

2020-01-08

**REQUEST FOR TENDER**  
**ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION**  
**RFT#: TZC T 57-2019-12**  
**ADDENDUM # 1**

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This addendum shall be incorporated into, and form part of TZC T 57-2019-12 and take precedence over all requirements of the previously issued bid documents including plans. This addendum must be signed by the bidder (signing officer) in the appropriate space and must be attached to the Form for submission by the bidder. This Addendum consists of two (2) pages and the documents listed below.

**1. Additional Non-Mandatory Site Meeting:**

An additional non-mandatory site meeting to review the orangutan project (including generator installation) is scheduled for: **Monday, 2020-01-13 at 0900 hours (9:00am), local time.**

**2. Closing Date Extended:**

The closing date has been extended to **Friday, 2020-01-24 by 1200 hours (noon), local time.**

**3. QBD Date Extended:**

Questions on Bid Documents date has been extended to **Friday 2020-01-10 by 4:00 p.m.**

**4. Substantial & Total Performance:**

Delete Part 2 – Form of Construction Agreement, Schedule A – Information Sheet, Row C.4 & C.5:

<b>C.4</b>	Scheduled Date for Substantial Performance of the Work	Sch. C, Definition 87	August 07, 2020
<b>C.5</b>	Scheduled Date for Total Performance of the Work	Sch. C, Definition 88	September 04, 2020

Replace with Part 2 – Form of Construction Agreement, Schedule A – Information Sheet, Row C4 & C5:

<b>C.4</b>	Scheduled Date for Substantial Performance of the Work	Sch. C, Definition 87	<b>Base bid price</b> to conform to a substantial performance date of February 26, 2021  <b>Alternative bid price</b> to conform to a substantial performance date of October 16, 2020
<b>C.5</b>	Scheduled Date for Total Performance of the Work	Sch. C, Definition 88	<b>Base bid price</b> to conform to a total performance date of March 26, 2021  <b>Alternative bid price</b> to conform to a total performance date of November 13, 2020

5. **Add Part 4 – Submission Forms**

See attached.

6. **Add Part 5 – Pricing Form**

See attached.

7. **Question:**

Please provide the contact information for Peter Vasilopoulos, Supervisor, Purchasing & Supply.

**Answer:**

Please contact Peter Vasilopoulos at pvasilopoulos@torontozoo.ca

8. **Question:**

Is the generator for the Indo-Malaya Pavilion going as a separate price or are we to separate the generator only from base bid?

**Answer:**

All work associated with installation of the generator is included with the base bid. The price to install the generator is to be included in your base bid.

Receipt of the Addendum shall be acknowledged as part of your submission.

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.

If you have any queries regarding this matter, please contact Mr. Peter Vasilopoulos, Supervisor, Purchasing & Supply, at 416-392-5916.

Yours truly,

Peter Vasilopoulos  
Supervisor, Purchasing & Supply

I/we hereby acknowledge receipt of this addendum and make allowance in my bid.

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Signed (Must be Signing Officer of Firm)

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Name of Firm

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Date:

**PART 4 Bid Submission Form****1. Supplier Information**

Please fill out the following information, naming one individual to be the Supplier's contact for the RFT process and for any clarifications or communication that might be necessary.	
Full Legal Name of Supplier:	
Any Other Relevant Name under which Supplier Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Supplier Contact Name and Title:	
Supplier Contact Phone:	
Supplier Contact Fax:	
Supplier Contact Email:	

**2. Acknowledgment of Binding Procurement Process**

The Supplier:

- (a) acknowledges and agrees that the RFT process will be governed by the terms and conditions of the RFT and the Toronto Zoo's Policies and Legislation;
- (b) hereby confirms it has read and understand such terms and conditions;
- (c) hereby confirms its compliance with such terms and conditions; and
- (d) hereby confirms it has submitted a Bid Bond with your submission The Supplier further acknowledges and agrees that its Bid will remain legally binding for the Bid Validity Period, or if the Supplier is selected, as the Successful Supplier, until the Supplier executes a written Contract for the Work and furnishes all other documents required by Part 1 - Section 2.3.2 (Contract Execution).

**3. Ability to Provide Work**

The Supplier has carefully examined the RFT documents and has a clear and comprehensive knowledge of the Work required. The Supplier represents and warrants its ability to provide the

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Work in accordance with the requirements of the RFT for the pricing set out in the Pricing Form completed by the Supplier.

**4. Binding Pricing**

The Supplier has submitted its pricing in accordance with the instructions in the RFT and in the Pricing Form. The Supplier confirms that the pricing information provided is accurate and binding for the Bid Validity Period. The Supplier acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Bid, the forfeiture of its Bid Bond, or its eligibility for future work.

**5. Addenda**

The Supplier acknowledges all Addenda issued by the Toronto Zoo prior to the Deadline for Issuing Addenda set out in the RFT timetable in Part 1 - Section 1.5 (RFT Timetable) in accordance with Part 1 – 1.7 (Addenda).

**6. The Toronto Zoo Policies**

The Supplier has read, understood and agrees to comply with the Toronto Zoo's Policies.

Without limiting the Supplier's acknowledgement of the Policies, the Supplier makes the following declarations and agrees to provide the Toronto Zoo with ongoing disclosure of any changes to the declarations and information provided below during the RFT process or the term of any contract. The Supplier shall provide the City with ongoing disclosure, should the Supplier be awarded the Contract and any of the information declared below changes.

(i) Collusion and Unethical Bidding

If the Supplier declares an affiliation or other relationship with other Suppliers that might be seen to compromise the principle of fair competition, the Supplier must set out the details below. If no details are provided, the Supplier is deemed to declare that it has no such affiliation or relationship.

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(ii) Illegality

If the Supplier declares any previous convictions of itself or its Affiliated Persons for collusion, Bid-rigging, price-fixing, bribery, fraud or other similar behaviours or practices prohibited under the *Criminal Code*, the *Competition Act* or other applicable law, for which they have not received a pardon, the Supplier must set out the details below. If no details are provided, the Supplier is deemed to declare that it or its Affiliated Persons have no such convictions.

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(iii) Conflicts of Interest or Unfair Advantage

Potential Conflicts of Interest and unfair advantages include:

- (A) engaging current or former Toronto Zoo employees or public office holders to take any part in the preparation of the Bid or the performance of the contract if awarded, any time within two (2) years of such individuals having left the employ or public office of the Toronto Zoo;
- (B) engaging any family members, friends or private business associates of any public office holder which may have, or appear to have, any influence on the procurement process, or subsequent performance of the contract;
- (C) prior involvement by the Supplier or Affiliated Persons in developing the technical specifications or other evaluation criteria for the RFT;
- (D) prior access to confidential Toronto Zoo information by the Supplier, or Affiliated Persons, that is materially related to the RFT and that was not readily accessible to other prospective Suppliers;  
or

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- (E) the Supplier or its Affiliated Persons are indebted to or engaged in ongoing or proposed litigation with the Toronto Zoo in relation to a previous contract.

For the purposes of section (A) above, Suppliers must disclose the names of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) were employees of the Toronto Zoo within twenty-four (24) months prior to the Submission Deadline; and (b) disclose all pertinent details including whether such former Toronto Zoo employees participated in the preparation of the Bid or will participate in the performance of the contract if awarded to the Supplier.

If the Supplier declares an actual or potential Conflict of Interest or unfair advantage, the Supplier must set out details of the actual or potential Conflict of Interest below. If no details are provided, the Supplier is deemed to declare that it has no actual or potential conflict of interest or unfair advantage.

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(b) **Declaration of Compliance with Anti-Harassment/Discrimination Policy**

Organizations/individuals in Ontario, including the Toronto Zoo, have obligations under the *Ontario Human Rights Code*, the *Occupational Health and Safety Act*, the *Employment Standards Act*, the *Accessibility for Ontarians with Disabilities Act*, the *Criminal Code* and the *Charter of Rights and Freedoms*.

7. The following irregularities contained in bids such as quotation, tenders or proposal (“Response”) received by the Toronto Zoo shall result in the following actions:

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<b>IRREGULARITIES</b>	<b>ACTION</b>
Late Response	Automatic rejection and not read publicly.
Unsealed Envelopes	Automatic rejection.
Insufficient Financial Security (No deposit or bid bond or agreement to bond or insufficient deposit or bid bond or agreement to bond).	Automatic rejection.
Response not completed in non-erasable medium and signed in ink.	Automatic rejection.
Incomplete Response	Automatic rejection unless, in the opinion of the Purchasing Agent, the incomplete nature is trivial or insignificant.
Qualified Response (qualified or restricted by an attached statement, unless allowed for), the qualification or restriction is trivial or not significant.	Automatic rejection unless, in the opinion of the Purchasing Agent the incomplete nature is trivial or insignificant.
Response received on documents other than those provided by the Toronto Zoo.	Automatic rejection unless, in the opinion of the Purchasing Agent, the matter is trivial or insignificant.
<p>Execution of Bid Bond (Financial Security)</p> <ul style="list-style-type: none"> <li>- Corporate Seal or signature of bidder missing.</li> <li>- Both corporate seal and signature of the bidder missing.</li> <li>Corporate seal or signature of authorized agents of bonding company missing.</li> </ul>	<p>Two (2) business days to correct.</p> <p>Automatic rejection.</p> <p>Automatic rejection.</p>
Other Bid Security – Uncertified Cheque	Automatic rejection.
<p>Documents – Execution</p> <ul style="list-style-type: none"> <li>- Corporate seal or signature missing.</li> <li>- Corporate seal and signature missing.</li> </ul>	<p>Two (2) business days to correct.</p> <p>Automatic rejection.</p>
<p>Erasures, Overwriting or Strike-Outs which are not Initialed:</p> <p>Uninitialed changes to response which are minor (example: the respondent’s address is amended by over-writing but not initiated).</p>	<p>Two (2) business days to initial.</p> <p>Two (2) business days to initial.</p>

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<p>Unit prices have been changed but not initialed and the contract totals are consistent with the price as amended.</p> <p>Unit prices have been changed but not initialed and the contract totals are not consistent with the price as amended.</p>	<p>Automatic rejection.</p>
<p>Minor Irregularities</p>	<p>The Purchasing Agent shall have the authority to waive irregularities deemed to be minor.</p>

(a) **Declaration of Compliance with the City’s Fair Wage** By completing this Bid Submission Form, the Supplier declares that the Supplier and its proposed Subcontractors agree to abide by the City’s as applicable.

(b) **Declaration of Compliance with Accessible Customer Service Training Requirements**

By completing this Bid Submission Form, the Supplier declares that the Supplier and its proposed Subcontractors agree to comply with the Toronto Zoo’s [Accessible Customer Service Training Requirements](#).

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, the Supplier confirms the following brief statement of the environmental benefit of the product/service:

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(c) **The Toronto Zoo Contractor Performance Evaluation**

The Toronto Zoo follows a Contractor Performance Evaluation procedure which provides guidance to Toronto Zoo staff on creating and maintaining an evaluative record of a Contractor’s performance on Toronto Zoo projects for the purpose of Contract management and future purchasing decisions.

(d) **Disclosure of Information**

The Supplier hereby agrees that any information provided in this Bid, even if it is identified as being supplied in confidence, may be disclosed in accordance with the terms or the RFT or where required by law or by order of a court or tribunal.



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**APPENDIX I- PROJECT EXPERIENCE FORM**

The bid must include Project Experience Form(s). Please include details of a minimum of three (3) and no more than five (5) projects within the last five (5) years where the bidder was the lead contractor and the work was similar in scope and/or size as the project described in the Bid Documents. **Do not include the Toronto Zoo as a named reference.**

<b>Project/Contract:</b>	
<b>Start Date:</b>	<b>End Date:</b>
<b>Completed on Schedule: Yes or No</b>	
<b>Contract Value (CDN dollars)</b>	<b>\$</b>
<b>Owner:</b>	
<b>Address/Location:</b>	
<b>Names of Key Personnel assigned and Subcontractors</b>	
<b>PROJECT DETAILS:</b> Scope of the Work, Contingency Planning, Challenges Overcome, electrical, mechanical, structural, access to materials, e.g. project management, etc.:	
<b>REFERENCE:</b> Name, Title, Telephone, Email	

**APPENDIX II – LIST OF SUBCONTRACTORS FORM**

Pursuant to Section 1.9.5 (List of Subcontractors Form), the Supplier shall provide each Subcontractor’s and the Work type the Subcontractor is expected to perform in the table below or indicate “OWN FORCES” in the “Subcontractor Name” column if a Subcontractor will not be used for the Work type indicated. The names of all Subcontractors to be used for each Work type indicated must be provided.

The Supplier submits that in proposing the under mentioned subcontractors, the Supplier 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. The Toronto Zoo reserves the right to accept or reject any sub-contractor or persons named below.

<b>Work or Services to be Performed</b>	<b>Name/Address</b>	<b>Company Contact &amp; Tel #</b>	<b>Licence #</b>	<b>% of overall of Work to be performed by the Sub-Contractor</b>

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**APPENDIX III - STATUTORY DECLARATION OF TENDERER**

*STATUTORY DECLARATION OF TENDERER*

\_\_\_\_\_  
CANADA ) IN THE MATTER of a Tender by\*  
PROVINCE OF ONTARIO )  
JUDICIAL DISTRICT OF YORK ) for  
)  
) ORANGUTAN OUTDOOR EXHIBIT  
CONSTRUCTION  
TO WIT: ) **TZC T 57-2019-12**  
)  
)

\*\*I/We \_\_\_\_\_ the \_\_\_\_\_  
\_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_

DO SOLEMNLY DECLARE as follows:

If Tenderer is a corporation, **complete 1A** and strike out 1B and 1C.

If Tenderer is an individual carrying on business under firm name, **complete 1B** and strike out 1A and 1C.

If Tenderer is a partnership, **complete 1C** and strike out 1A and 1B

- ) 1A. I am (state "President", "Secretary", or  
) as the case may be)  
)  
) of the Tenderer above referred to.  
)  
\_\_\_\_\_
- ) 1B. I am the Tenderer above referred to,  
) and there is no other person  
) associated with me in partnership.  
)
- ) 1C. We are the Tenderers herein carrying on  
) business in Partnership, under the name of  
)  
) \_\_\_\_\_  
) and we are the only members of such  
) partnership.  
)

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**\*\*I/We** have carefully read through the attached Tender Form and to the best of my/our\*\* information, knowledge and belief the several matters stated in the said Form are in all respects correct and true.

- 
- \* Insert Tenderer's name
  - \*\* Delete inapplicable word

3. \*I AM/WE ARE, each of the full age of eighteen years or over.

\*AND I/WE make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

\*(SEVERALLY) DECLARED before me        )  
  )  
at the    of        )  
in the    )  
  )  
this        day of                               , 2020.    )  
  )  
  )

A Commissioner, etc.

**NOTE:**

This Declaration must be sworn before a Notary Public or other Commissioner for Oaths.

- 
- \* Delete inapplicable word

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**APPENDIX IV - BID BOND**

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Bond No. \_\_\_\_\_

Amount: 10% of net contract amount

KNOW ALL MEN BY THESE PRESENTS, that

as Principal, hereinafter called "the Principal", and

as Surety, hereinafter called the Surety, are held and firmly bound unto the Board of Management of the Toronto Zoo as Obligee, each in the amount of

Dollars (\$ \_\_\_\_\_) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal submitted a written Tender (hereinafter called "the Tender") to the Obligee dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for \_\_\_\_\_ at \_\_\_\_\_ in the \_\_\_\_\_ in the City of Toronto (hereinafter called "the Work"),

NOW THEREFORE THE CONDITION OF THIS OBLIGATION is such that if, on acceptance of the Tender in accordance with the terms and conditions of the Tender within 90 days from the closing date of the call for Tenders, the Principal shall, within the time required, enter into a formal contract and give good and sufficient bonds to secure the performance of the Work under the terms and conditions of the contract and the payment of its obligations thereunder for all labour, materials and services used or reasonably required for use in the performance of same, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the price set out in the Tender and the amount for which the Obligee legally contracts with another party to perform the Work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as principal and that nothing of any kind or matter whatsoever that will not discharge the Principal, shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of sureties to the contrary notwithstanding.

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IN TESTIMONY WHEREOF, the Principal has duly executed these presents under seal, and the Surety has caused these presents to be seated with its corporate seal duly attested by the signatures of its duly authorized officers, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2019.

SIGNED, SEALED AND DELIVERED  
in the presence of:

) \*  
)  
)  
)  
)  
) \_\_\_\_\_  
)  
)  
)  
) \_\_\_\_\_  
) \*\*  
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) \_\_\_\_\_  
)  
)  
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)  
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\_\_\_\_\_

**NOTE:**

The NOTE on the signing page of the Tender Form applies equally to execution of this Bond.

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\* Type or print name of Principal here  
\*\* Type name of Surety here

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**APPENDIX V - AGREEMENT TO BOND**

(to be attached to and to form part of Bid Bond)

\_\_\_\_\_

We, the undersigned, the Surety on the attached Bid Bond hereby undertake and agree with the Board of Management of the Toronto Zoo as Obligee if our Principal's Tender is accepted by you to become bound as Surety for our Principal

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Name of Tenderer)

of \_\_\_\_\_

(Place)

the Tenderer to you by Tender Form dated \_\_\_\_\_

for \_\_\_\_\_

(hereinafter \_\_\_\_\_

(Description of work)  
(called "the Work")

in an amount equal to Fifty Per Cent (50%) of the Contract Price for the due and proper performance of the Work as shown and described in the Contract between the Obligee and our Principal for the Work, including a period of maintenance of one (1) year after the final completion of the Work and, in addition, in an equal amount for the due and proper payment of those having direct contracts with our Principal for labour, material and/or services for the Contract Work, removal of registered lien claims and certificates of action from the title to the lands on which the Work is performed and full reimbursement of the Obligee for all liability and payments to such persons in connection with the Contract, such performance and payment bonds both to be in the forms indicated by the Obligee in the Tender documents.

It is a condition that this Agreement shall become null and void if the bonds mentioned above are not required from our Principal within ninety (90) days of the award of the Contract to our Principal.

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In witness whereof we have hereunto affixed our Corporate Seal, testified by the hand(s) of the proper officer in that behalf.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
(name of Surety)  
(Address of Local Office)



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**APPENDIX VI – PERFORMANCE BOND***PERFORMANCE BOND*

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Bond No. \_\_\_\_\_

Amount\$ \_\_\_\_\_

*KNOW ALL MEN BY THESE PRESENTS, that we*hereinafter called “the Principal”  
- and -

hereinafter called “the Surety”

are jointly and severally held and firmly bound unto the Board of Management of the Toronto Zoo, hereinafter called the “Obligee”, its successors and assigns, each in the sum of **WRITE IN WORDS**

Dollars (\$\_\_\_\_\_ ) of lawful money of Canada, to be paid unto the Obligee for which payment well and truly to be made, we the Principal and Surety jointly and severally bind ourselves, and our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

SIGNED AND SEALED with our respective seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WHEREAS by an agreement in writing bearing even date herewith the Principal has entered into a contract with the Obligee, hereinafter called “the Contract”, for CARIBOU CAFÉ – WASHROOM UPGRADES, RFT #45 (2019-08) (hereinafter called “the Work”) as more particularly set out therein, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein,

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall at all times duly perform and observe the Contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee, and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the Contract, and shall fully reimburse and repay the Obligee for all outlay, expense, liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the Contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided further and it is hereby agreed and declared that there shall be no liability under this instrument of the Principal and Surety for payment of any claims for labour, material or services used or reasonably required for use in the performance of the Contract.

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Provided always, and it is hereby agreed and declared, that the Obligee and the Principal have the right to change, alter and vary the terms of the Contract and that the Obligee may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the Work or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee.

And it is hereby declared and agreed that the Surety shall be liable as Principal, and that nothing of any kind or matter whatever that will not discharge the Principal shall operate as a discharge or release of liability to the Surety, any law or usage relating to the liability of sureties to the contrary notwithstanding.

Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

IN WITNESS WHEREOF the Principal and the Surety have executed these presents.

SIGNED, SEALED AND DELIVERED  
in the presence of:

)  
)  
)  
) \_\_\_\_\_  
)  
)  
)  
) \_\_\_\_\_  
) Principal  
)  
)  
) \_\_\_\_\_  
) Surety

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**APPENDIX VII - LABOUR & MATERIAL PAYMENT BOND**

Bond No: \_\_\_\_\_

Amount \$ \_\_\_\_\_

*KNOW ALL MEN BY THESE PRESENTS, that we*

hereinafter called "the Principal"

- and -

hereinafter called "the Surety"

are jointly and severally held and firmly bound unto the Board of Management of the Toronto Zoo and its successors, hereinafter called "the Oblige" as Trustee, each in the sum of **WRITE IN WORDS**

Dollars (\$\_\_\_\_\_ ) of lawful money of Canada, to be paid unto the Oblige, for which payment well and truly to be made we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

AND WHEREAS by an agreement in writing bearing even date herewith, the Principal has entered into a contract with the Oblige, hereinafter called "the Contract", for

as more particularly set out therein, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall:

- (a) at all times make payment to all claimants for all labour, materials or services used or reasonably required for use in the performance of the Contract, or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Oblige;
- (b) at all times fully indemnify and keep indemnified the Oblige from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments, and liabilities arising out of or in any manner based upon or attributable to the claims of such persons;
- (c) promptly see to the removal from the registered title to the lands on which said construction takes place, of all claims for lien by claimants as aforesaid and all certificates of action in connection therewith; and
- (d) fully reimburse and repay the Oblige for all outlay, expense, liabilities, or payments, incurred or undertaken to be made by the Oblige attributable to the claims of such persons made pursuant to the Contract or the Construction Lien Act, 1983, then this obligation shall be void, but otherwise it shall be and remain in full force and effect, subject, however, to the following conditions:

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- (i) a Claimant for the purpose of this Bond shall be an individual, firm or corporation having a direct contract with the Principal for labour, services, material or any combination thereof used or reasonably required for use in the performance of the Contract;
- (ii) labour, material and services shall be construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract;
- (iii) an individual, firm or corporation who rents equipment to the Principal to be used in the performance of the Contract under a contract which provides that all or any part of the rent is to be applied towards the purchase price thereof, shall be a Claimant only to the extent of the prevailing industrial rental value of such equipment for the period during which the equipment was used in the performance of the Contract;
- (iv) the prevailing industrial value of equipment shall be determined, insofar as it is practicable to do so, in accordance with and in the manner provided for in the latest revised edition of the publication of the Canadian Construction Association titled "Rental Rates on Contractors Equipment" published prior to the period during which the equipment was used in the performance of the Contract;
- (v) the Obligee and the Principal shall have the right to change, alter and vary the terms of the Contract, and the Obligee may in its discretion at any time or times take and receive from the Principal any security whatsoever and any extension of time thereon or on any liability of the Principal to the Obligee;
- (vi) the Principal and the Surety shall not be discharged or released from liability hereunder and such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired or maintained under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligee;
- (vii) every Claimant who has not been paid as provided for under the terms of the Claimant's contract with the Principal, before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labour was done or performed or materials were furnished by such Claimant may as a beneficiary of the trust herein provided for, sue on this Bond, prosecute the suit to final judgment for such sum or sums as may be justly due to such Claimant under the terms of his contract with the Principal and have execution thereon, and the Obliger shall not be obliged to do or take any act, action or proceeding against the Surety on behalf of the Claimants, or any of them, to enforce the provisions of this Bond;

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**TZC T 57-2019-12 ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION**  
**PART 4- SUBMISSION FORMS**

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- (viii) it shall be a condition of the trust provided for in this Bond, that if any act, action or proceeding is taken either in the name of the Obligee or by joining the Obligee as a party to such proceeding, then the Claimants, or any of them, who take such act, action or proceeding shall indemnify and save harmless the Obligee against all costs, charges and expenses or liabilities incurred thereon and any loss or damage resulting to the Obligee by reason thereof;
- (ix) no suit or action shall be commenced hereunder by any Claimant:
- (a) unless such Claimant shall have given written notice to each of the Principal, the Surety and the Obligee, stating with substantial accuracy the amount claimed,
- (1) in respect of any claim for the amount or any portion thereof, required to be held back from the Claimant by the Principal, under either the terms of the Claimant's contract with the Principal or under the Construction Lien Act, R.S.O. 1990 c. C.30, whichever is the greater, within one hundred and twenty (120) days after such Claimant should have been paid in full under the Claimant's contract with the Principal,
- (2) in respect of any claim other than for the holdback, or portion thereof, referred to above, within one hundred and twenty (120) days after the date upon which such Claimant did, or performed, the last of the work or labour or furnished the last of the materials for which such claim is made under the Claimant's contract with the Principal,
- and such notice may be served
- (3) by mailing the same by registered mail in each case to an address at which the intended recipient regularly maintains an office for the transaction of business, or
- (4) in any manner in which legal process may be served in Ontario;
- (b) after the expiration of one (1) year following the date on which the Principal ceased work on the Contract, including work performed under the guarantees provided in the Contract;
- (c) other than in a Court of competent jurisdiction in the Province of Ontario to the jurisdiction of which Court the parties and Claimants shall submit,
- but subject to the foregoing terms and conditions, the Claimants, or any of them, may use the name of the Obligee to sue on and enforce the provisions of this Bond;
- (x) the amount of this Bond shall be reduced by, and to the extent of, any payments made in good faith, and in accordance with the provisions hereof, inclusive of the payment by the Surety of Construction Liens which may be filed of record against the subject matter of the Contract, whether or not claim for the amount of such lien be presented under and against this Bond.

**TZC T 57-2019-12 ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION**  
**PART 4- SUBMISSION FORMS**

(xi) the Surety shall not be liable for a greater sum than the specified penalty of this Bond.

In Witness Whereof the Principal and the Surety have signed and sealed this Bond this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

*SIGNED, SEALED AND DELIVERED:*

)  
)  
)  
) \_\_\_\_\_  
) Principal  
)  
)  
) \_\_\_\_\_  
) Surety

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**TZC T 57-2019-12 ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION  
PART 5- PRICING FORMS**

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**Tender Pricing Form Submission**

Complete and return this section Part 4–*Form of Tender* including Appendices I to V

Project/Contract: Orangutan Outdoor Exhibit Construction

Project/Contract No.: **TZC T 57-2019-12**

OWNER: TORONTO ZOO

I/We, the undersigned 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 submission will not be considered. Quoted prices shall remain in effect for a period of ninety (90) days from the Bid validity period.

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.

I/We, the undersigned, **having the authority to bind the Company**, certify, that I/we have examined the Instruction to Bidders, Construction Agreement and General Conditions, Specifications, Scope of Work, Drawings and Form of Tender, do hereby offer and agree to enter into an agreement with The Toronto Zoo, to construct a new Outdoor Orangutan Exhibit near the Indo-Malayan Pavilion at the Toronto Zoo as described herein for a Total Tender Price, including HST in Canadian funds, equal to the total of the amounts in the following clauses (A) to (B).

THIS TENDER is submitted by

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Name of Firm

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Address

---

Postal Code

---

Telephone Number

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Fax Number

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Name of Authorized Signing Officer for Firm



2020-01-08

**TZC T 57-2019-12 ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION  
PART 5- PRICING FORMS**

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Title of Authorized Signing Officer for Firm

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Name and Title of Project Contact Person

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Email and fax # of Project Contact person



**TZC T 57-2019-12 ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION  
PART 5 – PRICING FORMS**

**FORM OF TOTAL TENDER PRICE (Note, this is the base bid price with a date of substantial performance of 2021-02-26)**

**(A) PRICE of *TENDER, which excludes HST* is:**

\_\_\_\_\_ In lawful money of Canada. (State in writing)

\$ \_\_\_\_\_  
(State in numbers)

**(B) PRICE of HST of (13 %) payable by the Owner to the Contractor  
DOLLARS**

\_\_\_\_\_ In lawful money of Canada. (State in writing)

\$ \_\_\_\_\_  
(State in numbers)

**TOTAL TENDER PRICE, which includes the Tender (A) and HST (B) price is:  
DOLLARS**

\_\_\_\_\_ In lawful money of Canada. (State in writing)

\$ \_\_\_\_\_  
(State in numbers)

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.		

**TZC T 57-2019-12 ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION  
PART 5 – PRICING FORMS**

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**The following appendix(s) must be completed and returned with the tender submission.**

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<b>Appendix I</b>	<b>Schedule of Values</b>
<b>Appendix II</b>	<b>Unit Prices</b>
<b>Appendix III</b>	<b>Additional Prices – Not Applicable</b>
<b>Appendix IV</b>	<b>Alternative Prices</b>
<b>Appendix V</b>	<b>Unsolicited Prices</b>

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**TZC T 57-2019-12 ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION  
PART 5 – PRICING FORMS**

**APPENDIX I- SCHEDULE OF VALUES** (Due 24 hours after stipulated closing date)  
(**included** in Total Tender Price)

All prices are to include the supply and installation of all labour, material, taxes (excluding Harmonized Sales Tax), charges, payroll, burden, and profit, and would be deducted from the Total Tender Price should the specified work be excluded from the contract work.

ITEM	DESCRIPTION	PRICE (BASE BID – SUBSTANTIAL PERF 2021-02-26)	PRICE (ALTERNATIVE PRICE – SUBSTANTIAL PERF 2020-10-16)
1.	Mobilization	\$	\$
2.	Div 02: Demolition & Removals	\$	\$
3.	Div 03: Concrete	\$	\$
4.	Div 04: Masonry	\$	\$
5.	Div 05: Metals	\$	\$
6.	Div 06: Wood, Plastics, and Composites	\$	\$
7.	Div 07: Thermal & Moisture Protection	\$	\$
8.	Div 08: Openings	\$	\$
9.	Div 09: Finishes	\$	\$
10.	Div 10: Specialties	\$	\$
11.	Div 11: Equipment	\$	\$
12.	Div 20: Mechanical, General	\$	\$
13.	Div 22: Plumbing	\$	\$
14.	Div 23: Heating, Ventilating and Air Conditioning	\$	\$
15.	Div 25: Integrated Automation	\$	\$
16.	Div 26: Electrical	\$	\$
17.	Div 27: Communications	\$	\$
18.	Div 28: Electronic Safety and Security	\$	\$
19.	Div 31: Earthwork	\$	\$
20.	Div 32: Exterior Improvements	\$	\$
21.	Div 33: Utilities	\$	\$
22.	Demobilization	\$	\$
	<b>Total Tender Price*</b>	\$	
	<b>Total Alternative Tender Price**</b>		\$

\*The sum of the amounts shown in the table above **should** equal the Total Tender Price stipulated in the space provided in the Form of Total Tender Price

\*\*The sum of the amounts shown in the table above **should** equal the Alternative Price indicated in Appendix IV of the Pricing Forms

**TZC T 57-2019-12 ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION  
PART 5 – PRICING FORMS**

**APPENDIX II - UNIT PRICES** (Due 24 hours after stipulated closing date)

All prices are to include the supply and installation of all labour, material, charges, taxes (excluding Harmonized Sales Tax), payroll, burden and profit.

ITEM	UNIT	ADD	DEDUCT
Climbing Pole 1 including but not limited to associated excavation, foundation, platform & supports, hot vines, pipe vines, climbing ropes, video feed/camera, drinker, feeder.	Each	\$	\$
Climbing Pole 2 including but not limited to associated excavation, foundation, platform & supports, hot vines, pipe vines, climbing ropes, video feed/camera, drinker, feeder.	Each	\$	\$
Climbing Pole 3 including but not limited to associated excavation, foundation, platform & supports, hot vines, pipe vines, climbing ropes, video feed/camera, drinker, feeder.	Each	\$	\$
Climbing Pole 4 including but not limited to associated excavation, foundation, platform & supports, hot vines, pipe vines, climbing ropes, video feed/camera, drinker, feeder.	Each	\$	\$
Climbing Pole 5 including but not limited to associated excavation, foundation, platform & supports, hot vines, pipe vines, climbing ropes, video feed/camera, drinker, feeder.	Each	\$	\$
Climbing Pole 6 including but not limited to associated excavation, foundation, platform & supports, hot vines, pipe vines, climbing ropes, video feed/camera, drinker, feeder.	Each	\$	\$
"O line" cables	lm	\$	\$
Kick Rail (Det 2/AR=180)	lm	\$	\$
Guardrail (Det 1/AR-180)	lm	\$	\$

**TZC T 57-2019-12 ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION  
PART 5 – PRICING FORMS**

Barrier Fence (Det 3/AR-111)	lm	\$	\$
150mm diameter subdrain. Installation wrapped in geotextile and clear stone backfill	lm	\$	\$
300mm PVC storm sewer. Installation at approximately 3.5m depth	lm	\$	\$
Remove and dispose of existing manhole	Each	\$	\$

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**TZC T 57-2019-12 ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION**  
**PART 5 – PRICING FORMS**

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**THIS SECTION IS NOT APPLICABLE****APPENDIX III - ADDITIONAL PRICES** (Due 24 hours after stipulated closing date)

**(not included)** in Total Tender Price)

All prices are to include the supply and installation of all labour, material, taxes (excluding Harmonized Sales Tax), charges, payroll, burden and profit.

**ITEM      DESCRIPTION****PRICE**

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\$ \_\_\_\_\_  
**Increase / Reduction**

\* For each item, insert amount in the appropriate column to indicate whether the price change will result in an increase in, or a reduction of, the Total Tender Price.

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**TZC T 57-2019-12 ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION  
PART 5 – PRICING FORMS**

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**APPENDIX IV- ALTERNATIVE PRICES** (Due 24 hours after stipulated closing date)

(**not included** in Total Tender Price)

All prices are to include the supply and installation of all labour, material, taxes (excluding Harmonized Sales Tax), charges, payroll, burden and profit.

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<b>Item</b>	<b>Description</b>	<b>Increase or Reduction From Total Tender Price</b>
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1. Cost to complete project as per date for substantial performance of 2020-10-16 & total performance of 2020-11-13. Liquidated damages will apply to these dates.

\* For each item, insert amount in the appropriate column to indicate whether the price change will result in an increase in, or a reduction of, the Total Tender Price.

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**TZC T 57-2019-12 ORANGUTAN OUTDOOR EXHIBIT CONSTRUCTION**  
**PART 5 – PRICING FORMS**

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**APPENDIX V - \*UNSOLICITED ALTERNATIVES** (Due 24 hours after stipulated closing date IF APPLICABLE)

(prices not used for Total Tender Price)

All alternatives must conform to the requirements of Section 01 25 00 – Product Substitution Procedures.

All prices are to include the supply and installation of all labour, material, taxes (including Harmonized Sales Tax), charges, payroll, burden and profit.

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Number of Item	Description of Item	Change in Total Tender Price Substituted in Work	
		Increase	Reduction

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