



**ST. CLAIR CATHOLIC  
DISTRICT SCHOOL BOARD**

*Lighting the Way ~ Rejoicing in Our Journey*

**GRASS CUTTING  
TENDER # 025**

**Date of Issue: March 31, 2014  
Issued By: Tony Prizio  
Return Date: April 10, 2014 4:30:00 PM  
Return Location: 420 Creek Street  
Wallaceburg, ON**

## **GRASS CUTTING TENDER**

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## GRASS CUTTING

### 1.0 INTRODUCTION

The St. Clair Catholic District School Board (hereafter referred to as the SCCDSB) invites interested parties to submit sealed submissions in response to this Bid Document. The SCCDSB is the employer of approximately 1,000 staff and operates 28 schools with an estimated enrollment of 9,000 students. The SCCDSB is comprised of all Catholic schools within the County of Lambton, and the Municipality of Chatham-Kent.

#### SECTION 1.1 PURPOSE

- 1.1.1 The purpose of this TENDER document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the SCCDSB for grass cutting, aerating, fertilizing and an hourly rate for pruning and weeding of flower beds subject to the conditions herein.

### 2.0 TENDER DEFINITIONS AND INFORMATION

#### SECTION 2.1 DEFINITIONS

The following words are used throughout this tender document and bidders should note these conditions when completing their submission.

- 2.1.1 The word **“MUST”** – Bidders “must” include the required information in submission. Failure to include the required information will deem submission noncompliant.
- 2.1.2 The word **“SHOULD”** - Bidders “should” include the required information in submission.
- 2.1.3 The word **“NONCOMPLIANT”** – Tender submissions will be eliminated from further evaluation if the submission does not include the required information.
- 2.1.4 The word **“SUBCONTRACTOR”** shall mean a person, firm or company hired by the bidder(s) or the successful bidder(s) to perform all or any portion of this tender.
- 2.1.5 The word **“QUALIFIED”** will mean bidders who are compliant and have included the required information in their tender submission.
- 2.1.6 **BID IRREGULARITY:** Is defined as a deviation between the requirements (terms, conditions, specifications, special instructions) of a tender response for the purposes of this submission; 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 in the sole discretion of the SCCDSB.
- 2.1.7 **Major Irregularity:** A deviation from the tender request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. The SCCDSB will reject any tender submission which contains a major irregularity.
- 2.1.8 **Minor Irregularity:** A deviation from the tender request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the bidder would not gain an unfair advantage over competitors. The SCCDSB may permit the bidder to correct a minor irregularity.

## SECTION 2.2 RETURN LOCATION

2.2.1 Sealed Tenders **must** be returned to:

SCCDSB  
420 Creek Street  
Wallaceburg, ON N8A 4C4  
Attn: Tony Prizio  
Tender # 025

2.2.2 The tender submission envelope must show the tender document name, number, return date and time.

2.2.3 Delivery of the tender is the responsibility of the bidder.

2.2.4 Submissions received late will be returned unopened to the bidder, if a return address is included on the submission envelope.

2.2.5 Faxed or e-mailed submissions will be accepted only on the express conditions that the bidder assumes all risks for any breach of confidentiality and that the bid is received in good and complete order prior to the due date.

## SECTION 2.3 IMPORTANT DATES

2.3.1 Issue Date: March 31, 2014

2.3.2 Questions by: April 4, 2014

2.3.3 Questions answered: April 7, 2014

2.3.4 Return Date and Time: April 10, 2014 at 11:00 a.m.

2.3.5 Mandatory Meeting: Successful bidders to be notified

2.3.6 Site Visit: Contractor responsibility

## SECTION 2.4 QUESTIONS / REGISTRATION / ADDENDA

2.4.1 All questions pertaining to this bid document are to be addressed to: Tony Prizio by e-mail at [tony.prizio@st-clair.net](mailto:tony.prizio@st-clair.net). After this date no further inquiries, concerns or questions may be submitted. The SCCDSB reserves the right to distribute in writing to all other bidders a notice of content of any inquiry and the SCCDSB's response, if any. All questions pertaining to this tender document must be submitted in writing.

2.4.2 Questions concerning the terms and conditions of the tender document whether made orally or in writing, to any individual other than indicated above may, at the sole discretion of the SCCDSB, render your submission noncompliant. Direct questions in written form only to the Board contact identified above. The SCCDSB will only be bound by written answers to questions.

2.4.3 Should any questions raised by a bidder necessitate an addendum to this tender document, the addendum will be sent to all bidders that have responded to the tender document.

### **3.0 CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT**

#### **SECTION 3.1 CONTRACT TERM**

- 3.1.1 The term of this agreement shall be for the period of 3 years, commencing April 2014 terminating November 2017.
- 3.1.2 The SCCDSB may at the end of this contract, extend the contract period for a period of up to two years under the same terms and conditions and will advise the bidder in writing of their intentions no later than January 2018.

3.1.3

#### **SECTION 3.2 CONTRACT PRICING**

- 3.2.1 Bidders must complete the pricing section in Appendix A & B.
- 3.2.2 All charges **must** be included in the cost of the location. Prices quoted **must** be for services exactly as specified and in Canadian Funds, unless otherwise indicated.
- 3.2.3 Prices **must** include travel.
- 3.2.4 Prices **must** remain in force for the initial term of the contract.
- 3.2.5 This contract will be awarded on a per location basis or on the best cost of various groupings. The groupings will be determined by the SCCDSB. Each bidder agrees to the award on this basis.

#### **SECTION 3.3 TAXES**

- 3.3.1 HST: Where applicable, Harmonized Sales Tax must be shown separately as extra on all invoices in accordance with Canadian and Provincial Government regulations.

#### **SECTION 3.4 INVOICING AND PAYMENT TERMS**

- 3.4.1 Invoices will be paid Net 30 days.
- 3.4.2 Invoices must be clearly marked with the SCCDSB purchase order number.
- 3.4.3 Bidders should state any percentage discounts for early payment.
- 3.4.4 Invoicing to be once per month referencing Purchase Order number provided by SCCDSB.
- 3.4.5 Applicable taxes must be shown as separate line items on all invoices.

## 4.0 SPECIFICATIONS / REQUIREMENTS

The Contractor shall:

- Supply all equipment, material and labour necessary to undertake and complete the work in accordance to this specification. Equipment shall be of a commercial type and quality and shall meet manufacturers operating and safety recommendations.
  - Be responsible to inform and train all employees working on this contract about methods, policies and procedures necessary to meet all specifications.
  - Report to the Principal, or designate, at each school immediately prior to the commencement of grass cutting. On a non-school day, notify Principal of grass cutting schedule.
  - Machine is to be set to prevent scalping.
  - Grass/weeds to be trimmed along hedges, fences, buildings, sidewalks and around trees and poles on entire property.
  - The operators of the machines must keep a sufficient distance from all hedges, shrubs and trees so as to prevent damage. Any damage done will be the responsibility of the contractor.
  - Do not cut or trim close to the school building or in courtyards during classes without prior consent of the Principal.
  - The school principal must approve cutting during school hours. **Ensure that students, staff and others are not present in the area being cut.**
  - Keep mower blades sharp and balanced to assure a quality cut.
  - Trim to the edge of the buildings, sidewalks, trees, fences, playground equipment, concrete areas, asphalt areas and parking lots with each cutting.
  - Do not spray any chemical or pesticides on Board property at any time.
  - Do not blow or discharge grass towards vehicles, pedestrians, flowers gardens, sidewalks, etc. when cutting or trimming. Sidewalks are to be clear of all grass clippings and debris before leaving the site.
  - Schedule grass cutting to minimize interference with authorized groups using Board facilities during and after hours.
  - Co-ordinate grass cutting to coincide with principals' request for special occasions (i.e. Field days, meet-the teacher night, graduation, etc.).
  - Supply the Board with a list of the equipment to be used, including type, size and numbers of units, operators and proposed work schedule (evenings, weekends, days, etc.).
- NOTE: Hours of grass cutting must comply with local municipal by-laws.
- Notify Facility Services of any hazardous conditions that may be found during the performance of this contract.
  - Survey areas before mowing and remove any objects that can be picked-up by a mower and thrown. All debris and litter to be picked-up prior to cutting any location.

The Board will:

Deduct 25% from the cost of the cut if the contractor leaves the mowing site without removing all litter and debris left by their mowers and/or power equipment after cutting, or fails to complete trimming.

GRASS CUTTING:

1. The grass at each location is not to exceed three inches (3") in height between cuttings. The frequency of cuts will depend on the soil conditions, moisture and the rate of growth of the grass. We have estimated an average of 24 to 28 cuttings per season.

2. Areas to be cut are front and rear yards, including the boulevards, on the dates as follows:

April	once/week (if required)
May	once/week
June	once/week
July	once/week (weather dependent)
August	once/week (weather dependent)
September	once/week
October	every 2nd week

If there is need for additional cuttings, the contractor will be contacted by Facilities Services Personnel and paid according to the quote per cutting.

3. During any hot dry spells, or other peculiar circumstances, only certain areas of grass may need to be cut. These areas will be pro-rated in relation to the unit cost per cutting quoted for each location. Entire cutting may be cancelled due to hot, dry spells. Facility Supervisors will notify.
4. School custodian or supervisor shall recall contractor to complete any service or work which in the opinion of the SCCDSB does not completely fulfill the specifications must be completed at the expense of the successful bidder and be replaced with the services or work that fulfills the specifications. The successful bidder contractor must carry out all work to the satisfaction of the SCCDSB.

#### SITE VISITATION:

Bidders must visit each site to determine the existing conditions to insure that there is no misunderstanding with respect to the existing conditions imposed by this contract.

#### RESTRICTIONS:

The school principal must approve cutting during school hours. Ensure that students, staff and others are not present in the area being cut.

Every precaution will be exercised to insure:

- the safety of students, staff and others at all times (no operation of equipment when children/students are outdoors)
- prevent damage to buildings, curbs, walkways, shrubs, trees, grounds, etc.

### SECTION 4.1 SCOPE OF WORK

- 4.1.1 To supply all labour, materials and equipment to maintain the grounds as per Part 4.0 Specifications/Requirements and as per the following list of facilities.

Note: Fertilizing and aerating to be provided only when specifically requested.

- 4.1.2 Supply hourly labour rate for flower bed weeding and shrubbery pruning.
- 4.1.3 Successful contractors will be issued a fob. This fob must be swiped at the outside card reader upon arriving at each location. This will validate the service provider has been at that location. Failure to perform this procedure may result in none payment of a portion of the invoice determined by the SCCDSB.
- 4.1.4 Term of Contract – contract to be in effect April 2014 – November 2017.



**SECTION 4.2 LIST OF FACILITIES****North Locations:**

- 4.2.1 SARNIA MAINTENANCE BUILDING, 245 Tecumseh Street, South, Sarnia, ON N7T 2L1.  
Area east of service centre building and boulevard, north of building.
- 4.2.2 GREGORY A. HOGAN CATHOLIC SCHOOL, 1825 Hogan Drive, Sarnia, ON N7S 6G9. Entire school property
- 4.2.3 HOLY ROSARY CATHOLIC SCHOOL, 715 London Street, Wyoming, ON N0N 1T0. Entire school property, and also to include the large lot across the street and west of the school - this soccer field to be cut on Mondays
- 4.2.4 SACRED HEART CATHOLIC SCHOOL, 434 John Street, Port Lambton, ON N0P 2B0. Entire school property, including daycare area
- 4.2.5 SACRED HEART CATHOLIC SCHOOL, 1411 Lecaron Avenue, Sarnia, ON N7V 3J1. Entire school property
- 4.2.6 ST ANNE CATHOLIC SCHOOL, 1000 The Rapids Parkway, Sarnia, ON N7S 6K3. Entire school property including daycare area
- 4.2.7 ST JOHN FISHER CATHOLIC SCHOOL, 44 Main Street, Forest, ON N)N 1J0. Entire school property, including parking lot across the street from front of school.
- 4.2.8 ST JOSEPH CATHOLIC SCHOOL, 535 Birchbank Drive, Corunna, ON N0N 1G0. Entire school property, including daycare area
- 4.2.9 ST MICHAEL CATHOLIC SCHOOL, 1930 Wildwood Drive, Brights Grove, ON N0N 1C0. Entire school property including gazebo area
- 4.2.10 ST MATTHEW CATHOLIC SCHOOL, 720 Elm Street, Sarnia, ON N7T 4H3
- 4.2.11 ST. PATRICK CATHOLIC SECONDARY, 1001 The Rapids Parkway, Sarnia, ON N7S 6K2. Entire school property.
- 4.2.12 ST PATRICK CATHOLIC HIGH SCHOOL, 281 East Street, North, Sarnia, ON N7T 6X8. Entire school property and the courtyard
- 4.2.13 ST PETER CANISIUS CATHOLIC SCHOOL, 424 Victoria Street, Watford, ON N0M 2S0. Entire school property, including daycare area
- 4.2.14 ST PHILIP CATHOLIC SCHOOL, 420 Queen Street, Petrolia, ON N0N 1R0  
Entire school property , including daycare area, front area to be cut by push mower if required, to prevent grass trimmings from being blown into flower beds.

**South Locations:**

- 4.2.14 CHATHAM MAINTENANCE BUILDING, 545 Baldoon Road, Chatham, ON N7L 5A9.
- 4.2.15 CHRIST THE KING CATHOLIC SCHOOL, 227 Thomas Avenue, Wallaceburg, ON N8A 2B9. Entire School Property

- 4.2.16 GEORGES P. VANIER CATHOLIC SCHOOL, 20 Cecile Avenue, Wallaceburg, ON N7M 2C3. Entire School Property
- 4.2.17 HOLY FAMILY CATHOLIC SCHOOL, 649 Murray Street, Wallaceburg, ON N8A 1W1. Entire School Property
- 4.2.18 MONSIGNOR UYEN CATHOLIC SCHOOL, 255 Lark Street, Chatham ON N7L 1G9 Entire School Property
- 4.2.19 OUR LADY OF FATIMA CATHOLIC SCHOOL, 545 Baldoon Road, Chatham, ON N7L 5A9. Entire School Property
- 4.2.20 ST AGNES CATHOLIC SCHOOL, 55 Croydon Street, Chatham, ON N7L 1L5. Entire School Property
- 4.2.21 ST ANNE CATHOLIC SCHOOL, 183 Snow Avenue, Blenheim, ON N0P 1A0. Entire School Property
- 4.2.22 ST ELIZABETH CATHOLIC SCHOOL, 1350 Bertha Street, Wallaceburg, ON N8A 3K4. Entire School Property
- 4.2.23 ST JOSEPH CATHOLIC SCHOOL, 25 Raleigh Street, Chatham, ON N7M 2M6. Entire School Property, including daycare area.
- 4.2.24 ST JOSEPH CATHOLIC SCHOOL, 43 St. Clair, Street, Tilbury, ON N0P 2L0. Entire School Property including daycare area.
- 4.2.25 ST. MICHAEL CATHOLIC SCHOOL, 25 Maple Street South, Ridgetown, ON N0P 2C0. Entire School Property
- 4.2.26 ST URSULA CATHOLIC SCHOOL, 426 Lacroix Street, Chatham, ON N7M 2W3. Entire School Property
- 4.2.27 ST VINCENT CATHOLIC SCHOOL, 9300 McNaughton Line East, Chatham, ON N7M 5J1. Entire School Property
- 4.2.28 URSULINE COLLEGE CATHOLIC SECONDARY SCHOOL, 85 Grand Avenue West Chatham, ON N7L 1B6. Entire School Property
- 4.2.29 CATHOLIC EDUCATION CENTRE, 420 Creek Street, Wallaceburg, ON N8A 4C4. Entire Property
- 4.2.30 GOOD SHEPHERD CATHOLIC SCHOOL, 4 Edith Street, Thamesville, ON N0P 2K0. Entire School Property

**Should any listed school or building close or is sold during this agreement, the grass cutting schedule may be modified or cancelled to fit the needs of the SCCDSB.**

Please refer to Appendix C for School Maps.

## 5.0 TERMS AND CONDITIONS

### SECTION 5.1 GENERAL TERMS AND CONDITIONS

- 5.1.1 Any response submitted to this tender is IRREVOCABLE for 120 days.
- 5.1.2 A bidder who has already submitted a bid may submit an addendum in writing and signed by the bidder at any time up to the official closing time. (No facsimiles shall be accepted). The last submission shall supersede and invalidate all previous submissions by that bidder as it applies to this Bid. Addenda **must** be submitted in the same manner and within the same time constraints as the Bid Submission.
- 5.1.3 A bidder may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Submission withdrawals **must** be submitted in the same manner and within the same constraints as a Bid Submission.
- 5.1.4 The issuance of this tender shall not constitute any obligation on the part of the SCCDSB to any firm or individual who submits a Bid.
- 5.1.5 The bidder should have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered for this tender.
- 5.1.6 The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or nonperformance 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.
- 5.1.7 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.
- 5.1.8 The lowest or any bid submission may not necessarily be accepted. The SCCDSB reserves the right to decline any or all bid submissions, or to cancel the Bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the SCCDSB to any bidder for any expense, cost, loss or damage incurred or suffered by the bidder as a result of such withdrawal.
- 5.1.9 All costs associated with the preparation of the bid submission will be solely the responsibility of the bidder.
- 5.1.10 The SCCDSB reserves the right to decline or award portions of the products or services required by this tender to one bidder or to multiple bidders.
- 5.1.11 All of the terms and conditions of this bid are deemed to be accepted by the bidder and incorporated into the bidder's tender submission. It is the SCCDSB's intention that the Terms and Conditions stated in this bid, the successful bidder's response to this bid and the issuance of a SCCDSB Purchase Order will form the contract between SCCDSB and the successful bidder(s). Any conflict in the wording of the bidder's invoice and/or sales agreement and the wording of the terms and conditions of this tender document, shall be resolved in favour of the SCCDSB and shall be deemed to be incorporated into the bidder's invoice and/or sales agreement.
- 5.1.12 The successful bidder(s) **must** not at any time subcontract any portion of its contract with the SCCDSB nor shall it assign the contract without the written permission of the

SCCDSB. The successful bidder(s) **must** not, at any time, change subcontractors approved by the SCCDSB without written permission of the SCCDSB.

- 5.1.13 While the SCCDSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the SCCDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed in this bid document.
- 5.1.14 The SCCDSB may accept or waive a minor irregularity, or where practical to do so the SCCDSB may as a condition of bid acceptance request a bidder 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 SCCDSB. All bidders agree to provide all such additional information as, and when requested, at their own expense, provided no bidder 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.
- 5.1.15 All SCCDSB policies, procedures and regulations **must** be adhered to by the successful bidder(s).
- 5.1.16 The successful bidder(s) will reimburse the SCCDSB for any damages through negligence or willful acts of any of the successful bidder(s)' employees or contracted staff.
- 5.1.17 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.
- 5.1.18 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.
- 5.1.19 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.
- 5.1.20 This tender document is being issued pursuant to the SCCDSB's Purchasing Policies and Procedures.

## **SECTION 5.2 CANCELLATION OF CONTRACT / LOSS OF SERVICE**

- 5.2.1 The SCCDSB reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful bidder(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful bidder(s) shall remain responsible for its obligations under this contract up to the date of termination. The SCCDSB reserves the right to commence an action in a court of competent jurisdiction against the successful bidder(s) for damages that result from the breach of the terms and conditions of the contract.

- 5.2.2 The SCCDSB shall have the right to retain and set off from any monies payable to the successful bidder(s) under the contract the total outstanding amount from time to time and for all damage claims by the SCCDSB or any third parties arising out of this contract which have not been resolved by the successful bidder(s) or its insurer.
- 5.2.3 The SCCDSB reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful bidder(s) for any indebtedness of the supplier that may impact on the SCCDSB.
- 5.2.4 The successful bidder(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful bidder(s), the SCCDSB's staff or third party interruptions.
- 5.2.5 In the event that the successful bidder(s) becomes insolvent, and/or the successful bidder(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the SCCDSB shall have the right to replace the successful bidder(s) with another service provider suitable to the SCCDSB in addition to all of its other rights pursuant to the term of this Bid.

### **SECTION 5.3 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

- 5.3.1 Bidders agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the SCCDSB shall be subject to disclosure pursuant to an application to a Municipal Freedom of Information and Protection of Privacy Act request for disclosure. Notwithstanding that a bid submission or an addendum may contain a trade secret of the bidder, intellectual property right of the bidder, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret. A bidder specifically consents to the disclosure of any and all information contained in their bid submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the bidder assigns all right, title and interest that they have in the bid submission, and any addendum to the SCCDSB, including the right to copy and/or publish the same as the SCCDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.
- 5.3.2 All bidders agree not to disclose any information provided by the SCCDSB in this bid document to any third party without the written consent of the SCCDSB.

### **SECTION 5.4 HUMAN RIGHTS AND CHILD LABOUR LAWS**

- 5.4.1 Any infringement on human rights, but namely those of children, is of considerable concern to the SCCDSB. Bidders wishing to do business with the SCCDSB are asked to promote the purchase of goods from companies that operate in full compliance with the laws of their respective countries and with all applicable child labour laws, rules and regulations related to hiring, wages, hours worked, overtime and working conditions.

### **SECTION 5.5 HEALTH AND SAFETY**

- 5.5.1 All work performed on site **must** be in compliance with the Contracted Services Program and all contractors performing such work **must** be prequalified under this program.

- 5.5.2 Every person who supplies any machine, device, tool, equipment or service to the SCCDSB **must** ensure that the machine, device, tool, equipment or service complies with the Occupational Health and Safety Act and Regulations of Industrial Establishments. The "Burden of Proof" rests with the supplier.
- 5.5.3 MATERIAL SAFETY DATA SHEETS **must** be supplied with any/all WHMIS controlled products.
- 5.5.4 The Occupational Health and Safety Act describes the responsibilities of an employer. The SCCDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract 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, 1990, Chapter 0-1. Their workers **must** be trained in WHMIS in accordance with Occupational Health and Safety Act Regulations. They **must** adhere to all of the SCCDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.
- 5.5.5 The SCCDSB reserves the right to request a copy of a bidder's Health & Safety Policy, Procedures and Guidelines.

## **SECTION 5.6 WORKPLACE SAFETY AND INSURANCE BOARD**

- 5.6.1 The successful bidder(s) **must** ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.
- 5.6.2 The successful bidder(s) **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. This certification is to be furnished prior to the commencement of this contract. The good standing **must** be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety & Insurance Board Certificate is updated every sixty (60) days. The SCCDSB reserves the right to request proof of coverage any time throughout the duration of the contract
- 5.6.3 All workplace injuries or accidents on SCCDSB property must be reported by the successful bidder(s) to the SCCDSB's representative within 24 hours.

## **SECTION 5.7 COMMERCIAL LIABILITY INSURANCE**

- 5.7.1 The successful bidder(s) **must** be covered by Commercial General Liability Insurance throughout the term of the Contract. Each bidder **must** state if it has Commercial General Liability Insurance Coverage.
- 5.7.2 Each bidder should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$2 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$2 million per occurrence of Commercial Liability Insurance coverage, the bidder shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$2 million per occurrence from the commencement of the contract should the contract be awarded to the bidder. The successful bidder(s) further agrees to maintain good standing throughout the term of the contract.

- 5.7.3 The SCCDSB reserves the right to request proof of coverage any time throughout the duration of the contract.
- 5.7.4 Upon an award to the successful bidder(s) by the SCCDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the SCCDSB of the above-mentioned coverage to protect the SCCDSB against claims for property damages and personal injuries, including accidental death, caused by the successful bidder(s) or its employees or subcontractors during the performance of its obligations under the contract.
- 5.7.5 The successful bidder(s) agrees to indemnify, hold harmless and defend the SCCDSB from and against any and all liability for loss, damage and expense, which the SCCDSB may suffer or for which the SCCDSB may be held liable by reason or injury (including death) or damage to any property rising out of negligent or willful acts on the part of the successful bidder(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.

## **SECTION 5.8 AUTOMOBILE VEHICLE LIABILITY INSURANCE**

- 5.8.1 Bidders **must** state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the SCCDSB.
- 5.8.2 In the event of an affirmative answer to 5.8.1, the successful bidders must be covered by Automobile Liability Insurance through the term of the Contract.
- 5.8.3 Bidders **must** show proof upon request, that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million per occurrence for liability arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors.
- 5.8.4 The successful bidder(s) agrees to indemnify, hold harmless, and defend, the SCCDSB from and against any and all liability for loss, damage and expense, which the SCCDSB may suffer or for which the SCCDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful bidder(s) or any of its representatives or employees by way of the ownership or operation of an automobile.

## **SECTION 5.9 CONTRACTED SERVICES PROGRAM**

- 5.9.1 Contractors performing work on Board property must complete the Contracted Services Program. 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 SCCDB web site at [www.st-clair.net](http://www.st-clair.net) or through the Board contact identified previously in this document.

## **6.0 BIDDER PROFILE**

### **SECTION 6.1 REFERENCES**

- 6.1.1 Bidders should provide a minimum of three references where you have successfully provided services similar to this bid document. The reference should contain the following information: (i) agency name, (ii) address, (iii) contact person, (iv) telephone number.

## SECTION 6.2 ADMINISTRATION & ORGANIZATION

- 6.2.1 The SCCDSB reserves the right at any time after the closing date, to request from any bidder evidence of its financial standing and stability, including that of each of its officers, directors and principals. All bidders agree to provide at their own expense all such above-related information as may be requested by the SCCDSB within four (4) days of the date of any such request.
- 6.2.2 Bidders should list any and all pending or ongoing legal claims or disputes where the bidder could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.
- 6.2.3 Bidders should state if the staff involved in the execution of this contract are employees or sub-contractors.

## 7.0 TENDER SUBMISSION

### SECTION 7.1 BIDDER'S RESPONSE GUIDELINE

- 7.1.1 Each bid submission should be structured using only the criteria identified in this bid document. When submitting Bids, bidders should use the same numbering format, as on this bid document.
- 7.1.2 A signed copy of the Agreement of Terms Signature Page - Section 9.0 **must** be returned for your bid submission to be accepted.
- 7.1.3 All bid documents should be submitted in an envelope marked with the bid name and number.
- 7.1.4 Bidders **must** provide one signed copy of Appendix A & B - Pricing.
- 7.1.5 Bidders' submissions should include page numbers for ease of reference.
- 7.1.6 The specifications and pricing section of the bid submission should not make reference to supplemental materials.

## 8.0 AWARD OF CONTRACT

### SECTION 8.1 EVALUATION PROCESS

- 8.1.1 All bid submissions will first be evaluated on their compliance with the requirements of this bid document.
- 8.1.2 All compliant bid submissions will be evaluated by the SCCDSB based on the following evaluation criteria:
- 8.1.2.1 Compliance with specifications
  - 8.1.2.2 Price
- 8.1.3 Compliant bidders may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted. Notification will be given to qualified bidders as to the time and place. The presentation shall be at the expense of the bidder.



- 8.1.4 Service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.

### **SECTION 8.2 AWARD AND NOTIFICATION OF CONTRACT**

- 8.2.1 The awarding of a contract will only be in the form of a formal purchase order issued by the SCCDSB. No contract will be considered to be in place until the successful bidder has received a purchase order for the work or product.

### **SECTION 8.3 MANDATORY MEETING**

- 8.3.1 There will be a mandatory meeting for successful bidders prior to grass cutting season. Purchasing Specialist will notify of the date. The meeting will be held at the SCCDSB Facility Services Office, 245 Tecumseh Street, Sarnia, Ontario. Failure to attend this meeting will result in bid disqualification.

### **SECTION 8.4 SITE VIST**

- 8.4.1 It is the responsibility of the bidder to visit any site related to this tender and ensure they understand any site specific requirements contained in bid specification.

**9.0 AGREEMENT OF TERMS**

**SECTION 9.1 ACKNOWLEDGEMENT OF TERMS AND CONDITIONS**

I hereby acknowledge that I have read, understand and agree to the forgoing Contract Terms and Conditions as listed. It is the SCCDSB's intention that the successful bidder's returned Tender form the basis of the contract. All of the terms and conditions of this Tender are assumed to be accepted by the bidder and incorporated into the bidder's Tender submission. It is the SCCDSB's intention to use a Purchase Order when establishing a contract with the successful bidder(s).

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**10.0 APPENDICES**

**APPENDIX A GRASS CUTTING PRICING**

**North Locations**

FACILITY	PRICE PER CUT	% INCREASE for 2 option years	FERTILIZING	AERATING	HST	TOTAL
<b>NORTH LOCATIONS:</b>						
SARNIA MAINTENANCE BUILDING						
GREGORY A HOGAN						
HOLY ROSARY						
SACRED HEART, PORT LAMBTON						
SACRED HEART, SARNIA						
ST ANNE						
ST PATRICK -Entire School Property (including yard and sport fields) (1001 Rapids Parkway)						
ST PATRICK – Football Field Only (1001 Rapids Parkway)						
ST PATRICK – Soccer Field Only (1001 Rapids Parkway)						
ST JOHN FISHER						
ST JOSEPH, CORUNNA						
ST MATTHEW, SARNIA						
ST MICHAEL, BRIGHTS GROVE						
ST PATRICK – Entire School Property (including yard and football field) (281 East St, North)						
ST PATRICK – Football Field Only(281 East St, North)						
ST PETER CANISIUS						
ST PHILIP						
Bidder Signature:		Company Name:				

**APPENDIX A - GRASS CUTTING PRICING****Continued South Locations**

FACILITY	PRICE PER CUT	% INCREASE for 2 option years	FERTILIZING	AERATING	HST	TOTAL
<b>SOUTH LOCATIONS:</b>						
CHRIST THE KING, WALLACEBURG						
GEORGES P. VANIER - CHATHAM						
GOOD SHEPHERD, THAMESVILLE						
HOLY FAMILY, WALLACEBURG						
MONSIGNOR UYEN, CHATHAM						
OUR LADY OF FATIMA, CHATHAM						
ST. AGNES, CHATHAM						
ST. ANNE, BLENHEIM						
ST. ELIZABETH, WALLACEBURG						
ST. JOSEPH, CHATHAM						
ST. JOSEPH, TILBURY						
ST. MICHAEL, RIDGETOWN						
ST. URSULA, CHATHAM						
ST. VINCENT, CHATHAM						
URSULINE COLLEGE, CHATHAM						
GOOD SHEPHERD, THAMESVILLE						
CATHOLIC EDUCATION CENTRE – WALLACEBURG						
CHATHAM MAINTENACE BLDG. – CHATHAM						
TOTAL						
Bidder Signature:		Company Name:				

**APPENDIX B FLOWER BED WEEDING AND SHRUBBERY PRUNING PRICING**

	<b>HOURLY RATE</b>	<b>% INCREASE for 2 option years</b>	<b>HST</b>	<b>TOTAL</b>
FLOWER BED WEEDING				
SHRUBBERY PRUNING				
Bidder Signature:	Company Name:			

**APPENDIX C Reference School Maps**