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Robin D. Hale

2014-06-10

**REQUEST FOR PROPOSAL
RFP 17 (2014-06)
KOSHER FOODS PROVIDER
REVENUE SHARE AND SPONSORSHIP OPPORTUNITY**

The Toronto Zoo is inviting proposals from qualified and experienced food provider(s) possessing the qualification, ability, capacity and success to be the exclusive provider of kosher food (Kosher, Halal and vegetarian products) and a potential sponsorship for the period 2014-2018.

The Proposal package includes Instructions, Background, Project Description, Proposal 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 completed proposal, one (1) unbound, signed original and three (3) copies of the original proposal at the office of Purchasing & Supply, Toronto Zoo, Administrative Support Building, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

Date: Tuesday, 2014-06-24 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 & Supply, at 416-392-5916, pvasilopoulos@torontozoo.ca. Deadline for written questions is Monday 2014-06-16 at 1200 hours (noon) local time.

If you have any technical questions concerning the requirements of this RFP, please contact Robin Hale, Chief Operating Officer at 416-392-5913 or rhale@torontozoo.ca.

Yours truly,

Robin 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, **Tuesday, 2014-06-24, 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. 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.
9. Provide references of at least three (3) clients for whom for whom the Proponent has satisfactorily provided similar service within the past five (5) years.

Toronto Zoo, in its sole discretion, may confirm the Proponent's experience and or ability described in its Proposal by checking the Proponent's references. The provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

Toronto Zoo reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference checks.

10. If requested, Bidders must provide a copy of the most recent Public Health Inspection report within three (3) days of the request.
11. If requested, Bidders must provide as part of the evaluation samples menu items including the ingredients, and content of each kosher food item.
12. For any questions concerning the contract terms and conditions of this RFP, please contact, Peter Vasilopoulos, Supervisor, Purchasing & Supply, at 416-392-5916, pvasilopoulos@torontozoo.ca.

For any technical questions concerning the requirements of this RFP, please contact Robin Hale, Chief Operating Officer at 416-392-5913 or rhale@torontozoo.ca.
13. Deadline for written questions is Thursday 2014-06-05 at 1200 hours (noon) local time.

1.0 DEFINITIONS

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

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

1.1.2 “**Proponent**” means the person, service provider or corporation contracting with the Toronto Zoo 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 Proponent, 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 Proponent to meet the Proponent’s obligation under this Contract;

2.0 BACKGROUND & GENERAL REQUIREMENTS

The Toronto Zoo opened August 15, 1974 and in 2014 we are proud to be celebrating our 40th anniversary. Home to more than 5,000 animals and 300 exhibits representing the world’s biomes, the Zoo is situated on 710 acres of land in the picturesque Rouge Valley. The Zoo attracts approximately 1.3 million visitors annually and is open all year round, with the exception of December 25th. In 2013, the Toronto Zoo received a pair of giant pandas from China on loan for a five year period as part of an international conservation program.

It is anticipated that during the five (5) year duration of the popular Giant Panda Exhibit, an incremental 1.0 million visitors will also attend the Zoo. Visitors to the Toronto Zoo are family oriented and tend to be concerned about the environment and the quality of life for their children. Your relationship with the Toronto Zoo as the preferred Kosher foods Services Provider will enable your organization to gain recognition and exposure within this key demographic as listed below:

- Core audience is 57% female.
- 58% have one or more children under 18.
- \$91,000 average household income, 30% with 100K+ (versus 24% for other Toronto attractions).
- 57% have post secondary or higher education.
- 85% come from the City of Toronto, GTA and Ontario.

General Requirements

The Toronto Zoo is inviting proposals from kosher food operators possessing the qualifications, ability, capacity and success in providing kosher foods to be the preferred provider of kosher food for the Toronto Zoo. Proposals received which demonstrate a sponsorship element will be considered favourably. It is also expected that the successful proponent would have the ability to operate during Zoo operating hours from Sunday to Friday.

Kosher food provided must be of good quality only, must be prepared under sanitary conditions in accordance with good commercial practice and must comply with all relevant Regulations including, but not limited to Ontario Food Premises Regulations 562, under the Health Protection and Promotion Act, R.R.O. 1990. A copy of the regulations can be found on the [e-Laws Site](#).

3.0 AWARD & CONTRACT REQUIREMENTS

- a. The successful proponent will be expected to enter into a formal agreement in a form prescribed by the Toronto Zoo.
- b. The proposed agreement between the Toronto Zoo and successful proponent would include, but not limited to, the following:
 - Enter into an agreement with the Toronto Zoo where they would be the Kosher Food provider at our existing on site food service locations (TBD) and two additional ‘mobile kiosks’ to be deployed at busier times of the year;
 - Provide Kosher, Halal and vegetarian products and other products they can suggest that would complement the menu;
 - Enter into a profit sharing arrangement
 - Outline of an annual contribution in kind or sponsorship;

The proposed agreement would align with the remaining four years of the Giant Panda Experience, (up to 2018) and beyond as the business warrants. Following is the detailed submission requirements for this RFP, however, please note the following:

- The Zoo will enter into an agreement with a vendor based solely on a revenue share. The Zoo has no plans to purchase the vending equipment or any of its components.
- The vendor should make recommendations on a location(s) for the kosher foods operation as part of the proposal.
- The vendor must provide all components of the food operation including equipment, materials including shelter and staffing to prepare the food and must advise the Toronto Zoo of power requirements.
- The Zoo may decide, at its sole discretion, to provide, as part of the negotiated agreement, staff from Compass to accept payment and will provide timely payment to the vendor to their share of the revenue.
- The food price must exclude all taxes including HST.
- Pricing and revenue shares are set by the Zoo and the vendor.
- The kosher foods can be proposed to our corporate clients for one of events.

The Zoo is not in a position to purchase or lease the food equipment, but will consider a revenue sharing agreement. Please detail the revenues anticipated from the kosher foods. Based on the revenues collected and the pricing of the kosher foods, please provide the revenue sharing component between the Zoo and the vendor. All numbers must be in CANADIAN DOLLARS.

All payments are net of taxes paid out as required by law. The Zoo will collect all revenues and pay a commission fee to the supplier based on revenue collected. All sales are entered into the Zoo’s point

of sale systems and daily food sales numbers are provided with payment. Payment is to be made on a monthly basis following verification by our accounting unit.

4.0 BENEFITS OF PARTNERING WITH THE TORONTO ZOO 2014-2018

As a world leader in the protection of animal species, innovation and scientific research exchanges (reproduction, nutrition, training, university collaboration) also provides tangible benefits for the partners, suppliers and sponsors with whom we do business including the following:

- a. Incremental 1.0 million visitors over 5 years – 440,000 beyond GTA (40 km);
- b. Pan Am Games in 2015 are expected to result in 250,000 incremental visits;
- c. Conservation and habitat preservation;
- d. Cultural programs;
- e. Educational exchanges/programs;
- f. Legacy;
- g. Exclusive Kosher food provider for the Toronto Zoo;
- h. Expose your brand to a new audience (Jewish and non-Jewish) helping build your regular business;
- i. Provide an opportunity to cross promote with the Toronto Zoo, helping add value to your customers, increasing their satisfaction with your business and additional revenue stream;
- j. Other joint Marketing initiatives as may be mutually agreed to by the parties.

5.0 SCHEDULE OF EVENTS

The following schedule is planned for the RFP process:

RFP issue date	2014-06-10
Question period closes	2014-06-16
Proposal submission date	2014-06-24, 12:00 hours (noon), local time
Short list interviews, if required	Week of 2014-06-30
Contract awarded	Week of 2014-07-07

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

6.0 PROPOSAL SUBMISSION FORMAT

- a. 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.
 - 1. Title page, showing Request for Proposal number and name, Proponent’s name;
 - 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;
 - 3. Table of Contents;
 - 4. Executive summary;
 - 5. Duly executed Proposal Submission Form;
 - 6. Corporate information including a detailed profile of your organization and general description of the operation , a minimum of five (5) years previous experience in Kosher Foods similar to in nature as specified within this RFP and details to ensure kosher food is prepared under sanitary conditions in accordance with good commercial practice and

- must comply with all relevant Regulations including, but not limited to Ontario Food Premises Regulations 562, under the Health Protection and Promotion Act, R.R.O. 1990;
7. Kosher Food Provider candidates will provide the Toronto Zoo with a detailed proposal, which outlines the following information: variety of products that will be offered, wholesale and suggested retail pricing, set up requirements onsite, any relevant in-store marketing or advertising that could be leveraged for the Toronto Zoo and any additional opportunities for charitable gifts or donations in future.;
 8. Detailed biographies of team lead and key staff members assigned to the Toronto Zoo, their roles, and identification of any other staff and resources that will be working on the account;
 9. Identified conflict of interests in the event if the Proponent’s representation of any of its clients could create a conflict of interest should the Proponent provide services to the Toronto Zoo;
 10. Provide three (3) references including name, address contact person and telephone number from clients which you provide kosher foods, do not list the Toronto Zoo as a reference.

7.0 PROPOSAL EVALUATION CRITERIA

Evaluation Criteria Points Awarded

Stage One

• Value of the proposed benefits to the Toronto Zoo including contribution of value in kind or cash sponsorship	25
• Suitability & acceptability of proponent’s detailed proposed foods and alignment with Zoo’s objectives as a family based attraction	25
• Value of profit sharing agreement	30
• Demonstrated understanding of purpose, nature and extent of service and experience of service provider	20
 Total	 100

Stage Two – Interview (if required)

Based on the paper submission proposal scoring, high-scoring Proponents may be asked to attend an interview.

Proponent’s presentation of proposal and performance including ability to answer questions and sampling of proposed kosher food	50
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The proposals submitted will be evaluated using the evaluation criteria and will be comprehensively reviewed by the Selection Team and Corporation Staff. It is the sole discretion of the Toronto Zoo to select its Selection Team and to retain additional members and advisors as deemed necessary.

The Selection Team will select one or more proposals which in its sole opinion:

- a) Meets or exceeds the evaluation criteria, including but not limited, as outlined above;
- b) Has a demonstrated track record of success with similar projects;
- c) Provides the best value, but may not necessarily be the one(s) offering the lowest fees.

After final evaluation, if the Toronto Zoo selects a Preferred Proponent, then it will enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms of a Contract, including negotiation of scope of services and financial terms.

All proposal scores and rankings shall be the property of the Toronto Zoo and will not disclose any of the same during or after the evaluation process. Due to budget and time constraints, the Selection Team will not be able to provide debriefs for unsuccessful proponents. By responding to this RFP, the proponents will be deemed to have agreed that the decision of the Selection Team will be final and binding.

8.0 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.

9.1 Proponent's Liability and Indemnity

The Proponent will from time to time at all times hereafter well and truly save, defend and keep harmless and fully indemnify the Board of Management of the Toronto Zoo, 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 Proponent 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 of Management of the Toronto Zoo, 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 Proponent'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 Proponent or his/her surety from any liability under the Contract.

9.2 Insurance Requirements (at the discretion of the Toronto Zoo)

9.2.1 The Proponent 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:

9.2.2 The Proponent shall be required to arrange, pay for and maintain in force at all times at the Proponent'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 Proponent shall provide certified copies of such insurance or a certificate(s) of insurance as determined by, and upon request of, the Toronto Zoo. Without limiting the generality of the foregoing, the comprehensive general liability policy coverage required under the Contract will be Two Million (\$2,000,000) Dollars minimum and the policy shall name the Board of Management of the Toronto Zoo, the City of Toronto, and the Toronto & Region Conservation Authority 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.

9.2.3 All policies of insurance required to be taken out by the Proponent 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.

9.2.4 The Proponent shall deliver to the Toronto Zoo evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the Chief Operating Officer acting reasonably.

9.2.5 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.

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

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

9.3 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 Toronto Zoo 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.

- 9.4 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.

9.5 **Liability of Errors**

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.

9.6 **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.

9.7 **Cancellation**

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.

9.8 Ownership and Confidentiality of Toronto Zoo-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:

- 9.8.1 is and shall remain the property of the Toronto Zoo;
- 9.8.2 must be treated by Proponents and Prospective Proponents as confidential;
- 9.8.3 must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

9.9 Copyright:

The final product and related materials from the work is to be for the exclusive use of the Toronto Zoo. The Toronto Zoo shall be the only and sole owner of the product and related materials for the sole and unfettered use by the Toronto Zoo. Upon payment of the of the said product and related materials by the Toronto Zoo, the successful bidder shall have no hold, proprietary claim, ownership, use of any kind, intellectual or otherwise nor shall there be any restrictions place on the final product and related products by the successful bidder. By submitting a Proposal in this response to this RFP, the Bidder shall thereby acknowledges and agrees that the Toronto Zoo has exclusive ownership and sole and unfettered use of this final product and related products.

9.10 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:

- 9.10.1 Shall become property of the Toronto Zoo and may be appended to purchase order issued to the successful Bidder;
- 9.10.2 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 members of the Board on a confidential basis and may be released to members of the public pursuant to *MFIPPA*.

9.11 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 Proponent(s) for this project may participate in subsequent/other Toronto Zoo projects provided the Proponent(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 Proponent(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.

9.12 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.

9.13 Governing Law

This RFP and any quotation 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.

9.0 PROPOSAL SUBMISSION FORM

The undersigned Proponent having reviewed and fully understood the RFP and all terms and requirements of the RFP and all terms and conditions of the RFP and information provided, hereby submits the attached Proposal and supporting materials (“the Proposal”) in accordance.

I/We, hereby, have received, allowed for and included as part of our submission all issued Addendum numbered _____.

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

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

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

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

DISCOUNT	Discount	Days
Discount allowed for prompt payment and period within which invoice must be paid to qualify.	%	

Name of Firm:	
Signature of Signing Officer(s)	

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:	

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 17 (2014-06) KOSHER FOODS SERVICES PROVIDER

Closing: Tuesday, 2010-06-24, 12:00 hours (noon) local time

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