

2022-0216

**REQUEST FOR PROPOSAL  
DESIGN, INTERPRETIVE, FABRICATION AND INSTALLATION  
SERVICES – GRAPHIC & INTERPRETIVE FOR  
ONTARIO BAT CONSERVATION DISPLAY  
RFP #07 (2022-02)**

You are invited to submit a written proposal to provide Design, Fabrication and Installation Services for the proposed graphics and interpretives for the new Ontario bat conservation display.

**Project Briefing:** A site meeting has not been scheduled for this project.

**Due Date:**                    **Thursday, 2022-03-03 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](mailto:pvasilopoulos@torontozoo.ca).

Yours truly,

Alia Lee  
Director, Finance & Technology

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## 1.0 GENERAL TERMS

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

1.1.1 **“Board”** means the Board of Management of the Toronto Zoo;

1.1.2 **“CEO”** means the Chief Executive Officer of the Toronto Zoo;

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

1.1.4 **“Contract”** means acceptance by the Toronto Zoo (by way of written acknowledgement, Agreement, Contract or Purchase Order) to furnish Services for money or other considerations;

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

1.1.6 **“Proponent”** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;

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

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

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

## 2.0 DESCRIPTION AND SCOPE OF PROJECT

### **ONTARIO BAT CONSERVATION DISPLAY - Interpretives**

#### 2.1 **Background**

The Toronto Zoo is currently engaged in field conservation activities in support of Ontario bat species at risk and is seeking to construct a technologically-advanced and interactive interpretive display to draw awareness to the threats faced by bats and the steps the Zoo is taking to support bats in the wild. The Toronto Zoo is interested in hiring an experienced contractor to design, fabricate and install a dynamic interpretive display in the Zoo's front entrance or an alternative heavily-trafficked area.

#### 2.2 **Purpose of the Ontario bat conservation display:**

- To inform guests about the general biology and natural history of bats
- Combat negative portrayals of bats as being scary or dangerous.
- Incorporate First Nations story-telling about bats.
- Emphasise existing threats to bat species at risk in Ontario.
- Highlight the conservation work being done by the Zoo's Native Bat Conservation Program.
- Call the guests to action by telling them how they can help protect bats in Ontario.
- Audiences would include:
  - General public/guests
  - Zoo Members
  - School groups
  - College/University students
  - Zoo Camp groups
  - Corporate groups

#### 2.3 **Concept**

Ontario has eight species of bat, which are more widespread than most people would imagine. They use many habitats, including forests, trees, caves, human structures, and even urban areas. They are all insectivores, feeding on a wide range of invertebrate prey. Unfortunately, bats in Ontario are also endangered due to variety of threats, including white-nose syndrome, habitat loss, and climate change.

The Toronto Zoo is helping bats in Ontario. The Zoo's Native Bat Conservation Program uses methods such as acoustic monitoring, tagging, and radio-telemetry to study bats. We often survey areas where bats have never previously been surveyed, and each observation helps to fill in the map – the more we fill in the map, the more we can understand where bats are and what they need to survive. However, this work largely exists currently as part of the "hidden zoo". When completed, the Ontario bat conservation display will inform Zoo guests of the threats facing bats, why it matters, and our efforts to protect them. A state-of-the-art and technologically-advanced interpretive display will be used to engage guests in a heavily-trafficked area. With the anticipated heavy flow of traffic through this space the interpretives need to be not just novel and alluring, but durable and viewable by multiple people at one 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 educational and interpretive elements for the Ontario bat conservation display.

The Successful Proponent is to provide specialists in theming and interpretive design and use state of the art delivery methods and technology. The Toronto Zoo staff have already defined an overarching theme for the space. The Successful Proponent shall work collaboratively with a core group of Toronto Zoo staff to incorporate these items into graphics and interpretives.

We want guests to understand *Toronto Zoo's mission of connecting people, animals and conservation science to fight extinction*. Through a variety of displays, technology, and interpretive signage we want ALL guests to get a better understanding of the challenges facing bats in the wild, what the Toronto Zoo is doing to save and protect them, and what the visitor can do to help.

All of this may be achieved through a combination of static and dynamic elements. Dynamic elements should include novel and advanced digital methods. Interactive components are encouraged. With the anticipated heavy flow of traffic through this space all display elements need to be durable and viewable by multiple people at one time.

### **Design Services**

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

- Design planning
- Creation of an interpretive plan and copy in collaboration with the Toronto Zoo  
Provide expertise regarding visitor experience and recommend enhancements to the visitor experience
- Performance specifications and engineering
- 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 (models, interactive, walls, special exhibits, etc.)
- Graphic Design and Specification
- Graphic artwork (production ready files)
- Interactive design and specification
- Media/AV hardware design and specification (to be priced separately)
- Design project management
- Cost estimating and control
- Preparation of all design drawings and packages (floor plans, elevations, renderings, perspectives, specifications, details, etc.)
- Computer generated renderings of displays
- 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 and sampling and schedule their development

- Scheduling
- Presentations
- Attendance at meetings
- Oversee commissioning and hand-over process

### **Fabrication and Installation**

The Contractor will be responsible for fabrication and production of the exhibition as prepared by the design team and approved by the Toronto Zoo (Modular design is encouraged as the final location might not be available at the time of initial installation – The cost for disassembly, relocation, and reassembly of the display should be accounted for. The final location will be indoors). This task 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 of 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. Hardware specification and selection will be coordinated in consultation with the Toronto Zoo's Technology Branch in order to ensure integration with existing systems and preferred hardware. (Provide separate pricing for media equipment)
- Creation of an interpretive plan and copy in collaboration with the Toronto Zoo
- 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.
- Production, fabrication and installation of sculptures and 3-D features.
- 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 The total cost for the project is limited to \$250,000 CDN, which includes design fees, fabrication, installation and contingency.**

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

- a) Examine existing drawings
- b) Review the latest edition of relevant guidelines and standards including the Occupational Health & Safety Act and Ontario Electrical Code.

c) Visit the site and evaluate installation location display.

2.5.2 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.

2.5.3 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.

2.5.4 Upon selection of the Successful Proponent, design work is expected to be undertaken immediately and proceed as fast as possible to meet the completion dates identified in Section 8.

### **3.0 CONSULTANT SERVICES DELIVERABLES TO BE PROVIDED**

3.1 Regular meetings with Zoo staff to finalize program requirements, design, develop working drawings, 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. Successful Proponent to provide a cost estimate for each component of the work proposed.

3.3 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.

3.4 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.

3.5 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.

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

3.7 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.

- 3.8 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.
- 3.9 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 **2 site visits** to be included as part of this proposal. Successful Proponent is to provide unit pricing for additional site visits.
- 3.10 Successful Proponent to ensure arrangement of construction work to be undertaken through liaison with Zoo staff.
- 3.11 Successful Proponent to review and approve shop drawings for all aspects of the work as necessary during construction.
- 3.12 Successful Proponent to prepare weekly progress reports, verifying work in place and schedule of completion.
- 3.13 Successful Proponent to prepare and recommend change orders and payment certificates for approval by the Zoo. **(NA for this project)**
- 3.14 Successful Proponent to certify Substantial Performance and Completion.
- 3.15 Successful Proponent to perform commissioning services for all systems to confirm they are operating as designed.
- 3.16 Successful Proponent to ensure all close-out documentation is provided including as-built drawings, maintenance manuals and warranty information.
- 3.17 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.
- 3.18 Direct assistance and liaison of Successful Proponent with Zoo Facilities & Services branch regarding planning, design, construction, organization and scheduling.
- 3.19 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.
- 3.20 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.
- 3.21 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 Consultant hereby agrees that the Consultant will keep harmless and fully indemnify the Board, the City of Toronto, the Toronto and Region Conservation Authority, their employees, officers and agents against all actions and claims against all loss, liability, judgments, costs, demands or expenses which they or any of them may sustain as a result of the negligent or intentional acts or omissions of the Consultant, its agents, servants, employees or sub consultants or any of them, in the performance of the Services, save and except and only to the extent that any such loss, liability, judgments, costs, demands or expenses are caused by the Board or those for whom at law it is responsible.
- 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 Executive Officer.
- 4.4 The Consultant shall, as applicable, conform to and enforce strict compliance with the Occupational Health and Safety Act and for purposes of the Act be designated as the "constructor" for the Service.
- 4.5 The Consultant must adhere to all relevant Zoo policies, including, but not limited to, the Contractor Safety Policy, Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the Chief Executive Officer, Toronto Zoo, shall supply to the Consultant.

#### 5.0 PROPONENT SUBMISSION REQUIREMENTS

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

[purchasing@torontozoo.ca](mailto:purchasing@torontozoo.ca)

and note the following:

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

- d) A Bid will only be considered to be submitted once it has been received by the Toronto Zoo. The time of such receipt is reflected by the time received stamped by the Toronto Zoo's email application.

Proposal 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.

## **6.0 PROPONENT FEE PROPOSAL**

- 6.1 On the Fee Proposal Form (Appendix I), provide an upset fee limit for the project, inclusive of disbursements, plus GST broken out for each Project phase, as follows:
  - Design – to include analysis and final specifications and drawings
  - Fabrication

- Installation
- 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 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:

<b>Evaluation Criteria</b>	<b>Points</b>
Depth and breadth of the Project team’s relevant qualifications and experience with similar scale and type of projects	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 project	10
Understanding of project scope of work	10
Details on the general approach and methodology that proponent would take in performing the services outlined within the RFP	10
Fee Proposal	15

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

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:

<b>Evaluation</b>	<b>Score</b>
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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)
<b>Total maximum score excluding Presentation</b>	<b>100</b>
<b>Total maximum score including Presentation</b>	<b>150</b>

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 NEGOTIATIONS AND AWARD**

8.1 The successful Proponent shall be retained through the issuance of a Purchase Order or a formal agreement in a form prescribed by the Toronto Zoo, which shall include the terms and conditions of this Request for Proposal.

8.2 The award of any Agreement will be at the absolute discretion of the Toronto Zoo. The selection of the Preferred Proponent will not oblige the Toronto Zoo to negotiate or execute an Agreement with that Preferred Proponent.

8.3 The Toronto Zoo shall have the right to negotiate on such matter(s) as it chooses with the Preferred Proponent without obligation to communicate, negotiate or review similar modifications with other Proponents. The Toronto Zoo shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

8.4 During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and the Board may be settled and the issues concerning implementation may be clarified.

8.5 If any Agreement cannot be negotiated within thirty (30) business days of notification to the Preferred Proponent, the Toronto Zoo may, at its sole discretion, choose to continue negotiations for a period of time, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

**9.0 SCHEDULE OF EVENTS**

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

<b>Pre-Award</b>	
Release of RFP	<b>2022-02-16</b>
Proponents' Question Deadline	<b>2021-02-22</b>
Submission Due	<b>2021-03-03</b>
Interviews, if necessary	<b>Week of 2022-03-07</b>

Notification of Award By the Toronto Zoo	<b>Week of 2022-03-07</b>
<b>Post-Award</b>	
Preliminary Draft Design Due	<b>2022-05-31</b>
Final Design Due	<b>2022-06-30</b>
Completion of Installation	<b>2022-10-31</b>

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

## 10.0 PROPOSAL TERMS AND PROVISIONS

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

### 10.1 Consultant's Liability and Indemnity

The Consultant will from time to time at all times hereafter well and truly save, defend and keep harmless and fully indemnify the Board, the City of Toronto, and the Toronto and Region Conservation Authority and each of their officers, employees and agents (hereinafter called the "Toronto Indemnities") of, from and against all manner of action, suits, claims, executions and demands which may be brought against or made upon the Toronto Indemnities or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred or paid by the Toronto Indemnities, their officers, employees and agents or any of them by reason of or on account of or in consequence of the execution of this agreement or provision of the business or any other work or matter to be carried out or performed by the Proponent with respect to the Request for Proposal or any agreement that may result from the request for proposal process, and/or the non-execution or imperfect or improper execution thereof and will pay to the Toronto Indemnities on demand any loss, costs, damages and expenses which may be sustained, incurred or paid by the Toronto Indemnities or any of them in consequence of any such action, suit, claim, lien, execution or demand and any monies paid or payable by the Toronto Indemnities or any of them in settlement or discharge on account thereof.

The Consultant shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by his or her employees, or resulting from the prosecution of the Work, or any of their operations, or caused by reason of the existence of location or condition of the works, or of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees to do or perform any or all of the several acts or things required to be done by him or them under and by these General Conditions, and covenants and agrees to hold the Board, the Toronto and Region Conservation Authority and the City of Toronto, their officers, agents, employees, Consultants and invitees harmless and indemnified for all such damages and claims for damage; and in case of the Consultant's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Work, the CEO may, either with or without notice (except where in these Contract Requirements, notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such material, plant trucks and men, and do such work or things as he/she may deem advisable toward carrying out and enforcing the same and any such action by the CEO as he is herein empowered to take, shall not in any way relieve the Consultant or his/her surety from any liability under the Contract.

### 10.2 Incurred costs

The Proponent shall bear all costs and expenses with respect to the preparation and submission of its Proposal and the Proponent's participation in the proposal process (the "Proposal Costs"), including but not limited to: all information gathering processes, interviews, preparing responses to questions or requests for clarification from the Board and contract discussions and negotiations.

The Toronto Zoo shall not be responsible for or liable to pay any Proposal Costs of any Proponent regardless of the conduct or outcome of the Proposal Request, Purchase Order process, or Contract process.

10.3 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.

#### 10.4 **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.

#### 10.5 **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.

## 10.6 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.

## 10.7 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:

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

## 10.8 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 agrees that the Toronto Zoo has exclusive ownership and sole and unfettered use of this final product and related products.

## 10.9 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:

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

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

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

#### **10.10 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.

#### **10.11 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.

#### **10.12 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

**11.0 PROPOSAL FORM**

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

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

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

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

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

<b>COMPANY INFORMATION</b>	
Company Name:	
Name of authorized Signing Officer	Title:
Signature:	Date:
I have the authority to bind the Corporation	
Contact Name:	Title:
Address:	
Telephone #:	Fax #:
Email:	Web Site:
HST #:	

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

**NOTICE OF NO BID**

**INSTRUCTIONS:**

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

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

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

Other reasons or additional comments (please explain):

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

**APPENDIX I - FEE PROPOSAL FORM**

<b>Proponent Name:</b>				
	<b>FEES</b>	<b>DISBURSEMENTS</b>	<b>HST</b>	<b>TOTAL</b>
Design				
Fabrication				
Installation				
<b>TOTAL COSTS</b>				

**Supplementary Item Price Schedule**

The following are prices for additional Work that may be required as part of the Contract. Such Work and amounts are NOT to be carried forward and therefore are not included in the Total Bid Amount. If used in this Contract as directed by the Contract Administrator, any items included in this Supplementary Unit Price Schedule shall be paid on an as required basis and shall be paid under a change work order.

The Consultant agrees that they are not entitled to any payment under any of these items except for additional Work carried out by the Consultant in accordance with the Contract and as directed by the Contract Administrator.

ITEM NO#	DESCRIPTION OF ITEM	UOM	UNIT PRICE *
1	Project Manager	HOUR	
2	Project Lead	HOUR	
4	Other- Specify	HOUR	

**SEPARATE PRICING FOR A/V HARDWARE EQUIPMENT** (Include separate list if applicable)

DESCRIPTION & PRODUCT #	MANUFACTURER	PRICE	HST	TOTAL
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

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**DESIGN INTERPRETIVE, FABRICATION AND INSTALLATION SERVICES****ONTARIO BAT CONSERVATION DISPLAY**

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	\$	\$	\$
	\$	\$	\$
TOTAL COSTS	\$	\$	\$

**APPENDIX II – LIST OF SUB-CONTRACTOR**

The Bidder proposes to sublet the following portions of the Work to the persons firms or corporations indicated. List only one Subcontractor name for each Type of Work category The Bidder is responsible for all pricing with all subcontractors.

The Bidder submits that in proposing the under mentioned subcontractors, the Bidder has consulted each and have ascertained to our completed satisfaction that those names are fully acquainted with the extent and nature of the work and that they will execute their work with the requirements of the contract documents. The employment of Subcontractors other than those listed below will not be permitted without prior authorization from the Town.

The use of “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording is not acceptable and may result in the rejection of your Bid.

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their **“OWN FORCES”**.

Description	Subcontractor #1	Subcontractor #2	Subcontractor #3	Subcontractor #4	Subcontractor #5
Name of Subcontractor					
Discipline/Type of Work					
Contact Person Name					
Contact Person Number					
Contact Person email					

<b>1.0 Name of Bidder:</b>	
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**APPENDIX III - REFERENCES**

Bidders are required to provide at least three references listing Contracts similar to the project described in the Bid

Document and undertaken and/or completed within the past five (5) years. The Toronto Zoo reserves the right to check additional references and sources to those supplied by the Bidder.

**Company Profile**

Category	Description	Specify *
Legal Structure	Year Company Established	
Legal Structure	Joint Venture Corporation Partnership Registered Sole Proprietor or Other	
Key Personnel	Names and Titles of Officers Partners Principal	
Key Personnel	Name and title of key project personnel (e.g. Project Manager Superintendent Foreman etc.)	

**References**

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

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

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

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

#### **APPENDIX IV – ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)**

The Toronto Zoo supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA), 2005 and is committed to providing equal treatment and equitable benefits of Toronto Zoo services, programs and facilities in a manner that respects the dignity and independence of people with disabilities.

Accessibility for Ontarians with Disabilities Act (AODA) Requirements: "Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005, the contractor, i.e. successful bidder/proponent, shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. This training will take approximately twenty minutes and is available on-line at <http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>

The contractor, i.e. successful bidder/ proponent where requested by the Toronto Zoo shall provide written proof that all employees, agents, volunteers, or others for whom it is at law responsible have been trained as required under the act as well as any documentation regarding training policies, practices and procedures."

**APPENDIX V - COVID-19 Proof of Vaccination Requirements**

All business visitors, contractors, sub-contractors, service providers, consultants, deliverers and vendors, any of whom may require access to our Zoo property, must be fully vaccinated with a COVID-19 vaccine. This requirement shall be in addition to any other division-specific policies regarding COVID-19 vaccination or under regulations, legislation or guidelines applicable to them.

I acknowledge and confirm that I shall comply with the above direction, including providing proof of vaccine status as required by the Toronto Zoo.

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Name:

Title:

I have authority to bind the Business Partner.