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Request for Proposal (RFP) for HOLIDAY MAGIC LIGHTING

RFP No: 002-2025

RFP Issue Date: Friday, January 17th, 2025

The Chicago Zoological Society – Brookfield Zoo Chicago (BZC) is soliciting proposals from qualified companies to design and implement unique and captivating lighting for its annual holiday lighting event, Holiday Magic.

This document outlines the Society’s guidelines for your responses.

If you require clarifications or have specific questions regarding any information contained in this RFP (e.g. Scope of Work), please submit your questions in writing via email to the email address referenced below. **All question(s) must be submitted in writing no later than 5:00pm CST on Friday, January 24, 2025.** Please include the RFP No. noted above in your email.

Purchasing@brookfieldzoo.org

The Proposal must be submitted no later than 5:00pm CST on Friday, February 14, 2025, in electronic format to the following email address:

Purchasing@brookfieldzoo.org

If you would like to set up an appointment for an onsite visit of the buildings and grounds for a more accurate proposal, please reach out to the following email to schedule an appointment:

Purchasing@brookfieldzoo.org

As Chicagoland’s longest-running holiday lights festival, Holiday Magic has been a cherished tradition for over 40 years, drawing guests into a dazzling winter wonderland illuminated by more than 2 million LED lights. The event features glowing pathways, festive decorations, and enchanting displays that create unforgettable memories for families and friends.

Holiday Magic is Brookfield Zoo Chicago’s primary winter attendance driver, attracting nearly 200,000 visitors over a 30-day period and bolstering seasonal attendance as the second largest peak period of the year, behind summer (Memorial Day to Labor Day). Proposals should



prioritize innovative and visually stunning lighting designs that captivate guests and maximize attendance by delivering seasonal joy and wonder.

The event takes place on the following dates:

- November 15 (Reindeer Run)
- November 20, 2025 (Holiday Magic Sip & Stroll)
- November 21-23, 28-30 (Holiday Magic)
- December 4-7, 11-14, 18-21, 26-31 (Holiday Magic)
- January 1-4 (Holiday Magic)

Target Audience Description

Holiday Magic serves multiple audiences and understanding their needs is critical to the RFP. The primary target audiences are guests who pay for tickets, members who receive complimentary access with their membership (83% attendance makeup), families and children (over 64% of the visitors bring children), reporters who feature the event on the news and social media, community groups (senior bus tours, caroling by local groups), influencers, donors, trustees, and Education (school groups, field trips, learning programs, etc).

Project Objectives

The primary objectives for the Holiday Magic lighting installation are:

- **Drive Attendance:** Achieve or exceed attendance goals for the event.
- **Experience Enhancement:** Offer guests engaging elements beyond passive lighting, such as interactive displays or participatory activities, to elevate the visit and create memorable experiences.
- **Further Our Mission:** Help drive conservation leadership by connecting people with wildlife and nature in a unique way through lights
- **Fulfill Scope of Work:** Meet all requirements outlined in this RFP.
- **Create Unique Experiences:** Design new themed lighting installations that surprise and delight guests.

Metrics for Success

To measure success of the partnership the following Key Performance Indicators (KPIs) will be used:

1. Deliver 180,025-196,775 in attendance.
2. Increase event satisfaction rating (satisfied to very satisfied) from 68% to 72% YoY.
3. Ensure operational excellence by completing the event on time, on budget, and incident-free, while maintaining an "always on" experience during the ticketed period.

Organizational Overview

The Chicago Zoological Society – Brookfield Zoo Chicago (BZC) is a private nonprofit

organization that operates Brookfield Zoo on land owned by the Forest Preserve District of Cook County. Opened to the public in 1934, Brookfield Zoo has been a Chicago-area treasure and family destination for more than 75 years. Brookfield Zoo Chicago is the largest suburban attraction in Cook County, both in size and visitation. The 235-acre Zoo annually serves over two million visitors from the diverse Chicago metropolitan area. The zoo is open 363 days a year. On an average day, more than 11,000 people visit during the Zoo's peak attendance season in the summer months.

Brookfield Zoo Chicago's mission is to inspire conservation leadership by connecting people with wildlife and nature. We strive to provide people of all ages and backgrounds with opportunities to learn about and care for the natural world. When it first opened, Brookfield Zoo was considered "cutting edge" for its bar-less enclosures. One of the first zoos to employ nutritionists, pathologists, veterinarians, geneticists, endocrinologists, and behavioral specialists, we continue in a tradition of innovation.

Scope of Work/Deliverables/Required Response Format

The Scope of Work, Required Deliverable Work Product(s), and Format Requirements for your proposal can be found in the accompanying Attachment A to this RFP.

Timeline

- **RFP Distributed:** Friday, January 17, 2025
- **Vendor Questions Due:** Friday, January 24, 2025
 - Please note, late questions will not be answered but all answered questions will be shared with all participants simultaneously
- **Responses to Vendor Questions Issued:** Friday, January 31, 2025
- **Proposal Submission Deadline:** Friday, February 14, 2025
 - Proposals submitted after this deadline will not be accepted
- **Proposal Review and Shortlisting:** February 17 – February 21, 2025
- **Vendor Presentations (if applicable):** February 24 – February 28, 2025
 - In-person presentations are required
- **Vendor Selection and Notification:** Friday, March 7, 2025
- **Contract Submission:** Friday, March 14
- **Contract Revisions:** March 17 – March 21, 2025
- **Contract Finalization:** Friday, March 28, 2025
- **Contract Dates:** April 1, 2025 – January 4, 2026
- **Holiday Magic Installation Deadline:** Monday, November 10, 2025

Vendor Information

As part of your RFP response, please include a description and background of your company on the accompanying Attachment B – Contractor Information Statement. Provide any additional

information relevant to this RFP and about your business that the Society should know to assist us in making our selection; in other words, what differentiates your business from that of other respondents?

Please provide three references as indicated in Attachment C.

Selection Criteria

Proposals received will be reviewed and evaluated based upon the following selection criteria, in order of importance:

- Understanding of Brookfield Zoo Chicago's objective and goals
- Ability to meet deadlines and scope requirements.
- Innovative and engaging design concepts.
- Transparent and cost-effective pricing.
- Availability of onsite support during event nights.
- Adherence to accessibility, compliance, and safety standards.
- Use of energy-efficient and sustainable practices.
- Proven experience with similar projects and quality of previous work.

BZC Reservation of Rights

BZC reserves the right to reject any or all proposals, without explanation, to waive irregularities, and to accept a proposal, which in BZC sole judgment, is in BZC best interests.

MBE/WBE/DBE/8(a)

Brookfield Zoo Chicago is committed to ensuring that certified minority-owned business enterprises (MBE's), women-owned business enterprises (WBE's), disadvantaged business enterprises (DBE's), and U.S. Small Business Administration 8(a)-certified (8(a)'s) firms are afforded opportunities to compete for and participate in the Brookfield Zoo Chicago's purchasing activities. If your company is certified as an MBE, WBE, DBE or 8(a) company, please send your current certification with your response to this RFP.

INDEPENDENT CONTRACTORS AGREEMENT

The selected organization is expected to execute the BZC standard Independent Contractors Agreement to formalize our business arrangement. A copy of which is included in this RFP for your review and is referenced as Attachment D. If upon completion of your review, you take exception or have concerns about any portion of this Agreement, please note your concerns on a separate sheet in your response to this RFP. Please reference the paragraph heading and page number in the Agreement when noting your concerns. If BZC does not receive any documentation of your concerns, BZC will interpret this as your acceptance and willingness to utilize the BZC standard Independent Contractors Agreement.



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CZS RFP – HOLIDAY MAGIC LIGHTING

Attachment A

Scope of Work, Deliverables, Required Response Format

Scope of Work

1. Design and Concept Development

- a. Create energy-efficient LED lighting designs that enhance pathways, displays, and key focal points, including exterior and minor interior areas, see list in appendix A and visuals in appendix B.
- b. Develop a minimum of five experience lighting areas with a finalized concept agreed upon by April 25, 2025.
- c. Integrate music into lighting displays where appropriate, ensuring synchronization for a cohesive guest experience.
- d. Propose interactive or technology-integrated installations that allow guests to actively engage with the displays, moving beyond passive observation to create a participatory experience.
- e. Highlight elements in your proposal that are unique to Brookfield Zoo Chicago (BZC) and differentiate this event from other Chicagoland holiday light offerings. Ensure these features are clearly tagged or called out in your submission.

2. Installation and Setup

- a. Exterior and interior (minor) lighting of zoo buildings, appendix A.
- b. Install all lighting and necessary cabling, ensuring all connections comply with electrical and safety standards:
 - i. All fixtures, power cables, timers, and related equipment must be rated for outdoor use and meet Cook County Electrical Code standards.
 - ii. Use twelve-gauge, exterior-grade, outdoor rated, grounded extension cords.
 - iii. Wrap all electrical connections and cord ends in electrical tape or cover them with a manufactured device designed for this purpose. Ensure all electrical connections are moisture-proof and compliant with safety standards.
 - iv. Prohibited items include add-a-taps, vampire plugs, lamp cord, cord splices, or alterations to any UL-listed device.
 - v. All light strings must be LED, part of a manufactured system, UL-listed, and either grounded or include an inline fuse.



- vi. All electrical strings/devices must be plugged directly into an outlet or only one extension cord may connect a light string/device to an outlet; multiple cords are not allowed. Power sources are often located far from lighting installations; 50– 100-foot cables may be required.
- vii. Ensure all electrical strings/devices are under 20 amps combined when connected to exterior GFCI duplex outlets.
- viii. Cable ramps and/or management systems must be provided where necessary.
- ix. Any truss sections used must be covered to prevent climbing.
- c. Provide sound equipment, including speakers and cabling, if required.
- d. Complete the installation of all lighting by November 10, 2025.
- e. Ensure all contractors are registered with Cook County and comply with OSHA, Cook County, and Illinois State Codes.
- f. See Appendix C for delivery or set up guidelines

3. Compliance and Safety

- a. Adhere to ADA accessibility standards and best practices.
- b. Follow all Cook County electrical guidelines and schedule inspections by the Zoo's Supervising Electrician and Cook County Electrical Inspector before the event.
- c. Correct any items noted during inspections and ensure compliance with local, state, and federal regulations.

4. Onsite Support and Maintenance

- a. Assign a technician onsite every night during Reindeer Run, Sip & Stroll, Holiday Magic to address operational issues and provide prompt repairs as needed.
- b. Spare or replacement fixtures must be available on-site for immediate repairs or replacements.

5. Post-Event Removal and Restoration

- a. Dismantle all lighting, cabling, and equipment after January 4, 2026.
- b. Restore all areas to their original condition, leaving no trace of the installations.

6. Cost Transparency

- a. Provide a detailed, itemized cost breakdown covering all aspects of the project, including design, materials, installation, and maintenance.

7. Sustainability

- a. Utilize energy-efficient LED lighting and prioritize sustainable practices in all aspects of the project.

8. Additional Specifications

- a. Contractors are responsible for their own tools, materials, equipment, fuel, labor, etc., unless otherwise noted in the contract. This includes the necessary power, extension and data cables for each installation area as well as sound equipment and speakers.
- b. The vendor is responsible for all mounting solutions. Most fixtures are mounted on trees or wooden fences, which must not be damaged or drilled into during installation.
- c. Follow the zoo's guidelines for set up and delivery, appendix c.
- d. Assume each action requires 1x or 2x LED pars.

Required Response Format

Proposals must include the following, organized in this order, and submitted in PowerPoint or PDF format.

1. Company Overview

- a. Company name, history, and address.
- b. Key personnel assigned to the project.

2. Project Timeline

- a. A detailed timeline that includes key milestones for design, installation, inspections, and removal.
- b. Bulleted plan for team communication with the zoo.

3. Design and Concept Development

- a. Organized into three categories (see appendix A for details and appendix B for visuals):
 - i. **Park Lighting:** General installations for aesthetic and functional purposes.
 - ii. **Experience Lighting:** Large-scale displays enhancing guest experiences, including a minimum of five concepts. Required areas include East Mall and Roosevelt Fountain.
 - iii. **Light Structures:** Stand-alone large-scale installations (e.g., gingerbread house, orb, giant snowman).

4. Cost

- a. Itemized cost breakdown for design, materials, sound equipment, installation, maintenance, and removal.
- b. Provide both a 1-year itemized cost breakdown and a 3-year itemized cost breakdown for consideration.

5. Scope of Work

- a. Statement confirming compliance with the outlined scope of work and possession of necessary tools and permissions.

- b. Describe the onsite support you will provide, including the availability of technicians during event nights, response times, and resolution processes for operational issues.
- c. Commitment to completing all work by November 10, 2025.
- d. Explain how you will dismantle, remove, and restore all equipment to their original condition after the event concludes.
- e. Highlight specific strengths or unique offerings of your business that distinguish you from competitors

6. Sustainability

- a. Approach to incorporating energy-efficient LED lighting and sustainable practices.

7. Examples of Previous Work

- a. At least three examples of similar projects (e.g., for non-profits, zoos, museums, attractions).
- b. Include visuals, project descriptions, and client references.
- c. Highlight attendance results versus project goals, if applicable.



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CZS RFP – HOLIDAY MAGIC LIGHTING
Attachment B
CONTRACTOR INFORMATION STATEMENT

Submitted By:

Firm: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone: _____

Has your organization performed any work with the Chicago Zoological Society previously? (Please Check) Yes _____ No _____

If Yes, please list CZS Contact Person(s) _____

If "Yes", Please list Project: _____

How did you hear about this Request for Proposal? (Please Check)
CZS Website _____ Cook County Website _____ Direct Bid _____

Type of Organization: (Please Check)

Corporation ____ Partnership ____ Individual ____ Other ____ (Please provide explanation below)

Certified Minority Business Enterprise* _____
Certified Women Owned Business Enterprise* _____
Certified Disadvantaged Business Enterprise* _____
Certified U.S. Small Business Administration 8(a) Firm* _____



*Please attach a copy of current Letter of Certification to this RFP.

Years in Business: _____

Number of Employees: _____

Membership/Affiliation in Professional Organizations
(Please List Below)

Other:



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CZS RFP - HOLIDAY MAGIC LIGHTING

Attachment C

Reference Statement

Reference 1:

Company: _____
Contact Person at Company/Title: _____
Telephone: _____ Email: _____
Company Address: _____
Project Name: _____
Project Description: _____
Project Value:\$ _____ Project Manager: _____

Reference 2:

Company: _____
Contact Person at Company/Title: _____
Telephone: _____ E-mail: _____
Company Address: _____
Project Name: _____
Project Description: _____
Project Value:\$ _____ Project Manager: _____

Reference 3:

Company: _____
Contact Person at Company/Title: _____
Telephone: _____ E-mail: _____
Company Address: _____
Project Name: _____
Project Description: _____
Project Value:\$ _____ Project Manager: _____



CZS RFP – Attachment D

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement"), dated [Click here to enter a date](#), is between The Chicago Zoological Society (d/b/a “Brookfield Zoo Chicago”) with a mailing address of 3300 Golf Road, Brookfield, IL 60513 and [Click here to enter Name](#), [Click here to enter Address](#), (the “Contractor”).

The parties agree to the following:

1.0 DUTIES

1.1 Duties of Contractor

Contractor will perform the services as reflected in Attachment A, which is herein incorporated by reference.

1.2 Time to be Devoted to Performance of Services

Unless terminated according to the terms contained herein, the term of this Agreement shall commence on [Click here to enter a Contract Starting Date](#) and shall end on [Click here to enter a Contract Ending Date](#). Contractor will complete performance of the Services on or before [Click here to enter a Completion Date](#).

1.3 General

(a) Contractor retains the sole right to control and direct the manner in which the Services are performed and to determine the employees, independent contractors, subcontractors, agents and other individuals who will perform the Services on its behalf pursuant to this Agreement (“Contractor representatives”). Notwithstanding the foregoing, Brookfield Zoo Chicago retains the right to inspect the Services, stop work, prescribe alterations, and monitor Contractor's performance to ensure that the Services are performed in accordance and consistent with this Agreement. Contractor acknowledges that Brookfield Zoo Chicago’s primary business is the operation of a zoological park and that one of its primary concerns is the safety of the animals and people at the zoo, both employees and visitors; Contractor further acknowledges that Brookfield Zoo Chicago strives to maintain the good will of its patrons and the public in general and further agrees that Contractor will do nothing that will have an adverse impact on Brookfield Zoo Chicago’s mission, its collection of animals, its employees, or endanger the public in any way.

(b) Contractor represents and warrants that it will perform all Services under this Agreement in accordance with standard industry practices applicable to such Services, and in accordance with all applicable Laws.

(c) Contractor hereby gives permission to Brookfield Zoo Chicago, its agents, successors, and assigns, to use Contractor's and Contractor's representatives' images (still photo, audio, and video recordings) of any performance of Services for Brookfield Zoo Chicago in conjunction with any Brookfield Zoo Chicago production, advertisement, promotion, or for other related purposes.

(d) Contractor hereby assigns all rights, title, interest, copyright, and any renewal rights to Brookfield Zoo Chicago for any work produced or created by Contractor or any Contractor representative in performance of the Services.

(e) Contractor agrees not to recruit or hire any employee of Brookfield Zoo Chicago during the period of the Agreement or within one (1) year following the effective termination date of the Agreement.

(f) The Contractor agrees to comply with all applicable federal, state, and municipal laws, rules, and regulations prohibiting workplace discrimination based on race, color, religion sex, national origin, disability, sexual orientation, or any other applicable legally protected status, as well as laws, rules, and regulations relating to individuals with disabilities for places of public accommodation. The Contractor further agrees that if any of the Contractor's employees, independent contractors, subcontractors, agents, or other individuals who will perform the Services will be directly interacting with the public, Contractor will provide training in equal employment, anti-discrimination, and accommodations for persons with disabilities to all Contractor employees, independent contractors, subcontractors, agents, and other individuals who will perform the Services.

(g) Contractor agrees not to assign to Brookfield Zoo Chicago any Contractor representative whose background information indicates he or she could reasonably pose a risk to the reputation of Brookfield Zoo Chicago or a threat to the safety of its staff, animals, or visitors. In fulfillment of this commitment, Contractor shall conduct a thorough county and national criminal background check and a check of the national sex offender registry for all addresses, states and counties within which any Contractor representative has resided during the seven years prior to such assignment and assess the results to determine whether such Contractor's representative's record would disqualify him or her from assignment to the Society under the terms of this provision based on the job to be performed.

Contractor agrees to provide proof of compliance with this provision by Contractor or any subcontractor, agent, or other individual or entity upon request of Brookfield Zoo Chicago, providing a copy of invoice(s) billed by the background check firm confirming the Contractor Representative's name and date and type(s) of background check(s) conducted. Contractor agrees to comply and to have all Contractor representatives comply with all applicable Laws regarding the collection and use of any background information. Contractor further agrees to defend, indemnify and hold harmless Brookfield Zoo Chicago from and against any costs, losses, claims, suits, proceedings, damages or liabilities to which it may be or become subject (including, without limitation, reimbursement for any legal and other expenses incurred by Brookfield Zoo Chicago) in connection with the investigation and defense of any such costs, losses, claims, suits, proceedings, damages or liabilities) that arise out of or are based upon or relate to Contractor's failure to comply with its obligations under this Section 1.3(g).

(h) Brookfield Zoo Chicago is licensed for any music included in the Broadcast Music, Inc. (BMI) database of licensed music and the American Society of Composers, Authors and Publishers (ASCAP) database of licensed music. If applicable, the contractor will only play music which is included in the BMI or ASCAP database of licensed music.

2.0 COMPENSATION

2.1 Contractor Fees

In consideration of performance of the Services, Brookfield Zoo Chicago shall pay Contractor fees referenced in Attachment B.

2.2 Supplies and Equipment

Contractor shall provide, at Contractor's sole cost and expense, all supplies and equipment necessary to perform the Services except for:

[Click here to enter description of any supplies or equipment to be provided by the Zoo.](#)

2.3. Expenses

Contractor will be solely responsible for the payment of all expenses incurred by Contractor in performing the Services, unless otherwise specifically agreed to by the parties in writing.

3.0 INVOICE SUBMISSION

In order to receive payment pursuant to Paragraph 2.1 above, Contractor shall submit a detailed, itemized, and signed invoice on a [Click here to enter an invoice period.](#) basis, as appropriate. Such invoices shall, at a minimum, list: (a) the date(s) the Services were performed, (b) time spent in completing the Services and c) a description of the specific Services performed. All invoices for payment under this Agreement must be submitted no later than fifteen (15) days following the month in which the Services billed were performed.

4.0 TERMINATION OF AGREEMENT

4.1. Automatic Termination

This Agreement and the parties' obligations hereunder shall terminate upon Contractor's satisfactory completion of the Services and receipt of payment for such Services or on the expiration date set forth in Paragraph 1.2, whichever is earlier.

4.2. Termination by Notice

Either Party may terminate this Agreement at any time, with or without cause, by providing the other Party with written notice of termination. For termination without cause, either Party shall deliver written notice to the other Party at least fifteen (15) days prior to the effective date of such termination and Brookfield Zoo Chicago shall pay Contractor all monies due under this Agreement for services rendered up to the date of termination. If either Party fails to perform any Services or fails to perform Services in a timely and/or satisfactory manner the other Party may terminate this Agreement effective upon written notice. In the event of a termination pursuant to this Paragraph 4.2, with or without cause, the obligations of both parties under this Agreement shall terminate (unless expressly stated otherwise); provided, Contractor shall be obligated to return to Brookfield Zoo Chicago any prepayment amounts delivered to

Contractor that are applicable to time periods after the termination date.

5.0. RELATIONSHIP OF PARTIES

Brookfield Zoo Chicago and Contractor agree that Contractor is retained and shall act at all times as an independent contractor and is not an employee or agent of Brookfield Zoo Chicago. Nothing in this Agreement is intended, nor shall be construed to create or constitute, an employment, agency, joint venture, partnership, or other relationship between Brookfield Zoo Chicago and Contractor or any of Contractor's agents, employees, or subcontractors. Accordingly, Contractor shall be responsible for payment of all taxes, licenses, fees, and/or any required legal reporting arising out of Contractor's activities and receipt of fees pursuant to this Agreement, including but not limited to federal and state income tax, Social Security tax, unemployment insurance taxes, workers' compensation insurance, and other taxes, business license fees, and/or reporting as required.

6.0 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

6.1 Confidential Information

Contractor acknowledges and agrees that, during the course of performing the Services, Contractor and Contractor's employees, agents and representatives may have access to or learn confidential information concerning Brookfield Zoo Chicago which is not generally known by or available to the public and that the Zoo would suffer damages and, in some instances, irreparable harm, if such Confidential Information were subject to unauthorized use or disclosure. For purposes of the Agreement, Confidential Information includes, but is not limited to data, materials, files, correspondence, plans, designs, and ideas of Brookfield Zoo Chicago, membership and donor information, animal management information and records, scientific research, personal identifying information concerning Brookfield Zoo Chicago's personnel, information concerning Brookfield Zoo Chicago's Board of Trustees and its activities, financial records, and other information of a non-public and proprietary nature.

Contractor agrees to safeguard and maintain the confidentiality of all Confidential Information to which the Contractor or Contractor's representatives have access to or receive during or after the termination of its relationship with Brookfield Zoo Chicago and to take steps to notify Contractor's representatives of their obligations regarding confidentiality and obligations for protection of confidential data. Contractor agrees to notify Brookfield Zoo Chicago immediately in the event of any unauthorized use or disclosure of any Confidential Information. Contractor further agrees to defend, indemnify and hold harmless the Zoo from and against any costs, losses, claims, suits, proceedings, damages or liabilities to which it may be or become subject (including, without limitation, reimbursement for any legal or other expenses incurred by Brookfield Zoo Chicago in connection with the investigation and defense of any such costs, losses, claims, suits, proceedings, damages or liabilities) that arise out of or are based upon or relate to Contractor's or any Contractor's representative's negligent, intentional or unintentional use, misuse or unauthorized disclosure of any Confidential Information.

6.2 Intellectual Property

It is expressly understood that any intellectual property rights, information and data to which Contractor or any Contractor representative is given access, or which is made available to Contractor or any Contractor representative, or which is created as a result of Contractor's performance under this Agreement remain the sole and exclusive property of Brookfield Zoo Chicago, and, if requested by Brookfield Zoo Chicago, shall be assigned to Brookfield Zoo Chicago by Contractor. Such information may not be disclosed, used or cited by Contractor for any reason without the express written consent of the Director of the Zoo.

7.0 TRANSFER AND ASSIGNMENT

The parties hereto acknowledge that the rendering of the Services are not appropriate for transfer or assignment, and thus neither Party may sell, assign, transfer, or otherwise encumber its rights, duties or obligations imposed under this Agreement without the prior written consent of the other Party. Contractor may not assign or transfer its right to receive compensation due hereunder separate or apart from its obligations to complete the Services.

8.0 INDEMNIFICATION

8.1 Except as provided in Subsection 8.2 below, Contractor agrees to indemnify, defend and hold Brookfield Zoo Chicago and Forest Preserve District of Cook County (as owner of the improvements and land comprising the Brookfield Zoo), including their respective directors, officers, agents, employees affiliates, harmless against any claims, losses, liabilities or costs (including, without limitation, reasonable legal fees and expenses) arising out of this Agreement or based upon Contractor's or any of Contractor's representative's performance of the Services, including but not limited to any claims, losses, liabilities or costs whatsoever of any Contractor representative, or by any other individual based on any act by Contractor or any Contractor representative.

In any and all claims against Brookfield Zoo Chicago or Forest Preserve District of Cook County, including their respective directors, officers, agents, employees affiliates, by any Contractor representative anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this Section 8.0 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

8.2 Brookfield Zoo Chicago agrees to indemnify, defend and hold Contractor and Contractor's representatives, harmless against any claims, losses, liabilities or costs (including, without limitation, reasonable legal fees and expenses) arising out of this Agreement, based upon the Brookfield Zoo Chicago's breach or default of any of its obligations under this Agreement.

9.0 INSURANCE

Contractor agrees that it will not allow any Contractor representative to come onto Brookfield Zoo Chicago property in order to perform the Services without first ensuring that such person(s) is covered by the same minimum limits as outlined below. Contractor shall carry at its sole expense,

during the term of this Agreement, the minimum insurance coverage set forth below. All insurance policies shall be issued by a carrier with a current A.M. Best Company rating of at least A:VII and satisfactory to Brookfield Zoo Chicago:

Commercial General Liability

Each occurrence\$1,000,000
General Aggregate (other than Products/Completed Operations)\$1,000,000
Products/Completed Operations Aggregate with contractual indemnity coverage\$1,000,000

Worker’s Compensation as required by applicable State Law

Employer's Liability (Coverage B) in the minimum amount of \$ 1,000,000 Each Accident/
\$1,000,000 Each Employee-Disease/ \$ 1,000,000 Policy Limit-Disease.

Automobile Liability insurance, including bodily injury and property damage coverage of at least \$1,000,000 combined single limit on vehicles owned or hired by Contractor.

All insurance policies required above shall contain a waiver of subrogation in favor of Brookfield Zoo Chicago and Forest Preserve District of Cook County, including all of the officers, directors, agents and employees of same and the insurance policies required shall name Brookfield Zoo Chicago and the Forest Preserve District of Cook County as additional insured to the full extent of the risks included within the release, defense and indemnity obligations assumed by Contractor hereunder. The additional insured status in favor of Brookfield Zoo Chicago and the Forest Preserve District of Cook County shall be effective even if the release, defense and indemnity obligations of Contractor are unenforceable.

Brookfield Zoo Chicago and the Forest Preserve District of Cook County are included as Additional Insureds as respects all policies (except Workers’ Compensation and employer’s liability), but only for liability arising out of the operations of the Contractor. This insurance is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the Contractor.

The insurance policies required to be maintained by the Contractor hereunder shall include provisions to the effect that: (i) the policy shall not be subject to cancellation, material change or restriction or reduction of coverage or limits except upon not less than thirty (30) days written notice to Brookfield Zoo Chicago ; (ii) the insurer shall promptly notify Brookfield Zoo Chicago within 10 days in the event of default in payment of any premium or installment thereof, (iii) the policy shall contain a severability of interests clause in favor of Brookfield Zoo Chicago ; (iv) the insurance is primary and not excess, contributory or contingent; and (v) Contractor, and not Brookfield Zoo Chicago, shall be responsible for paying all deductibles/retentions and premiums under such insurance policies.

Contractor agrees to furnish to Brookfield Zoo Chicago, prior to the commencement of the Work, insurance certificates(s) reflecting Contractor’s compliance with the requirements of this Article.

The insurance described herein shall remain in effect for all of the respective insured’s, including additional insured’s, following any termination of this Agreement with respect to any occurrence, act or omission that occurred or may have occurred at any time prior to such termination. Any obligations of indemnification, insurance and confidentiality shall survive the termination of this Agreement.

10.0 MINORITY-OWNED, WOMEN-OWNED, AND DISADVANTAGED BUSINESS ENTERPRISES.

Brookfield Zoo Chicago takes affirmative steps to ensure that certified minority-owned business enterprises (MBEs), women-owned business enterprises (WBEs), and disadvantaged business enterprises (DBEs) are afforded opportunities to compete for and participate in providing good and services. If Contractor is an MBE, WBE, or DBE that has been properly certified by one of the agencies or programs listed below, or is employing or otherwise utilizing an MBE, WBE or DBE in performance of the Services, Contractor will provide proof of such Certification in a form satisfactory to the Society with the signed agreement:

- a. City of Chicago, National Minority Supplier Development Council Affiliates (NMSDC)
- b. Chicago Minority Business Development Council (CMBDC)
- c. State of Illinois-Department of Transportation (IDOT)
- d. Small Business Administration (SBA-8A)
- e. Illinois Unified Certification Program
- f. The Women's Business Development Center
- g. Certification by Cook County Dept. of Contract Compliance as a Minority and/or Woman-Owned Business Enterprise (MBE/WBE).

11.0 NOTICES

All notices, requests, demands and other communications hereunder (“Notice”), whether or not so stated in the provisions of this Agreement, must be in writing and addressed to the party’s duly authorized representative identified below. Notice may be sent by mail, overnight carrier (UPS, FedEx, etc.) or by e-mail.

To Contractor:

[Click here to enter Contractor Name](#)

Attn: [Click here to enter Contractor Attn:](#)

[Click here to enter Contractor Address](#)

[Click here to enter Contractor City, State, Zip](#)

To Brookfield Zoo Chicago:

Chicago Zoological Society

Attn: [Click here to enter Name of Supervisor Responsible for Contract](#)

3300 Golf Road

Brookfield, IL 60513

Any Notice required herein shall be deemed to be given or made only if sent by hand or nationally recognized courier service, with delivery evidenced by a written receipt, or by certified or registered mail, return receipt requested and postage and registry fees prepaid. A Notice sent by certified or registered mail shall be deemed to be given on the 3rd business day after mailing. All other Notices shall be deemed given when received. A Notice sent via e-mail shall include a Request for Delivery Receipt and shall be deemed to be given on the day said Receipt was received.

12.0 GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the law of the State of Illinois, without regard to the laws or conflict of law rules of any other jurisdiction where Contractor may reside or perform the Services or where any violation of this Agreement occurs. Any suit, action, or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois and Brookfield Zoo Chicago and Contractor hereunder submit to personal jurisdiction in the State of Illinois and to venue in such courts.

13.0 SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Agreement supersedes and shall control over any other previous agreement(s) between the parties.

14.0 TIME OF ESSENCE

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

15.0 COMPLIANCE WITH LAWS

The Contractor agrees to be bound by and, at its own cost, comply with all applicable federal, state, and local laws, ordinances and regulations (collectively, "Laws"), including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, and disadvantaged business enterprise laws, prevailing wage, anti-kickback and environmental laws. The Contractor agrees that it has read, is familiar with, and will comply with the Forest Preserve District of Cook County's Code of Ethical Conduct.

The Contractor's liability to Brookfield Zoo Chicago and the Forest Preserve District of Cook County under this Agreement for all loss, cost and expense attributable to any acts of commission or omission by the Contractor and Contractor's representatives, resulting from the failure to comply with the Laws, shall include but not be limited to, any fines, penalties or corrective measures.

16.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement.

[signatures appear on next page]

Chicago Zoological Society*:

Contractor: [Click to enter Contractor Name](#)

By: _____

Title: _____

OFFICE USE ONLY:

Agreement prepared by:

[Click to enter Name of Person who Prepared Contract](#)

Supervisor responsible for contract:

[Click here to enter Name of Supervisor](#)

Charge # and Authorized Purchaser Initials:

[Click here to enter Charge Number](#)

Docuware STAMPS LAST PAGE ONLY

DUTIES OF CONTRACTOR

Contractor will perform the following services (the "Services"):

[Click here to insert detailed description of services to performed.](#)

EEE SCHEDULE

Payments will be made upon receipt of properly completed and authenticated invoices. Total compensation for full performance of the Services shall not exceed [Click here to enter total dollar amount of contract \\$](#), regardless of the actual expenditures of time or money made by Contractor in performing the Services. If Brookfield Zoo Chicago requests additional services not contemplated or described herein, Contractor shall inform Brookfield Zoo Chicago of the cost to complete such services and receive written direction thereafter from Brookfield Zoo Chicago to complete such services in order to receive compensation therefor.

[Click here to insert detailed Contractor Fee Schedule.](#)

CONTRACTOR SAFETY POLICY

1.0 PURPOSE

The purpose of this program is to inform contractor personnel of their necessary safety responsibilities while performing work at Brookfield Zoo. The responsibilities explained in this document are to improve overall safety performance at the zoo and to protect contractor personnel from injury. The success of safety at Brookfield Zoo depends on the sincere, constant, and cooperative efforts of all contractor personnel to provide a safe and healthy working environment.

2.0 SCOPE

This program applies to all Contractor personnel including subcontractors.

3.0 RESPONSIBILITIES

Contractor Personnel: All contractor personnel are responsible for abiding by all applicable safety standards (Federal, Local, and Internal). Contractor personnel are responsible for following procedures set forth in this document. Any problems or concerns with safety are to be relayed to the project manager who will inform Life Safety and seek assistance. Contractor personnel are responsible for their own safety and compliance with necessary regulations. See Section 5.0 for minimum safety requirements for contractors.

4.0 APPLICABLE STANDARDS

The following standards apply for all new construction and/or improvement remodeling:

1. National Fire Protection Association (NFPA) - National Fire Codes including the Life Safety Code and National Electrical Code.
2. Building Officials Code Administration (BOCA) – Basic National Building Code.
3. Cook County Building Code.
4. National Plumbing Code.
5. Illinois Accessibility Standards/Americans with Disabilities Act (ADA).
6. Occupational Safety and Health Administration Standards (OSHA) – 29 CFR 1910 and 1926.
7. Other standards as required.

In the event of conflicting standards, the more stringent will apply.

5.0 CONTRACTOR PROCEDURES

The success of the Brookfield Zoo Safety Program relies heavily on contractor cooperation. The ultimate goal is protection of the worksite and the safety of the general public. The following is a list of contractor minimal requirements that must be followed while performing work on Brookfield Zoo property.

- Driving & Parking: Contractor employees will park in designated parking areas. These areas will be designated by the Chicago Zoological Society Project Manager. It is the responsibility of the contractor to inform all workers of proper parking locations. The speed limit within the zoo is 10 MPH. Drivers must be cautious of pedestrians at all times.
- Vehicle Escorts: During regular hours of operation to the public, all vehicles and large equipment entering public pathways or roads are required to obtain a front and rear escort by Zoo personnel. Contractor is required to advise Zoo's designated representative (Project Manager) of all vehicular requirements and schedule.
- Trees and Shrubbery: Every precaution must be taken to avoid damage to trees and all other plantings. No nails or screws are allowed to be driven into trees without prior approval. Any tree or shrub which interferes with construction will be removed or tied back, upon request, by Zoo personnel. Outside contractors will not remove any tree or shrub at their own discretion.
- Animals: Workers must obey our general rules with regard to animals. Personnel must remain in the front of guardrails and refrain from feeding, teasing, and annoying the animals. As workers are in the Zoo outside of normal visiting hours, it is especially important that they respect the Zoo's operating routine. In the event that it is necessary to work within an animal area, it is required that an animal keeper be involved so all necessary safety precautions may be taken. No worker is allowed in an animal area without being escorted by personnel from animal collection.
- First Aid Reporting: All accidents involving first aid must be reported to Extension #811. Any rendering of first aid must be performed by Brookfield Zoo EMT personnel. Emergencies must be called into Extension #313 or over Zoo radio as a "Signal 13".
- Fire Alarmed Buildings: Notification must be made to the Zoo Police Department prior to any hot work activity or other tasks that may generate dust, smoke, fumes, or mist in any building.
- Fire Hydrant Usage: Use of fire hydrants as water sources is a violation of code requirements designed to protect the safety of our water supply and is contrary to the prescribed operation parameters of fire hydrants. No hydrant usage will be permitted without prior authorization of the Society. where temporary water hydrant connections may be required, the Contractor will be responsible for supply, installation and certification of an approved backflow prevention device. Under no circumstances can hydrant connections be made without such a device in place.

CONTRACTOR SAFETY POLICY

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- Trash & Garbage: Brookfield Zoo makes a concentrated effort to keep our grounds free of litter. Trash receptacles are available throughout the Zoo and are expected to be used. Construction debris will be placed in contractor provided containers (See Housekeeping).
- No Smoking: Smoking is only allowed in designated areas. All buildings are "No Smoking" as well as outdoor public areas within the Zoo. Speak with the project manager for approved smoking areas.
- Hazard Communication: The contractor must submit to the project manager all Material Safety Data Sheets (MSDS's) covering materials being used on the project. This is necessary to comply with 29 CFR 1910.1200 Hazard Communication Standard. In return, MSDS's will be forwarded to contractor personnel for materials that Zoo employees may use on the project. All MSDS's must be forwarded to Life Safety for review.
- Flammable/Combustible Storage: Any such materials must be stored in approved safety containers. Storage is to be in non-public areas and must be 50 ft from any ignition source. Containers must be labeled appropriately.
- Barricading: Work areas must be easily identifiable. Barricades, barrier tape, or other safety devices must be used to effectively deter public and/or unauthorized personnel from entering the area.
- Personal Protective Equipment: Appropriate protective devices are required during work tasks on Zoo property. Such equipment may include, but not be limited to safety glasses, hard hats, respiratory protection, fall protection, hearing protection, and safety footwear.
- Housekeeping: A clean worksite is a safe worksite. Contractors are required to maintain a clean work area at all times. Tools, power cords, and other materials must be kept in an orderly fashion to prevent trips and falls. Spills must be cleaned up or cordoned off to prevent slips. Appropriate containers must be provided by the contractor to properly store construction debris. In the event of a hazardous spill, the Society's Life Safety Department should be notified. Contractor will be responsible for removal and mediation of the hazardous incident.
- Excavation: Prior to beginning excavation operations, the contractor must verify that all underground utility, phone, and fire alarm lines have been located and marked. Excavation equipment must be inspected for defects prior to operating. Only trained operators are allowed to operate heavy equipment. Excavations in excess of 4 ft in depth must be inspected daily for signs of cave-ins. If these excavations will be entered, appropriate precautions must be taken such as sloping, benching, or shoring. All excavating activities must comply with 29 CFR 1926 Subpart P.
- Elevated Work: Personnel working at heights greater than or equal to 6 ft require fall protection. Fall protection may consist of guardrails or personal fall restraints. All elevated work activities must comply with 29 CFR 1926 Subpart M.

CONTRACTOR SAFETY POLICY

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- Confined Space: Prior to entering into a confined space, Life Safety must be notified to verify compliance with OSHA standards. These areas may include vaults, manholes, storage containers, etc. All entry work must be performed by trained personnel and be done in compliance with 29 CFR 1910.146. Entry into a confined space without approval of the Life Safety Department is grounds for immediate removal from the project.
- Hot Work: Hot work procedures will only be allowed after Life Safety approval. The work area must be inspected prior to hot work activities and after to verify no potential fire danger. A hot work permit will be issued to verify acceptable conditions.
- Lockout/Tagout: Work to be performed on energized equipment will be done so only after verification of a zero mechanical state. All locking and tagging will be conducted in accordance with 29 CFR 1910.147.

The above procedures are written for the protection of all contract employees, Brookfield Zoo employees, and the general public. Deviations from this policy may be grounds for immediate removal from the project.

Company

Signature

Title

Appendix A: Building Locations for Lighting

The Holiday Magic contract consist of several duties and specialties that can be broken down into the following sections.

Minimum Requirements

- 61 light locations.
- 168x Outdoor-rated LED pars.
- 30x LED gobo projectors.
- 16x Moving lights.
- 4x Ellipsoidal stage lights.
- 60x Specialty effects lights.

Park Lighting:

This section details the lighting installations required across the park for aesthetic and functional purposes. A detailed map can be found in [Exhibit A](#).

- South Gate Entrance
- North Gate Entrance
- Carousel (exterior)
- Hamill Family Play Zoo
- Hamill Family Wild Encounters
- Wolf Woods
- Great Bear Wilderness Common Area
- Great Bear Wilderness Underwater Viewing Entrance
- Great Bear Wilderness Mountain
- Living Coast
- Formal Pool
- Feathers and Scales
- Reptiles and Birds
- Nature Plaza
- The Swamp
- Tropic World Sign
- Tropical Forests Pathway
- Seven Seas Gift Shop
- Seven Seas Interior (light center island in dolphin stadium)
- Holiday Market on East Mall Fragile Rainforest



- Big Cat Grottos
- Fragile Desert
- Swan Pavilion stage lighting
- Australia House
- West Pachyderm

Experience Lighting:

These areas include large-scale installations designed to enhance the guest experience and provide social media-friendly backdrops. Below are historical areas that we've done, feel free to adjust based on your approach.

- East Mall (Historical: Archways and community tree lights with an outdoor sound system)
- Roosevelt Fountain (Historical: Color show programming and lights around the trees synched with a sound system)
- Living Coast: Under the Sea Immersive Experience (Historical: Iridescent LED structures and LED water effects)
- Candy Cane Lane (Historical: Red and white stripe wash, reindeers, and gobo projectors of candy cane swirls)
- The Swamp (Historical: Projection map show with custom projections set to music)
- Hexagon Tree Display (Historical: Eight hexagon/honeycomb lights)

Light Structures:

- Giant Orb (not owned by the zoo)
- Giant Snowman
- Large Stick Figure Reindeer
- Giant Gingerbread House
- Giant Polar Bear (not owned by the zoo)
- Medium Giraffe (not owned by the zoo)
- Giant Bison (out of commission)
- Giant Christmas Tree, Lights with Music (not owned by the zoo)

Appendix B: Historical Experience Lighting

Giant Orb



Giant Snowman



Appendix B: Historical Experience Lighting

Large Stick Figure Reindeer



Giant Gingerbread House



Giant Polar Bear



Appendix B: Historical Experience Lighting

Medium Giraffe



Giant Bison



Giant Christmas Tree, Lights with Music



Appendix B: Historical Experience Lighting

East Mall



Sparkling Coast



Appendix B: Historical Experience Lighting

Candy Cane Lane



Holiday Market



Appendix B: Historical Experience Lighting

Holiday Rock Dance Party





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Appendix C: Delivery or Set Up Guidelines

Vendor must:

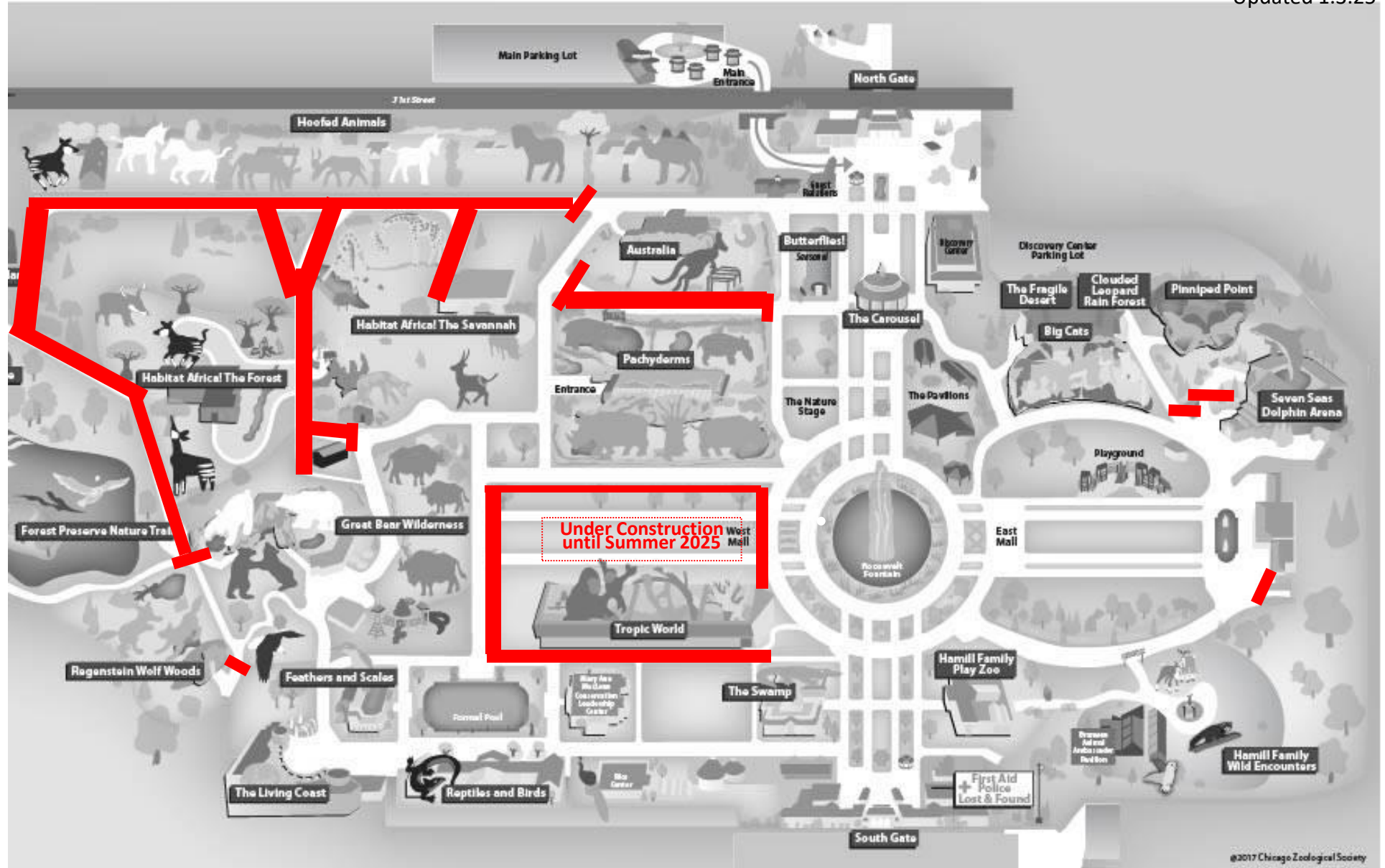
- Contact Brookfield Zoo Chicago staff to have their vehicles escorted in and out of the zoo.
- Contact Brookfield Zoo Chicago Animal Care and Programs team before working in any animal areas.
- Follow all Cook County electrical guidelines and schedule an inspection with Cook County inspector prior to the beginning of Holiday Magic 2025.

Contacts will be provided upon signed contract.

EXHIBIT A

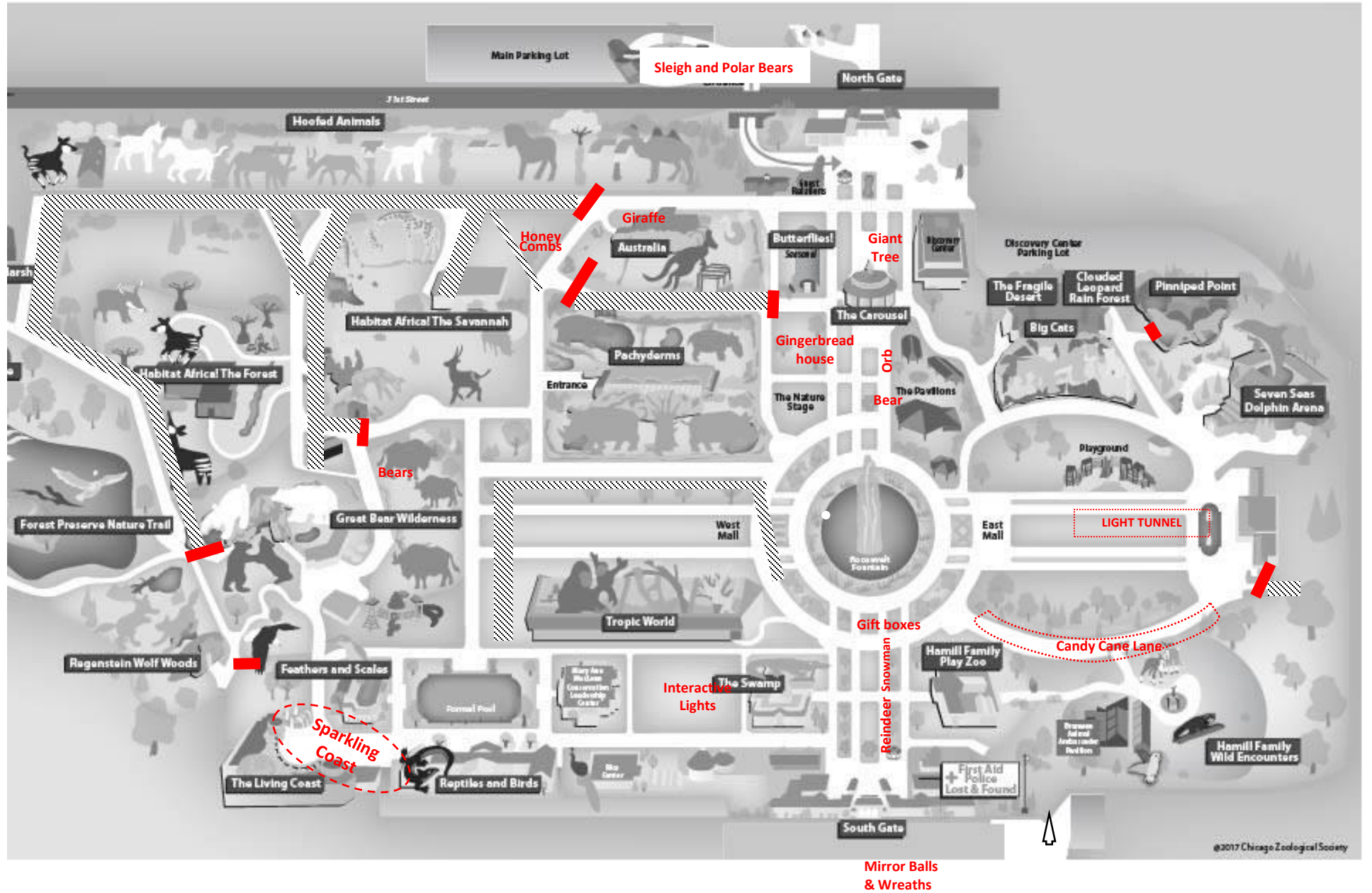
Updated 1.3.25

HM Map:
Barricades

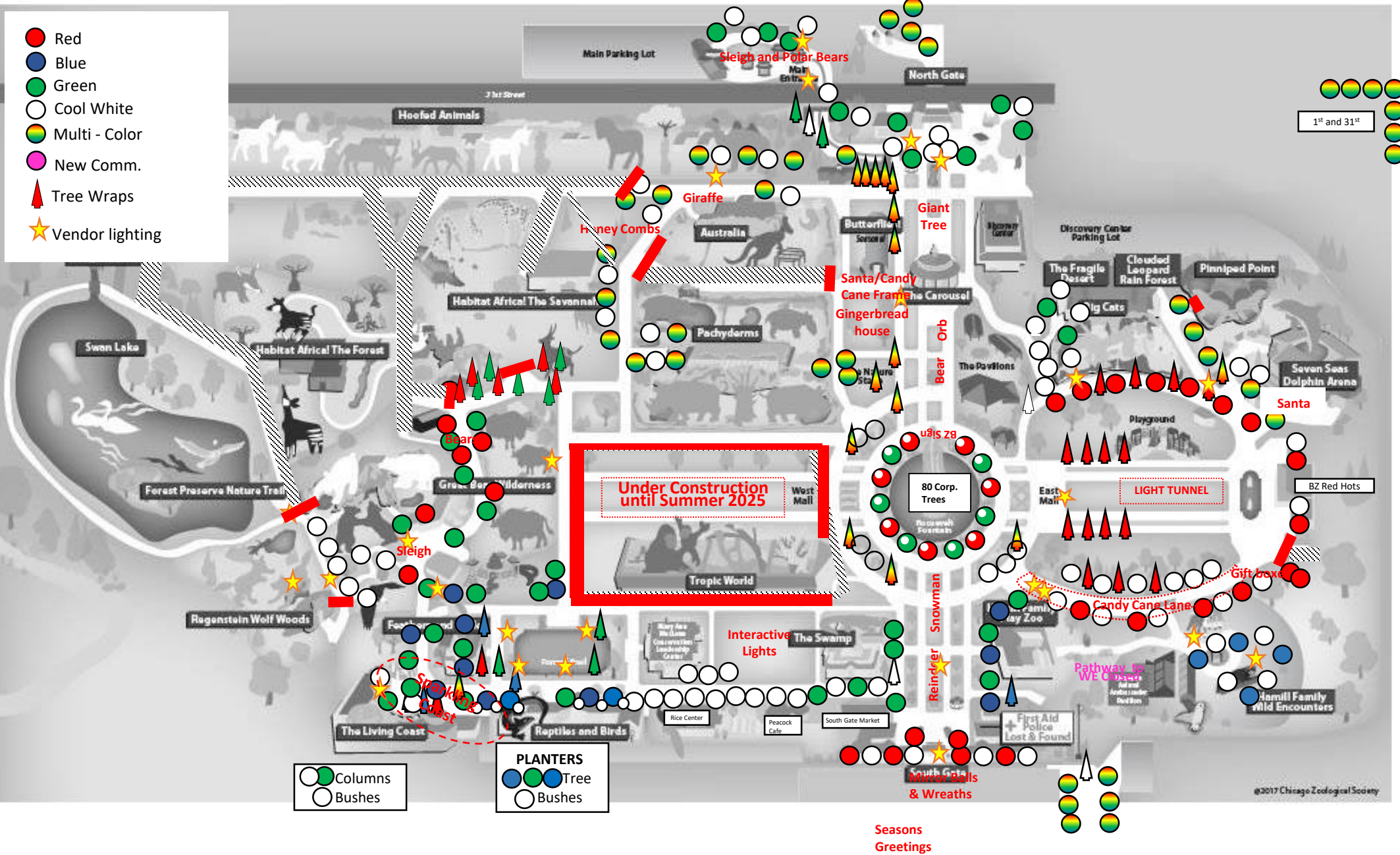


HM Map: Vendor Lights & Photo Ops

Please note this does not include vendor projection lighting on buildings and uplighting around the zoo



HM Map: All Lights





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CONSERVE**

Addendum #1

Attachment E

MBE/WBE Participation and Utilization Affidavit

Project Name: _____ CZS Contract No. _____

I hereby declare and affirm that I am the (Title) _____ and duly authorized representative of (Contractor) _____ whose address is _____ in the City of _____ State of _____ and that I have reviewed the material and facts submitted regarding MBE/WBE participation for the above-referenced Contract, including the following statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Selected Contractor for the Project.

The Selected Contractor may count toward its MBE/WBE goal, work it performs in its area of certification, if it is a certified MBE and/or WBE and/or a portion of the total dollar value of a contract with subcontractor's, suppliers of commodities and/or services directly provided for this project as approved by the Chicago Zoological Society – Brookfield Zoo and/or its designated representative. **CZS aspires to meet 24% MBE and 10% WBE participation.**

Company name of MBE/WBE	Type of work	MBE Participation		WBE Participation	
		\$	%	\$	%
		\$	%	\$	%
		\$	%	\$	%
		\$	%	\$	%
		\$	%	\$	%
TOTAL		\$	%	\$	%

Please provide a copy of current Letter(s) of Certification.

If MBE/WBE contractor and/or subcontractor(s) will not be sub-subcontracting any of the work described herein, a zero (0) must be filled in each blank line above.

The undersigned will enter into an agreement for the above work with their subcontractors, conditioned upon its execution of a contract with the Chicago Zoological Society – Brookfield Zoo.

By: _____
Signature of Prime Contractor, Bidder and/or Vendor

Date

Printed Name

