RFT QUESTIONNAIRE
Capital Infrastructure (4.4.2 of Directive)
Construction Services Department

Pursuant to *Buy Ontario Act (Public Sector Procurement), 2025* and the *Buy Ontario Procurement Directive* effective April 13, 2026 (the "**Directive**"), the Toronto District School Board (the "**TDSB**") requires bidders to complete the following questionnaire. The responses and information required are intended to ensure that the bidder's submission complies with the Directive.

1. What is the full legal name of the bidder? _____
2. What is the location of the bidder's registered or head office address? _____
3. Does the bidder have any subsidiaries or affiliated corporations: Yes (select one)
4. If the bidder has subsidiaries or affiliated corporations, what are the full legal names of the subsidiary or affiliated corporations and what is the location of their registered or head office address? Insert below:
   a. _____
   b. _____
   c. _____
5. Is the bidder a "Canadian Business" or an "Ontario Business" as defined in the Directive?
   a. Canadian Business: Yes (select one)
   b. Ontario Business: Yes (select one)

Canadian Business means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada. The business **either** has:

- its headquarters or main office in any province or territory within Canada
- at least 250 full-time employees in any one province or territory within Canada at the time of the applicable procurement process

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Ontario Business means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario. The business **either** has:

- its headquarters or main office in Ontario
- at least 250 full-time employees in Ontario at the time of the applicable procurement process

6. If the bidder is supplying a good, is the good a "Canadian-Made Good" or a "Ontario-Made Good" as defined in the Directive:
   a. Canadian-Made Good: Yes (select one)
   b. Ontario-Made Good: Yes (select one)

Canadian-Made Good means a good that meets any **one** of the following criteria:

- wholly manufactured or originating in Canada:
- at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada
- labelled as "Made in Canada" or "Product of Canada"

Ontario-Made Good means a good that meets any **one** of the following criteria:

- it is wholly manufactured or originating in Ontario
- at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario

***NOTE:** If the bidder is supplying more than one good, identify each major good required to supply the deliverable being procured in a Domestic Supply Chain Plan and identify which major goods are a Canadian-Made Good or Ontario-Made Good.*

7. If the bidder is intending to supply a good (or a majority of goods) which is **not** a "Canadian-Made Good" or a "Ontario-Made Good", does the bidder represent and warrant that the bidder is the only viable source for the good(s): Yes (select one).

   If the bidder answered "Yes" to the question above , provide an explanation and supporting documentation as to why the bidder is the only viable source for the good(s); e.g. solely owned and licensed proprietary technology resulting in the good being the only viable good with the required features and functionality.

Explanation:

***NOTE:** Even if the bidder is the only viable source of the goods, the TDSB must be independently satisfied that the procurement of said goods cannot be delayed. The TDSB shall have sole, absolute and unfettered discretion in determining whether the procurement of goods may be delayed.*

8. If the bidder is **not** a "Canadian Business" or an "Ontario Business" as defined in the Directive and is providing services, does the bidder commit to having at least 90 percent of the required staff to deliver the contracted services located in Canada? Yes (select one). By committing to having at least 90 percent of the required staff to deliver the contracted services being in Canada, the bidder expressly agrees to all the following:

   - the bidder represents, warrants and confirms that it shall maintain this commitment throughout the delivery of the contracted services;

   - notwithstanding any other term in the contract for services, the bidder expressly confirms and acknowledges that a failure to maintain this commitment throughout the delivery of the contracted services shall constitute a fundamental breach of contract which shall justify the immediate termination of the services contract without any right to remedy the breach. In the case of such a breach, the TDSB shall be entitled to liquidated damages which shall be equal to 4% of the value of the remaining unperformed services. By way of example, if the contract for services has a contract price of $1,000,000 (incl. taxes) and $200,000 (incl. taxes) has been performed as of the date of termination, the liquidated damages payable shall be equal to 4% of $800,000 which amounts to $32,000. At its sole and absolute discretion, the TDSB may provide the bidder with an opportunity to correct the breach, which it shall do within ten (10) business days of receiving notice of the breach. The bidder acknowledges and agrees that the liquidated damages particularized above constitute a reasonable pre-estimate of damages related to *inter alia*:
     - the *minimum* amount of delay damages suffered by the TDSB (the TDSB reserving its right to claim further delay damages as applicable);
     - the cost of republishing and marketing the procurement; and,
     - the elevated costs typically charged by bidders with respect to partly performed work.

   - the TDSB shall have the right to claim applicable damages over and above the liquidated damages.

   - at any time throughout the delivery of the contracted services and without cause, the TDSB may request and the bidder hereby expressly confirms and acknowledges that it shall, within five (5) business days of receiving said request, provide the TDSB with the following information in writing:
     - The estimated or (where available) the total number of staff assigned to deliver the services under the contract;
     - The general roles or job titles involved in delivering the contracted services;

- The name and registered or head office address of each subcontractor engaged in the delivery of the services.

In answering questions and providing the information as required above, the bidder is representing and warranting that their answers are complete, truthful, accurate, and are not misleading. The bidder understands and acknowledges that the TDSB is entitled to and is relying upon the information and responses given by the bidder and, as such, the TDSB shall not be required to and shall not independently verify the accuracy or completeness of the information and responses given. The bidder accepts and acknowledges that it shall be solely responsible for any inaccuracies, omissions or misrepresentations and any corresponding liabilities or damages arising therefrom.

The bidder shall indemnify and save harmless the TDSB and their respective partners, trustees, directors and officers, agents, and employees (collectively, the "**Indemnified Parties**") from any and all losses, damages, liabilities, judgments, claims, demands, causes of action, suits, actions or other proceedings of any kind or nature and expenses (including legal fees on a full indemnity basis) incurred or suffered by the Indemnified Parties that arise out of or as a result of inaccuracies, omissions or misrepresentations in the responses or information provided in response to this questionnaire.

Bid/Tender Number, Project Identification: _____

Name of Bidder: _____

Date of Completion of the Questionnaire: _____

_____

Signature of Bidder

Name:

Title:

I have authority to bind the bidder.