

2022-03-24

**REQUEST FOR PROPOSAL  
TO DESIGN, INSTALL AND COMMISSION A NEW LIGHTING AUTOMATION  
SYSTEM AND SOFTWARE FOR THE INDO-MALAYAN  
RFP 17 (2022-03)**

The Toronto Zoo invites you to submit a request for proposal for the vendor to provide a new and upgraded LED/LES lighting automation system capable of maintaining and improving the well being of the animal and plant life within the Indo-Malaya Pavilion Section 2.0. All work is to be completed in accordance with the specifications in the Request for Proposal (RFP). All light fixture will be supplied by the Toronto Zoo based on the design submitted by the successful vendor.

The work shall commence as soon as possible once the project is awarded and a Purchase Order has been issued. All work is to be completed and received as early as possible and no later than Friday, 2022-12-20.

The Quotation package includes Instructions, Terms & Conditions, Requirements, and Forms. Quoted prices shall remain in effect for a period of ninety (90) days from the Quotation due date.

Site Meeting: March 24-25, 2022 or upon request after those dates. [gjudah@torontozoo.ca](mailto:gjudah@torontozoo.ca)

Due Date: **Wednesday, 2022-04-06, 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 quote, should it deem such an action to be in its interests.

If you have any queries regarding this request for quote, please contact Peter Vasilopoulos, Supervisor of Purchasing & Supply, (416) 392-5916. If you have any technical queries regarding this request for quote, please contact Gal Judah: Facilities Maintenance Manager (437)882-0843 or [gjudah@torontozoo.ca](mailto:gjudah@torontozoo.ca).

Yours truly,

Alia Lee  
Director, Finance & Technology

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**DRAWINGS**

## 1.0 GENERAL TERMS

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

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

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

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

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

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

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

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

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

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

## **2.0 DESCRIPTION AND SCOPE OF PROJECT**

The existing Indo-Malayan pavilion lighting is outdated and low efficiency. Many fixtures for the exhibits are not operational. The Toronto Zoo would like to upgrade the lighting system to use new LED/LES (light emitting diode/surface) lighting. The Toronto Zoo would like to install a new automation system for the new lighting as well as have a lighting design for the pavilion be produced with the automation system. The details and scope of the design and automation is as follows:

### **2.1 Electrical condition assessment:**

- 2.1.1 The vendor is to provide a detailed review and survey of existing branch wiring and distribution hardware (Building plan has been provided)
- 2.1.2 The vendor is to provide a condition assessment report of existing electrical system(s) to ensure that the existing electrical infrastructure can support the installation of the new LED/LES lighting system

### **2.2 Electrical Engineering:**

- 2.2.1 Pending the results of the condition report the vendor is to provide the necessary design specification for an updated electrical distribution system for the power and control of the upgraded LED/LES lighting system

### **2.3 Lighting Design**

- 2.3.1 The lighting design consultant's services will encompass all phases of design and construction including participation in the final commissioning of the system which will also include training for any zoo staff that would potentially be responsible for operating the lighting system.
- 2.3.2 The vendor will be responsible for the design and layout of a new DMX based LED/LES lighting system to be coordinated with the client
- 2.3.3 The schematic design phase shall comprise of a series of tests and mock-ups to determine the ideal position and location and manufacturer specification
- 2.3.4 The design development phase shall provide the required quantity, layout, and manufacture specifications of luminaires for client procurement
- 2.3.5 All information shall be coordinated and approved by, by the client team
- 2.3.6 The design team will work with the Toronto Zoo to determine the amount and grade of DMX cabling required for the project should the Toronto Zoo seek to source the cabling independently
- 2.3.7 All luminaires shall be purchased by the Toronto Zoo and supplied to the awarded contractor for installation.
- 2.3.8 The client (Toronto Zoo) is also interested, if budget allows, for the design and proposal for additional concepts for creative and themed based lighting enhancements throughout the pavilion
- 2.3.9 The vendor will liaise with both Toronto Zoo staff to ensure all fixtures and lighting intensities do not exceed safe levels for the animal and plant collections
- 2.3.10 The vendor will ensure that any contractors working under their supervision adhere to the strict guidelines outlined by the Toronto Zoo when conducting any work on the zoo property

### **2.4 Control Design:**

- 2.4.1 The design and specification of a new DMX based control lighting system
  - 2.4.1.1 The control system should have astronomical scheduling capabilities
  - 2.4.1.2 The control system should have the ability to be manually controlled and

adjusted via a base station or customized GUI based application

- 2.4.1.3 The control system should have the ability to be accessed and controlled remotely via internal or external network (coordinated with the client {Toronto Zoo})

## **2.5 Installation of lighting fixtures/Luminaires**

- 2.5.1 The vendor will liaise with the Toronto Zoo to provide the required lighting for their proposed design, including Wattage and beam angles for the design. The fixtures will be purchased by the Toronto Zoo and supplied to the successful candidate of this bid for installation
- 2.5.2 It is the responsibility of the vendor to install all lighting provided by the Toronto Zoo based on the agreed upon design.
- 2.5.3 The vendor will be required to liaise with the Toronto Zoo to determine the time of when contracted staff will install the lighting to ensure it does not affect guest experience, compromise the safety of the animals within the pavilion or the safety of the contractors and zoo staff.
- 2.5.4 All equipment used for installing the lighting will be stored in a designated secured area (ladders, lifts, scaffolding, etc.) and it is the responsibility of the vendor to ensure all hoists, lifts and or elevating platforms are de-energized and safely isolated from the public.

### **3.0 CONTRACTOR RESPONSIBILITIES:**

- 3.1 Regular meetings/communication with the Toronto Zoo Project Team to review project status and to discuss issues that may arise during the project.
- 3.2 Provide samples, mock ups, etc. as required to the Project Team. A sample for the mud bank finish is required, prior to complete application. Sample is to be approved by the Toronto Zoo.
- 3.3 Provide product information, SDS sheets and colour samples to the Project Team prior to start of the work where applicable.
- 3.4 Provide the Zoo with a five (5) year warranty upon completion of the project.
- 3.5 Protect adjacent areas not included in the project. Any damage caused will be the responsibility of the contractor to rectify at no additional cost to the Zoo.
- 3.6 Clean the work area and remove all debris from site on a daily basis and make good any damage caused as a result of the work.
- 3.7 Secure the work site and provide construction signs and barriers to prevent injury to Zoo personnel and the public who will require access to the surrounding space during the work.
- 3.8 Create any applicable RFQs and/RFPs for subcontractors regarding electrical and fixture installation
- 3.9 Liaise with subcontractors and ensure installation and design schedules are maintained
- 3.10 Provide the Toronto Zoo with line drawings of all electrical and fixtures installations
- 3.11 Provide close out documents to Toronto Zoo management team
- 3.12 Provide the Toronto Zoo with up to five days of training on the new automation system.
- 3.13 All electric current required for the work shall be provided or furnished by the Contractor. All temporary connections for electricity shall be subject to the approval of the Owner. All temporary lines will be furnished, installed, connected, and maintained by the Contractor in a professional manner satisfactory to the Owner and shall be removed by the Contractor in like manner upon completion of the work.
- 3.14 Upon award of contract, Contractor is to finish all work, including clean up and demobilization by the completion date specified.
- 3.15 Submit all shop drawings for review and approval prior to start of fabrication. Review of shop drawings shall not mean that the Toronto Zoo approves detail design inherent in shop drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of his responsibility for errors or omissions in shop drawings or of his responsibility for meeting all requirements of the subcontract documents.
- 3.16 Submit close out documents as requested. Include warranties and "As built" drawings.

### **4.0 INSURANCE, INDEMNIFICATION AND POLICIES**

- 4.1 Professional liability insurance in the amount of \$1,000,000 (per claim) and \$2,000,000 general liability insurance in respect of injury or death to a single person or for property damage in a manner satisfactory to the CEO must be maintained through the Project and included in the Fee Proposal.
- 4.2 The Consultant hereby agrees that the Consultant will keep harmless and fully indemnify the Board, the City of Toronto, the Toronto and Region Conservation Authority, their employees, officers and agents against all actions and claims against all loss, liability, judgments, costs, demands or expenses which they or any of them may sustain as a result of the negligent or intentional acts or omissions of the Consultant, its agents, servants, employees or sub consultants or any of them, in the performance of

the Services, save and except and only to the extent that any such loss, liability, judgments, costs, demands or expenses are caused by the Board or those for whom at law it is responsible.

- 4.3 All insurance policies shall be endorsed to provide a minimum advance written notice of not less than thirty (30) days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made to the Chief Executive Officer.
- 4.4 The Consultant shall, as applicable, conform to and enforce strict compliance with the Occupational Health and Safety Act and for purposes of the Act be designated as the "constructor" for the Service.
- 4.5 The Consultant must adhere to all relevant Zoo policies, including, but not limited to, the Contractor Safety Policy, Working in the Vicinity of Animal Containments Policy and the Vehicles on Site Policy, copies of which the Chief Executive Officer, Toronto Zoo, shall supply to the Consultant.

## **5.0 PROPONENT SUBMISSION REQUIREMENTS**

- 5.1 Title page showing request for Proposal Proponent's name
- 5.2 Duly executed proposal form
- 5.3 Indicate the individual or incorporated name of the Proponent (i.e. the prime Consultant); address(es); telephone and fax number(s); and name of key contact person(s).
- 5.4 The Proponent must provide names and company information for all Sub-consultants required by Consultant.
- 5.5 State the scope and limits of responsibility of the Consultant and Sub-consultants named in the team. Retention of all specialized sub-consultants (e.g. architectural engineering, alternative/ green energy, quantity surveyor, etc.) necessary to complete all design stages and construction of the project is the responsibility of the Consultant.
- 5.6 Provide a schedule or chart of the proposed tasks, hours and the hourly rates for each person associated with this project.
- 5.7 The Proponent must confirm compliance with the Insurance and Indemnification provisions identified in Section 4.0.
- 5.8 Clearly indicate how project design and construction will be managed to conform to assigned project budgets, sub-consultants needed, construction timing, etc., if necessary.
- 5.9 Clearly articulate key personnel to be involved with the project and their responsibilities. Indicate the qualifications and experience (beyond a general resume), that each member will bring to the team and include a breakdown on the number of hours each will devote to the Project and their hourly billing rate. Indicate the total extent of availability of all team members throughout entire project period.
- 5.10 Provide the name, location, client reference and brief description of not more than five (5) similar projects under the direct responsibility of the persons or team named above.
- 5.11 Guarantee project start immediately following successful confirmation of award of project, and work to implementation and completion schedule.
- 5.12 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 Proposal can be submitted electronically by email in a PDF file, prior to the submission deadline to the following email address

[BIDS@torontozoo.ca](mailto: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 its Bid is received by the Submission Deadline in accordance with the requirements of this RFP. The receipt of Bids can be delayed due to a number of factors including "internet traffic", file transfer size and transmission speed. The Supplier should allow sufficient time to download, complete and upload, as applicable, the submission forms comprising its Bid and any attachments. A Bid will only be considered to be submitted once it has been received by the Toronto Zoo. The time of such receipt is reflected by the time received stamped by the Toronto Zoo's email application. Bids to be received to by **Wednesday 2022-04-06, 1200 hours (noon) local time**

## **6.0 PROPONENT FEE PROPOSAL**

- 6.1 On the Fee Proposal Form (Appendix I), All fees to be inclusive of all labour, tools, materials, and equipment necessary to complete the work, at the Toronto Zoo, as specified in the quotation documents, drawing s& specifications of this RFP package.
- 6.2 Provide hourly rates for other services which may be requested during completion of the project.
- 6.3 An upset limit for disbursements is required, including, but not limited to, reproduction, postage, courier, fax machine, long-distance telephone calls; printing of drawings and specifications, photographic production, approved Consultant travel, as required. Photocopies of receipts must be provided for disbursements.
- 6.4 Soil and topographical surveys, environmental testing, permits and application fees are not to be included in the Fee Proposal and will be reimbursed separately if required and approved in advance. Consultant to arrange these if required, as part of their work for the project.
- 6.5 A 10% holdback will apply to all fees, not including disbursements, to be released after 30 days following completion of construction.
- 6.6 Proposal prices shall remain in effect for a period of ninety (90) days from the proposal due date of **Wednesday, 2022-05-06**.
- 6.7 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.
- 6.8 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.

## 7.0 PROPOSAL EVALUATION AND SELECTION

- 7.1 The Proponent is urged to ensure that its Proposal is submitted in the most favourable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the Proposal from further consideration.
- 7.2 The Agreement will not be awarded to the Proposal with the lowest cost, but rather, award shall be based on an evaluation of the Consulting team's expertise, prior project experience, proposed methodology, and price. Additionally, the Zoo may accept or reject any part of the Proponent's bid.
- 7.3 An Evaluation Team comprised of representatives designated by the Zoo will evaluate responses to the RFP.

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

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

- 7.5 Step 1 – Initial Review of Responses

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

- 7.6 Step 2 – Evaluation of Submitted Proposals

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

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

- 7.6.2 The Zoo may, at its discretion, eliminate a Proposal from further

consideration if it deems the overall cost to be prohibitive.

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

#### 7.7 Step 3 – Evaluation of Presentations (If Required)

- 7.7.1 Invited Proponent(s) shall provide presentations in support of their Proposals or to demonstrate or otherwise expand on the information contained therein.
- 7.7.2 The Proponent(s) shall ensure that the presentation is made by well versed staff with the authority to make decisions and commitments on behalf of the Proponent.
- 7.7.3 Any and all costs incurred by the Proponent in order to prepare for and attend the presentation and/or demonstration including transportation, food, lodging, etc. shall be borne entirely by the Proponent.

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

<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>

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

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

## 8.0 SCHEDULE OF EVENTS

The following is a tentative schedule for the design and installation of the new lighting layout and automation of the Indo-Malaya pavilion. The final schedule will be developed jointly with the successful proponent in the first week of project execution:

<b>Pre-Award</b>	
Release of RFP	<b>2022-03-22</b>
Tentative site meeting	<b>2022-03-28</b>
Proponents' Question Deadline	<b>2022-03-31</b>
Submission Due	<b>2022-04-06</b>
Notification of Award By the Toronto Zoo	<b>Week of 2022-04-09</b>
<b>Post-Award</b>	
Preliminary Draft Design/Shop Drawings Due	<b>2022-05-06</b>
Final Design/Shop Drawings Due	<b>2021-05-20</b>

Construction Completion

**No Later Than 2022-12-23**

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.

## **9.0 PROPOSAL TERMS AND PROVISIONS**

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

### **9.1 Consultant's Liability and Indemnity**

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

The Consultant shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by his or her employees, or resulting from the prosecution of the Work, or any of their operations, or caused by reason of the existence of location or condition of the works, or of any materials, plant or machinery used thereon or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees to do or perform any or all of the several acts or things required to be done by him or them under and by these General Conditions, and covenants and agrees to hold the Board, the Toronto and Region Conservation Authority and the City of Toronto, their officers, agents, employees, Consultants and invitees harmless and indemnified for all such damages and claims for damage; and in case of the Consultant's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of the Work, the 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.

## 9.2 Incurred costs

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

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

9.3 The RFP does not constitute an offer or tender by the Toronto Zoo. Receipt of Proposals by the Toronto Zoo pursuant to this RFP or selection or notification confers no rights under any Proposal nor obligates the Toronto Zoo in any manner whatsoever.

## 9.4 Liability of Errors

While the Toronto Zoo has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Toronto Zoo, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposal.

## 9.5 Toronto Zoo Rights and Options Reserved:

The Toronto Zoo reserves the right to award the contract to any proponent who will best serve the interest of the Toronto Zoo. The Toronto Zoo reserves the right, in its sole discretion, to exercise the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP:

- (a) To reject any or all proposals.
- (b) To re-issue this RFP at any time prior to award of work.
- (c) To cancel this RFP with or without issuing another RFP.
- (d) To supplement, amend, substitute or otherwise modify this RFP at any time prior to the selection of one or more proponents for negotiation.
- (e) To accept or reject any or all of the items in any proposal and award the work in whole or in part.
- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements.
- (g) To permit or reject at the Toronto Zoo's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the proponents following proposal submission.
- (h) To request that some or all of the proponents modify proposals based upon the Toronto Zoo's review and evaluation.
- (i) To request additional or clarifying information or more detailed information from any Proponent at any time, before or after proposal submission, including information inadvertently omitted by the proponent.

## 9.6 Cancellation

Nothing herein shall be construed as giving the Proponent the right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to the Toronto Zoo; and in the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this agreement, the Proponent shall be paid only for the portion of the work which shall have been satisfactorily completed at the time of termination.

## **9.7 Termination Provisions**

Upon giving the Supplier not less than thirty (30) days' prior written notice, the Toronto Zoo may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the Toronto Zoo shall not incur any liability to the Supplier apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Supplier at the time of cancellation.

Failure of the Supplier to perform its obligations under the Agreement shall entitle the Toronto Zoo to terminate the Agreement upon ten (10) calendar days' written notice to the Supplier if a breach which is remediable is not rectified in that time. In the event of such termination, the Toronto Zoo shall not incur any liability to the Supplier apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Supplier at the time of termination.

All rights and remedies of the Toronto Zoo for any breach of the Supplier's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the Toronto Zoo under the Agreement or otherwise at law.

No delay or omission by the Toronto Zoo in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by the Supplier in performance of the Agreement shall be delivered to the Toronto Zoo in a clean and readable format.

## **1. Interest**

### **9.8 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:

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

### **9.9 Copyright:**

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

#### 9.10 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:

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

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

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

#### 9.11 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.

#### **9.12 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.

#### **9.13 Governing Law**

This RFP and any quotation submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario

**10.0 PROPOSAL FORM**

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

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

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

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

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

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

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

**NOTICE OF NO BID**
**INSTRUCTIONS:**

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

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

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

Other reasons or additional comments (please explain):

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

**APPENDIX 1 - FEE PROPOSAL FORM**

Having carefully read and examined the RFP Documents, having the authority to bind the corporation and having agreed to the terms and conditions set out in Section 2.0 of the RFP, the undersigned offers to complete the Work and to furnish all plant, tools, equipment, labour, products, material and supervision necessary therefor, to execute the Work, for the Bid Price specified below.

**(A) PRICE of *Bid Submission, which excludes HST is:***

\_\_\_\_\_   
In lawful money of Canada. (State in writing)

\$ \_\_\_\_\_   
(State in numbers)

**(B) PRICE of HST of (13 %) payable by the Owner to the Contractor  
DOLLARS**

\_\_\_\_\_   
In lawful money of Canada. (State in writing)

\$ \_\_\_\_\_   
(State in numbers)

**TOTAL Bid Submission which includes the Submission (A) and HST (B) price is:  
DOLLARS**

\_\_\_\_\_   
In lawful money of Canada. (State in writing)

\$ \_\_\_\_\_   
(State in numbers)

The sum of the amounts shown in the table below **MUST** equal the Appendix 1 - Fee Proposal Form stipulated in the space provided in the Request for Proposal which, for greater certainty, is the Bidders proposed Contract Price for a Contract to complete all of the Work.

**EVERY ROW OF THE BELOW TABLE MUST BE COMPLETED WITH A DOLLAR AMOUNT, EVEN IF THAT DOLLAR AMOUNT IS \$0.**

**TABLE 1 – Fees for Separately Priced Items**

DESCRIPTION	Price complete, excluding HST
To provide all labour, tools, materials and equipment necessary to complete the demolition and removal of all existing lighting in the Indo-Malayan Pavilion	\$
To provide all labour, tools, materials and equipment necessary to complete the installation of all infrastructure for the new lighting automation system.	\$
To provide all labour, tools, materials and equipment necessary to complete the installation and programming of the new Indo-pavilion lighting software to run the new lighting Automation system	\$
To provide all costs for any equipment required to the installation of the lighting or specialized contractors	\$
To provide all labour costs associated for the design, development and testing of the new lighting layout and automation system	\$
<b>HST</b>	
<b>Total</b>	

<b>COMMITMENT TO DELIVER</b>	<b>YES / NO (If no, please state alternative)</b>
Please confirm that you are able to complete the work by: Friday, 2021-12-23.	

<b>WARRANTY</b>	<b>Specify</b>
Please confirm five (5) year warranty upon completion of the project.	

Name of Firm :	
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**APPENDIX A – LIST OF SUB-CONTRACTOR**

The Bidder proposes to sublet the following portions of the Work to the persons, firms or corporations indicated. The Bidder (Contractor) 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.

<b>Work or services to be provided</b>	<b>Name and address of sub-contractor or person</b>	<b>Telephone</b>

Name of Bidder:

**APPENDIX B - 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:			

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

**APPENDIX C – 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.mcsc.gov.on.ca/mcsc/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."