

# Request for Tender (RFT)

RFT 2025-11

Nipissing District Housing Corporation

- Attic Insulation: 555 McNamara St.

Date issued:

May 09, 2025, by 4:00pm

Question Deadline:

May 26, 2025, at 1:00pm

Closing Date and Time:

June 06, 2025, at 1:00pm

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## PART 1 – INTRODUCTION

### **1.1 Invitation to Proponents**

This Request for Tender (RFT) is an invitation by the Nipissing District Housing Corporation (NDHC) to prospective Proponents to submit an Application and Quote for this installment of Attic Insulation of approximately 45 units. The NDHC is requesting Tenders from Proponents who are both interested and capable of providing insulation services. The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the Request for Tender (RFT). The NDHC is requesting a Tender for all labour, materials, transportation and equipment to perform the installation of various metal roofs on our properties throughout the District. The specific property location for this RFT is 555 McNamara St., North Bay, ON. P1B 9J6.

### **1.2 Organizational Background**

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

### **1.3 General Acceptance**

Submission of a Tender indicates acceptance by the respondent of all the conditions contained in this RFT, including [Appendix D – Terms & Conditions of RFT](#), unless clearly and specifically noted in the Application submitted and further confirmed in the formal Contract between the NDHC and the Proponent. Tenders are subject to a formal Contract being negotiated, prepared and executed. The NDHC reserves the right to negotiate the terms and conditions of the Contract.

### **1.4 RFT Contact**

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

**Chris Cairns**

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 RFT. The Proponent is responsible for obtaining all the information necessary to prepare a Tender.

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

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



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

## **PART 2 – PROJECT OVERVIEW**

**2.1 Introduction & Appendices**

The Nipissing District Housing Corporation is requesting a Tender for all labour, materials, transportation and equipment to replace and install metal roof(s) at various NDHC properties.

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

- a) [Appendix A – Specifications / Scope of Work](#)
- b) [Appendix B – Stage One: Mandatory Requirements; Stage Two: Experience & Schedule; Stage Three References Submission](#)
- c) [Appendix C – Pricing Form](#)
- d) [Appendix D – RFT Terms and Conditions](#)

**2.2 Workplace Expectations**

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

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 RFT until the above documentation has been received.

**2.4 Workplace Safety Insurance Board (WSIB)**

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

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

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

**2.5 Building Permits & Building Inspection**

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. In order to ensure insulation at an R60 level, the contractor will also be responsible for arranging a building inspection from an Ontario Certified Building Inspector. The contractor will ensure that the price for the permit and/or building inspection has been incorporated in their bid price.

**2.6 Locations and Property Description**

555 McNamara St., North Bay, ON. P1B 9J6. Units A7, B2, D1, E3, E4 have been completed, leaving a remaining 45 units to complete.

**2.7 Location of Proponents**

Due to the possibility of warranty work required with a quick turnaround time, NDHC will only be accepting bids from organizations who maintain a permanent office or storefront location within approximately 150 km of North Bay, Ont.

**2.8 Mandatory Site Visit**

Bidders must attend a mandatory site meeting scheduled for 21-May-2025 at 2:15pm at 555 McNamara St., North Bay. Bidders can examine site conditions, ask questions about 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 TENDERS**

### **Timetable:**

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

ITEM	DATE	TIME
Issue Date	09-May-2025	4:00pm
Mandatory Site Visit	21-May-2025	2:15pm
Deadline for Questions	26-May-2025	1:00pm
Deadline for Issuing Addenda	30-May-2025	4:00pm
Closing Date	06-June-2025	1:00pm

### **3.2 Timeline Submission Instructions**

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

### **3.3 No Incorporation by Reference**

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

### **3.4 Confirmation of Submission**

The Procurement Representative will send a confirmation e-mail to the Proponent advising the Tender was submitted successfully. If a Proponent does not receive a confirmation e-mail within 2 business days of the RFP Closing Date, they should contact the Procurement Representative. The Proponent assumes full responsibility for receipt of the RFT by the deadline.

### **3.5 Amendment of Tenders**

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

### **3.6 Withdrawal of Tenders**

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



### **3.7 Questions**

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

### **3.9 Stages of Tender Evaluation**

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

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

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

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

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

#### **Stage 2 – Experience & Schedule Review Submission Form**

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

#### **Stage 3 – Evaluation of Pricing**

For Stage 3, 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 4 - References**

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

#### **Other Mandatory Requirements**

Each RFT must:

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

#### **Evaluation and Pricing**

Stages One and Two will consist of a scoring by NDHC of each qualified RFT on the basis of a **(pass/fail)** approach and if passed, the Proponent will move to Stage Three – Pricing, where submissions will be ranked in accordance with [Appendix C](#).

### **3.10 Tenders to be submitted in Prescribed Manner**

Proponents should submit one (1) signed original for each of the Mandatory Requirements Form (including Experience Review and Schedule Review) and for the Financial Proposal, in separate files for each. Tenders to be submitted to [dnssab.contracts@dnssab.ca](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: **“2025-11 NDHC Attic Insulation Application Form <your organization>”**. 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: **“2025-11 NDHC Attic Insulation Financial Submission <your organization>”**. Please reference [Appendix C](#).

### **3.11 Selection and Final Negotiation**

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

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

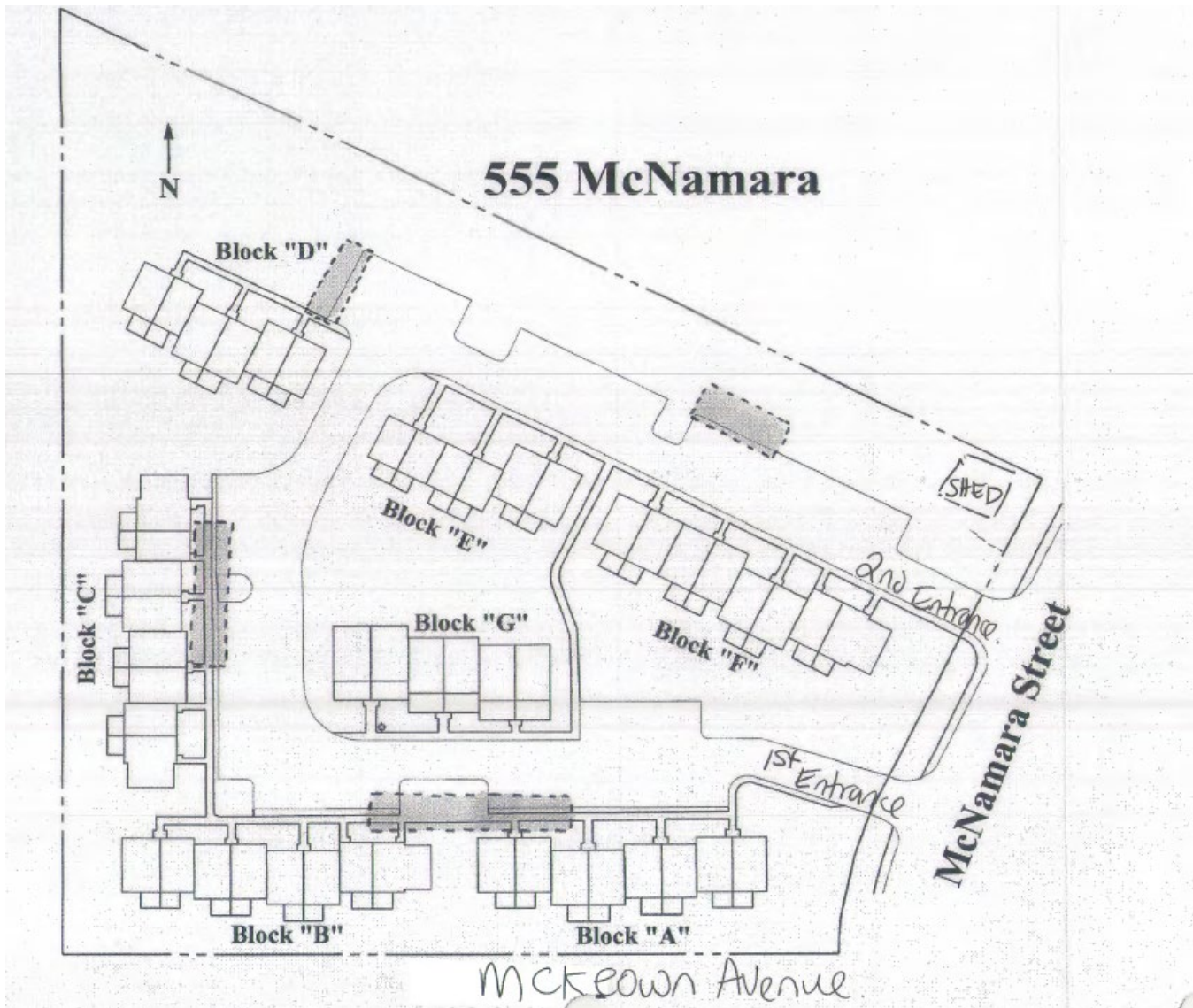
**End of Part 3**



## APPENDIX A: SPECIFICATIONS / SCOPE OF WORK

### Project Identification:

The Successful Bidder shall complete the installation on insulation in the attic space in all but 5 units (Units A7, B2, D1, E3, E4 have been completed) contained within the fifty (50) unit complex of 555 McNamara St., North Bay, ON. The Bidder must be able to furnish all labour, materials, equipment, services and incidentals necessary to complete the Work as outlined herein. Below is a drawing of the complex.



### The Site:

The Project's Site is located at 555 McNamara St., North Bay ON, P1B 9J6, which is owned by the Nipissing District Housing Corporation ("The Landlord"). Access the Project Site during regular operating hours, 8:30 am – 4:30 pm. Working hours outside regular operating hours shall be coordinated with NDHC's Project Representative.



## **General Expectations:**

Prior to beginning any work, the Contractor must submit to NDHC their license to install insulation in the province of Ontario.

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

Contractors will rope off any areas as required and clearly mark with visible signs indicating that work is taking place. 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.

Work will follow Ontario Building Code Requirements at a minimum, and contractor will ensure insulation at an R60 level. The Contractor will be responsible for arranging a building inspection by a certified building inspector.

Scope of work will include the following:

### **Attic Space:**

- Remove and dispose of all existing insulation and debris in Attic spaces
- Once all insulation is removed from attic replace and install new Moore vents in every Rafter cavity
- Install new 2lb closed cell spray foam over attic floor to create the most efficient vapor barrier possible.
- Add R50 blown in insulation over spray foam vapour barrier creating an R60 insulated area
- Fiberglass batt insulation (R20) is to be installed over the header plate at the edge of the exterior wall to ensure sufficient blocking for foam and blow in insulation to be applied
- Create a dam around attic access hatches to ensure Insulation does not fall out
- Seal all bathroom fans and insure they are connected properly to their roof termination
- Existing Poly between drywall and roof trusses can remain
- Ensure planks are used over existing trusses to prevent going through the ceiling
- Access to attics shall be through designated unit access points only (not through vents on roof)

### **Specifications/ Notes:**

#### **Spray Foam**

- Shall be Huntsman Closed Cell Heatlok Soya HFO spray foam
- Shall be sprayed no less than 1.5 inches in thickness

#### **Blown in Insulation**

- Shall be Owens Corning Propink Fibreglas Blown Loosefill Insulation

#### **Moore Vents**

- Shall be Durovent Attic Ventilation Channels Model UDV2248

#### **Qualifications**

- Installer shall be a Caliber Certified installer

The separation of the task and expectations as described herein into customary or other trade divisions, sections and

subsections shall not qualify the obligations within any award under the RFT but shall be deemed to have been done solely for ease of reference.

### **Work Completion**

Work to be completed before the 31<sup>st</sup>, October 2025.

### **Expertise and Experience**

Bidders submitting Quote and all the subcontractors they propose to use on or in connection with the 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. No compulsory trade shall carry on Work as described herein unless that person holds a valid license. Compulsory trades must have the appropriate training and certification. NDHC may request verification of proper certifications and licenses at any time.

### **Patents and Copyrights**

Bidders must be prepared to defend, indemnify, and save harmless NDHC 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 the Goods and/or Services furnished by them hereunder.

### **Black Market or Grey Market**

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

### **Quality of Goods**

Unless stated otherwise, all materials supplied shall be new and conform to the Work's requirements. NDHC must approve any use of alternatives in writing before their supply. A complete written statement of the origin, composition, and manufacture of all goods, materials, equipment, and/or samples thereof for testing purposes shall be furnished if requested by NDHC. NDHC's approval of changed goods, materials, and/or equipment shall not be considered a waiver of objection to the Work or materials at any subsequent time due to their failure to conform to the specifications.

### **Project Representative**

Duties and responsibilities of the Owner's Representative include monitoring and exercising control and right of approval over the development of the Project; deciding on a change order and other Project deviations; communicating decisions and directions; attending coordination meetings as necessary; monitoring schedule, performance and safety practices; coordinating access to the Project Site for Work required to complete the Project; and receiving invoices and processing payments.



## APPENDIX B: STAGE ONE - MANDATORY REQUIREMENTS

### Proponent's Information

Proponent must provide all requested information below; if any information is not provided, the RFT may be disqualified at NDHC'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 RFT. I am aware that failure to acknowledge the correct amount of Addendum(s) may result in the disqualification of my RFT at NDHC's sole discretion.

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

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



## Proponent's Declaration

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

Check	Representations by the Bidder
<input type="checkbox"/>	I/WE agree to provide all Goods and/or Services, as more specifically set out and by the Scope of Work, Specifications, Drawings, Addenda (if issued), etc. stated therein.
<input type="checkbox"/>	I/WE have reviewed all documents associated with this Bid and agree to all its terms and conditions.
<input type="checkbox"/>	I/WE declare that the Bid submitted is based entirely on the terms and conditions outlined in the RFT Notice, Instructions, the Form of Quote, and any Addendum.
<input type="checkbox"/>	I/WE declare that I/We, and all affiliates and subcontractor(s), are not an opposing party in legal action against NDHC.
<input type="checkbox"/>	I/WE declare that this Bid is made without collusion, connection, knowledge, comparison of figures, or arrangement with any other Bidder, company, firm, or person submitting and is fair and without collusion for fraud.
<input type="checkbox"/>	I/WE declare that the Bidder's company empowers the undersigned to negotiate all matters with NDHC's representatives relative to this Bid and any future Contract for Work, and the person named below has the authority to submit this Bid on behalf of the Bidder's Company.
<input type="checkbox"/>	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 for Work are entered in respect of the Scope of Work, which is its subject, with any member of NDHC's Board, Personnel and/or the media.
<input type="checkbox"/>	I/WE declare that no person associated with this Bid has been convicted of a criminal offence, including fraud or theft.
<input type="checkbox"/>	I/WE declare that no person associated with this Bid has been convicted of any quasi-criminal offence under 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 workers and/or the general public.
<input type="checkbox"/>	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.
<input type="checkbox"/>	I/WE warranted that I/We have not employed or retained any person, other than a bona fide employee, agent or broker working for us, to solicit or secure the proposed Contract and that I/We have not paid or agreed to pay any person, other than a bona fide employee, agent or broker working solely for us, 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.
<input type="checkbox"/>	I/WE declare that if any future Contract for Work is to be negotiated with NDHC regarding the subject matter herein, the negotiations and the Contract shall be governed by, construed, and enforced under the laws of the Province of Ontario and the federal laws of Canada.
<input type="checkbox"/>	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, Specifications and/or Drawings.
<input type="checkbox"/>	I/We, including Non-Resident Bidders, shall charge applicable HST for Ontario.
<input type="checkbox"/>	I/WE agree that any employees or personnel subject to the provision of the Goods and/or Services will be appropriately trained under the Occupational Health and Safety Act, that every supervisor appointed is a 'competent person' as defined in the Act, and that all Work shall comply with the Act's regulations.
<input type="checkbox"/>	I/WE agree to hold NDHC safe and harmless from any bodily injury, death, 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.

## Request for Tender

RFT 2025-11: NDHC Attic Insulation – 555 McNamara St.



Check	Warranties of the Bidder
<input type="checkbox"/>	I/WE are a corporation 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.
<input type="checkbox"/>	I/WE, any subcontractors, and the respective workforce are fully qualified to carry out this Project and hold all requisite licences, franchises, and other authorizations required by law.
<input type="checkbox"/>	I/WE is/are not a party to any agreement under which the Bidder is prohibited from entering into any obligations, assumed liabilities imposed, or restrictions accepted by the Bidder under the Contract Documents.
<input type="checkbox"/>	I/WE, to the best of our information and belief and after making diligent inquiries, the information concerning the business, affairs and financial and other conditions that are contained in all documents, memoranda, records, and statements made, sent or given to NDHC are true and accurate in all material respects
<input type="checkbox"/>	I/WE are not aware of any material facts or circumstances that have a bearing upon our ability to perform any obligations under any of the Contract Documents that have not been disclosed to NDHC in writing.
<input type="checkbox"/>	I/WE shall not deviate from the Contract Documents without the written consent of NDHC.
<input type="checkbox"/>	I/WE agree to promptly repair or replace, at no cost to NDHC, all defects in materials or Work within the Project completion date.

Check	Covenants of the Bidder
<input type="checkbox"/>	I/WE agree to carry out all Work and perform all its obligations in a good and professional manner, according to the best standards of practice of the industry, profession or trade (including any applicable standards of professional conduct).
<input type="checkbox"/>	I/WE agree to employ properly qualified and experienced workers to carry out all Work required and shall cause its subcontractors and their suppliers to do the same.
<input type="checkbox"/>	I/WE agree to use only new, first-class materials and shall cause its subcontractors and suppliers to do the same.
<input type="checkbox"/>	I/WE agree to provide an adequate workforce with proper equipment in good working condition and ready access to all materials, equipment, and accessories required to perform its obligations and cause its subcontractors and suppliers to do the same.
<input type="checkbox"/>	I/WE agree to ensure that all employed subcontractors not residents of Ontario are registered with the Ontario Retail Sales Tax Branch before they are permitted to commence any work.



### **Required Documents / Conditions:**

Proponents must submit the following document(s) and/or agree to the following conditions prior to the signing of any agreement. Failure in agreement, or to provide the required documentation may result in disqualification, and your RFT may receive no further consideration at NDHC's sole discretion.

YES	NO	I / WE can confirm that:
<input type="checkbox"/>	<input type="checkbox"/>	I/WE have submitted a copy of a current Business License or Letters of Incorporation.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE have and will submit verification of Commercial General Liability Insurance coverage of at least \$5,000,000.00 per occurrence.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE have and will submit a copy of a current Certificate from Workplace & Safety Insurance Board (WSIB).
<input type="checkbox"/>	<input type="checkbox"/>	I/WE have and will submit current certificate required to install insulation in Ontario to NDHC prior to beginning any work.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE will, as required, obtain all necessary Building Permits prior to beginning any work. I/WE will also, as required, arrange for a Building Inspection post insulation to ensure an R60 level. Building Permits and Building Inspections are at the cost of the proponent. Please ensure this cost is built into your proposed price.
<input type="checkbox"/>	<input type="checkbox"/>	I/WE are located, with a permanent office or a storefront location within approximately 150 km of North Bay, Ontario.

### **List of Subcontractors**

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

<input type="checkbox"/>	<b>YES</b> , subcontractors are involved with this quote.
<input type="checkbox"/>	<b>NO</b> , subcontractors are not involved with this quote, and proponent will conduct all work themselves.

**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)



## **APPENDIX B: STAGE TWO – EXPERIENCE AND QUALIFICATION**

Please respond to the following Experience, Qualifications, and Timelines questions. Proponents may structure responses as they see fit.

**(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

**(c) 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. All work must be completed prior to -October-2025.





## APPENDIX B: STAGE FOUR – REFERENCES

Please provide a minimum of three (3) references from companies (NDHC excluded) for whom you have completed a similar scope and magnitude of Work in the past five (5) years. NDHC will email all references requesting feedback on their experience and results working with you based on a standard set of questions.

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

### Completed by:

This entire **Appendix B**, inclusive of STAGE ONE, STAGE TWO & STAGE FOUR, signed under seal, witnessed, executed, dated and submitted as per the RFT 2025-11 requirements.

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*I HAVE THE AUTHORITY TO BIND THE CORPORATION*



## APPENDIX C: STAGE THREE - FINANCIAL SUBMISSION

### **Total Contract Price**

Unless expressly agreed in writing by NDHC, the Total Contract Price furnished hereunder by the Bidder shall be considered the **final and complete payment amount** for any costs or charges necessary for the Bidder to complete the Project hereunder and shall include, but not limited to, the following costs and charges for:

- All labour, Goods, materials, Services, supplies, light, power, water and other incidentals.
- The use of tools and equipment, whether owned or rented.
- Any protective and safety provisions, site signs and conveniences,
- cranes, scaffolding and shoring, freight costs, material handling and storing
- Insurance costs
- Permits and inspection costs.
- Workers' compensation and all other applicable labour compensation charges.
- Providing water, utility and sewer connections.
- Preparing and submitting such drawings as may be required.
- Such as warranty and maintenance requirements.
- Applying for, obtaining, and paying all fees or charges for any permit and/or licence.
- Inspection fees or charges for inspections.
- All applicable taxes and all other associated charges.
- All services and incidentals, whether shown or specified or required by good practice.

### **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 NDHC 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 Goods and Services or materials may be subject.

### **Pricing Obligations**

Each Bidder is required to treat NDHC in the utmost good faith regarding the submission of its Quote. Each Bidder must be prepared to treat NDHC as its most favoured customer so that the total Contract Price offered shall be no less favourable than the corresponding price offered by the Bidder to any other Customer and the bundle of Goods and Services offered by the Bidder shall be at least as complete as that offered to any other Customer of the 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 Bidder, the price for any Goods or Services to which this RFT relates is lowered below the factor or unit price incorporated into the Total Contract Price, the Bidder shall so notify NDHC and that lower price shall be passed along to NDHC, and the Total Contract Price payable by NDHC shall be adjusted accordingly, provided that this subsection shall apply only concerning sales or supply made by the Bidder to customers who are at arm's length to the Bidder within the meaning of the Income Tax Act and where the sale or supply relates to comparable quantity and quality as those sold or supplied to NDHC.



**Options and Alternatives:**

The price of all options and alternatives may be separately stated. Where options or alternatives are requested in the RFT, NDHC 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.

**Variations in Pricing:**

No variation in price [s] shall be permitted after the closing date and time except 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. If a tax increase or decrease occurs after the submission of its Quote, the Bidder must prove to the satisfaction of NDHC that the Bidder will not benefit in any way because of the increase. Where NDHC exercises its discretion to correct a patent computational or other mathematical error evident on the face of the Quote.

**Bidders Total Contract Price**

The undersigned Bidder, having examined this RFT and with an understanding of the Project hereunder, submits the following **Quote** as its Total Contract Price:

PRICE	HST	TOTAL CONTRACT PRICE
\$	\$	\$

This Total Contract Price is valid for **sixty (60)** calendar days from the closing date and time set for submitting the Quote.

**Authorization:**

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*I HAVE THE AUTHORITY TO BIND THE CORPORATION*



## **APPENDIX D: TERMS AND CONDITIONS**

### **4.0 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

"WSIB" means Workplace Safety and Insurance Board.

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

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

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

##### **(B) Proponents to Follow Instructions**

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

##### **(B) Information in RFT Only an Estimate**

- (1) The NDHC and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFT or an Addenda, appendices, data, materials, or documents (electronic or otherwise) attached or provided to the Proponents pursuant to this RFT.
- (2) The NDHC and its advisors make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the work. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFT.

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

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

#### **4.2 Communication after Issuance of RFT**

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





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

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

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

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

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

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

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

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

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

**(D) Verify, Clarify and Supplement**

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

**(E) No Incorporation by Reference**

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

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

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

**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 fifteen calendar days after notification of award.

(2) The acceptance of the successful Tender 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 RFT, or any agreement entered into pursuant to this RFT, without first obtaining the written permission of the Tender Contact.

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

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

##### **(C) Illegal or Unethical Conduct**

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

##### **(D) Past Performance or Inappropriate Conduct**

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

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

(a) All the conducts as described in Part 4 – Section 4.4;

(b) The refusal of the Proponent to honour its pricing or other commitments made in its RFT; or

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

#### **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 RFT either before or after the issuance of this RFT:



- (a) Is the sole property of NDHC and must be treated as confidential;
- (b) Is not to be used for any purpose other than replying to this RFT and the performance of any subsequent Contract;
- (c) Must not be disclosed by the Proponent to any person, other than persons involved in the preparation of the Proponent's RFT or the performance of any subsequent Contract, without prior written authorization from the NDHC; and
- (d) Shall be returned by the Proponents to the NDHC immediately upon the request of the NDHC.

**(B) Confidential Information of Proponent**

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

**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 RFT.

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

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

**(C) Non-Binding Price Estimates**



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

#### **(D) Disqualification**

- (1) NDHC may disqualify the Proponent or rescind a Contract subsequently entered into if the Proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading, or incomplete information.
- (2) Proponents may be excluded from eligibility to submit, or a submitted RFT may be summarily rejected, where the Evaluation Committee, in their sole, final, binding opinion, has determined that either the Proponent and/or RFT, as per the context, fits the circumstances of one or more of the following disqualification items:
  - RFT is one of two or more Tenders submitted by same Proponent, whether under the same or different names or as multiple options within the Tender.
  - Proponent did not attend any mandatory site meetings (if applicable)
  - RFT was submitted or received after the Closing Date
  - RFT is submitted in any way other than electronically through an e-mail to [dnssab.contracts@dnssab.ca](mailto:dnssab.contracts@dnssab.ca).
  - Collusion with one or more other Companies and/or Proponents
  - The RFT is submitted by a Proponent that has a Conflict of Interest
  - The RFT was submitted by a Proponent that is not a Responsible Proponent
  - The RFT was submitted by a Proponent that is an Opposing Party.
  - The RFT is incomplete, conditional, illegible, obscure or limited in any way.
  - Tender's Prices appear to be as unreasonable and/or unbalanced as to likely affect the interest of NDHC adversely.
  - RFT is executed by a person who does not have the authority to bind the Proponent's Company.
  - Proponent who has initiated communication with Personnel of NDHC other than the Procurement Representative, and/or the media.
  - The RFT contains a limitation or qualification on the NDHC's right to publicly disclose the Proponent's name and, if applicable, any RFT's Price and/or Cumulative Score.
  - Proponent's past performance or past conduct during a previous procurement process and/or Contract resulted in higher ultimate costs, unsatisfactory results/performance, difficulties, and/or did not provide the best value to NDHC.
  - By responding to this RFT, Proponents will be deemed to have agreed that any decision by the Evaluation Committee to disqualify a Tender or Proponent will be final and binding.

#### **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 RFT Solicitation at any time for any reason.
- b) Require Proponents to provide additional information after the Closing Date for the RFT Solicitation to support or clarify their Tenders.
- c) Not accept any or all Tenders.



- d) Not accept a RFT from a Proponent who is involved in litigation, arbitration, or any other similar proceeding against NDHC.
- e) Reject any or all Tenders without any obligation, compensation, or reimbursement to any Proponent or any of its team members.
- f) Withdraw a RFT Solicitation and cancel or suspend the RFT Solicitation process.
- g) Extend, from time to time, any date, any time period or deadline provided in a RFT Solicitation (including, without limitation, the RFT Solicitation Closing Date), upon written notice to all Proponents.
- h) Assess and reject a RFT on the basis of
  - i. Information provided by references;
  - ii. The Proponent's past performance on previous Contracts;
  - iii. Information provided by a Proponent pursuant to the NDHC exercising its clarification rights under the Tender Solicitation process;
  - iv. The Proponent's experience with performing the type and scope of work specified including the Proponent's experience;
  - v. Other relevant information that arises during a Tender Solicitation process.
- i) Waive formalities and accept Tenders which substantially comply with the requirements of the RFT Solicitation.
- j) Verify with any Proponent or with a third party any information set out in a Tender.
- k) Disqualify any Proponent whose RFT contains misrepresentations or any other inaccurate or misleading information.
- l) Disqualify any Proponent who has engaged in conduct prohibited by the RFT Solicitation documents.
- m) Make changes including substantial changes to the RFT documents provided that those changes are issued by way of an addendum in the manner set out in the RFT Solicitation documents.
- n) Select any Proponent other than the Proponent whose RFT reflects the lowest cost to the NDHC.
- o) Cancel a RFT Solicitation process at any stage.
- p) Cancel a RFT Solicitation process at any stage and issue a new Tender Solicitation for the same or similar deliverable.

#### **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 Appendix D and RFT**