

2019 02-20

**REQUEST FOR PROPOSAL
RFP 05 (2019-02)****STRATEGIC PLAN CONSULTING SERVICES**

The Toronto Zoo invites proposals from experienced individuals, organizations or teams to provide professional services to facilitate and lead the process of developing a cogent, compelling Strategic Plan effectively to take the Toronto Zoo (Zoo) forward over the next five years.

The Proposal package includes Instructions, Background, Project Description, Proposal requirements, and Forms. Quoted prices shall remain in effect for a period of ninety (90) days from the Proposal due date.

Due Date: Provide four (4) copies of your completed proposal; one (1) unbound, signed original and three (3) copies of the original proposal at the office of Purchasing & Supply, Toronto Zoo, Administrative Support Building, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

Date: Friday, 2019-03-15 Time: 1200 hours (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.

For any questions concerning the contract terms and conditions of this RFP, please contact, Peter Vasilopoulos, Supervisor, Purchasing & Supply, at 416-392-5916, pvasilopoulos@torontozoo.ca.
Deadline for written questions is Friday 2019-03-01 1200 hours (noon) local time.

If you have any technical questions concerning the requirements of this RFP, please contact, Lance Alexander, Director of Corporate Planning at (416) 392-5911, lalexander@torontozoo.ca.

Yours truly,

Robin Hale
Chief Operating Officer

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INSTRUCTIONS

1. Review and complete the RFP requirements and enclosed FORMS and return by due date and time, **Wednesday, 2019-03-15, 1200 hours (noon) local time**
2. Proposals must not be submitted by facsimile or email.
3. 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.
4. Provide four (4) copies of your proposal, one (1) unbound original signed and three (3) copies of the original proposal in a sealed package or envelope. The package containing the Proposal must be labelled with the submission label provided within.
5. All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) where possible and 11 point font.
6. All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal deadline.
7. The duration of the assignment is expected to be approximately eight (8) months. The contract may be extended by the Zoo on mutually acceptable terms.
8. Pricing should be in Canadian dollars.
9. Quote discounts or quantity price breaks separately on FORMS.
10. Provide references of at least three (3) clients for whom your company has performed similar work. References must include client company name, contact name, address and e-mail address

Toronto Zoo, in its sole discretion, may confirm the Proponent's experience and or ability described in its Proposal by checking the Proponent's references. The provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

Toronto Zoo reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference checks.

11. For any questions concerning the contract terms and conditions of this RFP, please contact, Peter Vasilopoulos, Supervisor, Purchasing & Supply, at 416-392-5916, pvasilopoulos@torontozoo.ca.

For any technical questions concerning the requirements of this RFP, please contact, Lance Alexander, Director of Corporate Projects at (416) 392-5911, lalexander@torontozoo.ca

Deadline for written questions is Friday 2019-03-01 at 1200 hours (noon) local time.

1.0 DEFINITIONS

- 1.1 The following definitions will apply to this Request for Proposal and to any subsequent Contract:
- 1.1.1 **“Board”** means the Board of Management of the Toronto Zoo;
- 1.1.2 **“CEO”** means the Chief Executive Officer of the Toronto Zoo;
- 1.1.3 **“Consultant”** means the person, partnership or corporation contracting with the Board to provide the required Services;
- 1.1.4 **“Contract”** means acceptance by the Toronto Zoo (by way of written acknowledgement, Agreement, Contract or Purchase Order) to furnish Services for money or other considerations;
- 1.1.5 **“Contract Price”** means the price payable under the contract to the Consultant, being the Proposal Price eventually accepted by the Board of Directors of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
- 1.1.6 **“Proponent”** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
- 1.1.7 **“Proposal Price”**, **“Contract”** and **“Contract Documents”** have the meanings set out therefore in clauses contained in these documents;
- 1.1.8 **Request for Proposal (RFP)** means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- 1.1.9 **“Services” or “Work”** means everything that is necessary to be performed, furnished delivered by the Consultant to meet the Consultant’s obligation under this Contract;
- 1.1.10 **“Successful Proponent”** means the same as **“Consultant”**

2.0 BACKGROUND AND PROJECT SCOPE

The Toronto Zoo opened August 15, 1974. Over time it has grown and evolved. Now home to more than 5,000 animals and 300 exhibits representing the world's biomes, the Zoo is situated on 710 acres of land in the picturesque Rouge Valley. The Zoo attracts approximately 1.3 million visitors annually.

The Zoo's current five year Strategic Plan will conclude in 2020. As a result, the Toronto Zoo is seeking a qualified and experienced consultant or consulting team to facilitate and develop a new innovative Strategic Plan, with an inspiring vision, principles and focused story that will take the Zoo forward over the next five years. The Strategic Plan will play a key role in guiding the Toronto Zoo's future aspirations and success as a leader in wildlife conservation and sustainability as well as maintaining its position as a top regional tourism attraction that values excellent guest experience.

The role of the Strategic Plan is not only to guide the activities and actions of the Zoo Board of Management and Zoo staff, but also to communicate a cogent and focused story regarding the Zoo's important and growing role in conservation and conservation education. The Zoo seeks to educate the public effectively in conservation and wildlife science and to provide a high quality guest experience. By effectively growing attendance by appealing to new and broader audiences and generating new earned revenue, the Toronto Zoo can further its conservation-education mission.

The Toronto Zoo plans pro-actively for its future. For example, in October 2013, Toronto City Council considered a report completed by the Zoo, in consultation with the City Manager, regarding the future governance structure of the Toronto Zoo. The study reviewed a range of governance options, including the status quo as a City board or alternatively adopting a non-profit private model to operate the Zoo. City Council recommended that the Toronto Zoo remain as a City agency and made several recommendations to strengthen the governance structure and operations. The recommended actions included updating the Tripartite Agreement between the Zoo, the City and the Toronto & Region Conservation Authority, developing strong intergovernmental partnerships and with additional partnerships with "like minded" institutions, and growing revenues through creation of new on-site experiences. City Council endorsed these recommendations recognizing the importance of having a "roadmap" for moving forward.

Since 2013, in response to the report, the Zoo has completed a 5 year Strategic Plan, a long term capital Master Plan, an Organizational Review, and a Staff Engagement Survey. The Toronto Zoo has added attractions, is growing itself as an event venue, has built a state of the art Wildlife Health Centre with public access, and is establishing a Wildlife Conservancy for fundraising purposes.

A major external influence is on the future of the Toronto Zoo is Rouge National Urban Park (RNUP) established as part of the national park system in 2011. The required legislation for the Park is approved and recently the Management Plan for RNUP was presented to the House of Commons by the Minister. It is expected that implementation of the RNUP will now proceed at an accelerated pace. Once a new Tripartite Agreement is implemented in 2019 with valley lands west of the Zoo included as part of RNUP, the Toronto Zoo will be located in the heart of one the world's largest urban national parks. For many years the Toronto Zoo and Parks Canada have maintained a healthy collaborative partnership with potential for significant growth.

The Toronto Zoo also works with many other established partners with like interests and missions. This includes educational institutions, such as the University of Toronto and the University of Guelph, the Toronto and District Schoolboard, non-governmental organizations, such as Ontario Nature and World Wildlife Fund, as well as corporate sponsors and donors.

A more recent partnership is with Centennial College. To date the relationship has consisted primarily of educational experiences for students in a Zoo setting. The College and the Zoo are currently examining the feasibility of larger collaborations.

Building new and strengthening current strategic alliances will be a focus for the Toronto Zoo in 2020 and beyond.

The Province of Ontario and the Toronto Zoo have aligned public policy interests in the areas of tourism, wildlife conservation, environmental sustainability and public education. There is the potential for the Province to assume a greater role in areas of common interest and considering the Zoo is enjoyed by a regional visitor base, not just City of Toronto residents. The Strategic Plan should explore stronger ties going forward with the Ontario and Federal governments and other partners as noted below, to ensure the long-term sustainability of the Toronto Zoo. The Strategic Plan should also consider the role the Toronto Zoo can play within its own local community in Scarborough.

The Toronto Zoo is a complex multi-faceted organization, with core specialized responsibilities in animal management and exhibits, while committed to the higher purpose of wildlife, scientific research, education, animal welfare and conservation. As well, there are the administrative functions, customer-facing services, marketing, public relations and facility maintenance functions. Recommendations, for improvement to the Zoo's operations and programs were made during an Organizational Review completed in 2018. This includes structural re-focusing of the Toronto Zoo which will be implemented commencing the spring of this year. A Staff Engagement survey was completed in the fall /winter of 2018 and this has helped place some focus on the work culture of the Toronto Zoo. The Strategic Plan must consider the diverse elements of the Toronto Zoo's business creating a clear and unified focus.

The terms of this engagement are outlined in a deliverable of set objectives over six months, to commence immediately upon award and issuance of a contract and/or purchase order.

3.0 PROJECT DESCRIPTION AND DELIVERABLES

Reporting to Director of Corporate Planning and the Chief Executive Officer, the Consultant will undertake the following:

3.1 Review Related Documents

3.1.1 Review existing background information to understand the Toronto Zoo's history, purpose, operating environment and future plans. Relevant documents include:

- 2010 Economic Impact Analysis
- 2013 Future of the Zoo Report
- 2015-2020 Strategic Plan
- 2016 Capital Master Plan
- 2018 Conservation, Education & Wildlife Division Strategic Plan

- 2019 Operating Budget
- 2019-2028 Capital Budget
- Conservation & Education Activities Report
- Marketing and Visitor research
- Organizational Review
- Staff Engagement Survey Overview

3.1.2 Review related studies undertaken by industry associations: Association of Zoos & Aquariums (AZA) and Canada's Accredited Zoos & Aquariums (CAZA).

3.2 Research

- 3.2.1 Identify and review trends and recent developments in the zoo and aquarium industry, with focus on different ways of communicating a cogent, focused, and easy to understand story that connects the Toronto Zoo's mission with people and the natural world.
- 3.2.2 Identify and review tourism trends and other factors impacting the Zoo's operating environment to assist growth of the Zoo's role as a leading, guest centred tourism attraction.
- 3.2.3 Review vision statements from other organizations for comparison with the Zoo.
- 3.2.4 Undertake an analysis of both internal and external factors that are threats or opportunities for the Zoo.
- 3.2.5 Summarize the key issues or drivers.

3.3 Consultation

- 3.3.1 Facilitate two strategic sessions with senior Zoo staff and Board members to understand their vision for the Zoo and their key issues.
- 3.3.2 Facilitate a workshop with senior staff from key partners. (e.g. University of Toronto, Parks Canada, Province of Ontario, Centennial College, Guelph, York University, Trent University etc.) for up to 30 participants.
- 3.3.3 Using the themes and ideas from consultation with the Board, staff (permanent, seasonal and retired) and key partners, conduct up to 15 one on one interviews with selected individuals, including former Board members, tourism industry partners, key agencies and partner organizations.
- 3.3.4 Conduct a consultation with the local community in Scarborough;
- 3.3.5 Once a draft of the key issues and directions has been developed, facilitate sessions with Zoo staff and Zoo volunteers for discussion and input.
- 3.3.6 Conduct an online survey, or other suitable mechanism, to seek input from Zoo members, donors as appropriate.
- 3.3.7 The Zoo will provide meeting space and administrative support to co-ordinate and execute the group sessions.

3.4 Consolidation, Review and Final Documents

- 3.4.1 Based on the findings from the research and consultation phases, articulate the key strategic themes that will shape the Zoo's future.
- 3.4.2 Develop an inspiring and concise mission and vision statement and a focused story based strategy to take the Zoo forward for the next five years.
- 3.4.3 Develop organization-wide goals that align with the new vision and strategy to set the future course for the Zoo.

- 3.4.4 Prepare a concise, polished Strategic Plan document, with priority goals over the five year horizon. The story told must be clear, simple and must cogently communicate a compelling story to the Board, staff, volunteers, the stakeholders and the general public regarding the mission, purpose and value the Zoo provides.
- 3.4.5 Recommend how the 2020-2025 Strategic Plan can be rolled out to stakeholders (staff, volunteers, partners, members, donors).
- 3.4.6 Address how the 2020-2025 Strategic Plan can be used to develop support and alignment between the Zoo and the new conservancy.
- 3.4.7 Develop metrics through a dashboard approach regarding how the 2020-2025 Strategic Plan can be evaluated and success measured at periodic intervals during its five year life.
- 3.4.8 Prepare and present interim and final presentations on the work to the Board of Management of the Toronto Zoo.

3.5 Deliverables and Timelines

- 3.5.1 Meet with the Project Team to finalize the work plan, project requirements and project schedule.
- 3.5.2 Review background material, conduct research and consultation. Prepare summary notes of interviews, facilitated sessions and project meetings (2019-05 to 2019-08).
- 3.5.3 Draft vision statement and strategic platform by 2019-08-15 for review by the Board (or a Committee of the Board).
- 3.5.4 Draft Strategic Plan, including vision, strategy, principles, and story (by 2019-10-30).
- 3.5.5 Provide an electronic copy in Microsoft Word & Adobe Acrobat (PDF) of the Final Strategic Plan (by 2019-11-15).
- 3.5.6 Presentation to Board of Management (November/December 2019).

The Strategic Plan will include one round of internal Toronto Zoo revisions to the draft vision statement and strategic platform and one final round of review and minor revisions to the final draft strategic plan, if needed.

4.0 SCHEDULE OF EVENTS

The following schedule is planned for the RFP process:

Release of RFP	Friday 2019-02-20
Proponents' Question Deadline	Friday 2019-03-01
Submission Due	Friday 2019-03-15
Interviews, if necessary	Week of 2019-04-01
Notification of Award By the Toronto Zoo	By Monday 2019-04-15
Commencement of Work	Monday 2019-05-03
Draft vision statement and strategic platform	Friday 2019-08-16
Draft Strategic Plan, including vision, strategy, principles, and story	Friday, 2019-11-01

The RFP process will be governed according to above schedule. 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.

5.0 FEE PROPOSAL

- 5.1 The proposal shall specify and state a firm not to exceed price using the attached form, Appendix A, including total fees and expenses (excluding taxes) in order to complete the assignment.
- 5.2 The Consultant shall not perform any Services or Work that would result in an increase in fee payable by the Toronto Zoo without the prior written approval of the Toronto Zoo.
- 5.3 The Consultant shall, even if the rate of payment set forth in the Proposal is based on an hourly rate, daily or other time based rate, perform all of the Services required to complete the deliverables, regardless of the fact that the time spent by the Consultant in performance may exceed the maximum specified therein, and that neither the rate nor any provision of the Proposal shall relieve the Consultant from performing all the Services or reduce its obligations to one of performing only some proportionate or other part of the Services.
- 5.4 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.

6.0 PROPOSAL SUBMISSION FORMAT

- 6.1 Evaluation of Proposals is facilitated when proponents respond in a similar manner. The following page format sequence, and details should be followed to provide consistency in the Proponent response and ensure each Proposal receives full consideration.
 - 6.1.1 Title page, showing Request for Proposal number, Proponent's name, telephone number, authorized signature and contact name.
 - 6.1.2 The page letter of introduction, signed by the person or persons authorized to sign on behalf of and bind the Proponent to the statements made on the Proposal.
 - 6.1.3 Table of Contents.
 - 6.1.4 Executive summary.
 - 6.1.5 Duly executed Proposal Form.
 - 6.1.6 Corporate Information.
 - 6.1.7 Detailed experience, background and other similar project opportunities completed within the past five (5) years including, if any, in the tourism sector.
 - 6.1.8 Three (3) references including name, address contact person and telephone number from clients with similar projects as outlined in this RFP (do not list the Toronto Zoo as a reference).
 - 6.1.9 Detailed biographies of team lead and key members and their roles.
 - 6.1.10 Estimated time frame to complete the project deliverables and work plan or schedule with key dates and milestones for immediate implementation and the accompanying identification of staff and resources that will be assigned to this project.
 - 6.1.11 A breakdown of total proposal cost by element and activity; total fixed price for the project, including consulting fees, sub-contractors (if required), key milestones for earning of proposed fee and disbursements.
 - 6.1.12 Identified conflict of interests in the event if the Proponent's representation of any of its clients could create a conflict of interest should the Proponent provide services to the Toronto Zoo.

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.

7.0 PROPOSAL EVALUATION CRITERIA

The Proponent is urged to ensure that its Proposal is submitted in the most favourable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the Proposal from further consideration.

The RFP will not be awarded to the Proposal with the lowest cost, but rather, award shall be based on an evaluation of the Consulting team's expertise, prior project experience, proposed methodology, and price. Additionally, the Zoo may accept or reject any part of the Proponent's bid.

An Evaluation Team comprised of representatives designated by the Zoo will evaluate responses to the RFP.

There are three steps to the pre-defined evaluation process:

- Step 1 – Initial Review of Responses
- Step 2 – Evaluation of Submitted Proposals
- Step 3 – Evaluation of Presentations

Step 1 – Initial Review of Responses

The Zoo will open only those Proposals received by the Proposal Deadline and time specified within this RFP. Immediately upon opening, the Zoo will review each Proposal for compliance with the instructions and conditions applicable to this RFP. The Zoo, at its option, may seek Proponent retraction and clarification of any discrepancy/contradiction found during its review of Proposals.

Step 2 – Detailed Review

Evaluation Point Rating [Threshold Requirements]

Proposals will be assessed on a point rating system, outlined below, with a maximum 80 technical and experience points and a maximum of 20 for proposal fee. This is used to determine each proponent's strategic and technical fit to the needs described in the proposal documents. The technical points will be added together with the reference and proposal fee points (outlined below) to determine a final point score out of 100.

Proposals scoring less than a total threshold of 56 (70%) technical and reference points will be considered technically unacceptable. Proposals that meet or exceed the 56 technical point threshold score will have their proposal fee scored.

Technical and Experience Evaluation

In their proposal, Proponents shall clearly show the following:

TECHNICAL AND EXPERIENCE EVALUATION		Maximum
	Organization <ul style="list-style-type: none"> Understanding of the assignment/objectives 	25
	Experience <ul style="list-style-type: none"> Demonstrated understanding of similar projects completed within the past five (5) years including, if any, in the tourism sector, previous experience and demonstrated communication skills 	25
	Methodology and Approach <ul style="list-style-type: none"> Suitability & acceptability of proponent's detailed proposed services, skill set of consulting team lead and key members and their roles, methodology as noted in 6.1.10 and approach to prepare the Strategic Plan. 	30
	THRESHOLD – TECHNICAL AND EXPERIENCE EVALUATION	56
	TOTAL TECHNICAL AND EXPERIENCE EVALUATION	80

Proposal Fee Evaluation

PROPOSAL FEE EVALUATION		Maximum
	The lowest cost proposal that is qualified to stage two and meets the technical point threshold will receive 20 points. The remaining proposals will be assigned points based upon the following formula: (lowest cost proposal <u>divided by</u> proponent's proposal cost x 20)	20
	TOTAL FEE EVALUATION	20

Step 3 – Interview (if required)

Based on the paper submission proposal scoring, high-scoring Proponents may be asked to attend an interview. The Proponent(s) will provide a presentation of their proposal and will be required to answer questions.

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

The Evaluation 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 the Toronto Zoo and will not disclose any of the same during or after the evaluation process. Due to budget and time constraints, the Evaluation 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 Toronto Zoo will be final and binding.

8.0 AWARD NOTIFICATION

The successful Proponent shall be retained through the issuance of a contractual agreement and/or Purchase Order, which shall include the terms and conditions of this Request for Proposal.

9.0 PROPOSAL TERMS AND PROVISIONS

9.1 Consultant's 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.

9.2 Insurance Requirements (at the discretion of the Toronto Zoo)

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

9.2.2 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.

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

9.2.3 All policies of insurance required to be taken out by the Consultant shall be placed with insurers licensed to conduct business in the Province of Ontario and shall be subject to the approval of the CEO, acting reasonably.

9.2.4 The Consultant shall deliver to the Board evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the CEO acting reasonably.

9.2.5 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 CEO.

9.2.6 The provisions of this section shall no way limit the requirements and obligations imposed on the Consultant elsewhere in the Contract, nor relieve the Consultant from compliance therewith and fulfillment thereof.

9.2.7 The parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the Contract.

9.3 Incurred costs

The Proponent shall bear all costs and expenses with respect to the preparation and submission of its Proposal and the Proponent's participation in the proposal process (the "Proposal Costs"), including but not limited to: all information gathering processes, interviews, preparing responses to questions or requests for clarification from the Board and contract discussions and negotiations.

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

The RFP does not constitute an offer or tender by the Toronto Zoo. Receipt of Proposals by the Toronto Zoo pursuant to this RFP or selection or notification confers no rights under any Proposal nor obligates the Toronto Zoo in any manner whatsoever.

9.4 Liability of Errors

While the Toronto Zoo has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Toronto Zoo, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

9.5 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.

9.6 Cancellation

Nothing herein shall be construed as giving the Proponent the right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to the Toronto Zoo; and in the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this agreement, the Proponent shall be paid only for the portion of the work which shall have been satisfactorily completed at the time of termination.

9.7 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:

9.7.1 is and shall remain the property of the Board;

9.7.2 must be treated by Proponents and Prospective Proponents as confidential;

9.7.3 must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

9.8 Copyright:

The final product and related materials from the Work is to be for the exclusive use of the Toronto Zoo. The Toronto Zoo shall be the only and sole owner of the product and related materials for the sole and unfettered use by the Toronto Zoo. Upon payment of the of the said product 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 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 and related products.

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 the contract and/or 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 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.

9.12 Governing Law

This RFP and any quotation 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 FORM

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.

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

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

NOTICE OF NO BID

INSTRUCTIONS:

It is important to the Toronto Zoo to receive a reply from all invited Proponents. 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 & Supply Fax Number: (416) 392-6711.

A Proposal/Quotation/Tender is not submitted for the following reason(s):		
<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:	

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.

Vendor Name _____

RFP 02 (2019-02) STRATEGIC PLAN CONSULTING SERVICES

Closing: Friday, 2019-03-15, 12:00 hours (noon) local time

**TO BE RETURNED TO
Supervisor, Purchasing & Supply
TORONTO ZOO
ADMINISTRATIVE SUPPORT CENTRE
361A OLD FINCH AVE.
TORONTO, ONTARIO
M1B 5K7**

APPENDIX A - FEE PROPOSAL FORM

PROPONENT NAME	
-----------------------	--

ITEM	FEES	DISBURSEMENTS	HST	TOTAL
Strategic Plan Amount				
Per diem/hourly rates, team members				

APPENDIX B – LIST OF SUB-CONTRACTORS

PROPONENT NAME	
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The Proponent proposes to sublet the following portions of the Work to the persons firms or corporations indicated.

The Proponent (contractor) is responsible for all pricing with all subcontractors.

The Proponent submits that in proposing the under mentioned subcontractors, the Proponent has consulted each and have ascertained to our completed satisfaction that those names are fully acquainted with the extent and nature of the work and that they will execute their work with the requirements of the contract documents.

WORK OR SERVICES TO BE PROVIDED	NAME AND ADDRESS OF SUB-CONTRACTOR OR PERSON	YEARS OF WORKING WITH PROPONENT	TELEPHONE