

2021-12-31

**REQUEST FOR PROPOSAL
DISCOVER, DESIGN AND IMPLEMENTATION OF DYNAMICS 365
RFP 22 (2021-12)**

This Request for Proposal is being issued by the Toronto Zoo to seek proposals for a new Dynamics 365 to replace the existing Great Plains 2013 system for the Toronto Zoo's finance department as detailed in this Request for Proposal (RFP).

Due Date: Friday, 2022-01-28, 1200 hours (noon, local time)

Proposals shall remain in effect for a period of one hundred and twenty (120) days from the Proposal due date.

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 pvasilopoulos@torontozoo.ca.

Yours truly,

Alia Lee
Director, Finance & Technology

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1.0 INSTRUCTIONS

- 1.1 Complete ALL FORMS in section 8.0 and return by due date and time received on or before **Friday January 28, 2022, 12:00 PM (1200 hours) local time** or your Proposal will not be considered. Include signed copies of any addenda with your Proposal package.
- 1.2 Submission – Temporary process - In view of the current situation with COVID 19 and to limit personal interaction, on an temporary basis submissions for this Request for Proposal can be submitted electronically by email in a PDF file, prior to the submission deadline to the following email address bids@torontozoo.ca and note the following:
 - a. Subject of the file to be: RFP# - Title of RFP – Vendor name.
 - b. Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
 - c. It is the Supplier's sole responsibility to ensure its Bid is received by the Submission Deadline in accordance with the requirements of this RFP. The receipt of Bids can be delayed due to a number of factors including "internet traffic", file transfer size and transmission speed. The Supplier should allow sufficient time to download, complete and upload, as applicable, the submission forms comprising its Bid and any attachments.

A Bid will only be considered to be submitted once it has been received by the Toronto Zoo.

The time of such receipt is reflected by the time received stamped by the Toronto Zoo's email application
- 1.3 Proposals must not be submitted by facsimile.
- 1.4 Use the attached submission label when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo - **(N/A)**
- 1.5 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.
- 1.6 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.
- 1.7 Questions - These must be submitted in writing and be received, via email, by 4:00 pm (local time) by **Wednesday January 12, 2022, 4:00 PM (1600 hours) local time.**
- 1.8 If the Toronto Zoo determines that an amendment is required to this RFP, the Toronto Zoo representative will post a written addendum on the Toronto Zoo Website that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is 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.

- 1.9 All proposals will be irrevocable for a period of one hundred and eighty (180) days from the date of the proposal submission deadline.
- 1.10 Unless otherwise indicated herein, the prices stated are payable in Canadian Funds, HST excluded.
- 1.11 The exchange rate for any foreign currency will be determined using the Bank of Canada daily rate.
- 1.12 Include product literature, information, samples, and pictures, as necessary.
- 1.13 Quote discounts or quantity price breaks separately on FORMS.
- 1.14 If you have any inquiries, questions and request for clarifications about the proposal please contact

Peter Vasilopoulos,
Supervisor, Purchasing & Supply,
(416) 392-5916
pvasilopoulos@torontozoo.ca

2.0 DEFINITIONS

2.1 Definitions:

In this RFP the following terms have ascribed to them the following meanings:

- (a) **The Board of Management of the Toronto Zoo** and its designated representative hereinafter called **“the Toronto Zoo” or “Zoo”**, with which the Preferred Proponent has contracted to perform the required services;
- (b) **“Contract”** means the purchase order issued or written contract agreement resulting from this RFP executed by the Toronto Zoo and the Contractor, substantially in the form of the sample contract agreement attached;
- (c) **“Contractor”** means the Preferred Proponent if any, who enters into the Contract;
- (d) **Dynamics GP means** Microsoft Dynamics GP 2013;
- (e) **Dynamics 365 means** Microsoft Dynamics 365;
- (f) **“Preferred Proponent”** means the Proponent whose Proposal, as determined through the evaluation analysis described in the RFP, provides the best overall value in meeting the Toronto Zoo’s requirements, and with whom a Contract will be considered;
- (g) **“Proposal”** means a proposal submitted in response to this RFP;
- (h) **“Proponent”** means the person, Proponent, firm or partnership, consortium or joint venture that submits, or intends to submit, a proposal in response to this RFP;
- (i) **“RFP”** means the Request for Proposals document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- (j) **“Submission”** and /or **“Proposal”** means the Proponent’s written reply or submission in response to this RFP;
- (k) **“Work” and “Services”** means all work and services required under these documents, and in accordance with the General Requirements, and Functional Requirements;

3.0 GENERAL REQUIREMENTS

Introduction

The Toronto Zoo intends to replace the Zoo's core applications starting with Microsoft Dynamics 365 over the next 1-3 years starting with replacing Great Plains 2013. This implementation must continue to allow the current systems (including but not limited to: ADMITS, Shopify, Camp Brain, Scribe, Workplace, and RMS Fusion) to communicate for all financial day to day operations and reporting. The proposed system should be a turn-key solution including software, implementation services, on-going training and technical support.

The purpose of this RFP is to identify those suppliers that have the capability, to undertake a Dynamics 365 Operations Cloud project for the Toronto Zoo and are a Microsoft Dynamics Partner.

3.1 Current State

Today, there are a number of separate systems that relay sales and other information to Great Plains 2010, These functions include customer relations, online fundraising, moves management, membership management, camp registration, stewardship, special event management, planned giving, major giving, deferred giving, reporting and analysis, and processing campaign performance and benchmarking. **The computer systems and software supporting these core functions are technologically out-of-date, have limitations in their capabilities, and/or are no longer supported by the vendor(s).** Toronto Zoo intends to replace all the current applications with Dynamics 365 starting with Great Plains 2013.

3.2 Project Objectives

The major business objectives of the selected discovery, design and implementation of Dynamics 365 financial system include:

1. Discovery and documentation of current Great {Plains 2010 (GP 2013 and Zoo applications that relay information to GP 2013;
2. Provide accurate, current and relevant information needed to effectively manage financial operations and reporting;
3. Provide functional managers with the necessary technology, tools, and training to enable them to extract the data they require to meet their business needs and increase productivity;
4. Reduce the turnaround time of producing the monthly, quarterly and annual financials
5. Greatly enhance the ability to report expenditures by campaign, cost centre or project through implementation of account coding for programs and projects;
6. Improve the Zoo's ability to budget and measure campaign and program successes based on performance metrics;
7. Reduce the number of separate information systems, and the interfaces that connect them, running on different computers, written in different programming languages, and utilizing separate databases.
8. Project plan with complete timeline and training;
9. Pricing model including Hosting Services, Maintenance, Licensing, Support Services and one-time Acquisition costs with Microsoft for Non-Profit organization;
10. Training for all Finance staff;

3.3 Scope Overview

The project will be delivered in three(3) phases as summarized below:

3.3.1 Phase 1: Discovery and Detailed Analysis

1. Work with the Toronto Zoo to nalyse, identify and recommend the key

requirements, dependencies, constraints and processes that will determine the configuration and implementation of Microsoft Dynamics 365 best suited to accommodate Toronto Zoo business practices, whilst utilizing as much as the "out-of-the-box' functionality;

2. Work with the Toronto Zoo to review the business objectives and overall Statement of Work;

The following is the minimum Deliverable for Phase 1 – Discovery and Detailed Analysis:

- (a) Detailed Project Plan as described above.
- (b) A detailed and comprehensive set of validated interface Requirements describes all aspects of how the Vendor's proposed Solution will be integrated and implemented

3.3.2 Phase 2: Implementation

1. Configure and implement the Dynamic 365 modules to facilitate the above-mentioned business functions based on the output of Phase 1;
2. Migrate all data from Dynamics GP 2013 to the respective modules in Dynamics 365 includes but not limited to customer relations, online fundraising, moves management, membership management, camp registration, stewardship, special event management, planned giving, major giving, deferred giving, reporting and analysis, and processing campaign performance and benchmarking
3. Detailed plan should be provided to the City in Word/PDF format with the following information:
 - a. Detailed Implementation/Rollout framework;
 - b. Successful designed and integrated and tested solution by the Vendor;
 - c. Communication plan for all phases;
 - d. Key dates, including dates for deliverable submission and milestones;
 - e. Staffing structure, with a breakdown by activity, task and subtask, for the entire project;
 - f. Description to the subtask level, including duration (in hours and/or days) and required staff resources;
 - g. Provide agreed reports; and
 - h. Training and delivery of all training material and related Documentation for all Finance staff.
 - i.

3.3.3 Phase 2: Implementation

1. Develop a monitoring plan and resource schedule to support initial launch issues
2. Move or rebuild environment from test to live
3. Develop a monitoring plan and resource schedule to support initial launch issues
4. Move or rebuild environment from test to live.

5. Develop a Go Live implementation plan or checklist to assist Toronto Zoo project teamstaff in implementation of Microsoft 365;
6. Provide support and guidance;
7. Document and provide scheduled monthly end user support reports for all incidents, inquiries, and work requests.
8. Provide data and custom reporting services, including consultation, scoping, project management, formatting, testing and implementation of data uploads or extractions, as well as custom reports, as required.
9. Document, maintain and share support Documentation such as support requests, service tickets etc.
10. Provide performance reports and statistics for system usage
11. Provide any communications, Documentation and impact assessments related to system maintenance periods, planned down times, and product upgrades as required.
12. Provide system administration and system use training, as required.

3.4 **Core Business Requirements**

The Functional Requirements defined in Appendix A contain the core business requirements of the Toronto Zoo applications.

The Fundamental Business Requirement will be used in the evaluation of this RFP:

- The software is pre-built and tested in the marketplace; this is not a request for software development
- The solution (software, associated implementation, consulting, and support staff) must be delivered as a single proposal. Identify all sub-contractors if required.
- Number of Integration is required. Refer to the Integration Descriptions and the Functional Requirements for the list of systems to be integrated.
- The Proponent must have Canadian, Local Government, experience with at least (3) similar implementations in operation. The proponent should understand and have experience in Local Government. All project implementation/training staff must have knowledge of Canadian Local Government practice and be able to add value, based on experience, during the implementation process.
- Limit customizations to hold down implementation costs, to support standardization of business practices, and to preserve the ability to upgrade to new versions as they are released.
- The software must be designed such that any solution customization is independent of the core software, in such a way that future enhancements and upgrades can be implemented without re-implementing/re-testing customized components.
- The solution is cost-effective.

3.5 **Current Computing Environment**

Toronto Zoo currently has the following major systems/applications:

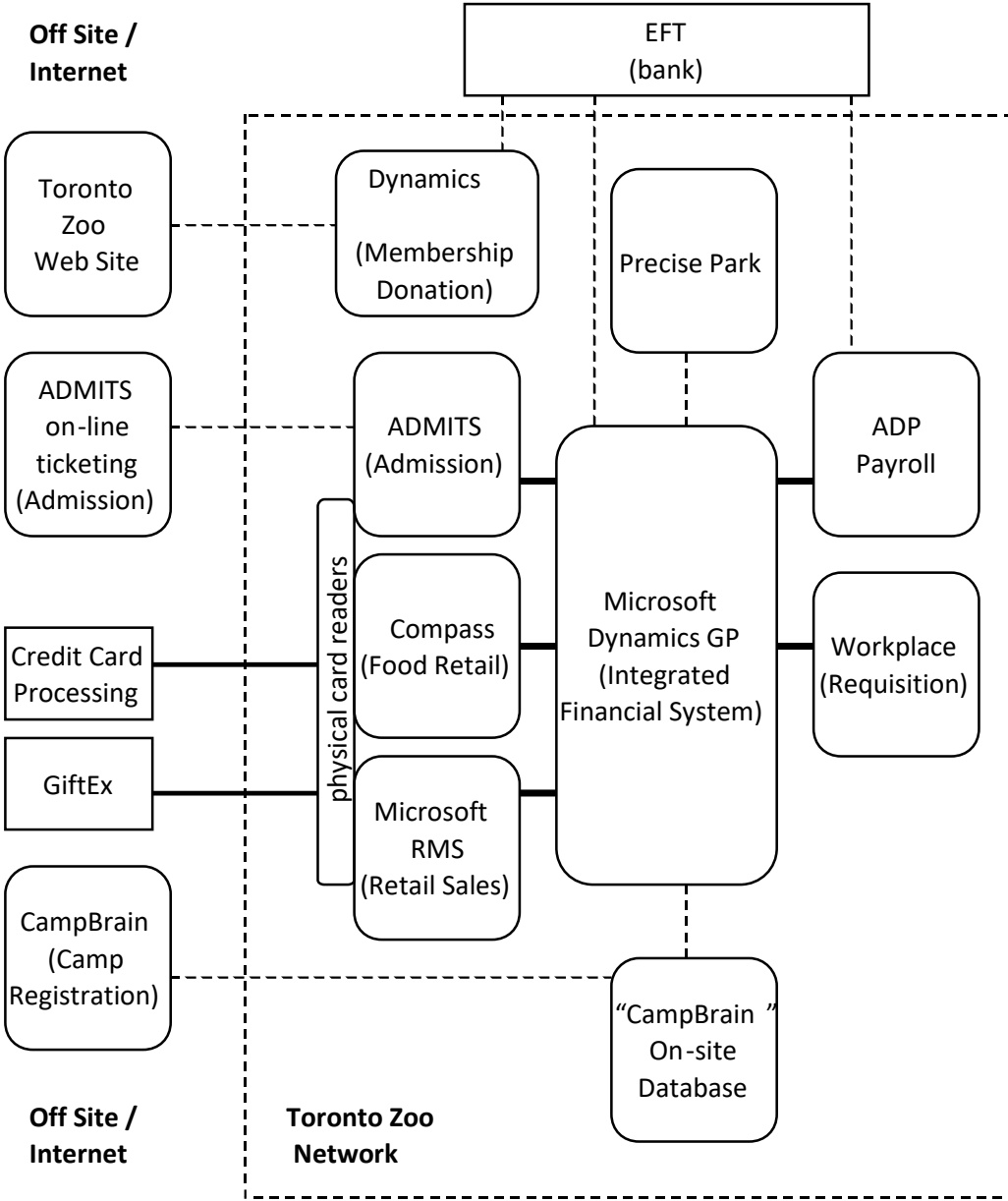
- Microsoft Dynamics -- Memberships and Donation System

-
- Microsoft Dynamics GP -- Integrated Financials
 - Financial System - Microsoft Dynamics GP (general ledger, accounts receivable, purchasing/accounts payable)
 - Inventory -- Microsoft Dynamics GP
 - Fixed Asset -- Microsoft Dynamics GP
 - Service Management -- Microsoft Dynamics GP
 - Purchasing -- Microsoft Dynamics GP for purchasing
 - Paramount Technology Workplace Requisition -- Purchase Requisition
 - Microsoft RMS -- Retail Sales (Point of Sales)
 - Volante -- Food Sales System (Point of Sales)
 - ADMITS (Stream in Admission Technologies Admission system) – Admission system, with an off-site on-line ticketing component that is not active
 - CAMP BRAIN -- Registration off-site hosted application, with a corresponding on-site database
 - Precise Park -- Parking System
 - ADP Pay Specialist -- Payroll System
 - Toronto Zoo Website with integrated Shopify for membership sales.
 - Toronto Zoo Web site containing forms (e.g. membership application forms)
 - Excel based budgeting
 - Human Resources

The integrations among these systems are limited. The Microsoft Dynamics GP is a set of integrated systems or modules. There are automated interfaces from ADMITS, ADP, Microsoft RMS Retail Sales and Volante Food Sales systems to the Microsoft Dynamics for sales summary GL transactions. The Workplace requisition is integrated to the Microsoft Dynamics purchasing. The POS systems also have interfaces to external credit card processing and gift card processing services, via the physical card reading devices. In all other instances, manual entries and reports or file transfers are used in lieu of integrations and interfaces.

The following diagram shows the overall application architecture:

Toronto Zoo Application Architecture



3.6 **Current networking, Software and Hardware environment**

The proponent's proposal needs to comply with and operate within the Toronto Zoo's network and technology environment.

Current Toronto Zoo Network Environment

The Toronto Zoo's network environment may be summarized as:

- The network is part of an overall City of Toronto internal WAN/LAN network with the WAN connected by fiber optics. The network is highly secured and in-bound traffic to this network is, for all practical purpose, prohibited. Remote access, where allowed, is by special arrangement only.
- The network software is a combination of both Microsoft file sharing and Office 365 services.
- The network equipment, routers, and firewalls are predominately Cisco.
- Within the Toronto Zoo, there is currently very limited wireless access using security protocol WPA 2.0
- Access to the Internet from Toronto Zoo is via a proxy server located outside of the City's network environment and firewalls, such that only outbound traffic is allowed.
- The Toronto Zoo's Web site is hosted outside the City's network environment. Data exchanges are strictly controlled, via e-mails and file transfers initiated from the Toronto Zoo.
- The Toronto Zoo has "public access" applications on its Web site and on a hosted "CAMPBRAIN" On-line Camp Registration system. Again, data exchanges are strictly controlled, via e-mails and file transfers initiated from the Toronto Zoo.

3.6.1 **Software and Operating System Environment**

The Toronto Zoo's software and operating environment may be summarized as:

- Server operating system is Microsoft Server, with the most recent version being Server 2016
- Database Management System software is Microsoft SQL Server, with the most recent version being MS SQL 2012.
- Desktop operating system is predominately Microsoft Windows 8.1, moving towards Microsoft Windows 10.
- Office software is Microsoft Office 2013 and Office 365.

3.6.2 **Hardware Environment**

Server

Currently, Toronto Zoo typically assigns specific server to each major system. We are planning on moving to the cloud ie Azure. As where all our current Office 365 resides.

Desktop and peripheral devices

Standard Workstation

Computer: HP EliteDesk Ultra-Slim Desktop, 8GB RAM, 512GB Hard Drive
Monitor: 22" LCD XVGA
Windows 10

Laptops:

Lenovo i5 8GB ram 256Gb HD Windows 10

POS Hardware:

Computer: HP Compaq EliteDesk Ultra-Slim Desktop, 8GB RAM, 512GB Hard Drive
Keyboard: Cherry G80-8113LRBUS-0,
USB Printer: Insight ITH280-USB-DG,
Cash Drawer: Media Plus p/n 266-125203372-04,
Monitor: Insight ELOE537168 Touch Screen,
Scanner: Symbol - SBLLS9208-7NNK0100D,
Pinpad: Ingenico 5310 - USB

3.7 **Scope of Work**

The proposal is for an implementation of Dynamics 365 financial module to replace current GP 2010. The solutions must include software, all implementation services and on-going support.

The functions that comprise the base scope for the Dynamics 365 financial system and are viewed as the top priority for inclusion in the system are as follows:

- Financial System - Microsoft Dynamics GP (general ledger, accounts receivable, purchasing/accounts payable)
- Inventory -- Microsoft Dynamics GP
- Fixed Asset -- Microsoft Dynamics GP
- Service Management – Microsoft Dynamics GP
- Purchasing -- Microsoft Dynamics GP for purchasing
- Budgeting Module – currently excel based
- Human Resources

3.7.1 **Software Licensing Requirements:**

Numbers of concurrent users are as follows:

- Finance
 - Director of Finance : 1 Concurrent User
 - Manager of Finance ; up to 3 Concurrent Users
 - Clerks in Finance ; up to 7 Concurrent Users
 - Purchasing ; up to 3 Concurrent Users
- Information Technology : 1 Concurrent User
- Managers for reporting on departments ; up to 55 Concurrent Users

Proponents must identify how the software licensing and pricing are formulated.

3.7.2 **Description of Integration Requirements**

The integration requirements are specified within the specifications. This section provides an overview and description of the integration and interfaces.

It is expected that Dynamics 365(D365) finance will provide automated interfaces from and to the following systems. The term “provide” means submission of data via automated interfaces:

- Daily summary batch
- ADMITS (Admission System) –ADMITS will provide Dynamics 365 with members’ usage of zoo admission, so that CRM will have the history of admission and event usages by members.
- Microsoft RMS (Retail Sales) -- RMS will provide Dynamics 365 with members’ retail sales transactions, so that CRM will have the history of retail purchases by members.
- Volante (Food Sales) -- Volante will provide Dynamics 365 with members’ food sales transactions, so that CRM will have the history of food purchases by members.
- Precise Parking Precise Parking will provide Dynamics 365 with members’ parking transactions, so that CRM will have the history of parking usages by members.

- EFT Transactions --. Dynamics 365 will receive or load files containing completed EFT transactions as processed by the bank. Toronto Zoo's bank is RBC.

4.0 PROPOSAL CONTENT

Proposals submitted in response to this RFP should be detailed sufficiently and demonstrate attention to the scope of the request as outlined in Section 3.0 of the RFP and included the following:

4.1 Proposal Response Format

Proponents should structure their responses in the order outlined below:

- 1) Title Page
- 2) Letter of Introduction
- 3) 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 10.0.
- 4) Table of Contents
- 5) Executive summary
- 6) Company Background
- 7) Proposed application software and computing environment with the description of software modules
- 8) Third Party Products/Optional software if any
- 9) Responses to Functional Requirements, Appendix A
- 10) Description of Integration Plans
- 11) Implementation, Support, and Training Plans
- 12) On-Going Support Program
- 13) Client references
- 14) Cost quotations itemizing software, all implementation costs, training, travel expenses, and on going support
- 15) Contract terms and conditions

5.0 SCHEDULE OF EVENTS (TIME PERIOD FOR IMPLEMENTATION)

Tasks	Date
RFP Released	2022-01-03
Last day for Submission of Questions	2022-01-12
RFP Closing	2022-01-28
Short List Contacted	Week of 2022-01-31
Product Demonstration	Week of 2022-02-14
Contract Award	Week of 2022-02-21
Discovery Start	Week of 2022-02-21
Implementation Start	Week of 2022-02-28
Anticipated Go-Live	2022-04-29

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

5.1 Based on this date, provide work schedule detailing the timing of tasks and significant activities or milestones.

6.0 PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated through a comprehensive review and analysis by the Evaluation Committee.

The aim of the Evaluation Committee will be to select the Proposal which in its opinion meets the Toronto Zoo's requirements under this RFP and provides the best overall value to the Toronto Zoo.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Evaluation Committee will be final and binding.

6.1 Selection Criteria

The Evaluation Committee will utilize the evaluation and selection process to establish a Total Score for each Proposal as noted in 7.2 below. Based on this scoring, high-scoring proponents may be asked to attend an interview, and a final selection made on the basis of proposal and interview evaluation.

6.2 Selection Process

The Evaluation Committee will score the proposals using the Evaluation Criteria Table below.

Evaluation Criteria Table

Criteria	Points available to be awarded
Company Profile and Experience.	5
Please convey a list of governments or non-profit sectors currently using the software.	5
Team composition – a listing of personnel who be assigned to this project, a brief description of each person's role and whether any have recent experience/expertise in this area	15
A general work plan and estimated timeframes for installation and configuration.	10
Written response	40
A description of the solution proposed (10)*	
Total Technical Evaluation	75
Minimum Technical Evaluation Threshold (70%)	52.5
Price	25
TOTAL	100
Interview: At the discretion of the Toronto Zoo, proponents who have received a high ranking may be invited to an interview with the Evaluation Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the Preferred Proponent.	
Proponent's Demonstration	50

*The description of the proposed solution should not exceed ten (10) pages and should at least include at least the following: evidence that the Proponent understands the goal to be achieved; products been proposed; proposed solution meets requirements, desire end result will be achieved; integration issues

Pricing

Pricing is worth 20 points of the total score. Pricing will be scored based on a relative pricing formula of each Proponent. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a Proposal for, which will be calculated in accordance with the following

- a. The lowest cost proposal receives 20 points.
- b. The remaining Proposals are assigned based on the following formula

Lowest cost proposal ÷ Proponent's Price x Weighting = Proponent's Pricing Points:

The vendor must be available to provide a demonstration of their product, if requested by the Toronto Zoo. This demonstration will be based upon a script that will be provided to the short-listed vendors.

6.3 Based on the initial submission proposal scoring, high-scoring Proponents may be asked to attend an interview. A Total Score (Interviewed Proponents) will be determined, including the Proponent's interview score. This Total Score (Interviewed Proponents) will be used for the final ranking of Proponents.

At this meeting, the Vendor may be required:

- To demonstrate their product or service to confirm its effectiveness for use as per the requirements described in the Functional Requirements
- To provide any clarifications on the RFP Response
- To verify their qualifications for undertaking the work

The Zoo in its sole discretion may contact any or all short-listed vendors to choose a representative to attend a meeting at our offices using the above Evaluation Table.

2.1 Step 3 – Evaluation of Presentations (If Required)

- 2.1.1 Invited Proponent(s) shall provide presentations in support of their Proposals or to demonstrate or otherwise expand on the information contained therein.
- 2.1.2 The representative of a Proponent at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.
- 2.1.3 The staff team proposed by the Proponent is an important element in the selection criteria and should be present for the interviews.
- 2.1.4 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.
- 2.1.5 The Evaluation Committee may interview any Proponent(s) without interviewing others, and the Board will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process
- 2.1.6 The final score is then calculated as illustrated in the following table:

Evaluation	Score
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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
Total maximum score including Presentation	150

- 2.1 By responding to this Proposal, the Proponent agrees to accept the recommendation of the Evaluation Team as final.
- 2.2 All Proposals shall be submitted by the Proponent on the understanding that the Proposals shall become the property of the Zoo.
- 2.3 After the Toronto Zoo selects a Preferred Proponent or Preferred Proponents, then it may:
- 2.4 Enter into a Contract with the Preferred Proponent;
 - a) or enter into discussions with the Preferred Proponent to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
 - b) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - c) negotiation of amendments to the Preferred Proponent's price(s).

If at any time the Toronto Zoo reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Toronto Zoo may then either open discussions with another Proponent or terminate this RFP and reissue the RFP or obtain the Parking Equipment and Services in some other manner.

6.4 Clarifications

As part of the evaluation process, the Evaluation Committee may make requests for further information with respect to the content of any Proposal in order to clarify the understanding of the Proponent's response. The clarification process shall not be used to obtain required information that was not submitted at time of close or to promote the Proponent's company.

The Evaluation Committee may request this further information from one or more Proponents and not from others.

6.5 Evaluation Results

Upon conclusion of the evaluation process, a final recommendation will be made by the Evaluation Committee.

Proposal evaluation results shall be the property of the Toronto Zoo and are subject to MFIPPA. Evaluation results may be made available to members of the Board/City Council on a confidential basis and may be subject to public release pursuant to MFIPPA.

6.6 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.

7.0 **GENERAL TERMS**

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 **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.

7.3 **Invoicing:**

Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Toronto Zoo. The Proponent's HST/GST registration number must be indicated on the invoice.

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

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

7.4 **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.

7.5 **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.

7.6 **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.

7.7 **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.

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.

7.8 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.

7.9 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

7.10 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.

7.11 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.

7.12 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.

7.13 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 post-consumer 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.

7.14 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.

7.15 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 and the Proponent shall have no rights of sale or production other than the use for personal promotion of the author.

7.16 Addenda

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

7.17 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.

7.18 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.

7.19 Termination of Contract

The Toronto Zoo reserves the right to terminate any contract for any reason of:

- (a) Non-conformance to the terms of the contract
- (b) Inability to supply or deficiencies in the standard of service or products being supplied
- (c) In the event the Contractor shall fail to maintain or keep in force any terms and conditions of the contract, the Toronto Zoo may notify the Contractor in writing of such failure and demand that the same be remedied within thirty (30) days. Should the Contractor fail to remedy the same within the same period, the Toronto Zoo shall then have the right to terminate the contract by giving the Contractor thirty (30) days written notice.

The Toronto Zoo shall be the sole judge what constitutes unacceptable service.

7.20 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.

7.21 Assignment

The Contractor shall not assign or subcontract any of its obligations except as contained in the contract without the prior written approval of the Toronto Zoo.

7.22 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

7.23 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 the authority to bind the Company** and 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:
I have the authority to bind the corporation	
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.	%	

8.1 LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS		
<p>The Bidder proposes to sublet the following portions of the Work to the persons, firms, or corporations indicated below:</p>		
SERVICE	NAME/ADDRESS	TELEPHONE

- Insert “Own Forces” for every portion of the **Work** which the contractor will be performing without a subcontractor.
 - Bidder shall specify nature of work for each “Other” sub-contract.

SUBMISSION LABEL (N/A)

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 labelled or submitted to an address other than the one listed on this label.

Proponent Name

**RFP 22 (2021-12) – Discovery, design and implementation of Dynamics 365
Friday, 2022-01-28, 1200 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 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:	

APPENDIX A – FINANCE ERP REQUIREMENTS

APPENDIX B – Project Team Task and Time Form

PHASE 1 Analysis & Discovery		Team Members (by role) and Expected Effort (in hours) per Activity				
Description of Service/activity	Primary Team Member	Years' Exp.	Hours	Alternate Team Member	Hours	Years' Exp.
PHASE 2 Implementation & Training		Team Members (by role) and Expected Effort (in hours) per Activity				
Description of Service	Primary Team Member	Years' Exp.	Hours	Alternate Team Member		Years' Exp.

APPENDIX C – COSTING/FEE FORM

	Name	Task Description		Cost/Fees
Phase 1 Analysis and Discovery				
				\$
				\$
				\$
				\$
Phase 2 Implementation & Training				
				\$
				\$
				\$
				\$

APPENDIX D – SCHEDULE OF PRICES

Table 1 - ONE TIME ACQUISITION COST

Line	Description	Quantity Required	Unit Cost	Extended Cost
1				
7				
8	TOTAL			

Table 2 - License Cost (non-profit monthly) for Full Implementation in 2022

Line	Description	Quantity Required	Unit Cost	Extended Cost
1				
2				
3				
4				
5				
6				
7				
8	TOTAL			

Table 3 - Standard Support and Maintenance

Line	Description	Support and Maintenance for 12 months after Implementation acceptance	Support and Maintenance in Year 2	Support and Maintenance in Year 3
1		included in first year Warranty		
2		included in first year Warranty		
3		included in first year Warranty		
4		included in first year Warranty		
5		included in first year Warranty		
6	Cost to support Customization	included in first year Warranty		
7	Sub-Total	included in first year Warranty		

Table 4 Post-Implementation Custom Enhancement Hourly Rate Form

Line	Description	Hourly Rate 8-40 Hours	Hourly Rate 41-120 Hours	Hourly Rate 121-240 Hours
1	Data conversion assistance	\$_____/hr	\$_____/hr	\$_____/hr
2	Custom development	\$_____/hr	\$_____/hr	\$_____/hr
3	Custom report writing	\$_____/hr	\$_____/hr	\$_____/hr
4	Database administration Data manipulation Database Scripting	\$_____/hr	\$_____/hr	\$_____/hr

APPENDIX E – REFERENCE FORM

Provide the name, location, client reference and brief description of three (3) projects in the last three (3) years under the direct responsibility of the proponent.

Contract One			
Client / Company Name:			
Representative for theClient:		Phone No.	
		Email Address:	
Location:			
Nature / Scope of Work:			
Start/End Date of Contract:			

Contract Two			
Client / Company Name:			
Representative for theClient:		Phone No.	
		Email Address:	
Location:			
Nature / Scope of Work:			
Start/End Date of Contract:			

Contract Three			
Client / Company Name:			
Representative for theClient:		Phone No.	
		Email Address:	
Location:			
Nature / Scope of Work:			
Start/End Date of Contract:			