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2017-01-09

**REQUEST FOR PROPOSAL  
ADVERTISING AGENCY PARTNER FOR  
2017 ANNUAL CAMPAIGN  
RFP 37 (2016-12)**

The Toronto Zoo is seeking a highly qualified and experienced full-service advertising agency partner to provide strategic and creative services, preferably on a **pro-bono basis**, for the Zoo's 2017 advertising campaign, excluding hard production costs to produce materials, ending December 31, 2017. There is the option to renew at the discretion of the Toronto Zoo for two (2) additional years on a yearly basis through to 2018-12-31 and 2019-12-31, under the same terms and conditions within 30 days of the end of the previous contract term.

We will review all submitted packages, however our evaluation matrix will award additional points to those who submit on a pro-bono basis.

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

**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 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). Proposals must be delivered to the office of Purchasing & Supply, Toronto Zoo, Administrative Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

**Thursday 2017-01-26, 1200 hours (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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## 1.0 INSTRUCTIONS TO BIDDERS

1. Ensure that you have received all **20** pages of the RFP package.
2. 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 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).
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 **Thursday 2017-01-26, 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.
13. If a written agreement 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.
14. 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.
15. Where a proposal is made by a Prime Vendor with associate forms 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.

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## 2.0 DEFINITIONS

### 2.1 Definitions:

- 2.1.1 **“Chief Operating Officer”** means the COO of the Board of Management of the Toronto Zoo;
- 2.1.2 **“Contract”** means the contract agreement issued for the Work required;
- 2.1.3 **“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;
- 2.1.4 **“Contractor”**, means the Preferred Proponent if any, who enters into the Contract;
- 2.1.5 **“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;
- 2.1.6 **“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;
- 2.1.7 **“Proponent”** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
- 2.1.8 **“Toronto Zoo”**, **“Zoo”** or the **“Board”** means the Board of Management of the Toronto Zoo;
- 2.1.9 **“Work”** means all services required under these documents, and in accordance with the Contract Requirements, General Requirements, and Specifications.

## 3.0 SCOPE OF WORK OVERVIEW /BACKGROUND

### 3.1 TORONTO ZOO BACKGROUND

The Toronto Zoo opened in 1974 and is Canada's premier zoo and one of the top 10 zoos in the world. The Zoo is fully accredited by the Canadian Association of Zoos and Aquariums (CAZA) and the Association of Zoos and Aquariums (AZA). The Zoo is a not-for-profit and is stewarded by a Board of Management supported by a professional staff of 277 permanent, approximately 126 non-perm FTE’s and more than 400 volunteers. The Zoo is home to over 5000 animals representing 450 different species, many of which are classified as endangered in the world.

The Zoo's mandate is to build awareness of and involvement in the conservation of animals and their habitats. The Zoo undertakes scientific research for the advancement of wildlife management and for the conservation of irreplaceable genetic resources, both animal and plant. The Toronto Zoo wants to increase awareness for their leadership in wildlife conservation and advocating for wildlife and habitats. We plan to focus on Canadian species and habitats while continuing to be active globally.

**Our Mission:** Become a living centre for education and science, committed to providing compelling guest experiences and inspiring passion to protect wildlife and habitats.

**Our Vision:** Canada’s national leader in saving wildlife to ensure the rich diversity of nature for future generations.

We are committed to both our mission and our vision, however the key priority for our advertising plan is to directly support our annual attendance goals. Our advertising plan must prove successful in driving visitor attendance and subsequent revenue goals in this area. Our primary commitment through our annual advertising efforts is to ‘get them to the Zoo’.

The Toronto Zoo site occupies 710 acres located in the Rouge Valley on the north east side of the City of Toronto. The Zoo is open every day except December 25. Each year the Zoo welcomes on average 1.3 million visitors with approximately 80% of visitors attending between the months of May to October. In the last 5 years, attendance achieved has ranked in the top ten years in the Zoo's history. The Zoo is a highly regarded educational resource with over 120,000 children from K-12 visiting annually and enrolled in extracurricular educational programs and tours. In addition, the Zoo offers a membership program and currently has a membership household base of approximately 30,000.

### 3.2 CURRENT FEATURE EXHIBITS / PLANS

The Giant Panda Exhibit opened in spring 2013 for a five (5) year period (2013-2018) and has been a key highlight for visitors from around the world, especially since the birth of two giant panda cubs in October 2015. Jia Panpan and Jia Yueyue were the first panda cubs born in Canada, and have continued to draw a large audience over the past year. The Giant Panda Exhibit continues to be one of the most popular experiences at the Toronto Zoo and appeals to a whole new generation of youth and families from all cultures in southern Ontario, Border States and provinces that have never experienced giant pandas up close.

As one of the world's most iconic species, the Toronto Zoo is honoured to host the Giant Pandas and contribute to the survival of the species for generations to come. The Toronto Zoo is thrilled to join the small group of countries and highly respected zoo organizations outside of China that have the conservation and research programs, professional expertise, and facilities to provide excellent care for a breeding pair of pandas.

2017 will be the last full year the Toronto Zoo is home to the giant pandas and therefore the last chance for Torontonians to visit the giant pandas and panda cubs in their city before they move to Calgary. This 'last chance opportunity' to visit the giant pandas will be the primary focus of our 2017 advertising campaign.

Also new to the Toronto Zoo in 2017 is the state-of-the-art new Wildlife Health Centre. This 50,000 square foot facility, will replace the original 1974 hospital facility and will lay the foundation for the Centre's current and future mission: high-quality wildlife health, nutrition, reproductive science and conservation research.

### 3.3 TORONTO ZOO MARKETING

Each year, the Zoo Marketing Branch plans and executes a comprehensive and integrated marketing campaign to ensure that consumers visit the Zoo each year. The plan includes special events, paid and promotional advertising (TV, radio, print, digital/online, out-of-home, tourism) social media, member magazine and collateral, cross-promotions, public and media relations, group sales, website, membership acquisition/retention strategies and sponsorship. Strategies and plans support exhibits, events, public and media relations, membership, education and conservation activities throughout the year. Zoo Marketing staff lead and support cross-functional teams to ensure that communication plans are integrated, focused and maximized and that the event/program activities are well executed.

The primary objective is to:

- Achieve and exceed annual attendance targets approved by the Toronto Zoo Board of Management.

The secondary objectives are to:

- Build awareness of the Toronto Zoo as a conservation centre of excellence that is fun and a, 'wow of nature' destination
- Build awareness of and participation in the diversity of educational and conservation programs offered by the Zoo
- Build the loyal user base through the Zoo's membership program
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### 3.4 SCOPE OF WORK OVERVIEW

The Zoo is seeking a highly qualified and experienced full service advertising agency partner to provide strategic and creative services, preferably on a **pro-bono basis**, excluding hard production costs to produce materials. The agency shall be the principal provider to the Zoo for marketing/advertising to a variety of target audiences including families in mainstream, cultural markets and leisure travel. The selected agency will help provide the following advertising services that include but are not limited to:

- a) Develop and produce strategic and integrated advertising assets to achieve the Zoo's marketing and communication objectives with all identified markets;
- b) Recommendation of creative strategies, with creation and production of consumer advertising elements across all platforms to support the mainstream and leisure travel advertising plans;
- c) Assist in obtaining no cost, lowest cost and added/or value for any and all production expenses;
- d) Itemized weekly budget control, tracking and reporting during production periods;
- e) Pre-press production of all advertising as deemed necessary by Zoo;
- f) Attend and participate in meetings, presentations to Zoo management, Zoo committees and Board meetings as required.

The Toronto Zoo requires a full service advertising agency with extensive experience in consumer and retail advertising campaigns, branding, and digital/online/e-marketing. The agency should be able:

- a) To develop an strategic advertising campaign to support the Zoo's attendance and revenue goals and to support special exhibits;
- b) Development of strategic advertising/promotions to support the Zoo's shoulder season attendance and revenue goals and to support special events;

The agency should demonstrate a high inclination to use research in the development of strategic platforms for the basis of campaigns and have a strong methodology for measuring effectiveness of agency advertising programs and integrated marketing efforts. The agency should also demonstrate the ability to communicate effectively and in a timely manner with the Toronto Zoo.

The Toronto Zoo encourages responses from advertising agencies that will be willing to provide strategic consulting and creative development services on a pro-bono basis. Compensation for execution and production of materials to be negotiated.

### 3.5 CONTRACT REQUIREMENTS

#### a) Conflict of Interest Guidelines

The agency, if selected, must submit an agreement to not represent and/or terminate all conflict of interest accounts. This may include, but not be limited to, Greater Toronto Area attractions and wildlife activist organizations. The Toronto Zoo is to be advised of all new business solicitations by the agency that could be perceived to constitute a conflict of interest. With regards to the matter of branch or subsidiary offices of an agency, it should be clear that all such offices are considered as part of the total corporate entity of the agency.

**b) Copyright and Reproduction Rights**

All creative produced and elements of the campaign created by the selected agency for the Toronto Zoo during the contract period shall become the property of the Toronto Zoo, as will all materials, film, negatives, art, etc., as well as campaign treatments developed but not utilized.

The Toronto Zoo maintains the right to use any materials generated by the agency in any other Zoo material generated by Zoo personnel and may do so without agency consent and approval. The Zoo acknowledges certain legal constraints and as such requires universal releases for materials unless cost considerations become prohibitive such as model releases, music, photographs, video, etc., and retains sole right to use materials created for the Zoo as it sees fit. Restrictions on contracted materials such as stock photos, voice talent, models, etc., will be provided up front to the Toronto Zoo for approval prior to purchase with implications stated. In general, existing materials or buyout materials should be incorporated.

**c) Printing of materials**

The Toronto Zoo reserves the right to negotiate and directly contract all printing necessary for the implementation of any program. Creative and related specifications from the agency will be coordinated with and provided to the Zoo Marketing Branch. An agency may be asked to plan to contract the printing of materials with the consultation of the Marketing Branch, but the Zoo reserves the right to contract them as well. Any printing contracted on behalf of the Zoo by the agency will be done on a net basis.

**d) Acquisition of goods and services**

Any goods and services (excluding media) over \$1,000.00 acquired by the agency on behalf of the Zoo must be supported by three (3) quotes for the Toronto Zoo for approval in advance of acquisition. For major purchases, actual specifications used to obtain bids/quotes should be provided as well. Sole service purchases, or selection or recommendation of a vendor that is not the lowest bidder should be supported in writing as to the basis for such a recommendation. Also, repetitive purchase of the same goods or services may be supported by only periodic bidding.

**e) Contract term**

The Toronto Zoo seeks to contract with the successful Proponent effective 2017-02-01 and continuing through for a period of twelve (12) months to 2017-12-31. The Toronto Zoo will have the option to renew for two (2) additional years on a yearly basis through to 2018-12-31 and 2019-12-31, under the same terms and conditions and at the sole discretion of the Toronto Zoo by providing notice within 30 days of the end of the previous contract term.

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.

**3.6 TORONTO ZOO MARKETING**

Each year, the Zoo marketing branch plans and executes a comprehensive and integrated marketing campaign to ensure that consumers visit the Zoo each year. The plan includes special events, paid and promotional advertising (TV, radio, print, digital/online, out-of-home, tourism) social media, member magazine and collateral, cross-promotions, public and media relations, group sales, website, membership acquisition/retention strategies and sponsorship. Strategies and plans support exhibits, events, public and media relations, membership, education and conservation activities throughout the year. Zoo marketing

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#### **4.0 RFP TIMELINES**

Release of RFP	<b>2017-01-09</b>
Proponents' Question Deadline	<b>2017-01-16</b>
Submission Due	<b>Thursday 2016-01-26</b>
Interviews, if necessary	<b>Week of 2017-01-30</b>
Notification of Award by the Toronto Zoo	<b>Week of 2017-01-30</b>

The RFP process and project will be governed according to the above schedule or other schedule provided by the Consultant and approved by the COO. Although every attempt will be made to meet all dates listed, the Toronto Zoo reserves the right to modify any or all dates at its sole discretion. Appropriate notice of change will be provided, in writing, as soon as is feasible so that each Proponent will be given the same non-preferential treatment.

#### **5.0 SELECTION PROCESS**

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.

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.

##### **Stage 1**

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.

##### **5.1 Step 2 – Evaluation of Submitted Proposals**



5.1.1 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:

<b>Evaluation Criteria</b>	<b>Points</b>
Understanding of the assignment/objectives as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work;	20
Overall approach and expertise in strategic and integrated advertising, inclusive of traditional and non-traditional advertising to drive ticket sales/attendance and brand	15
Description of agency services; full service capabilities	20
Ability to provide services on a pro-bono basis and any other added value services.	20
Account and project management including budget control, invoicing, tracking and reporting in relation to the budget allocation.	10
Major clients and reference checks	15

5.1.2 The Zoo may, at its discretion, eliminate a Proposal from further consideration if it deems the overall cost to be prohibitive.

5.1.3 A short-list of suitable Proponents may be established who may be invited to Step 3 to provide presentations related to their Proposal.

5.2 Step 3 – Evaluation of Presentations (If Required) additional 50 points

The Toronto Zoo may choose to hold an interview session with short listed agencies at Toronto Zoo’s Administrative & Support Centre, 361A Old Finch Ave. The interview session is an opportunity for the Selection Team to gain further insight into the written proposal submission and to pose questions. The session shall not be considered a pitch or an opportunity to present additional information not already outlined and included in the proposal submission.

Proponent’s presentation of proposal and performance including ability to present samples of existing work, ideas. We will want to understand process for account management and the provision of agency provided creative concepts. Agencies should be prepared to answer questions if required.

5.2.1 Invited Proponent(s) shall provide presentations in support of their Proposals or to demonstrate or otherwise expand on the information contained therein.

5.2.2 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.

5.2.3 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.

5.3 The final score is then calculated as illustrated in the following table:

<b>Evaluation</b>	<b>Score</b>
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)

<b>Total maximum score excluding Presentation</b>	<b>100</b>
<b>Total maximum score including Presentation</b>	<b>150</b>

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

**6.0 SUBMISSION REQUIREMENTS**

- 6.1 Your sealed proposal must be completed, and received by Purchasing & Supply, Toronto Zoo, Administrative Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

**Thursday 2017-01-19, 1200 hours, noon, (local time)**

- 6.2 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 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).
- 6.3 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.
- 6.4 Proposals submitted in response to this RFP should be detailed sufficiently and demonstrate attention to the project objectives as outlined in Section 3.0 of the RFP and proponents should structure their responses in the order outlined below:
- 6.5 **Proposal Content**  
Responses submitted must contain, at a minimum, the following information. The evaluation of proposals and presentation will consist of but not restricted to these points.

- a) **Table of Contents**

- Include page numbers & identify all included materials in the proposal submission.

- b) **Executive Summary**

- Proponents are requested to provide a summary of a maximum of one (1) page of the key features of their proposal submission and signed copy of the submission form.

- c) **Corporate background**

- Details on the corporation background and each known subcontractor, its size and resources

- Date established;
    - Name and type of ownership including any affiliate companies;
    - Total number full-time of employees including details on Senior Management; Account Management; Creative Production; Media; Other;
    - Address.

**d) Corporate experience**

- Listing of top clients/accounts, year acquired, senior person dealt with and can we contact them;
- Details of client experiences within the last three (3) years relevant to the services requested in this RFP;
- List of any other relevant experience of the agency;
- Agency experience in brand marketing, innovation and in developing and implementing advertising programs;
- List of clients added and lost in the last five (5) years;

**e) Financial background**

Proof of financial strength must be provided in order to ensure the Agency continued solvency and operation. This should be in the form of a letter of reference from a financial institution stating financial strength and credit rating.

**f) Creative ability**

The agency shall submit examples of past work and indicate the approach taken for the development of those examples. The work should show the breadth of capabilities for the agency, highlighting work for the attraction market, cause marketing and other efforts.

Provide three (3) samples in each of the following categories:

- TV
- Radio
- Newspaper/magazine
- Outdoor
- Digital
- Social
- Other

**g) Strategic thinking**

In order to provide an insight into the strategic capabilities of your agency, please provide an appropriate example for each of the following (this does not necessarily require creative, but samples are welcome):

- Agency philosophy and experience – Please provide a brief statement of the operating and creative philosophy
- Provide relevant case studies of related advertising campaigns, including results
- Provide relevant case studies of digital marketing programs, including results

**h) Resources**

The agency must provide a full-time Senior Account Supervisor to handle all day-to-day contact with the Zoo

The agency must have the following in-house capabilities:

- Strategic planning/Innovation
- Creative
- Production
- Digital

Provide the specific outside services the agency would purchase on Toronto Zoo's behalf and name of the contracted partners.

Provide the names and qualification of the personnel team who will be assigned to the Toronto Zoo account and the role each will assume in the account administration.

**i) Conflict of Interest**

The agency must disclose any accounts that it currently services which may be perceived to be a conflict of interest as outlined in section 2.3 (a).

**j) References**

Please provide at least three (3) corporate references with the proposal. At least one (1) must be current client. The references shall include the company name, contact person and their telephone number and the engagement start and end dates

**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.**

## **7.0 GENERAL PROVISIONS**

### **7.1 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.

### **7.2 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.

### **7.3 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)

**7.4 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.

**7.5 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.

**7.6 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.

**7.7 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 CEO, 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 CEO.

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.

**7.8 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.

**7.9 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.

**7.10 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

**7.11 Negotiations and Award**

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

**7.12 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.

**7.13 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.

**7.14 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.

**7.15 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.

**7.16 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.

**7.17 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.

**7.18 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.

**7.19 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.

**7.20 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.

**7.21 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.

**7.22 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.

**7.23 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

**7.24 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.

**8.0 SUBMISSION PROPOSAL 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 #:	

**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**

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**RFP 37 (2016-12) – ADVERTISING AGENCY PARTNER**  
**Closing: Thursday 2017-01-26, 12:00, noon, local time**

**TO BE RETURNED TO**

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

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**NOTICE OF NBID**

**INSTRUCTIONS:**

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

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

Other reasons or additional comments (please explain):

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