

Lighting the Way ~ Rejoicing in Our Journey

**TENDER NUMBER: 031-2019** 

Snow Clearing, Removal, & Ice Management Services

Various Locations

**Submission Deadline and Location:** 

Thursday, August 29, 2019 2:00:00 PM Local Time Reception Desk, Catholic Education Centre 420 Creek Street, Wallaceburg, ON N8A 4C4



#### 4. IMPORTANT DATES

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:	Wednesday, August 7, 2019	
Last day to submit questions:	Tuesday, August 20, 2019 @ 12:00 PM	
Responses to Questions Provided:	Thursday, August 22, 2019	
Closing Date and Time:	Thursday, August 29, 2019 @ 2:00:00 PM	

## 5. RFT CONTACT

Tony Prizio, Supervisor – Procurement

St. Clair Catholic District School Board

420 Creek Street, Wallaceburg, ON

P: (519) 627-6762 x10256

E: tony.prizio@st-clair.net

# 6. 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.

## 7. SCOPE OF WORK

The St. Clair Catholic District School Board (Board) is seeking a Contractor(s) to provide all of the necessary materials, equipment and labour to prove snow clearing, removal, and ice management services for various locations within the Municipality of Chatham Kent and the County of Lambton

The Instructions to Bidders identifies the work to be performed in the Contract and takes priority if there is a conflict within the Bid Documents. The detailed scope of work, specifications, and drawings are outlined in Appendix C – Scope of Work & Specifications and Appendix D – Snow Plans.

#### 8. CONTRACT DURATION

The Term of the Agreement is intended to be for a period of three (3) years. The Board shall have the option to extend the agreement for an additional two-year extension. The successful proponent(s) will be notified no later than July 31, 2022 if the extension will be exercised for the 2022-2023 and 2023-2024 school years. The contract term including extensions shall not extend beyond August 31, 2024.

# 9. BID SUBMISSION

Bids shall be submitted with the project clearly identified on the sealed envelope:

Bid Package #: 031-2019 - Snow Clearing, Removal, & Ice Management Services

The sealed Bid Submission must be returned to:



#### 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 26 elementary schools and 2 secondary schools within the Municipality of Chatham-Kent and County of Lambton.

#### 2. PURPOSE

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

# 3. <u>DEFINITIONS</u>

The following words are used throughout the bid document and proponents should note these conditions when completing their bid submission.

The word "MUST" shall mean proponents "must" include the required information in the bid submission. Failure to include the required information will deem the submission informal.

The word "SHOULD" shall mean proponents "should" include the required information in the bid submission.

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

The word "PROPONENT" means an entity that submits a bid in response to this tender document, as the context may suggest, refers to a potential Proponent.

The word "SUBCONTRACTOR" means the subcontractor and/or business who contracts to provide some service or material necessary for the performance of another's contract.

The word "QUALIFIED" shall mean a proponent who is compliant and has included the required information in their bid submission.

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

"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" means all of the documentation and information submitted by a Proponent in response to this request.

"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.

The word "PROPONENT" means an entity that submits a bid in response to this tender document, as the context may suggest, refers to a potential Proponent.



#### Catholic Education Centre, 420 Creek St. Wallaceburg, ON N8A 4C4

Attention: Tony Prizio, Supervisor - Procurement

Bids MUST be received no later than the date and time specified section 4. IMPORTANT DATES. Any bid submissions received after the deadline will be returned unopened to the bidder.

The Board will not take any responsibility for late submissions due to postal delay through Canada Post or other courier services.

Bids shall be filled out in ink or typed, signed in longhand by a duly authorized company official (having authority to bind) and sealed. One original of the fully completed Bid Form must be submitted. Failure to provide all of the requested information on the Bid Form may result in disqualification of the bid.

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

After bid closing all submissions will be reviewed by the Board's evaluation team.

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

### 10. CONTRACT PRICING

Proponents must complete the Bid Form. Prices must include all travel, reimbursements, delivery (FOB Destination).

All charges must include the cost of the product or service. Prices quoted must be for products or services exactly as specifies, unless otherwise noted.

Prices must remain in force for the initial term of the contract. If the contract extension is exercised, prices will be based on the pricing submitted on the Bid Form for the optional term extension. Any price increases related to a change in scope must be submitted in writing and are subject to the approval of the SCCDSB.

## 11. QUESTIONS AND REQUESTS FOR CLARIFICATION

Proponents finding discrepancies, ambiguities or omissions 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. Questions must be received by the date and time specified in the RFT Document

All questions to be addressed in writing to: Tony Prizio, Supervisor - Procurement

St. Clair Catholic District School Board
E-mail: tony.prizio@st-clair.net
CC: victoria.iaccino@st-clair.net

## 12. ADDENDA

Proponents may also, 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.

If an addendum is issued, the document(s) will be made available to Proponents through the same platform that the original RFT documents were issued. Proponents are responsible for verifying before submitting its response that it has received all addenda that may have been issued.

#### 13. WITHDRAWAL OF SUBMISSION



A Proponent may alter, amend, or withdraw a submitted proposal if such request is received in writing by the contact person for this RFT prior to the closing date and time specified in this document. The last submission shall supersede and invalidate all previous submission by that Proponent as it applies to this bid. Such requests received after the closing date and time will not be permitted.

#### 14. 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 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.

#### 15. CANCELLATION

The Board may cancel this RFT at its discretion at any time prior to an award. The Board may do so without providing reasons and issue a new request for tender, request for qualifications, or do nothing.

# 16. <u>CLARIFICATION</u>

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.

# 17. 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-compliancy 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.

## 18. <u>ERRORS AND OMISSIONS</u>

The Board will not be held liable 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.

# 19. **DOCUMENT AVAILABILITY**

RFT documents are available on the Board's Website www.st-clair.net under Bid Opportunities or on Biddingo www.biddingo.com.

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

## 20. 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.

## 21. VOLUNTARY ALTERNATE & SEPARATE PRICES

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. Alternative proposals are encouraged and should be identified in the bid. 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

# 22. BID INELIGIBILITY

Bids that are unsigned, improperly signed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the Owner, be declared informal.

Bids with Bid Forms and enclosures which are improperly prepared may, at the discretion of the Owner, be declared informal.

Bids based on prices seeming to be so unbalanced as to adversely affect the interests of the Owner may, at the discretion of the Owner, be declared informal.

Bids that do not include Proof of Insurance may, at the discretion of the Owner, be declared informal.

# 23. 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 to enter into a contract. In the event of a tie, a coin flip conducted by the Supervisor – Procurement (or designate) with a minimum of one other Board staff will determine 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.

#### 24. 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.

#### 25. 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 Supervisor – Procurement 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.

#### 26. EXAMINATION OF SITE & SITE VISIT

In submitting a bid, it will be assumed that the bidders have carefully examined the drawings and site and have included in the bid price the complete cost of the work contemplated by the drawings and specifications and other bid documents.

### 27. <u>INVOICING & PAYMENT</u>

The Board shall pay by electronic funds transfer (EFT), P-Card, or cheque within thirty (30) days after the receipt of a proper invoice. Invoices will be reviewed and certified by the Board's Consultant, if applicable, before the invoice is processed for payment. Invoices must include all back-up material for time and material charges, disbursements, and other fees. There must be a corresponding fob swipe for each date invoiced. Failure to fob at each site may result in a reduction of fees paid, at the sole discretion of the Board. Please make reference to the Purchase Order number on the invoice.

Invoices should be sent digitally to <u>facility.services@st-clair.net</u>. Digital invoices will be processed as an original. Please do not send duplicate copies by mail.

## 28. <u>TAXES</u>

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 <u>not</u> to be included in the bid. The H.S.T. amount and the Bidder's <u>H.S.T. Registration Number</u> are to be indicated on the Bid Form in the spaces provided.

# 29. 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.

# 30. <u>SUBCONTRACTORS</u>

The successful Proponent(s) may not, at any time, subcontract any portions of its contract with the Board nor shall it assign the contract without the written permission of the Board. The successful Proponent(s)



must not, at any time, change subcontractors approved by the Board without the written permission of the Board.

### 31. GENERAL TERMS AND CONDITIONS

The issuance of this tender shall not constitute and 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.

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 tender 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.

# 32. BONDING (NOT REQUIRED)

On bids exceeding \$100,000.00 (inclusive of all taxes) the following tender security / bonding is required and must accompany the bid:

- **■** Agreement to Bond: 50% Performance
- Agreement to Bond: 50% Labour and Material Payment Bond
- Bid Bond: 10% of the bid price, payable to the St. Clair Catholic District School Board

Only bond and agreements to bond issued by a licenced Canadian surety company authorized to do business in the Province of Ontario will be accepted. Upon request, the successful Bidder will be required to present the bonds to the Purchasing Department. Failure to provide the proper surety to the Board upon award will result in rejection of that Bid. The cost of bonding shall be included in the Bid price and identified on the Tender Form, if applicable.

#### 33. INSURANCE

Contractor must maintain, at the Contractor's expense for the entire term of the Contract or as otherwise required. All insurance as set out below:

 The successful Contractor shall provide the Board with proof of insurance for Comprehensive General Liability and Property Damage with a limit of not less than \$2,000,000.00 (two million dollars) before an award is made.



- The successful Contractor 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) before an award is made.
- The Contractor 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 party of the proponent or any of its representatives, employees, or subcontractors in the execution of the work preformed or by way of ownership or operation of an automobile.
- The successful Contractor 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 Contractor must name the St. Clair Catholic District School Board as additional insured on their insurance policies.

### 34. WORKPLACE SAFETY INSURANCE BOARD (WSIB)

Contractor must furnish a copy of Workplace Safety and Insurance Board Clearance Certificate of good standing, "Section 748" of the Workplace Safety and Insurance Act before an award is made.

### 35. MEETINGS

A Post Bid Meeting may be convened and chaired by the Board who will invite Contractor to review the Contract Documents and Bid submitted. 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 Custodial Supervisor.

### **36. GUARANTEE**

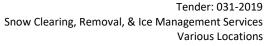
The guarantee shall be for a period of 1 year from and after completion of the entire job and acceptance thereof by the Board unless a different period of time is specified with the Board's approval. The Contractor's guarantee shall cover all work under the Contract whether or not any portion or trade has been sublet.

The Contractor agrees to correct promptly, at the Contractor's own expense, defects or deficiencies in the Work which appear prior to and during the period of guarantee, or such longer periods as may be specified for certain products or work.

If the Contractor fails to make any replacements or repairs required hereunder, after notice from the Board and reasonable opportunity to do so, the Board may have such work done at Contractor's expense, including all necessary labour costs in connection therewith. Board shall inform Contractor in advance of the approximate cost of such work to be done by the Board.

### 37. 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 <u>must</u> 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 <u>www.st-clair.net</u> 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. <u>All Insurance and WSIB certificates must be up to date under the Contracted Services Program</u>.

### 38. 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.

#### 39. 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.

#### 40. 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

### 41. HOISTING, SCAFFOLDS, ELEVATED WORK PLATFORMS

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

## 42. 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.

# 43. NOISE AND TRAFFIC CONTROL

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

This <u>may</u> 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.

#### 44. <u>SITE ACCESS AND EGRESS</u>

Contractors will be required to sign out a key that allows access to fenced areas. The Successful Contractor will be responsible for securing the areas once work is complete.

### 45. PARKING

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

#### 46. <u>CONTRACTOR'S PERSONNEL</u>

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 OHSA 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.

#### 47. 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.

#### 48. CANADA'S ANTI-SPAM LEGISLATION

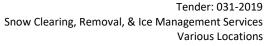
Please note that vendors are required to comply with all applicable laws, including CASL, in providing goods or services to the Board. This also extends to communications sent on the Boards behalf. The successful proponent(s) will be required to indemnify the Board for any failure by the successful proponent(s)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

## 49. 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.

# 50. 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.

#### 51. TRADE AGREEMENTS

Proponents should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement 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.

#### 52. 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.

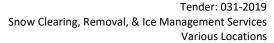
# 53. VENDOR PERFORMANCE

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.

### 54. 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.

The Board shall be entitled to terminate the Agreement, without liability, cost, or penalty:



ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD
Lighting the Way - Rejoicing in Our Journey

- On written notice to the Proponent, if any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against the Proponent or its property;
- On written notice to the Proponent, 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;
- Or at any time, without cause, by giving the Proponent at least 60 Days written notice.

# **END OF INSTRUCTIONS TO BIDDERS**



# APPENDIX A: Bidder's Response Guide

Each bid submission should be structured using only the criteria identified in this bid document.

- 1. Ensure you have read and understood all bid documents.
- 2. A complete and signed copy of APPENDIX B: Bid Form <u>must</u> be included for your bid submission to be accepted.
- 3. Proof of WSIB Coverage and proof of insurance <u>must</u> be supplied before an award is made.
- 4. Bidders <u>must</u> provide one signed copy of the bid documents.
- 5. Supplemental material will not qualify as substitutes for direct responses to the bid's requirements, except for specifically requested material.
- 6. The successful contractor must be prequalified under the contracted services program before an award is made.



## **APPENDIX B: Bid Form**

Submitted By (Company):	
То:	St. Clair Catholic District School Board

# 031-2019 Snow Clearing, Removal, and Ice Management Services

I hereby acknowledge and agree that I have read and completed all Contract Terms and Conditions and Appendices.

I understand it is the SCCDSB's intention that this tender and the successful proponent(s)'s returned tender submission will form the basis of the proposed contract. All of the terms and conditions of this Tender must be accepted by the proponent(s) and incorporated into the proponent(s) Tender submission. It is the SCCDSB's intention to use a Purchase Order when establishing a contract with the successful proponent(s).

Acknowledgement of Addenda	through

### **B1.** Bid Price

The Drawings, Specifications and other Contract Documents for this Project have been examined, as well as the premises and job site conditions affecting the work. The undersigned hereby offers to complete the work in accordance with the Contract Documents. Prices listed on this Bid Form are in Canadian funds EXCLUDING HST. HST will be added to the bid price.

In submitting this Bid, the undersigned recognizes and accepts the right of the Owner to accept any Bid, which is deemed the most advantageous to the Owner, (or any part thereof), at the price submitted, or to reject any or all Bids. Acceptance of the Bid and/or award of the contract is subject to the approval of the Board. In the event that a discrepancy arises between the written bid price and the associated numerical price, the written bid price will be deemed to be correct.

Bids should be structured in the following format and recorded in the tables below:

- (A) Clear Snow and Salt Lots: Price to service areas identified as "CONTRACTOR SNOW REMOVAL" in Appendix D: Snow Plans
- (B) Clear Snow and Salt Sidewalks: Price to service areas identified as "WALKWAY REMOVAL" in Appendix D: Snow Plans
- (C) Clear Snow and Salt Playgrounds: Price to service areas identified as "PLAYGROUND REMOVAL in Appendix D: Snow Maps
- (D) Clear Snow and Salt Supplementary Areas: Price to service areas identified as "SUPPLEMENTARY REMOVAL" in Appendix D: Snow Maps

Bidders may choose to bid on all or some locations. Clearly identify which locations are not being bid on by entering "No Bid" or striking out the box.



# Table 1: Pricing - South Locations - Initial Term September 2019 - August 2022

		Α	В	С	D
Location	City	Clear Snow and Salt – Lots	Clear Snow and Salt - Sidewalks	Clear Snow and Salt - Playgrounds	Clear Snow and Salt – Supplementary Areas
Catholic Education Centre	Wallaceburg				
Christ the King Catholic School	Wallaceburg				
Georges P. Vanier Catholic School	Chatham				
Good Shepherd Catholic School	Thamesville				
Holy Family Catholic School	Wallaceburg				
Monsignor Uyen Catholic School	Chatham				
Our Lady of Fatima Catholic School	Chatham				
St. Agnes Catholic School	Chatham				
St. Anne Catholic School	Blenheim				
St. Elizabeth Catholic School	Wallaceburg				
St. Joseph Catholic School	Chatham				
St. Joseph Catholic School	Tilbury				
St. Michael Catholic School	Ridgetown				
St. Ursula Catholic School	Chatham				
St. Vincent Catholic School	Chatham				
St. Angela Merici Catholic School	Chatham				
Ursuline College Secondary School	Chatham				



# Table 2: Pricing - North Locations - Initial Term September 2019 - August 2022

<b>Company Name:</b>	
· ·	

		Α	В	С	D
Location	City	Clear Snow and Salt – Lots	Clear Snow and Salt - Sidewalks	Clear Snow and Salt - Playgrounds	Clear Snow and Salt – Supplementary Areas
Gregory A. Hogan Catholic School	Sarnia				
Holy Rosary Catholic School	Wyoming				
Holy Trinity Catholic School	Sarnia				
Sacred Heart Catholic School	Port Lambton				
Sacred Heart Catholic School	Sarnia				
St. Anne Catholic School	Sarnia				
St. John Fisher Catholic School	Forest				
St. Joseph Catholic School	Corunna				
St. Matthew Catholic School	Sarnia				
St. Michael Catholic School	Bright's Grove				
St. Peter Canisius Catholic School	Watford				
St. Philip Catholic School	Petrolia				
St. Patrick's High School	Sarnia				



# Table 3: Pricing - South Locations - Optional Extension September 2022 - August 2024

Company Name:	

		Α	В	С	D
Location	City	Clear Snow and Salt – Lots	Clear Snow and Salt - Sidewalks	Clear Snow and Salt - Playgrounds	Clear Snow and Salt – Supplementary Areas
Catholic Education Centre	Wallaceburg				
Christ the King Catholic School	Wallaceburg				
Georges P. Vanier Catholic School	Chatham				
Good Shepherd Catholic School	Thamesville				
Holy Family Catholic School	Wallaceburg				
Monsignor Uyen Catholic School	Chatham				
Our Lady of Fatima Catholic School	Chatham				
St. Agnes Catholic School	Chatham				
St. Anne Catholic School	Blenheim				
St. Elizabeth Catholic School	Wallaceburg				
St. Joseph Catholic School	Chatham				
St. Joseph Catholic School	Tilbury				
St. Michael Catholic School	Ridgetown				
St. Ursula Catholic School	Chatham				
St. Vincent Catholic School	Chatham				
St. Angela Merici Catholic School	Chatham				
Ursuline College Secondary School	Chatham				



# Table 4: Pricing - North Locations - Optional Extension September 2022 - August 2024

		Α	В	С	D
Location	City	Clear Snow and Salt – Lots	Clear Snow and Salt - Sidewalks	Clear Snow and Salt - Playgrounds	Clear Snow and Salt – Supplementary Areas
Gregory A. Hogan Catholic School	Sarnia				
Holy Rosary Catholic School	Wyoming				
Holy Trinity Catholic School	Sarnia				
Sacred Heart Catholic School	Port Lambton				
Sacred Heart Catholic School	Sarnia				
St. Anne Catholic School	Sarnia				
St. John Fisher Catholic School	Forest				
St. Joseph Catholic School	Corunna				
St. Matthew Catholic School	Sarnia				
St. Michael Catholic School	Bright's Grove				
St. Peter Canisius Catholic School	Watford				
St. Philip Catholic School	Petrolia				
St. Patrick's High School	Sarnia				



# **B2.** Pricing – Unit Prices

Cost

Salt Bin Standard Capacity: cubic feet	
Harmonized Sales Tax (HST)	
The bidder shall not include the applicable HST in the bid price. The successful contractor will indicate on each application for payment as a separate amount the appropriate HST the Owne obliged to pay.	
HST Registration Number:	

# **B4.** Equipment List

B3.

Equipment Type (ex. plow, loader, dump truck, etc.)	Quantity	Age (years)	Owned or Leased/Rented

Please use an additional page if more lines are needed



# **B5.** Agreement of Terms

This page must be signed below and returned with your submission for your tender to be accepted.

I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:

Company:	
Address:	
Name:	
Title:	
Signature:	Date:
Phone:	Fax:
Email:	

Please refer to Appendix A: Bidder's Response Guide to ensure you include all necessary documentation with your bid submission



#### **APPENDIX C: Scope of Work and Specifications**

### C1. OVERVIEW

Supply of all labour, materials, and equipment to perform snow clearing, removal, and ice management services for the St. Clair Catholic District School Board in accordance with these Tender documents.

Proponents are responsible for visiting and examining the areas they are submitting a bid for to obtain clear and comprehensive knowledge of the conditions and limitations existing.

Proponents shall carefully examine the site of the work and shall investigate the nature of the work to be undertaken, the means of access, the obstacles to be met with, the rights and interests which may be interfered with during the performance of the work, the extent and quantity of the work and all matters which are referred to in the document, or which are necessary for the full and proper completion of the work and conditions under which it will be performed, and shall acquaint themselves with all By-laws, Acts, Ordinances, Rules, Regulations and Codes, that may affect the work of the Contract.

#### C2. LIST OF BOARD FACILITIES

The Board retains the right to add or remove sites from the list below as a result of school closings or opening without penalty or liability to any proponent.

CHATHAM – KENT LOCATIONS			
ELEMENTARY	CITY	ADDRESS	POSTAL CODE
Christ the King Catholic School	Wallaceburg	227 Thomas Avenue	N8A 2B9
Georges P. Vanier Catholic School*	Chatham	20 Cecile Avenue*	N7M 2C3
Good Shepherd Catholic School	Thamesville	4 Edith Street	NOP 2KO
Holy Family Catholic School	Wallaceburg	649 Murray Street	N8A 1W1
Monsignor Uyen Catholic School*	Chatham	255 Lark Street*	N7L 1G9
Our Lady of Fatima Catholic School	Chatham	545 Baldoon Road	N7L 5A9
St. Agnes Catholic School*	Chatham	55 Croydon Street*	N7L 1L5
St. Anne Catholic School	Blenheim	183 Snow Avenue	NOP 1A0
St. Elizabeth Catholic School	Wallaceburg	1350 Bertha Street	N8A 3K4
St. Joseph Catholic School*	Chatham	25 Raleigh Street*	N7M 2M6
St. Joseph Catholic School	Tilbury	43 St. Clair Street	NOP 2LO
St. Michael Catholic School	Ridgetown	25 Maple Street S.	NOP 2CO
St. Ursula Catholic School*	Chatham	426 Lacroix Street*	N7M 2W3
St. Vincent Catholic School*	Chatham	9399 McNaugton Line East*	N7M 5J7
St. Angela Merici Catholic School**	Chatham	801 McNaugton Ave W**	N7L 5P7
SECONDARY	CITY	ADDRESS	POSTAL CODE
Ursuline College Secondary School	Chatham	85 Grand Avenue West	N7L 1B6
ADMIN BUILDINGS	CITY	ADDRESS	POSTAL CODE
Catholic Education Centre	Wallaceburg	420 Creek Street	N8A 4C4



LAMBTON COUNTY LOCATIONS			
ELEMENTARY	CITY	ADDRESS	POSTAL CODE
Gregory A. Hogan Catholic School	Sarnia	1825 Hogan Street	N7S 6G9
Holy Rosary Catholic School	Wyoming	715 London Street	NON 1TO
Holy Trinity Catholic School	Sarnia	60 Lorne Crescent	N7S 0C3
Sacred Heart Catholic School	Port Lambton	434 John Street	NOP 2B0
Sacred Heart Catholic School*	Sarnia	1411 Lecaron Avenue*	N7V 3J1
St. Anne Catholic School	Sarnia	1000 Rapids Parkway	N7S 6K3
St. John Fisher Catholic School	Forest	44 Main Street N.	NON 1JO
St. Joseph Catholic School	Corunna	535 Birchbank Drive	N0N 1G0
St. Matthew Catholic School	Sarnia	720 Elm Street	N7T 4H3
St. Michael Catholic School	Bright's Grove	1930 Wildwood Drive	NON 1CO
St. Peter Canisius Catholic School	Watford	424 Victoria Street	N0M 2S0
St. Philip Catholic School	Petrolia	420 Queen Street	NON 1RO
SECONDARY	CITY	ADDRESS	POSTAL CODE
St. Patrick's High School	Sarnia	1001 The Rapids Parkway	N7S 6K2

<sup>\*</sup> Schools noted with this symbol have been part of an accommodation review and may be closed or sold before the completion of this contract. Exact dates have not been determined.

#### C3. REQUIREMENT FOR MEETING AFTER AWARD

- Upon award, the successful proponent must arrange a meeting with the Custodial Supervisor for each site award to set up a meeting with principal of each school to review the snow plans and discuss what trouble spots may be encountered. Such meetings will be required each contract.
- 2. At the time of the meeting, the successful proponent, principal or Board designate will review the site and note any and all damages on the snow plan prior any snow clearing, removal, or ice management. This include photos of current conditions. Each snow plan must be signed by the proponent and Board designate. Copies of initialled site plan shall be retained by the proponent and Board. The same process should be followed when the scope of work changes at a particular site.
- 3. Provide an email address for regular communication and at least two emergency phone numbers for snow clearing staff.
- 4. Key fobs will be issued to successful proponents. The fobs do not open doors, however shall be scanned upon arrival and when leaving each and every site.

### C4. SNOW CLEARING, REMOVAL, ICE MANAGEMENT GENERAL TERMS

1. Provide all labour, equipment, transportation, and materials for the complete service of snow and ice management at locations shown on Drawings seven (7) days each week, subject to any site specific requirements listed in this tender document or additional requirements as agreed upon between the successful proponent and the Board.

<sup>\*\*</sup> St. Angela Merici Catholic School is currently under construction and is expected to open September 2020. The successful proponent will not be responsible for snow clearing, removal, and ice management services at this site until September 2020 or as otherwise notified by the Board.



- 2. Provide snow and ice management services for all the areas indicated on the individual school snow plans.
- 3. Provide snow and ice management services to all municipal sidewalks adjacent to the property as identified on each school's snow plans.
- 4. Snow plow paved surfaces to provide vehicular access to portables and clear all areas between and around portables for pedestrian access as identified...
- 5. Maintain all designated areas in <u>substantially bare pavement condition</u>, including salting required to remove ice patches that might occur due to melting and freezing snow accumulations, freezing rain, etc.
- Building entrances and sidewalks are to be cleared of all snow. If clearing cannot be completed thoroughly with a machine, then the proponent shall clear the areas by hand.
- 7. Bus loading zones, including boulevards between sidewalks and street curbs are to be cleared as indicated on the snow plans.
- 8. It is the responsibility of the proponent to be constantly informed of current weather forecasts in order to pro-actively respond to snow clearing, removal, and ice control demands. Board representatives should not have to contact the proponent to attend to any services included this Contract.
- 9. When it is required for Board representatives to contact the proponent (due to unforeseen circumstances) the proponent shall be on site with the necessary equipment within one (1) hour of the initial contact. Communications between the successful proponent and the Board must be conducted in accordance with section C11. COMMUNICATION GUIDELINES.
- 10. The proponent shall at all times take all reasonable and required measures, including those required by the authorities having jurisdiction, to protect the public and those employed in the work from bodily harm, to protect adjacent public and private property and to protect the Board's property in the performance of the work.
- 11. Clear the area surrounding all fire hydrants and ensure that catch basins are free of ice and snow.
- 12. Make full restitution for all such harm and damage and make good all damage resulting from snow clearing services.
- 13. Proponents must comply with all relevant policies, By-laws, Acts, Ordinances, Rules, Regulations and Codes.

### C5. SCHEDULE

For each year of the Agreement, the proponent shall adhere to the following schedule:

- 1. Snow removal and ice management activities will be from November 1<sup>st</sup> to March 31<sup>st</sup> unless otherwise requested by the Board's Custodial Supervisor or designate.
- 2. Clear snow and ice no later than 6:00 a.m. each school day, and between the hours of 8:00 a.m. and 10:00 p.m. on weekends, at all sites, to provide clear and safe access to each location without any prior notification by Board representative(s). For any reason whatsoever that snow cannot be removed from any location(s) by 6:00 a.m. the proponent is to notify the Board representative by email (or phone if an emergency) identifying the location(s) as soon as possible and no later than 5:00 a.m.



- 3. At all times, begin snow and ice management measures immediately following a snowfall, or if more snow has accumulated, or when ice due to melting snow, ice storms or other causes creates a dangerous or slippery condition.
- 4. When school is in session, the proponent must coordinate snow clearing and removal activities with the school principal (or designate). Under no circumstances whatsoever will snow clearing and removal activities be permitted when students are outside the school (recess, lunch time, or one half hour before and after school day commences).
- 5. Snow clearing, removal, and ice management services may not be conducted on lots beside churches while Mass is in progress.
- 6. Snow clearing, removal, and ice management services will be provide on a request basis during Christmas Shutdown and March Break.

### C6. SNOW CLEARING

- Snow must be cleared as per snow plans provided in Appendix D: Snow Plans. Plans may
  be updated from time to time for accuracy. The proponent will have to provide
  acknowledgement of any changes to drawings.
- 2. Pile snow on site only in designated areas.
- 3. Plowed snow shall not be deposited on accessible parking spaces, catch basins, manholes, valve chambers, or drainage ditches. Ensure that fire hydrants are clear and accessible at all times. Repair any damage to fire hydrants. Remove snow placed in these locations at no additional cost to the Board.
- 4. Snow is not to be piled on sidewalks, parking lots, shrubs, trees, building entrances, between portable classrooms, against fences or residential properties adjacent to the school property.
- 5. Salting is to be done each time plowing is performed.
- 6. Do not pile snow up in excess of 5 feet high. Distribute snow in designated areas, ensure no hazards exist, and sightlines are not blocked.
- 7. Access lanes to dumpsters, recycling bins, and other refuse containers must have snow and ice cleared a minimum of 10 feet wide.
- 8. Fire lanes must be cleared a minimum of 30 feet wide.
- 9. Provide snow and ice removal to all municipal sidewalks adjacent to the property as identified on each school's snow plans.
- 10. Clearing of sidewalks (both municipal and those on Board property, if applicable) shall be performed using specialized equipment, such as narrow vehicles with plows, snow blowers, walk-behind mechanical snow shovels, manual snow shovels, etc. Vehicles with an axle width greater than five feet are not acceptable for clearing sidewalks.
- 11. When clearing from entrances or access points to dumpsters, recycle bins, etc., snow is not to be pushed into, but rather back-dragged, to prevent build-up of ice and snow. Areas for piling are shown on the drawings.

#### C7. SNOW REMOVAL

1. Provide or have access to an authorized dump site for occasional hauling of snow, when snow mounds exceed acceptable levels or when there is insufficient storage area on site as so determined by the Custodial Supervisor.

## C8. ICE CONTROL



- 1. Supply the course crushed salt required for effective control of ice due to melting snow, ice storms, or other causes that will create a dangerous or slippery condition.
- 2. Salt application is a safety issue. Both the SCCDSB and the contractor will work together to provide a safe surface for pedestrians and vehicles and, in this regard, will assess the quantity and quality of salt to be applied.
- 3. Any excess accumulation or accidentally dumped salt, as determined by the Board, must be immediately removed by the proponent at no additional cost to the Board.
- 4. Proponents must provide salt bins for each awarded site and shall be placed on site in the locations specified on the drawings. The proponent shall maintain an adequate level of salt and not allow salt bins to become depleted. Salt bins must be removed each year by the proponent and stored off site.

### C9. SPRING CLEAN UP

- 1. Clean all areas of accumulated debris (i.e. gravel, stone, dirt) where snow has been piled and dispose of offsite. Cleaning will be performed by April 30th of each year.
- Repair any damages caused by snow clearing, removal or ice management operations to Board standards including but not limited to fencing, curbs, and poles by April 30th of each year.
- 3. Perform cleaning and repair operations on weekends, vacations, professional development days or after school hours.
- 4. Cleaning may be provided during school hours only if prior arrangements have been made and authorized with the school principal or Custodial Supervisor.

### C10. EQUIPMENT

The successful proponent shall supply all equipment necessary to perform the work to the satisfaction of the Board. All equipment shall be of an industrial/commercial type and must be in good running conditions at all times.

- The proponent shall specify in their bid submission in the various types of equipment that are available to service this Contract. The Board retains the right to request proof of ownership, licensing, capabilities, and weights to be identified prior to award of Contract.
- 2. All equipment shall be reliable and in good working order in accordance with the manufacturer's recommendations as not to delay or hinder the performance of the Contract. Equipment used on the Contract shall be suitable for the purpose intended. (Example a 10 foot wide snow plow is not to be used on a 5 foot side walk). Machinery should only be operated with rubber tires only to not damage school property.
- 3. The successful proponent is responsible for determining the suitability of equipment used and for any damaged caused. Sidewalks are to be cleared with equipment not heavier than a standard ½ ton pick-up truck.
- 4. The Board reserves the right to determine if the equipment is sufficient enough to do a proper job. Failure to provide proper equipment listing in the bid submission may deem the Board to reject your bid.

#### C11. COMMUNICATION GUIDELINES



- 1. Preferred method of communication between the Board and the proponent is electronic/ written (email or text) for regular communications and by phone in the event of an emergency.
- 2. Proponent shall monitor lines of communication to provide quick response or dispatch.
- 3. The Custodial Supervisor will address any complaint of quality workmanship issues directly with the proponent.
- 4. The Custodial Supervisor shall notify the proponent with approval for any optional work included in this contract or additional work beyond the scope of this agreement. Any work performed by the proponent outside the scope of services within this Agreement will be communicated through a work order.
- Principals or designate shall notify the contractor of any missed/ neglected work or immediate safety issues.
- 6. Administrative contact: (all locations):

Erin Barrington erin.barrington@st-clair.net; 519 627-6762 x 10203

7. Emergency Contacts: to be contacted in descending order:

SOUTH LOCATIONS Chatham-Kent and Surrounding Area			
NAME EMAIL PHON			
Diana Stephenson	diana.stephenson@st-clair.net	519-401-5412	
Damon Srokosz	damon.srokosz@st-clair.net	519-359-1572	
Paul Lernout	paul.lernout@st-clair.net	519-360-6262	
Tony Montanino	tony.montanino@st-clair.net	519-381-1777	

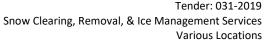
NORTH LOCATIONS Sarnia-Lambton and Surrounding Area			
NAME	EMAIL	PHONE	
Gabe Lacroix	gabe.lacroix@st-clair.net	519-330-9793	
Damon Srokosz	damon.srokosz@st-clair.net	519-359-1572	
Juan Galindo	juan.galindomorales@st-clair.net	226-402-4824	
Tony Montanino	tony.montanino@st-clair.net	519-381-1777	

### C12. PERFORMANCE MONITORING

Snow removal is an essential service required by law for safety to allow access of emergency vehicles and school buses to and from site. Each proponent's performance will be monitored. A neglect of service will not be tolerated. If the proponent neglects or otherwise fails to perform any provision of this contract, the Board will, without written notice to the proponent and without prejudice to any other remedy available make good such deficiencies and deduct the cost thereof from the payment due to the proponent. The Board reserves the right to adjust the workload by reducing the number of awarded site locations of any proponent which fails to perform any provision of the Agreement or terminate the entire Agreement immediately.

#### C13. FEES

 The Board shall not be responsible for payment of any other fees or expenses incurred by the proponent in the performance of this Agreement. Any work performed by the proponent outside the scope of Services within this Agreement without the prior





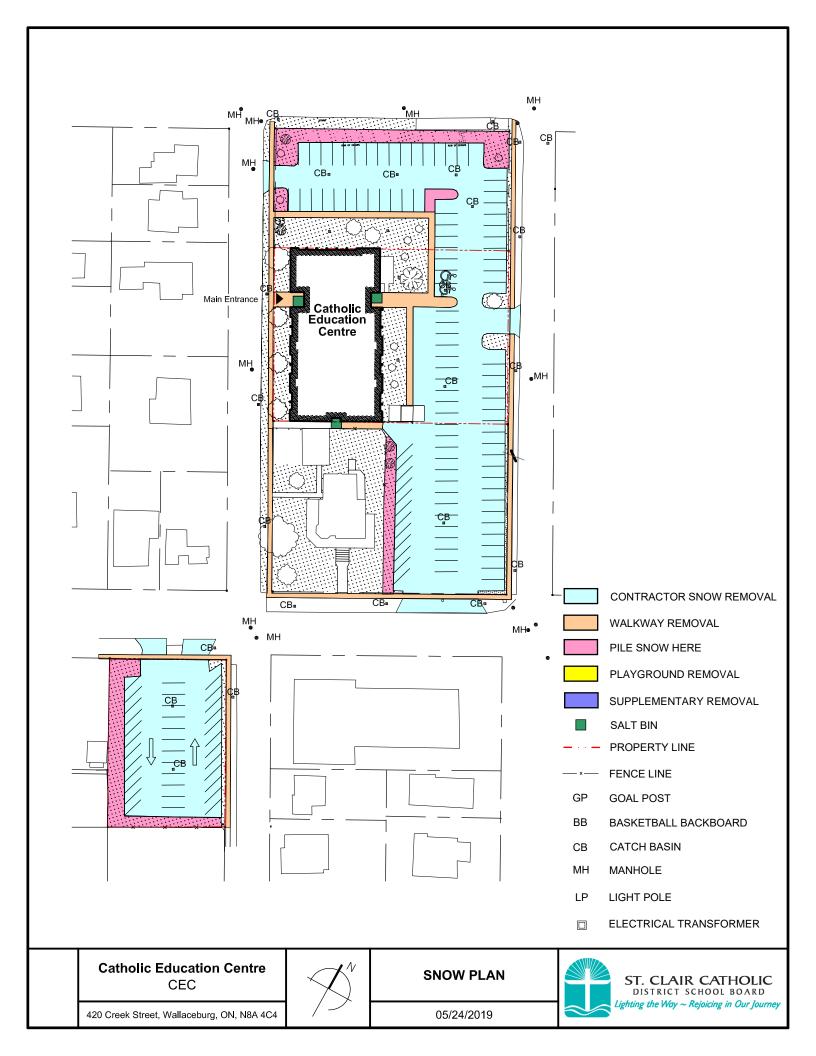
written approval of an authorized Board representative shall be deemed gratuitous on the proponent's part, and the Board shall have no liability with respect to such work.

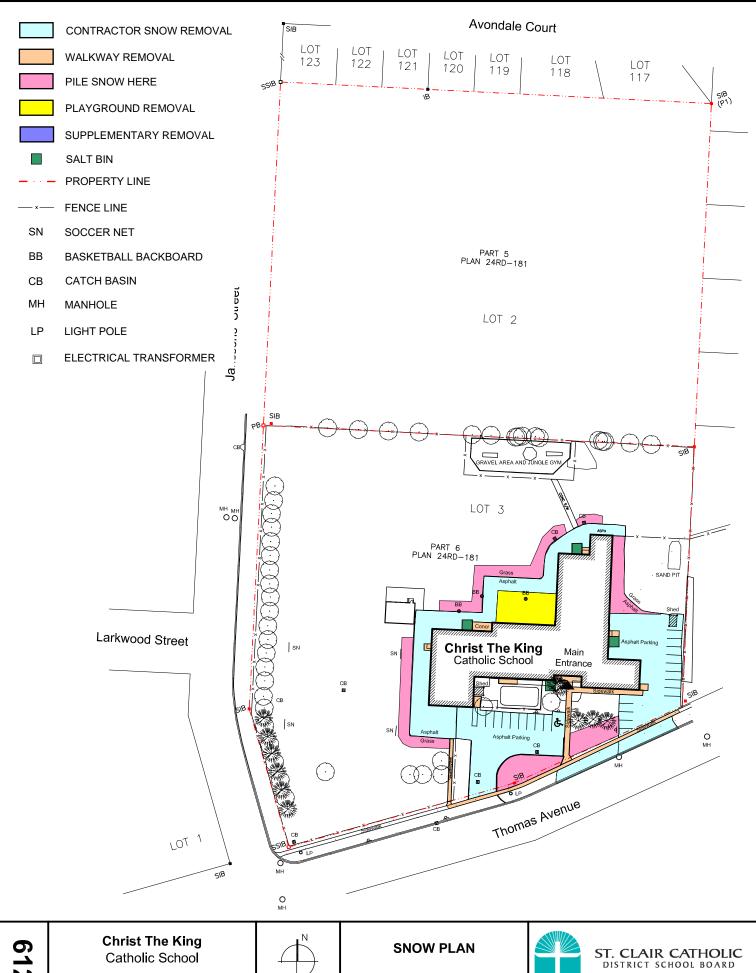
- 2. Any price changes requested as a result of a change in scope (updated drawings) are subject to the approval of the Board.
- 3. The proponent shall provide invoices with sufficient detail with respect to the fees, expenses and Services provided as set out in the Bid Form and applicable taxes, if any, claimed and supported by such vouchers, statements receipts, time logs and other information as the Board may require.
- 4. Invoices must show each site location serviced, the dates of service and the service provided with the applicable contracted rate.
- 5. There must be a corresponding fob swipe for each date invoiced. Failure to fob at each site may result in a reduction of fees paid, at the sole discretion of the Board.
- 6. Invoices must be received by the Facility Services Department by email: <a href="mailto:facility.services@st-clair.net">facility.services@st-clair.net</a> monthly for services performed.



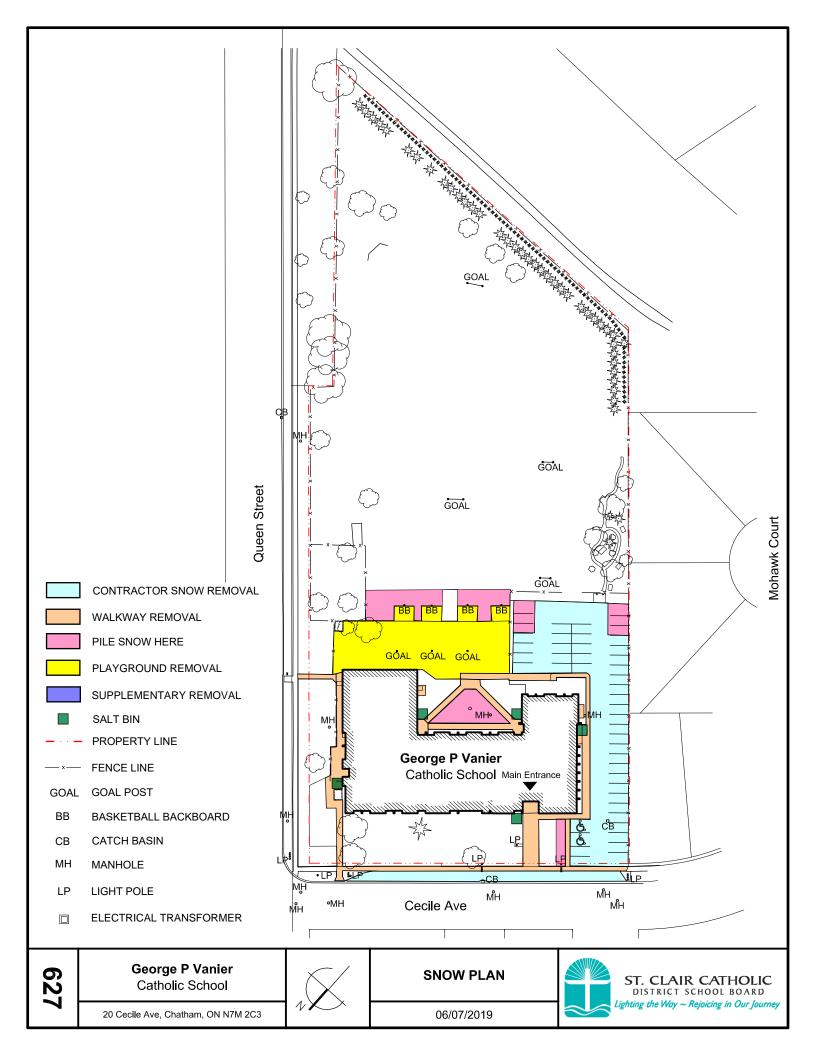
# **APPENDIX D: Snow Plans**

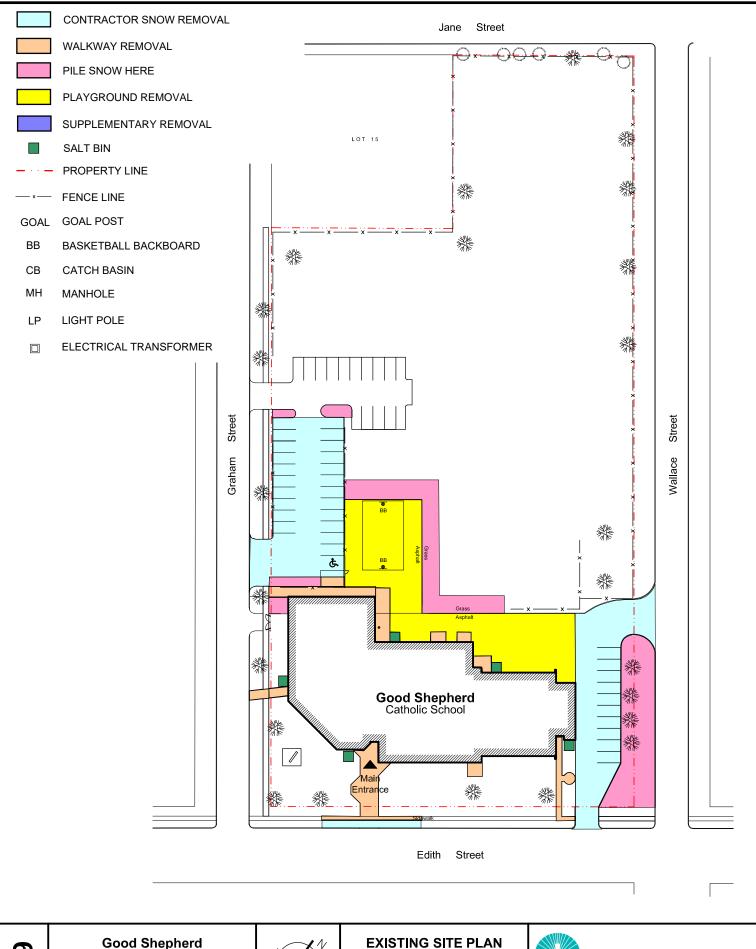
Site Name	City	Page #
Catholic Education Centre	Wallaceburg	31
Christ the King Catholic School	Wallaceburg	32
Georges P. Vanier Catholic School	Chatham	33
Good Shepherd Catholic School	Thamesville	34
Holy Family Catholic School	Wallaceburg	35
Monsignor Uyen Catholic School	Chatham	36
Our Lady of Fatima Catholic School	Chatham	37
St. Agnes Catholic School	Chatham	38
St. Anne Catholic School	Blenheim	39
St. Elizabeth Catholic School	Wallaceburg	40
St. Joseph Catholic School	Chatham	41
St. Joseph Catholic School	Tilbury	42
St. Michael Catholic School	Ridgetown	43
St. Ursula Catholic School	Chatham	44
St. Vincent Catholic School	Chatham	45
St. Angela Merici Catholic School	Chatham	46
Ursuline College Secondary School	Chatham	47
Gregory A. Hogan Catholic School	Sarnia	48
Holy Rosary Catholic School	Wyoming	49
Holy Trinity Catholic School	Sarnia	50
Sacred Heart Catholic School	Port Lambton	51
Sacred Heart Catholic School	Sarnia	52
St. Anne Catholic School	Sarnia	53
St. John Fisher Catholic School	Forest	54
St. Joseph Catholic School	Corunna	55
St. Matthew Catholic School	Sarnia	56
St. Michael Catholic School	Bright's Grove	57
St. Peter Canisius Catholic School	Watford	58
St. Philip Catholic School	Petrolia	59
St. Patrick's High School	Sarnia	60

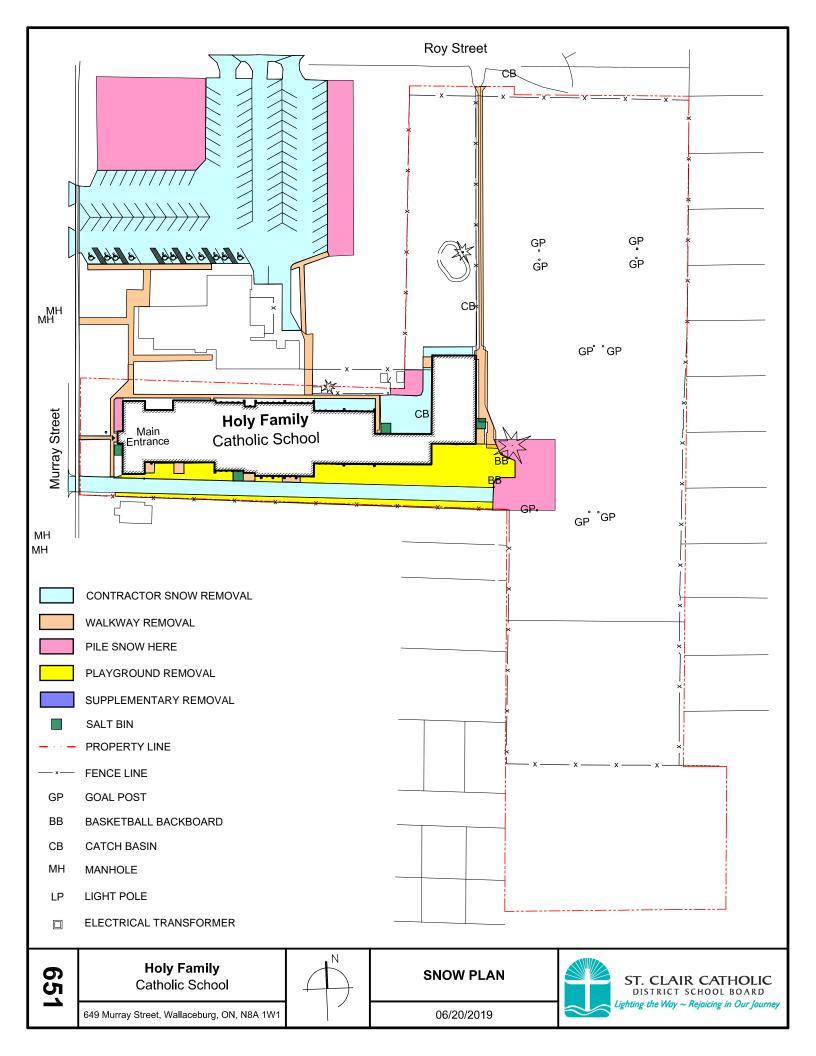


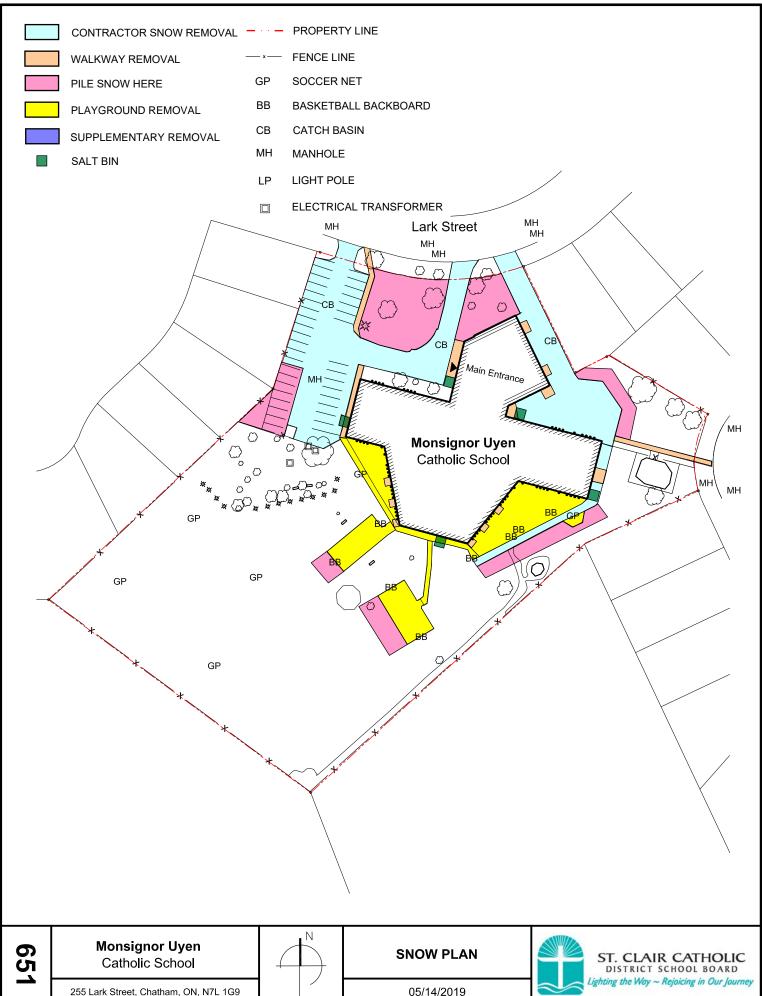


227 Thomas Avenue, Wallaceburg, ON N8A 2B9

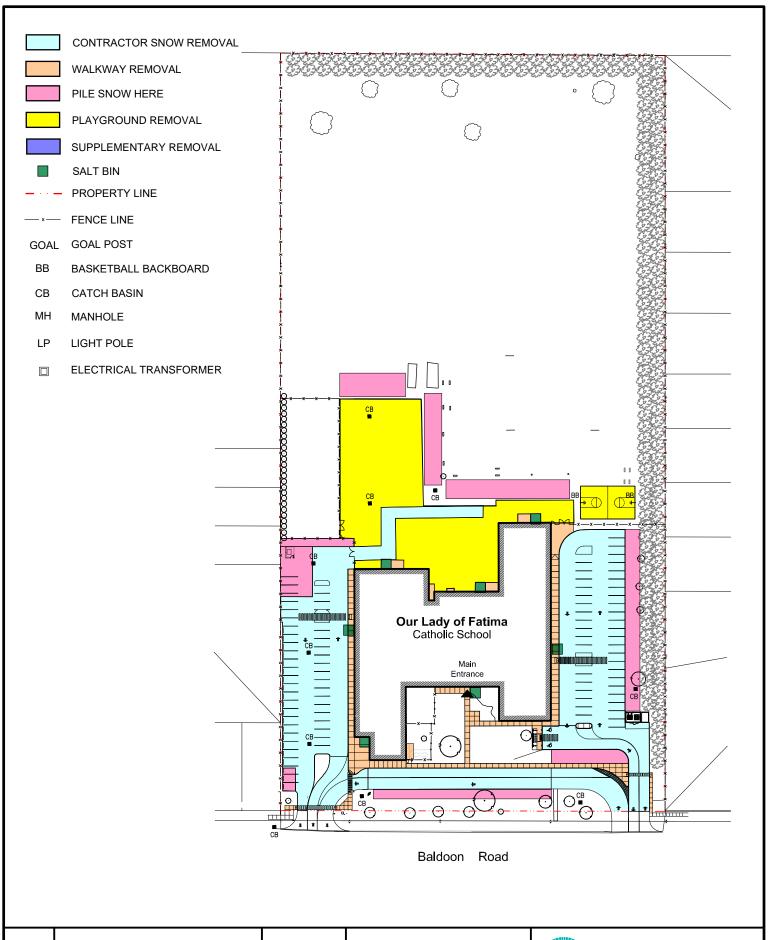








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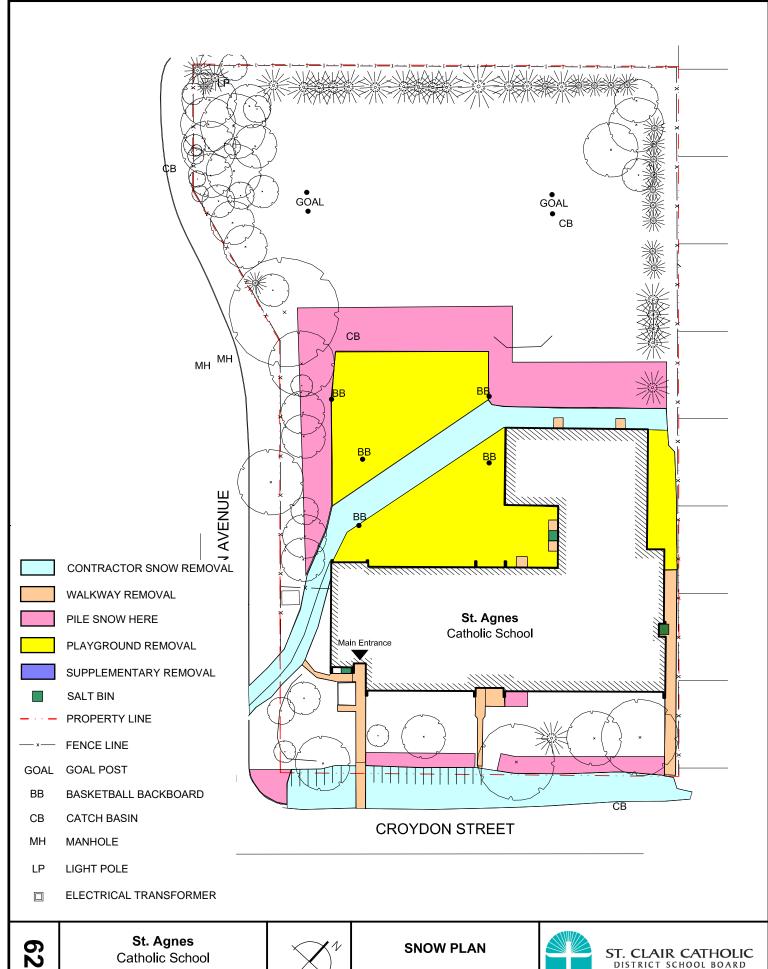


Our Lady of Fatima Catholic School



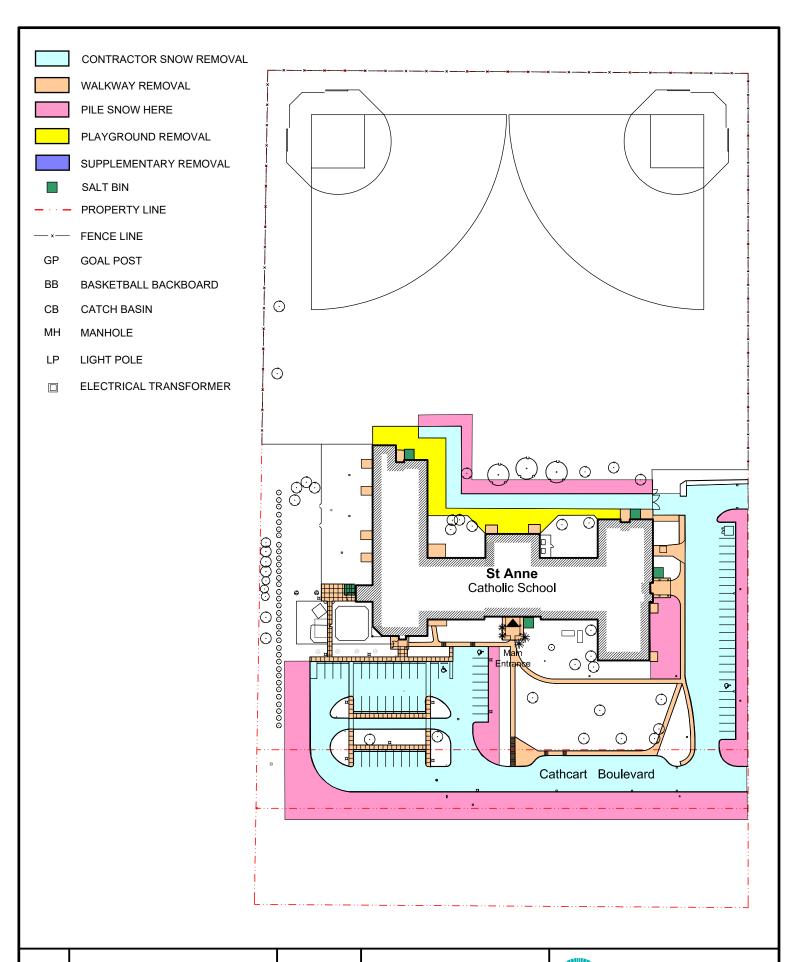
**SNOW PLAN** 





05/03/2019

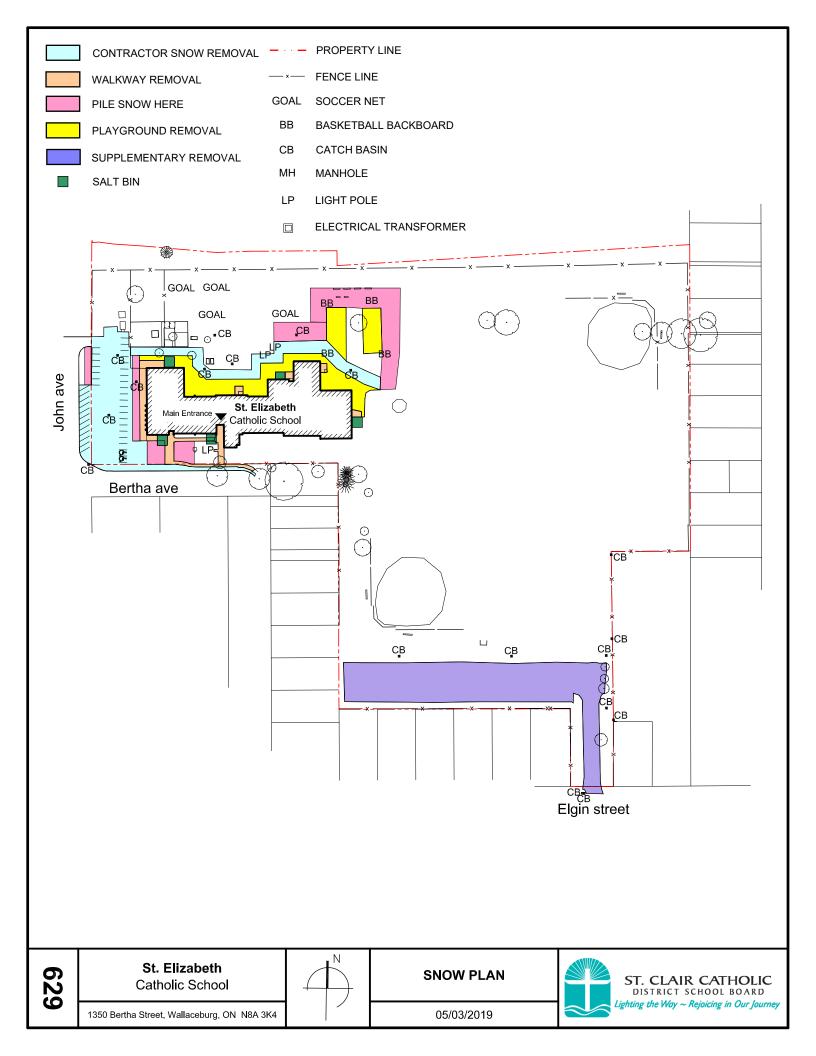
DISTRICT SCHOOL BOARD ighting the Way ~ Rejoicing in Our Journey

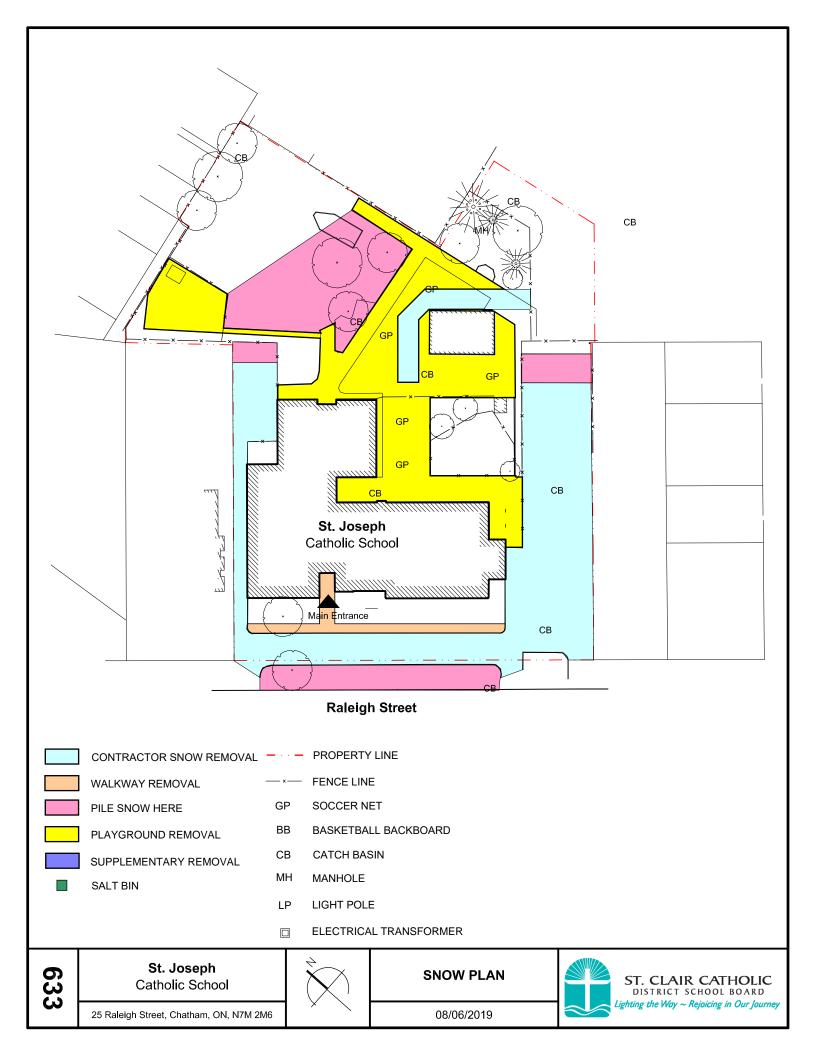


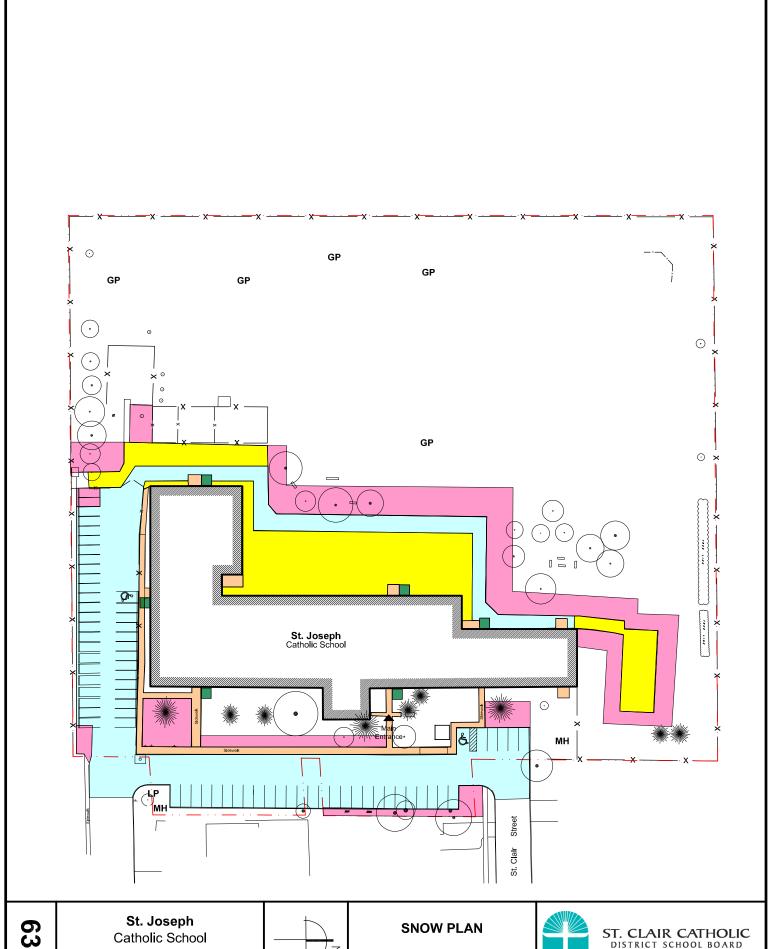
**St. Anne** Catholic School



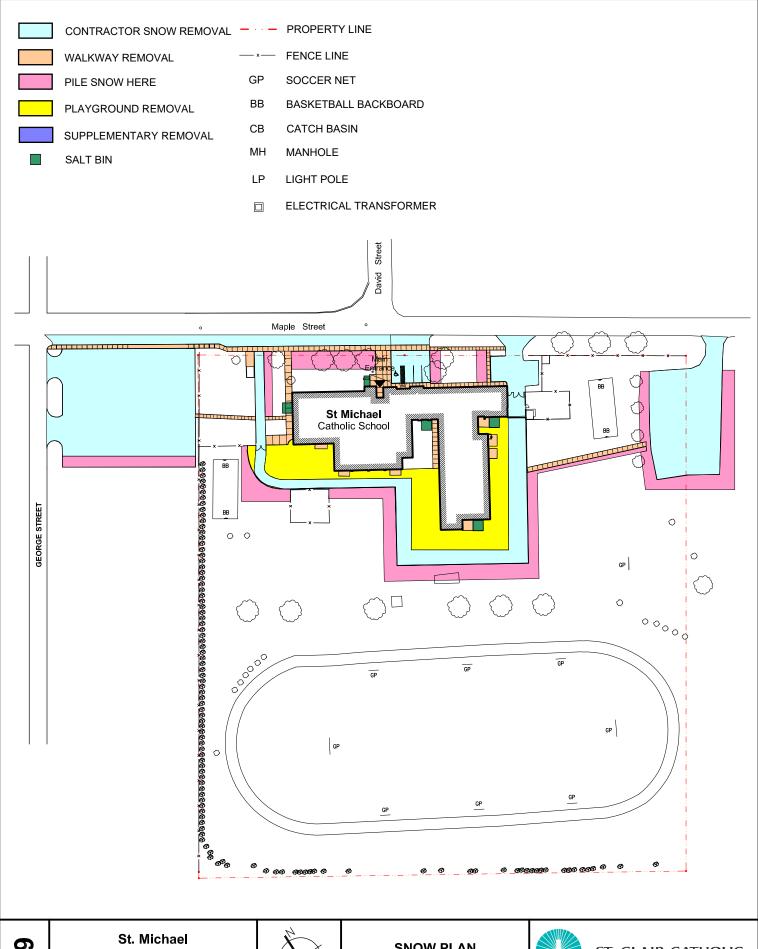
06/03/2019







07/05/2019

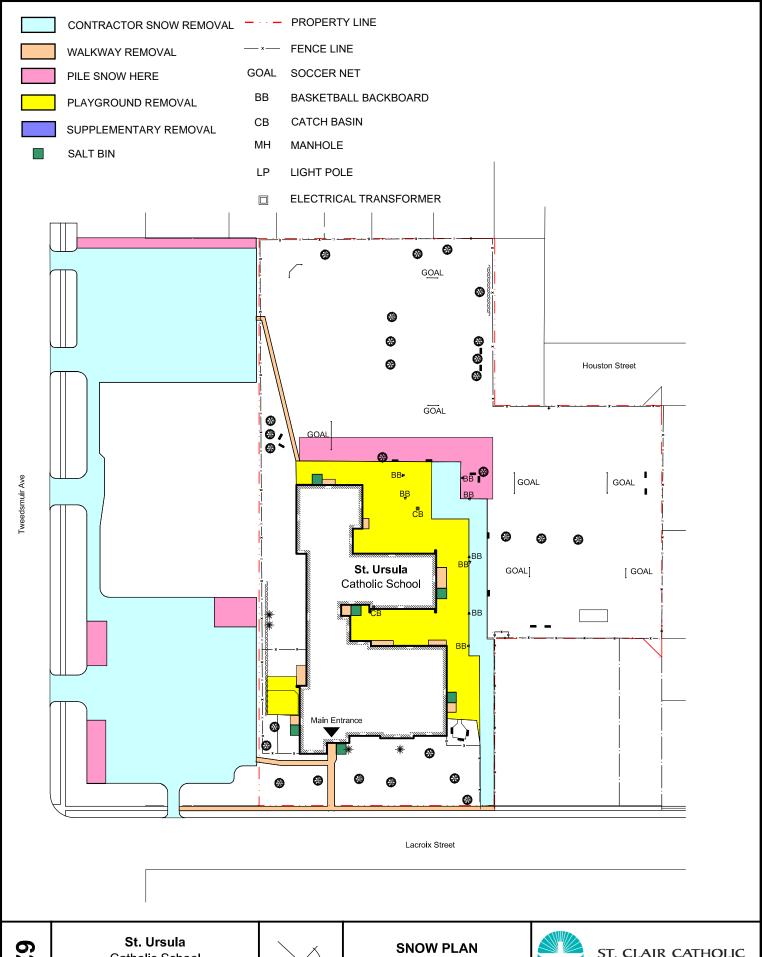


Catholic School



**SNOW PLAN** 



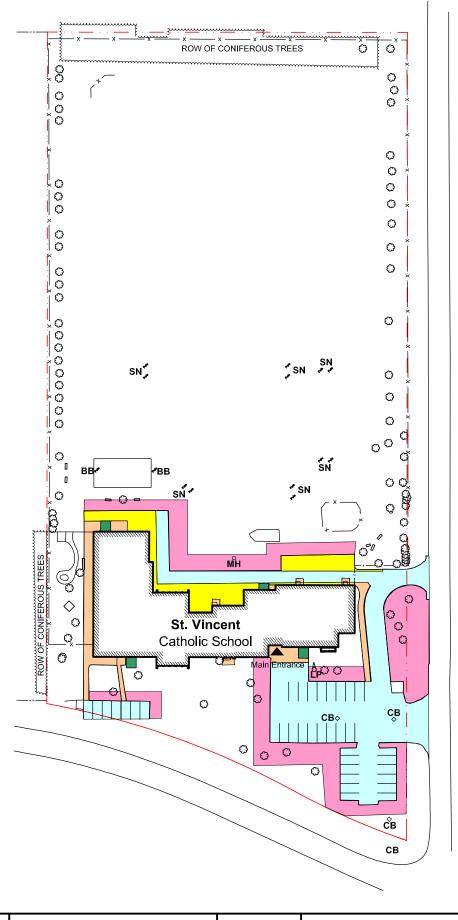


Catholic School

426 Lacroix St, Chatham, ON N7M 2W3



06/06/2019



CONTRACTOR SNOW REMOVAL

WALKWAY REMOVAL

PILE SNOW HERE

PLAYGROUND REMOVAL

SUPPLEMENTARY REMOVAL

SALT BIN

PROPERTY LINE

FENCE LINE

SN SOCCER NET

BB BASKETBALL BACKBOARD

CB CATCH BASIN

LP LIGHT POLE

**MANHOLE** 

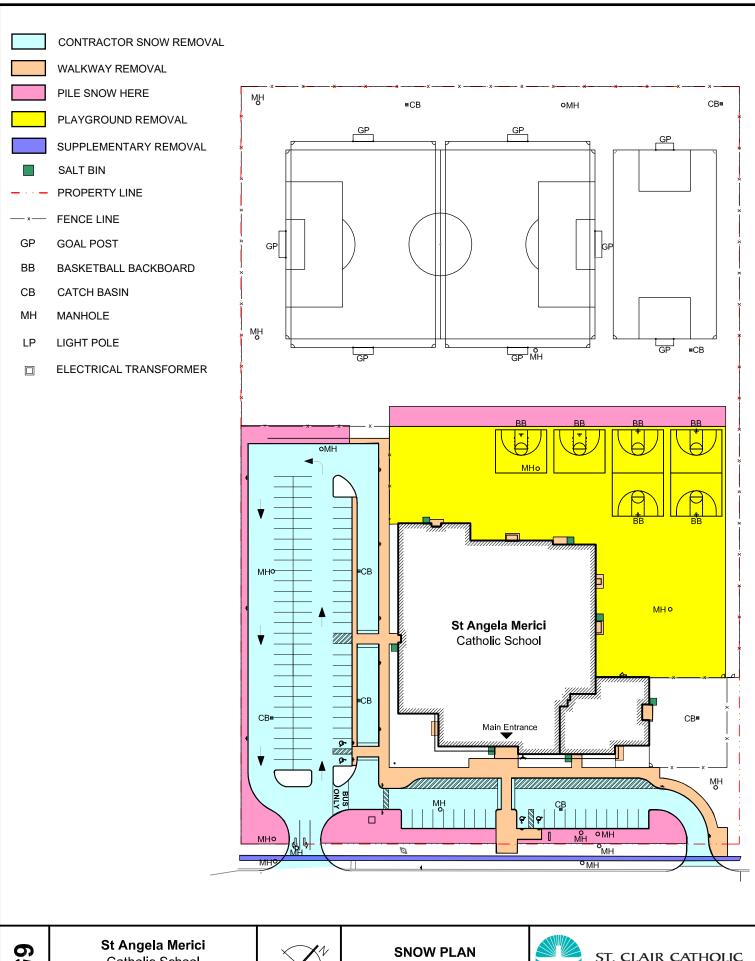
MH

☐ ELECTRICAL TRANSFORMER

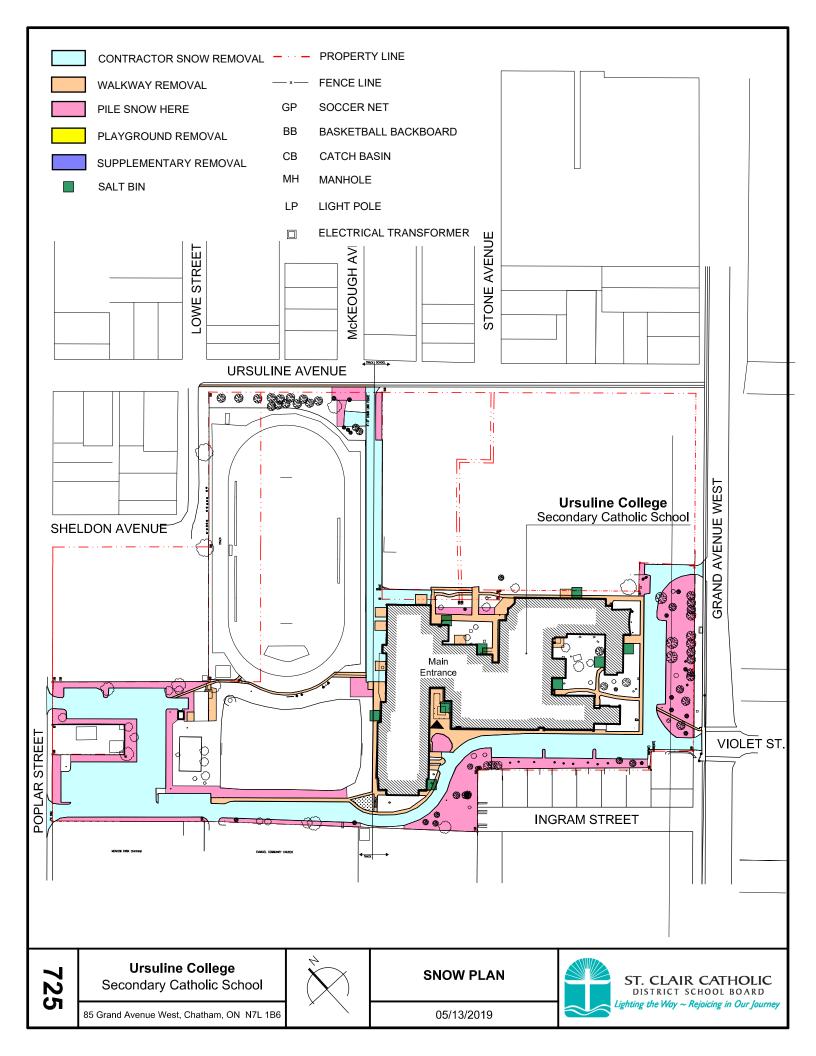
St. Vincent
Catholic School

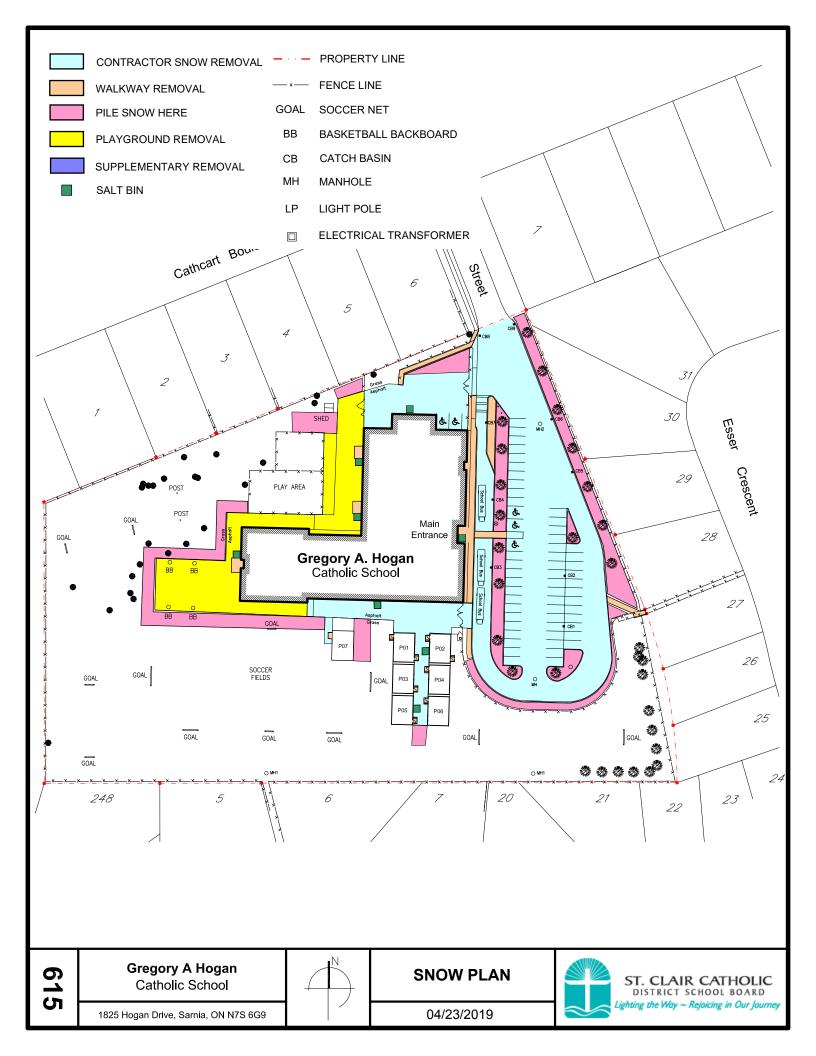


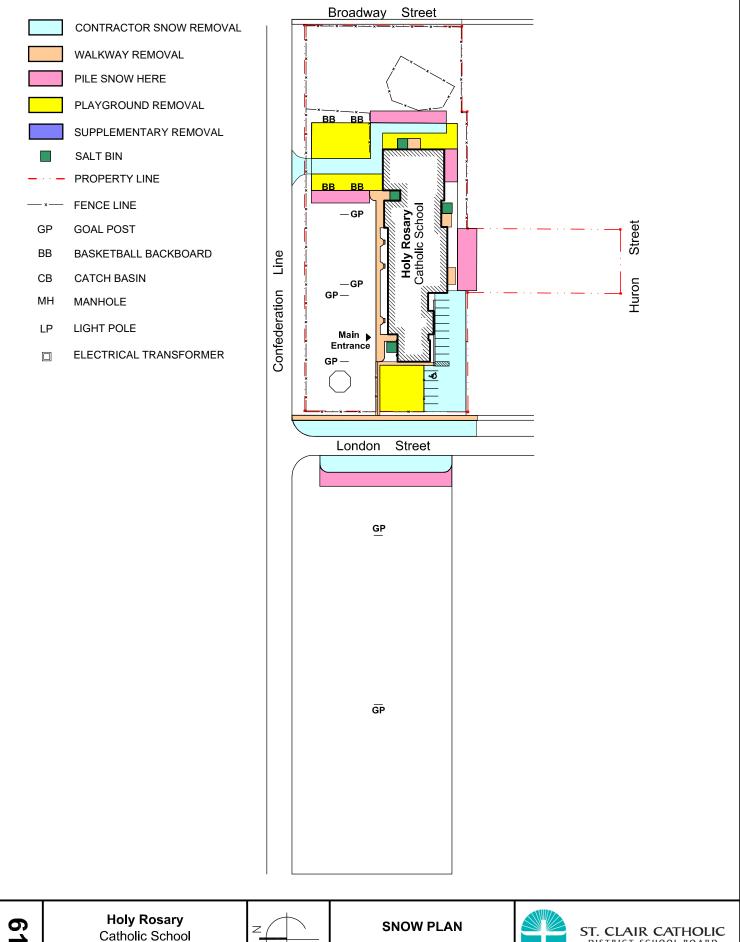
**SNOW PLAN** 



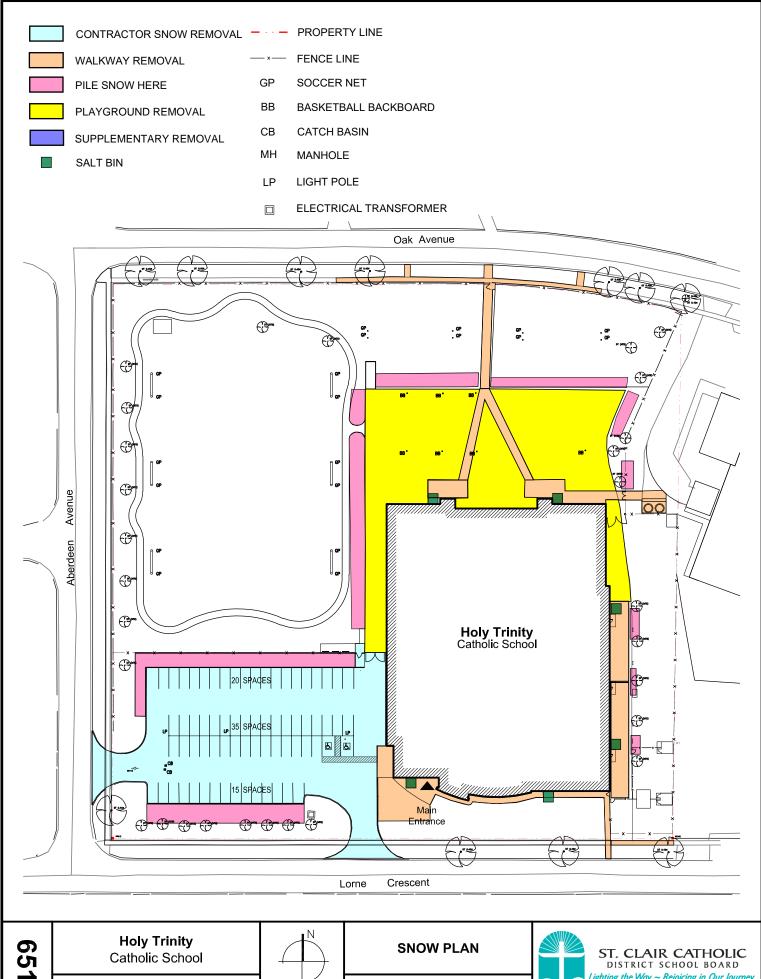
07/09/2019



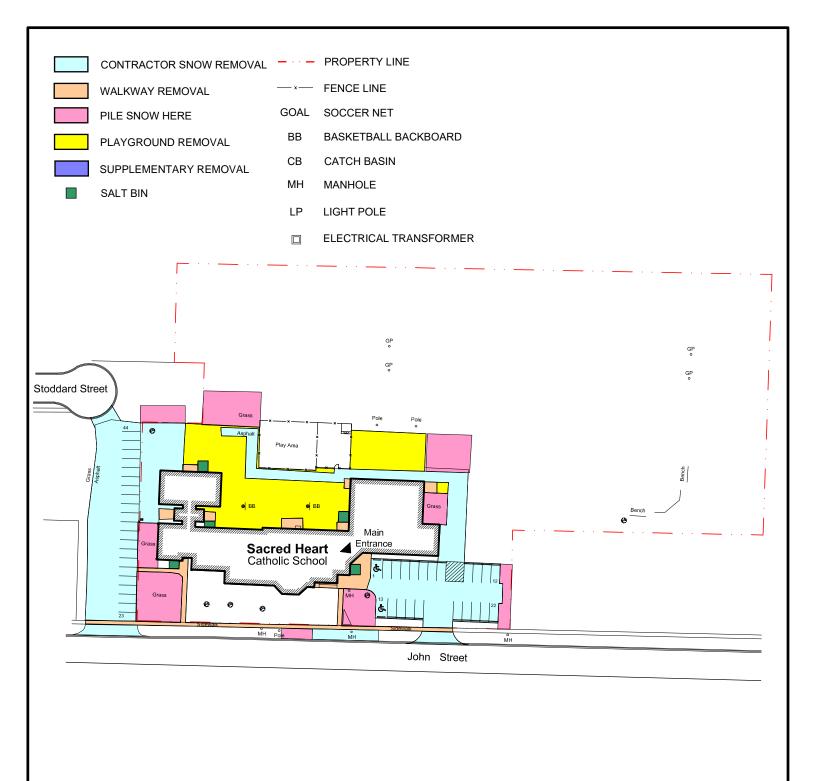




06/06/2019

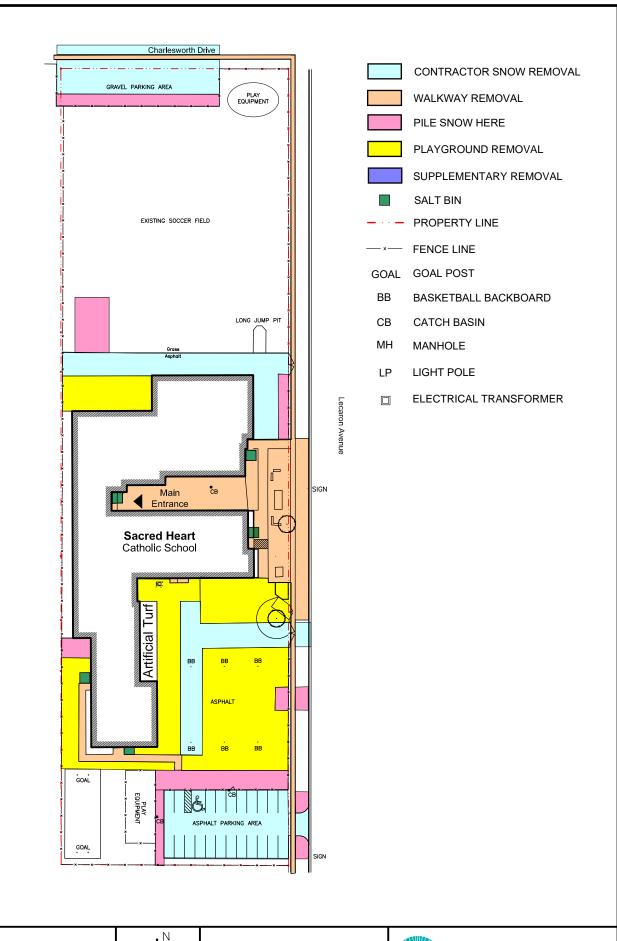


Lighting the Way ~ Rejoicing in Our Journey



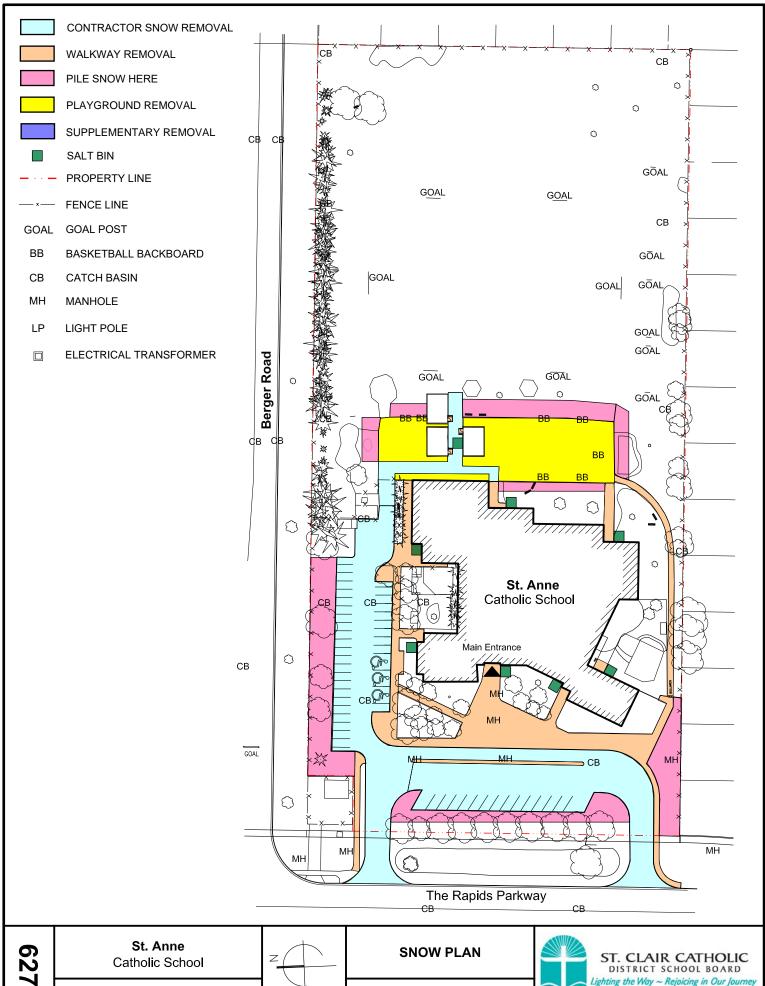






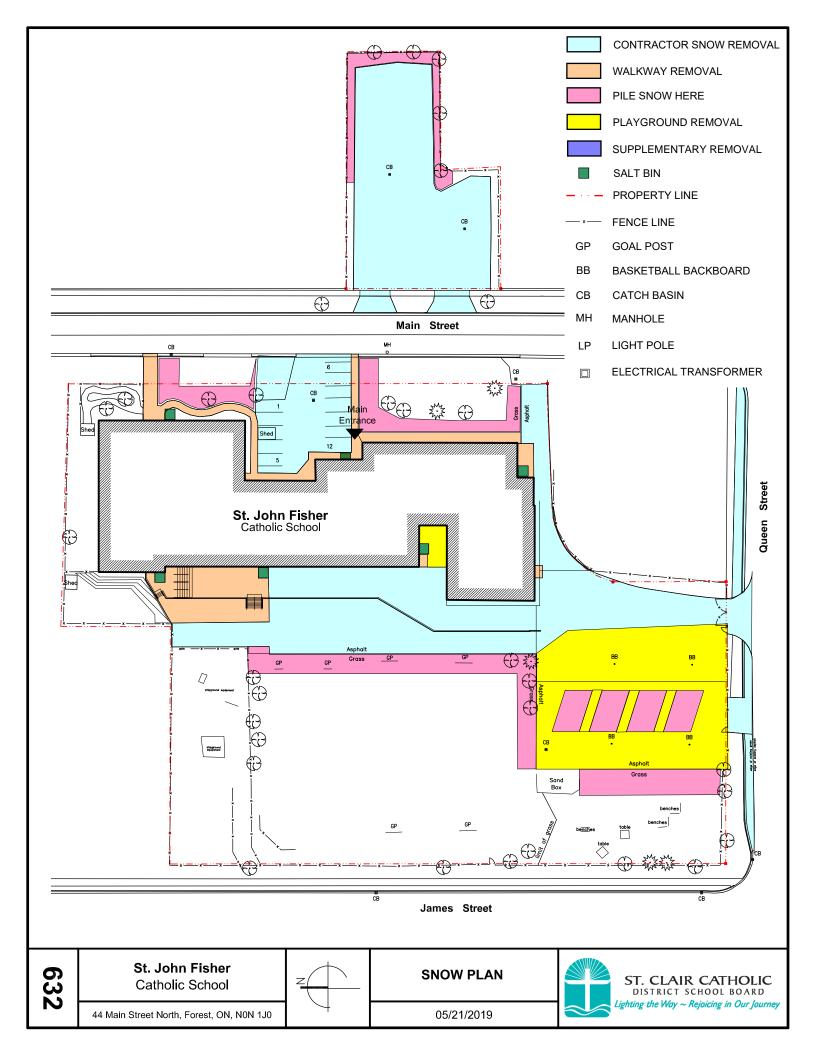


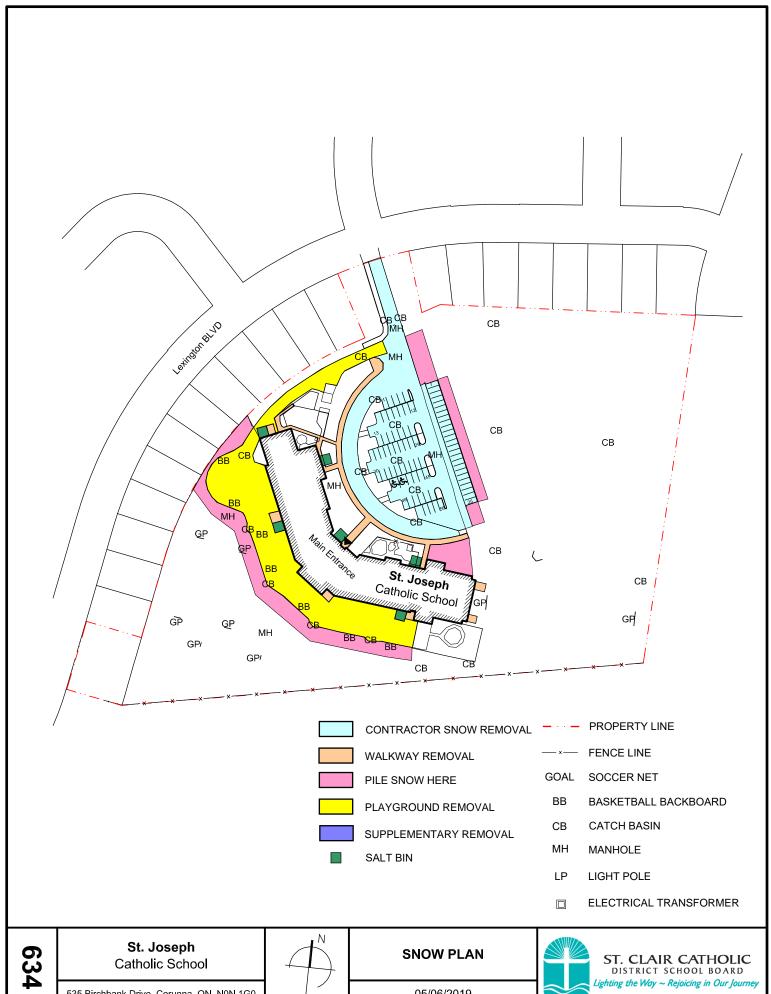




1000 The Rapids Parkway, Sarnia, ON, N7S 6K3

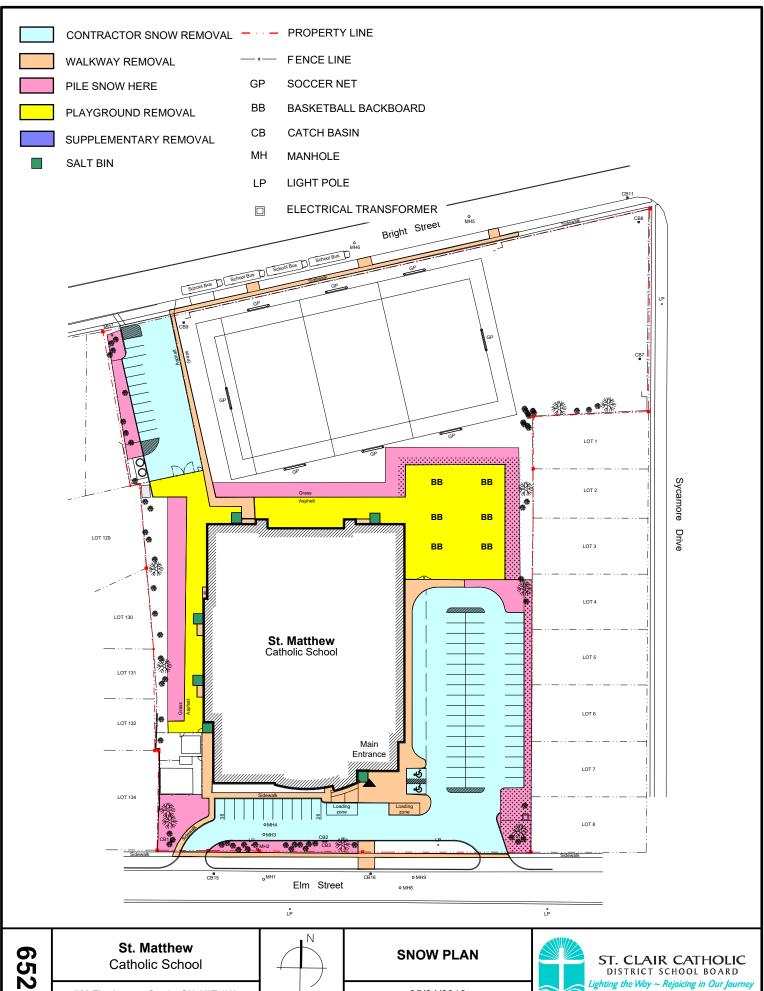






05/06/2019





720 Elm Avenue, Sarnia, ON, N7T 4H3



05/24/2019



