

THE ZOOLOGICAL SOCIETY OF PHILADELPHIA
3400 W. Girard Ave
Philadelphia, PA 19104

January 26, 2008

REQUEST FOR PROPOSALS No. 1(RFP)

PHILADELPHIA ZOO
INTERMODAL TRANSPORTATION IMPROVEMENT PROJECT
GREENWAY IMPROVEMENTS (Phase One)

ATTENTION RESPONDENTS:

Your firm is hereby invited to submit to the Zoological Society of Philadelphia (hereinafter “the Zoo”) a proposal to develop plans and designs for the Greenway Improvements described herewithin. A successful respondent (or respondent team) will be selected by the Zoo based on the process detailed below.

A **mandatory** pre-proposal conference will be held on **Wednesday, February 4, 2009 at 10:00am at the Philadelphia Zoo, 3400 W. Girard Ave, Gate H**. The purpose of this mandatory pre-proposal conference is to provide potential respondents with the detailed information regarding the project and to address questions and concerns.

All potential respondents or their representatives are required to attend the pre-proposal conference. During the conference, the staff will address the request for proposals (RFP) process, the project, and requirements for proposal submission.

Your complete response to this RFP must be received by the Zoo, at 3400 W. Girard Ave, Philadelphia, PA 19104, no later than 5:00 pm on February 20, 2009. Proposals may be hand delivered to Gate “H”, on Zoological Drive. No proposals will be accepted after 5:00 pm on February 20, 2009.

The Zoo will make the final selection of the firm or team of firms to perform the proposed services. The Zoo reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is in the best interest of the Zoo.

All questions about the process and procedure may be directed to Nina Bisbee by email at bisbee.nina@phillyzoo.org or by phone at (215)243-5229. All questions related to the substance of the RFP shall be submitted to Ms. Bisbee in writing (either by email or U.S. mail) no later than February 13, 2009. All such substantive questions shall be answered in writing to all respondents of the RFP in attendance at the pre-proposal meeting.

REQUEST FOR PROPOSALS (RFP)

PHILADELPHIA ZOO INTERMODAL TRANSPORTATION IMPROVEMENT PROJECT GREENWAY IMPROVEMENTS

INTRODUCTION

The Zoological Society of Philadelphia (“the Zoo”) is requesting proposals for professional engineering and support services for the design and implementation of the Greenway Improvements Project. The Greenway Improvements (Phase One) will be the first part of the overall Intermodal Transportation Improvements Plan and will focus on improving the existing Zoological Drive corridor, 34th St between Girard Ave and Zoological Dr, and integration of the Philadelphia Bicycle Network. Qualified firms will demonstrate experience with preliminary and final design of streetscaping, and wayfinding to improve the Zoo’s existing facilities. The additional Intermodal Improvement Phase (Phase Two) of the project is concurrently being addressed through a separate RFI, exploring the market interest/availability for joint venture commercial development around the Zoo. Contingent on developer interest/responses to the RFI, the Zoo anticipates issuing a second RFP for engineering and support services for the Phase Two Intermodal Improvements.

BACKGROUND

The Zoo is America’s first zoo and among the most visited attractions in the Greater Philadelphia Region. Nearly all of the Zoo’s 1.1 million annual visitors arrive by car. The Zoo’s attendance is heavily weighted to the spring and summer months (April through September) which account for nearly 80% of all visitors and weekends (approximately 35% of all visitors). The volume and peak demand nature of Zoo visitation places a tremendous burden on the current parking facilities which are spread among five (5) separate lots located in the area near, but not contiguous with the Zoo. During times of heavy visitation the Zoo makes use of a sixth lot in Fairmount Park across the Girard Avenue Bridge in an attempt to accommodate overflow parking demand. The layout and location of the Zoo’s parking facilities is a source of confusion to visitors that detracts from, and is inconsistent with, the overall visitor experience to the Zoo’s exhibits.

The Zoo has previously explored a range of alternatives to increase the number of parking spaces conveniently located near the Zoo as a way of enhancing the visitor experience. In 2003, the Zoo retained a team led by Campbell Thomas & Co. to conduct a Parking and Access Study. Extensive planning and analysis services were performed for the Zoo. The goals of the study were to:

- Bring ideas in from outside the ranks of the Zoo personnel and staff on solutions to their parking and access problems, including traffic circulations issues around the Zoo;
- Study the potential for incorporating community re-development efforts into those solutions, including potential commercial development;
- Study the conditions with an eye towards expanding the “Zoo experience” along Girard Ave, 34th Street, 38th Street, and further;
- Explore the nature of the cost and potential sources of funding for these solutions.

PROJECT PHASES

The Campbell Thomas study confirmed that parking is a major problem for the Zoo. The study's primary recommendations focused efforts on customer access through automobile and pedestrian access and improvements, regional public transit, charter bus access, commercial development, streetscape improvements, and traffic calming (See Attachment1). The Zoo has considered these recommendations and divided the project into the Greenway Improvement Phase One and the Intermodal Improvements Phase Two. This Phase One scope of work will include four key components, with the remainder of the components to be developed with the Phase Two RFP:

- 1) Develop/set the streetscape standards for future Phases of the Intermodal Transportation Improvements;
- 2) Expand the current wayfinding signage program to facilitate pedestrian and traffic flows to and from the parking lots; and
- 3) Upgrade streetscape improvements on Zoological Dr and 34th St to address deteriorated pedestrian circulation systems and to extend the Zoo visitor experience beyond the main entrance.
- 4) Connect the West Bank Greenway to Fairmount Park with a marked/delineated bicycle route.

The Greenway Improvements will address components on and immediately adjacent to Zoological Drive and 34th Street. To maintain overall coordination and symmetry, design standards developed for this scope of work (curbing, lighting, signing, etc) will be utilized throughout the remaining parts of the improvement project. The Zoo will implement the Greenway Improvement Project with assistance from the Federal Transit Administration, the Pennsylvania Department of Transportation, the City of Philadelphia Department of Streets, and the Philadelphia Industrial Development Corporation.

THE CONSULTING ASSIGNMENT

The Purpose of this RFP is to identify, select and engage a qualified and capable firm or team of firms to provide implementation of the Greenway Improvement portion of the Intermodal Transportation Improvements through preliminary and final design of parking facilities, design of streetscaping and wayfinding.

This RFP provides information necessary for engineering firms and subconsultants (if required) to submit proposals for the design of streetscaping, wayfinding, parking and improvements of existing parking lots related to Zoological Drive and 34th St. The objective is to select engineering firms for the Zoological Society of Philadelphia, that are most qualified to plan and design the project with consideration of the overall project goals. The selected firm will be required to prepare and complete a comprehensive set of documents for approval by the Zoological Society of Philadelphia, the Philadelphia Department of Streets, and PennDOT. Previous experience with PennDOT and Federal requirements in similar projects will be considered in the consultant selection process. The goal of this RFP is to select a team of one or more firms with all of the disciplines necessary to efficiently carry out the Project.

The successful respondent will demonstrate the ability to complete the attached Scope of Work in a manner acceptable to the Zoo. Although the Scope of Work is detailed, the Zoo is open to creative suggestions for how to achieve its outreach and reuse planning goals.

The Zoo will attempt to negotiate a binding contract for the Scope of Work with successful respondent promptly after the proposal submittal date. It is anticipated that the contract will require the successful respondent to complete the Consulting Assignment including all required deliverables no later than November 2009.

SCOPE OF WORK

1. Develop streetscape and signage plan for Zoological Drive and 34th Street

- a. Develop street lighting plan.
- b. Develop landscaping plan with particular emphasis on softening/screening the active rail yard along the western edge of Zoological Drive.
- c. Develop sidewalk paving plan with emphasis on ways to initiate/reinforce Zoo experience to pedestrian connections between parking lots walkways and the Zoo's main entrance with particular emphasis on creating sidewalks to separate pedestrian traffic and vehicle traffic on Zoological Drive and 34th Street.
- d. Develop wayfinder signage program to provide clear identity of the various existing parking lots and animate & enliven the pedestrian connections between Zoological Drive and 34th Street and the Zoo's main entrance at 34th Street & Girard Avenue.

2. Develop the missing link of the West Bank Greenway between Fairmount Park and West Philadelphia along the perimeter of the Zoo

- a. Develop bicycle route connecting the north end of the West Bank Greenway at Mantua Ave to Landsdowne Dr at Girard Ave.
- b. Develop lane markings and/or signage to clearly identify the bicycle route.
- c. Coordinate bicycle route with overall streetscape improvements on Zoological Dr and 34th St.

3. Provide additional services as required, including construction administration.

- a. The team shall prepare necessary functions and submittals and obtain all historical and environmental approvals required for each project (e.g. Categorical Exclusions or Environmental Assessments, 106 Reviews, 4F Reviews, etc.). All environmental documentation must be completed and cleared during the design of the project.
- b. Construction documents shall include, at a minimum: existing conditions/demolition plans, proposed plans, cross-sections and traffic control plans. Details include, by are not limited to: curb details, sidewalk details, lighting details, crosswalk striping details, bus shelter details, surface/subsurface utility details, signage details and landscaping details.
- c. Provide appropriate consultation to coordinate efforts of utility companies during construction through on-site visits on a weekly basis, or as deemed necessary by the Zoo, to review contractor progress and to ensure compliance with the plans and specification. Site visits will also be made for critical construction tasks as determined by the Zoo.
- d. The consultant will prepare a final "punch list" based on their observations of the project after the completion of the work.

SUBMISSION REQUIREMENTS

1. **DEADLINE:** One original, one electronic, and three (5) bound copies of the proposal (with all attachments) must be received by the Philadelphia Industrial Development Corporation at the following address on or before **February 20, 2009 by 5:00 pm**. Telecopied/ faxed proposals will not be accepted.

The Philadelphia Zoo
3400 West Girard Avenue
Philadelphia, PA 19104
Attn: Nina Bisbee

2. PROPOSALS:

Proposals must include one prime engineering consultant, either one company or a joint venture with a lead firm. The consulting team must include a civil engineer registered in the Commonwealth of Pennsylvania. All plans for work within the Right-of-Way must be signed and sealed by a Qualified Professional Engineer with a current Pennsylvania registration. Sub-consultants may be designated and utilized for work as outlined in proposals. The proposal must contain the following:

- a. Executive Summary, which includes a cover letter describing the firm(s) and acknowledging interest in the project. Include a primary contact person, address, telephone and fax number.
- b. Firm Description and History, including those of sub-consultant firms. Include relevant experience on other federal, City, or PennDOT funded civil engineering projects (preferably as related to streetscape improvements) within the last 5 years. Also include history and descriptions of work done for approval of or in conjunction with the City of Philadelphia Department of Streets and PennDOT. Include resumes of key personnel.

The consultant must describe the project team organization and specify individuals (including those from subconsultants) identified for key positions and must include their resume. One person may fill two positions or two people may share a position. The resume must be current and must specify educational qualifications and experience related to this type of project. Key positions include the following:

Project Director/ Manager - shall be responsible for all aspects of the Project including proposal preparation, contract negotiation, contract administration, direction and scheduling of team members and subconsultants, presentations, submission of deliverables and payment requests. Project Engineer - shall be a Registered Civil Engineer in Pennsylvania, responsible for civil engineering portions of the Project. Project Landscape Architect - shall be a Landscape Architect certified in the State of Pennsylvania. Surveyor - shall be certified in the State of Pennsylvania. The consultant shall agree that the Project Director, Project Engineers, Project Landscape Architect and Surveyors identified in the proposal shall be the persons utilized throughout the Project. Any change in the status of those positions must be submitted in writing and be approved by the Zoo.

- c. Description of the Proposed Approach and Methodology for carrying out the Scope of Services. The description should identify major tasks to carry out the scope of work, organization of the project team and the roles and responsibilities of individual members. The description should convey the firms understanding of the project.
 - d. Description of Previous Participation in disadvantaged and local business programs.
 - e. Proposed Fee for services as a lump sum fee and further indicating the breakdown of the fee by consultant or sub-consultant, hourly rates and number of hours for all personnel (see attachment 6). The fee must be broken out by task as described in the Scope of Services. Additional tasks may be recommended in the proposal however they should be identified as such. Expenses should be listed separately.
 - f. Schedule of Completion (including breakdown by phases if necessary).
 - g. Insurance certificate reflecting the minimum insurance requirements outlined in attachment 3.
4. **INQUIRIES:** All inquiries concerning this RFP should be directed to Nina Bisbee at (215) 243-5229. Nina Bisbee is authorized only to direct the attention of Engineers to various portions of this RFP (including all attachments) and to consider requests for clarifications. Neither Nina Bisbee nor any other employee is authorized to give interpretations of this RFP or to give information as to the requirements thereof in addition to that contained in the RFP. Interpretations or additional information, if provided, will be communicated to firms by written addenda over the name Nina Bisbee and shall be considered part of the RFP. Firms should not contact other employees or consultants of The Zoo or any other governmental entity regarding these requests or send copies of proposals to them. Failure to observe this requirement may result in the firm's disqualification from consideration pursuant to this RFP.
5. **SELECTION PROCESS AND NEGOTIATION:** The Zoo will evaluate all submissions for completeness and compliance with the terms and conditions of the RFP. As described above, a Selection Committee consisting of representatives from the Zoo, along with other individuals deemed necessary will review qualifications of submittals. The Zoo and the successful respondent will negotiate a contract promptly after selection. If a mutually satisfactory contract cannot be reached with the selected respondent, the Zoo will enter into negotiations with the second-place respondent as determined under the selection criteria. Any award and contract with the selected respondent will be subject to and contingent upon an award from the Pennsylvania transportation enhancement Program.
6. **CRITERIA:** The review team will evaluate all proposals received by the Zoo and will first be reviewed by the team for completeness. Those proposals not meeting the *Threshold Criteria* (Attachment 5) shall be disqualified and shall not receive further review. The team will rank the submissions according to the following criteria, but not necessarily in this order:
- a) Qualifications and Experience of Firms and Personnel: The review team will evaluate the consultant's projects that demonstrate the consultant's experience, expertise, and quality of work. If the proposal is a joint venture, the review team will evaluate the

primary consultant's work, the sub-consultant's work, and the experience of the project team working together. Qualifications of personnel will be evaluated by education, experience and demonstrated expertise in related projects.

- b) Understanding of the Project: The review team will evaluate the consultant's understanding of the Project's goals and objectives as shown through the overall conceptual approach, organization, schedule, allocation of resources by task, methodologies and presentation of the proposal.
- c) Responsiveness to Federal Procurement Standards and Disadvantaged Business Enterprise Requirements (see attachment 2). The selected respondent shall comply with all Federal, State, and local laws applicable to its activities, including but not limited to 49 CFR Part 18 and Circular No. 4220.1F.
- d) Fee
- e) Schedule: It is anticipated that the solicitation and proposal process shall be conducted in accordance with the following schedule; provided, however, the Zoo reserves the rights to modify schedule in its discretion.

i. <u>Advertisement of RFP</u>	<u>January 26, 2009</u>
ii. <u>RFP Available</u>	<u>January 26, 2009</u>
iii. <u>Pre-proposal conference</u>	<u>February 4, 2009</u>
iv. <u>Proposals Due</u>	<u>February 20, 2009</u>
v. <u>Contractor Selected</u>	<u>Week of March 2, 2009</u>
vi. <u>Contract for services completed</u>	<u>Week of March 16, 2009</u>
vii. <u>Completion of Bid Documents</u>	<u>November , 2009</u>

- 7. **RESERVATION OF RIGHTS:** The Zoo reserves the right, in its sole discretion, reject at any time, any or all proposals and to withdraw this RFP without notice. The Zoo reserves the right to waive compliance with and/or change any of the items of this request. The Zoo reserves and may exercise the following rights and options with respect to this selection process: to request some or all of the engineering firms to provide additional material, clarification, confirmation or modification of any information in the submission; to supplement, amend, substitute or otherwise modify this RFP any time prior to selection of one or more firms for negotiation, and to cancel this RFP with or without issuing another RFP; to request that some or all of the engineering firms modify proposals based on the review of all proposals; to terminate any negotiations at any time; to accept or reject at any time prior to the execution of a professional services contractual agreement all submissions and/or to withdraw the RFP without notice; to expressly waive any defect or technicality in any proposal; to solicit new proposals; to negotiate contract fee based on milestone payments; to assign any or all of the finalized and executed contract to a third party.
- 8. **EVENTS OF DISQUALIFICATION OR DEFAULT:** Subsequent to the selection of firms for negotiations, the following, in the sole discretion of the Zoo may be treated as Events of Disqualification or Default of a particular firm: the unilateral withdrawal by the firm; failure to proceed substantially in accordance with the proposal as submitted; material misrepresentation, omission, or inaccuracy contained in any document submitted either with the firm's proposal or subsequent hereto.

9. **REMEDIES:** Upon the happening of an Event of Disqualification or Default by a selected firm, the following remedies shall be available individually and collectively: the selection of the firm may be rescinded; the Zoo may declare null and void any agreement, which may have already been executed and delivered; the firm shall pay all costs and expenses incurred by the Zoo in negotiating with the particular firm including, but not limited to legal counsel's fees.

The Zoo's receipt or discussion of any information (including information contained in a proposal, ideas, models, drawings, or other material communicated or exhibited to the Authority) does not impose any obligations whatsoever on The Zoo or entitle the firm or any other person or entity to any compensation therefore. Any such information given to The Zoo before, with or after the submission of a proposal, either orally or in writing, is not given in confidence and may be used, or disclosed to others, for any purpose at any time, without obligation or compensation, and without liability of any kind whatsoever. Any statement which is inconsistent with the terms of this paragraph shall be void and of no effect. The provisions of this paragraph are not intended, however, to grant to The Zoo rights to use anything which is the subject of valid existing or potential letters of patent or which is copyrighted, nor are they intended to permit the Zoo to commercially appropriate images.

10. **LIABILITY:** Neither the Zoo, PIDC, nor PennDOT shall be liable to any firm or to any third party for any claims or damages occasioned by the solicitation, rejection, negotiation or selection of proposals regarding this requirement. Each firm or other respondent agrees to bear all costs of its response and participation in the process described in this RFP; there shall be no reimbursement for any costs relating to the preparation of responses or proposals in connection with this process.

POLICY

- 1. INFORMATION SUPPLIED BY FIRMS:** The relevant provisions of the PA Right to Know Act shall govern public access to material submitted by firms in response to this RFP. If any firm submits information which it believes to be a trade secret or otherwise exempt from disclosure under PA Right to Know Act, it must specifically identify such information and state in writing the reasons why the information should be exempt from disclosure. It is not the policy of The Zoo to disclose any information from material submitted by firms in response to the RFP until the selection process has been completed.

In the event that The Zoo becomes aware of any material misrepresentation in the information supplied by a firm, The Zoo shall have the right to reject at any time the proposal of the firm, to refuse to negotiate or continue negotiations with the firm and to take any other action, including retaining any deposit made by the firm, as shall be deemed appropriate by The Zoo, in its sole discretion.

The Zoo reserves the right to request, at any time in the selection process, such additional information or materials as it may deem useful or appropriate to evaluate each firm's qualifications and past experience. Submission of a proposal shall constitute the firm's permission to The Zoo to make such inquiries concerning the firm and members of the team as The Zoo, in its sole discretion, deems useful or appropriate.

- 2. REPRESENTATIONS, WARRANTIES AND GUARANTEES:** Notwithstanding anything contained herein to the contrary, The Zoo makes no representations or warranties, including without limitation, representations or warranties as to the accuracy of any information or assumptions contained in this RFP request or otherwise furnished to firms by the Zoo.

ATTACHMENTS

- 1. INTERMODAL TRANSPORTATION CENTER CONCEPT MAP**
- 2. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS**
- 3. SOLICITATION FORM**
- 4. GENERAL INSURANCE REQUIREMENTS**
- 5. THRESHOLD CRITERIA**
- 6. FEE BREAKDOWN FORM**

ATTACHMENT 1

INTERMODAL TRANSPORTATION CENTER CONCEPT MAP



ATTACHMENT 2

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

Policy

It is the policy of the Zoological Society of Philadelphia to promote the utilization of qualified businesses owned by minorities, women, the disabled and the disadvantaged (MBE/WBE/DSBE/DBE). It is important to the Zoo to partner with businesses with similar policies regarding MBE/WBE/DSBE/DBE businesses. **To this end the Zoo has established a participation goal of 35% for MBE businesses and 10% for WBE businesses for this project as part of its Equal Opportunity Plan.** The Project design team will be considered a participant in the plan and the participation commitments submitted in this RFP will be monitored for compliance with the plan.

Certified M/W/DS-BE and or DBE Firms

A. Only businesses that are owned, managed and controlled, in both form and substance, as M/W/DS-BE and/or DBE firms shall participate in this Project's Economic Opportunity Plan. To ensure this standard, all businesses, including joint ventures, must be certified by the Philadelphia Office of Economic Opportunity or members of the Pennsylvania Unified Certification Program (UCP). Both agencies are authorized to certify such enterprises.

B. M/W/DS-BE and/or DBE certification should not be the sole determination of a Bidder's or Contractor's financial or technical ability to perform specified work. The Owner reserves the right to evaluate the Contractor's or Subcontractor's ability to satisfy financial, technical, or other criteria separate and apart from said certifications before bid opening. Pre-qualification conditions and requirements shall be conveyed in a fair, open and non-discriminatory manner to all.

C. The Owner recognizes that M/W/DS-BE and/or DBE certifications may expire or the firm may experience de-certification by an authorized governmental entity. Certifications that expire during a firm's participation on a particular phase of the Project may be counted toward overall goals for participation ranges. However, said firm **MUST** become re-certified prior to consideration for future goal credit in the Project's Plan. If a firm has been de-certified, said firm would not be eligible to participate.

D. An M/W/DS-BE and/or DBE submitting as the prime contractor is required, like all other Participants, to submit a bid and/or RFP that is responsive to the City of Philadelphia Reauthorized Executive Order 02-05, and applicable law, and will only receive credit, in its certification category, for the amount of its own work or supply effort on the specified work in the bid and or RFP. In order to maximize opportunities for as many businesses as possible, a firm that is credited in two or more categories (e.g. MBE and WBE, or WBE and DSBE) will only receives credit as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Bidders/Respondents will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

Non-Compliance

A. In cases where the Owner has cause to believe that a Participant, acting in good faith, has failed to comply with the provisions of the Plan, the Owner and/or the City of Philadelphia Oversight Committee, with the assistance and consultation of the appropriate agencies and professional entities, shall attempt to resolve the noncompliance through conciliation and persuasion.

B. In conciliation, the Participant must satisfy the Owner and the City Of Philadelphia Oversight Committee that they have made their *best and good faith efforts* to achieve the agreed upon participation goals by certified M/W/DS-BE and/or DBE firms. *Best and good faith efforts* on the part of the Participant/Contractor include:

- 1) Entering into a contractual relationship with the designated M/W/DS-BE and/or DBE firm in a timely, responsive and responsible manner, and fulfilling all contractual requirements, including payments, in said manner.
- 2) Notifying all parties, including the Owner, the M/W/DS-BE and/or DBE firm, the City of Philadelphia Oversight Committee and all relevant Participants, of any problems in a timely manner.
- 3) Requesting assistance from the Owner and/or the City of Philadelphia Oversight Committee in resolving any problems with any M/W/DS-BE and/or DBE firm.
- 4) Making every reasonable effort to appropriately facilitate successful performance of contractual duties by a M/W/DS-BE and/or DBE firm through timely, clear and direct communications.

C. In cases where the Owner and/or the Oversight Committee has cause to believe that any Participant has failed to comply with the provisions of the Plan, they shall conduct an investigation.

D. After affording the Participant notice and an opportunity to be heard, the Owner and/or the Oversight Committee are authorized to take corrective, remedial and/or punitive action. Such actions may include, but are not limited to:

- 1) Declaring the Participant as non-responsible and/or non-responsive, with a determination as ineligible to receive the award of a contract, continue a contract and/or ineligible for any other future contracts affiliated with this Plan;
- 2) Suspending the violating Participant from doing business with the Owner;
- 3) Withholding payments to the violating Participant; and/or
- 4) Pursuing and securing any relief which the Owner and/or the Oversight Committee may deem to be necessary, proper, and in the best interest of the Owner and the Project, consistent with applicable policy and law.

E. A Participant may appeal a determination of non-compliance with this Plan by filling a written grievance with the Owner and/or its Oversight Committee.

F. Within five (5) working days the Owner and/or the Oversight Committee shall issue and serve a written notice/determination, together with a copy of the grievance as filed, to all persons named in the grievance.

Please include in your proposal the committed participation levels for MBE/WBE/DBE/DSBE and/or DBE businesses and the attached solicitation form should your proposal fail to meet the goals for this project (Attachment 3). Participation commitments will be incorporated onto the final agreement.

ATTACHMENT 3

Solicitation Form
(separate attachment)

ATTACHMENT 4

PHILADELPHIA ZOO

GENERAL INSURANCE REQUIREMENTS

Prior to commencement of any work under the Contract and until completion and final payment is made for the work, the Contractor, and each and every subcontractor, shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to the Zoo Certificates of Insurance evidencing same.

1. Workers' Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required.
 - a) Workers' Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Each Employee
Bodily Injury by Disease:	\$1,000,000 Policy Limit
 - c) Including Waiver of Right to Recover from Others Endorsement (WC 00 0313).
2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Explosion, Collapse and Underground Coverages).
 - a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 5,000

Automobile Liability:

- b) Coverage to include:
 - (1) All Owned, Hired and Non-Owned Vehicles
 - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
 - c) Per Accident Combined Single Limit \$1,000,000
3. Commercial Umbrella Liability:

- a) Occurrence Limit: \$2,000,000
- b) Aggregate Limit (where applicable): \$2,000,000
- c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.

4. Professional Liability:

- a) Professional Liability Limit: \$1,000,000
- b) Policy Aggregate \$3,000,000

Claims Made Policy Forms:

Should any of the required liability coverages be on a “Claims Made” Basis, coverage must be available for the duration of the Work and for a minimum of three years following the completion of the Work.

5. Deductibles or Self Insured Retentions:

All deductibles and self insured retentions all the sole responsibility of the Contractor. Deductibles or Self-Insured Retentions must be shown on the Certificate of Insurance.

6. Financial Rating of Insurance Companies:

- a) A.M. Best Rating: A- (Excellent) or Higher
- b) A.M. Best Financial Size Category: Class VII or Higher

7. The Zoo, PIDC, The City of Philadelphia and PennDOT shall be added as ADDITIONAL INSURED on all liability policies except Professional Liability, even for claims regarding their sole negligence. The coverage offered to the Additional Insureds on Contractor’s liability policies shall be primary coverage to any other coverage maintained by the Additional Insureds and shall not permit or require such other coverage to contribute to the payment of any loss.

8. It is agreed the Contractor’s insurance will be not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to

Nina Bisbee
Philadelphia Zoo
3400 West Girard Avenue
Philadelphia, PA 19104

by Certified Mail - Return Receipt Requested”.

9. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

- a) The Contractor waives all rights of recovery against The Zoo for loss or damage covered by any of the insurance maintained by the Contractor pursuant to this contract.

- b) The Contractor and their respective insurance carriers hereby waive all rights of subrogation against The Zoo for loss or damage covered by any of the insurance maintained by the Contractor pursuant to this contract.
 - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.
- 10. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of Contractor.
 - 11. The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
 - 12. Prior to the commencement of work and/or payment, the Contractor shall file Certificates of Insurance with **The Zoo** which shall be subject to the **The Zoo's** approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to:

Nina Bisbee
Philadelphia Zoo
3400 West Girard Avenue
Philadelphia, PA 19104

INDEMNIFICATION:

Contractor agrees to indemnify, hold harmless and defend **The Zoo** and its agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary and affiliated companies (the "Indemnified Parties") from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including Contractor's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties, whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties, whether known or unknown to **The Zoo** or Contractor.

Contractor will indemnify, defend, and hold **The Zoo** harmless from any and all claims or demands (including all losses, damages, and liabilities resulting from such claims or demands, and all related costs and expenses, including reasonable legal fees) arising from or in connection with (1) Contractor's performance of, or failure to perform, any of its obligations under this Agreement or (2) an act or omission of Contractor in its relationships with its employees, agents, subcontractors or suppliers.

If there are any damages or claims of any kind or nature unsettled when the contract work is finished, the final payment by **The Zoo** shall be deferred until all such claims shall have been adjusted or suitable coverage or indemnity acceptable to **The Zoo** is provided by Contractor's

insurance carrier. The terms and conditions of this Article shall survive termination of this Contract Agreement.

Contractor and ***The Zoo*** further agree that the Laws of the Commonwealth of Pennsylvania shall apply to the construction and application of the Indemnification and Hold Harmless Agreements set forth above.

In no event are you to begin work until a Certificate of Insurance showing coverage in the aforementioned amounts required for the job is received and approved by ***The Zoo***. Any work performed without having the Certificate of Insurance received and approved by ***The Zoo*** is at Contractor's own risk.

ATTACHMENT 5

Threshold Criteria

RFQ: **Zoo Intermodal Transportation Project- Greenway Improvements Phase One Design Services**

Name of Firm: _____

Date: _____

- | | | |
|-----|--|----------|
| 1. | Did the Zoo receive one original and four bound copies by deadline? | Yes / No |
| 2. | Does the proposal team include a registered engineer in the state of PA? | Yes / No |
| 3. | Does the proposal contain an Executive Summary? | Yes / No |
| 4. | Does the proposal contain a Firm Description, including sub-consultants? | Yes / No |
| 5. | Does the proposal contain relevant experience for the project team? | Yes / No |
| 6. | Does the proposal contain resumes of key personnel? | Yes / No |
| 7. | Does the proposal contain proposed approach and methodology? | Yes / No |
| 8. | Does the proposal contain an “Economic Opportunity Plan”? | Yes / No |
| 9. | Does the proposal contain a proposed fee and include the Fee Breakdown Form? | Yes / No |
| 10. | Does the proposal contain a Schedule of Completion? | Yes / No |

ATTACHMENT 6

Fee Breakdown Form For Professional Services

NAME OF FIRM: _____

PROJECT TEAM BREAKDOWN- List the lead and sub-consultants with the appropriate portion of the total fee. (Attach additional sheets as necessary.)

CONSULTANT	FEE	% of TOTAL FEE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL _____		

PROFESSIONAL FEE SCHEDULE –List the lead and sub-consultants with the appropriate breakdown of rates and Expenses. (Attach additional sheets as necessary.)

Firm Name: _____

Firm Name: _____

Hourly Billing Rates:

Hourly Billing Rates:

Position # Hours \$/Hr.

Position #Hours \$/Hr.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Other Expenses:

Description **\$ Total/Ea.**

Other Expenses:

Description **\$Total/Ea.**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____