

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

Telephone: 416-392-5900 Fax: 416-392-5934

Chair Councillor Raymond Cho

Chief Executive Officer John Tracogna

Chief Operating Officer Robin D. Hale

2018-09-12

## REQUEST FOR PROPOSAL DEVELOPMENT OF WEB APPLICATION RFP 36 (2018-09)

Toronto Zoo invites you to submit a written proposal to provide professional services of a web app developer to create and produce the Blue Schools mobile-friendly web application (free, no cost to purchase).

<u>Due Date:</u> Provide **four** (4) copies of your proposal, **one** (1) unbound signed and clearly marked as ORIGINAL and **three** (3) copies of the original proposal clearly marked as COPY and **one** (1) electronic copy (Microsoft Word or PDF) on a CD or flash drive in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above). Proposal to be delivered to the office of Purchasing & Supply, Toronto Zoo, Administrative Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

## Wednesday, 2018-09-26 by 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 action to be in its interests.

If you have any queries regarding this request for proposal, please contact Mr. Peter Vasilopoulos, Supervisor of Purchasing & Supply at <u>pvasilopoulos@torontozoo.ca</u>.

Yours truly,

Paul K. Whittam Manager, Financial Services

# **Table of Contents**

SECTION	SECTION DESCRIPTION	PAGE (S)
RFP LETTER	Invitation Letter	1
<b>T.O.C.</b>	Table of Contents	2
1.0	Instructions	3
2.0	General Terms	4
3.0	Background and Scope of Work	4
4.0	Schedule of Events	5
5.0	Proposal Submission Content	6
6.0	Proposal Evaluation Criteria	6
7.0	Contract Requirements	8
8.0	Terms & Conditions	9
9.0	Submission Forms	14

## **1.0 INSTRUCTIONS**

- **1.1** Ensure that you have received all <u>**16**</u> pages of the RFP package.
- Complete ALL FORMS by due date and time received on or before Wednesday, 2018-09-26, by 1200 hours (noon) local time or your Proposal will not be considered. Include signed copies of any addenda with your submission package.
- **1.3** Provide **four** (4) copies of your proposal, **one** (1) unbound signed and clearly marked as ORIGINAL and **three** (3) copies of the original proposal clearly marked as COPY and **one** (1) electronic copy (Microsoft Word or PDF) on a CD or flash drive in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above).
- **1.4** If the Toronto Zoo determines that an amendment is required to this RFQ, the Toronto Zoo representative will issue by email or post a written addendum on the Toronto Zoo Website that will form part of this RFQ. No amendment of any kind to the RFQ is effective unless it is provided by email or posted in a formal written addendum on the Toronto Zoo website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda and acknowledged on the submission form.
- **1.5** Proposals must not be submitted by facsimile or email.
- **1.6** Unless otherwise indicated herein, the prices stated are payable in Canadian Funds.
- **1.7** Show itemized cost of HST if applicable.
- **1.8** Use the attached submission label, when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- **1.9** Prices shall remain in effect for a period of ninety (90) days from the Proposal due date.
- **1.10** For any questions concerning the contract terms and conditions of this RFP, please contact:

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

For any technical queries concerning the specifications of this RFP, please contact:

Mary Kate Whibbs, Aqua-Links Coordinator <u>mwhibbs@torontozoo.ca</u>

#### S toronto ZOO RFP 36 (2018-09) – DEVELOPMENT OF WEB APPLICATION

### 2.0 GENERAL TERMS

- 2.1 The following definitions will apply to this Request for Proposal and to any subsequent Contract:
  - 2.1.1 "**Board**" means the Board of Management of the Toronto Zoo;
  - 2.1.2 **"COO"** means the Chief Operating Officer of the Toronto Zoo;
  - 2.1.3 "**Consultant**" means the person, partnership or corporation contracting with the Board to provide the required Services;
  - 2.1.4 "**Contract**" means acceptance by the Toronto Zoo (by way of written acknowledgement, Agreement, Contract or Purchase Order) to furnish Services for money or other considerations;
  - 2.1.5 "**Contract Price**" means the price payable under the contract to the Consultant, being the Proposal Price eventually accepted by the Board of Management of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
  - 2.1.6 **"Preferred Proponent"** means the Proponent whose Proposal, as determined by Board staff through the evaluation analysis described in the RFP, provides the best overall value in meeting the Board's requirements, and may be recommended for award.
  - 2.1.7 **"Proponent"** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
  - 2.1.8 "**Proposal Price**", "Contract" and "Contract Documents" have the meanings set out therefore in clauses contained in these documents;
  - 2.1.9 **"Request for Proposal (RFP)"** means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
  - 2.1.10 "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;
  - 2.1.11 "Successful Proponent" means the Preferred Proponent with whom the Board intends to negotiate an awarded Agreement.

### 3.0 BACKGROUND AND SCOPE

#### BACKGROUND

Toronto Zoo's Great Lakes Program delivers multiple outreach education programs focusing on local aquatic species at risk and the protection of aquatic ecosystems. These programs include in-class presentations by an aquatic biologist and educator, and an Atlantic salmon rear-and-release classroom hatchery program. The newest program under the Great Lakes Program umbrella, called Blue Schools, is a certification program that assists students and educators to conduct a water audit in their school, develop an action plan and then implement those actions to reduce water consumption in the school and beyond.

During the water audit process of the Blue Schools program students must collect data on water consumption throughout their school including the volume of water used by toilets and faucets, surface runoff, and the volume of water used for cleaning and swimming pools, to name a few examples. Feedback from pilot testing and from similar sister programs at other organizations has informed us that a web-based platform would

### Solution toronto **ZOO** RFP 36 (2018-09) – DEVELOPMENT OF WEB APPLICATION

significantly improve the data collection process for students and allow for increased data analysis opportunities compared to the current manual data collection using printed forms. Additionally, a web-based platform could allow program participants to develop their action plan and track action implementation with greater ease. In this initial phase of Blue Schools web-app development, a prototype with basic data entry capabilities will be developed and tested with select schools.

## SCOPE OF WORK AND FUNCTIONALITY

Toronto Zoo invites you to submit a written proposal to provide professional services of a web app developer to create, and produce a testable prototype of the Blue Schools mobile-friendly web application to assist with water audit data entry, which would be available to users free of charge.

The Blue Schools mobile-friendly web application will require the following features. The features listed below are a minimum requirement.

- a. Free, mobile-friendly web application developed for students to enter water audit data collected in their schools that will calculate total weekly and annual water-use in the school and allow students to download their results for future use.
- b. Users would be able to access and use the Blue Schools web application without a login or account.
- c. The mobile-friendly web application will also include resources to assist with the water audit process including but not limited to the Blue Schools Teacher's Guide
- d. The mobile-friendly web application will function on desktop computers and mobile devices such as smartphones and tablets.
- e. The mobile-friendly web application will be built with future expansion in mind including but not limited to the addition of user accounts, social networking elements and action plan tracking.

Ongoing support for the first year must be included with regards to bug fixes and OS updates. The amount of ongoing support and maintenance that will be required should be specified.

Proposals are required to include a clear explanation of how these features will be incorporated into a comprehensive, straight-forward and engaging user experience.

This project is funded through an RBC Environmental Donations and as a condition must be completed by August 31<sup>st</sup>, 2019.

All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) where possible.

### 4.0 SCHEDULE OF EVENTS:

The following is a tentative schedule for the Legal Services process.

Pre-Award	
Release of RFP	2018-09-12
Proponents' Question Deadline	2018-09-17
Submission Due	2018-09-26
Interviews, if necessary	Week of 2018-10-08
Notification of Award By the Toronto Zoo	Week of 2018-10-15
Post-Award	
Completion of web app development	2019-08-31

### Solution toronto **ZOO** RFP 36 (2018-09) – DEVELOPMENT OF WEB APPLICATION

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

## 5.0 PROPOSAL SUBMISSION CONTENT

## 5.1 **Signed copy of the submission form**

## 5.2 Solution Overview

- a) Provide a summary/description of the product being built.
- b) Who will be involved in the project? Please provide a short description of the team including product management and development tools that will be used.
- c) What will the key features be? Please provide a short summary.
- d) What platforms will the solution be developed for? What systems are being built?

### 5.3 **Project Scope**

Provide a detailed scope of the project, which includes specific feature and functionality items that will be integrated into the solution.

### 5.4 **Project Timeline**

Provide a detailed project timeline including estimated start dates, schedule of activities, deliverables and resources to be used, taking note of the March 31<sup>st</sup>, 2017 completion date.

### 5.5 Pricing Model

Provide an estimated price based on your project scope. Please include a fee breakdown in relation to time and scope.

### 5.6 Maintenance / Support Plan

Provide a summary of the types of service level support plans that are offered and breakdown of services and costs.

## 6.0 **PROPOSAL EVALUATION CRITERIA**

- 6.1 The Proponent is urged to ensure that its Proposal is submitted in the most favourable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the Proposal from further consideration.
- 6.2 The Agreement will not be awarded to the Proposal with the lowest cost, but rather, award shall be based on a combination of related expertise, prior project experience and price. Additionally, the Zoo may accept or reject any part of the Proponent's bid.
- 6.3 An Evaluation Team comprised of representatives designated by the Zoo will evaluate responses to the RFP.
- 6.4 There are three steps to the pre-defined evaluation process:
  - Step 1 Initial Review of Responses
  - Step 2 Evaluation of Submitted Proposals
  - Step 3 Evaluation of Presentations
- 6.5 Step 1 Initial Review of Responses

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

### S toronto ZOO RFP 36 (2018-09) – DEVELOPMENT OF WEB APPLICATION

### 6.6 Step 2 – Evaluation of Submitted Proposals

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

Evaluation Criteria	Points
Depth and breadth of the Project team's relevant qualifications	25
and experience with similar scale and type of Projects	
especially as it pertains to Mobile App development	
Depth and breadth of the Project team Lead's relevant	20
qualifications and experience including the directly related	
experience of Mobile App development experience of your	
firm	
Availability of team members during entire Project	10
Commitment to complete work according to schedule of events	10
within the RFP	
Understanding of Project scope of work and details on the	10
general approach and methodology that proponent would take	
in performing the services outlined within the RFP	
References and App development experience	10
Fee Proposal	15

Adopt-A-Pond will rate proposals based on various factors including responsiveness to the requirements laid out in this RFP, cost and technical expertise of bidder and staff members, with relevant past experience and ability to complete the project within the required timeframe being a key element.

- 6.6.2 The Zoo may, at its discretion, eliminate a Proposal from further consideration if it deems the overall cost to be prohibitive.
- 6.6.3 A short-list of suitable Proponents may be established who may be invited to Step 3 to provide presentations related to their Proposal.
- 6.7 Step 3 Evaluation of Presentations (If Required)
  - 6.7.1 Invited Proponent(s) shall provide presentations in support of their Proposals or to demonstrate or otherwise expand on the information contained therein.
  - 6.7.2 The Proponent(s) shall ensure that the presentation is made by well versed staff with the authority to make decisions and commitments on behalf of the Proponent.
  - 6.7.3 Any and all costs incurred by the Proponent in order to prepare for and attend the presentation and/or demonstration including transportation, food, lodging, etc. shall be borne entirely by the Proponent.
- 6.8 The final score is then calculated as illustrated in the following table:

Evaluation	Score
Step 1 – Initial Review of Submitted Proposals	Prerequisite
Step 2 – Evaluation of Submitted Proposals	Maximum 100
Step 3 – Evaluation of Presentations (If Required)	(Maximum 50 If Required)
Total maximum score excluding Presentation	100
<b>Total maximum score including Presentation</b>	150

- 6.9 By responding to this Proposal, the Proponent agrees to accept the recommendation of the Evaluation Team as final.
- 6.10 All Proposals shall be submitted by the Proponent on the understanding that the Proposals shall become the property of the Zoo.

## 7.0 CONTRACT REQUIREMENTS

### 7.1 **Contract Form**:

The Successful Proponent shall be retained through the issuance of a purchase order or an agreement, which shall include the terms and conditions of this Request for Proposal.

### 7.2 **Negotiations and Agreement**

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.

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.

During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and the Board may be settled and the issues concerning implementation may be clarified.

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

#### 7.3 **Insurance:**

- 7.3.1 The Consultant shall effect, maintain and keep in force, at its sole cost and expense and satisfactory to the CEO as to form and substance the insurance described below:
- 7.3.2 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 CEO 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 Board of Management Toronto Zoo, Toronto and Region Conservation Authority 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.

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 COO.

All policies of insurance required to be taken out by the Successful Proponent shall be placed with insurers licensed to conduct business in the Province of Ontario and shall be subject to the approval of the COO, acting reasonably.

The Successful Proponent shall deliver to the Board evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the COO acting reasonably.

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 COO.

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

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

### 8.0 TERMS AND CONDITIONS

### 8.1 **Proponent Assurance:**

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

### 8.2 **Country of Origin:**

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

#### 8.3 **Invoicing:**

Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Toronto Zoo. Harmonized Sales Tax where applicable shall each be shown as a separate item. The Proponent's HST 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 <u>CRA website</u>, <u>www.cra-arc.gc.ca</u>

### 8.4 **Right to Cancel:**

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

### 8.5 Interest:

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

## 8.6 **Official Agreement:**

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

### 8.7 **Insurance and Policies**

Provide minimum \$5,000,000 Commercial 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.

Professional liability insurance (errors and omissions) 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.

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 CEO, acting reasonably.

The Successful firm shall deliver to the Board evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the CEO acting reasonably.

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 CEO.

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

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

### 8.8 Safety:

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

The Proponent must adhere to all relevant Zoo policies, including, but not limited to, the Contractor Safety Policy, Working in the Vicinity of Animal Containments Policy and the Vehicles on Site

Policy, copies of which the Chief Operating Officer, Toronto Zoo, shall supply to the Preferred Proponent.

## 8.9 **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.

## 8.10 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

## 8.11 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.

### 8.12 Formal Contract:

The Proponent may be required and shall, if requested by the Toronto Zoo, execute and enter into a formal contract that is satisfactory to the solicitor for the Toronto Zoo, in order to document the contract resulting from this Proposal and to embody indemnity and related provisions that in the opinion of such solicitor are required to protect the Toronto Zoo.

### 8.13 Warranty of Product:

The Proponent warrants any goods, material, articles or equipment, to be supplied under or pursuant to this Proposal, that is or are to be made or used for particular purpose, will be fit and suitable for that purpose.

### 8.14 Environmental Commitment – G.I.P.P.E.R.

G.I.P.P.E.R. Statement of Principle – The Toronto Zoo in 1990-07-23, adopted the following G.I.P.P.E.R. (Governments Incorporating Procurement Policies to Eliminate Refuse Committee) Statement of Principle in order to contribute to waste reduction and to further the development and awareness of Environmentally Sound Purchasing.

"In order to contribute to waste reduction and to increase the development and awareness of Environmentally Sound Purchasing, acquisitions of goods and services will ensure that wherever possible specifications are amended to provide for the expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of postconsumer waste and/or recyclable content, without significantly affecting the intended use of the products or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices" All Proponents are encouraged to be pro-active in assisting the Toronto Zoo in achieving this principle. Alternative goods & services, suggested by the Proponent, addressing the above principle will be considered by the Toronto Zoo, within a reasonable price range.

## 8.15 **Proposal/Quotation Costs:**

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

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

## 8.16 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.

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

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

### 8.17 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.

## 8.18 Performance:

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

### 8.19 **Co-ordination of Work:**

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

### 8.20 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 Tender as submitted

## 8.21 Charity Status

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

### 9.0 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 invoice must be paid to qualify.	and period within which	%	

### SUBMISSION LABEL

This address label should be printed and 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 labeled or submitted to an address other than the one listed on this label.

**Proponent Name** 

RFP 36 (2018-09)- Development of Web Application Closing: <u>Wednesday</u>, 2018-09-26, 12:00 hours (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 ON 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 prior to the official closing date. <u>Purchasing@torontozoo.ca</u>

A Proposal/Quotation/Tender is not submitted	for the following reason(s):
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:	