

2022-03-18

**REQUEST FOR QUOTATION  
ELECTROSTATIC FENCE PAINTING  
RFQ 20 (2022-03)**

The Toronto Zoo invites you to submit a quotation, unit/labour rates, for the labour, tools, equipment, supply of/and install of materials required to complete electrostatic fence painting on an as required basis. All work is to be completed in accordance with the specifications in the Request for Quotation (RFQ).

The work shall commence as soon as possible, upon notification of requirement and issue of a Purchase Order.

The Quotation package includes Instructions, Terms & Conditions, Requirements, and Forms. Quoted rates shall remain in effect for a period of twelve (12) months from the Quotation due date.

Site Meeting: A site meeting has not been scheduled for this request. If you would like to review the site, please contact Ben Knoop, [bknoop@torontozoo.ca](mailto:bknoop@torontozoo.ca)

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:

**Friday, 2022-04-01, 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 Ben Knoop, Project Manager at [bknoop@torontozoo.ca](mailto:bknoop@torontozoo.ca).

Yours truly,

Alia Lee  
Director, Finance & Technology

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**1.0 INSTRUCTIONS**

- 1.1 Ensure that you have received all **fifteen (14)** pages of the RFQ package.
- 1.2 A site meeting can be available upon request.
- 1.3 Your quotation must be completed, and received by

**Friday, 2022-04-01, 1200 hours (noon, local time)**

Submission – Temporary process - In view of the current situation with COVID 19 and to limit personal interaction, on an temporary basis submissions for this Request for Proposal can be submitted electronically by email in a PDF file, prior to the submission deadline to the following email address

[bids@torontozoo.ca](mailto:bids@torontozoo.ca)

and note the following:

Subject of the file to be: RFQ# - Title of RFQ – Vendor name.

- a. Amendments to a Quotation may be submitted via the same methods, at any time prior to the Closing Time.
- b. It is the Supplier's sole responsibility to ensure its Bid is received by the Submission Deadline in accordance with the requirements of this RFP. The receipt of Bids can be delayed due to a number of factors including "internet traffic", file transfer size and transmission speed. The Supplier should allow sufficient time to download, complete and upload, as applicable, the submission forms comprising its Bid and any attachments.

A Bid will only be considered to be submitted once it has been received by the Toronto Zoo. The time of such receipt is reflected by the time received stamped by the Toronto Zoo's email application.

- 1.4 Quotations must not be submitted by facsimile, email or any other electronic format.
- 1.5 Show itemized cost of HST if applicable.
- 1.6 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.
- 1.7 All Prices submitted shall be quoted in Canadian currency.
- 1.8 Use the attached submission label, when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- 1.9 Quotation prices and rates shall remain in effect for 2022. Provide any variance, due to inflation, in the 2023 column of the table in section 4.1
- 1.10 Include product information, samples, and pictures, as necessary.

- 1.11 Provide references of at least three (3) clients for whom your company has performed similar work. References must include photos of three (3) different installations, client company name, contact name, address and e-mail address.
- 1.12 It is the responsibility of the Bidder to understand all aspects of the RFQ and to obtain clarification if necessary before submitting their quotation.
- 1.13 No Guarantee of Volume of Work or Exclusivity of Contract – Toronto Zoo makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Contract will not be an exclusive contract for the provision of the described Deliverables. The Toronto Zoo may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.
- 1.14 For any questions concerning the contract terms and conditions of this RFQ, please contact and any questions regarding this RFQ must be forwarded by the end of the day Thursday, 2022-03-24

Peter Vasilopoulos, Supervisor,  
Purchasing & Supply, Tel: 416-392-5916, Fax: 416-392-6711,  
E-mail: [pvasilopoulos@torontozoo.ca](mailto:pvasilopoulos@torontozoo.ca)

## **2.0 TERMS AND CONDITIONS**

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

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

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

- 2.6 **Notice of Delivery:** The Vendor shall notify the Purchasing Agent of the Board at the address given for the mailing of invoices, in writing as soon as possible of the details of the shipment of the goods, materials, articles or equipment.
- 2.7 **Right to Cancel:** The Board shall have the right to cancel at any time this Quotation or any contract or any part of any contract resulting from this Quotation in respect of the goods, material, articles, equipment, work or services set out in this Quotation or any such contract or part of such contract, not delivered or performed at the time of such cancellation, and the Board will not be responsible to make any payments in respect of any such goods, materials, articles, equipment, work or services and shall not incur any liability whatsoever in respect thereto.

In the event that the Vendor fails or neglects by any act or omission to comply with any of the conditions set out herein, this Quotation or any contract resulting from this Quotation may be unconditionally cancelled by the Board without notice to the Vendor.

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- 2.8 Official Agreement: No verbal arrangement or agreement, relating to the goods, material, articles, equipment, work or services, specified or called for under this Quotation, will be considered binding, and every notice advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.
- 2.9 Worker's Rights: The Vendor shall comply with the conditions of the Board relating to Worker's Rights, a copy of which is available on application to the Manager, Fair Wage and Labour Trades Office, City of Toronto, 18<sup>th</sup> Floor, West Tower, City Hall, Toronto, Ontario, M5H 2N2 or by phone at 416-392-7300.
- 2.10 Indemnity: The Vendor shall at all times well and truly save, defend, keep harmless and fully indemnify the Board, the City of Toronto, Toronto Region and Conservation Authority and their servants, employees, officers or agents, hereinafter called the "Indemnities", from and against all actions, suits, claims, demands, losses, costs, charges, damages, and expenses, brought or made against or incurred by the Indemnities, its or their servants, officers, employees, agents or invitees in any way relating, directly or indirectly, to goods, material, articles or equipment supplied or to be supplied, or to the supplying of goods or services, pursuant to this Quotation, or any other claim, action, suit, demand, loss, cost, charge, damage or expense relating to copyright, trademark or patent with regard directly or indirectly with any such goods, services, material, articles or equipment or the supply or performance thereof.
- 2.11 Liability for Acts of Vendor Employees, Contractors or Agents: The Vendor acknowledges responsibility and accepts liability for the acts of any of its employees, contractors and agents while on Toronto Zoo property. The Toronto Zoo reserves the right to request background checks for any individual providing the services requested on behalf of the Vendor.
- 2.12 Guaranty of Quotation: All goods, material, articles, equipment, work or services, specified or called for in or under this Quotation, shall be supplied or performed at the price or process and on the basis set forth or referred to in and in accordance with the Offer and this Quotation. The basis on which this Quotation is given shall include any specifications, plans, price schedules, samples, addenda or other details pertaining thereto, or provided in connection therewith.
- 2.13 Right of Notice: Any notice that the Board may be required or desire to give to the Vendor shall for all purposes to be deemed to have been sufficiently and properly given and afforded by registered mail addressed to the Vendor at the address shown for the Vendor on this form and shall therefore be presumed to have been received by the Vendor on the third day following such registration.
- 2.14 Formal Contract: The Vendor may be required and shall, if requested by the solicitor for the Board so to do, to execute and enter into a formal contract that is satisfactory to the solicitor for the Board, in order to document the contract resulting from this Quotation and to embody indemnity and related provisions that in the opinion of such solicitor are required to protect the Board.
- 2.15 Charity Status: The Toronto Zoo is a registered charitable organization (registration #BN 119216398RR0001) and accordingly may be eligible for preferred pricing which should be reflected in the Quotation as submitted.

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- 2.16 Performance Evaluation: The Contractor's performance will be evaluated by the Chief Executive Officer and/or Chief Executive Officer's Representative during the Contract and at the end of the Contract. In the event that the Contractor's performance is considered unsatisfactory by the Chief Executive Officer and/or Chief Executive Officer's Representative, the Contractor and/or its affiliates may become ineligible from bidding on future contracts issued by the Board.

### **3.0 PROJECT REQUIREMENTS AND SPECIFICATIONS**

The scope of work includes the labour, tools, equipment and materials to complete electrostatic fence painting, as needed, across the Toronto Zoo site. This includes, but is not limited to, the items listed below. All work is to be completed in accordance with associated codes and specifications in addition to the requirements listed within the Request for Quotation (RFQ). The contractor is responsible for all pricing and all other arrangements with all subcontractors as required.

Work to be performed during the period of April 1 to October 31.

The work shall commence as soon as possible, upon notification of requirement and issue of a Purchase Order.

#### **3.1 SCOPE OF WORK**

1. All work to be completed in accordance with applicable codes and specifications.
2. Work to be completed during normal operating hours, unless arranged otherwise.
3. Once the successful contractor has been selected, the Toronto Zoo will select areas for painting.
4. Carefully and adequately protect, as required, surfaces not requiring painting in areas where painting is being carried out.
5. Apply paint under dry conditions
  - a. Paint is to be applied using an electrostatic sprayer.
6. Remove all loose rust, paint, and other solid contaminants. Remove dust, wax and grease by power washing with Benjamin Moore's Oil & Grease Emulsifier (Supplied by Toronto Zoo). Rinse surface thoroughly with clean water and allow to dry prior to painting.
7. Areas to be painted include fence posts, fence mesh, and fence hardware (all paint and primer to be supplied by the Toronto Zoo).
  - a. New galvanized fencing is to be painted with a thin coat of enamel. The galvanized finish will be slightly visible through the new paint when finished.
  - b. Existing fencing is to be spot primed where required and completely painted to the dry film thickness as recommended by the paint manufacturer.
8. Any damage to Toronto Zoo property as a result of this work must be repaired by the contractor at no expense to the owner.
9. The contractor is to notify the Toronto Zoo upon completion of the work. The work is to be reviewed and approved by the Toronto Zoo prior to acceptance of the work.
10. Clean the work area and remove all debris from site on a daily basis. A thorough clean-up of the work area is to be undertaken upon completion of the work.

#### **3.2 CONTRACTOR RESPONSIBILITIES**

1. Regular meetings/communication with the Toronto Zoo Project Team to review



project status and to discuss issues that may arise during the project.

2. Provide samples, mock ups, etc. as required to the Project Team.
3. Provide product information, SDS sheets and colour samples to the Project Team prior to start of the work where applicable.
4. Provide the Zoo with a minimum one (1) year warranty upon completion of the project.
5. Protect adjacent areas not included in the project. Any damage caused will be the responsibility of the contractor to rectify at no additional cost to the Zoo.
6. Clean-up the work area daily and make good any damage caused as a result of the work.
7. Secure the work site and provide construction signs and barriers to prevent injury to Zoo personnel and the public who will require access to the space during the work.
8. Upon award of contract, Contractor is to finish all work, including clean up and demobilization by the completion date specified.

### **3.3 PAYMENT**

1. At the completion of the work, the Contractor shall submit invoices to the Toronto Zoo office within a reasonable timeframe.
2. All invoices must show the work order/PO number and be in detail. Equipment and Labour costs must be separated and shown to itemize equipment cost per item and amount of time included for labour with the labour rate shown. If requested by the Owner, the Contractor must provide a further breakdown of costs to justify the invoice before payment is processed.
3. Upon receipt, verification and approval of said invoice by the Owner, a cheque authorizing payment will be issued against the invoices submitted.
4. If upon receipt and verification of said invoice, Toronto Zoo is not in agreement, the invoice will be returned to the Contractor for re-consideration in accordance with comments submitted by the Toronto Zoo.

### **3.4 SAFETY SPECIFICATIONS**

1. It is the responsibility of the Contractor to protect the site as required during construction.
2. Ensure that awareness of public safety is considered and protect visitors in the vicinity during the construction period.
3. All necessary personal protective equipment must be worn at all times and SDS sheets must be available on site as required.
4. The contractor is to abide by applicable Toronto Zoo Health & Safety Policies

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- 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
    - vii. SAFE-039 Mandatory COVID-19 Vaccination Program
  
  5. The Ontario Health and Safety Acts, the Ontario Building Code and all other applicable codes including the Fire Codes.  
  
Toronto Zoo's Commitment to the City of Toronto's Corporate Smog Alert Response Plan
  
  6. 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.

### 3.5 **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. The successful bidder must also demonstrate and guarantee that they can produce the work in the allotted time.

**4.0 SUBMISSION FORMS:**

- a. 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.
- b. I/We, hereby, have received, allowed for and included as part of our submission all issued Addendum numbered \_\_\_\_\_.
- c. 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.
- d. 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.
- e. 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.

<b>COMPANY INFORMATION</b>	
Company Name:	
Name of authorized Signing Officer	Title:
Signature of authorized Signing Officer:	Date:
I have the authority to bind the corporation	
Contact Name:	Title:
Address:	
Telephone #:	Fax #:
Email:	Web Site:
HST #:	

**4.1 UNIT/LABOUR RATE PRICING**

1. Provide unit and labour rates for the following items.
2. The following are our Unit Prices for the work listed hereunder. The non-exclusive unit rates are to include all additional costs associated with mobilization/ demobilization, labour, material, warranty, taxes (excluding Harmonized Sales Tax), charges, payroll, burden and profit, etc. to facilitate the work listed below.
3. If any particular item has a minimum required quantity/time, specify as such.

Item	Unit	Minimum	2022 Pricing excl. HST	2023 Pricing excl. HST (if any variance)
<b>Painting Unit Rates</b>				
Painter c/w basic necessary painting tools	/hr		\$	\$
<b>Equipment</b>				
Power washer to clean fencing prior to painting. c/w all required hose to reach water supply	/day		\$	\$
Electrostatic sprayer	/day		\$	\$

COMMITMENT TO DELIVER	YES / NO
Please confirm that you are able to complete the work described on an as needed basis.	

WARRANTY	Specify
Please confirm minimum one (1) year warranty upon completion	

DISCOUNT	Discount	Days
Discount allowed for prompt payment and period within which invoice must be paid to qualify.	%	
<b>Discount/Donation</b>		
<b>Charity Status:</b> The Toronto Zoo is a registered charitable organization (registration #BN 119216398RR0001) and accordingly may be eligible for preferred pricing <b>which should be reflected in the Quotation as submitted.</b>		

<b>Name of Firm:</b>	
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**SUBMISSION LABEL****INTENTIONALLY LEFT BLANK**

**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.**

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

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

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

**APPENDIX A – LIST OF SUB-CONTRACTOR**

The Bidder proposes to sublet the following portions of the Work to the persons, firms or corporations indicated. The Bidder (Contractor) is responsible for all pricing with all subcontractors.

The Bidder submits that in proposing the under mentioned subcontractors, the Bidder has consulted each and have ascertained to our completed satisfaction that those names are fully acquainted with the extent and nature of the work and that they will execute their work with the requirements of the contract documents.

Work or services to be provided	Name and address of sub-contractor or person	Telephone

<b>Name of Bidder:</b>	
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**APPENDIX B - REFERENCES**

Bidders are required to provide at least three references listing Contracts similar to the project described in the Bid

Document and undertaken and/or completed within the past five (5) years. The Toronto Zoo reserves the right to check additional references and sources to those supplied by the Bidder.

**Company Profile**

Category	Description	Specify *
Legal Structure	Year Company Established	
Legal Structure	Joint Venture Corporation Partnership Registered Sole Proprietor or Other	
Key Personnel	Names and Titles of Officers Partners Principal	
Key Personnel	Name and title of key project personnel (e.g. Project Manager Superintendent Foreman etc.)	

**References**

Project Reference One:			
Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Location of Work:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Contract:			
Provide the names of Assigned Staff:			

<b>Project Reference Two:</b>			
Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Location of Work:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Contract:			
Provide the names of Assigned Staff:			

<b>Project Reference Three:</b>			
Client / Company Name:			
Representative for the Client:		Phone No.	
		Email Address:	
Location of Work:			
Nature / Scope of Work:			
Contract Dollar Value:			
Date and Length of Contract:			
Provide the names of Assigned Staff:			

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**APPENDIX C – ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)**

The Toronto Zoo supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA), 2005 and is committed to providing equal treatment and equitable benefits of Toronto Zoo services, programs and facilities in a manner that respects the dignity and independence of people with disabilities.

Accessibility for Ontarians with Disabilities Act (AODA) Requirements: "Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005, the contractor, i.e. successful bidder/proponent, shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. This training will take approximately twenty minutes and is available on-line at <http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>

The contractor, i.e. successful bidder/ proponent where requested by the Toronto Zoo shall provide written proof that all employees, agents, volunteers, or others for whom it is at law responsible have been trained as required under the act as well as any documentation regarding training policies, practices and procedures."