



**ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD**

Lighting the Way ~ Rejoicing in Our Journey

**ASBESTOS & MOULD INSPECTION MANAGEMENT
SERVICES
TENDER # 014**

Date of Issue: Tuesday, November 13, 2018

Issued By: Tony Prizio, Supervisor - Procurement

Return Date: Wednesday, December 5, 2018 **before** 2:00:00 p.m. local time

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

ASBESTOS & MOULD INSPECTION AND MANAGEMENT SERVICES

TABLE OF CONTENTS

1.0 INTRODUCTION

SECTION 1.1 PURPOSE

2.0 BID DEFINITIONS AND INFORMATION

SECTION 2.1 DEFINITIONS

SECTION 2.2 RETURN LOCATION

SECTION 2.3 IMPORTANT DATES

SECTION 2.4 QUESTIONS / REGISTRATION / ADDENDA

SECTION 2.5 EXTENSION OF PRICING AND TERMS TO OTHER BPS ORGANIZATIONS

3.0 CONTRACT PRICING / TAXES / DELIVERY / PAYMENT

SECTION 3.1 CONTRACT TERM

SECTION 3.2 CONTRACT PRICING

SECTION 3.3 TAXES

SECTION 3.4 INVOICING AND PAYMENT TERMS

4.0 SPECIFICATIONS / REQUIRMENTS

SECTION 4.1 SCOPE OF WORK

SECTION 4.2 SPECIFICATIONS AND REQUIREMENTS

5.0 TERMS AND CONDITIONS

SECTION 5.1 GENERAL TERMS AND CONDITIONS

SECTION 5.2 CANCELLATION OF CONTRACT / LOSS OF SERVICE

SECTION 5.3 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

SECTION 5.4 HUMAN RIGHTS AND CHILD LABOUR LAWS

SECTION 5.5 HEALTH AND SAFETY

SECTION 5.6 WORKPLACE SAFETY AND INSURANCE BOARD

SECTION 5.7 COMMERCIAL LIABILITY INSURANCE

SECTION 5.8 AUTOMOBILE VEHICLE LIABILITY INSURANCE

SECTION 5.9 PROFESSIONAL LIABILITY INSURANCE

SECTION 5.10 CONTRACTED SERVICES PROGRAM

SECTION 5.11 SAFE SCHOOLS PROCEDURES

SECTION 5.12 PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS
ACT (PIPEDA)

SECTION 5.13 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)

SECTION 5.14 CANADA'S ANTISPAM LEGISLATION

SECTION 5.15 CONTRACT MANAGEMENT – NON-COMPLIANCE WITH CONTRACT TERMS &
CONDITIONS

6.0 BIDDER PROFILE

SECTION 6.1 REFERENCES

SECTION 6.2 ADMINISTRATION & ORGANIZATION

7.0 BID SUBMISSION

SECTION 7.1 BIDDER'S RESPONSE GUIDELINE

8.0 AWARD OF BID

SECTION 8.1 EVALUATION PROCESS

SECTION 8.2 AWARD AND NOTIFICATION OF CONTRACT

SECTION 8.3 DEBRIEFING

SECTION 8.4 BID PROTEST DISPUTE RESOLUTION

9.0 AGREEMENT OF TERMS

SECTION 9.1 ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

10.0 APPENDICES

APPENDIX A PRICING PAGE

APPENDIX B PROCEDURAL GUIDELINE: PORTABLE MOULD INSPECTION

APPENDIX C SUPPLIER OCCURRENCE REPORT

APPENDIX D SUPPLIER PERFORMANCE EVALUATION FORM

ASBESTOS & MOULD INSPECTION AND MANAGEMENT SERVICES

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 tender. 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 bids for consideration by the SCCDSB for **ASBESTOS & MOULD INSPECTION AND MANAGEMENT SERVICES**, subject to the conditions herein.

2.0 BID 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 bid submission.

- 2.1.1 The word **“MUST”** - Bidders **“must”** include the required information in bid submission. Failure to include the required information will deem submission noncompliant.
 - 2.1.2 The word **“SHOULD”** - Bidders “should” include the required information in bid submission.
 - 2.1.3 The word **“NONCOMPLIANT”** - Bid 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 bid.
 - 2.1.5 The word **“QUALIFIED”** will mean a Bidder who is compliant and has included the required information in their bid submission.
 - 2.1.6 **BID IRREGULARITY**: Is defined as 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 in the sole discretion of the SCCDSB.
 - 2.1.7 **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 bidder could gain an unfair advantage over competitors. The SCCDSB will reject any bid submission which contains a major irregularity.
 - 2.1.8 **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 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:

St. Clair Catholic District School Board
420 Creek St. Wallaceburg, ON N8A 4C4
Attention: Tony Prizio
Tender # 014

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

2.2.3 Delivery of the tender is the responsibility of the bidder. Exceptions will not be made for delayed delivery of a tender submission because of potential Canada Post strikes or slow down. Bidders are advised to consider other means of delivery (Purolator or other courier services) if an in person delivery is not possible

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 not be accepted.

SECTION 2.3 IMPORTANT DATES

2.3.1 Issue Date: Tuesday, November 13, 2018

2.3.2 Questions by: Tuesday, November 27, 2018

2.3.3 Questions answered: Thursday, November 29, 2018

2.3.4 Return Date and Time: Wednesday, December 5, 2018 2:00:00 PM

SECTION 2.4 QUESTIONS / REGISTRATION / ADDENDA

2.4.1 All questions pertaining to this bid document must be addressed to: ***Tony Prizio tony.prizio@st-clair.net and copy victoria.iaccino@st-clair.net no later than Tuesday, November 27, 2018.*** 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.

SECTION 2.5 EXTENSION OF PRICING AND TERMS TO OTHER BPS ORGANIZATIONS

2.5.1 The SCCDSB may agree to permit other public organizations within Southwestern Ontario to access any contract(s) that may result from this solicitation. Bidders shall indicate, where noted, if they are willing to extend pricing and Bid terms to members of the Broader Public Sector

including but not limited to other District School Boards in the Province of Ontario. If the Successful Proponent agrees to this provision, a BPS Organization wishing to participate may enter into an independent contract with the Successful Proponent for the purchase of the goods and/or services described based on the terms, conditions, scope of work, prices, special prices and percentages (if any) offered by the Successful Proponent to the Board. Agreeing to extend terms and pricing to other BPS organizations will not impact the Board's evaluation in determining the Successful Proponent.

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 on January 1, 2019 terminating on December 31, 2022.
- 3.1.2 The SCCDSB may at the end of this contract, extend the contract period for a period of up to two years and will advise the bidder in writing of their intentions no later than December 01, 2022. The contract term shall not extend beyond December 31, 2024.

SECTION 3.2 CONTRACT PRICING

- 3.2.1 Bidders must complete the pricing section in Appendix A.
- 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 for annual assessment work.
- 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 SCCDSB and will be limited to proof of manufacturers' industry increases in written form from the successful bidder.

SECTION 3.3 TAXES

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

SECTION 3.4 INVOICING AND PAYMENT TERMS

- 3.4.1 Invoices should **only** be sent once final digital reports are reviewed and approved after September of each year. Invoices will be paid net 30 days after the invoice is deemed proper and approved by the SCCDSB. Invoices will only be paid once final reports have been approved.
 - 3.4.2 Invoices shall be sent to facility.services@st-clair.net and **must** be clearly marked with the SCCDSB purchase order number, dates of service and unit cost for services performed as well as back up materials for disbursements.
 - 3.4.3 SCCDSB will have the option to pay the awarded bidder by way of Purchasing Cards, cheque, or electronic funds transfer (EFT)
 - 3.4.4 Bidders should state any percentage discounts for early payment.
-

4.0 SPECIFICATIONS / REQUIREMENTS

SECTION 4.1 SCOPE OF WORK

- 4.1.1 To provide complete services for the annual assessment of known friable and non friable asbestos within all buildings owned or leased by the SCCDSB.
- 4.1.2 To provide complete services for the annual assessment of visual mould within all buildings owned or leased by the SCCDSB.
- 4.1.3 To provide complete services related to asbestos and mould abatement projects as required by SCCDSB Facility Service staff.
- 4.1.4 Annual asbestos assessment service to include; physical inspection of known asbestos in each building, take bulk samples as required and directed by SCCDSB facility staff, provide written recommendations for repairs/remediation of asbestos considered to be in poor condition. Digital copies of current asbestos reports and floor plans will be provided to the successful bidder and are to be validated for accuracy and updated as required. An updated condition report for each building reflecting all inspections, testing, sampling, and abatement projects will be required in PDF format each fall. Reports must receive approval by the SCCDSB.
- 4.1.5 Annual visual mould assessment service to include; physical inspection for visual mould and water damage, written recommendations for the repairs/remediation of mould/water damaged materials.
- 4.1.6 Annual asbestos and mould assessments must be completed together between May 1st, and August 31st annually with digital copies of final reports provided to the SCCDSB between September 1st and September 30th of each year. If you would like to view a sample report from a previous year, please register with the procurement contacts listed above.
- 4.1.7 Asbestos/mould abatement project services include; development of a scope of work for all type I, type II, and type III projects, on site supervision, management, and direction of abatement contractors in compliance with all provincial acts and regulations, clearance letter and samples, overview report of the work completed.
- 4.1.8 Portable classroom structures must be inspected annually by a qualified professional, in accordance with the Board's Procedural Guideline titled Portable Mould Inspection which is available in Appendix B. The inspections will include a visual, non-intrusive assessment of external and internal surfaces, along with spore trap sampling. All portables inspections must be completed during non-occupied hours when staff and students are not present in the school. A complete Portable Inspection Report must be provided to the Board annually. For all suspect moisture, or suspect mould remediation repair, a scope of remediation/repair work must be provided.

SECTION 4.2 SPECIFICATIONS AND REQUIREMENTS

- 4.2.1 All inspections and abatement projects shall be coordinated with SCCDSB Facility Services staff.
 - 4.2.2 The bidder should have a minimum 5 years' experience in the performance of Asbestos Materials Assessments, and Mould Evaluations.
 - 4.2.3 The bidder should have Errors and Omissions insurance policy for \$5,000,000.00. Coverage for asbestos-related consulting to be specifically included in E&O policy coverage.
 - 4.2.4 Bulk samples shall be sent to NVLAP accredited laboratories for analysis.
-

- 4.2.5 The bidder should currently employ the full time services of a Certified Industrial Hygienist (CIH) with a minimum of 5 years asbestos related experience, to oversee the performance of the Asbestos Building Materials Assessment and Portable Mould Inspections. Submit as part of the proposal a resume and proof of asbestos and mould related experience for the CIH who will be responsible for the project.
- 4.2.6 Asbestos field staff intended for use on the project must be a full time employee, have attended a Mould/Microbial Identification/Remediation course and performed a minimum of 5 assessments of similar buildings. All field personnel **must** have two- (2) years' experience in surveying and assessing asbestos conditions in buildings. In addition, field staff must have a knowledge of construction and building systems.
- 4.2.7 The consultant **must** provide their own tools and materials for the project. The SCCDSB's equipment shall not be used.
- 4.2.8 Clearance sampling will be conducted in compliance with applicable Ontario Regulations.

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 from 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 proposal 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 compliance on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this Bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the 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 Smoking is prohibited in all the Board buildings and the Board property.
- 5.1.17 Some of the Board sites are equipped with video surveillance cameras.
- 5.1.18 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.
- 5.1.19 The successful proponent(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the Board and each school.
- 5.1.20 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.
-

- 5.1.21 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.
- 5.1.22 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.
- 5.1.23 This tender document is being issued pursuant to the SCCDSB's Purchasing Policies and Procedures.
- 5.1.24 The acceptance of the bid by the successful proponent(s) and the award of the contract contemplated by this bid document may be subject to approval of the Board of Trustees.

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 Proponent(s) agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the Board 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 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.
 - 5.3.2 A proponent(s) 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(s) assigns all right, title and interest that they have in the bid submission, and any addendum to the Board, including the right to copy and/or publish the same as the Board see 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 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 All equipment requiring approval (C.S.A., ULC, 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 bidder(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 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 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 quarterly renewal period. 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 part 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 PROFESSIONAL LIABILITY INSURANCE

5.9.1 Proponents must show proof with the submission of this bid and annually thereafter for the term of the contract that upon the award of this contract that it will be covered for Professional Liability Coverage with the following limits of coverage:

5.9.1.1 \$1,000,000.00 claim limit

5.9.1.2 \$2,000,000.00 project limit

5.9.1.3 \$4,000,000.00 aggregate limit

5.9.1.4 For liability arising at law for damages caused by reason of professional negligence. If the proponent does not presently have the coverage as set out aforesaid, the proponent shall provide written assurance from his insurance agent or insurer on the letterhead of the insurer or agent that the Professional Liability Insurance limits will be increased to the aforesaid limits 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. The Board reserves the right to request proof of coverage throughout the duration of the contract.

5.9.2 The Board reserve the right to request that a proponent provide a complete copy of the proponent's professional liability policy to the evaluation committee for review to allow the committee to satisfy itself that the policy provides coverage satisfactory to the Board.

5.9.3 Upon the award to the successful proponent(s) by the Board, the successful proponent(s) shall be required to submit certification in a form satisfactory to the Board of the above mentioned caused by the actions of the successful proponent(s) or its employees, or sub consultant, during the performance of its obligations under the contract.

5.9.4 The successful proponent(s) agree to indemnify, hold harmless and defend the Board from and against any and all liability for loss, damage and expense, which the Board may suffer or for which the Board may be held liable arising out of the professionally negligent or willful acts on the part of the successful proponent(s) or any of its representatives, employees or sub consultant in the execution of the work performed.

SECTION 5.10 CONTRACTED SERVICES PROGRAM

5.10.1 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 that cannot meet the minimum requirements of this program will not be awarded this tender. Program information can be found on the SCCDSB web site at www.st-clair.net or through the Board contact identified previously in this document.

SECTION 5.11 SAFE SCHOOLS PROCEDURES

5.11.1 Contractor's staff are required to report to the main office of each school during regular school hours and notify the school office staff of the purpose of the visit. The Contractor is required to adhere to all school specific procedures if applicable. It is the responsibility of the Contractor's staff to sign in and sign out of the Log Book, which is located in the main office area, while performing their duties. The following information must be recorded in a legible manner:

5.11.1.1 Date

- 5.11.1.2 Company Name
- 5.11.1.3 Employee Name
- 5.11.1.4 Employee Signature
- 5.11.1.5 Reason for Visit
- 5.11.1.6 Time Entering Building
- 5.11.1.7 Time Leaving Building

SECTION 5.12 PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT

- 5.12.1 The Proponent represents and warrants that if the proponent is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the Proponent will be solely responsible for compliance with such legislation. Without limitation, the Proponent represents and warrants that if the Proponent is subject to the Personal Information Protection and Electronics Act, S.C. 2000, c.5, including any amendments thereto ("PIPEDA"), the Proponents shall ensure PIPEDA compliance of:
- 5.12.1.1 All PIPEDA Protected Information the Proponent collects directly from the individual or indirectly from the Board or others
 - 5.12.1.2 All PIPEDA Protected Information the Proponent uses or discloses in the course of responding hereto or in performing its obligation under any subsequent agreement and,
 - 5.12.1.3 All PIPEDA Protected Information the Proponent transfers or discloses to the Board
- 5.12.2 For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.

SECTION 5.13 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT

- 5.13.1 The successful proponent(s) shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or service to persons with disabilities. The proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website:
http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm
- The successful proponent(s) accepts sole liability for any financial penalties that are imposed solely as a result of non – compliance.

SECTION 5.14 CANADA'S ANTISPAM LEGISLATION

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

SECTION 5.15 CONTRACT MANAGEMENT - NON-COMPLIANCE WITH CONTRACT TERMS AND CONDITIONS.

- 5.15.1 Where the Contractor fails to comply with any of its obligations under the Contract, the Board may issue a notice setting out the manner and time-frame for rectification. Within seven (7)
-

Business Days of receipt of that notice or in a timeframe as otherwise agreed to, the Contractor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Board. If the Contractor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Board may immediately terminate the Contract. Where the Contractor has been given a prior rectification notice, the same subsequent type of non-compliance by the Contractor may allow the Board to immediately terminate the Contract and result in the suspension of bidding privileges to the Board for up to two years (at the sole unfettered discretion of the Board). Example of the Supplier Occurrence Report and Supplier Evaluation Form can be found Appendix C and Appendix D, respectively.

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 BID SUBMISSION

SECTION 7.1 BIDDER'S RESPONSE GUIDE

- 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 Terms & Conditions Signature Page - Section 9.0 **must** be returned for your bid submission to be accepted.
- 7.1.3 A completed copy of Appendix A – Pricing **must** be included with your bid submission
- 7.1.4 A statement of qualifications **must** be provided with the tender submission.
- 7.1.5 A sample report for the annual inspections **must** be provided with the tender submission.
- 7.1.6 A reference listing **must** be provided with the tender submission as outlined in Section 6.0.
- 7.1.7 Proof of insurance and WSIB coverage **must** be supplied before an award is made.
- 7.1.8 All bid documents should be submitted in a sealed envelope marked with the bid name and number.
-

- 7.1.9 Bidders **must** provide one signed copy of the bid documents.
- 7.1.10 Bidders' submissions should include page numbers for ease of reference.
- 7.1.11 The specifications and pricing section of the bid submission should not make reference to supplemental materials.
- 7.1.12 Supplemental materials **will not qualify** as substitutes for direct responses to the bid's requirements. (Except specifically requested material)

8.0 AWARD OF BID

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
 - 8.1.2.3 Statement of Qualifications
- 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.
- 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 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 DEBRIEFING

- 8.3.1 Not later than 60 Days following the date of posting of a contract award notification in respect of the tender, a Proponent may contact the procurement department requesting a debriefing, and the Purchaser shall conduct such debriefing in accordance with the requirements of the Supply Chain Guideline. Any request that is not timely received will not be considered and the Proponent will be notified in writing. Proponents should note that, regardless of the time of submission of a request
-

by a Proponent, debriefings will not be provided until such time as a contract award notification has been posted

SECTION 8.4 BID PROTEST DISPUTE RESOLUTION

- 8.4.1 In the event that a Proponent wishes to review the decision of the Board in respect of any material aspect of the tender process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the Board within 10 Days from such a debriefing. Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing. A protest in writing shall include the following:
- (a) A specific identification of the provision and/ or procurement procedure that is alleged to have been breached;
 - (b) A specific description of each act alleged to have breached the procurement process;
 - (c) A precise statement of the relevant facts, identification of the issues to be resolved;
 - (e) The Proponent's arguments and supporting documentation; and
 - (f) The Proponent's requested remedy.
-

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).

Acknowledgement of Addenda _____ through _____

I AGREE _____ / DO NOT AGREE _____ to extend the terms and conditions of this tender to other BPS Organizations as described in Section 2.5.

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

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

NAME: _____

TITLE: _____

SIGNATURE: _____

COMPANY: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE: _____

FAX: _____

Please refer to Section 7.1 Bidder's Response Guide to ensure you include all necessary documentation with your bid submission

10.0 APPENDICIES**APPENDIX A - PRICING**

Annual asbestos and visual mould assessments are to be conducted together and include all items listed under SECTION 4.1 Scope of Work. Prices must include all travel and disbursement expenses. HST should be excluded.

FACILITY	ADDRESS	CITY	TOTAL SQ. FT.	PRICE
ST. ANNE (BLENHEIM)	183 Snow Ave.	Blenheim	38,868	
ST. MICHAEL (BRIGHTS GROVE)*	1930 Wildwood Drive	Bright's Grove	34,197	
GEORGES P. VANIER	20 Cecile Avenue	Chatham	25,209	
MONSIGNOR UYEN	255 Lark Street	Chatham	29,106	
OUR LADY OF FATIMA	545 Baldoon Rd.	Chatham	43,002	
ST. AGNES	55 Croydon Street	Chatham	20,516	
ST. JOSEPH (CHATHAM)	25 Raleigh Street	Chatham	22,916	
ST. URSULA	426 Lacroix Street	Chatham	29,655	
ST. VINCENT	9399 McNaughton Line E.	Chatham	21,678	
URSULINE COLLEGE, Secondary School	85 Grand Avenue West	Chatham	188,713	
ST. JOSEPH (TILBURY)	43 St. Clair St.	Chatham	33,960	
ST. JOSEPH (CORUNNA)*	535 Birchbank Dr.	Corunna	42,302	
ST. JOHN FISHER	44 Main St.	Forest	27,437	
ST. PHILIP	4137 Victoria Ave.	Petrolia	27,286	
SACRED HEART (PORT LAMBTON)	434 John Street	Port Lambton	18,772	
ST. MICHAEL (RIDGETOWN)	25 Maple St. S.	Ridgetown	22,507	
GREGORY A. HOGAN	1825 Hogan Dr.	Samia	33,717**	
SACRED HEART (SARNIA)	1411 LeCaron Ave.	Samia	31,377	
ST. ANNE (SARNIA)*	1000 The Rapids Parkway	Samia	42,493**	

ST. PATRICK, Secondary School*	1001 The Rapids Parkway	Sarnia	195,623	
GOOD SHEPHERD	4 Edith Street	Thamesville	23,950	
CHRIST THE KING	227 Thomas Avenue	Wallaceburg	18,515	
HOLY FAMILY	649 Murray Street	Wallaceburg	27,448	
ST. ELIZABETH	1350 Bertha Street	Wallaceburg	25,371	
CATHOLIC EDUCATION CENTRE	420 Creek St	Wallaceburg	20,364	
ST. PETER CANISIUS	424 Victoria St.	Watford	21,650	
HOLY ROSARY	715 London St.	Wyoming	15,435	
ST. MATTHEW*	720 Elm Street	Sarnia	48,018	
HOLY TRINITY*	60 Lorne Crescent	Sarnia	48,513	
NEW ELEMENTARY SCHOOL* (to be built in 2019)	801 McNaughton Ave W.	Chatham	69,222	
SITE TOTAL	1,247,820			
St Michael Bright's Grove St Joseph Corunna St Anne Sarnia St Patrick's High School St. Matthew Holy Trinity 801 McNaughton – New school to be built *ALL ASBESTOS FREE	<p>Portable Locations : Gregory Hogan: 6 Portable Classrooms St Anne, Sarnia: 2 Portable Classrooms <i>**sq.ft. of portables listed in total for building</i></p> <p>PDF Copies of floor plans will be made available as part of this tender package</p> <p>The Board may add or remove buildings over the life of the contract to reflect schools built or buildings taken out of service.</p>			

Projects shall be invoiced on a time and materials basis. Travel time is permissible on project work. Rates exclude HST.

	Regular Rate – Weekdays	Overtime Rate – Weekdays After Hours	Overtime Rate - Weekends	Overtime Rate – Statutory Holidays
Principal				
Senior Consultant				
Junior Consultant				
Travel Time				

Other pricing not previously identified

Analytical Services - Asbestos	
Asbestos Bulk Samples – 5 day Turnaround	\$
Asbestos Bulk Samples – next day Turnaround	\$
Asbestos Bulk Samples – same day Turnaround	\$
PCM Air Samples	\$
Analytical Services – Mould	
Bulk Samples (to Genus Level) - 5 day Turnaround	\$
Bulk Samples (to Genus Level) - next day Turnaround	\$
Bulk Samples (to Genus Level) - same day Turnaround	\$
Spore Trap Samples - 5 day Turnaround	\$
Spore Trap Samples - next day Turnaround	\$
Spore Trap Samples - same day Turnaround	\$
Miscellaneous	
Mark-Ups for Lab Fees	%

All invoices to include all related back-up materials including, but not limited to, sub trade fees, lab costs, and shipping fees



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

Procedural Guideline

Program: *Portable Mould Inspection*
Department: *Facility Services*
Function: *Health & Safety*
Primary Responsibility: *Supervisor – Maintenance*

RATIONALE:

The St Clair Catholic District School Board systematically inspects portable classrooms for suspect moisture, suspect mould and exterior and interior component deficiencies as specified.

RESPONSIBILITIES:

School administration and staff are responsible for reporting any cases in which mould may be suspected in schools.

Maintenance Supervisors are responsible for ensuring that maintenance staff and contractors that potentially come in contact with mould, or are involved in mould remediation, are knowledgeable about the hazards, and if involved in remediation are trained to perform any necessary remediation outlined in this procedure

The Officer – Facility Operations shall coordinate the annual inspection with a pre-qualified contractor.

PROCEDURE:

All portables will be inspected annually by qualified professional, in accordance with the specifications below. The inspections will include a visual, non-intrusive assessment of external and internal surfaces along with spore trap testing. There is minimal risk of personal exposure resulting in adverse health effects. All portable inspections must be completed during non-occupied hours when staff and students are not present in the school.

1. Interior Inspections:

1.1. Components inside the portable that must be inspected are:

- Ceiling Tiles
- Walls
- Doors
- Windows
- Floors
- HVAC
- Lighting Fixtures

1.2. Special care should be taken when inspecting below windows, around doorways, adjacent to exhaust units and at the base of walls, all of which are susceptible to moisture.

1.3. Identify locations for intrusive inspections based on the findings of the visual inspections.

2. Exterior Inspections:

2.1. Components outside the portable that must be inspected are:

Prepared By: Tony Montanino
Revised Date: November 1, 2018

Approved By: Tony Montanino
Supersedes Date: N/A

- Roof
- Exterior Sheathing
- Eavestroughs/Downspouts
- Soffits/Fascia
- Caulking
- Wall Covers
- HVAC Equipment
- Electrical Distribution Wiring
- Skirting/Block Supports
- Windows/Doors
- Steps
- Landing and Railing

2.2. Identify locations for intrusive inspections based on the findings of the visual inspections.

3. Spore Trap Sampling

3.1. Sampling for airborne mould will be collected from each portable found at all school site containing portables. In addition, exterior reference samples will be collected at the begin and end of the sampling performed at each of the sites. Samples will be submitted to analytical testing lab for analysis.

4. Reporting

4.1. The contractor shall provide a completed Portable Inspection Report for portable inspections

4.2. If moisture, leakage or staining of ceiling tiles or wall finishes is observed, staff should contact Facility Services in order to determine the next course of action. Reporting of this can be undertaken by Facilities staff, teachers, custodians, school administration or contractors.

4.3. For all suspect moisture or suspect mould remediation repair, the contractor shall provide a scope of remediation/repair work document and coordinate repairs.

4.4. For an intrusive inspection, the contractor shall:

- Deactivate ventilation system and/or exhaust systems.
- Close all windows and doors.
- Place protective polyethylene sheeting over remaining finishing's, floors, etc. as may be required by the contractor.
- Should suspect mould growth be identified during the inspection process, personal protection equipment should be worn and all Health and Safety precautions should be taken.
- Inspect all access points of all wall ceiling cavities
- Remove the square of gypsum board and examine the back side for evidence of moisture or mould. Thoroughly check the cavity, including the insulation, studs, sills etc., for similar concerns. If suspect mould is observed, place square in plastic sample bag and label as to content and location.
- Remove a square of insulation material and inspect the inside of the external sheathing for moisture or mould growth. If suspect mould is observed, obtain a sample and place in a plastic bag and label.
- Remove ceiling tiles in each corner and on each side of the centre beam at the middle of the room. Remove the vapour and sufficient insulation at each location to allow visual access to the entire ceiling space for inspection of trusses, sheathing and joint of centre beam.

APPENDIX B

Portable Mould Inspection

HS-017

- Open access door in portable skirting and inspect for standing water, adequate ventilation, mould growth or conditions which may encourage mould growth
- Photographs are to be taken if suspect mould or moisture is observed and at the discretion of the contractor.

SECTION 4 – SCCDSB review		
I have reviewed this report for objectivity and accuracy of Section 3 – Supplier Response.		
Name:		Signature:
Title:		Date:

Original – Project File Copy – Purchasing File Copy – to Vendor

This Occurrence Report is being issued between SCCDSB and the contractor.

Where the Contractor fails to comply with any of its obligations under the Contract, the Board may issue a notice setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice or in a timeframe as otherwise agreed to, the Contractor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Board. If the Contractor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Board may immediately terminate the Contract. Where the Contractor has been given a prior rectification notice, the same subsequent type of non-compliance by the Contractor may allow the Board to immediately terminate the Contract and result in the suspension of bidding privileges to the Board for up to two years (at the sole unfettered discretion of the Board).



CONTRACTOR/SUPPLIER PERFORMANCE EVALUATION FORM (for completion at the end of the contract)

1. SUPPLIER INFORMATION:

PROJECT NUMBER: _____ BID NUMBER: _____

PROJECT NAME: _____ DATE: _____

SUPPLIER NAME: _____

2. EVALUATION

	Score 1 -5	Comments
1. Quality of Product or Service		
2. Cost Control		
3. Timelines and schedules		
4. Contract Administration - submits reports, cost estimates, and/or invoices; complete and on time		
5. Safety		
6. Cooperation, communication and relations		
7. Client Satisfaction		
8. Supervision and decision making		
9. Ability to resolve issues		
10. Deficiency and/or Warranty follow-up		
TOTAL POINTS		

3. RESULTS

- 30-50 Satisfactory
- 25-29 Provisional
- 0-24 Unsatisfactory

Note: Comments are mandatory for provisional and unsatisfactory scores.

Comments/Recommendations:

RECOMMENDED FOR FUTURE WORK:

Yes _____ No _____

1st Level Approval - Name (print)

Signature Position

2nd Level Approval (Manager) - Name (print)

Signature Position

Copy: Supervisor__ File__ Purchasing__ Supplier__

RATING DEFINITIONS:

1= Consistently falls below expectations

Performance jeopardized the achievement of the contract requirements

2= Frequently misses expectations

There are a number of performance issues that required the Board to provide additional oversight to ensure contract requirements were met.

3= Mostly meets expectations, but sometimes misses expectations

There are very minor performance issues but Supplier has otherwise met contract requirements

4= Consistently meets expectations

There are no minor performance issues and the Supplier has met the contract requirements

5= Exceeds expectations

Supplier has demonstrated a performance level in measurable excess of contract requirements (e.g. Provided tangible recommendations for improvements, proactively addressed issues before they arose etc).

SCORE OUTCOME

Satisfactory - Score 30-50

Recommended for future work. Make suggestions for improvements where applicable.

Provisional - Score 25-29

Recommended for future work, however have a meeting to discuss performance deficiencies, SOR documentation and recommend areas for improvement. Request a response from the vendor in writing detailing how they will remedy the situation for future. If a supplier receives two provisional scoring outcomes regardless of the project this will result in the suspension of bidding privileges to the Board for up to two years.

Unsatisfactory - Score 0-24

Not recommended for future work. A score in this category results in the suspension of bidding privileges to the Board by the Supplier for a period of up to 2 years.

Supplier Occurrence Reports

In the event the supplier fails to comply with any of its obligations under the Contract, while performing the contract, but prior to completion, the Board may issue and Supplier Occurrence Report. Non-compliance will be addressed as outlined in the Supplier Occurrence form.