



St. Clair Catholic
District School Board



Request for Tender #612-CP2320

Staff Room Renovations

Christ the King Catholic School

227 Thomas Avenue, Wallaceburg, ON

Submissions Online: st-clair.bidsandtenders.ca

Issued: April 28, 2023

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Part 1: INTRODUCTION

1.1. **INTRODUCTION**

The St. Clair Catholic District School Board (hereafter referred to as the “SCCDSB” or the “Board”) invites interested parties to submit sealed submissions in response to this Request for Tender (“RFT”) document. The SCCDSB currently operates 23 elementary schools, 2 secondary schools, and an administrative office within the regions of Sarnia-Lambton and Chatham-Kent.

1.2. **PURPOSE AND PROJECT DESCRIPTION**

The purpose of this RFT document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the SCCDSB for the Scope of Work provided, subject to the terms and conditions described herein.

Project: Staff Room Renovations

Site: Christ the King Catholic School

Address: 227 Thomas Avenue, Wallaceburg, ON N8A 2B9

1.3. **INTERPRETATION AND DEFINITIONS**

The following words are used throughout the Bid Document and proponents should note these conditions when completing their RFT submission.

“ADDENDUM” means a written instruction and/or clarification issued to the RFT Document. The term addenda is to mean the same as Addendum.

“AGREEMENT” or “CONTRACT” means the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.

“ALTERNATIVE” means anything for which Bidders provide a price in a manner that gives the Board options in determining the actual Work of the Contract and may include such items as an optional product, system, installation, method, design and requirement. The Board shall not be obliged to purchase an Alternative when accepting a Tender, but may, at its discretion elect to purchase all, some or none of the Alternatives offered.

“ALTERNATIVE PRICE” means the amount stipulated by the Bidder for an Alternative, which can be stated as an addition, a deduction, or no change to the Total Contract Price. The Alternative Price will include all labour, materials, products, services and respective overhead, profit excluding taxes.

“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.

“BIDDING SYSTEM” is the Board’s web-based solution for issuing solicitations, and/or receiving online bid submissions and posting bid results.

“BIDDER” or “PROPONENT” means the company and company representative authorized to submit a Tender in accordance with the terms and conditions set forth in the document. As the context may suggest, refers to a potential Bidder or Proponent.

“BID IRREGULARITY” means a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as

major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the SCCDSB.

“BID SUBMISSION” or “SUBMISSION” means all of the documentation and information submitted by a Proponent in response to this request.

“BOARD” means the St. Clair Catholic District School Board, and where an authority or discretion is conferred upon the Board under the Request for Tenders, means the appropriate official of the Board as designated or appointed under its governing by-laws, resolutions, or policies from time to time.

“CHANGE ORDER” means a written amendment to the Contract prepared by the Consultant and signed by the Owner and the Contractor stating their agreement upon:

- i. A change in the Work;
- ii. The method of adjustment or the amount of the adjustment in the Contract Price, if any; and
- iii. The extent of the adjustment in the Contract time, if any.

“CONFLICT OF INTEREST” means any situation or circumstance where, in relation to performance of obligations under the RFT, the Proponent’s other commitments, relationships, or financial interests could result in a real, perceived, or potential unfair advantage to the Proponent.

“CONSULTANT” means the person or entity engaged by the Owner and identified as such in the Agreement. The Consultant is the Architect, the Engineer or entity licensed to practise in the province or territory of the Place of the Work. The term Consultant means the Consultant or the Consultant’s authorized representative.

“CONTRACTOR” means the person or entity identified as such in the agreement. The term Contractor means the Contractor or the Contractor’s authorized representative as designated to the Owner in writing.

“GOOD” means any product of any description required to be installed, supplied, or consumed in order to complete the Work.

“INFORMAL” shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.

“ITEMIZED PRICE” means the amount stipulated by the Bidder for an item of Work which is to be included in the Total Contract Price.

“OWNER” means the Board or the person or entity identified as such in the Request for Tenders, Contract, or Construction Contract. The term Owner means Owner or the Owner’s authorized agent or representative as designated by the Board, but does not include the Consultant.

“PLACE OF WORK” is the designated site or location of the Work identified in the Contract Documents.

“PROJECT” means all the Work required to be completed by the Successful Bidder as contemplated by this Request for Tenders.

“PROJECT MANAGER” means the person designated by the Owner to manage the delivery or performance of the Work to which the Request for Tenders relates, or to oversee the Project and/or the Owner’s obligations under the Contract and when there is no such designate appointed by the Owner, the Owner shall be the Project Manager.

“REQUEST FOR TENDERS”, “RFT”, “BID DOCUEMNTS” and “CONTRACT DOCUMENTS” means all of the following documents, and in the event of a conflict between them, each shall enjoy priority against the others (subject to any express term or condition to the contrary) in accordance with the following successive order:

- i. Construction Contract between the Successful Bidder and Owner;

- ii. any Addendum;
- iii. any Specifications;
- iv. any Contract drawings;
- v. these Instructions to Bidders;
- vi. the standard form text of the Form of Tender as prescribed by the Board;
- vii. the Tender Submission Information;
- viii. any other documents that form a part of the Request for Tenders.

“SERVICE” means a service of any description required in order to complete the Work, whether commercial, industrial, trade, or otherwise and includes, without limitation:

- i. all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in a Good;
- ii. all consulting services identified in the Contract and those not identified in the Contract but necessary and prudent, in accordance with industry standards for the Work, to properly and fully complete the Work and perform the undertakings contemplated in the Contract;
- iii. all incidentals necessary for proper, diligent and satisfactory execution of a Service and the fulfilment of all other contractual obligations and undertakings of the Successful Bidder under the Contract.

“SEPARATE PRICE” is identified work which is not included in the stipulated bid price listed on Form of Tender but which may be added by the Owner. The Owner has the right to accept or reject any or all of the prices quoted,

“SPECIFICATIONS” means the portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for Products, systems, workmanship, quality, and the Services necessary for the performance of the Work.

“STIPULATED PRICE” has the same meaning as “Total Contract Price”.

“SUB-CONTRACTOR” is a person or entity having a direct contract with the Contractor to perform a part or parts of the Services or to supply Goods and/or Services with respect to the Work, at the Place of the Work.

“SUCCESSFUL BIDDER” means the Bidder to whom the Owner has awarded the Contract. The Successful Bidder is the person or entity engaged by the Owner and identified as such in the Contract. The Successful Bidder is licensed to operate in the province of Ontario.

“TENDER” means a submission made by a Bidder in response to the Request for Tenders.

“TENDER SECURITY” means the security submitted by a Bidder with its Tender which provides financial protection to the Board should the Successful Bidder not enter into the Contract or commence the Work following the issuance of a purchase order, and/or not provide the specified security required under the Contract.

“TOTAL CONTRACT PRICE” means the fully inclusive, all-in total contract price, constituting the aggregate sum of all costs quoted by a Bidder in its Tender with respect to providing all Work, including incidentals, contemplated under the Contract, and unless expressly and specifically agreed in writing by the Owner otherwise, shall be the maximum compensation and consideration receivable by the Successful Bidder under the Contract. Total Contract Price shall include, without limitation;

- i. the purchase price for all professional fees, consulting fees, staff time, Sub-Contractor fees, Disbursements, materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs, and all other items, costs, expenses, allowances, charges and incidentals whatsoever to be provided pursuant to the Request for Tenders and anything properly included as a best practice; but



- ii. excludes any options or alternatives requested in the Contract Documents that the Owner elects not to purchase; and
- iii. excludes Value Added Taxes, imposed under the Laws of Ontario and the Laws of Canada applicable therein.

“UNIT PRICE” means any component price as set out on the Form of Tender.

“VALUE ADDED TAXES” means such sum as shall be levied upon the Total Contract Price by the Federal or Provincial or Territorial Government and is computed as a percentage of the Total Contract Price and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax and any similar tax, the collection and payment of which have been imposed on Bidder by the tax legislation.

“WORK” means the whole of the work, the supply and delivery of a Good, the delivery and performance of any Services, the total construction and related services, material, matters and things required to be completed, supplied, mentioned or referred to in performing executing the work in full in accordance with the requirements set out in the Tender Documents.

“WORKING DAY” means a day which is not a Saturday, Sunday, public holiday or day when the administrative offices of the Board are closed.

[End of Part 1]

PART 2: INSTRUCTIONS TO BIDDERS

2.1. RFT SCHEDULE

For the purposes of this RFT, the Board has established the following timing deadlines for the completion of the RFT process.

Event	Date & Time
Issue Date:	Friday, April 28, 2023
Mandatory Site Meeting:	Thursday, May 4, 2023, 3:30 PM
Question Deadline:	Tuesday, May 16, 2023, 12:00 PM
Closing Date and Time	Tuesday, May 23, 2023, 2:00:00 PM
Construction Start	Monday, July 3, 2023
Substantial Completion	Friday, August 25, 2023

2.2. RFT CONTACT

The contact person(s) at the Board for all matters related to this RFT process is set out below:

Victoria Iaccino, Procurement Officer

Email: purchasing@sccdsb.net

Questions shall be submitted through the Bidding System.

2.3. DOCUMENT AVAILABILITY

To obtain documents online please visit <https://st-clair.bidsandtenders.ca/>. You can preview the Bid Documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity.

The Board assumes no responsibility for the proponent’s failure to examine all of the RFT Documents.

2.4. BID SUBMISSION – bids&tenders

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions are not permitted.

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

For the above reasons, it is recommended that sufficient time to complete your Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca.

Late Bids are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity.

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

Bids by hardcopy, telephone, email, or fax will not be accepted.

2.5. **BID BOND (NOT REQUIRED FOR THIS PROJECT)**

~~Upload as part of the Bid Submission a Bid Bond or Tender Security from a licenced Canadian Surety Company authorized to do business in the Province of Ontario in the amount of **10% of the Stipulated Price** being quoted in this Tender. The Bid Bond must be in a digitally verifiable format. Photocopies of a hard copy bond are not acceptable.~~

~~The Proponent agrees that, if they withdraw this tender within 60 days after the closing date, the deposit made with this tender shall be forfeited to the Owner.~~

~~Tender Security shall remain in force for sixty (60) days to complete Tender acceptance, and the Tender Security shall be forfeited to the Board if the Bidder refuses to enter into the Contract for the performance of the Work if so requested by the Board during this period. Retention and use of the Tender Security, as outlined above, shall not be deemed a penalty but as consideration to the Board for inviting and considering the Tender and as part payment for sustained damages and costs incurred by the Board, which shall be deemed to be the difference between the Tender price of this Bidder and the Tender Price of the next lowest Tender acceptable to the Board.~~

~~The term of the Tender Security shall be for a minimum period of sixty (60) days after the closing date set for the Tender. Any Tender security submitted with less than the sixty (60) day term shall be rejected.~~

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

2.6. **AGREEMENT TO BOND (NOT REQUIRED FOR THIS PROJECT)**

~~Upload as part of the Bid Submission an Agreement to Bond as approved by the Canadian Construction Association from a licensed Canadian Surety Company authorized to do business in the Province of Ontario, as follows:~~

- ~~• Performance Bond in the amount of fifty percent (50%) of the Subtotal Contract Amount.~~
- ~~• Labour and Materials Bond in the amount of fifty percent (50%) of the Subtotal Contract Amount~~

~~The Agreement to Bond shall remain in force for sixty (60) days to complete Tender acceptance.~~



~~The Successful Proponent shall furnish the Performance Bond, prior to the execution of the Contract, within ten (10) business days of being notified that its Tender has been accepted.~~

~~The Bidder shall include the cost of such performance bond in the Tender Submission.~~

~~The Successful Bidder shall provide to the Board such Bond with the submission of the signed Contract and shall be in accordance with the CCDC approved bond forms.~~

~~The Bonds must be in a digitally verifiable format. Photocopies of a hard copy bond are not acceptable.~~

2.7. INSURANCE

The successful Proponent(s) must maintain, at the Proponent's expense for the entire term of the Contract or as otherwise required, all insurance as set out below. Bidders are required to submit proof of coverage to the Board as part of their Bid Submission.

- Comprehensive General Liability and Property Damage with a limit of not less than **\$5,000,000.00 (five million dollars)**.
- 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)**.

The successful Proponent shall provide the Board with a complete certified copy of all policies. Copies of renewed policies must be provided to the Board on or before the policy renewal date for projects that extend past the original policy term or for multi-year contracts. The successful Proponent must name the St. Clair Catholic District School Board as additional insured on their insurance policies.

The Proponent agrees to indemnify, hold harmless, and defend the Board, its Consultants, agents or employees 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 proponent or any of its representatives, employees, or subcontractors in the execution of the work performed or by way of ownership or operation of an automobile.

2.8. WORKPLACE SAFETY INSURANCE BOARD (WSIB)

Successful Proponent(s) must ensure that all workers are covered by the Workplace Safety and Insurance Board coverage for the duration of this contract. Bidders are required to submit proof of coverage to the Board as part of their Bid Submission.

Proponents must furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board.

Alternatively, if the Proponent is an Independent Operator and is not classified under Class G: Construction, the proponent must provide a letter from the Work Place Safety & Insurance Board confirming independent operator status and identification number under the WSIB Act.

2.9. ACCEPTANCE OF TERMS

The submission of a bid by a Proponent represents that the Proponent has read and completely understands, and accepts all provisions contained within this RFT. Any bid that has alternative terms and conditions to those contained herewith may be considered a counteroffer to the Board's request and may be rejected.

2.10. AGREEMENT TO ABIDE BY ESTABLISHED PROCESS

It is vital to the Board that the process leading the acceptance of a submission(s) be open and fair and that each Bidder be treated equally. No Bidder can be seen to be deriving, intentionally or otherwise, and advantage or information, which is not equally available to all other Bidders. Nor is it acceptable that any

advantage or information sought or obtained from any unauthorized staff and representatives of the Board or any benefit is derived from any special or personal relationships or contacts.

The following rules must be observed to protect the integrity of the competitive procurement process:

- All communications, including requests for information, must be between only the Representative of the Board and each Bidder who have been authorized and designated for that particular purpose.
- Apart from the communications between and among the designated representatives, there must be no communication between any other Board staff and any other representatives of the Bidder, and no giving of information with respect to the competitive procurement process and the final contract.
- Any attempt on the part of the Bidder, or any of its Employees, Agents, Vendors, or Representatives to contact any person(s) other than the designated SCCDSB representative(s) with respect to the competitive procurement process or any violation of the above requirements will be grounds for disqualification. The Board may, at its discretion, in addition to any other rights or remedies available at law, reject any potential or actual submission submitted by that Bidder.

Bidders accepts and agrees to observe the conditions listed herein, inform their staff thereof, and ensure their compliance by submitting an executed Bid Submission in response to this RFT.

2.11. CASH ALLOWANCES

Cash Allowances, if applicable, will be included by the Board as a static number on the Pricing Schedule in the Bidding System. The Bid Price plus any applicable Cash Allowances will make up the Subtotal Contract Amount (Base Bid). Please refer to specifications.

2.12. SITE EXAMINATION

The site examination will be held at the date and time specified on the “Bid Details” Page of the Bid Opportunity on the Bidding System website. The site may not be available for viewing at any other time. Attending the site is MANDATORY for a contractor to be eligible to bid on this opportunity. It is the attendee’s responsibility to ensure they are signed-in at the meeting.

This meeting IS NOT INTENDED to provide opportunity for questions and answers. All questions MUST be submitted online at <https://st-clair.bidsandtenders.ca/>

The drawings and specifications complement each other, and neither is to be considered alone. Hence, any item omitted in either drawings or specifications, but mentioned or implied in the other, must be provided. In submitting a bid, it will be assumed that the bidders have carefully examined the drawings and have included in the bid price the complete cost of the work contemplated by the drawings and specifications and other Bid Documents.

2.13. TIMING OF PROJECT

The schedule for the completion of the project is noted in section 2.1 RFT Schedule.

Work is to be completed during regular business hours. Working outside of school hours, including daytime access during weekends, holidays, March break, etc. shall be at the sole discretion of the SCCDSB’s Project Manager.

It is the Board’s intent to adhere to the schedule as set out in this tender documents. The successful bidder should make all reasonable efforts to attain the schedule as set out.

2.14. COORDINATION WITH OCCUPANTS



Partial Owner Occupancy: The owner will have custodial staff on site during entire construction period except for weekends and Holidays. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage of areas outside the construction zone. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

- Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
- Notify Owner not less than 48 hours in advance of activities that will affect Owner's operations.
- Restrict high noise operations (i.e. breaking and cutting concrete) to unoccupied periods. Include any overtime wages due to the condition stipulated.
- Power shutdowns will be scheduled during unoccupied periods. Include any overtime wages due to the condition stipulated.

2.15. PUBLIC OPENING

There will be no public opening of bids.

2.16. FORM OF CONTRACT

Supplier's Bid Submission, all Contract Documents and Purchase Order will form the agreement.

2.17. QUESTIONS AND REQUESTS FOR CLARIFICATION

Proponents finding discrepancies, ambiguities, omissions, errors, departures from By-Laws, or from good practice in the RFT documents or having doubt as to the meaning or intent thereof, shall immediately notify the Procurement Department. The board is not responsible for any misunderstanding of the RFT on the part of a Proponent. No claims for extra payment will be considered for work, expense or difficulties which are reasonably inferable from an examination of the documents prior to the closing of tenders.

Questions related to this bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific bid opportunity. Questions must be received by the date and time specified in the RFT Document.

For the purpose of this RFT, Proponents shall not contact anyone in the Board other than the Procurement Department through the Bidding System. Any unauthorized communications may result in disqualification.

The Board is not responsible for any misunderstanding of the RFT on the part of a Proponent. It is the responsibility of the Proponent to seek clarification on any matter it considers to be unclear. Proponents shall not, after the submission of a Bid, claim that there was any misunderstanding or claim there were discrepancies, ambiguities, or omissions with respect to the Bid Documents. Nor shall a Proponents claim that the Purchaser is responsible for any of the circumstances listed above.

2.18. ADDENDA

Proponents may, during the RFT Process, be advised by Addendum of any additions, deletions or alterations to RFT documents. All such Addenda shall become part of the RFT Documents.

Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Bidder to have received all Addenda that are issued. Bidders should check online at <https://st-clair.bidsandtenders.ca/> prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued.

If a Bidder submits their bid prior to the Bid closing time and date and an addenda have been issued, the Bidding System shall WITHDRAW the Bid submission and the bid status will change to an INCOMPLETE STATUS and Withdraw the Bid. The Bidder can view this status change in the “MY BIDS” section of the Bidding System.

The Bidder is solely responsible to:

- make any required adjustments to their Bid; and
- acknowledge the addenda; and
- Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than the stated bid closing time and date.

2.19. WITHDRAWAL OR AMENDMENT OF SUBMISSION

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

2.20. BID ACCEPTANCE

It shall be understood by all proponents, that the RFT submission shall be valid and subject to acceptance by the Board, and that no adjustments shall be made to the proposal for a period of up to and including sixty (60) days from the RFT Closing Date.

The Board reserves the right to determine the successful proponent at its sole discretion. The lowest cost may not be accepted. The Board reserves the right to decline any or all submissions, in whole or in part, at any time prior to making an award. The Board may accept or reject a Bid if only one (1) bid is received.

The successful proponent shall be required to enter into a formal contract with the Board, which will include the terms and conditions of the RFT documents, the Proponent’s bid, and all other applicable documents.

2.21. CANCELLATION

The Board may cancel this RFT at its discretion at any time prior to an award. The Board may do so if:

- The Board determines it would be in the best interest of the Board not to award an Agreement
- The Bid prices exceed the bid prices received by the Board for services acquired of a similar nature and previously done work
- The Bid prices exceed the costs the Board would incur by doing the work, or most of the work, with its own resources
- The Bid prices exceed the funds available.
- The funding for the acquisition of the proposed Goods or Services has been revoked, modified, or not approved
- The timeframe for delivery is unreasonable or does not suit the requirements of the Board

Where the Board cancels this RFT, the Board may do so without providing reasons and may issue a new request for tender, request for qualifications, sole source, or do nothing.

2.22. CLARIFICATION FROM PROPONENTS

The Board reserves the right to seek clarification from any Proponents without being obligated to all Proponents if it finds certain aspects of a bid unclear. The Purchaser shall not be obliged to seek clarification of any aspect of any Bid.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Bid in any substantive manner.



2.23. BOARD'S RIGHT TO WAIVE MINOR IRREGULARITY

The Board reserves the right to accept or waive a minor irregularity, or where practical to do so, the Board may as a condition of bid acceptance request a Proponent to correct a minor irregularity with no change in bid price. Items of non-compliance on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the Board. All Proponents agree to provide all such additional information as, and when requested, at their own expense, provided no Proponent in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.

2.24. ERRORS AND OMISSIONS

The Board will not be held liable for any errors or omissions in any part of the RFT. While the Board has used considerable effort to ensure an accurate representation in the RFT, the information contained in the RFT is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the Board, nor is it necessarily comprehensive or exhaustive.

2.25. PROPONENT EXPENSES

Any and all costs and expenses incurred by Proponents in the development, preparation, submission or presentation of their bids, or otherwise related to its participation in this RFT process will be borne by the Proponents. The selection of any bid, or the rejection of any or all bids, or the termination/cancellation of this RFT process, or initiation of a new RFT process shall not render the Board liable to pay or reimburse any such costs or damages incurred by any Proponent, or any partner or contractor of such Proponents.

2.26. VOLUNTARY ALTERNATE PRICES

Materials and equipment are specifically described and named in this specification to establish a standard of materials and workmanship to which Bidders shall strictly adhere. Where manufacturer's trade names are used, the first named or specified by catalogue numbers meets the specifications in all respects regarding performance, quality of material and workmanship, and is acceptable to the Consultant. The bid amounts are to be based on the Bid Documents. Where there is any conflict within the Bid Documents, the bid amount shall include the higher cost alternative.

A bidder may submit an alternative method, material, procedure, or equipment to that specified in the tender specifications. All alternatives shall be equal or superior to the standard specified in these tender documents and subject to approval of the Board and Consultant.

Submit complete information including any impact on schedule to allow a full evaluation of the proposal including, as applicable, any particulars in which the alternate proposal is at variance with or unable to meet the specifications. Note also any impact on other trades if the alternative is accepted. Alternative proposals may be made without limitation, including for items specified as single sourced. The Board in its sole and unfettered discretion reserves the right to accept or reject alternatives.

Requests to have a specific material, procedure or equipment identified in the specifications as an approved alternate before the Submission Deadline must be submitted, with all supporting details, on or before the Question Deadline and must follow the procedures for Questions and Requests For Clarification.

2.27. BID INELIGIBILITY

Bids may, at the discretion of the Owner, be declared informal for any of the following reasons:

- the bid is incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contains arithmetical errors, erasures, alterations, or irregularities of any kind, or



- the required bonding/ consent of surety cannot be verified
- the Bid Forms and enclosures are improperly prepared, or
- the prices seem to be so unbalanced as to adversely affect the interests of the Owner, or
- the bid is based upon an unreasonable period of time for completion or delivery

2.28. AWARD

The Board has the right to reject any or all bids. The lowest Bid will not necessarily be accepted. The invitation to bid does not constitute an offer by the Contractor to enter into a contract. In the event of a tie the Proponent involved in the tie that submitted their bid first will be deemed the successful proponent.

Acceptance of the Bid and/or award is subject to the approval of the St. Clair Catholic District School Board.

The SCCDSB reserves the right to withdraw the award of the contract to a successful bidder(s) within 30 days of the award if, in the opinion of the SCCDSB, the successful bidder(s) is unable or unwilling to enter into a form of contract satisfactory to the SCCDSB. The SCCDSB shall be entitled to do so without any liability being incurred by the SCCDSB to the bidder.

The Board will post a contract award notification in the same manner the Bid Documents were posted following the execution of the Agreement.

2.29. ENTITLEMENT TO A DEBRIEFING

In accordance with the Broader Public Sector Procurement Directive unsuccessful Bidders are entitled to a debriefing, during which they will be provided with feedback regarding their Tender. In order to be debriefed, unsuccessful Bidders must contact the Owner representative identified in the Bid Documents in writing to request a debriefing within sixty (60) days from the date of the notification of award.

2.30. BID DISPUTE PROCEDURE

In the event that a Bidder wishes to review the decision of the Board in respect of any material aspect of the Request For Tender process, the Bidder shall submit a protest in writing to the Board to the attention of the Procurement Lead(s) within ten (10) days of the closing date of the Tender.

Any protest in writing shall include the following:

- a) a specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- b) a specific description of each act alleged to have breached the procurement process;
- c) a precise statement of the relevant facts;
- d) an identification of the issues to be resolved;
- e) the Bidder's arguments and supporting documentation;
- f) the Bidder's requested remedy.

2.31. INVOICING & PAYMENT

The Board shall pay by electronic funds transfer (EFT) within twenty eight (28) days after the receipt of a proper invoice and supporting documentation. Invoices will be reviewed and certified by the Board's Consultant before the invoice is processed for payment, in accordance with payment legislation.

Invoices must include all back-up material for time and material charges, disbursements, and other fees. Please make reference to the purchase order or contract number on the invoice.



Invoices should be sent digitally to the architect and be based upon the architect's approved format for invoicing with copies sent to the Board's representative. Digital invoices will be processed as an original. Please do not send duplicate copies by mail.

Note: Invoices should reflect a 10% holdback (final construction cost) which will be retained by Board through substantial completion of the project in accordance with relevant legislation.

2.32. TAXES

Include in Bid all Taxes and all other Customs Duties and Excise Taxes which are in force at Bid date as detailed in General Conditions. Harmonized Sales Tax (H.S.T.) is not to be included in the bid. The H.S.T. amount and the Bidder's H.S.T. Registration Number are to be indicated on the Bid Form in the spaces provided.

2.33. CHANGE NOTICES, CHANGE ORDERS

The following fee percentage and overhead charges shall be applied to additional work ordered by the Board:

- For work carried out by the Contractor's own forces – 10% Overhead & Profit
- For work involving a subcontractor, the subcontractor may charge a maximum 10% fee. The General Contractor may charge a maximum of 5% in addition to subcontractor's fee.

2.34. PROJECT SPECIFIC REQUIREMENTS

Any and all damages to facilities while under the control of the contractor shall be repaired at the contractor's cost. Please be advised that the Owner has a No Smoking Requirement on the Owners' property. Contractors shall provide their own washroom facilities for their employees; board washrooms will be off limits to the contractor's employees. Contractors are requested to ensure that employees and suppliers are advised of these Requirements. Contractor shall remove rubbish and debris from the site on a daily basis or as directed by the Board. On completion of the work, all debris shall be removed; the floor shall be thoroughly cleaned and swept; the site shall be left in a tidy condition (construction clean). Do not use the Board's equipment or facilities for cleaning or for any reason.

2.35. QUALIFICATION OF BIDDERS

Bidders shall be skilled and regularly engaged in work of a character similar to that covered by the Drawings and Specifications. Key staff assigned to the project is experienced and knowledgeable with the specific type of work to be undertaken. The Board reserves the right to request proof of competency, qualifications, certificates, licences, etc required to complete the proposed scope. Failure to do so may result in rejection of the bid.

2.36. PROTECTION AND MAKING GOOD

Protect existing property, adjacent public and private property and work of other sections from damage while doing work.

Damaged work and property shall be made good wherever possible by those performing work originally, but at expense of those causing damage. The General Contractor is solely responsible for all subtrades and any damage.

Attach and fasten fixtures and fittings in place in safe, sturdy secure manner so that they cannot work loose or fall or shift out of position during construction or occupancy of building as a result of vibration or other causes in normal use of building.



If, during performance of the work, any buildings, curbs, walks, road, storm water management pond work, or landscaping are damaged, repair or replace them to the satisfaction of Architect and the local jurisdiction at no additional cost to the Owner.

2.37. MATERIAL AND EQUIPMENT

All materials and equipment supplied for the work shall be new, of the best quality, and in accordance with the latest applicable specifications of the Canadian Standards Association.

The particular method, material, procedure or equipment specified in this tender shall be used as a standard.

A bidder may submit an alternative method, material, procedure, or equipment to that specified in the tender specifications. All alternatives shall be equal or superior to the standard specified in these tender documents. Alternates may not necessarily be accepted by the Architect.

The bidder who furnishes an alternative method, material, procedure, or equipment in place of the standard item specified shall furnish complete documented data including such information as chemical content and performance under laboratory tests which proves the quality and equality of the proposed alternative. This information shall accompany the bid. Note that the bidder who furnishes an alternative method, material, procedure, or equipment in place of the standard item specified is responsible that the alternative will work with the Architectural layout, equipment will fit in the provided space and any revisions that will be required will be at the bidder's cost.

In all cases where alternative methods, materials, procedures, or equipment are offered in response to this tender, the Board shall make the final ruling on their acceptability.

During and upon completion of the work, the Contractor shall remove from the premises all surplus materials, equipment and debris.

2.38. SUBCONTRACTORS

Unless otherwise stipulated in this RFT or any addenda thereto, the Bidder shall indicate the names and addresses of all nominated Sub-Contractors that it proposes to use in the provision of services and/or Work contemplated by this RFT.

The Board reserves the right to reject any Sub-Contractor so nominated, without penalty or liability to the Board of any kind whatsoever.

No change shall be made to the list of nominated Sub-Contractors after the closing time of the Tender, without the prior written approval of the Board, and only on such terms and conditions as the Board in the exercise of an absolute discretion may require.

Any Bidder requesting the Board's consideration of a change of Sub-Contractor shall be responsible for all costs of the Board to review, investigate and approve if acceptable such change, including but not limited to, all of the Board's internal staff costs and all legal, financial and Consultant costs.

Once final approval of Subcontractors is obtained, no change will be permitted by the Successful Bidder without prior written approval by the Board and Consultant.

The Board reserves the right to request proof of abilities of any subcontractor or a proponent proposing to complete work under their own forces prior to award. Contractors or subcontractors unwilling or unable to provide proof of competency may, at the sole discretion of the Owner, be rejected.

2.39. GENERAL TERMS AND CONDITIONS

The issuance of this bid document shall not constitute an obligation on the part of the Board to any proponent who submits a bid.

The laws of the Province of Ontario shall govern any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid document.

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

Some of the Board sites are equipped with video surveillance cameras.

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

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

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

The successful bidder(s) will be responsible for ensuring that regular supervision is maintained over all working personnel. It is the bidder's responsibility to ensure that all their activities are properly coordinated with the SCCDSB's operations and modify assignments as required.

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

The acceptance of the bid by the successful proponent(s) and the award of the contract contemplated by this bid document may be subject to approval of the Board of Trustees.

2.40. PERMITS

The Contractor will apply and pay for a building permit, if applicable. The Contractor is to obtain all other permits as required to complete the project, including but not limited to ESA, hot work permit etc.

2.41. MEETINGS

A Post Bid Meeting may be convened and chaired by the Board who will invite the Successful Proponent and their major Subcontractors (if applicable) to review the Contract Documents and Bid submitted. This meeting will be prior to the Board issuing a Letter of Intent or Contract. This meeting does not constitute or infer any contract award to the proposed contractor or any other contractor, nor that will the project proceed.

During the course of Work, scheduled progress meetings may be required at the call of the Project Leader.

2.42. WARRANTY

The vendor/contractor warrants that all goods/services, materials and equipment supplied under contract are free of all defects in manufacture and workmanship for a period of not less than 1 year from date of delivery, installation or performance (whichever is the later) whether or not any portion or trade has been sublet.

The vendor/contractor shall promptly remedy any defect or deficiency in any goods/services, materials and equipment supplied under contract to the satisfaction of the Board within seven (7) calendar days following notice to do so from the Board at no additional cost to the Board, unless otherwise specified.

In the event that the vendor/contractor doesn't not promptly honour the above warranties to the satisfaction of the Board, the Board may, at the sole cost of the vendor/contractor do whatever it deems necessary and advisable to remedy, rectify or replace the defective, deficient or non-compliant goods, services, materials



or equipment. The Board shall inform the vendor/contractor in advance of the approximate cost of such work to be done by the Board.

All goods/services and/or equipment furnished or supplied pursuant to the contract shall be installed or attached in such a manner as to preserve all manufacturers and vendor/contractor's warranties, which shall, together with all parts and components, become the property of the Board after the successful and satisfactory installation or attachment.

2.43. GUARANTEE

The vendor/contractor guarantees that all goods/services, materials, and equipment supplied under contract are new manufacture. The products must not contain re-manufactured parts and/or accessories and must not have been used under contract with any other customer(s) unless specified by the Board. The submissions will be of the latest design and technology at the time of submission by the vendor.

The vendor/contractor represents and warrants that the goods and/or services supplied pursuant to this bid will be manufactured and/or supplied under such conditions that do not contravene the Ontario Human Right Code or the minimum standards of Ontario workplace legislation and regulations or are otherwise unethical. In the event in the opinion of the Board, the bidder is in breach of the foregoing representation and warranty, the Board may cancel the award, or any such subsequent contract entered into between the Board and bidder pursuant thereto.

2.44. PROJECT SCHEDULE

The successful bidder will be required within one (1) week after award of a Letter of Intent to forward to the Consultant, a time schedule indicating construction sequences and all activities required in order to complete the work. This schedule is to be posted on site at all times. Schedule is to be updated on a bi-weekly basis.

Time is of the essence. Bidders are to include adequate manpower, overtime and shift work necessary to meet or improve the schedule, and to make up any time lost to weather or normal delays. Include travel, room and board costs for out of town workers, shop overtime and other premiums to expedite material and equipment, shipping premiums and any incentive costs required to meet the schedule.

When the Consultant deems that the Contractor's work has fallen behind schedule, the contractor will provide the necessary manpower and work the necessary overtime to bring the work back on schedule at no cost to the Owner.

Contractor shall commence shop drawings immediately once acceptance of tender has been given by Owner. A complete shop drawing and sample submission schedule is to be provided within seven days of tender award. This will be reviewed by Consultant.

2.45. SUPPLY OF CRITICAL MATERIALS

Submission of a Tender shall constitute the Proponent's agreement that they will commence work immediately upon award of the Contract, and that they will execute the same without interruption until completion, including the furnishing of all necessary supplies and equipment for winter operations. Contractor shall assure themselves before submitting a tender that they are in a position to furnish adequate supplies of all materials, critical or otherwise, at such times necessary to ensure immediate commencement of the work and continuous operation without delays on the project. The Contractor shall include in their tender amount, sufficient sums for the purchase of critical materials from any source available. After award of the contract, the Owner will not grant increases to the tender amount to obtain critical materials at premium prices, nor will delays or interruption of the work be tolerated.

2.46. HEALTH and SAFETY



The Occupational Health and Safety Act describes the responsibilities of an employer. The Board requires Contractors to maintain procedures, training, and enforcement so that the responsibilities are carried out in the workplace. The Contractor 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 staff employed or hired by the Contractor and working on the Board's premise 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.

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

The Contractor shall appoint a Competent Person as the Supervisor of this project. The Competent Person shall be as defined in Section 1 of the Occupational Health and Safety Act.

The successful Contractor 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.

All workplace injuries or accidents on Board property MUST be reported by the Contractor 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" must be reported to the Board's representative IMMEDIATELY.

2.47. ELECTRICAL AND SAFETY APPROVALS

All electrical/electronic components supplied by the vendor/contractor must be CSA, ULC and/or Ontario Hydro/Ontario Electrical Safety Authority approved. Appropriate labels must be affixed to the equipment prior to delivery. The vendor/ contractor is responsible for ensuring goods or services supplied to the Board must comply with the Occupational Health and Safety Act and Regulations of Industrial Establishments.

2.48. DESIGNATED SUBSTANCES

The contractor shall conduct work in recognition of the most current regulations related to Designated Substances. The contractor is required to review the site specific designated substances report to ascertain potential for exposure to designated materials and notify the board of instances where the scope of work under this contract will require remediation. If the report does not schedule designated materials in the attached report and should the contractor uncover material which is believed to be asbestos, work is to cease immediately and the Board staff are to be contacted immediately.

2.49. SAFE SCHOOL PROCEDURES

Contractor's staff is required to report to the main office of the site where work will be carried out during regular school hours and notify the school office staff of the purpose of the visit. The Contractor is required to adhere to all school specific procedures if applicable.

It is the responsibility of the Contractor's staff to sign in and sign out of the Log Book, which is located in the main office area, while performing their duties.

The following information must be recorded in a legible manner:

- Date
- Company Name
- Employee Name
- Employee Signature
- Reason for Visit
- Time Entering Building
- Time Leaving Building



2.50. HOISTING, SCAFFOLDS, ELEVATED WORK PLATFORMS

The Contractor is responsible for all hoisting and other equipment necessary to facilitate their work if required.

2.51. TEMPORARY POWER

A source of electric power will be designated by the Board. The Board will allow a tie-in connection with fuse or breaker protection for the Contractor's estimated load requirements. The Contractor must provide the power connections and all extensions from the point to the job site. All electrical connections and extensions must meet ESA requirements and must be approved by the Board. The Contractor's estimated load requirements must not be exceeded without the Owner's permission.

2.52. NOISE AND TRAFFIC CONTROL

Bidders shall comply with all applicable **noise by-laws** (or local requirements governing same) and traffic routing that may be in effect during the life of the Project.

This **may** limit some activities to restricted time periods. Where the schedule requires for after hour work, the Contractor shall include all costs associated with obtaining the necessary permits to work such time periods.

The Contractor shall be responsible for all costs associated with providing a traffic officer as necessary to facilitate construction.

2.53. SITE ACCESS AND EGRESS

Contractors will be required to sign out a master key and will be assigned an access code for the alarm system. Successful Contractor will be responsible for building security during working hours and locking up the facility at night, which includes setting the alarm.

Any false alarms generated by the Contractor's workforce will result in a back charge for the costs incurred to the Board.

The Contractor shall make good any damage to roads, curbs, sidewalks, fencing, or grass damaged by vehicles or equipment during the course of construction.

2.54. PARKING

Contractors must park within the designated areas and allow for provisions to and from the designated parking area onto the job site.

2.55. CONTRACTOR'S PERSONNEL

The Contractor shall, at its own expense, provide all the personnel required to take a proactive role in managing the project as it relates to their work and its coordination with other trades. This will include but is not limited to the following:

- Competent supervision of the work of the Contract and coordination with the work of other Subcontractors. This includes being responsible for and properly supervising any subcontractors of this subcontractor.
- All layout work required to complete the work of the trade contract.
- Competent supervision of the work of the trade contract to ensure work is done in accordance with the OSHA and any other applicable regulations.
- Expediting the procurement of material and equipment to ensure delivery by their required dates.
- Submission of Requests for Information where required in a timely manner and wherever possible providing the Board with information to assist in the answering of these requests.

- Submission in a timely manner of all required shop drawings and samples and assistance to the Board required to obtain approvals to suit the schedule. All shop drawings are to be reviewed by the Contractor prior to submitting for approval.
- Attendance at all construction coordination meetings when requested by the Board.
- Provision of all necessary information requested by the Board for cost control and billing purposes.
- Inspection of the work of the Trade Contract for defects and deficiencies and cooperation with the Board and other inspection authorities to allow their inspections to take place.
- Submission of pricing for all changes to the work within five (5) working days after receipt of change documentation including the breakdown and backup necessary to allow checking and approval.

2.56. CONTRACTED SERVICES PROGRAM

Contractors performing work on Board property must complete the Contracted Services Program. The Contracted Services Program is a joint program with Lambton Kent District School Board. This program has three basic components that must be met before the bid is awarded. Contractors who cannot meet the minimum requirements of this program will not be awarded this tender. Program information can be found on the Board's web site at www.st-clair.net or through the Board contact identified previously in this document. If the contractor has already been pre-qualified by LKDSB they must provide proof of completion. Identification badges can be used on SCCDSB or LKDSB property. All Insurance and WSIB certificates must be up to date under the Contracted Services Program.

2.57. 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.

2.58. 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 the Board. 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.

2.59. CONFIDENTIAL INFORMATION

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

- 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 fulfilment of any related subsequent agreement.
- Must be returned to the Purchaser upon request.

Except as provided otherwise in this request, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents' Proposals 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 Request for Tender process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

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 Bid Submission.

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

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

2.60. CONFLICT OF INTEREST

Proponents must declare all conflicts of interest or any situation that may reasonably be perceived as a conflict of interest in relation to the Project that exists now or may exist in the future. The Board, at its sole discretion, waives any and all actual, potential, or perceived conflicts of interest, on such terms and conditions and the Board, at its sole discretion, considers to be appropriately managed, mitigated, and minimized. In this regard the Board may require the Proponent to implement measures or take steps to manage or mitigate the impact of any actual, potential, or perceived conflict of interest.

2.61. COMPETITION ACT

Under Canadian Law, a Proponent's Bid Submission must be prepared without conspiracy, collusion, or fraud.

2.62. 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 Quotation 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 Bid, 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.

2.63. PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT

The Proponent represents and warrants that if the Proponent becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the bidder will be solely responsible with such legislation. Without limitation, the Proponent represents and warrants that if the Proponent is subject to the Personal Information Protection and Electronic Documents Act (PIPEDA) the Proponent shall ensure compliance of all PIPEDA Protected Information that the Bidder:

- Collects directly from the individuals or indirectly from the Board or others;

- Uses or discloses in the course of responding hereto or in performing its obligations under and subsequent agreement; or
- Transfers or discloses to the Board

2.64. BACKGROUND CHECKS

Under the “Collection of Personal Information Regulation”, made under the Education Act, the Board reserves the right to require that a criminal background check (at no cost to the Board) be conducted on, and/or an offence declaration obtained from, the Service Provider and/or his or her employees and sub-consultants/sub-contractors who are deemed by the Board to come into direct contact with pupils on a regular basis. As a condition to the Service Provider providing or continuing to provide services, the Board may require the replacement of an individual(s) employed/retained/contracted by the Service Provider (at no cost to the Board) if the individual:

- has prior convictions for offences under the Criminal Code (Canada) for which a pardon under section 4.1 of the Criminal Records Act (Canada) has not been issued or granted and which indicate that the individual could pose a threat to pupils, or
- has made a false Offence Declaration, and/or
- declines to provide a verification of criminal record.

The Board will ensure that personal information collected or conveyed to it under this regulation meets the requirements of the Municipal Freedom of Information and Protection of Privacy Act.

2.65. TRADE AGREEMENTS

Proponents should note that procurements within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement, within the scope of the Trade and Cooperation Agreement between Quebec and Ontario or any other applicable agreement not listed herein are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFT.

2.66. INTELLECTUAL PROPERTY

Proponents 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 from and/or developed pursuant to this Agreement shall remain the exclusive property of the Purchaser.

2.67. 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.

2.68. VENDOR PERFORMANCE

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.

2.69. 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 flood, fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond reasonable control of such party, then such party shall be excused from such performance of the contract for the duration of such cause.

If a force majeure event occurs which delays or threatens to delay performance of its obligations by a party, the party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or reduce the potential disruption and consequent losses.

In the event such inability to perform shall continue longer than 30 days, the Board may terminate the agreement without further liability or cost of any kind by giving written notice to the other party.

2.70. TERMINATION OF CONTRACT

Either party may terminate the Agreement on written notice to the other where such other party neglects or fails to perform or observe any material term or obligation of the Agreement and such failure has not been cured within 30 Days of written notice being provided.

If the Proponent fails 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.

The Board shall be entitled to terminate the Agreement immediately, without liability, cost, or penalty on written notice to the Proponent:

- if any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against the Proponent or its property;
- if the Proponent makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal, or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- following the occurrence of any material change in the Board's requirements which results from a regulatory or funding changes, or recommendations issued by a Governmental Authority;
- in the event of a breach of the representation regarding conflict of interest;
- in the event of a misrepresentation or material breach;
- if the proponent uses, destroys, exploits, or discloses any Board Confidential Information to any Personal Information contrary to this Agreement; and
- in accordance with any provision of the Agreement that provides for early termination;
- The Board reserves the right to terminate the Agreement, without cause, upon sixty (60) days' prior written notice to the Proponent.
- The Board shall be liable to the Vendor only for the payment of Deliverable(s) supplied and accepted up to the date of termination.
- The Board, at its sole and unfettered discretion, may extend the timelines for termination if it is deemed to be in the Board's best interest to do so.
- Any termination of the Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such termination.



[End of Part 2]