

REQUEST FOR BID

FOR

1-YEAR ZAMBONI ADVERTISING CONTRACT

LEASIDE MEMORIAL COMMUNITY GARDENS ARENA

PART I – INTRODUCTION

1.1 Invitation to Advertisers and Purpose of RFB

This Request for Bid ("**RFB**") is an invitation to prospective advertisers to submit a bid for the purpose of securing an exclusive license to advertise on one (1) ice resurfacing machine ("**Zamboni**") at Leaside Memorial Community Gardens ("**LMCG**"). This RFB is issued by the Board of LMCGs. The successful Proponent from this RFB Process will be invited to enter into a contract with LMCG based on its submitted Proposal.

1.2 About LMCG

LMCG (<https://leasidegardens.com/>) opened its doors approximately 70 years ago, in 1952, and has been a focal point of the local Leaside community ever since. Open seven days a week and boasting a double-pad ice rink, a hockey shop, a banquet room, an indoor swimming pool and a curling rink, people living in Leaside and environs gather together at this facility to play hockey, figure skate, swim, curl and socialize.

1.3 Definitions

Unless otherwise specified elsewhere in this RFB, capitalized words and phrases have the meaning set out below:

"**LMCG Contact**" means Jennifer Smith, Director of Business and Finance, LMCG, director_business@leasidegardens.com;

"**Proponent**" means the legal entity that submits a Proposal in response to this RFB;

"**Proposal**" means all documentation submitted by a Proponent in response to this RFB; and

"**RFB**" means Request for Bid and this bid document.

PART II – DESCRIPTION OF REQUESTED SERVICES and BID PROCESS

2.1 Summary of Services Requested

One (1) LMCG Zamboni is now available for an advertising opportunity. This is the premium advertising space at our facility, catching the eye of thousands of visitors to our two rinks each week as it circles the

ice at the top and bottom of the hour from 6AM until 11PM each day. As there is only one Zamboni available for an advertising opportunity, we will be using a blind-bid process for a one-year agreement commencing January 1, 2024, with an option to renew the agreement for one additional calendar year at rates set by the LMCG Board of Management.

2.2. Advertising Design and Content

The logos, artistic design, content and copy of the successful Proponent's advertisement will be the sole responsibility of the successful Proponent, subject to the prior written approval and technical requirements of LMCG and its supplier, acting reasonably.

The successful Proponent will be solely responsible the production of the finished artwork, including images and content and copy, of the Advertisement so that it is ready for installation on the Zamboni according to the specifications and technical requirements provided by LMCG.

2.3 Bid Criteria and Proponent Selection

The following term will govern each Proposal submitted by a Proponent for this RFB:

- The minimum bid threshold is \$7,500 for a one-year (calendar year) contract with LMCG.
- The individual, organization or corporation with the highest bid submitted through its Proposal shall be selected by LMCG to enter into a contract with LMCG. The term of the contract shall be governed as follows: the remainder of 2023 at a pro rata of the successful bid amount, and the full 12 months of 2024 at the successful bid amount.
- If there is a tie based on the highest bid submitted, LMCG will invite those Proponents who have highest bids to resubmit a higher bid or give instructions in writing to hold to their original amount. After bids are resubmitted the individual, organization or corporation with the highest bid will be invited to enter into a contract with LMCG.
- In addition to the highest bid submitted by an individual, organization, or corporation the successful Proponent will also pay the cost of designing, manufacturing, and installing artwork on the Zamboni. (Costs range from \$1700 for art on two sides, to \$3500 for two sides + front and back.) The successful Proponent will provide their artwork in the file format and to the specs provided by LMCG. LMCG will contract separately with its supplier for production and installation at its own cost and expense.
- At the end of the contract term the successful Proponent will be given the option to renew the agreement for one additional calendar additional year at the rates set by the LMCG Board of Management.
- Proponents will not be permitted to change or vary their bids or any other details in their Proposal submissions once submitted to LMCG.

2.4 EnquiriesAll enquiries related to this RFB are to be directed, in writing, to the LMCG Contact person shown in Part 1 of this RFB. Information obtained from any other source is not official and should not be relied upon.

2.5 RFB Timetable

The following is the schedule for this RFB:

- Issue Date of RFB **May 1, 2023**
- Proposal Submission Deadline **5:00PM (Toronto time) May 23, 2023**

The RFB timetable is tentative only and may be changed by LMCG in its sole discretion at any time prior to the Proposal Submission Deadline.

Proposals will be accepted by courier to the main office at LMCG or drop-off to our secure mailbox located outside of Leaside Memorial Community Gardens 1073 Millwood Road Toronto Ontario, M4G 1X6, commencing May 1, 2023, and closing by 5:00PM Toronto time May 23, 2023. Bids received after 5:00PM Toronto time May 23, 2023, will not be considered. The successful Proponent will be contacted the week of May 29, 2023.

2.6 Submission Instructions

Submissions must include a completed and signed Proponent Submission Form as more particularly described in Appendix A that acknowledges, among other things, that this RFB and any Proponent submissions shall not create a legal relationship or obligation regarding the procurement of any services.

All Proposals are to be in English only. Any Proposals received by LMCG that are not entirely in the English language may not be considered.

All responses are requested no later than the Proposal Submission Deadline.

Responses must be transmitted by paper submission only by courier or deposited in LMCG's secure mailbox as further described above. Electronic submissions of Proposals will not be accepted.

LMCG will acknowledge receipt of all Proposals submitted by reply e-mail or by telephone to the Proponent after the Proposal Submission Deadline.

PART III – TERMS OF REFERENCE

3.1 Reserved Rights of LMCG

This RFB shall not limit any pre-existing LMCG rights. Without limiting the generality of the foregoing, LMCG expressly reserves the right, at its discretion.

- i. to seek subsequent information or initiate discussions with any supplier, including suppliers who did not respond to this RFB;
- ii. to initiate direct negotiations for the procurement of any services with any supplier or suppliers regardless of whether the supplier or suppliers responded to this RFB; and
- iii. to elect not to procure the services that are the subject of this RFB.

These expressly reserved rights are in addition to any and all other rights of LMCG that existed prior to the issuance of this RFB.

3.2 LMCG Information in RFB Only an Estimate

The LMCG and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFB. Any quantities shown or data contained in this RFB or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general nature of the work requested.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFB.

3.3 Parties Shall Bear Their Own Costs

LMCG shall not be liable for any expenses incurred, including the expenses associated with the cost of preparing responses to this RFB. The parties shall bear their own costs associated with or incurred through this RFB process.

3.4 Limitations

By signing the Proponent Submission Form in Appendix A, the Proponent acknowledges that:

- No contractual relationship is created between the Proponent and LMCG upon submission of a response;
- No contractual relationship is created between the Proponent and the LMCG until such time as the Proponent and LMCG have executed a written agreement for the performance of services;
- The Proponent does not acquire any legal or equitable rights whatsoever until a written agreement for the performance of services is executed;
- LMCG has made no representations other than those expressly stated in this RFB;
- LMCG has the right to cancel this RFB at any time and to reissue it for any reason whatsoever or decide not to reissue it for any reason, without incurring any liability and no Proponent will have any claim against LMCG as a consequence; and,
- The response and accompanying documentation submitted by the Proponents are the property of LMCG and will not be returned.

3.5 Governing Law

This RFB process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein.

The Proponent hereby agrees to the terms set out in the Terms of Reference and in the RFB.

APPENDIX A
PROPONENT SUBMISSION FORM

SEALED BID

FULL PROPONENT LEGAL NAME:

PROPONENT CONTACT NAME AND TITLE:

PROPONENT ADDRESS, PHONE NUMBER AND E-MAIL ADDRESS:

BID AMOUNT:

(MINIMUM THRESHOLD AMOUNT SHOULD BE \$7,500.00 OR GREATER)

I HEREBY CERTIFY THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS AND CONDITIONS OF THIS RFB INCLUDING THE TERMS OF REFERENCE IN PART III OF THIS RFB AND FURTHER WARRANT THAT I HAVE THE AUTHORITY TO BIND THE LEGAL ENTITY NAMED ABOVE.

Signature of Witness
Representative

Name of Witness

Date of Signature: _____

Signature of Proponent

Name: _____

Title: _____