



Exhibition Place

ACTION REQUIRED

Item No. 16

March 19, 2012

To: The Board of Governors of Exhibition Place

From: Dianne Young
Chief Executive Officer

Subject: **Agreement for Rental of Golf Cars**

Summary:

This report recommends the Board enter into an agreement with Skyway Lawn Equipment Ltd. (Skyway) commencing May 1, 2012, for the provision of various golf cars on a short term rental basis to Exhibition Place.

A Request for Quotation (RFQ) process was issued through the City of Toronto, Finance Department, Purchasing and Material Management Division (PMMD) for the provision of various golf cars on a short term rental basis to Exhibition Place.

Recommendation:

It is recommended that the Board approve an agreement with Skyway Lawn Equipment Ltd for a period of one (1) year, with the option to extend for an additional three (3) separate one (1) year periods, on the terms and conditions outlined in this report and other such terms and conditions satisfactory to the CEO and the City Solicitor.

Financial Impact:

The projected annual expenditure for the rental of golf cars is \$90,000, equally divided between the Canadian National Exhibition and Exhibition Place, and is provided for in the 2012 Operating Budgets, and will be provided for in the 2013, 2014 and 2015 Operating Budgets.

Decision History:

The Exhibition Place 2009-2012 Strategic Plan had an Environmental Goal to *reduce the impact of our operations/business on all aspects of the environment* and as a Strategy to support this Goal *we will develop a number of operational plans to address energy and water issues.*

At its meeting of April 23, 2010, the Board entered into an agreement with Bennett Equipment Services Inc. for the provision of various golf cars on a short term rental basis, commencing May 1, 2010 and expiring April 30, 2012.

Issue Background:

On January 11, 2012, Exhibition Place through the services of PMMD issued a Request for Quotation to establish a new agreement commencing May 1, 2012.

The RFQ listed the various configurations and types of the projected 80 golf cars required, with a focus on obtaining primarily electric powered as well as solar power augmented units. Bidders were required to submit rates based on 4 week rental periods. Firm prices were quoted for the first year with percentage increases for each of the three option years.

Comments:

The RFQ closed on January 11, 2012 with four quotations received. The results inclusive of HST and payment discounts were as follows:

Bidder	May 1, 2012 to April 30, 2013	Percentage Increase Optional Year 1	Percentage Increase Optional Year 2	Percentage Increase Optional Year 3
Skyway Lawn Equipment Ltd.	\$69,834.00	2%	2%	2%
Bennett Equipment Services Inc.	\$70,257.75	0%	2%	1%
Turf Care Products	\$74,919.00	2%	2%	2%
Albion Golf Cars	\$84,191.78	5%	5%	5%

The Skyway quotation is the overall lowest acceptable bid received in compliance with all requirements.

Skyway is based in Stoney Creek, Ontario and has carried on business since 1966. They have a fleet of approximately 450 vehicles available for rent and the capacity to deliver up to 34 cars at one time. References include Grand Niagara Golf, Comstock Canada, and the City of Brantford.

Staff have contacted Skyway and confirmed their capacity and capabilities to meet the requirements of this agreement. The City of Toronto Fair Wage and Labour Trades Office confirms that Skyway is in compliance with the Fair Wage and Labour Trades requirements.

The CNEA is one party to this three party agreement and given the direction for the CNEA to become independent as of April 1, 2013, the terms provided below allows the CNEA to withdraw from an extension of the agreement in Year 2.

Staff are recommending the approval of an agreement with Skyway on the following terms and conditions:

- (a) Term: One year commencing May 1, 2012, on an as required basis, with the option to extend for three additional one-year periods subject to satisfactory performance review, PMMD market analysis, budget availability and the rights of the CNEA, as one party to the agreement, to not proceed with the option to extend.
- (b) Pricing: Pricing is to be fixed during the term of the Agreement in accordance with the terms of the RFQ
- (c) Assignment: The agreement shall not be assigned by Skyway without written consent of the Board.
- (d) Indemnity/Insurance: Skyway shall provide proof of insurance in a form and amount satisfactory to the Board and containing provisions including the Board and the City of Toronto as additional insured with a cross liability/severability of interest clause of standard wording.
- (e) Union Obligations: Skyway shall comply with all trade union/association agreements affecting work done on the grounds.
- (f) Other Commercial Terms: The agreement shall include other standard commercial terms respecting termination and other matters in a form satisfactory to the City Solicitor and the CEO.

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Submitted by:

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