

2021-05-10

REQUEST FOR PROPOSAL
RFP 13 (2021-05)
TORONTO ZOO MEDIA MONITORING SERVICE

The Toronto Zoo is inviting proposals from experienced and qualified Media Monitoring Service to assist with the Strategic Communications Branch in tracking all facets of the Toronto Zoo which are reported in local, national and international media. The purpose of this is to expand the media tracking and sharing capabilities of the Toronto Zoo.

The Proposal package includes Instructions, Scope of Work, Terms & Conditions, Requirements, and Forms. Prices provided in your Proposal shall remain in effect for a period of ninety (90) days from the Proposal due date.

Due Date: Tuesday, 2021-05-25, 12:00 (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.

If you have any queries regarding the Proposal, please contact Peter Vasilopoulos, Purchasing & Supply Supervisor, at (416) 392-5916. Deadline for written questions is **Monday 2021-05-17, 1200 hours (noon) local time.**

Yours truly,

Taryne Haight
Manager, Financial Services

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 & General Provisions	5
2.0	Toronto Zoo Background Information	6
3.0	Scope of Work	7
4.0	Contractor's Responsibilities	8
5.0	Response to Request for Proposal	9
6.0	Schedule of Events	9
7.0	Proposal Evaluation	9
8.0	General Provisions	12
9.0	Proposal Form	18
	Submission Label	19
	Notice of No Bid	20

INSTRUCTIONS

1. Ensure that you have received all 20 pages of the RFP package.
2. 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

and note the following:

- a. Subject of the file to be: RFP# - Title of RFP – Vendor name.
- b. Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- c. 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) and 11 point font.
4. Proponent shall be permitted to withdraw their Proposal after the Proposal has been delivered to the Purchasing & Supply Unit at any time up to the official closing time by submitting a written request from the Proponent to the Supervisor, Purchasing & Supply, prior to the stipulated closing date and time specified for the RFP closing. Proponents will not be allowed to withdraw their Proposal following the RFP stipulated closing date and time.
5. All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal deadline.
6. If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the Toronto Zoo's website. Bidders and prospective bidders should check the site frequently for any updated information and addenda issued, before the closing date and time.
7. **No Guarantee of Volume of Work or Exclusivity of Contract** – Toronto Zoo makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Contract will not be an exclusive contract for the provision of the described Deliverables. The Toronto Zoo may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.
8. Unless otherwise indicated herein, the prices stated are payable in Canadian Funds, HST excluded.
9. Include product information, samples, and pictures, as necessary.

-
10. If applicable, suggested alternative products or services are acceptable, however all such products must be quoted separately and should not replace the Toronto Zoo requested product or service.
 11. For any questions concerning the RFP process including instructions and contract terms and conditions of this RFP, please contact:

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

1.0 DEFINITIONS AND GENERAL PROVISIONS

1.1 Definitions:

- (a) **“Chief Executive Officer”** means the CEO of the Board of Management of the Toronto Zoo;
- (b) **“Contract”** means the contract agreement issued for the Work required;
- (c) **“Contract Price”** means the price payable under the contract to the contractor, being the Proposal Price eventually accepted by the Board of Management of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
- (d) **“Contractor”**, means the Preferred Proponent if any, who enters into the Contract;
- (e) **“Preferred Proponent”** means the Proponent whose Proposal provides the best value and meets the Toronto Zoo’s requirements as determined by the Toronto Zoo, in its absolute discretion, through the evaluation analysis and with whom the Toronto Zoo may negotiate and with whom a Contract, if any, –will be considered
- (f) **“Proponent”** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal
- (g) **“Toronto Zoo”** or the **“Board”** means the Board of Management of the Toronto Zoo;
- (h) **“Work”** means all work required under these documents, and in accordance with the Contract Requirements, General Requirements, and Specifications;

2.0 TORONTO ZOO BACKGROUND INFORMATION

- 2.1 Zoos are generally perceived by guests as places of wonder and intrigue. Since 1974, the Toronto Zoo has provided more than 1.2 million guests a year the unique opportunity to witness, connect with, and learn about the extraordinary variety of life on this planet. Such an experience leads to understanding, and understanding leads to caring.
- 2.2 As one of the largest zoos in the world, the Toronto Zoo is a recognized leader in advancing knowledge about how animals interact with their environment. We are privileged to have in our care over 5,000 animals representing over 450 species on a site of over 500 acres of land and stunning natural exhibits. With this privilege comes deep complexity and great responsibility.
- 2.3 Our Toronto Zoo - Connecting people, animals and conservation science to fight extinction.
- 2.4 In today's society there is an increasing need to address pressing issues such as the mass extinction of species, climate change and the destruction of natural habitats. The demand to work with other zoos and wildlife organizations to preserve the most endangered, and rare species in the world will continue to grow as natural habitats are continually exploited. We have a responsibility as Canada's largest and most prestigious zoo to make a difference in wildlife conservation, especially for Canadian species that are at risk.
- 2.5 Conservation initiatives stem from research undertaken in our Wildlife Health, Reproductive and Nutrition centres. Some of our on-going areas of focus include reproductive research, habitat research, veterinary research, nutrition research and behavioural research. Progress in these areas is critical for the development of effective action plans for species conservation
- 2.6 Bringing the Zoo's behind-the-scenes efforts to the forefront is integral in ensuring awareness and support for the important conservation efforts that are saving and protecting species. Connecting our broader community and the public to our staff and their passion for the programs and animals they are supporting will help secure the necessary support for the future prosperity of the Zoo and these programs.
- 2.7 Toronto Zoo Organizational Objectives include:
- Being recognized as the premier institution in Canada for the preservation and protection of endangered animals, species-at-risk and the conservation of their habitats around the world;
 - To be recognized as a global leader in reproductive, veterinary and nutritional research;
 - Showcase the best Canadian interactive wildlife exhibits and programs in the world;
 - Connecting all guests and Canadians to nature and create inspirational guest experiences;
 - As a not-for-profit, explore and implement new revenue-generating opportunities
- 2.8 Strategic Plan:

This program supports a number of objectives of our Toronto Zoo Strategic Plan:

- 1) SAVE WILDLIFE
 - a. By featuring unique content through new digital channels to broad “non-science” audiences
- 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

3.0 SCOPE OF WORK

3.1 Introduction

The Strategic Communications Branch exists to help drive and support initiatives, campaigns and projects designed to connect people, animals and conservation science to fight extinction. As a key group of brand champions, the Strategic Communications Branch also plays an important role in raising the visibility, strengthening the reputation, managing the Toronto Zoo brand, advancing the Zoo’s narrative and extending the reach of the Toronto Zoo’s diverse and expanding mandate through clear, consistent, and constant marketing and communications strategies to multiple and varied audiences.

3.2 Concepts and Objectives

The Toronto Zoo is in search of an experienced and qualified Media Monitoring Service to assist with the Strategic Communications Branch in tracking all facets of the Toronto Zoo which are reported in local, national and international media. The purpose of this is to expand the media tracking and sharing capabilities of the Toronto Zoo.

Scope of work required includes monitoring of newspaper (print and online), magazine (print and online), radio, television and online coverage of the Toronto Zoo including podcasts, blogs and online news outlets.

3.3 Proposal Specifications

A proposal outlining the following information is requested:

- (i) Proponents must describe in detail their plan to provide services required to assist in monitoring and evaluating media coverage of the Zoo and its principals. Including a detailed breakdown of which media outlets are tracked (and not tracked for that matter), comparison of similar services and their performance in market, timeframes and key benchmarks with performance targets.
- (ii) Reporting requirements – Daily automated reports are required, as well as human curated quarterly reports and on occasion special requests. An outline of the reporting abilities available through the media monitoring service.

-
- (iii) Metrics – Real-time metrics with access to a dashboard is required with input measures required including, but not limited to, media value, sentiment, engagement and reach. Proponents must describe the process and formula used to place dollar value on media coverage for differing media and how other metrics are derived.
 - (iv) Media database and media contact manager are required – this should include the ability to search, identify and organize media contacts and sources, access for all Authorized Users within the platform, and an advanced search option of influencer database by journalist or publication name, location, beat, role and channel.

4.0 CONTRACTOR'S RESPONSIBILITIES

4.1 Media Monitoring Service Expectations include the following:

- Fees and Costing of Annual Subscription – a detailed outline of fees and costing for the monitoring service for an annual subscription.
- Exports - Unlimited exports of reports and media clips are required and in various formats.
- Minimum of 5 authorized users are required for collaborative use internally. Additionally, multiple searches and dashboards are required.
- Ongoing Support – Technical and Consultative support during normal local business hours and business days Monday to Friday, for the duration of the subscription is required.

4.2 Administration & Financial Management

- Proponents are requested to outline their procedures related to the administration of the account. This should include a billing schedule, preparation of reports, scheduling of regular meetings to discuss the account progress, evaluations of programs, monthly budget reports and other relevant data.

4.3 Term of Contract

- The term of the contract for this project is for a period of three (3) years with formal reviews annually, which gives the Toronto Zoo the authority to terminate with 90 days' notice prior to the anniversary date or contract amendments to meet service requirements if the service agreement is not satisfactory.

4.4 Budget to include costs based on the following:

- Proponents are requested to detail all fees, expenses and incidental charges, subject to the approval of the Toronto Zoo, for which they expect to be reimbursed. At a minimum, this section should include:
 - Individual professional service and personnel costs by the hourly rates if necessary. An estimate of monthly personnel costs must be included if applicable.
 - If billing on a fee-for-service, retainer system, or any other billing system.
 - Any remaining miscellaneous costs which will be billed to the account and whether these costs are billed **on** net or gross.

4.5 **Inspection and Acceptance**

Work will be subject to periodic inspections by the Owner’s Representative to assure satisfactory progress, to determine quantities of work performed for payment purposes, or, to be certain that work is being performed in accordance with contract specifications and to determine if work corrections are necessary,

5.0 **RESPONSE TO REQUEST FOR PROPOSAL**

As outlined in section 3 and 4 of the RFP, details in your proposal are to include, but may not necessarily be limited to the following:

- 5.1 Cover letter, maximum two (2) pages in the form of a business letter and submission form signed by an individual authorized to legally bind the Proponent.
- 5.2 Description of work/concept in related areas as outlined section 2, 3 and 4 of the RFP.
- 5.3 The proposal submitted shall indicate the ownership, history and references of your company including overview of your team lead and team member's services and relevant experience.
- 5.4 Provide references of three (3) or more filming projects that you have coordinated, including a contact name and phone number who we could contact for a reference on the project
- 5.5 Provide details of your professional background as it relates to the requirements of this project
- 5.6 Provide details of projected budget

6.0 **SCHEDULE OF EVENTS**

The following is a tentative schedule:

Pre-Award	
Release of RFP	2021-05-10
Proponents’ Question Deadline	2021-05-17
Submission Due	2021-05-25
Notification of Award by the Toronto Zoo	2021-05-31

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

7.0 **PROPOSAL EVALUATION**

Stage 2

The Evaluation Team will evaluate each valid submitted proposal, on criteria that will include, but not necessarily be limited to, the following:

7.1 Understanding of the purpose and expectation for this project (10)

Technical Criteria: Includes the bidder's understanding of the service required, bidders management plan, bidder's qualifications and bidders' overall resources.(35)

7.2 Depth and breadth of the Proponent and account manager relevant qualifications and experience(20).

Management Criteria: Includes the bidder's experience on similar projects, bidder's performance on similar projects, bidder's available facilities and resources for the project and the bidder's plan for management and control of the project (35).

Stage 3

7.3 Evaluation of Presentations (if required).

Based on the paper submission proposal scoring, high-scoring Proponents may be asked to attend an interview.

Proponent's presentation of proposal and performance, Including ability to answer questions	50
--	----

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

The Selection 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 OUR Toronto Zoo and will not disclose any of the same during or after the evaluation process. Due to budget and time constraints, the Selection Team will not be able to provide debriefs for unsuccessful proponents. By responding to this RFP, the proponents will be deemed to have agreed that the decision of the Selection Team will be final and binding.

7.4 References.

7.5 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.

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 GENERAL PROVISIONS

8.1 Proponent Assurance

Unless otherwise stated, the goods, material, articles, equipment, work or services, specified or called for in or under this Proposal, shall be delivered or completely performed, as the case may be, by the Proponent as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion.

8.2 Country of Origin

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

8.3 Invoicing

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

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

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

8.4 Right to Cancel

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

8.5 Termination Provisions

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

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

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

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

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by the Supplier in performance of the Agreement shall be delivered to the Toronto Zoo in a clean and readable format.

8.6 Interest

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

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

1. The Consultant shall effect, maintain and keep in force, at its sole cost and expense and satisfactory to the CEO as to form and substance the insurance described below:
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, the Toronto Zoo Wildlife Conservancy 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.

The Proponent shall, as applicable, conform to and enforce strict compliance with the Occupational Health and Safety Act and for purposes of the Act be designated as the "constructor" for the Service.

The Proponent must adhere to all relevant Zoo policies, including, but not limited to, the Contractor Safety Policy, Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the Chief Operating Officer, Toronto Zoo, shall supply to the Preferred Proponent.

8.8 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 Toronto Zoo Wildlife Conservancy, 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 Zoo Wildlife Conservancy, the Toronto and Region Conservation Authority and the City of Toronto, their officers, agents, employees, Consultants and invitees harmless and indemnified for all such damages and claims for damage; and in case of the Consultant's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Work, the CEO may, either with or without notice (except where in these Contract Requirements, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant trucks and men, and do such work or things as he/she may deem advisable toward carrying out and enforcing the same and any such action by the CEO as he is herein empowered to take, shall not in any way relieve the Consultant or his/her surety from any liability under the Contract.

8.9 Ownership and Confidentiality of Board-Provided Data

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

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

8.10 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:

1. Shall become property of the Toronto Zoo and may be appended to purchase order issued to the successful Bidder;
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*.

8.11 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.

8.12 Guaranty of Proposal

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

8.13 Award

The Preferred Proponent will receive confirmation through a Purchase Order or if requested by the Toronto Zoo, execute and enter into a formal contract that is satisfactory to the solicitor for the Toronto Zoo, in order to document the contract resulting from this Proposal and to embody indemnity and related provisions that in the opinion of such solicitor are required to protect the Toronto Zoo.

8.14 Non-Exclusivity

The awarding of an Agreement to a Supplier shall not be a guarantee of exclusivity.

8.15 Official Agreement

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

8.16 Proposal/Quotation Costs

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

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

8.17 **Copyright**

The final product, video and related materials is to be for the exclusive use of the Toronto Zoo. The Toronto Zoo shall be the only and sole owner of the product, video and related materials for the sole and unfettered use by the Toronto Zoo. Upon payment of the of the said product, video 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, video 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, video and related products.

8.18 **Addendum**

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

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

8.19 **Toronto Zoo Rights and Options Reserved**

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

1. To reject any or all proposals;
2. To re-issue this RFP at any time prior to award of work;
3. To cancel this RFP with or without issuing another RFP;
4. To supplement, amend, substitute or otherwise modify this RFP at any time prior to the selection of one or more proponents for negotiation;
5. To accept or reject any or all of the items in any proposal and award the work in whole or in part;
6. To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements;
7. 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;
8. To request that some or all of the proponents modify proposals based upon the Toronto Zoo's review and evaluation;
9. To request additional or clarifying information or more detailed information from any Proponent at any time, before or after proposal submission, including information inadvertently omitted by the proponent.

8.20 **Unbalanced Bids (in this paragraph "Bid" refers to the Proposal)**

The Board may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced. A bid is materially imbalanced when:

- (1) it is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
- (2) the Board had determined that the proposal may not result in the lowest overall cost to the Board even though it may be the lowest submitted bid; or
- (3) it is so unbalanced as to be tantamount to allowing an advance payment.

8.21 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.

8.22 Performance

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

8.23 Co-ordination of Work

The proponent shall co-ordinate all work with the Toronto Zoo or their representative authorized to act for them, to ensure co-ordination and timely execution of service.

8.24 Education Institute Status

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

8.25 Charity Status

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

8.26 Governing Law

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

9.0 PROPOSAL FORMS

- 9.1 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
- 9.2 I/We, hereby, have received, allowed for and included as part of our submission all issued Addendum numbered _____.
- 9.3 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.
- 9.4 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.	%	

Name of Firm:	
Signature of Signing Officer(s)	

SUBMISSION LABEL – NOT APPLICABLE

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 13 (2021-05) – MEDIA MONITORING SERVICE
Closing: Tuesday, 2021-05-25, 12:00 (noon) local time

TO BE RETURNED TO

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

NOTICE OF NO BID

INSTRUCTIONS:

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

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

<u>Other reasons or additional comments (please explain):</u>

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