2016-07-20

REQUEST FOR PROPOSAL
DESIGN, INTERPRETIVE AND FABRICATION SERVICES -
WILDLIFE HEALTH CENTRE PUBLIC VIEWING GALLERY
RFP # 19 (2016-07)

You are invited to submit a written proposal to provide Design, Interpretive and Fabrication Services for the Public Viewing Gallery of the new Toronto Zoo Wildlife Health Centre facility. Services to include review of existing facility and services, design (approved by Toronto Zoo), conformance of design to project budget, cost estimates for each component of the work, fabrication and installation of interpretative and digital components.

Site Inspection: A project site meeting will not be held for this project as the facility is currently under construction.

Proposal: Provide four (4) 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, 2016-08-05, 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 Leona Mitchell, Project Manager at 416 392-6002 or lmitchell@torontozoo.ca.

Yours truly,

Paul K. Whittam
Manager, Financial Services
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 “COO” means the Chief Operating Officer of the Toronto Zoo;

1.1.3 “Successful Proponent” 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 Successful Proponent, 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 Successful Proponent to meet the Successful Proponent’s obligation under this Contract;
2.0 DESCRIPTION AND SCOPE OF PROJECT

WHC – Interpretive Concept for Viewing Gallery

2.1 Background

The Public Viewing Gallery is located on the east side of the new Wildlife Health Centre between gridlines 10 and 11 along gridlines (south of) C and K1 reflected on drawing A-101 attached. Architectural and Electrical plans are included with this RFP showing locations of data and electrical in the public viewing space. In addition, and not reflected on the current plans, there will be electrical and data outlets located at the steel columns on the east side of the PVG along gridline 11 at gridlines D1, G1 and H1.

2.2 Purpose of viewing gallery of WHC:

- To provide a glimpse into the Wildlife Health Centre and the ‘science’ that takes place within the Zoo (veterinary, nutrition, reproductive physiology (breeding), and behavioural research, with links to careers and tied in with school curriculum.
- Should highlight the importance of the Wildlife Health Centre and all the work we do that is not seen by the visitors, e.g. the “invisible” Zoo.
- It is about more than the building itself and what goes on inside, it’s ALL our ‘programs’ that stem from here, i.e.: conservation and breeding, internships & partnerships. Toronto Zoo wants to highlight the things that differentiate us from others. e.g. the 118 Species Survival Plans we are involved in, the Browse study, Toronto Zoo having one of the only reproductive labs in the world for endangered species, etc.
- Would like to have as many people as possible flow through this space to enhance awareness of all that we do at the Toronto Zoo.

- Audiences would include:
  - general public/visitors
  - Zoo Members
  - School groups (mainly the older grades, e.g. Grade 5 and up)
  - College/University students
  - Zoo Camp groups
  - Corporate groups

2.3 Concept

With the construction of the new WHC, a key aspect is public education, by way of a large 100 ft. x 15 ft. open space that provides viewing access into the inner functions of this facility including: radiology, treatment, surgery, clinical lab and endocrine lab.

The viewing gallery will feature a combination of static displays, interpretive signage and digital components. With the anticipated heavy flow of traffic through this space the interactives need to be durable and viewable by multiple people at one time. In addition, we would like to build in some areas for tactile displays and/or to feature a live animal (e.g. Blanding’s turtle) to showcase/represent our involvement in breeding and reintroduction programs.
This space may also be used for afterhours events, thus some things may need to be mobile to be moved out of the space for a period of time.

2.4 Description and Scope of Project

The scope of work for this project is to undertake all necessary engineering review, design, drawings, specifications, and so on for the implementation of theming, signage, educational and interpretive elements for the Wildlife Health Centre Viewing Gallery.

The Successful Proponent is to provide specialists in education (both formal and informal settings), theming, interpretive design and using state of the art delivery methods and the use of technology. The Successful Proponent shall work collaboratively with a core group of Toronto Zoo staff to define an overarching theme for the space, key messaging, flow of traffic, etc. Part of this may also include a name for the facility and/or viewing gallery suited to its purpose.

Underlying principal is that the Viewing Gallery of the Wildlife Health Centre will be closely integrated with the Zoo’s conservation and research programs to build public awareness and profile of the Zoo’s higher purpose. We want people to understand that Toronto Zoo plays an important role in saving and protecting species. (… in keeping animals healthy here at the Zoo and working hard to maintain healthy populations in the wild.) Through a variety of displays, technology, and interpretive signage we want ALL visitors, regardless of time of day and what is happening within the various rooms of the facility, to get a better understanding of the ‘invisible Zoo’ and all the science and important conservation work that we’re involved in. Aspects to feature/highlight may include:

- Intro sign to the Wildlife Health Centre – highlighting what this facility is, what goes on here, and the combined efforts of keepers, veterinarians, technicians, in keeping animals healthy at all stages of life.
- Facility Overview sign: (similar to ‘Behind the Scenes’ sign Denver Zoo has) that shows a map of the layout of the facility, including rooms visitors can’t see into, and explains the purpose of each.
- Reproduction: could highlight when/how animals are brought together for breeding, when to use assistive technologies for breeding, Toronto Zoo is one of the only repro. Labs in the world for Zoos; highlight some of the breeding successes/reintroduction programs and what we’re concentrating on that the public could see (not a BTS project).
- Nutrition: highlight how Toronto Zoo has full-time animal nutritionist on staff, animals all on specialized diets, how much food is prepared per day, unique recipes formulated by Toronto Zoo staff & edible ‘toys’ (enrichment).
- Veterinary: preventative care, as well as highlight our role in research and in ensuring healthy populations beyond the Zoo.
- Specialized Care/Programs: how the Toronto Zoo helps animals beyond our facility, provide a link to the number of conservation programs we’re involved in/support.
- Horticulture: a number of plants (Ficus benjamina) could be located within the large glass gallery to liven up the space, provide much needed food for invertebrate species, and to highlight our unique plant collection and its role in animal health.

These various aspects, and possibly others, could be broken into a couple of different modules that we want to showcase to best state our message in an impactful way. The Toronto Zoo must work together with the Design/Build team to identify the specific story for each of these pieces that we want people to know.
All of this will be achieved through a combination of static interpretive signage and digital monitors/components. With the anticipated heavy flow of traffic through this space the interactives need to be durable and viewable by multiple people at one time.

In addition, the visitor experience can be further enhanced with staff commentaries (WHC staff providing narrations of the work they are doing which visitors are seeing taking place), potentially a ‘Health Centre Talk’ similar to our roster of regular Keeper Talks that take place at a designated time each day, as well as staff/volunteer led tours to provide a deeper experience.

**Design Services**
The contractor is to provide the following services during all phases of design:

- Design planning
- Preparation of the Interpretive Plan
- Provide expertise regarding visitor experience and recommend enhancements to the visitor experience
- Performance specifications and engineering
- Spatial and organizational design
- Visitor flow, traffic, and capacity
- Research and propose processes, materials, and structures that are environmentally responsible but also durable for world class exhibition installations
- Sample boards and material specification
- 3-Dimensional Design for all types of exhibits and interior constructions (cases, models, cabinets, interactive, walls, special exhibits, etc.)
- Graphic Design and Specification
- Graphic artwork (production ready files)
- Signage and wayfinding as appropriate within the exhibition spaces
- Interactive design and specification
- Lighting Design (if required)
- Media/AV hardware design and specification (to be priced separately)
- Media/AV software treatments and scripting (to be priced separately)
- Sound design and sound management (acoustic control)
- Design project management
- Cost estimating and control
- Preparation of all design drawings and packages (floor plans, elevations, renderings, perspectives, specifications, details, etc.)
- Preparation of visuals (renderings, colour images) that can be used by the Toronto Zoo in marketing documents as required
- Computer generated renderings of exhibits
- Fabrication and installation management
- Art Direction and quality control of fabrication
- Confirm and transfer copyright of all designs, artworks, and production to the Toronto Zoo
- Prototyping – Identify exhibits that require prototyping an sampling and schedule their development
- Scheduling
- Presentations
- Attendance at meetings
- Oversee commissioning and hand-over process
Fabrication and Installation and Media Production
The Contractor will be responsible for fabrication and production of the exhibition as prepared by the design team and approved by the Toronto Zoo. This includes general construction as well as multimedia and may be completed by more than one supplier. These services include but are not limited to:

- Complete fabrication all exhibits and interiors – millworks, AV, multimedia, models, dioramas, low-tech hands-on exhibits, etc.
- Prepare all shop drawings
- Provide as built drawing set of the exhibition upon completion of the services. This includes all graphic design files organized by exhibition zones
- Media Hardware Procurement – specify, design, procure, test and integration all technology. Hardware should be fully wracked, cabled, and organized within the exhibition space or identified AV closet/control room. Appropriate spares to be provided upon completion of the project (TBD with Toronto Zoo Project Manager). Hardware specification and selection will be coordinated in consultation with the Toronto Zoo’s Computer & Telecom Services Branch in order to ensure integration with existing systems and preferred hardware. Provide separate pricing for media equipment.
- Show control (if required) – recommend and develop a show control system that is easy to manage and control within the confines of the available staff resources
- Graphic artwork production – Prepare all artwork for production. All artwork must be provided as “proofs” for approval and check prior to production
- Graphic production on suitable substrates
- Site review and measurement confirmation
- Selection of materials and parts should be made for ease of maintenance and replacement at reasonable costs (i.e. operations)
- Provide all necessary warranties and guarantees
- Provide operation and maintenance manuals. All manuals to include inventories of parts and replacements
- Prototyping – graphic samples, materials, interactive as identified and managed by the Designer
- Provide adequate commissioning period to correct errors and omissions. Manage punch list
- Provide training for Toronto Zoo staff on operating and maintaining the exhibits
- Access to the site will be coordinated by the Toronto Zoo Project Manager.

2.5 Some logistics to consider in interpretive design and flow of audiences through this space include:

- due to varying daily activities and staff resources there may not always be activities taking place in the various rooms of the gallery. Thus, it is critical that an engaging interpretive plan be developed, including interpretives/interactives and digital technology (monitors), to ensure that visitors always feel that they are getting a glimpse of the work behind the scenes to meet their expectations of coming to ‘see’ something going on. e.g. could feature video loop of animal procedures, various x-rays that could be selected on a tablet and view, microscopic view of various blood samples that they could view on a large monitor, virtual dissections, etc.
- depending on the direction of flow, concern of visitors not seeing anything happening in the first three rooms (radiology, treatment, surgery) on a regular basis. More regular activities will be viewable in the rooms at the far end of the hallway (endocrine and clinical labs). - the large all glass hallway may pose some challenges in terms of how/where to best install interpretive signage or any interactives. May need to consider floating signage and/or film on windows.
- how to communicate what is going on in the various rooms with visitors in the gallery. e.g. a sign to explain what procedure is being done and why; staff to narrate through the procedure.
• how to explain some of the equipment and/or staff they may see within these different rooms.
• how to manage large volume of visitors (guided and non-guided) going through this open space. Flow of visitor traffic one way and/or loop back.

2.6 The **total cost for the project is $100,000 which includes design fees, fabrication, installation and contingency.**

2.6.1 The Proponent is to provide the following services during all phases of design:

a) Examine existing drawings


c) Visit and examine drawings of the Public Viewing Gallery space at the new Wildlife Health Centre. This space is currently under construction and not be available for a site visit.

2.6.2 Successful Proponents will conduct interviews with key Zoo resource staff to gain an understanding of users service requirements and current facility related matters.

2.6.3 The Successful Proponent is to include specialists in public attractions interpretation and interactives. The Successful Proponent’s proposals must include examples of this expertise and successful completion of similar projects in scale and content.

2.6.4 It is anticipated that the successful firm will have at least the following disciplines in order to undertake this project: architectural, electrical, designers and education specialists.

2.6.5 Upon award of the contract, the selected Successful Proponent 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. **The Sample Agreement is attached (Appendix III).**

2.6.7 Upon selection of the Successful Proponent, 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 **SUCCESSFUL PROPOSENT SERVICES DELIVERABLES TO BE PROVIDED**

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

3.2 Successful Proponent 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, Successful Proponent fees, permits, disbursements, etc. Successful Proponent to prepare a working budget for evaluation and analysis of tender results including unit prices as applicable. (NA applicable for this project) Successful Proponent to provide a cost estimate for each component of the work proposed.
3.3 Successful Proponent 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 Operating Officer, Toronto Zoo. (NA for this project)

3.4 The Successful Proponent is expected to provide a detailed cost breakdown for each element of their proposal. This will be reviewed by Toronto Zoo and will assist in confirming the scope of work to be completed.

3.5 Certification of all drawings by Engineer (via professional stamp where applicable). Successful Proponent 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 Successful Proponent 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.

3.6 Successful Proponent 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 Successful Proponent in the Fee Proposal.

3.7 Successful Proponent to attend pre-construction start-up and Health & Safety meeting with contractor(s), Zoo Facilities & Services staff and Security & Safety staff.

3.8 Successful Proponent 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.

3.9 Successful Proponent 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.

3.10 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 Successful Proponent should allow for 10 site visits to be included as part of this proposal. Successful Proponent is to provide unit pricing for additional site visits.

3.11 Successful Proponent to ensure arrangement of construction work to be undertaken through liaison with Zoo staff.

3.12 Successful Proponent to review and approve shop drawings for all aspects of the work as necessary during construction.

3.13 Successful Proponent to prepare weekly progress reports, verifying work in place and schedule of completion.

3.14 Successful Proponent to prepare and recommend change orders and payment certificates for approval by the Zoo. (NA for this project)

3.15 Successful Proponent to certify Substantial Performance and Completion.

3.16 Successful Proponent to perform commissioning services for all systems to confirm they are operating as designed.
3.17 Successful Proponent to ensure all close-out documentation is provided including as-built drawings, maintenance manuals and warranty information.

3.18 Successful Proponent to re-inspect project, to liaise with contractors and other project staff, making sure all deficiencies have been corrected prior to the expiry date of warranties.

3.19 Direct assistance and liaison of Successful Proponent with Zoo Facilities & Services branch regarding planning, design, construction, organization and scheduling.

3.20 Successful Proponent to co-ordinate and liaise with all sub-consultants/contractors and others as necessary making sure all relevant issues have been raised and concluded.

3.21 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. Successful Proponent to assess and prepare a report detailing energy use change resulting from the project.

3.22 Design should incorporate the Toronto Green Development Standards.

4.0 INSURANCE, INDEMNIFICATION AND POLICIES

4.1 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 General Manager must be maintained through the Project and included in the Fee Proposal.

4.2 The Successful Proponent hereby agrees that the Successful Proponent 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 Successful Proponent, its agents, servants, employees or sub-consultants/contractors 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.

4.3 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 Operating Officer.

4.4 The Successful Proponent 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 Successful Proponent 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 Operating Officer, Toronto Zoo, shall supply to the Successful Proponent.

5.0 PROPOSER SUBMISSION REQUIREMENTS

5.1 Title page showing request for Proposal Proponent’s name
5.2 Duly executed proposal form

5.3 Indicate the individual or incorporated name of the Proponent; address(es); telephone and fax number(s); and name of key contact person(s).

5.4 The Proponent must provide names and company information for all Sub-Consultants/Contractors required by Proponent.

5.5 State the scope and limits of responsibility of the Proponent and sub-consultants/contractors (if applicable) 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 Proponent.

5.6 Provide a schedule or chart of the proposed tasks, hours and the hourly rates for each person associated with this project.

5.7 The Proponent must confirm compliance with the Insurance and Indemnification provisions identified in Section 4.0.

5.8 Clearly indicate how project design and construction will be managed to conform to assigned project budgets, sub-consultantss needed, construction timing, etc., if necessary.

5.9 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.

5.10 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.

5.11 Guarantee project start immediately following successful confirmation of award of project, and work to implementation and completion schedule.

6.0 PROPONENT FEE PROPOSAL

6.1 On the Fee Proposal Form (Appendix I), provide an upset fee limit for the Public Viewing Gallery at the Wildlife Health Centre, inclusive of disbursements, plus GST broken out for each Project phase, as follows:

- Design – to include analysis and final specifications and drawings
- Construction
- Disbursement Allowance.
- HST.

All Proponent and Sub-Consultants/Contractors costs for research, surveys, drawings, specifications, models, renderings and photographic and similar costs to be the responsibility of the Proponent, identified and included as part of the fees in the Fee Proposal.
6.2 Provide hourly rates for other services which may be requested during completion of the project.

6.3 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 Proponent travel, as required. Photocopies of receipts must be provided for disbursements.

6.4 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 and approved in advance. Proponent to arrange these if required, as part of their work for the project.

6.5 A 10% holdback will apply to all fees, not including disbursements, to be released after 30 days following completion of construction.

6.6 Proposal prices shall remain in effect for a period of ninety (90) days from the proposal due date of Friday, 2016-08-05.

6.7 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.

7.0 PROPOSAL EVALUATION AND SELECTION

7.1 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.

7.2 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.

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

7.4 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

7.5 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.
7.6 Step 2 – Evaluation of Submitted Proposals

7.6.1 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:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Depth and breadth of the Project team’s relevant qualifications and experience</td>
<td>25</td>
</tr>
<tr>
<td>with similar scale and type of projects (Design/Build)</td>
<td></td>
</tr>
<tr>
<td>Depth and breadth of the project team Lead’s relevant qualifications and experience</td>
<td>20</td>
</tr>
<tr>
<td>Commitment to complete work according to schedule of events in section 8.0 within the RFP</td>
<td>10</td>
</tr>
<tr>
<td>Availability of team members during entire project</td>
<td>10</td>
</tr>
<tr>
<td>Understanding of project scope of work</td>
<td>10</td>
</tr>
<tr>
<td>Details on the general approach and methodology that proponent would take in performing the services outlined within the RFP</td>
<td>10</td>
</tr>
<tr>
<td>Fee Proposal</td>
<td>15</td>
</tr>
</tbody>
</table>

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

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

7.7 Step 3 – Evaluation of Presentations (If Required)

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

7.7.2 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.

7.7.3 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.

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

<table>
<thead>
<tr>
<th>Evaluation</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1 – Initial Review of Submitted Proposals</td>
<td>Prerequisite</td>
</tr>
<tr>
<td>Step 2 – Evaluation of Submitted Proposals</td>
<td>Maximum 100</td>
</tr>
<tr>
<td>Step 3 – Evaluation of Presentations (If Required)</td>
<td>(Maximum 50 If Required)</td>
</tr>
<tr>
<td>Total maximum score excluding Presentation</td>
<td>100</td>
</tr>
<tr>
<td>Total maximum score including Presentation</td>
<td>150</td>
</tr>
</tbody>
</table>

7.9 By responding to this Proposal, the Proponent agrees to accept the recommendation of the
7.10 All Proposals shall be submitted by the Proponent on the understanding that the Proposals shall become the property of the Zoo.

8.0 SCHEDULE OF EVENTS

The following is a tentative schedule for the Public Gallery at the Wildlife Health Centre. The final schedule will be developed jointly with the Successful Proponent in the first week of project execution:

<table>
<thead>
<tr>
<th>Pre-Award</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>2016-07-20</td>
</tr>
<tr>
<td>Proponents’ Question Deadline</td>
<td>2016-07-27 @ 12:00 p.m.</td>
</tr>
<tr>
<td>Submission Due</td>
<td>2016-08-05</td>
</tr>
<tr>
<td>Interviews, if necessary</td>
<td>Week of 2016-08-15</td>
</tr>
<tr>
<td>Notification of Award By the Toronto Zoo</td>
<td>Week of 2016-08-22</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Post-Award</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Kick Off Meeting</td>
<td>Week of 2016-08-22</td>
</tr>
<tr>
<td>Preliminary Draft Design Due</td>
<td>2016-10-17</td>
</tr>
<tr>
<td>Final Design Due</td>
<td>2016-12-16</td>
</tr>
<tr>
<td>Fabrication</td>
<td>2017-02-24</td>
</tr>
<tr>
<td>Construction</td>
<td>2017-03-31</td>
</tr>
</tbody>
</table>

The RFP process and project will be governed according to the above schedule or other schedule provided by the Successful Proponent and approved by the COO 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.

9.0 PROPOSAL TERMS AND PROVISIONS

The Successful Proponent shall be retained through a contractual agreement and/or a purchase order, which includes the terms and conditions of this Request for Proposal.

9.1 Successful Proponent’s Liability and Indemnity

The Successful Proponent will from time to time 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 Successful Proponent 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, Successful Proponents and invitees harmless and indemnified for all such damages and claims for damage; and in case of the Successful Proponent’s failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Work, the COO 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 COO as he is herein empowered to take, shall not in any way relieve the Successful Proponent or his/her surety from any liability under the Contract.

9.2 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.

9.3 The RFP does not constitute an offer or tender by the Toronto Zoo. Receipt of Proposals by the Toronto Zoo pursuant to this RFP or selection or notification confers no rights under any Proposal nor obligates the Toronto Zoo in any manner whatsoever.

9.4 Liability of Errors

While the Toronto Zoo has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Toronto Zoo, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

9.5 Toronto Zoo Rights and Options Reserved:

The Toronto Zoo reserves the right to award the contract to any proponent who will best serve the interest of the Toronto Zoo. The Toronto Zoo reserves the right, in its sole discretion, to exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:
(a) To reject any or all proposals.
(b) To re-issue this RFP at any time prior to award of work.
(c) To cancel this RFP with or without issuing another RFP.
(d) To supplement, amend, substitute or otherwise modify this RFP at any time prior to the selection of one or more proponents for negotiation.
(e) To accept or reject any or all of the items in any proposal and award the work in whole or in part.
(f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements.
(g) To permit or reject at the Toronto Zoo’s sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the proponents following proposal submission.
(h) To request that some or all of the proponents modify proposals based upon the Toronto Zoo’s review and evaluation.
(i) To request additional or clarifying information or more detailed information from any Proponent at any time, before or after proposal submission, including information inadvertently omitted by the proponent.

9.6 Cancellation

Nothing herein shall be construed as giving the Proponent the right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to the Toronto Zoo; and in the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this agreement, the Proponent shall be paid only for the portion of the work which shall have been satisfactorily completed at the time of termination.

9.7 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:

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

9.8 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 acknowledges and agrees that the Toronto Zoo has exclusive ownership and sole and unfettered use of this final product and related products.
9.9 Ownership and Disclosure of Proposal Documentation

The documentation composing any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the Toronto Zoo by any Bidder in connection with, or arising of this RFP, once received by the Toronto Zoo:

9.9.1 Shall become property of the Toronto Zoo and may be appended to purchase order issued to the successful Bidder;

9.9.2 Shall become subject to the Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”) and may be released pursuant to that Act

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

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

9.10 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 Successful Proponent(s) for this project may participate in subsequent/other Toronto Zoo projects provided the Successful Proponent 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 Successful Proponent(s).

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to potential conflict of interest, then the Proponent will so inform the Toronto Zoo. If the Toronto Zoo requests, then the Proponent will refuse the new assignment or will take steps as are necessary to remove the conflict of interest concerned.

9.11 No Collusion

A proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of the Proposals. Each proponent shall attest by virtue of signing the Proposal Submission Form that its participation in the RFP process is conducted without any collusion or fraud. If the Toronto Zoo discovers there has been a breach
of this requirement at any time, the Toronto Zoo reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

9.12 Governing Law

This RFP and any quotation submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.
10.0 PROPOSAL FORM

The undersigned Proponent having 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.

<table>
<thead>
<tr>
<th>COMPANY INFORMATION</th>
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<tbody>
<tr>
<td>Company Name:</td>
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<tr>
<td></td>
</tr>
<tr>
<td>Name of authorized</td>
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<tr>
<td>Signing Officer</td>
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<td>Title:</td>
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<tr>
<td>Signature:</td>
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<td>Date:</td>
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<td>Contact Name:</td>
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<td>Title:</td>
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<td>Address:</td>
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<td>Fax #:</td>
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<td>Email:</td>
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<td>Web Site:</td>
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<td>HST #:</td>
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<tr>
<th>DISCOUNT</th>
<th>Discount</th>
<th>Days</th>
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<tr>
<td>Discount allowed for prompt payment and period within which invoice must be paid to qualify.</td>
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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):

<table>
<thead>
<tr>
<th>Project/quantity too large.</th>
<th>Project/quantity too small.</th>
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<tbody>
<tr>
<td>We do not offer services or commodities to these requirements</td>
<td>Cannot meet delivery or completion requirement</td>
</tr>
<tr>
<td>We do not offer this service or commodity.</td>
<td>Agreements with other company do not permit us to sell directly.</td>
</tr>
<tr>
<td>Cannot handle due to present commitments.</td>
<td>Licensing restrictions</td>
</tr>
<tr>
<td>Unable to bid competitively.</td>
<td>We do not wish to bid on this service or commodity in the future.</td>
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<tr>
<td>Insufficient information to prepare quote/proposal/tender</td>
<td>Specifications are not sufficiently defined</td>
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<tr>
<td>We are unable to meet bonding or insurance requirements.</td>
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Other reasons or additional comments (please explain):

Company Name:
Address
Contact Person:
Signature of Company Representative:
Date:
Phone Number:
Email address
Fax Number:
## FEE PROPOSAL FORM

<table>
<thead>
<tr>
<th>Proponent Name:</th>
<th>FEES</th>
<th>DISBURSEMENTS</th>
<th>HST</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Design</td>
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<tr>
<td>Fabrication</td>
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<tr>
<td>Installation</td>
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<td>TOTAL COSTS</td>
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<tr>
<th>Type of Architect, Mechanical, Structural, etc.</th>
<th>Fee</th>
<th>Disbursements</th>
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<td>EXCLUDING HST</td>
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</table>

We propose to employ sub-consultant organizations to deliver services for this project. The Consulting Team consists of the following firms and key personnel.

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Firm</th>
<th>Key Personnel</th>
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SEPARATE PRICING FOR A/V HARDWARE EQUIPMENT (Include separate list if applicable)

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<thead>
<tr>
<th>DESCRIPTION &amp; MANUFACTURE PRODUCT #</th>
<th>COST</th>
<th>HST</th>
<th>TOTAL</th>
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<td>TOTAL COSTS</td>
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</table>
### DRAWING LIST

<table>
<thead>
<tr>
<th>Number</th>
<th>Name</th>
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</thead>
<tbody>
<tr>
<td>A-101</td>
<td>Level 1 - Ground Floor Plan</td>
</tr>
<tr>
<td>A-300</td>
<td>Building Elevations</td>
</tr>
<tr>
<td>A-308</td>
<td>East, South and West Building Elevations</td>
</tr>
<tr>
<td>A-401</td>
<td>Building Sections</td>
</tr>
<tr>
<td>E-001</td>
<td>Site Plan, Legend, and Drawing List</td>
</tr>
<tr>
<td>E-102</td>
<td>Level 2 - Second Floor Plan - Lighting Layout</td>
</tr>
<tr>
<td>E-201</td>
<td>Level 2 - Ground Floor Plan - Power Layout</td>
</tr>
<tr>
<td>R1</td>
<td>Exterior East Elevation</td>
</tr>
<tr>
<td>R2</td>
<td>Aerial</td>
</tr>
<tr>
<td>R3</td>
<td>Interior Public Viewing Area</td>
</tr>
</tbody>
</table>
SAMPLE AGREEMENT

B E T W E E N:

BOARD OF MANAGEMENT OF THE TORONTO ZOO

hereinafter called the "Board",

OF THE FIRST PART

- and -

CONSULTANT

hereinafter called the "Consultant",

OF THE SECOND PART

WITNESSES THAT:

WHEREAS the Board issued a Request for Proposal dated ____________ in order to obtain the services of a consultant to provide consulting services for the proposed Wildlife Health Centre Viewing Gallery Project (the “Work”) at the Toronto Zoo (hereinafter called the "Zoo") (which Request for Proposal is hereinafter called the "RFP") and is appended hereto as Schedule "A";

AND WHEREAS the Consultant has submitted a Proposal and a Fee Schedule dated ____________, (hereinafter called the "Proposal") to provide the services in relation to the Work more particularly as set out in the Proposal and appended hereto as Schedule "B" (the services and other things required to be done by the Consultant as set out in both the RFP, the Proposal and Schedule “C”, are hereinafter called the "Services");

AND WHEREAS the Consultant has agreed to perform the Services upon the terms and conditions as hereinafter set forth;

IN CONSIDERATION OF the mutual covenants herein contained, the Board and the Consultant hereby mutually covenant and agree as follows:

1. RESPONSIBILITIES OF CONSULTANT

(1) The Consultant shall, in accordance with all of the terms of this Agreement (the "Agreement"), supply, provide and perform the Services with all due and reasonable diligence, professional skill and competence, all to the satisfaction of the Zoo's Chief Executive Officer or his/her designate (collectively called the "CEO").

(2) The Consultant shall provide, at the Consultant’s sole cost and expense, all necessary equipment, accommodation, staff and technical assistance required in performing the Services.
(3) The Consultant shall, even if the rate of payment set forth in Schedule “B” hereto is based on an hourly, daily or other time based rate, perform all of the Services notwithstanding that the value of the time spent by the Consultant in performance thereof exceeds the maximum specified therein, and that neither such rate nor any provision of the Agreement shall relieve the Consultant from performing all the Services or reduce its obligation to one of performing only some proportionate or other part of the Services.

2. SUBCONSULTANTS

(1) The Consultant shall obtain the prior written approval of the CEO for the employment, engagement or retaining of any subconsultant except for any assistance rendered by the Board, and any subconsultant identified in the Proposal.

(2) The Consultant shall be solely responsible for the payment of any subconsultants employed, engaged or retained by the Consultant for the purpose of assisting it in the discharge of its obligations under the Agreement.

(3) The Consultant shall co-ordinate the services of all subconsultants employed, engaged or retained by the Consultant pursuant to Subsection (1) hereof and, without limiting the generality of Section 9 of the Agreement, the Consultant shall be liable to the Board for costs or damages arising from errors or omissions of such subconsultants or any of them.

3. PLANS AND DRAWINGS

All plans, drawings, details, specifications, reports, and all other documents and information prepared by the Consultant pursuant to the Agreement shall be and become the sole and absolute property of the Board without the payment of any compensation whatsoever therefor by the Board to the Consultant, and the same shall be delivered by the Consultant to the Board upon the completion of the Services as may be required by the CEO, and same may be used and/or reproduced by the Board in respect of any further work, or otherwise in respect of the Wildlife Health Centre Public Viewing Gallery Project at the Zoo.

4. PAYMENT

Notwithstanding anything to the contrary contained in the Proposal, subject to the provisions of Sections 6 and 12 of the Agreement, the Board will pay the Consultant in the amounts and manner, and at the times, as set out in Schedule "C" hereto.

5. APPROVAL OF THE BOARD

The Consultant shall not perform any service or work that would result in an increase in fee payable by the Board without the prior written approval of the CEO.

6. TERMINATION

The CEO may by written notice to the Consultant at any time suspend or terminate the whole or any part of the provision of the Services for reasons including but not limited to the Consultant failing
from any cause whatsoever to perform the Services as required by the Agreement, or failing to perform same in a manner satisfactory to the CEO, or the CEO determining for any reason to carry out the Services with staff of the Board, or not to proceed with or to discontinue the Services, and thereupon:

(a) the Board shall be liable for payment to the Consultant, only for those monies attributable to the part of the Services performed to the satisfaction of the CEO to the earlier of the date of failure stipulated in such notice or of the date of receipt of such notice by the Consultant; subject in the case of any such suspension, to resumption of responsibility by the Consultant if and to the extent that such suspension is lifted by written notice from the CEO;

(b) the CEO may appoint officials of the Board or any other person or persons in the place and stead of the Consultant to perform the Services or any portion thereof;

(c) the Consultant shall have no claim against the Board except for such of the Services as have been satisfactorily performed by the Consultant up to the earlier of the date of failure stipulated in such notice or the date of receipt of such notice as aforesaid; and

(d) nothing contained herein shall limit the rights of the Board to recover damages from the Consultant arising from the failure of the Consultant to perform the Services satisfactorily in accordance with the terms of the Agreement.

7. INSURANCE

(1) The Consultant shall, from the time of commencement of performance of the Services, until at least TWENTY-FOUR (24) MONTHS following satisfactory complete performance of the Services by the Consultant, maintain with an insurer selected by the Consultant, professional liability insurance for any error or omission in discharging any of the Consultant's professional obligations, including any design and material specification, in an amount of not less than TWO MILLION DOLLARS ($2,000,000.00) per claim and otherwise satisfactory in form and content to the CEO and comprehensive general liability insurance having a limit of not less than FIVE MILLION DOLLARS ($5,000,000.00) in respect of injury or death to a single person or for property damage.

(2) The insurance referred to above shall be in amounts, on forms and with insurers acceptable to the CEO and the Treasurer of the City of Toronto, acting reasonably.

(3) With respect to the comprehensive general liability policy, the Board, the City of Toronto and the Toronto & Region Conservation Authority, shall be shown as additional insureds and all proceeds shall be payable to them jointly as their interests may appear. All such policies shall contain a waiver of any right of subrogation or recourse by the insurers against any insured and those for whom they may be in law responsible, with respect to any act, omission, or negligence by any of them (other than deliberate act of a party claiming indemnity under the policy). The policy shall contain provisions for severability of interests and cross liability among insureds. The policy shall contain undertakings from the insurers that it shall not be cancelled or allowed to lapse or be materially changed until at least 30 days prior written notice has been given to the Consultant and the Board.
(4) With respect to the professional liability insurance, the Consultant shall provide the Board with evidence, satisfactory to the CEO that the premium has been paid and that there is no other indebtedness, and shall provide the CEO with written evidence that such insurance has been renewed at least 30 days prior to the expiration date of any such policy.

(5) The Consultant shall pay all premiums with respect to all insurance in a timely fashion.

(6) The Consultant shall provide at the time of execution of the Agreement evidence of such insurance coverage in the form of original signed Certificates of Insurance satisfactory to the CEO; and from time to time, as such coverage expires or is replaced, shall provide original signed Certificates evidencing renewals or replacements thereof satisfactory to the CEO, all of which Certificates may be permanently retained by the Board.

(7) The Consultant shall, at the request of the CEO, replace any original or replacement insurance coverage obtained pursuant to this Section, with coverage through another insurer selected by the Consultant.

(8) Any premiums due on any insurance policy under this Section but not paid by the Consultant may be paid directly to the insurer(s) or broker(s) by the Board, which shall be entitled to deduct the amount of same along with its reasonable costs in so doing from any monies otherwise due to the Consultant by the Board either under the Agreement or otherwise.

(9) The Consultant agrees that it, its employees, agents, occupants and invitees will not keep in or upon the Zoo any article or substance which may be prohibited by the insurance policy mentioned above, or do or omit, or permit to be done or omitted anything which will cause any increase in the insurance premiums or the cancellation of any insurance policy.

(10) The provisions of this Section shall in no way limit the requirements and obligations imposed on the Consultant elsewhere in the Agreement, nor relieve the Consultant from compliance therewith and fulfilment thereof.

8. PERMITS AND APPROVALS

It is understood and agreed that the Consultant shall prepare, submit and pursue all applications for all permits and approvals required for or in connection with the Services and the Wildlife Health Centre Public Viewing Gallery Project.

9. INDEMNITY

The Consultant hereby agrees that the Consultant will, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the Board, the City of Toronto, the Toronto and Region Conservation Authority, their employees, officers, agents, invitees, successors and assigns from and against all actions, claims and demands whatsoever which may be brought against or made upon them or any of them and 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 subconsultants or any of them, in the performance of the Services, save and except and only to the extent that any such loss, liability, judgements, costs, demands or expenses are caused by the Board or those for whom at law it is responsible.
10. OCCUPATIONAL HEALTH AND SAFETY ACT

(1) The Consultant shall:

(a) conform to and enforce strict compliance with the Occupational Health and Safety Act R.S.O. 1990, as amended (OHSA) in the performance of the Services;

(b) ensure that no lead is called for the specifications and take all steps necessary to prevent the spread of lead-containing dust/particles from the work site when performing Services involving, but not limited to, lead-containing paint (i.e., greater than 0.5%), to protect the Consultant, those engaged by the Consultant in performance of the Services, Board employees and others, including the general public, likely to be at or near the work site;

(c) cease the Services or any part thereof if an authorized representative of the Board so requires orally or in writing on the grounds that there has been any violation of the OHSA or any of the regulations under it, and thereafter the Services or affected part thereof shall not resume until any such violation has been rectified;

(d) be responsible for any delay in the progress of the Services as a result of any violation of provincial or municipal Health and Safety requirements, it being understood that no such delay shall be a Force Majeure for the purposes of extending the time for performance of the Services or entitling the Consultant to additional compensation, and the Consultant shall take all necessary steps to avoid delay in the final completion of the Services without additional cost to the Board, which shall not be responsible for any additional expense or liability resulting from any such delay;

(e) monitor the compliance of the contractor with the OHSA through periodic inspections of the work site throughout the construction of the Wildlife Health Centre Public Viewing Gallery Project; and

(f) indemnify and hold harmless the Board from and against all liability resulting from any and all failures to meet the responsibilities referred to in this Section, including, without restricting the generality of the foregoing:

(i) any expenses incurred by the Board as a result of stoppage of the Services on account of failure by the Consultant to meet its obligations under and/or with respect to the OHSA; and

(ii) any fine(s) levied against the Board as a result of any breach of the responsibilities of the employer for the Wildlife Health Centre Public Viewing Gallery Project, to the extent attributable to the Consultant's failure to fulfil its obligations as described in this Section 10;

save and except and only to the extent that such liability is caused by the actions of the Board.
(2) Nothing in this Section 10 shall be taken as making the Board the "employer" (as described in Subsection (1) above) of any workers employed or engaged by the Consultant for the Services, either instead of or jointly with the Consultant.

11. ZOO POLICIES

In addition to the requirements of Section 10, the Consultant must adhere to all relevant Zoo policies, including, but not limited to, the Zoo Health and Safety Policy, the Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the CEO shall supply to the Consultant.

12. CONSTRUCTION LIEN ACT

(1) The Board shall retain an amount equal to the amount required to be held back pursuant to the Construction Lien Act, R.S.O. 1990, c. C.30, as amended from time to time, including any successor legislation and including any regulations thereunder in force from time to time (the "CLA") from each sum otherwise payable to the Consultant under the Agreement that is not a release of any monies so retained.

(2) Subject to Subsection (3) hereof, any holdbacks retained pursuant to Subsection (1) shall not be payable until the Forty-Sixth (46th) Day following the date upon which the last of the Services is/are supplied.

(3) Notwithstanding any provision of the Agreement,

(a) no sum shall be payable by the Board to the Consultant pursuant to the Agreement, if at the time such sum would otherwise be payable there is outstanding and unsatisfied any claim for lien which has been preserved pursuant to the CLA by any person (other than an architect or an employee or an architect) for goods and/or services provided directly or indirectly to the Consultant to enable performance of any part(s) of the Services or the Board has received a notice of lien; and

(b) where any sum which would otherwise be payable by the Board to the Consultant is not so payable because a claim for lien has been preserved pursuant to the CLA, or the Board has received notice of a lien, such sum shall be payable to the Consultant only at such time when all liens which may be claimed against that sum have expired or been satisfied, discharged or vacated by an order made pursuant to a payment into court in accordance with the CLA.

(4) Notwithstanding any provisions of the Agreement, the Consultant shall not be entitled to receive the second payment under the Agreement, or any payment subsequent thereto, including the payment of all holdback monies retained by the Board pursuant to the CLA, until it delivers to the CEO a Statutory Declaration, prior to each such payment, in the form prescribed by the CEO, that all accounts payable by the Consultant to non-employees to enable the performance of any part(s) of the Services supplied under the Agreement or under any subcontract have been paid in full up to the date of the said Statutory Declaration, except for holdback monies properly retained by the Consultant.
13. WARRANTIES

The Consultant warrants that the design of the Work and the materials to be specified for the construction thereof, all as described and set out in the contract drawings and specifications therefor, are fit for the purpose for which such design and materials are intended to be used.

14. NOTICE

Any demand or notice to be given pursuant to the Agreement shall be duly and properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such party as follows:

(a) in the case of the Board:

Board of Management of the Toronto Zoo
361A Old Finch Avenue
Scarborough, ON
M1B 5K7
Attention: Chief Executive Officer

(b) in the case of the Consultant:

CONSULTANT

Attention:

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

15. RECORDS

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.

16. ORDER OF PRECEDENCE

In the event of any conflict between any provisions of the Agreement, the RFP or the Proposal, the provisions of the Agreement shall take precedence, followed by those of the RFP and finally those of the Proposal.
17. SCHEDULES

The Schedules attached to the Agreement shall constitute an integral part of the Agreement and all expressions defined in the Agreement shall have the same meanings in such Schedules.

18. AGREEMENT IN WRITING

No verbal arrangement or agreement, relating to the Services will be considered unless it is in writing and signed by duly authorized representatives of the parties.

19. ENUREMENT

(1) The Agreement shall not be assigned by the Consultant without the prior written consent of the Board.

(2) The Agreement and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their successors and (where permitted) assigns, respectively.

(3) The obligations set out in Sections 3, 9, 10, and 13 of the Agreement shall continue to bind the Consultant notwithstanding the completion of all or part of the Services and payment therefor in accordance with the Agreement.

IN WITNESS WHEREOF the Board and the Consultant have hereunto affixed their respective corporate seals attested to by the hands of their proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED: )

BOARD OF MANAGEMENT OF THE TORONTO ZOO
per:

________________________________
c/s

__________________________________
CONSULTANT
per:

______________________________
Name
Title:

______________________________
Name:
Title: