



361A Old Finch Ave.
Scarborough, ON M1B 5K7
www.torontozoo.com

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Chairman
Councillor Raymond Cho
Chief Executive Officer
John Tracogna
Chief Operating Officer
Robin D. Hale

2010-08-04

**REQUEST FOR QUOTATION
WASTE AND RECYCLING CONTAINERS
RFQ 45 (2010-08)**

The Toronto Zoo invites suppliers to submit quotations to supply and deliver thirty (30) three hole opening (waste, cans & bottles and newspaper) outdoor waste and recycling containers to the Toronto Zoo, 361A Old Finch Ave, Scarborough, ON, M1B 5K7, Canada.

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

Due Date: Your quotation must be completed, and received by the Supervisor, Purchasing & Supply, Toronto Zoo, Administrative-Support Centre, 361A Old Finch Ave., Scarborough, Ontario, M1B 5K7 by:

Wednesday 2010-08-18, 1200 hours (noon, local time)

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

If you have any queries regarding this request for quote, please contact Peter Vasilopoulos, Supervisor of Purchasing & Supply, (416) 392-5916.

Yours truly,

Robin D. Hale
Chief Operating Officer

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INSTRUCTIONS

- 1.1 Ensure that you have received all **twelve (12)** pages and one (1) sample drawing of the RFQ package.
- 1.2 Complete ALL FORMS in section 4.0 and return by due date and time received on or before **Wednesday 2010-08-18, by 1200 hours (noon)** or your Quotation will not be considered. Include signed copies of any addenda with your proposal package.
- 1.3 Quotations must not be submitted by facsimile, email or any other electronic format.
- 1.4 Show itemized cost of HST, if applicable.
- 1.5 Toronto Zoo reserves the right to award in whole or in part on the basis of the bids received, Lump Sum Price or Breakdown Price.
- 1.6 All Prices submitted shall be quoted in Canadian currency.
- 1.7 Bidders shall be prepared to provide a sample model of the unit for examination by the Toronto Zoo.
- 1.8 Delivery to the Toronto Zoo, 361A Old Finch Ave, Scarborough, ON, M1B 5K7, Canada, Attention Anne Marie Burrows, Horticulture/Material Collections,
- 1.9 Use the attached submission label, when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- 1.10 Quotation prices shall remain in effect for a period of ninety (90) days from the Quotation due date.
- 1.11 Include product information, samples, and pictures, as necessary.
- 1.12 Provide references of at least three (3) clients for whom your company has provided similar products using the attached reference form.
- 1.13 If applicable, suggested alternative products are acceptable, however all such products must be quoted separately and should not replace the Toronto Zoo requested product, work or service.
- 1.14 It is the responsibility of the Bidder to understand all aspects of the RFQ and to obtain clarification if necessary before submitting their quotation.
- 1.15 For any questions concerning the contract terms and conditions of this RFQ, please contact:
Peter Vasilopoulos, Supervisor, Purchasing & Supply, Tel: 416-392-5916, Fax: 416-392-6711,
email: pvasilopoulos@torontozoo.ca

For any technical queries concerning the specifications of this RFQ, please contact Anne Marie Burrows, Manager- Horticulture/Material Collections, Tel. 416 -392-5973.

2.0 TERMS AND CONDITIONS

- 2.1 Definitions:** Wherever used in the Request for Quotation the word “**Board**” means the Board of Management of the Toronto Zoo and the word “**Vendor**” means the person or persons or Corporation to whom the purchase order is issued.
- 2.2 Vendor Assurance:** Unless otherwise stated, the goods, material, articles, equipment, work or services, specified or called for in or under this Quotation, shall be delivered or completely performed, as the case may be, by the Vendor as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion.
- 2.3 Country of Origin:** Wherever possible, the goods, services, materials, articles or equipment, specified or called for in or under this Quotation, shall be of Canadian origin and manufacture.
- 2.4 Delivery:** The prices stated in this Quotation cover the services, material, articles or equipment referred to herein, being delivered F.O.B. destination, freight, express, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods, material, articles or equipment shall accompany each delivery. A receiver’s receipt shall not bind the Board to accept the goods, material, articles or equipment covered thereby, or the particulars of the delivery ticket or piece tally therefore. The Vendor shall not be entitled to any interest upon any bill due to delay in its approval by the CEO of the Toronto Zoo or his designate.
- 2.5 Invoicing:** Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Board. Any Goods and Services Tax applicable shall be shown as a separate item. The Vendor’s GST registration number must be indicated on the invoice.

The Vendor shall clearly show any special charges such as packaging and freight, where applicable, as separate items on the invoice.

Payments to non-resident Vendors may be subject to withholding taxes under the Income Tax Act (Canada). Unless a non-resident Vendor provides the Board with a letter from Revenue Canada, Taxation waiving the withholding requirements, the Board will withhold the taxes it determines are required under the Income Tax Act (Canada).

- 2.6 Notice of Delivery:** The Vendor shall notify the Purchasing Agent of the Board at the address given for the mailing of invoices, in writing as soon as possible of the details of the shipment of the goods, materials, articles or equipment.
- 2.7 Right to Cancel:** The Board shall have the right to cancel at any time this Quotation or any contract or any part of any contract resulting from this Quotation in respect of the goods, material, articles, equipment, work or services set out in this Quotation or any such contract or part of such contract, not delivered or performed at the time of such cancellation, and the Board 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 Vendor fails or neglects by any act or omission to comply with any of the conditions set out herein, this Quotation or any contract resulting from this Quotation may be unconditionally cancelled by the Board without notice to the Vendor.

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- 2.8 Official Agreement:** No verbal arrangement or agreement, relating to the goods, material, articles, equipment, work or services, specified or called for under this Quotation, will be considered binding, and every notice advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.
- 2.9 Worker's Rights:** The Vendor shall comply with the conditions of the Board relating to Worker's Rights, a copy of which is available on application to the Manager, Fair Wage and Labour Trades Office, City of Toronto, 18th Floor, West Tower, City Hall, Toronto, Ontario, M5H 2N2 or by phone at 416-392-7300.
- 2.10 Indemnity:** The Vendor shall at all times well and truly save, defend, keep harmless and fully indemnify the Board, the City of Toronto, Toronto Region and Conservation Authority and their servants, employees, officers or agents, hereinafter called the "Indemnities", from and against all actions, suits, claims, demands, losses, costs, charges, damages, and expenses, brought or made against or incurred by the Indemnities, its or 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 Quotation, 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.
- 2.11 Liability for Acts of Vendor Employees, Contractors or Agents:** The Vendor acknowledges responsibility and accepts liability for the acts of any of its employees, contractors and agents while on Toronto Zoo property. The Toronto Zoo reserves the right to request background checks for any individual providing the services requested on behalf of the Vendor.
- 2.12 Guaranty of Quotation:** All goods, material, articles, equipment, work or services, specified or called for in or under this Quotation, 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 Quotation. The basis on which this Quotation is given shall include any specifications, plans, price schedules, samples, addenda or other details pertaining thereto, or provided in connection therewith.
- 2.13 Right of Notice:** Any notice that the Board may be required or desire to give to the Vendor shall for all purposes to be deemed to have been sufficiently and properly given and afforded by registered mail addressed to the Vendor at the address shown for the Vendor on this form and shall therefore be presumed to have been received by the Vendor on the third day following such registration.
- 2.14 Formal Contract:** The Vendor may be required and shall, if requested by the solicitor for the Board so to do, to execute and enter into a formal contract that is satisfactory to the solicitor for the Board, in order to document the contract resulting from this Quotation and to embody indemnity and related provisions that in the opinion of such solicitor are required to protect the Board.
- 2.15 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.
- 2.16 Performance Evaluation:** The Contractor's performance will be evaluated by the Chief Executive Officer and/or Chief Executive Officer's Representative during the Contract and at the end of the Contract. In the event that the Contractor's performance is considered unsatisfactory by the Chief Executive Officer and/or Chief Executive Officer's Representative, the Contractor and/or its affiliates may become ineligible from bidding on future contracts issued by the Board.

2.17 Governing Law

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

3.0 SPECIFICATIONS :**Manufacturing defects:**

Waste and recycling container shall be free from manufacturing defects, imperfections and, or design deficiencies that may affect their operation, appearance or service ability. In all particulars not covered by this Quotation document, productions shall be in accordance with good commercial practice and materials shall be of the best commercial quality and suitable for the purpose intended.

Deviation from specifications:

The purpose of this section is to identify the minimum specifications required for the waste and recycling container. The Bidder's ability to be compliant with this standard of quality will ensure that the Successful Bid functions to meet the stated general requirements below.

Equivalent three (3) hole opening (waste, cans & bottles and newspaper) outdoor waste and recycling containers comparable to the stainless steel model specified will be considered. Full details and specifications should be submitted for review and evaluation.

General Notes

The container shall be free from sharp corners, edges, points or other structures that could represent a hazard. All welds should be continuous, buff, clean and smooth.

Frames, support posts, plates and hardware shall be constructed with 316 stainless steel, conforming to ASTM standards of 316 stainless steel. Other similar materials will not be accepted.

All weld joints must only stainless steel filler rods. Remove any weld spatter and smooth weld seams and sharp edges.

Polycarbonate unit cover shall be 3/16" thickness and shall be securely fastened to the main canopy frame with 3/16 stainless steel screws.

The hole openings and door access should be equipped to prevent small animals access to any part of the container, Vendors shall outline and provide details on this part.

Vendors will indicate their conformance with the requirements below. Each page of this specification requires Vendors to clarify compliance or alternatives by indicating:

- 3.1** Conform – Yes The product meets or exceeds specification requirements
- 3.2** Conform – No The product does not meet the requirements as detailed in the specification. If no, the bidder must state the actual variation.

Yes/No

- Manufacture, make and model offered..... Specify: _____
- Material..... Specify: _____
- Finish Specify: _____
- Overall Dimension (height/width/depth)..... Specify: _____
- Interior liner, size and capacity..... Specify: _____
- Spring loaded door opening, specify type and size Specify: _____
- Lock mechanism..... Specify: _____
- Front door access to remove liners Specify: _____
- Frame of the unit (tubing)..... Specify: _____
- Weight, (set in place)..... Specify: _____
- Installation (Bolted down or free standing)..... Specify: _____
- Board messaging, front and/or side Specify: _____

4.0 SUBMISSION FORMS:

I/we, hereby, submit the Quotation and will comply with all terms, conditions, specifications and drawings (when provided) as set out within the Board’s Quotation.

COMPANY INFORMATION	
Company Name:	
Contact Name:	Title:
Signature:	Date:
Address:	
Telephone #:	Fax #:
Email:	Web Site:
GST #:	

This form must be completed, properly signed and received on or before the date and time specified or your Quotation will not be considered. Quotation prices shall remain in effect for a period of ninety (90) days from the Quotation due date.

Right to Accept or Reject Quotations

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

Release of Quotation Information

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

4.1 QUOTATION PRICING

DESCRIPTION	Price each, taxes extra
To supply and deliver thirty (30) three hole opening Outdoor Waste and Recycling Containers to Toronto Zoo, 361A Old Finch Ave, Scarborough, ON, M1B 5K7, Canada.	\$

4.2 OPTIONAL PRICING

DESCRIPTION	Price each, taxes extra
To supply and deliver additional units three hole opening Outdoor Waste and Recycling Containers to Toronto Zoo, 361A Old Finch Ave, Scarborough, ON, M1B 5K7, Canada.	\$

WARRANTY	Specify
Please confirm minimum five (5) year warranty	

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

Name of Firm:	
Signature of Signing Officer(s)	

APPENDIX A- REFERENCE FORM

Provide the names of three (3) client reference, noting contact person and telephone number for each that illustrate your company/organization’s ability to supply and deliver the goods and/or services required by the Toronto Zoo that are subject to this RFQ.				
Contact Name	Company name	Contact Telephone	Brief Description of goods/services provided	Value of Contract

By submitting this information, I/We hereby authorize the Toronto Zoo for this RFP to contact the above listed individuals and companies to verify the information contained in my/our Proposal and to ask whatever questions the Toronto Zoo deems necessary to determine my/our suitability as a Bidder. The information obtained in these additional reference checks will be included in the evaluation of the RFQ submission

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 labelled or submitted to an address other than the one listed on this label.

Vendor Name

RFQ 45 (2010-07) – WASTE AND RECYCLING CONTAINER
Closing: Wednesday, 2010-08-18, 12:00 (Noon) local time

TO BE RETURNED TO

**TORONTO ZOO
C/O SUPERVISOR, PURCHASING & SUPPLY
ADMINISTRATIVE SUPPORT CENTRE
361A OLD FINCH AVE.
SCARBOROUGH, ONTARIO
M1B 5K7**

NOTICE OF NO BID

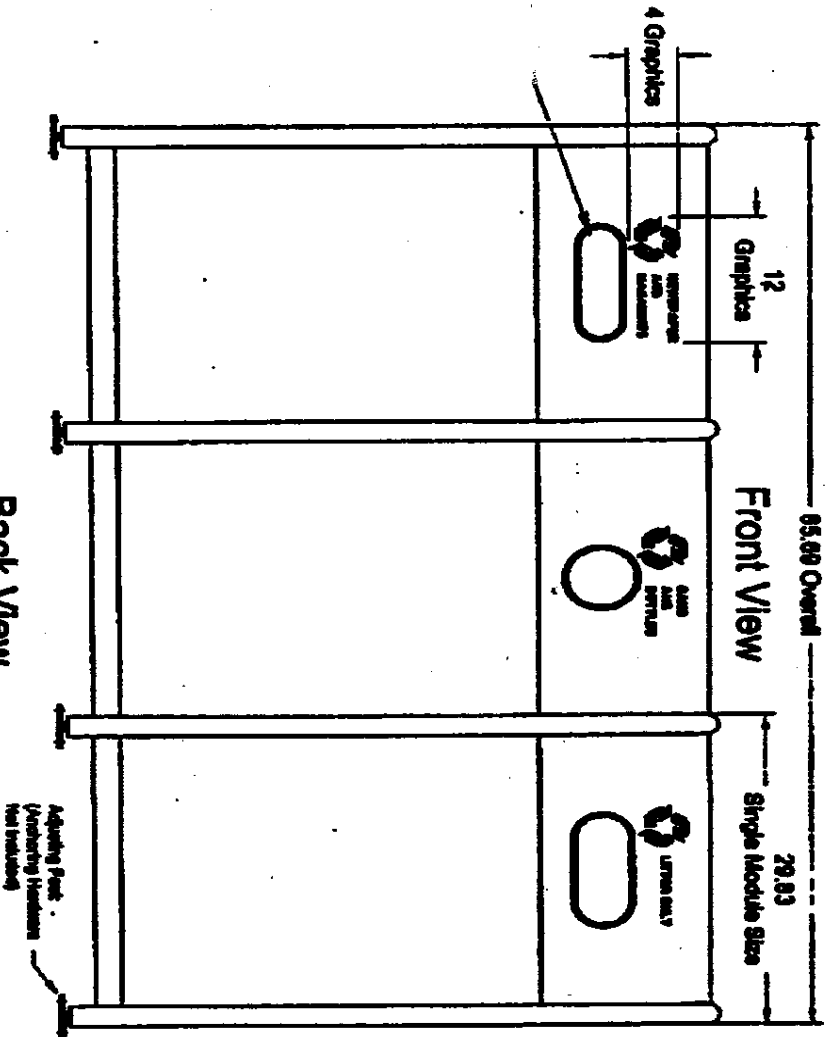
INSTRUCTIONS:

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

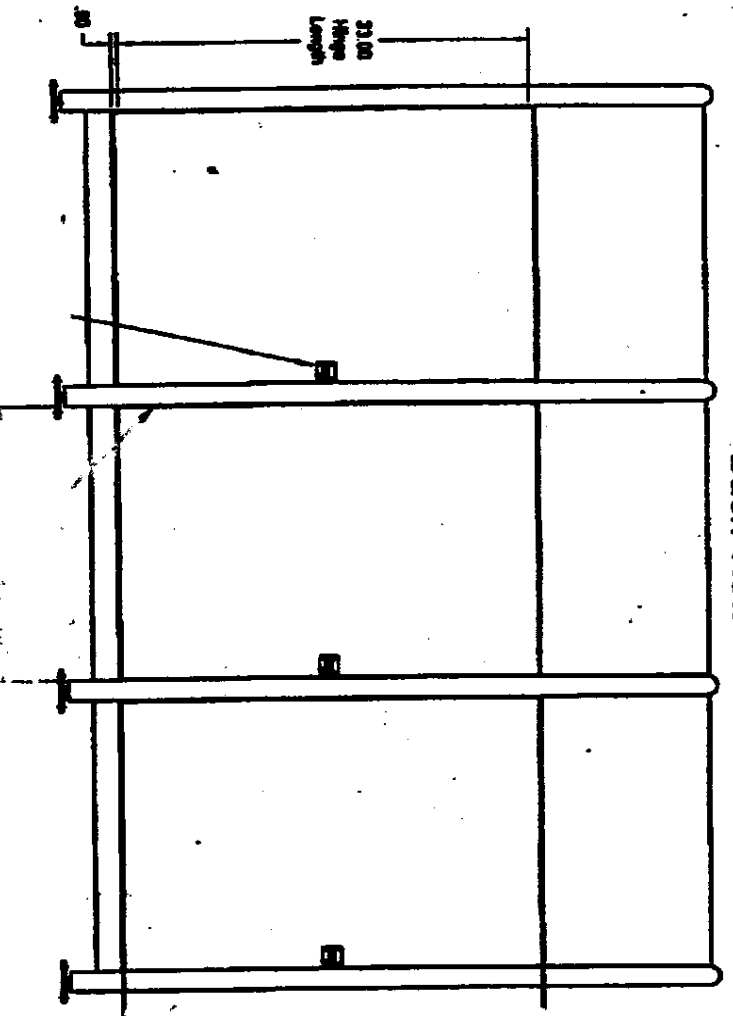
A Proposal/Quotation/Tender is not submitted for the following reason(s):	
<input type="checkbox"/>	Project/quantity too large.
<input type="checkbox"/>	Project/quantity too small.
<input type="checkbox"/>	We do not offer services or commodities to these requirements
<input type="checkbox"/>	Cannot meet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

<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:	



Back View



Right Side View

