

# Request for Proposals

RFP 2025-30

NDHC Snow Removal Services – North Bay Region.

|                        |                                  |
|------------------------|----------------------------------|
| Date issued:           | 15-August-2025                   |
| Question Deadline:     | 29-August-2025                   |
| Site Visit:            | 27-August-2025 to 28-August-2025 |
| Closing Date and Time: | 05-September-2025                |



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## PART 1 – INTRODUCTION

### **1.1 Invitation to Proponents**

This Request for Proposal (RFP) is an invitation by the Nipissing District Housing Corporation (NDHC) to prospective Proponents to submit a Proposal for snow plowing, snow removal, ice removal, sanding and salting services, and at least one Spring Clean Up to various NDHC properties within the District of Nipissing (**Snow Removal Services**).

The NDHC is requesting Proposals from Proponents who are both interested and capable of providing a complete snow removal solution and service. The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the Request for Proposal (RFP). The NDHC is requesting a Proposal for all materials, labour and equipment required to perform Snow Removal Services. The specific property locations for this RFP will focus on the **North Bay Region**.

### **1.2 Term of Agreement**

The desired term of this agreement will be **three (3) years, with an option of two (2) one (1) year extensions**. It is NDHC's intention to negotiate the following through a Service Agreement with the successful Proponent(s):

- Primary Term: 01-October-2025 to 30-June-2028.
- Extension #1 (NDHC Option): 01-October-2028 to 30-June-2029.
- Extension #2 (NDHC Option): 01-October-2029 to 30-June-2030.
- Any 'ad-hoc' work between July and October will be through a separate work order or purchase order.

### **1.3 Organizational Background**

The Nipissing District Housing Corporation (NDHC) manages over 896 rent-geared-to-income and market rental units, across 16 locations, all within the District of Nipissing. Its mandate is to provide safe and affordable housing to those who need it the most, as well as support healthy, secure communities for its tenants. The District of Nipissing Social Services Administration Board (DNSSAB) is the Corporation's sole shareholder as well as the Service Manager. In this role, the DNSSAB provides the local housing corporation with sufficient funding to maintain the housing stock in good condition and make it available to eligible households. The District of Nipissing covers 17,000 square kilometers and is comprised of approximately 86,000 residents.

### **1.3 General Acceptance**

Submission of a Proposal indicates acceptance by the respondent of all the conditions contained in this RFP, including **Appendix F – Terms & Conditions of RFP**, unless clearly and specifically noted in the Application submitted and further confirmed in the formal Contract between the NDHC and the Proponent. Proposals are subject to a formal Contract being negotiated, prepared and executed. The NDHC reserves the right to negotiate the terms and conditions of the Contract.

### **1.4 RFP Contact**

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

**Chris Cairns, MBA**

Procurement Representative

Contract and Purchasing Specialist

District of Nipissing Social Services Administration Board

Email: [dnssab.contracts@dnssab.ca](mailto:dnssab.contracts@dnssab.ca)



### **1.5 No Guarantee of Volume of Work or Exclusivity of Contract**

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

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

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

NDHC reserves the right to hire up to a maximum of three (3) specific vendors, one for each zone, per the details of this RFP.

### **1.6 Canadian Free Trade Agreement (CFTA)**

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

### **1.7 Follow Instructions**

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

## **PART 2 – PROJECT OVERVIEW**

### **2.1 Introduction & Appendices**

The Nipissing District Housing Corporation is requesting a Proposal for all labour, materials, and equipment for Snow Removal Services at various locations.

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

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



## **2.2 Workplace Expectations**

At the start of the season, the contractor must submit to NDHC a list of all staff who will be accessing the property(s). All safety regulations related to snow handling, plowing, piling, removals, sanding, and additional staff required to perform the work safely are the responsibility of the Vendor.

In addition to all work being performed in a safe manner, performance standards, as managed by NDHC, must be maintained throughout the entire term of the agreement.

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

## **2.3 Insurance Requirements**

The Nipissing District Housing Corporation requires the Proponent to have both Automobile and General Liability Insurance of a minimum of \$5,000,000.00 dollars and shall include the Nipissing District Housing Corporation as an additional insured. Full insurance requirements are outlined in [Appendix G – Insurance Requirements](#).

Proponents should review the requirements with their insurance provider to ensure the requirement can be met before submitting their bid. It is the responsibility of the Proponent 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 Proponent subcontract all or a portion of the contract to a subcontractor, then the Proponent will provide a copy of the subcontractor's insurance and ensure that the requirements mentioned above for the insurance amount are followed.

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

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

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

The Proponent will provide NDHC with a current Clearance Certificate from the Workplace Safety & Insurance Board. It is the responsibility of the Proponent 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 Proponent subcontract all or a portion of the contract to a subcontractor, then the Proponent will provide a copy of the subcontractor's current WSIB Clearance Certificate to NDHC and ensure it is up to date for the duration of the contract.

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



## 2.7 Locations and Property Zones

**The Locations of the various properties are outlined in the below chart.** Please note, the properties have been divided into three (3) zones:

| Zone | Property                               | Region    |
|------|----------------------------------------|-----------|
| A    | 555 McNamara St.                       | North Bay |
| A    | 545 McNamara St.                       | North Bay |
| A    | 111 Carruthers St.                     | North Bay |
| B    | 365 Lakeshore Dr.                      | North Bay |
| B    | 135 Worthington St. W.                 | North Bay |
| B    | Manitou St. (units 1-127)              | North Bay |
| C    | 866 Lakeshore Dr.                      | North Bay |
| C    | McKay Homes (225 and 235 Olive St. W.) | North Bay |

Although pricing required is by property, Proponents are asked to bid on each (individual, multiple, or all) zone(s) as group of properties. For further clarity, Proponents may bid on the Properties in Zone A,B,C or multiple (i.e. A & B) or all three Zone's (A & B & C). Proponents who only bid on one property, or incomplete within Zones, will not have submissions counted. Further detail can be found in Appendix C – Financial Submission.

## 2.8 Mandatory Site Visit

Proponents must attend a mandatory site meeting scheduled for **28-August-2025**. Proponents can examine site conditions, review the documents' terms, conditions, and specifications and ascertain the work involved. Proponents are encouraged to bring their materials, such as a camera, measuring tape, notepaper, a copy of the RFP and any other materials, to the site to examine conditions. Proponents who are unable to attend the Mandatory Site Visit must send notice to [dnssab.contracts@dnssab.ca](mailto:dnssab.contracts@dnssab.ca) at least 24 hours in advance of the visit date.

**Zone A:** 28-August-2025 at 10:00am. Meet at 545 McNamara St. at 10:00am. Immediately following, site visit at 555 McNamara St. and 111 Carruthers St.

**Zone B:** 28-August-2025 at 1:00pm. Meet at 365 Lakeshore Dr. at 1:00pm. Immediately following, site visit at 135 Worthington St. W. and Manitou St. (1-127).

**Zone C:** 28-August-2025 at 2:30pm. Meet at 866 Lakeshore Dr. at 3:00pm. Immediately following, site visit at McKay Homes (225 and 235 Olive St. W.).



## PART 3 - EVALUATION

### **3.1 RFP Timetable**

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

| ITEM                         | DATE                     | TIME           |
|------------------------------|--------------------------|----------------|
| Issue Date                   | 15-August-2025           | 4:00pm         |
| <b>Site Visit</b>            | <b>28-August-2025</b>    | <b>10:00am</b> |
| Deadline for Questions       | 02-September-2025        | 1:00pm         |
| Deadline for Issuing Addenda | 03-September-2025        | 4:00pm         |
| <b>Closing Date</b>          | <b>05-September-2025</b> | <b>1:00pm</b>  |

### **3.2 Timelines of Submissions**

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

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

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

### **3.4 Confirmation of Submission**

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

### **3.5 Amendment of Proposals**

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

### **3.6 Withdrawal of Proposals**

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



### **3.7 Questions**

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

### **3.8 Addenda**

NDHC may issue Addenda during the procurement process until the deadline for issuing Addenda has passed. Proponents are responsible for obtaining all Addenda issued by NDHC through either [www.dnssab.ca](http://www.dnssab.ca) or through [www.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 Proposal Evaluation**

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

- (a) Stage 1 – Mandatory Requirements
- (b) Stage 2 – Evaluation 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 Proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements will be excluded from further consideration. Proposals satisfying the mandatory requirements will proceed to Stage 2.

Mandatory Requirements are entirely based on submission of the Mandatory Submission Form(s), which are located in [Appendix B](#) (Form 1 and 2). Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of these two forms.

#### **Stage 2 – Evaluation Submission**

For Stage 2, each Proponent must complete an Evaluation Submission Form. Further detail can be found in [Appendix B](#) (Form 3 and Form 4). The RFP must be signed by an authorized representative of the Proponent. Failure to receive a grade of 60% on the Evaluation Submission Form will be excluded from further consideration.

#### **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 D](#)) and include it with its submitted RFP. Reference follow-up will be conducted with all shortlisted Proponents.

#### **Other Mandatory Requirements:**

Each RFP must:

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

#### **Evaluation and Selection**

Stages 1-4 will consist of a scoring by NDHC of each qualified RFP based on the Evaluation Criteria outlined in [Exhibit E](#) of this RFP.

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

Proponents should submit one (1) signed original copy of the Mandatory Requirements Form (including Evaluation Submission) and for the Financial Proposal, in separate files for each. Proposals to be submitted to [dnssab.contracts@dnssab.ca](mailto:dnssab.contracts@dnssab.ca).

- a) The Mandatory Requirements submission, inclusive of Evaluation Submission should be saved to a MS Word or .PDF file and saved as: **“2025-30 NDHC Snow Removal Services NORTH BAY Proposal Submission”**. Please note this is [Appendix B](#) of the RFP Document.
- b) The Financial Proposal (Financial) should be submitted as a separate file saved to a MS Word or .PDF or EXCEL file and saved as: **“2025-30 NDHC Snow Removal Services NORTH BAY Financial Submission”**. Please note this is [Appendix C](#) of the document.

### **3.11 Evaluation Criteria**

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

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

Once the RFP's submitted have been evaluated as per Stages 1 through 5, the successful Proponent may be selected to enter into direct negotiations.

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



## **APPENDIX A: SCOPE OF WORK**

1. The Vendor (s) shall provide all materials, equipment and labour to provide snow plowing, snow removal, ice removal, sanding and salting services, and at least one Spring Clean Up, to the properties listed in s. 13, s. 14, s. 15, s. 16, s. 17, s. 18, s. 19, s. 20, s. 21, (the “Locations”), with additional expectations noted in the below sections.
2. **General Expectations for Safety**
  - 2.1. All safety regulations related to snow handling, plowing, piling, removals, sanding, and additional staff required to perform the work safely are the responsibility of the Vendor.
  - 2.2. All work is to be performed in a safe manner and performance standards must be maintained as per site designate approval.
3. **General Expectations for the use of Chemicals**
  - 3.1. For all chemical substance used, the Vendor must provide the MSDS sheet to NDHC, prior to use, as all chemicals used must be pre-approved by NDHC prior to the use of the substance.
  - 3.2. Chemicals may only be used if it is required and necessary to ensure the safety of all residents, visitors, and personnel, while providing negligible damage to property and allowing for minimal maintenance.
  - 3.3. All Salting, Sanding/Salting substances or any other chemical application being used NDHC requires MSDS (Material Safety Data Sheet) sheets to be provided to NDHC and approved by NDHC prior to the Vendor using the substance on site.
  - 3.4. NDHC has the right to refuse a chemical or salting substance should NDHC consider the substance harmful to its tenants, pets, employees or to the public.
4. **General Expectations for Snow/Ice Removal & Plowing**
  - 4.1. The Vendor shall be responsible for snow/ice removal from each of the following areas at each location, as noted in s. 1:
    - 4.1.1. Building entrances, exits, stairs, sidewalks, parking lots (which includes vehicle electrical posts, driveways and walkways as well as the sanding and salting of these areas.
    - 4.1.2. Stairs and/or areas between parking facilities and walkways as well as the sanding and salting of these areas.
    - 4.1.3. Around recycle bins/garbage bins, as well vehicle posts (these areas will need to be back bladed) as well as sanding and salting of these areas.
    - 4.1.4. Walkways to storage shed areas, fire routes, fire hydrants, catch basins, storm sewer grates and swale areas as well as sanding and salting of these areas.
  - 4.2. Snow removal/plowing will occur automatically once there is an accumulation of two (2) inches of snow or deemed unsafe, at any point during a day; this may require the Vendor to attend the location multiple times per day.
  - 4.3. If NDHC requests snow removal services, the contractor shall commence work within two (2) hours of receiving notification from NDHC.
  - 4.4. The Vendor shall ensure that there is no ice build-up in and around predestination and tenant areas including (and if so, shall promptly removal) all entrances, exits, sidewalks, walkways, stairs, and garbage/recycling bins.



## **5. General Expectations for Snow Pile Removal**

- 5.1. The Vendor shall be responsible for removal of all piled snow within twenty-four (24) hours of a written request by NDHC.
  - 5.1.1. If snow is not removed within the specified 24-hour time period, NDHC reserves the right to hire another Vendor to remove the pile of snow.
    - 5.1.1.1. Any cost and/or additional cost incurred by NDHC for non-performance of this service, will be charged back to the Vendor.
    - 5.1.1.2. NDHC also reserves the right to deduct such costs from the monies owed to the Vendor who has the contract for that particular site.
- 5.2. It will be the responsibility of the Vendor to remove the snow piles from site to the Vendor's own designated site for snow accumulation.

## **6. General Expectations for Sanding, Salting, and Chemical Application**

- 6.1. The Vendor be responsible for timely neutralization of all slippery conditions (i.e, make clear and safe for all persons at all times), at each location noted in s. 1, as a result of freezing rain, freezing temperatures, freezing temperatures resulting in a flash freeze, immediately after the completion of snow removal and/or when conditions are created by snow plough operations or when call out by NDHC representatives.
  - 6.1.1. Call-in response time shall be no longer than one (1) hour unless approved by the NDHC Management Team, this will include all site location(s) that are on an on-call basis only.
- 6.2. All sand shall conform to the Ontario Provincial Standard Specification "Construction Specification for Treatment and Stockpiling of Screened Sand for Winter Sanding" OPSS531, December 1990.
- 6.3. Sand and sand/salt shall be spread on parking lots, driveways, sidewalks, walkways, or any required area, with the application of ice melting chemical for building entrances/exits and stairs, at the Vendors responsibility/liability using the guidelines below:
  - 6.3.1. Sand and/or Salt should be applied in sufficient quantities to all areas that contain, but not limited to ice, build-up of snow, glazed surfaces after snow removal, areas subject to a thaw and freeze, frozen or freezing rain, or any surface subject to slippery conditions, to ensure efficient service and prevention of accident or injury.
  - 6.3.2. A minimum, yet sufficient quantity of chemical shall be used to melt the snow and ice in order to protect the surface areas and turf areas from chemical damage.
  - 6.3.3. Proper application should ensure that areas are cleared yet avoid excess pooling or remnants of the applied product.
  - 6.3.4. Vendor to provide a cost for barrels of sand on a per barrel basis on an on-call basis only.
  - 6.3.5. Sand or "Pickled Sand" should be applied when temperatures are below or predicted to be below approximately -10° Celsius.
  - 6.3.6. Salt and or "Pickled Sand" should be applied in milder conditions above approximately -10° Celsius or more importantly, as per the manufactures instructions.
  - 6.3.7. During conditions of consistent cold weather, freezing rain, predicted rapid temperature drop, or at any other time deemed necessary using reasonable judgement, regardless of snowfall accumulations, areas should be sanded regularly or chemical applied as necessary, to prevent accident or injury to any persons, at all times.
- 6.4. The Vendor shall provide sand, sand/salt mixture or ice melting chemicals in sufficient and satisfactory quantities to ensure prompt and efficient services.
- 6.5. A minimum, yet sufficient quantity, of chemical shall be used to melt the snow and ice in order to protect the surface areas and turf areas from chemical damage.



## **7. General Expectations for Spring Clean-Up**

7.1.1. At the request of NDHC the Vendor(s) shall ensure that all excess sand and/or salt, from the location noted in s. 1, be swept-up, picked-up and disposed (“Spring Clean-Up”).

7.1.1.1. Spring Clean-up shall include removal of sand and/or salt from sidewalks, walkways, stairways, entrances, fire routes, around the vehicle posts, garbage bins, recycle bins, exits, and in front of sheds, and parking areas.

7.1.1.2. Spring Clean-Up may also include where the piles of snow were accumulated throughout the winter months, so some sand and salt piles may be located in grass areas which the Vendor will also be responsible to remove.

7.1.1.3. The Vendor must lightly mist the sand and/or salt with a wetting agent so as to not allow particles to fly everywhere and pile tenant’s vehicles.

7.1.1.4. The Vendor shall in no instance sweep the sand and/or salt into a catch basins.

7.1.1.5. All Spring Clean-Up piles must be removed from the location on the Spring Clean Update.

7.1.2. Spring Clean Up must be completed within 48 hours of the request by the NDHC.

7.1.3. Spring Clean-Up shall be coordinated with NDHC so tenant notifications can be provided.

## **8. Damages To Property and Environmental Issues**

8.1. The Vendor(s) and all Personnel and Participating Entities employed by the Vendor shall use due care that no person or property is injured and that no rights are infringed in the execution of the work, and the Vendor shall be solely responsible for all damages by whomsoever claimable in respect to any injury to person, or to lands, buildings, structures, utilities, survey markers, fences, livestock, pets, trees, crops, roads, catch basins, ditches, drains, and in the watercourses, whether natural or artificial, or property of whatever description and in respect of any infringement of any right, privilege or easement whatever occasioned in and carrying on of the work or any part thereof, or by any neglect, action or non-action on the Vendor’s part or on the part of any of their agents.

8.2. The Vendor shall make good at his own expense, any damage caused by his work to any material, equipment and property located on the site.

8.3. Any and all damaged shall be reported immediately to NDHC.

8.4. The Vendor shall be responsible for any and all environmental damage, personal injury, or property damage arising out of the discharge dispersal, release, or escape of smoke, vapours, soot, fumes, toxins, liquids, solids, and pollutants into or upon the land, atmosphere, or any water of any description, no matter where located or how contained, or into any watercourse, drainage, or sewer system.

8.5. The Vendor shall at their own expense become familiar with the type and nature of the structures and appurtenances associated with the parking lots and neighboring properties in the sites they will be providing services for.

8.6. NDHC shall be the sole judge in assessing the damage if any done to the structures or appurtenances on the site and costs of the damages and retains the right to withhold monies from the Vendor to ensure the damages are satisfactorily rectified to NDHC’s satisfaction.

8.7. NDHC also reserves the right to immediately coordinate repair of any damaged infrastructure and deduct such repair costs from the monies owed to the Vendor.

8.8. Workers and persons employed by them or under their control including Participating Entity and shall bear the full cost thereof and shall at their own expense, make such temporary provisions as may be necessary to ensure that avoidance of any damage, injury or infringement.



- 8.9. Notwithstanding the indemnity provisions contained in this RFT, where in the investigation and findings of NDHC, the Vendor has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Vendor is responsible under the Contract, NDHC, following notice in writing to the Vendor of their intention to do so, may withhold payment of any monies due to the Vendor under this or any other Contract until the Vendor has rectified such damage costs, injury or infringement or has paid adequate compensation for such damage, injury or infringement to the satisfaction of NDHC.
- 8.10. The Vendor shall be fully responsible for repairs to the damage to their own equipment which may result from their operation under this contract.

## **9. Faulty/Inadequate Equipment, Breakdowns, and Performance**

- 9.1. It is the sole responsibility of the Vendor to ensure all equipment is in operable condition, free of any defects, faults, or maintenance requirements (leaks, faulty hydraulics, etc.), throughout the duration of the Contract.
- 9.2. NDHC reserves the right, at its sole discretion, to restrict or prohibit the Vendor's use of faulty, defective, or inadequate equipment, and terminate the contract, for continued use of such equipment.
- 9.3. It is the Vendor's responsibility to ensure performance/fulfilment of the Contract, within all specifications and time constraints, regardless of equipment failure or restricted/prohibited use.

## **10. Communications with Vendor throughout the Contract**

- 10.1. The Vendor(s) shall provide NDHC with a contact person name and number for immediate or emergency contact.
- 10.1.1. Contact person should be a local point of contact.
- 10.2. Should the Vendor have difficulties performing their duties to the specifications under the Contract, he/she must contact NDHC immediately, so both NDHC and the Vendor can attempt to rectify the situation.
- 10.2.1. Pictures must be taken of any problems the Vendor encounters, this will assist NDHC in determining the course of action that may be required to assist the Vendor.

## **11. Instructions and Information**

- 11.1. The Parties agree to designate the following individuals to have full authorization to issues request, transmit instructions, receive information, notify of any defects or deficiencies, regarding the Work:

NDHC's representative for all Work-related inquiries:  
Title: Maintenance Services Supervisor  
Phone: 705-472-2441 ext. 33739  
E-mail: Jessica.Sanche@dnssab.ca

The Vendor's representative for all Work-related inquiries:

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_



## **12. Storage for Equipment**

- 12.1. There is no storage on any site location for the Vendor to store any equipment.

## **13. 555 McNamara Street (North Bay – ZONE A)**

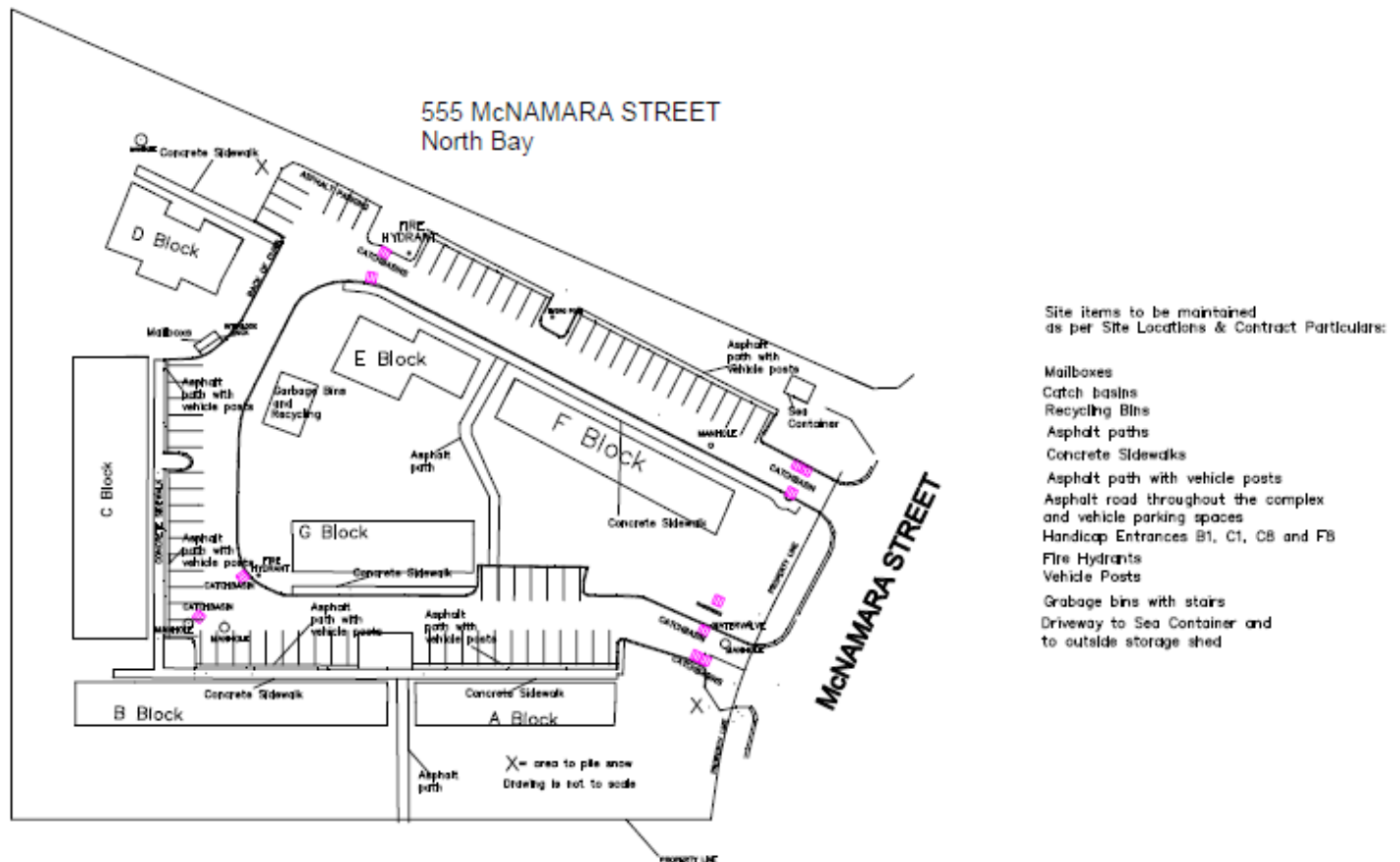
### **13.1. Coverage Requirements**

- 13.1.1. Snow Removal / Plowing is full coverage 24 hrs
- 13.1.2. Snow Pile Removal is on an on-call basis by NDHC staff
- 13.1.3. Sanding & Salting is full coverage 24 hrs
- 13.1.4. Spring Cleaning is on an on-call basis by NDHC staff

### **13.2. Property Specifications**

- 13.2.1. Handicap: 555 McNamara, North Bay – Unit #'s: B1, C1, C8 and F8.
- 13.2.2. In addition to the regular sidewalks, it is required that all sidewalks leading to any designated "Handicap" unit be the Proponent's responsibility and shall be part of this Contract. This applies to the areas immediately outside the unit's front entry door(s), through to the main sidewalk.
- 13.2.3. Swales: No swales
- 13.2.4. Back Blading: Around all garbage bins and recycling bins, outside storage shed doors, shoveling off the stairs going up at the garbage bins, around communal mailboxes.
- 13.2.5. Catch Basins: Yes –at this Location
- 13.2.6. Fire Hydrants: Yes –at this Location (as per Ontario Fire Code must be kept clear at all times)
- 13.2.7. Centralized Mailbox: Yes –at this Location

- 13.3. The specifics for each site location, as to the location and extent that snow can be piled or accumulated and the specific requirements for where, how, and when snow should be cleaned or accumulated, shall remain at the sole discretion of NDHC or its designee, whether or not included or beyond the scope of this specification, and may be subject to change with minimal notice to the Bidder/Contractor.



#### **14. 545 McNamara Street (North Bay – Zone A)**

##### **14.1. Coverage Requirements:**

- 14.1.1. Snow Removal / Plowing is full coverage 24 hrs
- 14.1.2. Snow Pile Removal is on an on-call basis by NDHC staff
- 14.1.3. Sanding & Salting is full coverage 24 hrs
- 14.1.4. Spring Cleaning is on an on-call basis by NDHC staff

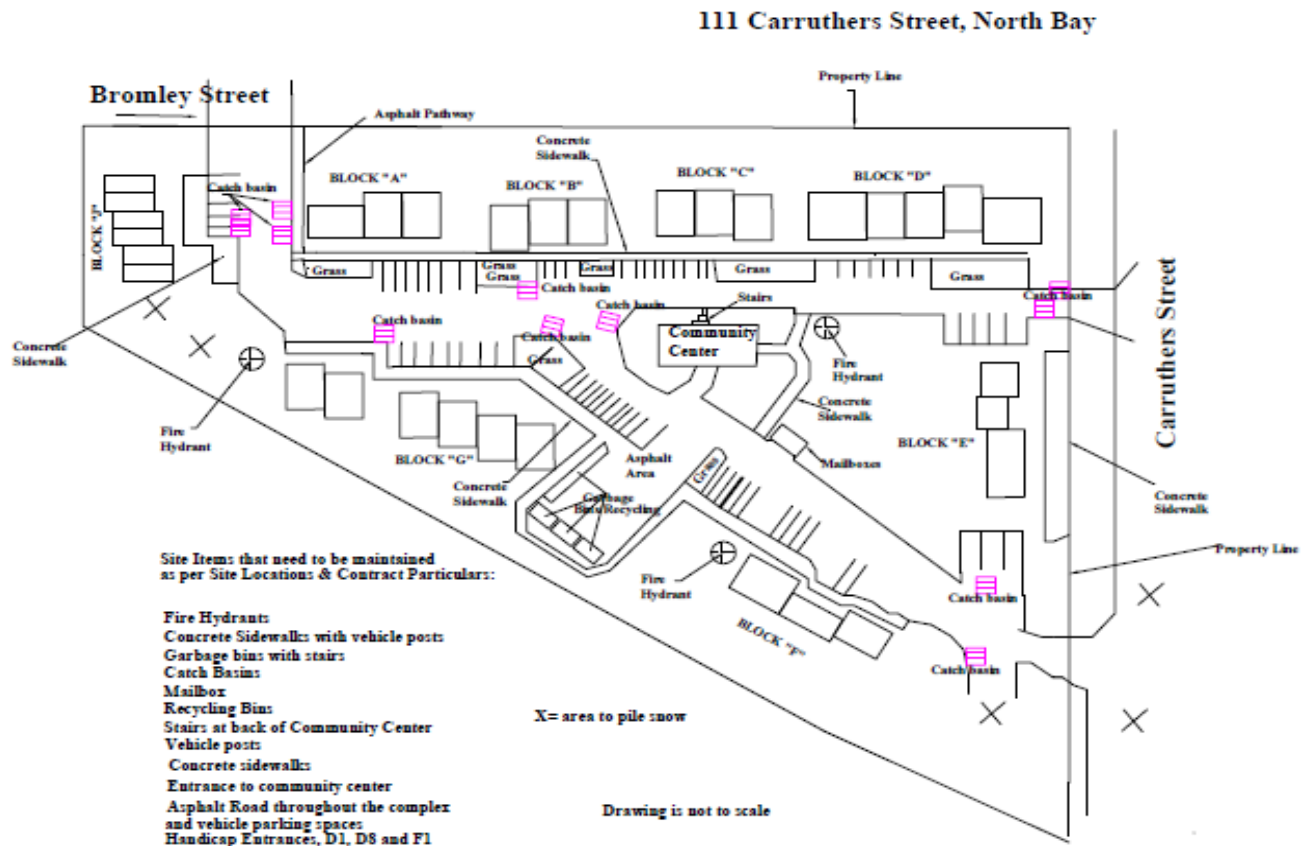
##### **14.2. Property Specifications:**

- 14.2.1. Handicap: None
- 14.2.2. In addition to the regular sidewalks, it is required that all sidewalks leading to any designated "Handicap" unit be the Bidder/Contractor's responsibility and shall be part of this Contract. This applies to the areas immediately outside the unit's front entry door(s), through to the main sidewalk.
- 14.2.3. Swales: There are no swales.
- 14.2.4. Back Blading: Around all garbage bins and recycling bins, outside storage shed doors, shoveling off the stairs going up at the garbage bins, around communal mailboxes.
- 14.2.5. Catch Basins: Yes –at this Location
- 14.2.6. Fire Hydrants: Yes –at this Location (as per Ontario Fire Code must be kept clear at all times)
- 14.2.7. Centralized Mailbox: Yes –at this Location





- 15.2.5. Catch Basins: Yes –at this Location
  - 15.2.6. Fire Hydrants: Yes –at this Location (as per Ontario Fire Code must be kept clear at all times)
  - 15.2.7. Centralized Mailbox: Yes –at this Location
- 15.3. The specifics for each site location, as to the location and extent that snow can be piled or accumulated and the specific requirements for where, how, and when snow should be cleaned or accumulated, shall remain at the sole discretion of NDHC or its designee, whether or not included or beyond the scope of this specification, and may be subject to change with minimal notice to the Proponent.



## 16. 365 Lakeshore Dr (North Bay – Zone B)

### 16.1. Coverage Requirements:

- 16.1.1. Snow Removal / Plowing full coverage 24 hrs
- 16.1.2. Snow Pile Removal is on an on-call basis by NDHC staff
- 16.1.3. Sanding & Salting full coverage 24 hrs
- 16.1.4. Spring Cleaning is on an on-call basis by NDHC staff

### 16.2. Property Specifications:

- 16.2.1. Handicap: Not applicable to this location









## 20. MacKay Homes (225 and 230 Olive St West) (North Bay – Zone C)

### 20.1. Coverage Requirements:

- 20.1.1. Snow Removal / Plowing is full coverage 24 hrs.
- 20.1.2. Snow Pile Removal is on an on-call basis by NDHC staff
- 20.1.3. Sanding & Salting is full coverage 24 hrs.
- 20.1.4. Spring Cleaning is on an on-call basis

### 20.2. Property Specifications:

- 20.2.1. Handicap: Not at this Location.
  - 20.2.2. In addition to the regular sidewalks, it is required that all sidewalks leading to any designated “Handicap” unit be the Proponent’s responsibility and shall be part of this Contract. This applies to the areas immediately outside the unit’s front entry door(s), through to the main sidewalk.
  - 20.2.3. It is required that all sidewalks leading to the units front porch shall be the Proponent’s responsibility. This applies to the areas immediately outside the unit’s front entry door(s), through to the main sidewalk **including ramps.**
  - 20.2.4. Swales: Not at this Location.
  - 20.2.5. Back Blading: Not at this Location.
  - 20.2.6. Catch Basins: Yes two (2) on the site drawing to be maintained at this Location
  - 20.2.7. Fire Hydrants: Yes, at this Location (as per Ontario Fire Code must be kept clear at all times)
  - 20.2.8. Centralized Mailbox: Not at this Location
- 20.3. The specifics for each site location, as to the location and extent that snow can be piled or accumulated and the specific requirements for where, how, and when snow should be cleaned or accumulated, shall remain at the sole discretion of NDHC or its designee, whether or not included or beyond the scope of this specification, and may be subject to change with minimal notice to the Bidder/Contractor.





## **21. Future Buildings:**

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



## APPENDIX B – PROPONENT SUBMISSION

### FORM #1 – PROPONENT INFORMATION AND DECLARATION

#### Bidder's Information

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

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Company's Contact Person: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_

#### Acknowledgment of Addendums

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

#### Bidder's Declaration

Please initial beside each statement with which you agree. For NDHC'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 will disqualify your Bid.

I/WE have read, reviewed and understand all terms and conditions outlined in this RFP, its Appendices, any applicable Addenda, and NDHC's Purchasing Policy #CORP-01. **By initialing here, you have confirmed to have reviewed Appendix F.**

I/WE agree to be bound by the terms and conditions contained in the RFP, its Appendices, any applicable Addenda, and NDHC's Purchasing Policy #CORP-01.

I/WE agree to provide all goods and/or services outlined in this RFP, its Appendices, and/or any Addendum, including but not limited to the Work, Pricing and other specifications, within the terms and conditions as defined herein.

I/WE declare that the Bid submitted has been made entirely in accordance with the terms and conditions outlined in this RFT, the Appendices, any applicable Addenda, and NDHC's Purchasing Policy.

I/WE declare that any potential and/or actual conflict of interest has been disclosed to NDHC.

I/WE declare that this Bid was submitted by a Bidder with the capacity to contract (not a minor and of sound mind)

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

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

I/WE declare that the undersigned is empowered by the Bidder to negotiate all matters with NDHC'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 Corporation, Company, or Partnership.

I/WE declare that no persons associated with the Bid have initiated communication about this RFP after it was issued and before the Closing Date or before one or more contracts are entered in respect of the Work, which is its subject, with any member of the NDHC Board, NDHC Staff, and/or the media.



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

I/WE declare that no person associated with the 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, NDHC employees, or the general public.

I/WE declare that no person associated with the 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 NDHC regarding the subject matter herein, the negotiations and the Contract shall be governed, construed and enforced under the laws of the Province of Ontario and the federal laws of Canada.

I/WE, including Non-Resident Bidders, shall comply with all Federal, Provincial (Ontario) and Municipal Laws, Acts, Ordinances, regulations, and By-Laws, which in any way pertain to the Work outlined in this RFP 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 by this RFP 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 be in compliance with the Act's regulations.

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

### Project Identification

Please initial beside each location to which you are submitting a Bid for:

| ZONE   | LOCATIONS                                            | BIDDER INITIALS |
|--------|------------------------------------------------------|-----------------|
| Zone A | 555 McNamara Street &                                |                 |
|        | 545 McNamara Street &                                |                 |
|        | 111 Carruthers Street                                |                 |
| Zone B | 135 Worthington St. W &                              |                 |
|        | 365 Lakeshore Dr. &                                  |                 |
|        | Manitou Street (units 1 to 127)                      |                 |
| Zone C | 866 Lakeshore Dr. &                                  |                 |
|        | Mackay Homes (225 and 230 Olive St. West, North Bay) |                 |
|        |                                                      |                 |

### Completed by:

Company

Authorized Signature

Name

Title



## FORM #2 – MANDATORY REQUIREMENTS

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 Bid will receive no further consideration.

| YES                      | NO                       | I/WE can confirm that we have <u>submitted</u> (as separate PDF files) the following documents with our Bid:                                                                   |
|--------------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | A copy of our current Health and Safety Plan/Policy                                                                                                                            |
| <input type="checkbox"/> | <input type="checkbox"/> | Verification of our GST/HST number                                                                                                                                             |
| <input type="checkbox"/> | <input type="checkbox"/> | A current copy of our WSIB Clearance Certificate                                                                                                                               |
| <input type="checkbox"/> | <input type="checkbox"/> | Verification of Standard Form Automobile Liability Insurance in the amount of \$5,000,000.00/occurrence <b>and review / acceptance of Appendix G – Insurance Requirements.</b> |
| <input type="checkbox"/> | <input type="checkbox"/> | Verification of Liability Insurance in the amount of \$5,000,000.00/occurrence                                                                                                 |
| <input type="checkbox"/> | <input type="checkbox"/> | Verification of review / accepting Terms & Conditions of this RFP as outlined in <b>Appendix F – Terms &amp; Conditions.</b>                                                   |

Completed by:

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



## FORM #3 – EVALUATION SUBMISSION

All Bidders must provide details about their Company and its capacity to complete the work contemplated herein. If you deem a question to be not applicable to you, you must explain or outline why it is so.

**Responses to Evaluation Questions #1 through #6 will be evaluated as well as scored and will form a part of the overall submission score (as per Appendix F).**

### **Evaluation**

1. Please provide a brief history of your Company; include details of your Company's purpose, history with other government organizations, strategic plans, financial status, and organizational structure.

2. Please outline how your company possess the necessary knowledge, skill and experience to supply the snow clearing, snow removal and ice control services; ensure to include any relevant documentation that will support your response.

3. Please confirm that you have the minimum of three (3) years experience in the contracted snow removal field and a minimum of three (3) years working experience in an residential environment, providing a range of snow removal services equivalent or similar to the services being requested by NDHC as described herein; ensure to include any relevant documentation that will support your response.

4. Please confirm, with specific details, if your Solution has incorporated accessibility designs, criteria and features in accordance with Ontario Regulation 191/11; please feel free to incorporate visuals/screenshots of your solution.



5. Please confirm, with specific details, if your Solution can be considered environmentally responsible; please feel free to incorporate visuals/screenshots of your solution (i.e., signs).

6. Please confirm, with specific details, any value-added components of your Solution, creative opportunities for cost savings, or innovative goods and/or services within your Solution that would benefit NDHC; please feel free to incorporate visuals/screenshots of your solution.

**Staffing:**

Please provide a listing of all staff associated with your Bid and identify their responsibility and their qualifications and current workloads levels.

| Staff Member |                  |                |                 | Qualifications       |            |                  |
|--------------|------------------|----------------|-----------------|----------------------|------------|------------------|
| Name         | Position / Title | Responsibility | Office Location | Education / Training | Experience | Current Workload |
|              |                  |                |                 |                      |            |                  |
|              |                  |                |                 |                      |            |                  |
|              |                  |                |                 |                      |            |                  |
|              |                  |                |                 |                      |            |                  |
|              |                  |                |                 |                      |            |                  |
|              |                  |                |                 |                      |            |                  |
|              |                  |                |                 |                      |            |                  |
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|              |                  |                |                 |                      |            |                  |
|              |                  |                |                 |                      |            |                  |
|              |                  |                |                 |                      |            |                  |
|              |                  |                |                 |                      |            |                  |
|              |                  |                |                 |                      |            |                  |
|              |                  |                |                 |                      |            |                  |



If a change to this list is required after the award, the Successful Proponent must submit a written request to NDHC to authorize for the change. Any proposed replacement of a key staff member must have, in the opinion of NDHC, equivalent or better qualifications than the original staff member

### Participating Entities

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

### Bidder's Declaration

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

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

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

| Listing of Participating Entities                                                                                                                                                                                                                                                                               |                |             |                          |                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------|--------------------------|----------------|
| Type                                                                                                                                                                                                                                                                                                            | Responsibility | Amount (\$) | Company Name and Address | Contact Person |
| <input type="checkbox"/> Partner<br><input type="checkbox"/> Sub-consultant<br><input type="checkbox"/> Sub-contractor<br><input type="checkbox"/> Subsidiary<br><input type="checkbox"/> Distributor<br><input type="checkbox"/> Dealer<br><input type="checkbox"/> Reseller<br><input type="checkbox"/> Other |                |             |                          |                |
| <input type="checkbox"/> Partner<br><input type="checkbox"/> Sub-consultant<br><input type="checkbox"/> Sub-contractor<br><input type="checkbox"/> Subsidiary<br><input type="checkbox"/> Distributor<br><input type="checkbox"/> Dealer<br><input type="checkbox"/> Reseller<br><input type="checkbox"/> Other |                |             |                          |                |
| <input type="checkbox"/> Partner<br><input type="checkbox"/> Sub-consultant<br><input type="checkbox"/> Sub-contractor<br><input type="checkbox"/> Subsidiary<br><input type="checkbox"/> Distributor<br><input type="checkbox"/> Dealer<br><input type="checkbox"/> Reseller<br><input type="checkbox"/> Other |                |             |                          |                |



LIST OF EQUIPMENT

The Bidder shall identify all the equipment (vehicles, loaders, sanders, machines, systems) that are available to the Bidder for the completion of this contract.

| Equipment | Manufacturer | Model | Bucket Size (Cu.Yd) | Currently in Fleet | Future Planned Acquisition |
|-----------|--------------|-------|---------------------|--------------------|----------------------------|
|           |              |       |                     |                    |                            |
|           |              |       |                     |                    |                            |
|           |              |       |                     |                    |                            |
|           |              |       |                     |                    |                            |
|           |              |       |                     |                    |                            |
|           |              |       |                     |                    |                            |

Completed by:

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



## FORM #4 – EXPERIENCE SUBMISSION FORM

### **Experience and Qualifications**

#### **(a) 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
- Explain briefly how your firm's capacity and resources line up with this project requirements.



## APPENDIX C – FINANCIAL SUBMISSION

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

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

| LOCATIONS                                               | PROPERTY ZONE | INCLUSIVE PRICE<br>(All materials, supplies, equipment, staffing; except HST) |                                                    |                                                       |                                                    |
|---------------------------------------------------------|---------------|-------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------------------|----------------------------------------------------|
|                                                         |               | SNOW REMOVAL<br>/ PLOWING                                                     | SNOW PILE<br>REMOVAL                               | SANDING /<br>SALTING                                  | SPRING CLEAN<br>UP                                 |
|                                                         |               | As per Appendix A<br>(s. 4)<br><br>(Cost per Visit)                           | As per Appendix<br>A (s.5)<br><br>(Cost per Visit) | As per<br>Appendix A<br>(s.6)<br><br>(Cost per Visit) | As per Appendix<br>A (s.7)<br><br>(Cost per Visit) |
| 555 McNamara Street &                                   | Zone A        |                                                                               |                                                    |                                                       |                                                    |
| 545 McNamara Street &                                   | Zone A        |                                                                               |                                                    |                                                       |                                                    |
| 111 Carruthers Street                                   | Zone A        |                                                                               |                                                    |                                                       |                                                    |
| 135 Worthington St. W &                                 | Zone B        |                                                                               |                                                    |                                                       |                                                    |
| 365 Lakeshore Dr. &                                     | Zone B        |                                                                               |                                                    |                                                       |                                                    |
| Manitou Street (units 1 to<br>127)                      | Zone B        |                                                                               |                                                    |                                                       |                                                    |
| 866 Lakeshore Dr. &                                     | Zone C        |                                                                               |                                                    |                                                       |                                                    |
| MacKay Homes (225 and 230<br>Olive St. West, North Bay) | Zone C        |                                                                               |                                                    |                                                       |                                                    |

Please provide pricing for the entire 3-year period of the proposed Service Agreement.

Please identify any potential price increases for the Optional Extension Years 1 (2028/2029) and Years 2 (2029/2030) of the proposed Service Agreement.

Potential Price Increase for extension year 1 (%) (2028 / 2029):

Potential Price Increase for extension year 2 (2029 / 2030):



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

Please also advise on Proponents recommended or required payment schedule.

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

Completed by:

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*I HAVE THE AUTHORITY TO BIND THE CORPORATION*



## APPENDIX D – REFERENCE FORM

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

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

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

**Completed by:**

***I authorize the Nipissing District Housing Corporation to contact the above references, as well as, complete verification for required licenses and/or credentials.***

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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



## APPENDIX E – EVALUATION/SCORING OF APPLICATIONS

| Category                                                                                  | Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Weight      |
|-------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Mandatory Requirements</b><br>(Forms 1-2 of Appendix B)                                | The Evaluation Team will consider the proponents responses to the Mandatory Requirements Section, including organizations demonstrated experience on similar engagements, availability of resources to implement the project, as well as ability to work with DNSSAB in meeting proposed timelines. In addition, the Evaluation Team will consider the proponents ability to meet detailed requirements (or work with DNSSAB on future implementation) as outlined in Appendix A.                                                                                                                                                       | Pass / Fail |
| <b>Proposal Submission</b><br>(Form 3 of Appendix B)                                      | Proposal Submission as described in Form 4 of Appendix B. This includes Proponent answers to the six (6) questions. Questions will be evaluated to form 30% of the overall submission. <b>Note – if bidding on multiple zones, only submit one response covering the multiple zones.</b>                                                                                                                                                                                                                                                                                                                                                | 30%         |
| <b>Experience Submission Form – Previous Project Experience</b><br>(Form 4 of Appendix B) | Information on at least three contracts of similar scope in this class of work that were undertaken in the last five (5) years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 15%         |
| <b>Financial</b><br>(Appendix C)                                                          | The total proposed pricing shall be inclusive, including but not limited to travel/administrative costs along with all the works as described within the RFP document. <b>Pricing will be evaluated specifically by Zone.</b>                                                                                                                                                                                                                                                                                                                                                                                                           | 45%         |
| <b>References</b>                                                                         | DNSSAB reserves the right to contact any references provided by e-mail or phone, to have them complete a standard reference form for NDHC review. If pursued, references will be conducted evenly with the same template.                                                                                                                                                                                                                                                                                                                                                                                                               | 10%         |
| <b>Total</b>                                                                              | The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. The evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals. <b><u>Each Proponent will receive a total score by Zone.</u></b> All Proponent's submitted information will be treated as confidential information and will not be shared. | 100%        |



## **APPENDIX F – TERMS AND CONDITIONS**

### **4.0 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

- can personally benefit financially from their involvement;
- can gain an unfair advantage or engage 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 personal and/or financial benefit and:
  - Where the personal or business interests of a board member, officer or agent of the Board are in conflict with the interests of NDHC; or
  - where a personal gain, benefit, advantage or privilege is directly or indirectly given to or received by a board member, officer or agent or a person related to any one of them as a result of a decision by the Board;
  - where the Board giving a direct or indirect gain, benefit, advantage or privilege to a board member, officer or agent or a person related to any one of them;
  - where a board member, officer or agent or a person related to any one of them receiving a direct gain, benefit, advantage or privilege from NDHC as a result of the person's position with the Board;
  - where NDHC, in offering housing accommodation or in setting rents or other occupancy charges, gives any advantage or privilege to Personnel who are tenants that are not available to tenants who are not Personnel.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

"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.

### **1.1 General Information and Instructions**

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

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

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

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

#### **(C) Information in RFP Only an Estimate**

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

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

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

### **1.2 Communication after Issuance of RFP**

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

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
  - (a) Shall report any errors, omissions, or ambiguities; and



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

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

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

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

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

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

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

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

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

#### **(E) No Incorporation by Reference**

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

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

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

### **1.3 Debriefing**

#### **(A) Debriefing – Following Award**

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

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



## **1.4 Prohibited Conduct**

### **(A) Proponent Not to Communicate with Media**

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

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

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

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

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

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

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

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

- (a) All the conducts as described in Part 4 – Section 1.4;
- (b) The refusal of the Proponent to honour its pricing or other commitments made in its RFP; or
- (c) Any other conduct, situation or circumstance determined by NDHC, in its sole and absolute discretion, to constitute a Conflict of Interest.

## **1.5 Confidential Information**

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

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

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



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

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

### **(B) Confidential Information of Proponent**

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

### **1.6 Procurement Process Non-Binding**

#### **(A) No Contract and No Claims**

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

(2) For greater certainty and without limitation:

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

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

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

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

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

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

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

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



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

### **1.7 Reserved Rights**

The NDHC reserves the right to:

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



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

## **1.8 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 F**



## APPENDIX G – INSURANCE

1. Throughout the term of the Contract (including any renewal thereof), the Vendor shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance:
  - 1.1 Commercial General Liability Insurance (in all cases), written on IBC Form 2100 or its equivalent, 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.
  - 1.2 Standard Form Automobile Liability Insurance (where the Description of the Work provides for or contemplates the use of a motor vehicle, including where any Good is to be delivered by the Vendor to NDHC, or where work or services are to be provided on property owned or occupied by NDHC) that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than:
    - 1.2.1 \$1,000,000 per occurrence (subject to paragraphs (ii) and (iii));
    - 1.2.2 \$2,000,000 per occurrence (where the Contract will involve the use of one or more automobiles or any combination of automobiles and towed vehicles having in any case a combined aggregate weight of five tonnes or more before loading); and
    - 1.2.3 \$5,000,000 per occurrence (where the Contract relates to the transportation of an explosive substance, snow removal or road construction, or where the Contract will involve the use of one or more automobiles or any combination of automobiles and towed vehicles having in any case a combined aggregate weight of 10 tonnes or more before loading);
    - 1.2.4 \$10,000,000 per occurrence (where the Contract involves the transport of fare paying passengers by bus);
    - 1.2.5 \$5,000,000 per occurrence (where the Contract involves the use of taxis);
    - 1.2.6 for Third Party Liability, or such greater amount as NDHC may from time to time request in respect of the use or operation of vehicles owned, operated or leased by the Vendor for the provision of services;
  - 1.3 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 NDHC may from time to time request, in respect of vehicles not owned by the Vendor, that are used or operated on its behalf for the provision of services under the Contract.
  - 1.4 Professional Errors & Omissions Liability Insurance (where the Description of the Project, Supply or Work provides for or contemplates 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 \$5,000,000 per claim or such greater amount as NDHC may from time to time request.
  - 1.5 Comprehensive Crime Insurance, (where performance of any aspect of the Contract entails the access by the Contractor, its employees, agents or Participating Entities to funds or property of NDHC under circumstances in which they will not be subject to direct supervision by NDHC employees, e.g., in the case of custodial, cleaning, courier contracts, security, and similar service arrangements, or where the Contractor or its employees, agents or Participating Entities are required to attend inside the premises of a NDHC tenant) broad form coverage to adequately protect NDHC against loss of monies, securities or other properties, including property of NDHC while such property is in the Vendors 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.

1.6 The Vendor shall maintain Property Insurance, as may be applicable, with respect to loss or damage (including fire, theft, burglary, etc.) of its own property and property in its care, custody and control, including its equipment, tools, stock, used in connection with the Contract.

1.7 All policies of insurance within the scope of ss. 44.27.1 shall:

- 1.7.1 include coverage as unnamed insured, for any architect, engineer or other consultant employed or retained by NDHC, all Participating Entities and the employees of the Vendor and those persons, provided that NDHC reserves the right to require the Vendor to add further parties as additional unnamed insured persons (except in the case of automobile liability insurance, non-owned automobile liability insurance, professional errors & omissions liability insurance, and medical malpractice liability insurance);
- 1.7.2 be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to NDHC, an insurance company that is licensed to carry on business in Ontario;
- 1.7.3 be maintained continuously during the course of carrying out the Work; or for such period of time as may be required after completion of the Work, as deemed necessary by NDHC;
- 1.7.4 provide for a deductible amount of no greater than \$10,000;
- 1.7.5 include NDHC named as an additional insured, to the extent of the Vendors obligations to NDHC under the Contract Documents; (except in the case of automobile liability insurance, non-owned automobile liability insurance, professional errors & omissions liability insurance, and medical malpractice liability insurance)
- 1.7.6 contain cross-liability and severability of interest provisions, as may be applicable;
- 1.7.7 preclude subrogation claims against NDHC and any other person insured under the policy; and
- 1.7.8 provide that at least 20 Business Days prior written notice (15 days, in the case of automobile liability insurance, and 10 days in the event of non-payment of premiums) shall be given to NDHC by the Insurer before the Insurer or Vendor take any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.

1.8 NDHC reserves the right to require the Vendor to purchase such additional insurance coverage as the NDHC may reasonably require. NDHC 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 NDHC may reasonably require from time to time.

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

1.10 The Vendor shall pay all premiums on the policies as they become due, provided that NDHC may pay premiums as they become due and deduct the amount thereof from moneys due from NDHC to the Vendor should the Vendor fail to do so.

## **2. Proof of Insurance and Claims Protocol**

2.1 The Vendor shall deposit with NDHC such evidence of its insurance as provided in or required under the provisions of this RFT, an Appendix, or an Addendum:

- 2.1.1 at the time of execution of the Contract for Work (if any); or
- 2.1.2 in any event prior to commencing the Work.



- 2.2 Thereafter during the term of the Contract, no later than 20 Business Days prior to the renewal date of each applicable policy, the Vendor shall deposit with NDHC an original Certificate of Insurance originally signed by an authorized insurance representative, confirming thereon relevant coverage information, including but not limited to, name and description of NDHC contract; name of Insurer; name of Broker; name of Insured; name of Additional Insured(s) as may be applicable; commencement and expiry dates of coverage; dollar limits of coverage; deductible levels as may be applicable; cancellation or termination provisions; or (at NDHC's election) a certified copy of the insurance policy or policies required under ss. 44.27.
- 2.3 The Vendor shall not do or omit to do anything that would impair or invalidate the insurance policies. Delivery to and examination or approval by NDHC of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the Vendor of any of its indemnification or insurance obligations under the Contract. NDHC shall be under no duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance or to advise the Vendor in the event such insurance coverage is not in compliance with the requirements set out in the Contract.
- 2.4 Claims reported to the Vendor by a third party or by NDHC shall be promptly investigated by the Vendor. The Vendor shall make contact with the Claimant within 48 hours of receipt of notice of a claim. The Vendor shall initiate an investigation of the claim immediately upon notice, and advise the Claimant by letter of its position regarding resolution of the claim within 20 Business Days of the notice. The Vendor shall include in its letter of resolution the reasons for its position. Failing acceptance of the proposed resolution by the Claimant, the Vendor agrees to report the claim to its Insurer for further review and response to the Claimant. Failure to follow this procedure shall permit NDHC to investigate and resolve any claims and offset the resultant costs against any monies due, from time to time, under the Contract.