

2021-02-03

**REQUEST FOR PROPOSAL**  
**RFP 04 (2021-02)**  
**TORONTO ZOO LIVE CAMERA SUBSCRIPTION SERVICE**

The Toronto Zoo is inviting proposals from experienced and qualified live video feed service providers to install, design, host and promote a high quality series of live cameras based on a subscription service model. The purpose of this is to expand accessibility of our animals to wider audiences, and find valuable programming content that can secure paid subscribers, as well as additional monetization options to serve as an additional revenue stream.

Scope of work required includes provision of all technology and equipment required for minimum 10 live cameras on Zoo site, development of a custom Toronto Zoo live feed platform, graphics and creative assets, promotional support and recommendations, technology service and support as required, monitoring and troubleshooting, timeline, revenue targets/financial modelling.

The Proposal package includes Instructions, Scope of Work, Terms & Conditions, Requirements, and Forms. Prices provided in your Proposal shall remain in effect for a period of ninety (90) days from the Proposal due date.

**Due Date:     **Thursday February 18, 2021 (noon, local time)****

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 an action to be in its interests.

If you have any queries regarding the Proposal, please contact Peter Vasilopoulos, Purchasing & Supply Supervisor, at (416) 392-5916. Deadline for written questions is Wednesday 2021-02-10, 1200 hours (noon) local time.

Yours truly,

Taryne Haight  
Manager, Financial Services

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## INSTRUCTIONS

1. Ensure that you have received all **20** pages of the RFP package.
2. Submission – Temporary process - In view of the current situation with COVID 19 and to limit personal interaction, on a temporary basis submissions for this Request for Proposal can be submitted electronically by email in a PDF file, prior to the submission deadline to the following email address

[purchasing@torontozoo.ca](mailto:purchasing@torontozoo.ca)

and note the following:

- a. Subject of the file to be: RFP# - Title of RFP – Vendor name.
- b. Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- c. It is the Supplier's sole responsibility to ensure its Bid is received by the Submission Deadline in accordance with the requirements of this RFP. The receipt of Bids can be delayed due to a number of factors including "internet traffic", file transfer size and transmission speed. The Supplier should allow sufficient time to download, complete and upload, as applicable, the submission forms comprising its Bid and any attachments.

A Bid will only be considered to be submitted once it has been received by the Toronto Zoo. The time of such receipt is reflected by the time received stamped by the Toronto Zoo's email application

3. All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) and 11 point font.
4. Proposals must not be submitted by facsimile or email or any other electronic means.
5. Proponent shall be permitted to withdraw their Proposal after the Proposal has been delivered to the Purchasing & Supply Unit at any time up to the official closing time by submitting a written request from the Proponent to the Supervisor, Purchasing & Supply, prior to the stipulated closing date and time specified for the RFP closing. Proponents will not be allowed to withdraw their Proposal following the RFP stipulated closing date and time.
6. All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal deadline.
7. If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the Toronto Zoo's website. Bidders and prospective bidders should check the site frequently for any updated information and addenda issued, before the closing date and time. Unless otherwise indicated herein, the prices stated are payable in Canadian Funds, HST excluded.
8. No Guarantee of Volume of Work or Exclusivity of Contract – Toronto Zoo makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Contract will not be an exclusive contract for the provision of the described Deliverables. The Toronto Zoo may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

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9. Accessibility for Ontarians with Disabilities Act (AODA) The Proponent shall acknowledge their awareness of and all measures that will be taken to comply with the Accessibility for Ontarians with Disabilities Act.
  10. Include product information, samples, and pictures, as necessary.
  11. If applicable, suggested alternative products or services are acceptable, however all such products must be quoted separately and should not replace the Toronto Zoo requested product or service.
  12. For any questions concerning the RFP process including instructions and contract terms and conditions of this RFP, please contact:

Peter Vasilopoulos  
Supervisor, Purchasing and Supply  
Tel: 416-392-5916  
Fax: 416-392-6711  
E-mail: [pvasilopoulos@torontozoo.ca](mailto:pvasilopoulos@torontozoo.ca)

Deadline for written questions is Wednesday 2021-01-27 1200 hours (noon) local time.

## 1.0 DEFINITIONS

- (a) **“Chief Executive Officer”** means the CEO of the Board of Management of the Toronto Zoo;
- (b) **“Contract”** means the contract agreement issued for the Work required;
- (c) **“Contract Price”** means the price payable under the contract to the contractor, being the Proposal Price eventually accepted by the Board of Management of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
- (d) **“Contractor”**, means the Preferred Proponent if any, who enters into the Contract;
- (e) **“Live Stream”** means to transmit or receive video and audio coverage of an event over the Internet;
- (f) **“Preferred Proponent”** means the Proponent whose Proposal provides the best value and meets the Toronto Zoo’s requirements as determined by the Toronto Zoo, in its absolute discretion, through the evaluation analysis and with whom the Toronto Zoo may negotiate and with whom a Contract, if any, will be considered
- (g) **“Proponent”** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal
- (h) **“Toronto Zoo”** or the **“Board”** means the Board of Management of the Toronto Zoo;
- (i) **“Work”** means all work required under these documents, and in accordance with the Contract Requirements, General Requirements, and Specifications;

## 2.0 TORONTO ZOO BACKGROUND INFORMATION

- 2.1 Zoos are generally perceived by guests as places of wonder and intrigue. Since 1974, the Toronto Zoo has provided more than 1.2 million guests a year the unique opportunity to witness, connect with, and learn about the extraordinary variety of life on this planet. Such an experience leads to understanding, and understanding leads to caring.
- 2.2 As one of the largest zoos in the world, the Toronto Zoo is a recognized leader in advancing knowledge about how animals interact with their environment. We are privileged to have in our care over 5,000 animals representing over 450 species on a site of over 500 acres of land and stunning natural exhibits. With this privilege comes deep complexity and great responsibility.
- 2.3 The Toronto Zoo has always placed animal health and welfare, environmental protection, awareness and sustainability at the heart of its mission. As a result, Conservation messages are an integral part of our interactive exhibits and education activities.
- 2.4 Toronto Zoo Mission: Connecting People, Animals and Conservation Science to fight extinction.

Toronto Zoo Strategic Plan :

<https://www.torontozoo.com/!/pdfs/Toronto%20Zoo%20Strategic%20Plan.pdf>

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- 2.5 In today's society there is an increasing need to address pressing issues such as the mass extinction of species, climate change and the destruction of natural habitats. The demand to work with other zoos and wildlife organizations to preserve the most endangered, and rare species in the world will continue to grow as natural habitats are continually exploited. We have a responsibility as Canada's largest and most prestigious zoo to make a difference in wildlife conservation, especially for Canadian species that are at risk.
- 2.6 Conservation initiatives stem from research undertaken in our Wildlife Health, Reproductive and Nutrition centres. Some of our on-going areas of focus include reproductive research, habitat research, veterinary research, nutrition research and behavioural research. Progress in these areas is critical for the development of effective action plans for species conservation
- 2.7 Bringing the Zoo's behind-the-scenes efforts to the forefront is integral in ensuring awareness and support for the important conservation efforts that are saving and protecting species. Connecting our broader community and the public to our staff and their passion for the programs and animals they are supporting will help secure the necessary support for the future prosperity of the Zoo and these programs.
- 2.8 Toronto Zoo Organizational Objectives include:
- Being recognized as the premier institution in Canada for the preservation and protection of endangered animals, species-at-risk and the conservation of their habitats around the world;
  - To be recognized as a global leader in reproductive, veterinary and nutritional research;
  - Showcase the best Canadian interactive wildlife exhibits and programs in the world;
  - Connecting all guests and Canadians to nature and create inspirational guest experiences;
  - As a not-for-profit, explore and implement new revenue-generating opportunities
- 2.9 Strategic Plan:
- This program supports a number of objectives of our Toronto Zoo Strategic Plan:
- 1) SAVE WILDLIFE
    - a. By featuring unique content through new digital channels to broad "non-science" audiences
    - b. Model best practices in sustainability, drive innovation and manage our operations and resources wisely
  - 2) CREATE WOW
    - a. Use technology to add value and extend post-visit experience such as "at home" activities, webcams
  - 3) REVOLUTIONIZE ZOO TECHNOLOGY
    - a. Transform how we engage our guests with leading edge technology to make connections between people and animals

### 3.0 SCOPE OF WORK

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#### 3.1 Introduction

The Toronto Zoo is inviting proposals from experienced and qualified live video feed service providers to install, design, host and promote a high quality series of live cameras based on a subscription service model. The purpose of this is to expand accessibility of our animals to wider audiences, and find valuable programming content that can secure paid subscribers, as well as additional monetization options to serve as an additional revenue stream.

Scope of work required includes provision of all technology and equipment required for minimum 10 live cameras on Zoo site, development of a custom Toronto Zoo live feed platform, graphics and creative assets, promotional support and recommendations, technology service and support as required, monitoring and troubleshooting, timeline, revenue targets/financial modelling.

More than ever before, technology has provided opportunities for enhanced entertainment and edu-tainment. Live camera feeds provide real time access to events and experiences that may otherwise be inaccessible. Zoos around the world have successfully implemented livecams as a way of connecting their audiences to their animals and messages. Examples below:

<https://animals.sandiegozoo.org/live-cams>

<https://nationalzoo.si.edu/webcams>

In July 2020 a pilot live streaming program was tested utilizing the “Twitch” platform to test out a crowd-controlled livecam program with the giraffes, and then later adding gorillas and penguins. The results were positive, with strong growth rates demonstrated.

#### 3.2 Concepts and Objectives

The Toronto Zoo would like to implement an enhanced livecam program with more interactive content, multiple cameras, and other features that would justify a subscription model for this live content.

Program Objectives:

- To provide a new revenue source from a subscription base program;
- Connect the audience to the animals remotely;
- Broaden audience reach through different/new platforms and programs;
- Inspire and motivate audiences to support the work of the Toronto Zoo and the Toronto Zoo Wildlife Conservancy;
- Leave people wanting to learn more and get involved with the Zoo/visit the Zoo.

Audience:

- General Public – opportunity to reach online, tech-savvy demographic
- Toronto Zoo Members;
- Toronto Zoo Donors (potential donors);
- Other stakeholders/partners.

### 3.3 Proposal Specifications

A proposal outlining the following information is requested:

- (i) Overview of program plan, including a breakdown of targeted audience, comparison of similar services and their performance in market, timeframes and key benchmarks with performance targets at key time integrals (quarterly preferred)
- (ii) Equipment description – sourcing and upkeep of equipment is the responsibility of the successful proponent from installation, tech support for software and hardware and replacement as needed.
- (iii) All equipment must meet the Toronto Zoo's and City of Toronto network requirements and stay within the guide lines of our network security policies.
- (iv) Streaming details – description of how the live feeds will be shared, which platform, or how a custom hosting site would be designed/delivered including how long this will require to set-up/secure.

Revenue sharing - a revenue/financial plan including targets and timelines that outline how much revenue is projected at various benchmarks, the revenue sharing/split, other financial details/requirements if any.

- (v) Suggested timeline for program execution

Note: Full up front financial investment to establish the program is the responsibility of the Successful Proponent. The Toronto Zoo is not expecting to incur any financial cost to implement this program.

## 4.0 CONTRACTOR'S RESPONSIBILITIES

### 4.1 Production Expectations include the following:

- Detailed program timing and schedule;
- Detailed revenue/cost estimate through to final deliverables
- Research on other similar programs, performance measures, target audience, SWOT, etc;
- Ongoing consultation with and reporting to the Toronto Zoo on results, performance and adjustments that may be required

### 4.2 Administration & Financial Management

- Secure all resources required.
- Manage all expenses pertaining to the program set-up

### 4.3 Contract term

The Contract shall be for two (2) years from the Effective Date. The Toronto Zoo shall have an option, exercisable at its sole discretion, to renew the term of the Contract for two (2) additional one-year periods.



**4.4 Timing**

Once the project has been awarded, a meeting will be held with the successful proponent to review the schedule/plan

**4.5 Budget to include costs based on the following:**

- Research
- Staffing (non-Zoo staffing) required for the program planning and ongoing support
- Supply of all necessary equipment
- Camera and device installation
- Web-based custom platform
- Technology servicing and support (ongoing)
- Content curation/support
- Graphics/creative
- Promotional recommendations for program
- Any other costs/expenses that may be included in proposal/project

**4.6 Inspection and Acceptance**

Work will be subject to periodic inspections by the Owner’s Representative to assure satisfactory progress, to determine quantities of work performed for payment purposes, or, to be certain that work is being performed in accordance with contract specifications and to determine if work corrections are necessary,

**5.0 SCHEDULE OF EVENTS**

The following is a tentative schedule for this RFP:

<b>Pre-Award</b>	
Release of RFP	2021-02-04
Proponents’ Question Deadline	2021-01-10
Submission Due	2021-02-18
Interviews, if necessary	Week of 2021-02-22
Notification of Award By the Toronto Zoo	2021-02-29

The RFP process and project will be governed according to the above schedule or other schedule provided by the Consultant and approved by the CEO of the Toronto Zoo. 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.

**6.0 RESPONSE TO REQUEST FOR PROPOSAL**

As outlined in section 3 and 4 of the RFP, details in your proposal are to include, but may not necessarily be limited to the following:

- 6.1 Cover letter, maximum two (2) pages in the form of a business letter and submission form signed by an individual authorized to legally bind the Proponent.

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- 6.2 Description of work/concept in related areas as outlined section 2, 3 and 4 of the RFP.
- 6.3 The proposal submitted shall indicate the ownership, history and references of your company including overview of your team lead and team member's services and relevant experience.
- 6.4 Provide references of three (3) or more filming projects that you have coordinated, including a contact name and phone number who we could contact for a reference on the project
- 6.5 Provide details of your professional background as it relates to the requirements of this project
- 6.6 Provide details of projected budget

## **7.0 PROPOSAL EVALUATION**

### **Stage 2**

The Evaluation Team will evaluate each valid submitted proposal, on criteria that will include, but not necessarily be limited to, the following:

Experience and expertise

- 7.1 Understanding of the purpose and expectation for this project
- 7.2 Qualifications - The respondent will be evaluated based on the breadth of its capabilities, the depth/strength of its organizational structure, and the qualifications of its members
- 7.3 Experience - The respondent's experience will be evaluated based upon its past history of successfully delivering similar services. References may be contacted in order to verify satisfactory performance on similar projects
- 7.4 Proposed Approach - The respondent will be evaluated based upon the proposed approach to the project, including work plan/timelines, and deliverables
- 7.5 Financial Model – The respondent will be evaluated based on the respondent being able to propose a partnership that would provide revenue to the Toronto Zoo.

### **Stage 3**

- 7.6 Evaluation of Presentations (if required).

Based on the paper submission proposal scoring, high-scoring Proponents may be asked to attend an interview.

Proponent's presentation of proposal and performance,  
Including ability to answer questions

50

The proposals submitted will be evaluated using the evaluation criteria and will be comprehensively reviewed by the Selection Team. It is the sole discretion of OUR Toronto Zoo to select its Selection Team and to retain additional members and advisors as deemed necessary.

The Selection Team will select one or more proposals which in its sole opinion:

- a) Meets or exceeds the evaluation criteria, including but not limited, as outlined above;
- b) Has a demonstrated track record of success with similar projects, and
- c) Provides the best value, but may not necessarily be the one(s) offering the lowest fees.

All proposal scores and rankings shall be the property of OUR Toronto Zoo and will not disclose any of the same during or after the evaluation process. Due to budget and time constraints, the Selection Team will not be able to provide debriefs for unsuccessful proponents. By responding to this RFP, the proponents will be deemed to have agreed that the decision of the Selection Team will be final and binding.

## **8.0 NEGOTIATION OF CONTRACT AND AWARD (If the Toronto Zoo selects a Preferred Proponent(s) then it may):**

- a. The successful Proponent shall be retained through the issuance of a Purchase Order or a formal agreement in a form prescribed by the Toronto Zoo, which shall include the terms and conditions of this Request for Proposal.
- b. 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.
- c. 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.
- d. 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.

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, abort the RFP process and not enter into any Agreement with any of the Proponents or obtain the Services in some other manner.

## **9.0 PROPOSAL TERMS AND PROVISIONS**

### **9.1 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.

### **9.2 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.

### 9.3 **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 Harmonized Sales Tax/Goods and Services Tax where applicable shall each be shown as a separate item. The Proponent's HST/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)

### 9.4 **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.

### 9.5 **Interest:**

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

### 9.6 **Insurance Requirements (at the discretion of the Toronto Zoo)**

2.1.1 The Consultant shall effect, maintain and keep in force, at its sole cost and expense and satisfactory to the CEO as to form and substance the insurance described below:

2.1.2 The Consultant shall be required to arrange, pay for and maintain in force at all times at the Consultant's expense such comprehensive policies of insurance as applicable to persons undertaking the Work, including liability and professional liability (errors and omissions) coverage which are to be written in amounts, with deductible limits and terms that shall be subject to the approval of the Toronto Zoo at all times.

The Consultant shall provide certified copies of such insurance or a certificate(s) of insurance as determined by, and upon request of, the Toronto Zoo. Without limiting the generality of the foregoing, the comprehensive general liability policy coverage required under the Contract will be Two Million (\$2,000,000) Dollars minimum and the policy shall name the Toronto Zoo and the City of Toronto as insured as if a separate policy had been issued to each and shall include a cross/liability-severability of interest clause.

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Standard automobile liability insurance for all owned vehicles with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

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, Toronto Zoo, shall supply to the Preferred Proponent.

## 9.7 Liability and Indemnity

The Consultant will from time to time at all times hereafter well and truly save, defend and keep harmless and fully indemnify the Board, the City of Toronto, and the Toronto and Region Conservation Authority and each of their officers, employees and agents (hereinafter called the "Toronto Indemnities") of, from and against all manner of action, suits, claims, executions and demands which may be brought against or made upon the Toronto Indemnities or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Toronto Indemnities, their officers, employees and agents or any of them by reason of or on account of or in consequence of the execution of this agreement or provision of the business or any other work or matter to be carried out or performed by the Proponent with respect to the Request for Proposal or any agreement that may result from the request for proposal process, and/or the non-execution or imperfect or improper execution thereof and will pay to the Toronto Indemnities on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Toronto Indemnities or any of them in consequence of any such action, suit, claim, lien, execution or demand and any monies paid or payable by the Toronto Indemnities or any of them in settlement or discharge on account thereof.

The Consultant shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by his or her employees, or resulting from the prosecution of the Work, or any of their operations, or caused by reason of the existence of location or condition of the works, or of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees to do or perform any or all of the several acts or things required to be done by him or them under and by these General Conditions, and covenants and agrees to hold the Board, the Toronto and Region Conservation Authority and the City of Toronto, their officers, agents, employees, Consultants and invitees harmless and indemnified for all such damages and claims for damage; and in case of the Consultant's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Work, the CEO may, either with or without notice (except where in these Contract Requirements, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant trucks and men, and do such work or things as he/she may deem advisable toward carrying out and enforcing the same and any such action by the CEO as he is herein empowered to take, shall not in any way relieve the Consultant or his/her surety from any liability under the Contract.

## 9.8 Ownership and Confidentiality of Board-Provided Data

All correspondence, documentation and information provided by the Toronto Zoo staff to any bidder or prospective Bidder in connection with, or arising out of this RFP, the services or acceptance of the RFP:

- 9.8.1 is and shall remain the property of the Board;
- 9.8.2 must be treated by Proponents and Prospective Proponents as confidential;
- 9.8.3 must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

## 9.9 Ownership and Disclosure of Proposal Documentation

The documentation composing any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the Toronto Zoo by any Bidder in connection with, or arising of this RFP, once received by the Toronto Zoo:

- 9.9.1 Shall become property of the Toronto Zoo and may be appended to purchase order issued to the successful Bidder;
- 9.9.2 Shall be come subject to the Municipal *Freedom of Information and Protection of Privacy Act* (“*MFIPPA*”) and may be released pursuant to that Act

Because of *MFIPPA*, prospective Bidders are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Bidder’s name shall be made public. Proposals will be made available to member of the Board on a confidential basis and may be released to members of the public pursuant to *MFIPPA*.

## 9.10 Conflict of Interest Statement

In its Proposal, the Proponent must disclose to the Toronto Zoo any potential conflict of interest that might comprise the performance of the Work. If such a conflict of interest does exist, the Toronto Zoo may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any Toronto Zoo employee, member of board, agency or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the Toronto Zoo 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 Toronto Zoo’s sole satisfaction.

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 Consultant(s) for this project may participate in subsequent/other Toronto Zoo projects provided the Consultant(s) has (have) satisfied pre-qualification requirement of the Toronto Zoo, if any and in the opinion of the Toronto Zoo, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the Consultant(s).

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to potential conflict of interest, then the Proponent will so inform the Toronto Zoo. If the Toronto Zoo requests, then the Proponent will refuse the new assignment or will take steps as are necessary to remove the conflict of interest concerned.

**9.11 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.

**9.12 Award:**

The Preferred Proponent will receive confirmation through a Purchase Order or 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.

**9.13 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.

**9.14 Proposal/Quotation Costs:**

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

**9.15 Copyright:**

The final product, video and related materials is to be for the exclusive use of the Toronto Zoo. The Toronto Zoo shall be the only and sole owner of the product, video and related materials for the sole and unfettered use by the Toronto Zoo. Upon payment of the of the said product, video and related materials by the Toronto Zoo, the successful bidder shall have no hold, proprietary claim, ownership, use of any kind, intellectual or otherwise nor shall there be any restrictions place on the final product, video and related products by the successful bidder. By submitting a Proposal in this response to this RFP, the Bidder shall thereby acknowledges and agrees that the Toronto Zoo has exclusive ownership and sole and unfettered use of this final product, video and related products.

**9.16 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.

**9.17 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.

#### 9.18 **No Collusion**

A proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each proponent shall attest by virtue of signing the Proposal Submission Form that its participation in the RFP process is conducted without any collusion or fraud. If the Toronto Zoo discovers there has been a breach of this requirement at any time, the Toronto Zoo reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

#### 9.19 **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.

#### 9.20 **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.

#### 9.21 **Education Institute Status**

The Toronto Zoo is a registered educational institute and accordingly may be eligible for preferred pricing which should be reflected in the Bid as submitted

#### 9.22 **Charity Status**

The Toronto Zoo is a registered charitable organization (registration #BN 119216398RR0001) and accordingly may be eligible for preferred pricing which should be reflected in the Bid as submitted.

#### 9.23 **Governing Law**



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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.

**10.0 PROPOSAL FORMS**

I/We, the undersigned, **having the authority to bind the Company**

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 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 #:	

<b>DISCOUNT</b>	<b>Discount</b>	<b>Days</b>
Discount allowed for prompt payment and period within which invoice must be paid to qualify.	%	

Name of Firm:	
Signature of Signing Officer(s)	

**SUBMISSION LABEL**

This address label should be 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.

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

RFP 04 (2021-01) – Live Camera Subscription Service  
Closing: Thursday , 2021-02-18, 12:00 (noon) local time

**TO BE RETURNED TO**

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

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**NOTICE OF NO BID**

**INSTRUCTIONS:**

It is important to the Toronto Zoo to receive a reply from all invited bidders. If you are unable, or do not wish to submit a bid, please complete the following portions of this form. State your reason for not bidding by checking the applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposal/Quotation/Tender documents or forms. Please just return this completed form by fax or by mail prior to the official closing date. Purchasing and Supply Fax Number: (416) 392-6711.

<b>A Proposal/Quotation/Tender is not submitted for the following reason(s):</b>	
<input type="checkbox"/> Project/quantity too large.	<input type="checkbox"/> Project/quantity too small.
<input type="checkbox"/> We do not offer services or commodities to these requirements	<input type="checkbox"/> Cannot meet delivery or completion requirement
<input type="checkbox"/> We do not offer this service or commodity.	<input type="checkbox"/> Agreements with other company do not permit us to sell directly.
<input type="checkbox"/> Cannot handle due to present commitments.	<input type="checkbox"/> Licensing restrictions
<input type="checkbox"/> Unable to bid competitively.	<input type="checkbox"/> We do not wish to bid on this service or commodity in the future.
<input type="checkbox"/> Insufficient information to prepare quote/proposal/tender	<input type="checkbox"/> Specifications are not sufficiently defined
<input type="checkbox"/> We are unable to meet bonding or insurance requirements.	

Other reasons or additional comments (please explain):

Company Name:	
Address	
Contact Person:	
Signature of Company Representative:	
Date:	
Phone Number:	
Email address	
Fax Number:	