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Chair
Councillor Raymond Cho

Chief Executive Officer
John Tracogna

Chief Operating Officer
Robin D. Hale

2016-10-13

**REQUEST FOR PROPOSAL
ORGANIZATIONAL REVIEW OF THE TORONTO ZOO
RFP 36 (2016-10)**

The Toronto Zoo invites qualified and professional organizations or individuals to submit a proposal for consulting services to conduct an organizational review of the Toronto Zoo. The consultants will review the Zoo's current operations, programs and structure and will recommend options to ensure best practices to achieve the Zoo's Vision and Mission as a zoo-based Centre of Excellence for wildlife care and conservation.

Due Date: Provide **four (4)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL and **three (3)** copies of the original proposal clearly marked as COPY and **one (1)** electronic copy (Microsoft Word or Adobe Acrobat PDF) on a CD or flash drive in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above). Proposal to be delivered to the office of Purchasing & Supply, Toronto Zoo, Administrative Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

Thursday, 2016-11-10 by 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 action to be in its interests.

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

Yours truly,

Robin D. Hale
Chief Operating Officer

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1.0 INSTRUCTIONS

- 1.1 Ensure that you have received all **18** pages of the RFP package.
- 1.2 Complete ALL FORMS by due date and time received on or before **Thursday, 2016-11-10, by 1200 hours (noon) local time** or your Proposal will not be considered. Include signed copies of any addenda with your submission package. Use the attached submission label when you submit your response and deliver to the Toronto Zoo
- 1.3 Provide **four (4)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL and **three (3)** copies of the original proposal clearly marked as COPY and **one (1)** electronic copy (Microsoft Word or Adobe Acrobat PDF) on a CD or flash drive in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above).
- 1.4 If the Toronto Zoo determines that an amendment is required to this RFP, the Toronto Zoo representative will issue by email or post a written addendum on the Toronto Zoo Website that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is provided by email or posted in a formal written addendum on the Toronto Zoo website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda and acknowledged on the submission form.
- 1.5 Proposals must not be submitted by facsimile or email.
- 1.6 Unless otherwise indicated herein, the prices stated are payable in Canadian Funds.
- 1.7 Show itemized cost of HST if applicable.
- 1.8 Use the attached submission label, when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- 1.9 Prices shall remain in effect for a period of ninety (90) days from the Proposal due date.
- 1.10 The Successful Proponent will conform to and enforce strict compliance with the Occupational Health and Safety Act R.S.O. 1990, as amended (**OHSA**) and WSIB in the performance of the Work/Services.
- 1.11 The Successful Proponent must adhere to all relevant Toronto Zoo policies, including, but not limited to, the Toronto Zoo Health and Safety Policy, the Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the COO shall supply to the Successful Proponent.
- 1.12 The Successful Proponent shall keep proper record of accounts including supporting documents for the services rendered as a result of this RFP and these records of account shall be open for inspection and/or audit by the Zoo upon reasonable request during normal business hours at the Zoo. Such records shall be retained for two (2) years following the completion of the services.
- 1.13 The RFP should not be construed as an offer or a contract to purchase goods or services.
- 1.14 Proponents shall not issue any news releases or make any public announcements concerning the RFP, the awarding of this or any contract or any element of the subject project without the prior written consent of the Toronto Zoo and then, only in coordination with the Toronto Zoo.
- 1.15 For any questions concerning the contract terms and conditions of this RFP, please contact:

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

For any technical queries concerning the specifications of this RFP, please contact:

Lance Alexander
Director, Corporate Projects
E-mail: alexander@torontozoo.ca

2.0 GENERAL TERMS

2.1 The following definitions will apply to this Request for Proposal and to any subsequent Contract:

- 2.1.1 “**Board**” means the Board of Management of the Toronto Zoo;
- 2.1.2 “**CEO**” means the Chief Executive Officer of the Toronto Zoo;
- 2.1.3 “**COO**” means the Chief Operating Officer of the Toronto Zoo;
- 2.1.4 “**Consultant**” means the person, partnership or corporation contracting with the Board to provide the required Services;
- 2.1.5 “**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;
- 2.1.6 “**Contract Price**” means the price payable under the contract to the Consultant, being the Proposal Price eventually accepted by the Board of Management of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
- 2.1.7 “**Preferred Proponent**” means the Proponent whose Proposal, as determined by Board staff through the evaluation analysis described in the RFP, provides the best overall value in meeting the Board’s requirements, and may be recommended for award.
- 2.1.8 “**Prime Proponent**” 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
- 2.1.9 “**Proponent**” means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
- 2.1.10 “**Proposal Price**”, “**Contract**” and “**Contract Documents**” have the meanings set out therefore in clauses contained in these documents;
- 2.1.11 “**Request for Proposal (RFP)**” means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- 2.1.12 “**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;
- 2.1.13 “**Successful Proponent**” means the Preferred Proponent with whom the Board intends to negotiate an awarded Agreement.

3.0 BACKGROUND AND SCOPE

3.1 BACKGROUND INFORMATION

- 3.1.1 The Toronto Zoo was founded to exhibit and conserve animal, plant, and fish species and has become well known for advancing wildlife conservation, often in partnership with governments, not for profits, and other Zoos at the local, national and international scale.

- 3.1.2 At about 287 hectares (710 acres) the Toronto Zoo is one of the world's largest Zoos. The Toronto Zoo is divided into geographic zones of the world each representing the natural habitat and species of the world region.
- 3.1.3 Promoting wildlife conservation, sustainability and biodiversity are the key parts of the Zoo's mission, and is reflected in its scientific research, programming and educational outreach. The Strategic Plan for the Toronto Zoo seeks to further enhance the Toronto Zoo's efforts at wildlife conservation excellence with a focus on Canadian species. A Master Plan currently being completed will reinforce this objective through sustained and focused capital investment over the next 15 to 20 years.
- <http://www.torontozoo.com/ExploreTheZoo/Vision/>
- 3.1.4 The Toronto Zoo, is a premier leisure destination in Ontario attracting around 1.25 million visitors annually within a highly competitive market. The Toronto Zoo generates enough revenue from attendance and on site spending to cover approximately 80 percent of its operating costs including its conservation and educational programming. The balance of its operating costs are covered by the City of Toronto as the Toronto Zoo is an agency of the City of Toronto. Some conservation activity is funded by government grants. The Toronto Zoo is currently establishing a foundation to help it with its funding and programing needs.
- 3.1.5 The Toronto Zoo is a complex business with a diversity of people talent in areas such as animal care, trades, horticulture, animal nutrition, veterinary science, and reproductive biology. As such the Zoo is highly focused on the use and creation of knowledge. A challenge for the Toronto Zoo is attracting, motivating, and retaining talent especially given workforce succession.
- 3.1.6 The Toronto Zoo works in partnership with its local and regional institutions. Key institutional partners are Parks Canada at the Rouge National Urban Park (RNUP), the Toronto and Region Conservation Authority, City of Toronto, the Ministry of Natural Resources and the Universities of Toronto (Scarborough campus), York and Guelph. The Toronto Zoo views part of its future success tied to effective collaboration with these partners.

3.2 SCOPE OF WORK

Scope of Work

In 2017 the Toronto Zoo is in its 43rd year of operation. Over that time the Toronto Zoo has developed into a leading zoological institution. However the role of Zoos continues to transform to meet the needs of best practices in wildlife conservation, increased regulation, public expectation of Zoos, and the evolving need for new and enhanced guest experiences in a highly competitive leisure market. To help ensure the long term sustainability of the Toronto Zoo, the study is to review operations, programming and organizational structure and alignment to meet the future needs of the Toronto Zoo, and examine a number of other factors to help maximize the Zoo's long term sustainability. The Toronto Zoo wishes to implement its recently approved Strategic Plan and its Masterplan, which is nearing completion, in order to transform the Toronto Zoo into a widely recognized centre of wildlife conservation excellence that also provides a compelling and memorable guest experience based on desirable attraction content. As such, recognizing the operational or organizational complexity of the Toronto Zoo, the review is intended to complement the Strategic Plan and the Master Plan and shall include the following organizational, operational and programming study components:

A. Operational Study Component

- Study of potential operating cost efficiencies including opportunities for third party service delivery supported by financial analysis;
- Study of potential investments in programs (capital and/or operating) that could improve organizational efficiency and effectiveness, including investments to improve administrative/operational capacity/productivity, knowledge creation and collaboration/sharing, organizational learning, and including use of information technology tools to achieve these;
- Study of how the Toronto Zoo can help ensure its long run financial sustainability including examination of potential growth areas in earned revenue to help leverage financial investments from the City of Toronto; and
- Prepare a strategy for strengthening the public image, brand and attendance market share of the Toronto Zoo as a centre of excellence in wildlife conservation, promotion of biodiversity and environmental sustainability, including consideration of a revised brand for the Toronto Zoo.

Deliverables for Operational Study Component

- Recommendations, if any, for the provision of third party service provisions supported by a financial analysis of the costs and benefits taking account of the risks and rewards;
- Recommendations on what measures/investments will improve administrative/operational capacity/productivity, knowledge creation, collaboration, and organizational learning;
- Recommendations on which earned revenues sources can be improved and how, along with any new, untapped sources of earned revenue; and
- Recommendations on how to reshape the brand identity of the Toronto Zoo to reinforce its focus on wildlife conservation, biodiversity and sustainability.

B. Programming Study Component

- Review conservation wildlife and education programming, including grant programming, to ensure alignment with the Strategic Plan and especially the objective of being recognized as a Centre for Wildlife Conservation with focus on Canadian Species;
- Consider how proposed future organizational alignment can enable excellent guest service; and
- Study of how the organizational realignment can foster collaboration, innovation and partnering with the university sector, not-for-profit/non-governmental organizations, schoolboards, senior levels of government, including Parks Canada as the lead for the Rouge National Urban Park, and the private sector to create further alignment of interests, and promote synergistic action.

Deliverables for Programming Study Component

- Recommendations on changes to wildlife conservation and education programming to add to strategic focus;
- Recommendations on ways to improve and sustain a high level of customer service; and
- Recommendations on ways to engage in sustained, effective collaboration and action with partners.

C. Organization & Structure Study Component

- Examination of the appropriate organizational structure, including management structure and staff complement, to drive appropriate, timely, focused decision making that is creative, innovative, and collaborative within a dynamic, energetic and positive workplace environment having an appropriate span of control and decision-making hierarchy;
- Examination of organizational alignment options that provide appropriate functions, support, and resources to the new fundraising entity currently being established, including examination of the interface between the Zoo and the Foundation on matters such as financing of Zoo projects, education, memberships and management of volunteers;

- Analysis of the impact of workplace retirements on organizational structure/realignment and potential succession planning tactics;
- Analysis of the future skill/talent needs of the Toronto Zoo and tactics for creating a dynamic, positive work culture that attracts, motivates and helps retain talent; and
- Examination of gaps in administrative/operational capacity/efficiency, organizational learning, knowledge creation and sharing, and including information technology.

Deliverables for Organizational & Structure Study Component

- Options for an organizational structure and the recommendation of a preferred option along with an organization structure map and staff complement for each functional area;
- Recommendations on what functions the new fundraising entity should undertake and what, if any, current zoo functions should be done by the new fundraising entity instead of the Toronto Zoo, or in parallel;
- Recommendations regarding how to mitigate the impact of workplace retirements on the effective functioning of the Zoo in light of the recommended organizational alignment;
- Recommendations for future skill/talent needs, potential gaps and their mitigation;
- Recommendations for creation of a future workplace that is dynamic and attracts, motivates and retains talent; and
- Recommendations for filling gaps in administrative/operational capacity, organizational learning, knowledge creation and sharing, and including information technology solutions.

For significant recommended changes resulting from the study of A, B, and C above the consultant is required to prepare a change management strategy to effectively implement the recommended changes.

Respondents to this Request for Proposals are required to demonstrate the appropriate expert knowledge set required to effectively complete the Scope of Work. This could require the Respondent to procure expertise or partner with others. The Team should include expertise on Zoos.

All material produced and information collected by the proponent in performance of the scope of work shall become the property of the Toronto Zoo. All material shall be kept confidential by the Proponent unless authorized in writing by the Toronto Zoo.

3.3 PROJECT REPORTING

- a. The Successful Proponent will report directly to the Project Coordinator, Lance Alexander, Director, Corporate Projects.
- b. The Successful Proponent shall maintain regular communication with the Project Coordinator as required for the successful conduct of the project.

4.0 PROPONENT SUBMISSION REQUIREMENTS

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.

- 4.1 Title page showing request for Proposal Proponent's name;
- 4.2 Duly executed proposal form;
- 4.3 Company profile;
- 4.4 Indicate the individual or incorporated name of the Proponent (i.e. the prime Proponent); address(es); telephone and fax number(s); and name of key contact person(s);

- 4.5 Depth and breadth of the Project team Lead’s relevant expertise, qualifications and experience in conducting similar type organizational and management studies;
- 4.6 Clearly articulate key personnel to be involved with the Project and their responsibilities. Indicate the qualifications and experience (beyond a general resume), that each member will bring to the team including experience in a Zoo environment;
- 4.7 Proposed methodology and work plan, including time parameters for reporting on progress;
- 4.8 Sub-contracting of work;
- 4.9 Provide the name, location, client reference and brief description of not more than three (3) references for similar organizations;

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 issue a purchase order or execute a contract with the Toronto Zoo.

CONTENT: The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. **The proposal shall not simply rephrase or restate the requirements, but rather shall provide convincing rationale to address how the Proponent intends to meet these requirements.**

The Proponent shall assume that the evaluation team has no prior knowledge of its qualifications and experience, and will base its evaluation on the information presented in the proposal. **Elaborate brochures or documentation, bindings, detailed artwork, or other embellishments are unnecessary and are not desired.**

5.0 SCHEDULE OF EVENTS:

The following is a tentative schedule for the Annual Fundraising program:

Pre-Award	
Release of RFP	2016-10-13
Proponents’ Question Deadline	2016-10-20
Submission Due	Thursday 2016-11-10
Interviews, if necessary	Week of 2016-11-21
Notification of Award By the Toronto Zoo	Week of 2016-11-21
Interim report	Friday 2017-03-10
Final report and presentation of report	Friday 2017-04-07
Presentation of final report	TBD

Seven (7) bound copies and one (1) electronic copy, Microsoft Word, of the final version of the Operational, Programs and Organizational Review are to be submitted no later than Friday 2017-04-07. The Consultant(s) may be required to present the final version on dates to be determined.

The RFP process and project will be governed according to the above schedule or other schedule provided by the Consultant and approved by the CEO. 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 PROPOSAL EVALUATION CRITERIA

- 6.1 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.
- 6.2 The Agreement will not be awarded to the Proposal with the lowest cost, but rather, award shall be based on a combination of related expertise, prior project experience and price. Additionally, the Zoo may accept or reject any part of the Proponent’s bid.
- 6.3 An Evaluation Team comprised of representatives designated by the Zoo will evaluate responses to the RFP.
- 6.4 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

- 6.5 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.

- 6.6 Step 2 – Evaluation of Submitted Proposals

- 6.6.1 The Evaluation Team will evaluate each submitted Proposal, that has passed through Step 1, on criteria that will include, but not necessarily be limited to, the following:

Evaluation Criteria	Points
Depth and breadth of the Project team’s relevant expertise, qualifications and experience with similar scale and type of Projects especially in organizational	30
Methodology, work plan and commitment to complete work according to schedule of events within the RFP	30
Knowledge and understanding of Project scope and objectives	15
Major clients and reference checks	5
Fee Proposal	25

- 6.6.2 The Zoo may, at its discretion, eliminate a Proposal from further consideration if it deems the overall cost to be prohibitive.
- 6.6.3 A short-list of suitable Proponents may be established who may be invited to Step 3 to provide presentations related to their Proposal.
- 6.7 Step 3 – Evaluation of Presentations (If Required)
 - 6.7.1 Invited Proponent(s) shall provide presentations in support of their Proposals or to demonstrate or otherwise expand on the information contained therein.

- 6.7.2 The Proponent(s) shall ensure that the presentation is made by well versed staff with the authority to make decisions and commitments on behalf of the Proponent.
- 6.7.3 Any and all costs incurred by the Proponent in order to prepare for and attend the presentation and/or demonstration including transportation, food, lodging, etc. shall be borne entirely by the Proponent.
- 6.8 The final score is then calculated as illustrated in the following table:

Evaluation	Score
Step 1 – Initial Review of Submitted Proposals	Prerequisite
Step 2 – Evaluation of Submitted Proposals	Maximum 100
Step 3 – Evaluation of Presentations (If Required)	(Maximum 50 If Required)
Total maximum score excluding Presentation	100
Total maximum score including Presentation	150

- 6.9 By responding to this Proposal, the Proponent agrees to accept the recommendation of the Evaluation Team as final.
- 6.10 All Proposals shall be submitted by the Proponent on the understanding that the Proposals shall become the property of the Zoo.

7.0 CONTRACT REQUIREMENTS

7.1 Contract Form:

The Successful Proponent shall be retained through the issuance of a purchase order or an agreement (at the discretion of the COO), which shall include the terms and conditions of this Request for Proposal.

7.2 Negotiations and Agreement

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

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

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

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

8.0 TERMS AND CONDITIONS

8.1 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.

8.2 Country of Origin:

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

8.3 Invoicing:

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

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

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

8.4 Right to Cancel:

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

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

8.5 Interest:

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

8.6 Official Agreement:

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

8.7 Insurance and Policies

Provide minimum \$2,000,000 Commercial 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 (errors and omissions) with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

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.

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 COO, acting reasonably.

The Successful firm 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.

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 COO.

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

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

8.8 Safety:

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.

8.9 Indemnity:

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

8.10 Governing Law

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

8.11 Guaranty of Proposal:

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

8.12 Formal Contract:

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

8.13 Warranty of Product:

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

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

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

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

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

8.15 Proposal/Quotation Costs:

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

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

8.16 Copyright:

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

8.17 Addendum

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

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

8.18 Ownership of Deliverables

All deliverables, reports and supporting documents furnished by the Contractor/Consultant in its performance of the Services/Work will become the exclusive property of the Toronto Zoo.

8.19 Toronto Zoo Rights and Options Reserved:

The Toronto Zoo reserves the right to award the contract to any proponent who will best serve the interest of the Toronto Zoo. The Toronto Zoo reserves the right, in its sole discretion, to exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

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

8.20 Performance:

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

8.21 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.

8.22 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 Tender as submitted

8.23 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 Quotation as submitted.

9.0 SUBMISSION FORMS

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

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

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

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

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

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

Proponent Name _____

RFP36(2016-10)- ORGANIZATIONAL REVIEW OF THE TORONTO ZOO

Closing: Thursday, 2016-11-10, 12:00 hours (noon) local time

TO BE RETURNED TO

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

NOTICE ON 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.	

<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:	