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Toronto, ON M1B 5K7  
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**Chair**  
Councillor Paul Ainslie

**Chief Executive Officer**  
Dolf DeJong

**Chief Operating Officer**  
Robin D. Hale

2018-10-11

**REQUEST FOR PROPOSAL  
SEASONAL OUTDOOR LIGHT EXPERIENCE  
RFP 50 (2018-10)**

The Toronto Zoo invites qualified Lighting/ Visual Décor/ Design/Production Proponents to submit a proposal for a compelling family friendly, light installation that engages audiences of all ages for display in the Fall–Winter-Spring period. The original Contract may be extended for two (2) additional one (1) year periods on mutually agreed terms.

The proposed exhibit will support the mission, vision, goals and objectives of the 2015-2020 Strategic Plan, specifically Goal 2 which is “*to enhance the guest experience to appeal to a more diverse audience and inspire conservation action.*”

Please provide **four (4)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL and **three (3)** copies of the original proposal clearly marked as COPY and **one (1)** electronic copy (Microsoft Word or Adobe Acrobat PDF) on a CD or flash drive in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above).

**Due Date:** Proposal to be delivered to the office of **Purchasing & Supply, Toronto Zoo, Administrative Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7** by:

**Thursday, 2018-11-01 by 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 action to be in its interests.

If you have any queries regarding this request for proposal, please contact Mr. Peter Vasilopoulos, Supervisor of Purchasing & Supply at [pvasilopoulos@torontozoo.ca](mailto:pvasilopoulos@torontozoo.ca).

Yours truly,

Paul K. Whittam  
Manager, Financial Services

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## 1.0 INSTRUCTIONS

- 1.1 Ensure that you have received all **23** pages of the RFP package.
- 1.2 Complete ALL FORMS by due date and time received on or before **Thursday, 2018-11-01, by 1200 hours (noon) local time** or your Proposal will not be considered. Include signed copies of any addenda with your submission package. Use the attached submission label when you submit your response and deliver to the Toronto Zoo.
- 1.3 Provide **four (4)** copies of your proposal, **one (1)** unbound signed and clearly marked as ORIGINAL and **three (3)** copies of the original proposal clearly marked as COPY and **one (1)** electronic copy (Microsoft Word or Adobe Acrobat PDF) on a CD or flash drive in a sealed package or envelope. The original and all copies should be identical (excluding any obvious differences in labeling as noted above).
- 1.4 A site (proposal) meeting has not been scheduled, however, the Toronto Zoo **highly recommends** you contact Adam Huston, Manager Guest Operations (416) 392-9108 to make arrangements for a site meeting. Any request for a site meeting to view the potential onsite locations will be done by appointment only.
- 1.5 If the Toronto Zoo determines that an amendment is required to this RFP, the Toronto Zoo representative will issue by email or post a written addendum on the Toronto Zoo Website that will form part of this RFP. It is the responsibility of the bidder to check the website and to download the addendum from the Toronto Zoo's website. No amendment of any kind to the RFP is effective unless it is provided by email or posted in a formal written addendum on the Toronto Zoo website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda and acknowledged on the submission form.
- 1.6 **Proposals must not be submitted by facsimile or email.**
- 1.7 Unless otherwise indicated herein, the prices stated are payable in Canadian Funds, excluding HST.
- 1.8 Use the attached submission label, when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- 1.9 Proposal prices shall remain in effect for a period of ninety (90) days from the Proposal due date.
- 1.10 The Successful Proponent will conform to and enforce strict compliance with the Occupational Health and Safety Act R.S.O. 1990, as amended (OHSA) and Workplace Safety and Insurance Board (WSIB) in the performance of the Work/Services.
- 1.11 The Successful Proponent must adhere to all relevant Toronto Zoo policies, including, but not limited to, the Toronto Zoo Health and Safety Policy, the Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the Chief Operating Officer (COO) shall supply to the Successful Proponent.
- 1.12 The Successful Proponent shall keep proper record of accounts including supporting documents for the services rendered as a result of this RFP and these records of account shall be open for inspection and/or audit by the Zoo upon reasonable request during normal business hours at the Zoo. Such records shall be retained for two (2) years following the completion of the services.

- 1.13** The RFP should not be construed as an offer or a contract to purchase goods or services.
- 1.14** Proponents shall not issue any news releases or make any public announcements concerning the RFP, the awarding of this or any contract or any element of the subject project without the prior written consent of the Toronto Zoo and then, only in coordination with the Toronto Zoo.
- 1.15** For any questions concerning the contract terms and conditions of this RFP, please contact:  
Peter Vasilopoulos  
Supervisor, Purchasing & Supply  
Tel: 416-392-5916  
E-mail: [pvasilopoulos@torontozoo.ca](mailto:pvasilopoulos@torontozoo.ca)

For any technical queries concerning the specifications of this RFP, please contact:

Adam Huston  
Manager, Guest Operations  
Tel: 416-392-9108  
E-mail: [ahuston@torontozoo.ca](mailto:ahuston@torontozoo.ca)

## 2.0 GENERAL TERMS

- 2.1 The following definitions will apply to this Request for Proposal and to any subsequent Contract:
- 2.1.1 **“Board” or “Toronto Zoo”** means the Board of Management of the Toronto Zoo;
  - 2.1.2 **“CEO”** means the Chief Executive Officer of the Toronto Zoo;
  - 2.1.3 **“COO”** means the Chief Operating Officer of the Toronto Zoo;
  - 2.1.4 **“Contractor”** means the person, partnership or corporation contracting with the Board to provide the required Services;
  - 2.1.5 **“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;
  - 2.1.6 **“Contract Price”** means the price payable under the contract to the Contractor, being the Proposal Price eventually accepted by the Board of Management of the Toronto Zoo subject to any changes pursuant to the Contract Requirements;
  - 2.1.7 **“Preferred Proponent”** means the Proponent whose Proposal, as determined by Board staff through the evaluation analysis described in the RFP, provides the best overall value in meeting the Board’s requirements, and may be recommended for award;
  - 2.1.8 **“Prime Proponent”** means a person, partnership or corporation of firm that submits a Proposal in response to this RFP on a behalf of a joint venture or consortium;
  - 2.1.9 **“Project Co-coordinator”** is the person designated by the Board to manage the project for the Toronto Zoo;
  - 2.1.10 **“Proponent”** means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
  - 2.1.11 **“Proposal Price”**, **“Contract”** and **“Contract Documents”** have the meanings set out therefore in clauses contained in these documents;
  - 2.1.12 **“Request for Proposal (RFP)”** means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;
  - 2.1.13 **“Services” or “Work”** means everything that is necessary to be performed, furnished delivered by the Proponent to meet the Proponent’s obligation under this Contract;
  - 2.1.14 **“Successful Proponent”** means the Preferred Proponent with whom the Board intends to negotiate an awarded Agreement.

### 3.0 BACKGROUND AND SCOPE OF WORK

#### 3.1 Background Information

- 3.1.1 The Toronto Zoo was founded to exhibit and conserve animal, plant, and fish species and has become well known for advancing wildlife conservation, often in partnership with governments, not for profits, and other Zoos at the local, national and international scale.
- 3.1.2 At about 287 hectares (710 acres) the Toronto Zoo is one of the world's largest Zoos. The Toronto Zoo is divided into geographic zones of the world each representing the natural habitat and species of the world region.
- 3.1.3 Promoting wildlife conservation, sustainability and biodiversity are the key parts of the Zoo's mission, and is reflected in its scientific research, programming and educational outreach. The Strategic Plan for the Toronto Zoo seeks to further enhance the Toronto Zoo's efforts at wildlife conservation excellence with a focus on Canadian species. A recently completed Master Plan will reinforce this objective through sustained and focused capital investment over the next 15 to 20 years. Please see the following link to review the Strategic and Master Plans
- <http://www.torontozoo.com/ExploreTheZoo/Vision/>
- 3.1.4 The Toronto Zoo, is a premier leisure destination in Ontario attracting around 1.25 million visitors annually within a highly competitive market. The Toronto Zoo generates enough revenue from attendance and on site spending to cover approximately 80 percent of its operating costs including its conservation and educational programming. The balance of its operating costs are covered by the City of Toronto as the Toronto Zoo is an agency of the City of Toronto. Some conservation activity is funded by government grants. The Toronto Zoo is currently establishing a foundation to help it with its funding and programing needs.
- 3.1.5 The Toronto Zoo is a complex business with a diversity of people talent in areas such as animal care, trades, horticulture, animal nutrition, veterinary science, and reproductive biology. As such the Zoo is highly focused on the use and creation of knowledge. A challenge for the Toronto Zoo is attracting, motivating, and retaining talent especially given workforce succession.
- 3.1.6 The Toronto Zoo works in partnership with its local and regional institutions. Key institutional partners are Parks Canada at the Rouge National Urban Park (RNUP), the Toronto and Region Conservation Authority, City of Toronto, the Ministry of Natural Resources and the Universities of Toronto (Scarborough campus), York and Guelph. The Toronto Zoo views part of its future success tied to effective collaboration with these partners.



### 3.3 Term of Contract

The term of the short-term lighting exhibit will be from November 1, 2019 to January 19, 2020. The original Contract may be extended for two (2) additional one (1) year periods for the same duration period on mutually agreed terms. If Toronto Zoo elects to renew Contract, the Toronto Zoo shall provide notice to the Contractor a minimum of sixty (60) days prior to the expiration date of the Contract for such renewal year.

#### Non-exclusivity

Any contract as a result of the RFP will be on a non-exclusive basis. The Toronto Zoo may, at its sole discretion, purchase the same or similar services, from other sources during the term of the Contract.

### 3.4 Timing, Location, Attendance, Sponsors and Advertising

- 3.4.1 During the display period, the Zoo will expand its usual operating hours (9:30 am – 4:30 pm) to allow for the lighting display to be most effective. Final hours for this exhibit to be determined.
- 3.4.2 The lighting exhibition will be held primarily in the core woods area but may incorporate outdoor animal exhibits or indoor exhibits and pavilions. See figure i. Under consideration is access provided only to patrons who have paid a separate admission for the exhibit.
- 3.4.3 Media and cash Sponsors for this exhibit may be obtained.
- 3.4.4 The advertising plan may include print (tourism and newspaper), radio, TV, online, Toronto Zoo website, tourism rack cards, membership publications, on-site signage, 2019 Annual Visitors Guide. The advertising plan is to be determined.

### 3.5 Marketing and Technical Support

As part of your proposal please provide or provide details how you will provide for the following:

- 3.5.1 Visuals for Toronto Zoo's development of graphic material
- 3.5.2 Educational Information Sheets and/or teachers guides (digital format)
- 3.5.3 Line Art (digital format)
- 3.5.4 Spec sheets
- 3.5.5 Technical Training Guide for Toronto Zoo staff
- 3.5.6 Logistics Planning Guide
- 3.5.7 Logo Art (digital format)
- 3.5.8 Maintenance kit
- 3.5.9 Technical Support (setup, takedown, 24/7 support serviced)

### 3.6 Exhibit Details and Contractor's responsibilities

- 3.6.1 As the core woods area will be the primary area for the lighting exhibit, it is very important to review the area and space to maximize the impact of the light display and to identify any special requirements including power requirements. Your proposal should include ideas for enhancing the natural area without any lasting impact on the natural area and may include areas within the same area that have not been identified herein.
- 3.6.2 The Contractor shall commence installation of the work within one (1) week of issuance of Purchase Order OR Contract execution, if required, and be completed by a date as agreed upon.

- 3.6.3 On January 20, 2020, the contractor shall commence the dismantling of the lighting exhibit for removal from the Toronto Zoo within forty-five (45) days after the closing date.
- 3.6.4 The Contractor shall provide all of the equipment for the installation and removal of the exhibit.
- 3.6.5 The Contractor shall co-ordinate the lighting and production to properly display the natural setting including educational material and interpretive signage and other themed material that may contribute to the atmosphere of the exhibit/display.
- 3.6.6 All materials used, shall be fire-retardant.
- 3.6.7 Power is limited in the core woods and as such power requirements would need to be provided by the Contractor.
- 3.6.8 The Contractor will be responsible for any problems having to do with the repair and/or maintenance of the lighting exhibit items. Toronto Zoo staff will be available during the display period to handle minor repairs and daily maintenance to the exhibit.
- 3.6.9 The Contractor shall co-ordinate the work of all sub-contractors.
- 3.6.10 The Contractor shall provide an experienced field engineer and technicians to complete proper installation and dismantling of the lighting exhibit. The technical team shall liaise with Toronto Zoo staff to coordinate all of the installation/dismantling activities, power installations and technical training to Toronto Zoo staff for day to day maintenance.
- 3.6.11 The Zoo may choose to enter into a revenue sharing agreement with the successful proponent.

### **3.7 Safety Requirements:**

- 3.7.1 The Contractor shall comply with all federal, provincial or occupational health and safety legislative requirements, including, and without limitation, the Occupational and Health Safety Act, R.S.O., 1990 c.0.1 and regulations thereunder, as amended from time to time (collectively the “OHSA”).
- 3.7.2 The Contractor, for purposes of the OHSA, will be designated as the Constructor for this project and will assume all of the responsibilities of the Constructor set out in the Act and its regulations.
- 3.7.3 Specifically, it is the responsibility of the Contractor:
- 3.7.4 To designate and advise the Project Coordinator of the name of the agent of the Contractor who is responsible to monitor the construction work site to ensure compliance with the OHSA and the Toronto Zoo Health and Safety Policy and to initiate corrective action to ensure compliance.
- 3.7.5 To ensure that all work site accidents are promptly investigated to determine cause and that first aid is administered as required for all work related injuries. A written report of all such accidents shall be forwarded to the Toronto Zoo Project Co-coordinator by the Contractor, which will include the corrective action taken to prevention of further accidents.

- 3.7.6 To ensure that all hazardous materials, as defined by the WHMIS Regulation, brought on to the work site adhere to the WHMIS labeling, storage, safe handling, as use requirements and that all workers under the supervision of the Contractor be trained to safely use such materials.
- 3.7.7 To supply, where specified by the OSHA, appropriate safety and personal protective equipment and that all workers under the supervision of the Contractor be trained in the use of this equipment.
- 3.7.8 To ensure, where applicable under the OHSA, that Joint Health and Safety Committees, worker safety representatives or worker trade representatives are functioning on any work site established at the Toronto Zoo. The Contractor's Joint Health and Safety Committees, worker or trade representatives shall inform the Project Co-coordinator of all outstanding issues which may affect the health and safety of Toronto Zoo employees.

### 3.8 Contractors Working in the Vicinity of Animal Containments:

- 3.8.1 Contractors, Sub-contractors or their employees are not allowed, without the approval of the Wildlife Care Manager, or their designate:
- 3.8.2 To enter any paddock, holding cage or other enclosure in which an animal of any kind is housed.
- 3.8.3 To attempt at any time or in any circumstance, to touch, handle or otherwise manipulate any animal.
- 3.8.4 To cross safety barriers or enter non-public areas without prior approval as outlined above.
- 3.8.5 Anyone who fails to comply with the above instructions will be considered in breach of their contract and escorted from Toronto Zoo property.
- 3.8.6 In addition, a contractor, or their employee, may be fined by the Ministry of Labour, under the Occupational Health and Safety Act (OHSA).

### 3.9 Toronto Zoo Responsibilities

- 3.9.1 The Toronto Zoo shall prepare the space to allow delivery, set up, major maintenance, if required, and dismantling of the lighting exhibit.
- 3.9.2 The Toronto Zoo will provide staff to work the event and provide maintenance staff for minor day to day maintenance.

## 4.0 PROPONENT SUBMISSION REQUIREMENTS

Three (3) bound copies and one (1) electronic copy, Microsoft Word or Adobe Acrobat PDF, of the final version of the Short Term Special Exhibit are to be submitted no before **Thursday, 2018-11-01, by 1200 hours (noon) local time**. All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) where possible and 11 point font.

- 4.1 The Request for Proposal (RFP) shall indicate the ownership, financial resource and credit history and references of your company. List some of the more recent exhibits that you have coordinated, including the location of the exhibit, duration of exhibit, primary contact name and phone number (see Forms).

- 4.2 Costs to be broken down separately as identified on the attached Forms, Section 9.1. No additional charges shall be allowed without the prior approval from the Toronto Zoo.
- 4.3 A brief outline of the staffing, including the field engineer and preventative maintenance, to be provided to coordinate the set-up, testing and dismantling of the exhibit.
- 4.4 Suggest terms of payment; include deposit. Detail rental(s) to be provided in overall production schedule for the event, from start to finish.
- 4.5 Provide a plan detailing how to meet the Zoo's operational limitations (power and facilities). Specify the equipment to be brought on site to the Zoo.
- 4.6 Detail any other special requirements, contingencies or needs that should be considered.
- 4.7 Indicate those items to be provided at no cost or at a discount, including staffing.
- 4.8 Preference may be given to proposals offering environmentally beneficial and sustainable services, products and business practices.
- 4.9 The proposal including all prices will be irrevocable for a period of ninety (90) days from the date of the proposal submission deadline.

Responses to the RFP may be submitted on behalf of an individual firm, strategic partnerships, joint ventures or consortiums, however a single firm must be identified as the primary contact as required to issue a purchase order or execute a contract with the Toronto Zoo.

**CONTENT:** The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. **The proposal shall not simply rephrase or restate the requirements, but rather shall provide convincing rationale to address how the Proponent intends to meet these requirements.**

The Proponent shall assume that the evaluation team has no prior knowledge of its qualifications and experience, and will base its evaluation on the information presented in the proposal. **Elaborate brochures or documentation, bindings, detailed artwork, or other embellishments are unnecessary and are not desired.**

The Proponent should submit a Submission in a particular submittal format, to reduce paper, encourage our recycled product expectations, and reduce package bulk. Bulk from binders and large packages are unwanted. Vinyl plastic products are unwanted.

Please do not use any plastic or vinyl binders or folders. The Toronto Zoo prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your Proposal, they should be fully 100% recycled stock.

The Toronto Zoo seeks and prefers submissions on 100% Post Consumer Fibre (PCF) paper, consistent with the Toronto Zoo's environmental practices. All copies of all pages of the Proposal should be printed in duplex (i.e. on both sides of the pages) where possible.

## 5.0 SCHEDULE OF EVENTS:

The following is a tentative schedule for the Short-Term Exhibit:

Release of RFP	<b>2018-10-11</b>
Proponents' Question Deadline	<b>2018-10-19</b>
Submission Due	<b>2018-11-01</b>
Interviews, if necessary	<b>Week of 2018-11-26</b>
Notification of Award By the Toronto Zoo	<b>Week of 2018-12-03</b>

The RFP process and project will be governed according to the above schedule or other schedule approved by the COO. 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 PROPOSAL EVALUATION CRITERIA

6.1 The Proponent is urged to ensure that its Proposal is submitted in the most favourable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the Proposal from further consideration.

6.2 The Agreement will not be awarded to the Proposal with the lowest cost, but rather, award shall be based on a combination of related expertise, prior project experience and price. Additionally, the Zoo may accept or reject any part of the Proponent's bid.

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

6.4 There are three steps to the pre-defined evaluation process:

- Step 1 – Initial Review of Responses
- Step 2 – Evaluation of Submitted Proposals
- Step 3 – Evaluation of Presentations

6.5 Step 1 – Initial Review of Responses

The Zoo will open only those Proposals received by the Proposal Deadline and time specified within this RFP. Immediately upon opening, the Zoo will review each Proposal for compliance with the instructions and conditions applicable to this RFP. The Zoo, at its option, may seek Proponent retraction and clarification of any discrepancy/contradiction found during its review of Proposals.

6.6 Step 2 – Evaluation of Submitted Proposals

6.6.1 The Evaluation Team will evaluate each submitted Proposal, that has passed through Step 1, on criteria that will include, but not necessarily be limited to, the following:

6.6.2 Overview of ownership, financial resource and credit history and references of your company (5 points)

6.6.3 Selection, availability and attraction value of exhibit, scenic theme and décor. Include description of quantity and quality of décor, staging, lighting, environmentally beneficial

and sustainable services, products and business practices etc. Using visuals (layout, drawings, diagrams) and/or words describe your design concepts for the lighting and décor. (35 points)

6.6.4 Details of technical staff required and operations plan including preventative maintenance program to provide on-site support and to ensure safety requirements are satisfied and maintained. Also outline any power and water requirements for the event and efforts to assist in reducing the amount of water used during the exhibit (10 points)

6.6.5 Marketing and educational information. (10 points)

6.6.6 Experience including proposed team, resources and qualifications in staging lighting exhibits. References should also be included, especially previous lighting exhibits in other Zoos or venues of similar size of operation. (10 points)

Note: In providing references, Proponents agree that the Toronto Zoo can contact the references as part of the evaluation process without further authorization.

6.6.7 Detailed implementation plan showing activities and dates for the entire implementation period leading to the completion by 12:00 hours (12pm) on day, 2019-11-01. (15 points)

6.6.8 Total Price to stage the lighting exhibit as outlined within this RFP. (25 points)  
*Provide pricing information that can be used should the Toronto Zoo wish to increase or decrease the lighting exhibit.*

6.7 The aim of the Evaluation Team will to select the one Proposal which in its opinion meets the requirements of the Toronto Zoo under this RFP and provides the best overall value to the Toronto Zoo. The Proposal selected, if any, will not necessarily be one the offering the lowest cost to the Toronto Zoo.

6.7.1 The Process commenced by this RFP may be cancelled and a new process instituted at any time by the Toronto Zoo, the Toronto Zoo nor the Board shall be responsible for any loss, damages or expenses incurred by the Proponent.

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

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

6.8 Step 3 – Evaluation of Presentations (If Required)

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

6.8.2 The Proponent(s) shall ensure that the presentation is made by well versed staff with the authority to make decisions and commitments on behalf of the Proponent.

6.8.3 Any and all costs incurred by the Proponent in order to prepare for and attend the presentation and/or demonstration including transportation, food, lodging, etc. shall be borne entirely by the Proponent.

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

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

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

All Proposals shall be submitted by the Proponent on the understanding that the Proposals shall become the property of the Zoo.

## 7.0 CONTRACT REQUIREMENTS

### **Contract Form:**

The Successful Proponent shall be retained through the issuance of a purchase order or an agreement (at the discretion of the COO), which shall include the terms and conditions of this Request for Proposal. For reference, a sample Staging and Service Agreement is included in Appendix II.

### **Negotiations and Agreement**

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.

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.

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.

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.

## 8.0 TERMS AND CONDITIONS

### 8.1 **Proponent Assurance:**

Unless otherwise stated, the goods, material, articles, equipment, work or services, specified or called for in or under this Proposal, shall be delivered or completely performed, as the case may be, by the Proponent as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion.

### 8.2 **Country of Origin:**

Whenever possible, the goods, materials, articles or equipment, specified or called for in or under this Proposal, shall be of Canadian origin and manufacture.

**8.3 Invoicing:**

Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Toronto Zoo. Harmonized Sales Tax where applicable shall each be shown as a separate item. The Proponent's HST registration number must be indicated on the invoice.

The Proponent shall clearly show any special charges as separate items on the invoice.

Payments to non-resident Proponents may be subject to withholding taxes under the Income Tax Act (Canada). Unless a non-resident Proponent provides the Toronto Zoo with a letter from Revenue Canada Taxation waiving the withholding requirements, the Toronto Zoo will withhold the taxes it determines are required under the Income Tax Act (Canada). Further information is available at the [CRA website, www.cra-arc.gc.ca](http://www.cra-arc.gc.ca)

**8.4 Right to Cancel:**

The Toronto Zoo shall have the right to cancel at any time this Proposal or any contract or any part of any contract resulting from this Proposal in respect of the goods, material, articles, equipment, work or services set out in this Proposal or any such contract or part of such contract, not delivered or performed at the time of such cancellation, and the Toronto Zoo will not be responsible to make any payments in respect of any such goods, materials, articles, equipment, work or services and shall not incur any liability whatsoever in respect thereto.

In the event that the Proponent fails or neglects by any act or omission to comply with any of the conditions set out herein, this Proposal or any contract resulting from this Proposal may be unconditionally cancelled by the Toronto Zoo without notice to the Proponent.

**Interest:**

The Bidder/Proponent shall not be entitled to any interest upon any bill on account of delay in its approval by the Toronto Zoo.

**8.5 Official Agreement:**

No verbal arrangement or agreement, relating to the goods, material, articles, equipment, work or services, specified or called for under this Proposal, will be considered binding, and every notice advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

**8.6 Insurance and Policies**

Provide minimum \$5,000,000 Commercial Liability Insurance in respect of injury or death to a single person or for property damage in a manner satisfactory to the Chief Operating Officer must be maintained through the Project and included in the Fee Proposal.

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

Professional liability insurance (errors and omissions) with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

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 COO.

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 COO, acting reasonably.

The Successful firm shall deliver to the Board evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the COO acting reasonably.

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 COO.

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

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

#### **8.7 Safety:**

The Proponent shall, as applicable, conform to and enforce strict compliance with the Occupational Health and Safety Act and for purposes of the Act be designated as the "constructor" for the Service.

The Proponent must adhere to all relevant Zoo policies, including, but not limited to, the Contractor Safety Policy, Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the Chief Operating Officer, Toronto Zoo, shall supply to the Preferred Proponent.

#### **8.8 Indemnity:**

The Proponent shall at all times well and truly save, defend, keep harmless and fully indemnify the Toronto Zoo, the Board of Management of the Toronto Zoo, the City of Toronto, the Toronto & Region Conservation Authority, and their servants, employees, officers, agents and invitees, from and against all actions, suits, claims, demands, losses, costs, charges, damages, and expenses, brought or made against or incurred by their servants, officers, employees, agents or invitees in any way relating, directly or indirectly, to goods, material, articles or equipment supplied or to be supplied, or to the supplying of goods or services, pursuant to this Proposal, or any other claim, action, suit, demand, loss, cost, charge, damage or expense relating to copyright, trademark or patent with regard directly or indirectly with any such goods, services, material, articles or equipment or the supply or performance thereof.

#### **8.9 Governing Law**

This RFP and any Proposal 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

**8.10 Guaranty of Proposal:**

All goods, material, articles, equipment, work or services, specified or called for in or under this Proposal, shall be supplied or performed at the price or process and on the basis set forth or referred to in and in accordance with the offer and this Proposal. The basis on which this Proposal is given shall include any specifications, plans, price schedules, samples, addenda or other details pertaining thereto, or provided in connection therewith.

**8.11 Formal Contract:**

The Proponent may be required and shall, if requested by the Toronto Zoo, execute and enter into a formal contract that is satisfactory to the solicitor for the Toronto Zoo, in order to document the contract resulting from this Proposal and to embody indemnity and related provisions that in the opinion of such solicitor are required to protect the Toronto Zoo.

**8.12 Warranty of Product:**

The Proponent warrants any goods, material, articles or equipment, to be supplied under or pursuant to this Proposal, that is or are to be made or used for particular purpose, will be fit and suitable for that purpose.

**8.13 Environmental Commitment – G.I.P.P.E.R.**

G.I.P.P.E.R. Statement of Principle – The Toronto Zoo in 1990-07-23, adopted the following G.I.P.P.E.R. (Governments Incorporating Procurement Policies to Eliminate Refuse Committee) Statement of Principle in order to contribute to waste reduction and to further the development and awareness of Environmentally Sound Purchasing.

“In order to contribute to waste reduction and to increase the development and awareness of Environmentally Sound Purchasing, acquisitions of goods and services will ensure that wherever possible specifications are amended to provide for the expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the products or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices”

All Proponents are encouraged to be pro-active in assisting the Toronto Zoo in achieving this principle. Alternative goods & services, suggested by the Proponent, addressing the above principle will be considered by the Toronto Zoo, within a reasonable price range.

**8.14 Proposal/Quotation Costs:**

The proponent shall bear all costs and expenses with respect to the preparation and submission of its proposal/quotation costs and the bidder participation in the proposal/quotation/proposal costs process, including, but not limited to: site visits and inspections, all information gathering processes, interviews, preparing responses to questions or requests for clarification from the Toronto Zoo, preparation of questions for the Toronto Zoo, and contract discussions and negotiations.

The Toronto Zoo shall not be responsible for or liable to pay any proposal/quotation costs of any proponent regardless of the conduct or outcome of the proposal/quotation Request, Purchase Order process or Contract process.

**8.15 Copyright:**

All final custom designs, artwork, etc. shall become the property of the Toronto Zoo. The Toronto Zoo shall retain sole copyright of all work that is developed or created at the request of the Toronto Zoo and the Proponent shall have no rights of sale or production other than the use for personal promotion of the author.

**8.16 Addendum**

If the Proponent finds discrepancies in or omissions from these Specifications or if he/she is in doubt as to their meaning, he/she shall notify the Toronto Zoo, who may issue a written addendum. The Toronto Zoo will make oral interpretations of the meaning of these documents and drawings.

If an addendum(s) are issued by the Toronto Zoo during the proposal period, such addendum(s) must be acknowledged by the Proponent in writing in their pricing submission.

**8.17 Ownership of Deliverables**

All deliverables, reports and supporting documents furnished by the Contractor/Consultant in its performance of the Services/Work will become the exclusive property of the Toronto Zoo.

**8.18 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.

**8.19 Performance:**

All work to be done under the Contract shall be done to the satisfaction of the Toronto Zoo or their representative authorized to act for them, and the materials and process of preparation and manufacture shall at all times be subject to their examination and inspection and rejection in any stage of the preparation or manufacture.

**8.20 Co-ordination of Work:**

The proponent shall co-ordinate all work with the Toronto Zoo or their representative authorized to act for them, to ensure co-ordination and timely execution of service.

**8.21 Education Institute Status**

The Toronto Zoo is a registered educational institute and accordingly may be eligible for preferred pricing which should be reflected in the Tender as submitted

**8.22 Charity Status**

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 Quotation as submitted.

**9.0 SUBMISSION FORMS**

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

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

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

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

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

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

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

**2.1 PROPOSAL RENTAL RATE PRICE SCHEDULE**

<b>Description</b>	<b>Price complete, rental rate for the period</b>
November 1, 2019 to January 19, 2020	November 1, 2019 to January 19, 2020 <b>HST excluded IN CDN DOLLARS</b>
<b>Exhibit</b> - all that is required for the installation of lighting exhibit including décor, equipment, shipping, custom and duties, assembly, technical run throughs and, servicing of equipment	
Decommissioning and removal of equipment related to lighting exhibit	
<b>Other (specify)</b>	
<b>Subtotal</b>	
<b>HST*</b>	
<b>Total</b>	

\*The Toronto Zoo pays all applicable taxes (subject to withholding taxes)

**SUBMISSION LABEL**

This address label should be printed and affixed to the front of your sealed tender, quotation and proposal envelope/package submission. Toronto Zoo will not be held responsible for envelopes and packages that are not properly labeled or submitted to an address other than the one listed on this label.

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**Proponent Name**

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**RFP 50 (2018-10)- SEASONAL OUTDOOR LIGHT EXPERIENCE**

**Closing: Thursday, 2018-11-01, 12:00 hours (noon) local time**

**TO BE RETURNED TO**

**TORONTO ZOO  
ATTENTION: SUPERVISOR, PURCHASING & SUPPLY  
ADMINISTRATIVE SUPPORT CENTRE  
361A OLD FINCH AVE.  
TORONTO, ONTARIO  
M1B 5K7**

### NOTICE ON NO BID

#### **INSTRUCTIONS:**

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

<b>A Proposal/Quotation/Tender is not submitted for the following reason(s):</b>		
	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.	

<u>Other reasons or additional comments (please explain):</u>
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Company Name:	
Address	
Contact Person:	
Signature of Company Representative:	
Date:	
Phone Number:	
Email address	

## **Toronto Zoo Accessible Customer Service Training Requirements:**

### **ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES STANDARDS**

#### **Contractors, Consultants and other Service Providers**

(Accessibility Standard for Customer Service, O. Reg. 429/07, AODA 2005)

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.

Under section 6 of the Accessibility Standard for Customer Service, O. Reg. 429/07 (Appendix A), established by the AODA, the Toronto Zoo must ensure that employees, volunteers and all other personnel, including third party contractors, who deal with members of the public or other third parties on behalf of the Toronto Zoo or, who participate in developing Toronto Zoo policies, practices or procedures on the provision of goods and services receive training on accessible customer service.

All personnel must complete training that meets the requirements of the Accessible Customer Service regulation and includes:

- An overview of the AODA
- Understanding the requirements of the Regulation
- How to interact and communicate with persons with various types of disabilities;
- How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support;
- How to use equipment or devices available on the provider's premises or otherwise provided by the provider to people with disabilities to access goods or services; and
- What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.

It is the responsibility of the third party contractors and other service providers to ensure that appropriate training is provided and that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. Contractors are required to ensure that this information is available, if requested by the Toronto Zoo.

#### **Access an e-learning course:**

The training requirements can be fulfilled by completing the e-Learning course "Serve-ability: Transforming Ontario's Customer Service", which can be found on the Ministry of Community and Social Services website:

<http://www.mcsc.gov.on.ca/mcss/serve-ability/splash.html>

#### **For more information:**

How to comply with the Accessible Customer Service Standard at: [www.accessON.ca/compliance](http://www.accessON.ca/compliance)

Requirements of the Accessibility Standards for Customer Service (Ontario Regulation 429/07):

[www.e-laws.gov.on.ca/html/source/regs/english/2007/elaws\\_src\\_regs\\_r07429\\_e.htm](http://www.e-laws.gov.on.ca/html/source/regs/english/2007/elaws_src_regs_r07429_e.htm)