



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

Telephone: 416-392-5900
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Chair
Joe Tarzok

Chief Executive Officer
John Tracogna

Chief Operating Officer
Robin D. Hala

2013-01-28

**REQUEST FOR QUOTATION
SUPPLY AND DELIVERY OF GRAVEL, LIMESTONE AND SAND
RFQ #109 (2013-01)**

The Toronto Zoo invites you to submit a quote to supply all labour and equipment necessary for the supply, loading, weighing and delivery of various gravel, limestone and sand, on an as and when required basis, for the period ending 2013-12-31, delivery to, Toronto Zoo, 361A Old Finch Avenue, Scarborough, ON.

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.

Tendering documents are available to download at no charge from the Toronto Zoo website, <http://www.torontozoo.com/ExploretheZoo/BusinessOpportunities.asp>.

Bidders are solely responsible for downloading all documentation and checking periodically for any addenda prior to the stipulated closing date.

Due Date: Your quotation must be completed, and received by the Supervisor, Purchasing & Supply, by facsimile at 392-6711:

Date **Tuesday 2013-02-12, 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 concerning the contract terms and conditions, please contact Peter Vasilopoulos, Supervisor of Purchasing & Supply, 416-392-5916.

Yours truly,

Paul K. Whittam
Manager, Financial Services

1. INSTRUCTIONS

- 1.1 Ensure that you have received all **9** pages of the Request for Quotation (RFQ) package.
- 1.2 Complete ALL FORMS in section 3.0 and return by facsimile, (416) 392-6711, by due date and time received on or before **Tuesday, 2013-02-12, by 1200 hours (noon)** or your Quotation will not be considered. Include signed copies of any addenda with your proposal package.
- 1.3 Bidders are solely responsible for downloading all documentation and checking periodically for any addenda prior to the stipulated closing date.
- 1.4 Quotes including completed forms can be submitted facsimile to 416 392-6711
- 1.5 Show itemized cost of HST if applicable
- 1.6 Quotation prices shall remain in effect for a period of ninety (90) days from the Quotation due date.
- 1.7 Prices are inclusive of customs, duties and freight.
- 1.8 The contract award as a result of this quotation to the successful bidder shall be in effect to 2013-12-31 or until cancellation by the Toronto Zoo due to non-performance or poor performance of the supplier(s).
- 1.9 The quantities listed in the quotation are estimated only, based on last year's usage. The estimated quantities shall be used as the basis for calculating and determining the low bid. The quantities are not guaranteed to be accurate and are provided without any commitment from the Toronto Zoo, whether increased or decreased. Actual quantities may be considerably more or less.
- 1.10 All aggregates shall conform to applicable OPSS standards.
- 1.11 Payment will be made subject to the provision of monthly invoices submitted to the Toronto Zoo with appropriate receipt tickets signed by Toronto Zoo personnel.
- 1.12 Quote discounts or quantity price breaks separately on FORMS.
- 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
E-mail: pvasilopoulos@torontozoo.ca

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

Bruce Cullen.
Supervisor, Horticulture
Tel: 416 392-5954
E-mail: bcullen@torontozoo.ca

1.0 GENERAL REQUIREMENTS:

The Horticulture Unit of the Toronto Zoo requires supply and delivery of gravel, limestone and sand on an as and when required basis, for the period ending 2013-12-31. The following are the estimated annual requirements for 2013.

2008 Estimated Annual Quantity and Description:

- 200 Metric tonne Granular A
- 150 Metric tonne Limestone Screening
- 150 Metric tonne Concrete Sand
- 150 Metric tonne Brick Sand
- 50 Metric tonne River Stone (washed)
- 50 Metric tonne 4” – 8” Gabion Stone
- 50 Metric tonne 3/8” Pea Stone
- 50 Metric tonne 2”-3” Clear Limestone
- 50 Metric tonne ¾” Clear Limestone
- 50 Metric tonne 2” Limestone crusher run
- 100 Metric tonne ¾” Limestone crusher run
- 50 metric tonne 3/8” Recycled asphalt (RAP)

Delivery

- Quantity and delivery of each order will be arranged by the Supervisor of Horticulture and delivered to The Toronto Zoo, 361 Old Finch Avenue, Scarborough, Ontario M1B 5K7
- **Delivery in tri-axle loads only**

Source

Bidder shall state location of the quarry and stock yard

Quarry _____

Stock Yard _____

2.0 TERMS AND CONDITIONS

2.1 **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.

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 deliver. 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 therefor. The Vendor shall not be entitled to any interest upon any bill due to delay in its approval by Chief Executive Officer (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 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.

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 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.

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 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.
- 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 **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 Bid as submitted
- 2.16 **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 SUBMISSION FORMS:

/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 Signing Officer	Title:
Signature:	Date:
Contact Name:	Title:
Address:	
Telephone #:	Fax #:
Email:	Web Site:
HST #:	

PRICE SCHEDULE				
Item	Description Supply and delivery to 361A Old Finch Avenue, Scarborough, Ontario	Estimated Annual Requirements (tonnes)	Price per metric tonne , HST extra	Extended Price
	Granular A	200		
	Limestone Screening	250		
	Concrete Sand	200		
	Brick Sand	200		
	4” – 8” River Stone	50		
	4” – 8” Gabion Store	50		
	3/8” Pea Stone	50		
	2” – 3” Clear Limestone	50		
	¾” Clear Stone	50		
	2” Limestone crusher run	50		
	¾” Limestone crusher run	50		
	3/8” Recycled Asphalt (RAP)	50		
		Sub-total		
		HST		
		Total		

COMMITMENT TO DELIVER	YES / NO
Please confirm that you are able to deliver to Toronto Zoo 361A Old Finch Avenue, within 2 days of orders placed	
Confirmation of delivery tri-axle only	

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)	

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 109 (2013-01) – SUPPLY AND DELIVERY OF GRAVEL AND SAND

Closing: Tuesday, 2013-02-12, 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.	<input type="checkbox"/>	

Other reasons or additional comments (please explain):

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