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Councillor Raymond Cho

Chief Executive Officer
John Tracogna

Chief Operating Officer
Robin D. Hale

2016-10-11

**REQUEST FOR PROPOSAL
ANNUAL FUNDRAISING PROGRAM
RFP 146 (2016-09)**

The Toronto Zoo invites qualified and professional Marketing agencies and individuals to submit a proposal for all that is required including labour, materials, supplies and equipment for the creative writing, design, production, data and list management to increase acquisition of new donors and to fulfill the requirements of the proposed Annual Fundraising Programs.

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

Friday, 2016-10-21 by 1200 hours (noon), local time

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

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

Yours truly,

Robin D. Hale
Chief Operating Officer

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1.0 INSTRUCTIONS

- 1.1 Ensure that you have received all **14** pages of the RFP package.
- 1.2 Complete ALL FORMS by due date and time received on or before **Friday, 2016-10-21, by 1200 hours (noon) local time** or your Proposal will not be considered. Include signed copies of any addenda with your submission package. Use the attached submission label when you submit your response and deliver to the Toronto Zoo
- 1.3 Provide **four (4)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL and **three (3)** copies of the original proposal clearly marked as COPY and **one (1)** electronic copy (Microsoft Word or PDF) on a CD or flash drive in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above).
- 1.4 If the Toronto Zoo determines that an amendment is required to this RFQ, the Toronto Zoo representative will issue by email or post a written addendum on the Toronto Zoo Website that will form part of this RFQ. No amendment of any kind to the RFQ is effective unless it is provided by email or posted in a formal written addendum on the Toronto Zoo website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda and acknowledged on the submission form.
- 1.5 Proposals must not be submitted by facsimile or email.
- 1.6 Unless otherwise indicated herein, the prices stated are payable in Canadian Funds.
- 1.7 Show itemized cost of HST if applicable.
- 1.8 Use the attached submission label, when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- 1.9 Prices shall remain in effect for a period of ninety (90) days from the Proposal due date.
- 1.10 For any questions concerning the contract terms and conditions of this RFP, please contact:

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

2.0 GENERAL TERMS

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

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

3.0 BACKGROUND AND SCOPE

TORONTO ZOO BACKGROUND INFORMATION

- 3.1 Among the largest in the world with stunning natural exhibits, the Toronto Zoo is a leader in advancing knowledge about how animals interact with their environment. The Toronto Zoo was founded for the purpose of exhibiting and conserving a diversity of species within the animal and plant kingdoms.
- 3.2 Open since 1974, the Toronto Zoo has been recognized as the premier institution in Canada with an annual attendance of over 1.3 million visitors.
- 3.3 Home to over 5,000 animals representing over 500 species, many of which are threatened or endangered species, the Zoo exists on a site of over 700 acres of land with beautiful exhibits mirroring each animals’ natural habitat.

- 3.4 Promoting awareness, environmental protection and sustainability are at the forefront of the Zoo's mission and conservation messaging has become an integral part of our interactive exhibits and education activities.
- 3.5 Committed to conservation, the Toronto Zoo is involved in 17 Species Survival Plans (SSP), performing internationally acclaimed research to save critically endangered species, some on the brink of extinction.
- 3.6 The Zoo creates an unparalleled opportunity to foster conservation through education, by providing unique educational opportunities for individuals of all ages.
- 3.7 The Zoo enables the public to participate in local conservation efforts through exciting, award-winning programs.

4.0 DEVELOPMENT BACKGROUND INFORMATION

- 4.1 Toronto Zoo Development is the fundraising division for the Toronto Zoo and is dedicated to the financial and brand awareness support of the Zoo in its efforts to conserve species diversity through its ground breaking research and award winning conservation, education and environmental stewardship programs, enriching the lives of participants and helping preserve our local species and ecosystems.
- 4.2 Donations made by individuals, corporations, service clubs, and foundations to the Toronto Zoo Development division provide support for much of the Zoo's valuable education, conservation and research work.
- 4.3 Conservation projects and activities funded by Toronto Zoo Development include:
 - Wildlife Health Centre
 - Veterinary Residency Fellowship
 - Veterinary Resident Research
 - Nutritional Research Program
 - Reproductive Physiology Research Program
 - Adopt-a-Pond
 - Education
 - Conservation Program and Endangered Species Fund
- 4.4 Additional fundraising programs by the Development division are the annual events including Oasis Zoo Run; Tribute and Wild Walk program; the Capital Campaign; and the Planned Giving program, just to name a few.

4.5 DIRECT MAIL

The Direct Mail program is used to grow donor quantities, reduce attrition rate, increase monthly gift response, re-activate lapsed donors, increase average gift, and promote loyal support for the conservation, education and research programs supported by the Toronto Zoo Development division. The Proposal for the Annual Direct Mail Programs shall provide a recommended strategy for annually increasing the following:

- a) The current 2015 "Active" (gift made within the last 24 months) direct mail donor data base.
- b) The current response level of 10.7%.
- c) The acquisition rate of 2.15%.
- d) The average gift of \$58.87
- e) The number of monthly donors for 2015 consisting of 251 of which 2 were newly acquired

during 2015.

4.6 **ADOPT-AN-ANIMAL**

- a) Toronto Zoo’s Adopt-an-Animal program is one of the longest running of its kind in North America. Originated in 1985, its appeal lies in the way it allows donors from all walks of life to feel as if they are personally connecting with “their” Zoo. The animals they support become “their” animals and many donors return year after year to continue their support and “adopt” other animals for friends and family. Our donors consist of schools, corporations, organizations, families and individuals. Revenue* in 2015 was \$138,000. *Revenue fluctuates with the economy and special “happenings” at the zoo (i.e.: births of babies or the success of visiting animal such as the Giant pandas). 2016 revenue, to end of July, has surpassed 2015 for the same time period by \$13,000.
- b) With packages starting at \$25 and working up to the highest level of \$1,000.00, there is a package for everyone, and for every occasion.

Adoption Packages Produced in 2015	
Level	Sold
\$25 Zoo Parents	321
\$50 Zoo Plus Parents	624
\$100 Keepers Club	228
\$500 Chairman’s Club	62
\$1,000 VIP Club	16

- c) “Special” packages are introduced throughout the year for occasions such as “Valentine’s Day, Mother’s Day, and the Christmas/Holiday Season”. “Special” packages may also be created in celebration of the birth of a zoo baby or the arrival of new animals such as the Giant pandas. As these are premium packages that include extra incentives, prices vary from \$30 to \$100, depending on the benefits offered. On average, 3 to 6 “specials” become part of the “adoption” program each year.

“Special” Packages Produced in 2015	
Level	Sold
\$30 Polar bear Package	26
\$60 Mother’s Day Package	17
\$100 Giraffe Holiday Package	121

- d) Renewals are produced monthly to encourage active donors (at all levels) to renew their support. The bulk of renewals are sent via regular mail with only a few sent via email. However, donors have the option of renewing by mail, phone or online.

Renewals produced (2015)	1,446
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- e) Adopt-an-Animal is marketed through Zoo publications such as *Wild for Life* and Newsprints that target donors and members. It is also advertised in our Site Guide handout. There are onsite flyer boards (4 throughout the Zoo) with brochure pockets. The Guest Services booth, Membership office and the Volunteer/Education department display, and handout, AAA brochures. Eight posters are currently affixed to the Zoo’s main gate along with a large banner displayed in the inner courtyard. The Toronto Zoo website promotes the program all year long and highlights the “specials” as they are produced. The Adopt-an-Animal program information is included in electronic press releases sent out by the Zoo’s Public Relations Division and brochures are also included in their media kits. The Education division includes a brochure with materials sent to hundreds of schools throughout the GTA. Each year, two to three e-blasts are generated directly to our membership and Adopt-an-Animal donors announcing “specials”. Adopt-an-Animal buck slips

have also been included in select Direct Mail solicitations. Social media is also utilized to promote the program.

Newsletters are produced in-house and change two to three times a year. A newsletter is included with every “adoption” package. Newsletters are not specific to the donors sponsored animal. They are generic but always carry a message to support the AAA program and to “come to the zoo”.

Newsletters included with packages	1,415

4.7 WILD WALK PROGRAM

- a) Wild Walk is a donor recognition program which began approximately 14 years ago. There are four items that make up the program: a stone brick; a bronze tree plaque; a bronze bench plaque and; a brushed nickel bench plaque. The bricks are positioned out front of the Zoo’s Greenhouse Gift Shop while the bronze tree and bench plaques are showcased throughout the Zoo. The brushed nickel plaques are exclusive to benches within the Zoo’s front gate inner courtyard. Engraved bricks are produced in Toronto while the plaques are produced outside Ontario. The Wild Walk annual revenue target for 2015 was \$25,000.00. Revenue* for 2015 was \$17,500. *Revenue fluctuates and 2016, to end of July, has already reached \$16,662.
- b) With a higher price tag there are not large quantities of Wild Walk items sold each year.

Wild Walk Items Produced in 2015	
Levels	Sold
\$250 Engraved Bricks	18
\$1,000 Bronze Tree Plaques	5
\$2,500 Bronze Bench Plaques	2
\$3,000 Brushed Nickel Bench Plaques	1

- c) The Wild Walk items are marketed through Zoo publications such as the site guide, website and onsite flyer boards. A Wild Walk brochure is printed each year for insertion in the flyer boards and is also included with all Adopt-an-Animal renewals and requests for information. Much like the Adopt-an-Animal brochures, it is also included within the Public Relations media kits and the Education mailings. The Wild Walk program information will often be included in the e-blasts that are generated through the Adopt-an-Animal program. There are no renewals sent as this program features higher end items and purchases are usually one-off.

4.8 RESPONSIBILITIES

- a) Toronto Zoo Development will provide via email the data of any house/internal lists pertinent to any mailing. (All trade and rental lists to be managed and collected by the Vendor).
- b) Toronto Zoo Development will provide payment up to and including the quoted price for each mailing. Quotations are assessed as an annual program, on a mailing-to-mailing basis. Any substantial changes to the costs of the items quoted shall be agreed to in writing by both parties prior to production. Toronto Zoo Development will not be held liable for any additional costs incurred/realized by the Vendor post-production, unless previously discussed and agreed upon in writing by both parties. Toronto Zoo Development mailings are not exempt from provincial sales tax or government sales tax.
- c) Any required photographs can be supplied by the Development division in hard copy or electronically. In some instances, it may be arranged for the vendor to bring in their own photographer to produce photographs; however the Development division has its own in-house

volunteer photographers. This will be at the discretion of the Development division, and any costs for the Vendor’s time, labour and supplies must already be incorporated into the quotation.

5.0 PROPONENT SUBMISSION REQUIREMENTS

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..

- 5.1 Title page showing request for Proposal Proponent’s name
- 5.2 Duly executed proposal form
- 5.3 Indicate the individual or incorporated name of the Proponent (i.e. the prime Proponent); address(es); telephone and fax number(s); and name of key contact person(s).
- 5.4 Depth and breadth of the Project team Lead’s relevant qualifications and experience including the directly related experience of designing comparable publications for similar organizations.
- 5.5 Clearly articulate key personnel to be involved with the Project and their responsibilities. Indicate the qualifications and experience (beyond a general resume), that each member will bring to the team to develop fundraising program as outlined in section 4.0
- 5.6 Provide the name, location, client reference and brief description of not more than three (3) references of comparable publications for similar organizations.

6.0 SCHEDULE OF EVENTS:

The following is a tentative schedule for the Annual Fundraising program:.

Pre-Award	
Release of RFP	2016-10-11
Proponents’ Question Deadline	2016-10-14
Submission Due	2016-10-21
Interviews, if necessary	Week of 2016-10-24
Notification of Award By the Toronto Zoo	Week of 2016-10-24

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

7.0 PROPOSAL EVALUATION CRITERIA

- 7.1 The Proponent is urged to ensure that its Proposal is submitted in the most favourable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the Proposal from further consideration.
- 7.2 The Agreement will not be awarded to the Proposal with the lowest cost, but rather, award shall be based on a combination of related expertise, prior project experience and price. Additionally, the Zoo may accept or reject any part of the Proponent’s bid.

7.3 An Evaluation Team comprised of representatives designated by the Zoo will evaluate responses to the RFP.

7.4 There are three steps to the pre-defined evaluation process:

- Step 1 – Initial Review of Responses
- Step 2 – Evaluation of Submitted Proposals
- Step 3 – Evaluation of Presentations

7.5 Step 1 – Initial Review of Responses

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

7.6 Step 2 – Evaluation of Submitted Proposals

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

Evaluation Criteria	Points
Depth and breadth of the Project team’s relevant qualifications and experience with similar scale and type of Projects especially in designing comparable publications for similar organizations	25
Depth and breadth of the Project team Lead’s relevant qualifications and experience including the directly related experience of designing comparable publications for similar organizations	25
Commitment to complete work according to schedule of events within the RFP	20
Major clients and reference checks	10
Fee Proposal	20

7.6.2 The Zoo may, at its discretion, eliminate a Proposal from further consideration if it deems the overall cost to be prohibitive.

7.6.3 A short-list of suitable Proponents may be established who may be invited to Step 3 to provide presentations related to their Proposal.

7.7 Step 3 – Evaluation of Presentations (If Required)

7.7.1 Invited Proponent(s) shall provide presentations in support of their Proposals or to demonstrate or otherwise expand on the information contained therein.

7.7.2 The Proponent(s) shall ensure that the presentation is made by well versed staff with the authority to make decisions and commitments on behalf of the Proponent.

7.7.3 Any and all costs incurred by the Proponent in order to prepare for and attend the presentation and/or demonstration including transportation, food, lodging, etc. shall be borne entirely by the Proponent.

7.8 The final score is then calculated as illustrated in the following table:

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

7.9 By responding to this Proposal, the Proponent agrees to accept the recommendation of the Evaluation Team as final.

7.10 All Proposals shall be submitted by the Proponent on the understanding that the Proposals shall become the property of the Zoo.

8.0 CONTRACT REQUIREMENTS

8.1 Contract Form:

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

The proposed price and fee schedule (identified in Section 10.1) for this RFP shall be valid for one (1) year, and the contract may be renewed for two (2) additional years on a yearly basis at the Toronto Zoo Development division’s sole discretion.

8.2 Negotiations and Agreement

The award of any Agreement will be at the absolute discretion of the Toronto Zoo. The selection of the Preferred Proponent will not oblige the Toronto Zoo to negotiate or execute an Agreement with that Preferred Proponent.

The Toronto Zoo shall have the right to negotiate on such matter(s) as it chooses with the Preferred Proponent without obligation to communicate, negotiate or review similar modifications with other Proponents. The Toronto Zoo shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

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

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

9.0 TERMS AND CONDITIONS

9.1 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.

9.2 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.

9.3 Invoicing:

Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Toronto Zoo. Harmonized Sales Tax where applicable shall each be shown as a separate item. The Proponent's HST registration number must be indicated on the invoice.

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

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

9.4 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.

9.5 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.

9.6 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.

9.7 Insurance and Policies

Provide minimum \$2,000,000 Commercial Liability Insurance in respect of injury or death to a single person or for property damage in a manner satisfactory to the Chief Operating Officer must be maintained through the Project and included in the Fee Proposal.

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

Professional liability insurance (errors and omissions) with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

All insurance policies shall be endorsed to provide a minimum advance written notice of not less than thirty (30) days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made to the Chief Operating Officer.

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

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

All insurance policies shall be endorsed to provide a minimum advance written notice of not less than thirty (30) days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made to the CEO.

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

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

9.8 Safety:

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

The Proponent must adhere to all relevant Zoo policies, including, but not limited to, the Contractor Safety Policy, Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the Chief Operating Officer, Toronto Zoo, shall supply to the Preferred Proponent.

9.9 Indemnity:

The Proponent shall at all times well and truly save, defend, keep harmless and fully indemnify the Toronto Zoo, the Board of Management of the Toronto Zoo, the City of Toronto, the Toronto & Region Conservation Authority, and their servants, employees, officers, agents and invitees, from and against all actions, suits, claims, demands, losses, costs, charges, damages, and expenses, brought or made against or incurred by their servants, officers, employees, agents or invitees in any way relating, directly or indirectly, to goods, material, articles or equipment supplied or to be supplied, or to the supplying of goods or services, pursuant to this Proposal, or any other claim, action, suit, demand, loss, cost, charge, damage or expense relating to copyright, trademark or patent with regard directly or indirectly with any such goods, services, material, articles or equipment or the supply or performance thereof.

9.10 Governing Law

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario

9.11 Guaranty of Proposal:

All goods, material, articles, equipment, work or services, specified or called for in or under this Proposal, shall be supplied or performed at the price or process and on the basis set forth or referred

to in and in accordance with the offer and this Proposal. The basis on which this Proposal is given shall include any specifications, plans, price schedules, samples, addenda or other details pertaining thereto, or provided in connection therewith.

9.12 Formal Contract:

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

9.13 Warranty of Product:

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

9.14 Environmental Commitment – G.I.P.P.E.R.

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

“In order to contribute to waste reduction and to increase the development and awareness of Environmentally Sound Purchasing, acquisitions of goods and services will ensure that wherever possible specifications are amended to provide for the expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of 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.

9.15 Proposal/Quotation Costs:

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

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

9.16 Copyright:

All final custom designs, artwork, etc. shall become the property of the Toronto Zoo. The Toronto Zoo shall retain sole copyright of all work that is developed or created at the request of the Toronto Zoo and the Proponent shall have no rights of sale or production other than the use for personal promotion of the author.

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

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

9.17 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.

9.18 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.

9.19 Co-ordination of Work:

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

9.20 Education Institute Status

The Toronto Zoo is a registered educational institute and accordingly may be eligible for preferred pricing which should be reflected in the Tender as submitted

9.21 Charity Status

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

10.0 SUBMISSION FORMS

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

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

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

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

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

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

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

10.1 Price Schedule: List total price of proposal, itemized by individual mailing package(s), (number of rows used will depend on proposed no. of mailings).

Description	2016/2017*
Spring	\$
Summer	\$
Fall	\$
Seasonal	\$
Acquisition	\$
TOTAL PRICE OF ANNUAL MAILING(S):	\$

SUBMISSION LABEL

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

Proponent Name _____

RFP 146 (2016-09)- ANNUAL FUNDRAISING PROGRAM

Closing: Friday, 2016-10-21, 12:00 hours (noon) local time

TO BE RETURNED TO

**TORONTO ZOO
C/O SUPERVISOR, PURCHASING & SUPPLY
ADMINISTRATIVE SUPPORT CENTRE
361A OLD FINCH AVE.
TORONTO, ONTARIO
M1B 5K7**

NOTICE ON NO BID
INSTRUCTIONS:

It is important to the Toronto Zoo to receive a reply from all invited bidders. If you are unable, or do not wish to submit a bid, please complete the following portions of this form. State your reason for not bidding by checking the applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposal/Quotation/Tender documents or forms. Please just return this completed form by 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.	<input type="checkbox"/>	

<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:	