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Chair
Councillor Paul Ainslie
Interim Chief Executive Officer
Robin D. Hale

2018-04-04

**REQUEST FOR PROPOSAL
ENERGY RETROFIT - ENERGY CONSERVATION
RFP 18 (2018-03)**

Toronto Zoo invites you to submit a written proposal to carry out an Energy Performance Contract of its facilities to improve energy efficiency and be an environmental steward. The improvements sought will reduce energy and water consumption, upgrade capital energy-related equipment, improve building operations and maintenance, save costs and upgrade physical infrastructure of the facilities to coincide with the Toronto Zoo's environmental and natural resources conservation platform.

Site Inspection: A project site inspection will be held **Wednesday, 2018-04-11, at 1300 hours (1:00p.m.)**. Meet at the Administrative Support Centre, enter at Gate A, 361A Old Finch Avenue, west of Meadowvale Road, Toronto, Ontario, M1B 5K7.

Due Date: 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 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). 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, 2018-04-26 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.

Yours truly,

Paul K. Whittam
Interim Director – Administrative Services

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1.0 INSTRUCTIONS

- 1.1 Ensure that you have received all **19** pages of the RFP package.
- 1.2 Complete ALL FORMS by due date and time received on or before **Thursday, 2018-04-26, 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 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 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. 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.
- 1.5 Proposals must not be submitted by facsimile or email.
- 1.6 Unless otherwise indicated herein, the prices stated are payable in Canadian Funds.
- 1.7 Show itemized cost of HST if applicable.
- 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 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
Fax: 416-392-6711
E-mail: pvasilopoulos@torontozoo.ca

For any technical queries concerning the specifications of this RFP, please contact:
Kyla Greenham, Curator of Conservation & Environment
E-mail: kgreenham@torontozoo.ca

2.0 DEFINITIONS

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

- 2.1.1 “**Board**” means the Board of Management of the Toronto Zoo;
- 2.1.2 “**COO**” means the Chief Operating Officer or designate of the Toronto Zoo;
- 2.1.3 “**Consultant**” means the person, partnership or corporation contracting with the Board to provide the required Services;
- 2.1.4 “**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;
- 2.1.5 “**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;
- 2.1.6 “**Cost Optimization Engineering**” means an engineering design resulting in the best financial business case in accordance with stated goals for the project design;
- 2.1.7 “**Deep-Dive**” refers to a project based on considering every possible energy efficiency measure and every applicable innovation in energy efficiency, clearly defining the priority of actions in order of immediate payback to long-term payback;
- 2.1.8 “**Detailed Concept Report**” will provide specific description of the proposed changes that will maximize the reduction of utility and operational costs through this project. The report will outline a description of existing equipment and systems, condition and operating methods, and will identify the anticipated strategies and detailed project scope of all the infrastructure improvement measures and anticipated savings;
- 2.1.9 “**Integrated Energy Performance Contracting (IEPC) Firm, Proponent or Bidder**” means a Proponent whose methodology is based on the Integrated Project Delivery model common to the industry;
- 2.1.10 “**Net Present Value (NPV)**” is a calculation which the selection committee will use to take into consideration the project savings, grants, payback period, incentives and overall value of the project.
- 2.1.11 “**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;
- 2.1.12 “**Proponent**” means an individual or company that submits or intends to submit, a proposal in response to this Request for Proposal;
- 2.1.13 “**Proposal Price**”, “**Contract**” and “**Contract Documents**” have the meanings set out therefore in clauses contained in these documents;
- 2.1.14 “**Request for Proposal (RFP)**” means the RFP document in its entirety, inclusive of any addenda that may be issued by the Toronto Zoo;

2.1.15 “**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;

2.1.16 “**Successful Proponent**” means the Preferred Proponent with whom the Board intends to negotiate an awarded Agreement.

3.0 BACKGROUND

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.

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.

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 Master Plan currently being completed 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 Plan

<http://www.torontozoo.com/ExploreTheZoo/Vision/>

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.

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.

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.

4.0 SCOPE OF PROJECT

Proposals are invited from IEPC Firms to carry out an Energy Performance Contract of its facilities. The Zoo is interested in entering into an agreement with a qualified IEPC Firm who has demonstrated ability to provide proactive and innovative solutions based on expert knowledge of Energy Conservation Measures (ECMs). The appropriate IEPC Firm has experience with other Zoo facilities. This is not limited to just technical aspects and measures but the appropriate Proponent also offers a mission

integrated approach and expertise in relating facility investments to overall stakeholder climate. Toronto Zoo seeks to satisfy the following objectives in an agreement resulting from this RFP:

4.1 Main Objectives:

- Select an IEPC Firm to develop the highest quality energy performance contracting solution.
- Implementation of the chosen solution components as recommended by the IEPC, at the discretion of the Toronto Zoo.

4.2 Proposed project designs should align with the following Core Goals:

- Energy Savings - 100% priority
- Animal and Plant Welfare – 100% priority
- Asset Renewal - 20% priority
- Environmental Sustainability and GhG Reductions - 80% priority
- Payback period – Range of 4 years to 6 years
- Project must be 100% self-funding through energy savings and grants

4.3 Tasks:

4.3.1 Energy Retrofit Study

- Identify in the project design guaranteed energy savings and infrastructure opportunities in a diverse selection of facilities that will result in a decrease in overall operating costs of the facilities.
- Recommend deferred maintenance and systems replacement in a selection of facilities as identified in the Detailed Concept Report.
- Design proven energy-efficient systems using extensive facility energy retrofit experience and professional project management skills.
- Continuously monitor all available municipal, provincial national incentive programs.
- Identify all available incentives and grants.
- Identify options and financial consulting to the Toronto Zoo for vendor financing of the energy performance contract and/or support.

4.3.2 Implementation of Energy Retrofit Project

- Cross-validate energy conservation measures with facility condition to assess the best strategies to address deferred maintenance.
- Acting as Toronto Zoo's agent, make all necessary applications for available incentive programs.
- Implement the deferred maintenance and systems replacement as outlined in the Detailed Concept Report and approved by the Toronto Zoo in a successful energy management program.
- Coordinate the work with others, including occupiers, HVAC and electrical contractors etc.
- Quality Assurance, Warranty and Commissioning of the project.
- Energy Performance Contract Guarantee for the project.
- Train and increase awareness of Zoo staff and visitors on matters related to energy conservation.
- Provide technical training to Zoo facilities staff.
- Monitor the performance of systems and guarantee energy savings for the duration of the energy performance contract guarantee.

- Work with Toronto Zoo’s Project Management Team concerning design criteria and benchmarks for new facility construction and future renovations creating a platform of sustainable energy efficient facilities.

4.3.3 Energy Conservation Measures Consideration

It is expected that, as a minimum, the following energy conservation techniques will be investigated by the IEPC Firm on an individual basis or in combination with other techniques, and implemented as Energy Conservation Measures (ECM) if deemed consumption effective by Toronto Zoo and the IEPC Firm:

- Integrated Energy Management Control Systems,
- Lighting Retrofits, Redesign and Controls,
- Steam, Hot Water and Chilled Water System Optimization,
- Boiler Plant Optimization,
- Air Distribution Optimization,
- Variable Speed Drives and/or Two-speed Drive,
- Heat Recovery,
- Water Conservation Strategies,
- Renewable Technologies, and
- Other measures

Any other measures proposed by the proponent will also be considered. All measures considered must utilize proven, readily and locally available technologies and result in verifiable energy savings. Equipment must be able to be serviced locally.

5.0 SUBMISSION REQUIREMENTS

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).

5.1 Provide the following information as part of their proposal in this order:

- 5.1.1 Cover letter
- 5.1.2 Table of Contents
- 5.1.3 Signed Proposal Submission Forms
- 5.1.4 Executive summary of proposal
- 5.1.5 Project at a glance of the project business case and environmental benefits
- 5.1.6 Corporate Profile
- 5.1.7 Qualifications
- 5.1.8 Team Expertise
- 5.1.9 Minimum of three (3) References
- 5.1.10 Project Methodology and Approach
- 5.1.11 Proposed Project and Schedule
- 5.1.12 Financial Summary and cost proposal
- 5.1.13 Details on the performance contract guarantee
- 5.1.14 Details on the commissioning plan
- 5.1.15 Details on the Monitoring and Verification

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.

5.2 **Mandatory Requirements**

The Mandatory Requirements listed below will be evaluated on a simple pass or fail (i.e. compliant or noncompliant) basis. Proposals which fail to meet any of the Mandatory Requirements will be deemed non-compliant and will be given no further consideration.

Proposals **MUST** demonstrate compliance with all of the following Mandatory Requirements and **MUST** include the necessary documentation in the General Requirements, as appropriate, to support compliance.

- a) **Mandatory Requirement # 1:** Proponent **MUST** provide 5 project references for Energy Savings Performance Contract projects undertaken or completed in Canada or the USA, in the last 3 years, each having a capital retrofit value of \$1,000,000 or greater.
- b) **Mandatory Requirement # 2:** Proponent **MUST** provide details on financial support of the energy guarantee and their ability to underwrite the guarantee. Third party financing will not be considered.
- c) **Mandatory Requirement # 3:** Proponent **MUST** attend a mandatory guided tour of facility and site visit. Necessary information regarding the Zoo facilities will be distributed and Proponents will be given the opportunity to ask questions and seek additional information.
- d) **Mandatory Requirement # 4:** Proponent **MUST** provide a post project consultant to coordinate with Zoo facilities staff to ensure optimal operations of the systems to achieve guaranteed savings.

5.3 **Agents/Subcontractors**

The Proponent shall indicate whether the Proponent intends to use agents or subcontractors to perform the services outlined in the Agreement and shall provide details on who they are and the service(s) the agent/subcontractor shall perform. All agents/subcontractors for the primary Proponent shall identify that their COR is “In the Process”, “Audit Pending” or “Certificate of Recognition”. The successful Proponent shall remain responsible for the performance of the Agreement notwithstanding its use of agents or subcontractors as approved by the Toronto Zoo.

If the Proponent is not using agents or subcontractors on this RFP, the Proponent should respond by stating not applicable.

6.0 **SCHEDULE OF EVENTS:**

The following is a tentative schedule for the Energy Retrofit process.

Pre-Award	
Release of RFP	2018-04-05
Mandatory guided tour of facility and site visit	2018-04-11

Proponents' Question Deadline	2018-04-16
Submission Due	2018-04-26
IEPC Firm presentations (as required)	Week of 2018-05-07
Selection of Successful Proponent, issuance of a purchase order or agreement to carry out the detailed Concept Report	Week of 2018-05-14
Post-Award	
Kick Off Meeting	Week of 2018-05-21

The RFP process and project will be governed according to the above schedule or other schedule provided by the Consultant and 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.

7.0 PROPOSAL EVALUATION CRITERIA

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 a combination of related expertise, prior project experience and price. Additionally, the Zoo may accept or reject any part of the Proponent's bid. Proponents are not required to calculate their own NPV, however it should be known that the best overall NPV as opposed to the lowest price will earn the highest score on the financial aspects of the selection criteria.

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:

Question	Weight %
Mandatory Requirements	Comply or Non-comply
1. History, Corporate Organization and Track Record	35%

2. Technical Qualifications and Approach	40%
3. Financial	25%
Total	100%

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:

Evaluation	Score
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)
Total maximum score excluding Presentation	100
Total maximum score including Presentation	150

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 CONTRACT REQUIREMENTS

8.1 Contract Form

The Successful Proponent shall be retained through the issuance of a purchase order or an agreement, which shall include the terms and conditions of this Request for Proposal.

9.0 TERMS AND CONDITIONS

9.1 Form of Agreement

Subject to Section 9.3 Negotiations with Proponents, the Toronto Zoo will authorize the successful Proponent with a purchase order or agreement, to proceed to the next step in the process – the development of a Detailed Concept Report to develop the scope, business case and benefits for the Toronto Zoo. Upon completion of the report, the Toronto Zoo will determine whether they want to

proceed to the implementation phase and guarantee phase. Should the Toronto Zoo elect to proceed they will negotiate and sign a performance contract.

9.2 Notice

Toronto Zoo shall notify the successful Proponent that it has been selected to enter into discussions to finalize the Agreement(s).

9.3 Negotiations with Proponents

After the selection of the successful Proponent(s), if any, the Toronto Zoo may finalize the terms and conditions of the Agreement with the Proponent(s) and,

- a) prior to making the award, Toronto Zoo shall have the option of entering into an agreement, on terms satisfactory to Toronto Zoo, as an interim measure;
- b) may, in its sole discretion, negotiate changes, amendments, or modifications to the Proponent's Proposal or to the Preferred Terms;
- c) based on the different Toronto Zoo requirements and the various Proponent's Proposals received, negotiations with multiple Proponents may be undertaken in accordance with this Section 9.3 Negotiations with Proponents;
- d) the entering into negotiations with a Proponent does not give rise to any obligation on the part of the Toronto Zoo to enter into negotiations with any other Proponent or Proponents; and
- e) the commencement or continuation of negotiations does not create any contractual obligation between the Toronto Zoo and any Proponent who may attend or participate in such negotiations.

9.4 Award

The Toronto Zoo reserves the right to award all or any part of the work set out in this RFP or to accept all or part of a Proposal that provides the best overall value to the Toronto Zoo, in accordance with the terms, conditions, and Mandatory and General Requirements in this RFP.

Toronto Zoo reserves the right to reject any or all Proposals. In addition, the Toronto Zoo is not obligated to award an Agreement to any Proponent, even if one or any of the Proponents are evaluated as qualified. Without limiting the generality of the above, the Toronto Zoo will not be obligated to award an Agreement if:

- a) in the sole discretion of the Toronto Zoo, they determine that it would be in the Toronto Zoo's best interest not to award an Agreement;
- b) only one Proponent bids;
- c) the successful Proponent fails to enter into an Agreement in accordance with ARTICLE 9 TERMS AND CONDITIONS;
- d) the Proponent fails to obtain any of the permits, licenses, consults, or authorizations required pursuant to this RFP.

9.5 The Detailed Concept Report

The Toronto Zoo may, at its discretion, enter into a contract (as negotiated) with the IEPC if the financial payback (expressed in simple payback years) in the Detailed Concept Report is less than or equal to a simple payback up to 6 years. The financial payback will be determined by the Toronto Zoo. The simple payback will be calculated by total net project cost divided by total savings (cost will be net less grants available).

The Detailed Concept Report for the facilities will list all opportunities to reduce utility and operational costs, as well as make infrastructure improvements to various facilities within the Toronto Zoo. The Detailed Concept Report will outline a description of existing equipment and

systems, condition and operating methods, and will identify the anticipated strategies and detailed project scope of all Infrastructure Improvement Measures (IIM).

The Detailed Concept Report will outline anticipated savings calculations and project costs. The Detailed Concept Report shall also include a utility analysis that separates energy use into weather sensitive and non-weather sensitive components using regression analysis. Graphs of all utility accounts against Degree-Days for each billing period will be included in the report.

This payback period shall form the basis of the contract in that the IEPC will guarantee that all costs of the program will be supported by savings and pay back the project within the stipulated guarantee period. The Detailed Concept Report must be co-developed and signed by the Toronto Zoo, signifying acceptance of the proposed scope of work and acknowledgement of savings prior to implementation. Throughout the development of the Detailed Concept Report, the IEPC still remains the “engineers of record” of the document and shall be bound to this document under law.

The cost of the project will be based on industry accepted markup schedules. The IEPC must demonstrate that the mark ups and engineering rates have been accepted and used successfully on another public sector customer project in Canada. The cost estimates will be co-developed by the Toronto Zoo and the Proponent and once final estimating is complete, these project costs will be considered final, capped and guaranteed by the Proponent. The engineering rates will be reflective of the rates as recommended by the governing professional engineering association in Ontario.

Three Potential Outcomes of the Purchase Order or Agreement

1. Should the IEPC meet the simple payback criteria of the agreement, then the Toronto Zoo and the IEPC may enter into the performance contract to proceed with the project.
2. Should the IEPC fail to meet the simple payback criteria of the agreement, then the Toronto Zoo has no obligation to proceed any further or pay for the development of the Detailed Concept Report.
3. Should the IEPC meet the simply payback criteria of the agreement and the Toronto Zoo choose to cancel the project, then the Toronto Zoo is responsible to pay for the Detailed Concept Report as outlined in the Agreement. The Toronto Zoo will own the Detailed Concept Report.

9.6 Agreement not Reached

In the event that the successful Proponent fails or refuses to enter into or execute the Agreement within fourteen (14) calendar days of notification to the Proponent, the Toronto Zoo reserves the right to:

- a) extend the period for signing the Agreement;
- b) exclude the Proponent’s Proposal from further consideration and to negotiate a final agreement with another Proponent without becoming obligated to offer to negotiate with all Proponents; and
- c) exercise any other applicable right set out in this RFP including but not limited to cancelling this RFP or issuing a new RFP for the same or similar work or equipment.

9.7 Insurance and Policies

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

9.7.2 The Consultant shall be required to arrange, pay for and maintain in force at all times at the Consultant’s expense such comprehensive policies of insurance as applicable to

persons undertaking the Work, including liability and professional liability (errors and omissions) coverage which are to be written in amounts, with deductible limits and terms that shall be subject to the approval of the COO at all times.

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

Provide minimum \$2,000,000 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.

- 9.7.3 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 Operating Officer.

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 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.

9.8 **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.

9.9 **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.

9.10 **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)

9.11 **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.

9.12 **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.

9.13 **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.

9.14 **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.

9.15 **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.

9.16 **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

9.17 Guarantee 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.

9.18 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.

9.19 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.

9.20 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.

9.21 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.

9.22 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 Toronto Zoo and the Proponent shall have no rights of sale or production other than the use for personal promotion of the author.

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.

9.23 **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.

9.24 **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.

9.25 **Co-ordination of Work**

The proponent shall co-ordinate all work with the Toronto Zoo and its representative to ensure co-ordination and timely execution of service.

9.26 **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

9.27 **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.

10.0 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.

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

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

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.

Proponent Name

RFP 18 (2018-03)- Energy Retrofit - Energy Conservation
Closing: Thursday, 2018-04-26, 12:00 hours (noon) local time

TO BE RETURNED TO

TORONTO ZOO
C/O 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.

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"/>	

<u>Other reasons or additional comments (please explain):</u>

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