DURHAM CATHOLIC DISTRICT SCHOOL BOARD
Learning and Living in Faith

DURHAM CATHOLIC DISTRICT SCHOOL BOARD

INSTRUCTIONS FOR BIDDERS

Request for Tender

T27-01

St. Luke the Evangelist Catholic Elementary School

Eight (8) Classroom Addition

Issue Date: November 17, 2026

Closing Date: January 7, 2027

Closing Time: 2:00:00 p.m. local time

Morgan Ste. Marie
Chair of the Board

Gerard Winn
Chief Executive Officer

DURHAM CATHOLIC DISTRICT SCHOOL BOARD
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DURHAM CATHOLIC DISTRICT SCHOOL BOARD
Learning and Living in Faith

Part 1 Invitation and Submission Instructions

1.1 Invitation to Bidders

This Request For Tender (the "RFT") is an invitation by Durham Catholic District School Board ("the Board") to prospective bidders to submit bids for **T27-01 St. Luke the Evangelist Catholic Elementary School – Eight (8) Classroom Addition** further described in Section D-1 of the RFT Particulars (Appendix D) (the "Deliverables").

1.1.1 Board Mission

To be an inclusive Catholic learning community that inspires every student to achieve their full potential through faith and education.

1.1.2 About Durham Catholic District School Board

Durham Catholic District School Board (hereafter referred to as the "DCDSB" or "Board") is the employer of approximately 2,300 staff and operates 52 sites with an estimated enrollment of 23,000 students. The DCDSB is comprised of all Catholic schools within the Durham Region including the Catholic Education Centre and Continuing Education sites.

For a complete listing of DCDSB school and administrative locations please visit our website at: www.dcdsb.ca.

1.1.3 Doing Business with Durham Catholic District School Board

The Board advertises bid opportunities on DCDSB bids&tenders (https://dcdsb.bidsandtenders.ca). Companies wishing to participate in the Board's competitive bidding process must register on this site to receive electronic notification of bid opportunities.

A list of bids is available on the DCDSB bids&tenders website. The status of the bid is updated regularly and awards will be posted in the same manner. The Board assumes no responsibility to notify past or present vendors and/or service providers in any other manner.

1.1.4 Pre-Qualifications

1.1.4.1 Tenders will be received only from the following pre-qualified General Contractors:

- Anacond Contracting Inc.
- Corebuild Construction Ltd.
- Garritano Bros Ltd.
- Gerr Construction Limited
- J.J. McGuire General Contractors Inc.
- Morosons Construction Limited
- Newgen Contruction Corporation
- Orion Construction & Management
- Percon Construction Inc.
- Pre-Eng Contracting Ltd.
- Rutherford Contracting Ltd.
- Torcom Construction Inc.
- West Metro Contracting Inc.
- W.S. Morgan Construction Limited

1.1.4.2 All roofing work must be carried out by a Board pre-qualified **Roofing Contractor:**

Vendor Name	Contact Name	Address	Email Address	Telephone
Atlas-Apex Roofing Inc.	John McDowell	65 Disco Road, Etobicoke, Ontario L9W 1M2	jmcdowell@atlas-apex.com	416-421-6244
Bothwell-Accurate Co. Inc.	Lenny Baptista	6675 Rexwood Road, Mississauga, Ontario L4V 1V1	lbaptista@bothwell-accurate.com	905-673-0615
Cordeiro Roofing Ltd.	Geoffrey Ball	88 Horner Avenue, Toronto, Ontario M8Z 5Y3	estimating@cordeiroroofing.com	416-234-9901
Flynn Canada Ltd	Sean Wormsbecker	6435 Northwest Drive, Mississauga, Ontario L4V1K2	sean.wormsbecker@flynncompanies.com	905-671-3971 ext 2246
Semple Gooder Roofing Corporation	Mark Baxter	1365 Martin Grove Road, Toronto, Ontario M9W 4X7	mbaxter@semplegooder.com	416-743-5370 416-997-0732
Trio Roofing Systems Inc.	Brett Ballentine	5 West Dr., Brampton, Ontario L6T4T2	bballentine@trioroofing.ca	905-456-1688
Triumph Roofing & Sheet Metal Inc.	Mario Ribeiro	1 Connie Street, Toronto, Ontario M6L 2H8	info@triumphinc.ca mribeiro@triumphinc.ca	416-534-8877
Provincial Industrial Roofing	David Uglow	166 Bowes Road, Concord, Ontario L4K 1J6	info@provincialroofing.com duglow@provincialroofing.com	905-669-2569

1.1.4.3 All structured cabling including PA system, security, data network, work must be carried out by a Board pre-qualified **Structured Cabling Contractor:**

Vendor Name	Contact Name	Address	Email Address	Telephone
Connex Telecomunications Inc.	Ed Balian	16- 44 East Beaver Creek, Richmond Hill, L4B 1G8	ebalian@connexservice.ca	c: 905.944.6516 866-429-4625
Bosch Building Technologies Inc. (formerly Paladin)	Nicholas Tsigaridas	71 Barber Greene Road, Toronto, ON M3C 2A2	ntsigaridas@paladintechnologies.com	416-993-4401
Core Cabling (formerly Spectrum & Centre Electric)	Mike Wadsworth	9-1305 Morningside Ave, Toronto, ON M1B 4Z5	mike@core.ca	416.669.9761

1.1.5 Capacity

The Board reserves the right to consider the capacity of any Prequalified Bidder for this award. The Board may, at its sole discretion, deny award to any Bidder who the Board deems has a current volume of work such that the Bidder's capacity may be exceeded by the award of this project.

1.1.6 Board Consultants

For the purpose of this solicitation, the Board has retained the Professional Consulting Services of the firm noted below. This firm has been granted rights of agency when acting for the Board on this project within the conditions of that agreement.

Architectural

Firm Name:	Barry Bryan Associates
Address:	201-250 Water St., Whitby Ontario L1N 0G5
Prime Consultant	Cassandra Cautius
Phone:	(905)666-5252 ext. 230
Email:	www.bba-archeng.com

Roofing

Firm Name:	Dantech Building Technologies
Address:	110-20 Valleywood Drive, Markham, ON, L3R 6G1
Prime Consultant	Joel Dandelé
Email:	info@dantechbt.ca

1.2 RFT Contact

For the purposes of this procurement process, the "RFT Contact" will be:
Kristy Hottot, Supervisor Purchasing Services, Kristy.Hottot@dcdsb.ca

All questions are to be submitted through the Submit a Question button within the Bidding System, not through email to the RFT Contact.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Board, other than the RFT Contact, concerning matters regarding this RFT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder's bid.

1.3 Execution of Contract and Board Purchase Order

The selected bidder will be required to enter into an agreement with the Board for the provision of the Deliverables in the form of Appendix A and a CCDC2-2020 for a Stipulated Price Contract, as amended by the Supplementary Conditions (Appendix B). A purchase order will be issued by the Board to the Successful Bidder following the execution of the Contract.

1.4 RFT Timetable

Issue Date of RFT	November 17, 2026
Optional Site Meeting	November 25, 2026 @ 10:00 a.m. EST
Deadline for Proponent Questions	December 10, 2026 @ 2:00 p.m. EST
Anticipated last Addendum date	December 16, 2026
Proposal Submission Deadline	January 7, 2027 @ 2:00 p.m. EST
Anticipated Selection of Proponent	January 2027

The RFT Timetable is tentative only and may be changed by the Board at any time.

1.5 Site Walkthrough

A **optional** site walkthrough will be held on November 25, 2026 at 10:00 a.m. The site address is 55 Twin Streams Road, Whitby, Ontario, L1P 1N9

Attendees are requested to meet at the front of the school.

No information provided by the Board at the site visit shall be binding, unless such information is included in an addendum.

Although the Board will not be obligated to accommodate any additional requests for a hosted walkthrough, the Board reserves the right to schedule an additional walkthrough if extenuating circumstances apply. The Board shall be the sole judge of such circumstances.

The Board has the right to cancel or reschedule the scheduled site walkthrough without obligation to Bidders. Any costs incurred are the responsibility of the Bidders.

All Bidders are expected to understand the scope of Work and the site conditions and to have thoroughly familiarized themselves with all pertinent conditions before delivery of their Submission.

1.6 Submission of Bids

1.6.1. Bids to be Submitted at Prescribed Location

Bids must be submitted at dcdsb.bidsandtenders.ca

1.6.2. Bids to be Submitted On Time

Bids must be submitted on or before the Submission Deadline. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **RECEIVED** by the Bidding System, not when a Bid is submitted, as Bid transmission can be delayed due to file transfer size, transmission speed, etc. Late Bids are not permitted by the Bidding System.

1.6.3. Bids to be Submitted Electronically

Bidders are cautioned that the timing of their bid submission is based on when the bid is received by the Bidding System, **not** when a bid is submitted by a bidder, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the Board recommends that bidders allow sufficient time to upload their submissions and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the Board's Bidding System web clock.

Bidders should contact the RFT Contact at least twenty-four (24) hours prior to deadline if they encounter any problems. The Bidding System will send a confirmation email to the bidder advising when the bid was submitted successfully. If bidders do not receive a confirmation email, they should contact the RFT Contact immediately.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a bidder has obtained this solicitation document from a third party, the onus is on the bidder to create a Bidding System Vendor Account and register as a plan taker for the opportunity at dcdsb.bidsandtenders.ca

1.6.4. Amendment of Bids

Bidders may amend their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the amended bid is received by the Bidding System by the Submission Deadline.

1.6.5. Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the withdrawn bid is withdrawn through the Bidding System by the Submission Deadline.

1.6.6. Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of sixty (60) days running from the moment that the Submission Deadline passes.

1.6.7. Bid Bond

Bidders shall submit bid security in the form of a **CCDC 220 2024** digital bid bond. **A scanned copy of a paper bond will not be accepted**. Bidders should refer to the e-bonding information on **Surety Association of Canada's website** for a list of third parties that provide digital bond services. Bidders and their sureties should review the industry checklist for digital bond requirements.

Bid Bond in the amount of ten percent (10%) of the Base Bid and a letter of agreement to bond from a registered surety for a Labour and Material Bond and a Performance Bond, each in fifty percent (50%) the amount of the base bid.

The digital bid bond must remain valid for the period of irrevocability detailed in Part 1, Article 1.6.6.

Bidders shall create a single zip file (see Bidding System instructions on how to create a zip file) and upload the zipped file to the file labelled "Digital Bid Bond" into the Bonding upload Section.

All instruction details for accessing authentication must be included with the uploaded bond.

A scanned PDF copy of bonds, original certified cheque, bank draft, money order or any other format other than a digital bid bond is not acceptable and shall be rejected.

A Tender submitted without the required Tender Security in the appropriate amount identified above shall be rejected.

The digital Tender Security will not be returned to the Bidder.

In the event of a failure or refusal on the part of the Successful Bidder to enter into theContract, to commence the Work following the issuance of a purchase order(s) or notice to proceed, and/or give the specified security required under the Request for Tender and the Contract, the Board shall declare the Tender Security forfeited and the Successful Bidder may be held responsible at the Board's discretion for any increased cost or damages incurred by the Board over and above the amount of the Tender Security.

[End of Part 1]

Part 2 Evaluation and Award

2.1 Stages of Evaluation

The Board will conduct the evaluation of bids in the following stages.

2.1.1 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the Mandatory Submission Requirements. Bids that do not comply with all of the Mandatory Submission Requirements as of the Submission Deadline will, subject to the express and implied rights of the Board, be disqualified and not evaluated further.

No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

2.1.2 Stage II – Pricing

Stage II will consist of scoring the submitted electronic Pricing Form (s) (Appendix C) of each compliant bid in accordance with the evaluation method set out in the Part 4 Electronic Submission Form instructions. The scoring of price will be undertaken after the review of the above-noted mandatory requirements has been completed.

2.2 Selection of Lowest Compliant Bidder

Subject to the Board's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the lowest price, or the highest weighted criterion (or criteria in cases where there is more than one criterion has been allocated the most points) shall be used to break the tie. Should such re-evaluation still result in a tie, then a coin toss shall determine the award.

In the event that a bidder's pricing appears to be abnormally low in relation to the Deliverables, the Board may require the bidder to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the bidder is unable to satisfactorily account for the abnormally low pricing, the Board may reject the bid. The Board may also reject any bid that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

If this tender is cancelled the bidder agrees to waive any right to claim any damages or cost recoveries whatsoever against the Board, its officials, employees and authorized agents. No liability shall accrue to the Board for its decision in this regard.

2.3 Notice to Bidder and Execution of Agreement

Notice of selection by the Board to the selected bidder shall be in writing. The selected bidder shall execute the contract and satisfy any other applicable conditions of this RFT within ten (10) calendar days of notice of selection. This provision is solely for the benefit of the Board and may be waived by the Board.

2.4 Failure to Enter into Agreement

In addition to all other remedies available to the Board, if a selected bidder fails to execute the Agreement or satisfy any applicable conditions within ten (10) calendar days of notice of selection, the Board may, without incurring any liability, withdraw the selection of that bidder and proceed with the selection of another bidder.

2.5 Buy Ontario Act (BOA)

The Buy Ontario Procurement Directive establishes a framework to prioritize Ontario and Canadian goods and services in procurement across the public sector supporting Ontario workers and businesses by ensuring that public spending strengthens local supply chains and reduces exposure to global economic and trade uncertainty. Incorporated into the act are the Building Ontario Businesses Initiative, the Procurement Restriction Policy and Capital Infrastructure. Additional details here: Buy Ontario Procurement Directive | ontario.ca.

2.6.1 Building Ontario Businesses Initiative (BOBI)

The Building Ontario Businesses Initiative was established to contribute to the growth of Ontario businesses by providing for circumstances in which public sector entities are required to give those businesses preference when conducting procurement processes for goods and services under a specified threshold amount. Capital Infrastructure is not included and will be evaluated as per Domestic Supply Chain Plan.

In accordance with the Buy Ontario Procurement Directive, the Board will give preference to Ontario and Canadian goods and services, the evaluation of bids and awarding of Contracts, will be determined based on the Domestic Supply Chain Plan (DSCP) Commitment Approach.

2.6.2 Procurement Restriction Policy (US Businesses)

This Procurement Restriction Policy was established to restrict public sector buyers from procuring goods and services from U.S. businesses. The Policy was established as part of an

Ontario government response to U.S. tariffs on Canadian products and services. If the relevant tariffs are removed, the Policy may be adjusted or rescinded.

2.6.3 Capital Infrastructure

Domestic Supply Chain Plan (DSCP)

1) Purpose: This Domestic Supply Chain Plan supports the goals of the Buy Ontario Act and reflects Ontario's priorities for school board procurement. It refers to the plan that would be included as part of a bid for capital infrastructure procurement. It outlines the major goods and/or services, where they are sourced, and the value of the major goods and/or services, giving preference to Ontario and Canadian businesses.

2) Objectives: Maximizing the procurement of goods manufactured in Ontario and Canada by

   a) Supporting local and regional suppliers, trades, and workforce
   b) Ensuring transparency in sourcing of major construction materials and services
   c) Providing traceability and documentation to demonstrate compliance

3) Scope: This plan applies to all Major Goods and Services procured for the project including but not limited to those listed below:

4) Definitions:

   a) **Construction** means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting services related to the construction contract unless they are included in the procurement.

   b) **Major goods**: means durable materials, systems or components that are essential to ensuring the operational readiness or performance of the deliverable, and include:

      i. Structural materials: concrete, steel and other metals, lumber, stone, aggregates;
      ii. Building envelope components: windows, glass, roofing systems, bricks;
      iii. Mechanical and electrical systems: HVAC units, generators, elevators;
      iv. Specialty items: prefabricated panels, major fixtures;
      v. Fixtures, furniture and equipment; and,
      vi. Transit fleet vehicles.

c) **Ontario Service**: A service wholly provided by individuals (natural persons) located in Ontario

d) **Ontario-Made Good**: A good that meets any one of the following criteria:

i. It is wholly manufactured or originating in Ontario, or

ii. At least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.

e) **Canadian Service**: A service wholly provided by individuals (natural persons) located in Canada.

f) **Canadian-Made Good**: A good that meets any one of the following criteria:

i. Is wholly manufactured or originating in Canada,

ii. At least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada, or

iii. Is labelled as “Made in Canada” or “Product of Canada”.

Domestic Supply Chain Plan Commitment Approach

a) Bidders are required to commit to using Ontario-Made Goods and Services and , where applicable, Canadian-Made Goods and Services.

b) Bids that do not meet the commitment requirement further described in Section D-4 of the RFT Particulars (Appendix D) (“Other Mandatory Submission Requirements”) shall be deemed non-compliant and may be rejected at the discretion of the Board.

c) If all Bidders are unable to achieve the commitment requirement the Board reserves the right to choose the lowest bidder.

[End of Part 2]

Part 3 Terms and Conditions of the RFT Process

3.1 General Information and Instructions

3.1.1 RFT Incorporated into Bid

All of the provisions of this RFT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this RFT, including the terms in Appendices A and B, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this RFT, including the terms set out in Appendices A and B, will prevail over any such changes or qualifications in the bid.

3.1.2 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a bid should reference the applicable section numbers of this RFT.

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.1.5 References and Past Performance

In the evaluation process, the Board may include information provided by the bidder's references and may also consider the bidder's past performance with the Board or other institutions.

3.1.6 Information in the RFT Only an Estimate

The Board and its advisers make no representation, warranty or guarantee as to the accuracy in this RFT or issued by way of addenda. Any quantites shown or data contained in this RFT are estimates only, and are for the sole purpose of indicating to the bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RFT.

3.1.7 Bidders to Bear their Own Costs

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations

3.1.8 Bid to be Retained by the Board

The Board will not return the bid or any accompanying documentation submitted by a bidder.

3.1.9 Trade Agreements

Bidders should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) or Chapter 19 of the Canada European Union: Comprehensive Economic and Trade Agreement (CETA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFT.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

The Board makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Board may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.1.11 Non-Binding Process

This Request for Tender process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal contract, a binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the Common Law applicable to direct commercial negotiations. Neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, the failure to award a contract of the failure to honour a quotation. No legal obligation shall be created between any bidder and the Board until any such bidder and the Board have entered into a contract following an award.

3.2 Communication after Issuance of RFT

3.2.1 Bidders to Review RFT

Bidders 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 **through the Bidding System** on or before the deadline for questions. All questions or comments submitted by bidders through the Bidding System shall be deemed to be received once the question has been entered into the Bidding System and email has been received by the bidder confirming that the question was saved in the Bidding System successfully. No such communications are to be directed to anyone outside of the Bidding System, and the Board shall not be responsible for any information provided by or obtained from any source other than the RFT Contact. The Board is under no obligation to provide

additional information. It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear. The Board shall not be responsible for any misunderstanding on the part of the bidder concerning this RFT or its process.

3.2.2 All New Information to Bidders by way of Addenda

This RFT may be amended only by addendum in accordance with this section. If the Board, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this RFT and may contain important information, including significant changes to this RFT. Bidders are responsible for obtaining all addenda issued by the Board. Bidders must confirm their receipt of all addenda in their electronic submission form.

3.2.3 Post-deadline Addenda and Extension of Submission Deadline

If the Board determines that it is necessary to issue an addendum after the deadline for issuing addenda, the Board may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating bids, the Board may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by the Board shall, if accepted by the Board, form an integral part of the bidder's bid

3.3 Notification and Debriefing

3.3.1 Notification to Other Bidders

Once the Agreement is executed by the Board and a bidder, the other bidders shall be notified by public posting in the same manner that this RFT was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFT Contact and must be made within sixty (60) calendar days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Procurement Protest Procedure

If a bidder wishes to challenge the RFT process, written notice should be provided to the RFT Contact in accordance with the Board's vendor dispute mechanism and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome within ten (10) calendar days of the closing date of this tender.

Any protest in writing shall include the following:

a) a specific identification of the provision and/or procurement procedure that is alleged to have been breached;

b) a specific description of each act alleged to have breached the procurement process;

c) a precise statement of the relevant facts;

d) an identification of the issues to be resolved;

e) the Bidder's arguments and supporting documentation;

f) the Bidder's requested remedy

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The Board may disqualify a bidder for any conduct, situation or circumstances, determined by the Board, in its sole and absolute discretion, to constitute a conflict of interest, as defined in the electronic submission form.

3.4.2 Disqualification for Prohibited Conduct

The Board may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the Board determines that the bidder has engaged in any conduct prohibited by this RFT.

3.4.3 Prohibited Bidder Communications

Bidders must not engage in any communications that could constitute a conflict of interest and should take note of the conflict of interest declaration set out in the electronic submission form.

3.4.4 Bidder Not to Communicate with Media

Bidders must 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 RFT Contact.

3.4.5 No Lobbying

Bidders must 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 bidder(s).

3.4.6 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Board; deceitfulness; submitting bids 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.

3.4.7 Past Performance or Past Conduct

The Board may prohibit a vendor from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

(a) illegal or unethical conduct as described above;

(b) the refusal of the vendor to honour submitted pricing or other commitments; or

(c) any conduct, situation or circumstance determined by the Board, in its sole and absolute discretion, to have constituted a conflict of interest.

(d) the Bidder is or has been engaged, either directly or indirectly, in a legal action against the Board, within the last ten (10) years, its elected or appointed officials and/or employees in relation to

(i) any contract or service; or

(ii) any matter arising from the Board's exercise of its powers, duties or functions.

3.5 Confidential Information

Durham Catholic District School Board is governed by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 ("MFIPPA"). By submitting a Tender, including any personal information requested in the RFT, Bidders agree to the use of that information by DCDSB for the evaluation process, for any audit of this procurement process, and for contract management purposes

3.5.1 Confidential Information of the Board

All information provided by or obtained from the Board in any form in connection with this RFT either before or after the issuance of this RFT;

(a) is the sole property of the Board 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 the Agreement;

(c) must not be disclosed without prior written authorization from the Board; and

(d) must be returned by the bidder to the Board immediately upon the request of the Board.

3.5.2 Confidential Information of Bidder

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Board. The confidentiality of such information will be maintained by the Board, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Board to advise or assist with the RFT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this RFT, questions are to be submitted through the bidding system.

3.6 Reserved Rights and Limitation of Liability

3.6.1 Reserved Rights of the Board

The Board reserves the right to

(a) make public the names of any or all bidders;

(b) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addendum in the manner set out in this RFT;

(c) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;

(d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during

this RFT process; (iii) any act of bankruptcy; or receiver appointment on account of a bidder's insolvency or in respect of any of a bidder's property; or a general assignment for the benefit of a bidder's creditors;

(e) waive formalities and accept bids that substantially comply with the requirements of this RFT;

(f) verify with any bidder or with a third party any information set out in a bid;

(g) check references other than those provided by any bidder;

(h) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;

(i) select a bidder other than the bidder whose bid reflects the lowest cost to the Board;

(j) cancel this RFT process at any stage;

(k) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables;

(l) accept any bid in whole or in part; or

(m) reject any or all bids;

(n) disqualify any Bidder that is a 'U.S. Business' as defined in the Procurement Restriction Policy (U.S. Businesses): A Guide for Government & BPS Entities

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2 Limitation of Liability

By submitting a bid, each bidder agrees that

(a) neither the Board nor any of it employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and

(b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Board's decision not to accept the bid submitted by the bidder, to enter into an

Agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFT Process (Part 3)

are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

are non-exhaustive and shall not be construed as intending to limit the preexisting rights of the Board; and

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 3]

DURHAM CATHOLIC DISTRICT SCHOOL BOARD
Learning and Living in Faith

Part 4 Electronic Submission Form(s)

4.1 Instructions on how to complete Pricing Form(s)

Pricing must be submitted electronically in accordance with the Bidding System instructions.

Bid Price must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.

Bid Price quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Board, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

4.2 Evaluation of Pricing

It is the intention of the Board to award this RFT to the compliant Bidder with the lowest Total Price meeting specifications.

4.3 Electronic Form(s)

The following electronic forms are to be submitted electronically in accordance with the instructions listed on the forms:

- Appendix C – Electronic Pricing Form
- Appendix C1 – Electronic Alternative Pricing Form
- Appendix C2 – DSCP Attestation Form
- Appendix C3 – Domestic Supply Chain Plan (DSCP)

4.4 Submission Forms 24 hours after Bid Closing

Bidders must complete and return the following documents twenty- four (24) hours after submission deadline to DCDSB Purchasing (purchasing@dcdsb.ca), RDZ Engineers (fei@rdzeng.ca) and Barry Bryan Associates (rsukumaran@bba-archeng.com)

- Supplementary Bid Form - Electrical
- Supplementary Bid Form - Mechanical

[End of Part 4]