

2021-08-23

**REQUEST FOR QUOTATION  
RFQ 25 (2021-08)  
REPLACEMENT/INSTALLATION OF VARIOUS DAMPERS**

The Toronto Zoo invites you to submit a quotation to provide labour, tools, materials and equipment necessary to remove and install new fresh air and return air dampers for the Africa Pavilion and Indo-Malayan Pavilion. All work is to be completed in accordance with the specifications and drawings in the Request for Quotation (RFQ).

Work shall commence as soon as possible once the project is awarded and a Purchase Order has been issued. All work shall be completed by **Friday, 2021-10-29**

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

Site Meeting: A site meeting has not been scheduled for this RFQ. If you would like to review the site, please contact Gal Judah. [gjudah@torontozoo.ca](mailto:gjudah@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:

**Tuesday, 2021-09-07, 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.

Yours truly,

Taryne Haight  
Manager, Financial Services

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**1.0 INSTRUCTIONS**

**1.1** Ensure that you have received all **sixteen (16)** pages plus Equipment Specifications, Single Line Diagram and vault location pictures for the RFQ package.

**1.2** Submission deadline - **Tuesday, 2021-09-07, 1200 hours (noon, local time)**

Submission – Temporary process - In view of the current situation with COVID 19 and to limit personal interaction, on a 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:

- 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 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

**1.3** Quotations must not be submitted by facsimile.

**1.4** All Prices submitted shall be quoted in Canadian currency, Show itemized cost of HST if applicable.

**1.5** 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.

**1.6** 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** Include product information, samples, and pictures, as necessary.

**1.9** 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.

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- 1.10** 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.
- 1.11** It is the responsibility of the Bidder to understand all aspects of the RFQ and to obtain clarification if necessary before submitting their quotation.
- 1.12** 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](mailto:pvasilopoulos@torontozoo.ca)

Any questions regarding the work in this RFQ must be forwarded by the end of the day  
**Thursday, 2021-08-26.**

## 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.

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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, 18<sup>th</sup> Floor, West Tower, City Hall, Toronto, Ontario, M5H 2N2 or by phone at 416-392-7300.

**2.10 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.

2.10.1 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:

2.10.2 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.

2.10.3 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.

2.10.4 Standard automobile liability insurance for all owned vehicles with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

2.10.4.1 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.

2.10.4.2 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.

2.10.4.3 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.

2.10.4.4 The parties agree that insurance policies may be subject to deductible amounts, which deductible amounts shall be borne by the Contractor.

2.10.4.5 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.

**2.11 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.

## **2.12 Ownership and Disclosure of Proposal Documentation**

(1) The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the Toronto Zoo by any Proponent in connection with, or arising out of this RFP, once received by the Toronto Zoo:

- a) shall become the property of the Toronto Zoo and may be appended to the Agreement and/or Purchase Order with the successful Proponent;
- b) shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")*, and may be released, pursuant to that Act.

(2) Because of *MFIPPA*, Proponents should identify in their Proposal material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.

(3) Each Proponent's name at a minimum shall be made public.

(4) Proposals will be made available to members of Board of the Board of the Management of the Toronto Zoo provided that their requests have been made in accordance with the Toronto Zoo's procedure and may be released to members of the public pursuant to *MFIPPA*.

## **2.13 Intellectual Property Rights**

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the Toronto Zoo, the City of Toronto, the Toronto & Region Conservation Authority, and their servants, employees, officers, agents and invitees and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the Toronto Zoo brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

- 2.14 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.
- 2.15 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.
- 2.16 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.
- 2.17 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.
- 2.18 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.
- 2.19 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**

The scope of work includes provision of labour, tools, materials and equipment necessary to remove existing dampers and install new adapted damper as outlined in the Scope of Work.

The work shall commence once the project has been awarded and a Purchase Order issued.

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

1. All work to be completed in accordance with applicable codes, ie. Building Code, Electrical Code etc.
2. Work to be completed during normal operating hours.
3. All labour equipment and resources necessary for the supply and installation for all the associated cost for the removal and installation of the dampers as listed below:

The following scope of works is recommended as minimum and is not limited to

- i. Confirmation of Damper sizes and submission of replacement cost
- ii. Confirm the sizing and all associated hardware required to remove the existing dampers as well as hardware required to adapt new dampers during the installation phase for new:
  - a. Return air and fresh air dampers at the Indo- Malayan Pavilion
  - b. Top deck for the supply air dampers for the Africa pavilion
  - c. Bottom deck for the supply air damper for the Africa pavilion.
  - d. Installation of new actuators for the Africa return air dampers (belimo actuators)
- iii. Complete the removal and installation of each damper in one day allowing the zoo to recommission the air handler before the animal health team leaves for the night.

#### **3.2 GENERAL PROVISIONS**

Provide complete and fully operational dampers to meet requirements herein and in accordance with applicable codes.

1. provide a time line for the duration of the removal and installation phase as the pavilions main air system will be offline until the new dampers are installed.
2. Complete the removal and installation of each damper in one day allowing the zoo to recommission the air handler before the animal health team leaves for the night.
3. All new equipment and materials shall be tested according to manufacturer's specifications to ensure proper operation of the damper after installation of the automation actuators..
4. Visit the site before submitting a bid and examine local and existing conditions on which the work is dependent. No consideration will be granted for misunderstanding of work to be done resulting from failure to visit the site.
5. Should the Contractor discover any specified equipment, material or installation, which may in violation of laws or regulations, of authorities having jurisdiction, promptly bring this matter to the attention of the Toronto Zoo.
6. Assume responsibility of laying of work and for damage caused by improper

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execution of work.

7. Repair building where damaged from equipment, installation, improperly located openings etc.. Use materials matching materials existing building.
8. Protect finished and unfinished work from damage. Repair damage to parts of building resulting from improper execution of work.

### **3.3 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 and SDS sheets to the Project Team prior to start of the work where applicable.
4. 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.
5. Clean the work area and remove all debris from site on a daily basis and make good any damage caused as a result of the work.
6. 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 surrounding space during the work. All temporary barriers shall be free standing/ self-supporting and interlocking to prevent unauthorized access.
7. Upon award of contract, Contractor is to finish all work, including clean up and demobilization by the completion date specified.
8. Submit close out documents as requested. Including any warranties and "As built" drawings.
9. Any work must be carefully coordinated with the Zoo to ensure the safety of visitors, staff and the animals. All work is to be scheduled with consideration to ongoing events and functions and may be subject to limitations as a result.
10. The contractor shall supply the Zoo with copies of relevant certificates and licences, as required, for all workers prior to commencement of work.
11. All measurements to be site verified.
12. Contractor is to check in and out at Security when entering or exiting Zoo property as per the schedule agreed upon between contractor and Zoo designate.

### **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,
  - 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/Tag-out

the Ontario Health and Safety Acts, the Ontario Building Code and all other applicable codes including the Fire Codes.

5. The contractor is to abide by the 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 hoarded 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:**

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.

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

DESCRIPTION	Price complete, excluding HST
Provide all labour, tools, materials and equipment necessary to replace the Return air and fresh air dampers at the <ul style="list-style-type: none"> <li>a. Indo- Malayan Pavilion</li> <li>b. Top deck for the supply air dampers for the Africa pavilion</li> <li>c. Bottom deck for the supply air damper for the Africa pavilion.</li> <li>d. Installation of new actuators for the Africa return air dampers (belimo actuators)</li> </ul> as specified in the quotation documents, drawings and specifications.	\$
<b>HST</b>	\$
<b>Total</b>	\$

**4.1 CONFIRAMTION OF**

COMMITMENT TO COMPLETE WORK	YES / NO
Please confirm that you are able to complete the work described herein by <b>Friday, 2021-10-29</b> .	

DISCOUNT	Discount and/or Other	Days
Discount allowed for prompt payment and period within which invoice must be paid to qualify.	%	
<b>Charity Status:</b> 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.		

<b>Name of Firm:</b>	
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**SUBMISSION LABEL ( Not Applicable - see Instructions 1.2)**

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.

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Vendor Name \_\_\_\_\_

**RFQ 25 (2021-08) – REPLACEMENT & INSTALLATION  
OF VARIOUS DAMPERS**

**Due Date: Tuesday, 2021-09-07, 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.**

<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>   
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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.

<b>Work or services to be provided</b>	<b>Name and address of sub-contractor or person</b>	<b>Telephone</b>

<b>Name of Bidder:</b>	
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