

2019-04-18

**REQUEST FOR PROPOSAL
CONSULTING SERVICES FOR
FRONT ENTRANCE AND WELCOME AREA
RFP #02 (2019-04)**

You are invited to submit a written proposal to provide consulting services for the Front Entrance and Welcome Area Project at the Toronto Zoo. Services to be provided include: the analysis of all site constraints and opportunities, review of existing facilities, services and drawings, the conceptual design of new Front Entrance and Welcome Area and entry animal experience, detailed design, preparation of specifications and drawings, review and recommendation of tender submissions and contract administration throughout the construction phases of the Project.

Project Briefing: A project briefing for consultants will be held **Thursday, 2019-04-25, at 1000 hours (10:00 a.m.)**. Meet at the Administrative Support Centre, enter at Gate A, 361A Old Finch Avenue, west of Meadowvale Road, Toronto, Ontario, M1B 5K7.

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

Due Date: **Friday, 2019-05-15 by 1200 hours (noon), local time**

Proposals shall remain in effect for a period of one hundred and twenty (120) 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 416 392-5916 or pvasilopoulos@torontozoo.ca. If you require further technical details, please contact Leona Mitchell – Director, Facilities & Services, lmitchell@torontozoo.ca.

Yours truly,

Paul K. Whittam
Director, Finance & Computer Services

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Other Attachments:

Site Service Plan (page 30)

The following can be downloaded from the Toronto Zoo website:

Strategic Plan 2015-2020 (<http://www.torontozoo.com/ExploreTheZoo/Vision/?pg=Strategic>)

2016 Master Plan (<http://www.torontozoo.com/ExploreTheZoo/Vision/?pg=Master>)

1.0 GENERAL TERMS

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 **“CEO”** means the Chief Executive Officer or designate representative of the Toronto Zoo;

1.1.3 **“Consultant”** means the person, partnership or joint venture contracting with the Board to provide the required Services;

1.1.4 **“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;

1.1.5 **“Contract Price”** means the price payable under the contract to the Consultant, being the Proposal Price eventually accepted by the Board of Management of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;

1.1.6 **“Project Co-ordinator or Project Manager”** is the person designated by the Board to manage the project for the Toronto Zoo;

1.1.7 **“Proponent”** means an individual partnership or joint venture that submits or intends to submit, a proposal in response to this Request for Proposal;

1.1.8 **“Proposal Price”**, **“Contract”** and **“Contract Documents”** have the meanings set out therefore in clauses contained in these documents;

1.1.9 **Request for Proposal (RFP)”** means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;

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 OVERVIEW

The Toronto Zoo opened August 15, 1974. Home to more than 5,000 animals and 300 exhibits representing the world’s biomes, the Zoo is situated on 697 acres of land in the picturesque Rouge Valley. The Zoo attracts an average of 1.3 million guests annually.

The existing front entrance of the Zoo was designed and built as part of the original construction. Minor modifications have been made subsequently with the addition of the Greenhouse gift shop, the expansion of admission booths, and also landscape upgrades. The Front Entrance and Welcome Area Project is identified for completion as part of the 2016 Capital Master Plan.

The front entrance of the Toronto Zoo should be state of the art community gathering point and show the Toronto Zoo as a world-class institution in the zoo community. A major revitalization is pivotal to signify the guests’ arrival point to the largest zoo in Canada and

to provide essential and compelling guest services. This area of the Zoo has a major impact on the guest perception as it is the first and last point that a guest sees during their visit. The new front entrance should be welcoming, functional in terms of services and amenities for guests and staff and leave a lasting impression on all. It should also have the potential to serve as a community centre, active year round and in the evenings. The design for the new front entrance and welcome area will include construction of a new facility that will contain guest admissions, retail, rental services, restaurant and food preparation space, an animal exhibit, event/community spaces, office space, space for educational opportunities and a theatre.

This project will be a multi-year project. Design for the full project will be completed immediately, however construction will be phased to accommodate the budget and to maintain site access throughout the construction. It is expected that the north side of the entrance will be completed as Phase I construction and the south side will be part of Phase II construction, however the exact phasing process will be determined once design is underway. Phasing will be critical to the success of this project in order to coordinate demolition, temporary facilities and new construction while maintaining a fully operational site.

Capital funding is available for the design and a portion of construction, while external financial support will be required to fund the remaining portion of the project. This funding will allow the zoo to improve existing infrastructure and create new facilities. The aim of the design is to greatly enhance the guest experience.

The Toronto Zoo is seeking a qualified and experienced consulting team to facilitate and develop a sustainable and state-of-the-art design for the Front Entrance and Welcome Area. Discussions with appropriate Toronto Zoo staff and a complete review of the site, facilities, exhibits, equipment and infrastructure is required to confirm the design concept and prepare the required design documents. As well, the direction of the Zoo and its mission and vision, goals and objectives as set out in the 2015-2020 Strategic Plan and the 2016 Master Plan have to be considered in preparing your proposed design with respect to animal care, existing structures, site conditions, financial sustainability, conservation, education and guest experiences.

The terms of this engagement are outlined in a deliverable of set objectives over a four year period, to commence immediately upon award and issuance of the purchase order.

3.0 DESCRIPTION AND SCOPE OF PROJECT

3.1 Conceptual and detailed design drawings, and tender documents are to be completed in early 2020 construction anticipated for completion between fall 2021 and 2023 for both phases of the project. The Consultants, in collaboration with its sub-consultants responsibilities include (for detailed summary refer to section 7 to 11 below):

a) Conceptual design;

Complete consultations with Zoo staff to develop a set of conceptual design plans and renderings showing how the proposed design will look and how they will meet the requirements set out in the RFP and in with the 2016 Master Plan. Sign off of the conceptual Design by Toronto Zoo is required prior to the consulting team moving to detailed design.

- b) Detailed design includes all products leading to Final Plans and Specifications for tender;**
Finalization of conceptual design for the front entrance improvements. Detailed design services will include, but not be limited to, colour boards, fixtures & finishes, working to AODA standards, all applicable codes, review of similar projects, associated design work, incorporating animal, guest and zoo needs, and landscaping. Preparation of all Tender Documents ready for issuance by the Toronto Zoo, including certification of construction ready drawings and specifications by Architect/Engineer is required. Will be involved in request for pre-qualification of contractor process.
- c) Construction Document & Procurement Phase;**
Completion of tender documents (using Zoo's standard Instruction to Bidders, forms & Terms & Conditions), including drawings and specifications, attending site briefing, review of recommended contractor references, review of the tender submissions and recommendation to the Toronto Zoo of a successful contractor.
- d) Construction & Contract Administration Phase;**
The Consultant will perform construction administration and provide inspection and reporting services during the course of construction of the front entrance improvements. Services during the course of construction to include field review, as required for conformance to all plans and specifications and as required by the Building Permit Process, cost control, invoice certification, reporting, preparation of all documentation required for changes, other documentation, deficiency identification, follow-up inspection, and project close-out and commissioning.
- e) Project close-out and Commissioning.**
Commissioning of services to ensure all systems operate as designed. Review of operation and maintenance of all equipment with Toronto Zoo staff.

The Consultant, in collaboration with its sub-consultants, will assess the current proposed areas and surrounding site to evaluate design revitalizations for the area. Site services (water, sanitary, storm, electrical and communications), demolition of the existing facilities, soft and hard landscaping, plumbing, electrical, mechanical, etc. will be included with the design, as well as all necessary permits that will be required.

- 3.2 The consultant will be required to complete all services necessary for the Toronto Zoo to implement the front entrance revitalization. The services shall include, but will not be limited to:
- Planning, including information gathering, site analysis and program development
 - Stakeholder consultation meeting(s)
 - Preparation and/or review of existing plans provided by the Toronto Zoo
 - Coordination with Sub consultants, Zoo, City and authorities having jurisdiction
 - Conceptual design, and design development graphics for meetings, reports and approvals
 - Detailed design and issued for permit drawings

- Contract documentation, signed & sealed construction drawings and specifications; and cost estimates
 - All site review, final commissioning, and close-out services as follows and as further defined in Section 3.1 above:
- 3.3 The Project detailed design and construction implementation must benefit from specialists in modern facility design and construction techniques. Benefiting from specialists in modern zoo facility design and construction techniques, would be considered an asset, but is not required. The Consultant Team proposals must demonstrate this expertise and experience through the successful completion of similar projects. Details regarding special materials, equipment, facility design, energy design strategies and other related project design are the responsibility of the Consultant. Final detailed design products, drawings, specifications, renderings, photographic and other design products following Consultant and Zoo approval must be reviewed and approved by all authorities having jurisdiction.
- 3.4 The Project must be integrated into the existing Zoo site consistent with the current and future public and staff service circulation, physical site features, and site and facility plans.
- 3.5 Existing site drawings at the Toronto Zoo are for review and site familiarization only. Conceptual drawings and background information, provided by the Zoo, are for general layout and reference and not to be treated as final design products. Specifications for some typical details from similar projects, as prepared by the Zoo with previous Consultants, are to be reviewed, and/or modified where necessary and used by Consultant to formulate drawings and specifications for all related work (architectural, landscaping, structural, interior animal holding, servicing, electrical, mechanical work, etc.) required for design and implementation of the Project.
- 3.6 The total budget for this project is a maximum of \$18,884,000 including consultants fees, construction, construction contingency allowance and excluding taxes. Consultant to liaise with Zoo staff throughout the Project to confirm final design details.
- 3.7 Upon successful selection of consultant, the Conceptual Design phase is expected to be undertaken immediately and proceed as fast as possible. Detailed design is to be completed by June 2020, for a July 2020 tender with construction starting in the Fall of 2020. See Section 8.0 for the detailed schedule requirements. The project is a priority for the Zoo and will be our major new openings in 2021 and 2023.
- 3.8 The Consultant shall keep proper record of accounts including supporting documents for the services rendered as a result of this Agreement and these records of account shall be open for inspection and/or audit by the Zoo upon reasonable request during normal business hours at the Zoo. Such records shall be retained for two (2) years following the completion of the services.
- 3.9 Proponent's Investigations and Responsibilities
- Has carefully examined the RFP documents and has a clear understanding of all services required by the Toronto Zoo as described in this RFP;

- 3.9.1 Is in good standing with its creditors and financial institutions and is financially able to perform and meet any and all duties, liabilities and obligations as may be required of it under any Contract resulting from this RFP;
- 3.9.2 Has been afforded the full opportunity to make any and all investigations relative to the terms and conditions set out within this RFP understanding that it is the Toronto Zoo's intent that these form the basis and circumstances under which a contract will be performed;
- 3.9.3 Has put forth all of its comments and/or questions with respect to this RFP over the period that inquiries were allowed for and affirms its agreement that the Toronto Zoo has adequately responded to these concerns or questions in one matter or another either through direct response or through published Addenda; and
- 3.9.4 Will not make any claims for extra compensation, damages or extension of time for completion of its Proposal from the Toronto Zoo based on any alleged misunderstanding of this RFP or because of any lack of information concerning, or alleged misrepresentation of, the terms and conditions as set forth in this RFP.

4.0 CONSULTANT SERVICES DELIVERABLES BY THE SUCCESSFUL PROPONENT

- 4.1 Upon award of the contract, the selected firm will enter into an agreement for Architectural and Engineering Services with the Zoo, incorporating the terms and conditions of the Request for Proposal and the proponent proposal.
- 4.2 Identify/validate the program; identify opportunities/constraints;
- 4.3 Design work is expected to be undertaken consistent with the Toronto Zoo Capital Works Program implementation.
- 4.4 Direct assistance and liaison of consultant with designated Zoo Facilities & Services staff regarding planning, design, construction, organization and scheduling. Identify and address the specific functional requirements of the program for the existing and future site users, and the concerns/issues of the community.
- 4.5 Consultant to co-ordinate and liaise with all sub-consultants and others as necessary making sure all relevant issues, opportunities, and constraints have been raised and concluded.
- 4.6 Consideration must be given to the use of reused and recycled products, sustainable products, consideration for waste management concerns and energy efficiency within the design. Consideration should also be given to the use of long lasting maintenance free products where possible and appropriate. Consultant to assess and prepare a report detailing energy use change resulting from the project.
- 4.7 Review existing inventory information and design concepts. Prepare inventory audit if required
- 4.8 Regular meetings with designated Zoo staff will be required to finalize program requirements, design, development, concept drawings, specifications,

implementation schedule and accurate Project costing products. Consultant to attend and take minutes at all design meetings.

- 4.9 Consultant to provide all aspects of the conceptual design work including drawings, sketches, precedent photos, presentation materials and 3D renderings and graphics.
- 4.10 Consultant to revise the conceptual design drawings, as instructed, to meet the requirements of the Toronto Zoo.
- 4.11 Consultant to ensure notification of sub-consultants, names and phone numbers etc. for site access security purposes during design. Consultant and sub-consultants to attend a project start up meeting with appropriate Zoo staff for site access security purposes.
- 4.12 Consultant to prepare detailed design drawings and specifications from Zoo site drawings, typical specifications supplied by the Zoo and all animal holdings and staff/animal facilities components design from Project team meetings and workshop developments. The following authorities, guidelines and directives, among others, must be considered and developed into designs, as appropriate:
- Ontario Ministry of Agriculture – Animals for Research Act
 - Ontario Ministry of Labour - Health & Safety Act
 - Ontario Hydro Energy Conservation Design Guidelines
 - City of Toronto Energy Efficiency Guidelines
 - AZA Guidelines for Zoo Animal Facilities and Aquarium exhibits
 - Toronto Green Standards
 - Ontario Building Code
 - Climate Change Risk Management
 - Accessibility Design Guidelines – City of Toronto
 - Accessibility for Ontarians with Disabilities Act (AODA)
- 4.13 Consultant to revise the drawings and specifications as instructed, to meet the requirements of the Toronto Zoo.
- 4.14 Consultant to seek the building permit where applicable, and all other approvals from authorities having jurisdiction on behalf of the Zoo, and such work to be considered part of the Scope of Work of the Consultant in the Fee Proposal. Consultant to submit all necessary Project reports including final Project review report to authorities having jurisdiction on behalf of the Zoo. Please note any Building Permit Application fees, and other associated fees that may be required, will be paid by the Zoo and should not be included in your fee proposal
- 4.15 Preparation of final Plans and Specifications including all drawings (Architectural, Structural, Mechanical, Electrical, Landscape, etc.), specifications, renderings, models and photograph reference as necessary for tendering and construction.

- 4.16 Retention of all specialized Sub-consultants (e.g. architectural, engineering, landscape, quantity surveyor/cost consultant etc.) necessary to complete detailed design of the Project.
- 4.17 The Consultant to arrange soil, survey, or other investigations, and analysis if required, as part of their work for the Project. The Consultant will coordinate the above and Toronto Zoo will pay the contractor directly for this work.
- 4.18 Design, preparation, review and submission of conceptual and detailed design drawings, renderings, and specifications and related design products for approval, for all aspects of the work as necessary for the Project. Extent of mechanical, electrical drawings, investigations, and other needs for the Project to be determined as part of the classification of the buildings, based on the Ontario Building Code and Zoo requirements.
- 4.19 Design of graphics & interpretives/interactives. Graphics will be required for all buildings and graphics, interpretives/interactives are required for Otter exhibit.
- 4.20 Wayfinding signage for the front entrance has been designed as part of the 2019 Wayfinding project.
- 4.21 Preparation of final comprehensive construction tender documents including drawings and specifications for the Project. The Toronto Zoo will provide the Instructions to Bidders, General Conditions and Form Documents.
- 4.22 Consultant to attend site briefing of contractors and assist with preparation of addenda during tendering of project.
- 4.23 Consultant to review tender documents for the Project against requirements and Project budget and make recommendations.
- 4.24 Review tender submissions against requirements and project budget, confirm references and recommend a successful contractor to the Zoo for award of the work.
- 4.25 Consultant to attend pre-construction start-up and Health & Safety meeting with contractor(s), Zoo Facilities & Services staff and Safety & Security staff.
- 4.26 Consultant to attend and take minutes at all design, facility & program reviews, and special meetings as required throughout the duration of the project. Consultant to attend bi-weekly site meetings during construction of the project.
- 4.27 Consultant to ensure arrangement of construction work to be undertaken through liaison with Zoo staff to allow animal moves etc., for the best interest of the Zoo animal collection.
- 4.28 Inspection and general supervision of contractors and subcontractors to include all work (design and fabrication, architectural, structural, mechanical and electrical special materials and items, etc.) required to finish the project. The contractor must be notified of incorrect or unacceptable work immediately for prompt correction.

- 4.29 Consultant to be cognizant of the planned Project construction budgets in the Zoo Capital Works Program, design within budget, and undertake more detailed cost analysis where warranted during the detailed design of the Project.
- 4.30 Consultant to design within specified project budget limitations and be responsible for all work necessary to ensure conformance to budget, which includes the cost of construction, consultant fees, permits, disbursements, etc. Consultant to prepare a working budget for evaluation and analysis of tender results including unit prices as applicable.
- 4.31 Consultant will be responsible for re-design as necessary without additional cost if the Consultant costings are demonstrated to be in excess of budget amounts as determined by the CEO, or designate.
- 4.32 Toronto Zoo. Any need to adjust Project costing must be communicated during detailed design and co-ordinated with Zoo staff if adjustments are deemed necessary.
- 4.33 Consultant to ensure notification prior to construction to the Zoo of list of contractors and sub-contractors, names and phone numbers etc. for site access security purposes.
- 4.34 Construction Contract Administration throughout the construction phases of the Project to final completion. Resident site inspection will be provided if requested by the Zoo, at a specified daily rate.
- 4.35 Consultant to review, prepare, recommend and issue site instructions (SI), requests for information (RFI), contemplated change orders (CCO) and change orders (CO), including for correction of site conditions, unknowns, and owner requested changes that are within the contingency allowance, as required to the contractor performing the **Project**, at no additional fee.
- 4.36 Consultant to review and approve shop drawings for all aspects of the work as necessary during construction.
- 4.37 Review of contractor invoices and preparation and review of certificates of payment are the responsibility of the Consultant.
- 4.38 Consultant to co-ordinate and liaise with all Sub-consultants and others as necessary making sure all relevant issues have been raised and concluded.
- 4.39 Preparation of bi-weekly progress report, verifying Project in place and schedule of completion.
- 4.40 Direct assistance and liaison of Consultant with Zoo Project Management staff regarding planning, design, final detailed design and construction implementation reporting.
- 4.41 Consultant to perform commissioning services for all systems to confirm they are operating as designed. Consultant to attend commissioning and review of equipment with contractor and Toronto Zoo staff.

- 4.42 Consultant to ensure that all close-out documentation is provided including as-built drawings, maintenance manuals, operating manuals, warranty information etc. as per the contract documents.
- 4.43 Consultant to re-inspect the project, to liaise with contractors and other consultants, making sure all deficiencies have been corrected prior to the expiry date of warranties.

5.0 MEETING MINUTES

- 5.1 The Consultant will be responsible for recording all meeting minutes for the meetings noted above, including significant proceedings and decisions, identifying 'action by' parties, and will reproduce and distribute copies of minutes within three (3) business days after each meeting and transmit to Toronto Zoo for review and approval. Final approved minutes will be distributed by the Consultant to meeting participants, affected parties not in attendance, Consultants and the Zoo.
- 5.2 The Consultant will be responsible to conduct bi-weekly site meetings during the construction phase of the work including all participating sub consultants, contractors and tradespersons, recording all meeting minutes, including significant proceedings and decisions, identifying 'action by' parties, and will reproduce and distribute copies of minutes within three (3) business days after each meeting and transmit to Toronto Zoo for review and approval. Final approved minutes will be distributed by the Consultant to meeting participants, affected parties not in attendance, Consultants and the Zoo

6.0 DESIGN SERVICES

- 6.1 Project Orientation and Initiation
 - 6.1.1 Project orientation meeting with Zoo Staff– clarification of project objectives, scope of work, information transfer, schedules and process steps.
 - 6.1.2 Information assembly and review: If available, the Zoo will provide to the Consultant, any relevant existing site information it may have on file. This may include previous concepts or designs, project history, photos and aerial documentation, environmental assessments, tree inventories, record drawings, project goals and visions.
 - 6.1.3 Verify and analyze all existing information related to the sites and identify opportunities, constraints and issues that require clarification or assessment work before start of concept and detailed design.
- 6.2 Program, Conceptual Design, Consultation
 - 6.2.1 Develop program options appropriate for the service level, area context and inventory, and site parameters.
 - 6.2.2 Prepare conceptual drawings of site considering and incorporating feedback from orientation workshop ensuring specific features are consistent with achieving project objectives, adhere to safe and sustainable design and construction standards.
 - 6.2.3 Prepare information for preliminary cost estimates and materials list for conceptual designs.
 - 6.2.4 Revise conceptual designs and generate preliminary cost estimates based on feedback and guidance received from the Zoo and other stakeholders.
 - 6.2.5 Prepare materials as needed for presentation and discussion to the Zoo and other stakeholders.

- 6.2.6 Meet with the Zoo and other stakeholders to facilitate discussion about the design concepts, gather feedback, comments, and field questions (Zoo will provide the venue and arrange the meeting)
 - 6.2.7 Adjust and update conceptual designs as required.
 - 6.2.8 Review and analyze feedback with Toronto Zoo Project contact to update concept design accordingly.
 - 6.2.9 Meet to update Zoo and other stakeholders to refine preferred conceptual designs, materials lists and construction cost estimates.
 - 6.2.10 Prepare information as needed for reports to Zoo Management to seek endorsement/approval of the preferred conceptual design and to proceed to next phase of detail design.
- 6.3 Detailed Design and Specification Documents
- 6.3.1 Provide construction methodology, materials list, and timelines.
 - 6.3.2 Meet with Zoo to develop design details and standards of project components.
 - 6.3.3 Prepare preliminary cost estimates, based upon input from the Consultant Team's Quantity Surveyor.
 - 6.3.4 Coordinate all design and development drawings.
 - 6.3.5 Prepare contract documents: detailed drawings and specifications for tender.
 - 6.3.6 Make all necessary applications and obtain permits from all Outside Agencies Permits, as a reimbursable expense and include on the Tender Drawings as required prior to tender release.
 - 6.3.7 Prepare refined cost estimates for the approved design, based upon input from the Consultant Team's Quantity Surveyor.
 - 6.3.8 Review detail design drawings with Zoo at milestone completion stages of drawing process.
 - 6.3.9 Review construction schedule for final approval with Project Manager.
 - 6.3.10 Prepare requested information for the report to Zoo Management to update on the final drawings, costing, project budget, procurement and construction schedule.
 - 6.3.11 Provide all Drawings and Specifications for review at the 25%, 50% and 75% submissions. Final Drawings and Specifications are to be provided prior to 95% Design Review.
 - 6.3.12 Provide a detailed maintenance program for on-going maintenance.
- 6.4 Asset Inventory
- 6.4.1 Upon approval at the 100% Final Design Review stage the Consultant shall complete, and submit to the Project Manager, an Asset Inventory Form. The proposed assets shall be identified on the form so that they can be added to the Zoo-wide inventory for the purpose of maintenance budgeting. Toronto Zoo will supply blank asset inventory forms to the Consultant.

7.0 CONTRACT DETAILED DESIGN DRAWING AND SPECIFICATIONS DOCUMENTS REVIEW PROCESS

The Consultant will meet with designated Zoo staff for detailed design review comments at the 25%, 50%, 75%, 95% and 100% of the Contract Drawing stages. The Consultant monthly progress invoices will be based on work completed as outlined below and as specified elsewhere in this RFP. The design review stages will form the basis for the percentage of the Fee (Lump Sum) payment to the Consultant, as submitted by the

Consultant in their 'Schedule of Payment' table and associated responsibilities as outlined in this RFP and below.

7.1 Contract Design Drawings

To be submitted at each stage with the 'Draft Contract Package' consisting of the Detailed Specifications, Estimates and Construction Schedule, as the project progresses.

7.1.1 The Consultant shall provide, in the 2016 version of AutoCAD dwg. And electronic file (PDF), for review and comments by the Zoo.

7.1.2 25% Design Review, consists of, but is not limited to:

7.1.2.1 Attendance at all the design meetings between the Consultant, Zoo staff;

7.1.2.1 Referencing assembled background information, data, photographs and specifics;

7.1.2.1 Proceeding with the proposed methodology;

7.1.2.1 examine and appraise existing site conditions and assess in refining the conceptual plan;

7.1.2.1 Coordinate investigation(s) and report if deemed necessary by the Consultant and the Project Manager, confirming existing site condition and site services;

7.1.2.1 Investigate, explore detail options, establish finishes and materials, prepare preliminary detailed design plans;

7.1.2.1 Prepare and provide Class D cost estimate;

7.1.2.1 Prepare the preliminary Drawing List.

7.1.3 50% Design Review consists of, but is not limited to:

7.1.3.1 Attendance at all the design meetings between the Consultant, Zoo staff;

7.1.3.1 Draft preparation of a final layout plan, sections, elevations;

7.1.3.1 Infrastructure works (hard) infrastructure works (soft), construction details plan and contract specifications;

7.1.3.1 Prepare and provide schedule of quantities and Class C cost estimate;

7.1.3.1 Preliminary project specifications.

7.1.4 75% Design Review consists of, but is not limited to:

7.1.4.1 Attendance at all the design meetings between the Consultant, Zoo staff;

7.1.4.1 Preparation for final layout plan, sections, elevations, site servicing works;

7.1.4.1 Infrastructure works (hard) infrastructure works (soft), construction details plan and contract specifications;

7.1.4.1 Prepare and provide schedule of quantities and Class B cost estimate;

7.1.4.1 Draft of complete project specification package;

7.1.4.1 Draft of complete project drawing package (including all disciplines).

7.1.5 95% Design Review consists of, but is not limited to:

- 7.1.5.1 Attendance at the final meeting with Zoo staff, final preparation of the layout plan, sections and site servicing works;
 - 7.1.5.1 Infrastructure works(hard) infrastructure works(soft);
 - 7.1.5.1 Construction drawings, details, detailed contract specifications, detailed construction estimate at a Contract Document level where only review and comments will be necessary from the Zoo and forwarded to the Consultant for revisions and completion of the Tender Package.
 - 7.1.5.1 Prepare and provide Class A cost estimate;
 - 7.1.5.1 Completion of the asset inventory form
- 7.1.6 100% (Final) Drawings – Issue for Permit Set consists of, but is not limited to:
- 7.1.6.1 Upon receipt of the marked up check prints from the 95% Design Review, the Consultant is to amend and provide hard copy sets of original signed and sealed drawings and specifications as requested by staff for Permitting purposes, as well as, a USB Flash Drive digital document file in the 2016 version of AutoCAD in .Dwg format.
- 7.1.7 Issued for Tender Drawings
- 7.1.7.1 Sealed and Stamped Drawings
 - 7.1.7.1.1 The Consultant, after revising the drawings based upon the comments received from the Permit staff review, will provide original signed and sealed drawings, and transfer final digital files into the 2016 version of AutoCAD dwg. format on a USB Flash Drive for the Zoo. Also, the Consultant will submit, in printed and digital format, the Detailed Specifications. The Format of the digital files will be compatible with the Zoo's versions of MS Word and MS Excel. Digital file transfer is to be electronically through email, and USB Flash Drive to Zoo staff.
 - 7.1.7.1 Agency Liaison
 - 7.1.7.1.2 The Consultant will be responsible for the submission of Construction Drawings, as required, for any building, plumbing or environmental reviews. The Consultant will be responsible to revise the drawings, as instructed, to meet with the specific codes. The Consultant will be responsible for obtaining any and all building, plumbing or environmental permits, etc.

8.0 DRAWING DELIVERABLES

- 8.1 Conceptual Design Drawings shall include, but not limited to:
 - 8.1.1 Site Analysis/Site Services Plan;
 - 8.1.2 Preliminary Concept Plans and Sections;
 - 8.1.3 Illustrative Sketches, Photos and Graphics;
 - 8.1.4 Presentation Materials;
 - 8.1.5 Renderings and 3D Models;
 - 8.1.6 Preferred Concept Plans;

- 8.1.7 Finishes/Products and Specifications Identified;
- 8.1.8 Preliminary Costing and Budget Review

8.2 Contract Drawings

The following is a list of drawings the Consultant will be expected to produce for review by the Zoo. The final list of Contract Drawings will not be determined until the Final Concept Plan has been approved. **Additional drawings may be required, or drawings noted below may be eliminated based on the approved program elements as determined in the Final Concept Plan, and as requested by the Project Manager.** Drawings shall be produced on separate drawing pages and multiple titles shall not be combined onto one drawing page.

- 8.2.1 Cover/General Information/Drawing Index Page;
- 8.2.2 Existing Conditions Plan;
- 8.2.3 Tree Protection Plan;
- 8.2.4 Demolition/Removals Plan;
- 8.2.5 Plans, Elevations, Sections
- 8.2.6 Layout Plan;
- 8.2.7 Materials Plan;
- 8.2.8 Civil/Site Servicing Works (i.e. storm, sanitary, water, gas, electrical);
- 8.2.9 Building Site & Services Plans
- 8.2.10 Infrastructure Works – Hard (i.e. asphalt/concrete pathways, chain link/custom fencing, site furnishings)
- 8.2.11 Infrastructure Works – Soft (i.e. landscaping, planting, irrigation)
- 8.2.12 Construction Details;
- 8.2.13 Door/Window schedules;
- 8.2.14 Specifications;
- 8.2.15 Schedule of Quantities & Price Estimate
- 8.2.16 Project Record Drawings (as built)

The Consultant will prepare drawings and specifications at the 25%, 50%, 75%, 95% and 100% Contract Drawing stages, along with construction estimates.

9.0 DRAWING FORMAT

- 9.1 All plans are to be produced in the 2016 or latest version of AutoCAD, using Standard CAD layering conventions, and submitted at the 25%, 50%, 75%, 95% and 100% stages in .dwg format, with the 100% stage submitted on a USB Flash Drive and PDF format. No other drawing format will be accepted or considered.

10.0 PROCUREMENT PHASE

- 10.1 The Zoo's Purchasing Department will be responsible for the administration of the construction Tender process, including its release, closing and selection of the successful Tender. The Consultant will be available and provide assistance to the Project Manager throughout the entire Tendering process.
- 10.2 The Zoo will review the submitted Tenders and tender selection will be based on the Zoo's Tender Evaluation Form. The Consultant will be asked to assist but the final selection decision will be made by the Zoo.

- 10.3 The Zoo and Consultant will meet to determine target dates for the pre-award and pre-construction meetings. The pre-construction meeting date will be selected based upon the Zoo's decision for the project to proceed.

11.0 CONSTRUCTION & CONTRACT ADMINISTRATION

- 11.1 The Zoo will arrange a pre-construction meeting for which the Consultant shall attend. The pre-construction meeting date will be selected based upon the Zoo's decision for the project to proceed in a timely manner.
- 11.2 The Consultant shall ensure that all design and development for this project complies with all requirements of the City of Toronto's Zoning Bylaw and Building Bylaws as well as all other applicable Federal, Provincial and Municipal laws and bylaws.
- 11.3 The Consultant will obtain all development and building permits, variances if required, and any other permits and approvals necessary by authorities having jurisdictions prior to the preconstruction meeting, in order for the project to proceed in a timely manner at that time.
- 11.4 The Consultant will have ongoing review submittals for the Contractor for approvals including, but not limited to: shop drawings, samples, mock-ups and test results.
- 11.5 The Consultant will be responsible to attend all site meetings including all participating sub consultants, contractors and tradespersons.
- 11.6 The Consultant shall record all meeting minutes, including significant proceedings and decisions, identifying 'action by' parties, and will reproduce and distribute copies of minutes within three (3) business days after each meeting and transmit to meeting participant, affected parties not in attendance, Consultants and the Zoo.
- 11.7 The Consultant will review all monthly trade progress claims, provide payment certificates and forward to the Project Manager.
- 11.8 The Consultant will inspect work in progress, prepare and issue progress and field review reports, certify substantial and total completion, and assist in rectifying deficiencies within one (1) year of total completion.

12.0 FIELD AND CONSTRUCTION REVIEW

- 12.1 The Consultant will be responsible to conduct regularly scheduled field reviews, including all material and equipment inspections prior to delivery to the site, to determine if the work performed, products, material and equipment conforms to the design and specifications.
- 12.2 The Consultant will be responsible for all construction review reports and coordination of the construction reviews by the appropriate members of the Consulting Team for the work. The Consultant will be responsible for all construction review reports and will forward them to the Project Manager within three (3) days of the review.
- 12.3 The Consultant, in consultation with their Sub Consultants, shall review and interpret the results of all reports and testing conducted on this project.
- 12.4 The Contractor is responsible for their own Quality Control (QC), but the Consultant shall be responsible for Quality Assurance (QS) and will not allow any features, materials or components to be supplied or, installation work to proceed, until positive test results on the features, materials or components are received, reviewed and accepted by Consultant and the Zoo.

13.0 RECORD DRAWINGS

- 13.1 Upon completion of construction the Consultant shall be requested to supply record plans, based upon information accumulated in the field and received from Sub consultants, Contractors and City Inspectors.
- 13.2 Upon receipt of marked-up check prints from Sub consultants, Contractors and City Inspectors, the Consultant is to amend the Contract Drawings and provide AutoCAD drawings in .dwg files and PDF copies on a USB flash drive to the Zoo's currently acceptable standards.

14.0 CONSULTANT SERVICE CONTINUITY REQUIREMENTS

14.1 Service Continuity

The Zoo acknowledges that all plans, specifications, drawings and designs are provided by the Consultant to the Zoo on the assumption that the Consultant will continue with the Services during construction and installation relating to such plans, specifications, drawings or designs. Accordingly, such plans, specifications, drawings and designs may not be sufficient or reliable on their own in the absence of such Continuity of Services. The Zoo shall give due consideration to continuing with the Consultant's Services during construction and installation and shall consult with the Consultant prior to retaining any party other than the Consultant to continue the Services during construction and installation. If the Consultant is not retained to provide services during construction and installation then the Consultant shall not be liable in contract or in tort for any loss or damage incurred as a result of any defect or deficiency in any plans, specifications, drawings or designs provided by the Consultant to the Zoo, except where such defect or deficiency would be obvious or apparent to an experienced professional performing services similar to the Services. The Proponent is to provide a separate section in the Proposal and show in the Level of Effort Table which clearly identifies the required level of Field Services required by the Proponent, and whom (i.e. identify personnel) will be providing those field services, during construction that will satisfy the Service Continuity Requirements.

14.2 Field Services Schedule

- 14.2.1 A Service Continuity Checklist, which will require the acceptance and sign-off by the lead discipline, has been prepared by the Zoo as a component of this RFP as outlined below. This will ensure quality control and that a proper level of inspection has been carried out by the appropriate personnel during critical points of the construction phase.
- 14.2.2 The Contractor shall be instructed to contact the Sub Consultant Specialists (i.e. Civil Engineer and Specialty Consultant) to attend at specific stages when testing/inspection are required including, but not limited to, the items outlined below. The Construction will not be able to proceed until acceptance and sign-off has been completed by the appropriate personnel.
- 14.2.3 The Consultant, in consultation with their Sub Consultants, shall review and interpret the results of any and all reports and testing carried out on this project and reports that interpretation to the Project Manager.

15.0 WORK PLAN SCHEDULE

15.1 Consultant's Acknowledgement

The Consultant is responsible for their availability and ability to meet time schedule and completion date with a written acknowledgement of the Consultant's ability to deliver the required Services to the Zoo given the Consultant's existing workload and future commitments. If the Consultant cannot meet the completion date for the 'Design

Schedule' or, the target completion date for the 'Construction Schedule', then this should be **clearly identified on the work plan schedule in the Proposal submission.**

16.0 INSURANCE, INDEMNIFICATION AND POLICIES

- 16.1 Professional liability insurance in the amount of \$1,000,000 (per claim) and \$2,000,000 general liability insurance in respect of injury or death to a single person or for property damage in a manner satisfactory to the Chief Executive Officer must be maintained through the Project and included in the Fee Proposal.
- 16.2 The Consultant hereby agrees that the Consultant will keep harmless and fully indemnify the Board, the City of Toronto, the Toronto and Region Conservation Authority, their employees, officers and agents against all actions and claims against all loss, liability, judgments, costs, demands or expenses which they or any of them may sustain as a result of the negligent or intentional acts or omissions of the Consultant, its agents, servants, employees or sub-consultants or any of them, in the performance of the Services, save and except and only to the extent that any such loss, liability, judgments, costs, demands or expenses are caused by the Board or those for whom at law it is responsible.
- 16.3 All insurance policies shall be endorsed to provide a minimum advance written notice of not less than thirty (30) days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made to the Chief Executive Officer.
- 16.4 The Consultant shall, as applicable, conform to and enforce strict compliance with the Occupational Health and Safety Act and for purposes of the Act be designated as the "constructor" for the Service.
- 16.5 The Consultant must adhere to all relevant Zoo policies, including, but not limited to, the Contractor Safety Policy, Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the CEO shall supply to the Consultant.

17.0 LEVEL OF EFFORT AND FEE SCHEDULE

17.1 Fee Schedule and Cost of Services

- 17.1.1 The Proponent shall attach a Level of Effort and Fees Schedule for all of the Services outlining level of effort by each team member, including hourly rates and total lump sum fee. The hourly rates will be used to value additional services if required. The fee schedule should show the maximum upset limits that the Consultant will not exceed unless the Project Manager request additional services which are beyond the Scope of Work as outlined in this RFP.
- 17.1.2 The Zoo shall provide the Consultant an upset project budget limit. If the proposed design is projected to be over the upset limit, the Consultant shall redesign as required, in coordination with the Zoo staff, to ensure the final

design is within the upset budget limit. Any redesign work by the Consultant, due to the proposed design being over the upset project budget limit, shall not result in any additional or extra cost to the Zoo.

- 17.1.3 The Proponent shall include in the fee schedule all sub-Consultant fees and all disbursements.
- 17.1.4 The Proponent shall indicate any additional 'Optional Services' or costs not accounted for in the fee schedule as part of the proposal submission.
- 17.1.5 The Consultant will not be able to claim any additional cost as a result of changes to the Construction Schedule or order of works, or for project delays due to inclement weather conditions. This condition shall be in effect for the duration of the project.
- 17.1.6 All Consultant and Sub-consultants costs and drawings, models, renderings and similar costs to be the responsibility of the Consultant, identified and included as part of the fees in the Fee Proposal.
- 17.1.7 Provide hourly rates for other services which may be requested during completion of the Project.
- 17.1.8 An upset limit for disbursements is required, including, but not limited to, reproduction, postage, courier, fax machine, long-distance telephone calls; printing of drawings and specifications, photographic production, approved Consultant travel, as required. Photocopies of receipts must be provided for disbursements.
- 17.1.9 Soil and topographical surveys, environmental testing, permits and application fees are not to be included in the Fee Proposal and will be reimbursed separately if required.
- 17.1.10 A 10% holdback will apply to all fees, not including disbursements, to be released after 30 days following acceptance of final construction of the Project.
- 17.1.11 The Proponent shall bear all costs and expenses with respect to the preparation and submission of its Proposal and the bidder participation in the proposal process (the "Proposal Costs"), 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.
- 17.1.12 The Zoo shall not be responsible for or liable to pay any Proposal Costs of any bidder regardless of the conduct or outcome of the Proposal Request, Purchase Order, or Contract process.

18.0 PROPONENT SUBMISSION REQUIREMENTS

- 18.1 Title page showing request for Proposal Proponent's name

- 18.2 Duly executed proposal form
- 18.3 Indicate the individual or incorporated name of the Proponent (i.e. the prime Consultant); address(es); telephone and fax number(s); and name of key contact person(s).
- 18.4 The Proponent must provide names and company information for all Sub-consultants required by Consultant.
- 18.5 State the scope and limits of responsibility of the Consultant and Sub-consultants named in the team.
- 18.6 Provide a schedule or chart of the proposed tasks, hours and the hourly rates for each person associated with this project.
- 18.7 The Proponent must confirm compliance with the Insurance and Indemnification provisions identified in Section 16.0.
- 18.8 Clearly articulate key personnel to be involved with the Project and their responsibilities. Indicate the qualifications and experience (beyond a general resume), that each member will bring to the team and include a breakdown on the number of hours each will devote to the Project and their hourly billing rate. Indicate the total extent of availability of all team members throughout entire Project period.
- 18.9 Provide the name, location, client reference and brief description of not more than five (5) similar studies under the direct responsibility of the persons or team named above.
- 18.10 Clearly indicate how Project design and construction will be managed to conform to assigned projects budgets, construction timing, etc.
- 18.11 Guarantee Project start immediately following successful confirmation of award of the Project, and work to implementation and completion schedule.

19.0 PROPOSAL EVALUATION AND SELECTION

- 19.1 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.
- 19.2 An Evaluation Team comprised of representatives designated by the Zoo will evaluate responses to the RFP.
- 19.3 SCHEDULE OF EVENTS:

The following is a tentative schedule of events for this RFP process.

The Zoo expects detailed design work to begin immediately upon selection of the successful consultant, and be completed such that all design work is completed as follows:

The final schedule will be developed jointly with the successful proponent in the first week of project execution:

Component	Milestone Dates
Pre-Award	
Release of RFP	2019-04-17
Site Inspection	2019-04-25
Proponents' Question Deadline	2019-05-02
Submission Due	2019-05-15
Interviews, if necessary	2019-05-27
Notification of Award By the Toronto Zoo	Week of 2019-06-17
Post-Award	
Kick Off Meeting <ul style="list-style-type: none"> • Consultant/Staff meeting – project introduction, information gathering and site inventory 	Week of 2019-06-24

The consultant to provide a detailed design schedule based on the above dates and including all disciplines. The consultant should notify the Zoo of any component and milestone dates that are missing or changes that are required. Approved changes should be included in the detailed design schedule that is provided by the consultant.

The RFP process and project will be governed according to the above schedule or other schedule provided by the Consultant and approved by 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

19.4 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

19.5 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.

19.6 Step 2 – Evaluation of Submitted Proposals

19.6.1 The Evaluation Team will evaluate each submitted Proposal, that has passed

through Step 1, on criteria that will include, but not necessarily be limited to, the following:

Evaluation Criteria	Points
Depth and breadth of the Prime Consultant's, Project team Lead's and sub consultant's relevant qualifications	20
Depth and breadth of the Prime Consultant's, Project team Lead's and sub consultant's relevant experience with similar size and scope of projects.	15
Commitment to complete work according to schedule of events in section 19.3 within the RFP	10
Availability of team members during entire Project	10
Understanding of Project scope of work	10
Details on the general approach and methodology that proponent would take in performing the services outlined within the RFP including management of design and construction.	20
Fee Proposal	15

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

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

19.7 Step 3 – Evaluation of Presentations (If Required)

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

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

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

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

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

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

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

19.11 The Zoo reserves the right to accept or reject any or all proposals or cancel the RFP. The lowest proposal may not necessarily be accepted, rather will be analyzed to determine best overall value to the Zoo.

20.0 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.

20.1 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.

20.2 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.

- 20.2.1 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.

20.3 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.

20.4 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.

20.5 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.

20.6 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.

20.7 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.

20.8 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:

- 20.8.1 Shall become property of the Toronto Zoo and may be appended to purchase order issued to the successful Bidder;
- 20.8.2 Shall be come subject to the *Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and may be released pursuant to that Act*

Because of *MFIPPA*, prospective Bidders are advised to identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

Each Bidder's name shall be made public. Proposals will be made available to member of the Board on a confidential basis and may be released to members of the public pursuant to *MFIPPA*.

20.9 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.

20.10 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.

20.11 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

21.0 PROPOSAL FORM

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

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

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

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

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

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

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

NOTICE OF NO BID INSTRUCTIONS:

It is important to the Toronto Zoo to receive a reply from all invited bidders. If you are unable, or do not wish to submit a bid, please complete the following portions of this form. State your reason for not bidding by checking the applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposal/Quotation/Tender documents or forms. Please just return this completed form by fax or by mail prior to the official closing date. Purchasing and Supply Fax Number: (416) 392-6711.

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

<u>Other reasons or additional comments (please explain):</u>

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

