



# **DURHAM CATHOLIC DISTRICT SCHOOL BOARD**

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## **DURHAM CATHOLIC DISTRICT SCHOOL BOARD**

**Request for Tender**

**T25-04**

**St. Kateri Tekakwitha Catholic Elementary School**

**Second Floor Addition**

**Issue Date: May 8, 2025**

**Closing Date: June 9, 2025**

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

Monique Forster  
Chair of the Board

Gerard Winn  
Director of Education



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# **DURHAM CATHOLIC DISTRICT SCHOOL BOARD**

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## **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 to pre-qualified General Contractors to submit bids for the construction of **T25-04 - St. Kateri Tekakwitha Catholic School – Second Floor 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](http://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**

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

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



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All roofing work must be carried out by a DCDSB pre-qualified Roofing Contractor:

- Flynn Canada Ltd
- Provincial Industrial Roofing
- Semple Gooder Roofing Corporation

## **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 Consultant**

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.

<b>Firm Name:</b>	WalterFedy
<b>Address:</b>	675 Queen Street South Suite 111, Kitchener, ON, N2M 1A1
<b>Prime Consultant</b>	Maria Melo
<b>Phone:</b>	519.576.2150
<b>Email:</b>	<a href="mailto:mmelo@walterfedy.com">mmelo@walterfedy.com</a>

## **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](mailto: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.



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## **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 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	<b>May 8, 2025</b>
Optional Site Meeting	<b>May 15, 2025 @ 3:00 p.m. EST</b>
Deadline for Proponent Questions	<b>May 23, 2025 @ 2:00 p.m. EST</b>
Anticipated last Addendum date	<b>May 27, 2025</b>
Proposal Submission Deadline	<b>June 9, 2025 @ 2:00 p.m. EST</b>
Anticipated Selection of Proponent	<b>June 2025</b>

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

## **1.5 Site Walkthrough**

An **optional** site walkthrough will be held on May 15, 2025. The site address is 1425 Coldstream Drive, Oshawa, Ontario, L1K 0J6. 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.





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## **1.6 Submission of Bids**

### **1.6.1. Bids to be Submitted at Prescribed Location**

Bids must be submitted at [dcdsb.bidsandtenders.ca](https://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](https://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 ninety (90) days running from the moment that the Submission Deadline passes.





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## **1.6.7. Bid Bond**

Bidders shall submit bid security in the form of a **CCDC 220 2002** 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 the Contract, 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]



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## **Part 2 Evaluation and Award**

### **2.1 Stages of Evaluation**

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

#### **Mandatory Submission Requirements**

##### **Submission Form**

Each proposal must include a completed electronic Submission Form submitted by an authorized representative of the proponent.

##### **Appendix A – Form of Agreement**

Each proposal must include a completed electronic Form of Agreement submitted by an authorized representative of the proponent.

##### **Bid Security**

Bidders shall submit a **digital bid bond** in accordance with the instructions in Part 1 of the RFT.

##### **Other Mandatory Submission Requirements**

Not Applicable

##### **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 Form instructions. The scoring of price will be undertaken after the review of the above-noted mandatory requirements has been completed.



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## **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 selected bidder will be determined by way of a coin toss.

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 **CCDC 2-2020 Agreement** 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.

[End of Part 2]



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## **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 quantities 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.



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## **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.

## **3.2 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.





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### **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, it should provide written notice 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) 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;





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- 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.



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## **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



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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;



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

(n) disqualify any Bidder that is a 'U.S. Business' as defined in the [Procurement Restriction Policy \(U.S. Businesses\): A Guide for Public Sector Buyers](#)

### **3.6.2 Limitation of Liability**

By submitting a bid, each bidder agrees that

(a) neither the Board nor any of its 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]



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## **Part 4 Electronic Form(s)**

### **4.1 Instructions on how to complete Pricing Form(s) (Appendix C)**

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 (Total in Summary Table), meeting specifications.

### **4.3 Electronic Form(s) Submission**

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

- Appendix A – Form of Agreement
- Appendix C – Electronic Pricing Form(s)
- Appendix C1 – Electronic Pricing Form – Alternative Pricing

[End of Part 4]