

# Strategic, Master, Business Planning Request for proposals



Fresno's Chaffee Zoo Corporation (FCZ) is soliciting Proposals from qualified professional vendors for strategic, master and business planning services. The qualified vendor shall submit for one, two or all three opportunities to facilitate a wide range of audience discussions, communication and produce deliverables as described below. The timeline of the project is negotiable, but we expect to start in June 2021.

Submittals for the specified service shall be received by Steven Gonzales-Warkentin via email at [sgonzales-warkentin@fresnochaffeezoo.org](mailto:sgonzales-warkentin@fresnochaffeezoo.org), until the date cited below. All submittals must be in PDF format. Questions must be addressed to Laura Martina, [lmartina@fresnochaffeezoo.org](mailto:lmartina@fresnochaffeezoo.org). Fresno's Chaffee Zoo Corporation reserves the right to reject any or all submittals, or to withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a Firm is selected or all submittals are rejected.

**SUBMITTAL DUE DATE:** April 14, 2021 close of business  
**SUBMITTAL LOCATION:** [Sgonzales-warkentin@fresnochaffeezoo.org](mailto:sgonzales-warkentin@fresnochaffeezoo.org)  
Attn: Steven Gonzales-Warkentin

## 1. INSTRUCTIONS TO OFFERORS

**1.1 Submittal Format: All submittals must be in electronic PDF format.** FCZ will not provide any reimbursement for the cost of developing or presenting the submittals in response to this solicitation. Failure to include any requested information may have a negative impact on the evaluation and/or may result in the rejection of the submittal. Interested firms should submit a one-page cover letter confirming interest in one, two or all three services requested, outlined in section 3.2. Your proposal should clearly address the evaluation criteria. Resumes for each key team member shall be limited to a maximum length of two pages and should be attached as an appendix to the evaluation criteria.

**1.2 Where to Send Submittals:** In order to be considered, the submittal must be received by FCZ, attention Steven Gonzales-Warkentin via email [sgonzales-warkentin@fresnochaffeezoo.org](mailto:sgonzales-warkentin@fresnochaffeezoo.org) by no later than the submittal date.

**1.3 Inquiries:** Any question related to this solicitation shall be directed to Laura Martina, FCZ's Chief People Officer. Questions must be submitted in writing by email. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

NOTE: It is the responsibility of all interested parties to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due time and date.

**1.4 Offer and Acceptance Period:** In order to allow for an adequate evaluation, FCZ requires an offer in response to this RFP to be valid and irrevocable for sixty (60) days after the opening time and date.

**1.5 Right to Negotiate:** Notwithstanding any other provision of the solicitation, FCZ reserves the right to:

- (1) waive any immaterial defect or informality;
- (2) reject any or all offers, or portions thereof;
- (3) reissue the solicitation; or
- (4) negotiate the term of any provision of the agreement.

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**1.6 Late Proposals:** Late submittals shall not be considered.

**1.7 Withdrawal of Submittal:** At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the proposal by submitting a written request stating the reason for withdrawal.

**1.8 Amendment of Solicitation:** The offeror shall acknowledge receipt of a solicitation amendment by signing and returning the document by the specified due time and date.

**1.9 Confidential Information:** If a person believes that any portion of a submittal, offer, specification, protest, or correspondence contains information that should be withheld, then the Chief Executive Officer should be so advised in writing. FCZ shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.

**1.10 Upon Notice of Intent to Award:** The apparent successful offeror shall sign and file with FCZ, within ten (10) days after Notice of Intent to Award, all documents necessary including but not limited to, certificates of insurance.

**1.11 Evaluation Process:** All submittals shall be evaluated in accordance with the evaluation criteria stated herein.

**1.12 Offer & Execution:** Offerors shall submit the Offer page located in this RFP with their submittal, acknowledging (i.e. signature) their intent to enter into negotiations on this solicitation. In addition, offerors are reminded that they will be required to agree to the Special Terms and Conditions. As such, any exceptions to the Terms and Conditions shall be identified in the offeror's submittal.

**1.13 Exceptions to Contract Provisions:** A response to any RFP may be an offer to contract with FCZ based upon the provisions contained in FCZ's Request for Proposals, including but not limited to, the specifications, scope of services, and any terms and conditions. Offerors who wish to propose modified provisions must clearly identify the proposed deviations and any proposed language in their submittal. However, the provisions of the Request for Proposals cannot be modified without the express written approval of the Chief Executive Officer or his designee. Proposed modifications or exceptions to the indemnification language will not be considered. If an offer is returned with modifications to the provisions of the Solicitation that are not expressly approved in writing by the Chief Executive Officer or his designee, the provisions contained in FCZ's Request for Proposals shall prevail.

## 2. EVALUATION OF PROPOSALS

### 2.1 Proposal Evaluations Criteria (listed in relative order of importance)

- A. Past record of success
- B. Understanding of services to be provided
- C. Personnel expertise
- D. Project approach
- E. Best Value

**2.2 Requirements Specific to Evaluation Criteria:** The narrative portion and the materials presented in response to this Request for Proposals should be submitted in the same order as requested.

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### 3. SCOPE OF SERVICES

**3.1 Background Information:** Fresno’s Chaffee Zoo Corp. has been an important resource to the Fresno community since 1929 and is undergoing major facility changes thanks to the generosity of the Fresno County taxpayers who approved Measure Z in November 2004. Funding from Measure Z, a tenth of a cent sales tax, will be utilized to support and improve Fresno Chaffee Zoo.

Operated by the not-for-profit Fresno’s Chaffee Zoo Corporation, Fresno Chaffee Zoo is dedicated to the conservation of wildlife, providing engaging educational experiences and becoming the “point of destination” in the San Joaquin Valley.

**3.2 Services Required:** The following details the services requested. **Please clearly indicate 1, 2, and/or all 3 services within your proposal:**

**1. Strategic Plan Development-** Facilitate the creation of the Zoo’s Strategic Plan that will inform the Master Plan and Business Plan. Build consensus and support stakeholders as they identify a vision, mission and goals for Fresno Chaffee Zoo. Identify trends that can be discerned into specific needs, goals and actionable tasks. Participate in the development of the Master and Business Planning processes to insure alignment.

**Key requests:** Provide proposed schedule, develop assessment tools, conduct research, facilitate discussion, and develop documents.

**2. Master Plan Development-** Develop a Zoo wide Comprehensive Master Plan aligned with the Strategic Plan and Business Plan. Develop clear project definitions for the next capital campaign, and a phased approach to all areas within the Master Plan.

**Key requests:** Review of existing conditions, develop high level interpretive approach, analyze existing revenue generation opportunities and collection plan needs to support the future business and master plan. Develop Master Plan concepts, including conceptual artwork, considering all stakeholders. Verify the feasibility of each of these concepts and create a final Master Plan documents. Participate in the development of the Strategic and Business Planning processes to insure alignment.

**3. Business Plan Development-** Develop a sustainable Business Plan that supports the Strategic and Master Plans. Identify sustainable and viable financial, operating and business strategies to support the proposed facility concepts.

**Key requests:** Identify financial and operating benchmarking for the proposed facility concepts. Identify cost/benefit analysis for operating strategies to further leverage the Zoo’s investment – both in the short- and long-term. Identify operating planning assumptions and timelines to support the proposed facility concepts. Deliver written report with assumptions, projections, financial models and implementation strategies. Participate in the development of the Strategic and Master Planning processes to insure the Business Plan supports and aligns with future goals and objectives.

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### 3.3 Submittal Requirements

1. Introduction:

Basic Information: Submittal date  
Primary Firm name and address  
Phone number  
E-Mail address  
Established (date)  
Names of additional partners/vendors

2. General Primary Vendor Information – Please provide the following information:

- a. Length of time in business
  - b. Length of time in business of providing proposed services
  - c. Total number of clients
  - d. Location of headquarters and any field offices
  - e. Location of office which would service this account
3. Describe how your firm is positioned to provide the services listed above and provide a history of experience on providing similar services.
4. Describe your approach to and your methodology for successful project completion.
5. Describe the timeline you recommend for a project of this size.
6. Describe how your organization will address alternate plans resulting from restrictions related to the pandemic. Currently, there is no required quarantine when traveling into California on essential business, i.e., traveling for work.
7. Provide the name, title, address, and telephone number of three references for clients whom you have provided similar services. Please provide information referencing the actual services provided, organization size, industry and outcomes.
8. Staff Resources – Identify names of principals and key personnel who will actually provide the services from all outside partners/vendors. Summarize the experience and expertise of these staff. Describe the role and responsibilities that each of these individuals will have.
9. If your company has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. If default occurred, list complete name, address and telephone number of the party. If no such terminations for default have been experienced by the vendor in the past five years, declare that. FCZ will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of this vendor.

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### 10. Cost of Services:

- a. The proposal must contain the fee you are proposing for the scope of work requested.
- b. Describe how your services are priced, and any specific pricing you are able to provide along with any exclusions.
- c. Define any additional charges (e.g. travel expenses).
- d. Include discounts being offered.

## 4. GENERAL

**4.1 Interviews:** FCZ reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, FCZ may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into considerations when evaluating the stated criteria. FCZ shall not reimburse the offeror for the costs associated with the interview process.

**4.2 Additional Investigations:** FCZ reserves the right to make such additional investigations as it deems necessary to establish the competence of any offeror submitting a proposal.

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### SPECIAL TERMS AND CONDITIONS

1. **Inspection of Premises:** Offerors may inspect the premises prior to submitting an offer in order to be fully aware of the Scope of Services required. Failure to do so will in no way relieve the successful offeror from performing in accordance with the conditions of the solicitation. Arrangements for on-site inspections of premises can be made with Laura Martina [lmartina@fresnochaffeezoo.org](mailto:lmartina@fresnochaffeezoo.org) 559-498-5953.

### STANDARD TERMS AND CONDITIONS

1. **Advertising:** Firm shall not advertise or publish information concerning FCZ without prior written consent of the FCZ's Chief Executive Officer.
2. **Americans with Disabilities Act:** Firm shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
3. **Assignment-Delegation:** No right or interest shall be assigned by Firm without prior written permission of FCZ, and no delegation of any duty of Firm shall be made without prior written permission of the CEO. FCZ shall not unreasonably withhold approval and shall notify Firm of FCZ's position by written notice.
4. **Confidentiality of Records:** Firm shall establish and maintain procedures and controls that are acceptable to FCZ for the purpose of assuring that no information contained in its records or obtained from FCZ or from others in carrying out its functions shall be used by or disclosed by its agents, officers, or employees, except as required to efficiently perform duties. Persons requesting such information should be referred to FCZ. Information pertaining to individual persons shall not be divulged other than to employees or officers of Firm as needed for the performance of duties unless otherwise agreed to in writing by FCZ.
5. **Duplexed/Recycled Paper:** In accordance with efficient resource procurement and utilization policies adopted by FCZ, Firm shall ensure that, whenever practicable, all materials produced by Firm in the performance of the agreement are duplexed (two-sided copies), printed on recycled paper and labeled as such.
6. **Exclusive Possession:** All services, information, computer program elements, reports and other deliverables created under this agreement are the sole property of FCZ and shall not be used or released by Firm or any other person except with prior written permission by FCZ.
7. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default if and to the extent that such party's performance is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence.
8. **Indemnification:** The service provider is solely responsible for and agrees to protect, defend, indemnify, and hold harmless FCZ, its Board of Directors, officers, agents, employees, and volunteers from and against all liability. Also, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by the service provider or its subcontractors. The service provider's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual

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or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever; or any actual or alleged violation of trade regulations. Service Provider further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless FCZ at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation arising out of injuries sustained by any employee of the Service Provider or his subcontractors or anyone directly or indirectly employed by any of them.

9. **Independent Contractor:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

Firm shall not be entitled to compensation in the form of salaries, paid vacation, or sick days by FCZ.

FCZ will not provide any insurance coverage to Firm, including workers' compensation coverage. Firm is advised that taxes, social security payments, and other withholdings shall not be withheld from a FCZ payment and that Firm should make arrangements to directly pay such expenses.

10. **Key Personnel:** It is essential that Firm provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work as defined in the Scope of Services. Firm must agree to assign specific individuals to the key positions.
11. **Licenses:** Firm shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Firm.
12. **Overcharges by Antitrust Violations:** FCZ maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, Firm hereby assigns to FCZ any and all claims for such overcharges as to the materials or services used to fulfill the agreement.
13. **Protection of Property:** Firm shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on FCZ property. If Firm fails to do so and damages such property, Firm shall replace or repair the damage at no expense to FCZ, as determined and approved by FCZ's Chief Financial Officer. If Firm fails or refuses to make such repair or replacement, FCZ will determine a cost and Firm shall be liable for the cost.
14. **Records:** Internal control over all financial transactions related to this agreement shall be in accordance with sound fiscal policies.
15. **Right to Assurance:** Whenever one party has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible termination.
16. **Right to Inspect:** FCZ may, at reasonable times, and at the FCZ's expense, inspect the place of business of Firm.
17. **Rights and Remedies:** No provision on this document or in Firm's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach. The failure of either party to insist upon the strict performance of any term or condition, to exercise or delay the exercise of any right or

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remedy provided by law, or to accept materials or services required by the agreement or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the agreement.

- 18. Taxes:** FCZ shall not be responsible for any taxes that are imposed on Firm.

**OFFER**



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**To Fresno's Chaffee Zoo Corporation:**

The Undersigned hereby agrees to enter into negotiations with Fresno's Chaffee Zoo Corporation to provide the required service in compliance with all terms, scope of work, conditions, specifications, and amendments to the solicitation.

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date