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**Chair**

Councillor Paul Ainslie

**Chief Executive Officer**

Dolf DeJong

**Chief Operating Officer**

Robin D. Hale

2018-11-02

**REQUEST FOR PROPOSAL  
RFP 52 (2018-10)  
CONSULTING SERVICES - DYNAMIC PRICING  
STRATEGY / IMPLEMENTATION**

The Toronto Zoo invites qualified and experienced Proponents to submit a proposal to provide consulting services to advise and develop a strategy for the implementation of dynamic pricing for the Toronto Zoo. As may be applicable, Proponents should provide a separate quotation for any software (web-based or otherwise) requirements for the development of the specific algorithm application for analysis of the current and historical data considered in producing the information necessary to result in real time price adjustments for the Toronto Zoo, based on such factors as weather, events, time of year, etc. Additionally, particular emphasis and detail should be provided on the Revenue Management tools provided and utilized.

Only Proponents with proven experience with the development and implementation of Dynamic Pricing should submit a proposal.

Due Date: Your sealed proposal must be completed, and received by Purchasing & Supply, Toronto Zoo, Administrative-Support Centre, 361A Old Finch Ave., TORONTO, Ontario, M1B 5K7 by:

**Thursday, 2018-11-22, 1200 hours (noon, local time)**

A meeting has not been scheduled. Should you wish to arrange for a site visit contact Mr. Peter Vasilopoulos, Supervisor of Purchasing & Supply at [pvasilopoulos@torontozoo.ca](mailto:pvasilopoulos@torontozoo.ca).

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

If you have any queries regarding this request for proposal, please contact Mr. Peter Vasilopoulos, Supervisor of Purchasing & Supply at [pvasilopoulos@torontozoo.ca](mailto:pvasilopoulos@torontozoo.ca).

Yours truly,

Paul K. Whittam  
Manager, Financial Services

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## 1.0 INSTRUCTIONS

- 1.1 Review the attached RFP issued and the RFP requirements and return your complete proposal with the enclosed SUBMISSION FORMS by due date and time.
- 1.2 Your sealed proposal must be completed, and received by Purchasing & Supply, Toronto Zoo, Administrative-Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by: **Thursday, 2018-11-22, 1200 hours (noon, local time).**
- 1.3 Provide **four (4)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL and **three (3)** copies of the original proposal clearly marked as COPY and **one (1)** electronic copy (Microsoft Word or Adobe Acrobat PDF) on a CD or flash drive in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above).
- 1.4 If the Toronto Zoo determines that an amendment is required to this RFP, the Toronto Zoo representative will issue by email or post a written addendum on the Toronto Zoo Website that will form part of this RFP. It is the responsibility of the bidder to check the website and to download the addendum from the Toronto Zoo's website. No amendment of any kind to the RFP is effective unless it is provided by email or posted in a formal written addendum on the Toronto Zoo website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda and acknowledged on the submission form.
- 1.5 Proposals must not be submitted by facsimile or email.
- 1.6 Use the attached submission label when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- 1.7 The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal must sign the proposal.
- 1.8 All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal submission deadline.
- 1.9 Pricing should be in **Canadian dollars**. The exchange rate for any foreign currency will be determined using the Bank of Canada daily rate.
- 1.10 Include product literature, information, samples, and pictures, as necessary.
- 1.11 Quote discounts or quantity price breaks separately on FORMS.
- 1.12 If you have any technical inquiries, please contact Rey deGuzman, Manager, Member & Guest Services at (416) 392-9103 or by email, [rdeguzman@torontozoo.ca](mailto:rdeguzman@torontozoo.ca).
- 1.13 If you have any other inquiries about the proposal or contract inquiries, please contact Peter Vasilopoulos, Supervisor, Purchasing & Supply, at (416) 392-5916 or [pvasilopoulos@torontozoo.ca](mailto:pvasilopoulos@torontozoo.ca)

## **2.0 INTRODUCTION AND BACKGROUND**

### **2.1 Introduction**

The Toronto Zoo requires the services of a qualified and experienced Proponent / Consultant to advise and develop a strategy for the implementation of dynamic pricing for the Toronto Zoo. As may be applicable, Proponents should provide a separate quotation for any software (web-based or otherwise) work required for the development of the specific algorithm application for analysis of the current and historical data considered in producing the information necessary to result in real time price adjustments for the Toronto Zoo on a periodic basis (daily, weekly, seasonally, or otherwise), based on factors such as weather, historical attendance, featured exhibits or animals, attractions available, special events, rides & adventures, etc., or other factors identified by the Proponent / Consultant. Additionally, particular emphasis and detail should be provided on the Revenue Management tools provided and utilized.

### **2.2 Background**

The Toronto Zoo opened in 1974 and is Canada's premier zoo and one of the top 10 zoos in the world. The Zoo is fully accredited by the Canadian Association of Zoos and Aquariums (CAZA) and the Association of Zoos and Aquariums (AZA). The Toronto Zoo is located on approximately 700 acres of land in the Rouge Valley on the north east corner of the City of Toronto and is home to over 5,000 animals, many of which are threatened or endangered species. The Zoo is a not-for-profit and is visited by approximately 1.3 guests annually. The mission of the Zoo is to be a living centre for education and science, committed to providing compelling guest experiences and inspiring passion to protect wildlife and habitats. Its vision is to be Canada's national leader in saving wildlife to ensure the rich diversity of nature for future generations. The Toronto Zoo is an agency of the City of Toronto, governed by a Board of Management.

### **2.3 Scope of Work**

As may be applicable, Proponents should provide a separate quotation for any software (web-based or otherwise) work required for the development of the specific algorithm application for analysis of the current and historical data considered in producing the information necessary to result in real time price adjustments for the Toronto Zoo. Additionally, particular emphasis and detail should be provided on the Revenue Management tools provided and utilized. The minimum requirements of this engagement are outlined in the expectations of the Proponent / Consultant set out below:

- 2.3.1 Review of current environment to assess viability and ease of integration of dynamic pricing methodology into existing system(s).
- 2.3.2 Review of all necessary historical data required to develop Dynamic Pricing algorithm and Revenue model with the objective of revenue maximization.
- 2.3.3 Identification of variable factors to be incorporated into the Algorithm.
- 2.3.4 Identification of all constraints of existing system(s) in accommodating Dynamic Pricing and propose solution.
- 2.3.5 Identification of interdependencies of other Zoo system(s) impacted by Dynamic Pricing and propose solution, as applicable.
- 2.3.6 Develop a detailed project plan for each phase of the project from initial review of requirements; development of Algorithm; Revenue Maximization model; systems design, modification, and integration with existing Zoo applications; implementation; etc., and provide a corresponding cost estimate to complete each phase through to full implementation.

### 3.0 CURRENT ENVIRONMENT

The Zoo currently utilizes a peak / non-peak seasonable pricing methodology strategy with an increased prices from May until Thanksgiving weekend. The significant limitation of peak / non-peak pricing is that there is no flexibility to adapt to changing conditions. Alternatively, it is anticipated that Dynamic Pricing with an appropriate algorithm adapted to the specific criteria of the Toronto Zoo will overcome many of the general limitations of seasonable pricing and result in revenue maximization. The current point-of-sale/ticketing system (ADMITS/MS-RMS) handles all individual and group admission transactions, onsite and online, and sales and redemptions of any other user-fee products as defined by management. In addition to the admission financial transactions, at full or discounted value, the system also as a group reservation database and periodic attendance tracking system. The proposed Dynamic Pricing system must have the capability for full integration with the Zoo's admission system (ADMITS/MS-RMS) and its financial system (MS Dynamics GP) on a daily basis. A two-way integration with the Zoo's current CRM database is also required, firstly, CRM database (MS Dynamics CRM) houses member visitation tracking as captured by the point-of-sale; secondly, point-of-sale records need constant updating of member activation and deactivation to correctly admit only members with active membership.

### 4.0 SUBMISSION DETAILS

Proponents are requested to submit one (1) unbound signed and marked as original and three (3) copies and one (1) electronic copy, Microsoft Word or PDF copy, on jump drive of their RFP marked

The Toronto Zoo reserves the right to reject any or all proposal or to accept any proposal, should it deem such an action to be in its best interest. Proponents are advised they have no claim for compensation in the preparation of their submissions and that by submitting an RFP, each Proponent shall be deemed to have agreed that it has no claim. All submissions received by the Zoo shall be subject to the Freedom of Information & Protection of Privacy Act (ON).

#### 4.1 Submission Instructions – Mandatory requirement

- a) Title Page – should show the RFP title and number, submission date, Proponent Name, address, telephone number, email contact, and the name and title of the contact person.
- b) Table of Contents – page numbers should be indicated.
- c) Executive Summary – a short summary of the key features of the Response demonstrating the Proponents understanding of the requirement
- d) Proponent Profile – provide a brief overview of your company or organization including information on previous or present collaborations with other attractions. If applicable, provide the name of contact person, email address and telephone number for the collaborating attraction and the effective dates of similar projects as outlined in this RFP.
- e) Response and references– the Proponent should address the following as a minimum:
  - i. Ability to meet the requirements of the Scope of Work as outlined in Section 2.
  - ii. Description of the Solution proposed.
- f) Provide information of the software's product roadmap and/or lifecycle plan
- g) Description of similar Solution implementations:
  - i. Name of project, project manager and location
  - ii. Implementation plan and dates include details on project schedule (ahead/on schedule/behind schedule) and budget (under/on budget/over budget)

- iii. Describe project scope including methodology and customized requirements of the projects.
- iv. An independent client contact person who can verify the information provided (name, title, organization, address, phone number, email address) in reference to past projects (include project literature or publications if available)
- h) Financial capability of Proponent
- i) A brief testimonial as to why the Proponent should be short-listed for this project.

Please note: Mandatory items must be submitted or your submission will be disqualified from the pre-qualification process and will not be allowed to participate in the RFP process, if any.

## **5.0 PROPOSAL CONTENT**

Proposals submitted in response to this RFP should be detailed, succinct and demonstrate attention to the scope of work as outlined in section 3.1 of the RFP and included the following:

- 5.1 Signed Proposal Submission Forms
- 5.2 Executive summary
- 5.3 A profile and summary of corporate history including major clients and business partners and full description of deliverables including delivering similar programs to attract new members.
- 5.4 Identify all personnel who will be assigned to the project.
- 5.5 Ability to provide operational integration of deal into the TZ current system
  - a) Provide the name, location, client reference and brief description of three (3) of subscribership in the Southern Ontario region under the direct responsibility of the Proponent.
- 5.6 Proposed solution
- 5.7 Proposed timeline
- 5.8 Implementation approach
- 5.9 On-going support/hosting services
- 5.10 Proposal fee

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

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

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

**6.0 RFP TIMELINES**

Release of RFP	<b>2018-11-02</b>
Proponents' Question Deadline	<b>2018-11-09</b>
Submission Due	<b>Thursday 2018-11-22</b>
Interviews, if necessary	<b>Week of 2018-12-03</b>
Notification of Award by the Toronto Zoo	<b>Week of 2018-12-10</b>

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

**7.0 PROPOSAL EVALUATION CRITERIA**

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

1. Compliance with conditions of this RFP.
2. Depth & detail level of proposal including Proponent profile and proposed work program including:
  - a) A profile and summary of corporate history including the date company started
  - b) Major clients and business partners of membership acquisition programs.

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

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

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

**7.1 Selection Criteria**

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

**Selection Process**

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

Evaluation Criteria	
Criteria	Points available to be awarded
Depth & detail level of proposal including Proponent profile and individuals proposed and demonstrated examples of similar work	15
Ability to provide dynamic pricing solution that meets the current and future needs of the Toronto Zoo	25
Proven ability to plan, implement and support dynamic pricing solution	25
Proposed timeline	20
Anticipated value and proposal fee	15

<b>TOTAL</b>	<b>100</b>
<p><b>Interview:</b> At the discretion of the Toronto Zoo, proponents who have received a high ranking may be invited to an interview with the Evaluation Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the Preferred Proponent.</p>	
Proponent’s Presentation & ability to answer questions during the Interview	50

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

**7.2 Clarifications**

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

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

**7.3 Interviews**

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

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

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

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

**7.4 Evaluation Results**

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

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



### 7.5 Negotiations and Agreement

The award of any Agreement will be at the absolute discretion of the Toronto Zoo. The selection of the Preferred Proponent will not oblige the Toronto Zoo to negotiate or execute an Agreement with that Preferred Proponent.

The Toronto Zoo shall have the right to negotiate on such matter(s) as it chooses with the Preferred Proponent without obligation to communicate, negotiate or review similar modifications with other Proponents. The Toronto Zoo shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and the Board may be settled and the issues concerning implementation may be clarified.

The Preferred Proponent, shall be required to enter into an agreement (the “Agreement”) in the form Sample Agreement attached as Appendix “A” to this RFP. The terms and conditions of the draft Agreement in Appendix A may be subject to such amendments as may be negotiated by the Toronto Zoo, in its sole discretion, with the successful Proponent.

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

## 8.0 DEFINITIONS & GENERAL TERMS

### 8.1 Definitions:

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

- (a) **“The Board of Management of the Toronto Zoo”** and its designated representative hereinafter called “the Zoo”, with whom the Proponent has contracted to perform the required services;
- (b) **“COO”** means the Chief Operating Officer of the Toronto Zoo;
- (c) **“Contract”** means the purchase order issued or written contract agreement resulting from this RFP executed by the Toronto Zoo and the Contractor, substantially in the form of the contract agreement attached;
- (d) **“Contractor”** means the Preferred Proponent if any, who enters into the Contract;
- (e) **“Preferred Proponent”** means the Proponent whose Proposal, as determined through the evaluation analysis described in the RFP, provides the best overall value in meeting the Toronto Zoo’s requirements, and with whom a Contract will be considered;
- (f) **“Proposal”** means a proposal submitted in response to this RFP;
- (g) **“Proponent”** means the person, vendor, firm or partnership, consortium or joint venture that submits, or intends to submit, a proposal in response to this RFP;
- (h) **“RFP”** means the Request for Proposals document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- (i) **“Submission”** and /or **“Proposal”** means the Proponent’s written reply or submission in response to this RFP;
- (j) **“Work”** means all work required under these documents, and in accordance with the Contract Requirements, General Requirements, and Specifications;

**8.2 Proponent Assurance:**

Unless otherwise stated, the goods, material, articles, equipment, work or services, specified or called for in or under this Proposal, shall be delivered or completely performed, as the case may be, by the Proponent as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion.

**8.3 Country of Origin:**

Whenever possible, the goods, materials, articles or equipment, specified or called for in or under this Proposal, shall be of Canadian origin and manufacture.

**8.4 Invoicing:**

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

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

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

**8.5 Right to Cancel:**

The Toronto Zoo shall have the right to cancel at any time this Proposal or any contract or any part of any contract resulting from this Proposal in respect of the goods, material, articles, equipment, work or services set out in this Proposal or any such contract or part of such contract, not delivered or performed at the time of such cancellation, and the Toronto Zoo will not be responsible to make any payments in respect of any such goods, materials, articles, equipment, work or services and shall not incur any liability whatsoever in respect thereto.

In the event that the Proponent fails or neglects by any act or omission to comply with any of the conditions set out herein, this Proposal or any contract resulting from this Proposal may be unconditionally cancelled by the Toronto Zoo without notice to the Proponent.

**8.6 Interest:**

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

**8.7 Official Agreement:**

No verbal arrangement or agreement, relating to the goods, material, articles, equipment, work or services, specified or called for under this Proposal, will be considered binding, and every notice advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

**8.8 Insurance, Liability and Policies**

Provide minimum \$5,000,000 general liability insurance in respect of injury or death to a single person or for property damage in a manner satisfactory to the Chief Operating Officer or designate must be maintained through the Project and included in the Fee Proposal.

All insurance policies shall be endorsed to provide a minimum advance written notice of not less than thirty (30) days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made to the Chief Operating Officer or designate.

The Proponent shall, as applicable, conform to and enforce strict compliance with the Occupational Health and Safety Act and for purposes of the Act be designated as the "constructor" for the Service.

The Proponent must adhere to all relevant Zoo policies, including, but not limited to, the Contractor Safety Policy, Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the Chief Operating Officer or designate, Toronto Zoo, shall supply to the Successful Proponent.

**8.9 Indemnity:**

The Proponent shall at all times well and truly save, defend, keep harmless and fully indemnify the Toronto Zoo, the Board of Management of the Toronto Zoo, the City of Toronto, the Toronto & Region Conservation Authority, and their servants, employees, officers, agents and invitees, from and against all actions, suits, claims, demands, losses, costs, charges, damages, and expenses, brought or made against or incurred by their servants, officers, employees, agents or invitees in any way relating, directly or indirectly, to goods, material, articles or equipment supplied or to be supplied, or to the supplying of goods or services, pursuant to this Proposal, or any other claim, action, suit, demand, loss, cost, charge, damage or expense relating to copyright, trademark or patent with regard directly or indirectly with any such goods, services, material, articles or equipment or the supply or performance thereof.

**8.10 Governing Law**

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario

**8.11 Guaranty of Proposal:**

All goods, material, articles, equipment, work or services, specified or called for in or under this Proposal, shall be supplied or performed at the price or process and on the basis set forth or referred to in and in accordance with the offer and this Proposal. The basis on which this Proposal is given shall include any specifications, plans, price schedules, samples, addenda or other details pertaining thereto, or provided in connection therewith.

**8.12 Formal Contract:**

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

**8.13 Warranty of Product:**

The Proponent warrants any goods, material, articles or equipment, to be supplied under or pursuant to this Proposal, that is or are to be made or used for particular purpose, will be fit and suitable for that purpose.

**8.14 Environmental Commitment – G.I.P.P.E.R.**

G.I.P.P.E.R. Statement of Principle – The Toronto Zoo in 1990-07-23, adopted the following G.I.P.P.E.R. (Governments Incorporating Procurement Policies to Eliminate Refuse Committee) Statement of Principle in order to contribute to waste reduction and to further the development and awareness of Environmentally Sound Purchasing.

“In order to contribute to waste reduction and to increase the development and awareness of Environmentally Sound Purchasing, acquisitions of goods and services will ensure that wherever possible specifications are amended to provide for the expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the products or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices”

All Proponents are encouraged to be pro-active in assisting the Toronto Zoo in achieving this principle. Alternative goods & services, suggested by the Proponent, addressing the above principle will be considered by the Toronto Zoo, within a reasonable price range.

**8.15 Proposal/Quotation Costs:**

The proponent shall bear all costs and expenses with respect to the preparation and submission of its proposal/quotation costs and the Proponent’s participation in the proposal/quotation/proposal costs process, including, but not limited to: site visits and inspections, all information gathering processes, interviews, preparing responses to questions or requests for clarification from the Toronto Zoo, preparation of questions for the Toronto Zoo, and contract discussions and negotiations.

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

**8.16 Copyright:**

All final custom designs, artwork, etc. shall become the property of the Toronto Zoo. The Toronto Zoo shall retain sole copyright of all work that is developed or created at the request of the Toronto Zoo and the Proponent shall have no rights of sale or production other than the use for personal promotion of the author.

**8.17 Addendum**

If the Proponent finds discrepancies in or omissions from these Specifications or if he/she is in doubt as to their meaning, he/she shall notify the Toronto Zoo, who may issue a written addendum. The Toronto Zoo will make oral interpretations of the meaning of these documents and drawings.

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

**8.18 Toronto Zoo Rights and Options Reserved:**

The Toronto Zoo reserves the right to award the contract to any Proponent who will best serve the interest of the Toronto Zoo. The Toronto Zoo reserves the right, in its sole discretion, to exercise the

following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- (a) To reject any or all proposals;
- (b) To re-issue this RFP at any time prior to award of work;
- (c) To cancel this RFP with or without issuing another RFP;
- (d) To supplement, amend, substitute or otherwise modify this RFP at any time prior to the selection of one or more Proponents for negotiation;
- (e) To accept or reject any or all of the items in any proposal and award the work in whole or in part;
- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements;
- (g) To permit or reject at the Toronto Zoo's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the Proponents following proposal submission;
- (h) To request that some or all of the Proponents modify proposals based upon the Toronto Zoo's review and evaluation;
- (i) To request additional or clarifying information or more detailed information from any Proponent at any time, before or after proposal submission, including information inadvertently omitted by the Proponent.

#### **8.19 Performance:**

All work to be done under the Contract shall be done to the satisfaction of the Toronto Zoo or their representative authorized to act for them, and the materials and process of preparation and manufacture shall at all times be subject to their examination and inspection and rejection in any stage of the preparation or manufacture.

#### **8.20 Co-ordination of Work:**

The Proponent shall co-ordinate all work with the Toronto Zoo or their representative authorized to act for them, to ensure co-ordination and timely execution of service.

**9.0 SUBMISSION PROPOSAL FORMS**

The undersigned Proponent having reviewed and fully understood the RFP and all terms and requirements of the RFP and all terms and conditions of the RFP and information provided, hereby submits the attached Proposal and supporting materials (“the Proposal”) in accordance.

I/We, hereby, have received, allowed for and included as part of our submission all issued Addendum numbered \_\_\_\_\_.

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

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

By signing and submitting this proposal, you are agreeing to the release of your proposal information, as deemed necessary by the Board, in order to conduct business associated with this proposal or project.

<b>COMPANY INFORMATION</b>	
Company Name:	
Name of authorized Signing Officer	Title:
Signature:	Date:
Contact Name:	Title:
Address:	
Telephone #:	Fax #:
Email:	Web Site:
HST #:	

**10.1 REFERENCE FORM**

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

**10.2 LIST OF SUBCONTRACTORS**

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

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



**SUBMISSION LABEL**

**This address label should be printed and affixed to the front of your sealed tender, quotation and proposal envelope/package submission. Toronto Zoo will not be held responsible for envelopes and packages that are not properly labelled or submitted to an address other than the one listed on this label.**

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

**RFP # 52 (2018-10) CONSULTING SERVICES – DYNAMIC PRICING  
STRATEGY / IMPLEMENTATION**

**Closing: Thursday, 2018-11-22, 12:00 hours (noon) local time**

**TO BE RETURNED TO**

**TORONTO ZOO  
C/O SUPERVISOR, PURCHASING & SUPPLY  
ADMINISTRATIVE SUPPORT CENTRE  
361A OLD FINCH AVE.  
TORONTO, ONTARIO  
M1B 5K7**