

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

Telephone: 416-392-5900 Fax: 416-392-5934

Chair

Chief Executive Officer
John Tracogna

Chief Operating Officer Robin D. Hale

2013-02-28

REQUEST FOR QUOTATION RFQ 06 (2013-02) SUPPLY AND DELIVERY OF ONE (1) 2013 OR NEWER FERRIS IS 5100Z ZERO TURN RADIUS MOWER OR EQUIVALENT

You are invited to submit a written quotation to the Toronto Zoo, for the supply and delivery of **one** (1) **2013 or newer Ferris IS 5100Z zero turn radius mower or equivalent** in accordance with the attached specifications. The Request for Quotation (RFQ) package includes Instructions, Terms & Conditions, Specifications, and Submission Forms.

Vehicle is to be delivered to Toronto Zoo, Transit & Fleet, 361A Old Finch Avenue, Toronto, ON.

Due Date

Quotation must be submitted at the following address, Toronto Zoo, Administrative-Support Centre, Purchasing & Supply, 361A Old Finch Avenue, Toronto, Ontario, M1B 5K7 by

Tuesday 2013-03-12 by 1200 hours (noon), Local time

The quotation submitted shall remain in effect and irrevocable for a period of ninety (90) days from the Request for Quotation submission 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.

Yours truly,

Paul K. Whittam Manager, Financial Services



OR EQUIVALENT INSTRUCTIONS

Page 2of15

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE NO.
RFQ LETTER	Invitation Letter	1
T.O.C.	Table of Contents	2
1.0	Instructions	3
2.0	Specifications	4
3.0	Terms and Conditions	8
4.0	Submission Form	11
	Price schedule	13
	Submission Label	14
	Notice of No Bid	15

OR EQUIVALENT INSTRUCTIONS

Page 3of15

1.0 INSTRUCTIONS

- 1.1 Ensure that you have received all **15** pages of the RFQ package.
- 1.2 Complete ALL FORMS in section 2.0 and 4.0 and return by due date and time received on or before **by Tuesday 2013-03-12 1200 hours (noon) local time** or your Quotation will not be considered. Include signed copies of any addenda with your proposal package.
- 1.3 Show itemized cost of GST/HST if applicable.
- 1.4 Prices are to be FOB destination and to include all duties, brokerage, charges, fees, permits etc related to manufacture, delivery customs clearance and commissioning of the unit, all in accordance with the terms, conditions, specifications and requirements contained herein.
- 1.5 Unless otherwise indicated herein, the prices stated are payable in Canadian Funds, GST/HST excluded.
- 1.6 Use the attached submission label, when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- 1.7 Quotation prices shall remain in effect for a period of ninety (90) days from the Quotation due date.
- 1.8 Include product information and pictures, as necessary.
- 1.9 Quote discounts or quantity price breaks separately on FORMS.
- 1.10 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.
- 1.11 It is the responsibility of the Bidder to understand all aspects of the RFQ and to obtain clarification if necessary before submitting their quotation.
- 1.12 If it becomes necessary to revise any part of this RFQ, the revisions will be by Addendum posted electronically in Adobe PDF format on the Toronto Zoo's website. Bidders are solely responsible for downloading all documentation and checking periodically for any addenda prior to the stipulated closing date.
- 1.13 In reviewing the quotations and awarding of the quotation, the Toronto Zoo will consider the quotation prices and may consider but is not limited to the following:
 - Overall value of the quotation represents to the Toronto Zoo based on quality, service price and delivery schedule
 - Conformance to specifications
 - Field testing, if requested
 - Warranties offered
 - Total cost implications
 - Delivery time/schedule/ lead time for the supply and delivery
 - Payment terms
 - Value added offerings
- 1.14 For any questions concerning the contract terms and conditions of this RFQ, please contact:

Peter Vasilopoulos Supervisor, Purchasing & Supply Tel: 416-392-5916

Tel: 416-392-5916 Fax: 416-392-6711

E-mail: pvasilopoulos@torontozoo.ca

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

James Love Supervisor, Transit & Fleet Tel: 416 392-5987

E-mail: jlove@torontozoo.ca



OR EQUIVALENT

Specifications

Page 4of15

2.0 GENERAL REQUIREMENTS:

This technical specification applies to:

ONE (1) 2013 OR NEWER – FERRIS IS 5100Z ZERO TURN RADIUS MOWER OR EQUIVALENT

Suitable for use by:

Toronto Zoo – HORTICULTURE

INSTRUCTIONS FOR COMPLETION OF THE SPECIFICATION: >>>PLEASE READ CAREFULLY<<<

The following specifications are prepared with the intent of providing a basis for securing competitive bids and ensuring completeness. Bidders are required to confirm the conformance of their product, commodity and service. Please note that failure to write or include a response in the "Specify: _____" space shall result in the bid being declared non-compliant. Accordingly, the requirement for Bidders to confirm their product specification is indicated by "Specify:_____", and a Bidder shall write a response as noted below: I. DATA RESPONSES: Where 'State' appears in the specification, and is followed with a "Specify: _____" space, the specification must have a data response written in the space (e.g. state weight of fabric offered in oz/yd^2 , 1. A Bid which has a requirement that the bidder is meeting or exceeding and is followed with a "Specify: _____" space in the specification must be: a) marked as "YES" in the space: e.g. "Specify: __YES___" 2. Where 'or approved equivalent' appears in the specification, and an equivalent product, commodity and service that is anticipated to meet or exceed the requested product, commodity and service is offered, the specification must be: a) marked as "Specify: ___YES___" in the appropriate space, and b) must be accompanied by a statement describing the anticipated approved equivalent

attachment cross referenced after the "YES" statement.

It is the responsibility of the bidder to provide supporting documentation supporting "YES" responses, to state the details of the equivalent offered and demonstrate equivalence to the

either in the "Specify: _____" space following the "YES" or on a separate

III. "NO" RESPONSES:

satisfaction of the Toronto Zoo.

1. A Bid not completely meeting a requirement which has a "Specify: ______" space to be completed in the specification must be:



OR EQUIVALENT

Specifications

Page 5of15

a)	marked as "Specify:NO" in the appropriate space, and/or
b)	must be accompanied by a statement describing the deviation either in the "Specify:
	space following the "NO" or on a separate attachment cross referenced
	after the "NO" statement.
	4 "NO" in the "Specify:" space may result in the bid being declared non-compliant.

Notwithstanding the details of this specification; products, commodities and services deemed by the Toronto Zoo similar in design and construction to this specification, may receive further consideration if, in the opinion of the user division, they are considered to be suitable for the intended application and generally conform to performance requirements.

2.1 **DESCRIPTIVE LITERATURE:**

Bidders must submit, if requested, manufacturer's descriptive literature and technical specifications of the products, commodities or services offered, within five (5) working days of request at no cost to the Toronto Zoo.

2.2 **QUALITY CONTROL:**

It is the responsibility of the successful bidder to ensure that product quality is maintained to specification requirements. Products received may be randomly tested at the expense of the Toronto Zoo. However, should a product fail to meet the specified standards, the supplier will be responsible for all expenses incurred in the testing and return of the defective material. In cases of discrepancies the decision of the Toronto Zoo must govern.

2.3 DEFECTS IN SHIPPED GOODS AND SERVICES:

Products, commodities and services must be free from defects, imperfections and deficiencies that may affect operation, appearance and serviceability. In all particulars not covered by this specification and quotation document, production must be in accordance with good commercial practice. Materials not defined here must be of the best commercial quality and suitable for the purpose intended.

2.4 CANADIAN MOTOR VEHICLE SAFETY REGULATIONS:

The unit offered should meet or surpass the mandatory requirements of the "Canadian Motor Safety Regulations" and the latest applicable S.A.E., I.E.M.C. and O.S.H.A. recommended practices, where the use of such unit by the Toronto Zoo may be covered by these regulations.

2.5 COMPETITIVE DOLLARS DISCOUNTS

The Ontario Ministry of Government Services has contracted with vehicle manufacturers, "Competitive Dollars Discounts" for vehicles purchased by the Broader Public Sector (BPS). The Toronto Zoo, a Board of the City of Toronto, as part of the BPS, is eligible to receive the "Competitive Dollars Discounts" for vehicles purchased. Please include all applicable discounts in the prices quoted in the Price Schedule included herein.

2.6 **SCOPE:**

Bidder shall supply and deliver manufacturer's standard for 2013 or newer Ferris IS 5100Z Zero Turn Radius Mower or equivalent in accordance with the following specifications. Vehicles are to be delivered to:

Attn: James Love, Transit & Fleet, Supervisor 416-392-5987



OR EQUIVALENT

Specifications

Page 6of15

Toronto Zoo Vehicle Maintenance Centre 361A Old Finch Road, Toronto, ON, M1B 5K7

Delivered unit must be fully inspected and operational when delivered. Inspection and acceptance of the unit will be made at the above site location.

2.7 **SPECIFICATIONS:** 2.8 YEAR, MAKE AND MODEL OFFERED: Model YearSpecify: All vehicles must be of the same Year, Model and Production Run to avoid cross model years or unacceptable differences in the supplied units. 2.9 **COLOUR:** 2.10 **STANDARD EQUIPMENT:** Vehicles must be delivered with all Manufacturers Standard Equipment in regard to comfort, utility, safety and convenience, **2.11 EQUIPMENT:** In addition to Manufacturers Standard Equipment and features, vehicles must be equipped with the following: Yes/No 72" REAR DISCHARGESpecify: SEAT BELTS.....Specify: _____ ROLL BARSpecify: _____ STANDARD CAB.....Specify: _____ FOUR (4) SETS OF KEYS......Specify: _____ SERVICE AND PARTS MANUALS IF AVAILABLESpecify: MOUNTED IN CAB FIRE EXTINGUISHER.....Specify: 2.12 **GVWR PLATE:** State plate indicating final GVWR must be affixed to the door post SPECIFY:_____ **2.13 MANUALS:** Two (2) Operator's Manual and detailed service manual including wiring diagrams must be supplied with each vehicle SPECIFY:_____ **2.14 WARRANTY:** Bidders must attach warranty details with bid submission SPECIFY:_____

2013-02-28

$RFQ\ 06\ (2013-02) - \textbf{FERRIS}\ \textbf{IS}\ \textbf{5100Z}\ \textbf{ZERO}\ \textbf{TURN}\ \textbf{RADIUS}\ \textbf{MOWER}$

OR EQUIVALENT Specifications

Page 7of15

	Bidder must attach list component warranties offered by component manufacturers with bid submission, if any	SPECIFY:
2.15	RUSTPROOFING: Factory rust proofing	SPECIFY:
2.16	PERFORMANCE EVALUATION: Bidders must be prepared if requested, to arrange for a demonstration of the product offered within five (5) working days of such a request, at no cost to the Toronto Zoo.	SPECIFY:

OR EQUIVALENT

Specifications

Page 8of15

3.0 TERMS AND CONDITIONS

- 3.1 **Definitions:** Wherever used in the 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.
- 3.2 **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.
- 3.3 **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.
- 3.4 **Delivery:** The prices stated in this Quotation cover the services, material, articles or equipment referred to herein, being delivered F.O.B. Toronto Zoo, 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 Chief Executive Officer of the Toronto Zoo or his designate.
- 3.5 **Time of the Essence:** For all requests made by the Toronto Zoo to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the Toronto Zoo, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.
- 3.6 **Invoicing:** Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Board. Any harmonized Sales Tax applicable shall be shown as a separate item. The Vendor's HST/GST registration number must be indicated on the invoice. The Vendor shall clearly show any special charges such as packaging and freight 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). All payments are subject to terms of Net 30 days from receipt of goods/services.
- 3.7 **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.
- 3.8 **Right to Inspect:** Unless otherwise stated, all goods, materials, articles or equipment supplied, and all work or services, performed, pursuant to this Quotation, shall be subject to inspection by the Board at the point of unloading, or the site of the work or services. No extra charge shall be made by the Vendor for packaging, packing or containers, unless otherwise indicated herein.
- 3.9 **Over shipments**: The Board reserves the right to return all over shipments for full credit.
- 3.10 **Dangerous Goods**: The Vendor shall ensure that for each item of goods, material, articles or equipment supplied under this Quotation or a contract based on this Quotation, that all applicable provisions of the



OR EQUIVALENT

Specifications

Page 9of15

Transportation of Dangerous Goods Act (Canada), the Dangerous Goods Transportation Act, and the Environmental Protection Act and the regulations there under are complied with until such time as such item is delivered to the Board and transferred into its physical control.

- 3.11 Environment Commitment G.I.P.P.E.R.: G.I.P.P.E.R. Statement of Principle The Board in 1990-07-23, adopted the following G.I.P.P.E.R. (Government 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 vendors are encouraged to be pro-active in assisting the Board in achieving this principle. Alternative goods and services, suggested by the Vendor, addressing the above principle will be considered by the Board, within a reasonable price range.
- 3.12 **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 form 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 our herein, this Quotation or any contract resulting from this Quotation may be unconditionally cancelled by the Board without notice to the Vendor.
- 3.13 Workplace Hazardous Materials Information System ("WHMIS"): The Vendor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization.
 - 3.13.1 The successful Vendor shall provide a current and update printed material safety data sheet (MSDS) for each individual item listed on the quotation form. These legible hard copies of material safety data sheets shall be delivered to the Toronto Zoo within ten (10) business days of notification of award by the Toronto Zoo.
 - 3.13.2 For each item not listed on the quotation form, the successful bidder will be required to provide a MSDS for any controlled product upon the first delivery to the Toronto Zoo.
 - 3.13.3 The MSDS must include the date of publication
 - 3.13.4 A full disclosure of all ingredients must be included in the ingredient section, unless the product has an exemption from full disclosure under the Hazardous Materials Act
- 3.14 **International Shipments & Importing:** In the event that goods, materials, articles or equipment, specified or called for if applicable herein, are to be furnished from a point outside Canada at a price which is expressly not include importation charges into Canada or delivery in the Toronto area, the Vendor shall provide the Board with any information requested by the Board regarding the tariff classifications or valuation of the goods, materials, articles or equipment.



OR EQUIVALENT

Specifications

Page 10of15

The Vendor shall ensure that if applicable, four copies of the following documents are completed and accompany the goods, materials, articles or equipment.

- 1. Canada Customs Invoice or Vendor's commercial invoice if it contains all the information required on a Canada Customs Invoice;
- 2. Cargo control document, bill of lading or similar documents;
- 3. Exporter's certificate of origin;
- 4. Shippers Export Declaration; and
- 5. Any tariff classification rulings for the goods, materials, articles or equipment.

3.15 Plant Production Limitations:

- 3.15.1 If any Unit ordered and the Contract cannot be manufactured because of plant production limitations, the Toronto Zoo reserves the right to purchase the current replacement model at a revised price.
- 3.15.2 The price shall be based on a percentage adjustment based on (i) the published manufacturer's retail/list prices at the of the Tender and (ii) the first published manufacturer's retail/list prices for the next model year.
- 3.15.3 The Contractor shall notify the Manager of Financial Services in writing if such production occurs, and shall submit with the letter of notification; comparative manufacturer's retails lists supporting the proposed revision(s).
- 3.16 **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.
- 3.17 **Pricing** Prices offered are fixed for one (90) days.
- 3.18 **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.
- 3.19 **Indemnity:** The Vendor shall at all times well and truly save, defend, keep harmless and fully indemnify the Board, the Toronto Zoo Foundation 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.
- 3.20 **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.



OR EQUIVALENT

Specifications

Page 11of15

- 3.21 **Incurred Costs**: The Bidder shall bear all costs and expenses with respect to the preparation and submission of its quotation and the bidder participation in the quotation 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 Board, preparation of questions for the Board, and contract discussions and negotiations. The Board shall not be responsible for or liable to pay any quotation costs of any bidder regardless of the conduct or outcome of the Quotation Request, Purchase Order process, or Contract process.
- 3.22 **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.
- 3.23 **Right of Notice:** Any notice that the Board may require 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 therefor be presumed to have been received by the Vendor on the third day following such registration.
- 3.24 **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.
- 3.25 **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.
- 3.26 **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 Quotation as submitted.





OR EQUIVALENT SUBMISSION FORM

Page 12of15

4.0 SUBMISSION FORM

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.

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

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.

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.

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.

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

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

Name of Firm:	Signature of Signing Officer(s)	
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$RFQ\ 06\ (2013-02) - \textbf{FERRIS}\ \textbf{IS}\ \textbf{5100Z}\ \textbf{ZERO}\ \textbf{TURN}\ \textbf{RADIUS}\ \textbf{MOWER}$

OR EQUIVALENT SUBMISSION FORM

Page 13of15

PRICING SCHEDULE			
Qty	Description	Make & model # offered	Price each, HST extra
1	2013 or newer Ferris IS 5100Z Zero turn radius mower or equivalent		\$
Other			
Delivery-	April 26, 2013 or earlier		
Confirm guaranteed period of delivery after receipt of a purchase order		/days	

Name of Firm:	Signature of Signing Officer(s)	
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RFQ 06 (2013-02) – **FERRIS IS 5100Z ZERO TURN RADIUS MOWER OR EQUIVALENT**

Page 14of15

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.

|--|

RFQ 06 (2013-02) – FERRIS IS 5100Z ZERO TURN RADIUS MOWER OR EQUIVALENT Closing Date - Tuesday 2012-03-12 by 1200 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

RFQ 06 (2013-02) – **FERRIS IS 5100Z ZERO TURN RADIUS MOWER OR EQUIVALENT**

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

Page 15of15

NOTICE OF NO BID

INSTRUCTIONS:

Project/quantity too large.

We do not offer services or commodities to

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.

Project/quantity too small.

Cannot meet delivery or completion

these requirements	requirement	
We do not offer this service or commodity.	Agreements with other company do not permit us to sell directly.	
Cannot handle due to present commitments.	Licensing restrictions	
Unable to bid competitively.	We do not wish to bid on this service or commodity in the future.	
Insufficient information to prepare quote/proposal/tender	Specifications are not sufficiently defined	
We are unable to meet bonding or insurance requirements.		
Other reasons or additional comments (please	explain):	
Company Name:		
Address		
Contact Person:		
Signature of Company Representative:		
Date:		
Phone Number:		
Email address		
Fax Number:		