

Request for Tender
RFT # 2019-SH80/89/33/52-211
AA Wright - classroom renovation, mechanical & electrical upgrades,
new boilers, paving at bus lane

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1.1 Background

The Lambton Kent District School Board, in partnership with the community, provides learning opportunities which support, challenge, and inspire all students to achieve their full potential and enable them to participate meaningfully in their communities. We have over 21,000 students in 63 elementary and secondary schools within Lambton County and The Municipality of Chatham-Kent.

1.2 No Guarantee of Volume of Work or Exclusivity of Agreement

Nothing in this RFT constitutes an offer of any kind whatsoever to any Proponent. LKDSB is not obliged to accept the lowest priced Tender, negotiate with the Proponent offering the lowest priced Tender, accept any Tender whatsoever or negotiate with any Proponent whatsoever. Accordingly, LKDSB may reject all Tender, cancel this RFT or accept or negotiate any Tender in whole or in part at LKDSB's sole discretion.

The Board has the right to award the work based on Base Bid or Base Bid plus whatever combination of Separate and Alternate Prices are intended to proceed in their best interests at their sole discretion.

The Agreement executed with the Proponent will not be an exclusive Agreement for the provision of the Deliverables. The Purchaser may contract with others for the same or similar Deliverables to those described in this RFT.

Any costs incurred in the preparation and submission of a Bid Form are solely the responsibility of the Bidder.

1.3 Rules of Interpretation

This RFT shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender.
- Words in the RFT shall bear their natural meaning.
- References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation".
- In construing the RFT, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- Unless otherwise indicated, time periods will be strictly applied.
- The following terminology applies in the RFT:

- Whenever the terms “must” or “shall” are used in relation to the Purchaser or the Proponents, such terms shall be construed and interpreted as synonymous and shall be construed to read “the Purchaser shall” or the “Proponent shall”, as the case may be.
- The term “should” relates to a requirement that the Purchaser would like the Proponent to address in its Tender.
- The term “will” describes a procedure that is intended to be followed.

1.4 Definitions

The following definitions apply:

“Agreement” means the final document including, but not limited to, the terms and conditions of this document, plans, specifications inclusive of Amended General Conditions and CCDC Contract.

“Applicable Law” and **“Applicable Laws”** means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.

“Business Day” or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m., except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing.

“Bidding System” is the Boards online web-based solution for issuing solicitations and/or receiving online bid submissions and posting bid results.

“Bid Documents” means the prescribed bid form, drawings, instructions, specifications, time lines, charts, price breakdowns, etc.

“Bid Submission” means all of the documentation and information submitted by a Proponent in response to this request.

“CETA” means CETA regulates trade between Canada and the European Union (EU) in order to ensure that all suppliers have equal access to public-sector procurement

“CFTA” means CFTA regulated trade between provinces in order to ensure that all Canadian suppliers have equal access to public-sector procurement

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement.

“Contract” means the final document including, but not limited to, the terms and conditions of this document, plans, specifications inclusive of Amended General Conditions and CCDC Contract.

“Contract Price” means stipulated bid (base bid) price

“Contractor” or **“Contractors”** means an entity that submits a Tender in response to this RFT and, as the context may suggest, refers to a potential Contractor.

"Days" means calendar days.

"Deliverables" means all services and work to be provided or performed by the Proponent, under the Agreement, and includes everything that is necessary to be supplied, done or delivered by the Proponent;

"Electronic Bidding (Facsimile, Email or Internet)" means a method of issuing Solicitations and/or receiving written Bids where the process of issuing and/or receiving Bids by facsimile, email or internet is considered appropriate.

"Eligible Tender" means a Tender that meets or exceeds a prescribed requirement, allowing it to proceed to the next phase.

"Evaluation Team" means the individuals who have been selected by the Purchaser to evaluate the Tenders.

"Owner" means the person designated from time to time by LKDSB to exercise such power, authority or discretion as is required of such person under the Contract

"Owner (CCDC definition)"

The Owner is the person or entity identified as such in the Agreement. The term Owner means the Owner or the Owner's authorized agent or representative as designated to the Contractor in writing, but does not include the Consultant.

"Preferred Proponent" means the Proponent(s) that the Purchaser has identified as the highest-ranked Proponent(s) in accordance with the evaluation process.

"Proponent" or **"Proponents"** means an entity that submits a Tender in response to this RFT and, as the context may suggest, refers to a potential Proponent.

"Tender" or **"Tenders"** means all of the documentation and information submitted by a Proponent in response to the RFT.

"Tender Submission Deadline" means the Tender submission date and time as set out in the RFT and /or Notice of Project and may be amended from time to time in accordance with the terms of this RFT.

"Purchaser" means the entity whose name appears on the cover page of the RFT, and which is the purchasing authority pursuant to this RFT.

"Request for Tenders" or **"RFT"** means this Request for Tenders issued by the Purchaser for the purchase of the Services, and all addenda thereto.

"RFT Coordinator" means the individual identified in this RFT .

"Services" means the services intended to be procured pursuant to this RFT and in accordance with the Agreement.

"Unfair Advantage" means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Tender that is confidential to the Purchaser and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFT process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFT process and result in any unfairness.

PART 2 - THE DELIVERABLES

2.0 Proponent Prequalification

Contractors performing work on Board property must be prequalified. All employees of the contractor on Board property must be prequalified to perform work including Safety, Training and Photo ID. which can be found at <http://www.lkdsb.net/Board-Info/tenders.htm>.

2.1 Permits, Licenses, Approvals and Warranty

Proponents shall obtain all permits, licences, and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Proponent.

All installations must be conducted by qualified licensed tradespeople under the Ontario Trades Qualification and Apprenticeship Act and trade associations that may be specified.

Where a Proponent is required by Applicable Laws to hold or obtain any such permit, licence, and approval to carry on an activity contemplated in its Tender or in the Agreement, neither acceptance of the Tender nor execution of the Agreement by the Purchaser shall be considered an approval by the Purchaser for the Proponent to carry on such activity without the requisite permit, licence, or approval.

If Deliverables become defective or fail due to defect in design, material or workmanship or, otherwise fails to meet the requirements of the Contract, then the Contractor, upon receipt of notification from the Engineer/Consultant/Owner, will make good every such defect or failure within the period of time specified below without cost to LKDSB. Any part of the Deliverables made good under this section will be subject to all the provisions hereof for a period of one year from the date when the same has been made good as aforesaid.

Warranty Periods:

- Deliverables shall be one (1) year from
- Mechanical and Electrical shall be two (2) years from
- Building Automation Controls shall be three (3) years from

2.2 Safe School Procedure

All contractor/proponent staff are required to report to the main office of every school during regular school hours and notify the school office staff of the purpose of the visit. The Vendor is required to adhere to all school specific procedures if applicable. It is the responsibility of all vendor staff to sign in and sign out of the Log Book which exists in all elementary and secondary office areas, while performing their duties.

2.3 Health and Safety

The Occupational Health and Safety Act describes the responsibilities of an employer. The Board requires Successful Proponents maintain procedures, training, and enforcement so that the responsibilities are carried out in the workplace. The Successful Proponent shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act. All workers employed or hired by the Successful Proponent and working on Board premises MUST be trained in WHMIS in accordance with Occupational Health and Safety Act and Regulations. They MUST adhere to all of the Board's Health and Safety Procedures and Guidelines and to Municipal By-Laws.

Successful Proponents will submit proof of their health and safety program, procedures and training as detailed above upon request by the Board.

The Successful Proponent shall conform to the Ontario "Occupational Health and Safety Act" and all regulations made under said act and assume full responsibility for contraventions of same.

The Successful Proponent and the workers must comply with Regulation 851 under the Ontario Occupational Health & Safety Act.

All work performed on site MUST be in compliance with the Board's Contractor Safety Program and all workers performing such work MUST be trained in this program.

Any electrical Goods being proposed for consideration pursuant to this RFT must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited with the Standards Council of Canada Act (Canada), and shall bear the certification organization's mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical Goods at the Purchaser's facilities. Prior to entering into the Agreement, the Proponent shall have provided satisfactory evidence of such certification, as applicable.

All equipment requiring approval (CSA, ULC, etc) MUST be completely assembled and MUST bear label showing approval of assembly prior to delivery. The Board will not accept any equipment that has not been approved. If not so approved, the Board reserves the right to remove the equipment from any Board property at the expense of the Successful Proponent.

Every person who supplies any machine, device, tool, equipment or service to the Board MUST ensure that the machine, device, tool, equipment, or service complies with the Occupational Health and Safety Act and Regulations for Industrial Establishments.

All workplace injuries or accidents on Board property MUST be reported by the Successful Proponent to the Board's representative within 24 hours.

Any workplace injury that is defined under the Occupational Health and Safety Act as a "Critical Injury" shall be reported to the Board's representative IMMEDIATELY.

2.4 Payment Terms

If the invoices are accurate and the Successful Proponent has been providing a level of service that meets or exceeds the expectations of the Board's representative; they will be paid under the terms outlined in the CCDC Contract.

If the services provided by the Successful Proponent fall short of the expectations of the Board's representative and/or fail to meet the terms outlined in the request for Tender, invoices will be short paid or withheld until such time as the Successful Proponent rectifies the situation. If the Successful Proponent's service continues to be lacking, this will lead to disciplinary action, up to and including cancellation of your purchase order / CCDC Contract and removal of your company from the Proponent's list.

The Board will assume no responsibility for payment for any services over and above those specified above unless approved in writing by the Consultant and/or Board's Authorized Representative(s).

2.5 Accessibility for Ontarians with Disabilities Act

The Purchaser is committed to the highest possible standards for accessibility. Proponent(s) must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the Purchaser has established policies, practices and procedures governing the provision of its services to persons with disabilities.

Proponents are required to comply with the Purchaser's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Proponent.

2.6 Workplace Hazardous Materials Information System

The Proponent should provide Workplace Hazardous Materials Information System (WHMIS) material safety data sheets (MSDS) for all Services. Additionally, the Proponent should provide the Purchaser's personnel WHMIS training, as it relates to the Services, in accordance with the *Ontario Occupational Health and Safety Act*.

2.7 Environmental Issues

The Proponent shall provide environmentally friendly Services and related goods, which may include but not be limited to:

- Re-usability of any goods supplied or used in providing the Services
- Any initiative taken by the Proponent to minimize the amount and weight of packaging used for any goods and/or services supplied or used
- The ability of the Proponent to recycle any packaging and Goods supplied or used. Goods that are recyclable include paper, cardboard, glass bottles, metal cans, #1 plastic (polyethylene terephthalate), #2 plastic (high-density polyethylene), #4 plastic (low-density polyethylene) and #5 plastic (polypropylene).
- An opportunity for the Purchaser to return part of all of the Goods and packaging used in shipping or use during the delivery of service at no charge to the Purchaser.
- Certified Goods under Canada's Environmental Choice Program, Energy Star Program, or any other eco-labelling program.
- ISO 14001 certification as may be specified.

2.8 Application of Purchaser's Rules and Procedures and Criminal Background Checks

All policies and procedures applicable to the employees of the Purchaser regarding their conduct in connection with the business and affairs of the Purchaser shall, insofar as the same shall be required by the Purchaser, be applicable to the Proponent and the Proponent's Personnel while on the Purchaser's premises. It is the responsibility of the Proponent's Personnel to familiarize themselves with all such policies and procedures, which the Purchaser shall provide to the Proponent prior to, or at the time of execution of the Agreement.

In the event that any of the Proponent's Personnel fails or refuses to abide by such policies and procedures, such Personnel shall be removed by the Proponent from performing any services

for the Purchaser. In the event of such removal, no liability of any kind or nature whatsoever shall attach to the Purchaser. The Purchaser may also disallow admittance to any of the Proponent's Personnel to the Purchaser's premises where such Personnel fails or refuses to abide by the applicable policies and procedures.

The Proponent shall comply with any purchasing policies of the Purchaser, including without limitation, policies relating to accessibility standards, which may apply to the provision of Services pursuant to this Agreement.

If requested by the Purchaser, the Proponent shall, based on the Purchaser's internal hiring policies, provide a criminal background or security check of the Proponent's Personnel, in which case the following provisions will apply.

The Proponent covenants and agrees that it will not engage any Personnel who may come into direct contact with students on a regular basis, or who may have access to student information to supply the Services hereunder, where such Personnel has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well being of the students of the Purchaser. For the purposes of this Agreement, the Purchaser shall determine in its sole and unfettered discretion whether an employee of the Proponent may come into direct contact with students on a regular basis, or who may have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Proponent covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges, and occurrences under the Criminal Code, the Narcotics Control Act, and any other convictions, charges, and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the RCMP at the Canadian Police Information Centre ("Criminal Background Check"), together with an Offence Declaration in a Purchaser-approved form for every Personnel of the Proponent who may come into direct contact with students on a regular basis, or who may have access to student information prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations.

The Proponent agrees to indemnify and save harmless the Purchaser from all claims, liabilities, expenses, and penalties to which it may be subjected on account of: the Proponent engaging an employee in contravention of this section; or the Proponent's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this Agreement. In addition to and notwithstanding anything else herein contained, if the Proponent: engages a Personnel in contravention of this section, or fails to retain a Criminal Background Check and an Offence Declaration for Personnel of the Proponent who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the Purchaser will have the right to immediately terminate this Agreement without prejudice to any other rights which it may have in this Agreement, in law or in equity.

The Purchaser shall be entitled, on forty-eight (48) hours' prior written notice to attend at the head office of the Proponent for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Purchaser may attend to such reviews at least twice per annum during the Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Purchaser in the circumstances and in its sole and unfettered discretion, then the Purchaser will have the right to request that the Proponent prohibit the Personnel of the Proponent from supplying the Services to the

Purchaser hereunder. Upon such request, the Proponent will forthwith effect such removal, without prejudice to any other rights which the Purchaser may have in this Agreement, in law or in equity.

2.9 Canada's Anti-spam Legislation

Please note that vendors are required to comply with all applicable laws, including CASL, in providing goods or services to LKDSB. This also extends to communications sent on the Boards behalf. The successful proponent(s) will be required to indemnify the Board for any failure by the successful proponent(s) to comply with CASL, to the extent that the successful proponent(s) action, or inaction, could expose the Board to liability.

2.10 Subcontractors and Prequalified Subcontractors

If a proponent intends to subcontract with others to submit a quotation, the names of firms or individuals must be stated and the division of work between them described in detail. Only one entity in such a joint arrangement shall be the Prime Contractor and that entity shall negotiate and execute any contract and take full responsibility for the project.

A proponent shall be held as fully responsible to the Lambton Kent District School Board for the acts and omissions of its subcontractors and of persons directly employed by the proponent.

A successful proponent will not, without written consent of the Lambton Kent District School board, make any assignment of any sub-contract for the execution of any service or product hereby quoted on.

Prequalified Subcontractors

Only prequalified roofing contractors are permitted to work on LKDSB properties and are listed as follows:

H N Roofing & Sheet Metal Limited

Imperial Roofing (Sarnia) Ltd.

Bullock & Sons Roofing

Smith-Peat Roofing and Sheet Metal Ltd.

Kingsville Roofing

Summit Roofing

Flynn Canada Ltd.

Locksmith Services

For all locksmith related service, the successful contractor must utilize the contractor that LKDSB currently has an Agreement, Swain Bros, Chatham, ON, 519-352-1031

Asbestos

Only prequalified asbestos and / or mould abatement contractors are permitted to work on LKDSB properties and are listed as follows:

Canadian Industrial Specialties,
P.O. Box 2130, 545 Gladwish Drive,
Sarnia, Ontario.
N7T 7L1

Nel-Tekk Industrial Specialties Inc,
112 Rose Street,
Sarnia, Ontario.
N7T 2P5

Wayne & Harold Smith Construction Ltd.,
55 Birch Street, Box 809,
Seaforth, Ontario.
N0K 1W0

Biggs & Naraciso Construction Services
181 Bently Street, Unit 14,
Markham, Ontario. L3R 3Y1

JoBi Costruction
97 Bessemer Road, Unit 8
London, Ontario
N6E 1P9

Quantum Murray
345 Horner Avenue
Toronto, ON
M8W 1Z6

[End of Part 2]

PART 3 - EVALUATION OF TENDERS

3.1 Evaluation Methodology

The evaluation will be based on price and compliance to terms and conditions.

3.2 BID SECURITY – DIGITAL BONDS

.1 Submit a Digital Bid Bond from a licensed Canadian Surety Company authorized to do business in the Province of Ontario in the amount of: Ten percent (10%) of the Stipulated Price Bid.

.2 The Bid Bond shall specify 10% of the stipulated Price Bid, not a dollar value.

.3 Submit an Agreement to Bond from a licensed Canadian Surety Company authorized to do business in the Province of Ontario.

.4 Submit a Performance Bond - Furnish a Performance Bond as approved by the Canadian Construction Association from a licensed Canadian Surety Company authorized to do business in the Province of Ontario in the amount of Fifty percent (50%) of the contract sum.

.5 Labour and Materials Bond - Furnish a Performance Bond as approved by the Canadian Construction Association from a licensed Canadian Surety Company authorized to do business in the Province of Ontario in the amount of Fifty Percent (50%) of the Total Contract Amount

.6 The contractor shall include the cost of such Bond in the tender price

3.3 Discussions with Preferred Proponent

The Purchaser expects that the Agreement will be executed substantially in the form in which it appears in this RFT.

The Preferred Proponent will have up to seven (7) Days after being notified of the award to sign the Agreement and CCDC contract. Failure to execute the contract the Purchaser shall execute the terms of the Bid Security – Bond.

After identifying the Preferred Proponent, if any, the Purchaser may attempt to finalize the terms and conditions of the Agreement with the Preferred Proponent, or it may, in its sole discretion, prior to making the award, issue a Letter of Intent to issue a purchase order /CCDC Contract to the Preferred Proponent, on terms satisfactory to the Purchaser, as an interim measure.

The Purchaser shall at all times be entitled to exercise its rights under Section 4.6.

For certainty, the Purchaser makes no commitment to the Preferred Proponent that the Agreement will be executed. The Preferred Proponent acknowledges that the commencement of any discussions does not obligate the Purchaser to execute the Agreement.

Right to Negotiation -After the contract has been awarded to the selected bidder(s), the Board reserves the right to negotiate minor changes, amendments or modifications to the awarded items.

3.4 Bid Bond and Agreement to Bond

The Bid Bond and Agreement to Bond shall remain in force for the complete tender acceptance period of ninety (90) calendar days. The Bid Bond shall be forfeited to the owner if the bidder refuses to enter into a formal contract for the performance of the work if so requested by the Owner during this period.

3.5 Insurance

Include with bid submission insurance certificates, naming the Board and the Consultant Firm as insured, of the below-mentioned coverage to protect the Board against claims for property damages and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract. The successful Proponent covenants and agrees to retain on file at its head office insurance certificates for its subcontractors. The Purchaser shall be entitled, on forty-eight (48) hours' prior written notice, to request copies of said certificates.

Provide insurance for Comprehensive General Liability and Property Damage with a limit of not less than \$5,000,000.00 (five million dollars) inclusive prior to commencing work. Arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent(s) does not presently have \$5 million inclusive of Commercial Liability Insurance coverage, the proponents shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$5 million inclusive from the commencement of the contract should the contract be awarded to the proponent(s). The successful proponent(s) further shall provide the Board with proof of insurance for Motor Vehicle Public Liability and Property Insurance on all owned and rented equipment with a limit of not less than \$2,000,000.00 (two million dollars) inclusive prior to commencing work.

This liability policy shall contain the following coverage:

- Personal Injury and Property Damage
- Non-Owned Automobile Liability
- Owners and Contractors Protective Coverage
- Contractual Liability
- Broad Form Property Damage
- Products and Completed Operation Insurance
- Contingent Employees Liability
- Cross Liability Clause and Severability of Interest Clause

The Board reserves the right to request proof of coverage any time throughout the duration of the contract.

The successful proponent(s) agrees to indemnify, hold harmless and defend the Board from and against any and all liability for loss, damage and expense, which the Board may suffer or for which the Board may be held liable by reason or injury (including death) or damage to any property rising out of negligent or willful acts on the part of the successful proponent(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.

3.5.1 Automobile Vehicle Liability Insurance

The successful proponent(s) must be covered by Automobile Liability Insurance through the term of the Contract.

Proponent(s) must show proof upon request, that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million per occurrence for liability arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors.

The successful proponent(s) agrees to indemnify, hold harmless, and defend, the Board from and against any and all liability for loss, damage and expense, which the Board may suffer or for which the Board may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the part of the successful proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile.

[End of Part 3]

PART 4 - TERMS AND CONDITIONS

4.1 General Term and Conditions

All LKDSB policies, procedures and regulations must be adhered to by the successful proponent(s).

The successful proponent(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the LKDSB and each school.

The successful proponent(s) will reimburse the LKDSB for any damages through negligence or willful acts of any of the successful proponent(s)' employees or contracted staff

The successful proponent(s)' employees and contracted staff shall not be considered LKDSB employees and shall not represent themselves as an agent of the LKDSB nor be eligible for any of the benefits provided to LKDSB employees.

The LKDSB reserves the right to demand the removal of any successful proponent's employees or contracted staff engaged in this contract if, in the LKDSB's opinion, their conduct has been of an unacceptable nature.

The successful proponent(s) will be responsible for seeing that regular supervision is maintained over all working personnel including subcontractors. It is the proponent's responsibility to see that all their activities are properly coordinated with the LKDSB's operations and modify assignments as required.

This bid document is being issued pursuant to the LKDSB's Purchasing Policies and Procedures.

4.1.1 Proponents to Follow Instructions

Proponents should structure its Tenders in accordance with the instructions in this RFT and that of Contract Documents issued by the Consultant.

All communications and questions regarding any aspect of this RFT must be directed to the RFT Coordinator through the [online at https://lkdsb.bidsandtenders.ca](https://lkdsb.bidsandtenders.ca)

Proponents that fail to comply with the requirement to direct all communications to the RFT Coordinator shall be disqualified from RFT process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following:

- any employee or agent of the Purchaser (other than the RFT Coordinator);
- any member of the Purchaser's governing body (such as Members of Administration or Members of the Board of Trustees); and
- any elected official of any level of government, including any advisor to any elected official.

4.1.2 Proponent's Costs

Every Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFT process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Tender
- The Proponent's attendance at any meeting in relation to the RFT process, including any oral presentation and/or demonstration
- The conduct of any due diligence on its part, including any information gathering activity
- The preparation of the Proponent's own questions prior to the Tender Submission Deadline
- Any discussion and/or negotiation, if any, in respect of the Agreement

4.3 Tender Submission Requirements

Tenders should be submitted in accordance with the instructions set out in this RFT and as outline in the Construction Documents issued by the Consultant of Project.

Note – all times specified in this RFT are local times in Sarnia, Ontario, Canada.

Purchaser may change the RFT timelines in its sole and absolute discretion at any time prior to the Proposal Submission Deadline.

The Purchaser may amend any timeline, including the Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

4.3 Tender Receipt by Purchaser

To be considered in the RFT process, a Proponent's bid must be received by the bidding system **on or before** the deadline

4.3.2 Withdrawal of Tender

A Proponent may edit or withdraw their Bid Submission prior to the closing time and date. However the Proponent is solely responsible to ensure the re-submitted bid is RECEIVED by the Bidding System no later than the closing date and time.

4.3.3 Amendment of Tender

Proponents may edit or withdraw their proposal Submission prior to the closing time and date. However the Proponent is solely responsible to ensure the re-submitted bid is RECEIVED by the Bidding System no later than closing date and time.

4.3.4 Completeness of Tender

By submitting a Tender, the Proponent confirms that all of the components required to use and/or manage the Services have been identified in its Tender or will be provided to the Purchaser at no additional charge. Any requirement that may be identified by the Proponent after the Tender Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

4.3.5 Proponent's Tenders Retained by Purchaser

All Tenders submitted by the Tender Submission Deadline shall become the property of the Purchaser and will not be returned to the Proponents.

4.3.6 Acceptance of RFT

By submitting a Tender, a Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFT, and by all of the representations, terms, and conditions contained in its Tender.

4.3.7 Clarification of Proponent's Tenders

The Purchaser shall have the right at any time after the RFT Tender Submission Deadline to seek clarification from any Proponent in respect of the Proponent's Tender, without contacting any other Proponent.

The Purchaser shall not be obliged to seek clarification of any aspect of any Tender.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Tender in any substantive manner. Subject to the qualification in this provision, any written information received by the Purchaser from a Proponent in response to a request for clarification from the Purchaser may be considered to form an integral part of the Proponent's Tender, in the Purchaser's sole discretion.

4.3.8 Verification of Information

The Purchaser shall have the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in the Proponent's Tender or made subsequently in an interview, site visit, oral presentation, demonstration, or discussion by whatever means the Purchaser may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Tender is patently unwarranted or is questionable.
- Access the Proponent's premises where any part of the work is to be carried out to confirm Tender information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and the Purchaser shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. The Purchaser and the Proponent shall each bear its own costs in a connection with access to the Purchaser's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to the Purchaser verifying such information, including references.

4.3.9 RFT Incorporated into Tender

All provisions of this RFT are deemed to be accepted by each Proponent and incorporated into each Proponent's Tender.

4.3.10 Substantial Compliance

The Purchaser shall be required to reject Tenders, which are not substantially compliant with this RFT.

4.4 Execution of Agreement and Notification and Debriefing

4.4.1 Formation of an Agreement

The Successful Proponent(s) will be required to acknowledge the Board's purchase order / CCDC Contract which will incorporate all of the terms and conditions of the Request for Tender, within seven (7) calendar days of issuance for the provision of these services. If a selected proponent fails to acknowledge our Purchase Order / CCDC Contract within seven (7) calendar days of issuance, the Board may in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent and execute the forfeiting of the Bid Bond.

4.4.2 Notification to Other Proponents of Outcome of RFT Process

Once the Proponents(s) and Purchaser execute the Agreement, the other Proponents will be notified in writing by email of the outcome of the RFT process, including the name of the Proponents(s), and the award of the Agreement.

4.4.3 Debriefing

Not later than seventy-two (72) Days following the date of posting of a contract award notification in respect of the RFT, a Proponent may contact the RFT Coordinator requesting a debriefing from the Purchaser.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

The Purchaser will not disclose submission information from other Proponents.

The intent of the debriefing information session is to aid the Proponent in presenting a better Tender in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.4.4 Bid Dispute Resolution

In the event that a Proponent wishes to review the decision of the Purchaser in respect of any material aspect of the RFT process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the Purchaser within ten (10) Days from such a debriefing.

Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing shall include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached.
- A specific description of each act alleged to have breached the procurement process.
- A precise statement of the relevant facts.
- An identification of the issues to be resolved.
- The Proponent's arguments and supporting documentation.
- The Proponent's requested remedy.

4.5 Prohibited Communications, Confidential Information and FIPPA

4.5.1 Confidential Information of the Purchaser

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFT or the acceptance of any Tender:

- Remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser.
- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.
- Must not be used for any purpose other than for replying to this RFT and for the fulfillment of any related subsequent agreement.
- Must be returned to the Purchaser upon request.

4.5.2 Confidential Information of the Proponent

Except as provided otherwise in this RFT, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents' Tenders and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this RFT process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFT (such as an oral presentation) because the Purchaser has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

4.5.3 Proponent's Submission

All correspondence, documentation, and information provided in response to or because of this RFT may be reproduced for the purposes of evaluating the Proponent's Tender.

If a portion of a Proponent's Tender is to be held confidential, such provisions must be clearly identified in the Tender.

4.5.4 Non-Disclosure Agreement

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Purchaser.

4.5.5 Municipal Freedom of Information and Protection of Privacy Act

The *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) applies to information provided by Proponents. A Proponent should identify any information in its Tender or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Tender, including any Personal Information requested in this RFT, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.5.6 Competition Act

Under Canadian law, a Proponent's Tender must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at <http://www.cb-bc.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

4.5.7 Trade Agreements

The Proponent should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement (CFTA), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA") or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFX. For more information, refer to the following:

- Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- Trade and Cooperation Agreement between Quebec and Ontario at <https://www.cfta-alec.ca/wp-content/uploads/2017/07/OQTCA-Consolidated-Jan-24-2017.pdf>; and,
- Comprehensive Economic and Trade Agreement at <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

4.5.8 Intellectual Property

The Proponent shall not use any intellectual property of the Purchaser, including but not limited to, logos, registered trademarks, or trade names of the Purchaser, at any time without the prior written approval of the Purchaser.

All Deliverables, documentation, services, and intellectual property rights of any kind derived and/or developed pursuant to this RFT / Agreement shall remain the exclusive property of the Purchaser.

4.6 Reserved Rights and Governing Law of the Purchaser

4.6.1 Rights of the Purchaser

In addition to any other express rights or any other rights, which may be, implied in the circumstances, the Purchaser reserves the right to:

- Make public the names of any or all Proponents
- Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information into the Proponent's Tender, at the Purchaser's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Tender or to change or enhance the Proponent's Tender in any material manner.
- Waive formalities and accept Tenders that substantially comply with the requirements of this RFT, in the Purchaser's sole discretion.

- Verify with any Proponent or with a third party any information set out in a Tender
- Check references other than those provided by Proponents.
- Disqualify any Proponent whose Tender contains misrepresentations or any other inaccurate or misleading information, or any Proponent whose reasonable failure to cooperate with the Purchaser impedes the evaluation process, or whose Tender is determined to be non-compliant with the requirements of this RFT.
- Disqualify a Tender where the Proponent has or the principals of a Proponent have previously breached a contract with the Purchaser, or has otherwise failed to perform such contract to the reasonable satisfaction of the Purchaser, the Proponent has been charged or convicted of an offence in respect of a contract with the Purchaser, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Tender or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the Purchaser.
- Disqualify any Tender of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFT, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Tender.
- Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT and the contract documents.
- Accept or reject a Tender if only one (1) Tender is submitted.
- Reject a subcontractor proposed by a Proponent within a consortium.
- Select any Proponent other than the Proponent whose Tender reflects the lowest cost to the Purchaser.
- Cancel this RFT process at any stage and issue a new RFT for the same or similar requirements, including where
 - The Purchaser determines it would be in the best interest of the Purchaser not to award an Agreement
 - The Tender prices exceed the bid prices received by the Purchaser for services acquired of a similar nature and previously done work
 - The Tender prices exceed the costs the Purchaser would incur by doing the work, or most of the work, with its own resources
 - The Tender prices exceed the funds available for the Services, or
 - The funding for the acquisition of the proposed Services have been revoked, modified, or has not been approved

And where the Purchaser cancels this RFT, the Purchaser may do so without providing reasons, and the Purchaser may thereafter issue a new request for tenders, request for qualifications, sole source, or do nothing.

- Discuss with any Proponent different or additional terms to those contained in this RFT or in any Proponent's Tender, and

- Reject any or all Tenders in its absolute discretion, including where a Proponent has launched legal proceedings against the Purchaser or is otherwise engaged in a dispute with the Purchaser.
- By submitting a Tender, the Proponent authorizes the collection by the Purchaser of the information identified in this RFT, which the Purchaser may request from any third party.

Rights of the Purchaser – Preferred Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within seven (7) Days from being notified of its position as the Preferred Proponent, the Purchaser may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, the Purchaser may, in its sole discretion, terminate the discussions.
- Exclude the Preferred Proponent's Tender from further consideration and begin discussions with the next highest-ranked Proponent without becoming obligated to offer to negotiate with all Proponents.
- Exercise any other applicable right set out in this RFT and the Contract Documents, including but not limited to, executing the terms of the Bid Bond Security, cancelling the RFT and issuing a new RFT for the same or similar Services.

The Purchaser may also cancel this RFT and/or execute the terms of the Performance Bond and Labour/Material Bond in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFT.

4.6.2 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFT process and / or Agreement shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court.
- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFT process and /or Agreement on any jurisdictional basis.
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFT and/ or Agreement.

The Proponent further agrees that if the Purchaser commits a material breach of the Purchaser's obligations pursuant to this RFT/Agreement/CCDC contract, the Purchaser's liability to the Proponent, and the aggregate amount of damages recoverable against the Purchaser for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the Purchaser, shall be no greater than the Tender preparation costs that the Proponent seeking damages from the Purchaser can demonstrate. In no event shall the Purchaser be liable to the Proponent for any breach of the Purchaser's obligations pursuant to this RFT which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the

provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.6.3 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during the RFT process and CCDC Contract without the prior written consent of the Purchaser. Any act in derogation of the foregoing shall be null and void.

The Proponent shall not assign any of its rights or obligations hereunder during the duration of the Contract without the prior written consent of the Purchaser. Any act in derogation of the foregoing shall be null and void.

4.6.4 Entire RFT

This RFT terms and conditions and all Schedules, form an integral part of this Agreement.

4.6.5 Governing Law

The laws of Ontario and the federal laws of Canada applicable shall govern the RFT, the Proponent's Tender, and any resulting Agreement therein.

4.6.6 Indemnity

The Proponent shall at all times indemnify and hold harmless the BOARD from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Proponent, its subcontractors or their respective directors, officers agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance by attributable of the Proponent's obligations under, or otherwise in connection with the Contract. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

4.7 Non-Compliance with Contract Terms and Conditions

Where the Contractor fails to comply with any of its obligations under the Contract, the Board may issue a notice setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice or in a timeframe as otherwise agreed to, the Contractor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Board. If the Contractor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Board may immediately terminate the Contract. Where the Contractor has been given a prior rectification notice, the same subsequent type of non-compliance by the Contractor may allow the Board to immediately terminate the Contract and result in the suspension of bidding privileges to the Board for up to two years (at the sole unfettered discretion of the Board).

4.8 Force Majeure

Force majeure are causes beyond a party's control, which are not avoidable by the exercise of reasonable foresight.

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of force majeure. If either party is unable to perform any of its obligations in this contract by reason of force majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the contract for the duration of such cause.

In the event such inability to perform shall continue longer than 30 days, either party may terminate this agreement without further liability by giving written notice to the other party.

[End of Part 4]

SCHEDULE F

General Conditions for Contractors/Sub-Contractors

This contract is to supply all labour, supervision, equipment and materials to complete the scope of work at the facilities as defined in a manner, which is acceptable to the School Board.

The general conditions that follow are for the protection of all workers and individuals working on the Board's property or premises. The contractor must follow all directions provided by the Board. Failure to conduct work in accordance with the terms and conditions as described herein may result in their removal from Board property and/or termination of contract. The conditions contained herein may not cover all repair/ renovation/ construction work contracts or assignments. The contractor, however, must understand that the Board's intention is to carry out all work in a safe and healthy manner and to all legislation, code and industry standards. Every contractor and sub-contractor employed on site shall be pre-qualified and have read all the instructions herein, and agree to advise their employees and subcontractors re the same in advance of performing any work or supplying any services.

Emergency Numbers

The contractor is responsible to obtain and have available at the area of work, all emergency contact information and telephone numbers for the location including Ambulance, Fire, Police, Ministry of Labour, Ministry of Environment, Board Emergency Numbers and the phone number and address of the school/building where work is being performed.

A copy of the Board's Occupational Health and Safety Policy and any other relevant and applicable materials (i.e. *Occupational Health and Safety Act*, Joint Health & Safety Committee minutes) should also be available.

Legislative Requirements

- a) The contractor shall comply with all current legislative requirements, including but not limited to, the *Occupational Health and Safety Act*, the *Environmental Protection Act*, the *Ontario Building Code*, the *Ontario Fire Code* and the *Transportation of Dangerous Goods Act* and all applicable regulations, codes and standards. In cases of any conflict between various provisions of the General Conditions, the more onerous health and safety requirement applies. The contractor shall complete a Notice of Project, where required, accept the role as "constructor" in law, and supply a copy to the appropriate person at the Board (Manager of Plant & Maintenance/Manager of Facility Services) or their designate. The Contractor must ensure a copy, as required has been forwarded to the Ontario Ministry of Labour.
- b) All workers shall be trained, experienced, qualified and appropriately licensed to carry out their work in the province of Ontario.

Where the scope of work affects the structure of the building, a list of designated substances for each facility must be included in the tender package listed as "Designated Materials Survey Findings". If this list is missing, the bidder shall obtain such a list from the School Board prior to submitting tender.

- c) Contractors must comply with the most current waste management legislation as required under the *Environmental Protection Act* for all construction and/or demolition work.

Responsibility of the Contractor/Sub-Contractor

The general contractor / contractor shall have written health and safety policy and safe work procedures and must provide a copy to the Board before the commencement of any work in the case of a new contractor.

The general contractor / contractor is responsible for the health and safety of their employees. Prior to commencing work, the contractor shall appoint and identify one supervisor with accountability for the health and safety of their employees.

Prior to commencement and during any work, the contractor must inspect the area of work for any chemical or physical hazards or designated substances. If any are found, the contractor must notify the Board's Plant Manager immediately. No work shall commence or continue until these hazards have been deemed eliminated or controlled and to be safe.

All contractors are responsible for all utility and service locates and related costs for the area in which they will conduct work.

Prior to commencing work involving more than four workmen and a supervisor, the contractor(s) shall hold a pre-job meeting where health & safety will be included on the agenda and shall invite the Board representative.

1. Work Site Location

It is the responsibility of the general contractor /contractor to clearly demark the work site borders and areas not to be used by usual occupants of the building or grounds. The general contractor / contractor must at all times erect and maintain adequate fencing or barriers around all excavations, pits, construction areas and in other places of danger. Snow fence is not acceptable where fencing is required.

- The general contractor / contractor shall act as general contractor, contract for their services, and be responsible for all sub-trades, including payment of the same, necessary to produce a complete installation.
- Power and water may be available from the site where approved, but these facilities shall not be altered for the contractor's use.
- The general contractor / contractor shall obtain approval from the Board's Plant Manager or designate for location of temporary buildings, temporary office, storage sheds and workshops as required by the work throughout the period of construction. The general contractor / contractor must remove temporary buildings upon completion of the work and restore the property to the condition as found on commencement of the work.
- The general contractor / contractor and their employee(s) must be aware of the location of the school's Health & Safety Centre containing the following information: Designated Substance Reports, MSDS Sheets and general Health & Safety information. The contractor must provide a First Aid Kit and the name of the First Aid attendant and stretcher for use by contractor employees.
- The general contractor / contractor must not use school property as an office, for the purpose of hiring staff or conducting business or personal affairs on any project.

2. Operation of Vehicles On Board Property

Prior written approval must be obtained from the School Principal when bringing vehicles on to a school playground during schools hours. Trucks and all other vehicles shall proceed with caution with a maximum 10 kph on school property. All trucks must be equipped with automatic back-up alarms. No vehicles shall be operated on the schoolyard while children are on the playground.

The general contractor / contractor must report to school office or school representative at the beginning of each work shift.

3. Tools and Equipment

The contractor is to provide his own tools and equipment. School Board equipment (i.e. ladders, etc.) are not to be used by the contractor.

The general contractor's / contractor's equipment/tools must be in safe working condition, including required guards on tools and equipment and grounding devices. Operating manuals and maintenance records shall be available on request for all powered equipment.

Construction advertising signs are not permissible, except by prior written approval from the Plant Manager.

4. Hot Work

Contractors require a permit whenever hot work is being performed. These permits should be obtained from the appropriate Board's Building/Facility Services Department prior to beginning any hot work on School Board property.

5. Propane Tanks

The use of propane tanks must be pre-authorized by the Board. Propane tanks are not to be stored overnight and tanks that are not in use must not be stored in school buildings. Propane cylinders shall not be changed indoors. Workers using propane must have Technical Standards Safety Authority (T.S.S.A.) Certification and provide proof to the Board upon request.

6. Oxygen and Acetylene Cylinders

Oxygen and acetylene cylinders must be chained in the vertical position or be secured on a welding cart designed for this purpose. If not on a cart, the cylinder regulator must be removed and the cylinder cap on. Full and empty tanks are to be stored in separate signed areas. Unless a designated construction site, all cylinders are to be removed at the end of the work day.

7. Natural Gas Piping

All work related to natural gas systems must be completed by a licensed gas fitter. Except for emergency purposes, no work is to be performed on the main feed of a natural gas line.

8. Flammable Liquids

Flammable liquids must be stored in a CSA or ULC approved safety containers with a flame arrestor and spring-loaded cap appropriate for the materials use. The contractor is responsible for the provision of proper storage containers and/or steel cabinet designed for that purpose. One day's supply of flammable liquid may be used without a steel flammable storage cabinet. However, dispensing containers for flammable liquids must be as described above and containers and dispensing equipment must be bonded and grounded. Dispensing must be done using mechanical ventilation or be done outdoors. Equipment and dispensing methods must confirm to CSA B376-M1980 and Ontario Regulation 213/851.

9. Controlled Products (WHMIS)

All controlled products must be WHMIS labeled before being brought onto Board property. Material Safety Data Sheets for all controlled products must be available on site. The contractors are responsible for training their employees in the safe use and handling of all controlled products and proof of training must be provided as part of the Pre-Qualification or Badge Program.

10. Safety Equipment

The contractors are responsible to ensure that all employees wear safety equipment, as required, to work in a safe manner. Contractors must ensure that their employees are trained in the use of this equipment.

11. Fire Extinguishers

The contractor is responsible for providing fire extinguishers in the repair / renovation / construction areas and for ensuring that employees are trained in the use of extinguishers.

12. Cigarettes, Alcohol and Illegal Drugs

Smoking is not permitted on Board property. Consuming alcohol or illegal drugs on Board property is strictly prohibited. Persons appearing to be under the influence of alcohol or illegal drugs will be asked to leave the work site. The contractor must ensure that employees asked to leave are provided transportation home.

13. Housekeeping

Contractors must keep work site areas clean and tidy. For example, nails in lumber must be removed. Materials must be laid down and piled safely and garbage must be placed in proper waste containers, etc.

14. Ladders, Scaffolds, Swing Stages, Vertical Man-Lifts

The contractors are responsible for training their employees in inspecting, erecting, and using scaffolds, ladders, swing stages and vertical man-lifts. Ladders must extend 3 feet beyond the upper support. Ladders must be held by a worker on the ground or tied off if over 10 feet high. Formal training must be given to workers on the proper use of ladders, scaffolds, swing stages and vertical man-lifts if used on the job. Equipment operating manuals and the required Professional Engineering documents must be available on site and produced upon request. All equipment, including ladders, must meet appropriate CSA Standards and must be the appropriate type for the job.

15. Cranes

Approval must be granted by the Board's Manager of Plant & Maintenance/Manager of Facility prior to erecting a crane on School Board Property. The area where the crane is to be placed must be properly vacated and where required (i.e. public way) fenced. Fencing must be erected around any crane that is to be left on site.

16. Asbestos

Prior to commencement of any work affecting the structure of the building, the contractor shall review the asbestos report for the building (available at the building or through the Board's Plant or Safety Departments.) The contractor shall evaluate the potential presence of asbestos in the specific work zone. If asbestos is present, the Board's Health & Safety Department shall be notified immediately, and no work is to proceed until any materials containing asbestos have been dealt with in accordance with the Board's Asbestos Management Program.

The Board's Plant and/or Safety Departments will establish the asbestos removal contractor as the need may arise. Only Board designated Consultants and approved Abatement Contractors can be used for asbestos work. All work must be in compliance with the Board's Asbestos Management Program and the Board's Safety Department must be made aware of any project that may involve asbestos. Any dumpster that are to be used for asbestos must be kept locked.

17. Discovery of Unknown Substance

If an unknown substance is discovered during a renovation/repair that may be asbestos, lead, silica, etc. then work shall stop, and the Board's Safety Department must be called immediately. The material must not be disturbed until clearly identified as to its content. If asbestos is confirmed, direction must be received from the Board prior to work resuming.

18. Examination of Premises/Drawings/Specifications and Instructions

The general contractor / contractor shall examine the premises and compare it with the drawings and specifications, and satisfy itself with respect to the conditions of the premises under which it will be required to operate in performing their part of the work, before furnishing their tender, and no allowance will be made afterwards on behalf of the contractor by reason of any error, negligence or failure on their part in this connection.

The general contractor / contractor shall carefully review and study all drawings, specifications and other instructions and shall at once report to the Board's Plant Manager any errors, inconsistency or omission they may discover and in no case shall they proceed in uncertainty. In the event of the contractor's failure to give such notice, it will be responsible for the results of any such errors or omissions and the cost of rectifying the same.

19. Permits and Regulations

The general contractor / contractor shall obtain any required permits and conform to any existing applicable codes, such as the Canadian Standards Association, Underwriter's Laboratories of Canada, Ontario Fire Code, Ontario Building Code, Ontario Electrical Code, Ministry of Labour, and all local Bylaws and any other applicable regulatory requirements.

The general contractor / contractor shall record all electrical work in section 2 of the CSS manual, located in the staff room of each school or obtain electrical permits as directed.

20. Confined Space Work:

Before any person enters a confined space, the LKDSB Confined Space Program must be implemented. Confined space permits **MUST** be obtained for entry into all confined spaces.

Confined Space (CS) Definition - reference: O. Reg. 632/05, Confined Spaces and CSA Standard Z1006-10

A confined space means a fully or partially enclosed space, a) that is both not designed and constructed, for continuous occupancy, and b) in which atmospheric hazards may occur because of its construction, location, or contents or because of the work that is done in it; or a) and c) has limited or restricted access or egress, or an internal configuration, that can complicate first aid, evacuation, rescue, or other emergency response, or, a) and b) and c)

The Building Services Department maintains a confined space inventory. In addition to other types of confined spaces, all service tunnels are confined spaces. If the contractor's scope of work changes, such that an entry into a confined space would be required, or if a contractor encounters a space that is suspected to be a confined space, the contractor must not proceed to enter the space and must seek confirmation and approval from the Board contact person.

21. Injuries

Each contractor or sub contractor is responsible for responding to, providing treatment and transporting to medical services their injured employees. Response must include first aid to the injured person, hospital aid, securing the site and notification as required under the *Occupational Health and Safety Act*. Emergency Response Plans should be in place for all emergencies and pull stations used to clear the building if required. Someone on site must be certified in Standard Care First Aid. The School Principal and the person in charge should be notified of any emergency or worker injury along with the Board's Health & Safety Department.

22. Co-operation

The general contractor, all other contractors, and all sub-contractors shall co-ordinate their work with all other trades so as to facilitate the general progress of the work. Each contractor and trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material.

23. Supervision and Responsibility

The general contractor / contractor shall supervise and direct the work of all persons engaged in the work, including sub-contractors and those who supply materials and the contractor will be fully responsible for full compliance with the terms of the contract by all such persons.

All construction shall be performed as specified and in a manner conforming to the best trade practices, to the complete satisfaction of the Board's Manager of Plant & Maintenance/Manager of Facility Services.

24. Taxes, Permits, Fees

The general contractor / contractor shall be required to pay for all taxes, duties, subsidies, permits, etc., unless otherwise noted.

25. Labour, Materials and Workmanship

The general contractor / contractor shall provide and pay for all labour, tools, materials, transportation, storage, scaffolding and other equipment for the proper execution of everything shown, described or reasonably implied by the drawings or in this specification.

The general contractor / contractor shall be held to have included in tendering any work in connection with sub-trades, not specially referenced under the particular headings of sub-trades, but referred to or otherwise shown on the drawings.

The general contractor / contractor shall carry out all tests and assessments required by the Board during the progress of the work and at its' completion at no increase in the contract price. Such tests and assessments shall be carried out for the purpose of determining if the work meets the specified requirements. If corrections to the work or system are found necessary, the tests and assessments shall be repeated until satisfactory results are obtained.

26. Defective Material and Workmanship

The general contractor / contractor shall promptly remove from the building all used materials and materials condemned by the Board, as failing to conform to the contract, whether incorporated in the work or not.

27. Location of Apparatus

The location of apparatus, fixtures, outlets, etc., shown or specified on drawings shall be considered as only approximate and subject to final review and approval by the Board. The actual location shall be as directed and as required to suit the conditions at the time of installation. Before installation of the apparatus, the contractor shall consult the Board's Manager of Plant & Maintenance/Manager of Facility Services and ascertain the actual location required.

28. Measurements, Etc.

Before ordering any material or doing any work, the contractor shall verify all measurements at the building or as may be required for the proper fitting of his work and to make adjustable parts fit to fixed parts. The contractor shall be responsible for the correctness of his figures and properly correct, without charge, any work that does not fit and furnish new work if necessary.

29. Cutting, Patching and Digging

The general contractor / contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit to it, receive or be received by work of other contractors, shown upon or reasonably implied by the contract documents and

he shall make good after them as the Board's Manager of Plant & Maintenance/Manager of Facility Services may direct. Any costs or expenses caused by poorly co-ordinated or ill-timed work shall be borne by the party responsible therefor.

The general contractor / contractor shall not endanger any existing work by cutting, digging or otherwise and shall not cut or alter the work of another contractor save with the prior written consent of the Board's Manager of Plant & Maintenance/Manager of Facility Services.

30. Furring In Pipes and Ducts

The general contractor / contractor shall be responsible for an acceptable job of furring in all pipes and ducts where shown on the plans or reasonably expected in finished rooms. Furring in shall be carried out in the material of the walls, adjacent to the pipes, such as wood, masonry, etc.

31. Vouchers

The general contractor / contractor must produce, when called upon to do so by the Board, vouchers to show that the work and materials are being paid for as the work progresses. The contractor may submit approved Statutory Declaration with every invoice for payment.

32. Washrooms/Toilets

The general contractor / contractor shall provide, where required, and maintain in a sanitary condition, washrooms and toilets for the use of all persons at the work site, and upon completion of the work, remove it and contents, and leave its site in a neat, clean and sanitary condition. Workers shall use designated washrooms as designated by their employer.

33. Work During School Hours

Work during school hours must be approved by the appropriate Board Manager (i.e. Manager of Plant & Maintenance/Manager of Facilities) and the School Principal. All construction and maintenance activities shall be confined to the areas of the school under construction. Fire exits shall be maintained at all times and physical barriers (hoarding/1.8 meter fencing, etc.) will be used to isolate the construction work from school staff and students.

The general contractor / contractor shall provide appropriate polyethylene plastic curtains between new construction and corridors to prevent dust penetration and provide doormats and take other appropriate precautions in these rooms to prevent dirt being tracked into the school.

The general contractor / contractor must co-operate and co-ordinate all building activities, which may interfere with the school, with the School Principal.

34. Security

The School must be left in a safe and secure condition at the end of every day. The general contractor / contractor is responsible for arming the building at the end of each day if school staff are not present.

The general contractor / contractor shall be solely responsible for loss or damage of his tools, equipment or any materials on Board property.

The general contractor / contractor shall ensure the work zone is clearly delineated with appropriate barricades to prevent unauthorized access.

35. Use of Premises before Acceptance

The Board shall have the right to enter and occupy renovated parts of the building in whole or in part for the purpose of placing fittings and equipment or for other use, before completion of the

contract, if in the opinion of the Board's Manager of Plant & Maintenance/Manager of Facility Services such entry and occupation does not prevent or interfere with the contractor in the performance of the completion of his contract within the time specified. Such entry and occupation shall not be considered as acceptance of the work or in any way relieves the contractor from his responsibility to complete the contract.

36. Board's Equipment

All equipment, fixtures, doors, hardware and all other items removed in the course of work or renovations, and not required for completion of the contract, shall be handed in to the Board, where specified.

37. Termination

If the general contractor / contractor should neglect to execute the work properly or otherwise fails to comply with the requirements of the contract to a substantial degree, the Board may:

- correct such default and deduct the cost thereof from any payment then or thereafter due to the contractor, or
- Terminate the contractor's right to continue with the work in whole or in part or terminate the contract.

38. Guarantees

All work is to be guaranteed for a period of one year after substantial or 100 percent completion of the work, during which time any defects or imperfections that develop in the workmanship or materials used or any work affected in making good such imperfections must be made good promptly by the contractor without cost to the Board.

39. Acceptance

By reason of having submitted a tender, quotation and receiving direction from the Board or its designate to commencing on the work described herein, the general contractor does hereby acknowledge that it has read the specifications and does hereby accept these terms, conditions and specifications governing the work.

40. Document Conflicts

Should any clause of any documentation of a project conflict, the most stringent at the Board's discretion shall apply.

END OF SCHEDULE F

Schedule H

1. Section 1- Supplier data

Contract File	
Occurrence #	
Proponent Name	
Proponent Contact	
Bid #	
Date	
Phone Number	
Email Address	

2. Section 2 - OCCURRENCE Details – (To be completed by board representative)

Description of the issue:			
Name		Signature	
Title		Date	
2nd Level approval (Manager)			
Name		Signature	
Date			

3. section 3 – supplier response (To be completed by proponent representative)

Corrective action short term:

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Corrective action long term:

Name		Signature	
Title		Date:	

4. section 2 – LKDSB review

I have reviewed this report for objectivity and accuracy of Section 3 – Proponent Response.

Name		Signature	
Title		Date	

Original – Project File Copy- Purchasing Copy – to Vendor

This Occurrence Report is being issued pursuant to Section 4.7, LKDSB Supplementary Terms and Conditions of the Contract between LKDSB and contractor.

Where the Contractor fails to comply with any of its obligations under the Contract, the Board may issue a notice setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice or in a timeframe as otherwise agreed to, the Contractor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Board. If the Contractor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Board may immediately terminate the Contract. Where the Contractor has been given a prior rectification notice, the same subsequent type of non-compliance by the Contractor may allow the Board to immediately terminate the Contract and result in the suspension of bidding privileges to the Board for up to two years (at the sole unfettered discretion of the Board).

Schedule H - Contractor/Supplier Performance Evaluation Form
(For completion at the end of the contract)

1. contract Information

RFT/RFT/RFQ #	
Project Name	
Contract #	
Supplier Name	
Date	

2. Evaluation

Evaluation	Score 1- 5	Comments
1. Quality of Product Service		
2. Cost Control		
3. Timelines and Schedules		
4. Contract Administration (submits reports, cost, estimates, and/or invoices; complete and on time)		
5. Safety		
6. Cooperation, communication and relations		
7. Management of subcontractors		
8. Supervision and decision making		
9. Ability to resolve issues		
10. Deficiency and/ or warranty follow-up		
Total Points		(Layout, Formula, =SUM(ABOVE))

3. Results

☐ **30 – 50 Satisfactory**

- ☐ **25-29** **Provisional**
☐ **0-24** **Unsatisfactory**

Note: Comments are mandatory for provisional and unsatisfactory scores.

Comments / Recommendations

Mutually agree to score

Signatures:

LKDSB –	Signature:	Date:
Contractor –	Signature:	Date:
Recommended for Future Work: <input type="checkbox"/> Yes <input type="checkbox"/> No		
1 st Level Approval – Name (print) :		
Signature:		Date:
2 nd Level Approval – Name (print) :		
Signature:		Date:

Copy: ☐ **Supervisor**
☐ **File**
☐ **Purchasing**
☐ **Supplier**

RATING DEFINITIONS:

1= Consistently falls below expectations

Performance jeopardized the achievement of the contract requirements

2= Frequently misses expectations

There are a number of performance issues that required the Board to provide additional oversight to ensure contract requirements were met.

3= Mostly meets expectations, but sometimes misses expectations

There are very minor performance issues but Supplier has otherwise met contract requirements

4= Consistently meets expectations

There are no minor performance issues and the Supplier has met the contract requirements

5= Exceeds expectations

Supplier has demonstrated a performance level in measureable excess of contract requirements (e.g. Provided tangible recommendations for improvements, proactively addressed issues before they arose etc).

SCORE OUTCOME

Satisfactory - Score 30-50

Recommended for future work. Make suggestions for improvements where applicable.

Provisional - Score 25-2

Recommended for future work, however have a meeting to discuss performance deficiencies, SOR documentation and recommend areas for improvement. Request a response from the vendor in writing detailing how they will remedy the situation for future. If a supplier receives two provisional scoring outcomes regardless of the project this will result in the suspension of bidding privileges to the Board for up to two years.

Unsatisfactory - Score 0-24

Not recommended for future work. A score in this category results in the suspension of bidding privileges to the Board by the Supplier for a period of up to 2 years.

Supplier Occurrence Reports

In the event the supplier fails to comply with any of its obligations under the Contract, while performing the contract, but prior to completion, the Board may issue and Supplier Occurrence Report. Non-compliance will be addressed as outlined in the Supplier Occurrence form.

SCHEDULE J-REQUIREMENTS OF CONSULTANTS/CONTRACTORS FOR THE PURPOSES OF IESO INCENTIVES

For the purposes of realizing an Incentive from the IESO "Save on Energy" Incentive Program, the following list **some** of the requirements for the Consultants and Contractors. A full reference for the requirements is found at: <https://saveonenergy.ca/Business.aspx>

1. CONSULTANTS

a. Retrofit Lighting LED Measures

LED Exit Lights – (do not require Energy Star or DLC qualification)
LED Fixture Downlight Energy Star: http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&pgw_code=LTG DLC: http://www.designlights.org/
LED Light Bulb Energy Star: http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&pgw_code=LB DLC: http://www.designlights.org/
Integral LED Troffers DLC: http://www.designlights.org/
Energy Star Qualified LED lamps-Omnidirectional A shape Dry/Wet Location Energy Star: http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&pgw_code=LB
LED Exterior Lights DLC: http://www.designlights.org/

NOTE: Consultant to provide a screen shot of the Energy Star or DLC line item, whichever is applicable, at the time of Owner's review of drawings and specifications.

b. Unitary AC: Electric Resistance

Tons	BTU per hour	Minimum EER
≥ 3 to < 5.4 split system	≥ 36,000 to < 65,000	12.5
≥ 3 to < 5.4 single package with economizer	≥ 36,000 to < 65,000	12.0
≥ 5.4 to ≤ 7.5 split system	≥ 65,000 to ≤ 90,000	12.2
≥ 5.4 to ≤ 7.5 single package with economizer	≥ 65,000 to ≤ 90,000	12.2
> 7.5 to < 11.25	> 90,000 to < 135,000	12.2
≥ 11.25 to < 20	≥ 135,000 to < 240,000	12.2
≥ 20 to < 63.3	≥ 240,000 to < 760,000	10.8
≥ 63.3 or greater	≥ 760,000 or greater	10.4

c. Unitary AC: Non-Electric Resistance

Tons	BTU per hour	Minimum EER
≥ 3 to < 5.4 split system	≥ 36,000 to < 65,000	12.5
≥ 3 to < 5.4 single package with economizer	≥ 36,000 to < 65,000	12.0
≥ 5.4 to ≤ 7.5 split system	≥ 65,000 to ≤ 90,000	12.0
≥ 5.4 to ≤ 7.5 single package with economizer	≥ 65,000 to ≤ 90,000	12.0

> 7.5 to < 11.25	> 90,000 to < 135,000	12.0
≥ 11.25 to < 20	≥ 135,000 to < 240,000	12.0
≥ 20 to < 63.3	≥ 240,000 to < 760,000	10.6
≥ 63.3 or greater	≥ 760,000 or greater	10.2

NOTE: Schedules/Specifications/Drawings should be expressed in EER as opposed to SEER and are required to contain EER information in the Shop Drawings at the time of Owner's review of drawings and specifications.

2. CONTRACTORS

Information and action required of Contractors in order for the School Board to receive an Incentive.

At Award of Contract/Subcontract

1. Submit a quote (on letterhead) for the cost (labour, material & disposal) of incentive measures with-in **1 calendar week from the award of the accepted bid.** Itemize quantities of incentive items such as light fixtures, ballasts, RTU's in the Scope of Work specified for demolition.

Photographs before Demolition

2. Take (before) pictures of light fixtures to be demolished, (before) pictures of name plates of the RTU and other incentive items where applicable with-in **1 calendar week from the award of the accepted bid.**

At the Completion of the Incentible portions of the Contract

Equipment Disposal and Decommissioning Documentation

Proof of Disposal of old equipment must be in the form of:

Lighting

1. Disposal Certificates / Documentation, Invoices with itemized listing of equipment types and quantities disposed.

Unitary AC

2. Written proof that other system's components have been sent to an Ontario Scrap Dealer or municipal landfill. (If applicable)
3. An **ODP tag** signed off by a certified technician for the removal of refrigerant in the old AC unit through a Refrigerant Management Canada Stewardship Program (RMC) wholesaler (If applicable)
Signed Disposal Declaration Form (attached)



Sample Generic
Disposal Declaration.c

4. Disposal documentation submitted to the Board to be in a form satisfactory to the Local Distribution Company (LDC) on behalf of the IESO for the "Save on Energy" Program
5. In the case of where bulk disposal was provided, e.g. lighting retrofit...then a possible acceptable requirement is an itemized bulk disposal receipt and a statement written on Company letterhead certifying that the "**xxx**" number of fixtures has been disposed into the bulk disposal bin.

Photographs after Installation

Contractor to take photographs of installed incentive items and submit to the Board or Board's Designate.

Extracts from the “SaveONenergy Retrofit Program” (A full guide is found on the “SaveONenergy Retrofit Program” Website”)

The saveONenergy Retrofit Program participant agreement states:

“The Participant will take all necessary steps to have equipment that was removed or replaced as part of any Project disposed of or decommissioned in accordance with appropriate disposal or decommissioning processes, applicable laws, and in accordance with commercially reasonable environmental practices and shall evidence such activities by appropriate disposal certificates or similar documentation.”