



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

Tel: 416-392-5900
Fax: 416-392-5934

2019-08-20

**REQUEST FOR QUOTATION
SUPPLY AND DELIVERY OF FIBRE OPTIC CABLE AND END CONNECTORS
RFQ 46 (2019-08)**

The Toronto Zoo invites you to submit a quotation to supply & deliver fibre optic cable and various end connectors to the Toronto Zoo, to 361A Old Finch Avenue, Toronto, ON.

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

Due Date: Your proposal/quotation must be completed, and received at the office of the Supervisor, Purchasing and Supply, Toronto Zoo, Administrative-Support Centre, 361A Old Finch Ave., Toronto, Ontario, M1B 5K7 by:

Friday 2019-08-30, 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 the contract terms, please contact Peter Vasilopoulos, Supervisor, Purchasing & Supply, at (416) 392-5916 or email at pvasilopoulos@torontozoo.ca.

Yours truly,

Taryne Haight
Manager, Financial Services

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1.0 INSTRUCTIONS

- 1.1 Ensure that you have received all **thirteen (13)** pages of the RFQ package.
- 1.2 Complete ALL FORMS in section 4.0 and unit schedule pricing and return by due date and time received on or before **Friday 2019-08-30, by 1200 hours (noon)** or your Quotation will not be considered. Include signed copies of any addenda with your proposal package.
- 1.3 Use the attached submission label, when you submit your response in a sealed envelope or package and deliver to the Toronto Zoo.
- 1.4 **Quotations must not be submitted by facsimile or email.**
- 1.5 Show itemized cost on HST if applicable.
- 1.6 Goods to be delivered FOB destination freight prepaid and allowed to Toronto Zoo, General Receiving, 361A Old Finch Ave, Toronto, ON M1B 5K7.
- 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 Quantities shown are estimated and provided for your convenience.
- 1.9 All Prices submitted shall be quoted in Canadian currency.
- 1.10 Quotation prices shall remain in effect for a period of ninety (90) days from the Quotation due date.
- 1.11 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 price, parts availability and delivery schedule;
 - Conformance to specifications;
 - Parts availability;
 - Delivery time/schedule/ lead time for the supply and delivery;
 - Payment terms; and
 - Value added offerings
- 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.
- 1.14 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.
- 1.15 It is the responsibility of the Bidder to understand all aspects of the RFQ and to obtain clarification if necessary before submitting their quotation.

If you have any queries regarding this request for proposal, please contact Mr. Peter Vasilopoulos, Supervisor of Purchasing & Supply at 416 392-5916 or pvasilopoulos@torontozoo.ca. If you require further technical details, please contact Michael Squires, Manager of Computer and Telecom Services, msquires@torontozoo.ca

2.0 TERMS AND CONDITIONS

- 2.1 Definitions:** Wherever used in the 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. 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 therefor. 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 Time of the Essence:** For all requests made by the Toronto Zoo to the Contract, time is of the essence. The acceptance of a late performance, with or without objections or reservations by the Toronto Zoo, shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligation remaining to be performed.
- 2.6 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.
- 2.7 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.
- 2.8 Right to Inspect:** Unless otherwise stated, all goods, materials, articles or equipment supplied, and all work or services, performed, pursuant to this Quotation, shall be subject to inspection by the Board at the point of unloading, or the site of the work or services. No extra charge shall be made by the Vendor for packaging, packing or containers, unless otherwise indicated herein.
- 2.9 Over shipments:** The Board reserves the right to return all over shipments for full credit.

- 2.10 Dangerous Goods:** The Vendor shall ensure that for each item of goods, material, articles or equipment supplied under this Quotation or a contract based on this Quotation, that all applicable provisions of the Transportation of Dangerous Goods Act (Canada), the Dangerous Goods Transportation Act, and the Environmental Protection Act and the regulations thereunder are complied with until such time as such item is delivered to the Board and transferred into its physical control.
- 2.11 Environment Commitment – G.I.P.P.E.R.:** G.I.P.P.E.R. Statement of Principle – The Board in 1990-07-23, adopted the following G.I.P.P.E.R. (Government Incorporating Procurement Policies to Eliminate Refuse Committee) Statement of Principle in order to contribute to waste reduction and to further the development and awareness of Environmentally Sound Purchasing. “In order to contribute to waste reduction and to increase the development and awareness of Environmentally Sound Purchasing, acquisitions of goods and services will ensure that wherever possible specifications are amended to provide for the expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post- consumer waste and/or recyclable content, without significantly affecting the intended use of the products or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.” All vendors are encouraged to be pro-active in assisting the Board in achieving this principle. Alternative goods and services, suggested by the Vendor, addressing the above principle will be considered by the Board, within a reasonable price range.
- 2.12 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.
- 2.13 Workplace Hazardous Materials Information System (“WHMIS”):** The Vendor shall provide appropriate labels and material safety data sheets for WHMIS regulated products. No product containing asbestos shall be supplied at any time without written authorization.
- 2.13.1 The successful Vendor shall provide a current and update printed material safety data sheet (MSDS) for each individual item listed on the quotation form. These legible hard copies of material safety data sheets shall be delivered to the Toronto Zoo within ten (10) business days of notification of award by the Toronto Zoo.
- 2.13.2 For each item not listed on the quotation form, the successful bidder will be required to provide a MSDS for any controlled product upon the first delivery to the Toronto Zoo.
- 2.13.3 The MSDS must include the date of publication
- 2.13.4 A full disclosure of all ingredients must be included in the ingredient section, unless the product has an exemption from full disclosure under the Hazardous Materials Act
- 2.14 International Shipments & Importing:** In the event that goods, materials, articles or equipment, specified or called for if applicable herein, are to be furnished from a point outside Canada at a

price which is expressly not include importation charges into Canada or delivery in the Toronto area, the Vendor shall provide the Board with any information requested by the Board regarding the tariff classifications or valuation of the goods, materials, articles or equipment.

The Vendor shall ensure that if applicable, four copies of the following documents are completed and accompany the goods, materials, articles or equipment.

1. Canada Customs Invoice or Vendor's commercial invoice if it contains all the information required on a Canada Customs Invoice;
2. Cargo control document, bill of lading or similar documents;
3. Exporter's certificate of origin;
4. Shippers Export Declaration; and
5. Any tariff classification rulings for the goods, materials, articles or equipment.

2.15 Plant Production Limitations:

2.15.1 If any Unit ordered and the Contract cannot be manufactured because of plant production limitations, the Toronto Zoo reserves the right to purchase the current replacement model at a revised price.

2.15.2 The price shall be based on a percentage adjustment based on (i) the published manufacturer's retail/list prices at the of the Tender and (ii) the first published manufacturer's retail/list prices for the next model year.

2.15.3 The Contractor shall notify the Manager of Financial Services in writing if such production occurs, and shall submit with the letter of notification; comparative manufacturer's retails lists supporting the proposed revision(s).

2.16 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.

2.17 Pricing Prices offered are fixed for one (1) year, with an option of price adjustment at the anniversary date of the contract in an amount not to exceed the Consumer Price Index (CPI) all items indices.

2.18 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.

2.19 Indemnity: 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.

- 2.20 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.
- 2.21 Incurred Costs:** The Bidder shall bear all costs and expenses with respect to the preparation and submission of its quotation and the bidder participation in the quotation process, including but not limited to: site visits and inspections, all information gathering processes, interviews, preparing responses to questions or requests for clarification from the Board, preparation of questions for the Board, and contract discussions and negotiations. The Board shall not be responsible for or liable to pay any quotation costs of any bidder regardless of the conduct or outcome of the Quotation Request, Purchase Order process, or Contract process.
- 2.22 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.
- 2.23 Right of Notice:** Any notice that the Board may be require or desire to give to the Vendor shall for all purposes to be deemed to have been sufficiently and properly given and afforded by registered mail addressed to the Vendor at the address shown for the Vendor on this form and shall therefor be presumed to have been received by the Vendor on the third day following such registration.
- 2.24 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.
- 2.25 Governing Law:** This RFQ and any quotation submitted in response to it and the process contemplated by this RFQ including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFQ or this RFQ process will be determined by a court of competent jurisdiction in the Province of Ontario
- 2.26 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.
- 2.27 Education Institute Status:** The Toronto Zoo is a registered educational institute and accordingly may be eligible for preferred pricing which should be reflected in the Quotation as submitted.

3.0 SPECIFICATIONS

3.1 Procurement Information:

Estimated quantities have been included as a guideline only and 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.

3.2 New Goods & Materials Only

Unless otherwise stated all goods supplied as a results of this Request for Quotation shall be new only, never used, of the latest manufacture only and not re-manufactured.

3.3 Goods & Materials Suitable for Use.

The bidder warrants that any good, material articles or equipment to be supplied under or pursuant to any official order or contract based on this quotation , that is or are to be made or used for particular purpose, will be fit and suitable for the purpose intended and will meet respective regulatory standards, as applicable (e.g. CSA, ULC, etc.).

3.4 Standards and Legislation: Failure to Comply

The successful bidder may be required to provide written documentation that all materials proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the successful bidder must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Governments or any governmental agency as they pertain to the specifications described herein. Failure by the successful bidder to comply with these laws, legislation, regulations and provisions shall be just cause for the Toronto Zoo, at its sole and unfettered discretion, to cancel the award and issue an award to any other contractor or may re-issue the RFQ. The Toronto Zoo may assess against the successful bidder any damages whatsoever as a result of failure to comply.

4.0 QUOTATION FORM

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.

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.

I/We, agree that this submission is being made without any collusion or fraud.

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 #:	

RFQ 46 (2019-08) - Supply and delivery of fibre optic cable and end connectors

Quantity - Estimate	Item Description	Manufacturer & Part#	UOM	Manufacture & Part#	Price
2000	Indoor/Outdoor Riser O3M Distribution Tight Buffer 12 Fibers OFNR Non-unitized Black Jacket	Belden FD3D012R9 (No substitute allowed)	MT		
165	5 pole male receptacle, solder cups, Nickel housing, silver contacts	Neutrik NC5MD-LX-BAG (No substitute allowed)	EA		
720	4 pole chassis connector, black D-size flange, countersunk thru holes, 3/16" flat tabs	Neutrik NL4MP-1 (No substitute allowed)	EA		
240	Appliance outlet connector, 1/4" flat tab terminals	Neutrik NAC3FPX (No substitute allowed)	EA		
90	RJ45 feedthrough receptacle, combined with sealing kit SE8FD, D-shape metal flange with the latch lock, mounting screws included	Neutrik NE8FDP-SE (No substitute allowed)	EA		
155	Chassis connector with black chromium plating, 4 solder contacts, 1 LC-Duplex feedthrough socket and 1 shell ground contact (for SMPTE cable shield), waterproof acc. to IP65 ingress protection in mated condition with SCDP-*	Neutrik N02-4FDW-1-A (No substitute allowed)	EA		

COMMITMENT TO DELIVER	CONFIRM
Please confirm that you are able to supply and deliver fibre optic cable described herein by Friday, 2019-19-19 based on award notification date of Friday 2019-08-30.	

SUBMISSION LABEL

This address label should be printed and affixed to the front of your sealed tender, quotation and proposal envelope/package submission. Toronto Zoo will not be held responsible for envelopes and packages that are not properly labelled or submitted to an address other than the one listed on this label.

Vendor Name _____

**RFQ 46 (2019-08) – SUPPLY AND DELIVER OF FIBRE OPTIC
CABLE AND END CONNECTORS**
Closing: Friday 2019-09-30, 12:00 (Noon) local time

TO BE RETURNED TO

**TORONTO ZOO
C/O SUPERVISOR, PURCHASING & SUPPLY
ADMINISTRATIVE SUPPORT CENTRE
361A OLD FINCH AVE.
TORONTO, ONTARIO
M1B 5K7**

NOTICE OF NO BID

INSTRUCTIONS:

It is important to the Toronto Zoo to receive a reply from all invited bidders. If you are unable, or do not wish to submit a bid, please complete the following portions of this form. State your reason for not bidding by checking the applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposal/Quotation/Tender documents or forms. Please just return this completed form by fax or by mail prior to the official closing date. **Purchasing and Supply Fax Number: (416) 392-6711.**

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

<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 - REFERENCE FORM

Provide the names of three (3) client reference, noting contact person and telephone number for each that illustrate your company/organization's ability to supply and deliver the goods and/or services required by the Toronto Zoo that are subject to this RFQ.				
Contact Name	Company name	Contact Telephone	Brief Description of goods/services provided	Value of Contract

By submitting this information, I/We hereby authorize the Toronto Zoo for this RFQ to contact the above listed individuals and companies to verify the information contained in my/our Proposal and to ask whatever questions the Toronto Zoo deems necessary to determine my/our suitability as a Bidder. The information obtained in these additional reference checks will be included in the evaluation of the RFQ submission