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**Chief Operating Officer**  
Robin D. Hale

2014-01-29

**REQUEST FOR PROPOSAL  
RFP 03 (2014-01)  
STRATEGIC PLAN MANAGEMENT CONSULTANT**

The Toronto Zoo invites proposals from experienced individuals, organizations or teams to provide professional services to facilitate and lead the process of developing a Strategic Plan, including a vision, strategies and key goals to take the 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: Wednesday, 2014-02-19      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](mailto:pvasilopoulos@torontozoo.ca). Deadline for written questions is Friday 2014-02-07 1200 hours (noon) local time.

If you have any technical questions concerning the requirements of this RFP, please contact, Sue Gunton, Director of Corporate Planning at (416) 392-5911, [sgunton@torontozoo.ca](mailto:sgunton@torontozoo.ca).

Yours truly,

Robin D. 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, 2014-02-19, 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](mailto:pvasilopoulos@torontozoo.ca).

For any technical questions concerning the requirements of this RFP, please contact, Sue Gunton, Director of Corporate Planning at (416) 392-5911, [sgunton@torontozoo.ca](mailto:sgunton@torontozoo.ca).

Deadline for written questions is Friday 2014-02-07 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 “**Consultant**” means the person, partnership or corporation contracting with the Board to provide the required Services;

1.1.3 “**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;

1.1.4 “**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;

1.1.5 “**Proponent**” means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;

1.1.6 “**Proposal Price**”, “**Contract**” and “**Contract Documents**” have the meanings set out therefore in clauses contained in these documents;

1.1.7 “**Request for Proposal (RFP)**” means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;

1.1.8 “**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;

1.1.9 “**Steering Committee**” means a committee of Toronto Zoo staff.

## 2.0 BACKGROUND AND PROJECT SCOPE

The Toronto Zoo is seeking a qualified and experienced consultant or consultant team to facilitate and develop a Strategic Plan, with an inspiring vision and focused strategy that will take the Zoo forward over the next five years. The Zoo's current five year Strategic Plan will conclude in 2014. Moreover, there have been some recent developments that may or will play a role in the Toronto Zoo's future and therefore the timing is pivotal for refreshing our strategic direction.

The Toronto Zoo opened August 15, 1974 and in 2014 we are proud to be celebrating our 40<sup>th</sup> anniversary. 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. In 2013, the Toronto Zoo received a pair of giant pandas from China on loan for a five year period as part of an international conservation program.

In October 2013, Toronto City Council considered a report regarding the future governance structure of the Toronto Zoo. A study was undertaken in 2013 that reviewed a range of options, including the status quo as a City board or adopting a non-profit model to operate the Zoo which is common in other zoos. Council recommended that the Toronto Zoo remain as a City board and made several recommendations to strengthen the governance structure. This includes updating the current agreement between the Zoo Board of Management, the City and the Toronto & Region Conservation Authority. As well, the City will be working with the Toronto Zoo on a relationship framework to more clearly define roles and responsibilities. The need for a Strategic Plan and a Capital Master Plan was emphasized in the report and Council endorsed these recommendations recognizing the importance of having a "roadmap" for moving forward.

In 2011, the Federal government announced the creation of the Rouge National Urban Park (RNUP) as part of the national parks system. The Toronto Zoo is located in the heart of the RNUP and although the Zoo lands will be adjacent to the Park, there is tremendous potential for synergies between the Zoo and the new park. A RNUP concept and management plan is being developed and over the last year the Toronto Zoo has been meeting with Parks Canada to explore areas of collaboration.

The Toronto Zoo is proceeding to facilitate the creation of a separate and independent charitable foundation to focus on increased fundraising, sponsorship and partnership activities. This was a recommendation arising from the governance work in 2013. Currently the Zoo's fundraising function is undertaken in-house through the Development Division.

The Toronto Zoo is the region's premier centre for education and awareness about animals and their habitats. The Zoo plays a major role in conservation efforts and programs to ensure species survival. While the Zoo is readily recognized as a popular tourist destination, more challenging for the Zoo is effectively communicating to the public our role as a leader in saving species and protecting habitats. It will be important, as the Zoo moves forward, to advance our conservation and education programs and to help our audiences understand the value of the Toronto Zoo to its community.

The City of Toronto funds the Zoo's net operating costs (2014 estimate: \$11.5 million) and the capital costs (2014 estimate: \$6 million). Developing strategies for new revenue streams, partners and innovative ways to manage operating and capital costs will be increasingly important to the future of the Zoo.

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 Toronto Zoo also works with many other partners with compatible interests. This includes educational institutions, such as the University of Toronto and the University of Guelph, non-governmental organizations, such as Ontario Nature and World Wildlife Fund, as well as corporate sponsors and donors. Building new and strengthening current strategic alliances will be a focus for the Toronto Zoo in 2014 and beyond.

The Toronto Zoo is a multi-faceted organization, with core specialized responsibilities in animal management and exhibits, while committed to the higher purpose of wildlife, research, education and conservation. As well, there are the administrative functions, customer-facing services, marketing, public relations and facility maintenance functions. The Strategic Plan must consider all of the elements of the Toronto Zoo's business, clearly articulate priorities, and re-calibrate our focus so that resources can be allocated wisely over the coming years.

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

### **3.0 PROJECT DESCRIPTION AND DELIVERABLES**

Reporting to Director of Corporate Planning and working with the Steering Committee, 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:

- 2009-2014 Toronto Zoo Strategic Plan
- 2014 Operating Budget
- 2014-2013 Capital Works Program
- Toronto Zoo Media Kit
- 2013 Conservation, Education & Wildlife Division Strategic Plan
- Wildlife Conservation and Sustainable Living 2011
- Conservation & Education Activities Report 2011-2012
- Marketing and Visitor research
- Annual Reports
- 2010 Economic Impact Analysis
- Capital Campaign Project Summaries

3.1.2 Review Toronto Zoo Governance reports and current work plans to become familiar with related work that is underway.

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

#### **3.2 Research**

3.2.1 Identify and review trends and recent developments in the zoo and aquarium industry.

3.2.2 Identify and review tourism trends and other factors impacting the Zoo's operating environment.

3.2.3 Review vision statements from other organizations for comparison with the Zoo.

- 3.2.4 Undertake a gap analysis, such as a SWOT analysis, that assesses both internal and external factors and how these present 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, etc.) comprised of up to six participants.
- 3.3.3 Using the themes and ideas from consultation with the Board, staff and key partners, conduct up to ten one on one interviews with selected individuals, including former Board members, tourism industry partners, key agencies and partner organizations.
- 3.3.4 Once a draft of the key issues and directions has been developed, facilitate two sessions with Zoo staff and one session with Zoo volunteers for discussion and input. It is estimated that 40-50 participants would attend each session.
- 3.3.5 Consider the work to date and/or recommendations of the Animal Care Standards Advisory Panel, as accepted by the Board. This Panel is a working group established to undertake a welfare assessment and audit of the Toronto Zoo animal collection.
- 3.3.6 Conduct an online survey, or other suitable mechanism, to seek input from Zoo members, donors and other stakeholders 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 vision statement and a focused 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 Identify sources of capital and operating program funding including: fundraising, sponsorships and partnerships, with an emphasis on the promotion of wildlife conservation, environmental sustainability and public education.
- 3.4.5 Identify strategies to improve on site visitor spending, and possible addition of new compatible activities or other measures which boost attendance and net revenues.
- 3.4.6 Describe possible joint program and capital projects in partnership with Parks Canada within the implementation of the Rouge National Urban Park.
- 3.4.7 Propose strategies to reduce costs, including potential operational and service efficiencies.
- 3.4.8 Prepare a concise, polished Strategic Plan document, with priority goals over the five year horizon, suitable for a public audience.
- 3.4.9 Recommend how the Strategic Plan can be rolled out to stakeholders (staff, volunteers, partners, members, donors).
- 3.4.10 Recommend how the Strategic Plan can update and stimulate the Zoo's existing and future planning documents, such as :
  - Marketing & Communications Plan
  - Branding Platform
  - Conservation & Education Plan
  - Capital Master Plan
  - Annual operating and capital budgets
- 3.4.11 Address how the Strategic Plan can be used to develop a compelling Case for Support for the new Foundation.

- 3.4.12 Recommend how the Strategic Plan once implemented can be evaluated and measured at periodic intervals.
- 3.4.13 Assist with presentation of the interim work and the final Strategic Plan (two presentations) 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. (2014-03 to 2014-06-30).
- 3.5.3 Draft vision statement and strategic platform (by 2014-07-31) for review by the Board (or a Committee of the Board).
- 3.5.4 Draft Strategic Plan, including vision, strategy, goals (by 2014-09-30).
- 3.5.5 Provide an electronic copy in Microsoft Word & Adobe Acrobat (PDF) of the Final Strategic Plan (by 2014-10-31).
- 3.5.6 Presentation to Board of Management (November 2014).

**4.0 AWARD NOTIFICATION**

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

**5.0 SCHEDULE OF EVENTS**

The following schedule is planned for the RFP process:

Release of RFP	Wednesday 2014-01-29
Proponents' Question Deadline	Wednesday 2014-02-07
Submission Due	Wednesday 2014-02-19
Interviews, if necessary	Week of 2014-03-03
Notification of Award By the Toronto Zoo	By Friday 2014-03-07
Commencement of Work	Monday 2014-03-17

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.

**6.0 FEE PROPOSAL**

- 6.1 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.
- 6.2 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.
- 6.3 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.

- 6.4 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.

**7.0 PROPOSAL SUBMISSION FORMAT**

7.1 Evaluation of Proposals is facilitated when proponents respond in a similar manner. The following page format and sequence should be followed to provide consistency in the Proponent response and ensure each Proposal receives full consideration.

- 7.1.1 Title page, showing Request for Proposal number, Proponent’s name, telephone number, authorized signature and contact name.
- 7.1.2 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.
- 7.1.3 Table of Contents.
- 7.1.4 Executive summary.
- 7.1.5 Duly executed Proposal Form.
- 7.1.6 Corporate Information.
- 7.1.7 Detailed experience, background and other similar project opportunities completed within the past five (5) years including, if any, in the tourism sector.
  - 7.1.1 Detailed biographies of team lead and key members and their roles.
  - 7.1.2 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.
  - 7.1.3 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.
  - 7.1.4 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.
  - 7.1.5 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.

**8.0 PROPOSAL EVALUATION CRITERIA**

<u>Evaluation Criteria</u>	<u>Points Awarded</u>
<b>Stage One</b>	
• 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 to prepare the Strategic Plan.	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)	<u>20</u>
<b>Total</b>	<b>100</b>

**Stage Two – Interview (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 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.

**9.0 PROPOSAL TERMS AND PROVISIONS**

The successful Proponent shall be retained through a contractual agreement and/or a purchase order, which includes the terms and conditions of this Request for Proposal.

**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 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 Chief Operating Officer 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 Chief Operating Officer.

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.

- 9.4 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.

### 9.5 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.

### 9.6 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.

### 9.7 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.

### 9.8 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 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.

### 9.10 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:

- 9.10.1 Shall become property of the Toronto Zoo and may be appended to purchase order issued to the successful Bidder;
- 9.10.2 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*.

### **9.11 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.

### **9.12 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.

### **9.13 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.	%	

Name of Firm:	
Signature of Signing Officer(s)	

### 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.	<input type="checkbox"/>	

<u>Other reasons or additional comments (please explain):</u>

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



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**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 03 (2014-01) STRATEGIC PLAN MANAGEMENT CONSULTANT**

**Closing: Wednesday, 2010-02-19, 12:00 hours (noon) local time**

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

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**STRATEGIC PLAN MANAGEMENT CONSULTANT  
RFP 03 (2014-01)  
APPENDIX A - FEE PROPOSAL FORM**

	<b>FEES</b>	<b>DISBURSEMENTS</b>	<b>HST</b>	<b>TOTAL</b>
<b>Strategic Plan</b>				
<b>Per diem/hourly rates, team members</b>				

**APPENDIX B – LIST OF SUB-CONTRACTOR**

The Bidder proposes to sublet the following portions of the Work to the persons firms or corporations indicated. The Bidder (contractor) is responsible for all pricing with all subcontractors.

The Bidder submits that in proposing the under mentioned subcontractors, the Bidder 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	Telephone

<b>Name of Bidder:</b>	
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