

February 28, 2022

**REQUEST FOR PROPOSAL
BEVERAGE SUPPLY AND SPONSORSHIP OPPORTUNITY
RFP 117 (2022-02)**

This Request for Proposal has been issued to inform interested and qualified beverage suppliers with sufficient information to submit a proposal for the supply of beverages including sponsorship. The Toronto Zoo evaluation team will evaluate proposals submitted by qualified Proponents using the evaluation criteria herein for the purpose of entering a five (5) year term, to be the official and exclusive soft drink provider for the Toronto Zoo.

Due Date: Tuesday, 2022-03-15, 1200 hours (noon, local time)

Proposals shall remain in effect for a period of ninety (90) days from the Proposal due date.

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,

Alia Lee
Director, Finance & Technology

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
9.0	Submission Form	16
	Submission label	17
	Notice of Bid	18
APPENDIX A	REFERENCE FORM	19
APPENDIX B	ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)	21
APPENDIX C	ENVIRONMENTAL SUSTAINABILITY	22

1.0 INSTRUCTIONS

- 1.1 Ensure that you have received all **22** 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 **Tuesday 2022-03-15, 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 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

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.
- 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 this RFP, please contact:

Peter Vasilopoulos
Supervisor, Purchasing & Supply
T: 416-392-5916
Fax: 416-392-6711

E-mail: pvasilopoulos@torontozoo.ca

2.0 DEFINITIONS

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

- 2.1 **“Board” or “Toronto Zoo”** means the Board of Management of the Toronto Zoo;
- 2.2 **“CEO”** means the Chief Executive Officer of the Toronto Zoo;
- 2.3 **“Consultant”** means the person, partnership or corporation contracting with the Board to provide the required Services;
- 2.4 **“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;
- 2.5 **“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;
- 2.6 **“Exclusive Services”** means those specific services that are approved and authorized by the Toronto Zoo that the Successful Proponent has the exclusive right to supply the Toronto Zoo and its guests.
- 2.7 **“Non-exclusive Services”** means those services that the Successful Proponent does not have the exclusive right to supply to the Toronto Zoo and its guests.
- 2.8 **“Proponent”** means the person, Proponent, firm or, consortium or joint venture that submits, or intends to submit, a proposal in response to this RFP;
- 2.9 **“Proposal Price”, “Contract” and “Contract Documents”** have the meanings set out therefore in clauses contained in these documents;
- 2.10 **Request for Proposal (RFP)”** means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
- 2.11 **“Services” or “Work”** means everything that is necessary to be performed, furnished delivered by the Proponent to meet the Proponent’s obligation under this Contract;
- 2.12 **“Successful Proponent”** means the RFP Proponent selected by the Toronto Zoo to enter negotiations to enter in to an agreement.

3.0 BACKGROUND

3.1 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 conservation science.

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.

3.2 Scope of Work

The purpose of this RFP is to select a Beverage Supplier / Sponsor for a five (5) year term, to be the official and exclusive soft drink provider for the Toronto Zoo. The RFP is being issued through an open, transparent and competitive process for interested Proponents. Proponents submitting a proposal will receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals received.

Proposals must address the RFP content requirements as outlined herein, must be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the Toronto Zoo's ability to conduct a thorough evaluation. The Toronto Zoo is interested in proposals that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.

Proponents shall comply with the provisions of the RFP Process Terms and Conditions contained herein.

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	2022-02-28
Proponents' Question Deadline	2022-03-08
Submission Due	2022-03-15
Proposal Presentation, if required	2022-03-22
Notification of Award By the Toronto Zoo	Week of 2022-03-22
Post-Award	
Commencement of Work	2022-05-01

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.

Proposals submitted in response to this RFP should be detailed sufficiently and demonstrate attention to the scope of the request as outlined in Section 3.0 of the RFP and included the following:

The Proposal should contain the following items:

- 5.1 **Letter of Introduction**
Introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP, and Signed Proposal Submission Forms, Section 9.0.
- 5.2 **Table of Contents**
Include page numbers and identify all included materials in the proposal submission.
- 5.3 **Section 1 – Executive Summary**
Proponent should clearly articulate how their proposal will, in addition to the base financial elements, satisfy the zoo's beverage needs.
- 5.4 **Section 2 – Proponent Profile**
Proponents should have the staff, organization, culture and financial resources adequate to ensure their ongoing ability to deliver and support the Project throughout the period of the Agreement. As well, a profile and summary of corporate history including major clients and full description of business partners. A comprehensive description of the proponent's sustainability initiatives should be included, with particular focus on how the proponent can extend these initiatives into the execution of the contract.

5.5 **Section 3 – Sponsorship Fee being offered annually over the 5 (five) years of the contract**

Specify the cash value of the sponsorship in each of the five (5) years of the contract. Proponent should outline how they will contribute to the Toronto Zoo's guest experience, offsite activation, and list any specific event-oriented initiatives that might positively impact visitor attendance. Any other sponsorship benefits should also be outlined in this section with related details on their contribution to the Toronto Zoo.

5.6 **Section 4 – Commission Vending Machine on site:**

Proponents should specify the commission percentage for the consideration by the Toronto Zoo.

5.7 **Section 5 – Sponsor's ability to meet the needs of all outlets covered in this contract from a servicing point of view.**

Specify and quantify how proponent plans to execute and fully satisfy the service needs of all food and beverage outlets.

5.8 **Section 6 – Sponsor's ability to meet the needs of all outlets covered in this contract from an equipment point of view.**

Specify and quantify how proponent plans to execute and fully satisfy the equipment needs of all food and beverage outlets. Specify Sponsor's ability to include Themed Fascia for all, or the majority of the vending machines – include # of machines and panels.

5.9 **Section 7 – Assignment Understanding**

Provide a statement of the Proponent's understanding of the goals and objectives of the Request for Proposal and how those goals and objectives will be achieved. The following points illustrate the type of information that the Evaluation Committee will be looking for as a demonstration of the Proponent's understanding of the assignment.

- a) The Proposal should demonstrate the Proponent's understanding of the objectives in the request;
- b) The Proposal should indicate specifically what products, services, and activities the Proponent will be providing;
- c) The Proposal should also indicate specifically what products, services, and activities the Proponent will **not** be providing;
- d) The Proposal should define what the Proponent will require from the Board.

5.10 **Section 8 – Pricing of product to concessionaire**

Complete Schedule A (Prices of Soft Drink Beverages) to Appendix A Soft Drink Sponsor Draft Agreement

5.11 **Section 9 – Value of Marketing Programs being offered**

Describe in detail any marketing programs being offered in the marketplace and what value they would bring to the agreement – include both on and off grounds initiatives. Included in this programs description should be (but is not limited to):

- point of sale advertising;
- promotional cups or bottles and other unique product elements – ability to provide some kind of "collectors" series over the length of the contract;
- Event support – degree of participation proposed in the support of the Toronto Zoo's fundraising/private events initiatives;

- Any online advertising and social media support – links, banners, direct connects to Toronto Zoo’s primary website – www.torontozoo.com.

5.12 **Section 10 – Value of Promotional Programs being offered**

Describe in detail any promotional programs being offered in the marketplace and what value they would bring to the agreement - include both on and off grounds initiatives. Included in this programs description should be (but is not limited to):

- Level of support for seasonal events (e.g.. Boo at the Zoo, Earth Day/Party for the Planet, World Animal Day, etc.) – please include # of events the proponent is willing to co-sponsor and to what level
- In-market promotion – proponent should list any level of unique cross-promotional or partner support, including return to gate, third party brand exposure for the Toronto Zoo, package promotions etc.

Proponent should differentiate between cash activation, in-kind activities, celebrity endorsement or event opportunities.

5.13 **Section 11 – Environmental Benefits and Sustainability**

As a leader in environmental conservation, education and research, the Toronto Zoo is very interested in current sustainability and waste diversion initiatives underway in the beverage supply industry. As such, Proponents are expected to indicate in their proposals products and/or services with environmental benefits, and any products and/or services with environmental benefits outside of the specifications called for in the RFP. In particular, Proponents are expected to outline plans on the use of biodegradable beverage containers and their introduction in the Greater Toronto Area and Ontario. Accordingly, the applicability of these plans to the proposal submitted by the Proponent, and the impact on the Toronto Zoo, will be considered in the evaluation of submissions.

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

6.6.1 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:

Criteria	Points available to be awarded
Sponsorship Fee being offered annually over the 5 (five) years of the contract	25
Sponsor’s ability to meet the needs of all outlets from an equipment and servicing point of view	20
Environmental and Sustainability Plans of Proponent	15
Value of Marketing Programs being offered	10
Value of Promotional Programs being offered	10
Outline the pricing and variety of product offered to the Board and Foodservice Operator	20
TOTAL	100
TOTAL TECHNICAL EVALUATION	
<p>Interview: At the discretion of the Toronto Zoo, proponents who have received a high ranking may be invited to an interview with the Evaluation Committee, the results of which will be used by the Committee as a mechanism to revisit, revise, confirm and finalize the score and select the Preferred Proponent.</p>	
Proponent’s Presentation & ability to answer questions during the Interview	50

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

$$\text{Lowest cost proposal} \div \text{Proponent's Price} \times \text{Weighting} = \text{Proponent's Pricing Points:}$$

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.

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

6.7.2 A 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)

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

6.8.2 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.

6.8.3 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.

6.8.4 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

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 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 out 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.

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)**INTENTIONALLY LEFT BLANK**

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):	
<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	

Other reasons or additional comments (please explain):

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

APPENDIX A - REFERENCE FORM

Project Reference One:			
Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Location of Work:			
Nature / Scope of Work:			
Contract Dollar Value:			

Date and Length of Contract:			
Provide the names of Assigned Staff:			

Project Reference Two:			
Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Location of Work:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Contract:			
Provide the names of Assigned Staff:			

Project Reference Three:			
Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Location of Work:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Contract:			
Provide the names of Assigned Staff:			

By submitting this information, I/We hereby authorize the Toronto Zoo for this RFP to contact the above listed individuals and companies to verify the information contained in my/our Proposal 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 RFP 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 approximately twenty minutes and is available on-line at <http://www.mcsc.gov.on.ca/mcsc/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."

APPENDIX C- ENVIRONMENTAL SUSTAINABILITY

Has your company achieved (or is it committed to) any of the following activities? Check all that apply and provide details/targets/goals:

- Increase renewable energy sources and/or reduce the company's overall energy usage
- Reduced use of fossil based fuels or ozone depleting substances, or GHG emissions
- Implemented initiatives to reduce waste at the source and divert the waste from landfills/incineration
- Recycled water or other water recovery systems to reduce the use of potable water
- Responsibly dispose of all hazardous waste generated from production.
- Other: include an explanation of any on-going efforts or plans that the vendors has, or has taken to address climate change and their environmental impact

Please provide details