



**ST. CLAIR CATHOLIC  
DISTRICT SCHOOL BOARD**

*Lighting the Way ~ Rejoicing in Our Journey*

**ANNUAL PLAYGROUND EQUIPMENT INSPECTIONS  
ANNUAL ROTO-TILLING  
ANNUAL WINCHES & BASKETBALL BACKBOARD INSPECTIONS &  
REPAIRS  
TENDER # 030**

**Date of Issue:** Monday, November 11, 2013

**Issued By:** Tony Prizio, Procurement Specialist

**Return Date:** Thursday November 28, 2013 **before** 2:00:00 p.m. local time

**Return Location:** Catholic Education Centre – 420 Creek Street Wallaceburg, ON

**ANNUAL PLAYGROUND EQUIPMENT INSPECTIONS  
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# ANNUAL PLAYGROUND EQUIPMENT INSPECTIONS ANNUAL ROTO-TILLING ANNUAL WINCHES & BASKETBALL BACKBOARD INSPECTIONS & REPAIRS

## 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 bid document is to provide interested parties with sufficient information to enable them to prepare and submit proposals for consideration by the SCCDSB for Annual Playground Equipment Inspections, Annual Rototilling and Annual Winches & Basketball Backboard Inspections & Repairs subject to the conditions herein.

## 2.0 TENDER DEFINITIONS AND INFORMATION

### SECTION 2.1 DEFINITIONS

The following words are used throughout this bid document and proponent(s) should note these conditions when completing their submission.

- 2.1.1 The word **“MUST”** – Proponent(s) “must” include the required information in submission. Failure to include the required information will deem submission noncompliant.
- 2.1.2 The word **“SHOULD”** - Proponent(s) “should” include the required information in submission.
- 2.1.3 The word **“NONCOMPLIANT”** – Proposal 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 proponent(s) or the successful proponent(s) to perform all or any portion of this proposal.
- 2.1.5 The word **“QUALIFIED”** will mean a proponent(s) who is compliant and has included the required information in his/her proposal submission.
- 2.1.6 **PROPOSAL IRREGULARITY:** Is defined as a deviation between the requirements (terms, conditions, specifications, special instructions) of a proposal response for the purposes of this submission; proposal 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 proponent(s) 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 proponent(s) would not gain an unfair advantage over competitors. The SCCDSB may permit the proponent(s) to correct a minor irregularity.

## SECTION 2.2 RETURN LOCATION

- 2.2.1 Sealed bid submission **must** be returned to:
- SCCDSB – Catholic Education Centre  
Tony Prizio  
420 Creek Street  
Wallaceburg, ON N8A 4C4  
Tender # 030
- 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 proponent(s).
- 2.2.4 Submissions received late will be returned unopened to the proponent(s), if a return address is included on the submission envelope.
- 2.2.5 Submissions received by electronic transmission (i.e. faxed or e-mailed) will **not** be accepted.

## SECTION 2.3 IMPORTANT DATES

- 2.3.1 **Issue Date:** Monday, November 11, 2013
- 2.3.2 **Questions by:** Friday, November 22, 2013
- 2.3.3 **Questions answered:** Tuesday, November 26, 2013
- 2.3.4 **Return Date and Time:** Thursday, November 28, 2013 2:00:00p.m local time.
- 2.3.5 **Mandatory Meeting:** To Be Determined

## SECTION 2.4 QUESTIONS / REGISTRATION / ADDENDA

- 2.4.1 All questions pertaining to this tender document are to be addressed to: Tony Prizio, by Fax 51-627-8283 or by e-mail [tony.prizio@st-clair.net](mailto:tony.prizio@st-clair.net). After specified date no further inquiries, concerns or questions may be submitted. The SCCDSB reserves the right to distribute in writing to all other proponent(s) 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: Tony Prizio. The SCCDSB will only be bound by written answers to questions.
- 2.4.3 Should any questions raised by a proponent(s) necessitate an addendum to this tender document, the addendum will be posted to the SCCDSB web site and Biddingo.com.

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

### SECTION 3.1 CONTRACT TERM

- 3.1.1 The term of this proposal be for the period of 3 years, commencing on January 1, 2014 terminating on December 31, 2017.
- 3.1.2 The SCCDSB may at the end of the proposed agreement, extend the contract period for a period of up to two years and will advise the proponent(s) in writing of their intentions no later than 1 (one) month prior to expiration of the contract.

### SECTION 3.2 CONTRACT PRICING

- 3.2.1 Proponent(s) must complete the pricing section in Appendices A, and B.
- 3.2.2 All charges **must** be included in the cost of the product or service. Prices quoted **must** be for products or services exactly as specified and in Canadian Funds, unless otherwise indicated.
- 3.2.3 Prices **must** include travel.
- 3.2.4 Prices **must** include delivery. F.O.B. Destination.
- 3.2.5 Prices **must** remain in force for the initial term of the contract.
- 3.2.6 Price increases during the contract term are subject to the approval of the SSCDSB and will be limited to proof of manufacturers' or industry increases in written form from the successful proponent(s).
- 3.2.7 Contractor shall forward copy of supplier invoices upon request to substantiate mark up percentage as quoted on Pricing Page Appendices A, B or C.

### SECTION 3.3 TAXES

- 3.3.1 HST : Where applicable, Harmonized Sales Tax must be shown separately as an extras on all invoices in accordance with the Canadian and Provincial Government Regulations.
- 3.3.2 Price increases or decreases related to changes in the Canadian and Provincial Government tax Regulations at any point during the contract are subject to review by either the SCCDSB or the successful proponent(s)."

### 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 Proponent(s) should state any percentage discounts for early payment.

## 4.0 SPECIFICATIONS / REQUIREMENTS

### SECTION 4.1 PLAYGROUND EQUIPMENT INSPECTIONS

- 4.1.1 Playground Equipment in all facilities of the St. Clair Catholic District School Board as per attached list are to be thoroughly inspected and repaired on an annual basis. (APPENDIX 'C')
- 4.1.2 The playground equipment must be inspected according to the applicable standard for the year it was installed. The applicable regulations are: CAN/CSA-Z614-07, CAN/CSA-Z614-03 and CAN/CAS-Z7614-98 Standard for Children's Playspaces and Equipment.
- 4.1.3 **Inspections**
  - 4.1.3.1 Inspections are to be conducted by knowledgeable, trained and experienced personnel.
  - 4.1.3.2 Inspections shall include:
    - a) All kindergarten, primary and junior division climbing apparatus and immediately surrounding fence.
    - b) Exterior basketball, baseball, soccer and other exterior play equipment.
- 4.1.4 **Reports**

- 4.1.4.1 A Separate inspection report on each school is to be submitted. The report is to list and include digital photographs of:
- general view of item above
  - close up and references of each deficiency including reference
  - description of all deficiencies, INCLUDING CAN/CSA-Z614-07 variances
  - recommendations for correction, or report of corrections made as per item 4.0
  - costs to implement recommendation.

#### 4.1.5 Repairs

- 4.1.5.1 Minor repairs of less than \$200 per school are to be identified and completed at time of inspection. Repairs in excess of \$200 per school are to receive prior approval from the Facility Department. These costs are extra to the tender costs.
- 4.1.5.2 All repairs are to be completed such that potential cuts and snags to playing students are not possible.
- 4.1.5.3 Welds and bare metal are to be primed and painted.
- 4.1.5.4 Work site is to be left absolutely clear of all debris.

#### 4.1.6 Schedule

- 4.1.6.1 All inspections to be completed prior to date specified.

### SECTION 4.2 ANNUAL ROTO-TILLING

- 4.2.1 Roto-tilling is to take place during the months of April to June. Roto-tilling to be completed just prior to equipment inspection and fall test for compaction being performed.
- 4.2.2 Roto-tilling of pea stone **must** include breaking up of hard pan and **must** ensure that the entire protective surface area is roto-tilled, including under moveable equipment such as slides, etc.
- 4.2.3 Roto-tilling charts to be provided, on a school by school basis, within the week of schools being complete.

### SECTION 4.3 ANNUAL WINCHES, BASKETBALL BACKBOARD INSPECTIONS AND REPAIRS

- 4.3.1 Equipment inspections to take place during the months of July and August.
- 4.3.2 Written inspection reports are to be submitted for each facility. The reports should include the following:
- digital photograph
  - close up and references of each deficiency
  - recommendations for correction
  - costs to implement recommendation
- 4.3.3 Minor repairs of less than \$200 per school are to be identified and completed at time of inspection. Repairs in excess of \$200 per school are to receive prior approval from the Facility Department. These costs are extra to the tendered costs.

## 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 proponent(s) who has already submitted a proposal may submit an addendum in writing and signed by the proponent(s) 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(s) as it applies to this submission. Addenda **must** be submitted in the same manner and within the same time constraints as the proposal submission.
- 5.1.3 A proponent(s) may withdraw the proposal 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 tender 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 proposal.
- 5.1.5 The proponent(s) 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 proposal.
- 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 proposal and any dispute arising out of the issuance of and response to this proposal.
- 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(s).
- 5.1.8 The lowest or any tender submission may not necessarily be accepted. The SCCDSB reserves the right to decline any or all tender submissions, or to cancel the tender 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(s) for any expense, cost, loss or damage incurred or suffered by the proponent(s) as a result of such withdrawal.
- 5.1.9 All costs associated with the preparation of the tender submission will be solely the responsibility of the proponent(s).
- 5.1.10 The SCCDSB reserves the right to decline or award portions of the products or services required by this tender to one proponent(s) or from multiple proponent(s).
- 5.1.11 All of the terms and conditions of this tender are deemed to be accepted by the proponent(s) and incorporated into the proponent(s)'s tender submission. It is the SCCDSB's intention that the Terms and Conditions stated in this tender, the successful proponent(s)'s response to this tender and the issuance of a SCCDSB Purchase Order will form the contract between SCCDSB and the successful proponent(s). Any conflict in the wording of the proponent(s)'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)'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 tender document, the information contained herein is contained solely as a guideline for proponent(s). The information is not guaranteed or warranted to be accurate by the SCCDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this tender document is intended to relieve proponent(s) from forming their own opinions and conclusions in respect to the matters addressed in this tender 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 tender acceptance request a proponent(s) to correct a minor irregularity with no change in proposal price. Items of non-compliance on any proposal submissions which do not strictly comply with the provisions, procedures and requirements of this tender, 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 proponent(s) agree to provide all such additional information as, and when requested, at their own expense, provided no proponent(s) in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its proposal 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).
- 5.1.16 The successful proponent(s) will reimburse the SCCDSB for any damages through negligence or willful 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)'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 ensuring that regular supervision is maintained over all working personnel. It is the proponent(s)'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 the proposed contract within 30 days written notice if, in its opinion, the successful proponent(s) fails to meet the terms and conditions of the proposed contract. Notwithstanding the termination of the proposed contract, the successful proponent(s) shall remain responsible for its obligations under the proposed 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.
- 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 proposed contract the total outstanding amount from time to time and for all damage claims by the SCCDSB or any third parties arising out of the proposed 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 the proposed 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, 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 tender.

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

- 5.3.1 Proponent(s) agree that all documentation and information contained in any tender 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 tender submission or an addendum may contain a trade secret of the proponent(s), intellectual property right of the proponent(s), or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret. A proponent(s) specifically consents to the disclosure of any and all information contained in their tender 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(s) assigns all right, title and interest that they have in the tender 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 proponent(s) agree not to disclose any information provided by the SCCDSB in this tender 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. Proponent(s) 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 All equipment requiring approval (Hydro One, C.S.A., U.L.C., etc.) **must** be completely assembled and **must** bear label showing approval of assembly prior to delivery. The SCCDSB will 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.
- 5.5.3 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.
- 5.5.4 MATERIAL SAFETY DATA SHEETS **must** be supplied with any/all WHMIS controlled products.
- 5.5.5 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 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, 1990, Chapter 0-1. The contractor 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 The SCCDSB reserves the right to request a copy of a contractor's Health & Safety Policy, Procedures and Guidelines.

## SECTION 5.6 WORKPLACE SAFETY AND INSURANCE BOARD

- 5.6.1 The successful proponent(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 contractor(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 contractor(s) to the SCCDSB's representative within 24 hours.

## SECTION 5.7 COMMERCIAL LIABILITY INSURANCE

- 5.7.1 The successful contractor(s) **must** be covered by Commercial General Liability Insurance throughout the term of the Contract.
- 5.7.2 Each proponent(s) should show proof with the submission of this proposal 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(s) does not presently have \$2 million per occurrence of Commercial Liability Insurance coverage, the proponents shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$2 million per occurrence from the commencement of the contract should the contract be awarded to the proponent(s). The successful proponent(s) further agrees to maintain good standing throughout the term of the proposed 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 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 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.

- 5.7.5 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 or injury (including death) or damage to any property rising out of negligent or willful acts on the part of the successful proponent(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.

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

- 5.8.1 The successful proponent(s) **must** be covered by Automobile Liability Insurance through the term of the Contract.
- 5.8.2 Proponent(s) **must** show proof upon request, that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million per occurrence for liability arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors.
- 5.8.3 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.

#### **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 to before the tender is awarded. Contractors who cannot meet the minimum requirements of this program will not be awarded this proposal. Program information can be found on the SCCDSB web site at [www.st-clair.net](http://www.st-clair.net) or through the Board contact identified previously in this document.

#### **SECTION 5.10 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)**

- 5.10 The Boards are committed to the highest possible standards for accessibility. The Bidder must be capable of recommending and delivering, as appropriate, and if applicable, for goods and/or services described herein, accessible and inclusive goods and/or services described herein consistent with the Ontario Human Rights Code ("OHRC"), the Ontarians with Disabilities Act, 2001 ("ODA") and the Accessibility for Ontarians with Disabilities Act, 2005 ("AODA") and their respective regulations in order to achieve accessibility for Ontarians with disabilities. Bidders are required to comply with the Board's accessibility standards, policies, and procedures.

### **6.0 CONTRACTOR PROFILE**

#### **SECTION 6.1 REFERENCES**

- 6.1.1 Proponent(s) should provide a minimum of three references where services have been successfully provided similar to this tender 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 proponent(s) evidence of its financial standing and stability, including that of each of its officers, directors and principals. All proponent(s) 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 Proponent(s) should list any and all pending or ongoing legal claims or disputes where the proponent(s) could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.
- 6.2.3 Proponent(s) should state if the staff involved in the execution of this contract are employees or sub-contractors.

### **7.0 TENDER SUBMISSION**

#### **SECTION 7.1 PROPONENT RESPONSE GUIDELINE**

- 7.1.1 Each proposal submission should be structured using only the criteria identified in this tender document. When submitting proposals, proponent(s) should use the same numbering format, as on this tender document.

- 7.1.2 A signed copy of the Agreement of Terms page - Section 9.0 **must** be returned for your tender submission to be accepted.
- 7.1.3 All tender documents should be submitted in an envelope marked with the tender name and number.
- 7.1.4 Proponent(s) **must** provide one signed copy of the tender documents.
- 7.1.5 Proponent(s)' submissions should include page numbers for ease of reference.
- 7.1.6 The specifications and pricing section of the tender submission should not make reference to supplemental materials.
- 7.1.7 Supplemental materials **will not qualify** as substitutes for direct responses to the tender's requirements. (except specifically requested material, such as the detailed specification sheets, colour charts etc.).

## **8.0 AWARD OF CONTRACT**

### **SECTION 8.1 EVALUATION PROCESS**

- 8.1.1 All tender submissions will first be verified on their compliance with the requirements of this document.
- 8.1.2 All proposal submissions will be evaluated by the SCCDSB evaluation committee based on the following evaluation criteria:
- 8.1.2.1 Compliance with specifications
  - 8.1.2.2 Price
- 8.1.3 Compliant proponent(s) may be requested to make a presentation of their proposal. No alteration of your submission will be permitted. Notification will be given to qualified proponent(s) as to the time and place. The presentation shall be at the expense of the proponent(s).
- 8.1.4 Service, performance record, ability to meet the needs of the SCCDSB and pricing will be taken into consideration when awarding this contract.
- 8.1.5 Delivery, lead times, service, performance record, and value of the overall award will also be taken into consideration when awarding this contract.
- 8.1.6 The lowest or any submission will not necessarily be accepted. The Board reserves the right to accept or reject the whole or any part of any submission.
- 8.1.7 The determination of equal quality will be based on our internal professional opinion.
- 8.1.8 In the event of a tie score the SCCDSB will resolve the tie by a draw. The names of the tie bidders will be entered into a draw witnessed by SCCDSB evaluation committee.

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

- 8.2.1 The results of this bid will be posted to the SCCDSB website and Bidding.com as soon as decisions have been made.
- 8.2.2 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 proponent(s) has received a purchase order for the work or product.

### **SECTION 8.3 SITE VIST**

- 8.4.1 In order to ensure full understanding of the scope or work contained in tender document it is the responsibility of the proponent(s) to visit any site related to this tender document should they deem it necessary. Site visits can be arranged through the Board Contact.

**9.0 AGREEMENT OF TERMS**

**SECTION 9.1 ACKNOWLEDGEMENTS 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 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).

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

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

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

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

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

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

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

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

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

**10. APPENDICES**

APPENDIX 'A'  
APPENDIX 'B'  
APPENCIX 'C'

ATTACHMENT  
ATTACHMENT  
ATTACHMENT

**APPENDIX 'A' PRICING WORK SHEET - PLAYGROUND EQUIPMENT INSPECTION AND ROTO-TILLING**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT COST</b>	<b>COMMENTS</b>
4.1	Playground Safety Inspections Performed by a Certified Playground Safety Inspector		
4.2	Roto-Tilling of each Play Area		
	Price Quote to be Provided for Repairs		

**APPENDIX 'B' - PLAYGROUND EQUIPMENT LOCATIONS**

<b>Elementary School Locations</b>					
<b>CHATHAM/KENT LOCATIONS</b>	<b>ADDRESS</b>		<b>Play Equipment</b>	<b>Manufacturer</b>	<b>Surfacing</b>
Christ The King	227 Thomas Avenue	Wallacburg	2 units	Belair	Pea Stone
Georges P. Vanier	20 Cecile Avenue	Chatham	1 unit	Paris (Playpower)	Pea Stone
Good Shepherd	4 Edith Street	Thamesville	2 units	APE	Pea Stone
Holy Family	649 Murray Street	Wallaceburg	1 unit	APE	Pea Stone
Monsignor Uyen	255 Lark Street	Chatham	1 unit	Paris (Playpower)	Pea Stone
Our Lady of Fatima	545 Baldoon Road	Chatham	No Equipment		
St. Agnes	55 Croydon Street	Chatham	No Equipment		
St. Anne - Blenheim	183 Snow Avenue	Blenheim	2 units	Miracle/Paris	Pea Stone
St. Elizabeth	1350 Bertha Street	Wallaceburg	1 unit	Miracle/Paris	Pea Stone
St. Joseph - Chatham	25 Raleigh Street	Chatham	1 unit	LTCPS (Playpower)	Pea Stone
St. Joseph - Tilbury	43 St. Clair Street	Tilbury	1 unit	Paris (Playpower)	Pea Stone
St. Michael - Ridgetown	25 Maple Street South	Ridgetown	1 unit	Paris (Playpower)	Pea Stone
St. Ursula	426 Lacroix Street	Chatham	1 unit	Hilan	Pea Stone
St. Vincent	9399 McNaughton Line East	Chatham	1 unit	Belair	Pea Stone
<b>SARNIA/LAMBTON LOCATIONS</b>	<b>ADDRESS</b>		<b>Play Equipment</b>	<b>Manufacturer</b>	<b>Surfacing</b>
Gregory A. Hogan	1824 Hogan Drive	Sarnia	2 units	APE	Pea Stone
Holy Trinity	60 Lorne Crescent	Sarnia			
Holy Rosary	715 London Street	Wyoming	2 units	APE	Pea Stone
Sacred Heart - P.L.	434 John Street	Port Lambton	2 units	APE/Jambette	Pea Stone
Sacred Heart - S	1411 Lecaron Avenue	Sarnia	1 unit	Miracle	Pea Stone
St. Anne - S	1000 The Rapids Parkway	Sarnia	1 unit	APE	Pea Stone
St. Joseph - Corunna	535 Birchbank Drive	Corunna	No Equipment		
St. John Fisher	44 Main Street North	Forest	1 unit	Blue Imp	Pea Stone
St. Matthew	720 Elm Avenue	Sarnia			
St. Michael - B.G.	1930 Wildwood Drive	Bright's Grove	2 units	LTCPS (Playpower)/Blue Imp	Pea Stone
St. Peter Canisius	424 Victoria Street	Watford	1 unit	APE	Pea Stone
St. Philip	420 Queen Street	Petrolia	2 units	Henderson Rec./APE	Pea Stone



## APPENDIX 'C' PRICING SHEET: WINCHES AND BB BOARDS

<b>North Schools Gym Equipment Inventory</b>										
<b>SCHOOLS</b>		<b>Gym Hoisted BB Boards</b>		<b>Gym Fixed BB Boards</b>		<b>Projection Screens</b>	<b>Score Clock</b>	<b>Other</b>	<b>Comments</b>	<b>Pricing</b>
		<b>QTY</b>	<b>TYPE</b>	<b>QTY</b>	<b>TYPE</b>					
1	Gregory A. .Hogan			2	extended- no cable support	1	1	ceiling mounted light frames		
				4	flat					
2	Holy Rosary	2	screw gear wall mount	1	extended- no cable support	1	1			
		1	retractable beam mounted							
3	Sacred Heart - Port Lambton			2	extended- no cable support	1	1			
				4	flat					
4	Sacred Heart - Sarnia			4	extended- no cable support	1	1			
				2	extended- with cable support					
5	St. Anne - Sarnia	2	retractable beam & wall mount	4	extended- with cable support	1	1			
6	St. Patrick - H.S.	8	retractable beam mounted			1	2			
7	St. John Fisher	2	screw gear wall mount	2	flat	1	1			
		1	retractable beam mounted	1	extended- no cable support					
8	St. Joseph - Corunna	4	extended with screw gear and support cable	2	extended- with cable support	0	1	hoisted vinyl gym divider curtain		
9	St. Michael - B.G	2	screw gear wall mount	4	extended- no cable support	1	1			
10	St. Peter Canisius			2	extended roof & wall mount	1	1			
				3	extended wall mount no support cable					
11	St. Philip	4	screw gear wall mount			1	1			
		2	retractable beam mounted							
12	Holy Trinity	4	Sheridan fold away height adjustable	4	Sheridan fixed mounted		1	stage rollup curtain		
		2						folding wall 15x24 & 15x36		
13	St. Matthew	4	Sheridan fold away height adjustable	4	Sheridan fixed mounted		1	stage rollup curtain		
		2						folding wall 15x24 & 15x36		

<b>South Schools Gym Equipment Inventory</b>										
<b>SCHOOLS</b>		<b>Gym Hoisted BB Boards</b>		<b>Gym Fixed BB Boards</b>		<b>Projection Screens</b>	<b>Score Clock</b>	<b>Other</b>	<b>Comments</b>	<b>Pricing</b>
		<b>QTY</b>	<b>TYPE</b>	<b>QTY</b>	<b>TYPE</b>					
1	Christ The King	2	retractable beam mounted				1			
		4	screw gear wall mount							
2	Georges P. Vanier	4	retractable beam mounted			1	1			
		4	screw gear wall mount							
3	Good Shepherd	2	screw gear ceiling mount			1	1	large unit		
		2	screw gear wall mount					small unit		
4	Holy Family	2	retractable beam mounted			1	1	In focus machine		
		4	screw gear wall mount with cable							
5	Monsignor Uyen	2	retractable beam mounted	4	Flat	1	1			
6	Our Lady of Fatima	2	retractable beam mounted			1	1			
		4	crew gear wall mount							
7	St. Agnes	2	retractable beam mounted			1	1			
		4	crew gear wall mount							
8	St. Anne – Blenheim	2	retractable beam mounted			1	1			
		4	screw gear wall mount							
9	St. Elizabeth	2	retractable beam mounted	4	flat		1			
10	St. Joseph – Chatham	2	retractable beam mounted	4	flat	1	1			
11	St. Joseph – Tilbury	2	retractable beam mounted	4	extended with wall mount support cable	1	1			
12	St. Michael – Ridgetown	2	retractable beam mounted	4	flat	1	1			
13	St. Ursula	2	retractable beam mounted	4	flat	1	1			
14	St. Vincent	2	retractable beam mounted	4	extended with wall mount support cable	1	1			
15	Ursuline College Secondary School Gymnasium	2	retractable beam mounted	6	extended with wall mount support cable	1	1			
16	Ursuline College Secondary School Cafeteria	2	electric retractable beam mounted				1			