

2021-06-02

REQUEST FOR PROPOSAL
RFP 16 (2021-06)
CONSULTING SERVICES FOR MEMBERSHIP STRATEGY

The Toronto Zoo invites proposals from experienced individuals, organizations or teams to provide professional services to facilitate and lead the process of Membership Program review to develop a cogent strategy for membership acquisition, benefits, services, administration, renewal, and pricing.

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

Due Date: **Wednesday, 2021-07-07 Time: 1200 hours (noon) local time**

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

For any questions concerning the contract terms and conditions of this RFP, please contact, Peter Vasilopoulos, Supervisor, Purchasing & Supply, at 416-392-5916, pvasilopoulos@torontozoo.ca.

Yours truly,

Alia Lee
Director, Financial & Technology

TABLE OF CONTENTS

SECTION	SECTION DESCRIPTION	PAGE (S)
RFP LETTER	Invitation Letter	1
T.O.C.	Table of Contents	2
Instructions	Instructions	3
1.0	Definitions	4
2.0	Background and Project Scope of Work	6
3.0	Proposal and Execution Requirements	6
4.0	Schedule of Events	10
5.0	Fee Proposal	11
6.0	Proposal Submission Format	11
7.0	Proposal Evaluation Criteria	12
8.0	Award Notification	14
9.0	Proposal Terms & Provisions	15
10.0	Proposal Form	20
	Notice of No Bid	21
	Submission Label	22
Appendix A	Proposal Fee	23
Appendix B	List of Sub-Contractors	26

INSTRUCTIONS

1. Review and complete the RFP requirements and enclosed FORMS and return by due date and time, **Wednesday, 2021-07-07, 1200 hours (noon) local time**
2. The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal must sign the proposal.

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.

3. 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. All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal deadline.
5. The duration of the assignment is expected to be approximately four (4) months. The contract may be extended by the Zoo on mutually acceptable terms.
6. Pricing should be in Canadian dollars.
7. Quote discounts or quantity price breaks separately on FORMS.
8. Provide references of at least three (3) clients for whom your company has performed similar work. References must include client company name, contact name, address and e-mail address

Toronto Zoo, in its sole discretion, may confirm the Proponent's experience and or ability described in its Proposal by checking the Proponent's references. The provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

Toronto Zoo reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency

between the Proponent's answers to the rated requirements and the results of the reference checks.

9. For any questions concerning this RFP, please contact, Peter Vasilopoulos, Supervisor, Purchasing & Supply, at 416-392-5916, pvasilopoulos@torontozoo.ca.

Deadline for written questions is **Wednesday, 2021-06-16** at 1200 hours (noon) local time.

1.0 DEFINITIONS

- 1.1 The following definitions will apply to this Request for Proposal and to any subsequent Contract:
- 1.1.1 **“Board”** means the Board of Management of the Toronto Zoo;
- 1.1.2 **“CEO”** means the Chief Executive Officer of the Toronto Zoo;
- 1.1.3 **“Consultant”** means the person, partnership or corporation contracting with the Board to provide the required Services;
- 1.1.4 **“Contract”** means acceptance by the Toronto Zoo (by way of written acknowledgement, Agreement, Contract or Purchase Order) to furnish Services for money or other considerations;
- 1.1.5 **“Contract Price”** means the price payable under the contract to the Consultant, being the Proposal Price eventually accepted by the Board of Directors of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
- 1.1.6 **“Proponent”** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
- 1.1.7 **“Proposal Price”**, **“Contract”** and **“Contract Documents”** have the meanings set out therefore in clauses contained in these documents;
- 1.1.8 **Request for Proposal (RFP)** means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- 1.1.9 **“Services” or “Work”** means everything that is necessary to be performed, furnished delivered by the Consultant to meet the Consultant’s obligation under this Contract;
- 1.1.10 **“Successful Proponent”** means the same as **“Consultant”**

2.0 BACKGROUND AND PROJECT SCOPE

The Toronto Zoo (Zoo) opened in 1974 and is Canada's premier zoo and considered as one of the top ten zoos in the world. The Zoo has been a Canadian leader in saving and protecting species. Located on approximately 700 acres within the heart of the Rouge Valley on the north east side of the City of Toronto, the Zoo is home to over 5,000 animals representing more than 450 different species, many of which are classified as endangered 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 organization and is stewarded by a Board of Management.

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: Connecting people, animals and conservation science to fight extinction.

Our Vision: A world where wildlife and wild spaces thrive.

Toronto Zoo Strategic Plan 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.

The Zoo is open year-round . Each year the Zoo welcomes 1.2 million guests on average, with approximately 80% of guests attending between the months of May to October. The Zoo is a highly regarded educational resource with over 110,000 children from Grade K-12 visiting annually and enrolled in extracurricular educational programs and tours.

The Zoo is currently developing a Master Plan which will provide direction on goals, objectives and strategies to manage future growth. In addition, a Technology Master Plan and a Ticketing plan are being developed to look at transformational opportunities moving forward.

SCOPE OF WORK

Objective:

The objective of the Request for Proposal is to provide the Toronto Zoo with a qualified Proponent to a complete review and assessment of the current Membership Program, a segmentation of our membership base (active and lapsed) based on our member's personality traits, values, attitudes, interest and lifestyle. The successful Proponent will identify a variety of perspectives about how current

members and non-members view the membership programs, what services they value and what changes they would like to see. This information would be used to develop a program of membership services that will meet the evolving needs of the membership and help guide the Toronto Zoo in developing a strategic and long range plan that will meet future needs in membership and will also provide the Zoo with financial growth and long-term viability.

Deliverables

The successful Proponent will be expected to complete the following two work projects below:

A. General review and assessment of current Membership program

- a. Review of the existing membership program to include the following, but not limited to:
 - i. Membership categories
 - ii. Membership demographics
 - iii. Membership pricing
 - iv. Methods of purchase (yearly vs monthly payments)
 - v. Membership acquisition strategies
 - vi. Membership renewals strategies
 - vii. Lapsed member engagement and recovery strategies
 - viii. Membership processing (Efficiency of current back-end processes analysis)
 - ix. Membership communications
 - x. E-Commerce and other online vehicles. Effectiveness of current business operation (online vs onsite, acquisition vs retention, tools and resources in use) analysis
 - xi. Mobile commerce
 - xii. Long term financial viability
 - xiii. Propose the resources (staffing and financial) necessary to meet the ongoing needs of the program

B. Member benefit assessment

- b. Member benefit assessment in order to maximize long-term value for our members to include, but are not limited to:
 - i. Perceived value of member benefits and any value added benefit they find most appealing
 - ii. The relationship between the guest experiences and the impact those experiences have on new memberships and renewals
 - iii. The relationship between admission fees and membership fees
 - iv. The relationship between membership benefits and giving levels
 - v. Which general membership benefits have the greatest impact on membership acquisition (and renewal)
- c. Assess the market viability of the Zoo's membership program and determine the realistic (attainable) household membership size.
- d. Assess membership demographics and how the Zoo can be more attractive to a broader demographic beyond families with you children. In addition, how can the membership program appeal to younger singles and how can the program better reflect the ethnic demographic of the City of Toronto.
- e. Identify the differing perception between being a Member of the Zoo with the many benefits that comes with a Membership versus being a Season Pass holder with access to unlimited admissions only.

- f. Provide an analysis on what the true cost of servicing a member and a comparison of this metric with other Membership program from comparable and other non-profit organizations with similar membership program.
- g. From the findings above, evaluate the Membership program in comparison to national and North American best practices from comparable and other non-profit organizations with similar membership program. In addition, provide a recommendation for an informed decision about pricing, levels and benefits to optimize Membership revenues.
- h. Determination of optimal membership household base targets compared to Zoo attendance.

C. Understanding Membership characteristics

The selected Proponent is expected to conduct a research of existing general members, donor members, and lapsed members to solicit feedback and evaluate their satisfaction levels with the existing membership program.

Determine the demographic and psychographic profile of existing general members including, but not limited to:

- i. Driving factors for becoming a first time member
- ii. Driving factors why members renew their membership or let it lapse
- iii. Capacity vs willingness to support the Zoo's mission and vision – As members, are you likely to support the Zoo's conservation initiatives more or less? To what level are you invested in supporting the Zoo's mission and vision?
- iv. Length of time as members
- v. Frequency of visits
- vi. How important is it to members that the Zoo offers the following activities and provides these amenities:
 1. Education programs
 2. Zoo camp / Bush camp
 3. Wildlife Health Centre Tours
 4. Behind The Scene Tours
 5. Online virtual opportunities
- vii. How important are member only events?
 1. Fun with Santa
 2. New Exhibit member exclusive previews
 3. Early admission during special attraction
 4. Photo contest
 5. Member Appreciation month
 6. Other events
- viii. Are members using their membership the way they thought they would when they initially signed up?
- ix. Is there any interest in having a loyalty program to reward members for their visitation frequency and spending level?

D. Communications

Determine how members would prefer to receive membership materials and information including any and all medium that may not be currently utilized.

- i. How important is it to Members to have access to a Member-exclusive website page?
- ii. What strategies are recommended to further engage our Members?
- iii. Would members use a Zoo APP and what information would they want the App to contain?

-
- iv. Frequency of email blasts. Do members gain from these communications?
- i. Do existing members have memberships at other local cultural attractions? And where? And why? Are there member-exclusive benefits from these attractions that they would like to see made available with their Zoo membership?
- j. How did the recent pandemic and subsequent closure of the Zoo affect members' perceptions of the Zoo? Were members more likely to visit after re-opening or did they not feel safe at the Zoo site. What could have been done differently to support the membership base?
- k. From the above, evaluate and report on the Member established demographic and psychographic profile in comparison to national best practices from comparable and other non-profit organizations that have similar membership programs. In addition, provide a recommendation for changes to any and all components of the program to maximize acquisition, retention, and overall member experience.

Requested Data will be provided to vendors as required.

Proponent Responsibility

The Proponent will be responsible for the following items, including but not limited to:

1. Execution of Member research
2. Design of survey instrument
3. Data collection
4. Analysis of data findings

At the conclusion of the member survey, research and data collection, the Proponent will provide a final report that will include, but is not limited to, the following:

1. Recommend to continue with a membership program with structured categories OR implement a season pass admission category
2. If proceeding with a membership program, recommend membership levels with pricing and benefits for each level
3. Recommend strategies to attract new members as well as retain members in order to:
 - a. Maximize membership revenue
 - b. Minimize lapsed memberships
 - c. Maximize member satisfaction
 - d. Support the Mission of the Toronto Zoo
 - e. Meet the unique needs of the Greater Toronto Area population
 - f. Reflect a wider demographic and be more inclusive.
4. Recommend membership staffing levels to cover all aspects of the Membership program processes
5. Recommend phases for the implementation of the plan, if required, including financial implications.
6. Recommend implementation requirements within the scope of the Technology Master Plan, and the POS equipment requirements.
7. Presentation of the report to Senior Management staff (oral, electronic and print)
8. All collected raw data

3.0 PROPOSAL AND EXECUTION REQUIREMENTS

The Proponent submissions will form the basis for evaluation, interview (if required) and selection.

The Proponent is to complete the attached Fee Schedule to price each work project separately.

The Proponent is to identify the lead contact and all personnel/subcontractors who will be assigned to the team. Submission should also include each personnel's experience and qualifications.

The Proponent will indicate whether the agency is currently engaged or previously undertaken any other membership review services. If so, please provide listing of current and prior accounts with all pertinent contact information.

The Proponent will provide a list with short description of marketing initiatives undertaken for other non-profit organizations with similar membership program and results achieved.

The Toronto Zoo's current membership database will be provided to successful Proponent for database review, analysis and modelling purposes.

4.0 SCHEDULE OF EVENTS

The following schedule is planned for the RFP process:

Release of RFP	2021-06-02
Proponents' Question Deadline	2021-06-16
Submission Due	2021-07-07
Interviews, if necessary	2021-07-12
Notification of Award By the Toronto Zoo	2021-07-19
Commencement of Work	2021-07-26
Draft vision statement and preliminary findings report	2021-09-22
Draft Strategic Report, including vision and strategy	2021-10-27
Final Strategic Report, including vision and strategy	2021-11-19
Presentation to Zoo	2021-11-19

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

5.0 FEE PROPOSAL

5.1 The proposal shall specify and state a firm not to exceed price using the attached form, Appendix A, including total fees and expenses (excluding taxes) in order to complete the assignment.

5.2 The Consultant shall not perform any Services or Work that would result in an increase in fee payable by the Toronto Zoo without the prior written approval of the Toronto Zoo.

-
- 5.3 The Consultant shall, even if the rate of payment set forth in the Proposal is based on an hourly rate, daily or other time based rate, perform all of the Services required to complete the deliverables, regardless of the fact that the time spent by the Consultant in performance may exceed the maximum specified therein, and that neither the rate nor any provision of the Proposal shall relieve the Consultant from performing all the Services or reduce its obligations to one of performing only some proportionate or other part of the Services.
- 5.4 The Toronto Zoo is a registered charitable organization (registration #BN 119216398RR0001) and accordingly may be eligible for preferred pricing which should be reflected in the Bid as submitted.

6.0 PROPOSAL SUBMISSION FORMAT

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

- 6.1 Title page, showing Request for Proposal number, Proponent's name, telephone number, authorized signature and contact name.
- 6.2 Table of Contents.
- 6.3 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
- 6.4 Executive summary.
- 6.5 Duly executed Proposal Form.
- 6.6 Corporate Information.
- 6.7 Detailed experience, background and other similar project opportunities completed within the past five (5) years including, if any, in the tourism sector.
- 6.8 Three (3) references including name, address contact person and telephone number from clients with similar projects as outlined in this RFP (do not list the Toronto Zoo as a reference).
- 6.9 Detailed biographies of team lead and key members and their roles.
- 6.10 Estimated time frame to complete the project deliverables and work plan or schedule with key dates and milestones for immediate implementation and the accompanying identification of staff and resources that will be assigned to this project.
- 6.11 A breakdown of total proposal cost by element and activity; total fixed price for the project, including consulting fees, sub-contractors (if required), key milestones for earning of proposed fee and disbursements.
- 6.12 Identified conflict of interests in the event if the Proponent's representation of any of its clients could create a conflict of interest should the Proponent provide services to the Toronto Zoo.

The Proponent should submit a Submission in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted. The Toronto Zoo also has an environmentally- preferable purchasing commitment, and seeks a package format to support the green expectations and initiatives of the Toronto Zoo.

Please do not use any plastic or vinyl binders or folders. The Toronto Zoo prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Proposal, they should be fully 100% recycled stock.

The Toronto Zoo seeks and prefers submissions on 100% Post Consumer Fibre (PCF) paper, consistent with the Toronto Zoo's environmental practices. All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) where possible.

7.0 PROPOSAL EVALUATION CRITERIA

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.

The RFP will not be awarded to the Proposal with the lowest cost, but rather, award shall be based on an evaluation of the Consulting team's expertise, prior project experience, proposed methodology, and price. Additionally, the Zoo may accept or reject any part of the Proponent's bid.

An Evaluation Team comprised of representatives designated by the Zoo will evaluate responses to the RFP.

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

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.

Step 2 – Detailed Review

Evaluation Point Rating [Threshold Requirements]

Proposals will be assessed on a point rating system, outlined below, with a maximum 70 technical and experience points and a maximum of 30 for proposal fee. This is used to determine each proponent's strategic and technical fit to the needs described in the proposal documents. The technical points will be added together with the reference and proposal fee points (outlined below) to determine a final point score out of 100.

Proposals scoring less than a total threshold of 49 (70%) technical and reference points will be considered technically unacceptable. Proposals that meet or exceed the 49 technical point threshold score will have their proposal fee scored.

Technical and Experience Evaluation

In their proposal, Proponents shall clearly show the following:

TECHNICAL AND EXPERIENCE EVALUATION		Maximum Points
	Team composition – Description and role of those staff to be assigned to the project and sub-consultants Experience, qualifications and description of Consultant team members and sub-consultants.	35
1.	Demonstrated understanding of similar projects completed within the past five (5) years including, if any, in the tourism sector, previous experience and demonstrated communication skills. Provide project dates, client names and contact information, description of team members role in each project.	35
2.	Understanding of the assignment/objectives. Work plan and methodology; risks, opportunities and breakdown of tasks necessary to complete the Scope of Services as described in this RFP.	10
	THRESHOLD – TECHNICAL AND EXPERIENCE EVALUATION	49
	TOTAL TECHNICAL AND EXPERIENCE EVALUATION	70

Proposal Fee Evaluation

PROPOSAL FEE EVALUATION		Maximum Points
	The lowest cost proposal that is qualified to stage two and meets the technical point threshold will receive 30 points. The remaining proposals will be assigned points based upon the following formula: (lowest cost proposal divided by proponent’s proposal cost) x 20	20
	TOTAL FEE EVALUATION	30

Step 3 – Interview (if required)

Based on the paper submission proposal scoring, high-scoring Proponents may be asked to attend an interview. The Proponent(s) will provide a presentation of their proposal and will be required to answer questions.

Total

50

The proposals submitted will be evaluated using the evaluation criteria and will be comprehensively reviewed by the Evaluation Team. It is the sole discretion of the Toronto Zoo to select its Evaluation Team and to retain additional members and advisors as deemed necessary.

The Evaluation Team will select one or more proposals which in its sole opinion:

-
- a) Meets or exceeds the evaluation criteria, including, but not limited, as outlined above;
 - b) Has a demonstrated track record of success with similar projects, and
 - c) Provides the best value, but may not necessarily be the one(s) offering the lowest fees.

All proposal scores and rankings shall be the property of the Toronto Zoo and will not disclose any of the same during or after the evaluation process. Due to budget and time constraints, the Evaluation 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 Toronto Zoo will be final and binding.

8.0 AWARD NOTIFICATION

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

9.0 PROPOSAL TERMS AND PROVISIONS

9.1 Consultant's Liability and Indemnity

The Consultant will from time to time at all times hereafter well and truly save, defend and keep harmless and fully indemnify the Board, the City of Toronto, and the Toronto and Region Conservation Authority and each of their officers, employees and agents (hereinafter called the "Toronto Indemnities") of, from and against all manner of action, suits, claims, executions and demands which may be brought against or made upon the Toronto Indemnities or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Toronto Indemnities, their officers, employees and agents or any of them by reason of or on account of or in consequence of the execution of this agreement or provision of the business or any other work or matter to be carried out or performed by the Proponent with respect to the Request for Proposal or any agreement that may result from the request for proposal process, and/or the non-execution or imperfect or improper execution thereof and will pay to the Toronto Indemnities on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Toronto Indemnities or any of them in consequence of any such action, suit, claim, lien, execution or demand and any monies paid or payable by the Toronto Indemnities or any of them in settlement or discharge on account thereof.

The Consultant shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by his or her employees, or resulting from the prosecution of the Work, or any of their operations, or caused by reason of the existence of location or condition of the works, or of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees to do or perform any or all of the several acts or things required to be done by him or them under and by these General Conditions, and covenants and agrees to hold the Board, the Toronto and Region Conservation Authority and the City of Toronto, their officers, agents, employees, Consultants and invitees harmless and indemnified for all such damages and claims for damage; and in case of the Consultant's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Work, the CEO may, either with or without notice (except where in these Contract Requirements, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant trucks and men, and do such work or things as he/she may deem advisable toward carrying out and enforcing the same and any such action by the CEO as he is herein empowered to take, shall not in any way relieve the Consultant or his/her surety from any liability under the Contract.

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

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

9.2.2 The Consultant shall be required to arrange, pay for and maintain in force at all times at the Consultant's expense such comprehensive policies of insurance as applicable to persons undertaking the Work, including liability and professional liability (errors and omissions) coverage which are to be written in amounts, with deductible limits and terms that shall be subject to the approval of the Toronto Zoo at all times.

The Consultant shall provide certified copies of such insurance or a certificate(s) of insurance as determined by, and upon request of, the Toronto Zoo. Without limiting the

generality of the foregoing, the comprehensive general liability policy coverage required under the Contract will be Two Million (\$2,000,000) Dollars minimum and the policy shall name the Toronto Zoo and the City of Toronto as insured as if a separate policy had been issued to each and shall include a cross/liability-severability of interest clause.

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

- 9.2.3 All policies of insurance required to be taken out by the Consultant shall be placed with insurers licensed to conduct business in the Province of Ontario and shall be subject to the approval of the CEO, acting reasonably.
- 9.2.4 The Consultant shall deliver to the Board evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the CEO acting reasonably.
- 9.2.5 All insurance policies shall be endorsed to provide a minimum advance written notice of not less than thirty (30) days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made to the CEO.
- 9.2.6 The provisions of this section shall no way limit the requirements and obligations imposed on the Consultant elsewhere in the Contract, nor relieve the Consultant from compliance therewith and fulfillment thereof.
- 9.2.7 The parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the Contract.

9.3 Incurred costs

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

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

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

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 Ownership and Confidentiality of Board-Provided Data

All correspondence, documentation and information provided by the Toronto Zoo staff to any bidder or prospective Bidder in connection with, or arising out of this RFP, the services or acceptance of the RFP:

9.8.1 is and shall remain the property of the Board;

9.8.2 must be treated by Proponents and Prospective Proponents as confidential;

9.8.3 must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

9.9 Copyright:

The final product and related materials from the Work is to be for the exclusive use of the Toronto Zoo. The Toronto Zoo shall be the only and sole owner of the product and related materials for the sole and unfettered use by the Toronto Zoo. Upon payment of the of the said product and related materials by the Toronto Zoo, the successful bidder shall have no hold, proprietary claim, ownership, use of any kind, intellectual or otherwise nor shall there be any restrictions place on the final product and related products by the successful bidder. By submitting a Proposal in this response to this RFP, the Bidder shall thereby acknowledges and agrees that the Toronto Zoo has exclusive ownership and sole and unfettered use of this final product and related products.

9.10 Ownership and Disclosure of Proposal Documentation

The documentation composing any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the Toronto Zoo by any Bidder in connection with, or arising of this RFP, once received by the Toronto Zoo:

9.10.1 Shall become property of the Toronto Zoo and may be appended to the contract and/or purchase order issued to the successful Bidder;

9.10.2 Shall be come subject to the Municipal *Freedom of Information and Protection of Privacy Act* (“*MFIPPA*”) and may be released pursuant to that Act.

Because of *MFIPPA*, prospective Bidders are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Bidder’s name shall be made public. Proposals will be made available to member of the Board on a confidential basis and may be released to members of the public pursuant to *MFIPPA*.

9.11 Conflict of Interest Statement

In its Proposal, the Proponent must disclose to the Toronto Zoo any potential conflict of interest that might comprise the performance of the Work. If such a conflict of interest does exist, the Toronto Zoo may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any Toronto Zoo employee, member of board, agency or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the Toronto Zoo may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the Toronto Zoo's sole satisfaction.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise. The Consultant(s) for this project may participate in subsequent/other Toronto Zoo projects provided the Consultant(s) has (have) satisfied pre-qualification requirement of the Toronto Zoo, if any and in the opinion of the Toronto Zoo, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the Consultant(s).

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to potential conflict of interest, then the Proponent will so inform the Toronto Zoo. If the Toronto Zoo requests, then the Proponent will refuse the new assignment or will take steps as are necessary to remove the conflict of interest concerned.

9.12 No Collusion

A proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each proponent shall attest by virtue of signing the Proposal Submission Form that its participation in the RFP process is conducted without any collusion or fraud. If the Toronto Zoo discovers there has been a breach of this requirement at any time, the Toronto Zoo reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

9.13 Governing Law

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

10.0 PROPOSAL FORM

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

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

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

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

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

COMPANY INFORMATION	
Company Name:	
Name of authorized Signing Officer	Title:
Signature:	Date:
Contact Name:	Title:
Address:	
Telephone #:	Fax #:
Email:	Web Site:
HST #:	

DISCOUNT	Discount	Days
Discount allowed for prompt payment and period within which invoice must be paid to qualify.	%	

NOTICE OF NO BID

INSTRUCTIONS:

It is important to the Toronto Zoo to receive a reply from all invited Proponents. 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 & Supply Fax Number: (416) 392-6711.

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

Other reasons or additional comments (please explain):

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

SUBMISSION LABEL- N/A

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

Vendor Name _____

RFP 06 (2021-06) MEMBERSHIP CONSULTING SERVICES

Closing: Wednesday, 2021-07-07, 12:00 hours (noon) local time

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

Complete this Appendix A – Fee Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with Section 2.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

When submitting its Proposal by email, please ensure Appendix A– Commercial Proposal is provided as a separate file to the entire Proposal.

PLEASE COMPLETE SEPARATE EXCEL SHEET

Table A: PRICING SCHEDULE (Reference 2.0 and 3.0 of the RFP)

Work Task/Phase/Deliverable	Description of Activities	Team Members	Team Member Activity Role	Hourly Rate	Estimated Hours	Total Amount
Task 1- General review and assessment of current Membership program						
Subtotal Task 1						
Task 2 -Member benefit assessment						
Subtotal Task 2						
Task 3 – Understanding Membership characteristics						
Subtotal Task 3						
Task 4 – Communications						
Subtotal Task 4						

Subtotal Task 4						
Task 5 – Interim & Final Report and Presentation						
Subtotal Task 8						
TOTAL ESTIMATED HOURS						
TOTAL DISBURSEMENTS (Provide description)						
TOTAL "AGREEMENT PRICE" (Maximum Fees and Expenses, Including Disbursements, excluding HST)						
TOTAL PRICE (Including HST)						

APPENDIX B – LIST OF SUB-CONTRACTORS

PROPONENT NAME	
-----------------------	--

The Proponent proposes to sublet the following portions of the Work to the persons firms or corporations indicated.

The Proponent (contractor) is responsible for all pricing with all subcontractors.

The Proponent submits that in proposing the under mentioned subcontractors, the Proponent has consulted each and have ascertained to our completed satisfaction that those names are fully acquainted with the extent and nature of the work and that they will execute their work with the requirements of the contract documents.

WORK OR SERVICES TO BE PROVIDED	NAME AND ADDRESS OF SUB-CONTRACTOR OR PERSON	YEARS OF WORKING WITH PROPONENT	TELEPHONE