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2015-01-09

**REQUEST FOR PROPOSAL
RFP 07 (2015-01)
ROUGE NATIONAL URBAN PARK
SHARED FACILITY – NEEDS ASSESSMENT CONSULTANT**

The Toronto Zoo invites proposals from experienced individuals, organizations or teams to provide consultant services to facilitate and lead the process of developing a need assessment for a shared facility for education, conservation and volunteer programs in the new Rouge National Urban Park.

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: Provide four (4) copies of your completed proposal, one (1) unbound, signed original and three (3) copies of the original proposal at the office of Purchasing & Supply, Toronto Zoo, Administrative Support Building, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

Date: Tuesday, 2015-01-27, 1200 hours (noon) local time

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

For any questions concerning the contract terms and conditions of this RFP, please contact, Peter Vasilopoulos, Supervisor, Purchasing & Supply, at 416-392-5916, pvasilopoulos@torontozoo.ca. Deadline for written questions is Friday 2015-01-16 at 1200 hours (noon) local time.

Yours truly,

Robin D. Hale
Chief Operating Officer

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INSTRUCTIONS

1. Review and complete the RFP requirements and enclosed FORMS and return by due date and time, **Tuesday, 2015-01-27, at 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 eight (8) 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 the contract terms and conditions of this RFP, please contact, Peter Vasilopoulos, Supervisor, Purchasing & Supply, at 416-392-5916, pvasilopoulos@torontozoo.ca.

Deadline for written questions is Friday 2015-01-16 at 1200 hours (noon) local time.

1.0 DEFINITIONS

1.1 The following definitions will apply to this Request for Proposal and to any subsequent Contract:

- 1.1.1 **“Board” or “Toronto Zoo”** means the Board of Management of the Toronto Zoo, a Board of the City of Toronto, established under the City of Toronto Act, 2006, S.O. 2006, c.11;
- 1.1.2 **“Chief Operating Officer”** means the Chief Operating Officer of the Board of Management of the Toronto Zoo who has administrative control and supervision of the Contract;
- 1.1.3 **“Consultant”** means the person, partnership or corporation contracting with the Board to provide the required Services;
- 1.1.4 **“Contract”** means acceptance by the Toronto Zoo (by way of written acknowledgement, Agreement, Contract or Purchase Order) to furnish Services for money or other considerations;
- 1.1.5 **“Contract Price”** means the price payable under the contract to the Consultant, being the Proposal Price eventually accepted by the Board of Management of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
- 1.1.6 **“Parks Canada”** means the Parks Canada Agency, established under section 3 of the Parks Canada Agency Act, S.C. 1998, c.31;
- 1.1.7 **“Proponent”** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
- 1.1.8 **“Proposal Price”, “Contract” and “Contract Documents”** have the meanings set out therefore in clauses contained in these documents;
- 1.1.9 **“Request for Proposal (RFP)”** means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- 1.1.10 **“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;
- 1.1.11 **“Steering Committee”** means a committee comprised of designated Parks Canada and Toronto Zoo staff directing the progress of the Study and the work of the Consultants.

2.0 BACKGROUND AND PROJECT SCOPE

Rouge National Urban Park (“RNUP”) and Toronto Zoo (“TZ”) Shared Facility - Needs Assessment.

2.1 Introduction

The Toronto Zoo (TZ) and Rouge National Urban Park (RNUP) are both in need of expanded public and staff facilities. With both parties located adjacent to each other, and with similar markets and programming, it is proposed to assess the needs for each party to determine if a shared facility in the Meadowvale Road area is feasible.

The facility will act as the primary welcome area for RNUP within the City of Toronto, and will feature Parks Canada staff/volunteers, interpretive media, activity booking, program delivery, and serve as a vital community asset. The primary area could also offer a multipurpose theatre/multimedia exhibits, educational centre, meeting/gathering space, park offices and storage.

The facility will be the centre for the TZ’s conservation education and volunteer programs. Areas of importance are meeting rooms, classrooms, research facilities, public education and display spaces, (both indoors and outdoors) as well as storage and office space.

It has been decided that a request for proposal be done for a consultant to produce a report detailing the needs of the TZ and RNUP, as well as to identify potential synergies and opportunities for complimentary third party organizations onsite facilities.

2.2 Background

The Government of Canada made a commitment in Canada’s Economic Action Plan 2012 to create RNUP.

As documented in RNUP park concept: The Park Vision—A People’s Park

Rouge National Urban Park celebrates and protects, for current and future generations, a diverse landscape in Canada’s largest metropolitan area. Linking Lake Ontario with the Oak Ridges Moraine, the park offers engaging and varied experiences, inspires personal connections to its natural beauty and rich history, promotes a vibrant farming community, and encourages us to discover Canada’s national treasured places. (Park Concept, 2012)

While the TZ is adjacent to the RNUP, it is not included in the National Urban Park. The TZ operates under its own governance structure (owned by the City of Toronto and operated on behalf of the City by a board of management), and separate from the Federal Government and the RNUP.

The Zoo Board recently adopted a Strategic Plan 2015-2020. The new TZ vision statement is:

Canada’s national leader in saving wildlife to ensure the rich diversity of nature for future generations.

The TZ mission is to be:

A living centre for education and science, committed to providing compelling guest experiences and inspiring passion to protect wildlife and habitats.

The TZ goals are to:

GOAL 1: Advance to a zoo-based conservation centre of excellence

GOAL 2: Enhance the guest experience to appeal to a more diverse audience and inspire conservation action

GOAL 3: Enhance the Zoo's governance structure

GOAL 4: Build an organization that is fiscally and environmentally sustainable for the long term

GOAL 5: Maximize existing partnerships and identify new opportunities

GOAL 6: Create an organizational culture that attracts, engages and retains highly motivated staff and volunteers

GOAL 7: Increase awareness, understanding and support of the Zoo as a centre for conservation excellence

Once RNUP and TZ recognized their shared interests and requirements, it was decided to look into assessing the feasibility of a shared facility. Before a feasibility study on the proposed shared facility is undertaken, a needs assessment is required in order to fully assess the requirements to use in any future feasibility study.

2.3 Objective

To perform a needs assessment for the proposed joint welcome and education centre located in the vicinity of Meadowvale Road on behalf of RNUP and TZ. The resulting report will deliver to RNUP and TZ a consolidated list of needs for the Zoo and for RNUP and will identify where those needs are the same or different, or where synergies exist. It will also identify opportunities where shared facilities could be used, where individual facilities are required, along with any third party requirements in terms of research, office and classroom spaces.

2.4 Description and Scope of work

The Consultant will:

- Review existing relevant documentation provided by RNUP and TZ, as well as other relevant partner and stakeholder documentation.
- The Consultant will meet regularly (bi-weekly) throughout the process, during the planning, drafting and finalization stages of the draft report with RNUP and TZ representatives.
- Review and analyze current: market trends, LEED & other green standards, industry and organization specific standards, comparable projects in scope / size / cost, and any other relevant data.
- Meet with major stakeholders to collect information, learn about overall project objectives and better understand key issues for the facility owner(s).
- Understand the entire program of the Zoo and existing plans for RNUP, to articulate the context of what the facility will be within each organization and collectively.

- Identify differences, commonalities, and opportunities for synergies between the parties; and translate these findings into potential services, activities and programs that could find a home at the proposed facility.
- Define the spatial and specific facility requirements for both RNUP and TZ, identifying which requirements require:
 - Public Accessibility
 - Shared facilities (between RNUP and TZ or other partner requirements)
 - RNUP and TZ staff access only
- Identify any program and facility relationship between this joint facility and the program and facilities proposed in the Beare Road Park Master Plan.
- Assess any barriers, opportunities or constraints associated with the needs identified, and document the related impact of:
 - Policies affecting development size, site, function, and character (federal, provincial, municipal official plan/zoning, TRCA, etc.), in terms of:
 - Site access and parking
 - Site and building coverage/height
 - Green development guidelines (e.g., LEED)
 - Other
 - Natural factors (environmental, soils, slopes, vegetation, SAR, etc.)
 - Effect of/on adjacent uses
- Items to consider specifically are:
 - Welcome area reception and orientation functions and requirements
 - Spatial requirements
 - Information Technology and audio visual requirements
 - Activity requirements, both individual and joint; indoor and outdoor
 - Third party space (e.g., library, office, facility and meeting spaces for researchers, UTSC, Rouge Valley Conservation Centre, etc.)
 - Building Security
 - Transportation connections
 - Parking
 - Maintenance, including snow plowing, garbage removal, and other services
 - Any other needs as identified through consultation with RNUP and TZ.
- Conduct a Needs Assessment Workshop with key stakeholders where “needs” and “nice to haves” are identified.
- Provide a Needs Assessment Analysis to confirm the direction and thinking of the consultants for review by RNUP and TZ representatives.

- Determine building functional requirements, architectural features, site restrictions, access requirements, major building services, LEEDS objectives, etc.
- Conduct site survey, if required (separate fee).
- Develop Options for conceptual designs.
- Conduct a Conceptual Design Workshop to discuss design options and make preliminary decisions.
- Produce concept level schematic drawings.
- Produce (Class D or Class C) cost estimates.
- Produce a Conceptual Design and Pre-Design Report with recommendations and conclusions (Scope, Cost and Schedule). This document will serve as the blueprint for the next stage of the project (design).
- Provide a draft written report and discuss the draft report with RNUP & the TZ representatives prior to submitting the final report.
- Make necessary report changes as noted and agreed upon and submit as final report to RNUP and TZ representatives.

2.5 Parks Canada will provide:

- Draft RNUP management plan
- RNUP Park Concept Plan
- Other relevant documentation available

2.6 The Toronto Zoo will provide for the consultant to review and incorporate as appropriate:

- Toronto Zoo Vision and Mission Statement, Goals and Objectives
- Toronto Zoo Learning Centre Project Feasibility Centre (October 2007)
- Centre for Sustainable Life and Learning (June 2008)
- Maps and other relevant documentation available.

3.0 PROJECT DELIVERABLES

Reporting to the Steering Committee, the Consultant will provide the following:

- A proposed project outline and timetable for RNUP and TZ to review and approve by 2015-02-09 (all dates to be confirmed at commencement to ensure clear understanding and definition of project).

- Summary notes of consultations and research and an agenda emailed to the participants on a timely basis before the meetings; and provide meeting minutes immediately following the meetings.
- A Draft Needs Assessment Analysis by e-mail in Microsoft Word & Adobe Acrobat (PDF), and as hard copies (6) to the Parks Canada and Toronto Zoo representatives by 2015-03-06.
- A Draft Pre-Design Report by e-mail in Microsoft Word & Adobe Acrobat (PDF), and as hard copies (6) by 2015-03-20.
- The Final Study Report of the RNUP & TZ Shared Needs Assessment by e-mail in Microsoft Word & Adobe Acrobat (PDF) and as hard copies (6) to the Parks Canada and Toronto Zoo representatives by 2015-04-13.
- Presentation to the Steering Committee on or after 2015-04-20. Two additional presentations to governing bodies may be required at a later date.

4.0 AWARD NOTIFICATION

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

5.0 SCHEDULE OF EVENTS

The following schedule is planned for the RFP process:

Release of RFP	Friday 2015-01-09
Proponents’ Question Deadline	Friday 2015-01-16
Submission Due	Tuesday 2015-01-27
Interviews, if necessary	Week of 2015-02-02
Notification of Award	By Friday 2015-02-06
Commencement of Work	Monday 2015-02-09

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

6.0 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.

7.0 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,
- 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 Duly executed Proposal Form
- 7.1.4 Table of Contents.
- 7.1.5 Executive summary.
- 7.1.6 Corporate Information.
- 7.1.1 Detailed biographies of team lead and key members and their roles.
- 7.1.2 Estimated time frame to complete the project deliverables and work plan or schedule with key dates and milestones for immediate implementation and the accompanying identification of staff and resources that will be assigned to this project.
- 7.1.3 A breakdown of total proposal cost by element and activity; total fixed price for the project, including consulting fees, sub-contractors (if required), key milestones for earning of proposed fee and disbursements.
- 7.1.4 Detailed experience, background and other similar project opportunities completed within the past five (5) years.
- 7.1.5 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.
- 7.1.6 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.

8.0 PROPOSAL EVALUATION CRITERIA

<u>Evaluation Criteria</u>	<u>Points Awarded</u>
Stage One	
<ul style="list-style-type: none"> • Proponent experience in development of needs assessment studies, conducting public consultation, assessing shared facility opportunities 	30
<ul style="list-style-type: none"> • Suitability & acceptability of proponent’s detailed proposed services including ability to meet project deadline 	30
<ul style="list-style-type: none"> • Approach to project including innovative public engagement process 	20
<ul style="list-style-type: none"> • Proposal fee <p>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)</p>	20
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

The proposals submitted will be evaluated using the evaluation criteria and will be comprehensively reviewed by the Selection Team and Corporation Staff. 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 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.

9.1 Consultant’s Liability and Indemnity

The Consultant will from time to time at all times hereafter well and truly save, defend and keep harmless and fully indemnify the Board, the City of Toronto, and the Toronto and Region Conservation Authority, the Government of Canada, Parks Canada, and each of their officers, employees and agents (hereinafter called “The Indemnities”) of, from and against all manner of action, suits, claims, executions and demands which may be brought against or made upon The 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 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 Indemnities on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by The 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 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 Indemnities, 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 Chief Operating Officer 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 Chief Operating Officer as he is herein empowered to take, shall not in any way relieve the Consultant or his/her surety from any liability under the Contract.

9.2 Insurance Requirements (at the discretion of the Toronto Zoo and Parks Canada)

9.2.1 The Consultant shall effect, maintain and keep in force, at its sole cost and expense and satisfactory to the Chief Operating Officer as to form and substance the insurance described below.

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

The Consultant shall provide certified copies of such insurance or a certificate(s) of insurance as determined by, and upon request of, the Toronto Zoo. Without limiting the generality of the foregoing, the comprehensive general liability policy coverage required under the Contract will be Two Million (\$2,000,000) Dollars minimum and the policy shall name the Toronto Zoo and the City of Toronto as insured as if a separate policy had been issued to each and shall include a cross/liability-severability of interest clause.

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

9.2.3 All policies of insurance required to be taken out by the Consultant shall be placed with insurers licensed to conduct business in the Province of Ontario and shall be subject to the approval of the Chief Operating Officer, acting reasonably.

9.2.4 The Consultant shall deliver to the Board evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the Chief Operating Officer acting reasonably.

9.2.5 All insurance policies shall be endorsed to provide a minimum advance written notice of not less than thirty (30) days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made to the Chief Operating Officer.

9.2.6 The provisions of this section shall no way limit the requirements and obligations imposed on the Consultant elsewhere in the Contract, nor relieve the Consultant from compliance therewith and fulfillment thereof.

9.2.7 The parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the Contract.

9.3 Incurred costs

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

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

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

9.5 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.

9.6 Toronto Zoo Rights and Options Reserved:

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

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

9.7 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 Parks Canada; and in the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this agreement, the Proponent shall be paid only for the portion of the work which shall have been satisfactorily completed at the time of termination.

9.8 Ownership and Confidentiality of Board-Provided Data

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

- 9.8.1 Is and shall remain the property of the Board;
- 9.8.2 Must be treated by Proponents and Prospective Proponents as confidential;
- 9.8.3 Must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

9.9 Copyright:

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

9.10 Ownership and Disclosure of Proposal Documentation

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

- 9.10.1 Shall become property of the Toronto Zoo and may be appended to purchase order issued to the successful Bidder;
- 9.10.2 Shall be come subject to the *Municipal Freedom of Information and Protection of Privacy Act* (“*MFIPPA*”) and may be released pursuant to that Act.

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

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

9.11 Conflict of Interest Statement

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

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

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

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

9.12 No Collusion

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

9.13 Governing Law

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

10.0 PROPOSAL FORM

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

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

The 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 Toronto Zoo or Parks Canada, in order to conduct business associated with this proposal or project.

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

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

NOTICE OF NO BID

INSTRUCTIONS:

It is important to the Toronto Zoo to receive a reply from all invited 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:	

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 07 (2015-01) RNUP SHARED FACILITY NEEDS ASSESSMENT CONSULTANT

Closing: Tuesday, 2015-01-27, 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**

**RNUP SHARED FACILITY – NEEDS ASSESSMENT CONSULTANT
RFP 07 (2015-01)
APPENDIX A - FEE PROPOSAL FORM**

	FEES	DISBURSEMENTS	HST	TOTAL
Needs assessment				
Per diem/hourly rates, team members				

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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