

RFQ NOTICE

Request for Quotes PM-01-C2-04-C: Office - Mattawa (Lobby Security Upgrade)

This Request for Quotes ("RFQ") is an invitation by the District of Nipissing Social Services Administration Board ("DNSSAB") to qualified and professional contractors to furnish all labour, materials, and equipment while performing all necessary and incidental work on a leasehold improvement alteration project to boost staff security at DNSSAB's Mattawa Office located at 540 Valois Drive, Mattawa, ON.

RFQ Timetable

ITEM	DATE	TIME
Issue Date	12/2/2024	4:00 pm
Mandatory Site Visit	12/16/2024	10:00 am
Question Period Ends	12/19/2024	4:30 pm
Last Date to Issue Addendum	12/23/2024	4:30 pm
Closing Date	12/30/2024	1:00 pm

All Quotes received at or after 1:01 PM on 12/30/2024 will not be accepted.

Mandatory Site Meeting

Bidders are required to attend a mandatory site meeting that will be scheduled for **12/16/2024 at 10:00 a.m. at 540 Valois Drive, Mattawa, ON, P0H 1V0**. Bidders will be able to examine site conditions to ascertain the amount of work involved. Bidders are encouraged to bring their own materials such as a camera, measuring tape, notepaper and any other materials to the site when going to the site to examine conditions.

Bidder Registration

Not required for this RFQ.

Quote Security

Not required for this RFQ.

Performance Security

Not required for this RFQ.

Public Opening

There will be no public opening of quotes.

Submission of Quotes

Bidders must submitted their Quote electronically to dnssab.contracts@dnssab.ca. The submission email should note "**RFQ #PM-01-C2-04-C: Office - Mattawa (Lobby Security Upgrade)**," as the subject line and include the following in the body of the email: Company's Name and Company's address.

Bidders are cautioned that the timing of their submission is based on when the Quote is received, not when a Quote is submitted by a Bidder, as transmission can be delayed due to file transfer size, transmission speed or other technical factors. For the reasons above, DNSSAB recommends that Bidders allow sufficient time to email their submission to resolve any issues that may arise. The closing date and time shall be determined by DNSSAB's web clock. Bidders should contact the Procurement Representative immediately if they encounter any problems. The Procurement Representative will send a confirmation email to the Bidder advising that a Quote was submitted successfully. If Bidders do not receive a confirmation email, they should contact the Procurement Representative immediately. The Bidder assume full responsibility for receipt of the Quote by the deadline.

Completeness of Quotes

It is the exclusive responsibility of each Bidder to submit a complete Quote in accordance with these Instructions, the Form of **Quote**, the **RFQ** Notice, and any other specifications, special provisions and must be in response to the Scope of Work. All documents prepared and work carried out by a Bidder in preparing its Quote, and all oral presentations to DNSSAB in connection with a Quote, shall be without cost to DNSSAB, and neither DNSSAB's publication of a Request for **Quote** nor the submission of a Quote shall be construed to oblige DNSSAB to award a Contract.

Procurement Representative

All questions or requests regarding this RFQ shall be directed to the Contract and Purchasing Specialist for the District of Nipissing Social Services Administration board via email at dnssab.contracts@dnssab.ca.

End of Notice

INSTRUCTIONS TO BIDDERS

These Instructions define your obligations and limit your rights. Read carefully.

1. Bidder's RESPONSIBILITY

- 1.1. The Bidder shall be responsible for examining, understanding and verifying the Scope of Work, Special Provisions, and all other Contract Documents, including all cost implications relating thereto in the Total Contract Price, prior to the submission of their Quote.
- 1.2. Unless otherwise expressly agreed by DNSSAB in writing, where technical information or details form part of the **RFQ**, including the Scope of Work and/or Special Provisions (including any quantity estimates, soil **condition** reports, ground water or drainage reports or geophysical data, archaeological, samples, or other documents of a similar kind or nature as may be provided together with the Contract Documents or incorporated by reference therein):
 - 1.2.1. DNSSAB shall exercise reasonable care in the preparation of those estimates, but shall not be taken to warrant their accuracy and shall not be liable for any inaccuracy therein unless that inaccuracy is the result of the deliberate misrepresentation of DNSSAB or a member of its staff;
 - 1.2.2. estimates, reports, data, or details shall be deemed to have been provided only as a guide for potential Bidders;
- 1.3. Where the Scope of Work is to be carried out on DNSSAB occupied or owned property, Bidders shall be responsible for visiting the job site, and no allowance shall be made by DNSSAB for failure by the Bidder to examine carefully all **conditions** relating to the site or work.
- 1.4. Where clarification of any document, fact or opinion is required, it shall be obtained by the Bidder before submitting a Quote.

2. ADDENDA

- 2.1. DNSSAB reserves the right at any time prior to the award of the Contract:
 - 2.1.1. to withdraw or cancel the **RFQ**;
 - 2.1.2. to extend the time for the submission of Quotes;
 - 2.1.3. to modify these instructions, the **RFQ**; the Form of **Quote**, the Scope of Work; and/or the Special Provisions; or
 - 2.1.4. to change the Contract Documents;
- 2.2. By the publication of an Addendum, and DNSSAB shall not be liable for any expense, cost, loss or damage incurred or suffered by any Bidder (or any other person) as a result of its so doing.
- 2.3. Any Addendum within the scope of **ss. 2.1** is the responsibility of the Bidder to obtain, as all Addenda will be posted on DNSSAB's website (www.dnssab.ca) and will not be emailed.
- 2.4. Bidders should check the DNSSAB website prior to submitting their Quote up until the closing date and time in the event additional Addendums are issued.
- 2.5. Where an Addendum within the scope of **ss. 2.1** is published, every Quote shall be deemed conclusively to have included an appropriate allowance for the change made by the Addendum or notice in the price or prices set out in the Quote.
- 2.6. All addenda advised under **ss. 2.1** shall become part of the Contract Documents and shall be allowed for in determining the Total Contract Price.

3. CLARIFICATION

- 3.1. Any request for clarification of these Instructions, the **RFQ**; the Form of **Quote**, the Scope of Work, or any of the Contract Documents shall be submitted in writing to the Procurement Representative.
- 3.2. Any questions directed to DNSSAB prior to Quote submission shall allow sufficient time for a written clarification to be issued by and received from DNSSAB should it consider it necessary to issue such clarification. Ordinarily, any question submitted within 72 hours of the closing of the **RFQ** will not be answered.
- 3.3. Written answers or clarifications shall be shared with all Bidders and issued in the form of an addendum.
- 3.4. DNSSAB shall not be bound by any oral instruction; amendment or clarification of these Instructions or any of the Contract Documents; information; or advice or suggestion; from any member of the DNSSAB's staff or Consultant to DNSSAB concerning this **RFQ** or the proposed Contract to which it relates, or the Scope of Work.
- 3.5. The submission of such questions or other queries and the failure of DNSSAB to answer before the closing date and time for the submission of Quotes shall not necessarily cause the time for the submission of Quotes to be extended.
- 3.6. If questions or requests from a Bidder relate to a request for the approval of substitutes and the substitutes are not approved through the subsequent publication of an Addendum, it shall mean that the substitutes asked for have not been approved.
- 3.7. Where a Quote has been received by DNSSAB prior to the publication of an Addendum, DNSSAB shall allow the Bidder concerned to submit a revised Quote prior to the closing date and time or to send a written acknowledgement (which may be emailed) that the original Quote still stands.

4. SUBMISSION

- 4.1. Every Quote shall be submitted on DNSSAB's prescribed and provided, herein, Form of **Quote**, and shall,
 - 4.1.1. be completed without interlineation, alteration or erasure of or with respect to:
 - 4.1.1.1. any of the pre-printed text provided by DNSSAB; or

4.1.1.2. information included on that Form of **Quote** by the Bidder, unless the effect thereof is clear and unambiguous as is the assent of the Bidder to that interlineation, alteration or erasure (e.g., by initialling);

4.1.2. where printed or typed, be set out in print no smaller than 10-point Times Roman; and

4.1.3. bear the original signature of the Bidder (or, in the case of a Quote submitted by a corporation, an authorized signing officer of the corporation), inscribed in the space provided.

4.2. All blank spaces provided on the Form of **Quote** shall be filled in, including alternate, separate, additional or Factor Prices and for start and completion dates.

4.3. All words and phrases forming part of the Quote must be written out in full, and abbreviations must not be used. Where an abbreviation is used contrary to this requirement, any ambiguity or other uncertainty shall be construed against the Bidder.

4.4. Any material included with a Quote must be enclosed in a separate PDF file within the same email containing the Quote as follows:

4.4.1. As one (1) pdf file: A completed Form of **Quote** - Stage One: Mandatory Requirements

4.4.2. As one (1) pdf file: A completed Form of **Quote** - Stage Two: Total Contract Price

4.5. Quotes must be submitted electronically to dnssab.contracts@dnssab.ca. The submission email should note "RFQ PM-01-C2: Office - Mattawa" as the subject line and include the following in the body of the email:

4.5.1. Bidder's Name

4.5.2. Bidder's Company

4.5.3. Bidder's Address

4.6. Emailed documents are considered to be received only when receipt is confirmed (by e-mail) by the Procurement Representative.

4.7. The Bidder bears the risk of loss where this requirement is not followed.

5. ALTERNATE QUOTES AND OPTIONAL FEATURES ETC.

5.1. Unless otherwise provide, a Bidder may submit alternate Quotes.

5.2. Where alternate Quotes are submitted, each alternate Quote must be submitted in a separate email.

5.3. Where alternate Quotes are submitted, contrary to **ss. 5.2**, DNSSAB may reject all of them, or (at the DNSSAB's election) may accept one and reject the other(s).

5.4. Where optional features or other options are requested in the **RFQ**, the availability and price of those features or other options shall be included in the appropriate place in the Form of **Quote** for each Quote to which they relate.

6. REJECTION OF QUOTES BY DNSSAB

6.1. At its discretion, DNSSAB may (but shall not be obliged to) reject any Quote that does not:

6.1.1. comply with the **RFQ** and these Instructions; or

6.1.2. contain in full all information required on the Form of **Quote**, these Instructions, the Scope of Work and the Special Provisions.

6.2. DNSSAB may reject any Quote submitted by a Bidder or cancel any contract awarded to that Bidder without penalty where any information provided by the Bidder in its Quote or as part of any pre-qualification procedure is determined to be false or otherwise misleading in any material respect.

7. GUIDELINES REGARDING QUOTE IRREGULARITIES

7.1. As a guide to prospective Bidders, but without qualifying any rights and privileges reserved to DNSSAB, the following are indicative of the manner in which a discretion reserved by DNSSAB is likely to be exercised with respect to irregular or non-compliant Quotes:

7.1.1. Late Quotes will not be accepted and may be returned to the Bidder;

7.1.2. Quotes that are not completed, or are not typewritten, legible, or emailed will be rejected;

7.1.3. Partial Quotes (i.e., a Quote for less than all of the items required to be included in a Quote) will be rejected, unless the Quote documents specifically permit partial Quotes;

7.1.4. Qualified or conditional Quotes (i.e., Quotes which are submitted subject to a caveat added to the Form of **RFQ** or under a covering letter or alterations to the Form of **RFQ**) will be rejected unless the Quote documents specifically permit such a qualification or **condition**;

7.1.5. Unsigned Quotes will be rejected;

7.1.6. Quotes not complying with these Instructions, the **RFQ** Notice, an Addendum or the Special Provisions will be rejected;

7.1.7. Quotes not completed in the proper Form of Quote, or received on a document other than the original document supplied by DNSSAB in the Quote package may be rejected by DNSSAB at its discretion;

7.1.8. DNSSAB may at its discretion reject any Quote where the Form of **Quote** or related document contains any erasure, change, over-writing, white-out, cross-out or strike out, where the same has not been initialled by the Bidder, or where (in the absolute discretion of DNSSAB) the effect of that amendment is ambiguous or otherwise unclear;

7.1.9. Where a Bidder is required to provide a Quote security and no such security is provided, or the amount of Quote security provided by a Bidder is insufficient, or the security does not name DNSSAB correctly as the obligee, or is otherwise not in compliance with the **terms and conditions** of the **RFQ**, the Quote will be rejected;

7.1.10. where under the **terms and conditions** of a **RFQ**, a Bidder is required to provide an agreement to bond with respect to the performance of work under the contract, warranty work, or the payment of labour and material suppliers, and the Bidder provides no such agreement, or the bonding company is not licensed to carry on the business of a bonding company in the Province of Ontario, or the amount of the bond commitment is less than the amount reasonably required, DNSSAB will reject the Quote (this provision shall apply with the necessary modifications to letters of credit);

7.1.11. where an Addendum is not acknowledged in the Form of **Quote**, DNSSAB will reject the Quote where the Addendum has a bearing upon the prices quoted in the Quote, unless it is clear that the Addendum has been factored into the prices quoted; in other cases, DNSSAB will require the Bidder to confirm in writing that the Addendum has been received and taken into account in preparing the Quote, before DNSSAB will consider the Quote;

7.2. DNSSAB shall not be liable to any Bidder or other person where it elects to exercise a discretion or reserved privilege or right in a manner different from that above indicated.

8. OPEN FOR ACCEPTANCE & IRREVOCABLE, ETC.

8.1. Quotes shall not be opened until after the date and time specified for the closing of the **RFQ**, and so far as practicable, and each PDF document associated with a Quote shall be opened in the order and at the time of their evaluation only.

8.2. Unless otherwise provided in an Addendum, a Quote shall be irrevocable (*i.e.*, open for acceptance by DNSSAB) for a period of ninety (90) days following the closing date for the **RFQ**.

9. WITHDRAWAL

9.1. Withdrawal of a sealed Quote after its submission is permitted only prior to the time and date of the closing of the **RFQ**.

9.2. A Bidder may withdraw a Quote at any time prior to the closing date and time for the **RFQ** by delivering a written request to that effect to dnssab.contracts@dnssab.ca, but no such request received after that closing date and time shall be effective.

9.3. A Bidder who withdraws a Quote prior to the closing time and date for the submission of Quotes may submit a revised written, signed and emailed Quote at any time prior to that closing date and time, but otherwise no amendment may be made to a Quote after it has been submitted, and in particular no amendment may be made to a Quote orally, or by fax, phone, e-mail, or otherwise.

9.4. A withdrawal request shall be effective only where made in writing, on company letterhead, and actually received by the Procurement Representative.

9.5. Emailed documents are considered to be received only when receipt is confirmed (by e-mail) by the Procurement Representative.

10. REVIEW OF QUOTES

10.1. At the close of the **RFQ**, all apparently eligible Quotes will be examined by a review committee composed of representative of DNSSAB to confirm that they are compliant and otherwise complete.

10.2. At its sole discretion, DNSSAB may clarify any aspect of any Quote received in respect of the Quote with any Bidder at any time, and may clarify any aspect of the Factor Price or Total Contract Price by the Bidder and the purpose of such clarification may be to enable DNSSAB to determine whether the Quote to which it relates complies with the **RFQ**; to resolve any ambiguity in the language used, or any other vague or uncertain aspect of the Quote; no such clarification shall alter the Quote or constitute negotiation or renegotiation of the price or any aspect thereof, or the nature or quality of the Goods and/or Services to be supplied or performed as set out in the Quote at the close of the **RFQ**, and all correspondence with a Bidder for the purposes of such clarification shall be conducted through the Procurement Representative.

10.3. Without limiting ss. 10.2, DNSSAB's right to clarify shall include the right to request additional or missing information relating to the Goods and/or Services that are to be supplied or the manner in which the Scope of Work is to be carried out.

10.4. The right of clarification provided under this section is within the sole, complete and unfettered discretion of DNSSAB and is for its exclusive benefit, and may or may not be exercised by DNSSAB at any time and in respect to any or all Quotes.

10.5. The right to clarify shall *not* impose upon DNSSAB a requirement to clarify with the Bidder any part of a Quote, and where in the opinion of DNSSAB the Quote is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, DNSSAB may reject a Quote either before or after seeking a clarification under this section.

10.6. Neither the review of its submission with any Bidder, nor the seeking of clarification under this section, shall oblige DNSSAB to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Quote or any other Quote.

10.7. All clarifications under this section shall be in writing, in a form satisfactory for inclusion in the Contract and satisfactory to DNSSAB.

10.8. Any Bidder may be required to meet with representatives of the evaluation committee, as composed by DNSSAB, within 20 Business Days of being so requested to explain details of the submission, at a place specified by DNSSAB, and transportation to and from the meeting for the Bidders representatives, as well as the hourly or per diem costs of the meeting itself for any such representative, shall be at the expense of the Bidder.

11. SELECTION OF THE SUCCESSFUL BIDDER

11.1. This RFQ represents a formal solicitation for Quotes and therefore each Quote submitted by a Bidder will be reviewed by the review committee through a two stage process that will:

11.1.1. First, DNSSAB will review if your **Form of Quote Stage One: Mandatory Requirements** (the "Form One") submission meets the mandatory requirements.

11.1.1.1. Determination of compliance is based on pass-fail scoring, said determination of compliance is at DNSSAB sole and absolute discretion.

11.1.2. Second, DNSSAB will review if your **Form of Quote Stage Two: Total Contract Price** (the "Form Two") submission has the lowest Total Contract Price, which must also be reasonable.

11.1.2.1. DNSSAB retains the right to select the Quote that may not be the lowest Total Contract Price but which alone meets DNSSAB's requirements, is in DNSSAB's best interest, and which provides the best overall value to DNSSAB, which said determination is at DNSSAB sole opinion and absolute discretion.

11.1.3. DNSSAB retains the right to reject any or all Quotes, even if there is only one received, and cancel this Competitive, at any time, either before or after the receipt and review of Quote, all without penalty or liability.

12. AWARD

12.1. If DNSSAB selects a Bidder's Quote for a contract award (the "Successful Bidder"), DNSSAB will send written notification to the Bidder's contact person noted on Form **One**.

12.1.1. It is understood and agreed by DNSSAB and the Successful Bidder that a binding contract shall come into being upon the date of issuance by DNSSAB of the notice referenced in ss. 12.1.

12.2. The subsequent execution of the **Contract** for Work is a formality and not a condition precedent to the existence of a binding contract.

12.2.1. If DNSSAB requires a Successful Bidder to enter into a **Contract** for Work, it shall be in such a form and on such **terms** as may be agreed to by both parties, but those **terms** shall be consistent with the listed Contract Documents under s. 24.

12.2.2. In lieu of requiring a **Contract** for Work, the issuance of a purchase order or a notice to proceed by DNSSAB confirms a contract between DNSSAB and the Successful Bidder that will incorporate all of the listed Contract Documents under s. 24.

12.2.3. The Successful Bidder shall ensure all required documents listed in the Form of **Quote**, and any other document required by the **Contract** for Work, have been submitted and execute the ensuing contract, in quadruplicate, within ten (10) days after DNSSAB has given the Bidder the **Contract** for Work for execution.

12.2.4. Where through inadvertence, a contract is awarded to a Bidder who has made an unauthorized amendment to DNSSAB's Form of Quote, then within a reasonable time of DNSSAB discovering that unauthorized amendment, DNSSAB may cancel the Contract without compensation to the Bidder by giving written notice to that effect to the Bidder; recover from the Bidder any amount paid to the Bidder in excess of what would have been paid had that amendment not been made, and ban the Bidder from competing for DNSSAB contracts for a period of up to ten (10) years, where in the reasonable opinion of DNSSAB, the change was made by the Bidder as part of a deliberate attempt to deceive.

13. CONFIDENTIALITY

13.1. DNSSAB shall make every effort to safeguard the confidentiality of each submission.

13.2. DNSSAB policy is to disclose only such information as is required by law. Please note that all submissions are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. Information regarding the application of this Act is available upon request to the Procurement Representative.

13.3. In addition, certain contractual information must be disclosed to DNSSAB's Board, and accordingly may become part of the public record.

13.4. Bidders may mark any part of their submission as confidential except the Total Contract **Price** and their name. A watermark or stamp imprint is suitable for this purpose. DNSSAB will use its best efforts not to disclose any information so marked, but shall not be liable to a Bidder where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

14. NON-DISCLOSURE AND NO COMMENT

14.1. No Bidder shall disclose details relating to the **RFQ**, Contract, or the Scope of Work to any outside person not engaged in work relating thereto, and shall restrain its employees from giving unauthorized information with respect thereto.

14.2. After the Contract is awarded, the Successful Bidder shall refer all inquiries from all third parties who are not involved in carrying out the Contract, but that relate to the Contract or the Scope of Work to be undertaken within the scope of the Contract to the Procurement Representative.

14.3. Prior to the award of the Contract, no Bidder shall contact any board member of DNSSAB or member of DNSSAB's staff with respect to the proposed Contract, except the buyer or other person designated for that purpose in the **RFQ** documents.

15. CONFLICT OF INTEREST

15.1. No employee of the DNSSAB and/or NDHC shall personally sell Goods or Services to DNSSAB and/or NDHC, nor have a direct or indirect interest in a company that sells Goods or Services to DNSSAB and/or NDHC.

15.2. DNSSAB may reject any Quote submitted, or cancel any contract awarded, in contravention of ss. 15.1.

16. AGENTS AND SOLICITORS

16.1. Each Bidder respectively shall be deemed to have warranted that it has not employed or retained any person, other than a bona fide employee, agent or broker working for the Bidder, to solicit or secure the proposed contract, and that it has not paid or agreed to pay any person, other than a bona fide employee, agent or broker working solely for the Bidder, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of that proposed contract, or as an inducement to be awarded that contract.

16.2. Without prejudice to any of its other rights, DNSSAB reserves the right to annul any contract or other arrangement entered into with a Bidder where there is a breach of the warranty under ss. 16.1.

17. ASSIGNMENTS AND SUBCONTRACTORS

17.1. No subcontracting by the Successful Bidder shall relieve the Successful Bidder of any responsibility for the full performance of all obligations of the Successful Bidder under the Contract, but despite the approval of any subcontractor by DNSSAB, the Successful Bidder shall be fully responsible for every subcontractors activities, works and acts and shall either, in person or through an accredited agent, receive all notices, communications, orders, instructions or legal Services as if the Successful Bidder were performing the subcontracted portion of the Scope of Work with its own resources.

17.2. Where required in the Form of **Quote** the Bidder shall indicate the names and addresses of all nominated subcontractors that it proposes to use on the Scope of Work, or in connection with the provision of any supply of Goods or an intended fixture.

17.3. DNSSAB reserves the right to reject any subcontractor so nominated.

17.4. No change shall be made to the list of nominated subcontractors after the closing of the **RFQ** without the prior written approval from DNSSAB.

18. OWNERSHIP OF DOCUMENTS; USE OF DESIGNS, ETC.

18.1. All maps, drawings, plans, specifications, computer disks and documents:

18.1.1. provided by DNSSAB to a Bidder shall remain the property of DNSSAB and shall be returned by the Bidder upon demand by DNSSAB for their return, whether or not the Bidder submits a Quote; or

18.1.2. prepared by the Bidder as part of its Quote or otherwise in connection with carrying out the Scope of Work contemplated under the Contract shall be the property of DNSSAB and may be used and disposed of by DNSSAB as it considers fit.

18.2. Unless DNSSAB otherwise agrees in writing, where any plan, drawing or design is provided in connection with a **RFQ** or a Contact, then:

18.2.1. the submission of a Quote by a Bidder shall be deemed to constitute a license by that Bidder to construct one sample model of the work or project contemplated based upon that plan, drawing or design, where such a sample is required in order to make an informed decision concerning the attractiveness, functionality or other merit of the plan, drawing or design in question; and

18.2.2. upon the award of the Contract to the Successful Bidder, the Successful Bidder shall be deemed to have licensed DNSSAB to construct such number of examples of the work or project contemplated based upon that plan, drawing or design that are contemplated under the Contract Documents;

18.2.3. but the licence conferred under ss. 18.2.1 and ss. 18.2.2 shall not be deemed to constitute an assignment of any patent, copyright, trade mark or other intellectual property of the Bidder.

19. RESERVED PRIVILEGES OF DNSSAB

19.1. DNSSAB shall have the following reserved privileges, which may be exercised or waived in its absolute discretion:

19.1.1. DNSSAB may reject any Quote, the Quote with the lowest Total Contract Price or all Quotes, and/or may cancel this **RFQ** and require the submission of new Quotes for any reason within its absolute discretion;

19.1.2. in addition to considering Quote prices, when evaluating Quotes and awarding the Contract, DNSSAB may exercise reasonable commercial judgment taking into account with respect to its decision:

19.1.2.1. the full lifetime cost implications to DNSSAB with respect to each Quote, including life-expectancy; the inclusion or exclusion of alternate or optional equipment or configurations and the price implications thereof; training or retraining costs; length and scope of warranty coverage; and long-term maintenance requirements;

19.1.2.2. the need to achieve economies of scale in supply;

19.1.2.3. the need to diversify sources of supply;

19.1.2.4. compatibility with existing equipment, including battery systems and battery chargers, such compatibility to be determined by tests conducted either by DNSSAB or by an independent testing agency satisfactory to DNSSAB;

19.1.2.5. compatibility with existing computer software and hardware, and capability to generate reports suitable to DNSSAB's existing reporting requirements; such compatibility and capability to be determined by tests conducted either by DNSSAB or by an independent testing agency satisfactory to DNSSAB;

19.1.2.6. any extraordinary or unjustified disparity between the lowest Quote and the other Quotes received by DNSSAB;

19.1.2.7. the amount of any trade-in allowance that is offered;

19.1.2.8. the need to secure timely and reliable sources of supply;

19.1.2.9. the need to discontinue reliance on obsolete technology and methods;

19.1.2.10. the need to provide state-of-the-art service to the tenants of DNSSAB, or to integrate any aspect of DNSSAB operations with those of its neighbors;

19.1.2.11. the need to avoid the use of unproven technology and methodologies;

19.1.2.12. the need to spread and minimize risk to DNSSAB;

19.1.2.13. the proximity of any service center of a Bidder to DNSSAB;

19.1.2.14. the benefit in employing suppliers who have a proven track record of successful delivery and good reputation within the business community for integrity and competence;

19.1.2.15. the prior record of the Bidder as a supplier to DNSSAB;

19.1.2.16. whether, in the opinion of DNSSAB or its professional advisors, the Bidder possesses the experience, or financial, technical, personnel or other resources that may reasonably be expected to be necessary in order to carry out the obligations that the Bidder proposes to assume under the terms of its Quote; and

19.1.2.17. such other considerations as would influence the decision of a reasonable and prudent purchaser in the particular circumstances of DNSSAB at the time when the Contract is awarded;

19.1.3. In awarding the Contract, DNSSAB may take into account the adherence or non-adherence of a particular Bidder to the social, economic or labour relations policies of DNSSAB;

19.1.4. DNSSAB may waive compliance with any minor requirement governing the submission of Quotes, including (but not limited to) any requirement to attend any meeting and/or inspect any site or thing provided that in so doing DNSSAB shall not unfairly prejudice any other Bidder;

19.1.5. DNSSAB may divide the final Contract and award on an individual commodity, component or factor basis; divide the final Contract and award by groups of commodities, components or factors; or award the Contract to one or more Bidders, where each submits an identical Quote (or to require the submission of a final and best offer, in lieu thereof) as DNSSAB may in its discretion consider to be in its best interest.

19.1.6. Where in the view of DNSSAB, an insufficient number of Quotes have been received in response to the RFQ, DNSSAB may publish a further such request (on the same or revised terms from the original request).

19.1.7. DNSSAB may accept any Quote conditionally;

19.1.8. Where the lowest Total Contract Price exceeds the budget approved by DNSSAB, or where during the course of the RFQ it is determined by DNSSAB that it would not be reasonable in the circumstances for DNSSAB to select its supplier solely by reference to price, DNSSAB reserves the right to identify a shortlist of one or more potential suppliers with whom it will seek to negotiate bilaterally a contract for the Scope of Work in question;

19.1.9. Where the contract is awarded to the Quote with the lowest Total Contract Price, DNSSAB may negotiate amendments to the contract or to the work to be done or Goods, Services or materials to be supplied under the contract and no other Bidder shall have any right to object that its Quote would have been lower had the negotiated amendments been included in the original RFQ.

20. RECORD AND REPUTATION

20.1. At the election of DNSSAB, whether or not a Quote or Bidder otherwise satisfies the requirements of a RFQ, DNSSAB may reject summarily any Quote received from:

20.1.1. a corporation or other person which has been involved in litigation with DNSSAB within the five (5) year period immediately preceding the date on which the RFQ was published;

20.1.2. any person against whom DNSSAB, has made a claim under a tender bond, a performance bond or a warranty bond within the five (5) year period immediately preceding the date on which the RFQ was published;

20.1.3. any corporation that is an affiliate of or successor to any person or corporation described in clauses ss. 20.1.1 or ss. 20.1.2 and

20.1.4. any person with whom, in the opinion of the DNSSAB, there are reasonable grounds to believe that it would not be in the best interests of DNSSAB to enter into a contract, including (without limiting the foregoing) the conviction of that person or any person with whom that person is not at arms length within the meaning of the *Income Tax Act* (Canada) of an offence:

20.1.4.1. under any taxation statute in Canada;

20.1.4.2. of moral turpitude, whether in Canada or elsewhere;

20.1.4.3. under the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as amended or re-enacted from time to time, with all regulations thereunder, and any successor legislation

20.1.4.4. under the *Environmental Protection Act*, or the corresponding legislation of any other province or any member of the European Union or the United States of America, where the circumstances of that conviction evidence a gross disregard of the part of that person for the environmental well-being of the communities in which it carries on business;

20.1.4.5. relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;

20.1.4.6. under the *Securities Act* or the corresponding legislation of any other province or any member of the European Union or the United States of America or any state thereof.

21. GOVERNING LAW

21.1. This **RFQ** and any Contract arising therefrom shall be subject to and shall be construed in accordance with the laws of Ontario.

21.2. Unless DNSSAB otherwise agrees in writing, any action or other legal proceeding arising under this RFQ and any Contract or any of the other Contract Documents (including any motion or other interlocutory proceeding) shall be brought in the Superior Court of Ontario sitting in North Bay, Ontario.

22. SAMPLES AND DEMONSTRATION

22.1. DNSSAB may request the provision of sample of any Goods that are to be supplied.

22.2. Any samples within the scope of **ss. 22.1** shall be delivered to DNSSAB no later than seven (7) business days after formal request is made, unless requested prior to the submission of a Quote, in which case the sample shall be delivered to DNSSAB together with the Quote.

22.3. DNSSAB shall not be charged for any sample provided under this provision, nor for the cost of delivering the sample to DNSSAB.

22.4. Where not used or damaged during testing, any sample provided to DNSSAB will, upon the Bidder's written request made within twenty (20) business days of the award of the Contract, be returned to the Bidder at the Bidder's expense.

22.5. DNSSAB may require a full demonstration at a place of DNSSAB's choosing of any Good that is to be supplied prior to awarding of the Contract, and all costs associated with that demonstration shall be for the account of the Bidder.

23. BRAND NAME

23.1. Any reference to the trade name, brand name or catalogue number of a particular manufacturer shall be understood to have been made solely for the purpose of establishing and describing general performance and quality levels of the item to be supplied, unless specified otherwise.

23.2. No reference to the trade name, brand name or catalogue number of a particular manufacturer shall be construed to restrict Bidders to that manufacturer, but Quotes shall be deemed to be invited for generic no-name equals and comparable equipment of any manufacturer.

23.3. Despite **ss. 23.2**, if an item other than the one specified is proposed, it is the Bidders responsibility to demonstrate that the proposed item meets the specifications, and the Bidder shall submit brochures and samples upon request and provide full specifications in detail concerning the item(s) proposed. DNSSAB shall be the sole judge (in its absolute discretion) as to whether an item proposed meets its specifications.

24. CONTRACT DOCUMENTS

24.1. Any ambiguity, conflict or inconsistency between the documents comprising this solicitation and any contract thereafter, shall be resolved according to the following order of precedence (the "Contract Documents"):

24.1.1. the **RFQ**, including the notice, these instructions; the Scope of Work, the standard text of the Form of **QUOTE** as prescribed by DNSSAB; any Special Provisions, including any drawings, detail drawings, or shop drawings, and any Addendum; then

24.1.2. the Successful Bidder's Quote; then

24.1.3. any **Contract** for Work; then

24.1.4. any other document agreed by the parties to constitute one of the Contract Documents

24.2. The provision in the listed Contract Documents shall prevail over any other document, unless DNSSAB otherwise expressly agreed thereto in writing by both parties.

24.3. Where one or more provisions of any of the Contract Documents are found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, the remaining **terms** and provisions of the Contract Documents shall be deemed to be severable from the part so found and shall remain in full force and effect, but this provision shall apply only insofar as the effect of that severance is not to change the fundamental nature of the obligations assumed respectively by each of DNSSAB and Successful Bidder respectively.

25. NON EXCLUSIVE

25.1. Unless otherwise expressly provided in the **RFQ**, no Contract for the supply of Goods, Services, the supply and installation of fixtures, or any combination thereof shall be deemed or construed to confer upon the Successful Bidder an exclusive right to supply those items, nor an exclusive obligation on the Successful Bidder to provide those items only to DNSSAB.

26. INTERPRETATION

26.1. In these Instructions:

26.1.1. "**Addendum**" means a written amendment to any of the solicitation documents which has been prepared and issued by DNSSAB.

26.1.2. **Quote** means the completion and submission by a Bidder of all documents and forms requested by DNSSAB in the Form of **Quote** herein, which is the formal and binding response by a Bidder to this **RFQ**.

26.1.3. **Bidder** means any person, company or entity who has submitted a Quote in response to this **RFQ**.

26.1.4. **Contract** means the binding arrangement between the DNSSAB and a Bidder once DNSSAB has formally, and in writing, accepted the Bidder's Quote.

26.1.5. **Contract Documents** has the same meaning ascribed to it under **s. 24**.

26.1.6. **Contract for Work** means any ancillary document mutually agreed to between «Acronyms» and the Successful Bidder, which provides additional terms and conditions for the work and arrangements completed herein.

26.1.7. **Factor Price** means any unit pricing or other component of the Total Contract Price.

26.1.8. **Good** means any item of tangible personal property, material, equipment, device, and/or program necessary for the Scope of Work; includes deeds and instruments relating to or evidencing the title or right to such personal property 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; items of tangible personal property that are intended for installation as a fixture or otherwise for incorporation into the land, a building or structure, or that are ornamental or industrial trees, grass sod, flowering plants, shrubs, soil, seed or fertilizer; computer network infrastructure, data storage facilities, and/or computer hardware and/or software.

26.1.9. **Scope of Work** means all Goods, Services and other things of commercial value to be supplied or things incidental thereto contemplated in Scope of Work.

26.1.10. **Service** means the direct action, activity, consultation, maintenance, labour, support, installation, repair, task, training, and/or warranty necessary for the Scope of Work, inclusive of any description, whether commercial, industrial, trade, or otherwise, of all professional, technical and artistic, Goods (includes the procurement of computer hardware and software), Services, and the transporting, acquiring, supplying, storing and otherwise dealing with any action, arrangement, construction, procurement, support delivery, and/or implementation task required for the satisfactory completion of the Successful Bidder's obligations outline in the Contract Documents.

26.1.11. **Successful Bidder** means the Bidder or Bidders whose Quote is selected by «Acronyms» for award under the terms and conditions of this RFQ.

26.1.12. **RFQ** means all associated documents related to the solicitation for Goods and/or Services herein, including the notice, theses instructions, Scope of Work, Form of **Quote**, any Special Provisions, any Addendums, and any renewal or substitute for this solicitation.

26.1.13. **Total Contract Price** has the same meaning ascribed to it under Form of **Quote** - Stage Two: Total Contract Price.

26.2. Where in these Instructions a reference is made to the express written agreement of DNSSAB, it shall be understood that DNSSAB shall not be deemed or construed to have agreed to any stipulation, specification, exclusion, limitation or other **term or condition** set out in a Quote that deviates from a provision set out in any of the documents set out herein, unless that deviation is expressly confirmed in the Contract for Work or in an amendment to that contract.

26.3. In these Instructions and in all of the Contract Documents, unless the context otherwise necessitates:

- 26.3.1. a word importing the masculine, feminine or neuter gender only includes members of the other genders;
- 26.3.2. a word defined in or importing the singular number has the same meaning when used in the plural number, and *vice versa*;
- 26.3.3. a reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution therefor or amendment thereof;
- 26.3.4. the headings to each section are inserted for convenience of reference only and do not form part of the Contract;
- 26.3.5. all accounting **terms** have the meaning recognized by or ascribed to those **terms** by the Chartered Professional Accountants of Canada;
- 26.3.6. all references to time shall be deemed to be references to current time in City of North Bay;
- 26.3.7. any reference to personnel of DNSSAB shall be construed to mean the person holding that employment position from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor position or the designate or deputy of that person; and
- 26.3.8. words and abbreviations which have well-known professional, technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

 End of Instruction

SCOPE OF WORK

1. Project Identification

1.1. The Successful Bidder is responsible for altering an existing lobby space into a new, more secured lobby space within the Project Site. The Successful Bidder is responsible for the erection of new walls to isolate the lobby area, which will also include a new entrance door that is lockable and fully compliant with accessibility requirements as described herein. The Successful bidder shall furnish all labour, materials, equipment, services and incidentals necessary to perform the work described herein per the attached drawings and specifications. The work described herein relates to the official project (the "Project") known as the Lobby Security Upgrade DNSSAB Office Mattawa.

2. Site Details

2.1. The Project is located at 540 Valois Drive, Mattawa, ON, P0H 1V0 (the "Project Site") which is owned and managed by TIM BIGELOW (the "Landlord" or "Owner").

3. General Requirements

3.1. The Successful Bidder shall have access to the Project Site during regular operating hours, 8:30 am – 4:30 pm. Working hours outside of regular operating hours shall be coordinated with DNSSAB's Project Lead.

3.2. The Mattawa Office will be occupied during construction. The construction schedule shall be flexible and shall be coordinated with Mattawa Office staff to allow for previously scheduled programs to be run during and immediately after construction activities.

3.3. Cost for any health and safety requirements, including signage and protection, shall be included in the Total Contract Price.

3.4. Successful Bidder shall work with DNSSAB to ensure on-time completion, and a high standard of professionalism is maintained to meet all relevant standards and warranty requirements.

3.5. Successful Bidder shall verify field measurements to ensure that the proposed work described is suitable for the existing site conditions and give recommendations for optimal installation and operation of such equipment.

3.6. Successful Bidder shall take immediate and necessary action to stop work and rectify any workmanship and materials that fail to meet the requirements identified within the Scope of Services.

3.7. Successful Bidder shall provide prompt and reasonable response to all inquiries or complaints made via emails or phone call by DNSSAB regarding the construction. In any event, a response shall be made within 24 hours of initial report made by DNSSAB.

3.8. All work must comply with legislation concerning persons with disabilities. The Project as a whole shall support inclusion of all abilities.

3.9. The Successful Bidder shall ensure that all work complies with the most recent version of the Ontario Building Code, Ontario Electrical Safety Code, CSA B149 GAS CODE, ASHRAE and all other applicable codes.

3.10. The Successful Bidder shall support DNSSAB's policy to encourage and promote the 3-R's of material and energy consumption (reduce, reuse and recycle). The Successful Bidder shall adhere to these same principles which includes but not limited to the following:

3.11. The work specified herein that will generate waste and debris and all such materials shall be disposed of at the Successful Bidder's expense at a Ministry of the Environment, Conservation and Parks (MECP)-approved site in a MECP-approved manner.

3.12. The Successful Bidder shall provide certificates/documentation to confirm that disposal has been undertaken as per the contract. Where requested, such certificates shall be furnished prior to, and as a specific condition of, DNSSAB's final payment. Certificates shall state the location and date of the disposal site, that disposal has been completed satisfactorily, and that all applicable fees and permits have been paid.

3.13. No compulsory trade shall carry on work as described in the Scope of Services unless that person holds a valid license. Compulsory trades must have the appropriate training and certification. DNSSAB may request verification of proper Certifications and Licenses at any time. Successful Bidders are required to provide copies of the Licenses and Certifications within 24 hours from the time of request.

4. Duties and Responsibilities

4.1. Unless otherwise stated in the **RFQ**, the Successful Bidder shall be required at its own cost to:

4.1.1. apply for, obtain, and pay all fees or charges for any permit and/or licence.

4.1.2. pay inspection fees or charges for inspections other than those stipulated to be paid out of any inspection fee allowance provided for in the Contract Documents.

4.1.3. pay all applicable taxes and all other charges other than Goods and Services Tax, Provincial Sales Tax, Harmonized Tax or other applicable sales or value added taxes, imposed under the laws of Ontario and the laws of Canada applicable therein; and

4.1.4. provide all Goods and/or Services necessary to complete the Scope of Work.

4.1.5. ensure that all staff supplying Services hold valid and current licences required by law with respect to the Services to be supplied by them respectively.

4.2. In carrying out the Scope of Work and otherwise in performing the Contract, the Successful **Bidder** shall comply with all applicable statutes, law, by-laws, regulations, ordinances, notices, notices and orders of the Federal, Provincial or municipal government from time to time in effect during the currency of the Contract, and where the attention of the Successful **Bidder** is called to any violation thereof by **DNSSAB**, the Successful **Bidder** shall immediately desist from and remedy that violation.

5. Scope of Work

- 5.1. Successful Bidder shall supply all materials to perform all work as outlined in the Scope of Work which includes all drawings, specifications, and schedules issued.
- 5.2. All work shall be completed in compliance with the latest editions of the Ontario Building Code, Ontario Electrical Safety Code, and all other applicable codes.
- 5.3. Submit shop drawings to the Project Lead for approval prior to ordering materials.
- 5.4. Coordinate with the Landlord to acquire all necessary permits and licenses for the Project.
- 5.5. Supply, prepare, install, finish and paint all new walls as per the drawings and any specifications.
- 5.6. Supply and install the new accessible lobby entrance door as per the drawings and any specifications.
- 5.7. Supply and install new electrical and data connections, routing cables as required to conceal all cables inside walls or above ceilings as per the drawings and any specifications.

6. Separation of Scope of Work

6.1. The separation of the task and expectations as described in this Scope of Work into customary or other trade divisions, sections and subsections shall not qualify the obligations of the Successful Bidder under any Contract awarded under the RFQ, but shall be deemed to have been done solely for ease of reference.

7. Tentative Project Schedule

7.1. The Project Schedule is intended to provide anticipated completion dates in which **DNSSAB** is working toward. Notwithstanding the foregoing, **DNSSAB** reserves the right to modify the timelines set out below as **DNSSAB** deems necessary.

MILESTONE

COMPLETION DATE (mm/dd/yyyy)

Project Award	1/6/2025
Project Start	1/13/2025
Project Completion	1/28/2025

8. DNSSAB'S Project Lead

8.1. All correspondence related to the Project **DNSSAB** project lead and the contact for all questions, inquiries complaints, and/or suggestions shall be directed as follows:

- 8.1.1. Position: Risk Management Specialist
- 8.1.2. Phone: 705-474-2151, ext. 63139
- 8.1.3. Email: risk@dnssab.ca

8.2. Duties and responsibilities of the Project Lead include:

- 8.2.1. Monitoring and exercising control and right of approval over the development of the project.
- 8.2.2. deciding on matters of deviation from the project.
- 8.2.3. Communicating decisions and directions to the Successful Bidder.
- 8.2.4. Attending co-ordination meetings as necessary.
- 8.2.5. Monitoring schedule, performance and safety practices.
- 8.2.6. Coordinating access to Project Site for work required to complete the Project.
- 8.2.7. Receiving invoices and processing payments to the Successful Bidder.

9. Orientation Session

9.1. **DNSSAB** may require the Successful **Bidder** (and those employees of the Successful **Bidder** who will be employed herein) to attend a training and orientation session to be conducted by **DNSSAB** at such place as **DNSSAB** may direct. The session may last for up to one full working day. No amount shall be payable by **DNSSAB** in respect of that session.

10. List of Specifications and Drawings

Drawing/Document Name	Description
2024-PM-01-C2-04-C Lobby Drawing	Architectural Drawing A1.0 prepared by Mitchel Jensen Architects, dated 11-November-2024

11. Expertise and Experience

11.1. **Bidders** submitting **Quote** and all the subcontractors they propose to use on or in connection with the Scope of Work shall be actively engaged and thoroughly experienced in the lines of work required and shall be able to refer to previous work of a similar nature satisfactorily performed by them.

12. Term of the Contract

12.1. The term of the Contract will commence with the issuance of a purchase order, notice to proceed or the execution of the Contract for Work, as the case may be, whose duration should not exceed **one (1) months**.

13. Patents and Copyrights

13.1. The Successful **Bidder** shall defend, indemnify and save harmless **DNSSAB** from all and every claim for damages, royalties, or fees for the infringement of any patented invention or copyright occasioned by them in connection with work done or Goods and/or Services furnished by them under the Contract.

13.2. No black market or grey market Goods shall be supplied to **DNSSAB**, and every person supplying Goods and/or Services to **DNSSAB** shall be deemed to have warranted that they are genuine and lawfully supplied.

14. Warranties of Bidders

14.1. Each **Bidder** shall be deemed to have expressly warranted, especially upon the selection of its **Quote**, as follows:

14.1.1. That if a corporation is a duly incorporated, organized and subsisting corporation; if other than a corporation, is duly registered as a business under all applicable legislation; and as such has all requisite powers, capacities, licences and permissions under its governing legislation and the other laws applicable to it, and under the articles of incorporation or other instrument by-laws under which it is organized to carry on all businesses in which the **Bidder** is engaged; enter into, exercise its rights and perform and comply with its obligations under the Contract Documents; and that all actions, conditions and things have been done, taken or fulfilled with respect thereto, that are required by law, contract or otherwise.

14.1.2. That it and its subcontractors and the respective workforce of each are fully qualified to carry out this Scope of Work and perform the Contract and hold all requisite licences, franchises and other authorization required by law with respect thereto.

14.1.3. That it is not a party to any agreement under the terms of which the **Bidder** is prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the **Bidder** under the Contract Documents.

14.1.4. To the best of the **Bidder**'s information and belief and after making diligent inquiries:

14.1.4.1. the information concerning the business, affairs and financial and other condition of the **Bidder** that are contained in all documents, memoranda, records, statements made sent or given by the **Bidder** to **DNSSAB** during the course of the negotiation of the Contract, and in its current regulatory filings, are true and accurate in all material respects; and

14.1.4.2. the **Bidder** is not aware of any material facts or circumstances having a bearing upon its ability to perform its obligations under any of the Contract Documents which have not been disclosed to **DNSSAB** in writing.

14.1.5. That it shall not deviate from the Contract Documents without the consent of **DNSSAB** in writing.

15. Standard Warranty

15.1. The Successful **Bidder** shall agree to promptly repair or replace, at no cost to **DNSSAB**, all defects in materials or work of which the Successful **Bidder** has been properly notified within a period of one year from date of completion of the Scope of Work.

15.2. This warranty shall not apply where a different warranty is specified in the **RFQ**, this Scope of Work, and/or Contract Document.

16. Quality of Goods

16.1. Unless the Scope of Work otherwise provides, all materials supplied by the Successful **Bidder** shall be new and shall conform to the requirements of the Scope of Work but on the request of the Successful **Bidder**, **DNSSAB** reserves the right to approve alternatives in writing prior to their supply.

16.2. Where required by **DNSSAB**, the Successful **Bidder** shall furnish a complete written statement of the origin, composition and manufacture of all Goods, materials and equipment to be supplied herein, and shall furnish samples thereof for testing purposes, if so instructed by **DNSSAB**.

16.3. **DNSSAB**'s approval of changed Goods, materials and/or equipment shall not be considered as waiver of objection to the work or materials at any subsequent time due to their failure to conform with the specifications.

17. Use of DNSSAB Property and Character and Conduct of Employees

17.1. Where any part of the Scope of Work is to be carried out on property owned or occupied by **DNSSAB**, the Successful **Bidder** agrees that it shall:

- 17.1.1. use that property and require its employees and subcontractors to use that property, only for such purposes as fall fairly within the scope of the Contract Documents.
- 17.1.2. refrain from committing waste on that property and use reasonable care to avoid causing any damage to any person or thing on that property or any neighboring property.
- 17.1.3. employ only orderly, experienced and competent persons to do the work; and
- 17.1.4. comply, and cause its agents, directors, officers, employees and subcontractors to comply, with the **DNSSAB**'s zero tolerance of violence policy.

17.2. Serious violations of the above requirements shall constitute grounds for the termination of the Contract.

17.3. The Successful Bidder shall be responsible for any damage to any surrounding structures and vehicles. Any damage incurred shall be corrected by the Successful Bidder at no additional cost to **DNSSAB**.

17.4. Care shall be taken to protect existing mechanical, electrical and IT equipment that shall remain on site during the duration of the work. These items shall be protected from dust and contamination.

17.5. All workers shall wear the appropriate clothing and safety wear as required by the Occupational Health and Safety Act and all other applicable legislation and regulations.

17.6. The Successful **Bidder** shall neither bring onto nor allow the introduction or use of tobacco, alcohol or illegal narcotics or controlled substances (including marijuana, hashish and all derivatives thereof) upon any **DNSSAB** property.

18. Insurance Requirements

18.1. Throughout the term of the Contract (including any renewal thereof), the Successful **Bidder** shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance:

- 18.1.1. **Professional Errors & Omissions Liability Insurance** for the provision of professional or consulting Services where there is potential that a negligent act may cause damage/loss involving physical things, which in turn may cause damage/loss or injury to property or persons (e.g., architectural or engineering Services, legal Services, accounting Services, appraisal Services, brokerage Services, etc.) having no aggregate limit and an inclusive limit of not less than \$2,000,000 per claim or such greater amount.
- 18.1.2. **Commercial General Liability** Insurance (in all cases), including but not limited to bodily and personal injury liability, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, and contingent employers liability coverage, having an inclusive limit of not less than \$5,000,000 per occurrence.
- 18.1.3. **Standard Form Automobile Liability** Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$1,000,000 per occurrence.
- 18.1.4. **Non-Owned Automobile Liability** Insurance (in all cases) in standard form having an inclusive limit of not less than \$1,000,000 per occurrence or such greater amount as **DNSSAB** may from time to time request, in respect of vehicles not owned by the Successful **Bidder**, that are used or operated on its behalf for the provision of Services under the Contract.
- 18.1.5. **Comprehensive Crime** Insurance, broad form coverage to adequately protect **DNSSAB** against loss of monies, securities or other properties, including property of **DNSSAB** while such property is in the Successful **Bidder**'s care, custody, and control; for dishonesty, disappearance and destruction; and to protect against incidents arising out of but not limited to theft, robbery or burglary, having a limit of not less than \$50,000 for Employee Dishonesty (Commercial Blanket Form A), Loss inside the Premises, and Loss outside the Premises.

18.2. All polices of insurance within the scope of **ss. 18.1** shall include:

- 18.2.1. coverage as unnamed insured, for all subcontractors and the employees of the Successful **Bidder** and those persons, provided that **DNSSAB** reserves the right to require the Successful **Bidder** add further parties as additional unnamed insured persons;
- 18.2.2. be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to **DNSSAB**,
- 18.2.3. an insurance company that is licensed to carry on business in Ontario;
- 18.2.4. be maintained continuously during the course of carrying out the Scope of Work or for such period of time as may be required after completion of the Scope of Work, as deemed necessary by **DNSSAB**;
- 18.2.5. provide for a deductible amount of no greater than \$10,000;
- 18.2.6. include **DNSSAB** named as an additional insured to the extent of the Successful **Bidder**'s obligations to **DNSSAB** under the Contract Documents;
- 18.2.7. contain cross-liability and severability of interest provisions, as may be applicable;
- 18.2.8. preclude subrogation claims against **DNSSAB** and any other person insured under the policy; and

18.2.9. provide that at least twenty (20) Business Days prior written notice to **DNSSAB**, given by the Insurer, before the Insurer or Successful **Bidder** take any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.

18.3. **DNSSAB** reserves the right to require the Successful **Bidder** to purchase such additional insurance coverage as the **DNSSAB** may reasonably require. **DNSSAB** reserves the right to request such higher limits of insurance or otherwise alter the types of coverage requirements (taking into consideration such matters as the nature of the work, contract value, industry standards, and availability of insurance) as **DNSSAB** may reasonably require from time to time.

18.4. Any insurance coverage acquired under the Contract shall in no manner discharge, restrict or limit the liabilities assumed by the Successful **Bidder** under the Contract. The dollar limit of insurance coverage shall not be limited by the dollar amount of the Contract.

18.5. The Successful **Bidder** shall deposit with **DNSSAB** such evidence of its insurance as provided in or required under the provisions of these Instructions, an Addendum or the Special Provisions: at the time of execution of the Contract for Work (if any); or in any event prior to commencing the Scope of Work.

19. WSIB

19.1. Prior to the execution of the Contract for Work or before commencing the Scope of Work where there is no Contract for Work, the Successful **Bidder** shall submit to **DNSSAB** an original Clearance Certificate from the Ontario Workplace Safety and Insurance Board and shall provide additional certificates with respect to such coverage as often as **DNSSAB** deems necessary during the *term* of the Contract to ensure continued good standing with the Workplace Safety and Insurance Board; or furnish proof in a form satisfactory to **DNSSAB** from the Workplace Safety and Insurance Board that the Successful **Bidder** does not require Workplace Safety and Insurance Board insurance, but in such a case if the Successful **Bidder** changes its status during the *term* of the Contract so that such coverage is required, the Successful **Bidder** shall immediately provide **DNSSAB** with the certificate required hereunder.

19.2. Where a substantial portion of the work to be done under the Contract is to be carried out by a subcontractor, **DNSSAB** may require the Successful Bidder to furnish the same evidence as provided under ss. 19.1.

20. Covenants of the Successful Bidder

20.1. In addition to its other obligations under the Contract Documents, the Successful **Bidder** shall be deemed to have expressly covenanted upon the selection of its Quote as follows:

20.1.1. To carry out all work and perform all of its obligations under the Contract Documents in a good and professional manner, according to the best standards of practice of the industry, profession or trade in which the Bidder carries on business (including any applicable standards of professional conduct).

20.1.2. To employ properly qualified and experienced workers to carry out all work required in connection with the Contract, and shall cause its subcontractors and their suppliers to do the same.

20.1.3. To use only new, first class materials, and shall cause its subcontractors and their suppliers to do the same.

20.1.4. To an adequate workforce with proper equipment in good working *condition*, and shall have ready access to all materials, equipment and accessories required to perform its obligations under the Contract Documents, and shall cause its subcontractors and their suppliers to do the same.

20.1.5. Where the Successful **Bidder** is not a resident of Ontario unless it has previously done so, it shall immediately after receiving the **DNSSAB**'s order to commence work, obtain from the Ontario Retail Sales Tax Branch, a certificate showing that the Successful **Bidder** has registered with that Branch, and shall submit that certificate to the owner; and it shall not commence work or order any materials or equipment for the Contract until it has registered as required herein.

20.1.6. To ensure that all subcontractors who are employed by it in connection with the performance of the Contract, and who are not resident in Ontario, are registered with the Ontario Retail Sales Tax Branch, before permitting them to commence any work under the Contract.

 End of Scope

FORM OF QUOTE STAGE ONE: MANDATORY REQUIREMENTS

Quote Submitted By

Bidder must provide all requested information below; if any information is not provided, the Quote may be disqualified, at DNSSAB's sole discretion.

Company Name: _____

Company Address: _____

Incorporated Under the Laws of _____

[Specify Province; Canada or otherwise and relevant statute]

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 RFQ. I am aware that failure to acknowledge the correct amount of Addendum(s) may result in the disqualification of my RFQ-PM-01-C2-04-C, at DNSSAB's sole discretion.

Declaration of a Conflict Of Interest (if applicable, provide details below)

Declaration of a Joint Submission (if applicable, provide details below)

Bidder's Declaration

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

INITIALS	Declarative Statements
	I/WE agree to provide all Goods and/or Services, as more specifically set out and in accordance with the Scope of Work, Specifications, Drawings, Addenda (if issued), etc. stated therein.
	I/WE have reviewed all documents associated with this Bid and agree to all its terms and conditions.
	I/WE declare that the Bid submitted has been made entirely in accordance with the terms and conditions outlined in the RFQ Notice, Instructions, the Form of Quote and any Addendum.
	I/WE declare that this Bid is the only Bid submitted by us and that no other Bid was submitted, by us, using a different name, subsidiary, or by any other means.
	I/WE declare that this Bid was submitted by a Bidder (and all Subcontractor(s)) who is not an Opposing Party in legal action against DNSSAB.
	I/WE declare that this Bid is made without collusion, connection, knowledge, comparison of figures or arrangement with any other Bidder, Company, firm or persons making a submission and is in all respects fair and without collusion for fraud.
	I/WE declare that the Bidder's Company empowers the undersigned to negotiate all matters with DNSSAB's representatives relative to this Bid and any future Contract, and the person named below has the authority to submit this Bid on behalf of the Bidder's Company.
	I/WE declare that no persons associated with this Bid have initiated communication about this Bid 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 DNSSAB's Personnel and/or the media.
	I/WE declare that no person associated with this Bid has been convicted of a criminal offence, including but not limited to fraud or theft.
	I/WE declare that no person associated with this Bid 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 Bidder for the health and safety of its workers, DNSSAB's employees, and/or the general public.
	I/WE declare that no person associated with this Bid has committed professional misconduct, acts, or omissions that adversely reflect on the commercial integrity of the Bidder.
	I/WE declare that if any future Contract is to be negotiated with DNSSAB 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 Bidder, 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 Bid or to the employee of the Bidder.

	I/We, including Non-Resident Bidders, 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 DNSSAB safe and harmless from any property damage; or claims by individuals or third parties, including any legal costs incurred by DNSSAB 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 Bid.
	If the Bid 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.

Required Documents

Please initial beside each document to which you have submitted. Bidders are required to submit each of the following document(s) with this form. Failure to provide the required documentation will result in disqualification, and your Proposal will receive no further consideration.

INITIALS	I/WE have submitted with this Quote
	A copy of a current Business License or incorporation documents.
	Verification of Certificate of Qualification from Skilled Trades Ontario, with Red Seal endorsement for all members of the Project Team.
	Verificaiton of current Membership within Ontario General Contractor Association.
	Verification of the Professional Errors & Omissions Liability Insurance requirement outlined in ss. 12.1.1 of the Scope of Work.
	Verification of the Commercial General Liability Insurance requirement outlined in ss. 12.1.2 of the Scope of Work.
	Verification of the Standard Form Automobile Liability Insurance requirement outlined in ss. 12.1.3 of the Scope of Work.
	Verification of the Non-Owned Automobile Liability Insurance requirement outlined in ss. 12.1.4 of the Scope of Work.
	Verificaiton of the Comprehensive Crime Insurance requirement outlined in ss. 12.1.5 of the Scope of Work.

Quote Requirements: Scope of Work

Please initial below to confirm if you are capable of completing each of the following **project requirement**. Please note that if a Project requirement is not confirmed, your Quote may be disqualified.

INITIAL	By initialing herein, I/WE are confirming that I/we shall complete each of the following:
	Submit shop drawings to the Project Lead for approval prior to ordering materials.
	Coordinate with the Landlord to acquire all necessary permits and licenses for the Project.
	Supply, prepare, install, finish and paint all new walls as per the drawings and any specifications.
	Supply and install the new accessible lobby entrance door as per the drawings and any specifications.
	Supply and install new electrical and data connections, routing cables as required to conceal all cables inside walls or above ceilings as per the drawings and any specifications.

List of Subcontractors

Please initial beside the statement which best describes how subcontractors are associated with your Quote:

Yes Subcontractors are involved with this Quote.

No No subcontractors are involved; all work will be done by own forces

If Yes above, provide a list of all subcontractors and details about their role using the table below:

Company	Address	Contact Person	Which Project Requirement Duty or Task	% of Workload (Project Requirement – Duty or Task)

Time for Completion

The Bidder agrees to begin work on the Scope of Work within the number of business days specified in the schedule below, following the award of the contract or receipt of notice to proceed, whichever is earlier. The Bidder also agrees to complete the Scope of Work within the number of business days provided in that schedule, that period beginning on the date specified for the commencement of production.

Number of Business Days Before Commencement of Work	Number of Business Days for Completion of Scope of Work

References

The Bidder must have experience in providing the required Goods and Services. A minimum of three (3) references from companies (DNSSAB excluded) for whom the Bidder has completed a similar job of scope and magnitude in the past five (5) years is required. DNSSAB will contact all references each reference and the feedback from the references will affect DNSSAB's decision for award.

Company Name	Reference Full Name	Reference phone and email	Description of work performed	Dates when work was started and completed	Reference has been informed?

Authorizations

This Form One, signed under seal, witnessed, executed, dated and submit as per the requirements of the RFQ PM-01-C2-04-C.

Signature of Authorized Officer

Date

Name:

Position

I have authority to bind the Corporation, Company, or Partnership

End of Stage 1 Form

FORM OF QUOTE STAGE TWO: TOTAL CONTRACT PRICE

1. Total Contract means the fully inclusive, all-in total contract price, constituting the sum of all costs quoted by a Bidder in its Quote with respect to the Scope of Work: including the purchase price for all materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs, and all applicable taxes relating to the foregoing; but excluding any options or alternatives requested in the RFQ Notice or other Contract Documents that «Acronyms» elects not to purchase;
2. Each Bidder is required to deal with DNSSAB in utmost good faith both with respect to the submission of its Quote and with respect to the performance of any Contract awarded by DNSSAB upon the acceptance of that Quote.
3. Throughout the term of the Contract, the Successful Bidder shall treat DNSSAB as its most favoured customer, so that:
 - 3.1. the Total Contract Price offered by the Successful Bidder to DNSSAB shall be no less favourable than the corresponding price offered by the Successful Bidder to any other Customer; and
 - 3.2. the bundle of Goods and Services offered by the Successful Bidder to DNSSAB at the Total Contract Price shall be at least as complete as that offered to any other Customer of the Successful Bidder at the same price within the 30 Business Day period immediately preceding and following the date of the submission of the Quote; and where during the course of any Contract awarded to the Successful Bidder under this RFQ, the price for any Goods or Services to which this RFQ relates is lowered below the Factor Price incorporated into the Total Contract Price in respect of that Good or Service, the Successful Bidder shall so notify DNSSAB and that lower price shall be passed along to DNSSAB, and the Total Contract Price payable by DNSSAB shall be adjusted accordingly, provided that this subsection shall apply only with respect to sales or supply made by the Successful Bidder to customers who are at arms length to the Successful Bidder within the meaning of the Income Tax Act, and where the sale or supply relates to Goods or Services of comparable quantity and quality as those sold or supplied to DNSSAB.
 - 3.3. The price of all options and alternatives may be separately stated. Where options or alternatives are requested in the **RFQ** Notice; Scope of Work, an Addendum; or in the Special Provisions, DNSSAB shall not be obliged to purchase those options or alternatives when accepting a Quote, but may at its discretion elect to purchase all, some or none of the options or alternatives offered, but the Successful Bidder shall be obliged to adhere to the Total Contract Price quoted in its Quote.

4. Total Contract Price

- 4.1. Unless expressly agreed in writing by DNSSAB, the Total Contract Price shall be deemed to have been quoted on an all-in basis, and the Successful Bidder shall accept the Total Contract Price as full payment for furnishing all necessary labour, Goods, materials, Services, tools, equipment, supplies, light, power, water and other incidentals, and for performing all the work and providing all Services contemplated under the Contract.
- 4.2. A Bidder shall be deemed to have included in the Total Contract Price quoted in its Quote, the entire cost of:
 - 4.2.1.all items that the Successful Bidder is responsible for under these Instructions or any of the other Contract Documents, except where otherwise provided;
 - 4.2.2.where the Scope of Work, Work or Supply so requires, providing water, utility and sewer connections;
 - 4.2.3.preparing and submitting such drawings as may be required by DNSSAB; and
 - 4.2.4.such warranty and maintenance requirements as may be specified by DNSSAB, and in default of any such specification with respect to the Contract, a one year warranty and maintenance requirement.
- 4.3. Without limiting the generality of any other provision of these Instructions, unless otherwise provided in the Scope of Work or the Special Provisions, the Vendor shall be required to provide and pay for:
 - 4.3.1.all material, labour and service costs, charges for use of tools and equipment whether owned or rented, and where any work is to be carried out or Services are to be rendered on property owned or occupied by DNSSAB, all protective and safety provisions, site signs and site conveniences, together with all cranes, scaffolding and shoring, freight costs, and material-handling and storing, and all Services and incidentals whether shown or specified or required by good practice;
 - 4.3.2.all bonds or other accepted forms of Quote, performance, and labour and material payment security, insurance, permits and inspections; all applicable taxes, workers compensation and all other applicable labour-compensation charges necessary to carry out the Scope of Work, make the Supply and complete all Work in accordance with the Contract Documents; and
 - 4.3.3.all Services and materials required to carry out the Scope of Work, do all of the Work and make the Supply, in accordance with all Contract Documents and all instructions given by DNSSAB thereunder, in accordance with governing regulations and codes and in compliance with good industrial and commercial practice for first class workmanship, which in all instances, unless otherwise stipulated, shall be deemed to require work that has a finished appearance, is ready for use or use and operation, and includes the installation of all linkages, interfaces, protocols, computer cards, computer memory, software, peripherals, housing, sheathing, insulation, and mechanical, electrical and other systems and connections required for proper functionality.

4.4. Total Contract Prices shall be evaluated on the basis of their respective net present value, provided that DNSSAB may make appropriate allowances for extended warranty coverage, lower maintenance cost, higher trade-in value, longer life expectancy and other factors relevant to determining the full life-time cost of the Quote. Preference may be given to a Quote that offsets cost with related savings, so as to provide for no or minimal net tax increases and maximum benefits to DNSSAB. For the purposes of determining net present value, the discount rate and any escalation factor shall be uniformly applied to all Quotes, but otherwise shall be in the discretion of DNSSAB. DNSSAB shall not be required to cause prices to be read out publicly on the opening of Quotes or at any other time. Only the Bidders names and receipt of documents will be acknowledged.

4.5. Once the contract has been awarded, only the Total Contract Price on which the award of the contract is based will be disclosed. Component or Factor Prices will not be disclosed. Official notification will only be given to the Successful Bidder; however, persons who submitted a Quote may obtain the Total Contract Prices for all Bidders upon request to the buyer designated as the Procurement Representative for the RFQ. Where the award of the Contract is based on a scoring method using evaluation criteria, only the total score and Total Contract Price of the Successful Bidder will be disclosed. Award information will be made available on the DNSSAB Procurement Website at: <https://dnssab.ca/category/procurement/>

5. TAXES

5.1. As various parts of a Scope of Work, Work or Supply may or may not be exempt from Federal or Provincial sales tax, Bidders are required to refer to the Special Provisions for details respecting payment exemptions, rebates and taxes. All prices shall be quoted exclusive of Goods and Services Tax, Provincial Sales Tax, Harmonized Tax or other applicable sales or value added taxes, imposed under the laws of Ontario and the laws of Canada applicable therein, and DNSSAB may adjust any price quoted contrary to this requirement. Bidders shall expressly disclose any other applicable sales, customs or excise tax or duty, including a levy or duty imposed as a Special Import Measure to which any work or supply of Services or materials may be subject that is outside the scope of subsection (2).

6. VARIATION IN QUOTE PRICES

6.1. No variation in Quote Price [s] shall be permitted after the closing date and time except:

- 6.1.1. in the instance of variation due solely to an increase or decrease in the rate of applicable taxes beyond the control of the Bidder, occurring after the time and date of submission of its Quote, in which case the variation shall alter the price of the Quote only to the extent of the tax increase or decrease; or
- 6.1.2. where DNSSAB exercises its discretion to correct a patent computational or other mathematical error evident on the face of the Quote.

6.2. In the event that a tax increase or decrease occurs after the submission of its Quote, the Bidder must prove to the satisfaction of DNSSAB that the Bidder will not benefit in any way by reason of the increase. Where Bidders are instructed to price the Scope of Work, Work or Supply on a unit or component basis, DNSSAB shall consider only the Quote Price per unit or component for the respective materials to be supplied or items of work or Services to be performed, but may at its discretion correct obvious mathematical errors on the part of the Bidder in computing:

- 6.2.1. total prices derived from estimated quantities and their related Factor Prices;
- 6.2.2. total quantities;
- 6.2.3. summaries of the Factor Prices stated on the face of the Quote into a Total Contract Price;
- 6.2.4. stated percentages of amounts stated in the Quote; or
- 6.2.5. any combination of the foregoing.

7. Total Contract Price

7.1. The undersigned Bidder, having examined this RFQ notice and with an understanding of the Scope of Work hereby submits the following Quote and offers to:

- 7.1.1. furnish all Goods, material, labour, equipment, and all incidentals.
- 7.1.2. render all Services; and
- 7.1.3. pay all applicable taxes (upon remittance to the Bidder) and all other charges as specified and/or as necessary for performance and completion of the above referred to Scope of Work,

Price	HST	TOTAL CONTRACT PRICE
\$	\$	\$

7.2. This Total Contract Price shall be valid for **ninety (90)** calendar days from the closing date and time set for submission of Quote.

7.3. DNSSAB may at any time within the above 90 calendar day period accept this Quote whether or not any other Quote has previously been accepted, upon notice of acceptance in writing to the Bidder delivered by email to the Bidder to the address set forth in this Quote and any notice so emailed shall be deemed to have been received on the date of emailing thereof and any notice so delivered shall be deemed to have been received on the date the notice is so delivered.

7.4. DNSSAB reserves the right to reject any or all Quotes that are not beneficial to the DNSSAB. Any Harmonized Sales Tax a payable is for the account of DNSSAB and is in addition to the above Total Contract Price.

Authorizations

This Form **Two**, signed under seal, witnessed, executed, dated and submit as per the requirements of the RFQ PM-01-C2.

Signature of Authorized Officer

Date

Name:

Position

I have authority to bind the Corporation, Company, or Partnership

End of Stage 2 Form