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Chairman
Councillor Raymond Cho
Chief Executive Officer
John Tracogna
Chief Operating Officer
Robin D. Hale

2010-07-21

**REQUEST FOR PROPOSAL
PARTNERSHIP OPPORTUNITY FOR 2010/2011 ECOexecutives PROGRAM
RFP 50 (2010-07)**

The Toronto Zoo wishes to engage the services of a professional and qualified facilitation service provider (or team) to establish a partnership with the Toronto Zoo to produce the 2010/11 Toronto Zoo ECOexecutives Program.

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

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

Date: Thursday, 2010-08-05 Time: 1200 hours (noon) local time

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

For any questions concerning the contract terms and conditions of this RFP, please contact, Peter Vasilopoulos Supervisor, Purchasing and Supply, at 416-392-5916, pvasilopoulos@torontozoo.ca. If you have any technical queries regarding this RFP please contact Mr. Dave Ireland., Curator- Conservation Programs (416) 397-5202.

Yours truly,

R. D. Hale
Chief Operating Officer

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INSTRUCTIONS

1. Review and complete the RFP requirements and enclosed FORMS and return by due date and time, **Thursday, 2010-08-05, 1200 hours (noon) local time**
2. Proposals must not be submitted by facsimile or email.
3. The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal must sign the proposal.
4. Provide four (4) copies of your proposal, one (1) unbound original signed and three (3) copies of the original proposal in a sealed package or envelope. The package containing the Proposal must be labelled with the submission label provided within.
5. All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) where possible and 11 point font.
6. All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal deadline.
7. Pricing should be in Canadian dollars.
8. Quote discounts or quantity price breaks separately on FORMS.
9. If applicable, suggested alternative products or services are acceptable, however all such products must be quoted separately and should not replace the Toronto Zoo's requested product or service.
10. For any questions concerning the contract terms and conditions of this RFP, please contact, Peter Vasilopoulos Supervisor, Purchasing and Supply, at 416-392-5916, pvasilopoulos@torontozoo.ca.

For any technical questions concerning the requirements of this RFP, please contact, Mr. Dave Ireland., Curator- Conservation Programs (416) 397-5202.

1.0 DEFINITIONS

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

1.1.1 “**Board**” means the Board of Management of the Toronto Zoo;

1.1.2 “**Consultant**” means the person, partnership or corporation contracting with the Board to provide the required Services;

1.1.3 “**Contract**” means acceptance by the Toronto Zoo (by way of written acknowledgement, Agreement, Contract or Purchase Order) to furnish Services for money or other considerations;

1.1.4 “**Contract Price**” means the price payable under the contract to the Consultant, being the Proposal Price eventually accepted by the Board of Directors of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;

1.1.5 “**Proponent**” means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;

1.1.6 “**Proposal Price**”, “**Contract**” and “**Contract Documents**” have the meanings set out therefore in clauses contained in these documents;

1.1.7 “**Request for Proposal (RFP)**” means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;

1.1.8 “**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;

2.0 BACKGROUND AND PROJECT SCOPE

The Board of Management of the Toronto Zoo has issued this RFP to invite organizations to submit proposals to establish a partnership with the Toronto Zoo to produce the Toronto Zoo ECOexecutives Program (www.ecoexecutives.org) for the 2010/2011 year. The goal of the RFP is to partner with a Group able to

- 1) facilitate afternoon Action-step discussions and

- 2) co-market and assist with the over-all implementation of the Toronto Zoo ECOexecutives Program in the Fall of 2010 and through the 2011 year – the Zoo is expecting 8-12 Workshops per annum.

The goal is to create a large scale, replicable, revenue sustainable program that would increase the Zoo's profile in the corporate sector and to influence awareness of biodiversity conservation.

The program presents a series of one day sustainability workshops that provide businesses and corporation's practical skills to identify their environmental goals and create practical action plans to reduce their ecological footprint while increasing their bottom line. The program also provides renowned and respected key note and content speakers that will supplement Zoo expertise. Participants are educated on current technologies and information to address and improve operational management for their respective organization. The role of the successful partner is to work in concert with Toronto Zoo to market, develop sales strategies and develop exciting and engaging program schedules.

2.1 Background

The program was launched in September 2009, attracting business leaders, government personnel and large media outlets such as City TV, Toronto Star and Globe and Mail. Workshop participants were given a take home kit which included a USB storage key with all ECOexecutives content, in addition to any information made available by content providers. An interactive website was also created to post work shop information including a photo gallery, media links and additional information on green business incentives. This website has received over 10,000 hits since its launch. For more information please see: www.ecoexecutives.org

ECOexecutives ultimately aims to provide a workshop series to help businesses develop a sustainable approach to business practices and increase the triple bottom line; people, planet and profits.

Scope of Work

Proponents are to provide the following details to demonstrate the following:

- Commitment to educating business executives on better environmental choices that will transform markets towards sustainability

- Experience in developing market-based solutions that increase improvements to both the environment and industry

- Extensive experience in areas of environmental sustainability workshop development, program delivery and coordination, post-evaluation, follow-up and outreach

-
- Extensive knowledge on latest transformative environmental technologies to help improve operational efficiencies and workplace productivity
 - Strong strategic marketing, sales, research and engagement experience with industry leaders
 - Provide a business model, demonstrating a revenue neutral partnership

Proponents must detail the business model including all financial costs and in-kind support that will be expected. Further, proponents must take into consideration the costs to Toronto Zoo operations and provide a partnership that does not negatively impact our operational budget. Costs to the Toronto Zoo that are expected and must be, at a minimum, offset by revenue are:

- Staffing:
 - Coordinator of Education for Sustainable Development (25hrs/week for 24 weeks @ \$27/hr) - \$16,200.00
 - Various Toronto Zoo staff providing content for workshops - \$10,000 per annum (average 10 Workshops)

Proponents must detail in their proposals how they will work with Toronto Zoo marketing and development teams to jointly engage the business and corporate sector and ensure donor and prospect clearance guidelines are met.

2.2 **Resources Provided by the Toronto Zoo**

- Staff: the Coordinator of Education for Sustainable Development Programs – will provide on site coordination and assistance to the facilitator, and will be available 25 hrs/week as the Zoo liaison
- Assets and Site
 - Animal Behind the Scenes Tours
 - Staff expertise for workshop days – Curators, Veterinarians, Educators
 - On-site sustainable Development Projects and Programs
 - Green Roofs – located on top of the Australasia and Tundra exhibit
 - Green Macaques – first geothermal exhibit for Lion-tailed Macaques
 - ECO-Cell – cell phone recycling program that encourages responsible waste management of electronic materials to help preserve Gorilla habitat
 - Solar Thermal Panels – installation on site (95kW)
 - Other on-site Corporate Social Responsibility (CSR) initiatives

- Lectures and Green Team Facilitation; a major component of the ECOexecutives program is to assist businesses in creating and maintaining internal staff “Green Teams” or committees, and the Zoo has been very successful with their own. To this end, the Zoo will assist the proponent develop and implement this section of the Workshop series.
 - Dave Ireland, Curator of Conservation Programs
 Please see www.torontozoo.ca/conservation to obtain more information on the Toronto Zoo Green Team

3.0 SCHEDULE OF EVENTS

The following schedule is planned for the RFP process:

Release of RFP	Wednesday 2010-07-21
Proponents’ Question Deadline	Wednesday 2010-07-28
Submission Due Date	Thursday 2010-08-05
Interviews, if necessary	Week of 2010-08-09
Selection of Preferred Proponent	By Friday 2010-08-20
Award of Contract By the Toronto Zoo	By Friday 2010-08-24
Commencement of Work	Friday 2010-08-27

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

4.0 FEE PROPOSAL

- 4.1 The Consultant shall not perform any Services or Work in excess of services as outlined section 2 of the RFP that would result in an increase in fee payable by the Toronto Zoo without the prior written approval of the Toronto Zoo.

5.0 PROPOSAL FORMAT

- 5.1 Evaluation of Proposals is facilitated when proponents respond in a similar manner. The following page format and sequence should be followed to provide consistency in the Proponent response and ensure each Proposal receives full consideration.
 - 5.1.1 Title page, showing Request for Proposal number, Proponent’s name, telephone number, authorized signature and contact name.
 - 5.1.2 The page letter of introduction, signed by the person or persons authorized to sign on behalf of and bind the Proponent to the statements made on the Proposal.
 - 5.1.3 Duly executed Proposal Form
 - 5.1.4 Corporate Information
 - 5.1.5 Understanding of Requirement and Approach including detailed project management including timetable and how deadlines will be achieved, etc.

- 5.1.6 Team Organization and Experience including resume and three (3) references that demonstrate the Proponent’s experience of providing similar services
- 5.1.7 Proposal budget – business partnership Agreement.

6.0 PROPOSAL EVALUATION CRITERIA

6.1 The Proposals will be evaluated on the basis of the following:

Criteria	Points to be awarded
Inclusion of all proposal requirements within proposal	5
Understanding of assignment	15
Qualifications of key staff	20
Availability	15
Consultant Experience providing similar services	15
Proposal budget – business partnership Agreement.	20
References	10
Total score excluding interview	100
Interview (if required) Proponent who has received a high ranking may be invited to an interview with the Selection 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 presentation and ability to answer questions during Interview	50
Total score including interview	150

Based on the paper 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.

7.0 PROPOSAL TERMS AND PROVISIONS

The successful Proponent shall be retained through a contractual agreement and/or a purchase order, which includes the terms and conditions of this Request for Proposal.

7.1 Consultant’s Liability and Indemnity

The Consultant will from time to time at all times hereafter well and truly save, defend and keep harmless and fully indemnify the Board, the City of Toronto, and the Toronto and Region Conservation Authority and each of their officers, employees and agents (hereinafter called the “Toronto Indemnities”) of, from and against all manner of action, suits, claims, executions and demands which may be brought against or made upon the Toronto Indemnities or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained,

incurred or paid by the Toronto Indemnities, their officers, employees and agents or any of them by reason of or on account of or in consequence of the execution of this agreement or provision of the business or any other work or matter to be carried out or performed by the Proponent with respect to the Request for Proposal or any agreement that may result from the request for proposal process, and/or the non-execution or imperfect or improper execution thereof and will pay to the Toronto Indemnities on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Toronto Indemnities or any of them in consequence of any such action, suit, claim, lien, execution or demand and any monies paid or payable by the Toronto Indemnities or any of them in settlement or discharge on account thereof.

The Consultant shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by his or her employees, or resulting from the prosecution of the Work, or any of their operations, or caused by reason of the existence of location or condition of the works, or of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees to do or perform any or all of the several acts or things required to be done by him or them under and by these General Conditions, and covenants and agrees to hold the Board, the Toronto and Region Conservation Authority and the City of Toronto, their officers, agents, employees, Consultants and invitees harmless and indemnified for all such damages and claims for damage; and in case of the Consultant's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Work, the CEO may, either with or without notice (except where in these Contract Requirements, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant trucks and men, and do such work or things as he/she may deem advisable toward carrying out and enforcing the same and any such action by the CEO as he is herein empowered to take, shall not in any way relieve the Consultant or his/her surety from any liability under the Contract.

7.2 Insurance

7.2.1 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:

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

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

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

- 7.2.3 All policies of insurance required to be taken out by the Consultant shall be placed with insurers licensed to conduct business in the Province of Ontario and shall be subject to the approval of the CEO, acting reasonably.
- 7.2.4 The Consultant shall deliver to the Board evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the Chief Operating Officer acting reasonably.
- 7.2.5 All insurance policies shall be endorsed to provide a minimum advance written notice of not less than thirty (30) days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made to the Chief Operating Officer.
- 7.2.6 The provisions of this section shall no way limit the requirements and obligations imposed on the Consultant elsewhere in the Contract, nor relieve the Consultant from compliance therewith and fulfillment thereof.
- 7.2.7 The parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the Contract

7.3 Incurred costs

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

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

7.4 Offer

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

7.5 Representation of Information

While the Toronto Zoo has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Toronto Zoo, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

7.6 Termination

Nothing herein shall be construed as giving the Proponent the right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to the Toronto Zoo; and in the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this agreement, the Proponent shall be paid only for the portion of the work which shall have been satisfactorily completed at the time of termination.

7.7 Ownership and Confidentiality of Board-Provided Data

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

- 7.7.1 is and shall remain the property of the Board
- 7.7.2 must be treated by Proponents and Prospective Proponents as confidential;
- 7.7.3 must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

7.8 Ownership and Disclosure of Proposal Documentation

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

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

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

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

7.9 Conflict of Interest Statement

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

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

awarding of any agreement to the Proponent until the matter is resolved to the Toronto Zoo's sole satisfaction.

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

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

7.10 No Collusion

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

7.11 Acceptance

By submitting a Proposal the Proponent agrees to all of the terms and conditions of this Request for Proposal.

7.12 Governing Law

Any conflict resulting from this RFP will be governed by and will be construed and interpreted in accordance to the laws of the Province of Ontario.

8.0 PROPOSAL FORM

8.1 I hereby submit the Proposal and will comply with all terms, conditions, specifications and drawings (when provided) as set out herein.

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

This form must be completed, properly signed and received on or before the date and time specified or your Proposal will not be considered. Proposal prices shall remain in effect for a period of ninety (90) days from the Proposal due date.

Right to Accept or Reject Proposals

The Board of Directors 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.

Release of Proposal Information

By signing and submitting this proposal, you are agreeing to the release of your Proposal information, as deemed necessary by the Toronto Zoo, in order to conduct business associated with this Proposal or project.

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.	

Other reasons or additional comments (please explain):

Company Name:	
Address	
Contact Person:	
Signature of Company Representative:	
Date:	
Phone Number:	
Email address	
Fax Number:	

SUBMISSION LABEL

This address label should be affixed to the front of your sealed tender, quotation and proposal envelope/package submission. Toronto Zoo will not be held responsible for envelopes and packages that are not properly labelled or submitted to an address other than the one listed on this label.

Vendor Name

**RFP 50 (2010-07) - PARTNERSHIP OPPORTUNITY FOR 2010/2011
ECOexecutives PROGRAM**

Closing: Thursday, 2010-08-05, 12:00 hours (noon) local time

**TO BE RETURNED TO
Toronto Zoo
Supervisor, Purchasing & Supply
ADMINISTRATIVE SUPPORT CENTRE
361A OLD FINCH AVE.
SCARBOROUGH, ONTARIO
M1B 5K7**
