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2022-05-17

**REQUEST FOR PROPOSAL  
RFP 03 (2022-05) (REVISED)  
PROVISION OF CLOUD BASED ADMISSION TICKETING SYSTEM**

This Request for Proposal is being issued by the Toronto Zoo to seek proposals for a ticketing system to replace the existing admission systems as detailed in this Request for Proposal (RFP). Proposed system should be a turn-key solution including software, implementation services, on-going training and technical support

Submission deadline            **BY: Tuesday June 7, 2022, 12:00 PM (1200 hours) local time**

The quotation submitted shall remain in effect and irrevocable for a period of ninety (90) days from the Request for Quotation submission date.

**RIGHT TO ACCEPT OR REJECT QUOTATIONS**

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

Yours truly,

Peter Vasilopoulos  
Supervisor, Purchasing & Supply

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>SECTION DESCRIPTION</b>	<b>PAGE (S)</b>
<b>RFP LETTER</b>	Invitation Letter	1
<b>T.O.C.</b>	Table of Contents	2
<b>1.0</b>	Instructions	3
<b>2.0</b>	Definitions	5
<b>3.0</b>	Introduction and Background	6
<b>4.0</b>	Schedule of Events	12
<b>5.0</b>	Proposal Submission Format	12
<b>6.0</b>	Proposal Evaluation Criteria	13
<b>7.0</b>	Negotiation	15
<b>8.0</b>	Terms & Conditions	16
<b>9.0</b>	Submission Form	19
	Submission label	21
	Notice of Bid	21
<b>APPENDIX A</b>	<b>SCHEDULE OF PRICES</b>	22
<b>APPENDIX B</b>	<b>REFERENCES</b>	24
<b>APPENDIX C</b>	<b>ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)</b>	25

## 1.0 INSTRUCTIONS

- 1.1 Ensure that you have received all **27** pages of the RFP package.
- 1.2 Complete ALL FORMS in section 9.0 and return by due date and time received on or before **Tuesday June 7, 2022, 12:00 PM (1200 hours) local time** or your Quotation will not be considered. Include signed copies of any addenda with your Quotation package.
- 1.3 Submission – Temporary process - 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](mailto:purchasing@torontozoo.ca)

and note the following:

- a. Subject of the file to be: RFP# - Title of RFP – Vendor name.
  - b. Complete and submit the separate Schedule 1 and Product Hosting Type and Compatibility.
  - c. Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
  - d. 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 RFP, the Toronto Zoo representative will issue by email or post a written addendum on the Toronto Zoo Website that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is provided by email or posted in a formal written addendum on the Toronto Zoo website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda and acknowledged on the submission form.
  - 1.5 Proposals must not be submitted by facsimile or email.
  - 1.6 Unless otherwise indicated herein, the prices stated are payable in Canadian Funds.
  - 1.7 Show itemized cost of HST if applicable.
  - 1.8 Use the attached submission label, when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo (**Not applicable**).
  - 1.9 Prices shall remain in effect for a period of ninety (90) days from the RFP due date.
  - 1.10 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](mailto:pvasilopoulos@torontozoo.ca)

## 2.0 DEFINITIONS

- 2.1 The following definitions will apply to this Request for Proposal and to any subsequent Contract:
- 2.1.1 **“Board”** means the Board of Management of the Toronto Zoo;
- 2.1.2 **“CEO”** means the Chief Executive Officer of the Toronto Zoo;
- 2.1.3 **“Consultant”** means the person, partnership or corporation contracting with the Board to provide the required Services;
- 2.1.4 **“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;
- 2.1.5 **“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;
- 2.1.6 **“Proponent”** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
- 2.1.7 **“Proposal Price”, “Contract”** and **“Contract Documents”** have the meanings set out therefore in clauses contained in these documents;
- 2.1.8 **Request for Proposal (RFP)”** means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- 2.1.9 **“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;
- 2.1.10 **“Successful Proponent”** means the same as **“Consultant”**

### 3.0 INTRODUCTION AND GENERAL REQUIREMENTS

#### 3.1 Introduction

The Toronto Zoo intends to replace the existing ticketing and access control systems with an off-the shelf software package. The proposed system should be a turn-key solution including software, implementation services, and provide on-going training and technical support.

The system selected must provide an integrated solution to replace current e-commerce and onsite sales platforms that are selling admission, parking, events, group tickets, rides, rentals, experiences and donations at point of purchase. An access control system will be required to verify validity of all admission tickets and memberships on entry to the Zoo.

#### 3.2 Project Objectives

The major business objectives of the selected ticketing system include:

1. Provide an integrated solution for Toronto Zoo admission from point of sale to access control. Point of sale locations will include e-commerce, onsite at ticket booths and in the future at self-serve kiosks.
2. Partner with Digonex to provide dynamic pricing solution.
3. Integrate with membership database to provide real-time member data to access control system for verification and admittance. Integration with member database will be required to facilitate member discount offerings.
4. Facilitate the sale of parking at all point of sale channels with verification and redemption of parking in current parking management system to permit parking egress.
5. Manage group and event ticketing including booking, confirmation, admittance and invoicing.
6. Facilitate integration with the Toronto Zoo's budgeting and financial reporting system.
7. Provide flexible and comprehensive reporting and data analytic tools.

#### 3.3 Core Business Requirements

The Functional Requirements defined in Appendix A contain the core business requirements of the Toronto Zoo desired ticketing system.

The Fundamental Business Requirement will be used in the evaluation of this RFP:

- The software is pre-built and tested in the marketplace; this is not a request for software development
- The solution (software, associated implementation, consulting, and support staff) must be delivered as a single proposal. Identify all sub-contractors if required.
- A number of Integrations will be required. Integration into other applications and systems ie.
  - Precise park parking system
  - Dynamic pricing System
  - CRM/ERP
  - GP 365
  - BI reporting tools
- The Proponent must have Canadian, Local Government, experience with at least (3) similar implementations in operation. The proponent should understand and have experience in Local Government. All project implementation and training staff must have knowledge of Canadian Local

Government practice and be able to add value, based on experience, during the implementation process.

- Limit customizations to hold down implementation costs, to support standardization of business practices, and to preserve the ability to upgrade to new versions as they are released.
- The software must be designed such that any solution customization is independent of the core software, in such a way that future enhancements and upgrades can be implemented without re-implementing and/or re-testing customized components.
- The solution is cost-effective.

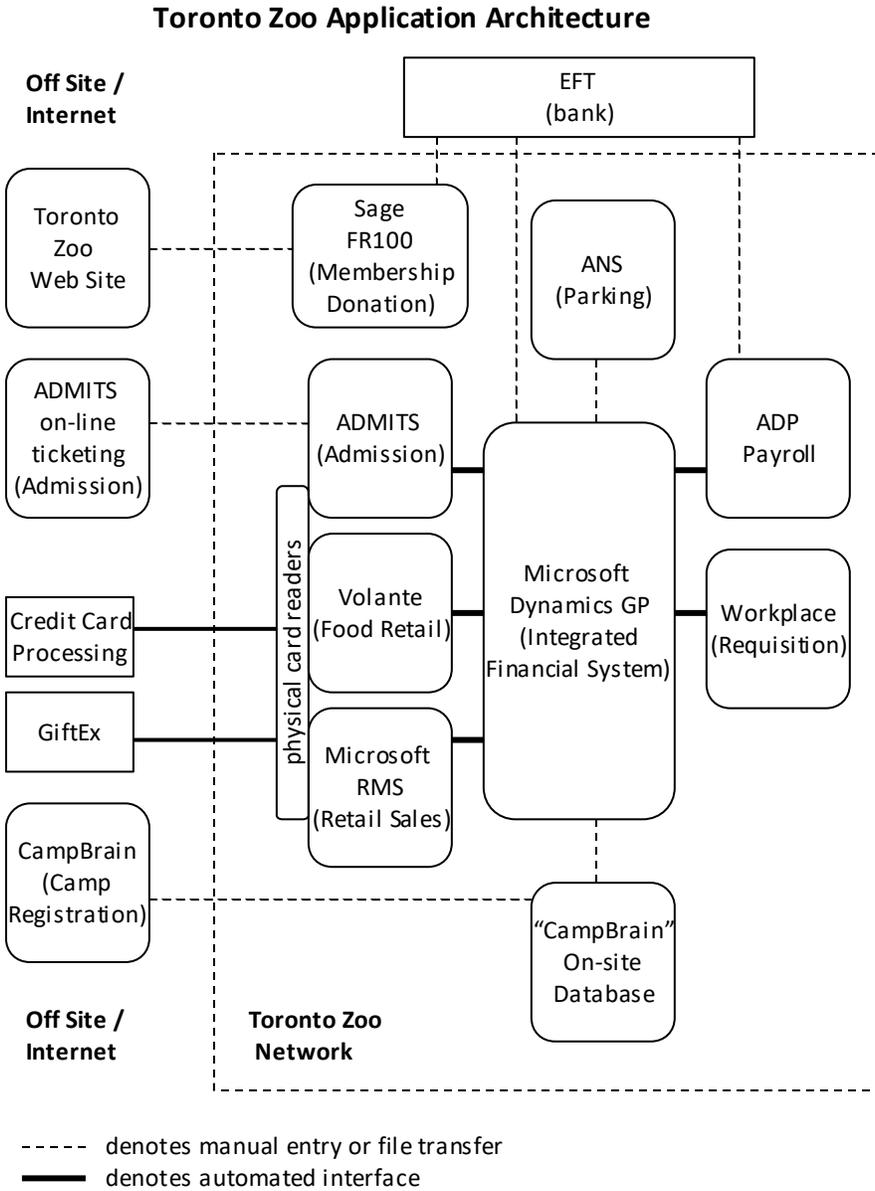
### 3.4 Current Computing Environment

Toronto Zoo currently has the following major systems/applications:

- Sage FR100 -- Memberships and Donation System
- Microsoft Dynamics GP -- Integrated Financials – **Moving to GP 365 Dynamics Q2 2022**
  - Financial System - Microsoft Dynamics GP (general ledger, accounts receivable, purchasing/accounts payable)
  - Inventory -- Microsoft Dynamics GP
  - Fixed Asset -- Microsoft Dynamics GP
  - Service Management – Microsoft Dynamics GP
  - Purchasing -- Microsoft Dynamics GP for purchasing
- Paramount Technology Workplace Requisition -- Purchase Requisition
- Microsoft RMS -- Retail Sales (Point of Sales)
- Volante -- Food Sales System (Point of Sales)
- ADMITS (Stream in Admission Technologies Admission system) – Admission system, with an off-site on-line ticketing component
- CAMP BRAIN -- Registration off-site hosted application, with a corresponding on-site database
- Precise Park Link -- Parking System
- ADP -- Payroll System
- Toronto Zoo Web site containing forms (e.g. membership application forms)
- Chase Payment Tech

The integrations among these systems are limited. The Microsoft Dynamics GP is a set of integrated systems or modules. There are automated interfaces from ADMITS, ADP, Microsoft RMS Retail Sales and Volante Food Sales systems to the Microsoft Dynamics for sales summary GL transactions. The Workplace requisition is integrated to the Microsoft Dynamics purchasing. The POS systems also have interfaces to external credit card processing and gift card processing services, via the physical card reading devices. In all other instances, manual entries and reports or file transfers are used in lieu of integrations and interfaces.

The following diagram shows the overall application architecture:



### 3.5 Current networking, Software and Hardware environment

The proponent's proposal needs to comply with and operate within the Toronto Zoo's network and technology environment.

#### 3.5.1 Current Toronto Zoo Network Environment

The Toronto Zoo's Current network environment may be summarized as: **Will be changed Q1 2022**

- The network is part of an overall City of Toronto internal WAN/LAN network with the WAN connected by fiber optics. The network is highly secured and in-bound traffic to this network is, for all practical purpose, prohibited. Remote access, where allowed, is by special arrangement only. Q1 2022 will see a Zoo managed network. (firewalls, routers, web traffic)
- The network software is a combination of both Cloud applications and in house servers
- The network equipment, routers, and firewalls are predominately Cisco.
- Q3 2022 will see Wi-Fi coverage at 70% of zoo grounds.
- The Toronto Zoo has "public access" applications on its Web site and on a hosted "CAMPBRAIN" On-line Camp Registration system.
- 

#### 3.5.2 Software and Operating System Environment

The Toronto Zoo's software and operating environment may be summarized as:

- Server operating system is Microsoft Server, with the most recent version being Server 2016
- Database Management System software is Microsoft SQL Server, with the most recent version being MS SQL 2008.
- Desktop operating system is predominately MS windows 10 moving to 11.
- Office 365
- Crystal report writer

#### 3.5.3 Hardware Environment

##### Server

Currently, Toronto Zoo typically assigns specific Cloud (Azure) or Software as a service (SaaS) to each major system. It is expected that this practice will continue. Most applications are client server applications.

##### Desktop and peripheral devices

##### **Standard Workstation**

Computer: HP EliteDEsk Ultra-Slim Desktop, 16GB RAM, 512GB Hard Drive

Monitor: 22" LCD XVGA

**POS Hardware: current but will all be changed with this RFP**

Computer: HP Compaq 8000 Elite Ultra-Slim Desktop, 4GB RAM, 240GB Hard Drive

Keyboard: Cherry G80-8113LRBUS-0,

USB Printer: Insight ITH280-USB-DG,

Cash Drawer: Media Plus p/n 266-125203372-04,

Monitor: Insight ELOE537168 Touch Screen,

Scanner: Symbol - SBLLS9208-7NNK0100D,

Pinpad: Ingenico 5310 - USB

### 3.6 **Scope of Work**

The proposal is for an integrated ticketing and access control solution. The solutions must include software, all implementation services and on-going support.

The functions that comprise the base scope for the CRM system and are viewed as the top priority for inclusion in the system are as follows:

1. Discovery of current systems and environment
2. Admission Ticketing E-Commerce and POS
3. Dynamic Pricing
4. Access Control Management
5. Event and Group Booking
6. Ride and Rental Ticketing
7. Parking sales and integration
8. Gift Ticketing/Gift Card Management
9. Membership Integration
10. Reporting and Data Analytics
11. Integration into ERP system

To further assist the respondents in sizing the scope of the project, the following statistics are presented:

- Toronto Zoo Annual Attendance Budget 2022: 1,158,456
- Ridership (onsite rides): 300,000
- Number of Member households: 36,000
- School Program/Booking Attendance: 100,000
- Number of Corporate Event Attendees: 15,000

#### **3.6.1 Software Licensing Requirements:**

Phase 1 – Anticipated Go Live Date November 1, 2022

Numbers of concurrent users are as follows:

- E-commerce site
- Administration Stations – 5
- Admission POS – 10
- Rides POS – 5 (may be self serve kiosks)
- Access Control Scanners – 10
- Partnership & Events – 3
- Finance – 1

Phase 2 – The current admission process and infrastructure will be undergoing a transformation with a new front entrance design within the next few years.

Numbers of concurrent users are as follows:

- E-Commerce site
- Admin Stations – 5
- Admission POS – 8
- Self-Serve Kiosk – 4
- Rides Self-Serve Kiosk - 5
- Access Control Gates/Scanning – 10

Partnership & Events – 3  
Finance – 1

Proponents must identify how the software licensing and pricing are formulated for Phase 1 and Phase 2 operations as outlined.

**4.0 SCHEDULE OF EVENTS**

The following is a tentative schedule for the Recruitment process. The final schedule will be developed jointly with the successful proponent in the first week of project execution:

Tasks	Date
RFP Released	2022 -05-17
Last day for Proponent’s Questions	2022 -05-25
Submission Due	2022 -06-07
Short List Contacted	Week of June 6th
Product Demonstration	Week of June 13 <sup>th</sup> & 19 <sup>th</sup>
Contract Award	Week of June 27th
Implementation Start	2022-07-01
Anticipated Go-Live	2022-11-01

The RFP process and project will be governed according to the above schedule or other schedule provided by the Proponent and approved by the CEO of the Toronto Zoo. 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 FORMAT**

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

- 5.1 Title page, showing Request for Proposal number, Proponent’s name.
- 5.2 The page letter of introduction, including duly executed proposal form, 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 Executive summary of no more than two (2) pages that outlines the key components of proposal and solution.
- 5.5 Corporate Information including firm’s financial strength and ownership structure.
- 5.6 Detailed experience, background and other similar project opportunities completed in the Not for Profit (NFP) market within the past five (5) years.
- 5.7 Detailed organizational chart and biographies of team lead and key members and their roles.
- 5.8 Provide a project timeline, outlining the number of months and specific milestones/phases, from inception of the assignment to offer date and your (and other applicable personnel) role (s) in each phase. This includes all assigned resources (account manager, project manager, technical, training and support resources, etc.)

- 5.9 Respondents are to provide an itemized listing of all fees and cost for this project with a stated total upset fee including all other costs, all disbursements, travel, office, overhead expenses, profit, all meetings, interviews and all other costs.
- 5.10 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.
- 5.11 Provide three (3) references including name, address contact person and telephone number from clients with similar projects as outlined in this RFP, do not list the Toronto Zoo as a reference.

**6.0 PROPOSAL EVALUATION CRITERIA**

- 6.1 The Proponent is urged to ensure that its Proposal is submitted in the most favourable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the Proposal from further consideration.
- 6.2 The Agreement will not be awarded to the Proposal with the lowest cost, but rather, award shall be based on a combination of related expertise, prior project experience and price. Additionally, the Zoo may accept or reject any part of the Proponent’s bid.
- 6.3 An Evaluation Team comprised of representatives designated by the Zoo will evaluate responses to the RFP.
- 6.4 There are three steps to the pre-defined evaluation process:

- Step 1 – Initial Review of Responses
- Step 2 – Evaluation of Submitted Proposals
- Step 3 – Evaluation of Presentations

6.5 Step 1 – Initial Review of Responses

The Zoo will open only those Proposals received by the Proposal Deadline and time specified within this RFP. Immediately upon opening, the Zoo will review each Proposal for compliance with the instructions and conditions applicable to this RFP. The Zoo, at its option, may seek Proponent retraction and clarification of any discrepancy/contradiction found during its review of Proposals.

6.6 Step 2 – Evaluation of Submitted Proposals

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

<b>Criteria</b>	<b>Points available to be awarded</b>
Company Profile and the proponent’s demonstrated experience. Please convey a list of governments or non-profit sectors currently using the software.	10
Team composition – a listing of personnel who be assigned to this project, a brief description of each person’s role ,and whether any have recent experience/expertise in this area.	10
The Proposal narrative should include how the	10

Proponent will complete the scope of Services, manage the Services, and accomplish the required objectives with the Toronto Zoos schedule. Proponents shall provide a schedule of activities and associated costs over the proposed period of the engagement	
Functional Requirements	40
<b>TOTAL TECHNICAL EVALUATION CRITERIA</b>	70
<b>MINIMUM THRESHOLD – TECHNICAL (70%)</b>	49
Section 3.0 scoring (30)	30
<b>TOTAL</b>	<b>100</b>
<b>Interview:</b> At the discretion of the Toronto Zoo, proponents who have received a high ranking may be invited to an interview with the Evaluation Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the Preferred Proponent.	
Proponent’s Demonstration	50

Pricing

Pricing is worth 30 points of the total score. Pricing will be scored based on a relative pricing formula of each Proponent. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a Proposal for, which will be calculated in accordance with the following

- a. The lowest cost proposal receives 30 points.
- b. The remaining Proposals are assigned based on the following formula

$$\text{Lowest cost proposal} \div \text{Proponent's Price} \times \text{Weighting} = \text{Proponent's Pricing Points:}$$

6.7 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.

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

6.7.2A short-list of suitable Proponents may be established who may be invited to Step 3 to provide presentations related to their Proposal.

6.8 Step 3 – Evaluation of Presentations (If Required)

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

6.8.2 The Proponent(s) shall ensure that the presentation is made by well versed staff with the authority to make decisions and commitments on behalf of the Proponent.

6.8.3 Any and all costs incurred by the Proponent in order to prepare for and attend the presentation and/or demonstration including transportation, food, lodging, etc. shall be borne entirely by the Proponent.

6.8.4 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)
<b>Total maximum score excluding Presentation</b>	<b>100</b>
<b>Total maximum score including Presentation</b>	<b>150</b>

- 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.
- 6.11 After the Toronto Zoo selects a Preferred Proponent or Preferred Proponents, then it may:
- 6.12 Enter into a Contract with the Preferred Proponent;
  - a) or enter into discussions with the Preferred Proponent to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
  - b) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
  - c) negotiation of amendments to the Preferred Proponent's price(s).

If at any time the Toronto Zoo reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Toronto Zoo may then either open discussions with another Proponent or terminate this RFP and reissue the RFP or obtain the Parking Equipment and Services in some other manner.

**7.0 NEGOTIATION**

Negotiation of Contract and Award If the Toronto Zoo selects a Preferred Proponent(s) then it may:

- a. The successful Proponent shall be retained through the issuance of a Purchase Order or a formal agreement in a form prescribed by the Toronto Zoo, which shall include the terms and conditions of this Request for Proposal.
- 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.

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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.

## 8.0 TERMS AND CONDITIONS

- 8.1 **Vendor Assurance:** Unless otherwise stated, the goods, material, articles, equipment, work or services, specified or called for in or under this Quotation, shall be delivered or completely performed, as the case may be, by the Vendor as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion.
- 8.2 **Time of the Essence:** For all requests made by the Toronto Zoo to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the Toronto Zoo, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.
- 8.3 **Invoicing:** Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Board. Any Goods and Services Tax applicable shall be shown as a separate item. The Vendor's GST registration number must be indicated on the invoice. The Vendor shall clearly show any special charges such as packaging and freight as separate items on the invoice. Payments to non-resident Vendors may be subject to withholding taxes under the Income Tax Act (Canada). Unless a non-resident Vendor provides the Board with a letter from Revenue Canada, Taxation waiving the withholding requirements, the Board will withhold the taxes it determines are required under the Income Tax Act (Canada). All payments are subject to terms of Net 30 days from receipt of goods/services.
- 8.4 **Right to Cancel:** The Board shall have the right to cancel at any time this Quotation or any contract or any part of any contract resulting from this Quotation in respect of the goods, material, articles, equipment, work or services set out in this Quotation or any such contract or part of such contract, not delivered or performed at the time of such cancellation, and the Board will not be responsible to make any payments in respect of any such goods, materials, articles, equipment, work or services and shall not incur any liability whatsoever in respect thereto. In the event that the Vendor fails or neglects by any act or omission to comply with any of the conditions set out herein, this Quotation or any contract resulting from this Quotation may be unconditionally cancelled by the Board without notice to the Vendor.
- 8.5 **Official Agreement:** No verbal arrangement or agreement, relating to the goods, material, articles, equipment, work or services, specified or called for under this Quotation, will be considered binding, and every notice advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.
- 8.6 **Pricing** Prices offered are fixed for ninety (90) days.
- 8.7 **Worker's Rights:** The Vendor shall comply with the conditions of the Board relating to Worker's Rights, a copy of which is available on application to the Manager, Fair Wage and Labour Trades Office, City of Toronto, 18th Floor, West Tower, City Hall, Toronto, Ontario, M5H 2N2 or by phone at 416-392-7300.
- 8.8 **Indemnity:** The Vendor shall at all times well and truly save, defend, keep harmless and fully indemnify the Board, and their servants, employees, officers or agents, hereinafter called the "Indemnities", from and against all actions, suits, claims, demands, losses, costs, charges, damages, and expenses, brought or made against or incurred by the Indemnities, its or their servants, officers, employees, agents or invitees in any way relating, directly or indirectly, to goods, material, articles or equipment supplied or to be supplied, or to the supplying of goods or services, pursuant to this Quotation, or any other claim, action, suit, demand, loss, cost, charge, damage

or expense relating to copyright, trademark or patent with regard directly or indirectly with any such goods, services, material, articles or equipment or the supply or performance thereof.

### 8.9 Insurance Requirements (at the discretion of the Toronto Zoo)

The Consultant agrees to purchase and maintain in force, at its own expense and for the duration of the services, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the Toronto Zoo.

A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the Toronto Zoo prior to the commencement of services:

1. Commercial General Liability provided that the policy:

(i) is in the amount of not less than Five Million Dollars (\$5,000,000.00), per occurrence;

(ii) adds the Board of Management Toronto Zoo, Toronto and Region Conservation Authority, and the City of Toronto as an additional insured;

(iii) includes Non Owned Automobile Liability, Cross Liability/Severability of Interest Clause, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the services;

(iv) includes a clause which will provide the Toronto Zoo with thirty (30) days' prior written notice of cancellation (15 days if cancellation is due to non payment of premium).

2. Professional Liability (errors and omissions) coverage provided that the policy:

(i) is in the amount of not less than Two Million Dollars (\$2,000,000);

(j) (ii) includes professional services pollution liability insurance coverage;

Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period of time ending no sooner than TWO YEARS after the termination or expiry of this Agreement, as the case may be.

3. Automobile Liability insurance with a minimum limit of One Million Dollars (\$1,000,000) for all owned or leased licensed motorized vehicles used in the performance of services.

It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Consultant in the performance of services. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the Consultant. At the expiry of the policies of insurance, original signed Certificates evidencing renewal will be provided to the Toronto Zoo without notice or demand.

The successful Consultant is responsible for any loss or damage whatsoever to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment. The successful vendor shall have no claim against the Toronto Zoo or the Toronto Zoo's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the Toronto Zoo.

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- 8.10 **Liability for Acts of Vendor Employees, Contractors or Agents:** The Vendor acknowledges responsibility and accepts liability for the acts of any of its employees, contractors and agents while on Toronto Zoo property. The Toronto Zoo reserves the right to request background checks for any individual providing the services requested on behalf of the Vendor.
- 8.11 **Incurred Costs:** The Bidder shall bear all costs and expenses with respect to the preparation and submission of its quotation and the bidder participation in the quotation process, including but not limited to: site visits and inspections, all information gathering processes, interviews, preparing responses to questions or requests for clarification from the Board, preparation of questions for the Board, and contract discussions and negotiations. The Board shall not be responsible for or liable to pay any quotation costs of any bidder regardless of the conduct or outcome of the Quotation Request, Purchase Order process, or Contract process.
- 8.12 **Guaranty of Quotation:** All goods, material, articles, equipment, work or services, specified or called for in or under this Quotation, shall be supplied or performed at the price or process and on the basis set forth or referred to in and in accordance with the Offer and this Quotation. The basis on which this Quotation is given shall include any specifications, plans, price schedules, samples, addenda or other details pertaining thereto, or provided in connection therewith.
- 8.13 **Right of Notice:** Any notice that the Board may require or desire to give to the Vendor shall for all purposes to be deemed to have been sufficiently and properly given and afforded by registered mail addressed to the Vendor at the address shown for the Vendor on this form and shall therefore be presumed to have been received by the Vendor on the third day following such registration.
- 8.14 **Formal Contract:** The Vendor may be required and shall, if requested by the solicitor for the Board so to do, to execute and enter into a formal contract that is satisfactory to the solicitor for the Board, in order to document the contract resulting from this Quotation and to embody indemnity and related provisions that in the opinion of such solicitor are required to protect the Board.
- 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 Quotation as submitted.
- 8.16 **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 Quotation as submitted.
- 8.17 **Governing Law:** This RFP and quotation submitted in response to it and the process contemplated by this RFP 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 competent jurisdiction in the Province of Ontario.

**9.0 SUBMISSION FORM**

The undersigned Proponent having the authority to bind the corporation and 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 Quotation and supporting materials (“the Quotation”) in accordance.

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

I/We have included the number and type of references require by the RFP and consent to the Board performing checks with those references and with any other relevant references.

The Board of Management of the Toronto Zoo reserves the right to reject any or all Quotations or to accept any Quotation, 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 Quotation.

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

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

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

**SUBMISSION LABEL (NOT APPLICABLE See 1.2)**

**INTENTIONALLY LEFT BLANK**

**INSTRUCTIONS:**

**NOTICE OF NO BID**

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 return this completed form by fax or email prior to the official closing date to **Fax Number: (416) 392-6711, or [purchasing@torontozoo.ca](mailto:purchasing@torontozoo.ca)**

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

Other reasons or additional comments (please explain):   
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Company Name:	
Address	
Contact Person:	
Signature of Company Representative	
Date:	
Phone Number:	
Email address	
Fax Number:	

**APPENDIX A - SCHEDULE OF PRICES**

**Table 1 - ONE TIME ACQUISITION COST**

Line	Description	Quantity Required	Unit Cost	Extended Cost
1				
2				
3	TOTAL			

**Table 2 - License Cost (non-profit monthly) for Full Implementation in 2022**

Line	Description	Quantity Required	Unit Cost	Extended Cost
1				
2				
3				
4				
5				
6				
7				
8	TOTAL			

**Table 3 - Standard Support and Maintenance**

Line	Description	Support and Maintenance for 12 months after Implementation acceptance	Support and Maintenance in Year 2	Support and Maintenance in Year 3	Support and Maintenance in Year 4
1		included in first year Warranty			
2		included in first year Warranty			
3		included in first year Warranty			
4		included in first year Warranty			
5		included in first year Warranty			
6	Cost to support Customization	included in first year Warranty			

**RFP 03 (2022-05) REVISED – CLOUD BASED ADMISSION TICKETING SYSTEM**

7	Sub-Total	included in first year Warranty			
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**Table 4 Post-Implementation Custom Enhancement Hourly Rate Form**

Line	Description	Hourly Rate 8-40 Hours	Hourly Rate 41-120 Hours	Hourly Rate 121-240 Hours
1	Data conversion assistance	\$/_____/hr	\$/_____/hr	\$/_____/hr
2	Custom development	\$/_____/hr	\$/_____/hr	\$/_____/hr
3	Custom report writing	\$/_____/hr	\$/_____/hr	\$/_____/hr
4	Database administration Data manipulationDatabase Scripting	\$/_____/hr	\$/_____/hr	\$/_____/hr

**APPENDIX B - REFERENCE FORM**

Provide the name, location, client reference and brief description of three (3) projects in the last three (3) years under the direct responsibility of the proponent.

<b>Contract One</b>			
Client / Company Name:			
Representative for theClient:		Phone No.	
		Email Address:	
Location:			
Nature / Scope of Work:			
Start/End Date of Contract:			

<b>Contract Two</b>			
Client / Company Name:			
Representative for theClient:		Phone No.	
		Email Address:	
Location:			
Nature / Scope of Work:			
Start/End Date of Contract:			

<b>Contract Three</b>			
Client / Company Name:			
Representative for theClient:		Phone No.	
		Email Address:	
Location:			
Nature / Scope of Work:			
Start/End Date of Contract:			

By submitting this information, I/We hereby authorize the Toronto Zoo for this RFP to contact the above listed individuals and companies to verify the information contained in my/our Quotation and to ask whatever questions the Toronto Zoo deems necessary to determine my/our suitability as a Bidder. The information obtained in these additional reference checks will be included in the evaluation of the RFP submission

**APPENDIX C – 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.mcsc.gov.on.ca/mcsc/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."