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2022-08-23

REQUEST FOR PROPOSALS

RFP 47 (2022-08)

SERVICES FOR CONDUCTING
A
DESIGNATED SUBSTANCE SURVEY (DSS)

Proposals are invited from qualified consultants for the purpose of conducting a Designated Substance Survey (DSS) and delivering a final report detailing the results of this assessment.

The Proposal package includes Instructions, Background, Project Description, Proposal requirements, and Forms. Quoted prices shall remain in effect for a period of ninety (90) days from the Proposal due date.

Due Date: **Thursday, 2022-09-08** at **1200 hours (noon) local time**

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 an action to be in its interests.

For any questions concerning the contract terms and conditions of this RFP, please contact, Francesca Pinochi, Supervisor, Procurement - PMO, at fpinochi@torontozoo.ca.

Deadline for written questions is Tuesday, 2022-08-30.

Yours truly,

Francesca Pinochi
Supervisor, Procurement – Project Management Office (PMO)

Table of Contents

SECTION	SECTION DESCRIPTION	PAGE
RFP LETTER	Invitation Letter	1
T.O.C.	Table of Contents	2
Instructions	Instructions	3
1.0	Definitions	5
2.0	Background and Project Scope	6
3.0	Project Description	6
4.0	Services and Deliverables	6
5.0	Schedule of Events	9
6.0	Fee proposal (Schedule of Prices)	9
7.0	Proposal Submission Format	10
8.0	Proposal Evaluation Criteria	11
9.0	Proposal Terms & Provisions	14
10.0	Proposal Form	19
	Notice of No Bid	20
	Submission Label	21
Appendix A	Schedule of Prices	22
Appendix B	List of Sub-Contractors	24
Appendix C	References	25
Appendix D	Accessibility for Ontarians with Disabilities (AODA)	27
Appendix E	COVID-19 Proof of Vaccination Requirements	28
Appendix F	a. Building Inventory List b. Site Map & Building Numbers	

INSTRUCTIONS

1. Review and complete the RFP requirements and enclosed FORMS and return by due date and time, **Thursday, 2022-09-08, at 1200 hours (noon) local time**.

2. **Submission** – Temporary process - In view of the current situation with COVID 19 and to limit personal interaction, on a temporary basis, submissions for this Request for Proposals can be submitted electronically by email in a PDF file, prior to the submission deadline to the following email address

   bids@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 that 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 several 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.

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

3. The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal must sign the proposal.

4. All copies of all pages of the Proposal should be printed in duplex (i.e., on both sides of the pages) where possible in 11-point font.

5. All proposals will be irrevocable for a period of ninety (90) days from the date of the proposal deadline.

6. Pricing should be in Canadian dollars.

7. Quote discounts or quantity price breaks separately on FORMS.

8. Provide references of at least three (3) clients for whom your company has performed similar work. References must include client company name, contact name, mailing address, and e-mail address.

   Toronto Zoo, in its sole discretion, may confirm the Proponent's experience and or ability described in its Proposal by checking the Proponent's references. The provision of the references by the Proponent is deemed to be consent to such confirmation contact with the references.

Toronto Zoo reserves the right to revisit the Proponent's scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent's answers to the rated requirements and the results of the reference checks.

9. For any questions concerning the contract terms and conditions of this RFP, please contact, Francesca Pinochi, Supervisor, Procurement – PMO at fpinochi@torontozoo.ca.

1.0 DEFINITIONS

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

1.1.1 "**Board**" means the Board of Management of the Toronto Zoo;

1.1.2 "**Consultant**" means the person, partnership or corporation contracting with the Board to provide the required Services;

1.1.3 "**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;

1.1.4 "**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;

1.1.5 "**Preferred Respondent**" means the respondent deemed by the Board of Management of the Toronto Zoo to have the highest ranked assessment of its response according to the process set out herein;

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

1.1.7 "**Proponent**" means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposals;

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

1.1.9 "**Request for Proposals**" and "**RFP**" means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;

1.1.10 "**Services**" or "**Work**" means everything that is necessary to be performed, furnished delivered by the Consultant to meet the Consultant's obligation under this Contract; and

1.1.11 "**Selection Committee**" means a committee of designated Toronto Zoo staff created to oversee the project.

2.0 BACKGROUND AND PROJECT SCOPE

The Toronto Zoo opened August 15, 1974. Home to more than 4,000 animals and 300 exhibits representing the world's biomes, the Zoo is situated on over 500 acres of land in the picturesque Rouge Valley. The Zoo attracts approximately 1.3 million visitors annually.

The Toronto Zoo's mission is to connect people, animals, and conservation science to fight extinction and our vision is a world where wildlife and wild spaces thrive. An iconic tourist attraction and Conservation organization, the Toronto Zoo boasts a number of leading programs for helping wildlife and their natural habitats – from species reintroduction to reproductive research. A world-class educational centre for people of all ages, the Toronto Zoo is accredited by Canada's Accredited Zoos and Aquariums (CAZA) and the Association of Zoos and Aquariums (AZA). The Zoo has also achieved the Canadian Council on Animal Care (CCAC) Certificate of Good Animal Practice® and is inspected by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA).

The Toronto Zoo has changed considerably and continues to evolve as we move forward with a new organizational structure, a new Master Plan and creation of a Conservation Campus – we continue to be fluid and creative in ensuring we meet the changing needs our guests, members, and our diverse community. Today, there is great emphasis on wildlife conservation and scientific research, and the public programs and offerings have changed to satisfy the higher expectations of the public, including interactive exhibits, face to face encounters, enhanced educational content, virtual offerings, tours and content, facility designs that improve animal enrichment, reproduction capability, sustainability and support external conservation activities

The objective of this project is to conduct a Designated Substance Survey of all the buildings and structures as listed in the Zoo Building Inventory list in order to assess for hazardous building materials and to provide a comprehensive report detailing the results with recommendations.

Upon successful selection of the consultant, the assessment is expected to be undertaken immediately and proceed as fast as possible. See Section 5.0 Schedule of Events for the detailed schedule requirements.

3.0 PROJECT DESCRIPTION

The purpose of this RFP is to retain a qualified consulting team, specializing in Designated Substance Surveys, to assess for hazardous building materials, in all the buildings and structures as listed in the Zoo Building Inventory list and to provide a comprehensive report, detailing the results with recommendations.

The is included with this RFP:

- As-built drawings where available; and
- Zoo Building Inventory list.

The existing building condition audit reports will be made available to the successful proponent upon award of the Contract.

4.0 SERVICES AND DELIVERABLES

The successful proponent will be required to provide, for the Toronto Zoo, all services, and deliverables necessary to complete a Designated Substance Survey of all the buildings and structures as identified in the Zoo Building inventory list. The successful proponent will be responsible for delivering the following:

- Provide an updated schedule of work for review along with schedule updates as required throughout the life of the Project.
- Brief weekly status updates regarding work progress to schedule and issues or problems encountered. Format to be agreed upon between Zoo and Consultant.
- 50% status meeting, with recorded minutes, at 50% of schedule to review work progress date, issues or problems and any projected schedule changes.
- Two reports: a draft and a comprehensive final report which includes:
  - an executive summary;
  - the locations where each designated substance has been identified;
  - the substance type and name;
  - possible health risks to people or animals;
  - probability of exposure based upon the found conditions;
  - a recommendation towards next steps;
  - an estimated cost of remediation if remediation is required or recommended; and
  - sufficient detail to allow for the preparation of specifications for removal of these materials, if required or recommended;
- Draft report review meeting, with recorded minutes, to review the details of the draft report for questions, for understanding, for issues, for clarification before the issuing of the final report.
- Final report review meeting, with recorded minutes, to review the details of the final report to confirm that issues from the draft report have been addressed.
- The Consultant will be responsible for recording all meeting minutes.

4.1 General Project Administration

4.1.1. Upon award of the contract, the selected firm will enter into an agreement for professional Consulting Services with the Zoo, incorporating the terms and conditions of the Request for Proposals and the proponent proposal.

4.1.2. The objective of this project is to conduct a Designated Substance Survey of all the buildings and structures as listed in the Zoo Building Inventory list in order to assess for hazardous building materials and to provide a comprehensive report detailing the results and recommendations.

4.1.3. The Consultant shall indicate with their proposal how they would assess the buildings and structures listed.

4.1.4. The assessment will establish the type of Hazardous Building Material, locations and approximate quantity incorporated in the building or structure and its finishes

4.1.5. The assessment will include sufficient detail to allow for the preparation of specifications for removal of these materials, if required or recommended

4.1.6. The assessment will provide a recommendation towards next steps and an estimated cost of remediation if remediation is required or recommended.

4.1.7. The Consultant is to work within specified budget limitations and be responsible for all work necessary to ensure conformance to budget, which includes the cost of consultant fees and final report documents, disbursements, etc.

4.1.8. The Consultant is responsible for providing brief weekly status updates regarding work progress to schedule and issues or problems encountered. Format to be agreed upon between Zoo and Consultant.

4.1.9. The Consultant is responsible for providing a 50% status meeting when 50% of the scheduled work has been achieved, to review work progress date, issues or problems and any projected schedule changes.

4.1.10. The Consultant is responsible for the preparation of two comprehensive reports, titled Toronto Zoo Designated Substance Survey (DRAFT) and Toronto Zoo Designated Substance Survey (FINAL).

4.1.11. The Consultant is responsible for a draft report review meeting, with recorded minutes, to review the details of the draft report for questions, for understanding, for issues, for clarification before the issuing of the final report

4.1.12. The Consultant is responsible for a final report review meeting, with recorded minutes, to review the details of the final report to confirm that issues from the draft report have been addressed.

4.1.13. 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.

4.1.14. Existing site drawings at the Toronto Zoo are for review and site familiarization only. Background information provided by the Zoo is for general reference.

4.1.15. Consultant to ensure notification of sub-consultants, if applicable, names and phone numbers etc. for site access security purposes.

4.2 Procurement

4.2.1. If subcontractor services are needed, the Zoo's Purchasing Department will be responsible for the administration of any Tender process, including its release, closing and selection of the successful Tender. The Consultant will be available and provide assistance to the Project Manager throughout the entire Tendering process.

4.2.2. The Zoo will review the submitted Tenders and tender selection will be based on the Zoo's Tender Evaluation Form. The Consultant will be asked to assist but the final selection decision will be made by the Zoo.

4.2.3. The Zoo and Consultant will meet to determine target dates for the pre-award and pre-initiation meetings.

4.3 Project Close-out and Final Report

4.3.1. Perform a draft report meeting to review and discuss the report findings and its recommendations prior to completing the final report.

4.3.2. Perform a close-out meeting to review and discuss the final report findings and its recommendations.

4.3.3. Ensure that all closeout documentation is provided including the final report with executive summary, recommendations, specifications, special instructions, as-built drawings, other information, etc. as required by the Zoo.

4.3.4. The Consultant will be responsible for recording all meeting minutes for the 50% status update review, draft report review and final close-out meetings, including significant proceedings and decisions, identifying 'action by' parties, and will reproduce and distribute copies of minutes within three (3) business days after each meeting and transmit to Toronto Zoo for review and approval. Final approved

minutes will be distributed by the Consultant to meeting participants, affected parties not in attendance, Consultants and the Zoo.

5.0 SCHEDULE OF EVENTS

The following is a tentative schedule for the Designated Substance Survey project. The final schedule will be developed jointly with the successful proponent in the first week of project execution:

Pre-Award	
Release of RFP	Tuesday, 2022-08-23
Proponents' Question Deadline	Tuesday, 2022-08-30
Submission Due	Thursday, 2022-09-08
Interviews, if necessary	Week of 2022-09-12
Notification of Award by the Toronto Zoo	Week of 2022-09-26
Post-Award	
Commence DSS	2022-10-03
Status Update (approx. at 50% of assessment survey)	To be Determined
Final Report Completion	To be Determined

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.

6.0 FEE PROPOSAL

6.1 The proposal shall specify and state a firm not to exceed price using the attached form, Appendix A, including total fees and expenses (excluding taxes) in order to complete the assignment.

6.2 The Consultant shall not perform any Services or Work that would result in an increase in fee payable by the Toronto Zoo without the prior written approval of the Toronto Zoo.

6.3 The Consultant shall, even if the rate of payment set forth in the Proposal is based on an hourly rate, daily or other time based rate, perform all of the Services required to complete the deliverables, regardless of the fact that the time spent by the Consultant in performance may exceed the maximum specified therein, and that neither the rate nor any provision of the Proposal shall relieve the Consultant from performing all the Services or reduce its obligations to one of performing only some proportionate or other part of the Services.

6.4 The Zoo shall provide the Consultant an upset project budget limit. If the proposed design is projected to be over the upset limit, the Consultant shall redesign as required, in coordination with the Zoo staff, to ensure the final design is within the upset budget limit. Any redesign work by the Consultant, due to the proposed design being over the upset project budget limit, shall not result in any additional or extra cost to the Zoo.

6.5 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.

6.6 The Proponent shall include in the fee schedule all sub-Consultant fees and all disbursements.

6.7 The Proponent shall indicate any additional 'Optional Services' or costs not accounted for in the fee schedule as part of the proposal submission.

6.8 The Consultant will not be able to claim any additional cost as a result of changes to the Construction Schedule or order of works, or for project delays due to inclement weather conditions. This condition shall be in effect for the duration of the project.

6.9 All Consultant and Sub-consultants' costs and drawings, models, renderings and similar costs to be the responsibility of the Consultant, identified and included as part of the fees in the Fee Proposal.

6.10 Provide hourly rates for other services which may be requested during completion of the Project.

6.11 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.

6.12 A 10% holdback will apply to all fees, not including disbursements, to be released after 30 days following acceptance of final construction of the Project.

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

6.14 The Toronto Zoo is a registered charitable organization (registration #BN 119216398RR0001) and accordingly may be eligible for preferred pricing which should be reflected in the Bid as submitted.

7 PROPOSAL SUBMISSION FORMAT

The following page format and sequence should be followed to provide consistency in the Proponent response and ensure each Proposal receives full consideration.

7.0 Title page, showing Request for Proposal number, Proponent's name, telephone number, authorized signature and contact name.
7.1 The page letter of introduction, signed by the person or persons authorized to sign on behalf of and bind the Proponent to the statements made on the Proposal.
7.2 Table of Contents.
7.3 Executive summary.
7.4 Duly executed Proposal Form.
7.5 Corporate Information.
7.6 Detailed experience, background and three (3) similar project opportunities completed within the past five (5) years.
7.7 Provide three (3) references including name, address contact person and telephone number from clients with similar projects as outlined in this RFP, do not list the Toronto Zoo as a reference.
7.8 Proposed staff team and resources including detailed biographies of team lead and key members outlining their intended roles in meeting the Requirements, and indicating the number of years of experience in the areas directly relating to the scope of works as outlined in section 4.0 and number of years' experience of the individual working within your organization.
7.9 Proposed schedule/work plan with key dates and milestones and the accompanying identification of staff and resources that will be assigned to this

project and addresses the key deliverables as outlined in section 4.0 within this RFP.

7.10 Value Added

7.11 Identified conflict of interests in the event if the Proponent's representation of any of its clients could create a conflict of interest should the Proponent provide services to the Toronto Zoo.

8 PROPOSAL EVALUATION CRITERIA

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.

The RFP 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.

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

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

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.

Step 2 – Detailed Review

Evaluation Point Rating *[Threshold Requirements]*

Proposals will be assessed on a point rating system, outlined below, with a maximum 80 technical and experience points and a maximum of 20 for proposal fee. This is used to determine each proponent's strategic and technical fit to the needs described in the proposal documents. The technical points will be added together with the reference and proposal fee points (outlined below) to determine a final point score out of 100.

Proposals scoring less than a total threshold of 56 (70%) technical and reference points will be considered technically unacceptable. Proposals that meet or exceed the 56 technical point threshold score will have their proposal fee scored.

TECHNICAL AND EXPERIENCE EVALUATION	Maximum Points

	Understanding of the project scope of work • Demonstrate the necessary resources required to successfully complete the project	10
	Relevant qualification and experience • Must have a minimum of five (5) years of experience • Relevant experience is of similar scope and budget • Project team's relevant qualifications and experience with similar scale and type of projects	30
	Detailed workplan and approach • Key deliverables are addressed with clear methodology and approach that proponent would take in performing the services outlined within the RFP • Proposed schedule identifying ability to meet project milestones according to schedule of events in section 5.0 within this RFP	40
	THRESHOLD – TECHNICAL AND EXPERIENCE EVALUATION	**56**
	TOTAL TECHNICAL AND EXPERIENCE EVALUATION	**80**

Proposal Fee Evaluation

	PROPOSAL FEE EVALUATION	**Maximum Points**
	The lowest cost proposal that is qualified to stage two and meets the technical point threshold will receive 20 points. The remaining proposals will be assigned points based upon the following formula: (lowest cost proposal divided by proponent's proposal cost x 20	20
	TOTAL FEE EVALUATION	**20**

Stage 3– Interview (if required)

Based on the paper submission proposal scoring, high-scoring Proponents may be asked to attend an interview.

Proponent's presentation of proposal and performance, including ability to answer questions	50

The proposals submitted will be evaluated using the evaluation criteria and will be comprehensively reviewed by the Selection Team. It is the sole discretion of the Toronto Zoo to select its Selection Team and to retain additional members and advisors as deemed necessary.

The Selection Team will select one or more proposals which in its sole opinion:

a) Meets or exceeds the evaluation criteria, including but not limited, as outlined above;
b) Has a demonstrated track record of success with similar projects, and;
c) Provides the best value, but may not necessarily be the one(s) offering the lowest fees.

All proposal scores and rankings shall be the property of the Toronto Zoo and will not disclose any of the same during or after the evaluation process. Due to budget and time constraints, the Selection Team will not be able to provide debriefs for unsuccessful proponents. By responding to this RFP, the proponents will be deemed to have agreed that the decision of the Selection Team will be final and binding.

NEGOTATIONS AND AWARD

8.2.1 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.

8.2.2 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.

8.2.3 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.

8.2.4 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.

8.2.5 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 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.

9.2 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.

9.3 Insurance Requirements (at the discretion of the Toronto Zoo)

9.3.1 The Consultant shall effect, maintain and keep in force, at its sole cost and expense and satisfactory to the CEO as to form and substance the insurance described below:

9.3.2 The Consultant shall be required to arrange, pay for and maintain in force at all times at the Consultant's expense such comprehensive policies of insurance as applicable to persons undertaking the Work, including liability and professional liability (errors and omissions) coverage which are to be written in amounts, with deductible limits and terms that shall be subject to the approval of the Toronto Zoo at all times.

The Consultant shall provide certified copies of such insurance or a certificate(s) of insurance as determined by, and upon request of, the Toronto Zoo. Without limiting the generality of the foregoing, the comprehensive general liability policy coverage required under the Contract will be Two Million ($2,000,000) Dollars minimum and the policy shall name the Toronto Zoo and the City of Toronto as insured as if a separate policy had been issued to each and shall include a cross/liability-severability of interest clause.

Standard automobile liability insurance for all owned vehicles with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence.

9.3.3 All policies of insurance required to be taken out by the Consultant shall be placed with insurers licensed to conduct business in the Province of Ontario and shall be subject to the approval of the CEO, acting reasonably.

9.3.4 The Consultant shall deliver to the Board evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the CEO acting reasonably.

9.3.5 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 CEO.

9.3.6 The provisions of this section shall no way limit the requirements and obligations imposed on the Consultant elsewhere in the Contract, nor relieve the Consultant from compliance therewith and fulfillment thereof.

9.3.7 The parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the Contract.

9.4 **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.

9.5 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.

9.6 **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.

9.7 **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.

9.8 **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.

9.9 **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.

9.10 **Copyright:**

The final product and related materials from the work is to be for the exclusive use of the Toronto Zoo. The Toronto Zoo shall be the only and sole owner of the product and related materials for the sole and unfettered use by the Toronto Zoo. Upon payment of the said product and related materials by the Toronto Zoo, the successful bidder shall have no hold, proprietary claim, ownership, use of any kind, intellectual or otherwise nor shall there be any restrictions placed on the final product and related products by the successful bidder. By submitting a Proposal in this response to this RFP, the Bidder shall thereby acknowledges and agrees that the Toronto Zoo has exclusive ownership and sole and unfettered use of this final product and related products.

9.11 **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 proposals 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.*

9.12 **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.

9.13 **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.

9.14 **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 PROPOSAL FORM

The undersigned Proponent **having the authority to bind the Company** and 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 completed this form and submit by email to bids@torontozoo.ca prior to the official closing date.

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

SUBMISSION LABEL (N/A)

INTENTIONALLY BLANK

APPENDIX A – SCHEDULE OF PRICES

Hourly rates are inclusive of the cost of services, mileage and equipment required to complete the work, including but not limited to applicable taxes, overhead, profit and all other associated bidder expenses, excluding HST.

The quantities provided are estimates only and the Toronto Zoo does NOT guarantee any volume. The Toronto Zoo reserves the right, at its sole discretion, to procure either more or less.

Schedule of Prices

Item No.	Description	Qty	UOM	Lump Price *	Extended Price
1.	Description of services as outlined in Section 4.1 – General Project Administration within this RFP	1	Upset Limit		
2.	Description of services as outlined in Section 4.2 – Project Orientation and Initiation within this RFP	1	Upset Limit		
3.	Description of services as outlined in Section 4.3 – Conceptual Design within this RFP	1	Upset Limit		
4.	Description of services as outlined in Section 4.4 – 30% Design within this RFP	1	Upset Limit		
5.	Description of services as outlined in Section 4.5 – 60% Design within this RFP	1	Upset Limit		
6.	Description of services as outlined in Section 4.6 – 90% Design within this RFP	1	Upset Limit		
7.	Description of services as outlined in Section 4.7 – 100% Tender Drawings and Specifications within this RFP	1	Upset Limit		
8.	Description of services as outlined in Section 4.8 – Procurement within this RFP	1	Upset Limit		
9.	Description of services as outlined in Section 4.9 – Construction Contract Administration within this RFP	1	Upset Limit		
10.	Description of services as outlined in Section 4.10 – Field and Construction Review within this RFP	1	Upset Limit		
11.	Description of services as outlined in Section 4.11 – Project Close-out and Commissioning within this RFP	1	Upset Limit		
12.	Description of services as outlined in Section 4.11 – Record Drawings within this RFP	1	Upset Limit		
13.	Disbursements	1	Upset Limit		
				Subtotal:	

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		*
3	Clerical Services	HOUR		*
4	Other- Specify	HOUR		

APPENDIX B – LIST OF SUB-CONTRACTORS

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 Toronto Zoo.

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					

Name of Bidder:	

APPENDIX C - 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

Project Reference One:			
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:	

Project Reference Two:			
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:	

Project Reference Three:			
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 D – 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.mcss.gov.on.ca/mcss/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 E - 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 proofof vaccine status as required by the Toronto Zoo.

_____
Name:
I have authority to bind the Business Partner

_____
Title: