



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

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

Chair
Joe Torzsok

Chief Executive Officer
John Tracogna

Chief Operating Officer
Robin D. Hale

2015-04-21

**REQUEST FOR QUOTATION
ASPHALT REPAIR SERVICES
RFQ 127 (2015-04)**

The Toronto Zoo invites you to submit a quote to provide all of the labour, material and equipment necessary to provide asphalt repairs in 2015, on the Toronto Zoo grounds on an as required basis. The work shall commence as soon as possible once the project is awarded and a Purchase Order has been issued.

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., Toronto, Ontario, M1B 5K7 by:

Wednesday, 2015-04-29, 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. If you have any technical queries regarding this request for quote, please contact Rene McGraw, Supervisor, General Maintenance (416) 392-5990.

Yours truly,

Paul K. Whittam
Manager, Financial Services

Table of Contents

SECTION	DESCRIPTION	PAGE NO.
RFP LETTER	Invitation Letter	1
T.O.C.	Table of Contents	2
1.0	Instructions	2
2.0	Project requirements	3
3.0	Terms & Conditions	4
4.0	Submission Form	8
	Submission Label	10
	Notice of No Bid	11

INSTRUCTIONS

- 1.0 Ensure that you have received all **eleven (11) pages** of the RFQ package.
- 1.1 Complete ALL FORMS in section 4.0 and return by due date and time received on or before **Wednesday, 2015-04-29, 1200 hours (noon, local time)** or your Quotation will not be considered. Include signed copies of any addenda with your proposal package.
- 1.2 Show itemized cost of HST, if applicable.
- 1.3 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
- 1.4 All Prices submitted shall be quoted in Canadian currency.
- 1.5 Quotations must not be submitted by facsimile or email.
- 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 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.
- 1.9 It is the responsibility of the Bidder to understand all aspects of the RFQ and to obtain clarification if necessary before submitting their quotation.
- 1.10 For any questions concerning the contract terms and conditions of this RFQ, please contact:

Peter Vasilopoulos
 Supervisor, Purchasing & Supply
 T 416-392-5916
 F 416-392-6711
 E-mail: pvasilopoulos@torontozoo.ca

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

Rene McGraw
 Supervisor, General Maintenance
 T 416 -392- 5990
 E-mail: rmcgraw@torontozoo.ca

2.0 PROJECT REQUIREMENTS

The contractor is responsible for all pricing and all other arrangements with their subcontractors as required. The work shall commence once the project has been awarded and a Purchase Order issued.

2.1 SPECIFICATIONS

The Toronto Zoo requires a contractor to supply all labour, material and equipment necessary for the procurement of asphalt repairs in 2015 on the Toronto Zoo grounds on an as required basis meeting the description and specifications noted below:

- 2.1.1 Saw cut all asphalt areas to be replaced.
- 2.1.2 Removal of existing asphalt off site
- 2.1.3 Re-grade and compact existing stone to create positive drainage
- 2.1.4 Supply and place any required stone if grade too low
- 2.1.5 Supply and spread HL8 base course asphalt to a compacted thickness of 50mm
- 2.1.6 Supply and spread HL3 surface course asphalt to a compacted thickness of 40mm

The number of area(s) and the size of areas for asphalt repairs will be determined on a priority basis by the Supervisor, General Maintenance. Supervisor, General Maintenance shall inspect and approve the work upon completion and approve the submission of costs based on the area x unit price.

2.2 SAFETY SPECIFICATIONS FOR INSTALLATION

- 2.1.7 It is the responsibility of the Contractor to protect the site as required during repairs.
- 2.1.8 Ensure that awareness of public safety is considered during the repair period.
- 2.1.9 Contractor is responsible for blocking off all areas under repair from traffic (foot & vehicle) until fully cured.
- 2.1.10 The contractor is to abide by applicable Toronto Zoo Health & Safety Policies.
- 2.1.11 The contractor is to abide by applicable Toronto Zoo Health & Safety Policies, the Ontario Health and Safety Acts, the Ontario Building Code and all other applicable codes including the Fire Codes.
 - i. SAFE-002 Health & Safety Hazard Reporting
 - ii. SAFE-017 Contractors Safety
 - iii. SAFE-018 Vehicles on Site
 - iv. SAFE-007 Working in Confined Space
 - v. SAFE-025 Hot Work
 - vi. SAFE-013 Equipment Lockout/Tagout

Toronto Zoo's Commitment to the City of Toronto's Corporate Smog Alert Response Plan

- 2.1.12 It is the responsibility of the Contractor to ensure that the work site is properly protected at all times. All work sites must be marked and barriered adequately with construction signs posted to secure and isolate the work site from the public or other personnel that have access to the area.

2.3 INSPECTION

- 2.1.13 All material and equipment used in the performance of the work shall be subject to inspection or test and shall meet the approval of the Toronto Zoo

2.1.14 Should materials or equipment be defective in quality of workmanship, or otherwise fail to conform to specifications set forth, the Toronto Zoo shall have the right to reject them or require their immediate correction

2.4 OTHER INFORMATION

The successful bidder must demonstrate the ability to complete the work to standards acceptable to the Zoo and prove past performance in the completion of similar types of work for other clients by providing relevant examples of work and references.

2.5 PERFORMANCE EVALUATION

The Contractor's performance will be evaluated by the Chief Operating Officer and/or Chief Operating 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 Operating Officer and/or Chief Operating Officer's Representative, the Contractor and/or its affiliates may become ineligible from bidding on future contracts issued by the Board.

3.0 TERMS AND CONDITIONS

3.1 **Definitions:** Wherever used in the Request for Quotation the word "**Board**" means the Board of Management of the Toronto Zoo and the word "**Vendor**" or "**Contractor**" 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. 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 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.

3.5 **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).

- 3.6 **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.
- 3.7 **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.

- 3.8 **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.
- 3.9 **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.
- 3.10 **Insurance:** The Contractor shall, at his/her own expense obtain and, until the work is fully complete maintain, broad-scope insurance coverages, hereof, satisfactory to the Chief Executive Officer as to form and substance, with the indicated policy form of the Canadian Construction Documents Committee (CCDC), its equivalent or better subject to such modifications therein to cover unusual aspects of the work, working conditions or other circumstances as may be specified elsewhere in the Contract.
- 3.10.1 The Contractor shall effect, maintain and keep in force, at its sole cost and expense and satisfactory to the Chief Executive Officer as to form and substance the insurance described below:
- 3.10.2 All risks property insurance on property of every description and kind owned by the contractor or for which the Contractor is responsible while on the premises of the Board in an amount not less than full replacement value. The policy shall be endorsed to provide a waiver of subrogation against the Board for any loss or damage to insured property, however caused.
- 3.10.3 Commercial general liability insurance, including owners' and contractors' protective, products, completed operations, personal injury, employer's liability, contractual liability, occurrence basis property damage, liability arising from the sale of serving of alcoholic beverages and provisions for cross liability and severability of interests with a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. The policy shall be endorsed to name the Board as an additional insured with respect to the operations of the Contractor under this agreement.
- 3.10.4 Standard automobile liability insurance for all owned vehicles with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

- 3.10.5 All policies of insurance required to be taken out by the Contractor shall be placed with insurers licensed to conduct business in the Province of Ontario and shall be subject to the approval of the Chief Executive Officer, acting reasonably.
- 3.10.6 The Contractor shall deliver to the Board evidence of the insurance required prior to the commencement of the agreement, in form and detail satisfactory to the Chief Executive Officer acting reasonably.
- 3.10.7 The provisions of this section 2.11 shall no way limit the requirements and obligations imposed on the Contractor elsewhere in the Contract, nor relieve the Contractor from compliance therewith and fulfillment thereof.
- 3.10.8 The parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the Contractor.

The provisions of this article shall in no way limit the requirements and obligations imposed on the Contractor elsewhere in the Contract, nor relieve the Contractor from compliance therewith and fulfillment thereof

- 3.11 **Indemnity:** The Vendor shall at all times well and truly save, defend, keep harmless and fully indemnify the Board 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.
- 3.12 **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.
- 3.13 **Proposal/Quotation Costs:**
The proponent shall bear all costs and expenses with respect to the preparation and submission of its proposal/quotation costs and the bidder participation in the proposal/quotation/proposal costs 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 Toronto Zoo, preparation of questions for the Toronto Zoo, and contract discussions and negotiations.
- The Toronto Zoo shall not be responsible for or liable to pay any proposal/quotation costs of any proponent regardless of the conduct or outcome of the proposal/quotation Request, Purchase Order process or Contract process
- 3.14 **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.

-
- 3.15 **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 therefore be presumed to have been received by the Vendor on the third day following such registration.
- 3.16 **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.
- 3.17 **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 Tender as submitted
- 3.18 **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.
- 3.19 **Governing Law** This RFQ and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario

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.

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 QUOTATION PRICING

PRICING		
ESTIMATED QUANTITY (for evaluation purposes only)	DESCRIPTION	Unit price – per sq. mt., HST extra
2300 SQ Metres	To supply labour, material and equipment necessary to provide asphalt repairs for the 2015 season.	\$ /sq. metre

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 127 (2015-04) – ASPHALT REPAIR SERVICES

Closing: Wednesday, 2015-04-29 , 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(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"/>	

<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:	