

361A Old Finch Ave. Toronto, ON M1B 5K7 www.torontozoo.com

Tel: 416-392-5900 Fax: 416-392-5934

2019-11-20

REQUEST FOR PROPOSAL RFP 55 (2019-11) SPONSORSHIP STRATEGY FOR TERRA LUMINA NIGHT WALK EXPERIENCE

The Toronto Zoo invites experienced individuals, organizations or teams to submit a proposal to provide professional services to create and implement a sponsorship strategy for the Toronto Zoo's Terra Lumina Night Walk Experience to secure funds for this experience during the period December 2019 – March 2022. Based on the initial evaluation, interviews may be scheduled before final selection.

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

<u>Due Date:</u> Seven (6) copies of your proposal, ONE (1) unbound signed and clearly marked as ORIGINAL and FIVE (5) copies of the original proposal clearly marked as COPY in a sealed package or envelope must be submitted and received to the following address, Purchasing & Supply, Toronto Zoo, Administrative-Support Building, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

Tuesday 2019-12-10, 1200 hours (noon) local time

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

For any questions concerning the RFP process including instructions and contract terms and conditions of this RFP, please contact Peter Vasilopoulos, Supervisor, Purchasing and Supply at 416-392-5916

Yours truly,

Taryne Haight Manager, Financial Services

Page 2 of 17

Table of Contents

SECTION	SECTION DESCRIPTION	PAGE (S)
RFP LETTER	Invitation Letter	1
T.O.C.	Table of Contents	2
Instructions	Instruction to Bidders	3
1.0	Definitions	4
2.0	Project overview and background	4
3.0	Submission Requirements	7
4.0	Communications	7
5.0	Schedule of Events	8
6.0	Evaluation Process	8
7.0	General Provisions	10
8.0	Proposal Form	15
	Submission Label	16
	Notice of No Bid	17

INSTRUCTIONS TO BIDDERS

- 1. Ensure that you have received all <u>17</u> pages of the RFP package.
- 2. Provide **SIX (6)** copies of your proposal, **ONE (1)** unbound signed and clearly marked as ORIGINAL and **FIVE (6)** copies of the original proposal clearly marked as COPY in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above).
- 3. Your sealed proposal including all forms must be completed, and received by Purchasing & Supply, Toronto Zoo, Administrative-Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by **Tuesday 2019-12-10, 1200 hours (noon, local time)** or your proposal will not be considered.
- 4. 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.
- 5. Include signed copies of any addenda with your proposal package.
- 6. 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.
- 7. Proposals must **not** be submitted by facsimile or email or any other electronic means.
- 8. 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.
- 9. All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal deadline.
- 10. Unless otherwise indicated herein, the prices stated are payable in Canadian Funds, HST excluded.
- 11. Include product information, samples, and pictures, as necessary.
- 12. The award of the contract is subject to negotiations with the lead proponent including, but not limited to the following:
 - a) Changes or work refinements in the service requirements or scope of work proposed by the proponent
 - b) Price- if directly related to a change or refinement in the proposed scope of work proposed by the proponent.
 - c) Specific contract details as deemed reasonable for negotiation by the Toronto Zoo

If a written cannot be negotiated within thirty (30) days of notification to the lead proponent, the Toronto Zoo, at its discretion at any time thereafter, terminate negotiations with the lead proponent and either enter into negotiations with the next qualified proponent or cancel the RFP process and not enter into a contract with anyone.

1.0 **DEFINITIONS**

- 1.1 Definitions:
 - 1.1.1 **"Chief Executive Officer"** means the CEO of the Board of Management of the Toronto Zoo;
 - 1.1.2 "Contract" means the contract agreement issued for the Work required;
 - 1.1.3 **"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;
 - 1.1.4 "Contractor", means the Preferred Proponent if any, who enters into the Contract;
 - 1.1.5 **"Successful 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;
 - 1.1.6 **"Prime Vendor"** means a person, partnership or corporation of firm that submits a Proposal in response to this RFP on a behalf of a joint venture or consortium;
 - 1.1.7 **"Proponent"** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
 - 1.1.1 **"Toronto Zoo**", **"Zoo**" or the **"Board**" means the Board of Management of the Toronto Zoo;
 - 1.1.8 **"Work"** or **"Services"** means all work and services required under these documents, and in accordance with the Contract Requirements, General Requirements, and Specifications. This will also mean the whole of the work, tools, material, labour, material and travel and all that is required to be completed and furnished by the Consultant

2.0 PROJECT OVERVIEW AND BACKGROUND

In April, the Board of Management of the Toronto Zoo approved Zoo staff to move forward with a one-of-kind Lumina Night Walk experience by Montreal based company Moment Factory.

The Lumina Night Walk brand ties in perfectly with the Toronto Zoo experience of touching hearts of the guest by creating magical moments that inspire guests to make positive change to help the environment. As a signature event for Toronto, Lumina Night Walks would bring significant attention and economic benefits to the east end of the City and other businesses in the area surrounding the Zoo, including hotels, restaurants, and local shops while promoting a positive conservation message.

The Toronto Zoo's proposal from Moment Factory relates an immersive Lumina Night Walk Experience telling a story unique to the Zoo. The experience is meant to inspire guests to enact positive change and improve how we share and improve our relationship with Mother Earth, animals and the environment. Guests will be led through the experience with the use of interactive displays, light, sound, scenography, music and video projection.

Inspired by the local culture and unique natural beauty of each specific site, the award-winning Lumina Night Walks use a universal language that speaks to all audiences and brings generations together. Each 45 to 60 minute experience begins at nightfall and engages emotion using storytelling, lighting design, an original soundscape and music, scenography, video and interactive technologies.

The first Lumina Night Walk Experience was designed in 2014 in Coaticook, Quebec and the series has now extended as far as Japan and Singapore. With the Lumina Night Walks, Moment Factory has created a world-class experience that brings people together by

exploding the computer interface and taking people off their screens and into the outdoor world. The Toronto Zoo provides the perfect location in southern Ontario to expand the Lumina Night Walk Experience and explore a timely and unique story.

The nature of the Lumina Night Walk Experience, which Moment Factory has recreated around the world, including Rainforest Lumina at the Singapore Zoo and Island Lumina in Iojima, Japan shows an awe-inspiring must-see experience for guests.

The objective of Moment Factory is to draw people out of their homes toward collective experiences. To do this, they create multimedia experiences in natural environments that spark public participation. The Toronto Zoo is a registered charity and a Board of the City of Toronto. It is a leader in animal care, the conservation of ecosystems, research, education and the implementation of international Species Survival Programs (SSP).

The Toronto Zoo annually attracts approximately 1.1 million guests and has a base membership of approximately 25,000 members. The Toronto Zoo's current key demographic is families and hopes to expand on this with the Lumina Night Walk Experience.

The Toronto Zoo has determined it would like to work with an outside firm that specializes in Corporate Sponsorship and has the capacity to successfully implement a program for the Lumina Night Walk Experience. The Successful Proponent will develop and implement a corporate sponsorship strategy and will secure funds for the Lumina Night Walk Experience during the period 2019-2023. The Lumina Night Walk Experience is scheduled to begin December 2019. therefore the sponsorship strategy must be designed and launched immediately.

2.1 Sponsorship Deliverables

- 1. Scope of Services and Deliverable The Services and Deliverables to be provided by the Proponent will include, but not limited to the following:
 - a) Developing, prioritizing and implementing a comprehensive sponsorship strategy that will attract regional, national and international sponsorship interest and secure targeted funding to be developed and completed within the first four (4) months of the engagement;
 - b) Identifying the costs of program implementation and personnel requirements to maximize return;
 - c) Identifying the opportunities and key target sectors of Canadian and international companies that may have supported a Lumina Night Walk Experience or are likely to be interested in similar exhibits;
 - d) Identifying and organizing a key target database with probabilities including target sponsorship levels for both in kind and financial;
 - e) Determining timelines and key milestones for sponsorship over the 3 year period;
 - f) Developing guidelines for exclusivity and non-exclusivity levels of sponsorship that are completely transparent and consistent with current best practices for major international events;
 - g) Developing all collateral materials for sponsorship marketing including online portal that educates prospective sponsors of the economic or community benefits of supporting the Lumina Night Walk Experience;
 - h) Recommending the required strategy to implement a full sponsorship campaign to maximize corporate sponsor participation;

- Develop a clear, easy to understand sponsorship agreement template, to be approved by the Toronto Zoo, that could be used between a sponsorship proponent and the Toronto Zoo;
- j) Providing current best practices in corporate sponsorship;
- k) Providing a draft code of ethics for 3rd party sponsors consistent with Toronto Zoo standards and ethics;
- 2. Knowledge Transfer The Proponent should propose how it will transfer knowledge to Toronto Zoo internal staff, and the nature of the knowledge to be transferred.

3. Communications and Reporting

- a) Consulting with the Senior Director, Guests and Community and the Acting Director, Guest Experience prior to proceeding with a sponsorship prospect, for the purposes of prospect clearance, reviewing potential sponsors against Donor Recognition and Naming Policy, identifying relevant stakeholders where necessary, and conducting a risk/benefit assessment of the opportunity.
- b) Ensuring that the Strategic Communications Branch is aware and in agreement with any use of the Toronto Zoo name, logo and emblems by a Sponsor and are in accordance with the Toronto Zoo's Graphic Standards and that all marketing and signage materials prepared by a Sponsor are approved the Senior Director, Guests and Community (or designate);
- c) Ensuring that the benefits to the Sponsor are to be commensurate with the size and scope of the sponsorship. It is the responsibility of the Successful Proponent to work in consultation with the Toronto Zoo's Strategic Communications Branch to determine the appropriate level and manner of benefits within the guidelines approved by the CEO.
- d) Providing periodic updates / presentations to Toronto Zoo management on progress or matters related to the sponsorship strategy as developed. The successful Proponent must be able to respond to an inquiry within 48hrs or less.
- e) Working under the guidelines of Toronto Zoo regarding donations and sponsorships, including but not limited to the following policies:

ADM-012 - Gifts in Kind

ADM-013 - Donor Recognition and Naming

ADM-016 - Sponsorships

3.0 SUBMISSION REQUIREMENTS

- 1. Responses to the RFP may be submitted on behalf of an individual firm, strategic partnerships, joint ventures or consortiums, however a single firm must be identified as the primary contact as required to execute a contract with the Toronto Zoo.
- 2. Proposals submitted in response to this RFP should be detailed sufficiently and demonstrate attention to the project objectives as outlined in Section 2.0 of the RFP and proponents should structure their responses in the order outlined below:
 - a) Title Page;
 - b) Letter introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP, and signed Proposal Submission Forms, Section 8.0;
 - c) Table of Contents;
 - d) Executive summary;
 - e) A clear demonstration of the firm's capacity to understand the assignment (Goals, Objectives and Sponsorship deliverables) including unique approach in creating a strategy given the immediacy of this project;
 - f) Detailed experience, background and other similar project opportunities completed within the past five (5) years. 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.
 - g) Detailed biographies of team lead and key members and their roles;
 - h) The method of identification proposed to develop the list of potential sponsors (regional, national & international);
 - i) Methodology used to ensure best practices;
 - j) The method of developing a comprehensive strategy;
 - k) Understanding of the existing marketplace and the approach used to determine sponsorship targets and corresponding campaign goals (both direct financial and inkind);
 - Work plan or schedule with key dates and milestones and potential revenue projections for immediate implementation and the accompanying identification of staff and resources that will be assigned to this project;
 - m) Estimated time frame to complete the project deliverables (Key sponsorship milestones should be stated);
 - A breakdown of total proposal cost by element and activity; total fixed price for the project, including consulting fees, success fees, sub-contractors (if required), and disbursements;
 - A schedule of costs to implement a successful sponsorship program by providing statement outlining full details of the proposed fee structure or commission structure and key milestones / thresholds for earning of proposed fee on a "cash received" basis for sponsorship contributions (i.e. actual cash-in versus commitments);
 - p) Identified conflict of interests;

4.0 COMMUNICATIONS

For any questions concerning the RFP process including instructions and contract terms and conditions of this RFP, please contact:

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

5.0 SCHEDULE OF EVENTS

The following schedule is planned for the RFP process:

Release of RFP	Thursday 2019-11-21
Proponents' Question Deadline	Wednesday 2019-11-27
Submission Due	Tuesday 2019-12-10
Interviews, if necessary	Week of 2019-12-16
Notification of Award By the Toronto Zoo	Week of 2019-12-09
Commencement of Work and initial meeting	Week of 2020-01-06
with Toronto Zoo Project Team	

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 EVALUATION PROCESS

The Proponent is urged to ensure that its Proposal is submitted in the most favourable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the Proposal from further consideration.

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

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

There are three steps to the pre-defined evaluation process:

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

Step 1 – Initial Review of Responses

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

Step 2 – Detailed Review

Evaluation Point Rating [Threshold Requirements]

Proposals will be assessed on a point rating system, outlined below, with a maximum 80 technical and experience points and a maximum of 20 for proposal fee. This is used to determine each proponent's strategic and technical fit to the needs described in the proposal documents. The technical points will be added together with the reference and proposal fee points (outlined below) to determine a final point score out of 100.

Proposals scoring less than a total threshold of 56 (70%) technical and reference points will be considered technically unacceptable. Proposals that meet or exceed the 56 technical point threshold score will have their proposal fee scored.

Technical and Experience Evaluation

In their proposal, Proponents shall clearly show the following:

TECHNICAL AND EXPERIENCE EVALUATION	Maximum Points
 Understanding of the assignment/objectives: Demonstrated experience & expertise. The proposed lead Proponent/Consultant must have a minimum of five (5) or ten (10) years of relevant sponsorship marketing and sales experience 	30
 Experience: Demonstrated understanding of similar projects Successful projects completed within the past seven (7) years where minimum funds of \$100,000 were raised and secured. 	20
 Methodology and Approach: Suitability & Acceptability of proponent's detailed methodology that it proposes to use to measure and achieve sponsorship success Ability to complete objectives & secure sponsorships within a stated time frame 	
THRESHOLD – TECHNICAL AND EXPERIENCE EVALUATION	56
TOTAL TECHNICAL AND EXPERIENCE EVALUATION	80

Proposal Fee Evaluation

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

Step 3 – Interview (if required)

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

Total

50

The proposals submitted will be evaluated using the evaluation criteria and will be comprehensively reviewed by the 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) Provides overall value to the Toronto Zoo's Giant Panda Corporate Sponsorship Program;
- c) Has a demonstrated track record of success with similar project opportunities, and
- d) 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.

7.0 GENERAL PROVISIONS

7.1 **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.

7.2 Prime Vendor:

A joint Proposal by a consortium of two or more Vendors having no formal corporate links may be submitted, but one person or company must be shown as the Prime Vendor and be prepared to represent the joint venture or consortium to the Zoo by executing the Agreement, acting as the primary contact and taking overall responsibility for performance of any Agreement.

Where a proposal is made by a Prime Vendor with associate forms working with or under the Prime Vendor in either a sub-contracting or consortium relationship, it required that associate firms be named in the Proposal.

7.3 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.

7.4 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, <u>www.cra-arc.gc.ca</u>

7.5 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.

In the event that the Proponent fails or neglects by any act or omission to comply with any of the conditions set out herein, this Proposal or any contract resulting from this Proposal may be unconditionally cancelled by the Toronto Zoo without notice to the Proponent.

7.6 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.

7.7 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.

7.8 Insurance and Policies

Provide minimum \$5,000,000 general liability insurance in respect of injury or death to a single person or for property damage in a manner satisfactory to the Chief Operating Officer must be maintained through the Project and included in the Fee Proposal.

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

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.

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.

7.9 Indemnity:

The Proponent shall at all times well and truly save, defend, keep harmless and fully indemnify the Toronto Zoo, the Board of Management of the Toronto Zoo, the City of Toronto, the Toronto & Region Conservation Authority, and their servants, employees, officers, agents and invitees, from and against all actions, suits, claims, demands, losses, costs, charges, damages, and expenses, brought or made against or incurred by their servants, officers, employees, agents or invitees in any way relating, directly or indirectly, to goods, material, articles or equipment supplied or to be supplied, or to the supplying of goods or services, pursuant to this Proposal, or any other claim, action, suit, demand, loss, cost, charge, damage or expense relating to copyright, trademark or patent with regard directly or indirectly with any such goods, services, material, articles or equipment or the supply or performance thereof.

7.10 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.

7.11 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.

7.12 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.

2019-11-20

7.13 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.

7.14 Copyright:

All final custom designs, artwork, etc. shall become the property of the Toronto Zoo. The Toronto Zoo shall retain sole copyright of all work that is developed or created at the request of the Toronto Zoo Toronto Zoo and the Proponent shall have no rights of sale or production other than the use for personal promotion of the author

7.15 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.

7.16 Toronto Zoo Rights and Options Reserved:

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

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

2019-11-20

Page 14 of 17

7.17 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.

7.18 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.

7.19 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

7.20 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.

8.0 SUBMISSION FORMS

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.		%	

2019-11-20

Page 16 of 17

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 55 (2019-11) – SPONSORSHIP STRATEGY FOR LUMINA NIGHT WALK EXPERIENCE Closing: Tuesday, 2019-12-10, 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 email to <u>purchasing@torontozoo.ca</u> or by fax (**416**) **392-6711** prior to the official closing date

Project/quantity too large.	Project/quantity too small.
We do not offer services or commodities to these requirements	Cannot meet delivery or completion requirement
We do not offer this service or commodity.	Agreements with other company do not permit us to sell directly.
Cannot handle due to present commitments.	Licensing restrictions
Unable to bid competitively.	We do not wish to bid on this service or commodity in the future.
Insufficient information to prepare quote/proposal/tender	Specifications are not sufficiently defined
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:	