

# Request for Proposals

RFP 2024-46

Upper Roof Replacement – 135 Worthington St. W.

|                        |                              |
|------------------------|------------------------------|
| Date issued:           | 24-September-2024 at 4:00 PM |
| Question Deadline:     | 03-October-2024 at 4:00 PM   |
| Site Visit:            | 01-October-2024 at 10:00 AM  |
| Closing Date and Time: | 11-October-2024 at 1:00 PM   |



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## PART 1 – INTRODUCTION

### 1.1 **Invitation to Proponents**

This Request for Proposal (RFP) is an invitation by the Nipissing District Housing Corporation (NDHC) to prospective Proponents to submit an Application and Quote (Proposal) to install a Modified Bitumen roof on the upper roof of 135 Worthington Street W, North Bay, Ontario.

The NDHC is requesting Proposals from Proponents who are both interested and capable of providing roofing services. The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the Request for Proposal (RFP). The NDHC is requesting a Proposal for all labour, materials, transportation, equipment and timelines to perform the installation of a new upper roof at the specified property.

The specific property location for this RFP is **135 Worthington St. W., North Bay Ontario, P1B 3B3.**

### 1.2 **Organizational Background**

The Nipissing District Housing Corporation (NDHC) manages over 830 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 **General Acceptance**

Submission of a Proposal indicates acceptance by the respondent of all the conditions contained in this RFP, including **Appendix F – Terms & Conditions of RFP**, unless clearly and specifically noted in the Application submitted and further confirmed in the formal Contract between the NDHC and the Proponent.

Proposals 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.

### 1.4 **RFP 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](mailto:dnssab.contracts@dnssab.ca)

### 1.5 **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 RFP. The Proponent is responsible for obtaining all the information necessary to prepare a Proposal.



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

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.

#### **1.6 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 RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>

#### **1.7 Follow Instructions**

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

### PART 2 – PROJECT OVERVIEW

#### **2.1 Introduction & Appendices**

The Nipissing District Housing Corporation is requesting a Proposal for all labour, materials, transportation, equipment and timelines to replace and install a new metal roof at the desired property.

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

- a) [Appendix A – Specifications and Scope of Work](#)
- c) [Appendix B – Application Submission: Mandatory Requirements, Experience & Schedule Submission](#)
- d) [Appendix C – Pricing Form](#)
- e) [Appendix D – Reference Form](#)
- f) [Appendix E – Evaluation Criteria](#)
- f) [Appendix F – RFP Terms and Conditions](#)

#### **2.2 Workplace Expectations**

Prior to beginning any work, the contractor must submit to NDHC their employee's "Working at Heights Certificates" for all persons that will be doing the work stated above.



Contractors will rope off the area below the roof, and clearly mark with visible signs indicating that work is taking place above. The Contractor will be responsible to ensure that the site is left in a safe condition to protect the residents and the public at all times. This may include barricade and fencing at the discretion of the contractor.

The Contractor will coordinate the work with NDHC, so proper tenant notification can be provided to residents of the building.

Contractors will make any and all areas affected by the work weather tight between removal and installation of new roofing. The contractor may be held responsible for any damage or leaks should the contractor have left the area being worked on unprotected at the end of the work day.

Work will follow Ontario Building Code Requirements at a minimum. The scope can exceed the minimum requirement if written to do so in the scope as the owner may wish to get a higher quality of materials and services.

### **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 RFP 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 RFP, until the above documentation has been received.



**2.5 Working at Heights Certification**

Proponents must have a current Working at Heights Certificate in order to go onto the roof and this documentation must be given to NDHC prior to the start of the work. It is the Contractor’s responsibility throughout the duration of the contract that current WSIB and Liability Insurance has been provided.

**2.6 Building Permits**

Should a building permit be required the Contractor will be responsible to obtain the building permit. Contractor will submit a copy of this permit to NDHC via email, prior to starting the work. The contractor will ensure that the price for the permit has been incorporated in their bid price.

**2.7 Locations and Property Description**

135 Worthington St. W. North Bay, Ontario P1B 3B3.

**2.8 Mandatory Site Visit**

Bidders must attend a mandatory site meeting scheduled for 10:00 am on 01-October-2024 at 135 Worthington St. W., North Bay. Bidders can examine site conditions, review the documents' terms, conditions, and specifications and ascertain the work involved. Bidders are encouraged to bring their materials, such as a camera, measuring tape, notepaper and any other materials, to the site to examine conditions.

**PART 3 – EVALUATION OF PROPOSALS**

**3.1 Timetable**

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

| <b>ITEM</b>                  | <b>DATE</b>            | <b>TIME</b>    |
|------------------------------|------------------------|----------------|
| Issue Date                   | 24-September-2024      | 4:00pm         |
| <b>Site Visit</b>            | <b>01-October-2024</b> | <b>10:00am</b> |
| Deadline for Questions       | 03-October-2024        | 4:00pm         |
| Deadline for Issuing Addenda | 07-October-2024        | 4:00pm         |
| <b>Closing Date</b>          | <b>11-October-2024</b> | <b>1:00pm</b>  |



### **3.2 Timeline Submission Instructions**

Proposals received 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 Proposal 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 RFP 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 RFP.

### **3.4 Confirmation of Submission**

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

### **3.5 Amendment of Proposals**

Proponents may amend their Proposals 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 RFP title and number and full legal name of the Proponent. Any amendment should clearly indicate which part of the RFP the amendment is intended to affect.

### **3.6 Withdrawal of Proposals**

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal. 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 Proposals.

### **3.7 Questions**

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information by e-mailing the Procurement Representative at [dnssab.contracts@dnssab.com](mailto: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](http://www.dnssab.ca) or through [www.bidsandProposals.com](http://www.bidsandProposals.com). If Addenda is issued after the deadline date, the closing date may be adjusted accordingly.



### **3.9 Stages of Proposal Evaluation**

The NDHC will conduct the evaluation of Proposals 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 Submission Form
- (c) Stage 3 – Schedule Review and Submission
- (d) Stage 4 – Evaluation of Pricing
- (e) Stage 5 – References
- (f) Stage 6 – Selection and Final Negotiation

#### **Stage 1 - Mandatory Requirements**

Stage 1 will consist of a review to determine which Proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration. Proposals 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 B](#). Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms.

#### **Stage 2 – Experience Submission Form**

For Stage 2, each Proponent must complete an Experience Submission Form. Further detail can be found in [Appendix B](#). The RFP must be signed by an authorized representative of the Proponent.

#### **Stage 3 – Schedule Review Submission Form**

For Stage 3, each Proponent must complete a Schedule Review Submission Form. Further detail can be found in [Appendix B](#). The RFP must be signed by an authorized representative of the Proponent.

#### **Stage 4 – Evaluation of Pricing**

For Stage 4, each Proponent must complete the Pricing Form located in [Appendix C](#) 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 5 - References**

Each Proponent must complete the Reference Form ([Appendix D](#)) and include it with its submitted RFP. Reference follow-up will be conducted with all shortlisted Proponents.





### **Other Mandatory Requirements**

Each RFP must:

- a) Be in English
- b) Be for the entire Scope of Work as described in [Appendix A](#) of this RFP. Incomplete Proposals or Proposals for only part of the Scope of Work may be disqualified.

### **Evaluation and Pricing**

Stages 1-5 will consist of a scoring by NDHC of each qualified RFP based on the Evaluation Criteria outlined in [Exhibit E](#) of this RFP.

#### **3.10 Proposals 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. Proposals to be submitted to [dnssab.contracts@dnssab.ca](mailto: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: **“2024-46 NDHC Upper Roofing 135 Worthington St Application Form”**. Please reference [Appendix B](#).
- 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: **“2024-46 NDHC Upper Roofing 135 Worthington St Financial Submission”**. Please reference [Appendix C](#).

#### **3.11 Evaluation Criteria**

An Evaluation Team, consisting of NDHC staff, will evaluate all Proposals and provide an overall score of the proposal based on evaluation criteria set out in [Appendix E](#).

#### **3.12 Selection and Final Negotiation**

Once the RFP’s submitted have been evaluated as per Stages 1 through 5, 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 Proposal improvements. After the negotiation, the successful Proponent may be invited to revise its initial RFP and submit its Best and Final Offer (BAFO) to the NDHC.

**End of Part 3**



## APPENDIX A – SPECIFICATIONS / SCOPE OF WORK

To provide all labour, materials and equipment necessary to install a Modified Bitumen roof on the upper roof of 135 Worthington Street W, North Bay, Ontario.

Prior to beginning any work, the contractor must submit to NDHC, their employee's Working at Heights Certificates for all persons that will be doing the work stated above.

Contractors will rope off the area below the roof, and clearly mark with visible signs indicating that work is taking place above. The Contractor will be responsible to ensure that the site is left in a safe condition to protect the residents and the public at all times. This may include barricade and fencing at the discretion of the contractor. The Contractor will coordinate the work with NDHC, so proper tenant notification can be provided to residents of the building.

Contractors will make any and all areas affected by the work weather tight between removal and installation of new roofing. Contractor may be held responsible for any damages or leaks should the contractor have left the area being worked on unprotected at the end of the workday.

Work will follow Ontario Building Code Requirements at a minimum. The scope can exceed the minimum requirement if written to do so in the scope as the owner may wish to get a higher quality of materials and services.

### **The Scope of work will include the following:**

- Removal and disposal of existing roofing, gravel, insulation, cants and flashing to the existing slab debris

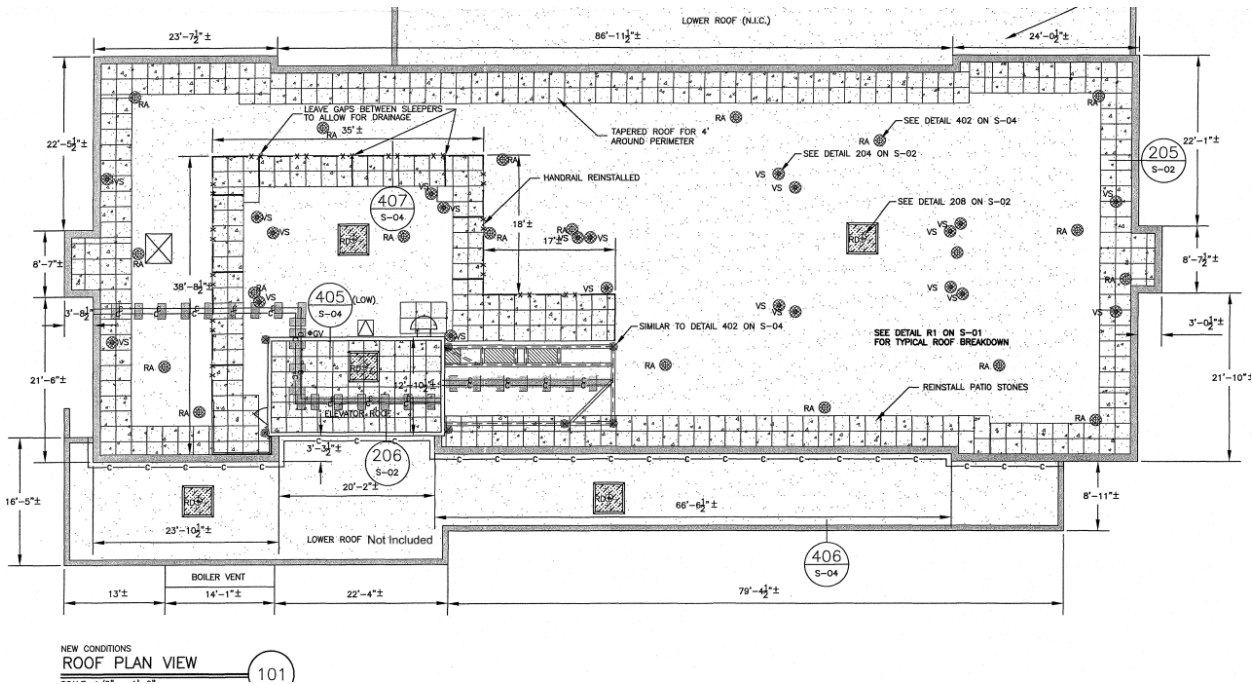
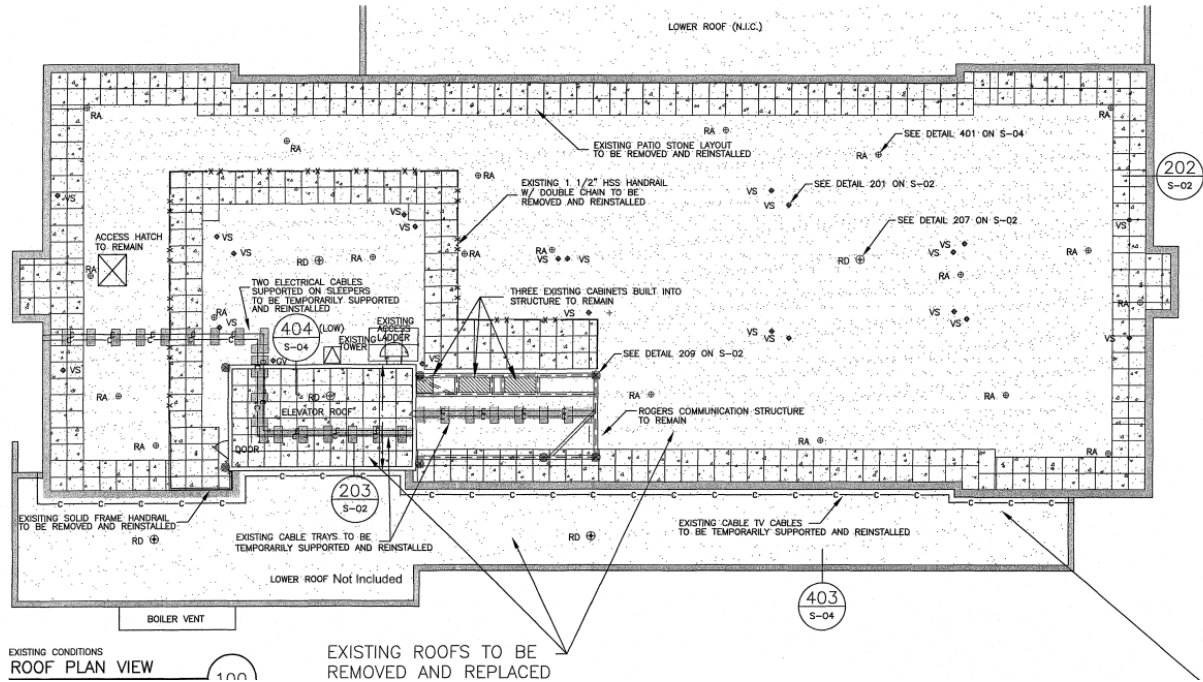
### **Contractor to Supply and Install**

- 1/2" dens deck loose laid
- 4 plies of modified bituminous roof Membranes (Adhered/Torched)
- 4" SM Insulation loose laid
- New Filter fabric loose laid
- New drain and vent flanges
- New River stone ballast
- New 26-gauge pre- painted Metal Flashing

Permit to be supplied by contractor.

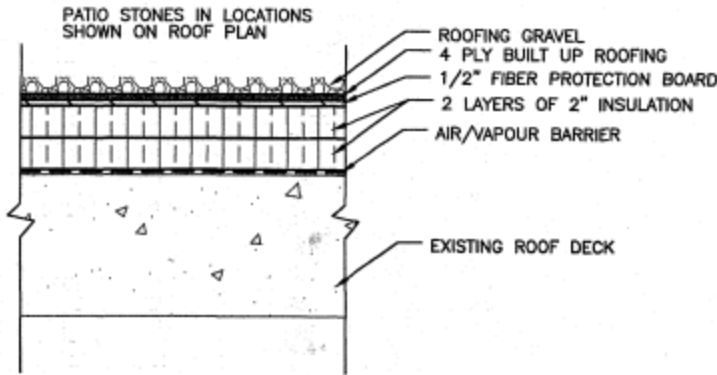
Patio stones may be reused if not broken.

**Request for Proposal**  
**RFP 2024-46 – Upper Roof Replacement – 135 Worthington St. W.**

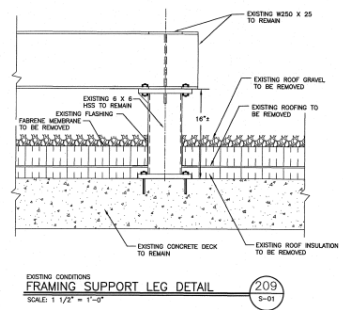
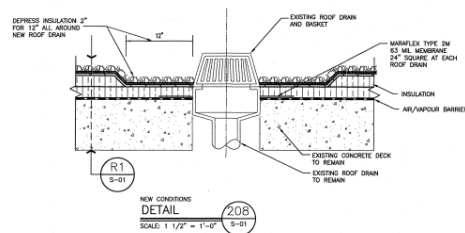
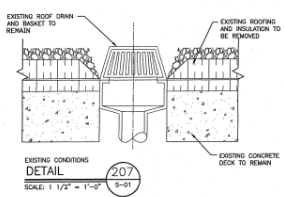
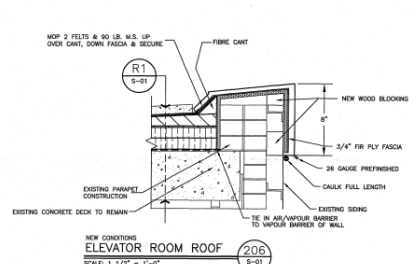
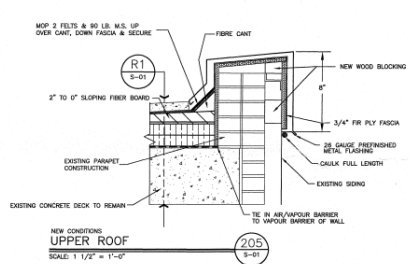
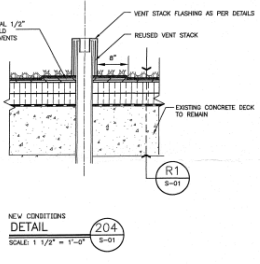
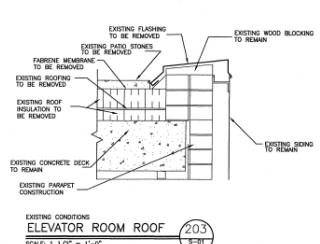
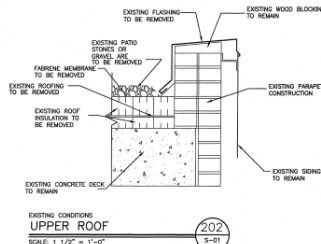
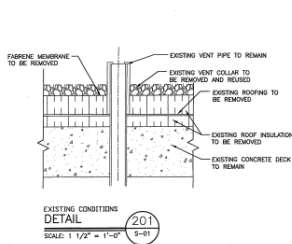


**LEGEND**

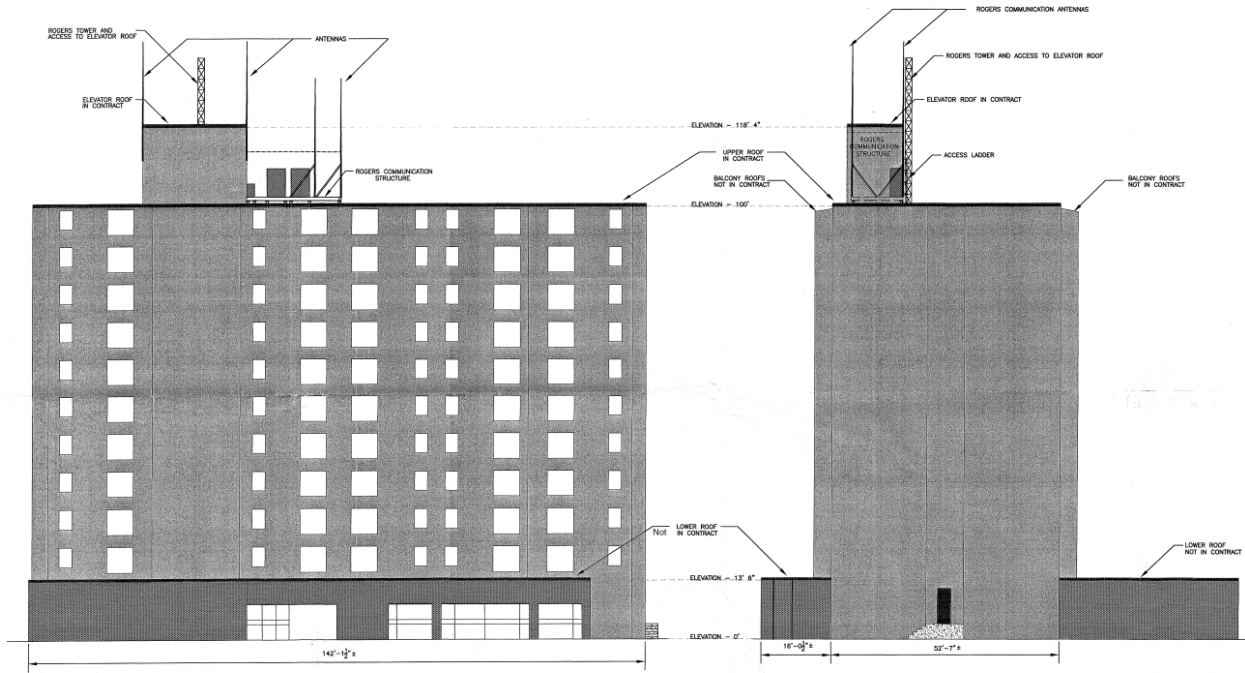
- VS ♦ DENOTES VENT STACK
- RD ⊕ DENOTES ROOF DRAIN
- RA ⊙ DENOTES ROOF ANCHOR
- DENOTES ROGERS COMMUNICATION
- ⊗ DENOTES ROOF BUILD UP AREA
- ▨ DENOTES ROOF DEPRESSION
- x x — DENOTES HANDRAIL
- GV ♦ DENOTES GARBAGE VENT



**ROOF TYPE 1**  
 SCALE: 1 1/2" = 1'-0"  
 R1  
 S-01

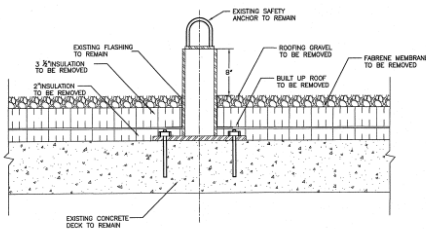


**Request for Proposal**  
**RFP 2024-46 – Upper Roof Replacement – 135 Worthington St. W.**

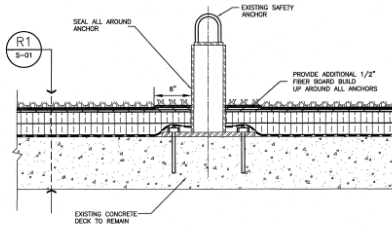


**EAST SIDE BUILDING PROFILE**  
 SCALE: 3/32" = 1'-0"

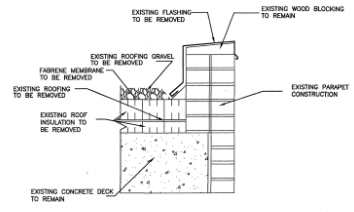
**NORTH SIDE BUILDING PROFILE**  
 SCALE: 3/32" = 1'-0"



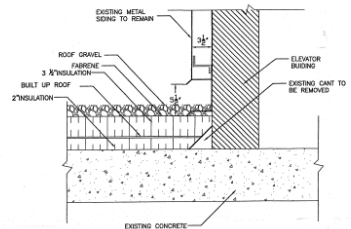
**EXISTING CONDITIONS ANCHOR DETAIL**  
 SCALE: 1 1/2" = 1'-0" (401)



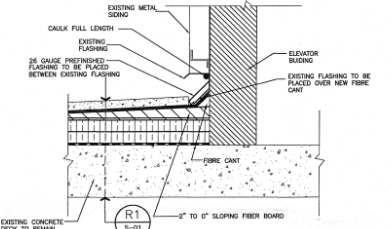
**NEW CONDITIONS ANCHOR DETAIL**  
 SCALE: 1 1/2" = 1'-0" (402)



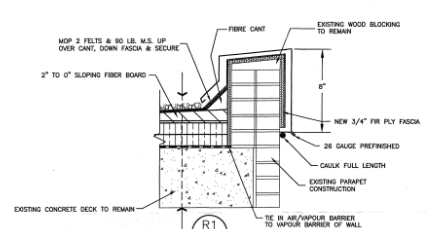
**EXISTING CONDITIONS LOWER ROOF**  
 SCALE: 1 1/2" = 1'-0" (403)



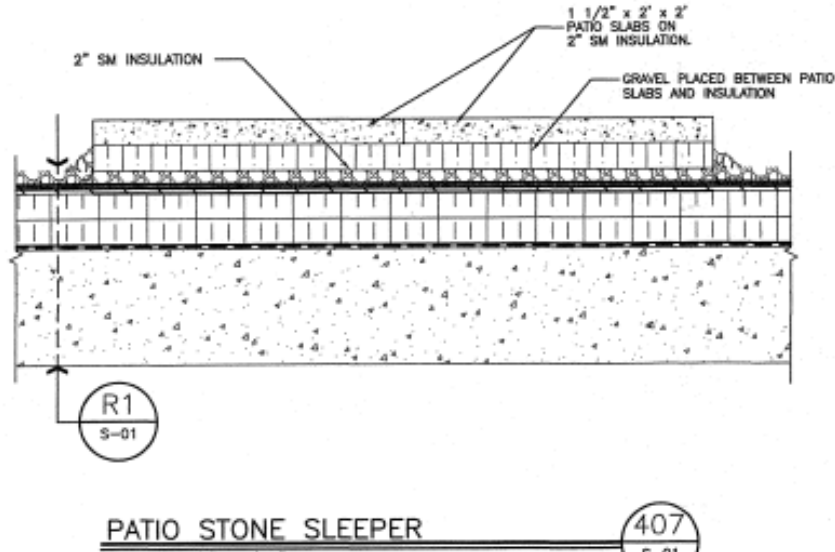
**EXISTING CONDITIONS ELEVATOR BUILDING**  
 SCALE: 1 1/2" = 1'-0" (404)



**NEW CONDITIONS ELEVATOR BUILDING**  
 SCALE: 1 1/2" = 1'-0" (405)



**NEW CONDITIONS LOWER ROOF**  
 SCALE: 1 1/2" = 1'-0" (406)



**Notes and Specifications:**

**Demolition:**

Demolition work shall be carried out without causing over stress or excessive deflection to any portion of the existing work which is to remain.

**Removal and Disposition of Construction Debris:**

- A- Remove all construction debris from site
- B- Dispose of all construction debris at legally designated sites in accordance with applicable law

**Roof Replacement:**

- A- Remove existing roofing, Gravel , insulation, patio stones, cants and flashing to the existing concrete slab
- B- New roof shall be as specified:
  - 1- Apply primerto existing roof deck, while hot, embed vapour barrier
  - 2- vapour barrier shall be armourgard by iko or NDHC approved equivalent
  - 3- Roofing shall be 4 ply application
  - 4- Roofing felts shall be No. 15 Asphalt felt by IKO or NDHC approved equivalent in conformity with C.S.A. Specification A123.3M.
  - 5- Asphalt shall be IKO Asphalt:
    - a- Type 2 for roof slopes up to ¼ Inch to 1 ½ inch/foot
    - b- Type 3 for roof slopes up to 1 ½ inch to 3 inches/foot
  - 6- All roofing asphalt shall confirm to C.S.A. Specification A123.4M
  - 7- Top Pour Asphalt shall be Tremco Thermastic 100
  - 8- Insulation shall be 2" Isocyanurate insulation sloping asphalt impregnated fiber board for 2" to zero over 4' and 1/2" protection guard



- 9- Edge roofing shall be modified bitumen armourplast by IKO
- 10- All Metal flashing shall be 26 gauge stelco 500 series prefinished metal, colour matched to existing siding
- 11- Roofing gravel shall be ¼” to 5/8” clean and dry roofing gravel in conformity with C.S.A specification A123.2.
- 12- Cant strips shall be prefabricated fibre cants
- 13- Concrete Patrio slabs may be reused
- 14- Apply roofing in compliance with good trade practice
- 15- Provide Two year written warranty for roofing and sheet metal

**Caulking:**

- 1- All Caulking shall be Tremco Dymeric caulking compound
- 2- Colour of caulking compound shall match integral colour of abutting permanent surfaces
- 3- All caulked joints shall be waterproof
- 4- All caulked joints shall provide a weather-tight seal

**Carpentry:**

- 1- Wood framing shall conform to the requirements of Part 9 of the Ontario building code and shall be rigidly and securely connected.
- 2- Miscellaneous framing lumber shall be No 2 grade or better spruce or pine species to C.S.A Standard 0141-1970

**Grounds cleaning:**

The contractor will be responsible to restore any grounds or building items affected by the work, to restore these items or grounds to their original condition prior to any work commencing and to the acceptance of NDHC.

The contractor will go over the grounds with a magnetic tool to ensure no metal clippings, screws or any other roofing debris has been left on the grounds.

**Waste/Garbage:**

All removals and disposals of all materials will be the responsibility of the Contractor. All waste will be disposed of offsite. Contractors will not have access to the garbage bins on site as the waste bins at the buildings are only for household waste only.

**Warranties:**

As part of the scope of work, the successful Bidder/Contractor shall also warranty their workmanship for a minimum period of two (2) years with a letter or a certificate stating such. This must be provided with your final invoice or prior to receiving your invoice. **Your final invoice will not be processed without this documentation.**

The warranty period for the work and systems for this project shall commence upon the correction of all deficiencies and the final acceptance of the work.

The contractor must also provide the warranty information on any roofing materials.



Please note: If deficiencies are reported after the installation date and at the time of installation current OBC or scope of work were not followed, then all costs to fix the deficiencies will be the responsibility of the contractor that installed the new roof even if these deficiencies are found after the warranty date of installation.

Failure to comply may result in legal action being taken against the contractor and disqualification from future work with NDHC.

**Hours of Work:**

All work shall be carried out between the hours of 8:30 am to 4:30 pm weekdays (holidays exempt).

Any other times arranged outside of these working hours must be approved by NDHC prior to commencing the work.

**Contractor Invoices:**

Invoices will be submitted when all proper documentation required has been submitted with the invoice (i.e. if a building permit is required, then the completion of inspection by the Municipality should be attached with the invoice).





## APPENDIX B

### MANDATORY REQUIREMENTS – FORM 1: PROPONENTS DECLARATION

#### Proponent's Information

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

Company Name:

Company Address:

Company's Contact Person:

Contact Email

Contact Phone

#### Acknowledgment of Addendums

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

#### Proponent's Declaration

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

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

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

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

I/WE declare that this RFP 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 RFP was submitted by a Proponent (and all Participating Entities) who is not an Opposing Party in legal action against the NDHC.

I/WE declare that this RFP 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 RFP and any future Contract, and the person named below has the authority to submit this RFP on behalf of the Proponent's Company.

I/WE declare that no persons associated with the RFP have initiated communication about this RFP 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 the RFP has been convicted of a criminal offence, including but not limited to fraud or theft.



I/WE declare that no person associated with the RFP 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 the RFP 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 Proponent, 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 RFP or to the employee of the Proponent.

I/We, including Non-Resident Proponent, 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 Solution 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.

**DECLARATION OF A CONFLICT OF INTEREST** *(if applicable, provide details below)*

**DECLARATION OF A JOINT SUBMISSION** *(if applicable, provide details below)*

**Completed by:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*I HAVE THE AUTHORITY TO BIND THE CORPORATION*



**MANDATORY REQUIREMENT – FORM 2 – INSURANCE**

Proponents must submit the following document(s) prior to signing a future contract. Failure to provide the required documentation will result in disqualification, and your RFP will receive no further consideration, at NDHC's sole discretion.

**YES NO**

I/WE will submit a copy of a current Business License or Letters of Incorporation.

I/WE will submit verification of Commercial General Liability Insurance coverage of at least \$5,000,000.00 per occurrence.

I/WE will submit a copy of a current Clearance Certificate from Workplace & Safety Insurance Board (WSIB).

I/WE will submit current "Working at Heights" certificates to NDHC prior to beginning any work.

I/WE will, as required, obtain all necessary Building Permits prior to beginning any work. Building Permits are at the cost of the proponent. Please ensure this cost is built into your proposed price.

**Completed by:**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*I HAVE THE AUTHORITY TO BIND THE CORPORATION*



**MANDATORY REQUIREMENT – FORM 3 – PARTICIPATING ENTITIES**

Participating Entity agreements made by the Proponent will not release the Proponent from any obligation to NDHC concerning the performance of its obligations under the Contract. NDHC will not be responsible for payment to the Proponent's Participating Entities if the Proponent defaults on its responsibilities. The Proponent is responsible for communicating this information to its Participating Entities.

**Proponent's Declaration**

Please initial beside the statement which best describes how Participating Entities are associated with your RFP:

|            |  |
|------------|--|
| <b>Yes</b> | If Participating Entities are associated with this RFP, provide details using the table below. |
| <b>No</b>  | If by own forces, state so here (initial)  |

*If Yes above, provide a list of all Participating Entities you will be using to undertake the work (add as many rows as necessary) and include their role and the amount, in dollars, allocated from your RFP that will be expensed to the Participating Entity.*

| Listing of Participating Entities  |                |             |                          |                |
|--|----------------|-------------|--------------------------|----------------|
| Type   | Responsibility | Amount (\$) | Company Name and Address | Contact Person |
| <input type="checkbox"/> Affiliate<br><input type="checkbox"/> Associate<br><input type="checkbox"/> Dealer<br><input type="checkbox"/> Distributor<br><input type="checkbox"/> Partner<br><input type="checkbox"/> Consultant<br><input type="checkbox"/> Sub-consultant<br><input type="checkbox"/> Contractor<br><input type="checkbox"/> Reseller<br><input type="checkbox"/> Sub-contractor<br><input type="checkbox"/> Sub-processor<br><input type="checkbox"/> Subsidiary<br><input type="checkbox"/> Third-party service provider<br><input type="checkbox"/> Other _____ |                |             |                          |                |
| <input type="checkbox"/> Affiliate<br><input type="checkbox"/> Associate<br><input type="checkbox"/> Dealer<br><input type="checkbox"/> Distributor<br><input type="checkbox"/> Partner<br><input type="checkbox"/> Consultant<br><input type="checkbox"/> Sub-consultant<br><input type="checkbox"/> Contractor<br><input type="checkbox"/> Reseller<br><input type="checkbox"/> Sub-contractor<br><input type="checkbox"/> Sub-processor<br><input type="checkbox"/> Subsidiary<br><input type="checkbox"/> Third-party service provider<br><input type="checkbox"/> Other _____ |                |             |                          |                |

**Completed by:**

\_\_\_\_\_

Company

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Title

***I HAVE THE AUTHORITY TO BIND THE CORPORATION***



## FORM 4 – EXPERIENCE SUBMISSION FORM

### 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
- State how well your organization's core work aligns with the scope of the deliverables. 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
- Length of time spent on project
- Describe any challenges that occurred during the project, including how they were resolved, timeline of the resolution, and any impact to the client

## FORM 5 – SCHEDULE SUBMISSION FORM

### Work Plan/Timetable

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.

It is NDHC's aim to complete as much of this work as possible prior to 01-December-2024. Solutions with part of work completed in 2024 and the remainder in 2025 will be considered. The NDHC Manager of Assets will provide further details regarding this at the site visit.



## APPENDIX C – FINANCIAL SUBMISSION

The Bidder hereby Bids and offers to enter into 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 Proposal, 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.

### Price Schedule 1

| <i>Item No.</i> | <i>Items</i>   | <i>Unit of Measure will be Materials plus Labour plus Equipment</i> | <i>Total price</i>   |
|-----------------|--|---|--|
| 1               | Roof Materials/labour/permit/equipment necessary to install Modified Bitumen Roof Roofing. | Complete scope of work with Modified Bitumen Roof roofing           | Total Contract price<br><br>\$ _____<br>Assuming no extras |

Proponents may submit pricing quote in an alternative format to the above, outlining any extras, timeline sensitive items, and/or pricing solutions recommended (i.e. Organizations Quote Form / Work Order Form). Please ensure that a Total Contract Price is clearly evident.

Please also advise on Proponents recommended or required payment schedule.

Price must be good for a **minimum of 60 days**.

**Completed by:**

\_\_\_\_\_ Company

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Name

\_\_\_\_\_ Title

*I HAVE THE AUTHORITY TO BIND THE CORPORATION*



## APPENDIX D – REFERENCE FORM

Please provide a minimum of three (3) unique references from companies (NDHC excluded) for whom you have supplied, installed, and/or supported with the same or similar scope and magnitude of work requested in this RFP within the past five (5) years. References may overlap with response(s) outlined in Appendix B, Form 4(b).

NDHC reserves the right to contract References through an e-mail form, and if unsuccessful via telephone.

| Description                                   | Referee No. 1 | Referee No. 2 | Referee No. 3 |
|---|---------------|---------------|---------------|
| 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 Nipissing District Housing Corporation 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 E – EVALUATION/SCORING OF APPLICATIONS

| Category  | Evaluation Criteria  | Weight |
|---|--|--------|
| <b>Mandatory Requirements</b><br>(Forms 1-3 of Appendix B)                                | The Evaluation Team will consider the proponents responses to the Mandatory Requirements Section, including organizations demonstrated experience on similar engagements, availability of resources to implement the project, as well as ability to work with DNSSAB in meeting proposed timelines. In addition, the Evaluation Team will consider the proponents ability to meet detailed requirements (or work with DNSSAB on future implementation) as outlined in Appendix A.  | 10%    |
| <b>Experience Submission Form – Company Overview</b><br>(Form 4 of Appendix B)            | Overview of Proponents Organization as described in Form 4 of Appendix B. This includes organizational structure, how core work aligns with the scope of the deliverables, unique aspects that set your organization apart from competitors and how your firm's capacity and resources line up with the project requirements   | 15%    |
| <b>Experience Submission Form – Previous Project Experience</b><br>(Form 4 of Appendix B) | Information on at least three contracts of similar scope in this class of work that were undertaken in the last five (5) years.  | 15%    |
| <b>Workplan &amp; Timetable</b><br>(Form 5 of Appendix B)                                 | 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.  | 25%    |
| <b>Financial</b><br>(Appendix C)  | The total proposed pricing shall be inclusive, including but not limited to travel/administrative costs along with all the works as described within the RFP document.   | 30%    |
| <b>References</b>   | DNSSAB reserves the right to contact any references provided by e-mail or phone, to have them complete a standard reference form for NDHC review. If pursued, references will be conducted evenly with the same template.  | 5%     |
| <b>Total</b>  | The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals. All Proponent's submitted information will be treated as confidential information and will not be shared. | 100%   |





## APPENDIX F – TERMS AND CONDITIONS

### 4.0 Definitions

In this RFP 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 which amends or clarifies the RFP.

"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 RFP 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 Proposal is due.

"Company" means any person, Entity, corporation, or business that has acquired copies of the RFP and therefore is interested and/or intends to submit a Proposal 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 Proposal:

- 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 RFP 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 RFP, 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 Proposals 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). Proposals 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 Proposal 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 RFP 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 Proposal 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 RFP, 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 Proposal.

"Proponent" means a legal entity, being a person, partnership, firm or corporation that has submitted a Proposal in response to this RFP. 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.

"Proposal" 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 Proposal" means that the Proponent and/or their Proposal 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.

"RFP" 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 RFP, 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.

#### **4.1 General Information and Instructions**

##### **(A) Deemed Acceptance**

(1) By responding to this RFP, Proponents agree to accept all terms and conditions incorporated into this RFP into their submission and agree by any decision of NDHC, including the evaluation of Proponents qualifications as final. By submitting a Proposal, the Proponent also confirms that it has received, or has had the opportunity to obtain, independent legal advice in connection with its RFP review and Proposal, preparation, and has read this RFP in its entirety, understands its content, and is submitting its RFP 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 Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable part, section, subsection, or paragraph numbers of this RFP.

##### **(C) Information in RFP 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 RFP or an Addenda, appendices, data, materials, or documents (electronic or otherwise) attached or provided to the Proponents pursuant to this RFP.

(2) The NDHC and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP 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 RFP.

##### **(D) Proponents Shall Bear Their Own Costs**

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

#### **4.2 Communication after Issuance of RFP**

##### **(A) Proponents to Review RFP**

(1) Proponents shall promptly examine all of the documents comprising this RFP, 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 Proposal Contact.

(2) It is the responsibility of the Proponent to seek clarification from the Proposal 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 RFP or its process.

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

(1) This RFP 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 RFP, such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of this RFP.

(2) Such addenda may contain important information, including significant changes to this RFP. 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 RFP. 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 RFP 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 RFP.

**(F) RFP to Be Retained by the NDHC**

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

**4.3 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 Proposal shall not be discussed during a debriefing.



#### **4.4 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 RFP, or any agreement entered into pursuant to this RFP, without first obtaining the written permission of the Proposal Contact.

##### **(B) No Lobbying**

(1) A Proponent may not, in relation to this RFP 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 Proposals 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 RFP.

##### **(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 RFP; or
- (c) Any other conduct, situation or circumstance determined by NDHC, in its sole and absolute discretion, to constitute a Conflict of Interest.

#### **4.5 Confidential Information**

##### **(A) Confidential Information of NDHC**

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

- (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 RFP 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 RFP 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 RFP, 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 Proposals 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 Proposals. If a Proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the NDHC Contact.

**4.6 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 RFP.

**(B) No Contract until Execution of Written Contract**

(1) The RFP 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 RFP 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 RFP may be summarily rejected, where the Evaluation Committee, in their sole, final, binding opinion, has determined that either the Proponent and/or RFP, as per the context, fits the circumstances of one or more of the following disqualification items:





- RFP is one of two or more Proposals submitted by same Proponent, whether under the same or different names or as multiple options within the Proposal.
- Proponent did not attend any mandatory site meetings (if applicable)
- RFP was submitted or received after the Closing Date
- RFP is submitted in any way other than electronically through an e-mail to [dnssab.contracts@dnssab.ca](mailto:dnssab.contracts@dnssab.ca).
- Collusion with one or more other Companies and/or Proponents
- The RFP is submitted by a Proponent that has a Conflict of Interest
- The RFP was submitted by a Proponent that is not a Responsible Proponent
- The RFP was submitted by a Proponent that is an Opposing Party.
- The RFP is incomplete, conditional, illegible, obscure or limited in any way.
- Proposal's Prices appear to be as unreasonable and/or unbalanced as to likely affect the interest of NDHC adversely.
- RFP 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 RFP contains a limitation or qualification on the NDHC's right to publicly disclose the Proponent's name and, if applicable, any RFP'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 RFP, Proponents will be deemed to have agreed that any decision by the Evaluation Committee to disqualify a Proposal or Proponent will be final and binding.

#### **4.7 Reserved Rights**

The NDHC reserves the right to:

- a) Amend or modify the scope of a project, and/or cancel or suspend the RFP Solicitation at any time for any reason.
- b) Require Proponents to provide additional information after the Closing Date for the RFP Solicitation to support or clarify their Proposals.
- c) Not accept any or all Proposals.
- d) Not accept a RFP from a Proponent who is involved in litigation, arbitration, or any other similar proceeding against NDHC.
- e) Reject any or all Proposals without any obligation, compensation, or reimbursement to any Proponent or any of its team members.
- f) Withdraw a RFP Solicitation and cancel or suspend the RFP Solicitation process.
- g) Extend, from time to time, any date, any time period or deadline provided in a RFP Solicitation (including, without limitation, the RFP Solicitation Closing Date), upon written notice to all Proponents.
- h) Assess and reject a RFP 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 Proposal 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 Proposal Solicitation process.
- i) Waive formalities and accept Proposals which substantially comply with the requirements of the RFP Solicitation.
- j) Verify with any Proponent or with a third party any information set out in a Proposal.
- k) Disqualify any Proponent whose RFP contains misrepresentations or any other inaccurate or misleading information.
- l) Disqualify any Proponent who has engaged in conduct prohibited by the RFP Solicitation documents.
- m) Make changes including substantial changes to the RFP documents provided that those changes are issued by way of an addendum in the manner set out in the RFP Solicitation documents.
- n) Select any Proponent other than the Proponent whose RFP reflects the lowest cost to the NDHC.
- o) Cancel a RFP Solicitation process at any stage.
- p) Cancel a RFP Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.

#### **4.8 Governing Law and Interpretation**

##### **A. Governing Law**

(1) The terms and conditions in this Part 4:

- (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 4 and RFP**