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Toronto, ON M1B 5K7
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2021-10-25

**REQUEST FOR QUOTATION
SUPPLY & DELIVERY SOLAR LED WALKWAY LIGHTING
RFQ 40 (2021-10)**

The Toronto Zoo invites you to submit a quotation for the supply and delivery of solar LED walkway lighting, as per the specifications listed within Section 3.0. 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 once the project is awarded and a Purchase Order has been issued. All work is to be completed and received no later than 2021-12-31.

The Quotation package includes Instructions, Terms & Conditions, Requirements, and Forms. Quoted prices shall remain in effect for a period of ninety (90) days from the Quotation due date.

Site Meeting: Upon request.

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, pvasilopoulos@torontozoo.ca or (416) 392-5916.

Yours truly,

Alia Lee
Director, Finance & Technology

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1.0 INSTRUCTIONS

- 1.1 Ensure that you have received all fourteen (14) pages of the RFQ package.
- 1.2 A site meeting can be available upon request.
- 1.3 Complete ALL FORMS in section 4.0 and return by due date and time received on or before **Tuesday, 2021-11-09**, 1200 hours (noon, local time) or your Quotation will not be considered. Include signed copies of any addenda with your proposal package.
- 1.4 Submission – Temporary process - In view of the current situation with COVID 19 and to limit personal interaction, on a temporary basis submission 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

and note the following:

- a. Subject of the file to be: RFQ# - Title of RFQ – Vendor name.
- b. Amendments to a Proposal may be submitted via the same methods, at any time prior to the Closing Time.
- c. It is the Supplier's sole responsibility to ensure its Bid is received by the Submission Deadline in accordance with the requirements of this RFQ. 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

- 1.5 Quotations must not be submitted by facsimile, email or any other electronic format.
- 1.6 Show itemized cost of HST if applicable.
- 1.7 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.
- 1.8 All Prices submitted shall be quoted in Canadian currency.
- 1.9 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
- 1.10 Use the attached submission label, when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- 1.11 Quotation prices shall remain in effect for a period of ninety (90) days from the Quotation due date.
- 1.12 Include product information, samples, and pictures, as necessary.
- 1.13 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.
- 1.14 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

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.

- 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 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.
- 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 work shall commence once the project has been awarded and a Purchase Order issued. The scope of work includes the supply and delivery of solar LED walkway lighting, complete with mounting pole, that meets the specifications listed within Section 3.0 as a minimum.

1. Fixture Requirements & Specifications:

2.1 FIXTURE AND MOUNTING POLE REQUIREMENT & SPECIFICATIONS

Solar LED Walkway Lighting	√ (Yes)	√ (No)	If NO, provide details on deviations to specifications	Comments
Fixture				
Manufacturer is not specified, but is subject to Toronto Zoo approval. Provide all spec sheets for quoted fixtures				
Fixtures shall be certified and approved for use within Canada., CSA approved				
Shall be solar powered, LED, stand-alone units				
Equipped with remote management; by means of remote, application or network based connectivity.				
Shall be suitable in all-weather conditions and carry an IP 66 rating, or equivalent.				
3000K – 6000K color temperature availability.				
Equipped with light dimming capabilities (0-10VDC preferred).				
Minimum 50,000-hour warranty.				
Equipped with LiFePO4 batteries, or equivalent.				
Operating temperature range of -40 degrees to +40 degrees Celsius.				
Optimal operating height to be 3-5 metres				
Equipped with slip fitter mounting option.				
Mounting hardware to be included.				
Provide fixture mounting instructions				

Solar LED Walkway Lighting	√ (Yes)	√ (No)	If NO, provide details on deviations to specifications	Comments
Mounting Pole				
Manufacturer is not specified, but is subject to Toronto Zoo approval				
Poles shall be certified and approved for use within Canada.				
Shall be 3-5 metres in height.				
Equipped with remote management; by means of remote, application or network based connectivity				
Shall be steel constructed pole with powder coat finish, or equivalent				
Colour to be suited to proposed fixture colour.				
Pole mount to be concrete base and auger base compatible				
Pole mount base cover to be provided.				
Provide associated pole details, mounting specifications and instructions				

3.1 SAFETY SPECIFICATIONS

1. The contractor is to abide by applicable Toronto Zoo Health & Safety Policies
 - 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

2. 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

4.0 SUBMISSION FORMS:

- a. I/We, having the authority to bind the firm, 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.

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 UNIT PRICING

The quantities listed for which unit prices are required are annual estimates only and do not constitute a warranty, or guarantee by the Zoo as the actual quantities to be purchased may be more or less. The quantities are to be used for the purpose of comparison Quotations. The Zoo expressly reserves the right to increase or decrease the quantities, as need dictates.

Manufacturer is not specified, but is subject to Toronto Zoo approval. Provide additional note for any bulb pricing discount that may apply in the event of bulk purchases.

Supply and delivery of items listed within Section 3.0 of this RFQ to FOB, Toronto Zoo, 361A Old Finch Avenue, Toronto, ON M1B 5K7

Qty	Description	Manufacturer & Model #	Price each, excluding HST	Extended Price
60	Supply and delivery of proposed solar LED fixture, complete with mounting pole and accessories, meeting the specifications listed within Section 3.0 of this RFQ.		\$	\$
	HST			\$
	Total			\$

COMMITMENT TO DELIVER	YES / NO
Please confirm that you are able to supply & deliver by 2021-12-31 If NO, please state alternate date.	

WARRANTY	Specify
Please confirm minimum twelve (12) month warranty upon completion.	

DISCOUNT	Discount	Days
Discount allowed for prompt payment and period within which invoice must be paid to qualify.	%	
	Discount/Donation	
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.		

Name of Firm:	
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SUBMISSION LABEL (N/A)

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 40 (2021-10) – SUPPLY & DELIVERY SOLAR LED WALKWAY LIGHTING
Due Date: Tuesday, 2021-11-09

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.	

Other reasons or additional comments (please explain):

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