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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 on or before due date and time of **Tuesday 2014-03-18, 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 Unless otherwise indicated herein, the prices stated are payable in Canadian Funds, GST/HST excluded.
- 1.5 Use the attached submission label, when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- 1.6 Quotation prices shall remain in effect for a period of ninety (90) days from the Quotation due date.
- 1.7 Include product information and pictures, as necessary.
- 1.8 Quote discounts or quantity price breaks separately on FORMS.
- 1.9 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.
- 1.10 It is the responsibility of the Bidder to understand all aspects of the RFQ and to obtain clarification if necessary before submitting their quotation.
- 1.11 If it becomes necessary to revise any part of this RFT, the revisions will be by Addendum posted electronically in Adobe PDF format on the Toronto Zoo's website. Bidders and prospective bidders should check the site frequently for any updated information and addenda issued, before the closing date and time.
- 1.12 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
 - Parts and service availability
 - Delivery time/schedule/ lead time for the supply and delivery
 - Payment terms
 - Value added offerings
- 1.13 For any questions concerning the contract terms and conditions of this RFQ, please contact:

**RFT 07 (2014-02) 2014 OR NEWER J.C.B. MODEL 205 WHEELED
SKIDSTEEER OR EQUIVALENT
INSTRUCTIONS**

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:

James Love
Supervisor, Transit & Fleet
Tel: 416 392-5987
E-mail: jlove@torontozoo.ca

2.0 SPECIFICATIONS & GENERAL REQUIREMENTS:

This technical specification applies to:

ONE (1) 2014 or newer J.C.B. MODEL 205 WHEELED SKIDSTEER 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:

1. 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/yd²,
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 either in the “Specify: _____” space following the “YES” or on a separate 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 satisfaction of the Toronto Zoo.

III. “NO” RESPONSES:

1. A Bid not completely meeting a requirement which has a “Specify: _____” space to be completed in the specification must be:
 - 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

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SKIDSTEER OR EQUIVALENT
Specifications**

after the "NO" statement.

A "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 One (1) 2014 J.C.B. MODEL 205 WHEELED SKIDSTEER OR EQUIVALENT in accordance with the following specifications.

Vehicles are to be delivered to:

Attn: James Love, Transit & Fleet Supervisor 416-392-5987
Toronto Zoo
Vehicle Maintenance Centre
361A Old Finch Road,
Toronto, ON M1B 5K7

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2.7 SPECIFICATIONS:

2.8 YEAR, MAKE AND MODEL OFFERED:

Model Year.....Specify: _____

Manufacture.....Specify: _____

ModelSpecify: _____

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:

STANDARD.....Specify: _____

2.10 STANDARD EQUIPMENT:

Vehicles must be delivered with all Manufacturers Standard Equipment in regard to comfort, utility, safety and convenience,

2.11 OPTIONAL EQUIPMENT:

In addition to Manufacturers Standard Equipment and features, vehicles must be equipped with the following options:

Specifications Required	State verification – Yes/No	If equipment offered does not comply, indicate Manufacturer’s specification of equipment offered
Diesel Engine, Minimum 60 H.P		
Fuel Tank, Minimum 60 Litre		
Four Wheel Drive with non-adjustable axles		
Travel Speed, Minimum 20 KMS. per/hr		
Roll Bar Protection		
Air Ride Seat with Arm Rests		
Enclosed Cab w/ Heater and Defroster with Wiper and Washers		
Pneumatic Tires		
60” Standard Bucket, General Purpose W/Q Fit		
Rear Mounted Weighted Kit		
Roof Mounted Orange Beacon		
Lighting package including road lights and four way emergency flashers		
Reverse Alarm		
Slow Moving Vehicle Sign, mounted		
In Cab mounted fire extinguisher		

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Miscellaneous		
Four (4) sets of keys		
Service parts manuals, if available		
Operators Manual, Parts & Services		

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

SPECIFY: _____

2.14 WARRANTY:

Bidders must attach warranty details with bid submission

SPECIFY: _____

Bidder must attach list component warranties offered by component manufacturers with bid submission, if any

SPECIFY: _____

2.15 PART B: SERVICES:

All services below to be provided at no additional cost to the Toronto Zoo.

2.16 SERVICE B-1: RUSTPROOFING:

Factory rust proofing

SPECIFY: _____

(Process)

2.17 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: _____

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 Goods and Services 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 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 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.
- 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.

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 Labor 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.

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 therefore 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.

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OR EQUIVALENT
SUBMISSION FORM**

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

4.1

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 RFQ due date.

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OR EQUIVALENT
SUBMISSION FORM**

PRICING SCHEDULE		
Qty	Description	Price each, HST extra
1	2014 OR NEWER J.C.B MODEL 205 WHEELED SKIDSTEER	\$
	SUPPLY AND INSTALL LICENSE PLATES WITH NOVEMBER EXPIRE	\$
	Optional Options pricing	
	STANDARD PALLET FORKS W/Q FIT	\$
	STANDARD SNOW BLADE W/Q FIT	\$
	STANDARD SNOW BLOWER HYDRAULIC DRIVEN W/Q FIT	\$
	POWER STREET SWEEPER HYDRAULIC DRIVEN W/WATER TANK Q FIT	\$
	Delivery	
	Confirm guaranteed period of delivery after receipt of a purchase order	/days

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.

Vendor Name _____

RFQ 07 (2014-02) 2014 OR NEWER J.C.B. MODEL 205 WHEELED SKIDSTEEER
Closing Date - Tuesday 2014-03-18, 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**

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 (as) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposal/Quotation/Tender documents or forms. Please just return this completed form by fax or by mail prior to the official closing date. Purchasing and Supply Fax Number: (416) 392-6711.

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

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

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