



REQUEST FOR QUOTE
IRFQ #207 (2018-07) WATER FOUNTAIN AND BOTTLE FILLING STATION

Joshua Jaikaran
361A Old Finch Avenue, Toronto, Ontario, M1B 5K7
Email: jjaikaran@torontozoo.ca

Requested for Quote
Date issued: 2018-07-31
Requested by: Joshua Jaikaran
Email: jjaikaran@torontozoo.ca
*Please submit by e-mail: pvasilopoulos@torontozoo.ca
“IRFQ207 (2018-07) for: “WATER FOUNTAIN AND
BOTTLE FILLING STATION”
By: Tuesday, 2018-08-21 (12:00 noon)*

1) Site Meeting:

A site meeting will be available upon request.

2) Inquiry:

Any questions regarding this request for pricing should be forwarded by e-mail to jjaikaran@torontozoo.ca by end of day 2018-08-14. A formal response will be provided to all consultants in response to any questions received.

Please contact Joshua Jaikaran, Supervisor, and Projects & Exhibit Design at jjaikaran@torontozoo.ca for questions regarding the scope of work and specifications or contact Peter Vasilopoulos at pvasilopoulos@torontozoo.ca or (416) 392-5916 for questions regarding the terms and conditions of this request for quotation.

3) Insurance and WSIB Coverage:

If applicable, the **successful bidder** must provide a certificate of insurance on the Toronto Zoo’s standard form attached in the amounts of \$5,000,000 for Commercial General Liability and for \$2,000,000 Automobile coverage and a current WSIB certificate of clearance.

4) Work Schedule:

The successful bidder shall complete the work in this IRFQ on or before Friday, 2018-09-28.

5) Sales Taxes:

Prices bid shall exclude H.S.T.

6) Shipping Terms:

The materials and /or services shall be delivered FOB to the destination:
Toronto Zoo, 361A Old Finch Ave, Toronto, Ontario, M1B 5K7.

7) Pricing due date:

Please forward pricing by 12:00 noon on Tuesday, 2018-08-21 to pvasilopoulos@torontozoo.ca.

8) References:

Provide references of at least three (3) clients/end users, for whom your company has performed similar work (product installed). References must include photos of (3) different installations, client/end user company name, contact name, address and e-mail address.



Please provide a lump sum quote for the requirements detailed below:

SPECIFICATIONS/SCOPE OF WORK

The work shall commence once the project has been awarded and a Purchase Order issued. The scope of work includes the supply and deliver of: one (1) wall mounted (interior) – water fountain and bottle filling station combo unit, and one (1) wall mounted (exterior) – water fountain and bottle filling station combo unit at the Toronto Zoo. All work is to be completed in accordance with specifications in the Request for Quotation (RFQ). The contractor is responsible for all pricing and all other arrangements with all subcontractors as required.

The following is a list of minimum requirements for the wall mounted (interior) – water fountain and bottle filling station combo unit:

- Rated for indoor use
- AODA/ADA Compliant
- Non-refrigerated
- Manufactured with lead-free materials
- Antimicrobial bubbler
- Comply with all US and Canadian requirements
- Non-filtered, but filter compatible
- Low energy use

The following is a list of minimum requirements for the wall mounted (exterior) – water fountain and bottle filling station combo unit:

- Weatherproofing, rated for outdoor use
- AODA/ADA Compliant
- Non-refrigerated
- Manufactured with lead-free materials
- Antimicrobial bubbler
- Comply with all US and Canadian requirements
- Non-filtered, but filter compatible
- Low energy use
- Corrosion-resistant – protection from the elements
- Vandal-resistant
- Freeze Resistant

The following is a list of minimum requirements for the optional freestanding (exterior) – water fountain and bottle filling station combo unit:

- Weatherproofing, rated for outdoor use
- AODA/ADA Compliant
- Non-refrigerated
- Manufactured with lead-free materials & construction
- Antimicrobial bubbler
- Comply with all US and Canadian requirements
- Non-filtered, but filter compatible
- Low energy use
- Corrosion-resistant – protection from the elements
- Vandal-resistant
- Freeze Resistant



Unless otherwise noted, the following is a list of additional ideal specifications for the unit(s), but not required:

- Renewable energy production metering
- Solar energy supply
- Built in Canada, or locally sourced
- Electronic display(s) – displays information such as water bottles filled, filter changes, advertisements, etc.
- No additional modifications/parts required for filter install
- No-touch sensor for filling water bottles, with automatic shut-off timer
- Vandal-resistant
- Built-in strainer which stops particles before entering waterway
- Antimicrobial push pads
- Water saver bubbler
- Stream height adjustment
- Various finishes available

PRICING SUMMARY:

Itemized Prices
(HST extra)

DESCRIPTION	Price complete excluding HST
Supply a wall mounted (interior) – water fountain and bottle filling station combo unit. Please list and attach all drawings and specifications for the recommended product included in the unit quote. The recommended product must meet the minimum requirements as described in 3.0 of this RFQ. Please provide a list of any ideal requirements that have been met or provided.	\$ /unit
Supply a wall mounted (exterior) – water fountain and bottle filling station combo unit. Please list and attach all drawings and specifications for the recommended product included in the unit quote. The recommended product must meet the minimum requirements as described in 3.0 of this RFQ. Please provide a list of any ideal requirements that have been met or provided.	\$ /unit
Supply a freestanding (exterior) – water fountain and bottle filling station combo unit. Please list and attach all drawings and specifications for the recommended product included in the unit quote. The recommended product must meet the minimum requirements as described in 3.0 of this RFQ. Please provide a list of any ideal requirements that have been met or provided.	\$ /unit
COMMITMENT TO DELIVER	YES / NO
Please confirm that you are able to supply by 2018-09-28. If NO, please state alternate date.	
WARRANTY	YES / NO
Please confirm at least a five (5) year warranty upon completion of the project. If greater than five (5), please specify. If NO, please specify.	



DISCOUNT	Discount	Min. Purchase
Discount for multiple unit purchase	%	
	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.		

All pricing is to be in Canadian Dollars.

Terms of Payment: if other than net 30 days (discounts for quick payment):

I/We offer to supply the goods/services specified in the IRFQ; at the lump sum price above; all in accordance with the attached terms and conditions, specifications and (drawings, if applicable).

<u>COMPANY INFORMATION</u>	
Company Name:	
Name of authorized Signing Officer:	Title:
Signature of authorized Signing Officer:	Date:
Contact Name:	Title:
Address:	
Telephone #:	Fax #:
Email:	Web Site:
HST #:	



The Toronto Zoo Terms and Conditions

1. DEFINITIONS

Wherever used in the Quotation the word "Board" or "Zoo" 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.

Wherever used in these General Conditions, or in the Plans, Drawings, Profiles, Instruction to bidders, Specifications or Statutory Declarations forming part of the Contract,

2. SUBMISSION OF BID

Bids must be submitted on the form supplied by the Toronto Zoo unless otherwise provided herein.

Bids must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the document.

The bid must be signed by a designated signing officer of the bidding firm.

If a joint bid is submitted, it must be signed and addressed on behalf of each of the bidders.

Bids must be legible, written in ink, or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the bidder.

Bids received after the closing time specified in the documents will not be considered and will be returned unopened.

Should a dispute arise from the terms and conditions of any part of the contract, regarding meaning, intent or ambiguity, the decision of the Toronto Zoo shall be final.

3. 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

4. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The contract consists of the documents aforementioned.

These documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The intent of the contract is that the company shall supply work, which is fit and suitable for the Toronto Zoo's intended use and complete for an intended use.

None of the conditions contained in the bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Toronto Zoo and set forth in the purchase order or specifically referred to therein.

5. 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.

6. CLARIFICATION OF THE DOCUMENT

Any clarification of the Document required by the Bidder prior to submission of its bid shall be requested through the Toronto Zoo's contact identified in

the document. Any such clarifications so given shall not in any way alter the document and the company and the Toronto Zoo hereby agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Toronto Zoo is authorized to alter orally any portion of these documents.

During the period prior to submission of bids, alterations will be issued to bidders as written addenda. The bidder shall list in its bid all addenda that were considered when its bid was prepared.

7. PROOF OF ABILITY

The bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

8. 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.

9. DELIVERY

Time shall be material and of the essence of the contract.

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 the CEO of the Toronto Zoo or his designate

10. INVOICING

Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the head office of the Board. Any Goods and Services Tax applicable shall be shown as a separate item. The Vendor's GST registration number must be indicated on the invoice. The Vendor shall clearly show any special charges such as packaging and freight as separate items on the invoice. Payments to non-resident Vendors may be subject to withholding taxes under the Income Tax Act (Canada). Unless a non-resident Vendor provides the Board with a letter from Revenue Canada, Taxation waiving the withholding requirements, the Board will withhold the taxes it determines are required under the Income Tax Act (Canada). All payments are subject to terms of Net 30 days from receipt of goods/services.

11. PRICING REQUIREMENT

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. the point specified therein.

All prices bid shall include applicable customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work, and where applicable, H.S.T. shall be extra and not shown, unless otherwise specified.

If the bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

Except as provided elsewhere in this document, the prices bid shall not be subject to adjustment for any cost of the work to the company.

Prices bid must include all incidental costs and the Company shall be deemed to be satisfied as to the full requirements of the bid. No claims for extra work will be entertained and any additional work must be authorized in writing prior



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to commencement. Should the Company require more information or clarification on any point, it must be obtained prior to the submission of the bid.

Should any additional tax, duty or any variation in any tax or duty be imposed by the Government of Canada or the Province of Ontario become directly applicable to work specified in this document subsequent to its submission by the Bidder and before the delivery of the work covered thereby pursuant to a purchase order issued by the Toronto Zoo appropriate increase or decrease in the price of work shall be made to compensate for such changes as of the effective date thereof.

12. 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.

13. TERMS OF PAYMENT

Payment made be made 30 days after delivery pursuant to the Bidder submitting an invoice, contract requirements being completed and work being deemed satisfactory.

Where progress payment terms are specified, the Toronto Zoo will accept billing for 100 percent of the actual value of each element of the work performed in each month and accepted by the Toronto Zoo.

Where required by the Construction Lien Act appropriate monies may be held back until 60 days after the completion of the work.

Payments made hereunder, including final payment shall not relieve the company from its obligations or liabilities under the contract.

Acceptance by the company of the final payment shall constitute a waiver of claims by the company against the Toronto Zoo, except those previously made in writing in accordance with the contract and still unsettled.

The Toronto Zoo shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

14. PATENTS AND COPYRIGHTS

The company shall, at its expense, defend all claims, actions or proceedings against the Toronto Zoo based on any allegations that the work or any part of the work constitutes and infringement of any patent, copyright or other proprietary right, and shall pay to the Toronto Zoo all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the Toronto Zoo by reason thereof.

The company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the company shall forthwith either secure for the Toronto Zoo the right to continue using the work or shall at the company's expense, replace the infringing items with non-fringing work or modify them so that the work no longer infringes.

15. ASSIGNMENT AND SUBCONTRACTING

The company shall not assign or subcontract the contract or any portion thereof without the prior written consent of the Toronto Zoo.

16. LAWS AND REGULATIONS

The company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance.

The company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

17. CORRECTION OF DEFECTS

If at any time prior to one year (or specified warranty/ guarantee period if longer than one year) after the actual delivery date of the equipment (or completion of the work) any part of the equipment (or work) becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the company, upon request, shall make good every such defect, deficiency or failure without cost to the Toronto Zoo. The company shall pay all transportation costs for parts and/or equipment both ways between the company's factory or repair depot and the point of use.

18. BID ACCEPTANCE

The Toronto Zoo reserves the right to award by item, or part thereof, Toronto Zoos of items, or parts thereof, or all items of the document and to award contracts to one or more bidders submitting identical bids as to price; to accept or reject any bids in whole or in part; to waive irregularities and omissions, if in so doing, the best interests of the Toronto Zoo will be served. No liability shall accrue to the Toronto Zoo for its decision in this regard.

Unless otherwise specified, bids shall be irrevocable for 60 days after the official closing time.

The placing in the mail or delivery to the Bidder's shown address given in the bid of a notice of award to a bidder by the Toronto Zoo shall constitute notice of acceptance of contract by the Toronto Zoo to the extent described in the notice of award.

19. PURCHASING – POLICIES AND PROCEDURES

Bids will be called, received, evaluated, accepted and processed in accordance with the Toronto Zoo's Purchasing policies and procedures and related procedures (copy available upon request). By submitting a bid for this contract, the bidder agrees to be bound by the terms and conditions of such by-law any amendments thereto and related procedures, as fully as if it were incorporated herein.

If the company: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Toronto Zoo may, without notice: terminate the contract.

If the company: fails to comply with any request, instruction or order of the Toronto Zoo; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the contract or any portion thereof without the Toronto Zoo's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Toronto Zoo may, upon expiration of ten days from the date of written notice to the company, terminate the contract.

Any termination of the contract by the Toronto Zoo, as aforesaid, shall be without prejudice to any other rights or remedies the Toronto Zoo may have.

If the Toronto Zoo terminates the contract, it is entitled to:

i) take possession of all of the work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the work by whatever means the Toronto Zoo may deem appropriate under the circumstances;



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ii) withhold any further payments to the company until the completion of the work and the expiry of all obligations under the Correction of Defects Clause;

iii) recover from the company loss, damage and expense incurred by the Toronto Zoo by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the Toronto Zoo).

20. CONTRACT CANCELLATION

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.

The Toronto Zoo shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

21. QUANTITIES

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Toronto Zoo and shall be used as a basis for comparison only.

22. LIABILITY

The Vendor shall at all times well and truly save, defend, keep harmless and fully indemnify the Board, the City of Toronto, the Toronto and Region 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

22. 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.

23. 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.