



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

2020-04-09

REQUEST FOR PROPOSAL CONSULTING SERVICES FOR ROOF REPLACEMENT RFP #27 (2020-04)

You are invited to submit a written proposal to provide Architectural/Engineering Design Services for the proposed roof replacement at Education Building, Canopy Classroom, and Giraffe House. Services to include review of existing facility and services, design (including final specifications and drawings), analysis with other consultants, and conformance of design to project budget, cost estimates for each component of the work (roof replacement), review and evaluation of tenders, review during the construction of the project and construction administration.

<u>Project Briefing:</u> A site meeting has not been scheduled for this project. Drawings have been included in the RFP documents. Please contact Ben Knoop, Project Manager at bknoop@torontozoo.ca if you would like to arrange a site visit.

<u>Due Date:</u> Friday, 2020-04-24 by 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 416-392-5916 or pvasilopoulos@torontozoo.ca. If you require further technical details, please contact Ben Knoop — Project Manager, bknoop@torontozoo.ca.

Yours truly,

Taryne Haight Manager, Financial Services

PROPOSAL CONTENTS

- 1.0 **GENERAL TERMS**
- 2.0 DESCRIPTION AND SCOPE OF PROJECT
- CONSULTANT SERVICES TO BE PROVIDED RESPONSIBILITIES 3.0
- 4.0 INSURANCE, INDEMNIFICATION AND POLICIES
- 5,0 SUBMISSION OF PROPOSALS
- 6.0 PROPONENT SUBMISSION REQUIREMENTS
- PROPONENT FEE PROPOSAL 7.0
- 8.0 PROPOSAL EVALUATION AND SELECTION
- 9.0 TIME PERIOD FOR IMPLEMENTATION AND PROJECT COMPLETION
- 10.0 TERMS & PROVISIONS
- 11.0 PROPOSAL SUBMISSION FORM

Fee Proposal Form Appendix

DRAWINGS

Education Building:

- Roof Plan A-4
- **Elevations & Sections** A-6
- A-7 Sections
- A-8 **Details**
- A-9 Sections & Details – Roof and Exterior Walls
- A-10 Sections & Details - Roof and Exterior Walls

Canopy Classroom

- Floor Plan A-4
- Sections & Elevations Details 1,2,3 A-10
- Sections & Elevations Details 4,5 A-10
- A-10 Sections & Elevations – Details 7,8,9

Giraffe House

- A-4 Roof Plan
- A-5 Sections
- Sections Detail 1 A-5
- Sections Detail 2 A-5
- A-6 Elevations
- A-7 Elevations
- A-10 Wall Sections
- Wall Sections Detail 1 A-10
- Wall Sections Detail 2,3 A-10
- A-10 Wall Sections - Detail 4
- Wall Sections Detail 5,6 A-10
- Wall Sections Detail 7,8,9 A-10
- Sections Detail 6 A-14

Page 3 of 19

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 of the Toronto Zoo;
 - 1.1.3 **"Consultant**" means the person, partnership or corporation 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 **"Proponent"** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
 - 1.1.7 **"Proposal Price**", "Contract" and "Contract Documents" have the meanings set out therefore in clauses contained in these documents;
 - 1.1.8 **Request for Proposal (RFP)**" means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
 - 1.1.9 "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 DESCRIPTION AND SCOPE OF PROJECT

- 2.1 Roof replacement design for the flat roofs at the Education Building, the cedar roof at the Giraffe House, and the roof at the Canopy Classroom is to be completed in 2020. It is anticipated that tender and construction for at least one of the roofs will be completed in 2020 depending on budget constraints. The remaining roofs will be replaced at a later date (likely in 2021). The scope of work includes the following:
 - a) Review all available documents made available to the consultant, including original construction drawings and technical reports:
 - b) Perform a detailed visual review of all of the roofing surfaces including eaves, flashings, fascias, soffits, sheathing and downspouts. In addition, consultant to perform visual reviews of all roof components in order to observe the condition of the existing assemblies and interior conditions;
 - c) Identification of deficient items during the assessment will be based on the observation of visually apparent items and test opening to confirm composition;

- d) Complete Roof Condition Assessment report prepared to include the following;
 - Recommendations for necessary repair/replacement and/or restoration of existing roof assemblies. The recommendation will include suggested options and methods or repair/replacement including type and extent of repairs required.
 - Identification of structural defects and safety measures prior to tendering.
 - Proposed products for repairs/replacement and a prioritization of the recommendations.
 - Budget estimates to carry out the proposed repair/replacement work.

The total cost for the project is unknown at this time.

- 2.2 The Consultant will be required to:
 - a) Examine existing drawings.
 - b) Review the latest edition of relevant guidelines and standards including the Occupational Health & Safety Act, Ontario Building Code, National Building Code, City of Toronto Green Roofs Strategy and the Toronto Green Development Standards.
 - c) Visit and examine the roofing system at all three areas.
- 2.3 Consultants will conduct interviews with key Zoo resource staff to gain an understanding of users' service requirements and current facility related matters.
- 2.4 The Consultant's team is to include specialists in both flat and pitched roof systems. The Consultant Team proposals must include examples of this expertise and successful completion of similar projects in scale and content.
- 2.5 It is anticipated that the successful firm will have at least the following disciplines in order to undertake this project: architectural, structural, mechanical, electrical and building envelope engineering.
- 2.1 Upon award of the contract, the selected Consultant will enter into an agreement for consulting services with the Zoo by purchase order or contract incorporating the terms and conditions of the Request for Proposal and the Proponent proposal, as determined by the Zoo.
- 2.2 Upon successful selection of consultant, design work is expected to be undertaken immediately and proceed as fast as possible in order to meet the completion dates identified in Section 8.

3.0 CONSULTANT SERVICES DELIVERABLES TO BE PROVIDED

3.1 Regular meetings with Zoo staff to finalize program requirements, design, develop working drawings, tender award and manage construction.

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. Consultant to provide a cost estimate for the roof replacement based on the design for each component of the work.

- 3.3 Consultant will be responsible for re-design as necessary without additional cost if construction quotations are in excess of budget amounts as determined by the Chief Executive Officer, Toronto Zoo. (NA for this project)
- 3.4 Preparation of final Architectural, Structural, Mechanical and other drawings and specifications as necessary for tendering and construction. Certification of all drawings by Engineer (via professional stamp). 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 his fee proposal. Any Building Permit Application fees, and other fees that may be required, will be paid by the Zoo and should not be included in your fee proposal.
- 3.5 Consultant to seek review, design or information, and comments 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.
- 3.6 Consultant to attend site briefing of contractors during tendering of project.
- 3.7 Consultant to review tender submissions, confirm references and recommend to the Zoo a successful contractor.
- 3.8 Consultant to attend pre-construction start-up and Health & Safety meeting with contractor(s), Zoo Facilities & Infrastructure staff and Security & Safety staff.
- 3.9 Consultant to attend and take minutes at all design, site meetings, facility and program reviews, and special meetings as required throughout the duration of the project.
- 3.10 Consultant to ensure notification prior to construction to the Zoo of list of contractors and subcontractors, names and phone numbers etc. for site access security purposes.
- 3.11 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. Deficiencies or errors in the roofing installation should be identified through daily site inspections. The contractor should be noted and the roofing contractor advised immediately for prompt correction. The consultant should allow for the following number of site visits to be included as part of this proposal: 30 for the Education Building, 30 for the Giraffe House, and 15 for the Canopy Classroom. Consultant is to provide unit pricing for additional site visits.
- 3.12 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.

- 3.13 Consultant to review and approve shop drawings for all aspects of the work as necessary during construction.
- 3.14 Consultant to prepare daily progress reports, verifying work in place and schedule of completion.
- 3.15 Consultant to prepare and recommend change orders and payment certificates for approval by the Zoo.
- 3.16 Consultant to certify Substantial Performance and Completion.
- 3.17 Consultant to perform commissioning services for all systems to confirm they are operating as designed.
- 3.18 Consultant to ensure all close-out documentation is provided including as-built drawings, maintenance manuals and warranty information.
- 3.19 Consultant to re-inspect project, to liaise with contractors and other consultants, making sure all deficiencies have been corrected prior to the expiry date of warranties.
- 3.20 Direct assistance and liaison of consultant with Zoo Facilities & Services branch regarding planning, design, construction, organization and scheduling.
- 3.21 Consultant to co-ordinate and liaise with all sub-consultants and others as necessary making sure all relevant issues have been raised and concluded.
- 3.22 Consideration must be given to the use of reused and recycled 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.
- 3.23 Design should incorporate the Toronto Green Development Standards.

4.0 INSURANCE, INDEMNIFICATION AND POLICIES

4.1 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:

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).
- 4.2 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);
 - (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.

4.3 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.

- 4.4 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.
- 4.5 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 Chief Executive Officer, Toronto Zoo, shall supply to the Consultant.

5.0 SUBMISSION OF PROPOSALS – TEMPORARY PROCESS

In view of the current situation with COVID 19 and to limit personal interaction, on an temporary basis submissions for this Request for Proposal can be submitted electronically by email in a PDF file, prior to the submission deadline to the following email address

purchasing@torontozoo.ca

and note the following

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

6.0 PROPONENT SUBMISSION REQUIREMENTS

- 6.1 Title page showing request for Proposal Proponent's name
- 6.2 Duly executed proposal form
- 6.3 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).
- 6.4 The Proponent must provide names and company information for all Sub-consultants required by Consultant.
- 6.5 State the scope and limits of responsibility of the Consultant and Sub-consultants named in the team. Retention of all specialized sub-consultants (e.g. architectural engineering, alternative/ green energy, quantity surveyor, etc.) necessary to complete all design stages and construction of the project is the responsibility of the Consultant.
- 6.6 Provide a schedule or chart of the proposed tasks, hours and the hourly rates for each person associated with this project.
- 6.7 The Proponent must confirm compliance with the Insurance and Indemnification provisions identified in Section 4.0.
- 6.8 Clearly indicate how project design and construction will be managed to conform to assigned project budgets, sub-consultants needed, construction timing, etc., if necessary.
- 6.9 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.

- 6.10 Provide the name, location, client reference and brief description of not more than five (5) similar projects under the direct responsibility of the persons or team named above.
- 6.11 Guarantee project start immediately following successful confirmation of award of project, and work to implementation and completion schedule.

7.0 PROPONENT FEE PROPOSAL

- 7.1 On the Fee Proposal Form (Appendix I), provide an upset fee limit for the Roof Replacement at each roof location, inclusive of disbursements, plus HST broken out for each Project phase, as follows:
 - Design & Tender to include analysis and final specifications and drawings
 - Construction Administration & Commissioning
 - Disbursement Allowance.
 - HST.

All Consultant and Sub-consultants costs for research, surveys, drawings, specifications, models, renderings and photographic and similar costs to be the responsibility of the Consultant, identified and included as part of the fees in the Fee Proposal.

- 7.2 Provide hourly rates for other services which may be requested during completion of the project.
- 7.3 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.
- 7.4 Soil and topographical surveys, environmental testing, permits and application fees are <u>not</u> to be included in the Fee Proposal and will be reimbursed separately if required and approved in advance. Consultant to arrange these if required, as part of their work for the project.
- 7.5 A 10% holdback will apply to all fees, not including disbursements, to be released after 30 days following completion of construction.
- 7.6 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.

7.7 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.

8.0 PROPOSAL EVALUATION AND SELECTION

- 8.1 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.
- 8.2 The Agreement will not be awarded to the Proposal with the lowest cost, but rather, award shall be based on an evaluation of the Consulting team's expertise, prior project experience, proposed methodology, and price. Additionally, the Zoo may accept or reject any part of the Proponent's bid.
- 8.3 An Evaluation Team comprised of representatives designated by the Zoo will evaluate responses to the RFP.
- 8.4 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
- 8.5 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.

- 8.6 Step 2 Evaluation of Submitted Proposals
 - 8.6.1 The Evaluation Team will evaluate each submitted Proposal, that has passed through Step 1, on criteria that will include, but not necessarily be limited to, the following:

Evaluation Criteria	Points
Depth and breadth of the Project team's relevant qualifications and	25
experience with similar scale and type of projects	
x Depth and breadth of the project team Lead's relevant	20
qualifications and experience	
Commitment to complete work according to schedule of events in	10
section 9.0 within the RFP	
Availability of team members during entire project	10
Understanding of project scope of work	10
Details on the general approach and methodology that proponent	10
would take in performing the services outlined within the RFP	
Fee Proposal	15

- 8.6.2 A short-list of suitable Proponents may be established who may be invited to Step 3 to provide presentations related to their Proposal.
- 8.7 Step 3 Evaluation of Presentations (If Required)
- 8.7.1 Invited Proponent(s) shall provide presentations in support of their Proposals or to demonstrate or otherwise expand on the information contained therein.
- 8.7.2 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.
- 8.7.3 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.
- 8.8 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	(Maximum 50 If Required)	
Required)		
Total maximum score excluding	100	
Presentation		
Total maximum score including Presentation	150	

- 8.9 By responding to this Proposal, the Proponent agrees to accept the recommendation of the Evaluation Team as final.
- 8.10 All Proposals shall be submitted by the Proponent on the understanding that the Proposals shall become the property of the Zoo.

9.0 SCHEDULE OF EVENTS

The following is a tentative schedule for the Roof Replacement at Member & Guest Centre process. The final schedule will be developed jointly with the successful proponent in the first week of project execution:

Pre-Award			
Release of RFP	2020-04-09		
Proponents' Question Deadline	2020-04-17		
Submission Due	2020-04-24		
Interviews, if necessary	Week of 2020-04-27		
Notification of Award By the Toronto Zoo	Week of 2020-04-27		
Post-Award			
Preliminary Draft Design Due for All Roofs	2020-07-01		
Final Design Due For One Roof Selected as	2020-07-31		
Priority for 2020			

Tender For One Roof Selected as Priority for 2020	2020-08
Construction For One Roof Selected as Priority for 2020	2020-09 to 2020-10
Tender and Construction for Remaining Roofs	2021

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

10.0 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.

10.1 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.

Page 14 of 19

10.2 **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.

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.

10.3 **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.

10.4 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.

Page 15 of 19

10.5 **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.

10.6 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:

- 10.6.1 is and shall remain the property of the Board;
- 10.6.2 must be treated by Proponents and Prospective Proponents as confidential;
- 10.6.3 must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent agreement.

10.7 **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.

10.8 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:

- 10.8.1 Shall become property of the Toronto Zoo and may be appended to purchase order issued to the successful Bidder;
- 10.8.2 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*.

10.9 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.

10.10 **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.

10.11 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

11.0 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:	
/ ladicoo.	
Telephone #:	Fax #:
E 1	W 1 0"
Email:	Web Site:
HST #:	

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

Page 18 of 19

NOTICE OF NO BID

INSTRUCTIONS:

toronto

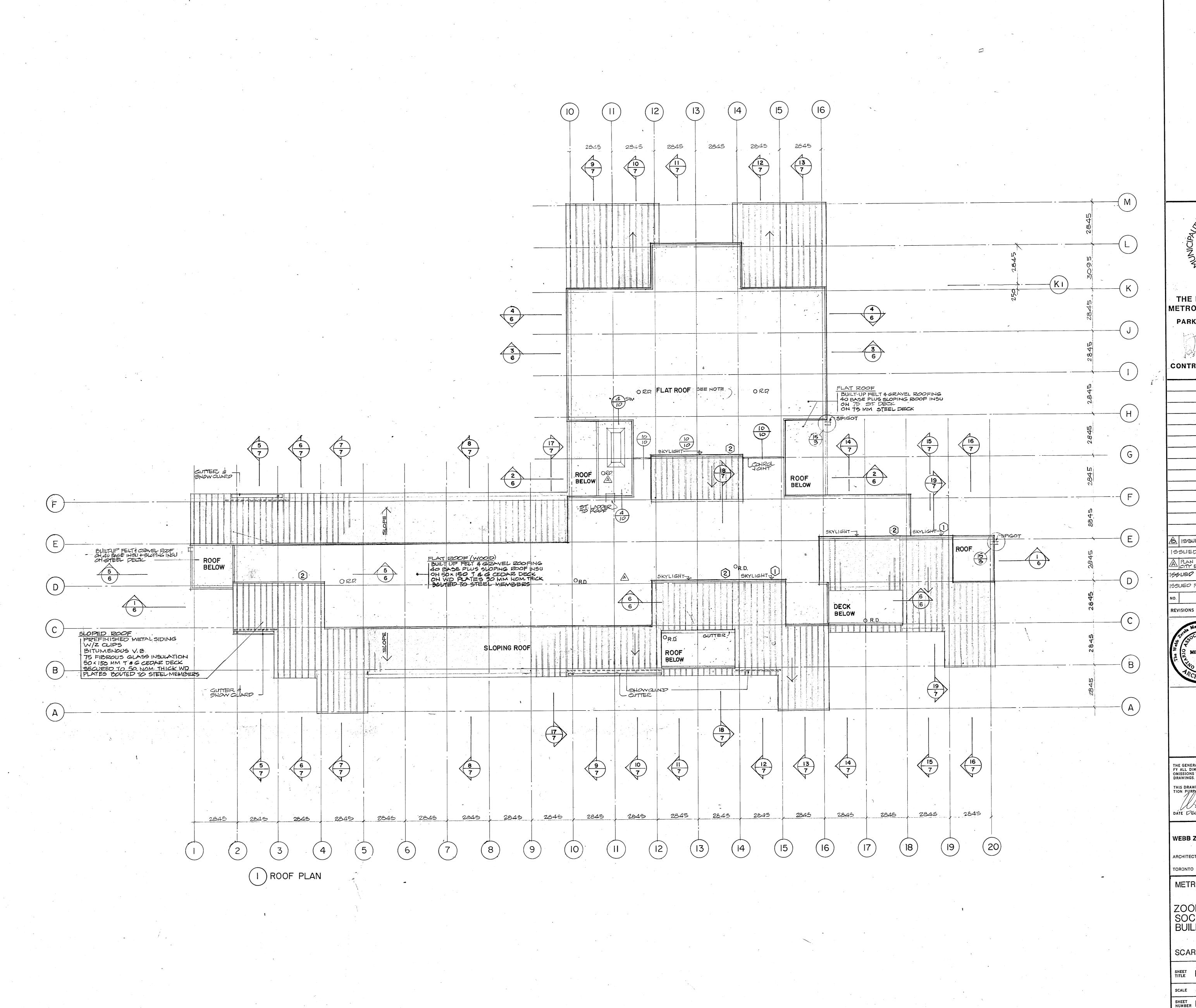
It is important to the Toronto Zoo to receive a reply from all invited bidders. If you are unable, or do not wish to submit a bid, please complete the following portions of this form. State your reason for not bidding by checking the applicable box(es) or by explaining briefly in the space provided.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

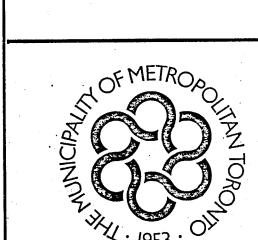
A Proposal/Quotation/Tender is not submitted for the following reason(s):

	Project/quantity t	oo large.		Project/quantity too small.
We do not offer services or			Cannot meet delivery or completion	
		hese requirements		requirement
	We do not offer t	his service or		Agreements with other company do not
	commodity.			permit us to sell directly.
	Cannot handle d	ue to present		Licensing restrictions
	commitments.			
	Unable to bid cor	mpetitively.		We do not wish to bid on this service or
				commodity in the future.
	Insufficient inforn	nation to prepare		Specifications are not sufficiently defined
	quote/proposal/te			
	We are unable to	meet bonding or		
	insurance require	ements.		
Ot	her reasons or add	ditional comments (pleas	e e	xplain):
		.		
C	mpany Name:			
Ad	dress			
Contact Person:				
Sig	gnature of			
Company				
Representative:				
Da	te:			
Ph	one Number:			
En	nail address			
Fax Number:				

FEE PROPOSAL FORM

Proponent N	ame				
		FEES	DISBURSEMENTS	HST	TOTAL
Education Building flat roofs	Detailed Design and Tender Construction Administration and Commissioning				
Canopy	Detailed Design and Tender				
Classroom	Construction Administration and Commissioning				
Giraffe	Detailed Design and Tender				
House cedar roof	Construction Administration and Commissioning				
	TOTAL COSTS				
	Daily Rate For Resident Site Inspection in addition to the quantity asked for in the RFP (if requested)	\$			





THE MUNICIPALITY OF METROPOLITAN TORONTO

PARKS AND PROPERTY DEPARTMENT

COMMISSIONER
CONTRACT NO. 81.03-19

A PLAN REV. TO SUIT SCAR 1234 68 CITY ENGINEER'S REVIEW 1234 68 ISSUED FOR TENDER JANS.89.

ISSUED FOR TENDER JANS.89.

ISSUED FOR BUILDING PERMIT NOV.5.88.

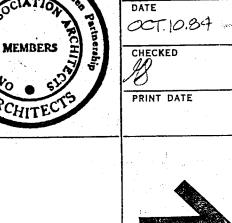
NO. DESCRIPTION DATE CH'I

DRAWN
H.R

DATE

CHECKED

CHECKED



THE GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ALL ERRORS AND
OMISSIONS TO THE ARCHITECTS. DO NOT SCALE THE
DRAWINGS.

THIS DRAWING SHALL NOT BE USED FOR CONSTRUCTION PURPOSES UNTIL SIGNED BY THE ARCHITECT.

THE
WEBB ZERAFA MENKES HOUSDEN
PARTNERSHIP

ARCHITECTS
TORONTO MONTREAL

METROPOLITAN TORONTO

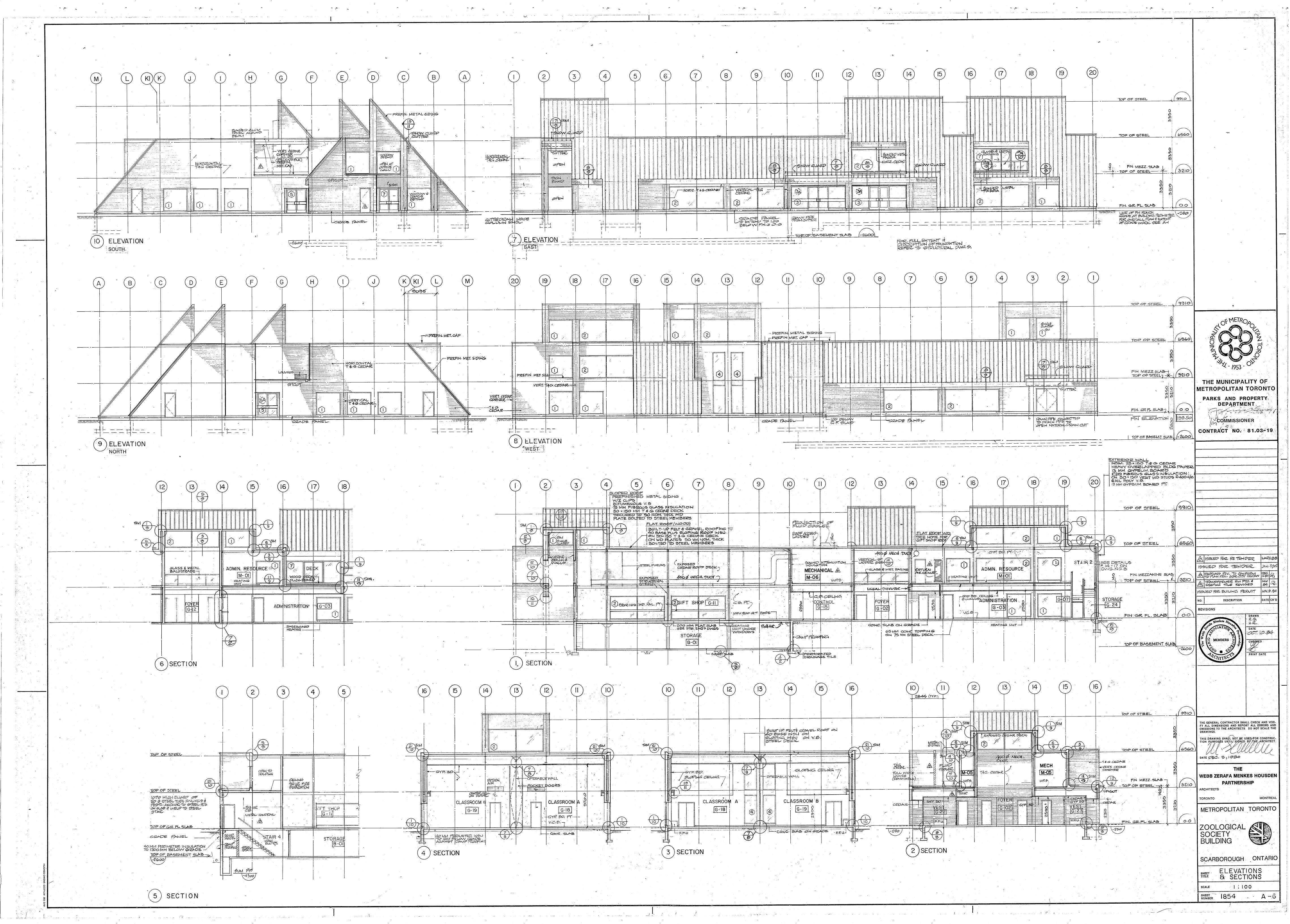
ZOOLOGICAL SOCIETY BUILDING

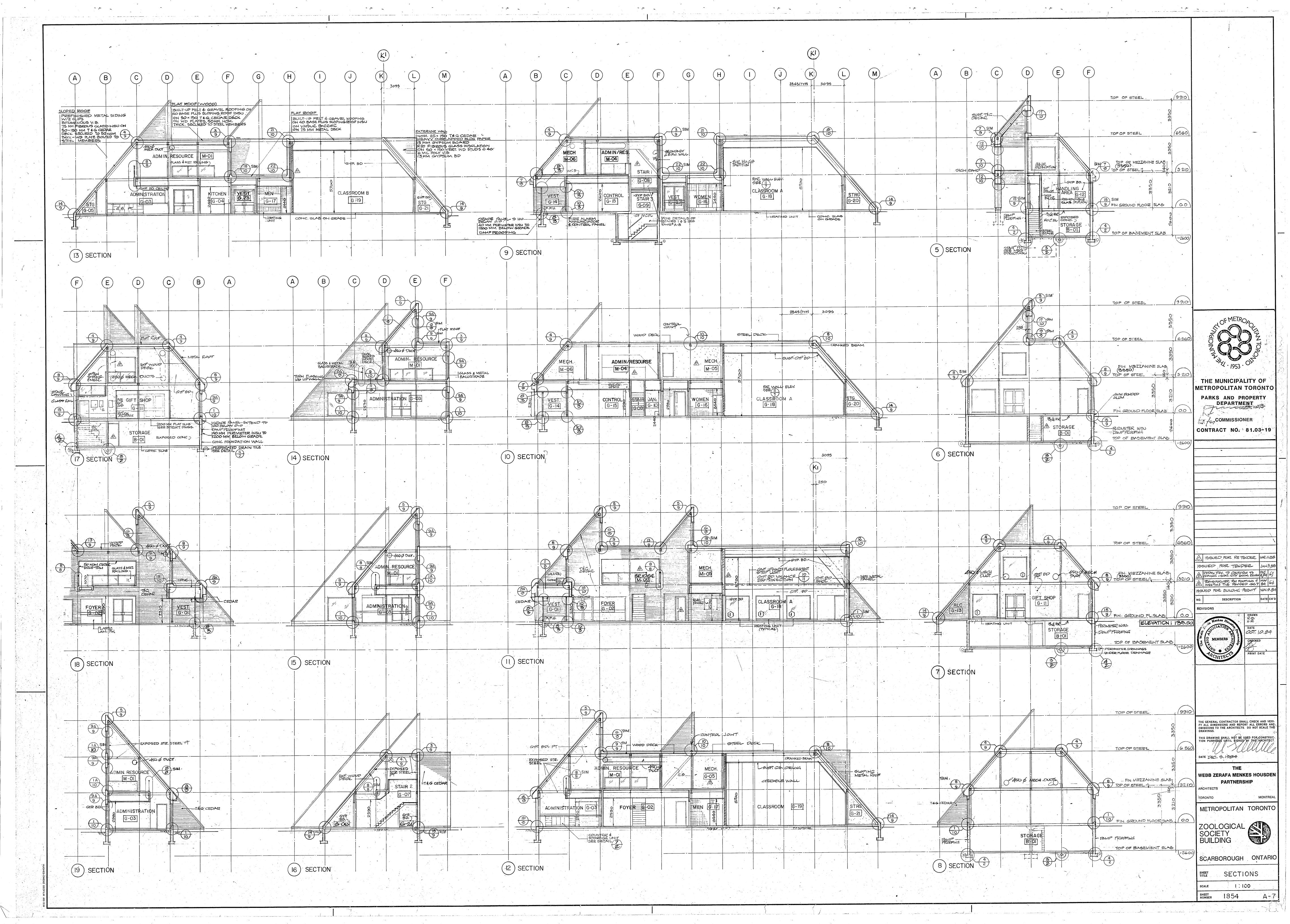
SOCIETY BUILDING SCARBOROUGH ONTARIO

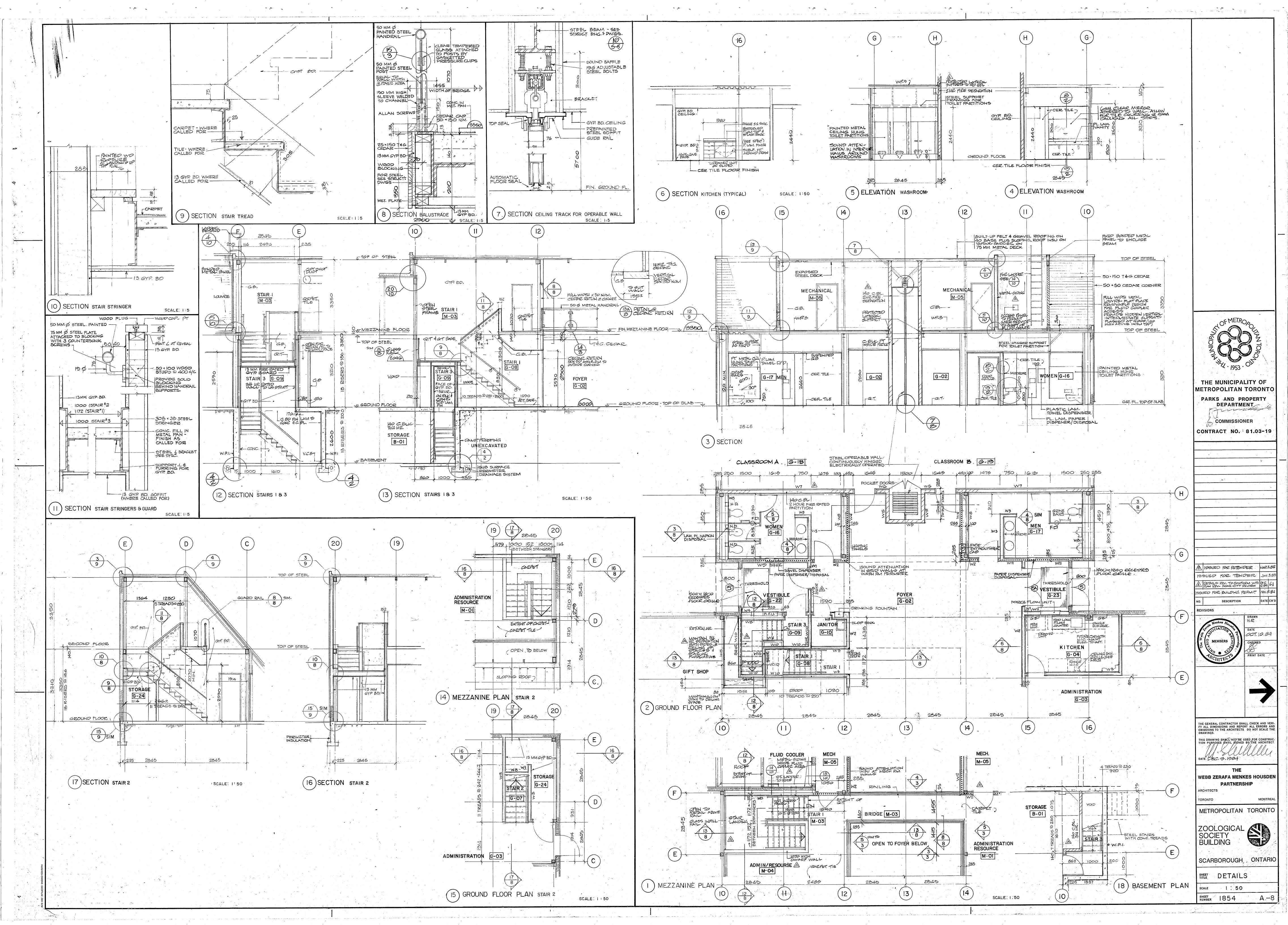
SHEET ROOF PLAN

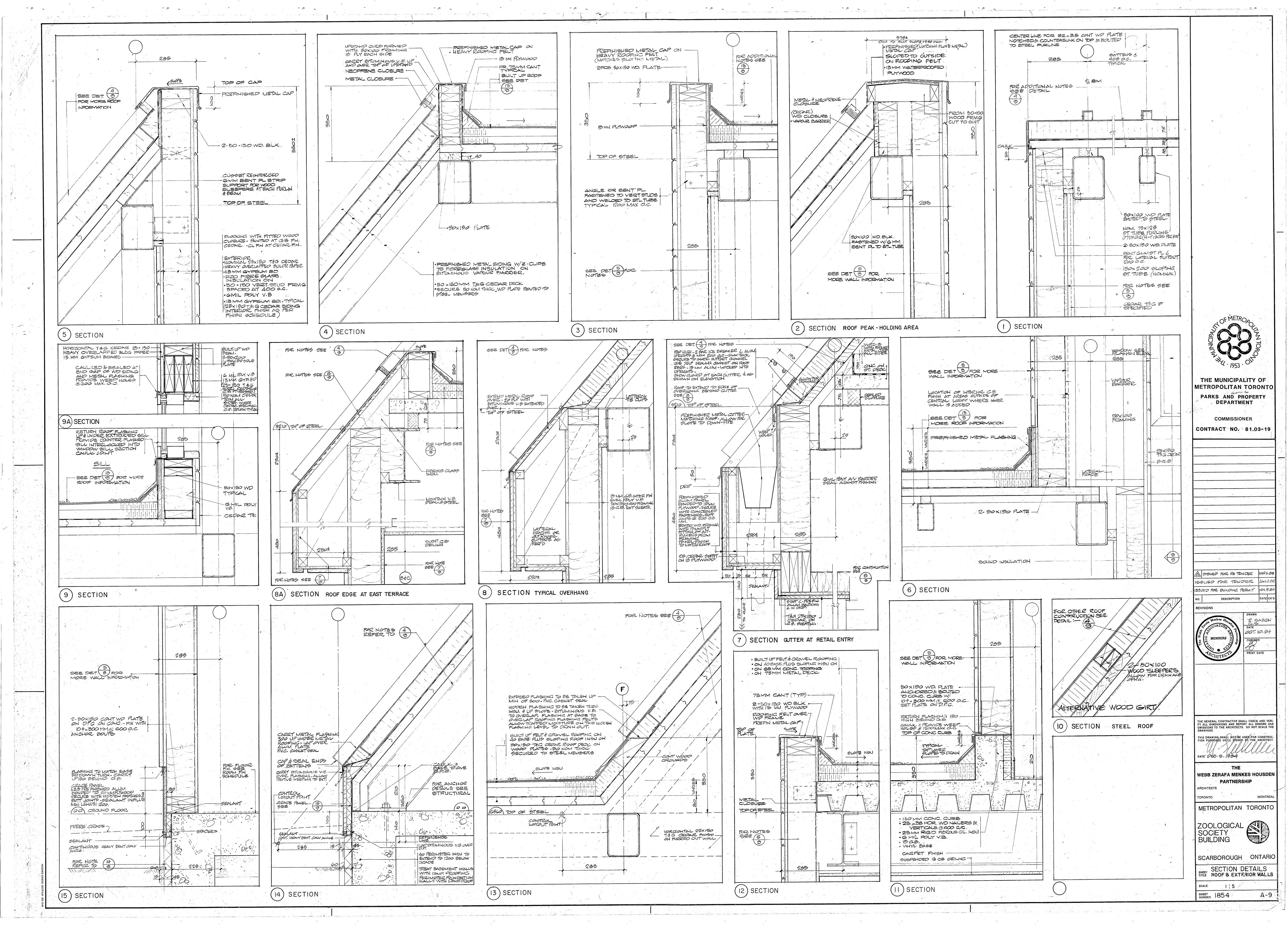
SCALE | : 100

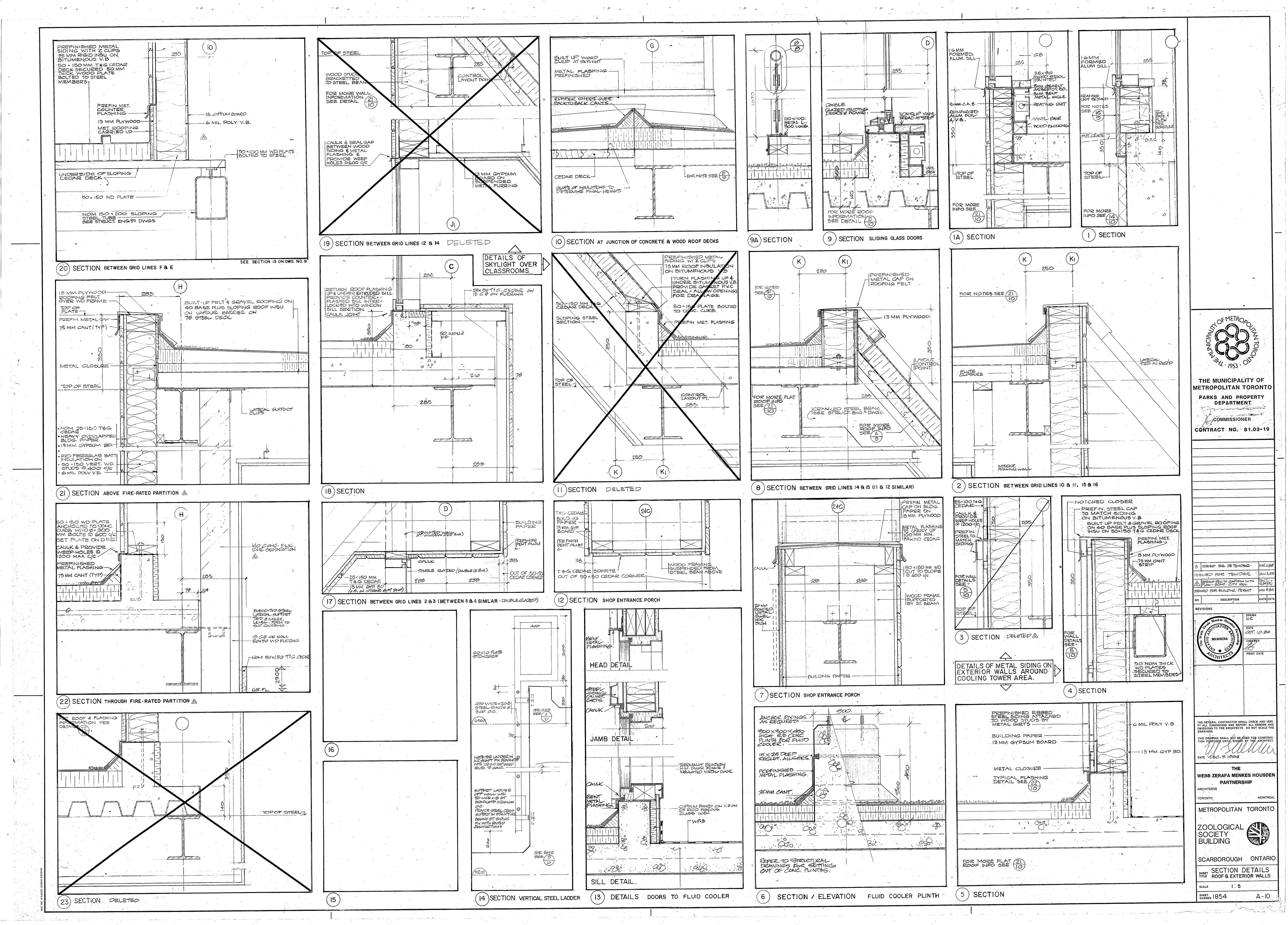
SHEET 1854 A-

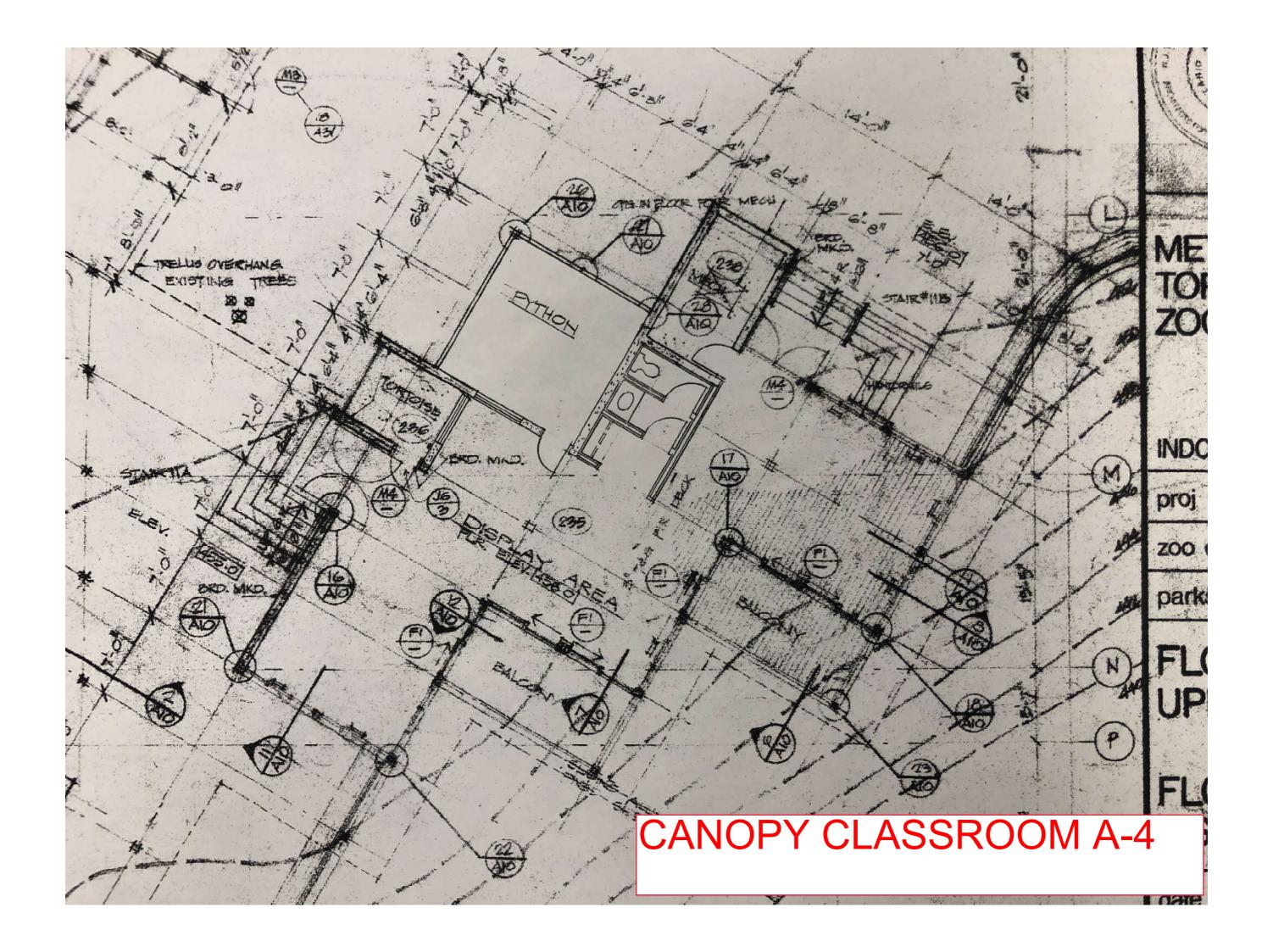


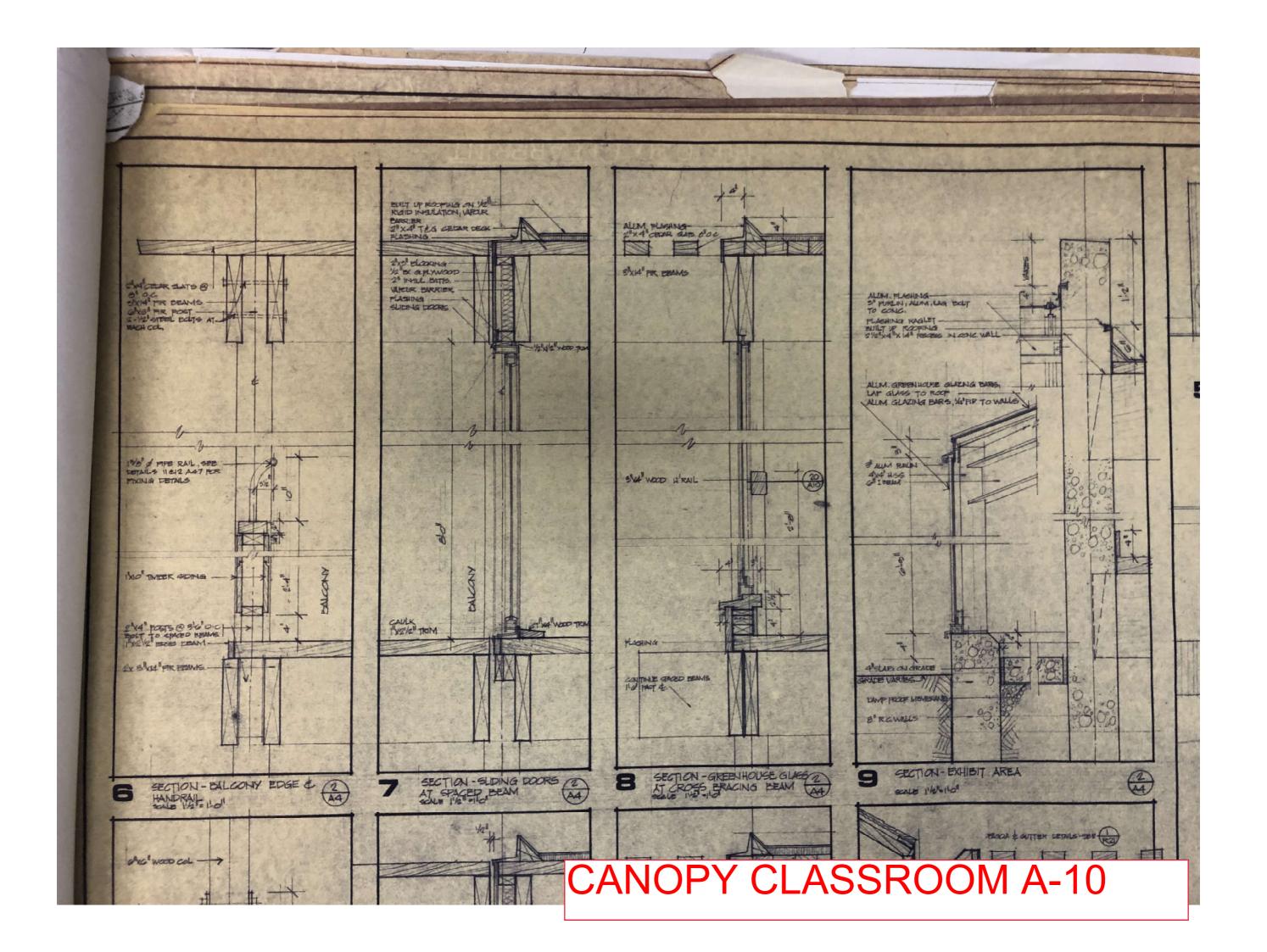


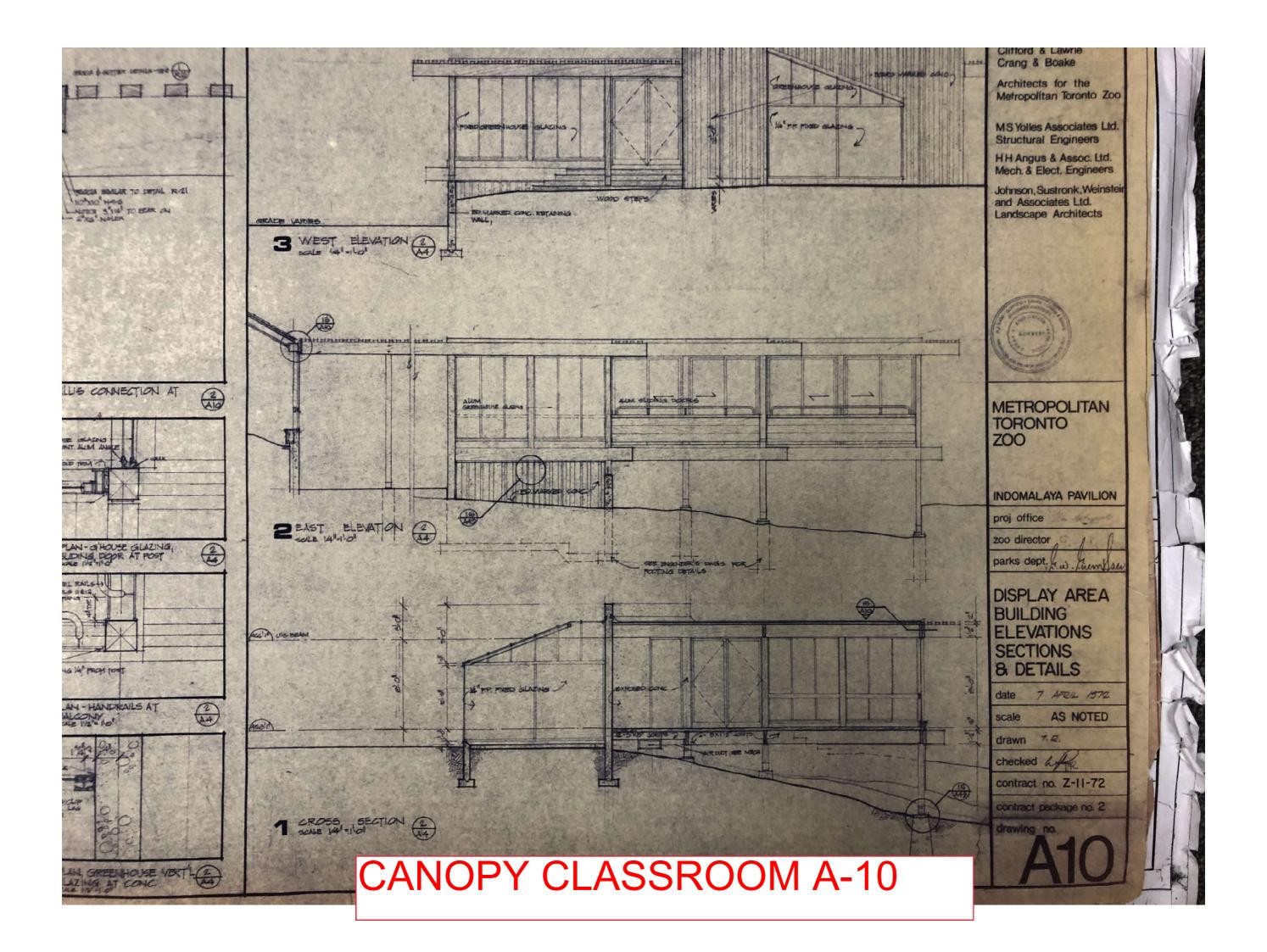


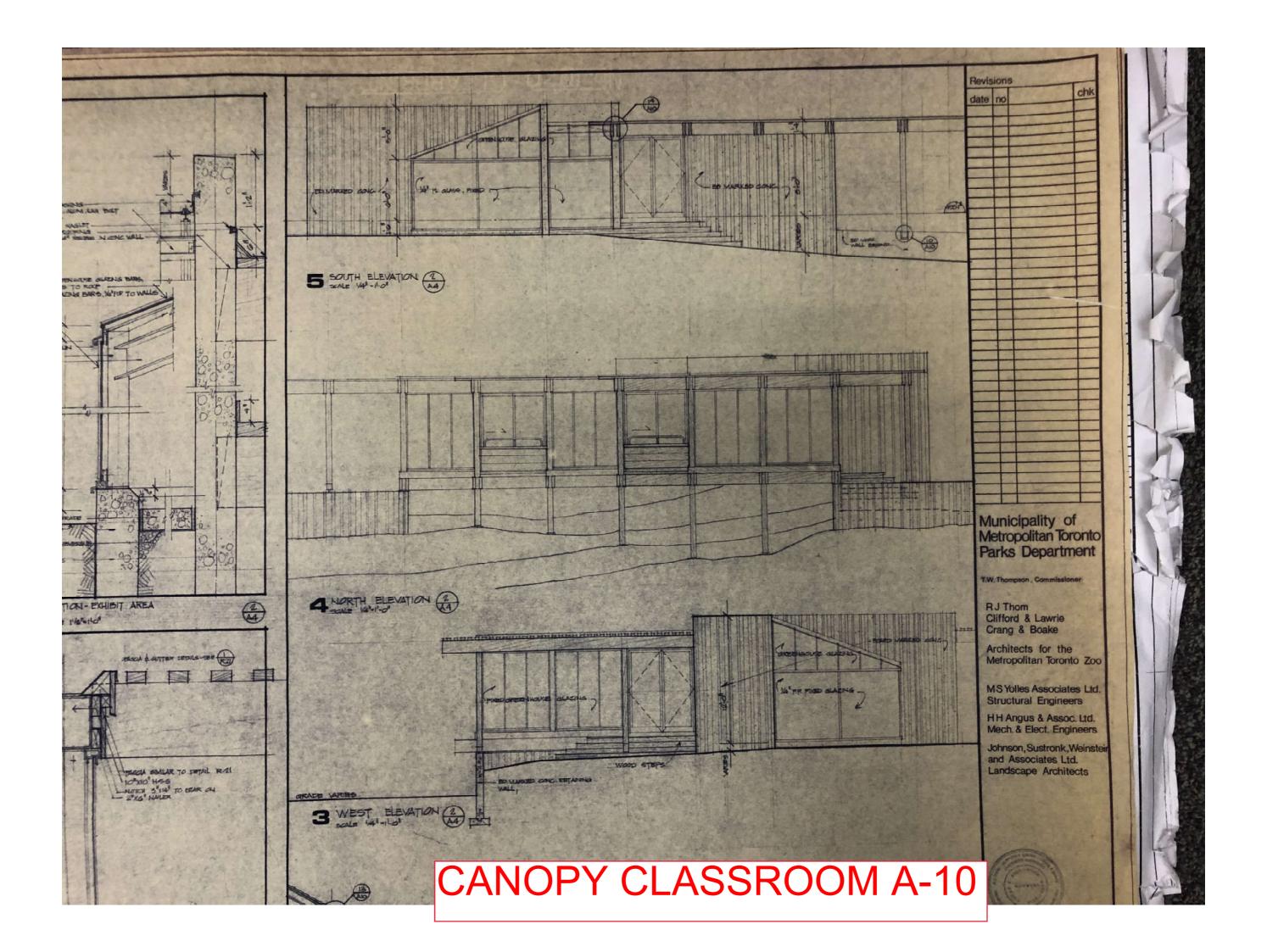


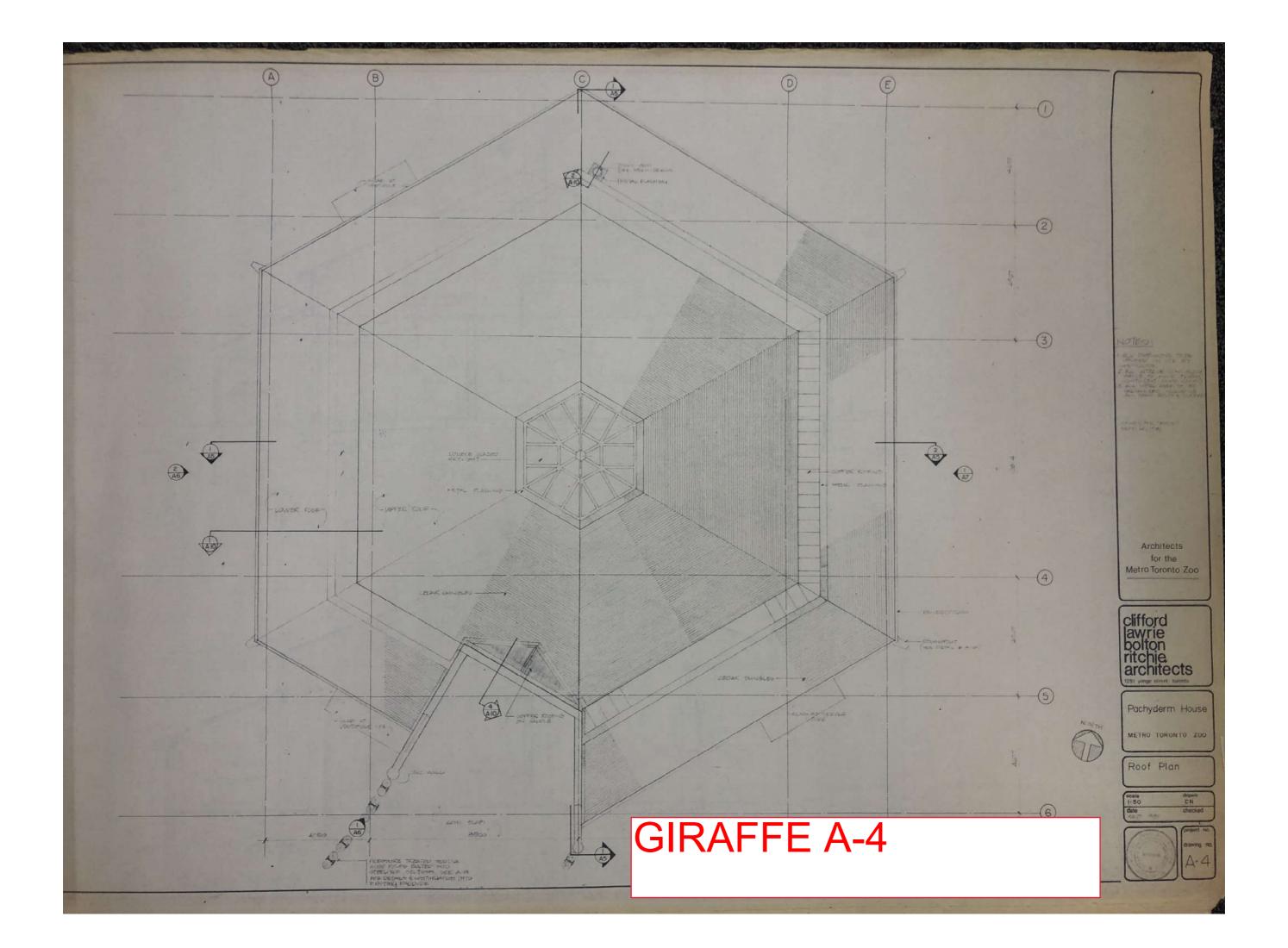


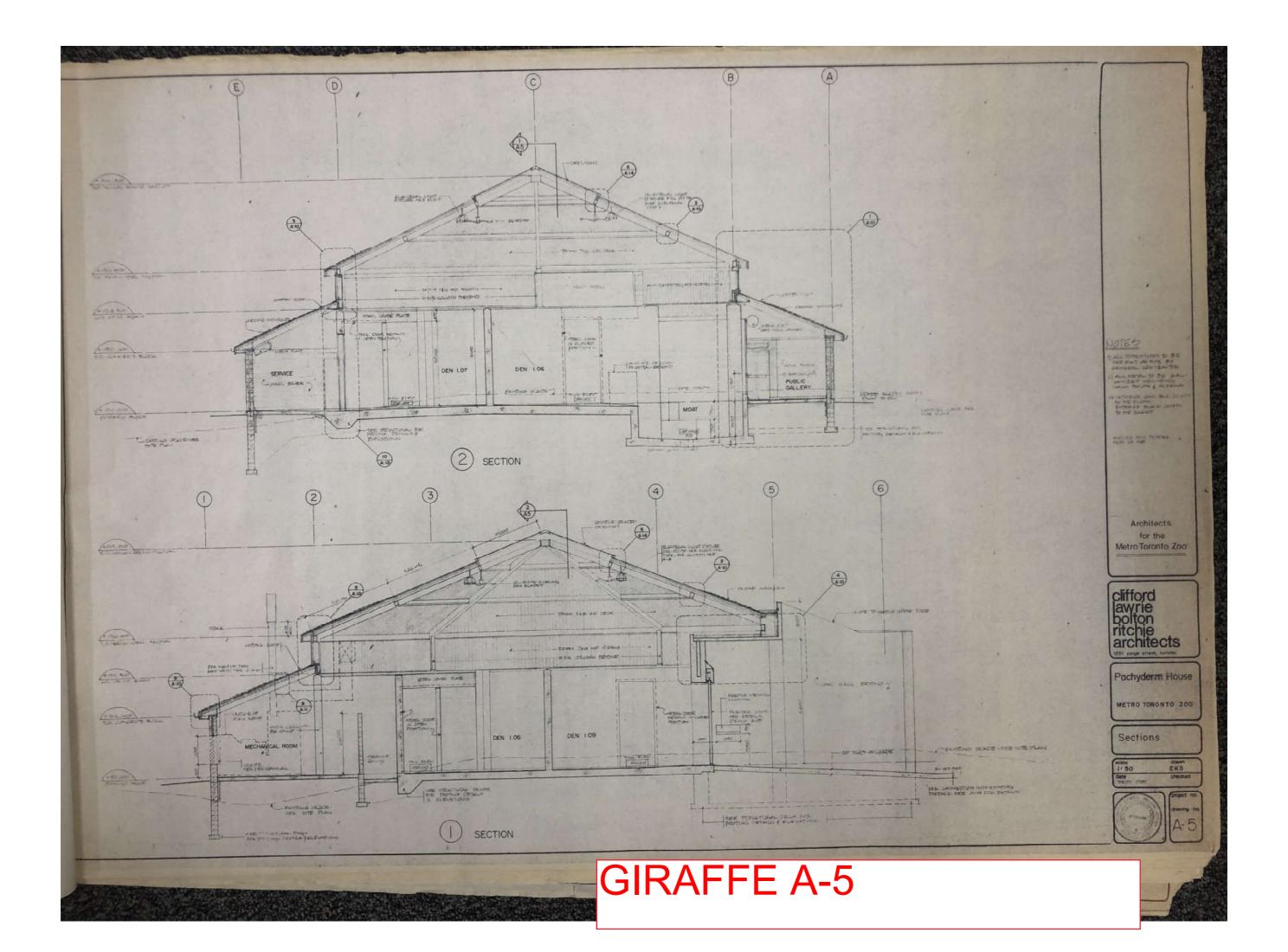


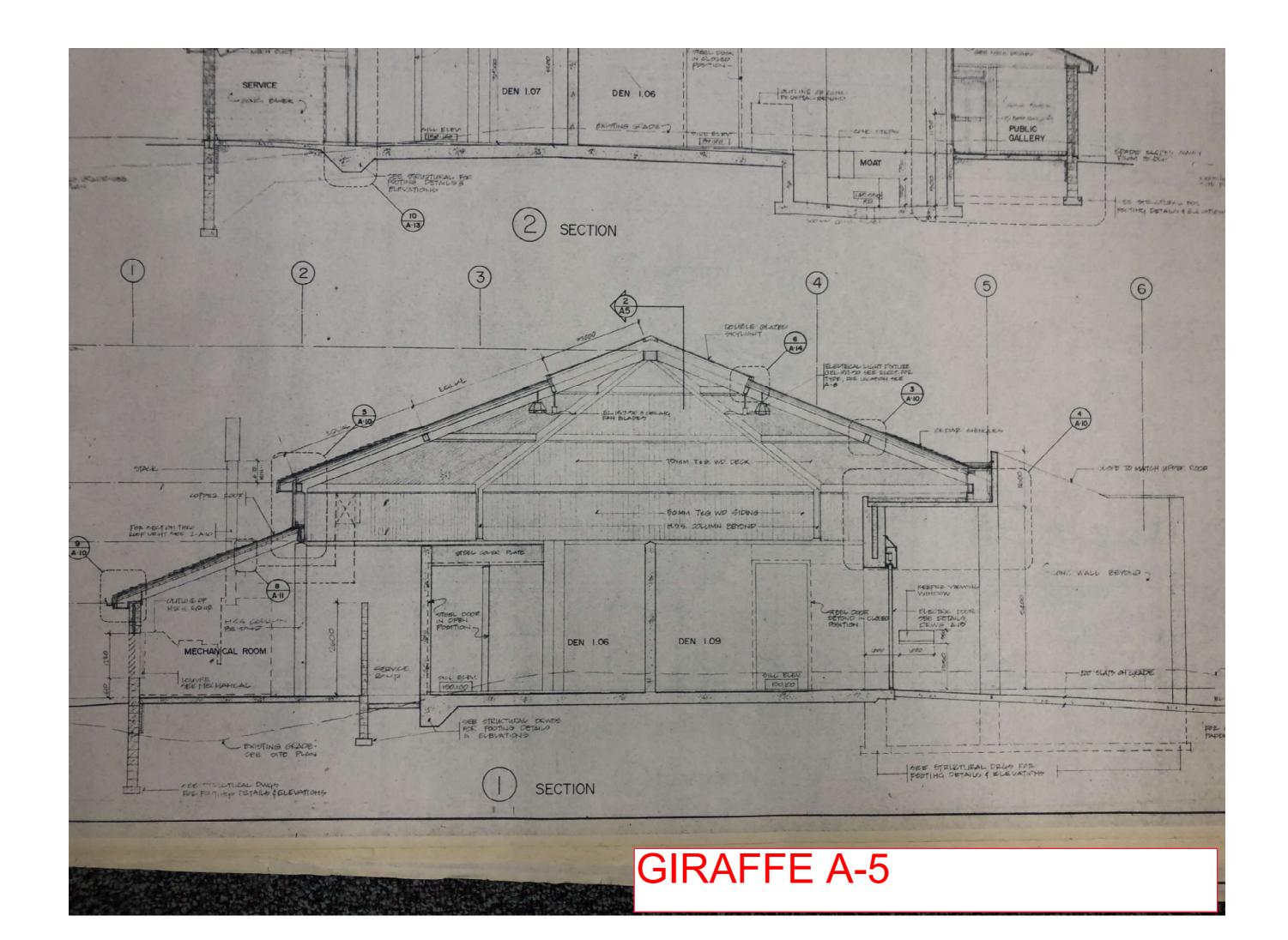


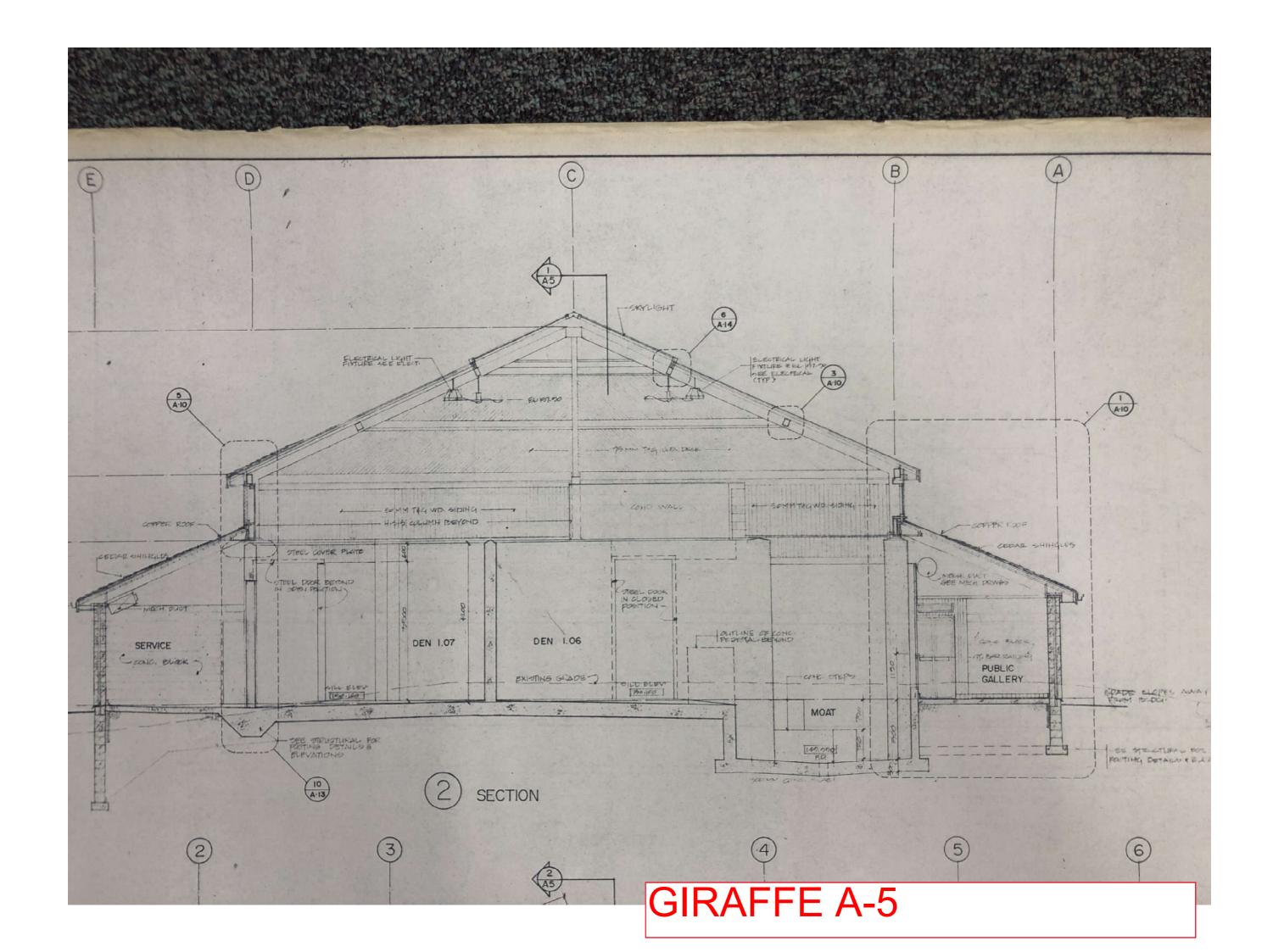


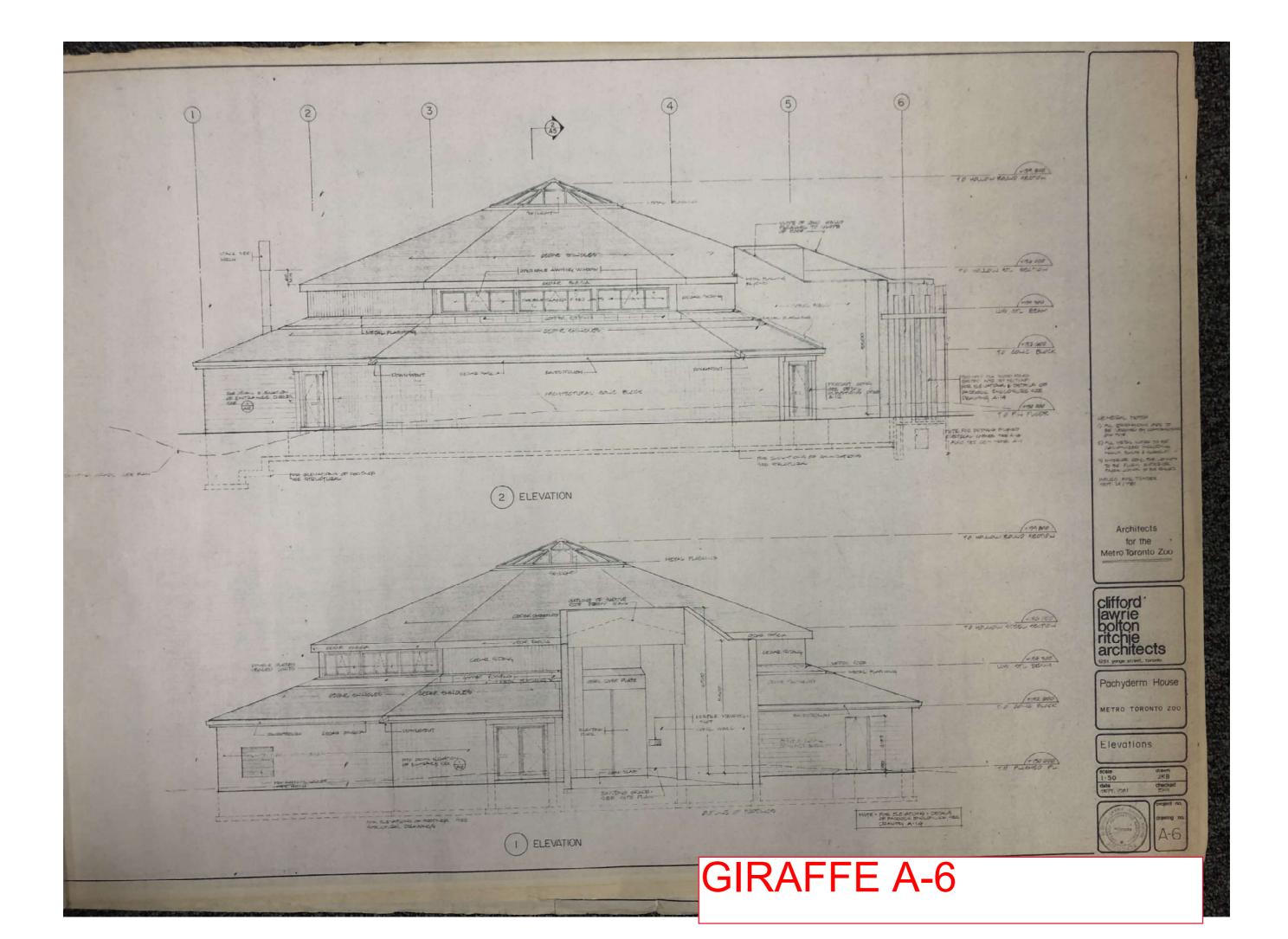


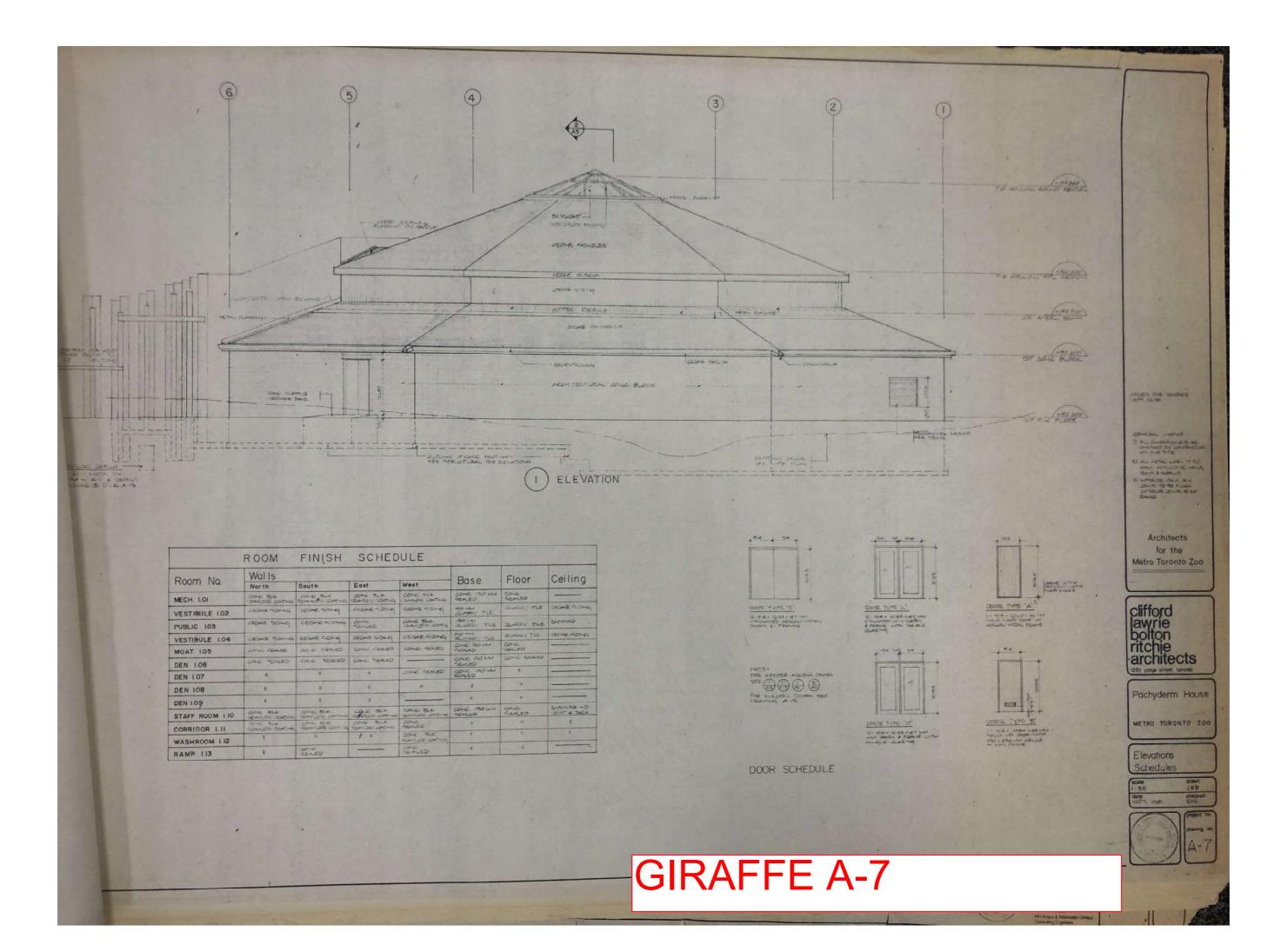


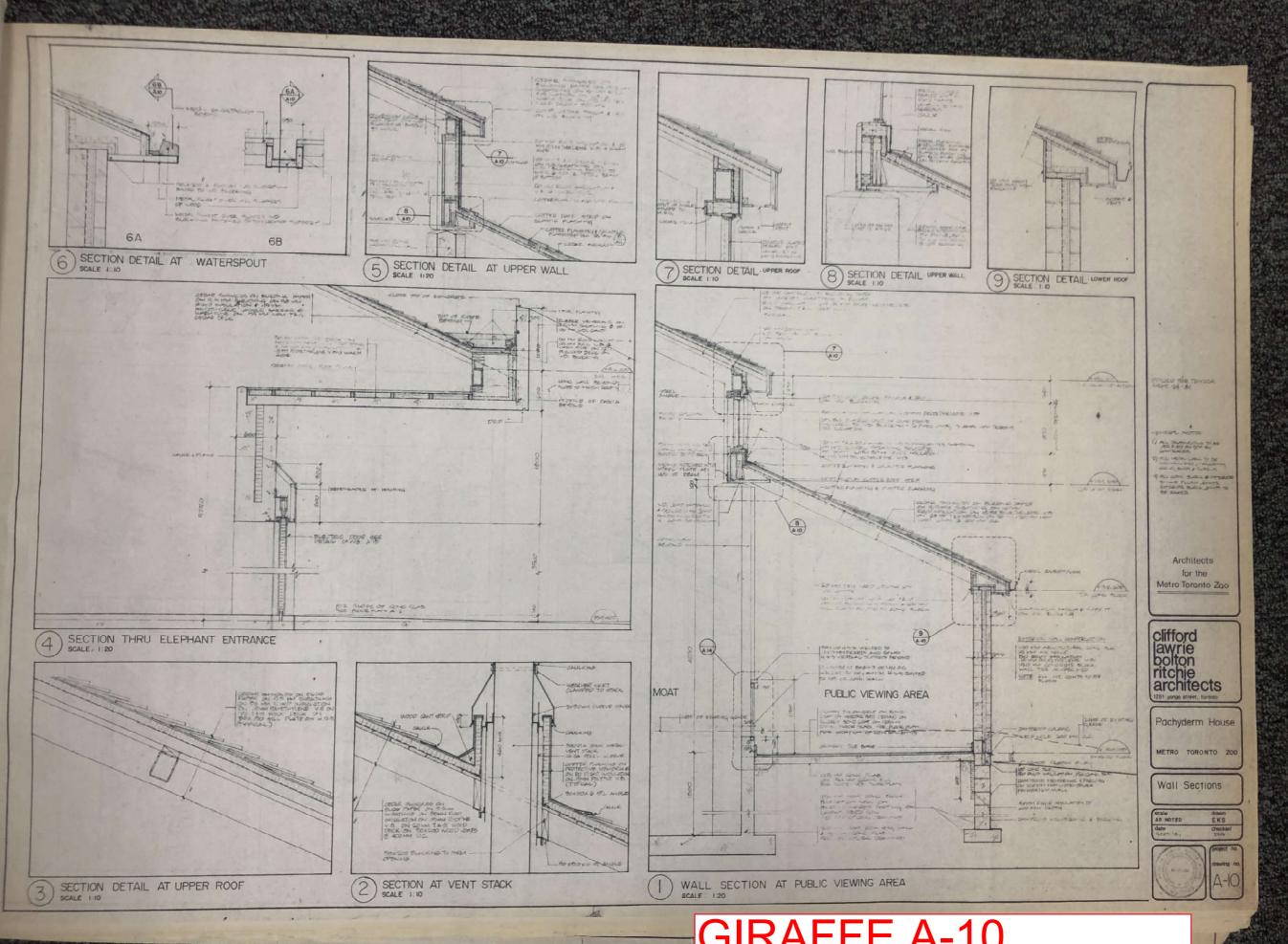




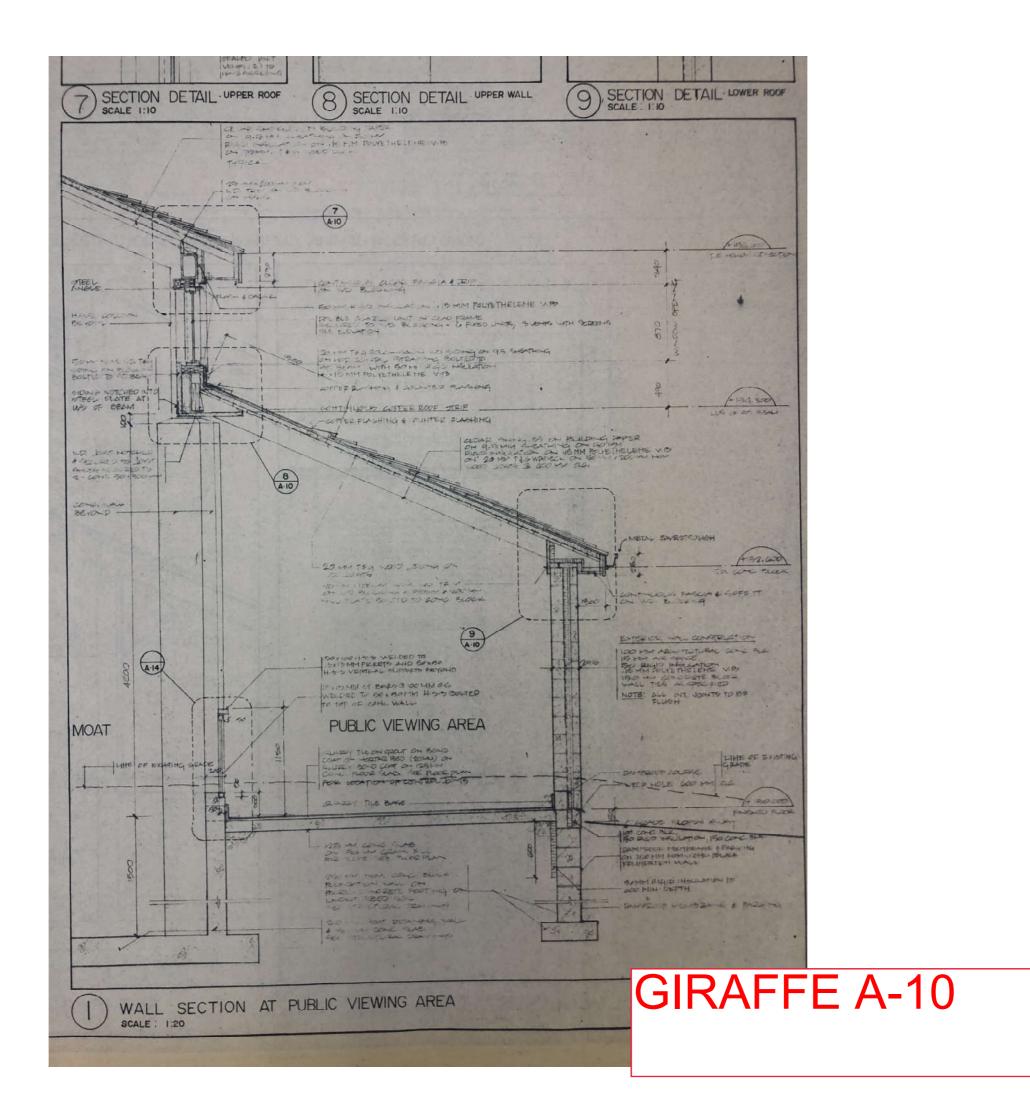


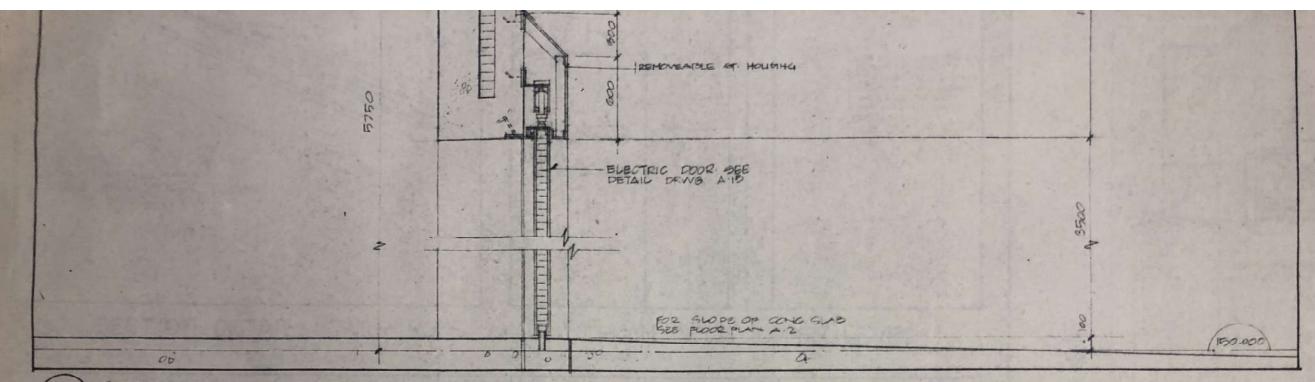




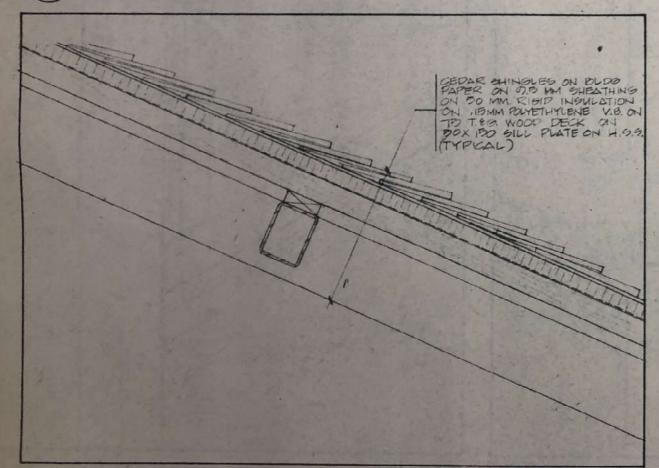


GIRAFFE A-10

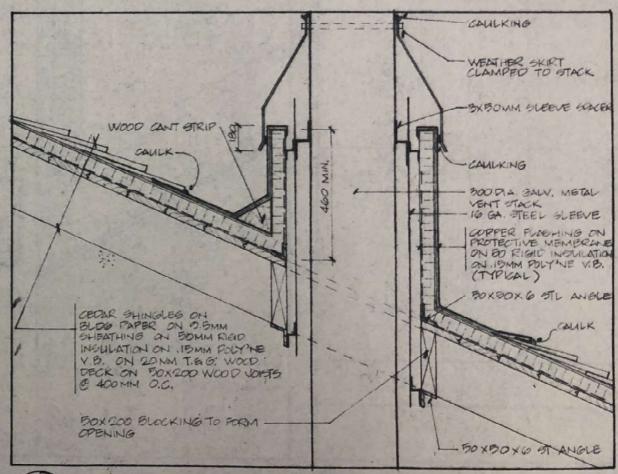




4 SECTION THRU ELEPHANT ENTRANCE



3 SECTION DETAIL AT UPPER ROOF



2 SECTION AT VENT STACK

GIRAFFE A-10

