



**toronto**  
**ZOO**

**TORONTO ZOO  
REQUEST FOR TENDERS  
FOR  
RENOVATIONS TO THE MEMBER AND GUEST SERVICES BUILDING  
PROJECT**

**RFT No.: 79**

**Project No.: 24BS01**

**Issued: 2024-12-10**

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## PART 1 – REQUEST FOR TENDERS PROCESS

### SECTION 1 – RFT-SPECIFIC PROCESS AND SUBMISSION INSTRUCTIONS

#### 1.1 Introduction

- .1 This RFT is an invitation by the Toronto Zoo to prospective Suppliers to submit bids for the performance of the Work, as further described in Part 3 (DRAWINGS AND SPECIFICATIONS) and the Contract (the “Project”).
- .2 This RFT shall be interpreted in accordance with Section 3.12 (Governing Law) and 3.13 (RFT Definitions and Interpretation).
- .3 Invitation to submit a Bid, including participation in any pre-qualification, request for information or other similar process or exchange of information prior to the RFT, does not imply that a Supplier is automatically prequalified to meet the requirements of the RFT or that the factors which were examined during such process or exchange may not be re-examined or re-evaluated by the Zoo during the consideration and selection process for this RFT. It will still be necessary for the Supplier to demonstrate its qualifications through the RFT process.
- .4 The Successful Supplier will be required to execute the Contract with the Zoo for the provision of the Work. Suppliers should review the terms and conditions set out in Part 2 (FORM OF CONSTRUCTION AGREEMENT) to understand the Contract being entered into with the Zoo.

#### 1.2 Procurement Contact

- .1 The contact Person at the Zoo for all matters related to the RFT process (the “**Procurement Contact**”) is set out below:

Name and Title	
Name:	Francesca Pinochi
Title:	Supervisor, Procurement, Project Management

- .2 All communications relating to this RFT should be submitted to the Procurement Contact using the internal messaging function of the Zoo Electronic Tendering System.
- .3 Only communications received by the Procurement Contact in the Zoo Electronic Tendering System will be considered in the RFT process.
- .4 All permitted communications with the Procurement Contact will be deemed as having been received by the Procurement Contact on the dates and times indicated by the Zoo Electronic Tendering System.

#### 1.3 RFT Documents

- .1 This RFT is comprised of the following documents:

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- Part 1 – Request for Tenders Process;
  - Section 1 – RFT Process and Submission Instructions;
  - Section 2 – Evaluation, Acceptance and Execution;
  - Section 3 – Other RFT Terms and Conditions;
- Part 2 – Form of Agreement;
- Part 3 – Drawings and Specifications;
- Part 4 – Submission Forms, consisting of:
  - Form A – Bid Submission Form;
  - Form B – Bid Bond Form;
  - Form C – Experience and Qualifications Form;
  - Form D – List of Subcontractors Form;
- Part 5 – Instructions to Pricing Form;
  - Pricing Form; and
- All Addenda.

- .2 Prior to submitting a Bid, Suppliers shall examine all components of the RFT (including all reference documents, appendices, forms and Addenda) and, in accordance with Section 1.8 (Questions) promptly notify the Procurement Contact of any perceived errors, omissions, conflicts, ambiguities or discrepancies in the RFT.
- .3 For clarity, no prequalification documents issued by the Zoo or prequalification submissions delivered by the Suppliers to the Zoo shall form a part of the RFT or the Contract.
- .4 It shall be the responsibility of each Supplier to acquire from online or other sources or in person from the Procurement Contact, as specified in the RFT, any document that is referenced or mentioned in this RFT which is not included herein.
- .5 The failure of any Supplier to acquire, receive or examine any document, form, Addendum, or policy shall not relieve the Supplier of any obligation with respect to its Bid or the Contract. The Zoo is not responsible for any misunderstanding on the part of any Supplier concerning this RFT or its processes.

**1.4 Responding to the RFT and Prohibited Communications**

**Zoo Electronic Tendering System**

- .1 The RFT is available only through the Zoo's electronic tendering system supplied by [www.bidsandtenders.com](http://www.bidsandtenders.com) ("**Zoo Electronic Tendering System**"). For further information about the Zoo Electronic Tendering System, visit the Zoo Electronic Tendering System website at <https://www.bidsandtenders.ca>.
- .2 Suppliers that intend to respond to the RFT must ensure that they have the

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necessary hardware and software to access the RFT through the Zoo Electronic Tendering System. Suppliers that intend to respond to the RFT must check the Zoo Electronic Tendering System from time to time for the addition, deletion or amendment of any documents related to the RFT, Addenda and the posting of responses to Questions. Suppliers at all times must keep themselves informed of and take into account the most current version of the RFT and other Zoo Materials available on the Zoo Electronic Tendering System.

- .3 It is recommended that Suppliers monitor their spam/ clutter/ junk filters to ensure they do not miss automatically generated messages sent by the Zoo Electronic Tendering System that relate to this RFT.
- .4 If a Supplier experiences any difficulties with the Zoo Electronic Tendering System during the RFT process, the Supplier must notify the helpdesk of the supplier of the Zoo Electronic Tendering System and the Procurement Contact immediately. Please use the following information to contact helpdesk of the Zoo Electronic Tendering System for technical and product support:

Canada/US Toll-Free: 1 800-594-4798

Email: [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca)

Suppliers shall not contact the Zoo for such technical and product support.

- .5 The Zoo will not assume any risk, responsibility or liability whatsoever to any Supplier for ensuring that the Zoo Electronic Tendering System is in good working order or that the Suppliers are able to download or upload documents or other material from or to such system, including delays caused by the supplier of the Zoo Electronic Tendering System or the Zoo Electronic Tendering System when responding to Suppliers' requests for technical and product support. The Zoo makes no representation, warranty or condition that the Zoo Electronic Tendering System will be uninterrupted, timely, secure, or error-free.
- .6 Each Supplier is solely responsible for accessing the RFT through the Zoo Electronic Tendering System in sufficient time prior to the Submission Deadline to enable the Supplier to submit a Bid.

**Prohibited Communications**

- .7 Suppliers (including potential Suppliers) shall not, and shall cause their representatives to not, discuss, disclose or communicate, directly or indirectly, any details pertaining to or in connection with their Bid or this RFT to:
  - any employee, official, agent, elected or appointed official or other representative of the Zoo other than the Procurement Contact; or
  - anyone not specifically involved in their Bid (including, without limitation, any other Supplier),

except as may be authorized in writing by the Procurement Contact through the Zoo Electronic Tendering System.

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- .8 Other than the Procurement Contact, no Zoo representative, whether an official, agent or employee, is authorized to speak for the Zoo with respect to this RFT. Any Supplier who uses or relies on any representation, information, clarification, correspondence or other communication from any other Zoo representative does so entirely at the Supplier’s own risk and the Zoo shall not be bound by such representation, information, clarification, correspondence or other communication.
- .9 Notwithstanding anything to the contrary set out in this RFT, each Supplier shall comply with the obligations with respect to lobbying as set out in the Zoo Policies and By-laws.
- .10 Communications in relation to this RFT outside of those permitted by the applicable procurement policies and this RFT contravene the Zoo’s Supplier Code of Conduct and any Supplier found in breach of the provisions therein respecting prohibited communications may be subject to disqualification from this RFT or suspended from future procurements in the sole and absolute discretion of the Zoo.
- .11 Without limiting any other provision of this Section 1.4 (Responding to the RFT and Prohibited Communications), any attempt by a Supplier to bypass the RFT process may be grounds for rejection of its Bid.

**1.5 RFT Timetable**

- .1 The Zoo’s currently proposed schedule for each step in the RFT process is set out in below.

Event	Date /Time
Issue Date of RFT on the Zoo Electronic Tendering System	<b>2024-12-10</b>
Site Meeting	<b>10:00 AM on Tuesday 2024-12-17</b>
Deadline for Questions	<b>2024-12-23</b>
Submission Deadline	As displayed in the Zoo Electronic Tendering System countdown clock.
Bid Validity Period	<b>90 Days</b>

- .2 The Zoo reserves the right to, in the Zoo’s sole and absolute discretion, at any time:
  - revise the RFT schedule, to accelerate, eliminate or postpone any of the dates or times set out in this RFT, including the Submission Deadline;
  - to add to, delete or re-order any of the milestones set out in this RFT, at any time; or
  - modify the RFT process.

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- .3 In the event of an inconsistency or a conflict between the Submission Deadline as displayed in the Zoo Electronic Tendering System and the Submission Deadline as indicated in an Addendum, the Zoo Electronic Tendering System portal or any other source, document or location maintained by the Zoo (online or otherwise), the Submission Deadline as displayed in the Zoo Electronic Tendering System countdown clock shall take precedence.

**1.6 Site Meetings**

**.1 Mandatory to Attend a Site Meeting**

- .1 Suppliers are required to attend a site meeting to familiarize themselves with the Project and ascertain the full extent of the Work required. Suppliers are free to take pictures for their own reference.**
  - .2 A site meeting has been scheduled for the date and time posted; if a supplier is unable to attend, another site meeting will be scheduled on request. A supplier need not attend more than one meeting.**
  - .3 Suppliers are requested to sign the Site Meeting Report form to verify their attendance.**
- .2 No statement or information provided in such meeting by either the Zoo or the Suppliers will amend any provision of this RFT or the Contract or may be relied upon by a Supplier in the RFT process or its Bid, except and to the extent such statement or information is later confirmed through the issuance of an Addendum.

**1.7 Addenda**

- .1 The RFT may only be amended by Addendum in accordance with this Section 1.7 (Addenda). Prior to the Submission Deadline, the Zoo may at any time or times modify the RFT in whole or in part through the issuance of an Addenda, if deemed necessary by the Zoo. Each Addendum shall form an integral part of this RFT.
- .2 All Addenda will be posted through the Zoo Electronic Tendering System. Although the Zoo Electronic Tendering System may send notices to registered Suppliers of when Addenda are posted, the Zoo is not responsible for any failure of such notice system or for notices not received by Suppliers.
- .3 Suppliers must check the Zoo Electronic Tendering System frequently to inform themselves of any posted Addendum. Suppliers acknowledge that any information input directly by Suppliers into the interface of the Zoo Electronic Tendering System (including information in the Pricing Form), which is the subject matter of an Addendum that is issued after such information has been input, will be automatically erased from the Zoo Electronic Tendering System by the issuance of such Addenda, whether or not the Supplier's Bid has been fully completed or submitted. Suppliers shall be wholly responsible for checking and reviewing any posted Addenda and ensuring the completeness of the RFT (as amended) and their Bids (as impacted by such Addenda). The Zoo is not responsible for any incomplete or incorrect Bids resulting from the issuance of an Addendum or a Supplier's failure to update its Bid in response to an Addendum.
- .4 The Zoo will make reasonable efforts to issue the final Addendum (if any) in a sufficient time prior to the Submission Deadline to allow Suppliers to submit their Bids. If any Addendum

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requires substantial amendments to the RFT, the Zoo may, in its sole and absolute discretion, extend the Submission Deadline.

- .5 Other than documents issued as part of the RFT (including Addenda), the Zoo shall not be responsible for any explanations, instructions or interpretations even if provided by its actual or purported employees, designees or agents. No oral or written explanations, instructions or interpretations shall modify any of the requirements or provisions of the RFT unless in the form of an Addendum.
- .6 Any reference in this RFT to any document comprising this RFT includes any amendments to such document made in accordance with this Section 1.7 (Addenda).

**1.8 Questions**

- .1 Prospective Suppliers finding errors, omissions, conflicts, ambiguities or discrepancies in the RFT or having questions, comments or concerns regarding this RFT, its process and related matters (“**Questions**”) may submit such Questions to the Procurement Contact using the internal messaging system of the Zoo Electronic Tendering System.
- .2 The Zoo will make reasonable efforts to respond to Questions received by the Deadline for Questions set out in the RFT timetable in Section 1.5 (RFT Timetable). However, the Zoo shall have no obligation to respond to any or all Questions, and the Zoo’s determination as to whether or not it will respond to any Question shall be in the Zoo’s sole and absolute discretion. The onus is on each Supplier to confirm the Zoo has received all correspondence from the Supplier.
- .3 Although it is the Zoo’s practice to make available to all Questions received as well as responses to such Questions: (i) for Questions of an administrative nature; or (ii) where a prospective Supplier’s Question is identified as commercially confidential in nature and where the Zoo, in its sole and absolute discretion, deems the Question or response to be commercially confidential, the Zoo may provide a response only to that Supplier. The Zoo reserves the right to edit Questions for clarity and applicability to all Suppliers generally.
- .4 Pursuant to Section 1.7 (Addenda), responses to Questions prepared and circulated by the Zoo are not RFT documents and do not amend the RFT, unless such responses form part of an Addendum.

**1.9 Submission of Bids**

- .1 **General**
  - .1 Subject to Section 1.9.3 (Bid Bond) with respect to the submission of the Bid Bond, Bids must be submitted through the Zoo Electronic Tendering System prior to the Submission Deadline. Bids will be rejected as non-compliant if submitted by any other mechanism including, but not limited to, post, courier, fax, e-mail or orally, unless specifically requested by the Zoo Procurement Contact through the Zoo Electronic Tendering System.
  - .2 The Zoo Electronic Tendering System will not accept any Bids that are attempted to be submitted after the Submission Deadline. The expiry of the Submission Deadline and submission time of a Bid shall be determined by the Zoo Electronic Tendering System.



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- .3 It is the Supplier's sole responsibility to ensure its Bid is received by the Submission Deadline in accordance with the requirements of this RFT. 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.
- .4 A Bid will only be considered to be submitted once it has been received by the Zoo in the Zoo Electronic Tendering System. The time of such receipt is reflected by the time stamped acknowledgement of receipt generated by the Zoo Electronic Tendering System, regardless of when the Bid was submitted by the Supplier. A Supplier may access such time stamped acknowledgement of receipt using the response history function of the Zoo Electronic Tendering System to confirm the submission time of its Bid.
- .5 Suppliers must submit their Bids in the format presented, prescribed and compatible with the requirements of the RFT and the Zoo Electronic Tendering System and must include all attachments required by the Zoo Electronic Tendering System. Failure to fully complete the forms presented in this RFT or to include and submit the required attachments or separate documentation, as applicable, may result in the bid being rejected as non-compliant.
- .6 The forms, documents and other items outlined in this Section 1.9 (Submission of Bids) must be completed in their entirety and submitted in the format presented and prescribed by the Zoo Electronic Tendering System and in accordance with the requirements of the RFT. Failure to so submit any such items may result in the Bid being rejected as non-compliant.
- .7 Any documents forming part of a Bid uploaded to the Zoo Electronic Tendering System by the Supplier must:
- not have a security password;
  - not be defective, corrupted or blank; and
  - be provided in Word or PDF format and be able to be opened and viewed by the Zoo.
- .8 If there is any discrepancy whatsoever between:
- the information input directly by Suppliers into the interface of the Zoo Electronic Tendering System and the electronic copy of any documentation uploaded to the Zoo Electronic Tendering System, information input directly by Suppliers into the interface of the Zoo Electronic Tendering System shall govern; or
  - any documentation physically delivered by Suppliers and the electronic version of such documentation uploaded to the Zoo Electronic Tendering System, such electronic version shall govern.

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- .9 All Suppliers should exercise extreme care when completing their Bid submissions, as failure to complete the Bid fully or to comply with the requirements of this RFT may cause the Bid to be rejected as non-compliant.

**.2 Bid Submission Form**

- .1 The Supplier shall complete and submit all information and respond to all items in the Bid submission form set out in Form A to Part 4 of Part 4 (Bid Submission Form) ("**Bid Submission Form**").
- .2 The Bid Submission Form contains confirmatory statements and declarations in respect of the Zoo's Policies and By-laws.

**.3 Bid Bond**

- .1 In addition to the requirements set out in this RFT in respect of the submission of a Bid through the Zoo Electronic Tendering System, each Supplier shall submit a bid bond to secure the execution of the Contract by the Supplier ("**Bid Bond**").

- .2 The Bid Bond shall be:

- .1 a digital Bid Bond uploaded to the Zoo Electronic Tendering System, which meets all of the following requirements:

- **include a method of authentication that confirms 'Integrity of content'** – the digital Bid Bond shall include assurances that the document received is the true document executed and that the content has not been changed or altered. All instructions for accessing authentication shall be included with the uploaded digital Bid Bond;
- **be verifiable and enforceable** – the digital Bid Bond shall include assurances that the document was duly executed by the parties identified and that it is enforceable at law. Such assurances require the use of a third-party digital service provider;
- **be digitally signed and sealed** – the digital Bid Bond shall contain digital signatures and valid digital seals.

A scanned copy of an original paper bid bond is not an acceptable digital Bid Bond. The Supplier and its surety company should refer to the e-bonding information on Surety Association of Canada's website which includes: a list of third parties that provide online surety digital bond services (the Zoo does not endorse or promote any specific third-party electronic surety bond service provider) and a checklist of industry requirements for e-bonding solutions which sets out the requirements for digital bonds;

- .3 The Bid Bond shall be in the amount and in the form provided in Form B of Part 4 (Bid Bond Form) or in another substantially similar format approved by the Zoo prior to Bid submission; and

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- .4 The Bid Bond shall be signed and sealed by the Supplier and by a licensed surety company, authorized to carry on business in the Province of Ontario, and having a place of business in Ontario.
- .5 Failure of a Supplier to submit a Bid Bond, in compliance with the requirements of Sections 1.9.3.1 and 1.9.3.2 (Bid Bonds) shall result in the Bid being rejected as non-compliant.

**.4 Experience and Qualifications Form**

- .1 Each Supplier shall complete and submit the Experience and Qualifications Form provided in Form C of Part 4 (Experience and Qualifications Form). In submitting such form, the Supplier gives the Zoo consent to contact the references therein to confirm the information therein. Failure to provide the required information listed on the Experience and Qualifications Form shall render the Bid non-compliant. If, in the Zoo's sole and absolute discretion, the references do not confirm the Supplier's experience and qualifications as required by the RFT, the Bid will be declared non-compliant and will not be considered for acceptance.
- .2 The Zoo reserves the right to verify whether Suppliers are relying upon past experience of an Affiliated Person including the nature of the corporate relationship and its relevance to the Project. If, in the Zoo's sole and absolute discretion, it is determined that a Supplier is relying on an Affiliated Person's past experience and a transfer of the Affiliated Person's experience cannot be demonstrated as relevant to the Project then the Bid will be declared non-compliant and not be considered for acceptance.
- .3 The Zoo reserves the right to verify past performance of the Supplier or its Affiliated Persons with the Zoo's performance records on relevant Zoo projects (including the City's agencies, boards, commissions and corporations).
- .4 The Zoo reserves the right to verify a mandatory certification of qualifications submitted by a Supplier for itself or its Affiliated Persons with any relevant third-party certifying organization.

**.5 List of Subconsultants Form**

- .1 The Supplier shall download, complete, upload and submit the form provided in Form C of Part 4 ("**List of Subconsultants Form**") indicating the Subconsultants it intends to engage to carry out each portion of the Work indicated therein.
- .2 Suppliers must not include companies under suspension by the Zoo or affiliated entities on their list of Subcontractors.

**.6 Pricing Form**

- .1 Each Supplier shall complete and submit the Pricing Form set out in Part 5 ("**Pricing Form**") according to the instructions contained in such form.
- .2 In completing the Pricing Form, Suppliers must take into account compliance with all of the requirements of the RFT, including Part 3 (DRAWINGS AND

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SPECIFICATIONS) and the terms of the Contract. The Zoo will assume, in evaluating all Bids, that compliance with such requirements has been accounted for in the completed Pricing Form.

**.7 Other Mandatory Submission Requirements**

As set out in PART 4 – Form C - EXPERIENCE AND QUALIFICATIONS REQUIREMENTS Form, and in the Zoo Electronic Tendering System Document Upload requirements.

**1.10 Amendment of Bids**

- .1 Prior to the Submission Deadline, a Supplier may amend its Bid at any time after submission of the Bid in the Zoo Electronic Tendering System by using the revise bid function in the Zoo Electronic Tendering System. Bids will not be viewed by the Zoo until after the Submission Deadline and a Supplier may amend its Bid one or more times if it so wishes prior to the Submission Deadline.
- .2 If a Supplier amends its Bid, the Supplier must resubmit the Bid using the revise bid function in the Zoo Electronic Tendering System. After resubmitting a Bid, the Supplier should check that the Zoo Electronic Tendering System has generated a time stamp acknowledgment of such resubmission. If a Supplier commences the amendment of a Bid through the revise bid function in the Zoo Electronic Tendering System, but fails or is unable to resubmit an amended Bid prior to the Submission Deadline through the use of such function, the most recently submitted version of the Bid as recorded in the response history function of the Zoo Electronic Tendering System shall be considered to be the Supplier's submitted Bid, shall be irrevocable and binding in accordance with the provisions of the RFT, and may be accepted by the Zoo in its sole and absolute discretion unless such Bid has been properly withdrawn in accordance with Section 1.11 (Withdrawal of Bids).

**1.11 Withdrawal of Bids**

A Bid may be withdrawn at any time prior to the Submission Deadline. For clarity, if a Supplier fails to properly withdraw a Bid, the Bid shall be considered to be the Supplier's submitted Bid. Any Bids that are properly withdrawn will not be accessible to the Zoo.

**1.12 Bid Validity Period**

- .1 Upon the Submission Deadline, each submitted Bid shall be irrevocable and binding on Suppliers for the period of time following the Submission Deadline as set out in the RFT timetable in Section 1.5 (RFT Timetable) ("**Bid Validity Period**").
- .2 In exceptional circumstances, prior to the expiration of the Bid Validity Period, the Zoo may request Suppliers to extend the validity of their Bids and any accompanying Bid Bonds if applicable. The request and responses shall be made in writing by the Procurement Contact. A Supplier may refuse the Zoo's request without rendering its Bid non-compliant. A Supplier granting the request shall not be required or permitted to modify its Bid.

## SECTION 2 - EVALUATION, ACCEPTANCE AND EXECUTION

### 2.1 Evaluation

#### .1 Evaluation Process

- .1 The Zoo will conduct the evaluation of Bids in the following stages:

**Stage 1:** The Bids will be reviewed to determine whether they comply with all of the mandatory requirements of the RFT, including the requirements of Section 1.9 (Submission of Bids). Bids that are substantially incomplete or do not substantially comply with the requirements of this RFT will be excluded from consideration in Stage 2.

**Stage 2:** The compliant Bids will be ranked on the basis of the lowest submitted pricing of each Bid in accordance with the Pricing Form.

- .2 Subject to its reserved rights set out in this Part, the Zoo may at any time and from time to time, in its sole and absolute discretion, revisit, revise, confirm or adjust the evaluations of a Bid at any time during the RFT process.

#### .2 Tied Bids

In the event that the Zoo receives two (2) or more Bids identical in price, then the tie will be broken by way of coin toss or lottery.

#### .3 **Materially Unbalanced or Abnormally Low Bids**

- .1 A Bid is materially unbalanced if:

- it is based on prices which are significantly less than cost for some items and prices which are significantly overstated in relation to cost for other items; and
- the Zoo has determined that the Bid may not result in the lowest overall cost to the Zoo even though it may be the lowest submitted Bid; or
- it is so unbalanced as to be tantamount to allowing an advance payment.

- .2 A Bid is abnormally low if the pricing raises material concerns with the Zoo as to the likelihood or capability of the Supplier to perform the Contract on the basis of the offered pricing.

- .3 If a materially unbalanced Bid or an abnormally low Bid is identified, the Zoo may seek clarification from the Supplier, including a detailed price analysis of its pricing in relation to the subject matter of the Contract, the scope of Work, the estimated quantities, the schedule for performance of the Work, the allocation of risks and responsibilities and any other requirements of the RFT.

- .4 If after evaluation of the price analysis, the Zoo determines that the Supplier has failed to demonstrate its capability to perform the Contract on the basis of the offered pricing, or that the offered pricing may create a material risk to the Zoo, the Zoo may reject the Bid.

### 2.2 Rights of the Zoo

In addition to, but without limiting any other rights or options of the Zoo under this RFT, the Zoo may, in its sole and absolute discretion, carry out the RFT process as it determines to be in the best interests of the Zoo and to be the most beneficial to the Zoo. The Zoo may, in its sole and absolute discretion, exercise any or all of the following rights and options with respect to this RFT, at any time:

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- .1 The Zoo may waive minor irregularities in any Bid.
- .2 The Zoo may extend any deadline in the RFT to address unavailability of the Zoo Electronic Tendering System, in whole or in part, or to address telecommunication system or internet disruption preventing access to the Zoo Electronic Tendering System.
- .3 The Zoo shall not be obliged to accept or reject any Bid (in whole or in part), including if:
  - the Bid contents appear to be incorrect, inaccurate or inappropriate;
  - the Supplier has engaged in conduct prohibited by the RFT; or
  - the Supplier or any member of a Supplier's Joint Venture is or becomes bankrupt, insolvent, makes an assignment for the benefit of its creditors generally or has a receiver appointed over all or a substantial part of its assets.
- .4 The Zoo may suspend, modify and/or cancel this RFT (with or without the substitution of another RFT) or the Project.
- .5 The lowest quoted price may not necessarily be accepted by the Zoo.
- .6 The Zoo may verify the validity of a Bid including the Supplier's statements, claims, qualifications or capabilities, by whatever means the Zoo deems appropriate including obtaining references other than those offered by the Supplier and conduct investigations as to the qualifications of each Supplier.
- .7 The Zoo may, at any time during the RFT process, require (within such time period as set by the Zoo) one, some or all of the Suppliers to:
  - submit supplementary information or documentation clarifying any matters contained in their Bid;
  - meet with the Zoo to clarify aspects of their Bid;
  - acknowledge and agree to the Zoo's interpretation of any aspect of a Bid,provided, however, that the Zoo is not obliged to seek clarification of any aspect of a Bid and may request clarification from some but not all Suppliers. Such clarification may be in respect of clarification with respect to whether a Bid meets the mandatory requirements of the RFT or whether the Supplier meets the necessary experience and performance qualifications set out in the RFT, if any. Any supplementary information and documents submitted by a Supplier which have been accepted by the Zoo and the interpretations prepared by the Zoo which have been acknowledged and agreed to by a Supplier shall be considered to form part of the Bid.
- .8 The Zoo reserves the right to assess the ability of the Supplier to perform the Contract and may reject any Bid where, in the Zoo's sole determination, the personnel and/or resources of the Supplier are insufficient.
- .9 Bids that are improperly prepared, not in compliance with all of the requirements or instructions of the RFT, incomplete, improperly signed, conditional, qualified, illegible, obscure or contain reservations, additions not called for, arithmetical errors, omissions, erasures, alterations, or irregularities of any kind may, be considered informal or irregular and may be rejected or be retained by the Zoo for consideration and acceptance.
- .10 The Zoo may choose to meet with some or all of the Suppliers in connection with their Bids or the matters provided for in the RFT. The Zoo may visit the existing place or places of business of some or all Suppliers for purposes of clarification or verification.
- .11 The Zoo may award one or more contracts for portions or all of the Work to as many Suppliers and/or Other Persons as it deems appropriate, including awarding a contract for

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Work less than the scope or quantity contemplated in the Successful Supplier's Bid or the RFT.

- .12 The Zoo may issue a solicitation to one, some or all of the Suppliers and/or any Other Person.
- .13 After the Submission Deadline, the Zoo may increase or decrease the quantity of any unit of Work in accordance with the Contract.

**2.3 Contract Execution**

- .1 The Zoo intends to finalize the agreement with the top-ranked supplier during the Bid Validity Period. Suppliers are reminded that there is a question-and-answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in Part 2 (Form of Agreement). The Zoo will consider such requests for clarification at that time and will not make substantive changes to those terms after the Closing Deadline during the Bid Validity Period.
- .2 Once a Bid has been accepted by the Zoo, the Procurement Contact will notify the Supplier that it has been awarded the Contract, subject to the terms and conditions set out in Part 2 (Form of Agreement). Upon notification that the Form of Agreement is available for execution, the Supplier shall sign, date and return the completed Form of Agreement within 10 Working Days of its receipt, along with any required performance security or insurance certificates.
- .3 If requested by the Zoo, the selected supplier will execute and deliver the Form of Agreement and any required performance security and insurance certificates in a digital form that is legally verifiable and enforceable.
- .4 After award, the failure of the supplier to execute the Form of Agreement as finalized, or submit the necessary performance security or insurance certificates, shall constitute sufficient grounds to rescind the award and may constitute grounds to suspend the supplier from further procurements for such period of time as may be determined under the Zoo's Supplier Code of Conduct. The Zoo may then invite the next-best-ranked Supplier to enter into negotiations to finalize an agreement or the Zoo may elect to cancel the RFT process.

**2.4 Notification to Other Suppliers**

Once the Zoo has successfully awarded and executed the Contract, the other Suppliers will be notified by the Zoo through the Zoo Electronic Tendering System of the outcome of the RFT process.

**2.5 Offers to Agencies and Corporations**

Not used.

**2.6 Debriefing**

Unsuccessful Suppliers may request a debriefing after receipt of a notification of the outcome of the selection process. All requests must be made in writing to the Procurement Contact within sixty (60) days of notification of the outcome of the selection process. The intent of the debriefing information session is to aid the Supplier in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is at the sole and absolute discretion of the Zoo, and not for the purpose of providing an opportunity to challenge the RFT process.

## SECTION 3 - GENERAL RFT TERMS AND CONDITIONS

### 3.1 General Process Terms and Conditions

- .1 Suppliers acknowledge that their Bids are governed by the terms and conditions set out in this RFT as well as the by-laws, policies and procedures established by the Zoo (including the Zoo's Policies and By-laws set out in Form A - Part 4 – Bid Submission Form) and any additional terms and conditions related to the provision of the Zoo Electronic Tendering System. It is the responsibility of the Supplier to review and comply with all such policies.
- .2 Suppliers should structure their bids in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a Bid should reference the applicable section numbers of this RFT.
- .3 The Zoo will have no obligation to consider information, documentation or other content not included in a Bid for the purpose of evaluating the Bid. For clarity, the Zoo will not consider any content referred to in but not included in the Bid, including information referenced by links to websites or other external documents.
- .4 When evaluating Tenders, the Zoo may request further information from a Supplier or third parties in order to verify or clarify the information in the Supplier's Bid. This may include but is not limited to clarification with respect to whether a Bid meets the mandatory technical requirements set out in Part 3 (Requirements for Deliverables). The Zoo may revisit and re-evaluate the Supplier's Bid response or ranking on the basis of any such information.

### 3.2 Suppliers Shall Bear Their Own Costs

Each Supplier shall bear all costs, expenses and financial obligations associated with or incurred by the Supplier to: (i) prepare and present its Bid or to otherwise participate in the RFT process including, if applicable, costs incurred for samples, interviews or demonstrations; or (ii) to establish a legally binding contract with the Zoo.

### 3.3 Limitation of Liability

- .1 Notwithstanding anything in the RFT and any express or implied duties or obligations of the Zoo to the contrary, the Zoo and each of its board, officers, employees, servants, agents, volunteers, suppliers, advisers and contracted personnel will have no liability to any Person, including any Supplier and prospective Supplier for any damages, costs, liabilities, losses or expenses including direct, indirect, special or punitive damages, or for loss of profits, loss of opportunity or loss of reputation arising out of or otherwise relating to:
  - this RFT;
  - participation of any such Person in this RFT process;
  - the provision and availability or lack of availability or accuracy of the Zoo Electronic Tendering System; or
  - the Zoo's acts or omissions in connection with the conduct of this RFT process, including the acceptance, non-acceptance or delay in acceptance by the Zoo of any Bid. This limitation applies to all possible claims, whether arising in contract, tort, equity, or otherwise, including any claim for a breach by the Zoo of a duty of fairness, if any, or relating to a failure of the Zoo Electronic Tendering System to comply with the rules set out in this RFT.



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- .2 By submitting a Bid to the Zoo, each Supplier irrevocably and unconditionally waives any claims for damages, costs, liabilities, losses and expenses, and shall not seek any order for injunctive relief or specific performance, against the Zoo, its board, officers, employees, servants, agents, volunteers, advisers and contracted personnel.
- .3 Each Supplier agrees that, despite this Section 3.3 (Limitation of Liability) or any limitations of liability or releases in favour of Zoo, if the Zoo is found to be liable, in any way whatsoever, for any act or omission in respect of the RFT or the provision of the Zoo Electronic Tendering System, the total liability of the Zoo to any Supplier or any other Person participating in the RFT process, and the aggregate amount of damages recoverable against the Zoo for any matter relating to or arising from any act or omission by the Zoo, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Zoo shall be no greater than the Supplier's cost of preparing its Bid.
- .4 Notwithstanding the Zoo's limitation of liability, the Supplier may seek a debriefing or may pursue a Bid Dispute of the RFT process in accordance with the Zoo's Policies and By-laws.

#### 3.4 Joint Venture Bids

A Supplier may be a private legal entity or any combination of such entities in the form of a joint venture (**Joint Venture**) under an existing agreement or with the intent to enter into such an agreement as supported by a letter of intent. In the case of a Joint Venture, all members shall be jointly and severally liable for the execution of the entire contract if selected by the Zoo. The Joint Venture shall nominate a representative who shall have the authority to conduct all business on behalf of all members of the Joint Venture during the procurement process and for the execution and performance of any resulting contract.

#### 3.5 Participation in Multiple Bids

Submission or participation in more than one Bid by a Supplier will result in the disqualification of all Tenders in which the Supplier is involved. This does not limit the inclusion of the same Subconsultant from being named in more than one Bid as a Subconsultant only.

#### 3.6 Zoo Materials

- .1 The RFT and all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to any Supplier or prospective Supplier by, or on behalf of, the Zoo in connection with, or arising out of this RFT (collectively, the "**Zoo Materials**") and all intellectual property rights therein:
  - are and shall remain the sole and absolute property of the Zoo;
  - must be treated by Suppliers and prospective Suppliers as confidential and Suppliers must maintain such confidentiality;
  - must not be disclosed without prior written authorization from the Zoo;
  - must not be used for any purpose other than for replying to this RFT, and for fulfillment of the Contract or any related subsequent agreement; and
  - immediately upon the request of the Zoo, must be returned by the Supplier to the Zoo and all electronic copies must be destroyed.
- .2 Unless and to the extent provided otherwise in the Contract, the Zoo and its advisers make

no representation or warranty as to the accuracy or completeness of the Zoo Materials or that the Zoo Electronic Tendering System will be made available uninterrupted or be error free or accurate, and disclaim all express and implied representations, warranties and conditions in connection with the Zoo Materials and the Zoo Electronic Tendering System. Any quantities shown or data contained in the Zoo Materials are estimates only and are for the sole purpose of indicating to Suppliers the general scale and scope of the Contract. Use of or reliance by Suppliers on the Zoo Materials and the Zoo Electronic Tendering System shall be at the Supplier's sole risk and without recourse against the Zoo.

- .3 It is the Suppliers' responsibility to make their own independent investigations, due diligence, projections and conclusions, and consult their own advisors, to obtain all the information necessary to:
- verify and confirm the accuracy and completeness of the Zoo Materials, unless and to the extent provided otherwise in the Contract;
  - ensure proper, accurate and effective use of the Zoo Electronic Tendering System;
  - satisfy themselves as to all existing conditions affecting the Deliverables or the Contract; and
  - prepare their Bids in response to this RFT.

### **3.7 Ownership of Bid Materials**

- .1 The documentation comprising any Bid, along with all correspondence, data, plans, materials, drawings, specifications, reports, estimates, summaries, photographs, models and all other information and documentation in any form provided or made available to the Zoo by, or on behalf of, any Supplier in connection with, or arising out of this RFT (collectively, the "**Bid Materials**") and all intellectual property rights therein, once received by the Zoo:
- shall become the sole and absolute property of the Zoo; and
  - shall become subject to MFIPPA, and the Zoo may be required to disclose the Bid Materials members of the public, pursuant to MFIPPA.
- .2 Each Supplier:
- .1 represents and warrants that the information contained in its Bid Materials does not infringe any intellectual property right of any third party;
- .2 hereby assigns and transfer to the Zoo, and shall cause all its personnel and other third parties to assign and transfer to the Zoo, all right, title and interest in the Bid Materials, including intellectual property rights therein:
- .3 shall cause all its personnel and other third parties to waive, for the benefit of the Zoo, their respective moral rights (and any similar rights to the extent that such rights exist) in and to the Bid Materials; and
- .4 shall indemnify, defend and hold harmless the Zoo and its board, officers, employees, servants, agents, volunteers, advisers and contracted personnel, if any, against all claims, actions, suits and proceedings brought against, or losses, costs, expenses, damages suffered, sustained, or incurred by them which may be directly or indirectly attributable to, or arising or alleged to arise out of the infringement or

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alleged infringement of any patent, copyright, trademark, or other intellectual property right of a third party in connection with the Bid Materials.

- .3 Suppliers are also advised that MFIPPA does provide protection for confidential and proprietary business information. For the purposes of the Zoo's compliance with MFIPPA, Suppliers are advised to identify in their Bid Materials material any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
- .4 Each Supplier's name and total bid price may be made public. Bid Materials will, as necessary, be made available:
  - on a confidential basis, to advisers retained by the Zoo to advise or assist with the RFT process;
  - to members of the Board in accordance with the Zoo's procedures; and
  - to members of the public pursuant to MFIPPA.
- .5 The Zoo will not return the Bid or any other Bid Materials.

**3.8 Failure or Default of Supplier**

- .1 Without prejudice to any other right or remedy available to the Zoo under this RFT or at law, if the Supplier, for any reason, fails or defaults in respect of an obligation of the Supplier under the terms of the RFT, the Zoo may:
  - disqualify the Supplier from the RFT and/or from competing for any future procurement processes issued by the Zoo; and
  - require the Supplier to pay the Zoo the difference between its Bid and any other bid which the Zoo accepts, if the latter is for a greater amount and, in addition, to pay the Zoo any other cost which the Zoo may incur by reason of the Supplier's failure or default.
- .2 The Supplier shall be ineligible to submit a new bid for any procurement process that the Zoo is required to reissue as a result of the Supplier's failure or default under the Contract or where the Zoo deems that the Supplier has abandoned the Contract.

**3.9 Trade Agreements**

Suppliers should be aware that procurements falling within the scope of the Canadian Free Trade Agreement or other trade agreements applicable to the Zoo are subject to such agreements, but the rights and obligations of the parties will be governed by the specific terms of this RFT.

**3.10 No Guarantee of Volume of Work or Exclusivity of Contract**

The Zoo makes no guarantee of the value or volumes of work or orders to be assigned to the Successful Supplier. The Contract with the Successful Supplier will not be an exclusive contract for the provision of the described Deliverables. The Zoo may contract with others for the same as or similar Deliverables or may obtain such Deliverables or services internally.

**3.11 Bid Dispute Procedure**

Any dispute, complaint, or protest in respect of this RFT by a Supplier, including prior to and subsequent to the acceptance a Bid by the Zoo shall be addressed in accordance with the Zoo's Policies and By-laws.

**3.12 Supplier Code of Conduct**

Each Supplier shall comply with the Supplier Code of Conduct as set out in the Zoo's Policies and By-laws.

**3.13 Governing Law and Enforceability**

- .1 The terms and conditions of the RFT process are to be governed by and construed in accordance with the Zoo's Policies and By-laws, municipal requirements, the laws of the province of Ontario and the federal laws of Canada applicable therein.
- .2 If any provision of the RFT or its application to any party or circumstance is unenforceable, the provision shall be ineffective only to the extent of the unenforceability without: (i) invalidating the remaining provisions of the RFT; (ii) changing the fundamental nature of the obligations assumed by the parties; and (iii) affecting its application to other parties or circumstances.

**3.14 RFT Definitions and Interpretation**

**.1 Definitions**

Throughout this RFT, unless inconsistent with the subject matter or context, the following definitions shall apply other than in respect of Part 2 (FORM OF AGREEMENT).

**“Addenda” or “Addendum”** means a document containing additional information and/or changes to the RFT issued by the Zoo through the Zoo Electronic Tendering System prior to the Submission Deadline.

**“Bid”** means an offer submitted by a Supplier in response to the RFT, which includes all of the documentation necessary to satisfy the submission requirements of the RFT and **“Bids”** shall have a corresponding meaning;

**“Bid Materials”** has the meaning set out in Section 3.7 (Ownership of Bid Materials).

**“Bid Submission Form”** has the meaning set out in Section 1.9.2 (Bid Submission Form).

**“Bid Validity Period”** has the meaning set out in Section 1.12 (Bid Validity Period).

**“Board”** means the Board of Management of the Toronto Zoo.

**“City”** means the **City of Toronto**.

**“Contract”** means the terms and conditions set out in Part 2 (FORM OF AGREEMENT) to be executed by the Successful Supplier and the Zoo or incorporated into a purchase order, which sets out the terms and conditions for the Deliverables.

“**Deliverables**” means all goods and/or services to be provided by a Supplier as described in this RFT.

“**Joint Venture**” has the meaning set out in Section 3.4 (Joint Venture Bids).

“**MFIPPA**” means the Municipal Freedom of Information and Protection of Privacy Act, as amended, supplemented, re-enacted or replaced from time to time.

“**Person**” means any individual, partnership, limited partnership, firm, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator or other legal personal representative, governmental authority or entity however designated or constituted.

“**Procurement Contact**” has the meaning set out in Section 1.2 (Procurement Contact).

“**RFT**” means this RFT package in its entirety, including all documents listed in Section 1.3 (RFT Documents) and Addenda that may be issued by the Zoo.

“**Subconsultant**” means a Person undertaking the execution of a part of the Contract by virtue of an agreement with the Contractor.

“**Submission Deadline**” means the specified deadline for Bids to be submitted to the Zoo as indicated in the RFT timetable in Section 1.5 (RFT Timetable).

“**Successful Supplier**” means the Supplier that has been selected to enter into the Contract for the performance of the Contract.

“**Supplier**” means a Person, including, where applicable, a Joint Bid Team, that submits a Bid in response to this RFT and “**Suppliers**” shall have a corresponding meaning.

“**Supplier Code of Conduct**” means business ethical standards contained in the Zoo’s Policies and By-laws.

“**Working Day**” or “**Business Day**” means a day other than:

- a Saturday, Sunday, statutory holiday, or statutory vacation day that is observed by the Toronto Zoo; or
- a day identified by the Toronto Zoo as a designated or statutory holiday.

“**Zoo**” means the Toronto Zoo.

“**Zoo Electronic Tendering System**” has the meaning set out in Section 1.4 (Zoo Electronic Tendering System).

“**Zoo Materials**” has the meaning set out in Section 3.6 (Zoo Materials).

“**Zoo’s Policies and By-laws**” means those Policies and By-laws approved by the Board.

.2 **Interpretation of the RFT**

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- .1 Except where otherwise requested, all documents relating to the Bid and all communications between Suppliers and the Zoo will be in the English language.
- .2 Except where otherwise disclosed, all references to times in this RFT will mean local time in Toronto, Ontario, Canada.
- .3 The phrase “includes” “, include” or “including” means “includes, without limitation” or “including” or “include, without limitation”.
- .4 In the RFT, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- .5 Unless otherwise stated herein, all amounts in the RFT are in Canadian dollars, including any amounts provided in the Pricing Form.
- .6 In addition to the words defined in Section 13.14 (Definitions), the other words used in this RFT shall be interpreted consistent with the definitions contained in the Zoo's Policies and By-laws.