE: 12:00 Noon (local Toronto time)	Tuesday, May 19, 2020
DELIVER TO:	Lynn Miller, Purchasing Manager Enercare Centre 100 Princes' Boulevard, Suite 1 Toronto, ON, M6K 3C3 OR VIA EMAIL purchasing@explace.on.ca

Exhibition Place will not be held responsible for submission documents submitted in envelope(s) that are not labelled in accordance with the above instructions.

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1.0 TERMINOLOGY

1.1 References to Labeled Provisions

Each reference in this Request for Proposal to a numbered or lettered “section”, “subsection”, “paragraph”, “subparagraph”, “clause” or “sub-clause” shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labeled provision of this Request for Proposal (RFP).

1.2 Definitions

Throughout this Request for Proposal, unless inconsistent with the subject matter or context.

“Agreement” means any written contract between the Board and a Proponent with respect to the Services contemplated by this RFP, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP. If the value of the Services is \$100,000 or less, the Agreement may be in the form of a Purchase Order.

“ATM” means automatic teller machine

“ATM Service Provider” means the Successful Proponent

“Board” means The Board of Governors of Exhibition Place being a local board of the City as continued by Section 407 of the *City of Toronto Act, 2006*.

"Board Contact" means the Board employee(s) designated as Board Contact on the Notice to Potential Proponents for all matters related to the RFP Call process.

“Board’s Representative” means the Exhibition Place staff person designated as the contact for the Successful Proponent for delivery of the Services following execution of the Agreement.

“City” means the City of Toronto as continued by the *City of Toronto Act, 2006*.

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its Proposal that is confidential to the Board and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process including the giving of a benefit of any kind, by or on behalf of the Proponent to anyone employed by, or otherwise connected with, the Board or Board; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or

(b) in relation to the performance of its contractual obligations in the Board contract, the Proponent's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

"Council" means Council of the City of Toronto.

"May" and "should" used in this RFP denote permissive (not mandatory).

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*.

"Must", "shall" and "will" used in this RFP denote imperative (mandatory), meaning Proposals not satisfying imperative (mandatory) requirements will be deemed to be non-compliant and will not be considered for contract award.

"Proponent" means a legal entity that submits a Proposal. In the case of a consortium, one member of the consortium must be identified as the Proponent with whom the Board may enter into an Agreement.

"Proposal" means an offer submitted by a Proponent in response to this RFP, which includes all of the documentation necessary to satisfy the submission requirements of the RFP.

"RFP" means this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the Board.

"Services" means all services and deliverables to be provided by a Proponent as described in this RFP.

"Successful Proponent" means the Proponent with whom the Board enters into an Agreement.

"Work" means all services and deliverables to be provided by a Proponent as described in Section 3 of the RFP.

"7/24" means seven days per week, 24 hours a day and all 365 days of the year.

1.3 Interpretation

In this RFP and in the Agreement, unless the context otherwise necessitates,

(a) any reference to an officer or representative of the Board shall, as the case may be, be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;

- (b) a reference to any *Act*, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any *Act*, by-law, rule or regulation or provision enacted in substitution thereof or amendment thereof;
- (c) all amounts are to be expressed in Canadian dollars and are to be secured and payable in Canadian dollars;
- (d) all references to time shall be deemed to be references to current time in the City of Toronto;
- (e) a word importing only the masculine, feminine or neuter gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
- (f) any words and abbreviations which have well-known professional, technical or trade meanings are used in accordance with such recognized meanings;
- (g) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants; and
- (h) all index and reference numbers in the RFP or any related Board document are given for the convenience of Proponents and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

1.4 RFP Process Terms and Conditions

This RFP process is governed by the terms and conditions in Appendix A.

2.0 PURPOSE

2.1 Invitation and Objectives

The Board invites submissions from qualified firms who are experienced in providing ATM services.

2.2 Mandatory Site / Information Meeting – This section is N/A

Interested Proponents must attend a Mandatory Information Meeting to familiarize themselves with the opportunity and ascertain the full extent of the services required.

Proposals will only be accepted from those Proponents who attended and registered at the mandatory site meeting.

Proponents must sign in and clearly indicate on the sign in sheet the name of the firm they are representing.

A record of questions and answers as deemed relevant from the Proponents at the information meeting and/or site visit will be distributed in the form of an addendum.

Separate meetings with Proponents will not be held.

2.3 Background

Exhibition Place Site

Exhibition Place is a 192-acre site owned by the City of Toronto and managed by the Board. Strategically located on the waterfront, Exhibition Place is the largest conference and entertainment site in Toronto. It boasts 23 historically and architecturally significant facilities, heritage buildings, open parks and gardens. Among its conference facilities are the Enercare Centre, Beanfield Centre and Hotel X Toronto. Its sports facilities include BMO Field and the Coca-Cola Coliseum. Each year over 5.3 million visitors come to Exhibition Place to attend trade, consumer shows and conferences such as the Toronto International Boat Show, One-of-a-Kind Craft Show and Royal Agricultural Winter Fair; participate in events such as the annual Canadian National Exhibition, Honda Indy and Caribbean Carnival; and attend major professional sporting events.

As the largest multi-use entertainment site in Toronto with our Class A exhibition and sporting facilities, the Board requires all third party contractors to operate in a fashion and manner that ensures that the buildings looks first class every day. That means using care while operating safely, and delivering exceptional performance day in and day out. We want to engage a firm that holds performance objectives high, and one that wants to make the experience for our guests the best that it can be.

Enercare Centre

The Enercare Centre (ECC) opened its doors in the spring of 1997. With over 921,326 square feet of connected usable space, Enercare Centre is the largest convention and exhibition facility in Canada and the eleventh largest in North America. Offering extraordinary flexibility, the facility can be subdivided into a maximum of eight (8) independent exhibit halls. ECC also offers meeting rooms, pre-function space and a 100-seat presentation theatre. The unique design and layout allows multiple events to take place simultaneously without conflicts.

Enercare Centre is the facility of choice for some of Canada's finest events and exhibitions such as the Toronto International Boat Show, The National Home Show, Royal Agricultural Winter Fair and the One of a Kind Craft Shows.

Beanfield Centre

Beanfield Centre offers meeting planners Canada's premier environmentally friendly meeting venue for groups of 50 - 2000 delegates. Beanfield Centre is LEED Silver certified purpose-built conference centre with 20 meeting rooms, Wi-Fi capability and the largest divisible, column-free, ballroom in Toronto.

With approximately 300 meetings, exhibitions and events annually, representing some 300-show days, the Enercare Centre/Beanfield Centre Complex attracts more than 5.3 million people each year.

CNE and Royal Agricultural Events

The annual CNE is Canada's largest annual outdoor fair and runs for 18 days in August, culminating on Labour Day and uses the majority of the 192 acres of Exhibition Place and all the exhibition venues. The Royal Agricultural Winter Fair (RAWF) is the largest annual indoor agricultural and equestrian fair in North America. Annually the RAWF occurs the first week of November and occupies the Enercare Centre, the Horse Palace, and uses various parking areas for its back-of-house requirements.

Coca-Cola Coliseum

Coca-Cola Coliseum is a 9,200-seat arena facility with 32 suites that is located within the internal footprint of the ECC but is leased to and managed by Maple Leaf Sports & Entertainment directly. Completely renovated and reopened in November 2003, Coca-Cola Coliseum is home to the Toronto Marlies of the American Hockey League and is also used for lacrosse, concerts, family shows, skating, corporate events, consumer shows, various sporting and community events and private functions. Refer to Appendix "E" for different modes of operation and capacities of the Coca-Cola Coliseum.

BMO Field

BMO Field, Canada's premier sports and entertainment venue opened its doors in February 2007. This 665,000 square foot sports and entertainment complex is home to the Toronto Football Club, Canada's National soccer team, as well as the Toronto Argonauts of the Canadian Football League, and Toronto FC II of the United Soccer League. Managed by Maple Leaf Sports & Entertainment pursuant to a Management Agreement with the Board, BMO Field has a capacity of 30,000 seats for soccer and 25,000 seats for football and a potential to add temporary seating for special events such as the FIFA events to increase seating to 40,000 seats. Refer to Appendix "F" for details of the BMO Field facility.

2.4 STATISTICAL INFORMATION

The following ATM usage data details all monthly ATM transactions at Exhibition Place in the Enercare Centre, Beanfield Centre, Better Living Centre and Queen Elizabeth Hall.

Proponents should note that the data detailed below represents past transaction experience for information purposes only and does not guarantee future performance.

Note: for 2018 and 2019 transactions for the month of August includes the CNE fair.

ATM USAGE DATA (Number of Transactions)

	2016	2017	2018	2019
Jan	2,710	1,855	1,900	1,071
Feb	2,769	1,156	2,188	1,879
Mar	8,239	6,987	6,065	5,100
Apr	2,492	2,328	1,364	1,581
May	1,320	588	1,361	1,405
Jun	415	640	546	337
Jul	2,322	3,063	1,182	1,338
Aug	13,035	11,514	13,543	12,066
Sep	7,066	6,098	6,946	5,509
Oct	2,578	1,971	3,027	1,276
Nov	17,240	16,846	13,439	12,622
Dec	3,234	2,284	1,695	726
	63,420	55,330	53,256	44,910

3.0 SCOPE OF WORK

3.1 Intention

The intention of this RFP is to enter into an Agreement to allow the clients of the Board the opportunity to receive ATM Services from a service provider that is familiar with the venue and its respective operations.

3.2 Duties of the Successful Proponent

- The ATM Service Provider shall be required to supply all labour, equipment and materials to provide ATM Services to events and shows.
- The ATM Service Provider shall provide all personnel required to properly service the equipment.
- The ATM Service Provider may be required to have personnel on-site during high volume events at Exhibition Place, as determined in conjunction with Exhibition Place Event Coordinators.
- The ATM Service Provider shall be required to, at its own expense carry out the installation, hook-up, maintenance, movement and removal of ATMs and related equipment supplied as part of this Agreement.

3.2.1 The Proponent further acknowledges the following:

- a) This Request for Proposals and any resulting Agreement shall not include a guarantee of exclusivity. The Board shall not be precluded from permitting other ATM companies to be sponsors or do business for events, shows and exhibitions

within the Buildings or on the Grounds, but only if requested by the Show/Event Managers.

- b) With reference to 3.2.1a), the ATM Service Provider may be required to raise its transaction fees to match those of other temporary ATM installations while they are in operation.
- c) No arrangement arising from this RFP Call shall apply to the Canadian National Exhibition, Royal Agricultural Winter Fair, Coca Cola Coliseum, BMO Field, or Honda Indy, all of which are events held at Exhibition Place.

No arrangement arising from this RFP shall apply within any property or buildings owned by the Board and leased to third parties as Tenants:

Tenanted buildings include:

- Medieval Times Dinner & Tournament, 10 Dufferin Street;
- The Liberty Grand Entertainment Complex, 25 British Columbia Road;
- Music Building, 285 Manitoba Drive;
- Queen Elizabeth Theatre, 190 Princes' Blvd.;
- FountainBlu Dining Room, 190 Princes' Blvd.;
- Toronto Event Centre, 15 Saskatchewan Blvd.;
- Aqua Dolce Restaurant, 50 Prince Edward Island Cres.;
- BMO Field (Soccer Stadium), 170 Princes' Blvd.;
- Coca Cola Coliseum, 45 Manitoba Drive;
- Hotel X, 111 Princes' Blvd.;
- OVO Basketball Training Centre, 30 British Columbia Road;
- Withrow Common, 200 Princes' Blvd.;
- Press Building, 210 Princes' Blvd, and
- Any future space leased to a third party.

- d) The ATM Service Provider shall comply with all collective agreements between the Board of Governors of Exhibition Place and its Labour/Trade Unions must be recognized for all work at Exhibition Place.

The Board of Governors of Exhibition Place, through the provisions of its collective agreements require Contractors performing construction work for the Board to ensure that said work be performed under the provisions of the current province-wide collective agreements covering the Industrial, Commercial and Institutional sectors of construction industry between:

- (i) The Carpenters' Employer Bargaining Agency and The Ontario Provincial Council, United Brotherhood of Carpenters and Joiners of America;
- (ii) The Mechanical Contractors Association of Ontario and The Ontario Pipe Trades Council of the United Association of Journeymen and Apprentices of the Plumbing and Pipe-Fitting Industry of the United States and Canada;
- (iii) The Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and The International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario;
- (iv) Labour Relations Bureau of the Ontario General Contractors Association; Ontario Masonry Contractors Association; Industrial Contractors Association of Canada; Waterproofing Contractors Association of Ontario; Concrete Floor Contractors Association of Ontario; (hereinafter called the

"Employer Bargaining Agency" or "E.B.A") of the first part; and The Labourers' International Union of North America and the Labourers' International Union of North America, Ontario Provincial District Council, on behalf of its affiliated Local Unions 183, 247, 491, 493, 506, 527, 607, 625, 837, 1036, 1059, 1081 and 1089. (hereinafter called the "Union") of the second part;

- (v) The Ontario Painting Contractors Association, Acoustical Association Ontario, Interior Systems Contractors Association of Ontario and The International Brotherhood of Painters and Allied Trades and The Ontario Council of the International Brotherhood of Painters and Allied Trades; and
- (vi) The International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, (IATSE) Local 58, Toronto.

Any work that is the work of union members represented by the said Councils or Brotherhood under the provisions of any one of the said collective agreements, shall in each such case be performed only by an employer bound by such agreement.

3.3 Deliverables

3.3.1 Scope of Services –ATM Operational requirements

The Automatic Teller Machines offered should have the following minimum capabilities:

Hardware

- Capacity for a minimum of \$40,000 in cash load per unit
- EMV Smart Card DIP reader
- Large Touch Screen technology with SVGA capability (for advertising and information presentation)
- Fast Graphics Receipt Printer (able to print a graphic on receipt quickly for faster transaction delivery)
- Business Class Safe for ease of re-deployment
- Cash dispenser shall NOT be a “Presenter” model
- Audio capabilities (for advertising and instruction)
- PC based (for additional applications and advertising)
- Multiple Communications capabilities (web based applications can use faster connections)

Remote Management Software

- Secure encrypted call-back technology
- Automatic scheduled Heartbeat/Status messages
- Automatic scheduled Transaction / Journal reporting
- Remote “email requested” “Temporarily Out of Service” screen
- Remote “email requested” Status and Test Dispense operations
- Remote “email requested” journal and error log retrieval
- Remote software updates

Error Alert Software

- Configurable Error reporting to monitoring system
- Printer (paper low, paper out, printer jam, printer off-line)
- Dispenser problems
- Cash levels
- Hardware diagnostics
- Transaction errors
- Automatic “Temporarily Out of Service” screen when appropriate

Point-of-Sale Applications Available

- Multiple printers (event tickets, coupons, information sheets)
- Multiple vendors (settlement into multiple bank accounts)

User Interface

- Front end menu screen
- Configurable menu buttons for additional and custom applications
- Secure menus for configuration/ key injection/cash load/reporting/diagnostics
- Pre-dial to speed up transaction time
- Optional receipt printing

Control/Security/Availability

- Checksum validated dual custody split-knowledge key injection
- Configuration validated by vault access
- Continued operation on paper out/jam
- Automated error recovery

Advertising Support

- Full motion audio/video
- Coupons on demand (optionally presented after each transaction)
- Any number of video clips / coupons
- Schedules based on date range and time-of-day
- Reporting of coupons selected
- Footer “information” on receipt based on time of date range and time-of-day

3.3.2 Scope of Services - Vault Cash Requirements

The ATM Service Provider must have an armoured car service available to deliver on a regular and periodic basis vault cash amounts of \$150,000 depending on scheduled events

The ATM Service Provider must have a relationship with an armoured car company that will provide emergency service and replenishment on a “7/24” basis and must outline that relationship in their proposal submission.

3.3.3 Scope of Services - Staffing

The ATM Service Provider must have 7/24 technical staff support. For greater clarity, the Successful Proponent must provide the following staff and services:

- 800 Cardholder and Tech support number
- Direct cell numbers for senior support staff
- Tech staff to move machines to different locations within Exhibition Place Venues and to make all arrangements with Exhibition Place exclusive service providers for power / telecom connections to each location.
- Armoured car contract designed to have crews meet tech support staff to assist with machine movement.

3.3.4 Scope of Services - 7/24 remote monitoring

Monitoring shall be from the ATM Service Provider to the ATMs themselves and not through a third party or through the Interac switch. This will include as a minimum machine operation, errors and empty cash cassettes.

3.3.5 Scope of Services –ATM Service/Repairs - Logistics

- The ATM Service Provider shall have the ability to react quickly to issues both at the individual machine and network levels. This includes the ability to repair any machine or component that breaks within a four-hour period. Machines that cannot be repaired within that period are to be replaced.
- The ATM Service Provider must have common repair parts, service/diagnostic equipment and receipt paper rolls on hand on site.
- The ATM Service Provider shall have the ability to produce user interface changes to accommodate new applications and advertising opportunities.
- The ATM Service Provider shall provide at its own cost telephone lines to the ATMs.
- The ATM Service Provider, acting reasonably shall maintain each ATM with regards to appearance and cleanliness in a condition acceptable to the Board.

3.3.6 Equipment Requirements

The Enercare Centre

- The ATM Service Provider will install eight (8) ATMs in requested locations, within the confines of the Enercare Centre. Placement locations are to be determined

with the Successful Proponent based on the event schedule and traffic patterns of the facility and events.

Beanfield Centre

- The ATM Service Provider will install one (1) ATM in requested location(s), within the confines of the Beanfield Centre. Placement location(s) are to be determined with the Successful Proponent based on the event schedule and traffic patterns of the facility.

The ATM Service Provider may be called upon to relocate these machines (at its own expense) from time to time to better serve clients as determined by Event Service staff.

3.4 Payment of Fees

Fees payment shall be made on a monthly basis within five (5) business days of the last day of the month for which payment is being made, including a detailed breakdown, in a form satisfactory to the Board, showing the revenue surcharge received by the Successful Proponent for the month for which payment is being made and the calculation of the fee payable plus HST to the Board. There shall be no right to setoff for monies owed to the Board by the Successful Proponent.

3.5 Right to Audit

The Board shall have the right to access and review any and all records pertaining to the ATM revenue. The Board may require an audit of such records by an independent accounting firm, which audit shall be at the Successful Proponent's expense in the event that the results of the audit show an underpayment to the Board greater than 5% of the amount paid to the Board. In the event of an audit, the parties agree that the fees payable shall be adjusted accordingly.

The intent of this RFP process is to establish an agreement with a suitable ATM Service Provider on an Official basis.

4.0 PROPOSAL EVALUATION AND SELECTION PROCESS

4.1 Selection Committee

All Proposals will be evaluated through a comprehensive review and analysis by a Selection Committee, which will include staff of Exhibition Place.

The Selection Committee may at its sole discretion retain additional committee members or advisors.

The aim of the Selection Committee will be to select one (1) Proposal which in its opinion meet(s) the Board's requirements as set out in this RFP and provide(s) the best overall value to the Board. The Proposal selected, if any, will not necessarily be the one

offering the lowest fees or cost (pricing). Pricing is only one of the components that will be used to determine the best overall value for the Board.

By responding to this RFP, Proponents will be deemed to have agreed that the recommendation of the Selection Committee will be final.

4.2 Selection Criteria

The Board shall review, analyze and rate the Proposals in accordance with the evaluation criteria and the weight factors outlined in Appendix E.

4.3 Selection Process and Requirements

The Selection Committee will score the Proposals using the evaluation table in Appendix E.

If the submission fails any mandatory requirements, the Proposal will be rejected.

A Proponent's technical portion of the Proposal must score a minimum of 75% (or 52.5 points) to be considered further.

The Proposal that achieves the highest Total Score will be ranked first. In the event of a tie Total Score, the Proponent achieving the highest score for its technical portion of the Proposal will be ranked first overall.

4.4 Schedule of Events

<u>Event</u>	<u>Date</u>
• Issue of RFP by E-Mail	May 4, 2020
• Proponent Mandatory Information Meeting	N/A
• Deadline for Questions from Proponents	May 13, 2020
• RFP Closing Deadline	May 19, 2020
• Evaluation of Proposals	May 20, 2020
• Interviews with Proponents (if necessary)	May 21, 2020
• Agreement commencement	October 1, 2020

This schedule is subject to change and appropriate written notice of any changes will be provided where feasible.

4.5 Clarifications

As part of the evaluation process, the Selection Committee may make requests for further information with respect to the content of any Proposal in order to clarify its 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 a particular Proponent.

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

4.6 Interviews or Demonstrations

A Proponent whose written Proposal has met or exceeded the minimum score for the technical portion of the Proposal or has received a high ranking, may be invited to an interview with the Selection Committee, the results of which will be used by the Selection Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Proponent(s). The Board reserves the right to interview Proponents. The Selection 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.

The representatives designated by the Selection Committee in its invitation to the Proponent must attend any interview scheduled as part of this evaluation process unless the Board agrees otherwise in writing and at its sole discretion.

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.

Where the staff team proposed by the Proponent is an important element in the selection criteria, the staff team proposed shall be present for the interviews.

No Proponent will be entitled to be present during, or otherwise receive any information regarding any interview with any other Proponent.

Refusal of a Proponent to participate in an interview/demonstration requested by the Board may, in the Board's sole discretion, be considered a failure of the Proponent to comply with a Mandatory Requirement of the RFP and thus subject to disqualification.

4.7 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee to the Board, if required.

Proposal evaluation results shall be the property of the Board and are subject to MFIPPA. Evaluation results may be subject to public release pursuant to MFIPPA.

4.8 Negotiations and Agreement

The award of any Agreement will be at the absolute discretion of the Board. The selection of a recommended Proponent will not oblige the Board to negotiate or execute an Agreement with that recommended Proponent.

Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of the Board.

The Board shall have the right to negotiate on such matter(s) as it chooses with the recommended Proponent without obligation to communicate, negotiate, or review similar modifications with other Proponents. The Board 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 recommended Proponent, all staff and sub-consultants provided by it and the Board may be settled and the issues concerning implementation may be clarified.

Any Agreement must contain terms and conditions in the interests of the Board and be in a form satisfactory to the Board's Solicitor. If the Agreement requires Board approval, then the final Agreement must contain terms and conditions substantially as set out in the Board report authorizing the Agreement. Any Agreement will incorporate as schedules or appendices such part of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services.

The form of Agreement shall generally be in the form attached to this RFP as these terms and conditions of the form of Agreement are mandatory and are not negotiable, subject to any modifications deemed necessary by the Board Solicitor. Any Proponent wishing to request that the Board consider any changes to the terms of the form of Agreement set out in Appendix B must follow the process outlined in section 5 of Appendix A. For lower value contracts, the agreement may be in the form of a purchase order.

If any Agreement cannot be negotiated within thirty (30) business days of notification to the recommended Proponent, the Board may, at its sole discretion, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into an Agreement with any of the Proponents.

5.0 PROPOSAL SUBMISSION REQUIREMENTS

5.1 General Overview

The Board has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals. The Board may reject the Proposal of any Proponent who fails to comply with any such procedures.

Proposals are expected to address the RFP content requirements as outlined herein, and should be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is

essential to the Board's ability to conduct a thorough evaluation. The Board is interested in Proposals that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.

The Board prefers that the assumptions used by a Proponent in preparing its Proposal are kept at a minimum and to the extent possible, that Proponents will ask for clarification prior to the deadline for Proponent questions rather than make assumptions. Proponents should also review sections 3 to 5 of Appendix A with respect to asking questions about the RFP. Where a Proponent's assumptions are inconsistent with information provided in the RFP, or so extensive that the total Proposal cost is qualified, such Proponent risks disqualification by the Board in the Board's sole discretion.

5.2 Proposal Documentation and Delivery

The documentation for each Proposal:

- a) Whether submitted in a sealed envelope or container or via email must display a full and correct return address.
- b) Should be limited to preferably 10 pages, double sided, (for a total of 20 pages) minimum 12-point font, with unlimited appendices.
- c) **NOTE: Submission via email is preferred.** Hard copy submissions must consist of one (1) original clearly marked as such on its first page and preferably, four (4) full photocopies. Whether submitting hard copies or electronically via email, all submissions must contain:
 - (i) A Main Proposal Document as described in the section below titled Proposal Content, including all attachments and appendices as required. (Mandatory)
 - (ii) Form 1 (Proposal Submission Form) completed and signed by an authorized official of the Proponent. This includes the acknowledgement of all addenda received as per Appendix A, item 4. (Mandatory)
 - (iii) Appendix D (Price Detail Form) completed as indicated. (Mandatory)

Note: Form 1 is provided in Appendix C.

- d) Must be completed in a non-erasable medium and signed in ink.
- e) Must not include:
 - (i) any qualifying or restricting statements;
 - (ii) exceptions to the terms and conditions of the RFP that have not be approved through an addendum; or
 - (iii) additional terms or conditions.
- f) Must include references as set out in section 5.3, Subsection 3;
- g) Proponents must have attended the mandatory site / information meeting as per section 2.2;

h) Must be delivered no later than the Closing Deadline to:

Lynn Miller, Purchasing Manager
Enercare Centre, Purchasing Office
100 Princes' Boulevard, Suite 1, Exhibition Place
Toronto, ON, M6K 3C3
OR via email: purchasing@explace.on.ca

Please note: submission via email is preferred.

Delays caused by any delivery service (including Canada Post and courier) shall not be grounds for any extension of the Deadline, and Proposals that arrive after the Deadline will not be accepted.

5.3 Proposal Content

The Proposal should contain the following items:

Letter of Introduction – Introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP. This should contain the same signature as the person signing the submission forms.

Table of Contents – Include page numbers and identify all included materials in the Proposal submission.

Subsection 1 – Executive Summary

Provide a summary of the key features of the Proposal.

Subsection 2 – Proponent Profile

Proponents should have the staff and organization to ensure their ability to deliver and support the proposed project, including the ability to provide timely response and service to the Board over the period of the contract.

a) To permit the Proponent to be evaluated fully as a viable and sound enterprise, include the following information with respect to the Proponent, and if applicable, for each consortium member.

(i) A profile and summary of corporate history including:

- date company started;
- products and/or services offered;
- total number of employees;
- major clients; and
- business partners and the products/services they offer;

- (ii) A profile and summary of corporate history of any parents or subsidiaries and affiliates and the nature of the Proponent's relationship to them (i.e., research, financing and so on).
- b) If the Proponent is a member of a consortium, provide a description of the relationship(s) between consortium members. Please note section 2 of Appendix A regarding consortiums and the requirement that there be a single Proponent.
- c) The Proponent should demonstrate its commitment to diversity by describing its commitment to supplier diversity and to a pro-active employment diversity program, as described in the Exhibition Place Social Procurement Policy, which can be found here:

<https://www.explace.on.ca/files/file/58b5f8ee90161/Item-8-Social-Procurement-Program.pdf>

The evaluation committee will assign points to Proponents' submissions for (c) above.

Subsection 3 – Experience and Qualifications of the Proponent

- a) It is important that the Services be provided by a Proponent who can demonstrate specific knowledge of, and experience in performing similar services for projects of comparable nature, size and scope. In particular, the Proponent should demonstrate the following in its Proposal:
 - (i) Detailed experience of the Proponent with similar projects.
 - (ii) Provide a minimum of three (3) references where professional services were provided to clients equal in scope to this assignment above for the purpose of evaluating the Proponent's experience and track record of success. Each reference should include:
 - the identity of the reference client organization;
 - a contact name and title, address and telephone number;
 - the size and nature of the client's business;
 - a description of the project;
 - the timing and duration of the Proponent's involvement in the project;
 - the services that were provided by the Proponent;
 - date of the project;
 - details regarding the scale of the project; and
 - client's URL address.
 - (iii) Proposals should include a list of names and background information of any sub-contractor the Proponent proposes to employ as a component of service delivery. This will include a list of officers, details of incorporation and state of ownership.

Please note that where the skills/expertise/experience are being provided by a subcontractor to the Proponent or other legal entity apart from the Proponent, a Proposal that does not include the information requested in this Subsection 3 for each such subcontractor or other entity will not be awarded full marks during the evaluation process. In providing references, Proponents agree that the Board can contact the individuals identified as part of the evaluation process and Proponents are responsible to ensure that the referenced individuals are available to be contacted by the Board. The Board will make its own arrangements in contacting the references. Substitution of references will not be permitted after the close of the RFP.

- b) References and Past Performance - The Board's evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance on previous contracts with the City, Board or other agencies of the City.

Subsection 4 – Proposed Staff Team and Resources

It is important that the work be undertaken by a team who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope. In particular, the Proponent should provide the following in its Proposal:

- a) A list of key staff that the Proponent would propose to use for the Services together with their professional qualifications, related project experience and an indication of their duties and responsibilities on this particular project.
- b) Include strategies and individuals that can fulfill the roles and responsibilities for any unforeseen events requiring replacement of team members.
- c) Resumes for proposed individuals are to be included as an Appendix to the Proposal.
- d) A project team organization chart including project lead.
- e) Provide a statement of any conflict of interest, if applicable. Refer to Appendix A – RFP Process Terms and Conditions for information relating to conflicts of interest.

Note: The Proponent should submit signed consent forms authorizing the disclosure of personal information to the Board, or its designated agent(s), for any resumes that are submitted; however, the Proponent will accept all liability if signed consent forms and resumes are not disclosed to the Board.

It is important that key project individuals (i.e. major areas of responsibility) be named, with accompanying indication of guaranteed availability. Continuity of key personnel will be required, with a contractual obligation for substitutions only with full written approval of the Board.

Subsection 5 – Understanding of RFP, Work plan and Deliverables

It is important that the project is started and completed in an efficient and effective manner. The Proponent is requested to provide:

- a) A statement of the Proponent's understanding of the goals and objectives of the project as well as the services the Proponent is expected to provide;
- b) A detailed description of how the Proponent intends to achieve the goals and objectives of the project;
- c) Description of the methodology and approach to managing the Services. This must include a description of phased activities, strategies, briefings, or reports and how communications and service will be handled. Proponents are encouraged to be creative in their approach to investigating best practices and determining what is right for the Board and activities that should be undertaken in the development of the program;
- d) An estimated overall timeline of the project, including an indication of how soon the Proponent could commence work;
- e) Key dates for major deliverables should be clearly defined in the Proponent's detailed work plan;
- f) For each deliverable provide sufficient detail for the reviewers to evaluate the value of the effort expended;
- g) State assumptions regarding roles and involvement of Exhibition Place staff and the estimated amount of their time involvement; and,
- h) Proposed project staffing over the assignment period should include numbers by "classification" for key staff as well as all other staff.

Subsection 4 – Cost of Services (Fees)

A. Payment to the Board

The Proponent must complete and submit the Price Detail Forms located in Appendix D – Supplementary Submission Forms.

Proponents are to submit a detailed fee schedule which shall cover all services and reimbursable expenses including labour, profit, other overhead, materials, equipment, analysis, travel, accommodations, communication, transportation and delivery costs (courier, long distance charges, mileage, etc.), staff time, Board/Proponent meetings, stakeholder/working group meetings (as and where deemed required by the Board), disbursements and any/all other operational costs associated with the Services, excluding all applicable taxes.

The Board shall not be responsible for any additional costs.

Payment to the Board, not including HST, submitted in a Proposal are to be firm for the duration of the RFP process and the term of any resulting Agreement. All prices must be stated in Canadian currency, net of HST. The Proponent shall assume all currency risk.

The Proponent shall be solely responsible for all costs including but not limited to, wages, salaries, statutory deductions and any other expenses and liabilities related to its own personnel, and the Proponent's sub-contractor and suppliers and their respective personnel.

The Proponent shall be solely responsible for any and all payments and/or deductions required to be made including, but not limited to, those required for the Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance, and Income Tax.

B. Taxes

Harmonized Sale Tax (HST) is to be applied to the prices submitted as specified in the relevant sections of the call document or in the Price Schedule provided in the call.

All invoices must clearly show HST as a separate value and HST "registrant" number.

HST for the supply and delivery of materials/goods is to be shown as additional/separate line items on the Price Schedule and any subsequent invoices.

Without restricting the generality of the foregoing, the Proponent acknowledges that, if it is a non-resident person, payments to the Proponent, as a non-resident person, may be subject to withholding taxes under the Income Tax Act (Canada). Further, unless the Proponent, as a non-resident person, provides the Board with an official letter from Canada Revenue Agency waiving the withholding requirements, the Board will withhold the taxes it determines are required under the Income Tax Act (Canada).

C. Optional and/or Additional Pricing

The Proponent must clearly indicate in its Proposal and on the Price Detail Form specific services and products which are additional or optional and which are excluded from the core pricing.

Include an hourly fee schedule for all levels of Proponent's professional, managerial and clerical staff with respect to services not covered (e.g. customization services) and rates for disbursements.

A detailed cost summary of exclusions along with justification for the need must be provided.

D. Payment Terms and Discount Schedule

Propose payment terms for Core Pricing. The Board's standard payment terms are 60 days from the receipt of the invoice. The final payment terms may be subject to further negotiation.

Propose any prompt payment discount terms.

If all the correct billing information has been indicated on the invoice, and no acceptable discount for early payment has been offered, the Board will endeavour to pay within the Consultant's terms from the receipt date of the invoice in the Board's Accounts Payable Section in Enercare Centre, 100 Princess' Blvd., Suite 1 at Exhibition Place.

Payment terms should be clearly indicated on the invoice including early payment terms.

The Board will consider offers of early payment discount terms. Early payment discounts dates will be calculated from the receipt date of the invoice in the Board's Accounts Payable Section and the date of invoice by the Board's Accounts Payable Section.

E. Exhibition Place Invoice/Billing Requirements

To assist in prompt payment, it is essential that all required billing information is provided on the invoice submitted to the Board. Any missing billing information on an invoice will result in a payment delay and the invoice may be returned to you without payment.

It is the Proponent's responsibility to submit correct invoices for payment of services delivered to the Board. If an incorrect invoice is submitted the Proponent will be requested to issue a credit note and submit a new invoice. If the invoice in question offered an early payment discount, the re-issue date of the new invoice will be used to calculate the early payment discount terms.

1) Electronic Invoices

To support an electronic payable environment, Exhibition Place Accounts Payable will accept electronic invoices submitted via email to ap@explace.on.ca.

Electronic invoices submitted must be in a PDF format with either single or multiple invoice(s) per attachment. Do not send hard copy invoices if you have submitted an electronic invoice. If you have any questions regarding this process, please contact Exhibition Place Accounts Payable at 416-263-3616.

2) Billing Address and Contents

- a) All original proponent invoices must be addressed and be sent DIRECTLY to:
The Board of Governors of Exhibition Place

Finance Department
100 Princes' Blvd. Suite 1
Exhibition Place
Toronto, ON, M6K 3C3
c/o Accounts Payable

- b) Invoice(s) submitted to the Board must have complete billing information including:
- (i) Contact name and phone number
 - (ii) Delivery location of goods and/or services (excluding pick-up order)
 - (iii) If the Board's Representative provides a purchase order number then this purchasing number should be included on the invoice
 - (iv) Complete "Remit To" address is required on all submitted Consultant invoices

Invoices that do not contain the required billing information may be returned without payment to the Proponent for correction until they are fully corrected and the revised date would be the date of invoice receipt.

The service provider is to provide backup documentation directly to the Board's Representative, not to Accounts Payable.

The total value specified in a contract including all charges, excluding any applicable taxes, is not to be exceeded without further authorization.

A contract shall not be valid once the specified term has elapsed unless an extension has been requested by the Board.

Exhibition Place does not currently provide direct deposit payment option.

For any further proponent invoicing information, please contact Exhibition Place Accounts Payable at 416-263-3616.

APPENDICES

APPENDIX A

RFP PROCESS TERMS AND CONDITIONS

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1. Proponent's Responsibility

Each Proponent is responsible to:

- (a) examine all the components of this RFP, including all appendices, forms and addenda;
- (b) acquire a clear and comprehensive knowledge of the required Services before submitting a Proposal;
- (c) become familiar, and (if it becomes a Successful Proponent) comply, with all of the Board and City Policies referred to in this RFP

The failure of any Proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into or Purchase Order issued based on the Proponent's Proposal.

2. Prime Proponent

A Proposal by a consortium of two or more entities may be submitted, but one person or company must be shown as the prime Proponent and be prepared to represent the consortium to the Board by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of the Agreement.

Where a Proposal is made by a prime Proponent with associate firms working with or under the prime Proponent in either a sub-contracting or consortium relationship, it is required that those associate firms be named in the Proposal.

3. Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to the employee(s) designated as "Board Contact" as defined.

No Board representative, whether an official, agent or employee, other than those identified "Board Contact" are authorized to speak for the Board with respect to this RFP process, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk. Not only shall the Board not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

From and after the date of this RFP until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any potential Proponent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any Board staff, Board officials or Board member(s), other than a communication with the "Board Contact" as defined.

Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140, Lobbying, shall apply.

For your information, please find below the links to the City's Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement:

http://www.toronto.ca/legdocs/municode/1184_140.pdf
http://www.toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf

4. Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum sent electronically in Adobe PDF format to Proponents. Only answers to issues of substance will be addressed. The Board reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the Board if, in its opinion, the Board determines more time is necessary to enable Proponents to revise their Proposals.

All Proponents must acknowledge receipt of all Addenda in the space provided on the Proposal Submission Form.

The Board will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Deadline.

5. Exceptions to Mandatory Requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the Board in writing not later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the Board wishes to accept the proposed change, the Board will issue an Addendum as described in the section 4 above. The decision of the Board shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the Board by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

6. Omissions, Discrepancies and Interpretations

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the Board's Contact in writing not later than the deadline for questions. If the Board considers that a correction, explanation or interpretation is necessary or desirable, the Board will issue an Addendum as described in the Section 4 above. The decision and interpretation of the Board shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

7. Incurred Costs

The Board will not be liable for, nor reimburse, any potential Proponent or Proponents, as the case may be, for costs incurred in the preparation and submission of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the Board, as the case may be.

8. Limitation of Liability

The Board shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Proponent prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the Board of any Proposal, or by reason of any delay in acceptance of a Proposal, except as provided in this RFP.

9. Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted.

A Proponent may withdraw its Proposal at any time prior to the Deadline by notifying the Board Contact designated in this RFP in writing on company letterhead or in person, with appropriate identification. Telephone and e-mail requests will not be considered.

A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

After the Deadline each submitted Proposal shall be irrevocable and binding on Proponents for a period of 120 days.

If the Board makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall then form part of the Proposal.

10. No Collusion

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If the Board discovers there has been a breach at any time, the Board reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

11. Prohibition against Gratuities

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the Board in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the Board's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the Board determines that this article has been breached by or with respect to a Proponent, the Board may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

12. Acceptance of Proposals

The Board shall not be obliged to accept any Proposal in response to this RFP.

The Board may, without incurring any liability or cost to any Proponent:

- a) accept or reject any or all Proposal(s) at any time;
- b) waive immaterial defects and minor irregularities in any Proposals;
- c) modify and/or cancel this RFP prior to accepting any Proposal;
- d) award a contract in whole or in part.

The Board is relying on the experience and expertise of the Proponent. The Board reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of the Board.

13. Verification

The Board reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information.

If, in the opinion of the Board, any Proponent has clearly misinterpreted the Services or underestimated the hours or value of the Services to be performed as reflected in its Proposal content and submitted price/fees, or all or any or any combination of them, then the Board may reject its Proposal as not representative of the scope of the Services.

14. Unbalanced Bids (in this paragraph “Bid” refers to the Proposal)

The Board may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced.

A bid is materially imbalanced when:

- (1) it is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
- (2) the Board had determined that the proposal may not result in the lowest overall cost to the Board even though it may be the lowest submitted bid; or
- (3) it is so unbalanced as to be tantamount to allowing an advance payment.

15. Conflicts of Interest

In its Proposal, the Proponent must disclose to the Board any potential Conflict of Interest that might compromise the integrity of the call process or the performance of the Services. If a Conflict of Interest does exist, the Board may, at its discretion, refuse to consider the Proposal. The Proponent has an ongoing duty to disclose any potential Conflict of Interest while engaged in the call process and thereafter in the performance of the Services. If a potential Conflict of Interest exists or arises during the evaluation process or the negotiation of the Agreement, the Board may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the Board’s sole satisfaction.

The Proponent must also disclose whether it is aware of any Board employee, Council member or Board member having a financial interest in the Proponent and the nature of that interest.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential Conflict of Interest, then the Proponent will so inform the Board. If the Board requests, then the Proponent will

refuse the new assignment or will take such steps as are necessary to remove the potential Conflict of Interest concerned.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a Conflict of Interest may arise. The Successful Proponent for this project may participate in subsequent/other Board projects provided the Successful Proponent has satisfied pre-qualification requirements of the Board, if any, and in the opinion of the Board, no Conflict of Interest would adversely affect the performance and successful completion of an Agreement by the Successful Proponent.

16. Ownership and Confidentiality of Board-Provided Information

All correspondence, documentation and information provided by Board staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

- a) is and shall remain the property of the Board;
- b) must be treated by Proponents and prospective Proponents as confidential;
- c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

17. Ownership and Disclosure of Proposal Documentation

(1) The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the Board by any Proponent in connection with, or arising out of this RFP, once received by the Board:

- a) shall become the property of the Board and may be appended to the Agreement and/or Purchase Order with the Successful Proponent;
 - b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")*, and may be released, pursuant to that Act.
- (2) Because of *MFIPPA*, Proponents should identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
- (3) Each Proponent's name at a minimum shall be made public.

18. Intellectual Property Rights

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the Board, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the Board brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

19. Quasi-Criminal/Criminal Activity of a Proponent:

The Board may reject a Proposal or Proponent if the Board:

- a) Confirms that the Proponent or any individual that owns, directs, or controls the Proponent has been charged with or convicted of an offence under the Criminal Code, an offence under other applicable Requirements of Law, or an offence pursuant to similar laws outside of Ontario, or has been named in an order or similar enforcement measure by a regulatory authority;
- b) Determines that this charge, conviction or order is material to the given procurement; and
- c) Determines that, in light of this charge or conviction, awarding to that Proponent could compromise the delivery of the goods or services or would otherwise undermine the business reputation of the Board or the public's confidence in the integrity of the call process.

20. Publicity

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of the Board.

21. 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.

APPENDIX B

Draft form of Agreement

This AGREEMENT made in triplicate this day of , 2020

BETWEEN:

THE BOARD OF GOVERNORS OF EXHIBITION PLACE

(the "Board")

OF THE FIRST PART

-and-

XXXXXXX

OF THE SECOND PART

WITNESSES THAT:

WHEREAS the Board issued Request for Proposals No. XXXXXXX, dated XXXXXXX, 2020, including Addenda, (the "RFP"), attached to this Agreement as Schedule "A" and constitutes a part thereof, to obtain proposals for automatic teller machines at the Enercare Centre and Beanfield Centre at Exhibition Place;

WHEREAS XXXXXXX submitted a Proposal dated XXXXXXX in response to the RFP, which Proposal was accepted by the Board at its meeting XXXXXXX and which is attached to this Agreement as Schedule "B".

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. DEFINITIONS

"Agreement" means this agreement including all Schedules;

"ATM" means an automatic teller machine;

"Board" means The Board of Governors of Exhibition Place being a local board of the City as continued by Section 407 of the *City of Toronto Act, 2006*;

"Board Transaction Fee" means the separate per transaction fee payable to the Board by XXXXXXX under Subsection 4(1) (a) of this Agreement;

"Buildings" means the buildings making up the, Enercare Centre including the Beanfield Centre (Conference Centre), Better Living Centre, and QE Exhibit Hall;

"CEO" means the Chief Executive Office of the Board, or her designate;

"City" means the City of Toronto as continued by the *City of Toronto Act, 2006* and includes the Board of Governors of Exhibition Place, where appropriate;

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*;

"Grounds" means the lands consisting of 192 acres, which makes up Exhibition Place Park;

"Proposal" means the proposal dated XXXXXXXX attached as Schedule "B" to this Agreement submitted by XXXXXXXX in response to the RFP;

"RFP" means the Request for Proposals dated, XXXXXXXX issued by the Board and attached as Schedule "A" to this Agreement;

"Tenanted Buildings," means any building or portion of a building at Exhibition Place, which is under the exclusive control of a tenant or licensee of the Board;

"Work" means all services and deliverables to be provided by XXXXXXXX as described in Section 3 of the RFP;

"7/24" means seven days per week, 24 hours per day and all 365 days of the year.

2. THE BOARD AGREES

- (1) to allow XXXXXXXX, at no cost to the Board, to install and operate a minimum number of ATMs during the Term as follows:
 - (a) XXXXXXXX in the Enercare Centre as may be determined based on the Enercare Centre event schedule and traffic patterns from time to time;
 - (b) XXXXXXXX in the Beanfield Centre as may be determined based on the Beanfield Centre event schedule and traffic patterns from time to time, provided that additional machines shall be installed and operated by XXXXXXXX from time to time during the Term as required by the Board to address the needs of the Buildings and the general public;
- (2) That XXXXXXXX shall be the official supplier of ATM services providing top quality ATM services in the Enercare Centre and Beanfield Centre, Better Living Centre and QE Exhibit Hall.
- (3) To allow XXXXXXXX to set up the ATMs provided that:
 - (a) XXXXXXXX properly maintains each one (with regards to appearance and cleanliness etc.) in a condition acceptable to the Board acting reasonably;
 - (b) XXXXXXXX maintains the machines with respect to ensuring that they operate efficiently, are replenished with cash on a daily basis

and that XXXXXXXX provides competent, qualified staff to repair the ATMs on a timely basis should they malfunction as per subsection 3.3.5 of the RFP and

- (c) XXXXXXXX shall, at its own cost, provide telecommunication/communication lines to the ATMs;
- (4) to provide general building security only, provided that XXXXXXXX acknowledges and agrees that the Board is not responsible in any way for damage or loss to the ATMs unless such loss or damage is caused as a result of the gross negligence of the Board; and
- (5) subject to subsection 3(7) below, to provide XXXXXXXX and its security company with reasonable access to the grounds of Exhibition Place in order to service and maintain the ATMs and provide any necessary passes.

3. XXXXXXXX AGREES

- (1) at its own cost and expense, to supply, install, operate and maintain the ATMs in the Buildings in conformity with the requirements of the RFP (including specifically the requirements of subsection 3.3, "Deliverables", of the RFP) and in conformity with all applicable federal, provincial and local laws, regulations, by-laws or ordinances applicable to the Work including, without limitation, the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act, 1997*, or any successor legislation, as applicable, and to provide to the Board, upon request, periodic reports confirming such compliance;
- (2) to comply with all collective agreements in force and in effect from time to time between the Board/and any union or association in respect of the lands and buildings at Exhibition Place. Without restricting the generality of the foregoing, XXXXXXXX
 - (a) shall obtain any clearance required by any union or trade organization having any jurisdiction over any part of any work to be done by XXXXXXXX in Exhibition Place; and
 - (b) shall endeavour not to prejudice any relationship between the Board and any union or trade organization;
- (3) that the ATMs shall be installed and operational by no later than the first day of the Term in the case of the Enercare Centre;
- (4) that it shall at all times make available appropriately skilled personnel and provide the necessary materials, tools, machinery and supplies to carry out the Work required under this Agreement; XXXXXXXX must provide the following staff and services:
 - a) 800 Cardholder and Tech Support number;

- b) Direct cell numbers for senior support staff;
 - c) Tech staff to move machines to different locations with ECC and Beanfield Centre and to make all arrangements with Enercare Centre and Beanfield services for power/telecom connections to each location.
- (5) that it shall be solely responsible for the payment of every sub-contractor employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under this Agreement and shall coordinate the services of its sub-contractors in a manner acceptable to the Board and ensure that they comply with all the relevant requirements of this Agreement;
- (6) to be liable to the Board for all costs or damages arising from acts, omissions, negligence or wilful misconduct of its employees, sub-contractors and the employees of its subcontractors and third-party service providers;
- (7) to assume all responsibility for the cash loading of the ATMs and to ensure that the cash in each ATM is replenished on a regular daily basis, and to provide for any necessary security (armoured car service and loading) which may be required; XXXXXXXX must have a relationship with an armoured car company that will provide emergency service and replenishment on a "7/24" basis.
- (8) to provide all equipment and maintain the ATMs in good working order and to have service and technical support available twenty-four (24) hours per day, seven (7) days per week with a response time not to exceed four (4) hours from the time that a repair call is made; XXXXXXXX must have common repair parts, service/ diagnostic equipment and receipt paper rolls on hand on site;
- (9) to carry general liability, property and crime insurance in such form and amount as required by the Board herein and that the Board are not responsible in any way for damage or loss to the ATMs or contents, including any loss suffered by a user of the ATMs, unless such loss or damage is caused as a result of the gross negligence of the Board;
- (10) that Exhibition Place is from time to time closed to the general public (e.g. during the annual CNE), with admittance by general admission only, and that access to the Buildings and the grounds during such periods shall be as agreed by the parties from time to time;
- (11) that it may only, during the Term of this Agreement, impose a surcharge per ATM transaction of \$ XXXXXXXX for all ATMs permitted under this Agreement;
- (12) that XXXXXXXX shall relocate, at its sole expense, the ATMs where required to do so by the Board;

- (13) that the Board shall approve the model and style of all ATMs installed pursuant to this Agreement;
- (14) that this Agreement shall not apply to the Coca-Cola Coliseum or BMO Field or any Tenanted Building at any time during the Term, or to the Enercare Centre and the grounds of Exhibition Place during the period of the Royal Agricultural Winter Fair (RAWF), Canadian National Exhibition (only outside of the Enercare Centre) and the Honda Indy;
- (15) that this Agreement shall not preclude the Board/ from permitting other ATM companies to be sponsors or do business for events within the Enercare Centre, if requested by the Enercare Centre clients, or during the CNE; and
- (16) that XXXXXXXX shall provide on-site personnel during events at the Buildings as required by the Board.

4. RATES AND FEES

- (1) For the rights and privileges granted to it under this agreement, XXXXXXXX agrees to pay the Board a Board Transaction Fee (exclusive of HST) of \$ XXXXXXXX per transaction for all ATMs located in the Buildings or such other increased fee as the parties may negotiate;
- (2) payment shall be made by certified cheque payable to the Board on a monthly basis within five (5) business days of the last day of the month for which payment is being made;
- (3) XXXXXXXX shall also submit to the Board a detailed breakdown, in a form satisfactory to the Board, showing the gross surcharge revenue received by XXXXXXXX for the month for which payment is made;
- (4) the Board shall have the right to access and review any and all records pertaining to the ATM revenue. The Board may require an audit of such records by an independent accounting firm, which audit shall be at XXXXXXXX 's expense in the event that the results of the audit show underpayment to the Board greater than 5% of the amount paid to the Board;
- (5) in the event of an audit pursuant subsection 4(4), the parties agree that the fees payable under this section shall be adjusted in accordance with the audit results.

5. PAYMENT OF TAXES/UTILITIES

XXXXXXX shall be solely responsible for the payment of all taxes, rates, duties, levies, fees, charges, sewer levies, local improvement rates, and assessments whatsoever, such taxes, rates, duties, levies, fees, charges, sewer levies, local improvement rates, and assessments imposed, assessed, levied or charged now or in

the future by any regional, provincial, federal, parliamentary or other governmental body, including the City, in connection with the business of XXXXXXXX including, without limitation, any such taxes which are levied in substitution or in lieu of or in addition to any of the foregoing. XXXXXXXX shall pay or cause to be paid when due the cost of all utilities consumed by it in respect of the ATMs.

6. WARRANTY

- (1) In addition to the representations and warranties as contained in Appendix “B” to the RFP, XXXXXXXX represents and warrants to, and in favour of, the Board (it being acknowledged that the Board is relying on such representations and warranties in entering into this Agreement) that:
 - (a) it has all necessary licenses and permits required to install and operate the ATMs;
 - (b) that it has the knowledge, skill and experience to set up, install and operate the ATMs; and,
 - (c) that it will maintain, a team of well-qualified, competent and experienced staff necessary to maintain the ATMs in accordance with the response time specified in subsection 3(8).

- (2) XXXXXXXX acknowledges that any approval or permission by or on behalf of the Board is given without liability to the Board and that the responsibility for the ATMs shall at all times remain that of XXXXXXXX and XXXXXXXX shall provide insurance in accordance with section 10.

7. SET OFF

There shall be no right of set off for monies owed to the Board by XXXXXXXX

8. TERM

The term of this Agreement shall be for four (4) years, commencing XXXXXXXX, and terminating at the close of business on XXXXXXXX.

9. TERMINATION

- (1) Any breach or default of any of the covenants and agreements herein contained or any failure on the part of XXXXXXXX to perform its obligations or any of them in a manner satisfactory to the CEO shall entitle the CEO, at his sole discretion, upon at least ten (10) days prior written notice,
 - (a) to immediately suspend the installation or operation of the ATMs until such time as the CEO is fully satisfied that compliance or performance has been achieved; or,
 - (b) to terminate this Agreement forthwith, in which case there shall be no payment due or obligation on the part of the Board, except for those accrued to the date of termination;

- (c) all costs and expenses incurred by the Board shall be those of (), which shall reimburse the Board for all out of pocket expenses incurred by the Board as a result of such termination; and
 - (d) appoint an ATM services provider in the place of XXXXXXXX from the time of such termination and XXXXXXXX shall not be entitled to any claim against the Board with respect thereto, nor to any refund or compensation therefore.
- (2) Despite subsection (1) above, the Board may, in addition to its other rights and remedies, elect to immediately terminate this Agreement in the following circumstances:
- (a) In the event that XXXXXXXX becomes unable to pay its debts or becomes bankrupt or has a receiving order made against it or makes an assignment for the benefit of its creditors or, if an order is made or resolution passed for the winding up of XXXXXXXX or if XXXXXXXX takes the benefit of any statute for the time being in force relating to bankruptcy or insolvent debtors;
 - (b) Where XXXXXXXX is sold to another firm, organization or enterprise;
 - (c) Where XXXXXXXX is found to be sub-contracting the Work without the prior written approval of the Board;
 - (d) Where XXXXXXXX is negligent; or
 - (e) Where XXXXXXXX persistently disregards federal, provincial and local laws, regulations, by-laws or ordinances, or fails to follow any established practices, instructions, rules or requirements as set out by the Board.

10. INSURANCE

- (1) XXXXXXXX shall effect, maintain and keep in force, at its sole cost and expense (including payment of deductibles) throughout the duration of this Agreement, the following policies of insurance:
- (a) Comprehensive General Liability insurance on an occurrence basis against claims for broad blanket contractual liability, employer's liability, contingent employer's liability, broad form property damage, crime coverage, non-owned automobile liability, contractor's and owner's protective liability, products liability, personal injury, bodily injury including death and property damage suffered by others arising in connection with the ATMs or out of the operations and liabilities of XXXXXXXX as contemplated by this Agreement, indemnifying and insuring XXXXXXXX, the Board, and the City and their respective officers, employees, elected officials and agents or subcontractors, in such amounts and to such extent as a prudent person in such business would, from time to time, carry, provided that this amount shall not initially be less than FIVE MILLION CAD (\$5,000,000.00) for any personal or bodily injury, death, property damage or other claim in respect of any one accident or occurrence and, without limiting the foregoing, with provisions for cross-liability and severability of interests;

- (b) “all risks” property insurance covering the ATMs, trade fixtures and equipment of XXXXXXXX on a full replacement basis; and
 - (c) standard owner's automobile liability insurance with limits of not less than one million dollars (\$1,000,000.00) in respect of any one accident.
- (2) Evidence of the insurance required under this Section, in the form of an original certificate of insurance, shall be delivered to the Board prior to the commencement of the engagement, and the policies of insurance shall be kept in full force and effect for a period of time ending no sooner than one (1) year after the termination or expiry of this Agreement, as the case may be.
 - (3) The insurer shall provide the Board with thirty (30) days notice of any change in coverage or cancellation of the policies.
 - (4) The amount of the insurance policies required under this section shall not be construed as a limit on the liability of XXXXXXXX under this Agreement;
 - (5) The insurance policy or policies placed by XXXXXXXX pursuant to this section shall be primary and shall not call into contribution any insurance available to the Board. The Parties agree that the amount of such insurance may be increased at the discretion and request of the Board, at any time during the Term, which discretion shall not be unreasonably exercised.
 - (6) At the expiry date of the policy, XXXXXXXX shall provide original signed Certificates evidencing renewals or replacements to the City prior to the expiration date of the original policies, without notice or request by the Board.
 - (7) The Board shall have the right to require XXXXXXXX to provide evidence, from time to time, satisfactory to the CEO, that the insurance policies are in conformity with the requirements of this Agreement.

11. INDEMNITY

- (1) XXXXXXXX hereby indemnifies, saves harmless and defends the Board and the City, and their respective officers, employees, elected officials and agents or subcontractors (the “Indemnitees”), from and against all claims, demands, costs, charges and expenses, including any loss or damage the Indemnitees, or any of them, may sustain as a result of any claim, suit or proceedings (including, without limitation, any claim by a user of the ATMs for machine malfunction or card theft) made or brought against the Indemnitees, or any of them, related to or arising XXXXXXXX exercise of its rights under this Agreement or failure to perform its obligations under this Agreement. XXXXXXXX will be required to discharge any and all liens that may be registered against Exhibition Place resulting from the performance of work and shall fully indemnify the Board, and the City in respect thereof.

- (2) XXXXXXX further indemnifies, saves harmless and defends the Board and the City, their respective elected officials, officers, employees, and agents or subcontractors from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or misuse, or by any of the deliverables developed or provided or supplied under or used in connection with the ATM services (including the provision of the services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.
- (3) This section shall survive termination of this Agreement.
- (4) agrees that all persons employed by XXXXXXX are the employees of XXXXXXX and XXXXXXX indemnifies, saves harmless and defends the Board and the City, their respective elected officials, officers, employees, and agents or subcontractors with regards to the payment and remittance of all appropriate salaries and wages and benefits including but not limited to, CPP, Employment Insurance, Employer Health Tax, Vacation Pay, Severance Pay, Workers' Compensation and withholding Taxes.

12. SOLE AND EXCLUSIVE REMEDY

Notwithstanding anything in this Agreement or otherwise to the contrary, the sole and exclusive remedy of either party for any claim, loss or damage in any way related to, or arising out of, this Agreement shall be limited to its actual direct damages and shall not under any circumstances, extend to any loss of profits, loss of business, or any indirect, consequential, incidental, exemplary or punitive losses or damages of any kind or nature whatsoever or however caused.

13. NOTICE

Any notice, demand, request, or other communication which may or is required to be given, served or exercised by or upon the Board pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally upon an executive officer of the Board, or mailed by registered mail, return receipt requested or sent by telephone, facsimile transmission, or telegram, by courier or by depositing in the mail, postage prepaid by registered mail, a letter addressed to:

The Board of Governors of Exhibition Place
Enercare Centre Exhibition Place
100 Princes' Blvd, Suite 1
Toronto, Ontario
M6K 3C3

Attention: Chief Executive Officer
Fax No. (416) 263-3690

Or such other address as the Board may advise in writing, or may be served upon the Board or any other person hereafter authorised by the Board to receive such notice.

Any notice, demand, request, or other communication which may or is required to be given, served or exercised by or upon XXXXXXXX pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally upon an executive officer of XXXXXXXX or mailed by registered mail, return receipt requested or sent by telephone, facsimile transmission, or telegram, by courier or by depositing in the mail, postage prepaid by registered mail, a letter addressed to:

XXXXXXX
XXXXXXX
XXXXXXX

Attention:
Fax No.

Or such other address as XXXXXXXX may advise in writing, or may be served upon XXXXXXXX or any other person hereafter authorised by XXXXXXXX to receive such notice;

Any notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served and, if served personally or by facsimile transmission or telegram, shall be deemed to be the date of delivery thereof or, if mailed or delivered by courier as aforesaid, shall be deemed to have been received in three (3) days from such mailing, or in the case of delivery by courier, within two (2) business days following the pick-up by the courier.

14. INDEPENDENT CONTRACTOR

Except as expressly set out herein neither party has the authority to contract on behalf of the other or bind the other to any agreement. Neither party, nor any of its servants, agents or independent contractors shall hold themselves out as acting by or on behalf of the other or in any way being a representative of the other.

15. PARTNERSHIP OR JOINT VENTURE

Nothing herein contained shall make, or be construed to make the Board or XXXXXXXX a partner of one another nor shall this agreement be construed to create a partnership or joint venture between any of the parties hereto or referred to herein.

16. ENTIRE AGREEMENT

It is agreed by the parties hereto that this Agreement supersedes all other agreements between the parties, oral or in writing, relating to the subject matter of this Agreement and that there are no representations or undertakings apart from this Agreement and the entire agreement is contained in this Agreement and shall be

binding upon the parties to it and upon their heirs, executors, administrators and successors and any authorised assigns, and cannot be waived or varied by any oral representation or undertaking.

17. AMENDMENTS

This Agreement and its related terms and conditions and Schedules is not subject to amendment except by written agreement executed by both parties.

18. NON-ASSIGNMENT

XXXXXXX shall not make any sub-contract or assign any part of its rights under this agreement without the prior consent in writing of the Board. For the purposes of this Agreement, "assignment" shall include a sale of shares or other action resulting in a change of ownership or control of XXXXXXX. Such consent may be withheld in the absolute discretion of the Board. Such consent shall not under any circumstances relieve XXXXXXX of its liabilities and obligations under this Agreement.

19. SEVERABILITY

In the event any part of this Agreement is rendered void, invalid or unenforceable by any court or rule of law for any reason then the remainder of this Agreement shall not be affected thereby in any way but shall remain enforceable.

20. WAIVER OR BREACH

Failure of either party to enforce any provision hereof shall not constitute a waiver or effect the right of either party at a later date to enforce the waived provision or any other provision. No waiver of any breach shall affect or alter this agreement but, each and every covenant, agreement, term and condition of this agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

21. FORCE MAJEURE

Each of the parties shall be excused from the performance of any obligation hereunder to the extent that such obligation is hindered or prevented by any strike, boycott, lockout, or other labour dispute, act of God, any riot, civil disturbance, or any act of war or of the public enemy; any fire or theft, any present or future governmental law, ordinance, rule or regulation, or any other cause or contingency beyond the parties' control.

22. CONFLICT

In the event of a conflict between the parties, the decision of the CEO of the Board shall be binding.

23. NON-EXCLUSIVE RIGHTS

This Agreement shall not be a guarantee of exclusivity to XXXXXXXX.

24. CONFIDENTIALITY

XXXXXXX shall treat as confidential all information of any kind which is the property of the Board and which comes to the attention of XXXXXXXX in the course of carrying out this Agreement and shall not disseminate such information for any reason without the express written permission of the Board.

25. CONSTRUCTION OF THIS AGREEMENT

- (1) This Agreement shall be deemed to have been made in the Province of Ontario and its validity, construction, performance and enforcement shall be governed by the laws of the Province of Ontario which shall be the forum to resolve all disputes;
- (2) The section headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be part of this Agreement or to define, limit or describe the scope or intent of this Agreement or the particular section hereof to which they refer.
- (3) Whenever the context shall so require, the singular shall include the plural and the plural shall include the singular.
- (4) Whenever the context shall so require, this agreement shall be read with all changes of gender or number required by the context.

26. TIME OF THE ESSENCE

In all matters pertaining to this Agreement, time shall be of the essence.

27. PRIORITY OF DOCUMENTS

In the event of inconsistency among the terms of this Agreement, the RFP and the Proposal, the following order of precedence shall govern:

Agreement
Proposal
RFP

15. The Board's Representative with respect to this Agreement and the provision of the Services is:

[name] [title].

APPENDIX C

STANDARD SUBMISSION FORMS

FORM 1: Proposal Submission Form – Mandatory

PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL NO. EPRFP 2020-35973

Automated Teller Services (ATM)

CLOSING: 12:00 NOON (LOCAL TORONTO TIME) May 19, 2020

1. **PROPONENT INFORMATION** Please complete the following, and name one (1) authorized person to be the contact for the procurement process and for any clarifications or amendments that might be necessary.

Full Legal Name of Proponent:	
Any Other Trade Name under Which the Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
Contact Person and Title:	
Contact Phone:	
Contact Facsimile:	
Contact E-mail:	

2. REQUEST FOR PROPOSAL TERMS, CONDITIONS AND SPECIFICATIONS

By signing this form, the Proponent agrees that if selected to provide the goods and/or services described in this RFP, they will provide those goods and/or services in

accordance with the terms, conditions, and specifications contained in the RFP and in accordance with the Proponent's Proposal.

3. POLICIES

The Consultant has read, understood and agrees to comply with the Board's purchasing policies and legislation found at www.explace.on.ca/procurement

Without limiting the Consultant's acknowledgement of the Board's policies, the Consultant makes the following declarations and agrees to provide the Board with ongoing disclosure of any changes to the declarations and information provided below during the RFP process or the term of any contract.

3.1 CONFLICTS OF INTEREST OR UNFAIR ADVANTAGE

For the purposes of this section, the term "Conflict of Interest" means

- (a) in relation to the procurement process, the Proponent has, or is seen to have, an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Board in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the procurement process; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Potential Conflicts of Interest or unfair advantage include, but are not limited to:

- (1) Engaging current or former Board employees or public office holders to take any part in the preparation of the proposal or the performance of the contract if awarded, any time within two (2) years of such persons having left the employ or public office of the Board;
- (2) Engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the procurement process or performance of the contract, if awarded;
- (3) Prior involvement by the supplier or affiliated persons in developing the technical specifications or other evaluation criteria for the solicitation;
- (4) Prior access to confidential Board information by the supplier, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective Proponents; or
- (5) The Proponent or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the Board in relation to a previous contract.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in connection with preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP process.

The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the procurement.

If the Proponent declares an actual or potential Conflict of Interest, the Proponent must set out the details below:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the City and have ceased that employment within twenty-four (24) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with the Board:
Name of Last Supervisor:
Brief Description of Individual’s Job Functions:
Brief Description of Nature of Individual’s Participation in the Preparation of the Proposal:

(Repeat above for each identified individual. Proponents may include this information on a separate sheet if more space is required)

The Proponent agrees that, upon request, the Proponent shall provide the Board with additional information from each individual identified above in a form prescribed by the Board.

3.2 DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & BOARD POLICY

Organizations/individuals in Ontario, including the Board, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the Board also has policies that prohibit discrimination on the additional grounds of political affiliation or

level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The Board requires all organizations and individuals that contract with the Board to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & Board Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding.

For a copy of the Board's Policy, visit the website:

<http://10.11.0.3/wp-content/uploads/2019/01/Human-Rights-and-Anti-Harassment-Discrimination-Policy1>

Declaration:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under Board policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the Board, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the Board to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the Board, in consultation with the City Solicitor, may result in the termination of the contract.

3.3 DECLARATION OF COMPLIANCE WITH THE CITY OF TORONTO FAIR WAGE AND LABOUR TRADES POLICY

By signing this form, the Proponent acknowledges and certifies that the Proponent, and any of its proposed subcontractors, will provide the services in compliance with the City's Fair Wage and Labour Trades Policy.

The policy and schedules are available on the Fair Wage Office website:
www.toronto.ca/fairwage

3.4 ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING REQUIREMENTS POLICY

For a copy of the Board's Policy, visit the website:

<http://10.11.0.3/wp-content/uploads/2019/01/Accessibility-Policy.pdf>

4. DISCLOSURE OF INFORMATION

The Proponent hereby agrees that any information provided by the Proponent in its Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the Board to the Board's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

The Proponent shall provide the Board with *ongoing disclosure*, should the Proponent be awarded a contract and any of the information provided above changes.

5. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE

The Consultant is deemed to have read and taken into account all addenda issued by the Board prior to the Deadline for Issuing Addenda. The Consultant is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: [insert a line here]. Consultants who fail to complete this section will be deemed to have received all posted addenda.

6. ACKNOWLEDGEMENT BY PROPONENT

The Proponent hereby agrees that by signing this Form 1 it has reviewed and understood all policies, requirements and standards set out in subsections 1, 2, 3, 4 and 5 above.

.....

SIGNATURE OF AUTHORIZED SIGNING OFFICER

PRINTED NAME OF SIGNING OFFICER

I have authority to bind the proponent and attest to the accuracy of the information provided in this proposal.



THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED NON-COMPLIANT.

**APPENDIX D
SUPPLEMENTARY SUBMISSION FORMS**

Price Detail Form

**MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR
PROPOSAL WILL BE DECLARED NON-COMPLIANT**

Table 1: Fee Schedule

RFP No. EPRFP 2020-35973

Item No.	Automated Teller Machine Services	Rebate per transaction
1.	Rebate per transaction Scope of Work as indicated in Section 3.0	\$

The Proponent shall complete Table 2 proposed in Section 5.3 of this RFP.

All prices shown in Table 1 **must exclude all applicable taxes (H.S.T.)**

**APPENDIX E
PROPOSAL EVALUATION TABLE**

PROPONENT'S NAME: _____ Evaluation By: _____ Date: _____

EVALUATION CRITERIA	EPRFP 2020-35973	
STAGE 1: Compliance with Mandatory Submission Requirements (Appendices C & D)	PASS / FAIL	
STAGE 2 – Technical Evaluation (Section 5.3 – Proposal Content)	Available Points	Awarded Points
A) Proponent Company Profile & Experiences (Subsection 2) 1. Profile and Professionalism of the company 2. Company's policy indicating commitment to employee and supplier diversity and whether a certified Diverse Supplier. 3. Environmental benefits outlined in Proponent's submission.	20	
B) Experience and Qualifications (Subsection 3) 1. Detailed experience of the Proponent with provision of ATM services. 2. Previous experience specific to projects where services were provided in accordance with requirements – specific to the provision of ATM services in large entertainment complexes.	20	
C) Competitiveness and Fairness of Cost to Customers 1. Transaction/User fee	20	
D) Demonstrated high level of understanding of the scope of work and RFP goals/requirements	10	
TOTAL Stage 2	70	
STAGE 3 – Interview/Presentation and/or reference checks, if required (See Section 4.6 for further information)	N/A	
Proponents must score a minimum 52.5 out of 70 points in Stage 2, to be further considered for cost.		
STAGE 4 – Rebate per transaction – Proponent's Fee (Subsection 4)	\$	
The highest rebate per transaction Proposal receives 30 points; and the remaining Proposals are assigned points based on this formula: [(highest rebate Proposal ÷ Proponent rebate per transaction Proposal) x 30]	30	
TOTAL SCORE	100	

**APPENDIX “F”
SITE PLAN**

The Exhibition Place Site Plan can be found at:

<https://www.explace.on.ca/files/file/5b5b87a131c5d/Exhibition-Place-Grounds-Map-Master-File-FINAL-Jul2018.pdf>