PART 4 – Form A 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. | |
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| 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: |  |
| Indicate if Supplier is a Joint Venture in accordance with Part 1 - Section 3.4 (Joint Venture Bids) |  |
| If the Supplier is a Joint Venture, please state the members: |  |

1. **Acknowledgment of Binding Procurement Process**

The Supplier:

* 1. acknowledges and agrees that the RFT process will be governed by the terms and conditions of the RFT and the City's Policies and By-laws;
  2. hereby confirms it has read and understand such terms and conditions;
  3. hereby confirms its compliance with such terms and conditions; and
  4. hereby confirms it has submitted a Bid Bond to the Procurement Contact in accordance with the requirements of Part 1 - Section 1.9.3 (Bid Bond)~~.~~

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).

1. **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.

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 The Supplier acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its Bid, the forfeiture of its Bid Bond, or its eligibility for future work.

1. **Addenda**

The Supplier acknowledges all Addenda issued by the 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).

1. **Zoo Policies**

The Supplier has read, understood and agrees to comply with the Zoo’s Policies and By-laws.

Without limiting the Supplier’s acknowledgement of the Policies and By-laws, the Supplier makes the following declarations and agrees to provide the 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 Zoo with ongoing disclosure, should the Supplier be awarded the Contract and any of the information declared below changes.

* 1. **Supplier Code of Conduct**

The Supplier declares that it has read and understands its obligations under the Supplier Code of Conduct and certifies that the Supplier and its proposed Subcontractors have not engaged in any conduct prohibited under the Supplier Code of Conduct and, if successful, will provide the Work in compliance with the Supplier Code of Conduct. The Supplier confirms that any disclosures in respect of the Supplier Code of Conduct are set out below.

* + 1. 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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* + 1. 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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* + 1. Conflicts of Interest or Unfair Advantage

Potential Conflicts of Interest and unfair advantages include:

engaging current or former 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 Zoo;

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;

prior involvement by the Supplier or Affiliated Persons in developing the technical specifications or other evaluation criteria for the RFT;

prior access to confidential 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

the Supplier or its Affiliated Persons are indebted to or engaged in ongoing or proposed litigation with the 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 Zoo within twenty-four (24) months prior to the Submission Deadline; and (b) disclose all pertinent details including whether such former 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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* + 1. Sanctions

If the Supplier declares or discloses that they, an Affiliated Person or if anyone who has an ownership interest in the supplier have been Sanctioned by the Federal Government of Canada, 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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* 1. **Declaration of Compliance with Anti-Harassment/Discrimination Policy**

Organizations/individuals in Ontario, including the City of Toronto, 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*. In addition, the Zoo also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under Zoo policy. Individuals are obliged to refrain from harassment/hate activity.

The Zoo requires all organizations and individuals that contract with the Zoo to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. By completing this Bid Submission Form, the Supplier declares as follows:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating City Division, in consultation with the City Solicitor, may result in the termination of the contract.

* 1. **Declaration of Compliance with the Relevant Fair Wage and Labour Trades Policy**

By completing this Bid Submission Form, the Supplier declares that the Supplier and its proposed Subcontractors agree to abide by the relevant [Fair Wage and Labour Trades Policy](http://www.toronto.ca/fairwage), as applicable.

* 1. **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 relevant [Accessible Customer Service Training Requirements](http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=aa2f637314522410VgnVCM10000071d60f89RCRD&vgnextfmt=default).

* 1. **Environmentally Responsible Procurement Statement**

The Supplier has read the relevant[Environmentally Responsible Procurement Policy](http://www1.toronto.ca/City%20Of%20Toronto/Purchasing%20and%20Materials%20Management/Selling%20to%20the%20City/Purchasing%20&%20Material%20Management/Policies-Legislation/environment_procurement.pdf)and makes the following statement:

Environmentally preferred products/services are being offered:

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

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

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* 1. **The** **Zoo’s Contractor Performance Evaluation**

The Zoo follows a Contractor Performance Evaluation procedure which provides guidance to Zoo staff on creating and maintaining an evaluative record of a Contractor's performance on Zoo projects for the purpose of Contract management and future purchasing decisions. Further information concerning the Zoo's Contractor Performance Procedure can be found on the relevant website at: <https://www.toronto.ca/business-economy/doing-business-with-the-city/follow-up-on-city-contracts/contractor-performance-evaluation-cpe-form/>

* 1. **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.

* 1. **Animal Well-Being**

The Zoo is committed to the highest standards for the overall well-being and welfare of animals in its care. The well-being of all wildlife is of the utmost priority throughout the organization and in all its operations. The Supplier acknowledges and agrees to make animal well-being a priority and show respect for all wildlife. The Supplier will not negatively impact the well-being of animals and shall meet the requirements of all applicable Zoo Policies and Legislation as well as all local, provincial, federal, and international laws and regulations relating to animal care and well-being.

If any actions, activities or behaviour of the Supplier, its officers, staff, contractors, or volunteers, is deemed to negatively impact the well-being of the animals at the Zoo, the Zoo shall have the right to cause actions to be put into effect for instances as follows:

* 1st offence – immediate cessation of activity (by warning, education and/or acknowledgement);
* 2nd offence – imposition of a fine of $10,000 (and removal of individual(s) from the premises and prohibiting future attendance at the Zoo in respect to the project); and
* 3rd offence – termination of the contract by written notice.