



ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD

Lighting the Way ~ Rejoicing in Our Journey

ARCHITECTURAL HARDWARE
TENDER # 001/FS2012

Date of Issue: Friday, January 20, 2012

Issued By: St. Clair Catholic District School Board -Tony Prizio

Return Date: Prior to 12:00:00 noon local time, Friday, February 10, 2012

ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
ARCHITECTURAL HARDWARE SUPPLIES - TENDER # 001/FS2012

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION		
1.01	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 29 schools with an estimated enrollment of 9,400 students. The SCCDSB is comprised of all catholic schools within the County of Lambton, and the Municipality of Chatham Kent.		
1.1	PURPOSE		
1.1.1	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 for Architectural Hardware, subject to the conditions herein.		
2.0	BID DEFINITIONS AND INFORMATION		
2.1	DEFINITIONS		
2.1.1	The following words are used throughout this bid document and proponents should note these conditions when completing their bid submission.		
2.1.1.1	The word "MUST" shall mean proponents "must" include the required information in bid submission. Failure to include the required information will deem submission noncompliant.		
2.1.1.2	The word "SHOULD" shall mean proponents "should" include the required information in bid submission.		
2.1.1.3	The word " NONCOMPLIANT " shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.		
2.1.1.4	The word "SUBCONTRACTOR" shall mean a person, firm or company hired by the proponent(s) or the successful proponent(s) to perform any portion or all of this bid.		
2.1.1.5	The word "QUALIFIED" shall mean a proponent who is compliant and has included the required information in their bid submission.		
2.1.1.6	BID IRREGULARITY: 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.		
2.1.1.6.1	Major Irregularity: A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the proponent could gain an unfair advantage over competitors. The SCCDSB will reject any bid submission which contains a major irregularity.		
2.1.1.6.2	Minor Irregularity: A deviation from the bid 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 proponent would not gain an unfair advantage over competitors. The SCCDSB may permit the proponent to correct a minor irregularity.		
2.2	STRUCTURE OF THIS BID		

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2.2.1	Proponents must access the bid document from the SCCDSB web site at:		
2.2.1.1	www.st-clair.net		
2.2.1.2	"Bid Opportunities"		
2.2.1.3	"Proceed to view in PDF format".		
2.3	RETURN LOCATION		
2.3.1	Sealed bid submissions must be returned to:		
2.3.2	"Procurement Specialist"		
2.3.3	Procurement Specialist Tender Box, CEC (Board Office)		
2.3.4	St. Clair Catholic District School Board - Catholic Education Centre		
2.3.5	420 Creek Street		
2.3.6	Wallaceburg, ON		
2.3.7	N8A 4C4		
2.3.8	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 7.2 - Labeling of Envelope).		
2.3.9	The bid submission must be returned to the "Procurement Specialist" for your bid submission to be accepted.		
2.3.10	Delivery to the "Procurement Specialist" is the responsibility of the proponent.		
2.3.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		
2.3.12	Late bids will be returned to the proponent, unopened, if a return address is included on the submission envelope.		
2.4	IMPORTANT DATES		
2.4.1	ISSUE DATE: Friday, January 30, 2012.		
2.4.2	RETURN DATE and TIME: Prior to 12:00:00 noon local time, Friday, February 10, 2012		
2.5	QUESTIONS		
2.5.1	All questions pertaining to this bid document are to be addressed to: Tony Prizio by e-mail at tony.prizio@st-clair.net or by fax @ 519-627-8283. All questions pertaining to this bid document must be submitted in writing. The SCCDSB will only be bound by written answers to questions.		
2.5.2	Questions concerning the terms and conditions of the bid 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.		
2.5.3	Answers to all questions will be posted to the SCCDSB web site at:		
2.5.3.1	www.st-clair.net		
2.5.3.2	"Bid Opportunities"		
2.5.3.3	View documents in PDF format.		
2.5.3.4	Should any questions raised by a proponent necessitate an addendum to this bid document, the addendum will be posted to the SCCDSB Web Site.		

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3.0	CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT		
3.1	CONTRACT TERM		
3.1.1	The term of this agreement shall be for three years, commencing on April 1,2012 and unless otherwise provided herein, terminating on March 31, 2015 .		
3.1.2	The SCCDSB may, at the end of this contract term, extend the contract for a period of 2 years in one (1) year increments and will advise the proponent in writing of their intentions, no later than 60 days prior to month, day, year.		
3.1.3	Proponents should state if your company would agree to extending this contract with the same terms and conditions for a fourth year ending March 31, 2016 .		
3.1.4	Proponents should state if your company would agree to extending this contract with the same terms and conditions for a fifth year ending March 31, 2017 .		
3.2	PRICING		
3.2.1	Proponents must print and sign all Appendices.		
3.2.2	All charges must be included in the cost of the item. Prices quoted must be for goods exactly as specified and in Canadian funds, unless otherwise indicated.		
3.2.3	Prices must include delivery, F.O.B. destination. NO AWARDS WILL BE MADE TO FIRMS QUOTING FREIGHT EXTRA.		
3.2.4	Prices must remain in effect for the initial three year term of the contract, commencing on April 1,2012 and ending March 31, 2015 .		
3.2.5	The SCCDSB expects to order in multiple shipments over the length of this contract.		
3.2.6	It is the intention of the SCCDSB to rationalize its supplier base. This contract may be awarded on a per item basis or on the best cost of various groupings. The groupings will be determined by the SCCDSB. Each proponent agrees to the award on this basis.		
3.2.7	Proponents must state any further discount, as a percentage, if all items are awarded to your company.		
3.2.8	The SCCDSB would like to take advantage of any promotions, price decreases, rebates or new technologies available during the term of the contract. Detail your company's strategy related to future pricing, new hardware components or new technologies.		
3.2.9	Proponents must state discount off list price for any additional products not listed on Worksheet B		
3.3	TAXES		
3.3.1	HST: Where applicable, Harmonized Sales Tax and must be shown separately as extra on all invoices in accordance with Canadian and Provincial Government regulations.		
3.4	DELIVERY & ORDERING		

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3.4.1	Delivery for all items will be directly to our Maintenance Facility, 525 Baldoon Road, Chatham ON N7L 5A9. Unless specified on purchase order.		
3.4.2	Delivery dates will be specified on all of our purchase orders.		
3.4.3	The successful proponent(s) bears the cost of repairs to the site and to hardware with respect to damage caused from shipping or installation.		
3.4.4	The SCCDSB's purchase order number must appear on all packages, packing slips, correspondences, customs documentation and freight bills of lading.		
3.4.5	The lead time shown will be used to calculate delivery dates on our purchase orders and to monitor your company's performance. The lead time must be met as it is one of our criteria considered in the decision, and award, of this and future contracts.		
3.4.6	Not all goods will be ordered at one time; orders will be placed as requests are received from our schools.		
3.4.7	State if minimum dollar value required per order.		
3.4.8	The SCCDSB's purchase order number should appear on all packages, packing slips, correspondences, customs documentation and freight bills of landing.		
3.4.9	The successful proponent(s) must ensure packages are labelled containing the number of packages in each shipment. ie, 1 of 2, 2 of 2, etc.		
3.4.10	The successful proponent(s) must ensure the packaging materials used are adequate so the product is protected at all times during the distribution process.		
3.5	INVOICING/PAYMENT TERMS		
3.5.1	All invoices must be sent to the St. Clair Catholic District School Board, 420 Creek Street Wallaceburg, Ontario N8A 4C4. Attention: Accounts Payable.		
3.5.2	Applicable taxes must be shown as separate line items on all invoices.		
3.5.3	Proponents should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.5.3.1	Proponents should state percentage discount for early payment and net payment terms.		
3.5.4	Purchase order numbers must be stated on all invoices; invoices without the St. Clair Catholic District School Board Purchase Order number will be returned unpaid.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	QUALITY		
4.1.1	Products shall be as per Work Sheet B with NO SUBSTITUTIONS.		
4.1.2	Unless otherwise specified, supplies must be new, in good condition, fit for the purpose for which they are being acquired and free from defects. The decision of the SCCDSB pertaining to items being rejected is final.		

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4.1.3	In addition to price, quality and suitability to school use will be among the first considerations. Delivery lead times, service, performance record, manufacturer's warranties and the value of the overall award will also be taken into consideration when awarding this contract.		
4.1.4	Any material, equipment, service or work ordered which, in the opinion of the SCCDSB, does not completely fulfill the specifications must immediately be removed and/or completed to the specifications at the expense of the successful proponent.		
4.2	QUANTITY/TERM		
4.2.1	The successful proponent(s) will be responsible for supplying the quantities that are eventually ordered for each item awarded during the term of this bid at the quoted price.		
4.3	REQUIREMENTS		
4.3.1	The requirements are detailed in Specifications List - Work Sheet B		
4.4	CATALOGUE		
4.4.1	The successful bidder(s) will be required to submit an electronic file (Excel) with their product listing to be used for ordering purposes by the SCCDSB		
4.4.2	The file must contain the following fields:		
4.4.2.1	Field # 1 - Catalogue/Product #		
4.4.2.2	Field # 2 - Unit of Measure		
4.4.2.3	Field # 3 - Unit Price		
4.4.2.4	Field # 4 - Page Number		
4.4.2.5	Field # 5 - Product Description		
4.4.3	Bidders must state discount, from their list price, that they will offer the SCCDSB on their complete product range for any additional products not listed in Worksheet B.		
4.5	RETURN OF GOODS POLICY		
4.5.1	The SCCDSB will return any shipment collect if, in our opinion, the product supplied does not conform to the specification submitted in the bid.		
4.5.2	Proponents should state if there is a time limit on returning goods.		
4.5.3	Proponents should state if there is a "restocking charge" on any returned item and the amount or rate to be charged if goods are returned for any other reason than those stated in 4.5.1.		
4.5.4	Proponents should describe their procedure for returned goods with respect to:		
4.5.4.1	Packaging		
4.5.4.2	"Attention To" labeling		
4.5.4.3	Address to where returns should be shipped		
4.5.4.4	Method of shipment (company truck, courier, transport)		
4.5.4.5	If a return authorization number is required		
4.5.4.6	What charges apply and who is responsible for payment		
4.5.5	The SCCDSB will not pay to return any goods which do not meet the specifications listed in this bid.		

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4.6	SUBSTITUTIONS		
4.6.1	In the event that an item ordered becomes discontinued during the contract, proponent must notify the Purchasing Services Department for authorization before the item is substituted and shipped to the appropriate location. Successful proponent may be required to provide samples of the proposed substitutions before sending shipments. The Board reserves the right to return any shipment collect, if in our opinion the products supplied do not conform to the specifications in this bid document.		
4.7	TRAINING / SUPPORT		
4.7.1	All training of maintenance staff as required by the SCCDSB will be provided by the supplier and is included in the quoted price.		
4.8	WARRANTY AND MAINTENANCE		
4.8.1	Proponents must state length of warranty (minimum 1yr). proponents must indicate the terms of the warranty.		
5.0	TERMS AND CONDITIONS		
5.1	GENERAL TERMS AND CONDITIONS		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 120 days.		
5.1.2	A proponent who has already submitted a bid may submit an addendum in writing and signed by the proponent 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 proponent as it applies to this bid. Addenda must be submitted to the "Procurement Specialist" in the same manner and within the same time constraints as the bid submission.		
5.1.3	A proponent 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. Withdrawal requests received after the closing date shall not be permitted. Submission withdrawals must be submitted to the "Procurement Specialist" 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 proponent should have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable proponent.		
5.1.6	The laws of the Province of Ontario shall govern in 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.		

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5.1.7	The SCCDSB reserves the right to withdraw the award of the contract to a successful proponent(s) within 30 days of the award if in the opinion of the SCCDSB the successful proponent(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 proponent		
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 proponent for any expense, cost, loss or damage incurred or suffered by the proponent 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 proponent.		
5.1.10	The SCCDSB reserves the right to decline or purchase one or all items in this bid from one supplier or from multiple suppliers.		
5.1.11	All of the terms and conditions of this bid are deemed to be accepted by the proponent and incorporated into the proponent's proposal submission. It is the SCCDSB's intention that the Terms and Conditions stated in this bid and the successful proponent's response to this bid will form the contract between SCCDSB and the successful proponent(s). Any conflict in the wording of the proponent's invoice and/or sales agreement and the wording of the terms and conditions of this proposal, shall be resolved in favour of the SCCDSB and shall be deemed to be incorporated into the proponent's invoice and/or sales agreement.		
5.1.12	The successful proponent(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 proponent(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 proponents. 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 proponents from forming their own opinions and conclusions in respect to the matters addressed in this bid document.		

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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 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 SCCDSB. 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.		
5.1.15	All SCCDSB policies, procedures and regulations must be adhered to by the successful proponent(s).		
5.1.15.1	The successful proponent(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the SCCDSB and each school.		
5.1.16	The successful proponent(s) will reimburse the SCCDSB for any damages through negligence or wilful acts of any of the successful proponent(s)' employees or contracted staff.		
5.1.17	The successful proponent(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 proponent'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 proponent(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the proponent's responsibility to see that all their activities are properly coordinated with the SCCDSB's operations and modify assignments as required.		
5.1.20	This bid document is being issued pursuant to the SCCDSB's Purchasing Policies and Procedures.		
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 proponent(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful proponent(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 proponent(s) for damages that result from the breach of the terms and conditions of the contract, by the successful proponent(s).		

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5.2.2	The SCCDSB shall have the right to retain and set off from any monies payable to the successful proponent(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 proponent(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 proponent(s) for any indebtedness of the supplier that may impact on the SCCDSB.		
5.2.4	The successful proponent(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful proponent(s), the SCCDSB's staff or third party interruptions.		
5.2.5	In the event that the successful proponent(s) becomes insolvent, and/or the successful proponent(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 proponent(s) with another service provider suitable to the SCCDSB in addition to all of its other rights pursuant to the term of this bid.		
5.3	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT		
5.3.1	proponents 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 pursuant 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 proponent, intellectual property right of the proponent, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.		
5.3.2	A proponent 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 proponent assigns all rights, titles and interests 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.		
5.3.3	All proponents 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.		
5.4	HUMAN RIGHTS AND CHILD LABOUR LAWS		

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5.4.1	Any infringement on human rights, but namely those of children, is of considerable concern to the SCCDSB. proponents 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.		
5.5	HEALTH, SAFETY REGULATIONS		
5.5.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) must be completely assembled and must bear a label showing approval of assembly prior to delivery. The SCCDSB shall not accept any equipment that has not been inspected and approved. If not so approved, the SCCDSB reserves the right to invoice the successful proponent(s) for the cost of certification/replacement.		
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	The Ministry of Education and Training and the Ministry of Health provides regulations specifying which substances/products are not acceptable. If applicable, the successful proponent(s) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.		
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.		
5.5.6	Material Safety Data Sheets must be supplied with any/all WHMIS controlled products.		
5.5.7	The SCCDSB reserves the right to request a copy of a proponent's Health & Safety Policy, Procedures and Guidelines.		
5.7	COMMERCIAL LIABILITY INSURANCE		
5.7.1	The successful proponent(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each proponent must state if it has Commercial General Liability Insurance Coverage.		

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5.7.2	Each proponent 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 proponent does not presently have \$2 million per occurrence of Commercial Liability Insurance coverage, the proponent 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 proponent. The successful proponent(s) further agrees to maintain good standing throughout the term of the contract. The SCCDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.7.2.1	This liability policy shall contain the following coverage:		
5.7.2.2	Personal Injury & Property Damage		
5.7.2.3	Non-Owned Automobile Liability		
5.7.2.4	Owners and Contractors Protective Coverage		
5.7.2.5	Contractual Liability		
5.7.2.6	Broad Form Property Damage		
5.7.2.7	Products & Completed Operation Insurance		
5.7.2.8	Contingent Employees Liability		
5.7.2.9	Cross Liability Clause and Severability of Interest Clause		
5.7.3	Upon an award to the successful proponent(s) by the SCCDSB, the successful proponent(s) may 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 proponent(s) or its employees or subcontractors during the performance of its obligations under the contract.		
5.7.4	The successful proponent(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 arising out of negligent or wilful acts on the part of the successful proponent(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		
5.8	MOTOR VEHICLE LIABILITY INSURANCE		
5.8.1	proponents must state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the SCCDSB.		

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5.8.2	In the event of an affirmative answer to 5.8.1, the successful proponents must be covered by Automobile Liability Insurance through the term of the Contract. If the proponent's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the proponent. Each proponent must state if it or its employees or subcontractors have Automobile Liability Insurance Coverage. Sub clauses also subsection 5.8.3 to subsection 5.8.4 applies to those employees or subcontractors who operate their own automobiles on the property of the SCCDSB.		
5.8.3	Proponents should show proof with the submission of this bid, that upon the award of this contract that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million (Commercial and \$1 million on all personally owned vehicles) per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or the agent's letterhead that liability insurance limits will be increased to \$2 million for Commercial Vehicles and \$1 million personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain that good standing throughout the term of the contract.		
5.8.3.1	The SCCDSB reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage:		
5.8.4	Upon an award to the successful proponent(s) by the SCCDSB, the successful proponent(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 damage and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		
5.8.5	The successful proponent(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 proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		
6.0	PROPONENT PROFILE		
6.1	REFERENCES		

FIRM NAME : _____

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ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD
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6.1.1	New proponents should provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. The reference should contain the following information:		
6.1.1.1	Reference 1 - Company Name:		
6.1.1.2	Reference 1 - Address:		
6.1.1.3	Reference 1 - Contact Name:		
6.1.1.4	Reference 1 - Phone Number:		
6.1.1.5	Reference 1 - Fax Number:		
6.1.1.6	Reference 1 - e-mail address:		
6.1.1.7	Reference 2 - Company Name:		
6.1.1.8	Reference 2 - Address:		
6.1.1.9	Reference 2 - Contact Name:		
6.1.1.10	Reference 2 - Phone Number:		
6.1.1.11	Reference 2 - Fax Number:		
6.1.1.12	Reference 2 - e-mail address:		
6.1.1.13	Reference 3 - Company Name:		
6.1.1.14	Reference 3 - Address:		
6.1.1.15	Reference 3 - Contact Name:		
6.1.1.16	Reference 3 - Phone Number:		
6.1.1.17	Reference 3 - Fax Number:		
6.1.1.18	Reference 3 - e-mail address:		
6.2	ADMINISTRATION & ORGANIZATION		
6.2.1	Proponents are required to list any and all pending or ongoing legal claims or disputes where the proponent could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.		
7.0	BID SUBMISSION		
7.1	PROPONENT'S RESPONSE GUIDE		
7.1.1	Each bid submission should be structured using only the criteria identified in this bid document. When submitting bids, proponents should use the same numbering format, as on this bid document.		
7.1.2	The bid submission must include:		
7.1.2.1	Printed and signed copies of all Appendices		
7.1.2.2	Worksheet A: Terms and Conditions Response		
7.1.3.3	Worksheet B: Specifications & Pricing		
7.1.4	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 7.2 - Labeling Instructions).		

FIRM NAME : _____

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7.1.5	Proponents' submissions should include page numbers for ease of reference by committee members.		
7.1.6	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		
7.1.7	Supplemental materials will not qualify as substitutes for direct responses to the bid's requirements unless specifically requested.		
7.2	LABELING OF ENVELOPE		
7.2.1	ADDRESS BID ENVELOPE AS SHOWN BELOW:		
7.2.2	From - Company Name & Address		
7.2.3	To:OFFICE OF THE PROCUREMENT SPECIALIST		
7.2.4	St. Clair Catholic District School Board		
7.2.5	Catholic Education Centre		
7.2.6	420 Creek St.		
7.2.7	Wallaceburg, ON		
7.2.8	N8A 4C4		
7.2.9	Architectural Hardware Tender 001/FS2012		
7.2.10	Bid # 001/FS2012		
7.2.11	Return Date: Prior to 12:00:00 noon local time, Friday, February 10, 2012		
8.0	AWARD		
8.1	EVALUATION PROCESS		
8.1.1	An evaluation committee will be established to evaluate bid submissions.		
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		
8.1.3	All compliant bid submissions will be evaluated by a SCCDSB evaluation committee based on the following evaluation criteria:		
8.1.3.1	Price		
8.1.3.2	Compliance with Specifications		
8.1.3.3	Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.		
8.1.4	Compliant proponents 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 proponents as to the time and place. The presentation shall be at the expense of the proponent.		
8.1.5	In the event of a tie score the SCCDSB will resolve the tie by a draw. The names of the tie proponents will be entered into the draw. All parties will have representation when the draw takes place.		
8.2	AWARD AND NOTIFICATION OF CONTRACT		

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8.2.1	The results of this bid will be posted to the SCCDSB web site as soon as decisions have been made:		
8.2.1.1	www.st-clair.net		
8.2.1.2	"Bid Opportunities"		
9.0	SIGNATURE PAGE		
9.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		
9.2	I hereby acknowledge and agree that I have read and completed all of the preceding Contract Terms and Conditions and all Appendices. All required Appendices are included in our bid submission.		
9.3	I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:		
9.4	NAME (Please print):		
9.5	TITLE:		
9.6	SIGNATURE:		
9.7	FIRM NAME:		
9.8	State the legal entity that your organization operates under:		
9.8.1	Proprietorship		
9.8.2	Partnership		
9.8.3	Corporation		
9.9	If your organization is incorporated, proponents must state the jurisdiction in which the corporation was originally incorporated in:		
9.9.1	Name of each individual Partner or Correct Legal Name of Corporation:		
9.9.2	E-MAIL ADDRESS:		
9.9.3	ADDRESS:		
9.9.4	INTERNET ADDRESS:		
9.9.5	TELEPHONE NO.:		
9.9.6	FAX NO.:		
9.10	If subcontracting , proponents must provide the correct legal name for any sub contractor, their full personal name and address, telephone number, fax number, as well as the name(s) of appropriate contact persons (with whom the SCCDSB may consult regarding this bid with whom the proponent enters into a contract(s) with to carry out any portion of this contract:		
9.10.1	Firm Name:		
9.10.2	Firm Address:		
9.10.3	Telephone Number:		
9.10.4	Fax Number:		
9.10.5	E-MAIL ADDRESS:		

FIRM NAME : _____

SIGNATURE: _____

	Items	Model	Stocked Item	Indicate Delivery Date From Time Of Order	Unit Price	HST	Terms
1	DOOR CLOSERS	LCN 4041 Interior, painted finish - 689 grey aluminum or stat 690 brown					
2		LCN 4040 Cush exterior, painted finish - 689 grey aluminum or stat 690 brown					
3		LCN 4040 3049-H Adjustable Hold Open Arm for 4040 Series Door Closers					
4		LCN 7800 Magnetic fire release wall magnet kit, 689 finish					
5		GJ-104-H-630 Glynn-Johnson overhead stop with hold open (concealed) - Stainless Steel					
6		ZZ-104-H-SP28 Glynn-Johnson overhead stop with hold open (concealed)-Aluminum					
7		HU-HA8-P-PUSH-39-CL Hunter Low Energy Operator Plated					
8	EXIT DEVICES	Von Duprin Guard-X exit alarm lock, aluminum US28 finish					
9		Von Duprin 98NL series, 630 finish and hex key dogging.					
10		Von Duprin 98NL/F series, 630 finish and hex key dogging.					
11		996 L 06 Breakaway lever trim for Von Duprin 98 series, Left or Right					
12		9827NL Von Duprin surface mount vertical rod exit device, 630 finish					
13		9827NL/F Von Duprin surface mount vertical rod exit device, 630 finish					
14	DOOR PULLS	IVES 8100 SERIES 630 stainless steel Size: 8" #8012					
15	LOCKS	Schlage ND94LD RHO 626 cylindrical series Rhodes, Vandal Guard classroom function					
16		Schlage ND96LD RHO 626 cylindrical series Rhodes, Vandal Guard store room function					

FIRM NAME : _____

SIGNATURE: _____

	Items	Model	Stocked Item	Indicate Delivery Date From Time Of Order	Unit Price	HST	Terms
17		Schlage rim cylinder G keyway, 6 pin, 20021, finish 626					
18		Schlage mortise cylinder G keyway, 6 pin, 20001, 118626					
19		Schlage Key in knob Cylinder 23065 B760 G keyway, 6 pin 626 finish					
20		Schlage Primus 20-700 626 Rim Cylinder GP keyway,					
21		Schlage Primus 20-709 Mortise Cylinder GP keyway,					
22		Schlage Padlock PL 2002 G keyway 6 PIN					
23		Cabinet lock CL 1000PB G keyway					
24		Schlage BC 563P 626 G keyway classroom function deadbolt					
25		Schlage B663L 626 G keyway classroom function Deadbolt					
26		Schlage single cylinder deadbolt G keyway, 6 pin 626 finish					
27		Ives LG1 Lock guard 630 finish					
28		Ives SB 1630B Surface bolt 630 finish					
29		Ives SB 1630OT Surface bolt 630 finish					
30	HINGES	IVES HD. 4 .5 X 4" 5BB1 HW 652 Standard steel finish					
31		IVES 3CB1 HW 4.5X 4.5 630 finish					
32		IVES 5BB1 SH WH 4.5X4 630 finish					
33		Ives 157 HD Geared AL continuous hinge					
34	KEY BLANKS	PRIMUS 35-157					
35	PINS	Lab replacement pins - colour coded					
36	PLATES	IVES 8400 SERIES 8" X36" 630 Stainless steel					

FIRM NAME : _____

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	Items	Model	Stocked Item	Indicate Delivery Date From Time Of Order	Unit Price	HST	Terms
37	PUSH PLATES	IVES 8200 SERIES (Finish - stainless steel, Size: 4X16")					
38	MULLIONS	Von Duprin KR 4954 grey					
39	STOPS	FS 436 626 Floor stop					
40		R 435 626 Floor stop riser					
41		WS406 CVX 626 Wall stop					

FIRM NAME : _____

SIGNATURE: _____