

Request for Tender (RFT)

RFT 2024-29: NDHC Fire Systems

Nipissing District Housing Corporation (NDHC)

Fire Systems – Testing, Inspection, Preventative Maintenance

Date issued:	<u>27-June-2024</u>
Question Deadline:	<u>05-July-2024</u>
Closing Date and Time:	<u>15-July-2024</u>



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PART 1 – INTRODUCTION

1.1 Purpose and Goal

This Request for Tender (RFT) is an invitation by the Nipissing District Housing Corporation (NDHC) to prospective Proponents to submit an Application and Quote for Preventative Maintenance, Testing and Inspections for various Fire Related Safety Equipment for various locations within the Nipissing District.

The Nipissing District Housing Corporation is requesting an application and quote for all labour, materials, transportation and equipment to perform required preventative maintenance, testing and inspections on fire related equipment such as but not limited to; fire hoses, standpipes, sprinkler systems, fire extinguishers, emergency lighting, fire alarms, heat, smoke detectors, emergency exit signs, etc. All testing, inspections and preventative maintenance will be performed and follow the terms and most current and latest edition to the Ontario Fire Code (OFC).

Testing, inspections, and preventative maintenance shall also follow the National Fire Protection Association (NFPA) as it relates to each specific piece of fire safety equipment.

Due to the nature of work, NDHC is limiting this Tender to organizations within 150km of North Bay, Ontario.

1.2 Organizational Background

The Nipissing District Housing Corporation (NDHC) manages over 896 rent-geared-to-income and market rental units within the District of Nipissing. Its mandate is to provide safe and affordable housing to those who need it the most, as well as support healthy, secure communities for its tenants. The District of Nipissing Social Services Administration Board (DNSSAB) is the Corporation's sole shareholder as well as the Service Manager. In this role, the DNSSAB provides the local housing corporation with sufficient funding to maintain the housing stock in good condition and make it available to eligible households. The District of Nipissing covers 17,000 square kilometers and is comprised of approximately 86,000 residents.

1.3 Laws of Ontario / Legislative Requirements

The Bidder shall comply with the laws of Ontario in the provision of equipment, products or services including but not limited to the Occupational Health and Safety Act, the Ontario Fire Code, Electrical Safety Authority and must comply with any legislation and regulations which may be applicable to the performance of the contract, including the Accessibility of Ontarians with Disabilities Act, 2005, S.O. 2005, c.11 (the "AODA") and with all applicable statutes, regulations, policies and guidelines, whether Federal, Provincial or Municipal when performing any part of the contract. If the Vendor is in breach of an Ontario statute, NDHC may terminate the Agreement, in whole or in part without incurring liability for any costs, fees, charges or surcharges of any kind whatsoever.

All work shall be completed in accordance with current Ministry of Labour, Ontario Building Code, Ontario Fire Code, Occupational Health & Safety Act, NFPA standards and regulations and all other applicable regulatory governing bodies. Deviances from the standard must be noted to the NDHC, whereby such solutions are to commence only after NDHC's approval.

1.4 General Acceptance

Submission of a Tender indicates acceptance by the respondent of all the conditions contained in this RFT, including [Appendix I – Terms & Conditions of RFT](#), unless clearly and specifically noted in the Application submitted and further confirmed in the formal Contract between the NDHC and the Proponent.

Tenders are subject to a formal Contract being negotiated, prepared and executed. The NDHC reserves the right to negotiate the terms and conditions of the Contract.

1.5 RFT Contact

For the purposes of this procurement process, the Procurement Representative shall be:

Chris Cairns, MBA
Procurement Representative
Contract and Purchasing Specialist
District of Nipissing Social Services Administration Board
Email: dnssab.contracts@dnssab.ca

1.6 No Guarantee of Volume of Work or Exclusivity of Contract

The NDHC makes no representation, warranty, or guarantee regarding the accuracy of the information contained in this RFT. The Proponent is responsible for obtaining all the information necessary to prepare a Tender.

The NDHC makes no guarantee as to the value or the volume of the Scope/Deliverables. Nothing in the RFT is intended to relieve the Proponent from forming their own opinions and conclusions concerning the matters addressed in this RFT.

Any future contract entered with the selected Proponent will be non-exclusive as NDHC will retain the right to hire another, or take the work internally, if it so needed to, without penalty or liability to the successful proponent.

1.7 Canadian Free Trade Agreement (CFTA)

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFT. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>

1.8 Follow Instructions

Proponents should structure their Application and Tender in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a Tender should reference the appropriate sections, section numbers and titles within this RFT.

PART 2 – PROJECT OVERVIEW

2.1 Introduction & Appendices

The Nipissing District Housing Corporation is requesting a Tender for all labour, materials, transportation and equipment to complete Preventative Maintenance, Testing and Inspections for Various Fire Related Safety Equipment for Various Locations within the Nipissing District.

NDHC is asking proponents to take note of the Appendices included in this document, including:

- a) [Appendix A – List of NDHC Buildings and Map of District](#)
- b) [Appendix B – Detailed Scope of Work](#)
- c) [Appendix C – Fire Tables](#)
- d) [Appendix D – Fire Schematic Drawings for Buildings](#)
- e) [Appendix E – Fire Related Equipment for Buildings](#)
- f) [Appendix F – Application Submission: Mandatory Requirements, Experience & Schedule Submission](#)
- g) [Appendix G – Pricing Form](#)
- h) [Appendix H – Reference Form](#)
- i) [Appendix I – RFT Terms and Conditions](#)

2.2 General Scope of Work

The scope of work will include the Inspections, Testing and Maintenance on fire related equipment for various buildings, in various locations for the Nipissing District Housing Corporation.

The work will also include the recording of serial numbers (for fire extinguishers) and their locations in the buildings. Work will include water testing on standpipes and testing, inspections and maintenance on other fire related equipment such as, but not limited to, fire hoses, stand pipes, extinguishers, sprinkler systems, voice communications systems, fire alarm systems and their components, smoke and heat detectors.

Inspections, testing and maintenance will follow the latest edition to the Ontario Fire Code (OFC).

Sample tables for the required inspections, testing and maintenance have been provided for the Proponent in [Appendix C](#). These are sample tables only and may be missing the most current requirements for testing; for inspections and maintenance please refer to the latest edition of the OFC.

Sprinkler Systems, Standpipes and Fire Hoses will follow the National Fire Protection Association (NFPA) 25 and 1962 standards and OFC 6.4; Fire Extinguishers will follow NFPA 10 standards and OFC 6.2; Fire Alarm Systems will follow CAN/ULC-S536/04 and OFC 6.3.; Kitchen Suppression Systems will follow CAN/ULC-1254, 300, NFPA 96 Standards and OFC 6.4. Smoke and Heat detectors will follow the Ontario Fire Code.

Each building listed in this RFT is to be visited once every month. The successful Proponent shall also be capable of providing twenty-four (24) hour emergency service when required by a Nipissing District Housing Corporation Supervisor/Manager or an appointed delegate.

Any deficiencies found, parts needing replacements, or hazards that arise should be reported to NDHC immediately. A supporting picture of the hazard or deficiency will assist NDHC in identifying the item on which you are reporting.

**There is no storage space available on any site for your tools or equipment.



The Successful Proponent will provide NDHC with a set schedule for all monthly, quarterly, semi-annual, and annual work required on the fire related equipment listed in this RFQ for each building.

This schedule will be shared with the NDHC staff/custodians or commercial tenants.

If the set schedule cannot be followed and causes the equipment to go beyond their service date (date signed off on the tag), NDHC will retain the services of another qualified contractor to complete the work, in order to be in compliance with code regulations, and charge the contractor the cost to do so.

Any future building(s) coming under the management of Nipissing District Housing Corporation (NDHC) and/or District of Nipissing Social Services Administration Board (DNSSAB) may be added to this agreement by mutual agreement and contract addendum. As such the contract amount will be adjusted to add the new building.

Should NDHC and/or DNSSAB sell one of the buildings listed in this RFT it is understood that the building sold will be removed from the contract agreement and NDHC/DNSSAB will no longer be responsible for maintaining any of the fire related equipment to that building sold to another legal entity. As such the contract amount will be adjusted to remove the building sold.

Please review [Appendix B](#) for a more detailed scope of work, equipment specifics and definitions.

2.3 Insurance Requirements

The Nipissing District Housing Corporation requires the Bidder to have General Liability Insurance of a minimum of \$5,000,000.00 dollars and shall include the Nipissing District Housing Corporation as an additional insured. Bidders should review the requirement with their insurance provider to ensure the requirement can be met before submitting their bid. It is the responsibility of the Bidder that they maintain and provide current insurance certificates for the duration of the contract. Failure to provide this documentation can lead to termination of the contract.

Should the Bidder subcontract all or a portion of the contract to a subcontractor, then the Bidder will provide a copy of the subcontractor's insurance and ensure that the requirements mentioned above for the insurance amount are followed.

The Successful Bidder shall not commence work until such time as the proof of insurance has been filed and approved by the NDHC.

The Nipissing District Housing Corporation cannot issue any contract for this RFT until the above documentation has been received.

2.4 Workplace Safety Insurance Board (WSIB)

The Bidder will provide NDHC with a current Clearance Certificate from the Workplace Safety & Insurance Board. It is the responsibility of the Bidder that they maintain and provide current WSIB clearance certificates for the duration of the contract. Failure to provide this documentation can lead to termination of the contract.

Should the Bidder subcontract all or a portion of the contract to a subcontractor, then the Bidder will provide a copy of the subcontractor's current WSIB Clearance Certificate to NDHC and ensure it is up to date for the duration of the contract.

The Nipissing District Housing Corporation cannot issue any contract for this RFT, until the above documentation has been received.



2.5 Certification and Licenses

Prior to beginning any work on site, the Contractor must provide the certifications/licenses of all personnel that will work on the fire related equipment in this RFT. If you have multiple employees with different certifications, you will be required to provide NDHC with each certification for each related piece of fire equipment that person is qualified to work on. Not all personnel will have blanket certification that will allow them to work on a sprinkler system and a fire alarm system.

PART 3 – EVALUATION OF TENDERS

3.1 Timetable

The RFT timetable is set forth to establish submission and response timelines. The NDHC reserves the right to change the timetable at any time.

ITEM	DATE	TIME
Issue Date	27-June-2024	4:00pm
Deadline for Questions	05-July-2024	1:00pm
Deadline for Issuing Addenda	08-July-2024	4:00pm
Closing Date	15-July-2024	1:00pm
Evaluation Period	15-July to 19-July 2024	N/A
Contract Signing	22 July to 31-July 2024	N/A

3.2 Timeline Submission Instructions

Tenders received into dnsab.contracts@dnsab.ca at or after 1:01 p.m. on the closing date will not be accepted. Proponents are cautioned that the timing of their submission is based on when the Tender is received rather than when a Proponent submits it, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

3.3 No Incorporation by Reference

The entire content of the Proponent’s RFT must be submitted in a fixed form and the order and manner requested. The content of websites or references to external documents and links will not be considered part of the RFT.

3.4 Confirmation of Submission



The Procurement Representative will send a confirmation e-mail within 24 hours to the Proponent advising the Tender was submitted successfully. If a Proponent does not receive a confirmation e-mail, they should contact the Procurement Representative within 48 hours of RFT deadline. The Proponent assumes full responsibility for receipt of the RFT by the deadline.

3.5 Amendment of Tenders

Proponents may amend their Tenders prior to the Submission Deadline by submitting the amendment in electronic format, by e-mail to the NDHC Procurement Representative. The submission must clearly indicate the RFT title and number and full legal name of the Proponent. Any amendment should clearly indicate which part of the RFT the amendment is intended to affect.

3.6 Withdrawal of Tenders

At any time throughout the RFT process, a Proponent may withdraw a submitted Tender. To affect a withdrawal, a notice of withdrawal must be sent to the NDHC Procurement Representative and must be signed by an authorized representative. NDHC is under no obligation to return withdrawn Tenders.

3.7 Questions

Proponents should promptly examine all of the documents comprising this RFT and may direct questions or seek additional information by e-mailing the Procurement Representative at dnssab.contracts@dnssab.com on or before the Deadline for Questions. Under no circumstance is a Proponent to direct questions or request additional information from anyone other than the Procurement Representative. NDHC is not obligated to respond to questions and/or provide additional information, however best efforts will be made to respond, and such responses shall be made public and available to all Proponents as an Addendum.

3.8 Addenda

NDHC may issue Addenda during the procurement process until the deadline for issuing Addenda has passed. Proponents are responsible for obtaining all Addenda issued by NDHC through either www.dnssab.ca or through www.bidsandtenders.com. If Addenda is issued after the deadline date, the closing date will be adjusted accordingly.

3.9 Stages of Tender Evaluation

The NDHC will conduct the evaluation of Tenders and selection of the most qualified Proponent in the following three stages described in further detail below:

- (a) Stage 1 – Mandatory Requirements
- (b) Stage 2 – Experience & Schedule Review Submission Forms
- (c) Stage 3 – Evaluation of Pricing
- (d) Stage 4 – References
- (e) Stage 5 – Selection and Final Negotiation

Stage 1 - Mandatory Requirements

Stage 1 will consist of a review to determine which Tenders comply with all of the mandatory requirements. Tenders failing to satisfy the mandatory requirements will be excluded from further consideration. Tenders satisfying the mandatory requirements will proceed to Stage 2.



Mandatory Requirements are entirely based on submission of the Mandatory Submission Form(s), which are located in [Appendix F](#). Other than inserting the information requested on the mandatory submission forms set out in this RFT, a Proponent may not make any changes to any of the forms.

Stage 2 – Experience Submission Form / Schedule Review Submission Form

For Stage 2, each Proponent must complete an Experience Submission Form and a Schedule Review Submission Form. Further detail can be found in [Appendix F](#). Please submit brief answers to the questions outlined in the Experience and Schedule Review Submission Forms.

Stage 3 – Evaluation of Pricing

For Stage 3, each Proponent must complete the Pricing Form located in [Appendix G](#) and include it with their financial submission. The Pricing Form must be completed according to the instructions contained in the form. Fees must be provided in Canadian dollars, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST.

Stage 4 - References

Each Proponent must complete the Reference Form located in [Appendix H](#) and include it with its submitted RFT. Reference follow-up may be conducted with all shortlisted Proponents.

Other Mandatory Requirements

Each RFT must:

- a) Be in English
- b) Be for the entire Scope of Work as described in [Appendix B](#) of this RFT. Incomplete Tenders or Tenders for only part of the Scope of Work will be disqualified.

Evaluation and Pricing

Stages 1-2 will consist of a scoring by NDHC of each qualified RFT on the basis of a **(pass/fail)** and the pricing ranked in accordance with [Appendix G](#).

3.10 Tenders to be submitted in Prescribed Manner

Proponents should submit one (1) signed original and one (1) back-up copy for each of the Mandatory Requirements Form (including Experience Review and Schedule Review) and for the Financial Proposal, in separate files for each. Tenders to be submitted to dnssab.contracts@dnssab.ca.

- a) The Mandatory Requirements submission, Experience submission and Schedule Review (Application) submission should be saved to a MS Word or .PDF file, indicating the Proponents name and address, and saved as: **“2024-29 NDHC Fire Systems Application Form <insert organization name>”**. Please reference [Appendix F](#).
- b) The Financial Proposal (Financial) should be submitted as a separate file saved to a MS Word or .PDF or EXCEL file, indicating the Proponent’s name and address, and saved as: **“2024-29 NDHC Fire Systems Financial Submission <insert organization name>”**. Please reference [Appendix G](#).



3.12 Selection and Final Negotiation

Once the RFT's submitted have been evaluated as per Stages 1 through 4, the successful Proponent may be selected to enter into direct negotiations.

During the negotiation, NDHC may provide the successful Proponent with any additional information and may seek further information and Tender improvements. During the negotiation period, the successful Proponent may be invited to revise its initial RFT and submit its Best and Final Offer (BAFO) to the NDHC.

End of Part 3



APPENDIX A – NDHC PROPERTIES / MAP OF NIPISSING DISTRICT

Locations and Property Description

24 Grande Allee, Field, ON. This is a one (1) storey apartment building consisting of twelve (12) residential units, a common room, laundry room and service rooms.

70 Principal Street East, Verner, ON. This is a one (1) storey apartment building consisting of fifteen (15) residential units. There is a common room, kitchen, laundry room and service rooms.

145 Holditch Street, Sturgeon Falls, ON. This is a 2-storey high rise apartment building consisting of 58 residential units. There is a common room, laundry rooms, kitchen, and service rooms.

19 William Street, Sturgeon Falls, ON. This is a 2-storey high rise apartment building consisting of 20 residential units. There is a common room, kitchen, laundry rooms and service rooms.

445 Poplar Street, Mattawa, ON. This is a 2-storey apartment building consisting of 16 residential units, common room, kitchen, laundry rooms and service rooms.

465 Poplar Street, Mattawa, ON. This is a 1 storey senior building consisting of 10 residential units, common room, and a laundry room: kitchen and service rooms.

135 Worthington St. West, North Bay, ON. This is an 11-storey high rise apartment building consisting of 106 residential units **and a commercial space** rent to the Golden Age Club. The Golden Age Club is in a separate attached section of the building located on the west side of the building. There is a common room, laundry room, kitchen, and service rooms.

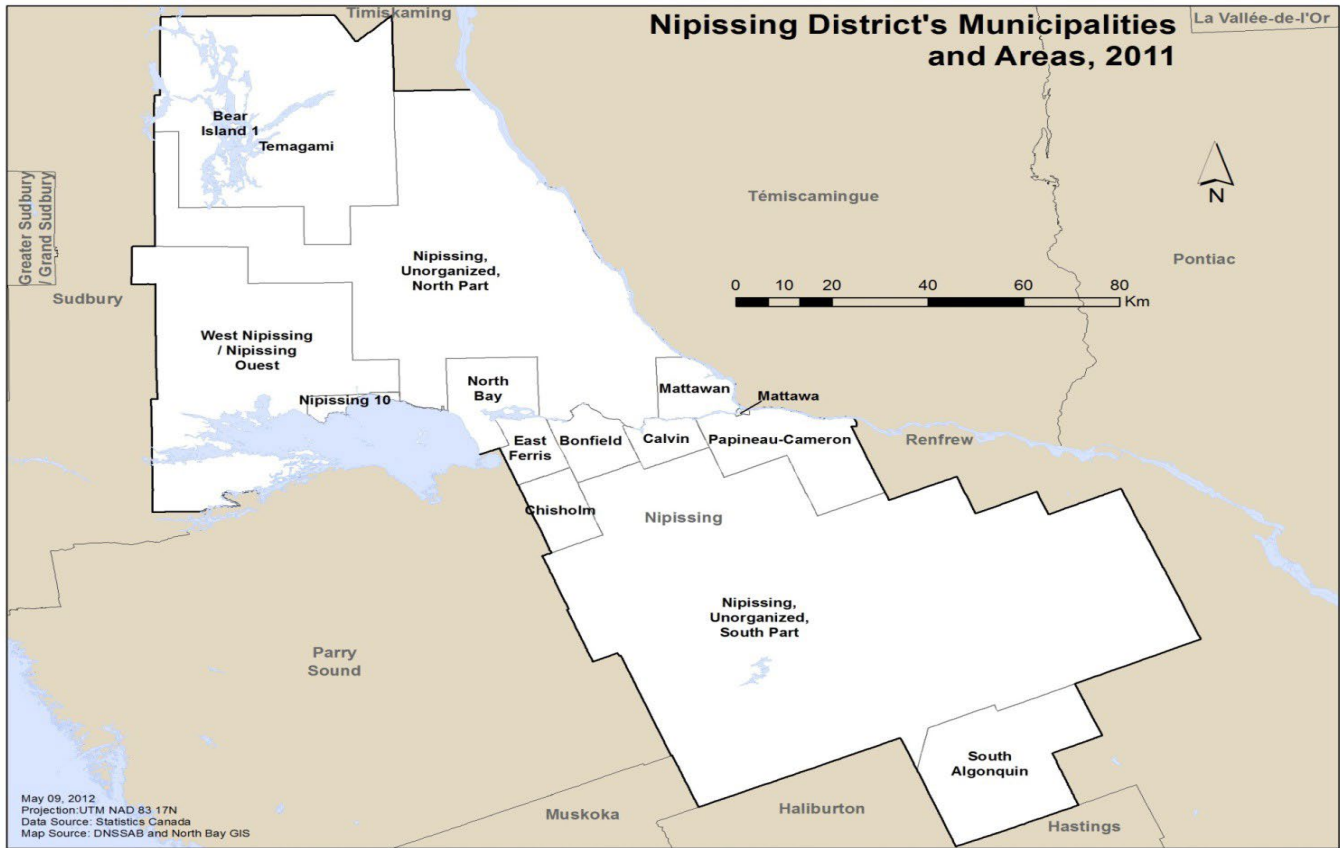
365 Lakeshore Drive, North Bay, ON. This is an 8-storey high rise apartment building consisting of 134 residential units. There is a common room, scooter room, laundry room, kitchen, and service rooms.

111 Carruthers Street, North Bay, ON. This is a complex made up of row townhouses with residential units that has a community centre building located in the middle of the complex. This building houses 3 fire extinguishers and this is why it is listed in this RFQ.

545 McNamara Street, North Bay, ON. This is a complex made up of row townhouses with residential units that has an office building/storage shed that is in the middle of the complex. This building houses 1 fire extinguisher and this is why it is listed in this RFQ.



Map – Nipissing District:



APPENDIX B – Detailed Scope of Work

4.1 Definitions

RFT: Means this Request for Tender package in its entirety, which includes all sections, appendices, schedules, and attachments as included in this document and any addenda that may be issued by The Nipissing District Housing Corporation.

Agreement/Contract: Means any written contract between The Nipissing District Housing Corporation and a Successful Proponent / Bidder with respect to the equipment or products contemplated by the RFQ, and shall be deemed to include the terms and conditions for the provision of such, as set out in the RFQ.

NDHC: Means the Nipissing District Housing Corporation.

DNSSAB: Means the District of Nipissing Social Services Administration Board

Proponent / Bidder: Means a legal entity, being a person, partnership, firm or corporation that submits a bid in response to this formal RFQ.

Bid: Means an offer submitted by a Proponent / Bidder in response to this formal RFQ which includes all documents necessary to satisfy the submission requirements of the RFQ.

Preferred Proponent / Bidder: Means the Bidder whose Bid, as determined through evaluation analysis described in the RFQ, provides the best overall value in meeting the NDHC's requirements, and may be recommended for award.

Successful Proponent /Bidder: Means the Successful Entity with whom NDHC enters into an Agreement.

Must/shall/will: used in the RFQ denote imperative (mandatory). Bids not satisfying imperative (mandatory) requirements will be deemed to be non-compliant and will not be considered for a contract award.

May/should: Used in this RFQ denote permissive (not mandatory).

FIPPA: Means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990.

AODA: Means Accessibility for Ontarians with Disabilities Act 2005

Evaluation Committee: Means relevant representation of NDHC and such other persons as may be selected by NDHC to evaluate the Bids.

Site Authority/Designated Official: Means NDHC's designate specified with authority pertaining to the provision of equipment or products or information contained in this RFQ.

OBC: Ontario Building Code

NFPA: National Fire Protection Association. The NFPA publishes more than 300 consensus codes and standards intended to minimize the possibility and effects of fire and other risks.

OFC: Ontario Fire Code

CFPS: Certified Fire Protection Specialist

CFAA: Certified Fire Alarm Association



CAN/ULC: Canadian Underwriters Laboratories of Canada. The U.L.C, are the standards develops and publishes standards and inspections for products having a bearing on fire, life and safety.

4.2 Fire Alarm Panels: All tests for the fire alarm panels shall be operated through to the Fire Department / Answering Service. The means of transmitting an alarm from the building to the Fire Department is not included in this Contract. Fire alarm panel information on each building can be found in [Appendix A](#). Fire Alarm testing checks and inspections will comprise of all components that the Ontario Fire Code deems to be required as part of the fire alarm panels. Any parts that need repair or replacement will be considered an extra to the contract. Testing and inspections will follow CAN/ULC-S536/04.

4.3 Emergency Lighting Systems: Any battery replacement or an actual emergency light that needs replacing will be an extra to the contract.

4.4 Smoke Detectors and Heat Detectors: The Proponent will be responsible for the inspections, testing and maintenance on the smoke and heat detectors located in the common areas of the residential building(s) such as but not limited to: hallways, laundry rooms, common rooms, garbage rooms, janitorial rooms, mechanical rooms, custodial offices, and elevator rooms etc. for the residential buildings.

The commercial buildings the Proponent will be responsible for include all the smoke and heat detectors for the complete building. Any replacement of a smoke or heat detector will be an extra to the contract. Any smoke or heat detector replaced must be reported and exact location of the replacement given in the monthly report.

4.5 Fire Extinguishers: Fire extinguishers that require a dump, recharge, or need to have a performed hydrostatic testing a separate price sheet has been provided for the Bidder to provide NDHC with these additional costs (see Price Schedule # 3). Fire Extinguishers requiring these services will be in addition to the monthly charge and charged at the rate the Bidder has provided in Price Schedule # 3. A written report on completion of the work is mandatory. Testing and inspections will follow NFPA 10 and the Ontario Fire Code 6.2

The Proponent must supply temporary extinguishers until work is completed on the extinguisher that is having work performed to it and which was removed from service.

At no time will any of the buildings be allowed to be short a fire extinguisher.

Contractors will sign and date the tag on the fire extinguishers as per Fire Code regulations.

The Contractor will perform Monthly and yearly checks if awarded the contract.

Building custodians **will not have** signing authority to perform such checks or sign off on any inspections. It will be the responsibility of the Proponent to ensure that the tags on the extinguishers have been signed off by their representative. Any fines or penalties resulting from the failure of a signature on a tag will be the responsibility of the Proponent to pay.

Failure of the required signature that may result in a return trip to the building, for a signature will be at no extra cost to NDHC.

If a fire extinguisher needs to be replaced, the make model and serial number and location of the replacement must be recorded in the report to NDHC.

4.6 Standpipe and Hose: For 145 Holditch Street in Sturgeon Falls, 365 Lakeshore Drive and 135 Worthington Street West in North Bay the standpipe and hose is a Class III Hose Cabinet. The checks, testing and inspections shall cover all components of the standpipe and hose such as but not limited to : alarm devices, supervisory devices, supervisory signal devices, pressure-regulating devices, hose



connections, hose nozzles, control handles, etc. or any other component considered as part of the standpipe and hose checks under the Ontario Fire Code.

Any parts in need of replacements or repairs will be considered an extra to the contract.

- 4.7 Fire Hoses:** For this RFQ fire Hoses at 365 Lakeshore Drive and 135 Worthington St. West in North Bay as well as 145 Holditch St. in Sturgeon Falls were replaced in the year 2020. Fire hoses are to be inspected annually to ensure they are ready to work in case of an emergency. The fire hoses will be physically inspected by removing them from the rack and unrolling them and when re-folded or rolled on the rack it shall not lie on the same creases as before. The fire hoses will be tested every three (3) years, with the first time being 5 years after the manufacturing date.

The successful Proponent will provide NDHC with the manufacturing date of the fire hoses at the three buildings mentioned above. Fire Hoses will follow NFPA 1962.

- 4.8 Sprinkler Systems:** The buildings that have sprinkler systems can be found in [Appendix C](#). Sprinkler systems for all buildings are a wet sprinkler system.

For 465 Poplar, 445 Poplar Street in Mattawa, 24 Grande Allee in Field, 70 Principal Street in Verner 145 Holditch Street and 19 William Street in Sturgeon Falls, 365 Lakeshore and 135 Worthington St. in North Bay all have a limited wet area sprinkler system.

The sprinkler system checks, testing, and inspections shall cover all components of the sprinkler systems such as but not limited to: supervisory valves, mechanical water flow alarm devices, fire department connections, gaskets, sprinklers etc. or any other component considered a part of the sprinkler system as per the Ontario Fire Code. Any parts in need of replacement or repairs will be considered an extra to the contract.

- 4.9 Fire Logbook:** The checks required by the Fire Logbook include, but may not be limited to the following:

Monthly: Emergency Lighting Systems, Sprinkler Alarm System Test, Fire Alarm System and Components, Voice Communication Systems, Fire Extinguishers, Fire Hoses, and any other piece of fire related equipment that by regulation must be inspected and recorded monthly.

Every Two Months: Sprinkler Water Flow Devices and any other piece of fire related equipment that by regulation must be inspected and recorded every two months.

Six Months: System Supervisory Devices, Kitchen suppression systems and any other fire related device that by regulation must be inspected and recorded every six months.

Annually: Emergency lighting, fire alarm test, standpipe booster pump run test, fire extinguishers, fire hose connections, kitchen suppression systems and any other fire related device that by regulation must be inspected and recorded annually.

The Proponent is responsible to ensure all checks for the Fire Logbook have been documented and all fire related equipment that must be recorded in the fire logbook to follow the most current edition of the Ontario Fire Code have been logged and dated.

It is the responsibility of the Proponent to ensure that their representative has signed off and recorded the dates that the checks were completed. Failure of the required signature may result in a return trip to the building, for a signature at no extra cost to NDHC.

- 4.10 Emergency Services:** In cases of equipment failure constituting an emergency or a situation that may contravene the OFC or leaves the building in precarious situation of not having the availability of equipment required by the



OFC will be deemed an emergency. The Contractor will immediately report this finding to corp.assets@dnssab.ca or call NDHC head office at 705-472-2441.

- 4.11 Repairs and Replacements:** Any repair or replacement parts or modifications not considered an emergency shall have the written approval from the Corporate Asset Supervisor / Manager or appointed delegate.

In keeping with NDHC/DNSSAB Purchasing Policy, NDHC reserves the right to further request multiple quotes on any costly component associated with any of the fire related equipment.

- 4.12 Reports and Invoices:** A separate report for each building must be submitted monthly with your one monthly invoice.

NDHC will need the reports separated in case the fire department wants to view one building only.

The report shall indicate the date of service, location(s)/buildings and conditions found or recommendations. If a comment is written or materials listed, Proponent must leave an explanation of comments, and/or any action taken at the time of the report.

Example: "Emergency battery needed." Proponent must provide the location (such as the laundry room) of where the emergency battery is needed, was the equipment replaced at the time of the report, and/or the approximate cost to replace the equipment.

All fire-related equipment needing replacement will be replaced in a timely manner. If a quote or price is not given within 14 days, NDHC reserves the right to obtain a quote elsewhere and to retain the services of another qualified technician/person to do the replacement.

Failure to hand in the report with Proponent invoice will delay the processing of the invoice. Invoices and reports should be sent to NDHC no later than 15 days into the following month.



Appendix C – Fire Tables

Sample Tables for Fire Related Equipment Checks

CHECK, TEST, INSPECT REQUIREMENTS OF THE ONTARIO FIRE CODE

CHECK - Means *visual* observation to ensure the device or system is in place and is not obviously damaged or obstructed.

TEST - Means *operation* of device or system to ensure that it will perform in accordance with its intended operation or function.

INSPECT - Means *physical* examination to determine that the device or system will apparently perform in accordance with its intended function.

A record of all tests and corrective measures as required by the Ontario Fire Code will be retained for period of two years after they are made.

Frequency Intervals	Function	O.F.C. Reference
	<u>PORTABLE EXTINGUISHERS</u>	
Annually	Maintenance and testing of portable extinguishers shall be in conformance with NFPA 10, "Portable Fire Extinguishers". ** Portable extinguishers must be serviced by a qualified technician in accordance with NFPA 10. **	6.2.7.1.
Monthly	Portable extinguishers shall be inspected monthly. ** A record of this inspection shall be recorded on the tag located on the portable extinguisher or in a maintenance log book. **	6.2.7.2.
	<u>FIRE ALARM SYSTEM</u>	
Annually	A fire alarm system, with or without voice communication capability, shall be inspected and tested in conformance with CAN/ULC-S536, "Inspection and Testing of Fire Alarm Systems". ** The fire alarm system must be inspected and tested by a qualified technician. A copy of the inspection certificate must be submitted to the fire department. **	6.3.2.2.
Daily	The central alarm and control facility shall be checked daily for indication of trouble in the system.	6.3.2.3.
Annually	Voice communication systems	
Monthly	Voice communication systems that are not integrated with a fire alarm system shall be tested monthly in compliance with Sentences (2) and (3) ** Voice communication systems are not required to be tested in conformance with Sentences (1) and (2) where the systems are regularly used as part of a paging system. **	6.3.2.5.(1)
Monthly	Loudspeakers described in Sentence (1) shall be tested monthly as an all-call signal to ensure they function as intended.	6.3.2.5.(2)
Monthly	Communication from at least one remote firefighter emergency telephone location to the control unit shall be tested monthly on a rotational basis so that communication from all remote firefighter emergency telephone locations are tested at least once per year.	6.3.2.5.(3)



<u>STANDPIPE AND HOSE SYSTEMS</u>		
Annually	Except when in use or being inspected in accordance with Sentence (2), fire department connections shall be equipped with plugs or caps that are secured wrench tight.	6.4.1.3.(1)
	Plugs or caps shall be removed annually and the fire department connections inspected for wear, rust or obstruction and corrective action shall be taken as needed.	6.4.1.3.(2)
	If plugs or caps are missing, the fire department connections shall be examined for obstructions, back flushed when conditions warrant and the plugs or caps replaced.	6.4.1.3.(3)
Monthly	Hose stations shall be inspected monthly to ensure that the hose is in proper position and that all of the equipment is in place and in operable condition.	6.4.2.1.
Annually	Hose valves shall be inspected annually to ensure that they are tight so that there is no water leakage into the hose.	6.4.2.4.
Annually	Standpipe hose shall be inspected and re-racked annually and after use, and any worn hose or gaskets in the couplings at the hose valves and at the nozzle replaced.	6.4.2.5.(1)
	When hose is re-racked as required in Sentence (1), it shall be done so that any folds will not occur at the same places.	6.4.2.5.(2)
Every 5 Years	Standpipe system piping which normally remains dry shall be tested in conformance with Article 6.4.3.2. at intervals of not more than 5 years.	6.4.3.6.

<u>SPRINKLER SYSTEMS</u>		
Weekly	Valves, except for electrically supervised valves, controlling water supplies to sprinklers and alarm connections shall be checked weekly to ensure that they are in the open position.	6.5.3.1.
Annually	Exposed sprinkler piping hangers shall be checked yearly to ensure that they are kept in good repair.	6.5.3.2.
Weekly	Water supply pressure and system air or water pressure shall be checked weekly by using gauges to ensure that the system is maintained at the required operating pressure.	6.5.3.3.
As Needed	Dry-pipe valve rooms or enclosures in unheated buildings shall be checked as often as necessary when the outside temperature falls below 0°C to ensure that the system does not freeze.	6.5.3.4.
Annually	Sprinkler heads shall be checked at least once per year to ensure that they are free from damage, corrosion, grease, dust, paint or whitewash.	6.5.3.5.
As Needed	Auxiliary drains shall be inspected to prevent freezing.	6.5.4.1.



Every 15 Years	Dry-pipe systems shall be inspected every 15 years for obstructions in the sprinkler piping and, if necessary, the entire system flushed of foreign material.	6.5.4.2.
Every 3 Months	The priming water for dry-pipe systems shall be inspected at least every three months to ensure that the proper level above the dry-pipe valve is maintained.	6.5.4.3.
Annually	Except when in use or being inspected in accordance with Sentence (2), fire department connections shall be equipped with plugs or caps that are secured wrench tight.	6.5.4.4.(1)
	Plugs or caps shall be removed annually and the fire department connections inspected for wear, rust or obstruction and corrective action shall be taken as needed.	6.5.4.4.(2)
	If plugs or caps are missing, the fire department connections shall be examined for obstructions, back flushed when conditions warrant and the plugs or caps replaced.	6.5.4.4.(3)
Monthly	Except as provided in Article 6.5.5.7., the alarm on all sprinkler systems shall be tested monthly by flowing water through the test connection located at the sprinkler valve.	6.5.5.2.(1)
	An alarm line subject to freezing shall be cleared of all obstructions susceptible to freezing after the test specified in Sentence (1).	6.5.5.2.(2)
Annually	Waterflow alarm tests using the most hydraulically remote test connection shall be performed annually on wet sprinkler systems.	6.5.5.3.
Annually	Dry-pipe valves shall be trip tested by means of the inspector's test valve in accordance with Sentences (2) and (3) to ensure that they operate satisfactorily and that the sprinkler alarms are in operating condition.	6.5.5.(1)
	Dry-pipe valves shall be trip tested annually.	6.5.5.4.(2)
	During the test referred to in Sentence (2), the control valve is not required to be in the fully open position.	6.5.5.4.(3)
Every 3 Years	Dry-pipe valves shall be trip tested at least once every 3 years with the control valve fully open.	6.5.5.4.(4)
	The trip time for the tests described in Sentences (2) and (4) may exceed the acceptance trip time by not more than 10 per cent.	6.5.5.4.(5)
Annually	Sprinkler system water supply pressure shall be tested annually with the main drain valve fully open to ensure that there are no obstructions or deterioration of the main water supply.	6.5.5.5.
	The test prescribed in Article 6.5.5.5. shall be conducted after any sprinkler system control valve has been operated.	6.5.5.6.
Every 2 Months	Where an electrical supervisory signal service is provided for a sprinkler system, it shall be tested by operating the supervisory signal devices in conformance with Sentence (2)	6.5.5.7.(1)
	Transmitters and waterflow actuated devices shall be tested every 2 months.	6.5.5.7.(2)



Every 6 Months	Where an electrical supervisory signal service is provided for a sprinkler system, it shall be tested by operating the supervisory signal devices in conformance with Sentence (3) Valve supervisory switches, tank water level devices, building and tank water temperature supervisory devices and other sprinkler system supervisory devices shall be tested at least every 6 months.	6.5.5.7.(1) 6.5.5.7.(3)
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<u>WATER SUPPLIES FOR FIRE PROTECTION</u>		
Weekly	Valves controlling water supplies used exclusively for fire protection systems shall be inspected weekly to ensure that they are wide open and are sealed or locked in that position.	6.6.1.2.
As Needed	Water supply systems used for fire protection shall be kept free of ice accumulations that may interfere with flow.	6.6.1.3.
Annually	An annual inspection shall be made of tanks for fire protection, tank supporting structures and water supply systems including piping, control valves, check valves, heating systems, mercury gauges and expansion joints to ensure that they are in operating condition.	6.6.2.1.
Daily	Tank heating equipment and accessories shall be checked daily during freezing weather to ensure that they are in operating condition and that heater valves are open.	6.6.2.2.
Daily	A daily check of the temperature of the water contained in tanks shall be carried out during freezing weather to ensure that it does not fall below the freezing temperature.	6.6.2.3.
Daily	A daily check of the temperature of the tank enclosure for tanks in buildings shall be carried out during freezing weather to ensure that the temperature of the tank enclosure does not fall below 0°C.	6.6.2.4.
Every 2 Years	Steel and iron work including the inside and outside of steel tanks and hoops and grillages for wooden tanks shall be checked for corrosion at intervals not exceeding 2 years and scraped and repainted as required.	6.6.2.5.
Every 2 Years	Tanks, other than tanks supplied by a potable water supply, shall be inspected for accumulations of sediment at least every 2 years and cleaned as required.	6.6.2.6.(1)
Every 5 Years	Tanks supplied by a potable water supply shall be inspected every 5 years and scraped and repainted as required.	6.6.2.6.(2)
Annually	Where cathodic protection equipment is installed to prevent corrosion of steel tanks, the equipment shall be inspected annually.	6.6.2.7.
Monthly	The water level in gravity tanks shall be inspected monthly.	6.6.2.8.
Annually	Gravity tanks shall be inspected annually to ensure that the tank roof is tight and in good repair, that hatches or doors are kept closed and properly secured and that the frostproof casing of the tank riser makes a tight joint with the bottom of the tank.	6.6.2.9.



Weekly	Pressure tanks shall be checked weekly during which the water level shall be observed and the air pressure shall be read.	6.6.2.12.(1)
	Corrective action shall be taken immediately if the observed water level or air pressure are outside the designed operating range for the tank.	6.6.2.12.(2)
Weekly	Relief valves on the air and water supply lines of pressure tanks shall be inspected weekly.	6.6.2.13.
Weekly	The water level in the fire pump reservoir shall be checked weekly.	6.6.3.1.
Daily	The temperature of pump rooms shall be checked daily during freezing weather.	6.6.3.2.
Weekly	Fire pumps shall be operated at least once per week at rated speed.	6.6.3.3.(1)
	The fire pump discharge pressure, suction pressure, lubricating oil level, operative condition of relief valves, priming water level and general operating conditions shall be inspected during the weekly operation of fire pumps.	6.6.3.3.(2)
Weekly	Internal combustion engine fire pumps shall be operated once a week for a sufficient time to bring the engine up to normal operating temperature.	6.6.3.4.(1)
Weekly	The storage batteries, lubrication systems, oil and fuel supplies shall be inspected once a week.	6.6.3.4.(2)
Annually	Fire pumps shall be tested annually at full rated capacity to ensure that they are capable of delivering the rated flow.	6.6.3.5.

	<u>EMERGENCY POWER SYSTEMS</u>	
Annually	Liquid fuel tanks shall be drained and refilled with a fresh supply at least once a year.	6.7.1.5.(1)

	<u>MEANS OF EGRESS</u>	
Monthly	Doors in fire separations shall be inspected monthly.	2.2.3.4.
As Needed	Doors in fire separations in occupied buildings shall be checked as frequently as necessary to ensure that they remain closed.	2.2.3.5.(1)
	Sentence (1) does not apply to: (a) doors designed to close automatically in the event of a fire, or (b) doors for which an approved fire safety plan contains provisions for closing in the event of a fire.	2.2.3.5.(2)
As Needed	Access to exits , including corridors used by the public and exits , including outside areas, shall be maintained free of obstructions.	2.7.1.7.(1)
As Needed	Required exit signs shall be clearly visible and maintained in a clean and legible condition.	2.7.3.1.
Monthly	Pilot lights on emergency lighting unit equipment shall be checked monthly for operation.	2.7.3.3.(1)



Monthly	Emergency lighting unit equipment shall be inspected monthly to ensure that: (a) the terminal connections are clean, free of corrosion and lubricated when necessary, (b) the terminal clamps are clean and tight as per manufacturer's specifications, (c) the electrolyte level and specific gravity are maintained as per manufacturer's specifications, and (d) the battery surface is kept clean and dry.	2.7.3.3.(2)
Monthly	Emergency lighting unit equipment shall be tested monthly to ensure that the emergency lights will function upon failure of the <u>primary power supply</u> .	2.7.3.3.(3)(a)
Yearly	Emergency lighting unit equipment shall be tested annually to ensure that the unit will provide emergency lighting for a duration equal to the design criteria under simulated power failure conditions. After completion of the test required in Clause (3)(b), the charging conditions for voltage and current and the recovery period shall be tested to ensure that the charging system is in accordance with the manufacturer's specifications.	2.7.3.3.(3)(b) 2.7.3.3.(4)

FLAMEPROOFING TREATMENTS

As Needed	Flameproofing treatments shall be renewed as often as required to ensure that the material will pass the match flame test in NFPA 701, "Standard Methods of Fire Tests for Flame-Resistant Textiles and Films".	2.3.2.2.
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SERVICE EQUIPMENT

Annually	Chimneys, flues and flue pipes shall be inspected (a) annually, (b) when any appliance is added to it, and (c) after any chimney fire .	2.6.1.4.(1)
Annually	Except for self-contained systems within dwelling units , disconnect switches for mechanical air-conditioning and ventilating systems shall be operated annually to establish that the system can be shut down.	2.6.1.8.
Weekly	Hoods, filters and ducts that are subject to accumulations of combustible deposits shall be checked weekly.	2.6.1.3.(1)

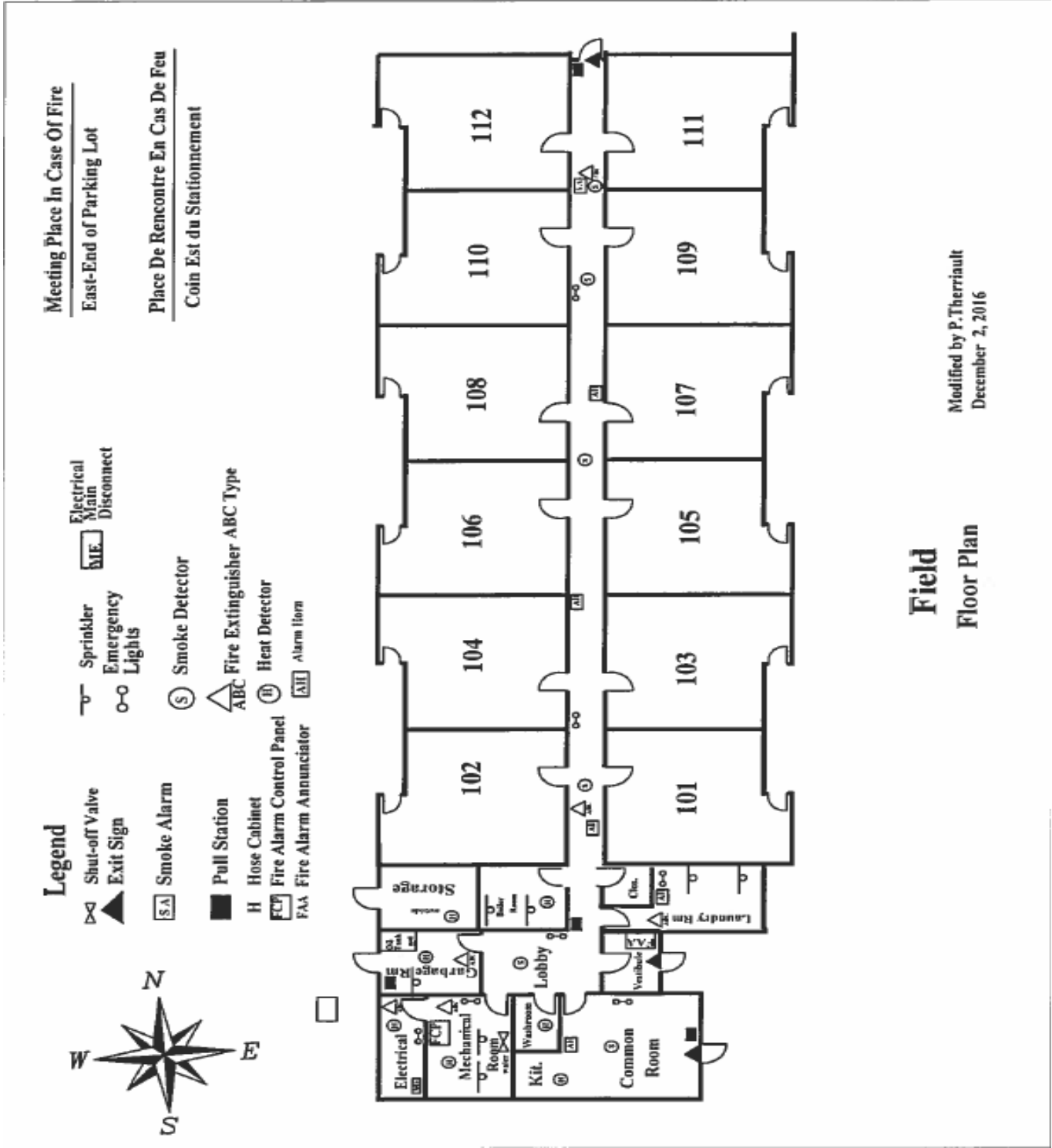
FIRE DAMPERS

Annually	Fire dampers and fire-stop flaps shall be inspected annually, or on an approved time schedule.	2.2.3.7.
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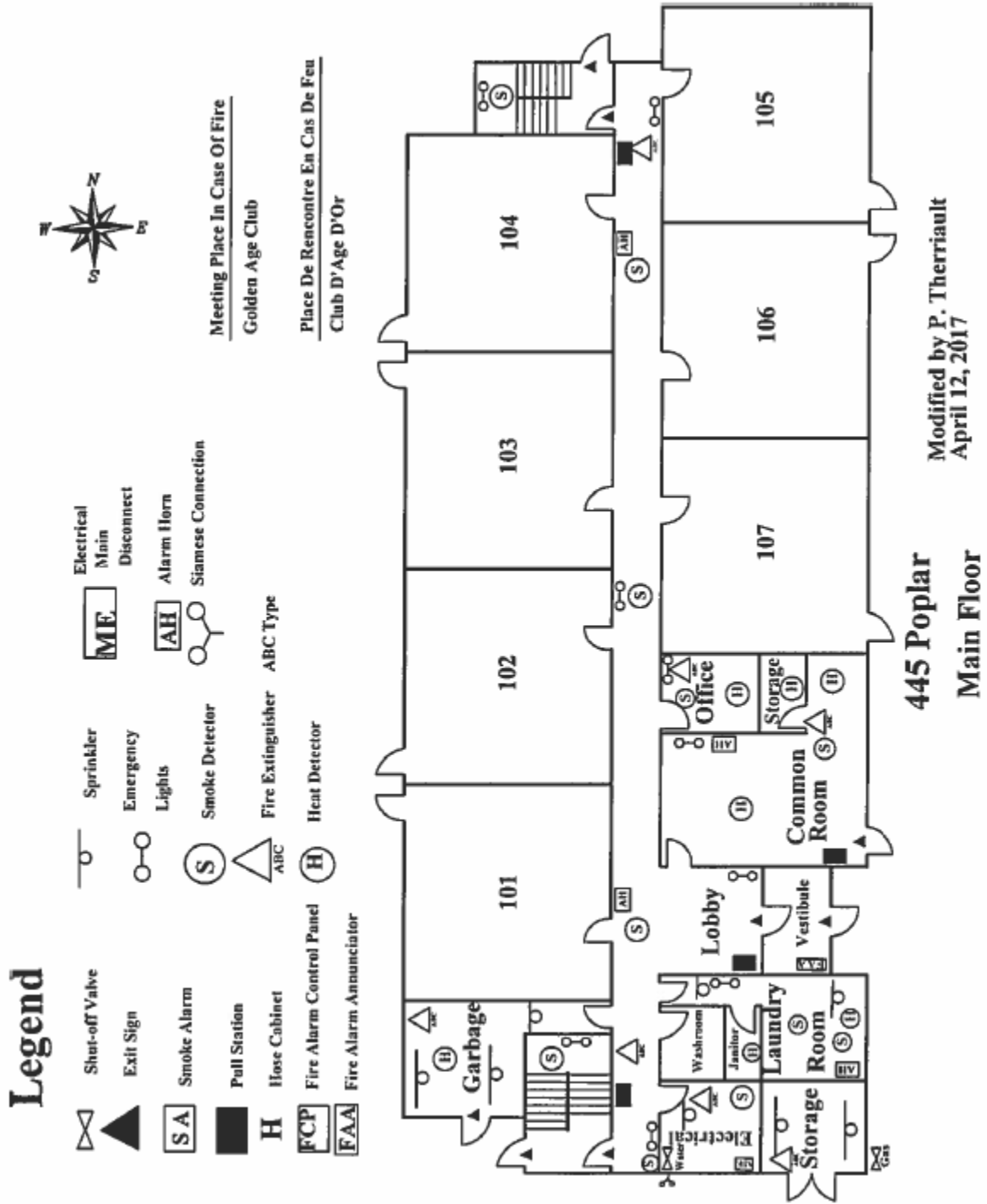
Appendix D – Fire Schematic Drawings for Buildings

24 Grande Allee, Field



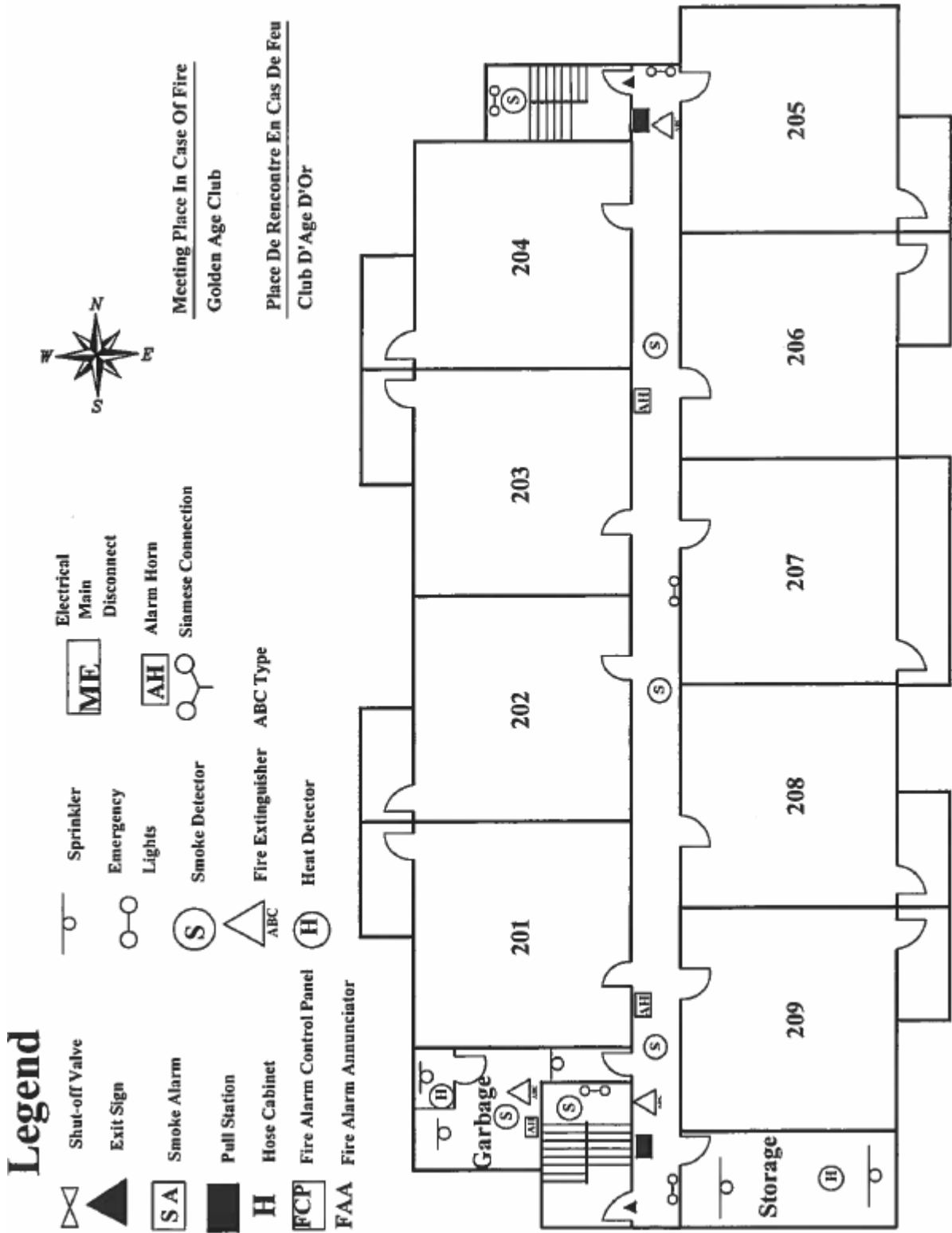


445 Poplar Street, Mattawa



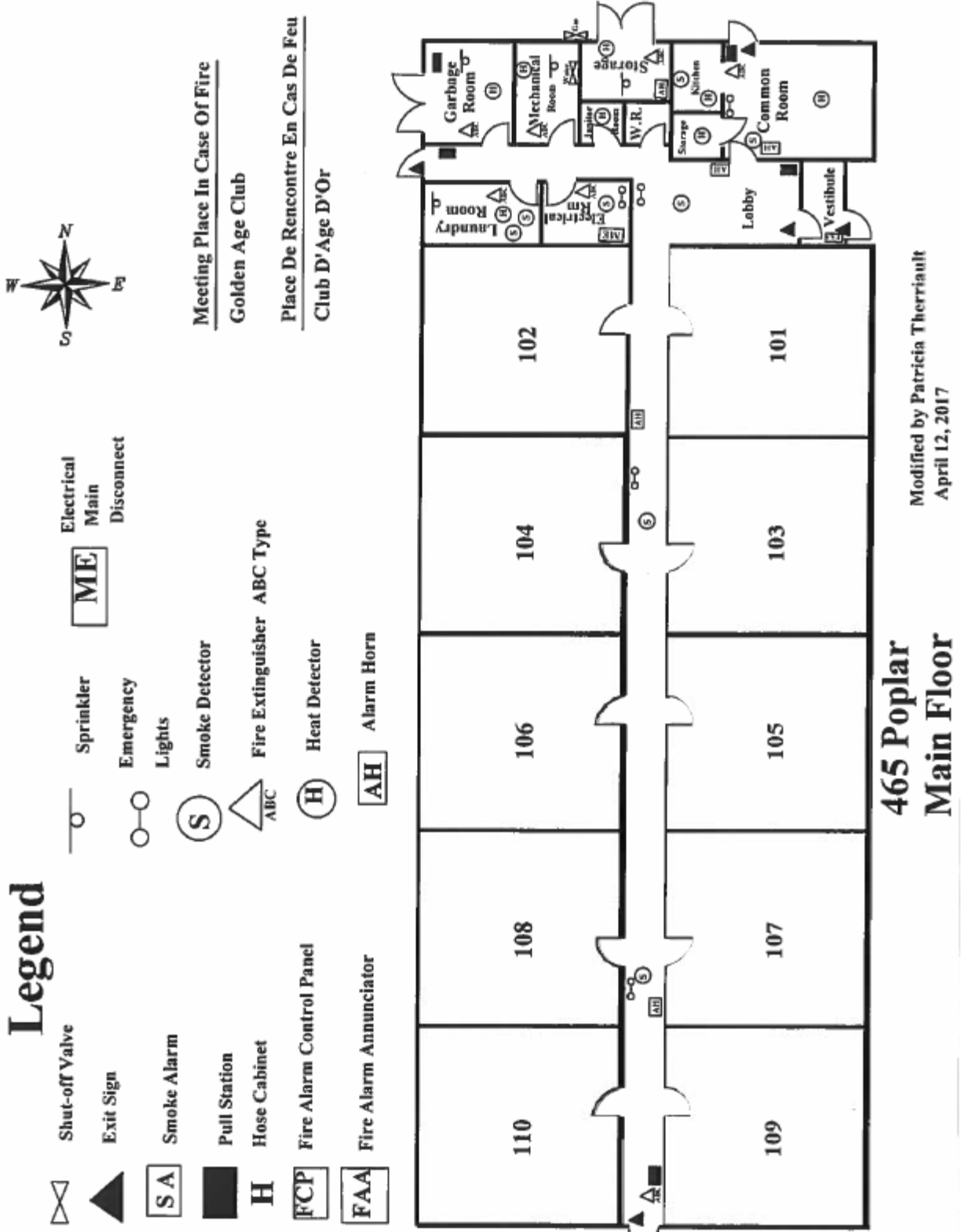


445 Poplar Street, Mattawa



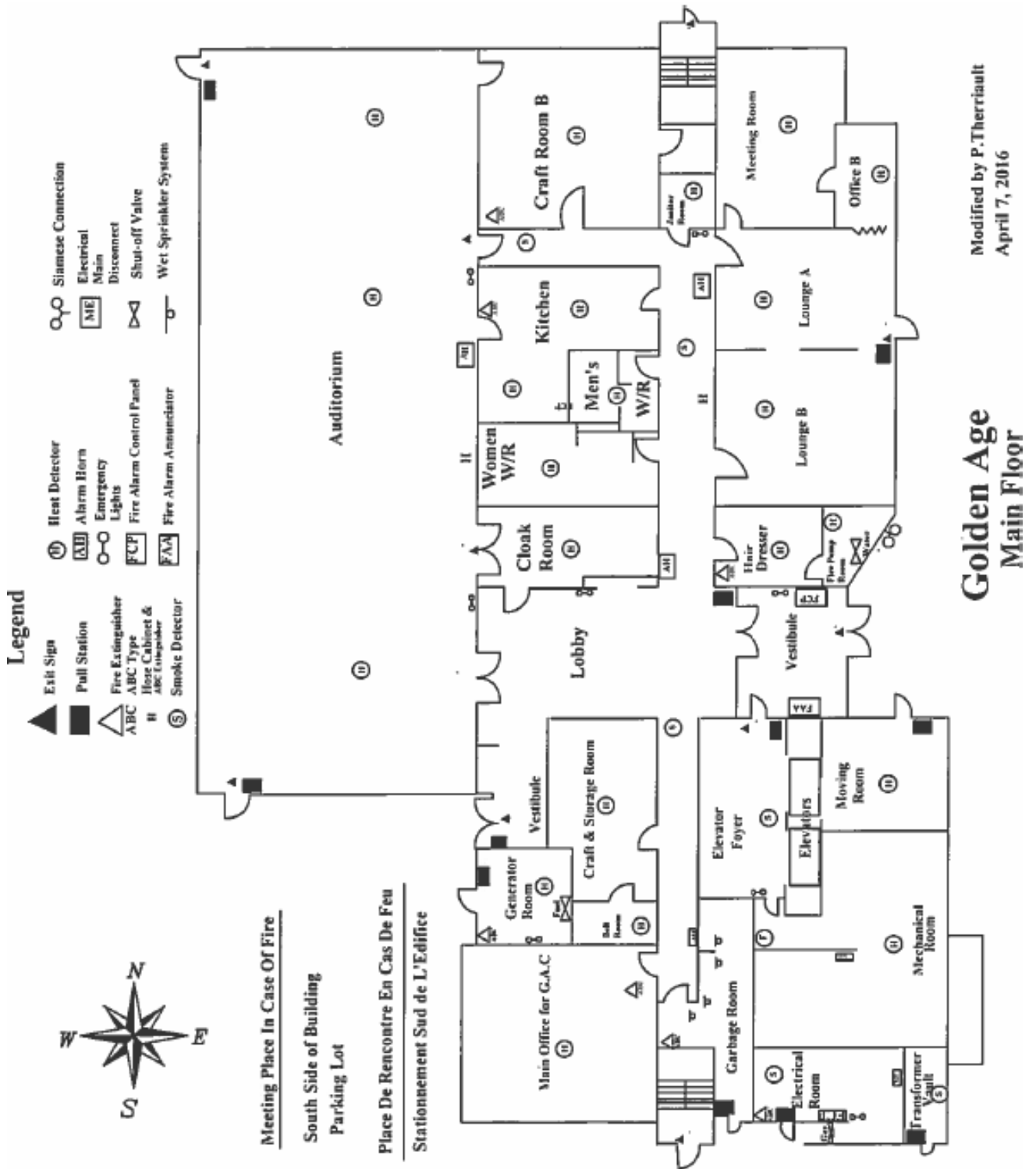


465 Poplar Street, Mattawa



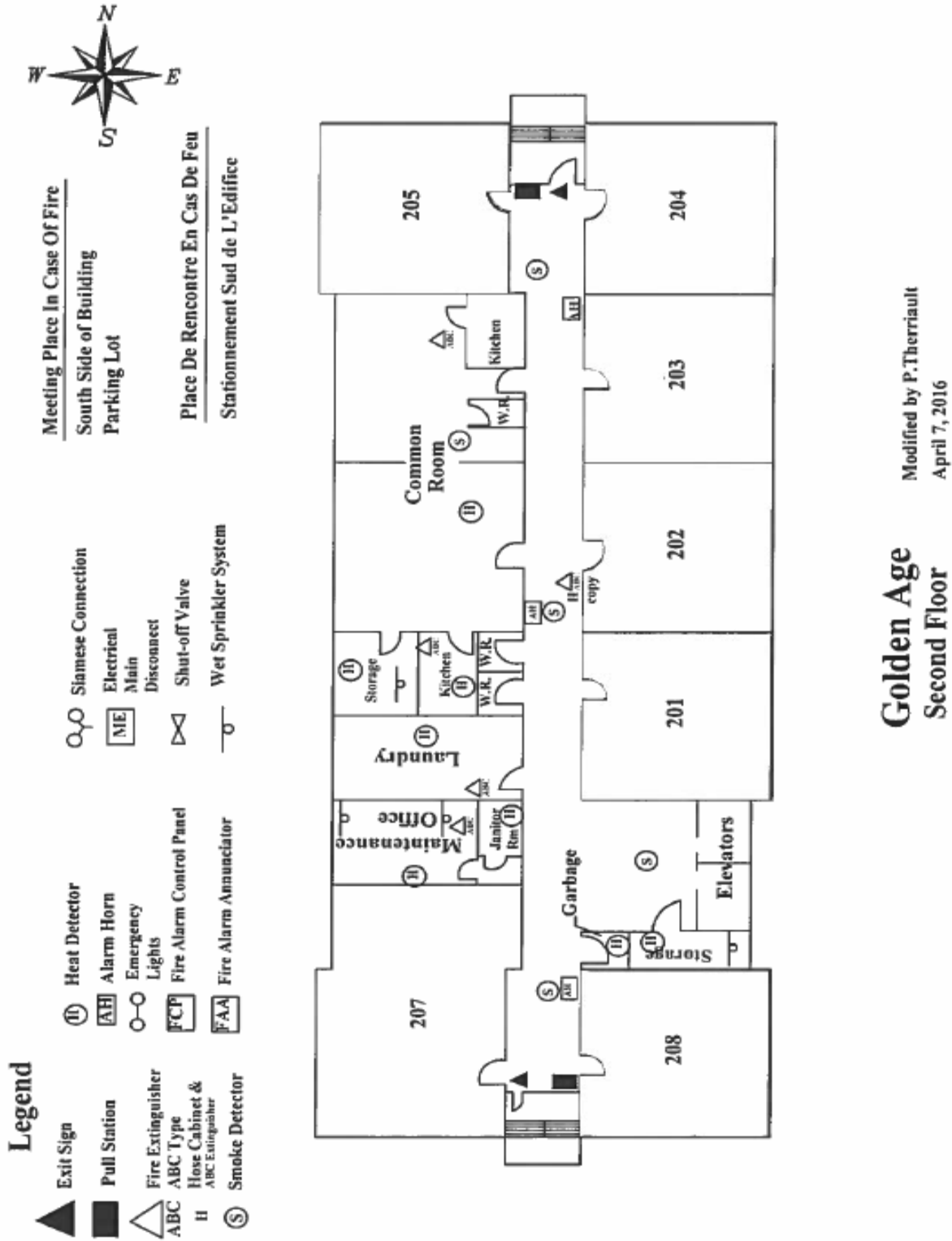


135 Worthington St. West, North Bay



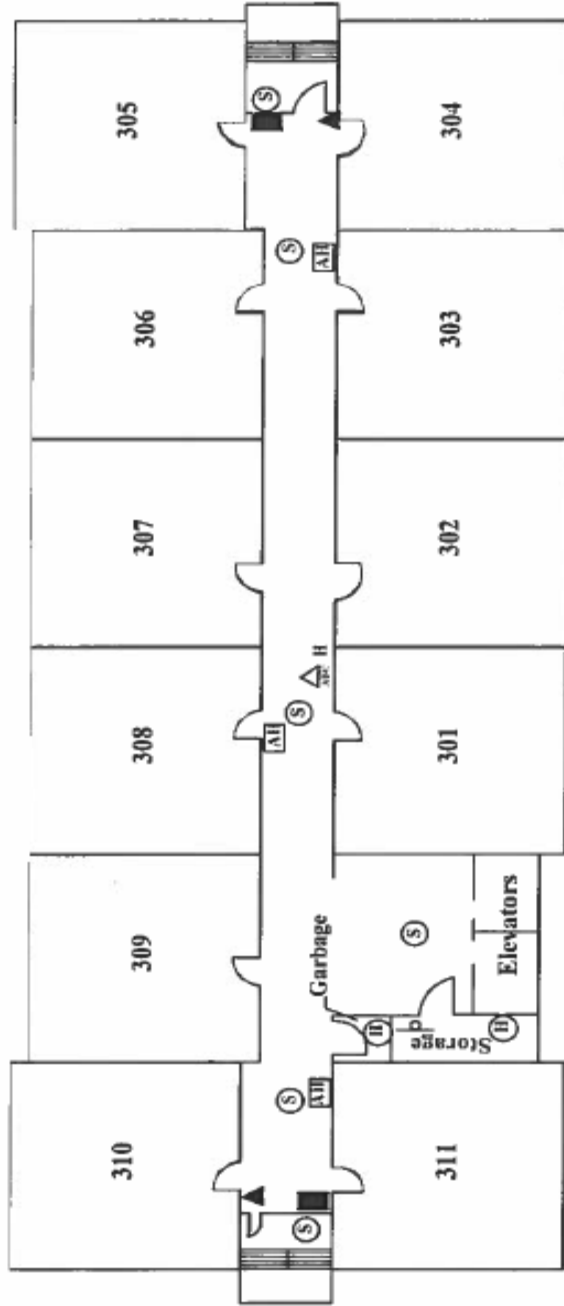
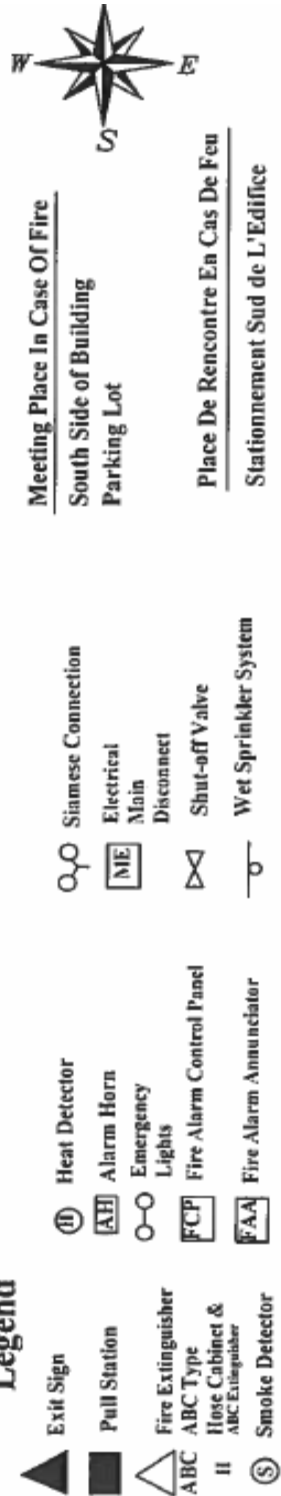


135 Worthington St. W. North Bay





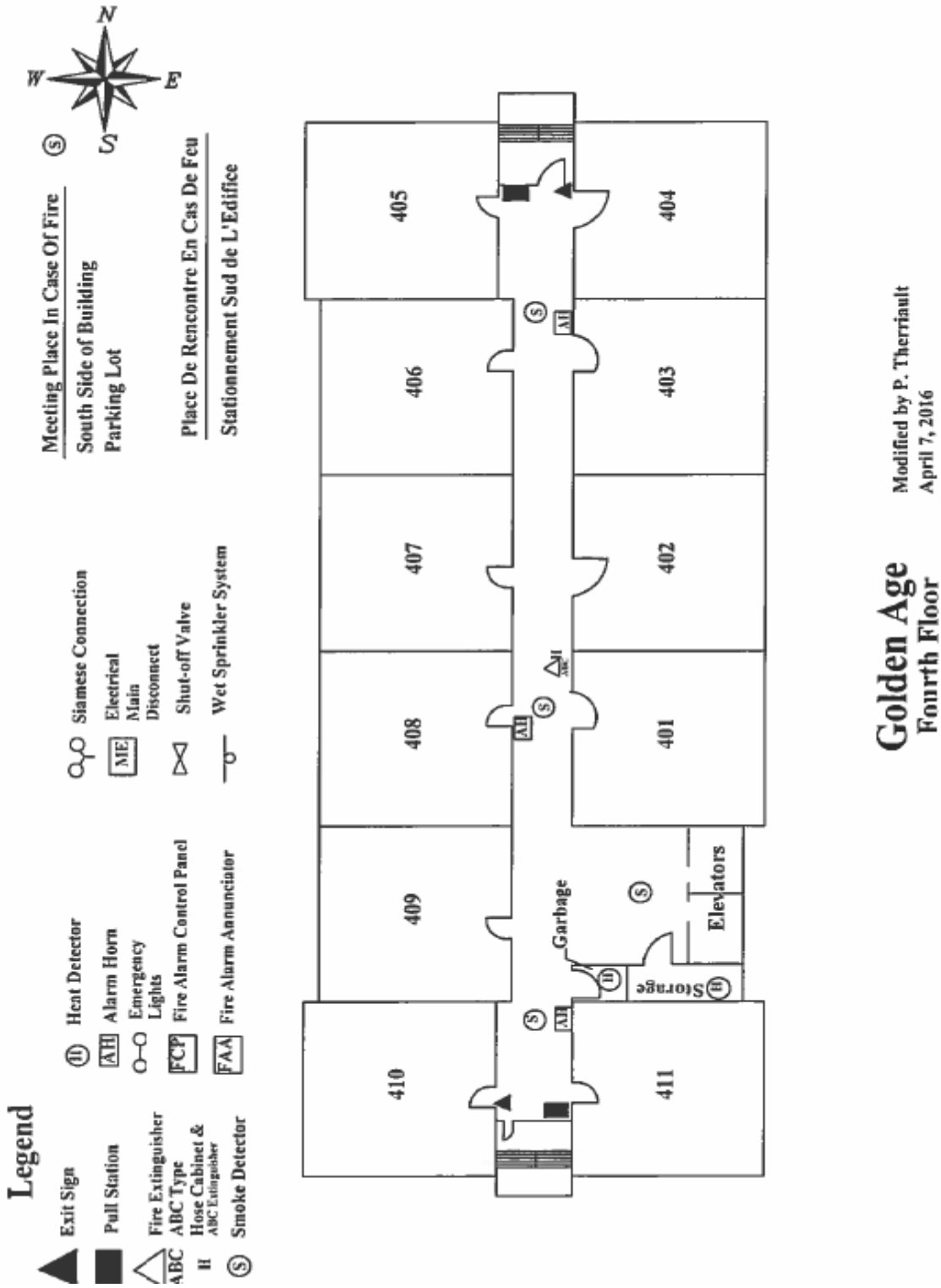
135 Worthington St. W. North Bay



**Golden Age
Third Floor**
Modified by P.Therrault
April 7, 2016

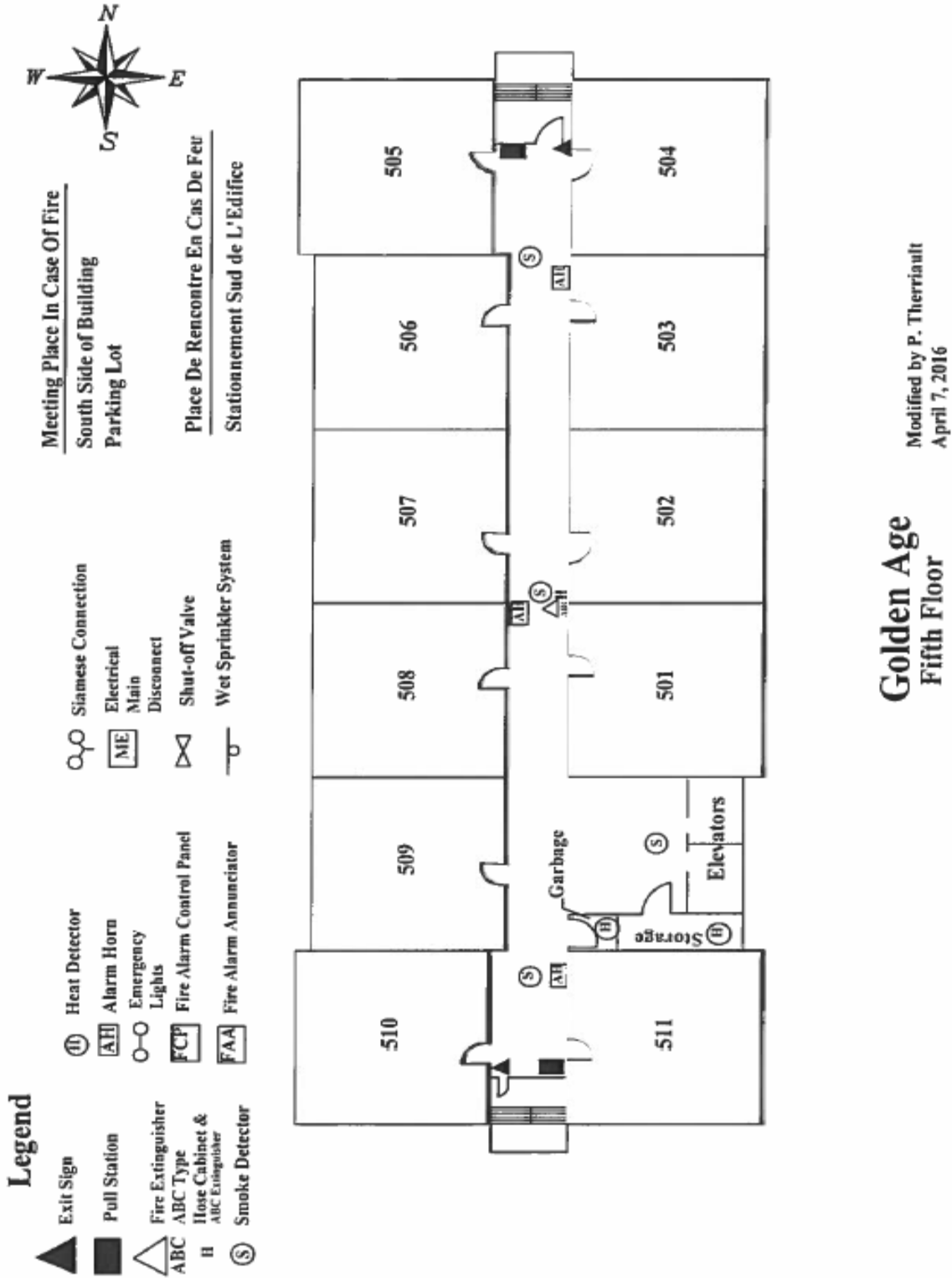


135 Worthington St. W. North Bay



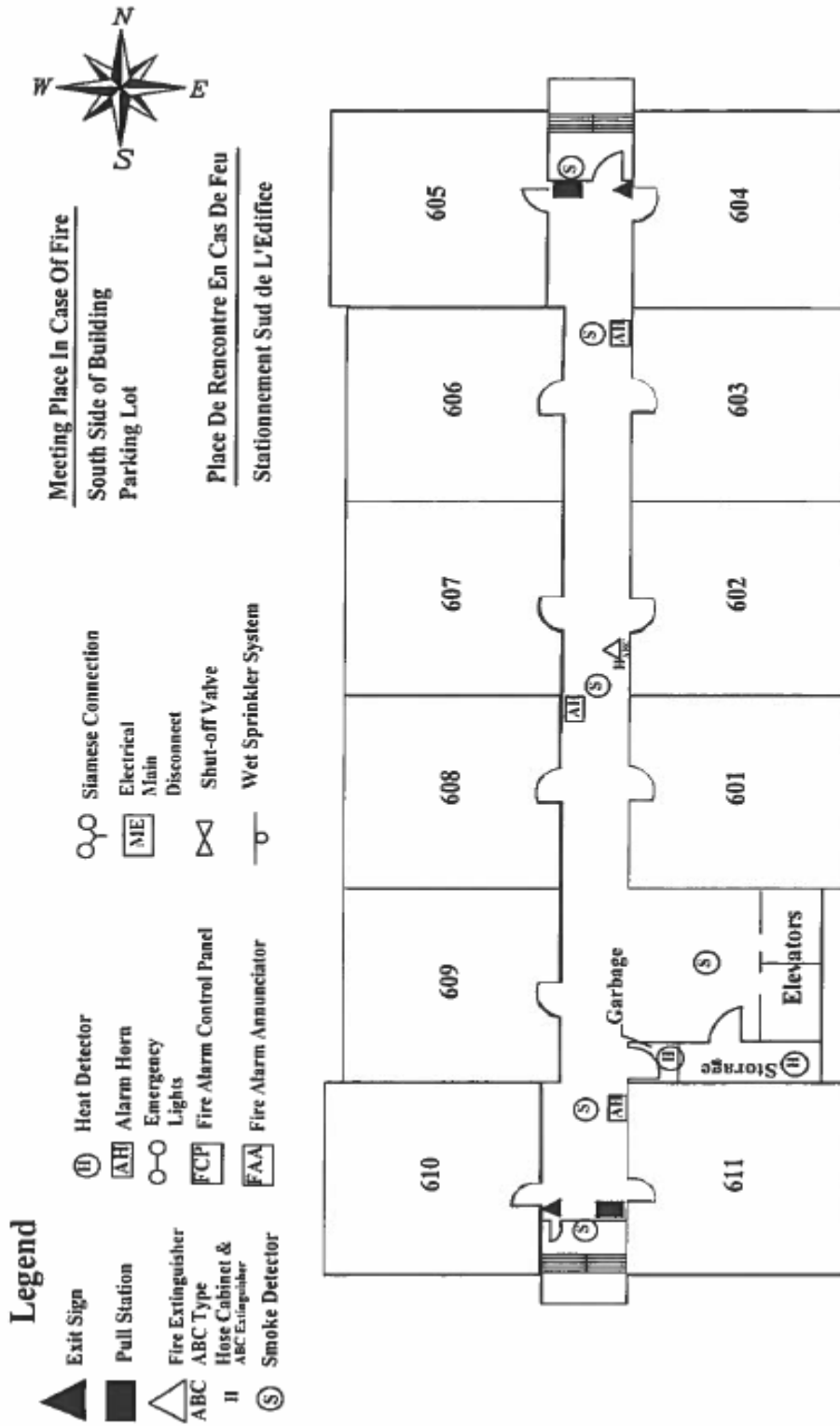


135 Worthington St. W. North Bay





135 Worthington St. W. North Bay



**Golden Age
Sixth Floor**

Modified by P. Therriault
April 7, 2016



135 Worthington St. W. North Bay



Meeting Place In Case Of Fire

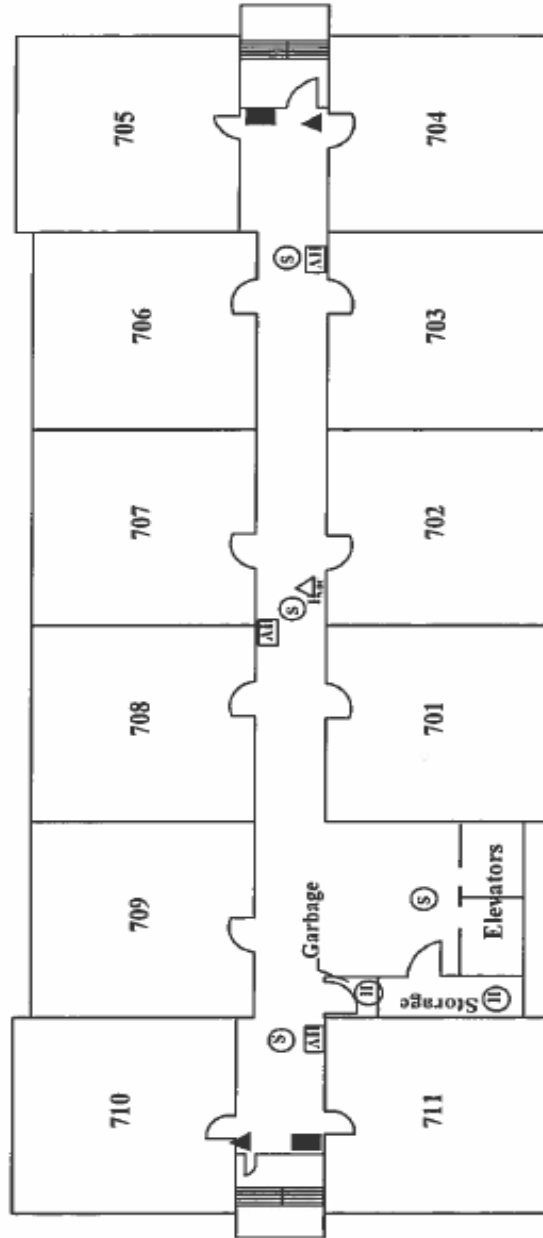
South Side of Building
Parking Lot

Place De Rencontre En Cas De Feu

Stationnement Sud de L'Edifice

Legend

- | | | | | | |
|--|---------------------------------|--|--------------------------|--|----------------------|
| | Exit Sign | | Heat Detector | | Siamese Connection |
| | Pull Station | | Alarm Horn | | Electrical Main |
| | Fire Extinguisher | | Emergency Lights | | Disconnect |
| | ABC Type | | Fire Alarm Control Panel | | Shut-off Valve |
| | Hose Cabinet & ABC Extinguisher | | Fire Alarm Annunciator | | Wet Sprinkler System |
| | Smoke Detector | | | | |



**Golden Age
Seventh Floor**

Modified by P. Therriault
April 7, 2016



135 Worthington St. W. North Bay



Meeting Place In Case Of Fire

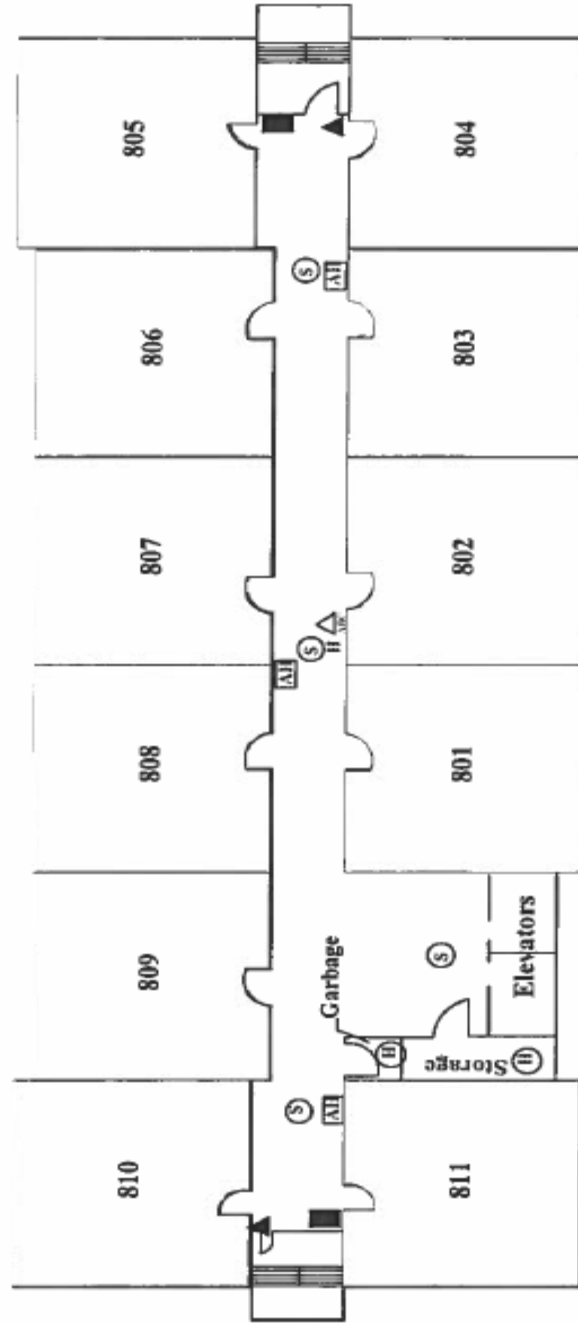
South Side of Building
Parking Lot

Place De Rencontre En Cas De Feu

Stationnement Sud de L'Edifice

Legend

- | | | | | | |
|--|---------------------------------|--|--------------------------|--|----------------------------|
| | Exit Sign | | Heat Detector | | Siamese Connection |
| | Pull Station | | Alarm Horn | | Electrical Main Disconnect |
| | Fire Extinguisher | | Emergency Lights | | Shut-off Valve |
| | ABC Type | | Fire Alarm Control Panel | | Wet Sprinkler System |
| | Hose Cabinet & ABC Extinguisher | | Fire Alarm Annunciator | | |
| | Smoke Detector | | | | |

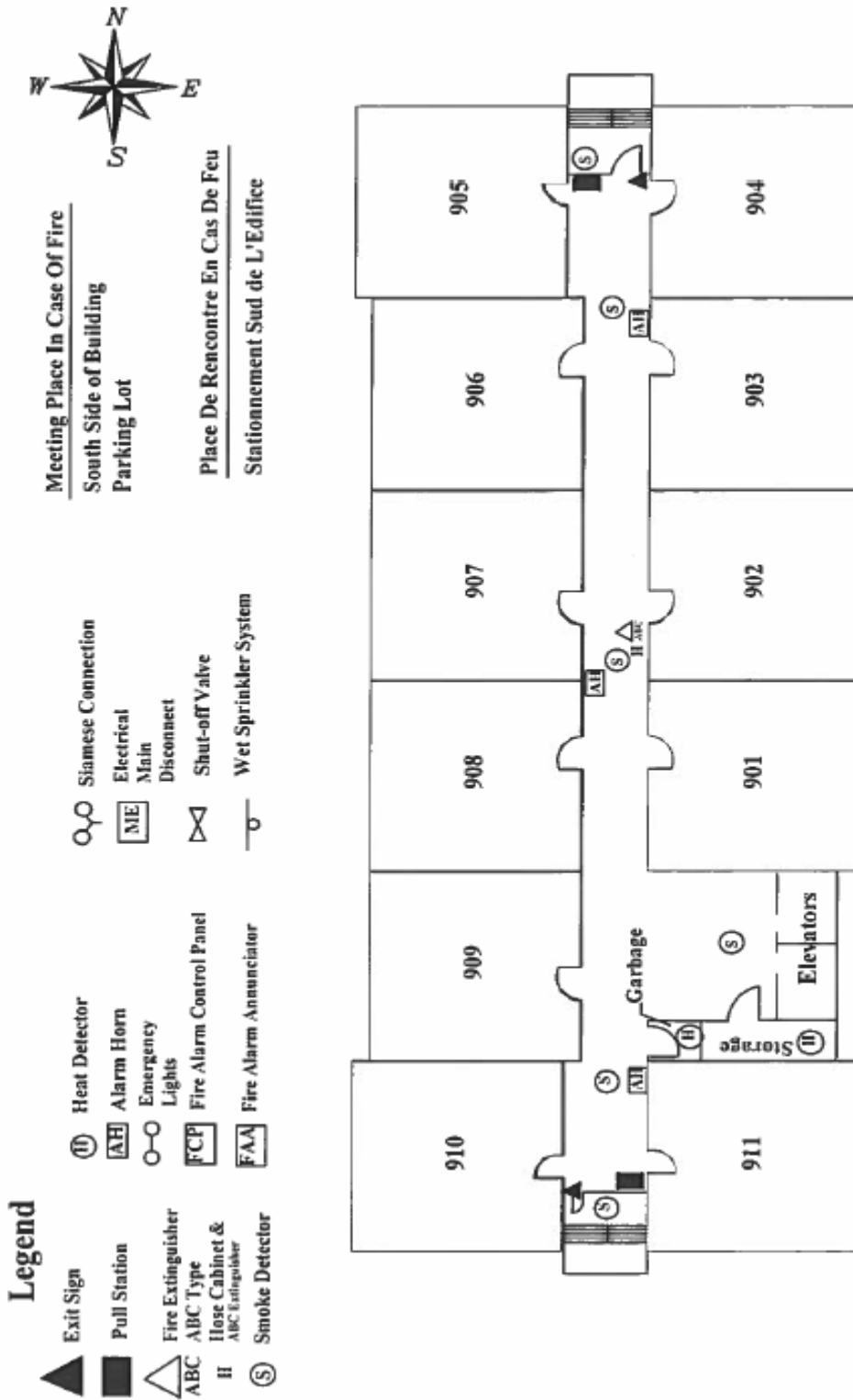


**Golden Age
Eighth Floor**

Modified by P. Therriault
April 7, 2016



135 Worthington St. W. North Bay

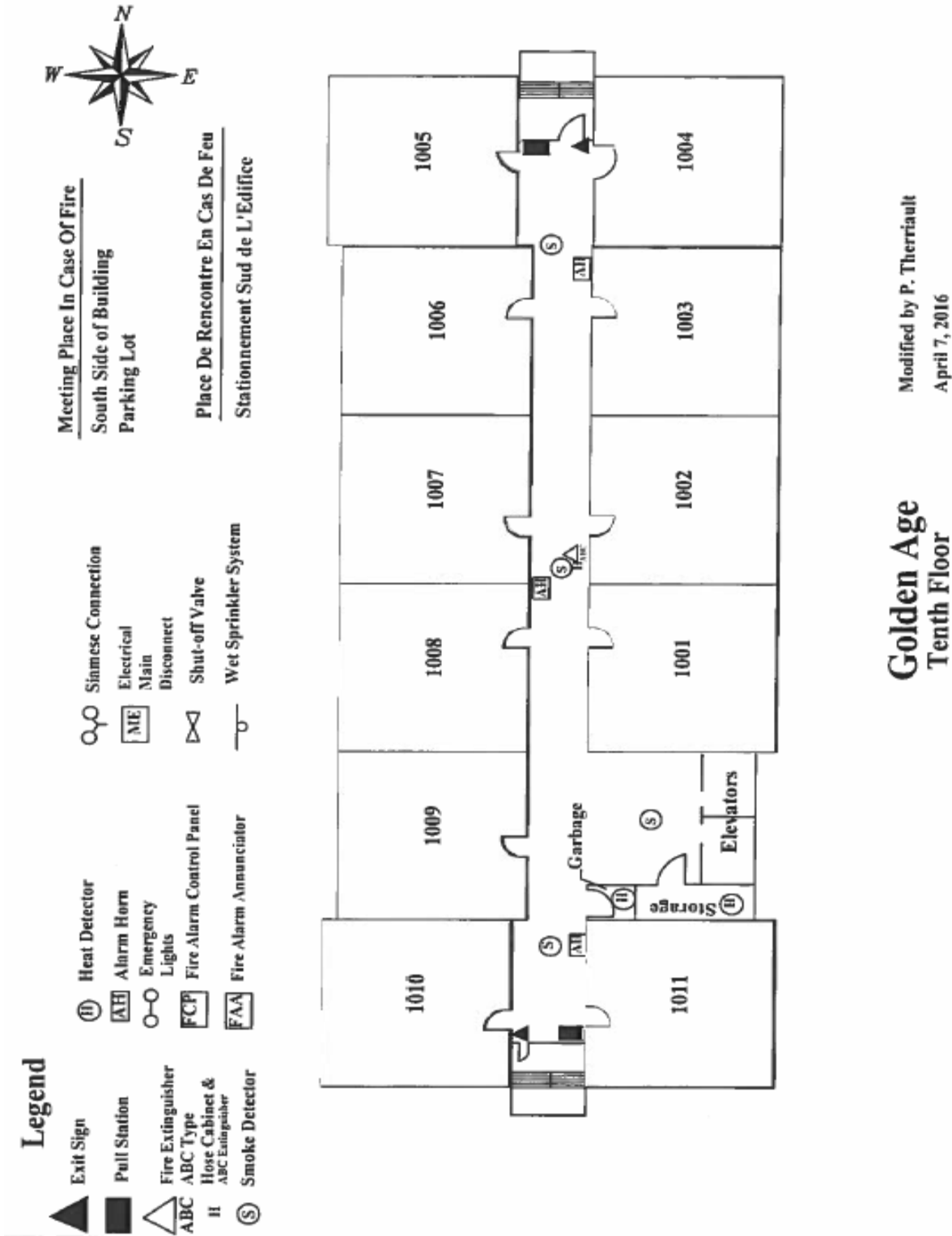


**Golden Age
Ninth Floor**

Modified by P. Therrault
April 7, 2016

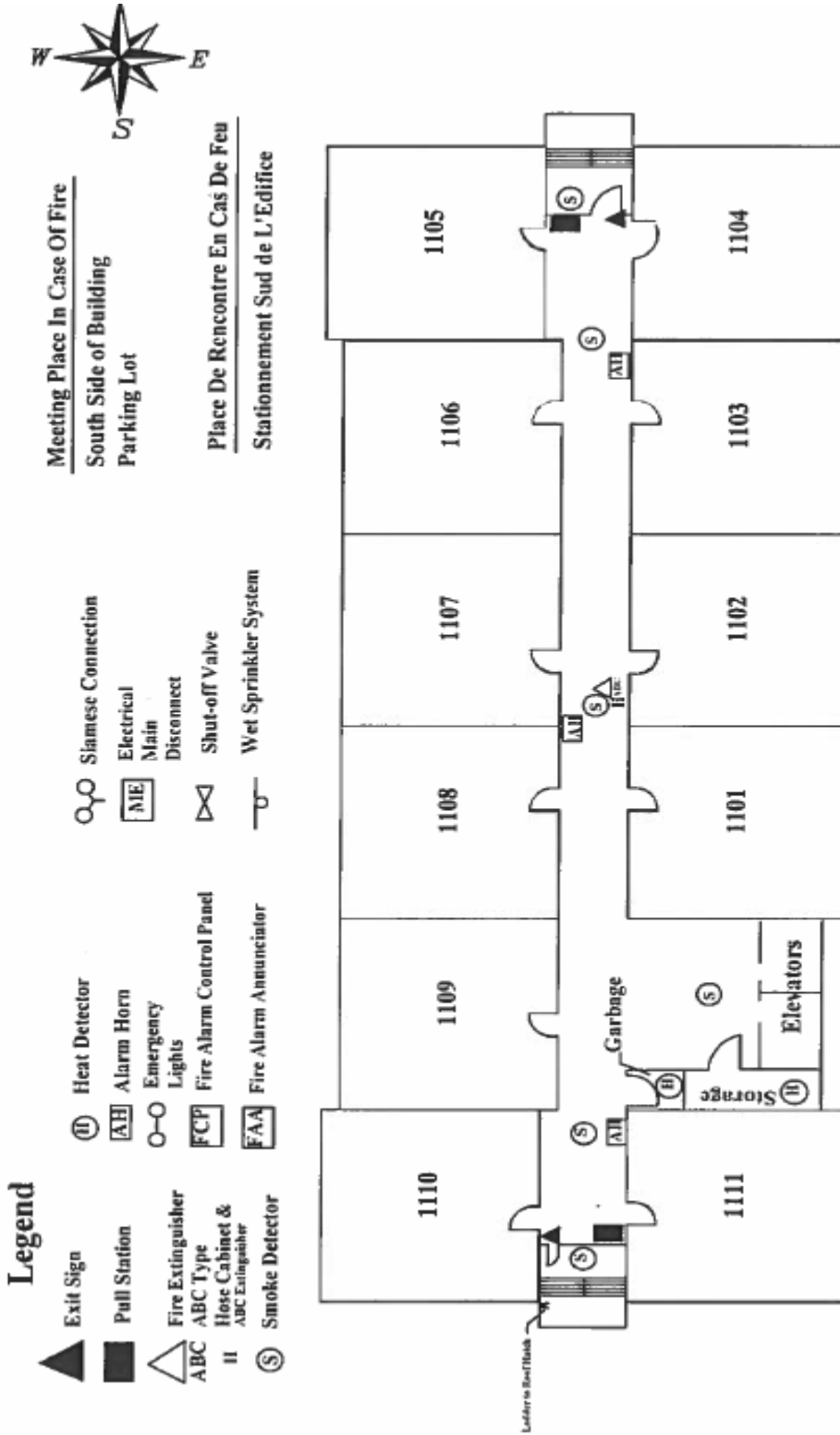


135 Worthington St. W. North Bay





135 Worthington St. W. North Bay

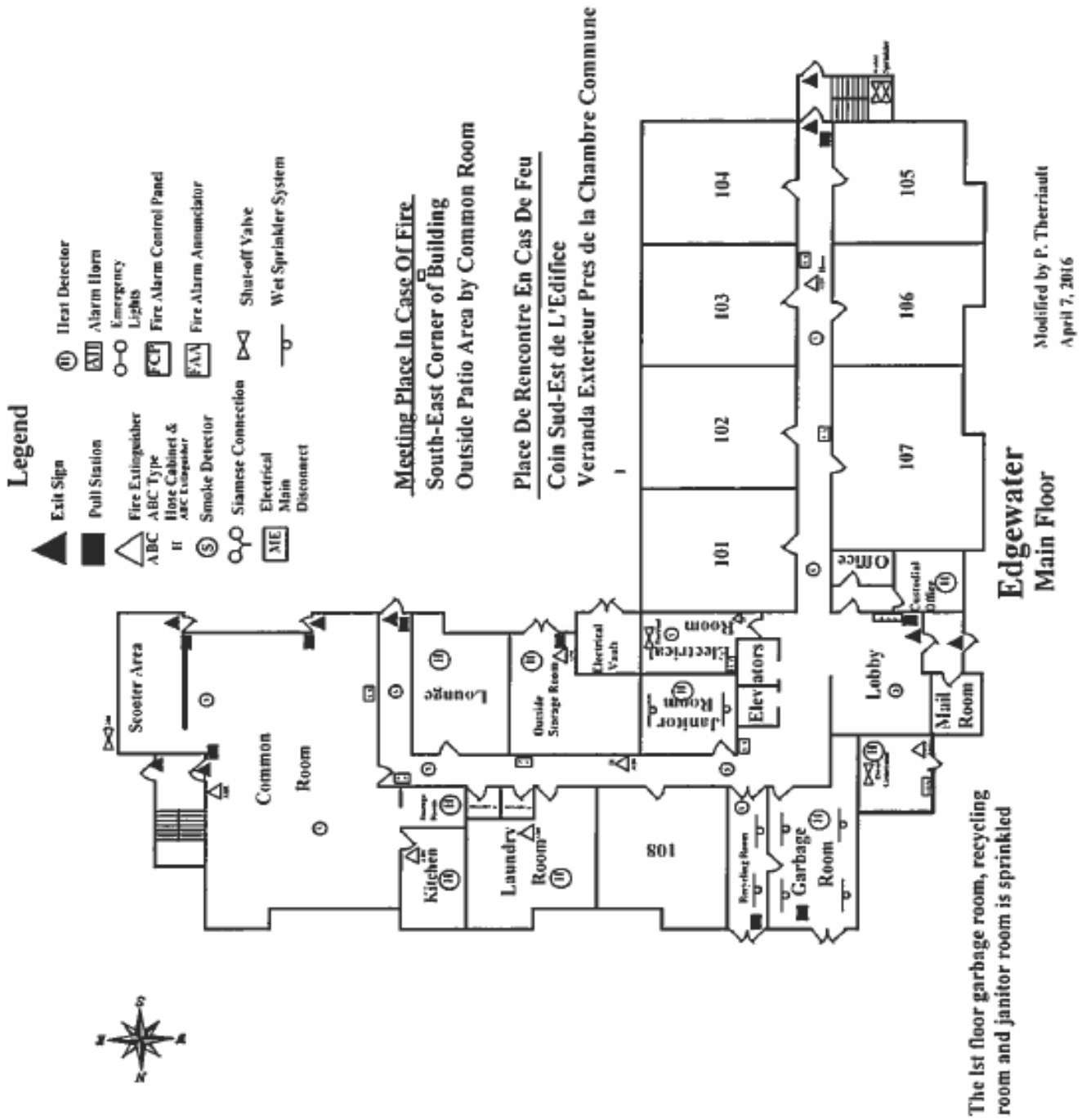


**Golden Age
Eleventh Floor**

Modified by P. Therrault
April 7, 2016

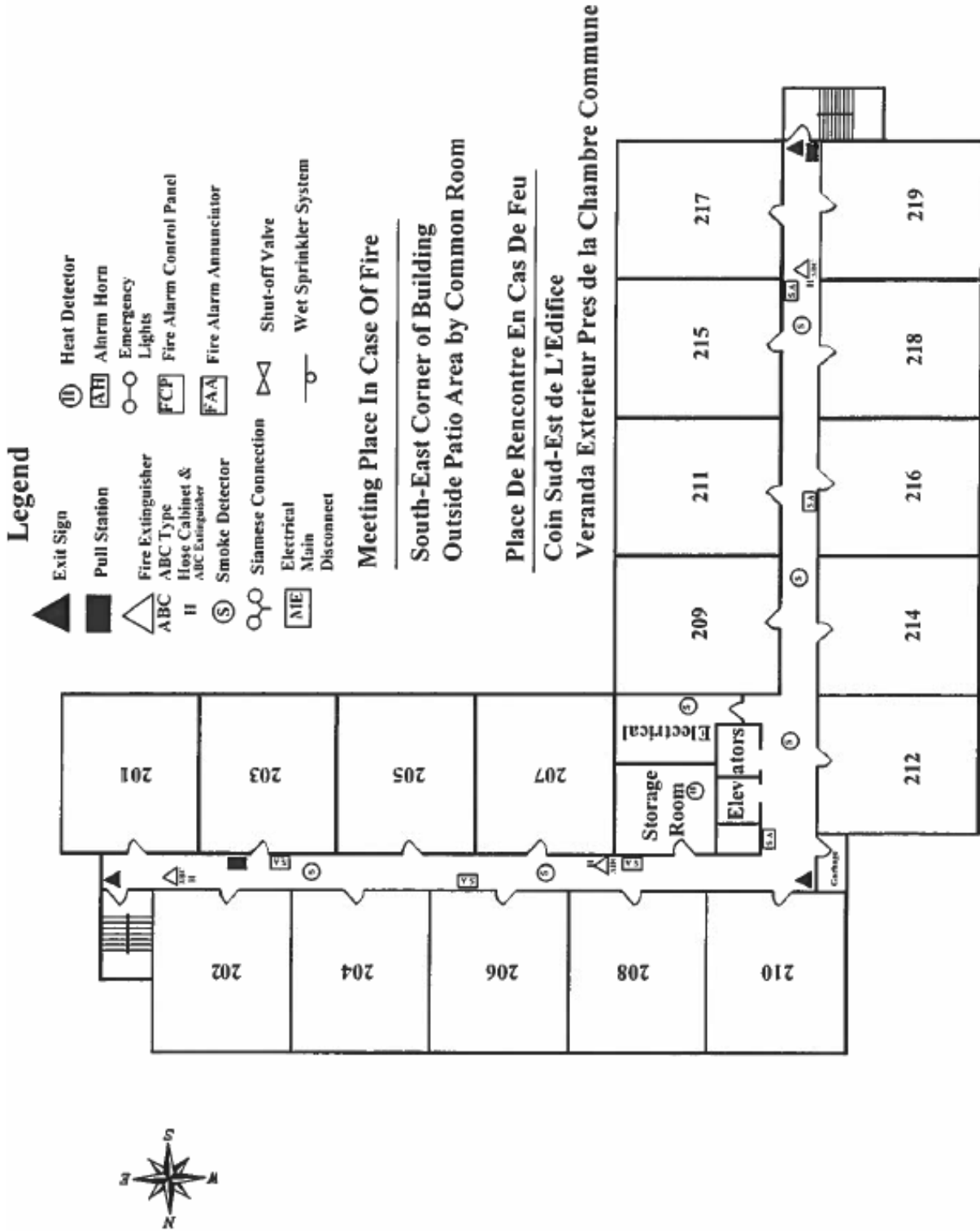


365 Lakeshore Drive, North Bay



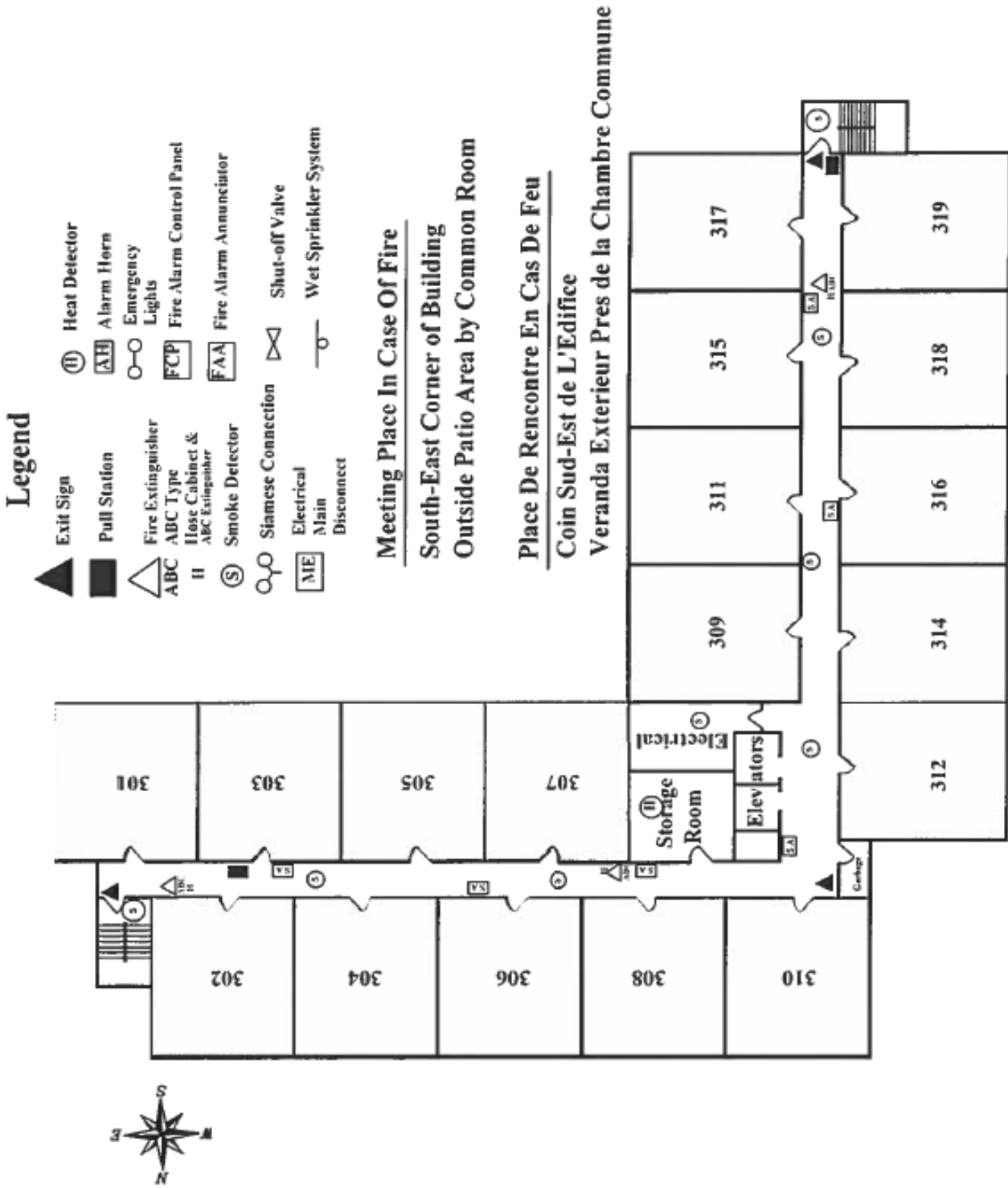


365 Lakeshore Drive, North Bay



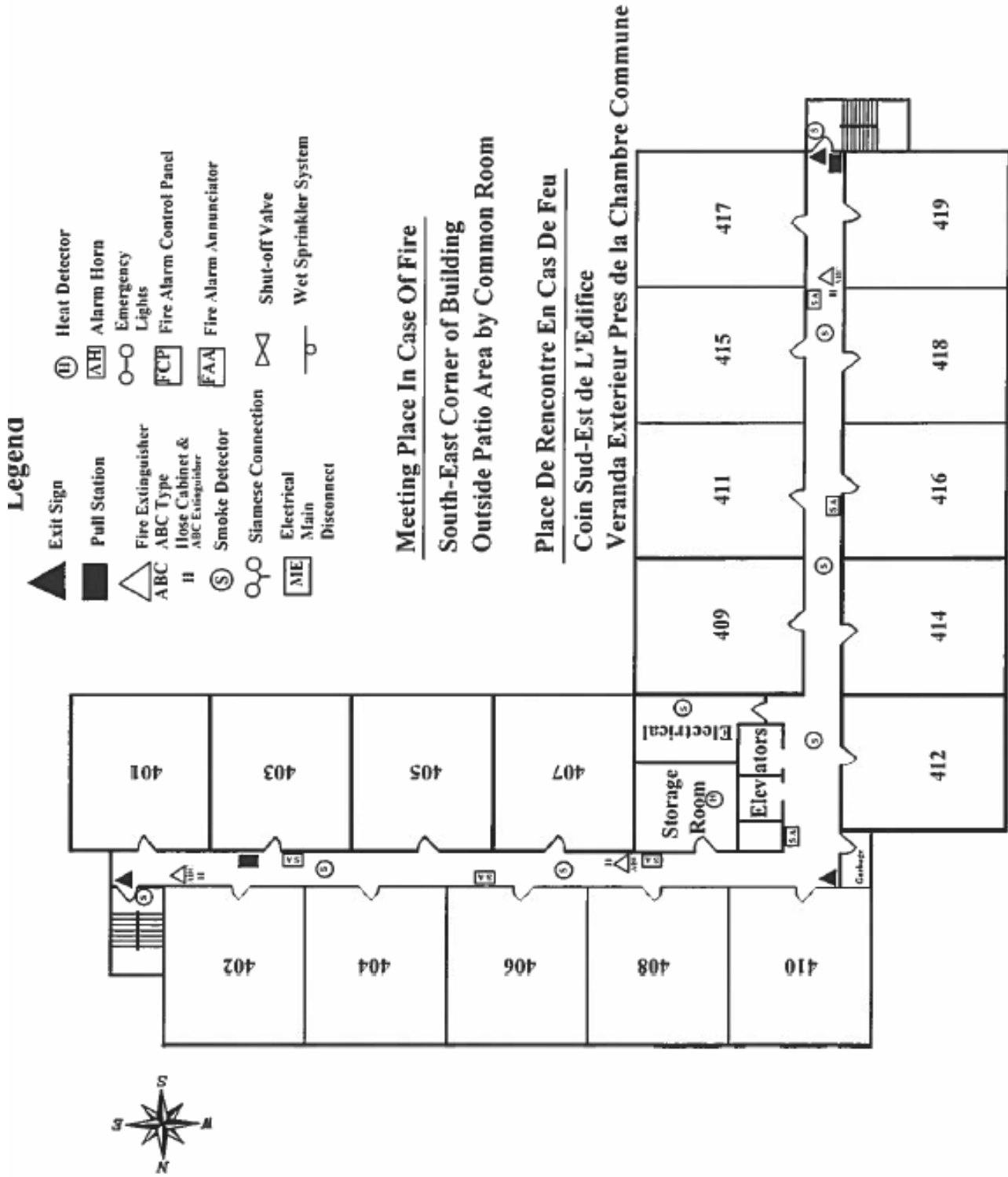


365 Lakeshore Drive, North Bay



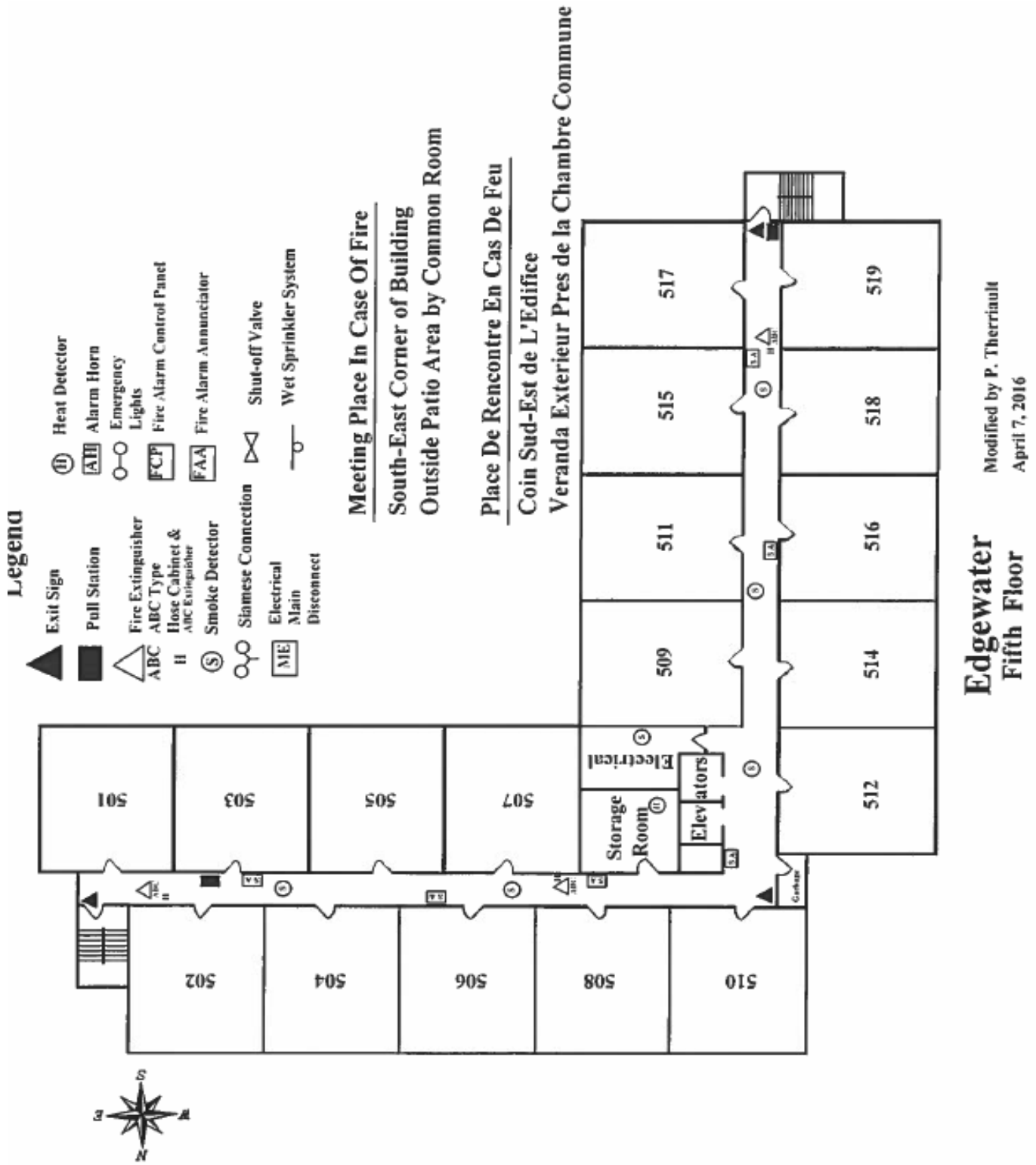


365 Lakeshore Drive, North Bay



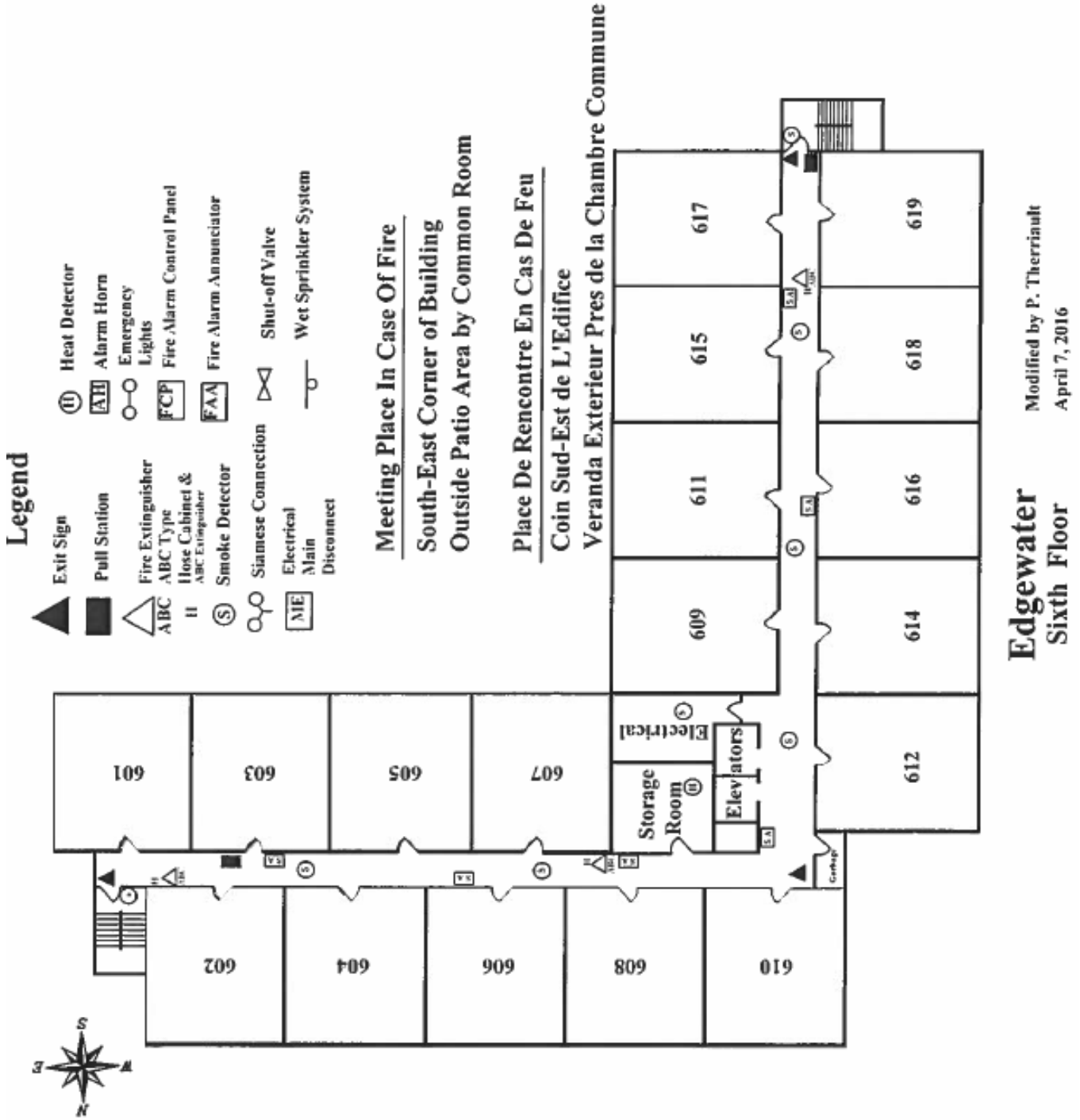


365 Lakeshore Drive, North Bay



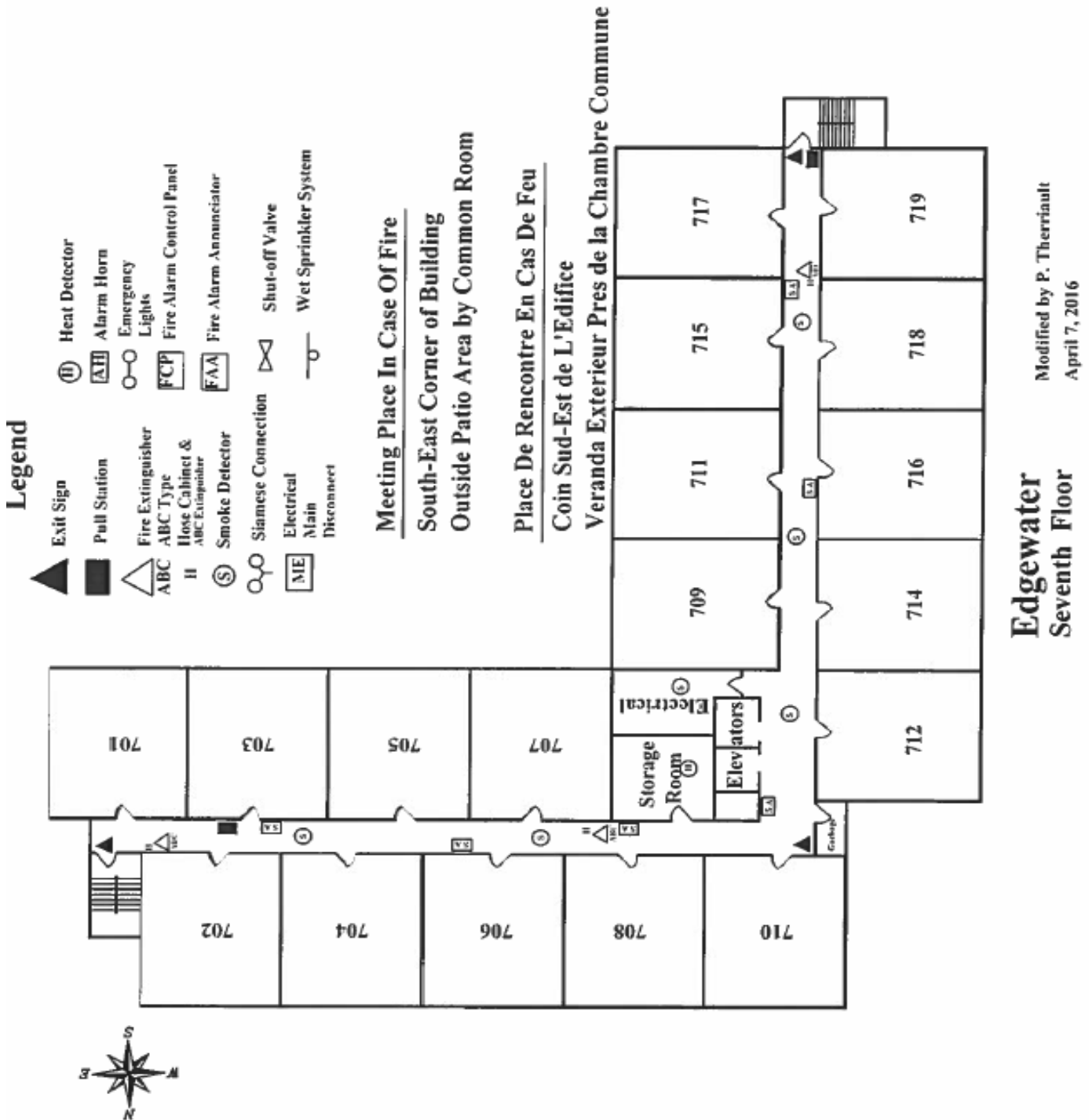


365 Lakeshore Drive, North Bay



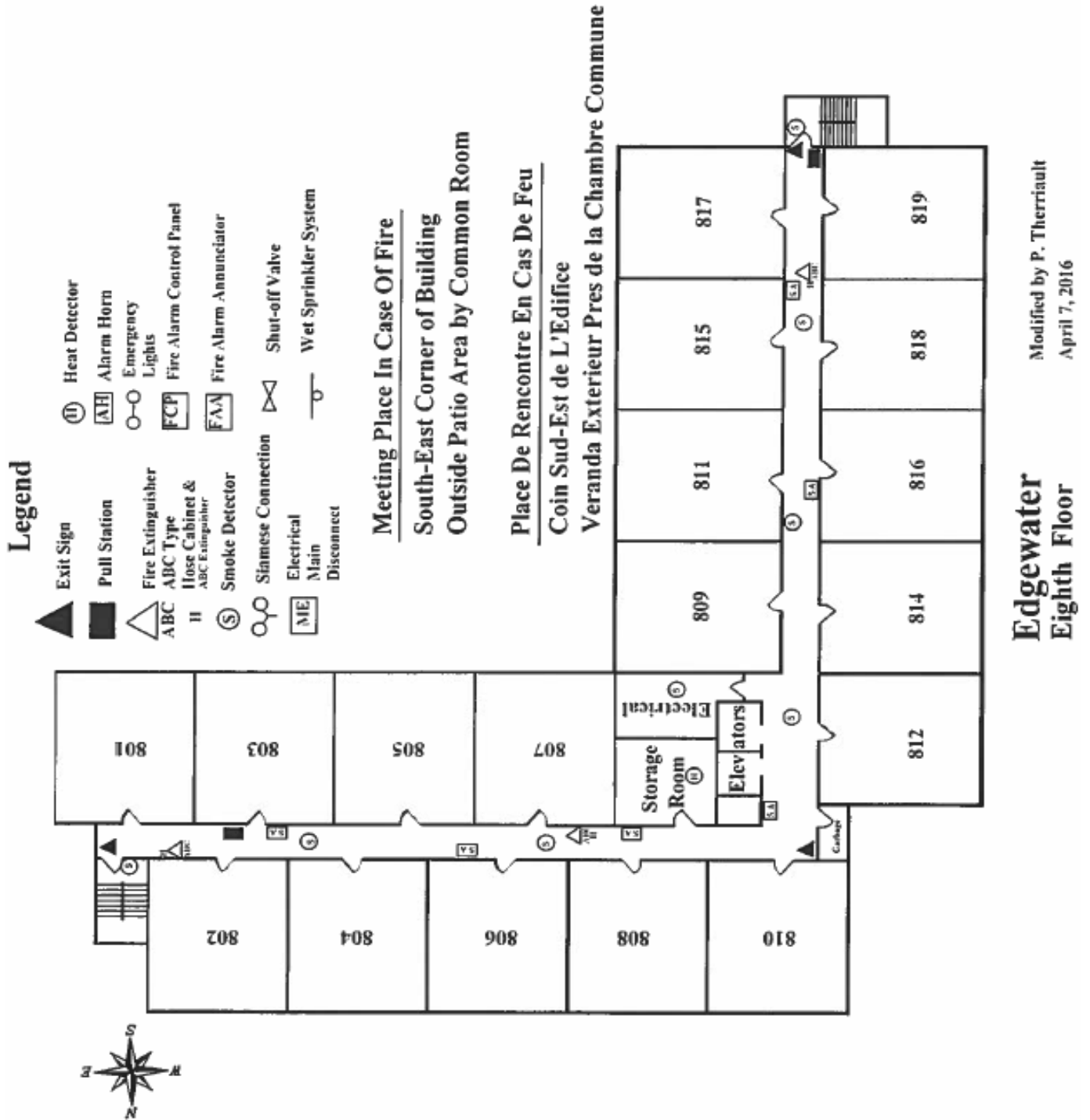


365 Lakeshore Drive, North Bay



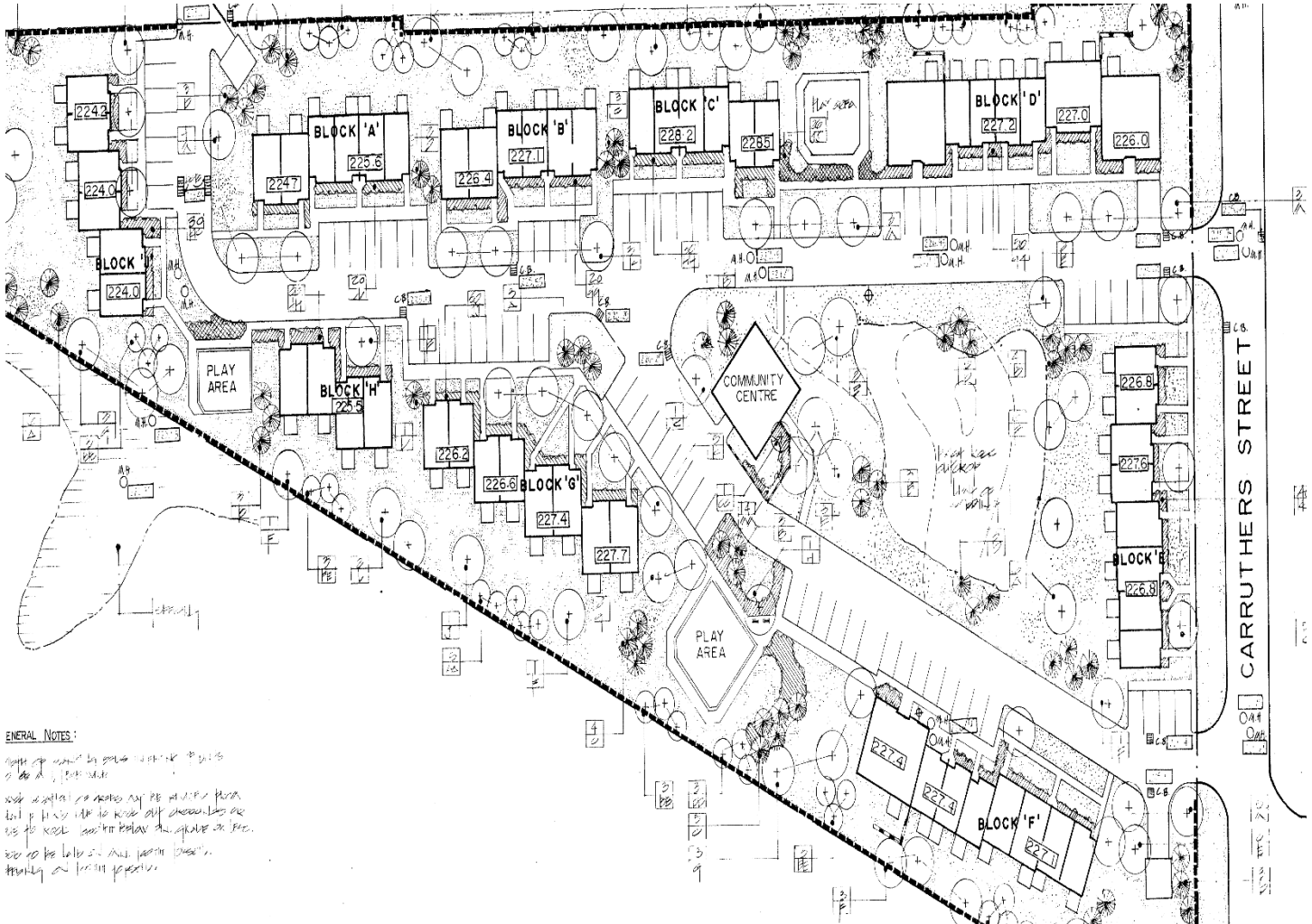


365 Lakeshore Drive, North Bay





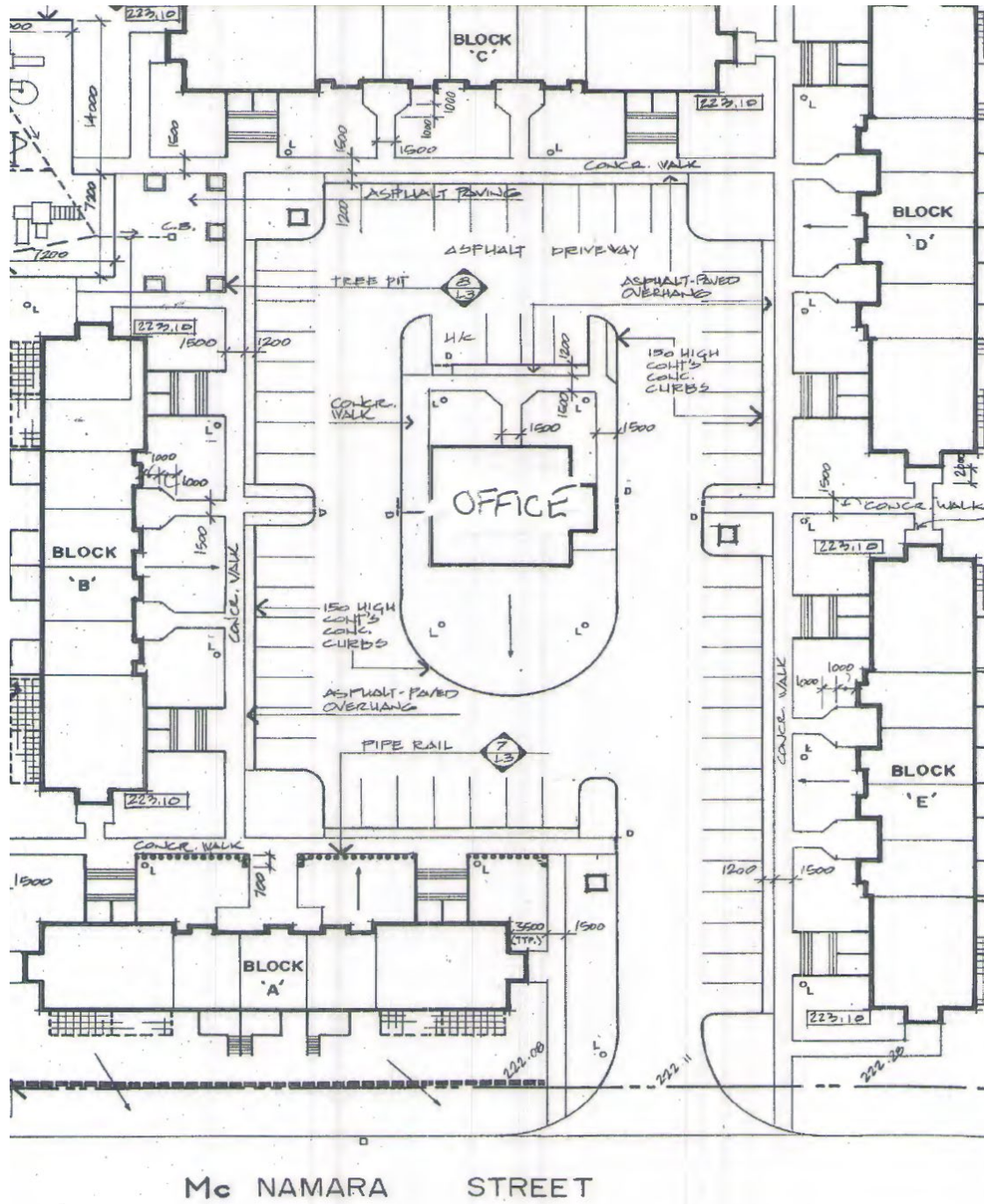
111 Carruthers Street, North Bay
Community Centre located in middle of complex.
Please see [Appendix E](#) - Fire related Equipment in Buildings.



545 McNamara Street, North Bay

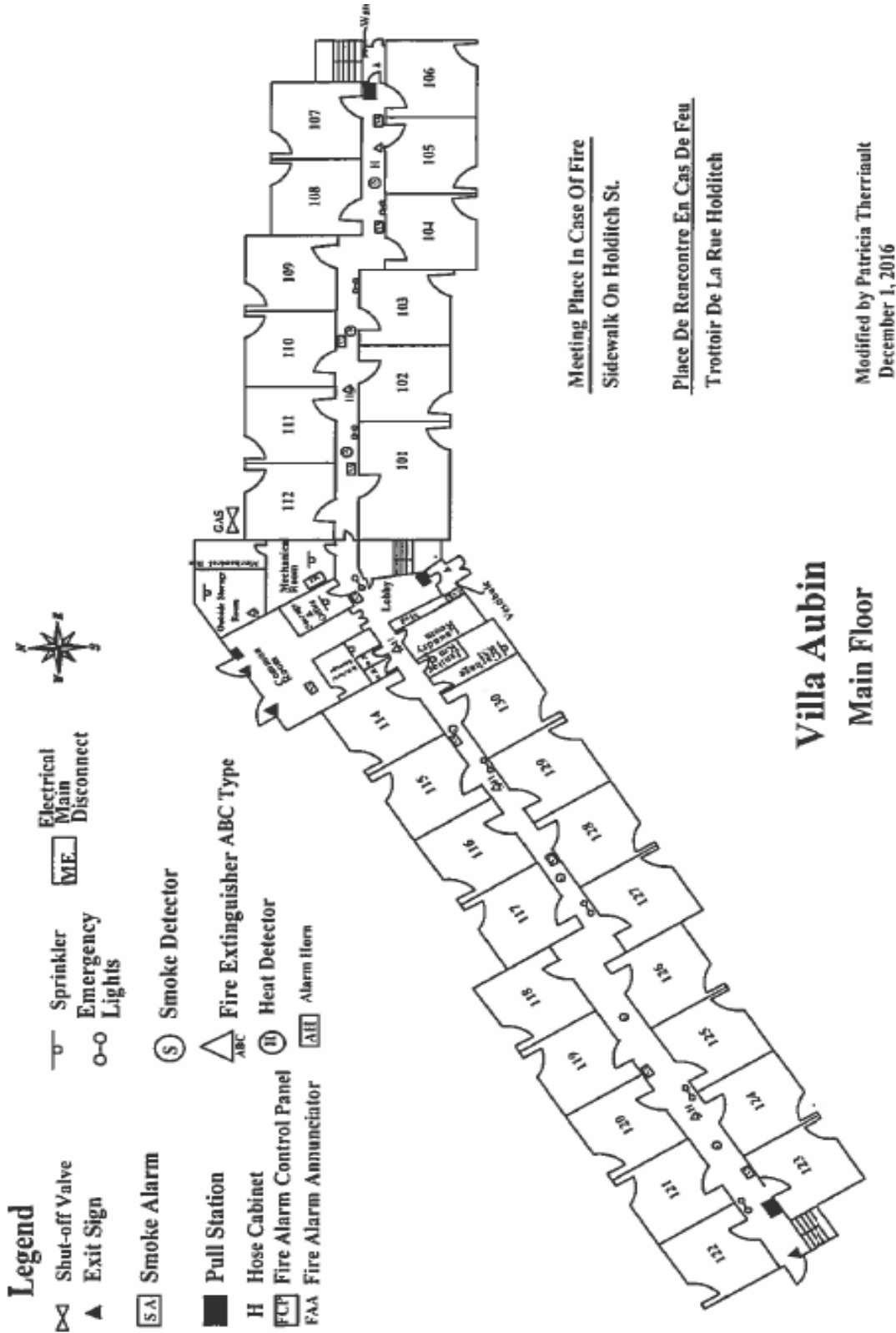
Office - located in middle of complex.

Please see [Appendix E](#) - Fire related Equipment in Buildings.



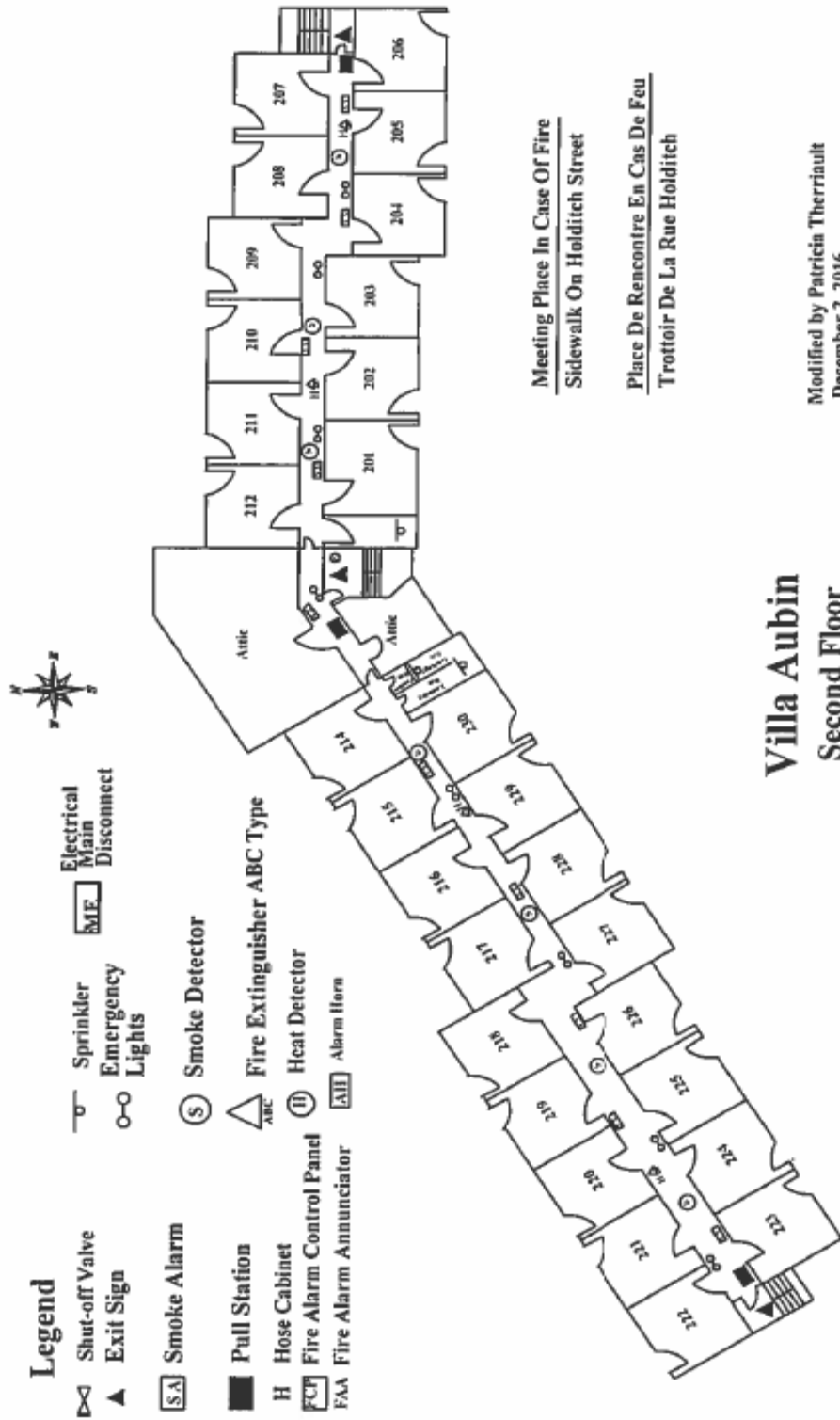


145 Holditch Street, Sturgeon Falls





145 Holditch Street, Sturgeon Falls

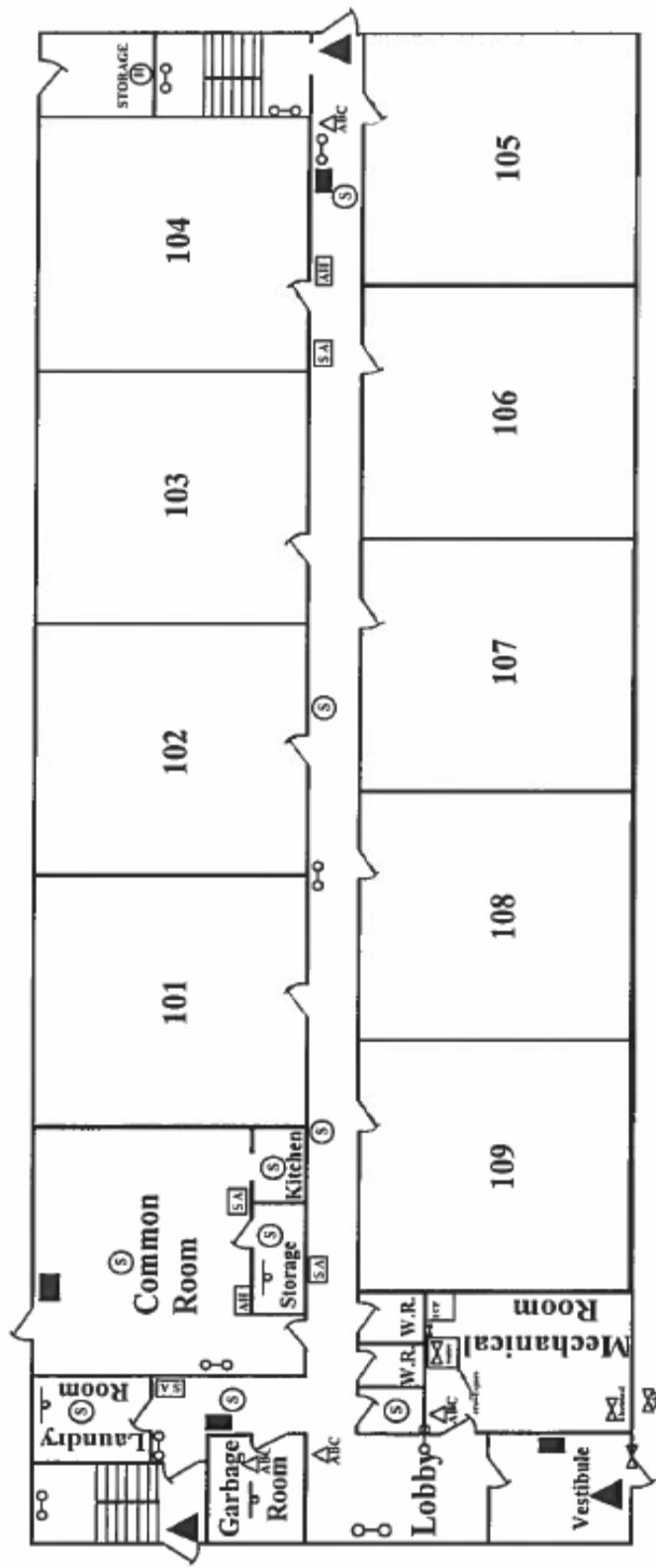




19 William Street, Sturgeon Falls

- Legend**
- Meeting Place In Case Of Fire
 - Parking Lot in Front of Garage
 - Place De Rencontre En Cas De Feu
 - Stationnement Pres du Garage

- Shut-off Valve
- Exit Sign
- Smoke Alarm
- Pull Station
- Fire Cabinet
- Fire Alarm Control Panel
- Fire Alarm Annunciator
- Sprinkler
- Emergency Lights
- Smoke Detector
- Fire Extinguisher-ABC Type
- Heat Detector
- Fire Alarm Annunciator



**19 William
Main Floor**

Modified by P. Therriault
December 2, 2016

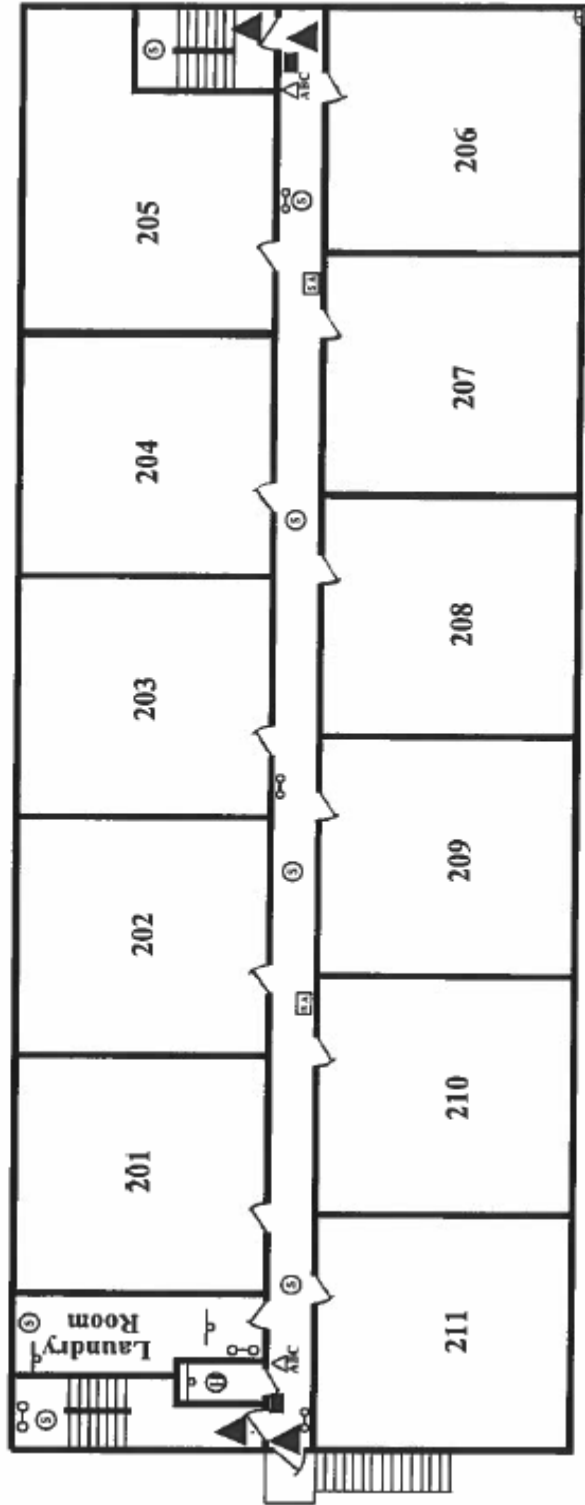


19 William Street, Sturgeon Falls

Meeting Place In Case Of Fire
Parking Lot in Front of Garage
Place De Rencontre En Cas De Feu
Stationnement Pres du Garage

Legend

- North
- Shut-off Valve
- Exit Sign
- Smoke Alarm
- Pull Station
- Hose Cabinet
- Fire Alarm Control Panel
- Fire Alarm Annunciator
- Sprinkler Emergency Lights
- Smoke Detector
- Fire Extinguisher ABC Type
- Heat Detector
- Alarm Horn



**19 William
Second Floor**
Modified by P.Therrault
December 2, 2016



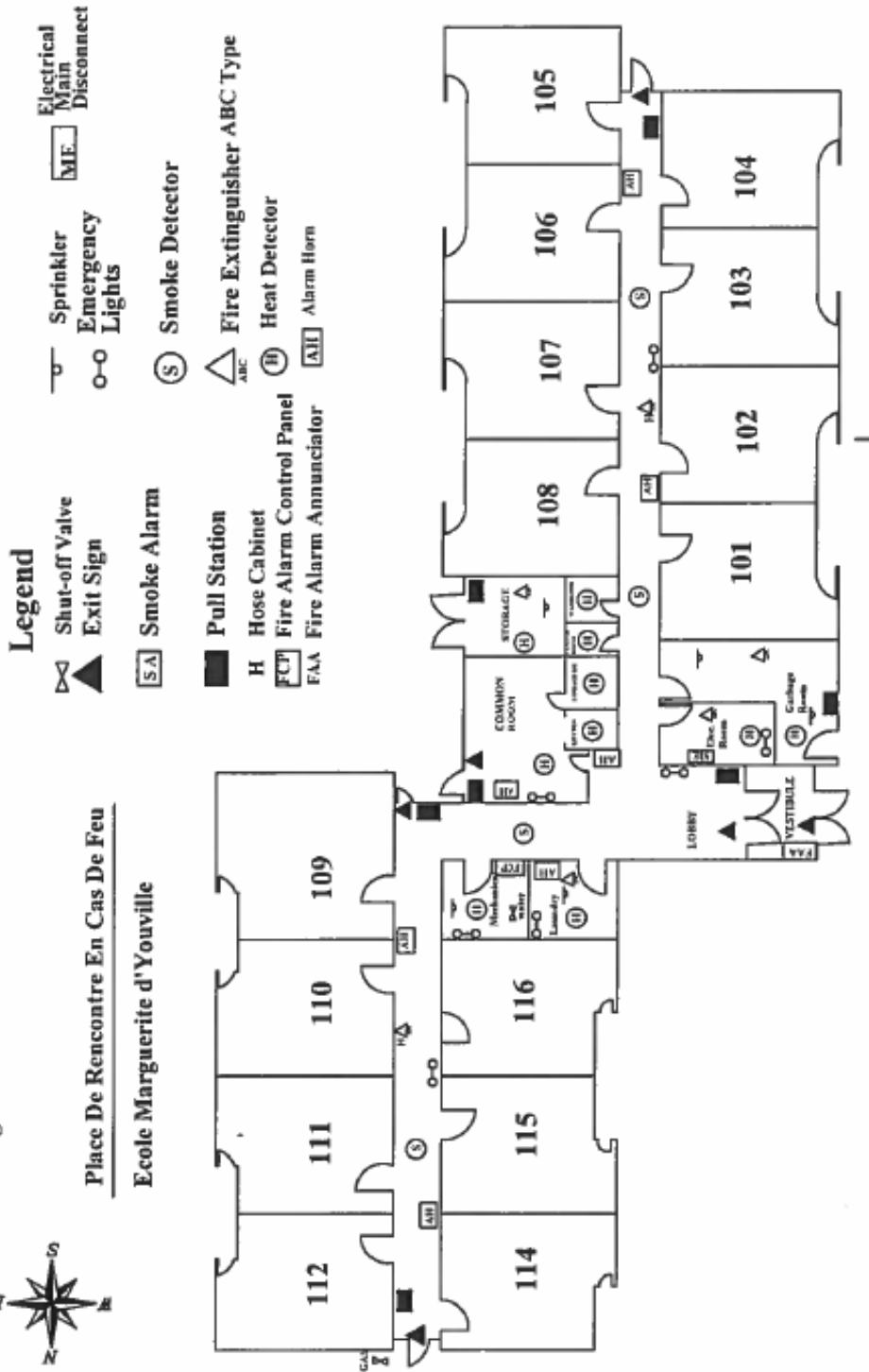
70 Principal Street, Verner

Meeting Place In Case Of Fire

Marguerite d'Youville School

Place De Rencontre En Cas De Feu

Ecole Marguerite d'Youville



**Verner
Floor Plan**

Modified by P. Therrault
December 2, 2016



Appendix E – Fire Related Equipment for Buildings

Buildings	Fire Alarm	Emergency Lighting	Smoke & Heat Detectors	No. Fire Extinguishers	No. Stand Pumps/ Fire Pumps	No. Fire Hoses	Sprinkler System
24 Grande Allee Field, ON 1 storey residential building	X Single Stage Mircom 1000	x	x	7			X Wet Limited 2" Ball valve + Flow Switch
70 Principal Street Verner, On 1 storey residential building	X Single stage Mircom 1000	x	x	7			X Wet Limited 2" OS+y & Flow switch
145 Holditch Street Sturgeon Falls, ON 2 storey residential building	X Single stage 4007ES Hybrid		x	16	10	10 all hoses replaced in 2020 hydro static testing required in 2025	X Wet Limited 4" OS + y
19 William Street Sturgeon Falls, ON 2 storey residential building	X Single Stage Mircom 1000		x	6			X Wet Limited 2" Ball valve + Flow switch
445 Poplar Street Mattawa, ON 2 storey residential building	X single stage Edwards 6616	x	x	9			X Wet Limited 2" Butterfly valve + Flow Switch

Request for Tender
RFP 2024-29: NDHC Fire Systems



Buildings	Fire Alarm	Emergency Lighting	Smoke & Heat Detectors	No. Fire Extinguishers	No. Stand Pumps/ Fire Pumps	No. Fire Hoses	Sprinkler System
465 Poplar Street Mattawa, ON 1 storey residential building	X single stage Mircom 1000	x	x	7			X Wet Limited 6" Incoming + 250GPM Fire pump
135 Worthington St. West, North Bay, ON 11 storey residential and commercial building	X single stage Mircom TXL- 1000	x	x	25	12	12 all hoses replaced in 2020 hydro static testing required in 2025	X Wet Limited 6" Incoming – Fire Pump Backflow
365 Lakeshore Drive North Bay, ON 8 storey residential building	X single stage Mircom TXL- 1000	x	x	32	24	24 all hoses replaced in 2020 hydro static testing required in 2025	X Wet Limited 6" Incoming + 250 GPM Fire pump
111 Carruthers Street North Bay, ON			X	2			
545 McNamara Street North Bay, ON			X	1			



APPENDIX F – TENDER SUBMISSION / APPLICATION FORM

All Proponents must fully complete Appendix F and provide detailed responses to each of the questions noted below. If you deem a question to be not applicable to you, you must explain or outline why it is so – do not leave any sections or individual questions blank.

Proponents may request a MS Word version of **Appendix F** by e-mailing dnssab.contracts@dnssab.ca.

Section 1: Proponent's Information

Proponent's must provide all requested information below; if any information is not provided, the Submission may be disqualified, at NDHC's sole discretion.

Company Name: _____
Company Address: _____
Project Lead: _____
Contact Email: _____
Contact Phone: _____

Section 2: Acknowledgment of Addendums

We acknowledge receipt of _____ addendums; and agree that the addendum/addenda form part of the RFT. I am aware that failure to acknowledge the correct amount of Addendum(s) may result in the disqualification of my Submission, at NDHC's sole discretion.

Section 3: Proponent's Declaration

Please initial beside each statement with which you agree. For NDHC's purpose, only those Proponent's who have accepted (initialed) each statement of the Proponent's Declaration will be considered; failure to agree to any statement may disqualify your Submission.

The Proponent hereby acknowledges and agrees:

To provide all Goods, Services and Construction, as more specifically set out and in accordance with the Solicitation Document, including but not limited to the Scope of Work, Specifications, Drawings, Addenda (if issued), etc. stated therein, which are expressly acknowledged and made part of this Contract.

I/WE have reviewed all documents associated with this RFT and agree to all its terms and conditions.

I/WE declare that the Submission submitted has been made entirely in accordance with the terms and conditions outlined in the Solicitation Document.

I/WE declare that this Submission is the only Submission submitted by us and that no other Submission was submitted, by us, using a different name, subsidiary, or by any other means.

I/WE declare that this Submission offers a single Solution and does not contain multiple Solutions and/or Pricing strategies based on distinct acceptance periods or conditions.



I/WE declare that this Submission was submitted by a Proponent (and all Subcontractor(s)) who is not an Opposing Party in legal action against NDHC.

I/WE declare that this Submission is made without collusion, connection, knowledge, comparison of figures or arrangement with any other Proponent, company, firm or persons making a submission and is in all respects fair and without collusion for fraud.

I/WE declare that the Proponent's company empowers the undersigned to negotiate all matters with NDHC's representatives relative to this Submission and any future Contract, and the person named below has the authority to submit this Application on behalf of the Proponent's Company.

I/WE declare that no persons associated with this Submission have initiated communication about this Application after it was issued and before the Closing Date or before one or more Contracts are entered in respect of the Scope of Work, which is its subject, with any member of NDHC's Personnel and/or the media.

I/WE declare that no person associated with this Submission has been convicted of a criminal offence, including but not limited to fraud or theft.

I/WE declare that no person associated with this Submission has been convicted of any quasi-criminal offence pursuant to applicable legislation or regulations, including but not limited to the Occupational Health and Safety Act, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Proponent for the health and safety of its workers, NDHC's employees, and/or the general public.

I/WE declare that no person associated with this Submission has committed professional misconduct, acts, or omissions that adversely reflect on the commercial integrity of the Proponent.

I/WE declare that if any future Contract is to be negotiated with NDHC regarding the subject matter herein, the negotiations and the Contract shall be governed, construed and enforced under the laws of the Province of Ontario and the federal laws of Canada.

I/WE, including Non-Resident Proponents, shall comply with all Federal, Provincial (Ontario) and Municipal Laws, Acts, Ordinances, regulations, and By-Laws that in any way pertain to the Scope of Work outlined in this RFT or to the employee of the Proponent.

I/We, including Non-Resident Proponents, shall charge applicable HST for Ontario.

I/WE agree that any and all employees or personnel subject to the provision of the Goods and/or Services completed in the Work will be properly trained under the Occupational Health and Safety Act, that every supervisor appointed is a 'competent person' as defined in the Act, and all Work shall comply with the Act's regulations.

I/WE agree to hold NDHC safe and harmless from any property damage; or claims by individuals or third parties, including any legal costs incurred by NDHC in connection therewith, on a solicitor/client basis, due to defective, damaged or unsuitable goods and/or services.

I/We acknowledge and agree that any issued Addendum/Addenda forms part of this RFT.

If the Submission is accepted, I/WE agree to furnish all required documentation, as required by the Solicitation Document within Ten (10) Calendar Days after notification of Award.



Section 4: Mandatory Requirements

Please ensure to answer all questions below as either a **Yes or No** based on your Submission and Company. Please note that if any question has an answer of *No*, your Submission may be disqualified.

YES	NO	I/WE can confirm that:
<input type="checkbox"/>	<input type="checkbox"/>	I/WE have submitted a copy of a current Business License or Letters of Incorporation.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE have submitted verification of Commercial General Liability Insurance coverage of at least \$5,000,000.00 per occurrence.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE will provide the certifications/licenses of all personnel that will work on the fire related equipment in this RFT. If you have multiple employees with different certifications, you will be required to provide NDHC with each certification for each related piece of fire equipment that person is qualified to work on
<input type="checkbox"/>	<input type="checkbox"/>	I/WE will submit a copy of a current Clearance Certificate from Workplace & Safety Insurance Board (WSIB).
<input type="checkbox"/>	<input type="checkbox"/>	I/WE will comply that all actions, work and services performed by the Contractor on behalf of NDHC shall be in accordance with the provisions set out in Appendix B .
<input type="checkbox"/>	<input type="checkbox"/>	I/WE will comply with the laws of Ontario in the provision of equipment, products or services including but not limited to the Occupational Health and Safety Act, the Ontario Fire Code, Electrical Safety Authority and must comply with any legislation and regulations which may be applicable to the performance of the contract, including the Accessibility of Ontarians with Disabilities Act, 2005, S.O. 2005, c.11 (the "AODA") and with all applicable statutes, regulations, policies and guidelines, whether Federal, Provincial or Municipal when performing any part of the contract.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE will complete all work in accordance with current Ministry of Labour, Ontario Building Code, Ontario Fire Code, Occupational Health & Safety Act, NFPA standards and regulations and all other applicable regulatory governing bodies.

Section 5: Experience Submission

All Proponents must provide a response to the Experience Submission by fully answering each of the questions noted below. If you deem a question to be not applicable to you, you must explain or outline why it is so. The use of PDF, word or PPT is acceptable. Supplemental materials in the form of an electronic file (PDF, Word, PPT, Excel) are also acceptable.

Experience and Qualifications:

(a) Company Overview:

Provide a description of your organization including the following details:

- Number of years in business
- Legal Structure of the contractor: Corporation / Sole Proprietor / Partnership / Other
- Total number of employees in your company
- Highlight any unique aspects that set your organization apart from competitors.
- Explain briefly how your firm's capacity and resources line up with the project requirements.



(b) Previous Experience with Similar Projects:

Provide information on at least three contracts of similar scope in this class of work that were undertaken in the last five (5) years. Details must include:

- A description of the nature of the services that were provided
- A date when the work was undertaken
- Size of project
- Describe any challenges that occurred during the project, including how they were resolved, timeline of the resolution, and any impact to the client

Section 6: Tender Submission Form

All Proponents must provide a response to the Tender Submission by fully answering each of the questions noted below. If you deem a question to be not applicable to you, you must explain or outline why it is so. The use of PDF, Word or PPT is acceptable. Supplemental materials in the form of an electronic file (PDF, Word, PPT, Excel) are also acceptable.

TENDER SUBMISSION FORM:

- a) Provide a detailed timetable outlining your work plan to address the specific deliverables and requirements identified. Explain your strategy on how you will sustain and prevent delays to the timelines provided to meet the required goals and objectives.
- b) How does your organization keep yourself and staff informed of changes in regulations, products, techniques and safety?
- c) Please describe any customer service or sensitivity training your employees may have received.
- d) Please describe your approach to mitigating and managing any equipment related risks.



APPENDIX G – FINANCIAL SUBMISSION FORM

The Bidder hereby Bids and offers to enter a Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Request for Tender, at the unit prices, and/or lump sums, hereinafter stated. HST is additional to the prices given.

Do not enter \$0.00 dollars unless you are providing the line item at no dollar value to NDHC.

Please note proponents may use alternative or organizational specific templates to convey pricing. It is the proponent’s responsibility to ensure all costs are identified per Schedules below. Costs will be calculated and evaluated on NDHC’s Total Acquisition Cost over a three-year period.

Proponents may request a MS Word or MS Excel version of **Appendix G** by e-mailing dnssab.contracts@dnssab.ca.

Bid Submission Form Price Schedule # 1

Cost per Building per Year

Buildings	Cost Year 1	Cost Year 2	Cost Year 3	Total cost for all 3 years
24 Grande Allee, Field				
70 Principal Verner				
145 Holditch St. Sturgeon Falls				
19 William St. Sturgeon Falls				
445 Poplar St. Mattawa				
465 Poplar St. Mattawa				
135 Worthington St. North Bay				
365 Lakeshore Dr. North Bay				



111 Carruthers St. North Bay				
545 McNamara North Bay				

Bid Submission Form Price Schedule # 2

**Fire Extinguishers
Additional Work**

Fire Extinguisher(s) which at some time during the contract term may require the following work listed below. This will be based on a per fire extinguisher basis per location and on the task required below. HST is additional to the prices given.

6 Year Dump & Re-Charge (per extinguisher/location)

	Year 1	Year 2	Year 3
1) Field	\$ _____	\$ _____	\$ _____
2) Mattawa	\$ _____	\$ _____	\$ _____
3) North Bay	\$ _____	\$ _____	\$ _____
4) Sturgeon Falls	\$ _____	\$ _____	\$ _____
5) Verner	\$ _____	\$ _____	\$ _____

**Additional extinguishers not listed in this RFQ please state the below on a per extinguisher basis.

\$ _____ \$ _____ \$ _____



12 Year Hydrostatic Test Dump & Re-Charge (per extinguisher/location)

		Year 1	Year 2	Year 3
1)	Field	\$ _____	\$ _____	\$ _____
2)	Mattawa	\$ _____	\$ _____	\$ _____
3)	North Bay	\$ _____	\$ _____	\$ _____
4)	Sturgeon Falls	\$ _____	\$ _____	\$ _____
5)	Verner	\$ _____	\$ _____	\$ _____

**Additional extinguisher not listed in the RFQ please state the below on a per extinguisher basis.

\$ _____ \$ _____ \$ _____

Prices must be good for a minimum of 60 days.



APPENDIX H – REFERENCE FORM

Please provide a minimum of two (2) unique references from companies (DNSSAB and NDHC excluded) for whom you have supplied, installed, and/or supported with the same or similar scope and magnitude of work requested in this RFT within the past five (5) years. Provision of a third reference is optional to the Proponent.

NDHC reserves the right to contact any references provided by e-mail or phone, to have them complete a standard reference form for NDHC review. All references will be conducted evenly with the same template

Reference Received (combined) will be scored as a Pass/Fail within the overall RFT score.

Description	Reference No. 1	Reference No. 2	Reference No. 3 (Optional)
Has the Referee been Informed?			
Referee's Company			
Referee's Full Name			
Referee's Job Title			
Referee's Email Address			
Referee's Phone Number and Extension			
Description of goods and/or services provided			
Value of goods and/or services provided (\$)			
Date work commenced (month & year)			
Date work ended (month & year)			

Completed by:

I authorize the District of Nipissing Social Services Administration Board to contact the above references, as well as, complete verification for required licenses and/or credentials.

Company

Authorized Signature

Name

Title

I HAVE THE AUTHORITY TO BIND THE CORPORATION

APPENDIX I – TERMS AND CONDITIONS

5.0 Definitions

In this RFT and any other documents, as determined by NDHC, forming part thereof, words and expressions parenthetically defined shall have the meaning therein provided; however, all capitalized terms noted below shall have the following meanings regardless of such definitions applying to both the singular and plural forms of any such words and terms:

"Addenda" means documents made available by NDHC or DNSSAB which amends or clarifies the RFT.

"Administration Cost" means any expenditure incurred by the Proponent in the course of its regular or ongoing operations that enable the Proponent to provide the Goods and/or Services, including salaries, wages and benefits for administrative staff and back-office functions (such as those providing accounting, reporting, IT support, communications, security, and human resources and program management functions); salaries, wages, and benefits for staff associated with planning, managing and evaluating services; legal and accounting fees; bank fees; postage fees; courier fees; telephone fees; internet fees; contracted expenses for service delivery (i.e., security costs, IT, equipment, training, Consultant, printing etc.); and lease or finance/interest costs attributed to administrative functions.

"After Hours" means the provision of Goods and/or Services after Business Hours which may not adhere to the Business Day and, therefore, might include Saturday-Sunday, statutory or civic holidays observed in the Province of Ontario or by the NDHC, in addition to services being offered Monday to Friday.

"AODA" means the Accessibility for Ontarians with Disability Act, 2005, SO 2005, Chapter 11, as may be amended from time to time and all regulations thereunder.

"Appendix" means supplementary informative documentation prepared by the Client and/or the submission forms necessary for a Proponent to submit as part of their RFT submission.

"Board" means the governing board of directors for the District of Nipissing Social Services Administration Board or the governing board of directors for the Nipissing District Housing Corporation.

"Business Day" means Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario and by NDHC.

"Business Hours" means 8:30 a.m. to 4:30 p.m. on a Business Day.

"CAO" means the Chief Administrative Officer of the District of Nipissing Social Services Administration Board or designate.

"CEO" means the Chief Executive Officer of the Nipissing District Housing Corporation.

"Closing Date" means the date and time noted in ss. 1.6 wherein the submission of a Tender is due.

"Company" means any person, Entity, corporation, or business that has acquired copies of the RFT and therefore is interested and/or intends to submit a Tender in response.

"Confidential Information" means information that may have economic value from not being generally known and/or is subject to efforts that are reasonable under the circumstances to maintain its secrecy; it may include information contained in formulas, patterns, compilations, programs, methods, techniques, processes, products, services, devices, mechanisms and any Personal Information.

"Conflict of Interest" includes situations wherein a Proponent (including members of their family) and/or any person associated with a Tender:

- can personally benefit financially from their involvement;
- can gain an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage in relation to the selection of a Preferred/Successful Proponent;
- where its other commitments, relationships, or financial interests could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; and/or
- where it could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations; and/or
- where Personnel of the District of Nipissing Social Service Administration Board and/or Nipissing District Housing Corporation (including board members and employees at or above the level of supervisor) can receive a personal and/or financial benefit and:
 - Where the personal or business interests of a board member, officer or agent of the Board are in conflict with the interests of NDHC; or
 - where a personal gain, benefit, advantage or privilege is directly or indirectly given to or received by a board member, officer or agent or a person related to any one of them as a result of a decision by the Board;
 - where the Board giving a direct or indirect gain, benefit, advantage or privilege to a board member, officer or agent or a person related to any one of them;
 - where a board member, officer or agent or a person related to any one of them receiving a direct gain, benefit, advantage or privilege from NDHC as a result of the person's position with the Board;
 - where NDHC, in offering housing accommodation or in setting rents or other occupancy charges, gives any advantage or privilege to Personnel who are tenants that are not available to tenants who are not Personnel.

"Contract" means the agreement, intended to be enforceable by law, negotiated between NDHC and the Consultant, which shall further refine the expectations, obligations, terms and conditions contemplated by this RFT and which has been mutually executed.

"District" means the area known as the District of Nipissing.

"DNSSAB" means District of Nipissing Social Services Administration Board and any other government agency or Board on behalf of which DNSSAB is acting, including the Nipissing District Housing Corporation. For this RFT, DNSSAB shall mean the Entity negotiating and awarding the Contract.

"Evaluation Committee" means the relevant representation from NDHC, as selected by NDHC, which may include third-party advisors that evaluate Tenders and recommend, to NDHC, a Preferred Proponent. The Evaluation Committee does not have the authority to bind NDHC.

"FIPPA" means the Freedom of Information and Protection of Privacy Act, RSO 1990 C. F.11, as may be amended from time to time and all regulations thereunder.

"Goods" means any item of intellectual and/or tangible personal property proposed by the Proponent and may include:



- Deeds and instruments relating to or evidencing the title or right to such intellectual property, personal property and/or chattels and/or a right to recover or receive such property;
- Tickets or like evidence of the right to be in attendance at a particular place at a particular time or times or of a right to transportation;
- Energy, however, generated;
- Vehicles or any other motorized form of transportation;
- Items of tangible personal property intended for installation as a fixture or for incorporation into the land, a building or structure, or ornamental or industrial trees, grass sod, flowering plants, shrubs, soil, seed or fertilizer.
- Construction resources, plans, materials and/or equipment.
- Artistic creations, including design, schematics, literary, media, music, representation, photo, workshops, seminars, and/or drawings.
- Any documentation (materials, books, videos, articles) related to the installation, implementation, training, support, and maintenance of the item of procurement.
- Computer infrastructure (server or cloud-based), hardware and/or Software.

"Include," "includes," and "including" denote that the subsequent list is not exhaustive.

"May/should" denotes permissive (not mandatory).

"MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c. M.56, as may be amended from time to time and all regulations thereunder.

"Must/shall/will" denotes imperative (mandatory). Tenders not satisfying mandatory requirements will be non-compliant and may not be considered further at NDHC's sole discretion.

"NDHC" means the Nipissing District Housing Corporation, and any other government or Company or Board on behalf of which NDHC is acting.

"Opposing Party" means a Proponent with an outstanding, unresolved claim or legal proceeding against NDHC or a Proponent against whom the NDHC has an outstanding, unresolved claim or legal proceeding.

"Participating Entity" includes any other entities other than the Proponent who is included in the Tender as either an affiliate, associate, partner, Consultant, sub-consultant, contractor, sub-contractor, sub-processor, subsidiary, third-party service provider, distributor, dealer, and/or reseller necessary for the provision of the Proponent's Solution for the requested Scope of Work.

"Party" means NDHC and/or the Proponent, as the context may require.

"Personal Information" means any identifiable information about an individual that is therefore required to be protected pursuant to MFIPPA or any other laws (including regulations and common law) pertaining to the protection of personal, health, or insurance information.

"Personnel" means board members, employees, partners, shareholders, directors, officers, agents, assigns, representatives, contractors, subcontractors, sub-service providers, consultants, sub-consultants, temporary agencies, volunteers or anyone for whom at law a Party is responsible for in connection with or in any way related to the delivery and/or performance of obligations under this RFT and/or Contract.

"PHIPA" means the Personal Health Information Protection Act, 2004, SO 2004, c. 3, as may be amended from time to time and all regulations thereunder.



"PIPEDA" means the Personal Information Protection and Electronic Documents Act (SC 2000, c. 5), as may be amended from time to time and all regulations thereunder.

"Preferred Proponent" means the Proponent (s) short-listed by the Evaluation Committee, who is then recommended to NDHC.

"Price" means the charges, fees, and/or quotes provided by the Proponent in its Tender as the total acquisition costs for its Solution.

"Procurement Representative" means the representative of NDHC, designated by NDHC, who is the primary contact person regarding this RFT, particularly its procurement processes.

"Programming Cost" means payments, benefits and/or expenditures reasonably proposed by the Proponent to be necessary to achieve the Solution outlined in the Tender.

"Proponent" means a legal entity, being a person, partnership, firm or corporation that has submitted a Tender in response to this RFT. Proponent includes any entity affiliated or related to the Proponent (including any entity with the same directing mind as the Proponent) as solely determined by NDHC.

"Tender" means the submitted information, documents and/or forms as requested by NDHC under s. 3, which are provided and/or completed by a Proponent as a response to NDHC's request for the Goods and/or Services specified in the Scope of Work.

"Qualified Tender" means that the Proponent and/or their Tender has not been disqualified.

"Responsible Proponent" means a Proponent who can fully perform the contract requirements and has the integrity and reliability to ensure the performance of the contractual obligations.

"RFT" means this solicitation document and includes any incorporated Appendices and Addenda issued by NDHC that describe the Goods and/or Services to be purchased by NDHC and the terms upon which the Goods and/or Services are to be purchased.

"Scope of Work" means the need, problem, and/or project to which NDHC seeks Goods and/or Services through this RFT, detailed in Part 2.

"Service" means the work and/or tasks to be taken by the Proponent to meet the expectations, requirements, milestones, targets and/or deliverables outlined in the Scope of Work, inclusive of any description, whether commercial, industrial, trade, or otherwise, of all professional, technical and artistic, goods, services, and the transporting, acquiring, supplying, storing and otherwise dealing with any action, construction, project, activity, support, and/or program required for the satisfactory completion of the Scope of Work and any terms and conditions associated with any ensuing Contract.

"Solution" means the proposed Good and/or Service which address NDHC requirements and expectations as outlined in the Scope of Work.

"Staffing Cost" means the proposed wages, mandatory employment-related costs (as required by law) or benefits (as required by a collective agreement or company policy) requested by the Proponent which have been reasonably proposed to be necessary to their Solution.

"Successful Proponent" means the Proponent selected by NDHC for contract negotiations.

"WSIA" means the Workplace Safety and Insurance Act, 1997, SO 1997, c.16, Sch. A, as may be amended from time to time and all regulations thereunder.

"WSIB" means Workplace Safety and Insurance Board.

5.1 General Information and Instructions

(A) Deemed Acceptance

(1) By responding to this RFT, Proponents agree to accept all terms and conditions incorporated into this RFT into their submission and agree by any decision of NDHC, including the evaluation of Proponents qualifications as final. By submitting a Tender, the Proponent also confirms that it has received, or has had the opportunity to obtain, independent legal advice in connection with its RFT review and Proposal, preparation, and has read this RFT in its entirety, understands its content, and is submitting its RFT freely and voluntarily (without duress or undue influence from any party) with full capacity and authority to do so.

(B) Proponents to Follow Instructions

(1) Proponents should structure their Tenders in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a Tender should reference the applicable part, section, subsection, or paragraph numbers of this RFT.

(B) Information in RFT Only an Estimate

(1) The NDHC and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFT or an Addenda, appendices, data, materials, or documents (electronic or otherwise) attached or provided to the Proponents pursuant to this RFT.

(2) The NDHC and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the work. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFT.

(C) Proponents Shall Bear Their Own Costs

(1) The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its Tender, including, if applicable, costs incurred for interviews, and/or presentations.

5.2 Communication after Issuance of RFT

(A) Proponents to Review RFT

(1) Proponents shall promptly examine all of the documents comprising this RFT, and

(a) Shall report any errors, omissions, or ambiguities; and



(b) May direct questions or seek additional information in writing by email to the NDHC Procurement Representative on or before the Deadline for Questions. All questions submitted by Proponents by email to the NDHC Procurement Representative shall be deemed to be received once the email has entered into the Representative's email inbox. No such communications are to be directed to anyone other than the Procurement Representative. The NDHC is under no obligation to provide additional information, and NDHC shall not be responsible for any information provided by or obtained from any source other than the Tender Contact.

(2) It is the responsibility of the Proponent to seek clarification from the Tender Contact on any matter it considers to be unclear. The NDHC shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFT or its process.

(B) All New Information to Proponents by Way of Addenda

(1) This RFT may be amended only by an addendum in accordance with this subsection. If the NDHC, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of this RFT.

(2) Such addenda may contain important information, including significant changes to this RFT. Proponents are responsible for obtaining all addenda issued by the NDHC.

(C) Post-Deadline Addenda and Extension of Submission Deadline

(1) If any addendum is issued after the Deadline for Issuing Addenda, the NDHC may at its discretion extend the Submission Deadline for a reasonable period of time.

(D) Verify, Clarify and Supplement

(1) When evaluating responses, NDHC may request further information from the Proponent or third parties in order to verify, clarify, or supplement the information provided in the Proponent's RFT. The NDHC may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

(E) No Incorporation by Reference

(1) The entire content of the Proponent's RFT should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's Proposal will not be considered to form part of its RFT.

(F) RFT to Be Retained by the NDHC

(1) The NDHC will not return the RFT, or any accompanying documentation submitted by a Proponent.

5.3 Debriefing

(A) Debriefing – Following Award

(1) Upon written request from any Proponent, the NDHC may provide a more detailed oral debriefing either by phone or in person, as required by the Proponent. The written request shall be submitted to the Procurement Representative no later than 15 calendar days after notification of award.

(2) The acceptance of the successful Tender shall not be discussed during a debriefing.



5.4 Prohibited Conduct

(A) Proponent Not to Communicate with Media

(1) A Proponent may not at any time directly or indirectly communicate with the media in relation to this RFT, or any agreement entered into pursuant to this RFT, without first obtaining the written permission of the Tender Contact.

(B) No Lobbying

(1) A Proponent may not, in relation to this RFT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent.

(C) Illegal or Unethical Conduct

(1) Proponents shall not engage in any illegal business practices, including but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud, or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, other inappropriate communications, offering gifts to members of the Board of Directors, employees, officers or other representatives of the NDHC; deceitfulness, submitting Tenders containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

(D) Past Performance or Inappropriate Conduct

(1) The NDHC may prohibit a Proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.

(2) Such inappropriate conduct shall include, but not be limited to the following:

- (a) All the conducts as described in Part 4 – Section 4.4;
- (b) The refusal of the Proponent to honour its pricing or other commitments made in its RFT; or
- (c) Any other conduct, situation or circumstance determined by NDHC, in its sole and absolute discretion, to constitute a Conflict of Interest.

5.5 Confidential Information

(A) Confidential Information of NDHC

(1) All information provided by or obtained from the NDHC in any form in connection with this RFT either before or after the issuance of this RFT:

- (a) Is the sole property of NDHC and must be treated as confidential;
- (b) Is not to be used for any purpose other than replying to this RFT and the performance of any subsequent Contract;



(c) Must not be disclosed by the Proponent to any person, other than persons involved in the preparation of the Proponent's RFT or the performance of any subsequent Contract, without prior written authorization from the NDHC; and

(d) Shall be returned by the Proponents to the NDHC immediately upon the request of the NDHC.

(B) Confidential Information of Proponent

(1) A Proponent should identify any information in its RFT, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the NDHC. The confidentiality of such information will be maintained by the NDHC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Tenders will, as necessary, be disclosed, on a confidential basis, to the NDHC advisors retained for the purpose of evaluating or participating in the evaluation of their Tenders. If a Proponent has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted to the NDHC Contact.

5.6 Procurement Process Non-Binding

(A) No Contract and No Claims

(1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by law applicable to direct commercial negotiations.

(2) For greater certainty and without limitation:

(a) Neither the Proponent nor the NDHC shall have the right to make any claims (in Contract, tort, equity or otherwise) against the other with respect to the award of a Contract, failure to award a Contract or failure to honour a response to this RFT.

(B) No Contract until Execution of Written Contract

(1) The RFT process is intended to identify the highest ranked Proponent for the purposes of entering into a Contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and the NDHC by the RFT process until the issuance of a purchase order for the acquisition of such goods and/or services.

(C) Non-Binding Price Estimates

(1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the ranking of the Proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or Contract award.

(D) Disqualification

(1) NDHC may disqualify the Proponent or rescind a Contract subsequently entered into if the Proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading, or incomplete information.

(2) Proponents may be excluded from eligibility to submit, or a submitted RFT may be summarily rejected, where the Evaluation Committee, in their sole, final, binding opinion, has determined that either the Proponent and/or RFT, as per the context, fits the circumstances of one or more of the following disqualification items:



- RFT is one of two or more Tenders submitted by same Proponent, whether under the same or different names or as multiple options within the Tender.
- Proponent did not attend any mandatory site meetings (if applicable)
- RFT was submitted or received after the Closing Date
- RFT is submitted in any way other than electronically through an e-mail to dnsab.contracts@dnsab.ca.
- Collusion with one or more other Companies and/or Proponents
- The RFT is submitted by a Proponent that has a Conflict of Interest
- The RFT was submitted by a Proponent that is not a Responsible Proponent
- The RFT was submitted by a Proponent that is an Opposing Party.
- The RFT is incomplete, conditional, illegible, obscure or limited in any way.
- Tender's Prices appear to be as unreasonable and/or unbalanced as to likely affect the interest of NDHC adversely.
- RFT is executed by a person who does not have the authority to bind the Proponent's Company.
- Proponent who has initiated communication with Personnel of NDHC other than the Procurement Representative, and/or the media.
- The RFT contains a limitation or qualification on the NDHC's right to publicly disclose the Proponent's name and, if applicable, any RFT's Price and/or Cumulative Score.
- Proponent's past performance or past conduct during a previous procurement process and/or Contract resulted in higher ultimate costs, unsatisfactory results/performance, difficulties, and/or did not provide the best value to NDHC.
- By responding to this RFT, Proponents will be deemed to have agreed that any decision by the Evaluation Committee to disqualify a Tender or Proponent will be final and binding.

5.7 Reserved Rights

The NDHC reserves the right to:

- a) Amend or modify the scope of a project, and/or cancel or suspend the RFT Solicitation at any time for any reason.
- b) Require Proponents to provide additional information after the Closing Date for the RFT Solicitation to support or clarify their Tenders.
- c) Not accept any or all Tenders.
- d) Not accept a RFT from a Proponent who is involved in litigation, arbitration, or any other similar proceeding against NDHC.
- e) Reject any or all Tenders without any obligation, compensation, or reimbursement to any Proponent or any of its team members.
- f) Withdraw a RFT Solicitation and cancel or suspend the RFT Solicitation process.
- g) Extend, from time to time, any date, any time period or deadline provided in a RFT Solicitation (including, without limitation, the RFT Solicitation Closing Date), upon written notice to all Proponents.
- h) Assess and reject a RFT on the basis of



- i. Information provided by references;
 - ii. The Proponent's past performance on previous Contracts;
 - iii. Information provided by a Proponent pursuant to the NDHC exercising its clarification rights under the Tender Solicitation process;
 - iv. The Proponent's experience with performing the type and scope of work specified including the Proponent's experience;
 - v. Other relevant information that arises during a Tender Solicitation process.
- i) Waive formalities and accept Tenders which substantially comply with the requirements of the RFT Solicitation.
- j) Verify with any Proponent or with a third party any information set out in a Tender.
- k) Disqualify any Proponent whose RFT contains misrepresentations or any other inaccurate or misleading information.
- l) Disqualify any Proponent who has engaged in conduct prohibited by the RFT Solicitation documents.
- m) Make changes including substantial changes to the RFT documents provided that those changes are issued by way of an addendum in the manner set out in the RFT Solicitation documents.
- n) Select any Proponent other than the Proponent whose RFT reflects the lowest cost to the NDHC.
- o) Cancel a RFT Solicitation process at any stage.
- p) Cancel a RFT Solicitation process at any stage and issue a new Tender Solicitation for the same or similar deliverable.

5.8 Governing Law and Interpretation

A. Governing Law

(1) The terms and conditions in this Part 5:

- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-Contractual discussions in accordance with the common law governing direct commercial negotiations); and
- (c) Are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

End of Part 5 and RFT