

Request for Proposal

Real Estate Agent Services for Property Sales and Leasing

ADMIN-RFP-02

Issue Date: July 8th, 2026

Due Date: July 30th, 2026 at 10:00 am

Please contact procurement for any questions or submit a bid.

procurement@cdsb.care

Introduction

The Cochrane District Services Board (CDSB) is currently inviting real estate agents to submit proposals to provide real estate services. The CDSB intends to use this RFP process to select a single licensed brokerage and designated lead agent to provide the services described herein.

The terms and conditions applicable to this RFP are identified in Appendix A. Submission of a proposal in response to this RFP indicates acceptance of all terms and conditions that are included in Appendix A and any addenda subsequently issued by the CDSB.

By this RFP, the CDSB reserves the absolute and unfettered discretion to invite submissions, consider and analyze submissions, select and/or negotiate an agreement with the Successful Proponent, if any, as the CDSB considers desirable. Without limiting the generality of the foregoing, the CDSB reserves the right to:

- Reject, consider, or short-list any submission, whether or not it contains all the information required;
- Request clarification where a submission is unclear;
- Reject any or all submissions without any obligation, or any compensation or reimbursement, to any Respondent, intended Proponent, or any other person associated with this RFP process;
- Disqualify or reject any submission without discussion with the submitting party;
- Reject any or all submissions that the CDSB considers not in its best interests.

Though the CDSB fully intends at this time to proceed with obtaining Real Estate Services as contemplated herein, the CDSB is under no obligation to do so. The receipt by the CDSB of any information shall not impose any obligations on the CDSB. There is no guarantee by the CDSB, its officers, employees, or agents, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract.

The following information is intended to assist Proponents in preparing their proposal.

Background Information

CDSB Mission and Vision:

To further develop a District service environment that is responsive to community needs and which values the individuality of its residents.

CDSB Values:

- Respect – Demonstrating respect for clients, staff, and community partners. We will treat each person as we would like to be treated.
- Communication – Communicating effectively with clients, staff, and community partners.
- Growth – Encouraging professional development and individual and team growth.

- Collaboration – Bringing together the interests of all to achieve our common purpose.

CDSB General Information:

Since 1999, the CDSB has been the service delivery agency for several social programs previously administered by the Province of Ontario. The CDSB is a corporation established by the Province of Ontario under the District Social Services Administration Boards Act. The CDSB serves the residents of the Cochrane District, an area of approximately 141,269 square kilometres with a population of just over 77,963.

The CDSB is governed by a Board of Directors comprising fourteen (14) members, who are appointed by their respective municipalities or elected in the unincorporated areas. The Board provides leadership and oversight for all corporate activities of the CDSB.

The members of the Cochrane District Services Board include 13 cities/towns/municipalities (Black River – Matheson, Cochrane, Fauquier-Strickland, Hearst, Iroquois Falls, Kapuskasing, Mattice – Val Cote, Moonbeam, Moosonee, Opasatika, Smooth Rock Falls, Timmins, Val Rita – Harty) and 6 unincorporated areas within the geographic district of Cochrane.

The CDSB is responsible for planning, designing, managing, delivering, and funding the delivery of:

- Early Learning and Child Care Programming is funded and regulated by the Ministry of Education through the Child Care and Early Years Act.
- Land Ambulance Services are funded and regulated by the Ministry of Health and Long-Term Care through the Ambulance Act.
- Social Housing, Affordable Housing, and Homelessness Prevention initiatives as funded and regulated by the Ministry of Housing through the Housing Services Act.
- Ontario Works Benefits as funded and regulated by the Ministry of Community and Social Services through the Ontario Works Act.
- Employment Ontario services are funded and regulated by the Ministry of Labour, Immigration, Training, and Skills Development.
- Other social service initiatives as required from various Provincial and Federal Government Ministries.

CDSB also collaborates with multiple partners to develop a responsive, flexible, and integrated system of efficient, prevention-oriented human services, supports and solutions across the district.

CDSB is the sole shareholder of the Cochrane District Local Housing Corporation (CDLHC), an entity tasked with developing housing solutions in the district. CDLHC reporting is fully consolidated with CDSB reporting.

As a public service agency, it receives most of its funding from various divisions of the Provincial and Federal Governments. Additional funding is provided by local taxpayers through the Municipal Levy calculation, based on an approved apportionment method. It is payable by each member city, town, or municipality to the CDSB. Revenue is also received from tenant rents in Social Housing and from parent fees in Child Care.

Generally, the public and legislators have high expectations that organizations acting on behalf of the public and using public funds will conduct business properly and prudently, disbursing public funds wisely and with integrity.

Scope of Work and Requirements

Project Background

CDSB is seeking proposals from experienced and qualified licensed brokerages with a designated lead agent to provide realty and listing services, on an as-needed basis, for the evaluation and sale of lands within the District of Cochrane.

The successful proponent will be responsible for assisting CDSB with various real estate transactions and providing market analysis and guidance on real estate matters to achieve the highest possible net value for CDSB.

The expected volume of real estate transactions, including sales, acquisitions, and leasing assignments, is anticipated to be fewer than ten (10) assignments annually; however, CDSB makes no guarantee regarding the quantity, type, timing, or value of assignments during the term of the agreement.

Scope of Work

The successfully awarded proponent will be required to provide the following services, on an as-needed basis:

- I. Provide consultation on real estate matters.
- II. Investigate properties for sale and communicate opportunities to CDSB.
- III. Conduct comparable property searches, perform market analysis, and provide the CDSB with current market values and recommended sales prices of externally-owned or CDSB-owned properties.
- IV. Develop sales strategies/purchase strategies and implement the sales/purchase process in coordination with the CDSB.
- V. Coordinate showings of CDSB-owned properties for sale with potential buyers/showings of externally-owned potential purchases with CDSB staff.
- VI. Analyze offers from/to potential buyers/sellers and advise the CDSB with respect to negotiations.
- VII. Coordinate real estate transaction closings.
- VIII. Handle other customary activities and services associated with real estate transactions.
- IX. Provide leasing advisory and brokerage services for externally-owned lands and spaces, including residential, commercial, parking lots, and other leasable real estate assets, as required.
- X. Develop and implement leasing marketing strategies for CDSB-owned commercial spaces and other leasable properties, including preparation of listing information, promotional materials, market outreach, and exposure through appropriate listing channels and professional networks.

Additional requirements

Service Expectation Acknowledgement

- a) Ensure consistent, involved representation that is professional, innovative, creative, provides exceptional service and generates high-quality, ready advice
- b) Identify one designated lead agent who will work with the CDSB team.
- c) Be accessible by being generally available to attend meetings, and have the ability to be reached by telephone, cell phone or e-mail.
- d) Proposed changes in the staff committed to the project must be approved by the CDSB. Approval is contingent on similar qualifications and project experience.

Proponent Proposal Instructions

- a) The CDSB is looking for quality responses that are clearly presented and address the proposed delivery of the requested scope.
- b) The CDSB requires that the Proponent's Proposal be organized into a document as outlined below. Please see Section "**EVALUATION CRITERIA**" below for information on how proposal content will be evaluated.
- c) Proposal Outline Example:
 - a. Cover Page – Proponent information, Contact for the Proposal, Date
 - b. Introduction
 - i. Company profile, Experience
 - ii. Team members (inclusive of their qualifications, licenses, resume - 1 page max per member)
 - c. Methodologies and approach to the presented Deliverables.
 - i. Approach to client relationships
 - ii. Marketing and sales strategies
 - iii. Stakeholder engagement and consultation
 - iv. Municipal land sales experiences/lessons learned.
 - v. Approach to time management/teamwork
 - d. Past Projects
 - i. Customer, length of relationship, risk mitigation, communication strategy, lessons learned
 - e. References for past work performed in the public sector.
 - i. See reference tables below.
 - f. Appendix B: Signed Submission form
 - g. Other: Information as desired.

- d) The total length of the Proposal shall not be more than ten (10) pages, excluding Cover Page, Table of Contents, Appendices and Resumes.

Proponent Response Details (see evaluation methodology below and Appendix D)**a. EXPERIENCE**

- i. I. Describe your real estate experience (minimum five years of previous experience with proven effectiveness).
- ii. Provide examples of cases where the proponent has successfully marketed similar properties.
- iii. Provide specific experience and expertise in marketing and selling the following property types:
 1. Residential
 2. Commercial
- iv. Provide details on experience as a realtor in the current real estate market, including any awards and/or experience working with or on behalf of a local municipality.
- v. Familiarity with the CDSB's real estate market.

b. MARKETING METHODS

- i. I. Describe the methodologies for marketing and selling properties.
 1. Describe your ability to connect with potential buyers
- ii. Describe marketing materials and the strategy for presenting the properties to interested buyers.
- iii. Describe methodologies for marketing available commercial spaces and other leasable properties, identifying prospective tenants, and supporting lease negotiations on behalf of CDSB.
 1. Include information about listing methods, open houses, professional and informal networks to be accessed/utilized, newspaper advertising, and additional media used to attract buyers.
- iv. Describe methods to ensure exposure, designed to meet the CDSB's objective, above and beyond local listing services.

c. FEE SCHEDULE

- i. All fees must be identified and broken down in the submission.
- ii. Provide the following:
 1. State your proposed fee structure for listing/marketing and selling of property (i.e. a percentage of the agreed sale price or flat rate per transaction, including thresholds, or any other method used that would separate the proponent from other vendors, including taxes where applicable).

2. Commission structure for selling and purchasing agents, as well as any other rates for additional services.
3. State other costs, if any, CDSB should anticipate relating to the real estate services to be provided. For example, any taxes on commission rates.
4. State the proposed fee structure for leasing services, including marketing of available spaces, tenant search and screening, lease advisory services, and any commission, flat fee, hourly rate, or other fee payable upon lease execution, renewal, extension, or related leasing transaction.
5. NOTE: Quoted fees shall be valid for the duration of the Services Contract.

d. ADDITIONAL SERVICES

Describe additional relevant/unique services offered through your firm.

If the Proponent wishes to include additional information on any point that is not directly relevant to the specific scope of work described in this RFP, that information should be placed in a separate section entitled “Additional Information” and referenced in the main body of the Proposal.

e. CORPORATE PROFILE, KEY PERSONNEL, AND TEAM COMPOSITION

- I. Proponents should present a brief history of their length in business and core competencies. Including any previous experience with stakeholder engagement and delivery services in Municipal or public sector agencies within Ontario.
- II. Indicate the names of key personnel, any sub-consultants, their role, and availability for this project.
- III. Proponents should ensure that their project team has sufficient expertise and capacity to provide advice on all aspects of the desired services. Including any certifications held by the company or key staff who will be part of the delivery service team.
- IV. Proponents are requested to present how they will address their resource allocation.
- V. Proponents must propose a resource (the Designated Principal) that is available to respond to escalation of issues that have not been satisfactorily resolved through normal, day-to-day processes. That resource should have sufficient management authority to bring issues to a final close.
- VI. Proponents shall disclose any actual or potential conflicts of interest and existing business relationships they may have with the County, their elected or appointed officials or employees.

VII. REFERENCES

- VIII. Provide up to three recent client references where your company has provided relevant work. Preference will be given to Proponents having completed work with similar organizations.
- IX. Proponents consent that CDSB may contact the companies below to verify references. References will be confidential and will not be reviewed or discussed with Proponents.

Please note that the Reference Table is provided as Appendix E.

MATERIAL DISCLOSURES

The successfully awarded proponent's project performance will be subject to evaluation. See **Appendix D – Supplier Evaluation Scorecard** for additional information.

MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Proponents should refer to the instructions attached to the solicitation for **Appendix B – Submission Form** requirements and provide all required information in accordance with the bidding system instructions.

2. Pricing

Each proposal must include pricing information that complies with the instructions set out below in Section G of Appendix B.

MANDATORY TECHNICAL REQUIREMENTS

1. Project Team

The project team must have the required certification and credentials for the services. Proponents must be Licensed Realtors™ in the Province of Ontario.

2. Documentation

All relevant RFP documents must be submitted, including a **completed Appendix C – Health and Safety Questionnaire**, which must accompany the proposal package. Please note that any additional health and safety information identified on that form, including but not limited to health and safety policy, hazard assessment documents, drug and alcohol policies, etc., will be required from the successfully awarded proponent.

PRE-CONDITIONS OF AWARD**a. Insurance**

Without in any way limiting the liability of the successfully awarded Proponent, the successfully awarded Proponent shall obtain, at its own cost, and maintain in force during the term the following insurance, all satisfactory to CDSB, acting reasonably:

- a) standard automobile, bodily injury and property damage insurance providing coverage of at least **TWO MILLION (\$2,000,000.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property.
- b) a comprehensive general liability insurance policy providing coverage of at least **FIVE MILLION (\$5,000,000.00) DOLLARS** inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - 1) non-owned automobiles.
 - 2) sudden and accidental
 - 3) independent subcontractors.
 - 4) Pollution Liability.
 - 5) contractual liability, including the ensuing Agreement.
 - 6) broad form property damage endorsement; and
 - 7) Products and completed operations coverage.
- c) Errors and omissions coverage for professional services liability with limits of not less than **TWO MILLION (\$2,000,000.00) DOLLARS** per occurrence.
- d) **IF APPLICABLE:** Unmanned Aircraft Systems (UAS/Drone) or Remotely Piloted Aircraft System (RPAS) policy inclusive of third-party bodily injury and property damage insurance providing coverage of at least **TWO MILLION (\$2,000,000.00) DOLLARS** inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property. Pilot licensing must be in place and in compliance with all provincial and federal requirements. Proof of pilot licensing may also be requested at the discretion of the CDSB.
- e) Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Ontario; and
- f) such other insurance as the CDSB may from time to time reasonably require.

The successfully awarded Proponent shall ensure that, except for automobile and errors and omissions coverage, all insurance coverage maintained by the successfully awarded Proponent in accordance with this Agreement shall

name CDSB and any other party designated by CDSB as an additional insured, contain a severability of interests or cross liability clause, and shall provide that no such insurance policy may be cancelled without the insurer provided no less than thirty (30) days' written notice of such cancellation to CDSB.

The successfully awarded Proponent shall, upon the request of CDSB, furnish written documentation satisfactory to CDSB, evidencing the required insurance coverage. The cost of all of the insurance required to be held by the successfully awarded Proponent as set forth herein shall be borne by the successfully awarded Proponent.

b. Health and Safety Information

Only the Proponent who is successfully awarded will be asked to provide the relevant backup documentation and information requested in the health and safety questionnaire before award.

EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the RFP's rated criteria. Proponents who do not meet a minimum threshold score for a category may not proceed to the next stage of the evaluation process.

Proponents who are unable to meet the mandatory requirements for these services will be disqualified from proceeding in the evaluation process. Proponents unable to meet a minimum threshold may be disqualified from further consideration.

Non-Price Rated Criteria Category	Weighting (Points)	Minimum Threshold
1. Overview, Scope of Work, and Project Understanding	30	21
2. Project Team, Experience, and References	25	18
3. Resource Allocation	10	7
4. Additional Services	5	3
Pricing (Section G below)	30	N/A
Total Points	100	N/A

*CDSB reserves the right to adjust the minimum threshold weighting, section by section as required, if no proposals meet the minimum threshold score.

1. Overview and Scope of Work (30)

Each proponent should provide the following in its proposal:

- A quality response and details that demonstrate understanding of the project scope and requirements;
- Methodologies (marketing and sales strategies) proposed in response to the Deliverables
- Project sheets (3) for similar projects that demonstrate successful completion of work relevant to the CDSB Deliverables;
- Key challenges as proponents understand them and risk mitigation strategies proponents will utilize; and
- Demonstrated ability to complete the Deliverables.

2. Project Team, Experience, and References (25)

Each proponent should provide the following in its proposal:

- Response to key personnel (org chart) corporate experience;
- A description of knowledge, skills, and experience relevant to the Deliverables;
- Resumes of proposed team members;

- d) The roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise; and
- e) Three (3) References that can speak to the proponent's ability to perform the Deliverables.

3. Resource Allocation (10)

Each proponent should provide the following in its proposal:

- a) A description of risk mitigation strategies to deliver the services; and
- b) The allocation of team members to ensure successful completion of the Deliverables.

4. Additional Services (5)

Each proponent should provide the following in its proposal:

- a) Additional information and feedback on approaches and services that could be of benefit to the CDSB.
- b) Describe additional relevant/unique services offered through your firm.

PRICE EVALUATION METHOD

Pricing is worth **30** points of the total score.

Pricing will be scored using a relative pricing formula based on the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

Instructions on How to Provide Pricing

- a) Proponents are to submit their pricing information electronically within the bidding system.
- b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive. They must include all labour and material costs, all travel and carriage costs, inspection charges, and all other overheads, including any fees or other charges.
- d)

Required Pricing Information

The proponent's pricing, as specified below, is inclusive of all expenses incurred by the proponent in the performance of the Services. As such, the CDSB will not be obliged to pay any expenses incurred by the successful proponent in performing the Services.

Description	Total Fees
Example:	
Commission Fees on Sale of Property	% _____
Commission Fees on Purchase of Property	% _____

Note: The above is an example only and not reflective of any existing property for sale, and the total fees provided are to be used for Evaluation purposes only.

In addition to completing the Pricing example outlined above, proponents shall provide a full Schedule of Fee Structures for all items within the scope of work, as a separate section in their proposal. Any fees not identified in the proposal will be the responsibility of the Proponent awarded.

The Schedule of Fee Structures must also identify all proposed fees related to leasing services, including but not limited to marketing available commercial spaces or other leasable properties, leasing advisory services, lease negotiation support, and any commission or fee triggered by lease execution, renewal, extension, or other leasing-related transaction.	<u>Hourly Rate</u>
<u>Hourly Services</u>	
Additional Hourly Services (if required)	\$ _____

The CDSB reserves the right to request additional hourly services from the Proponent successfully awarded in the event of a future requirement. The hourly rate pricing for the above will not be used in the Evaluation under this RFP.

APPENDIX A DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

Definitions

Throughout this Request for Proposal, the following definitions apply:

- a) “Addenda” or “addendum” means all additional information regarding this RFP, including amendments to the RFP
- b) “Contract” means the written agreement resulting from this Request for Proposal executed by the CDSB and the Proponent;
- c) “The CDSB” means the Cochrane District Services Board;
- d) “Must” or “mandatory” means a requirement that must be met for a proposal to receive consideration;
- e) “Proponent” means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;
- f) “Request for Proposal” or “RFP” means the process described in this document; and
- g) “Should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for Proposal.

Terms and Conditions

The following terms and conditions will apply to this RFP. Submission of a proposal in response to this RFP indicates acceptance of all terms that follow and that are included in any addenda issued by the CDSB. Provisions in proposals that contradict any of the terms of this RFP will be deemed not written and will not exist.

1. Late Proposals

Proposals will be marked with the time of receipt at the closing location. Only complete proposals received and marked before the closing time will be considered received on time. Late proposals will not be accepted and will be returned to the Proponent. In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail.

2. Eligibility

- 3. For greater certainty, proponents shall disclose any actual, perceived, or potential conflicts of interest involving CDSB Board Members, officers, employees, contractors, or affiliated entities.

4. Addendum

Should any addenda be necessary, the information will be posted on the Bids & Tenders website.

5. Subcontractors

A Proponent may not present a proposal that includes the use of subcontractors.

6. Evaluation

Evaluation of proposals will be by a committee formed by the CDSB and may include employees and Board Members of the CDSB. The same standards of confidentiality will bind all personnel. The CDSB intends to enter into a Contract with the Proponent who has the highest overall ranking based upon such an evaluation.

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the CDSB may, at its sole discretion, at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

8. Changes to / Withdrawals of Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing, and no words or comments will be added to the proposal unless requested by the CDSB for clarification. An amendment should be signed by the same individual who signed the original submission or by an authorized signatory. The amendment notice should include the change(s) only and should not be a full resubmission.

9. Proponents' Expenses

Proponents are solely responsible for their own expenses incurred in preparing a proposal and for any subsequent negotiations with the CDSB. If the CDSB elects to reject all proposals, the CDSB will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

10. Limitation of Damages

Further to the preceding paragraph, by submitting a proposal, the Proponent agrees that it will not claim damages for whatever reason relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal.

Furthermore, by submitting a proposal, the Proponent waives any claim for loss of profits if no Contract is made with the Proponent.

11. Proposal Validity

Proposals will be open for acceptance for 90 days after the closing date.

12. Firm Pricing

Prices will be firm for the entire Contract period unless this RFP specifically states otherwise.

13. Currency and Taxes

Currency shall be quoted in Canadian dollars.

All pricing shall be quoted separately from any taxes.

14. Acceptance of Proposals

This RFP should not be construed as an agreement to complete any transaction. The CDSB is not bound to enter into a Contract with the Proponent who submits the lowest pricing proposal, or with any Proponent. Proposals will be assessed against the evaluation criteria. The CDSB will be under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of a proposal nor execution of a Contract will constitute approval by the CDSB of any activity contemplated in any proposal that requires any approval, permit, or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

15. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the services. No Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

16. Contract

By submitting a proposal, the Proponent agrees that, should its proposal be successful, the Proponent will enter into a Contract with the CDSB on the terms set out in the proposal.

17. Contract Negotiation and Award

Following the Evaluation Committee's evaluation and recommendation, the CDSB may select one Proponent to enter into negotiations for a Contract.

If negotiations with any Proponent are not successful within such time period as the CDSB may require, the CDSB may at any time after the expiry of such time period discontinue further negotiation with that Proponent by written notice to the Proponent. The CDSB may at any time thereafter commence negotiations with another Proponent to finalize a Contract in accordance with the foregoing process.

The foregoing process may be undertaken and/or repeated until either a Contract or Contracts are awarded by the CDSB, or until the CDSB terminates negotiations.

CDSB reserves the right to negotiate additional services of a similar functional or technological nature from the successful Proponent without further competitive procurements.

18. Insurance

Without restricting the generality of Indemnification, the successful Proponent is required to maintain, at its own expense, the following insurance coverage for the entire term of the Contract. The Proponent shall provide the CDSB with proof of insurance in the form of a certificate of insurance before the commencement of any work being performed.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, nor cancelled by the Proponent, until 90 days after written notice by registered mail of such change or cancellation has been delivered to CDSB.

There are to be no lapses in insurance coverage at any time during the contract. Failure by the Proponent to keep its Certificate of Insurance current will result in termination of the contract.

- a) standard automobile, bodily injury and property damage insurance providing coverage of at least TWO MILLION (\$2,000,000.00) DOLLARS inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property.
- b) a comprehensive general liability insurance policy providing coverage of at least FIVE MILLION (\$5,000,000.00) DOLLARS inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - 1) non-owned automobiles.
 - 2) sudden and accidental
 - 3) independent subcontractors.
 - 4) Pollution Liability.
 - 5) contractual liability, including the ensuing Agreement.
 - 6) broad form property damage endorsement; and
 - 7) Products and completed operations coverage.
- c) Errors and omissions coverage for professional services liability with limits of not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence or as such higher limit as CDSB may determine to be appropriate for future operations.

d) IF APPLICABLE: Unmanned Aircraft Systems (UAS/Drone) or Remotely Piloted Aircraft System (RPAS) policy inclusive of third-party bodily injury and property damage insurance providing coverage of at least TWO MILLION (\$2,000,000.00) DOLLARS inclusive and in respect of any one claim for the injury to or death of one or more persons or damage to or destruction of property. Pilot licensing must be in place and in compliance with all provincial and federal requirements. Proof of pilot licensing may also be requested at the discretion of the CDSB.

e) Workers' Compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Ontario; and

f) such other insurance as the CDSB may from time to time reasonably require.

The deductible shall not exceed \$100,000 per claim, and if the policy has an aggregate limit, the aggregate limit shall be double the required per-claim limit.

19. Liability for Errors

While the CDSB has used considerable efforts to ensure information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the CDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

20. Modification of Terms

The CDSB reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time before entering into a Contract with the successful Proponent.

21. Ownership of Proposals

Proposals submitted to the CDSB become the property of the CDSB. They will be received and held in confidence by the CDSB.

22. Use of RFP

Any portion of this document or any information supplied by the CDSB in relation to this RFP may not be used or disclosed for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submitting a proposal, the Proponent agrees to hold in confidence all information supplied by the CDSB in relation to this RFP.

23. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the CDSB, including the evaluation committee and any officials of the CDSB, or with members of the public or the media, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the CDSB.

24. No Collusion

Each Proponent, by submitting a proposal, represents and warrants that its Proposal has been prepared without collusion with any other Proponent, and in particular, the elements of its Proposal have been arrived at independently of and without discussion with any other Proponent. The Proponents will refrain from any such collusion or discussion throughout this RFP process.

25. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves with, and ensuring compliance with, the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any sub-contractors. If this RFP requires Proponents to provide the CDSB with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each such employee before forwarding such personal information to the CDSB.

APPENDIX B– SUBMISSION FORM

Proponents should refer to the instructions attached to the solicitation for Appendix B – Submission Form requirements and provide all required information in accordance with the bidding system instructions.

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Offer

The proponent has carefully examined the RFP documents and has a clear, comprehensive understanding of the Deliverables required. By submitting a proposal, the proponent agrees and consents to the terms, conditions, and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP. The proponent confirms that it has factored in all provisions of Appendix A, including insurance and indemnity requirements, in its pricing assumptions and calculations.

4. Addenda

The proponent is deemed to have read and accepted all addenda issued by the CDSB before the Deadline for Issuing Addenda.

5. Communication with Competitors

For this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, that could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- a) It has prepared its proposal independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
 - i) prices
methods, factors, or formulas used to calculate prices;
 - ii) the quality, quantity, specifications, or delivery particulars of the Deliverables;
 - iii) the intention or decision to submit, or not to submit, a proposal; or
 - iv) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- v) It has not disclosed details of its proposal to any competitor, and it will not disclose details of its proposal to any competitor before the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; AND (b) were employees of the CDSB Board Members, employees or representatives within twelve (12) months before the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the CDSB's confidential disclosure of this proposal to the advisers retained to advise or assist with the RFP process, including for the evaluation of this proposal.

9. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for the Irrevocability Period specified in the RFP, running from the moment the Submission Deadline has passed.

10. Execution of Agreement

The proponent agrees that, in the event its proposal is selected by the CDSB, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP, in accordance with the terms of this RFP.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – HEALTH & SAFETY QUESTIONNAIRE

General Information			
Company Full Name:			
Billing Address:			
Contact Name & Email:			
Phone Number(s):			
Insurance – Commercial Liability & WCB			
1	Provide documents demonstrating your coverage for damages and incidents to your organization.	Yes	No
	General Liability, Automotive, Umbrella Policies, etc		
2	Provide a copy of your company's "WCB Clearance letter" dated within 10 working days of this submission (successful proponent only).		
Health and Safety Management			
	Please answer each question and provide the required	Yes	No
1	Does your company have Partnerships COR or SECOR?		
	If YES, please provide a copy of the certificate.		
2	Does your company have a "Corporate Health & Safety Policy"?		
	If YES, please provide a copy.		
3	Does your company have defined written responsibilities for Manager, Supervisor & Workers?		
	If YES, please provide a copy.		
4	Provide a copy of your "hazard identification, assessment and control procedures".		
5	Provide a copy of your "hazard assessment" for the work you will be performing for the CDSB (per ON OH&S Code, Section7).		
6	Provide a copy of your 'onsite inspection procedures'.		
7	Provide a copy of your "incident & near miss reporting & investigation procedures".		
8	Does your company have an "Alcohol & Drug Policy"?		
	If YES, please provide a copy.		
9	Does your company have a "Discipline Policy"?		
	If YES, please provide a copy.		
10	Does your company operate a commercially regulated vehicle (NSC)?		
	If YES, please provide a copy of the "Carrier Profile" dated within 10 working days of this submission.		
11	Provide a list of names and qualifications of all Supervisors who will be overseeing work performed in the District of Cochrane.		
12	Has your company received an OH&S "Stop Work Order", "Compliance Order" or Stop Use Order" in the past five (5) years?		
	If YES, please describe the nature and resolution.		

APPENDIX D – SUPPLIER EVALUATION SCORECARD

Supplier Evaluation Scorecard

The project awarded through this RFP process will be evaluated using the following Supplier Evaluation Scorecard. Suppliers are required to maintain a minimum 3-point average score while participating in a supplier agreement to be considered for future opportunities with the CDSB.

Scorecards will be used to evaluate work performed on this project. The scorecard provided below may be changed throughout the term of the resulting agreement. Any changes will be communicated to the supplier before their implementation. Any areas on the scorecard not applicable to the engagement will receive an “N/A” and will not be evaluated.

Suppliers falling below a score of 3 may be placed on a 3-month probationary period during which they will be unable to participate in additional projects with the CDSB. If a Supplier receives a second scorecard evaluation with an average score below 3, they may be placed on a second probationary period or have their agreement terminated by the CDSB. Failure to maintain an overall average score of 3 or greater may result in disqualification from future projects.

Sample score key and scorecard

SCORE KEY	
5	Very Good: Exceeds expectations
4	Good: Meets expectations
3	Standard: Meets most expectations
2	Adequate: Meets some expectations
1	Unsatisfactory: Misses most expectations

SUPPLIER SCORECARD

Criteria	Performance Expectation	Score	Corrective Action	Additional Info
Administration Weight 5	Required documentation/reports submitted.			
	Invoices submitted on time			
	Invoice accuracy			
	Administration Average Score			
Scope Weight 25	Deliverable completed to quality standards.			
	Adhered to the specifications of the contract			
	Demonstrated flexibility			
	Provided innovative input			
	Substantiated change orders			
	Corrections are made quickly when necessary.			
	Problem areas recognized and corrected.			
	Scope Average Score			
Staff Weight 10	Adequate staff present			
	Staff is professional and competent.			
	Qualified and Certified staff were on site as required for the scope.			
	Staff Total Score			
Communication s Weight 10	Communicated effectively and openly			
	Positive and professional character and Conduct			
	Communication Total Score			
Schedule Weight 10	Work efficiently planned			
	Provides required schedules and plans			
	Milestones met			
	Schedule Total Score			
Health & Safety Weight 25	OHS compliant			
	Complied with all laws and legal Requirements			
	Complied with all bylaws			

	Health and Safety Total Score			
Pricing Weight 15	Project completed on Budget.			
	Change orders, if necessary, are competitively priced and on budget.			
	Equipment estimations within the market range			
	Personnel rates within the market range			
	Pricing Total Score			
Overall Average Scores / 7				

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Appendix E - References**Reference 1**

Client/Company Name	
Contact Name	
Contact Phone Number	
Email	
Description of Services Provided	
Lessons Learned	
On-Time and On budget (y/n: comment)	

Reference 2

Client/Company Name	
Contact Name	
Contact Phone Number	
Email	
Description of Services Provided	
Lessons Learned	
On-Time and On budget (y/n: comment)	

Reference 3

Client/Company Name	
Contact Name	
Contact Phone Number	
Email	
Description of Services Provided	
Lessons Learned	
On-Time and On budget (y/n: comment)	

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