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2021-06-03

**REQUEST FOR PROPOSAL
RFP 15 (2021-06)
DEVELOPMENT OF EDUCATIONAL VIDEO GAME:
ATLANTIC SALMON VIRTUAL HATCHERY**

Toronto Zoo invites you to submit a written proposal to provide professional services of an educational video game developer to plan, create, and produce the Toronto Zoo's Virtual Atlantic Salmon Hatchery (free, no cost to use) for PC or online.

Due Date: Thursday, 2021-06-17 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,

Taryne Haight
Manager, Financial Services

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1.0 INSTRUCTIONS

- 1.1 Ensure that you have received all seventeen (17) pages of the RFP package.
- 1.2 Complete ALL FORMS by due date and time received on or before **Thursday, 2021-06-17, by 1200 hours (noon) local time** or your Proposal will not be considered. Include signed copies of any addenda with your submission package.
- 1.3 In view of the current situation with COVID 19 and to limit personal interaction, on a temporary basis, submissions for this Request for Proposal can be submitted electronically by email in a PDF file, prior to the submission deadline to the following email address: purchasing@torontozoo.ca and note the following: Subject of the file to be: RFP# - Title of RFP – Vendor name.

Amendments to a Proposal may be submitted via the same methods, at any time prior to the `Closing Time`.

It is the Supplier's sole responsibility to ensure its Bid is received by the Submission Deadline in accordance with the requirements of this RFP. The receipt of Bids can be delayed due to a number of factors including "internet traffic", file transfer size and transmission speed. The Supplier should allow sufficient time to download, complete and upload, as applicable, the submission forms comprising its Bid and any attachments.

A Bid will only be considered to be submitted once it has been received by the Toronto Zoo. The time of such receipt is reflected by the time received stamped by the Toronto Zoo's email application.

- 1.4 If the Toronto Zoo determines that an amendment is required to this RFQ, the Toronto Zoo representative will issue by email or post a written addendum on the Toronto Zoo Website that will form part of this RFQ. No amendment of any kind to the RFQ 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 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 No Guarantee of Volume of Work or Exclusivity of Agreement
Toronto Zoo makes no guarantee of the value or volume of work to be assigned to any Vendor. Any Agreement executed with a selected Vendor will not be an exclusive contract for the provision of the described project deliverables. Toronto Zoo may contract with others for the same or similar deliverables to those described in this RFP or may obtain the same or similar deliverables internally.
- 1.9 The Toronto Zoo makes no representation or warranty; either expressed or implied, with respect to the accuracy or completeness of any information contained or referred to in this RFP.
- 1.10 Prices shall remain in effect for a period of ninety (90) days from the Proposal due date.
- 1.11 For any questions concerning the contract terms and conditions of this RFP, please contact:

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

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 “**Backup and Recovery Capabilities**” mean the various strategies and procedures involved in protecting your database against data loss and reconstructing the database after any kind of data loss;
 - 2.1.3 “**CEO**” means the Chief Executive 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 “**Data Breach**” means the intentional or unintentional release of secure or private/confidential information to an untrusted environment;
 - 2.1.8 “**PII**” means Personally Identifiable Information and as used in information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context;
 - 2.1.9 “**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;
 - 2.1.10 “**Proponent**” means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
 - 2.1.11 “**Proposal Price**”, “**Contract**” and “**Contract Documents**” have the meanings set out therefore in clauses contained in these documents;
 - 2.1.12 “**Request for Proposal (RFP)**” means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
 - 2.1.13 “**Services**” or “**Work**” means everything that is necessary including the labor and effort necessary to fulfill the duties, commitments, obligations, and responsibilities of Successful Proponent as set out in the Purchase Order or Agreement Services may include, without limitation, providing ideas, concepts, recommendations, interpretations, procedures, practices, processes, training, advice, knowledge, skill, talent, expertise and other such intangibles;
 - 2.1.14 “**Successful Proponent**” means the Preferred Proponent with whom the Board intends to negotiate an awarded Agreement.

3.0 BACKGROUND AND SCOPE OF WORK

Background

Toronto Zoo's Great Lakes Program delivers multiple outreach education programs focusing on Canadian aquatic species at risk and water conservation. One of these programs, Aqua-Links, involves students rearing Atlantic salmon in their classrooms for five months before releasing them into the wild. This program introduces participants to the needs and life history of Atlantic salmon as they develop through three different life stages in the classroom hatchery.

The impact of COVID-19 on classroom education cut the Aqua-Links program short in spring 2020 and prevented full program delivery in the 2020-21 academic year. While some virtual programming has been delivered in collaboration with program partners in the form of a video series and lesson plans, the overall increase in online learning has highlighted an opportunity to build a virtual hatchery experience. This new virtual hatchery would simulate the classroom hatchery experience and be interactive. Students should be able to troubleshoot common issues that arise with the hatchery equipment and be able to manipulate the hatchery conditions. A virtual salmon hatchery would allow the program to reach a greater audience as we are currently limited by equipment and staff availability.

The Atlantic salmon virtual hatchery would support the following Toronto Zoo Strategic Goals:

- 1) SAVE WILDLIFE
 - a. By featuring unique content through new digital channels to broad "non-science" audiences
 - b. Model best practices in sustainability, drive innovation and manage our operations and resources wisely
- 2) CREATE WOW
 - a. Use technology to add value and extend post-visit experience such as "at home" activities, webcams
- 3) REVOLUTIONIZE ZOO TECHNOLOGY
 - a. Transform how we engage our guests with leading edge technology to make connections between people and animals

Scope of Work and Functionality

The virtual Atlantic salmon hatchery will primarily be used by students, from 10-12 years old, in a classroom setting. The virtual salmon hatchery will require the following features. The features listed below are a minimum requirement.

- a. We are looking to have a free, interactive virtual Atlantic salmon hatchery that simulates the classroom hatchery experience. Users will access and use the virtual Atlantic salmon hatchery on PC or online.
- b. The general appearance of the virtual hatchery should be semi-realistic in cartoon form with animated components such as air bubbles, fish movement etc.
- c. Users will have the ability to assemble the virtual salmon hatchery before starting the 'simulation'. All necessary hatchery components will be provided, and the user must 'drag and drop' into place, like a puzzle.
- d. The virtual hatchery will include three life stages of Atlantic salmon: eggs, alevin, and fry.

- e. The virtual hatchery will present users with scenarios - drawn from real-life examples - at random that they must troubleshoot to ensure the salmon survive.
- f. Users will be able to manipulate the hatchery conditions to see the effect of altering variables like temperature, airflow, light level and filtration on the development of the eggs/fry.
- g. The simulation will end when the Atlantic salmon reach the fry stage and are ready to be released into the wild.
- h. The virtual hatchery will include a section for additional resources such as, links to the Toronto Zoo and partner websites, informational documents about Atlantic salmon biology etc.

The user experience of the virtual salmon hatchery will be interactive and educational. Users will have the ability to alter the hatchery conditions in response to different scenarios, such as an unusually high water temperature, or, to see the effect of such changes. Additionally, there will be educational components such as information about the different life stages of Atlantic salmon, photos and opportunities to extend learning.

The virtual salmon hatchery will be a stand-alone program and will complement Toronto Zoo’s existing Atlantic salmon rear-and-release program, Aqua-Links.

A beta version of the virtual salmon hatchery will be tested with a select group of target audience users. Feedback will be collected and incorporated into the final version of the virtual salmon hatchery.

Ongoing support for the first year must be included with regards to bug fixes and OS updates. The amount of ongoing support and maintenance that will be required should be specified.

Proposals are required to include a clear explanation of how the feature listed here will be incorporated into a comprehensive, straight-forward and engaging user experience. Additional or alternative suggestions to enhance the virtual salmon hatchery experience for the target audience are encouraged.

This project is made possible by grant funding and as a condition must be completed by November 30th, 2021.

4.0 SCHEDULE OF EVENTS

The following is a tentative schedule for the Legal Services process:

Pre-Award	
Release of RFP	2021-06-03
Proponents’ Question Deadline	2021-06-10
Submission Due	2021-06-17
Notification of Award by the Toronto Zoo	2021-06-28
Post-Award	
Completion of virtual Atlantic salmon hatchery	2021-11-30

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.

5.0 PROPOSAL SUBMISSION CONTENT

The following page format and sequence should be followed to provide consistency in the Proponent response and ensure each Proposal receives full consideration.

- 5.1** Title page, showing Request for Proposal number, Proponent's name, telephone number, authorized signature and contact name.
- 5.2** 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.
- 5.3** Table of Contents.
- 5.4** Duly executed Proposal Form
- 5.5 Solution Overview**
 - a) Provide a summary/description of the product being built
 - b) Who will be involved in the project? Please provide a short description of the team including product management, project management, and development tools which will be used.
 - c) Please provide a short summary of the key features.
 - d) What platforms will the solution be developed for? What systems are being built?
 - e) References: at least three (3) references where the product has been implemented/developed and has been in production for 12 months or more.
- 5.6 Project Scope**

Provide a detailed scope of the project, which includes specific feature and functionality items that will be integrated into the solution.
- 5.7 Project Timeline**

Provide a detailed project timeline including estimated start dates, schedule of activities, deliverables, and resources to be used, taking note of the November 30, 2021 completion date.
- 5.8 Pricing Model**

Provide an estimated price based on your project scope. Please include a fee breakdown in relation to time and scope.
- 5.9 Maintenance / Support Plan**

Provide a summary of the types of service level support plans that are offered and breakdown of services and costs.

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 two steps to the pre-defined evaluation process:
 - Step 1 – Initial Review of Responses
 - Step 2 – Evaluation of Submitted Proposals
 - Step 3 – Evaluation of Presentations (if required)
- 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

6.6.01 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 qualifications and experience with similar scale and type of Projects especially as it pertains to Mobile App development	25
Depth and breadth of the Project team Lead’s relevant qualifications and experience including the directly related experience of Mobile App development experience of your firm.	20
Availability of team members during entire Project	10
Commitment to complete work according to schedule of events within the RFP	15
Understanding of Project scope of work and details on the general approach and methodology that proponent would take in performing the services outlined within the RFP	10
References and App development experience	10
Fee Proposal	10

The Toronto Zoo will rate proposals based on various factors including responsiveness to the requirements laid out in this RFP, cost and technical expertise of bidder and staff members, with relevant past experience and ability to complete the project within the required timeframe being a key element.

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

6.7 Step 3 – Evaluation of Presentations (if required)

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

6.7.02 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.

6.8 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, which shall include the terms and conditions of this Request for Proposal.

7.2 Negotiations and Agreement

- a. The successful Proponent shall be retained through the issuance of a Purchase Order and a formal agreement in a form prescribed by the Toronto Zoo, which shall include the terms and conditions of this Request for Proposal. Please note the agreement will be between the Toronto Zoo, the Toronto Zoo Wildlife Conservancy, and the successful proponent.
- b. 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.
- c. 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.
- d. 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.
- e. 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, abort the RFP process and not enter into any Agreement with any of the Proponents or obtain the Services in some other manner.

7.3 Insurance:

7.3.01 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:

7.3.02 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 CEO 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 Board of Management Toronto Zoo, the Toronto Zoo Wildlife Conservancy, Toronto and Region Conservation Authority 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.

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.

All policies of insurance required to be taken out by the Successful Proponent 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 Proponent 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 Successful Proponent 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.

8.0 PROPOSAL TERMS AND PROVISIONS

8.1 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.

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

- 8.2.01 The Consultant shall effect, maintain and keep in force, at its sole cost and expense and satisfactory to the CEO or designated representative as to form and substance the insurance described below:
- 8.2.02 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.

- 8.2.03 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.
- 8.2.04 The Consultant shall deliver to the Board evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the CEO acting reasonably.
- 8.2.05 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.
- 8.2.06 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.
- 8.2.07 The parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the Contract.

8.3 Incurred costs

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

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

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

8.4 Liability of Errors

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

8.5 Toronto Zoo Rights and Options Reserved:

The Toronto Zoo reserves the right to award the contract to any proponent who will best serve the interest of the Toronto Zoo. The Toronto Zoo reserves the right, in its sole discretion, to

exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

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

8.6 Cancellation

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

8.7 Termination Provisions

Upon giving the Supplier not less than thirty (30) days' prior written notice, the Toronto Zoo may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the Toronto Zoo shall not incur any liability to the Supplier apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Supplier at the time of cancellation.

Failure of the Supplier to perform its obligations under the Agreement shall entitle the Toronto Zoo to terminate the Agreement upon ten (10) calendar days' written notice to the Supplier if a breach which is remediable is not rectified in that time. In the event of such termination, the Toronto Zoo shall not incur any liability to the Supplier apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Supplier at the time of termination.

All rights and remedies of the Toronto Zoo for any breach of the Supplier's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the Toronto Zoo under the Agreement or otherwise at law.

No delay or omission by the Toronto Zoo in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by

the Supplier in performance of the Agreement shall be delivered to the Toronto Zoo in a clean and readable format.

8.8 No Guarantee of Volume of Work or Exclusivity of Agreement

Toronto Zoo makes no guarantee of the value or volume of work to be assigned to any Vendor. Any Agreement executed with a selected Vendor will not be an exclusive contract for the provision of the described project deliverables. Toronto Zoo may contract with others for the same or similar deliverables to those described in this RFP or may obtain the same or similar deliverables internally

8.9 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:

- 8.9.01 is and shall remain the property of the Board;
- 8.9.02 must be treated by Proponents and Prospective Proponents as confidential;
- 8.9.03 must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

8.10 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.

8.11 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:

- 8.11.01 Shall become property of the Toronto Zoo and may be appended to the contract and/or purchase order issued to the successful Bidder;
- 8.11.02 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*.

8.12 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.

8.13 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.

No Guarantee of Volume of Work or Exclusivity of Agreement

Toronto Zoo makes no guarantee of the value or volume of work to be assigned to any Vendor. Any Agreement executed with a selected Vendor will not be an exclusive contract for the provision of the described project deliverables. Toronto Zoo may contract with others for the same or similar deliverables to those described in this RFP or may obtain the same or similar deliverables internally

8.14 Education Institute Status

The Toronto Zoo is a registered educational institute and accordingly may be eligible for preferred pricing which should be reflected in the Bid as submitted

8.15 Charity Status

The Toronto Zoo is a registered charitable organization (registration #BN 119216398RR0001) and accordingly may be eligible for preferred pricing which should be reflected in the Bid as submitted.

8.16 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.

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.	%	

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 email to purchasing@torontozoo.ca or by fax to (416) 392-6711 prior to the official closing date

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:	

APPENDIX A – ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Toronto Zoo supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA), 2005 and is committed to providing equal treatment and equitable benefits of Toronto Zoo services, programs and facilities in a manner that respects the dignity and independence of people with disabilities.

Accessibility for Ontarians with Disabilities Act (AODA) Requirements: "Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005, the contractor, i.e. successful bidder/proponent, shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. This training will take approximately twenty minutes and is available on-line at <http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>

The contractor, i.e. successful bidder/ proponent where requested by the Toronto Zoo shall provide written proof that all employees, agents, volunteers, or others for whom it is at law responsible have been trained as required under the act as well as any documentation regarding training policies, practices and procedures."