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2020-04-16

**REQUEST FOR PROPOSALS
RFP # 12 (2020-04)
TORONTO ZOO - CONCEPT MASTER PLAN**

You are invited to submit a written proposal to provide professional consulting services for creation of a 15 year Concept Master Plan which reviews and updates the 2017 Zoo Master Plan. Your submission must consider future development of the Zoo considering its long term goals and objectives as set out in key strategic plans/documents. All proponents are expected to review the content of the RFP carefully to ensure all costs, resources and services are included to deliver the proposed project.

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: Friday, May 8th, 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 this RFP, please contact, Peter Vasilopoulos, Supervisor, Purchasing & Supply, at 416-392-5916, pvasilopoulos@torontozoo.ca. Deadline for written questions is Thursday 2014-04-23 at 1200 hours (noon) local time.

Yours truly,

Alia Lee
Director, Finance & Technology

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INSTRUCTIONS

1. Review and complete the RFP requirements and enclosed FORMS and return by due date and time, **Friday 2020, 1200 hours (noon) local time**
2. Proposals must not be submitted by facsimile or email.
3. 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.
4. Provide four (4) copies of your proposal, one (1) unbound original signed and three (3) copies of the original proposal in a sealed package or envelope. The package containing the Proposal must be labelled with the submission label provided within.
5. 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.
6. All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal deadline.
7. The duration of the assignment is expected to be approximately nine (9) months. The contract may be extended by the Zoo on mutually acceptable terms.
8. Pricing should be in Canadian dollars.
9. Quote discounts or quantity price breaks separately on FORMS.
10. 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.

11. 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 Friday, xxx 2020 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 “**Consultant**” means the person, partnership or corporation contracting with the Board to provide the required Services;
 - 1.1.3 “**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;
 - 1.1.4 “**Contract Price**” means the price payable under the contract to the Consultant, being the Proposal Price eventually accepted by the Board of Management of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
 - 1.1.5 “**Preferred Respondent**”: means the respondent deemed by the Board of Management of the Toronto Zoo to have the highest ranked assessment of its response according to the process set out herein;
 - 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 “**Steering Committee**” means a committee of designated Toronto Zoo staff created to oversee the project.
 - 1.1.11 “**Technology Transformation and Innovation Master Plan** ” means a study conducted by consultants for the Toronto Zoo in a parallel with this study to develop a plan to invest in technology, including backbone infrastructure, to maximize guest experience, animal welfare, and staff productivity.

2.0 BACKGROUND AND PROJECT SCOPE

BACKGROUND

The Toronto Zoo opened August 15, 1974 and in 2019 we celebrated our 45th anniversary. Home to more than 5,000 animals and 300 exhibits representing the world's biomes, the Zoo is situated on 710 acres of land in the picturesque Rouge Valley directly adjacent to the Rouge National Urban Park. The Zoo attracts approximately 1.2 million visitors annually. In 2013, the Toronto Zoo received a pair of giant pandas from China on loan for a five year period as part of an international conservation program. Since their departure in 2018 the Toronto Zoo has focused on the development of a new Orangutan exhibit and the revitalization of its front entrance as a Conservation Campus consisting of classrooms, theatre/exhibit and community hub space. The project is intended to include partners and some partners are collaborated with. The projects have now been granted about \$17 million dollars in capital funding and will commence construction later this year. The 2017 Master Plan did not envision the scope or timing of the conservation campus/front entrance project. The new Plan needs to provide for more flexibility than the current 2017 Master Plan allowing for some changes to phasing and timing of components, where there are no constraints and opportunities arise.

In 2011, the Federal government announced the creation of the Rouge National Urban Park (RNUP) as part of the national parks system. The Toronto Zoo is located in the heart of the and there is tremendous potential for synergies between the Zoo and the new park. A RNUP management plan is approved, and the park is under development. Shortly lands in the Rouge Valley controlled by the Toronto Zoo but owned by the Toronto and Region Conservation Authority will be transferred to Parks Canada for the Rouge National Urban Park as part of the new Tripartite Agreement which is a license for the Toronto Zoo to operate on Toronto and Region Conservation Authority lands. Parks Canada will in turn provide lands to the Toronto Zoo in the Rouge National Urban Park for future breeding facilities and a browse farm. Finally, the Toronto Zoo will relinquish its Parking Lot 4 on the east side of Meadowvale Road to Parks Canada for the development of a flagship Welcome Centre for the Rouge National Urban Park. The end result is a geographical integration of the Rouge National Urban Park and the Toronto Zoo. Adjacent the Toronto Zoo, within the RNUP the City of Toronto is converting the Beare Road landfill to a recreational park which will have a significant view vista in all directions. The park has commenced construction. Adjacent to parking Lot 4 of the Toronto Zoo a biogester facility which will utilize animal waste from the Toronto Zoo, and other sources, is under construction and will commence operation in 2020.

SCOPE OF WORK

The Toronto Zoo is seeking a qualified and experienced consultant or consultant team to facilitate and develop a Master Concept Plan taking into account and updating the current Toronto Zoo Master Plan produced in 2017 with a forward-thinking analysis considering the Zoo's Mission and Vision, goals and objectives with respect to animal care, existing structures and site conditions, sustainability, conservation, education, visitor experiences and infrastructure needs.

The Toronto Zoo recently completed a new Strategic Plan which will guide the Zoo's key initiatives for the next 5 years and replace the current strategic Plan. The Animal Collection Plan has also been recently updated. The Master Plan study will also take into account, and work with a qualified consultant, to integrate with a Technology Master Plan being produced in parallel under a separate proposal call. These documents are all highly relevant to development of the Master Plan.

The Toronto Zoo is a multi-faceted organization, with core specialized responsibilities in animal management and exhibits programming, while committed to the higher purpose of wildlife, research, education and conservation. As well, there are the administrative functions, customer-facing services, marketing, public relations and facility maintenance functions.

The original Toronto Zoo Master Plan was prepared in 1969 and formed the basis of the blueprint for the Toronto Zoo. In 1986 there was updated Master Plan prepared for the Zoo by Marshall Macklin Monaghan Limited. The 1990 Capital Master Plan revised the project listing and estimates in the 1986 Plan, and was used for the next 25 years along with the Revenue and Visitor Enhancement Study (1998) as a blueprint for development. The two latter plans have been almost completely implemented. Since the creation of the Toronto Zoo the way zoos are designed and operated has changed considerably and continues to evolve as we move forward. Today, there is a focus on wildlife conservation and scientific research, and the public programs and offerings have changed to link place to purpose to satisfy the higher expectations of the visiting public, including interactive exhibits, face to face encounters, better educational content through graphics and interactives, and facility designs that improve animal enrichment, reproduction capability, sustainability and support external conservation activities. In 2017 the Toronto Zoo updated its Master Plan with a new, very detailed plan.

Over the years, many Operating and Capital projects have been undertaken to improve the Zoo's facilities, exhibits and infrastructure however, continuous upgrades and modifications are required. Some exhibits are old and outdated and others have limited educational value. Holding facilities, equipment and infrastructure are deteriorating as well or have reached end-of-life and require replacement. A complete review of the site, facilities, exhibits, animals, equipment and infrastructure is required to assist with preparation of the new master plan. As well, the direction of the Zoo and its mission and vision, goals and objectives as set out in the new Strategic Plan have to be considered in prioritizing work of the Master Plan and allocating resources for such work, as well as other plans such as the City of Toronto Strategic Plans, the Biodiversity and Climate Change Strategy.

The terms of this engagement are outlined in a deliverable of set objectives over approximately six months, to commence immediately upon award and issuance of a purchase order.

3.0 PROJECT METHODOLOGY AND APPROACH AND DELIVERABLES

Reporting to the Director of Facilities & Services and working with the Steering Committee, the Consultant will undertake the following:

Methodology and Approach

Toronto Zoo are looking for teams who can define the best process they see fit to meet deliverables and objectives within the following parameters

3.1 Review Related Documents

- 3.1.1 Review the list of relevant documents is included in appendix E and attached to this RFP.
- 3.1.2 Review inspection reports from Canada's Accredited Zoos and Aquariums (CAZA), Association of Zoos and Aquariums (AZA), Canadian Council on Animal Care (CCAC), Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA).
- 3.1.3 Review best practices in Animal Welfare.
- 3.1.4 Review the Collection Plan for the Toronto Zoo
- 3.1.5 Review current Master Plans from other major zoos to ascertain leading and innovative practices.

- 3.1.6 Review Memorandums of Understanding with Partners for that affect capital facilities.

3.2 **Research**

- 3.2.1 Identify and review best practices, leading trends and recent developments in the zoo and aquarium community.
- 3.2.2 Inspect the existing site including exhibits, holdings, administration and operations facilities, public spaces, rental spaces, circulation, etc., to fully understand the condition of these existing spaces.
- 3.2.3 Review the 2017 Master Plan
- 3.2.4 Review best practices in Animal Welfare that can be applied to exhibit design
- 3.2.5 Review opportunities for mixed exhibits that enhance the guest experience and animal enrichment
- 3.2.6 Review and integrate the Zoo's most recent Collection Plan into the Concept Master Plan to be developed
- 3.2.7 Examine trends in guest experience and conservation interpretation, and how the Master Plan could apply technology to guest experience and learning.
- 3.2.8 Examine, in consultation with the Toronto and Region Conservation Authority, the impacts of erosion and flood protection needs on the Zoo site.

3.3 **Consultation**

- 3.3.1 Design and conduct stakeholder consultation with Zoo staff, Zoo stakeholders including the public, key partnered institutions such as Parks Canada, the Toronto and Region Conservation Authority, University of Toronto Scarborough, and Centennial College, Volunteers, Members and the public and the Toronto Zoo Board of Management.
- 3.3.2 Facilitate meetings with project team members to collect information and discuss the content of the Concept Master Plan.
- 3.3.3 Coordinate with the consultant for the Technology Masterplan to ensure findings that impact the study are integrated and consistent with each other.

3.4 **Consolidation, Review and Final Documents**

- 3.4.1 Based on the findings from your research and initial consultation provide an initial draft Concept Master Plan with the principles and priorities underlying its formulation and demonstrating how key considerations and best practices are incorporated into the Plan from the research, document review, and initial consultations.
- 3.4.2 Based on feedback develop a second, more honed Concept Master Plan for review of Zoo staff and the Board of Management, with other stakeholders as deemed appropriate using a public consultation process for collecting input.
- 3.4.3 Based on stakeholder input in 3.4.2 above refine the draft Concept plan into final draft form and submit to the Toronto Zoo for review.
- 3.4.4 Present the draft Concept Plan to the Toronto Zoo Board of Management for approval.
- 3.4.5 Any documentation prepared by the Consultant shall be provided to the Toronto Zoo in both hard copies and electronic format. A Final Report shall be issued following

staff comments on the draft. In addition, City staff may require the Consultant to conduct a PowerPoint presentation to Toronto Zoo officials. The report should provide sufficient information for policy decisions regarding operational and service options. Eight (8) copies of the Final Report will be required along with an electronic copy.

3.4.6 Provide five (5) colour versions of the complete set of documentation

3.4.7 Provide one (1) digital copy of the complete set of documentation.

3.5 Deliverables

3.5.1 Development Plan

The consultant is to complete a review of the existing conditions of holdings and exhibits and provide a recommendation for work to be completed within the timeline of the Master Plan. All factors outlined in the RFP and documents referenced must be considered when providing the following deliverables

- Review of past planning documents contained in Appendix E
- comparison of Toronto Zoo with best practice, leading edge development taking place in other major zoos
- a review of important physical elements of the Zoo (animal collection, displays and exhibits, circulation, vegetation, and infrastructure)
- future development program leading to a Master Plan and listing of projects to be undertaken over the next 10-15 years
- integration of relevant elements of the Technology Master Plan developed in parallel under separate RFP
- a narrative of sustainability programs/measures to be undertaken
- an assessment and narrative of non-technology infrastructure requirements
- Provide one (1) 36" x 24" colour rendering of the "existing" site plan with an overlay of the "new" site plan showing Zoo development over the next 10 - 15 years on a presentation board as well as a high resolution digital copy
- Vignette sketch perspectives with sketch plan renderings (minimum 3 coloured 18"x24")
- A specific set of proposed exhibit priorities package and accompanying illustrated larger scale plan, layouts and views.

3.5.2 Financial Operations and Funding Requirements

The study will consider the following:

3.5.2.1 Capital funding and cash flow requirements on a year over year basis, ensuring that capital funds can be expended in year in accordance with City budgeting requirements. The study should clearly present the financial implications the Capital Budget for the Toronto Zoo for at least a 15 year period taking into account current requirements for spending capital funds with the fiscal year and provide sufficient detail to be fully utilized as a guide for annual budgeting purposes.

3.5.3.2 Consultation with and analysis of what contributions the Toronto Wildlife Conservancy can feasibly contribute to the capital projects in the Master Plan.

3.6 Submission – Temporary Basis

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

4.0 SCHEDULE OF EVENTS

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

Pre-Award	
Release of RFP	2020-03-16
Proponents’ Question Deadline	2020-04-23
Submission Due	2020-05-08
Interviews, if necessary	Week of 2020-05-11
Notification of Award By the Toronto Zoo	2020-05-18
Post-Award	
Commencement of Work	2020-05-25
Preliminary Findings Report Due	2020-08-14
Completion of External and Board Consultations	2020-09-14
Final Report / Presentation Due	2020-10-09
Final Report / Presentation to Board	Following Board Meeting

The RFP process and project will be governed according to the above schedule or other schedule provided by the Consultant and approved by the Senior Director, Corporate Projects and Human

Resources 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 FEE PROPOSAL

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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

- 7.1 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.
 - 7.1.1 Title page, showing Request for Proposal number, Proponent's name, telephone number, authorized signature and contact name.
 - 7.1.2 The page letter of introduction, signed by the person or persons authorized to sign on behalf of and bind the Proponent to the statements made on the Proposal.
 - 7.1.3 Table of Contents.
 - 7.1.4 Executive summary.
 - 7.1.5 Duly executed Proposal Form.
 - 7.1.6 Corporate Information.
 - 7.1.7 Detailed experience, background and other similar project opportunities completed within the past five (5) years.
 - 7.1.8 Detailed biographies of team lead and key members and their roles.
 - 7.1.9 Provide a detailed 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 to achieve the deliverables
 - 7.1.10 A breakdown of proposal cost by element; total fixed price for the project, including consulting fees, sub-contractors (if required), key milestones for earning of proposed fee and disbursements.
 - 7.1.11 A separate schedule of hours and costs by activity and assigned consultant;
 - 7.1.12 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.

7.1.13 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.

8.0 PROPOSAL EVALUATION CRITERIA

8.1 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.

8.2 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. The lowest proposal may not necessarily be accepted, rather will be analyzed to determine the best overall value to the Zoo. Additionally, the Zoo may accept or reject any part of the Proponent's bid.

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

Evaluation Criteria	Points Awarded
Stage One	
• Understanding of the assignment/objectives	20
• Demonstrated understanding of similar projects and previous experience	20
• Suitability & acceptability of proponent's detailed proposed services, methodology and approach to prepare the Concept Master Plan and relationship to the Technology Master Plan RFP	30
• Public consultation approach/methodology	10
• Proposal fee The lowest cost proposal that is qualified to stage two will receive 20 points. The remaining proposals will be assigned points based upon the following formulas: (lowest cost proposal divided by proponent's proposal cost x 20)	<u>20</u>
Total	100

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

9.0 NEGOTIATIONS AND AWARD

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 If any Agreement cannot be negotiated within thirty (30) business days of notification to the Preferred Proponent, the Toronto Zoo may, at its sole discretion, choose to continue negotiations for a period of time, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

10.0 PROPOSAL TERMS AND PROVISIONS

The successful Proponent shall be retained through a contractual agreement and/or a purchase order, which includes the terms and conditions of this Request for Proposal.

10.1 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 COO 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 COO 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.

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

10.2.1 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.

10.3 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.

10.4 No Toronto Zoo Obligations

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.

10.5 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.

10.6 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. 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.

10.7 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.

10.8 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:

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

10.9 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 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 placed 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 acknowledge and agrees that the Toronto Zoo has exclusive ownership and sole and unfettered use of this final product and related products.

10.10 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:

- 9.1.4 Shall become property of the Toronto Zoo and may be appended to purchase order issued to the successful Bidder;
- 9.1.5 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*.

10.11 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. This does not preclude them from submitting a proposal for Technology Master Plan which will be issued under separate RFP. 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.

10.12 **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.

10.13 **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

11.0 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.	%	

Name of Firm:	
Signature of Signing Officer(s)	

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.	

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

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 02 (2015-03) MASTER PLAN – CONSULTING SERVICES

Closing: Friday, 2015-04-10, 12:00 hours (noon) local time

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

APPENDIX B – LIST OF SUB-CONTRACTOR

The Bidder proposes to sublet the following portions of the Work to the persons firms or corporations indicated. The Bidder (contractor) is responsible for all pricing with all subcontractors.

The Bidder submits that in proposing the under mentioned subcontractors, the Bidder 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	Telephone

Name of Bidder:	
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APPENDIX C - REVIEW OF RELATED DOCUMENTS

Review existing background information to understand the Toronto Zoo's history, purpose, operating environment and future plans. Relevant documents include, but are not limited to:

- 2020 Toronto Zoo Strategic Plan
- 2017 Master Plan
- 2015 Building Audit
- 2019-2028 Capital Works Program & Project Descriptions
- 2020 Tripartite Agreement
- 2020 Browse Lease
- Education Branch Board Report
- Volunteer Branch Board Report
- Environmental Initiatives Report
- Conservation, Education & Wildlife Division Strategic Plan
- Conservation & Education Activities Booklet
- Conservation & Education Activities Report
- Wildlife Collection Plan
- Concept Design Front Entrance/Conservation Campus
- Site Services Plan (1998)
- Metropolitan Zoo 1986 Master Plan (MMM)
- Toronto Green Standards
- Ontarians with Disabilities Act
- CSA Standards, Accessible design for the built environment
- RNUP Management Plan
- Beare Road Park Plan
- AZA/CAZA Accreditation Requirements (current)
- Accreditation/Inspection Reports (AZA, CAZA, CCAC, OMAF)
- Visitor Survey Results (annual data available)
- Marketing and Visitor research
- TWC Capital Campaign Project Summaries/Projections
- Applicable Memorandums of Understanding