



Tel: 416-392-5900 Fax: 416-392-5934

December 9, 2021

REQUEST FOR PROPOSAL RFP 46 (2021-12) RECRUITMENT SERVICES - DIRECTOR, INDIGENOUS RELATIONS TORONTO ZOO

The Toronto Zoo requests qualified Proponents for the provision of Executive Search services to assist in the recruitment and selection of the Director, Indigenous Relations. The successful Executive Search Consultant ("Consultant") will advise, source and assess candidates for this position.

Submission deadline BY: Friday January 7, 2022, 12:00 PM (1200 hours) local time

The quotation submitted shall remain in effect and irrevocable for a period of ninety (90) days from the Request for Quotation submission date.

RIGHT TO ACCEPT OR REJECT QUOTATIONS

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

Yours truly,

Alia Lee Director, Finance & Technology



toronto **ZOO**



TABLE OF CONTENTS

SECTION	SECTION DESCRIPTION	PAGE (S)
RFP LETTER	Invitation Letter	1
T.O.C.	Table of Contents	2
1.0	Instructions	3
2.0	Definitions	5
3.0	Introduction and Background	6
4.0	Schedule of Events	6
5.0	Proposal Submission Format	8
6.0	Proposal Evaluation Criteria	9
7.0	Negotiation	11
8.0	Terms & Conditions	13
890	Submission Form	16
	Submission label	17
	Notice of Bid	18
APPENDIX A	REFERENCE FORM	19
APPENDIX B	ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)	20

1.0 INSTRUCTIONS

- **1.1** Ensure that you have received all **20** pages of the RFP package.
- 1.2 Complete ALL FORMS in section 9.0 and return by due date and time received on or before Friday January 7, 2022, 12:00 PM (1200 hours) local time or your Quotation will not be considered. Include signed copies of any addenda with your Quotation package.
- 1.3 Submission Temporary process In view of the current situation with COVID 19 and to limit personal interaction, on an 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

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

- 1.4 If the Toronto Zoo determines that an amendment is required to this RFP, the Toronto Zoo representative will issue by email or post a written addendum on the Toronto Zoo Website that will form part of this RFP. No amendment of any kind to the RFP 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 (**Not applicable**).
- **1.9** Prices shall remain in effect for a period of ninety (90) days from the RFP due date.
- **1.10** For any questions concerning the contract terms and conditions of this RFP, please contact:

RFP 46 (2020-12) – **RECRUITMENT SERVICES – DIRECTOR, INDIGENOUS RELATIONS**

Page 4 of 20

Supervisor, Purchasing & Supply Tel: 416-392-5916

Fax: 416-392-6711

E-mail: pvasilopoulos@torontozoo.ca

For any technical queries concerning the specifications of this RFP, please contact:

Valerie Peticca Director, Human Resources Tel:

E-mail: vpeticca@torontozoo.ca

2.0 DEFINITIONS

- 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 "CEO" means the Chief Executive 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 Directors of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
- 2.1.6 **"Proponent"** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
- 2.1.7 **"Proposal Price**", "Contract" and "Contract Documents" have the meanings set out therefore in clauses contained in these documents;
- 2.1.8 **Request for Proposal (RFP)**" means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- 2.1.9 **"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;
- 2.1.10 "Successful Proponent" means the same as "Consultant"

Page 6 of 20

3.0 INTRODUCTION AND BACKGROUND

3.1 Introduction

The current mission of the Toronto Zoo is connecting people, animals and conservation science to fight extinction. Our mission is missing a critical component- a meaningful connection to Indigenous Peoples and Communities. Our long-term goal is to become a Zoo with a new mission -- connecting people, animals, conservation science and traditional knowledge to fight extinction. We are recruiting for a First Nations, Inuit or Métis persons, for the role of **Director Indigenous Relations. Reporting to the Chief Executive Officer of the Toronto Zoo**, the position will help our organizations' culture grow and evolve to better serve communities, to build settler awareness and decolonize our practices. This role is responsible for bringing our staff and partners together to create and execute an authentic Indigenous strategy to serve the needs of communities and lead the Zoo in its journey to respond to the Truth and Reconciliation Commission's calls to action.

The search firm is responsible for the overall recruitment of qualified internal and external candidates, including but not limited to: advertising, interviewing, testing, reference checks and recommending the preferred candidate(s) to the Interview Panel

The firm is expected to utilize best practices, principles and proven recruitment methods to ensure the best available candidate is recommended.

The successful search firm will work under the direction of the Director of Human Resources and the Chief Executive Officer.

3.2 **Background**

Opened in August of 1974, the Toronto Zoo is poised over 500 acres, home to over 5,000 animals, many of which are threatened or endangered species, is visited by approximately 1.2 guests each year and is one of the top ten zoos in the world. **As a world class zoo** and part of the global conservation community, the Toronto Zoo has met the rigorous accreditation standards of both the Canadian Association of Zoos and Aquariums (CAZA) and the US-based Association of Zoos and Aquariums (AZA).

The Toronto Zoo is guided by its 2020 Strategic Plan. The team of more than 1,100 employees and volunteers is committed to making the Zoo an even greater force for conservation—by providing unparalleled animal care; by engaging our audiences in fighting extinction; by advancing our understanding of conservation science; by connecting our animals and our programs to field conservation efforts; and by creating a sense of optimism for a bright future for wildlife, wild places, and the people who inhabit them

The Zoo works with the World Association of Zoos and Aquariums (WAZA) and the International Union for the Conservation of Nature (IUCN) to better understand the threats to wildlife and develop sustainable solutions for people and nature around the globe. Locally and regionally, collaborate with governmental agencies, conservation and science non-governmental organizations (NGOs), and corporate and academic partners to share knowledge and learn from each other to enhance our collective impact. The Zoo strives to work with our community and guests to make a positive difference for wildlife and wild places—through education, habitat protection, conservation breeding and reintroduction programs, and its renowned work in science.

Page 7 of 20

The Zoo is an agency of the City of Toronto. The Board of Management of the Toronto Zoo (the Board) is the governing authority of the Zoo. The Board of Management currently consists of three members from Toronto City Council and eight members from the community.

3.3 Scope of Work

The Toronto Zoo requests qualified Proponents for the provision of Executive Search services to assist in the recruitment and selection of the **Director**, **Indigenous Relations**. The successful Executive Search Consultant ("Consultant") will advise, source and assess candidates for this position.

The Toronto Zoo would like to engage a Consultant experienced in the recruitment of similar position — Director, Indigenous Relations at the management level This includes recruitment from First Nations, Inuit or Métis persons; The terms of this engagement are outlined in the deliverables set out below:

- 2.1.1 Expedited Search: The successful proponent will be required to complete the search in an expedited manner, commencing in January 2022
- 2.1.2 Confirm position description, including desired skills and qualifications.
- 2.1.3 Prepare executive search materials.
- 2.1.4 Develop and identify a recruitment strategy based on Toronto Zoo's needs.
- 2.1.5 Source candidates using appropriate methods, e.g. network contacts, referrals, advertising locally, provincially, nationally etc.
- 2.1.6 Screen and assess candidates against set qualifications.
- 2.1.7 Prepare a short list of candidates to be interviewed by the designated Interview Panel.
- 2.3.9. Develop and propose an interview process, questions and participate in the interview process
- 2.3.10. Conduct reference checks of the final candidates
- 2.3.11. Identify any potential conflict of interest in accepting this assignment and/or an explanation how such conflicts would be managed.
- 2.3.12. Provide details on the firms "quality" guarantee.
- 2.3.13. For the duration of a 1 year period, provide at no cost a "quality" guarantee and candidate replacement should he/she leave the employ of the Toronto Zoo and/or his/her job performance is determined to be unsatisfactory in the opinion of Board of Management of the Toronto Zoo.

3.4 Required Skills, Experience and Credentials

The Board seeks the services of a consultant who has a thorough knowledge of and experience with executive management recruitment. The following skills, experience and credentials are required:

- 2.4.1 Previous professional experience with executive management search services, including sourcing and evaluating candidates for a similar position
- 2.4.2 Knowledge and professional experience with public sector and/or not for profit recruitment.
- 2.4.3 Relevant experience and demonstrated ability to recruit in the international market.

4.0 SCHEDULE OF EVENTS

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

Pre-Award	
Release of RFP	2021-12-09
Proponents' Question Deadline	2021-12-15
Submission Due	2022-01-07
Proposal Presentation, if required	2022-01-10
Notification of Award By the Toronto Zoo	Week of 2022-01-10
Post-Award	
Commencement of Work	2022-01-17

The RFP process and project will be governed according to the above schedule or other schedule provided by the Proponent 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 PROPOSAL SUBMISSION FORMAT

Evaluation of Proposals is facilitated when proponents respond in a similar manner. The following page format and sequence should be followed to provide consistency in the Proponent response and ensure each Proposal receives full consideration.

- 5.1 Title page, showing Request for Proposal number, Proponent's name.
- 5.2 The page letter of introduction, including duly executed proposal form, signed by the person or persons authorized to sign on behalf of and bind the Proponent to the statements made on the Proposal.
- 5.3 Table of Contents.
- 5.4 Executive summary of no more than two (2) pages that outlines the key components of proposal and solution.
- 5.5 Corporate Information including firm's financial strength and ownership structure.
- 5.6 Detailed experience, background and other similar project opportunities completed in the Not for Profit (NFP) market within the past five (5) years.
- 5.7 Detailed organizational chart and biographies of team lead and key members and their roles.
- 5.8 Provide a project timeline, outlining the number of months and specific milestones/phases, from inception of the assignment to offer date and your (and other applicable personnel) role (s) in each phase.
- 5.9 Respondents are to provide an itemized listing of all fees and cost for this project with a stated total upset fee including all other costs, all disbursements, travel, office, overhead expenses, profit, all meetings, interviews and all other costs.
- 5.10 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.

5.11 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.

6.0 PROPOSAL EVALUATION CRITERIA

- 6.1 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.
- 6.2 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.
- 6.3 An Evaluation Team comprised of representatives designated by the Zoo will evaluate responses to the RFP.
- 6.4 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
- 6.5 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.

- 6.6 Step 2 Evaluation of Submitted Proposals
 - 6.6.1The 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	15
qualifications and level of experience and background in	
successfully completing work for public sector executive	
especially in NFP assignments	
The qualifications and experience of the respondent's management, supervisors, or other key personnel assigned to the contract, including relevant qualifications and level of experience and background in successfully completing work for public sector executive especially in NFP assignments	30
Understanding of Project scope of work and details on the general approach and methodology to executive recruitment and selection that proponent would take in	25

Page 10 of 20

performing the services outlined within the RFP. A work schedule should also be provided that clearly demonstrates how RFP project timelines will be met.	
References	10
TOTAL TECHNICAL EVA	80
MINIMUM THRESHOLD - TECHNICAL	56
Fee /value for money	20

Pricing

Pricing is worth 20 points of the total score. Pricing will be scored based on a relative pricing formula of each Proponent. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a Proposal for, which will be calculated in accordance with the following

- a. The lowest cost proposal receives 20 points.
- b. The remaining Proposals are assigned based on the following formula

Lowest cost proposal ÷ Proponent's Price x Weighting = Proponent's Pricing Points:

- 6.7 Toronto Zoo will rate proposals based on various factors including responsiveness to the requirements laid out in this RFP, cost and technical expertise of bidder and staff members, with relevant past experience and ability to complete the project within the required timeframe being a key element.
 - 6.7.1The Zoo may, at its discretion, eliminate a Proposal from further consideration if it deems the overall cost to be prohibitive.
 - 6.7.2A short-list of suitable Proponents may be established who may be invited to Step 3 to provide presentations related to their Proposal.
- 6.8 Step 3 Evaluation of Presentations (If Required)
 - 6.8.1Invited Proponent(s) shall provide presentations in support of their Proposals or to demonstrate or otherwise expand on the information contained therein.
 - 6.8.2The 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.
 - 6.8.3Any 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.
 - 6.8.4The 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 Presenta	maximum ation	score	excluding	100
Total maximum score including Presentation		150		

- 6.9 By responding to this Proposal, the Proponent agrees to accept the recommendation of the Evaluation Team as final.
- 6.10 All Proposals shall be submitted by the Proponent on the understanding that the Proposals shall become the property of the Zoo.
- 6.11 After the Toronto Zoo selects a Preferred Proponent or Preferred Proponents, then it may:
- 6.12 Enter into a Contract with the Preferred Proponent;
 - a) or enter into discussions with the Preferred Proponent to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:
 - b) clarification of any outstanding issues arising from the Preferred Proponent's Proposal;
 - c) negotiation of amendments to the Preferred Proponent's price(s).

If at any time the Toronto Zoo reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Toronto Zoo may then either open discussions with another Proponent or terminate this RFP and reissue the RFP or obtain the Parking Equipment and Services in some other manner.

7.0 NEGOTIATION

Negotiation of Contract and Award If the Toronto Zoo selects a Preferred Proponent(s) then it may:

- a. 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.
- b. 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.
- c. 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.
- d. During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants

RFP 46 (2020-12) – RECRUITMENT SERVICES – DIRECTOR, INDIGENOUS RELATIONS

Page 12 of 20

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, abort the RFP process and not enter into any Agreement with any of the Proponents or obtain the Services in some other manner.

8.0 TERMS AND CONDITIONS

- 8.1 **Vendor Assurance:** Unless otherwise stated, the goods, material, articles, equipment, work or services, specified or called for in or under this Quotation, shall be delivered or completely performed, as the case may be, by the Vendor as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion.
- 8.2 **Time of the Essence:** For all requests made by the Toronto Zoo to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the Toronto Zoo, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.
- 8.3 **Invoicing:** Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Board. Any Goods and Services Tax applicable shall be shown as a separate item. The Vendor's GST registration number must be indicated on the invoice. The Vendor shall clearly show any special charges such as packaging and freight as separate items on the invoice. Payments to non-resident Vendors may be subject to withholding taxes under the Income Tax Act (Canada). Unless a non-resident Vendor provides the Board with a letter from Revenue Canada, Taxation waiving the withholding requirements, the Board will withhold the taxes it determines are required under the Income Tax Act (Canada). All payments are subject to terms of Net 30 days from receipt of goods/services.
- 8.4 **Right to Cancel:** The Board shall have the right to cancel at any time this Quotation or any contract or any part of any contract resulting from this Quotation in respect of the goods, material, articles, equipment, work or services set out in this Quotation or any such contract or part of such contract, not delivered or performed at the time of such cancellation, and the Board 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 Vendor fails or neglects by any act or omission to comply with any of the conditions set our herein, this Quotation or any contract resulting from this Quotation may be unconditionally cancelled by the Board without notice to the Vendor.
- 8.5 **Official Agreement**: No verbal arrangement or agreement, relating to the goods, material, articles, equipment, work or services, specified or called for under this Quotation, will be considered binding, and every notice advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.
- 8.6 **Pricing** Prices offered are fixed for ninety (90) days.
- 8.7 **Worker's Rights**: The Vendor shall comply with the conditions of the Board relating to Worker's Rights, a copy of which is available on application to the Manager, Fair Wage and Labour Trades Office, City of Toronto, 18th Floor, West Tower, City Hall, Toronto, Ontario, M5H 2N2 or by phone at 416-392-7300.
- 8.8 **Indemnity:** The Vendor shall at all times well and truly save, defend, keep harmless and fully indemnify the Board, and their servants, employees, officers or agents, hereinafter called the "Indemnities", from and against all actions, suits, claims, demands, losses, costs, charges, damages, and expenses, brought or made against or incurred by the Indemnities, its or 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 Quotation, 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.

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

The Consultant agrees to purchase and maintain in force, at its own expense and for the duration of the services, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the Toronto Zoo.

A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the Toronto Zoo prior to the commencement of services:

- 1. Commercial General Liability provided that the policy:
 - (i) is in the amount of not less than Five Million Dollars (\$5,000,000.00), per occurrence;
 - (ii) adds the Board of Management Toronto Zoo, Toronto and Region Conservation Authority, and the City of Toronto as an additional insured;
 - (iii) includes Non Owned Automobile Liability, Cross Liability/Severability of Interest Clause, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the services;
 - (iv) includes a clause which will provide the Toronto Zoo with thirty (30) days' prior written notice of cancellation (15 days if cancellation is due to non payment of premium).
- 2. Professional Liability (errors and omissions) coverage provided that the policy:
 - (i) is in the amount of not less than Two Million Dollars (\$2,000,000);
 - (j) (ii) includes professional services pollution liability insurance coverage;

Notwithstanding anything to the contrary contained in this Agreement, kept in full force and effect for a period of time ending no sooner than TWO YEARS after the termination or expiry of this Agreement, as the case may be.

3. Automobile Liability insurance with a minimum limit of One Million Dollars (\$1,000,000) for all owned or leased licensed motorized vehicles used in the performance of services.

It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Consultant in the performance of services. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the Consultant. At the expiry of the policies of insurance, original signed Certificates evidencing renewal will be provided to the Toronto Zoo without notice or demand.

The successful Consultant is responsible for any loss or damage whatsoever to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment. The successful vendor shall have no claim against the Toronto Zoo or the Toronto Zoo's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the Toronto Zoo.

- 8.10 Liability for Acts of Vendor Employees, Contractors or Agents: The Vendor acknowledges responsibility and accepts liability for the acts of any of its employees, contractors and agents while on Toronto Zoo property. The Toronto Zoo reserves the right to request background checks for any individual providing the services requested on behalf of the Vendor.
- 8.11 **Incurred Costs**: The Bidder shall bear all costs and expenses with respect to the preparation and submission of its quotation and the bidder participation in the quotation 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 Board, preparation of questions for the Board, and contract discussions and negotiations. The Board shall not be responsible for or liable to pay any quotation costs of any bidder regardless of the conduct or outcome of the Quotation Request, Purchase Order process, or Contract process.
- 8.12 **Guaranty of Quotation:** All goods, material, articles, equipment, work or services, specified or called for in or under this Quotation, 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 Quotation. The basis on which this Quotation is given shall include any specifications, plans, price schedules, samples, addenda or other details pertaining thereto, or provided in connection therewith.
- 8.13 **Right of Notice:** Any notice that the Board may require or desire to give to the Vendor shall for all purposes to be deemed to have been sufficiently and properly given and afforded by registered mail addressed to the Vendor at the address shown for the Vendor on this form and shall therefore be presumed to have been received by the Vendor on the third day following such registration.
- 8.14 **Formal Contract:** The Vendor may be required and shall, if requested by the solicitor for the Board so to do, to execute and enter into a formal contract that is satisfactory to the solicitor for the Board, in order to document the contract resulting from this Quotation and to embody indemnity and related provisions that in the opinion of such solicitor are required to protect the Board.
- 8.15 **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.
- 8.16 **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 Quotation as submitted.
- 8.17 **Governing Law**: This RFP and quotation submitted in response to it and the process contemplated by this RFP 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 competent jurisdiction in the Province **of Ontario**.

RFP 46 (2020-12) – **RECRUITMENT SERVICES – DIRECTOR, INDIGENOUS RELATIONS**

Page 16 of 20

9.0 SUBMISSION FORM

The undersigned Proponent having the authority to bind the corporation 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 Quotation and supporting materials ("the Quotation") in accordance.

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

I/We have included the number and type of references require by the RFP and consent to the Board performing checks with those references and with any other relevant references.

The Board of Management of the Toronto Zoo reserves the right to reject any or all Quotations or to accept any Quotation, 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 Quotation.

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

SUBMISSION LABEL (NOT APPLICABLE See 1.2)

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.

Vendor Name

RFP 34 (2020-09) – RECRUITMENT SERVICES – DIRECTOR, INDIGENOUS RELATIONS

Closing:

TO BE RETURNED TO
TORONTO ZOO
C/O SUPERVISOR, PURCHASING &
SUPPLY ADMINISTRATIVE SUPPORT
CENTRE
361A OLD FINCH AVE.
TORONTO. ONTARIO

Other reasons or additional comments (please explain):

INSTRUCTIONS:

NOTICE OF NO BID

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 return this completed form by fax or email prior to the official closing date to Fax Number: (416) 392-6711, or purchasing@torontozoo.ca

A Proposal/Quotation/Tender is not submitted for the following reason(s):			
Project/quantity too large.	Project/quantity too small.		
We do not offer services or	Cannot meet delivery or		
commodities to these requirements	completion requirement		
We do not offer this service or	Agreements with other company do not		
commodity.	permit us to sell directly.		
Cannot handle due to	Licensing restrictions		
present commitments.			
Unable to bid competitively.	We do not wish to bid on this		
	service or commodity in the future.		
Insufficient information to	Specifications are not sufficiently defined		
prepare quote/proposal/tender			
We are unable to meet			
bonding or insurance			

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

APPENDIX A - REFERENCE FORM

REFERENCES				
Provide the names of three (3) client reference, noting contact person and telephone number for each.				
Contact Name	Brief Description	of services provided	Telephone	

By submitting this information, I/We hereby authorize the Toronto Zoo for this RFQ to contact the above listed individuals and companies to verify the information contained in my/our Quotation and to ask whatever questions the Toronto Zoo deems necessary to determine my/our suitability as a Bidder. The information obtained in these additional reference checks will be included in the evaluation of the RFQ submission

APPENDIX B - ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

The Toronto Zoo supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA), 2005 and is committed to providing equal treatment and equitable benefits of Toronto Zoo services, programs and facilities in a manner that respects the dignity and independence of people with disabilities.

Accessibility for Ontarians with Disabilities Act (AODA) Requirements: "Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005, the contractor, i.e. successful bidder/proponent, shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. This training will take available approximately twenty minutes and on-line at http://www.mcss.gov.on.ca/mcss/serve-ability/splash.html

The contractor, i.e. successful bidder/ proponent where requested by the Toronto Zoo shall provide written proof that all employees, agents, volunteers, or others for whom it is at law responsible have been trained as required under the act as well as any documentation regarding training policies, practices and procedures."