

Request for Tender (RFT)

RFT 2024-13

Nipissing District Housing Corporation

- Roofing Supply: 555 McNamara St. North Bay

Date issued:

March 18, 2024

Question Deadline:

April 2, 2024

Closing Date and Time:

April 12, 2024, at 1:00pm



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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Tender (RFT) is an invitation by the Nipissing District Housing Corporation (NDHC) to prospective Proponents to submit an Application and Quote for a Metal Roof Installation.

The NDHC is requesting Tenders from Proponents who are both interested and capable of providing roofing services. The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the Request for Tender (RFT). The NDHC is requesting a Tender for all labour, materials, transportation and equipment to perform the installation of various metal roofs on our properties throughout the District.

The specific property location for this RFT is 555 McNamara St. North Bay, ON P1B 9J6.

1.2 Organizational Background

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

1.3 General Acceptance

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

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

1.4 RFT Contact

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

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

1.5 No Guarantee of Volume of Work or Exclusivity of Contract

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



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

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

1.6 Canadian Free Trade Agreement (CFTA)

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

1.7 Follow Instructions

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

PART 2 – PROJECT OVERVIEW

2.1 Introduction & Appendices

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

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

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

2.2 Workplace Expectations

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

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



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

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

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

2.3 Insurance Requirements

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

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

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

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

2.4 Workplace Safety Insurance Board (WSIB)

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

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

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

2.5 Working at Heights Certification

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



2.6 Building Permits

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

2.7 Locations and Property Description

555 McNamara St. North Bay, ON P1B 9J6

Built in 1986, this 50-unit site know as Maplecrest 1, hosts 12 two-bedroom units and 38 three-bedroom units most of which being two story townhouses. The property is broken down into 7 buildings we refer to as blocks (A Block-G Block). The blocks vary in size due to the different sized and designed (accessible) units.

2.8 Mandatory Site Visit

Bidders must attend a mandatory site meeting scheduled for 26-March-2024 at 2:15pm at 555 McNamara St. North Bay. Please meet at the first entrance of the property. Bidders can examine site conditions, review the documents' terms, conditions, and specifications and ascertain the work involved. Bidders are encouraged to bring their materials, such as a camera, measuring tape, notepaper and any other materials, to the site to examine conditions.

PART 3 – EVALUATION OF TENDERS

3.1 Timetable

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

| ITEM | DATE | TIME |
|------------------------------|---------------|--------|
| Issue Date | 18-March-2024 | 4:00pm |
| Mandatory Site Visit | 26-March-2024 | 2:15pm |
| Deadline for Questions | 02-April-2024 | 1:00pm |
| Deadline for Issuing Addenda | 05-April-2024 | 4:00pm |
| Closing Date | 12-April-2024 | 1:00pm |



3.2 Timeline Submission Instructions

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

3.3 No Incorporation by Reference

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

3.4 Confirmation of Submission

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

3.5 Amendment of Tenders

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

3.6 Withdrawal of Tenders

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

3.7 Questions

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

3.8 Addenda

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

3.9 Stages of Tender Evaluation

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



- (a) Stage 1 – Mandatory Requirements
- (b) Stage 2 – Experience Submission Form
- (c) Stage 3 – Schedule Review and Submission
- (d) Stage 4 – Evaluation of Pricing
- (e) Stage 5 – References
- (f) Stage 6 – Selection and Final Negotiation

Stage 1 - Mandatory Requirements

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

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

Stage 2 – Experience Submission Form

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

Stage 3 – Schedule Review Submission Form

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

Stage 4 – 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 5 - References

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

Other Mandatory Requirements

Each RFT must:



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

Evaluation and Pricing

Stages 1-3 will consist of a scoring by NDHC of each qualified RFT on the basis of a **(pass/fail)** and the pricing ranked in accordance with [Appendix C](#).

3.10 Tenders to be submitted in Prescribed Manner

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

- a) The Mandatory Requirements submission, Experience submission and Schedule Review (Application) submission should be saved to a MS Word or .PDF file, indicating the Proponents name and address, and saved as: **“2024-12 NDHC Roofing Supply Application Form”**. Please reference [Appendix B](#).
- b) The Financial Proposal (Financial) should be submitted as a separate file saved to a MS Word or .PDF or EXCEL file, indicating the Proponent’s name and address, and saved as: **“2024-12 NDHC Roofing Supply Financial Submission”**. Please reference [Appendix C](#).

3.11 Selection and Final Negotiation

Once the RFT’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 Tender improvements. After the negotiation, the successful Proponent may be invited to revise its initial RFT and submit its Best and Final Offer (BAFO) to the NDHC.

End of Part 3



APPENDIX A - SPECIFICATIONS / SCOPE OF WORK

To provide all labour, materials and equipment necessary to install a metal roof on the roof of units contained within 555 McNamara St. North Bay.

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

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

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

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

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

Scope of work will include the following:

- Remove and dispose of all layers of roof shingles and underlayment on the roof areas. Remove and dispose of any soft or rotten deck boards.
- Remove and dispose of the existing drip edge at the eaves and at the rakes.
- Remove and dispose of any existing ice and water shield. This includes any ice and water shield under the valleys or under the end walls abutting the roof area.
- Remove and dispose of any existing flashing in valleys.
- Remove and dispose of the rubber flashing boots around the plumbing pipes.

- Install new deck boards where required. A separate price will be provided on your bid sheet on a per sheet basis, **this must be accompanied by pictures.**
- Install new drip edge at the eaves before the application of the ice and water shield.
- Install new drip edge on top of new ice and water shield and underlayment on the rakes. Install new ice and water shields over the first six (6) feet from the roof's eaves.
- Install new ice and water shields at valleys before the application of new flashing.
- Install new underlayment on remaining roof area.
- Install new insulation to act as a barrier (should price be accepted). A separate price will be provided on your bid sheet and this price will be shown as insulation covering the entire roof.
- Insulation will go on after the underlayment, and prior to installing the furring strips.
- Install furring strips horizontally on the roof 1x2 spaced as per steel manufacture's direction and



attach in such a way that the screws/nails go through the insulation and underlayment and attach to the deck boards.

- Check plumbing vents and ensure the extensions are attached correctly. Install new rubber flashing boots around the plumbing stacks.
- Install new metal roofing panels.
- Install new inside and outside foam closures Install of trim/edges/caps
- Install snow guards/breakers/rails
- Clean out the eaves trough
- Clean the surrounding grounds below from construction debris

Once the shingles, underlayment material, drip edge, and flashings have been removed from an area of the roof an inspection must be completed by your company.

Your inspection(s) will include inspections of the following:

Your inspection(s) will include the roof deck boards.

Please note pictures are required of the deck boards needing replacement. Any deck boards needing replacing will be at a cost the Contractor has provided on their bid sheet on a per board replacement. Replacement of roof deck boards will be an extra to the contract.

Your inspection will include the plumbing stack vents.

Inspect to see if any of these stack vents are damaged and may need replacing. Check the extensions on the plumbing stacks to ensure they are attached and secure. Should there be any exhaust vents/stacks needing replacing you will show this at the time of inspection. Please note pictures are required for any vents needing replacement. Any exhaust vents needing replacement will be at the cost the Contractor has provided on their bid sheet on a per vent replacement. Replacement of plumbing stacks will be an extra to the contract.

Your inspection will include the maxi vents.

Inspect to see if any of the existing maxi vents are damaged and need replacing. Should any of the existing maxi vents need replacing, you will show this at the time of inspection. Please note pictures are required of the maxi vents needing replacement. Any existing maxi vents needing replacement will be at the cost the Contractor has provided on their bid sheet. Replacement of maxi vents will be an extra to the contract.

Once the inspection(s) have been completed you should know if any replacements of items in your inspection has to be completed and you have been given the authorization to proceed. Please ensure you have received an email from the NDHC representative for any replacements prior to proceeding.

If NDHC has authorized the replacement of some deck boards then replace the deck boards. Contractors will **re-nail any loose deck boards**. Ensure the roof deck is smooth, properly fastened to the roof trusses, dry and free of any gaps or holes.

Remove all flashings at designated roof locations, along valleys, or gable ends,

**Installation of Ice and Water Shield:**

Then install new ice and water shield over the drip edge. Install the ice and water membrane to over-hang the eaves by 1/4 "– 3/4" and must extend up the roof over the first six feet (6) from the roof's eaves.

Install the ice and water membrane over the valleys, gable and end walls where the roof elevation changes (photos must be provided of the installation of the ice & water shield). Your invoice will not be processed if you did not follow this requirement.

Installation of underlayment:

Install new underlayment: Apply either asphalt saturated felt or synthetic underlayment, in horizontal courses up the roof with 2" side laps and 4" end laps. Trim the sheet to fit the final course at the peak. One layer of underlayment is required over the entire deck.

Installation of insulation board:

Should the installation of insulation be awarded you will need to install the insulation prior to installing furring strip.

Insulation will be ½ inch or 12.7mm in thickness. This will assist in keeping the metal panels temperature from transferring to the underlayment and deck boards, aid in noise reduction and heat loss.

Insulation shall be placed over the entire roof surface with seams being taped to avoid air pockets and secured through the roof underlayment and down into the deck boards. This installation will follow the manufacturer's instructions. The price for the installation of insulation, materials and labour combined will be shown on the contractor's bid sheet as a lump sum for the complete roof installation, in addition to the base cost of the roof installation. **You must provide pictures of this installation prior to proceeding with the work.**

Installation of Furring Strips:

Install furring strips running vertically and horizontally forming a grid on the roof approximately two (2) feet on centers, ensure you follow manufacturer's directions for the metal roof. Furring strips will be one-by-four and secured using nails long enough to go through the insulation, underlayment and attach to the roof deck.

The distance of the furring strips will follow the manufacturer's direction of the metal roofing panels. Correctly measure the spacing of furring strips to further decrease condensation. Twenty-four (24) inches is a common spacing of furring strips for a metal roof.



Installation of drip edge:

Install a drip edge at all rakes and along the eaves, overhanging 12 mm with a minimum 50 mm flange on to roof decking. Nail to the deck at 400 mm O.C. maximum (Photos must be provided of this installation). Nail spacing approximately twelve (12) inches apart.

The drip edges can provide additional protection from wind damage, as it helps create an overlap between panels that can prevent wind uplift.

Installation of Metal panels/roofing:

Ensure that panels are installed overlapping one another. Prior to overlapping ensure a strip of double-sided butyl tape is used for a tight seal. All fasteners will be galvanized. If your fasteners are not long enough to penetrate through all of your material, it is safe to say you are not going to have a successful installation. The right fastener must not only be long enough to go through the materials, but you must also take into account the length of the drill bit if you are using self-drilling screws.

Most importantly, you want at least one inch of screw penetration into the material that you are fastening to. The length is usually rounded up to the next half or quarter inch to ensure the fasteners are long enough.

When fastening the overlaps ensure that when fastening the metal roof that the overlap drain channels (hips on the ribs) are aligned correctly and fastened first to ensure that the drain channel will drain properly.

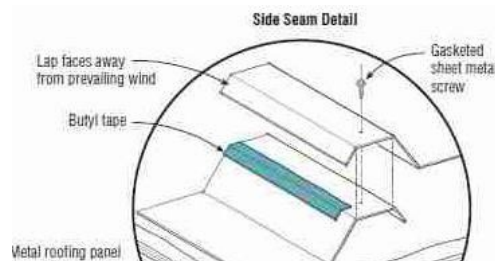
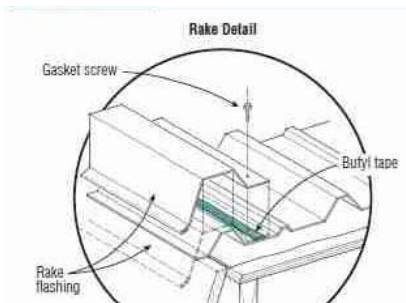
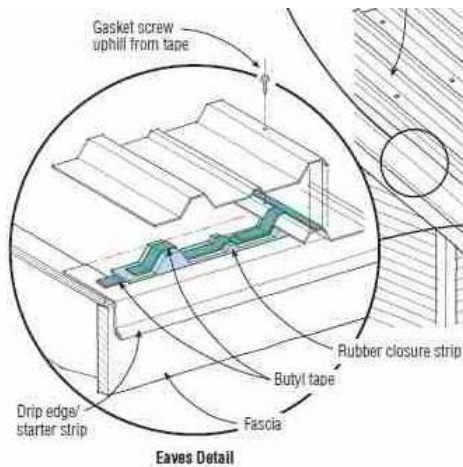
Galvanized Stitch (lap) screws should be placed at all overlaps approximately 24 to 12 inches on center along the path of the butyl tape and at the lap of the panel. Stitch screws are a self-tapping screw used to “stitch” together metal panels where they overlap, as well as to flashing, gutters and trim. Stitch screws will be galvanized and have neoprene washers attached to them. When installing the stitch/lap screws follow the metal roofing manufacturer’s directions for spacing.



Panels will be placed over and round all roof penetrations to ensure that water runs around the roof penetration. Fasteners will be galvanized and long enough to penetrate the metal roofing and attach to the furring strips and run in a straight line horizontally. Exposed fasteners will have rubber sealing washers to increase weather tightness of the panels and to keep water out.

Use 24-gauge metal with a base metal thickness of .48 BMT. A 24-gauge metal roof has more strength, is more impact resistant to hail, can handle higher winds, and heavier snow loads compared to a 26-gauge metal roof. Therefore, we ask for a 24-gauge metal roof.

Steel must have a base metal thickness of .48 BMT.



See section below on foam closures.

Roof Penetrations/vents:

For roof pipe penetrations for the existing roof a combination of rubber and galvanized boot flashing will be required and secured with stitch screws. Ensure a layer of double-sided butyl tape is used and a sealant is applied on top of the tape and around the base of the boot as well as fastened according to manufacturer's direction using stitch screws.



Ensure all pipes are connected to the vents and venting air through the roof and not into the attic or into the soffit areas.

Installation of Foam Closures:

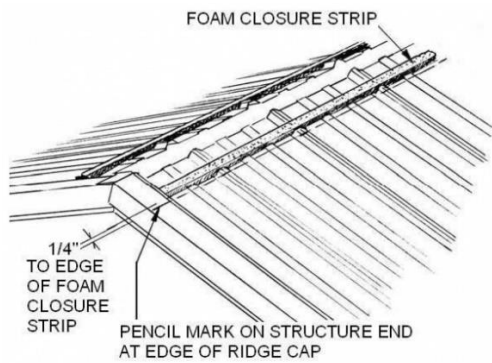
You should always look at the manufacturer's metal roofing installation guide as they will show you which metal roofing flashing details require foam closures.



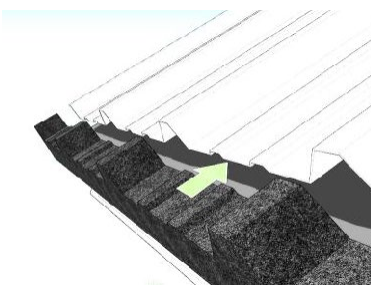
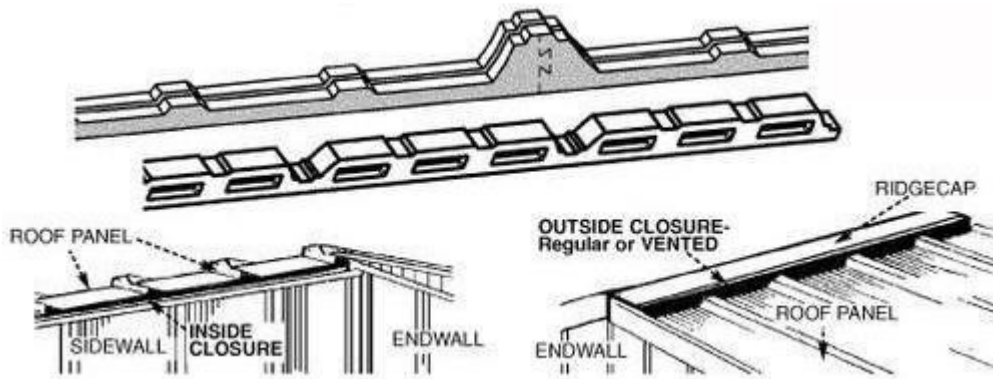
Metal roofs will require foam closures at the following metal roofing trim conditions: eave trim, ridge cap, peak trim or high side eave, end wall or chimney flashing, pitch break or transition flashing, valley flashing, pre-hung box gutter.

Inside and outside foam closure strips at various metal roofing flashing will be required. It is an important step of the installation process that protects against wind driven rain.

Outside closure strips fill the gap between the raised panel ribs and the ridge cap to keep out insects, vermin and wind-blown rain. This closure strip fits securely over the panel at the ridge.



Inside closure strips are to be installed on the underside of the metal roof panels at the eave line and or fascia board to prevent insects, vermin and wind driven rain from entering under the metal roof.





Installation of Trim/Edges/caps:

Outside and inside foam closures to be used. See above.

The installation of drip edge is also required.

When installing low to high trim the end of the trim will overlap where the alignment of where your roofing panels will end. Line up your low to high trim and lay a strip of double-sided butyl tape where the trim overlaps the metal roofing panel. Place a row of foam closures on top of the double-sided tape. Prior to fastening the trim run a bead of silicone sealant along the top of the foam closures. Place the trim on top of the foam closure and secure the trim through the foam closure and the high seams of the panel. Ensure the screws are long enough to penetrate the high seams of the roof panel and the foam closure.

Install flashing:

Corrosion-resistant flashing must be used to help prevent leaks where a roof meets a wall, another roof, a chimney or other objects that penetrate a roof. Flashing shall conform to the requirements of applicable building code and good roofing practice.

Most experts recommend having the overhang measure anywhere **between about an inch-and-a-half and two inches**.

Snow guards/breakers/rails:

Are designed to keep large amounts of snow and ice from sliding off a metal roof all at once. While snow rails look like a little fence, snow guards/breakers come in a wide variety of shapes and colors that allow you to choose one that fits the roof's size and style.

Snow guards/breakers/rails will need to be installed on both front and back slopes of the Metal roofs.

When applying the snow guard/breaker install according to manufacturer's spacing layouts and expected snow loads and apply an adequate amount of adhesive on the entire base of the snow guard/breaker and around the base of the guard/breaker to ensure a weather tight seal and proceed to the next guard/breaker.

Eaves trough cleaning:

Ensure eaves troughs have been cleared of roofing debris and ensure the job site has been left in a clean state. Run a magnetic tool through the grass, sidewalks, and parking areas to ensure no steel fasteners have been left in the surrounding area.

It is the responsibility of the contractor to verify field measurements and affected adjacent work are coordinated.

Grounds cleaning:

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

The contractor will go over the grounds with a magnetic tool to ensure no metal clippings, screws or any



other roofing debris has been left on the grounds.

Waste/Garbage:

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

Warranties:

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

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

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

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

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

Locations and Property Description

555 McNamara St. North Bay, ON P1B 9J6

Hours of Work:

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

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

Contractor Invoices:

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



APPENDIX B – MANDATORY REQUIREMENTS
FORM 1: PROPONENTS DECLARATION

Proponent’s Information

Proponent must provide all requested information below; if any information is not provided, the RFT 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 RFT at NDHC’s sole discretion.

Proponent's Declaration

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Completed by:

Company

Authorized Signature

Name

Title

I HAVE THE AUTHORITY TO BIND THE CORPORATION



MANDATORY REQUIREMENT - FORM 2: INSURANCE

Proponents must submit the following document(s) with this form. Failure to provide the required documentation will result in disqualification, and your RFT will receive no further consideration at NDHC's sole discretion.

YES NO

 I/WE have submitted a copy of a current Business License or Letters of Incorporation.

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

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

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

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

Completed by:

Company

Authorized Signature

Name

Title

I HAVE THE AUTHORITY TO BIND THE CORPORATION



MANDATORY REQUIREMENT - FORM 3 – PARTICIPATING ENTITIES

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

Proponent's Declaration

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

| | |
|------------|--|
| Yes | If Participating Entities are associated with this RFT, provide details using the table below. |
| No | 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 RFT that will be expensed to the Participating Entity.

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

Completed by:

_____ Company

_____ Authorized Signature

_____ Name

_____ Title

I HAVE THE AUTHORITY TO BIND THE CORPORATION



Form 4 – EXPERIENCE SUBMISSION FORM

Experience and Qualifications

(a) Company Overview:

Provide a description of your organization including the following details:

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

(b) Previous Experience with Similar Projects:

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

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

Form 5 – SCHEDULE SUBMISSION FORM

Work Plan/Timetable

Provide a detailed timetable outlining your work plan to address the specific deliverables and requirements identified. Explain your strategy on how you will sustain and prevent delays to the timelines provided to meet the required goals and objectives. All work must be completed prior to 01-October-2024.



APPENDIX C – FINANCIAL SUBMISSION

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

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

Price Schedule 1

| <i>Item No.</i> | <i>Items</i> | <i>Unit of Measure will be Materials plus Labour plus Equipment</i> | <i>Total price</i> |
|-----------------------------|---|---|---|
| 1 | Roof Materials/labour/permit/equipment necessary to install Metal Roofing. | Complete scope of work with roof Metal roofing | Total Contract price \$ _____ Assuming no extras |
| Extra to the Contract | Deck Boards 4x8, 1/2 inch | Match existing where possible (for pricing purposes show ½" Fir plywood) | Per deck board cost is \$ _____ |
| Extra to the Contract | Maxi Vent | Per Maxi vent | Per Maxi Vent \$ _____ |
| Extra to the Contract | ABS Plumbing Stack | To match existing in height | Per ABS plumbing stack \$ _____ |
| Extra to the Contract | Insulation Board | For pricing purposes use foldable insulation board with ½ inch thickness | Total Price for Insulation Installation (material and labor) \$ _____ |

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 two (2) 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 RFT 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 | Reference No. 1 | Reference No. 2 | Reference No. 3 (optional) |
|---|-----------------|-----------------|-------------------------------|
| Has the Reference been Informed? | | | |
| Reference's Company | | | |
| Reference's Full Name | | | |
| Reference's Job Title | | | |
| Reference's Email Address | | | |
| Reference'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 – TERMS AND CONDITIONS

4.0 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Request for Tender

RFP 2024-13: NDHC Roofing Supply (555 McNamara St. North Bay)



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

"WSIB" means Workplace Safety and Insurance Board.

4.1 General Information and Instructions

(A) Deemed Acceptance

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

(B) Proponents to Follow Instructions

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

(B) Information in RFT Only an Estimate

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

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

(C) Proponents Shall Bear Their Own Costs

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

4.2 Communication after Issuance of RFT

(A) Proponents to Review RFT

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

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



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

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

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

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

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

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

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

(D) Verify, Clarify and Supplement

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

(E) No Incorporation by Reference

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

(F) RFT to Be Retained by the NDHC

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

4.3 Debriefing

(A) Debriefing – Following Award

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

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



4.4 Prohibited Conduct

(A) Proponent Not to Communicate with Media

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

(B) No Lobbying

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

(C) Illegal or Unethical Conduct

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

(D) Past Performance or Inappropriate Conduct

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

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

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

4.5 Confidential Information

(A) Confidential Information of NDHC

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

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



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

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

(B) Confidential Information of Proponent

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

4.6 Procurement Process Non-Binding

(A) No Contract and No Claims

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

(2) For greater certainty and without limitation:

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

(B) No Contract until Execution of Written Contract

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

(C) Non-Binding Price Estimates

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

(D) Disqualification

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

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



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

4.7 Reserved Rights

The NDHC reserves the right to:

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



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

4.8 Governing Law and Interpretation

A. Governing Law

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

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

End of Part 4 and RFT