## 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

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 The Supplier acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Bid, the forfeiture of its Bid Bond, or its eligibility for future work.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

(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:

| IRREGULARITIES | ACTION |
|---|---|
| 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. |
| Execution of Bid Bond (Financial Security)<br>- Corporate Seal or signature of bidder missing.<br><br>- Both corporate seal and signature of the bidder missing.<br><br>Corporate seal or signature of authorized agents of bonding company missing. | Two (2) business days to correct.<br><br>Automatic rejection.<br><br>Automatic rejection. |
| Other Bid Security – Uncertified Cheque | Automatic rejection. |
| Documents – Execution<br>- Corporate seal or signature missing.<br><br>- Corporate seal and signature missing. | Two (2) business days to correct.<br><br>Automatic rejection. |
| Erasures, Overwriting or Strike-Outs which are not Initialed:<br>Uninitialed changes to response which are minor (example: the respondent's address is amended by over-writing but not initiated). | Two (2) business days to initial. |

| | |
|---|---|
| Unit prices have been changed but not initialed and the contract totals are consistent with the price as amended.<br><br>Unit prices have been changed but not initialed and the contract totals are not consistent with the price as amended. | Two (2) business days to initial.<br><br>Automatic rejection. |
| Minor Irregularities | The Purchasing Agent shall have the authority to waive irregularities deemed to be minor. |

(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:

_____

_____

_____

_____

(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.

## 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.**

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

| **Work or Services to be Performed** | **Name/Address** | **Company Contact & Tel #** | **Licence #** | **% of overall of Work to be performed by the Sub-Contractor** |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## 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 |
| | ) |
| | ) CONSTRUCTION OF CORE WOODS HILL AODA RAMP, RFT 209 |
| TO WIT: | ) |
| | ) |
| | ) |

**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.

**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 , 20__. )
)
)
A Commissioner, etc.

*NOTE:*

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

_____

* Delete inapplicable word

**APPENDIX IV - BID BOND**

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.

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. 20__.

SIGNED, SEALED AND DELIVERED ) *
in the presence of: )
)
)
)
) _____
)
)
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)
) _____
) **
)
)
)
) _____

)

)

)
)
)

_____

*NOTE:*

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

_____

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

**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.

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 _____, 20__.
(name of Surety)
(Address of Local Office)