



361A Old Finch Ave.
Toronto, ON M1B 5K7
www.torontozoo.com

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

Chair
Councillor Paul Ainslie

Chief Executive Officer
Dolf DeJong

Chief Operating Officer
Robin D. Hale

2019-02-06

**REQUEST FOR PROPOSAL
SITE SERVICES STUDY
(UTILITIES INFRASTRUCTURE CONDITION ASSESSMENT)
RFP # 04 (2019-02)**

You are invited to submit a written proposal to provide professional consulting services to carry out a site services study at the Toronto Zoo as outlined within the RFP. Services to include review of existing facility and services, review of drawings and reports, and interview with key Zoo staff. Assessment of the water, natural gas, high voltage, sanitary, and storm sewer, emergency phone system, and communication distribution systems. A detailed interim and final report on the existing condition of all site services, complete with a multi-year maintenance and refurbishment plan, will be required.

Site Inspection: A project site inspection for consultants will be held **Monday, 2019-02-11, at 0900 hours (9:00a.m.)**. Meet at the Administrative Support Centre, enter at Gate A, 361A Old Finch Avenue, west of Meadowvale Road, Toronto, Ontario, M1B 5K7.

Proposal: Provide **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, 2019-02-22, 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 at 416-392-6002 or bknoop@torontozoo.ca.

Yours truly,

Paul Whittam
Manager, Financial Services

PROPOSAL CONTENTS

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

Appendix	I	Fee Proposal Form
	II	Toronto Zoo Site Services Plans
	III	1999 Toronto Zoo Site Services Study

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 “**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 “**Successful Proponent**” means the same as “**Consultant**”

1.1.10 “Services” or “Work” means everything that is necessary to be performed, furnished delivered by the Consultant to meet the Consultant’s obligation under this Contract;

2.0 DESCRIPTION AND SCOPE OF PROJECT

2.1 The site services study shall be completed in 2019. The scope of work includes the following:

In general, the scope of work consists of a comprehensive site services assessment and Condition Survey of the water, gas, electrical including high voltage and communication/data services, emergency phone system, and storm/sanitary sewer systems on the site to determine the existing condition, deficiencies, and timelines for repair/replacement. A detailed interim and final report on the existing condition of all site services, complete with a multi-year maintenance and refurbishment plan, will be required.

The study will be broken down into 2 phases:

- a) Phase I; Services Audit
- b) Phase II; Development of Life Cycle Repair/Replacement and Maintenance Plan & Report

2.2 The objectives of the assessment will be to:

- 2.2.1 Identify deteriorated elements that should be rehabilitated or replaced.
- 2.2.2 Assess the systems’ ability to meet current demand requirements based on actual demand and industry recognized design criteria.
- 2.2.3 Identification of reserve capacity.
- 2.2.4 Estimate scope of upgrades, repairs or replacement likely to be required, to meet current or identified future requirements (Toronto Zoo Capital Master Plan), and codes and legislations. Identify timelines for each recommendation. A copy of the Master Plan is available for download at <http://www.torontozoo.com/ExploreTheZoo/Vision/?pg=Master>
- 2.2.5 Estimate timing and cost of repairs, upgrades or replacement identified.
- 2.2.6 Indicate approvals needed, if any, to proceed with contemplated work.
- 2.2.7 Review the Toronto Zoo 2016 Master Plan and develop an understanding of the future needs of the Zoo complex so that the Zoo can predict the funding necessary to maintain the services in an appropriate condition.
- 2.2.8 Locate all existing services using GIS and provide a drawing of all located services to the Toronto Zoo in .dwg format. Location data to be provided for service runs, valves, catch basins, manholes, and hand wells.
- 2.2.9 Create a report outlining the findings of the study. The Zoo will load this data into Asset Management Software which will continue to provide an accurate record of the state of the physical plant. The system will be used to predict the funding required to maintain desired conditions and will foster the creation of multi-year comprehensive capital implementation plans. Report is to be in an excel file, and in a format which can be easily imported into the Zoo’s software.

2.3 The Consultant will be required to:

- 2.3.1 Examine existing drawings, reports and verify by site visit and discussion with Zoo staff.

- 2.3.2 Review the latest edition of all relevant guidelines and standards including, but not limited to the Occupational Health & Safety Act, Ontario Building Code, National Building Code, City of Toronto Green Roofs Strategy and the Toronto Green Development Standards.
 - 2.3.3 Consultant to contact utility service providers (Toronto Hydro, Toronto Public Utilities, and Enbridge Gas) to obtain their input and any relevant information related to the systems as is required to undertake and fulfill the requirements of the study.
 - 2.3.4 Provide detailed and summary recommendations related to the need for repair or upgrade and anticipated cost implications.
- 2.4 Consultants will conduct interviews with key Zoo resource staff to gain an understanding of users service requirements and current facility related matters.
- 2.5 The Consultant Team proposals must include examples of this expertise and successful completion of similar projects in scale and content.
- 2.6 It is anticipated that the successful firm will have at least the following disciplines in order to undertake this project: architectural, mechanical engineering, and electrical engineering.
- 2.7 Water Distribution System
- 2.7.1 Review the size, capacity, and pressure of the water distribution system at the Zoo.
 - 2.7.2 Review all records of actual usage.
 - 2.7.3 Assess the adequacy of the existing system to meet current demand requirements including hydrant and sprinkler system needs.
 - 2.7.4 Review the size and capacity of the existing service and its ability to accommodate future building additions/expansions, equipment changes, and/or additional demand requirements.
 - 2.7.5 The Toronto Zoo will arrange for inspection and testing (as required) to determine the condition of the water distribution system.
- 2.8 Gas Services
- 2.8.1 Review the size and capacity of the Natural Gas delivery system at the Zoo.
 - 2.8.2 Review all records of actual usage including peak demand times.
 - 2.8.3 Review gas appliance inventory and design demand requirements.
 - 2.8.4 Assess the adequacy of the existing gas service to meet the demand requirements of the Zoo based upon:
 - a) Actual (Historical) usage
 - b) Design demand
 - 2.8.5 Review the size and capacity of the existing service and its ability to accommodate building expansions, equipment changes and/or additional buildings.
 - 2.8.6 The Toronto Zoo will arrange for inspection and testing (as required) to determine the condition of the gas distribution system.
- 2.9 Hydro Service
- 2.9.1 Review the existing high voltage distribution systems at the Zoo.
 - 2.9.2 Review maintenance reports and records regarding the high voltage equipment.
 - 2.9.3 Assess the adequacy of the existing system to meet current and future demand requirements.

2.9.4 The Toronto Zoo will arrange for inspection and testing, as required, to determine the condition of the buried high voltage distribution lines.

2.10 Sanitary and Storm Sewer

2.10.1 Review the size and capacity of the sanitary and storm distribution systems at the Zoo.

2.10.2 Assess the adequacy of the existing systems to meet current demand requirements.

2.10.3 Review the size and capacity of the existing systems to accommodate building expansions, and/or additional buildings.

2.10.4 The Toronto Zoo will arrange for inspection and testing (as required) to determine the conditions of the underground piping.

2.11 Communications System

2.11.1 Review the existing internal telephone distribution system at the Zoo.

2.11.2 Assess the adequacy of the existing system to meet current and future requirements.

2.11.3 The Toronto Zoo will arrange inspection and testing (as required) to determine the condition of the communications system.

2.12 Emergency Phone System

2.12.1 Review the existing internal emergency (red) telephone system at the Zoo.

2.12.2 Assess the adequacy of the existing system to meet current and future requirements.

2.12.3 The Toronto Zoo will arrange for inspection and testing (as required) to determine the condition of the emergency phone system.

2.13 Assessment Recommendations

2.13.1 Report to review and evaluate the condition and capacity of each of the systems to meet current demands.

2.13.2 Report to review and evaluate the capacity of each of the systems to meet future requirements.

2.13.3 Report to identify the existing condition and the scope of repairs or upgrades which are likely to be required to meet items 2.13.1 and/or 2.13.2 above.

2.13.4 Report to identify budget estimates to carry out repairs, refurbishments or upgrades for each system.

2.13.5 Report to identify timeline for repairs/replacements identified.

2.14 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.

2.15 Upon successful selection of consultant, 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

Objectives

In general the objectives of the proposed project are the following:

- a. Provide an assessment of the existing deferred maintenance and deficiencies. For every deficiency identified in the survey report, devise one or more method of correction.
 - b. For every correction project a preliminary budget, a prioritized schedule for the work and an estimate budget using the RSMeans data indexed for Toronto or equivalents in 2019 \$'s.
 - c. Rank and Prioritize all deficient conditions, associated correction projects and information concerning systems and deficiency.
 - d. Provide digital photograph documentation of individual items and each identified deficiency that is linked to the system.
 - e. Locate each recommendation, locate the item using GIS.
 - f. Establish a component depreciation analysis to forecast renewal investment rates required to maintain facilities over time.
- 3.1 Deficiency Priorities: Each correction project identified in the field audit shall be prioritized in the following manner:
- 3.1.1 Priority 1 Currently Critical (Immediate)
Conditions in this category require immediate action to:
 - a. correct a cited safety hazard
 - b. stop accelerated deterioration
 - c. return a system to operation
 - 3.1.2 Priority 2 Potentially Critical (Year One)
Conditions in this category, if not corrected expeditiously, will become critical within a year. Situations within this category include:
 - a. intermittent operations
 - b. rapid deterioration
 - c. potential life safety hazards
 - 3.1.3 Priority 3 Necessary – Not Yet Critical (Years 2 –5)
Conditions in this category require appropriate attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.
 - 3.1.4 Priority 4 Recommended (Year 6-10)
Conditions in this category include items that represent a sensible improvement to existing conditions. These are not required for the most basic function of the system; however, Priority 4 projects will improve overall usability and/or reduce long-term maintenance costs.
 - 3.1.5 Priority 5 Does Not Meet Current Codes/Standards – “Grandfathered”
Conditions in this category include items that do not conform to existing codes, but are “grandfathered” in their condition. No action is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction.
- 3.2 Deficiency Categories: Each correction project identified shall be assigned one of the following categories:
- Life-safety Code Compliance

- Building Code Compliance
- System Integrity
- Functionality
- Energy
- Environmental:
 - ACBM (asbestos containing building materials)
 - PCBs
 - Lead-based paints
 - CFCs
 - Water Quality

3.3 Proposed Recommendations

- 3.3.1 Report to review and evaluate the conditions of all major components.
- 3.3.2 Report to include budget estimates on the basis of expected repair or replacement costs and life expectancies of the common elements.
- 3.3.3 Recommend improvements that are likely to minimize deterioration or increase the life expectancy of existing elements.
- 3.3.4 Identify those common elements likely to deteriorate and require repair or replacement.
- 3.3.5 Estimate the scope of repairs or replacement that is likely to be required.
- 3.3.6 To estimate the times repair phasing when repairs or replacement will be necessary and the life expectancies following the repairs of the existing facility.
- 3.3.7 Estimate budgets to carry out the repairs or replacement of all the common elements and life expectancies.
- 3.3.8 Report to include 20-year capital and maintenance plan and preventative measures.

3.4 Administrative

- 3.4.1 Consultant to attend and take minutes at all Study meetings, other site, facility and program reviews, and special meetings as required throughout the duration of the Study.
- 3.4.2 Consultant to co-ordinate and liaise with all sub-consultants and others as necessary making sure all relevant issues have been raised and concluded.
- 3.4.3 Preparation of all planning documents, maps, drawings, and other final products for the Services as necessary.
- 3.4.4 The Consultant is to work within their cost identified in the bid forms on this RFP and be responsible for all work necessary to ensure conformance to budget, which includes the cost of consultant fees, design and final report documents, disbursements, etc.

- 3.4.5 Where there is a change to the scope of the Services, the Consultant will provide an estimate of the costs of the changed items for approval prior to undertaking the additional work.
- 3.4.6 Consultant is responsible for the preparation of detailed interim and then final Assessment of Toronto Zoo site services.
- 3.4.7 Recommendations to incorporate energy efficiency, sustainability and “Green Technology”.
- 3.4.8 Report to reflect/incorporate Capital/Operating Project plans into report recommendation.
- 3.4.9 Audit Report to include an Executive Summary complete with a tabular financial summary, and separate detailed sections for each system.
- 3.4.10 Provide five (5) copies of the report in draft for review and comment by the Toronto Zoo.
- 3.4.11 Provide five (5) copies of the final report to the Toronto Zoo. One original copy will be in a 3-ring binder, while the other four are to be bound and one (1) electronic copy (Microsoft Word or PDF) on a CD or flash drive.
- 3.4.12 Direct assistance and liaison of Consultant with Zoo Facilities & Services staff. The Consultant will liaise with Zoo staff throughout the Audit regarding Audit methodology, site access, and to review and finalize the Audit reports and recommendations.
- 3.4.13 Consultant to prepare an inspection plan and schedule for each location and submit to the Zoo for approval prior to commencing the site investigation work.

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 Chief Operating Officer or representative must be maintained through the Project and included in the Fee Proposal.
- 4.2 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.
- 4.3 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.
- 4.4 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 Operating Officer, Toronto Zoo, shall supply to the Consultant.

5.0 PROPONENT 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 (i.e. the prime Consultant); 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 required by Consultant.
- 5.5 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.
- 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-consultants 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.
- 5.12 The Proponent should submit a Submission in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted.
- 5.13 Please do not use any plastic or vinyl binders or folders. The Toronto Zoo prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Proposal, they should be fully 100% recycled stock.
- 5.14 The Toronto Zoo seeks and prefers submissions on 100% Post Consumer Fibre (PCF) paper, consistent with the Toronto Zoo's environmental practices. All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) where possible.

6.0 PROPONENT FEE PROPOSAL

6.1 On the Fee Proposal Form (Appendix I), provide an upset fee limit for the Site Services Study, inclusive of disbursements, plus GST broken out for each Project phase, as follows:

- Site Inspection / Assessment
- Interim Report;
- Final Report;
- 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.

6.2 Provide hourly rates for other services which may be requested during completion of the assessment.

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 Consultant 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. Consultant 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 45 days following completion of work.

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

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:

Evaluation Criteria	Points
Depth and breadth of the Project team’s relevant qualifications and experience with similar scale and type of assessments	25
Depth and breadth of the project team Lead’s relevant qualifications and experience	20
Commitment to complete work according to schedule of events in section 8.0 within the RFP	10
Availability of team members during entire site services study	10
Understanding of project scope of work	10
Details on the general approach and methodology that proponent would take in performing the services outlined within the RFP	10
Fee Proposal	15

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:

Evaluation	Score
Step 1 – Initial Review of Submitted Proposals	Prerequisite
Step 2 – Evaluation of Submitted Proposals	Maximum 100
Step 3 – Evaluation of Presentations (If Required)	(Maximum 50 If Required)

Total maximum score excluding Presentation	100
Total maximum score including Presentation	150

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

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 Site Services Study process. The final schedule will be developed jointly with the successful proponent in the first week of project execution:

Pre-Award	
Release of RFP	2019-02-06
Site Inspection	2019-02-11
Proponents' Question Deadline	2019-02-15
Submission Due	2019-02-22
Interviews, if necessary	Week of 2019-02-25
Notification of Award By the Toronto Zoo	2019-03-01
Post-Award	
Commencement of Work	2019-03-04
Interim Report @50% Due	2019-05-20
Draft Final Report Due	2019-06-03
Final Report Due	2019-06-21

The RFP process and project will be governed according to the above schedule or other schedule provided by the Consultant 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 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 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 Consultant 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 acknowledge and agree 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 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*.

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 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.

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.

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

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

NOTICE OF NO BID

INSTRUCTIONS:

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

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

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

Proponent Name				
	FEES	DISBURSEMENTS	HST	TOTAL
Site Inspection / Assessment				
Interim Report				
Final Report				
TOTAL COSTS				

Number of site visits allowed for during the Site Inspection/Assessment phase: _____

Price of additional site visits: _____/per visit