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Joe Torzsok

Chief Executive Officer
John Tracogna

Chief Operating Officer
Robin D. Hale

2013-02-21

**REQUEST FOR PROPOSAL
RFP 13 (2013-02)
PROFESSIONAL SERVICES - GOVERNANCE**

The Toronto Zoo is seeking a highly qualified and experienced professional services firm to provide strategic support and advice related to the proposed new Governance Plan for the Toronto Zoo. The firm will be expected to leverage the output and work performed to date through other resources in order to complete the assignment.

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

Submission: Six **(6)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL and **five (5)** copies of the original proposal clearly marked as COPY in a sealed package or envelope must be submitted and received to the following address, Purchasing & Supply, Toronto Zoo, Administrative-Support Building, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

Due date: **Friday, 2013-03-01, 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 RFP process including instructions and contract terms and conditions of this RFP, please contact Peter Vasilopoulos, Supervisor, Purchasing and Supply at 416-392-5916

Yours truly,

Robin D. Hale
Chief Operating Officer

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INSTRUCTIONS TO BIDDERS

1. Ensure that you have received all **20** pages of the RFP package.
2. Provide **six (6)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL and **five (5)** copies of the original proposal clearly marked as COPY in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above).
3. Your sealed proposal including all forms must be completed, and received by Purchasing & Supply, Toronto Zoo, Administrative-Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by **Friday, 2013-03-01, 1200 hours (noon, local time)** or your proposal will not be considered.
4. 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.
5. Include signed copies of any addenda with your proposal package.
6. 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.
7. Proposals must **not** be submitted by facsimile or email or any other electronic means.
8. 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.
9. All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal deadline.
10. Unless otherwise indicated herein, the prices stated are payable in Canadian Funds, HST excluded.
11. Include product information, samples, and pictures, as necessary.
12. The award of the contract is subject to negotiations with the lead proponent including, but not limited to the following:
 - a) Changes or work refinements in the service requirements or scope of work proposed by the proponent
 - b) Price- if directly related to a change or refinement in the proposed scope of work proposed by the proponent.
 - c) Specific contract details as deemed reasonable for negotiation by the Toronto Zoo

If a written cannot be negotiated within thirty (30) days of notification to the lead proponent, the Toronto Zoo, at its discretion at any time thereafter, terminate negotiations with the lead proponent and either enter into negotiations with the next qualified proponent or cancel the RFP process and not enter into a contract with anyone.

1.0 DEFINITIONS

1.1 Definitions:

- 1.1.1 “**Chief Executive Officer**” means the CEO of the Board of Management of the Toronto Zoo;
- 1.1.2 “**Chief Operating Officer**” means the COO of the Board of Management of the Toronto Zoo;
- 1.1.3 “**Contract**” means the contract agreement issued for the Work required;
- 1.1.4 “**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;
- 1.1.5 “**Successful 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;
- 1.1.6 “**Prime Vendor**” means a person, partnership or corporation of firm that submits a Proposal in response to this RFP on a behalf of a joint venture or consortium;
- 1.1.7 “**Proponent**” means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
- 1.1.1 “**Toronto Zoo**”, “**Zoo**” or the “**Board**” means the Board of Management of the Toronto Zoo;
- 1.1.8 “**Work**” or “**Services**” means all services required under these documents, and in accordance with the Contract Requirements, General Requirements, and Specifications;

2.0 SCOPE OF WORK - GOVERNANCE

The Toronto Zoo is seeking a highly qualified and experienced professional services firm to provide strategic support and advice related to the proposed new Governance Plan for the Toronto Zoo. The firm will be expected to leverage the output and work performed to date through other resources in order to complete the assignment. The price quoted must reflect the completion of all work to be undertaken including any related legal / tax / accounting services required to establish the new Governance structure.

Deliverables

The selected firm, working with the CEO, shall provide services that include but are not limited to the following areas:

1. Governance Structure

Work to be completed in this area will include identification of all organizational implications, board/committee structure, ownership, relationship to the City (and other shareholders), Management Agreement, Ground Lease, tax-advantaged corporate structure. Clarify Governance Structure through:

- a. Completion of a detailed analysis of the proposed Board committee structure, provide advice and affirmation of the work completed to date, or recommend adjustments;
- b. Review / recommendation of relevant best practices as appropriate;
- c. Clear definition of roles and responsibilities of the Board versus Zoo staff, including degree of engagement;
- d. Outline of the desired characteristics of Board members;
- e. Provide RACI chart to clarify roles, responsibilities and relationships between the Board, Executive Committee and other Board Committees;
- f. City representation, including strategy to phase out of the representation as City financial support declines.

2. Business Plan Development

In this area, support from the successful proponent is expected to include a review of the pro-forma operating statements prepared by the Governance team, the anticipated schedule of City support reduction, the forecasted impact of Pandas on attendance/revenues, the capital plan and other financial assumptions through:

- a. Completion of a financial analysis and report based on review of pro-forma operating statements, including sensitivity tests, underlying assumptions, risk analysis, key success drivers and best practice insights from other agencies;
- b. Identification of the critical success factors for implementation of the new ZooCo structure;
- c. Identification of potential capital investments and concept plans that could produce new net revenue and enhance existing revenues;
- d. Identify potential capital projects/programs for eventual partnering with the Rouge Urban National Park;
- e. Preparation of a high level strategy and outline of the key success factors and critical initiatives necessary to successfully complete the first year of operation under the new structure.

3. Change Management

Expectations related to Change Management to support the transition to the ZooCo. Governance structure include the development of required communications, a road map for successful transition, a documented plan to address potential HR/LR issues, risk and issue management, and development of an integrated project plan through:

- a. Preparation of a transition “road map” showing tasks that need to be completed through use of necessary project management tools and applications;
- b. Work with Labour Relations legal team to determine organizational and change implications of staff transfer to ZooCo;
- c. Change management strategy (communications, overcoming resistance, enablers, case for change);
- d. Critical success issues during transition, including linkages and coordination with ongoing preparations for Panda arrival;
- e. Risk analysis to ensure continued operations of the Zoo during transition.

4. Other Services

The expectations of the successful proponent in this area include counsel and support of the efforts necessary in the preparation of Management Agreement (MA) and Ground Lease (GL) requirements with the City of Toronto and Toronto and Region Conservation Authority (TRCA) including:

- a. A clear outline of the key business requirements and terms to be reflected in MA and GL to ensure understanding and maximize potential for approval by the City and TRCA;
- b. Optimizing the use of City services to be retained;
- c. Outline of the preferred strategy for managing ownership and control of assets (land, facilities, animals);

- d. Review existing, and identify new, conservation activities and make recommendations on how these may be leveraged to increase Zoo awareness and visitation;
- e. If applicable, recommend changes to work methods, processes, and other factors that supports self-sufficiency and potential cost savings over time;
- f. Review and suggest fundraising/sponsorship and marketing strategies (e.g . potential markets, ticket pricing, etc.) to impact the "bottom line";
- g. Support in expediting the legal agreement implementation/execution.

5. Provide reports and documentation

- a. Provide documentation, reports and presentations for the CEO as required for each of the deliverables and providing other advice as may be identified throughout the review process;
- b. Work with Toronto Zoo staff as required;
- c. Attend, support and provide documentation for status and/or planning meetings with the CEO, and/or other Toronto Zoo officials as required.

6. Project Reporting Process and Time Line

- a. Due to the importance of this initiative, this project will be conducted on an accelerated timeline;
- b. The Toronto Zoo wishes to engage the successful proponent no later than 2013-03-04, with completion of the final report required by 2013-03-25.

3.0 RFP TIMELINES

Proposals issue date:	2013-02-21
Proposal submission date	Friday 2013-03-01, 12:00 hours (noon), local time
Short list interviews:	Week of 2013-03-04
Work awarded:	Week of 2013-03-04
Completion and delivery of final report	Monday 2013-03-25

These are estimate dates only and the Toronto Zoo reserves the right to change these dates as required.

4.0 SELECTION PROCESS

Evaluation Criteria	Points Awarded
Stage One	
• Understanding of the assignment/objectives	25
• Demonstrated understanding of similar projects and previous experience	20
• Suitability & Acceptability of proponent’s detailed proposed services, methodology and approach methodology to achieve governance success.	35
• Proposal fee The lowest cost proposal that is qualified to stage two will receive 20 points. The remaining proposals will be assigned points based upon the following formulas: (lowest cost proposal divided by proponent’s proposal cost x 20)	20
Total	100

Stage Two – Interview (if required)

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 and Corporation Staff. It is the sole discretion of the 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 the 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.

5.0 GENERAL PROVISIONS**5.1 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.

5.2 Prime Vendor:

A joint Proposal by a consortium of two or more Vendors having no formal corporate links may be submitted, but one person or company must be shown as the Prime Vendor and be prepared to represent the joint venture or consortium to the Zoo by executing the Agreement, acting as the primary contact and taking overall responsibility for performance of any Agreement.

Where a proposal is made by a Prime Vendor with associate firms working with or under the Prime Vendor in either a sub-contracting or consortium relationship, it required that associate firms be named in the Proposal.

5.3 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.

5.4 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 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

5.5 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.

5.6 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.

5.7 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.

5.8 Insurance 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 must be maintained through the Project and included in the Fee Proposal.

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

Professional Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence to cover errors and omissions of the Consultant which result from the performance of Services.

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.

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.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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.

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.

5.15 **Conflict of Interest:** The Toronto Zoo recognizes that the Consultant may have concurrent retainers with other public and private sector clients and the Toronto Zoo expects all parties to work co-operatively to ensure that potential conflicts of interests are disclosed and avoided in a timely manner. Consultants may be called on, at any time, to provide the CEO or designate with a written update of any real or potential conflicts. Consultants should also refer to the terms and conditions in the **Sample Agreement** attached to this RFP.

5.16 **Confidentiality:** It is anticipated that, in the course of performing Services, the Consultant will have access to information that is confidentiality. Therefore, the Consultant will safeguard and always keep confidential all information obtained in the performance of the Services except as authorized in writing by the CEO or designate. Consultants should also refer to the terms and conditions in the **Sample Agreement** attached to this RFP.

5.17 **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.

5.18 **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.

5.19 **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.

5.20 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

5.21 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.

6.0 SUBMISSION REQUIREMENTS

1. Provide **six (6)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL and **five (5)** copies of the original proposal clearly marked as COPY in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above).
2. Responses to the RFP may be submitted on behalf of an individual firm, strategic partnerships, joint ventures or consortiums, however a single firm must be identified as the primary contact as required to execute a contract with the Toronto Zoo.
3. Proposals submitted in response to this RFP should be detailed sufficiently and demonstrate attention to the project objectives as outlined in Section 2.0 of the RFP and proponents should structure their responses in the order outlined below:
 - a) Title Page;
 - b) Letter introducing the Proponent including legal name and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP;
 - c) Table of Contents;
 - d) Executive summary;
 - e) Signed submission form, section 8.0;
 - f) A clear demonstration of the firm's capacity and understanding of the assignment;
 - g) Detailed biographies of team lead and key members and their roles;
 - h) 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;
 - i) The cost structure for deliverables including staffing costs;
 - j) 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;
 - k) 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;
 - l) Detailed experience, background and other similar project opportunities completed within the past five (5) years;
 - m) Provide 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.

7.0 COMMUNICATIONS

For any questions concerning the RFP process including instructions and contract terms and conditions of this RFP, please contact:

Peter Vasilopoulos
Supervisor, Purchasing & Supply
Tel: 416-392-5916
Fax: 416-392-6711
E-mail: pvasilopoulos@torontozoo.ca

For any technical questions concerning the RFP, please contact:

John Tracogna
Chief Executive Officer
Tel: 416-392-5909
E-mail: jtracogna@torontozoo.ca

8.0 FORMS

8.1 Proposal Form

- a) The undersigned Proponent having reviewed and fully understood the Request for Proposal and all terms and requirements of the Request for Proposal and information provided, hereby submits the attached Proposal and supporting materials (“the Proposal”) in accordance with the terms and requirements of the Request for Proposal and the following:
- b) I/We have carefully examined the specifications together with all other factors affecting the work and hereby propose to furnish the goods and/or services in the manner called for in the specifications.
- c) I/We agree that this submission is been made without any collusion or fraud.
- d) 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.
- e) 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.
- f) I/We acknowledge receipt of the following addenda issued during this Request for Proposal:
_____ # _____ # _____ # _____ # _____

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.	%	

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 13 (2013-02) – PROFESSIONAL SERVICES - GOVERNANCE

Closing: Friday, 2013-03-01, 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**

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.

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:	

SAMPLE AGREEMENT

B E T W E E N:

BOARD OF MANAGEMENT OF THE TORONTO ZOO

hereinafter called the "**Board**",

OF THE FIRST PART

- and -

SUCCESSFUL PROPONENT

hereinafter called the "**Consultant**",

OF THE SECOND PART

WITNESSES THAT:

WHEREAS the **Board** issued a Request for Proposals dated 2013-02-21 in order to provide professional services, strategic support and advice related to the proposed new Governance Plan ("**the Project**") for the Toronto Zoo (hereinafter called the "**Zoo**") (which Request for Proposal is hereinafter called the "**RFP**") and is appended hereto as Schedule "**A**", and forms part of this agreement;

AND WHEREAS the **Consultant** has submitted a Proposal dated _____, (hereinafter called the "**Proposal**"), attached hereto and forming part of this agreement, to provide the services in relation to the **Zoo's RFP** (the "**Work**"), more particularly as set out in the **Proposal** and appended hereto as Schedule ____ (the services and other things required to be done by the **Consultant** as set out in the **RFP**, the **Proposal** and Schedule ____ hereinafter called the "**Services**");

AND WHEREAS the **Consultant** has agreed to perform the **Services** upon the terms and conditions as hereinafter set forth;

IN CONSIDERATION OF the mutual covenants herein contained, the **Board** and the **Consultant** hereby mutually covenant and agree as follows:

1. (1) The **Consultant** shall, in accordance with all of the terms of this Agreement (the "**Agreement**"), supply, provide and perform the **Services** with all due and reasonable diligence, professional skill and competence, all to the reasonable satisfaction of the **Zoo's** Chief Executive Officer or his designate (collectively called the "**CEO**").

(2) The **Consultant** shall provide, at the **Consultant's** sole cost and expense, all necessary equipment, accommodation, staff and technical assistance required in performing the **Services**.

(3) The **Consultant** shall, even if the rate of payment set forth in Schedule ____ hereto is based on an hourly, daily or other time based rate, perform all of the **Services** notwithstanding that the value of the time spent by the **Consultant** in performance thereof exceeds the maximum specified therein, on the basis that neither such rate nor any provision of this **Agreement** shall relieve the **Consultant** from performing all the **Services** or reduce its obligation to one of performing only some proportionate or other part of the **Services**.

2. (1) The **Consultant** shall obtain the prior written approval of the **CEO** for the employment, engagement or retaining of any subconsultant except for any assistance rendered by the **Board**, and any subconsultant identified in the **Proposal**.

(2) The **Consultant** shall be solely responsible for the payment of any subconsultants employed, engaged or retained by the **Consultant** for the purpose of assisting it in the discharge of its obligations under this **Agreement**.

(3) The **Consultant** shall co-ordinate the services of all subconsultants employed, engaged or retained by the **Consultant** pursuant to subparagraph (1) hereof and, without limiting the generality of paragraph 8 of this **Agreement**, the **Consultant** shall be liable to the **Board** for costs or damages arising from errors or omissions of such subconsultants or any of them.

(4) Nothing in this agreement shall be taken as making the **Board** the "employer" of any workers employed or engaged by the **Consultant** for the **Services**, either instead of or jointly with the **Consultant**.

3. All plans, and information prepared by the **Consultant** pursuant to this **Agreement** shall be and become the sole and absolute property of the **Board** without the payment of any compensation whatsoever therefore by the **Board** to the **Consultant**, and the same shall be delivered by the **Consultant** to the **Board** upon the completion of the **Services** as may be required by the **CEO**, and same may be used and/or reproduced by the **Board** in respect of any further work, or otherwise in respect of the Project at the **Zoo**.

4. Notwithstanding anything to the contrary contained in the **Proposal**, subject to the provisions of paragraph 6 of this **Agreement**, the **Board** will pay the **Consultant** in the amounts and manner, and at the times, as set out in Schedule ____ hereto.

5. The **Consultant** shall not perform any service or work that would result in an increase in fee payable by the **Board** without the prior written approval of the **CEO**.

6. The **CEO** may by written notice to the **Consultant** at any time suspend or terminate the whole or any part of the provision of the **Services** for reasons, including but not limited to the **Consultant** failing from any cause whatsoever to perform the **Services** as required by this **Agreement**, or failing to perform same in a manner satisfactory to the **CEO**, or the **CEO** determining to carry out the **Services** with staff of the **Board**, or not to proceed with or to discontinue the **Services**, and thereupon:

- (a) the **Board** shall be liable for payment to the **Consultant**, only for those monies attributable to the part of the **Services** performed to the satisfaction of the **CEO** to the earlier of the date of failure stipulated in such notice or of the date of receipt of such notice by the **Consultant**; subject in the case of any such suspension, to resumption of responsibility by the **Consultant** if and to the extent that such suspension is lifted by written notice from the **CEO**;
- (b) the **CEO** may appoint officials of the **Board** or any other person or persons in the place and stead of the **Consultant** to perform the **Services** or any portion thereof;
- (c) the **Consultant** shall have no claim against the **Board** except for such of the **Services** as have been satisfactorily performed by the **Consultant** up to the earlier of the date of failure stipulated in such notice or the date of receipt of such notice as aforesaid; and
- (d) nothing contained herein shall limit the rights of the **Board** to recover damages from the **Consultant** arising from the failure of the **Consultant** to perform the **Services** satisfactorily in accordance with the terms of this **Agreement**.

7. (1) The **Consultant** shall, from the time of commencement of performance of the **Work**, until at least TWENTY-FOUR (24) MONTHS following satisfactory complete performance of the **Services** by the **Consultant**, maintain with an insurer selected by the **Consultant**, professional liability insurance for any error or omission in discharging any of the **Consultant's** professional obligations, including any design and material specification, in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) per claim and otherwise satisfactory in form and content to the **CEO** and comprehensive liability insurance having a limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) in respect of injury or death to a single person or for property damage;

(2) The insurance referred to above shall be in amounts, on forms and with insurers acceptable to the **CEO**, acting reasonably.

(3) With respect to the comprehensive general liability policy, the **Consultant**, the **Board**, and the City of Toronto shall be shown as additional insureds and all proceeds shall be payable to them jointly as their interests may appear. All such policies shall contain a waiver of any right of subrogation or recourse by the insurers against any insured and those for whom they may be in law responsible, with respect to any act, omission, or negligence by any of them (other than deliberate act of a party claiming indemnity under the policy). The policy shall contain provisions for severability of interests and cross liability among insureds. The policy shall contain undertakings from the insurers it shall not be cancelled or allowed to lapse or be materially changed until at least 30 days prior written notice has been given to the **Consultant** and the **Board**.

(4) With respect to the professional liability insurance, the **Consultant** shall provide the **Board** with evidence, satisfactory to the **CEO** that the premium has been paid and that there is no other indebtedness, and shall provide the **CEO** with written evidence that such insurance has been renewed at least 30 days prior to the expiration date of any such policy.

(5) The **Consultant** shall pay all premiums with respect to all insurance in a timely fashion.

(6) The **Consultant** shall provide at the time of execution of this **Agreement** evidence of such insurance coverage in the form of original signed Certificates of Insurance satisfactory to the **CEO**; and from time to time, as such coverage expires or is replaced, shall provide original signed Certificates evidencing renewals or replacements thereof satisfactory to the **CEO**, all of which Certificates may be permanently retained by the **Board**.

(7) The **Consultant** shall, at the request of the **CEO**, replace any original or replacement insurance coverage obtained pursuant to this paragraph, with coverage through another insurer selected by the **Consultant**.

(8) Any premiums due on any insurance policy under this paragraph but not paid by the **Consultant** may be paid directly to the insurer(s) or broker(s) by the **Board**, which shall be entitled to deduct the amount of same along with its reasonable costs in so doing from any monies otherwise due to the **Consultant** by the **Board** either under this **Agreement** or otherwise.

(9) The **Consultant** agrees that it, its employees, agents, occupants and invitees will not keep in or upon the **Zoo** any article or substance which may be prohibited by the insurance policy mentioned above, or do or omit, or permit to be done or omitted anything which will cause any increase in the insurance premiums or the cancellation of any insurance policy.

(10) The provisions of this paragraph 7 shall in no way limit the requirements and obligations imposed on the **Consultant** elsewhere in this **Agreement**, nor relieve the **Consultant** from compliance therewith and fulfilment thereof.

8. It is understood and agreed that the **Consultant** shall prepare, submit and pursue all applications for all permits and approvals required for or in connection with the **Services**, and the **Project**.

9. The **Consultant** hereby agrees that the **Consultant** will, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the **Board**, the City of Toronto, the Toronto and Region Conservation Authority, their employees, officers, agents, invitees, successors and assigns from and against all actions, claims and demands whatsoever which may be brought against or made upon them or any of them and against all loss, liability, judgements, costs, demands or expenses which they or any of them may sustain as a result of the negligent or intentional acts or omissions of the **Consultant**, its agents, servants, employees or subconsultants or any of them, in the performance of the **Services**, save and except and only to the extent that any such loss, liability, judgements, costs, demands or expenses are caused by the **Board** or those for whom at law it is responsible.

10. The **Consultant** must adhere to all relevant **Zoo** policies, including, but not limited to, the **Zoo** Health and Safety Policy, the Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the **CEO** shall supply to the **Consultant**.

11. Any demand or notice to be given pursuant to this **Agreement** shall be duly and properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such party as follows:

(a) in the case of the **Board**:
Board of Management of the Toronto Zoo
361A Old Finch Avenue
Toronto, Ontario M1B 5K7
Attention: CEO

(b) in the case of the **Consultant**:

Attention:

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

12. In the event of any conflict between any provisions of this agreement, the **RFP** or the **Proposal** the provisions of this agreement shall take precedence, followed by those of the **RFP** and finally those of the **Proposal**.

13. The Schedules attached to this **Agreement** shall constitute an integral part of this **Agreement** and all expressions defined in this **Agreement** shall have the same meanings in such Schedules.

14. No verbal arrangement or agreement, relating to the **Services** will be considered unless it is in writing and signed by duly authorized representatives of the parties.

15. (1) This **Agreement** shall not be assigned by the **Consultant** without the prior written consent of the **Board**.

(2) This **Agreement** and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their successors and (where permitted) assigns, respectively.

(3) The obligations set out in paragraphs **3** and **9** of this Agreement shall continue to bind the **Consultant** notwithstanding the completion of all or part of the **Services** and payment therefore in accordance with this **Agreement**.

IN WITNESS WHEREOF the **Board** has hereunto affixed its corporate seal attested to by the hands of its proper officers in that behalf duly authorized and the **Consultant** have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

) **BOARD OF MANAGEMENT OF THE**
) **TORONTO ZOO**
)
) _____
) _____
)
) **CONSULTANT**
)
) _____
) _____