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2020-10-23

**REQUEST FOR PROPOSAL  
RFP 37 (2020-10)  
CELL PHONE RECYCLING PARTNERSHIP OPPORTUNITY**

Proposals are invited from qualified cell phone and electronic recyclers possessing the ability, necessary equipment, and manpower to be the official provider of cell phone recycling services related to the Toronto Zoo's PhoneApes program for a term of three (3) years, plus option for two (2) years extension, on a year to year basis.

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:     Friday 2020-11-06, 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](mailto:pvasilopoulos@torontozoo.ca). Deadline for written questions is Friday 2020-10-29 at 1200 hours (noon) local time.

Yours truly,

Tarybe Haight  
Manager, Financial Services

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**INSTRUCTIONS**

1. Review and complete the RFP requirements and enclosed FORMS and return by due date and time, **Friday, 2020-10-06, 1200 hours (noon) local time**
2. 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.
3. Submission – Temporary process - In view of the current situation with COVID 19 and to limit personal interaction, on a temporary basis submissions for this Request for Proposal can be submitted electronically by email in a PDF file, prior to the submission deadline to the following email address

[purchasing@torontozoo.ca](mailto:purchasing@torontozoo.ca)

and note the following:

- a. Subject of the file to be: RFP# - Title of RFP – Vendor name.
- b. Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- c. It is the Supplier's sole responsibility to ensure its Bid is received by the Submission Deadline in accordance with the requirements of this RFP. The receipt of Bids can be delayed due to a number of factors including "internet traffic", file transfer size and transmission speed. The Supplier should allow sufficient time to download, complete and upload, as applicable, the submission forms comprising its Bid and any attachments.

A Bid will only be considered to be submitted once it has been received by the Toronto Zoo. The time of such receipt is reflected by the time received stamped by the Toronto Zoo's email application

4. 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. All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal deadline.
6. The duration of the assignment is expected to be approximately three (3) years, plus the option for two (2) years extension, on a year to year basis. The contract may be extended by the Zoo on mutually acceptable terms.
7. Pricing should be in Canadian dollars.
8. Quote discounts or quantity price breaks separately on FORMS.
9. Provide references of at least three (3) clients for whom your company has performed similar work. References must include client company name, contact name, address and e-mail address

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. 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](mailto:pvasilopoulos@torontozoo.ca).

## 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 Management of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
  - 1.1.5 “**Preferred Respondent**”: means the respondent deemed by the Board of Management of the Toronto Zoo to have the highest ranked assessment of its response according to the process set out herein;
  - 1.1.6 “**Proponent**” means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
  - 1.1.7 “**Proposal Price**”, “**Contract**” and “**Contract Documents**” have the meanings set out therefore in clauses contained in these documents;
  - 1.1.8 “**Request for Proposal (RFP)**” means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
  - 1.1.9 “**Revenues**” means the payment (excluding applicable taxes) that are payable to the **Board**.
  - 1.1.10 “**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;

## **2.0 BACKGROUND AND PROJECT SCOPE**

The purpose of this RFP is to select a qualified cell phone recycler possessing the ability, necessary equipment and manpower to be the official provider of cell phone and other electronic recycling services related to the Toronto Zoo's PhoneApes Cell Phone Recycling program and assist in the expansion of the PhoneApes program across Canada.

PhoneApes is Toronto Zoo's non-profit award winning cell phone recycling program that encourages responsible waste management of electronic materials (e-waste). The e-waste sector is growing rapidly and the impacts include illegal and irresponsible mining, landfill restrictions and overuse, and health problems in developing countries. Recycling of cell phones, and other electronic devices, helps reuse or reclaim valuable metals and reduces environmental social impacts.

The purpose of the PhoneApes program is to raise funds for great ape conservation as well as raise awareness of illegal mining in Africa for the raw material needed for the production of electronic devices, specifically coltan, and the effect it is having on wildlife habitat. Coltan has become one of the world's most sought-after materials because it is used to create tantalum, a key ingredient in electronic circuitry. Tantalum, used in a light weight metal powder form, is able to hold a very high electrical charge. This makes it a vital element in creating the capacitors that control electric flow inside miniature circuit boards. Tantalum capacitors are used in almost all cell phones, laptops, pagers and other electronic devices. About 80% of the world's coltan is mined in central Africa and these mining activities are disrupting lowland gorilla, as well as numerous other species, habitat. By recycling cell phones and other e-waste we can collectively decrease the demand for the raw materials needed to make them and thus divert 100% of the e-waste from landfills.

The Toronto Zoo program provides cell phone collection boxes, posters and other print material to interested parties (i.e. schools, community groups, companies, etc.) within Ontario so they can collect and recycle cell phones to help conserve lowland gorillas and other great apes, and their habitat. The Toronto Zoo will also replace collection boxes no longer in satisfactory condition due to normal usage. One-hundred percent (100%) of the money raised from collecting cell phones and other e-waste goes towards helping great apes in the wild.

The Toronto Zoo has been recycling cell phones since 2006 and has been awarded top honors among North American zoos, aquaria and wildlife organizations. We have recycled over 35,000 cell phones and raised more than \$20,000 for conservation of gorillas and their habitat.

The Toronto Zoo is interested in expanding the PhoneApes programs to permit collection through other Zoos across Canada with local recycling capabilities to minimize an increase in environment carbon footprint associated with transport.

## **3.0 REVENUE AND OFFICIAL PARTNER**

The potential partnerships which the Zoo is seeking to be considered as the official cell phone recycler for the Toronto Zoo's PhoneApes program are as follows:

### **3.1 Revenue:**

- a) Minimum payment to the Toronto Zoo for each cellphone collected by the PhoneApes program that is refurbished and resold.
- b) Minimum payment to the Toronto Zoo for each cellphone collected by the PhoneApes program that is recycled.
- c) Minimum payment to the Toronto Zoo for each tonnes of e-waste that is recycled.
- d) Term: 3 Years, plus option for renewal for 2 additional Years on a year to year basis.
- e) Have the capacity to assist with the expansion of the PhoneApes program across Canada.

The Zoo is considering a revenue sharing agreement. As such, please provide details

- 1.1.1 anticipated revenues on a yearly basis based on attendance, capture rate or other proven and realistic criteria;
- 1.1.2 provide recommended pricing for the photo capture opportunity ,
- 1.1.3 gross revenues;
- 1.1.4 anticipated revenue sharing percentages between the Zoo and the vendor.
- 1.1.5 All currency numbers must be expressed 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 detailed sales numbers are provided with

3.2 The cell phone recycler will:

- 3.2.1 Pick up cell phones and other electronic waste collected by the Toronto Zoo from the Toronto Zoo location at 361A Old Finch Ave.
- 3.2.2 Pick up cell phones and other small electronic waste collected at 5 City of Toronto Office locations for the Toronto Zoo’s PhoneApes program.
- 3.2.3 Determine which cell phones can be refurbished and resold.
- 3.2.4 Ensure safe deletion of any personal information still remaining on cell phones to be resold.
- 3.2.5 Recycle any End-of\_Life cell phones and electronic equipment (i.e. break down into its various components so material can be reused).
- 3.2.6 Report the total number of cell phones refurbished and resold and recycled to the Toronto Zoo per pick up/shipment.
- 3.2.7 Report the total weight of e-waste collected and recycled to the Toronto Zoo per pick up/shipment.

3.3 **OFFICIAL PARTNER BENEFITS 2020-2023**

- 3.3.1 As the Sponsor of Toronto Zoo’s PhoneApes program, you will enjoy benefits including:
  - a) Your logo on PhoneApes Collection boxes and posters
  - b) Possible Recognition:
  - c) In any media print;
  - d) All marketing material/signage for PhoneApes program.

**4.0 SCHEDULE OF EVENTS**

The following is a tentative schedule for the Master Planning process. The final schedule will be developed jointly with the successful proponent in the first week of project execution:

<b>Pre-Award</b>	
Release of RFP	2020-10-19
Proponents’ Question Deadline	2020-10-29
Submission Due	2020-11-04

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

## **5.0 FEE PROPOSAL ( Not applicable )**

- 6.1 The proposal shall specify and state a firm not to exceed price using the attached form, Appendix A, including total fees and expenses (excluding taxes) in order to complete the assignment.
- 6.2 The Consultant shall not perform any Services or Work that would result in an increase in fee payable by the Toronto Zoo without the prior written approval of the Toronto Zoo.
- 6.3 The Consultant shall, even if the rate of payment set forth in the Proposal is based on an hourly rate, daily or other time based rate, perform all of the Services required to complete the deliverables, regardless of the fact that the time spent by the Consultant in performance may exceed the maximum specified therein, and that neither the rate nor any provision of the Proposal shall relieve the Consultant from performing all the Services or reduce its obligations to one of performing only some proportionate or other part of the Services.
- 6.4 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.

## **6.0 PROPOSAL SUBMISSION FORMAT**

### **6.1 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.

- 6.1.1 Title page, showing Request for Proposal number, Proponent's name, telephone number, authorized signature and contact name.
- 6.1.2 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.
- 6.1.3 Table of Contents.
- 6.1.4 Executive summary.
- 6.1.5 Duly executed Proposal Form.
- 6.1.6 Corporate Information including Certifications and Associations
- 6.1.7 Detailed experience, background and other similar project opportunities completed within the past five (5) years.
- 6.1.8 Detailed biographies of team lead and key members and their roles.
- 6.1.9 Details on the Data Security solution and end of life process implemented.
- 6.1.10 A breakdown of proposed payment opportunity by element; Value per refurbished cell phone, value per end-of-life cell phone, and value per end-of-life general other e-waste (per tonnes). Provide sample weight bill to illustrate receipt of collected e-waste, weigh of each load received and applicable payment portion for Toronto Zoo
- 6.1.11 Outline opportunity to assist the Toronto Zoo in expanding the PhoneApes program nationally;



- 6.1.12 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.
- 6.1.13 Provide three (3) references including name, address contact person and telephone number from clients with similar projects as outlined in this RFP, do not list the Toronto Zoo as a reference.

## 7.0 PROPOSAL EVALUATION CRITERIA

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.

The RFP will not be awarded to the Proposal with the lowest cost, but rather, award shall be based on an evaluation of the Consulting team's expertise, prior project experience, proposed methodology, and price. Additionally, the Zoo may accept or reject any part of the Proponent's bid.

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

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

### 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.

### Step 2 – Detailed Review

#### **Evaluation Point Rating** [*Threshold Requirements*]

Proposals will be assessed on a point rating system, outlined below, with a maximum 80 technical and experience points and a maximum of 20 for proposal fee. This is used to determine each proponent's strategic and technical fit to the needs described in the proposal documents. The technical points will be added together with the reference and proposal fee points (outlined below) to determine a final point score out of 100.

Proposals scoring less than a total threshold of 56 (70%) technical and reference points will be considered technically unacceptable. Proposals that meet or exceed the 56 technical point threshold score will have their proposal fee scored.

#### Technical and Experience Evaluation

In their proposal, Proponents shall clearly show the following:

<b>Evaluation Criteria</b>	<b>Points Awarded</b>
<b>Stage One</b>	
<ul style="list-style-type: none"> <li>• Understanding of the assignment/objectives</li> </ul>	25
<ul style="list-style-type: none"> <li>• Demonstrated understanding of similar projects and previous experience</li> </ul>	20
<ul style="list-style-type: none"> <li>• Suitability &amp; acceptability of proponent’s detailed proposed services, methodology and approach</li> </ul>	35
<ul style="list-style-type: none"> <li>• Proposal Payment Schedule</li> </ul> <p>The highest payment proposal that is qualified to stage two will receive 20 points. The remaining proposals will be assigned points based upon the following formulas: (proponent’s payment proposal divided by highestpayment proposal x 20)</p>	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	50
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The proposals submitted will be evaluated using the evaluation criteria and will be comprehensively reviewed by the Selection Team. 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, and
- c) Provides the best value, but may not necessarily be the one(s) offering the highest payment.

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 NEGOTIATIONS AND AWARD**

- 8.1 The successful Proponent shall be retained through the issuance of a Purchase Order or a formal agreement in a form prescribed by the Toronto Zoo, which shall include the terms and conditions of this Request for Proposal.
- 8.2 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.
- 8.3 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.

- 8.4 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.
- 8.5 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 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 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.

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

- 9.2.1 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:
- 9.2.2 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.

- 9.2.3 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.
- 9.2.4 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 CEO 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 CEO.
- 9.2.6 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.
- 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 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.

- 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 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:

- 9.1.1 is and shall remain the property of the Board;
- 9.1.2 must be treated by Proponents and Prospective Proponents as confidential;
- 9.1.3 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 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 placed 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 acknowledge 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:

- 9.1.4 Shall become property of the Toronto Zoo and may be appended to purchase order issued to the successful Bidder;
- 9.1.5 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*.

#### 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 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.

#### **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



**10.0 PROPOSAL FORM**

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

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

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

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

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

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

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 complete this form and submit by email to [purchasing@torontozoo.ca](mailto:purchasing@torontozoo.ca) or by fax or (416) 392-6711 prior to the official closing date.

<b>A Proposal/Quotation/Tender is not submitted for the following reason(s):</b>	
<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 (NOT APPLICABLE)**

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 37 (2020-10) – Cell Phone Recycling Partnership Opportunity

Closing: Date, Friday 2020-11-06, 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**

**APPENDIX B – LIST OF SUB-CONTRACTOR**

The Bidder proposes to sublet the following portions of the Work to the persons firms or corporations indicated. The (contractor) is responsible for all pricing with all subcontractors.

The Bidder submits that in proposing the under mentioned subcontractors, the Bidder has consulted each and ascertained to our completed satisfaction that those names are fully acquainted with the extent and nature of the work that they will execute their work with the requirements of the contract documents.

Work or services to be provided	Name and address of sub-contractor or person	Telephone

<b>Name of Bidder:</b>	
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