REQUEST FOR TENDER

Portable Installation Project

612-CP1909 Christ the King Catholic School, Wallaceburg
615 – CP1912 Gregory A. Hogan Catholic School, Sarnia
627-CP1913 St. Anne Catholic School, Sarnia

Submission Deadline and Location:
Tuesday, June 18, 2019
2:00:00 PM Local Time
Facility Services Office
1930 Wildwood Drive, Bright’s Grove, ON N0N 1C0
1. **INTRODUCTION**

   The St. Clair Catholic District School Board (hereafter referred to as the “SCCDSB” or the “Board”) invites interested parties to submit sealed submissions in response to this Request for Tender (“RFT”) document. The SCCDSB currently operates 26 elementary schools, 2 secondary schools, and an administrative office within the Municipality of Chatham-Kent and County of Lambton.

2. **PURPOSE**

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

3. **DEFINITIONS**

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

   - The word “MUST” shall mean proponents “must” include the required information in the bid submission. Failure to include the required information will deem the submission informal.
   - The word “SHOULD” shall mean proponents “should” include the required information in the bid submission.
   - The word “INFORMAL” shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.
   - The word “CONTRACTOR” means an entity that submits a bid in response to this tender document, as the context may suggest, refers to a potential Contractor.
   - The word “SUBCONTRACTOR” means the subcontractor and/or business who contracts to provide some service or material necessary for the performance of another’s contract.
   - The word “QUALIFIED” shall mean a proponent who is compliant and has included the required information in their bid submission.
   - The word “INFORMAL” shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.
   - “BID IRRREGULARITY” means a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the SCCDSB.
   - “BID SUBMISSION” means all of the documentation and information submitted by a Proponent in response to this request.
   - “APPLICABLE LAW” and “APPLICABLE LAWS” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.
   - The word “PROPONENT” means an entity that submits a bid in response to this tender document, as the context may suggest, refers to a potential Proponent.

4. **RFT SCHEDULE**
For the purposes of this RFT, the Board has established the following timing deadlines for the completion of the RFT process.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date:</td>
<td>Friday, May 24, 2019</td>
</tr>
<tr>
<td>Mandatory Site Visit:</td>
<td>Friday, May 31, 2019 @ 9:05 AM (See section 25)</td>
</tr>
<tr>
<td>Last day to submit questions:</td>
<td>Thursday, June 6, 2019 @ 12:00 PM</td>
</tr>
<tr>
<td>Responses to Questions Received:</td>
<td>Monday, June 10, 2019</td>
</tr>
<tr>
<td>Closing Date and Time:</td>
<td>Tuesday June 18, 2019 @ 2:00:00 PM</td>
</tr>
</tbody>
</table>

5. **RFT CONTACT**

Tony Prizio, Supervisor – Procurement
St. Clair Catholic District School Board
420 Creek Street, Wallaceburg, ON
P: (519) 627-6762 x10256
E: tony.prizio@st-clair.net

6. **ACCEPTANCE OF TERMS**

The submission of a bid by a Proponent represents that the Proponent has read and completely understands, and accepts all provisions contained within this RFT. Any bid that has alternative terms and conditions to those contained herewith may be considered a counteroffer to the Board’s request and may be rejected.

7. **SCOPE OF WORK**

Contractor to provide all electrical service, and coordinate security, telephone and Information Technology work into all of the new portable classrooms to be located on the sites at:

- Christ the King Catholic School, 227 Thomas Avenue, Wallaceburg N8A 2B9
- Gregory Hogan Catholic School, 1825 Hogan Street, Sarnia N7S 6G9
- St. Anne Catholic School, 1000 The Rapids Parkway, Sarnia N7S 6K3

Work to be completed in accordance with the site plans and portable classroom construction drawings. Remove and store all ceiling finishes required for routing of new conductors or installation of new equipment within the school building. Provide any and all penetrations required through existing walls, existing fire ratings to be restored/maintained. Restore all finishes affected by the work upon completion.

Note that the portables will be delivered August, 11th 2019 and placed on site according to the site plan and portable classroom construction drawings. All Electrical work shall be in accordance to the electrical drawings and fully coordinated with the portable buildings as delivered and set on site. Refer to Reference Drawings provided as part of this bid package.
The Instructions to Bidders identifies the work to be performed in the Contract and takes priority if there is a conflict within the Bid Documents. The detailed scope of work, specifications, and drawings are outlined in Appendix E – Scope of Work & Specifications.

8. **BID SUBMISSION**

The St. Clair Catholic District School Board (Board) is seeking a Contractor to provide all of the necessary materials, equipment and labour to complete portable installations at Christ the King Catholic School (Wallaceburg), Gregory A. Hogan Catholic School (Sarnia), and St. Anne Catholic School (Sarnia).

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

**Bid Package #: 619-CP1909, 615-CP1912, 627-CP1913 - Portable Installation Project.**

The sealed Bid Submission must be returned to:

**Facility Services Office, 1930 Wildwood Drive, Bright’s Grove, ON N0N 1C0**

**Attention: Tony Prizio, Supervisor - Procurement**

*Note: The Facility Services Office is located in the NW corner of St. Michael Catholic School in Bright’s Grove. There is a separate parking lot and entrance. Please DO NOT use the school entrance.*

**Bids MUST be received no later than the date and time specified in this tender document.** Any bid submissions received after the deadline will be returned unopened to the bidder.

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

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

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

After bid closing all submissions will be reviewed by the Board’s evaluation team. Contractors submitting a bid are invited to stay for a public opening of Bids at 2:05 at the Facility Services Office in Bright’s Grove.

Supplier’s Bid Submission, all Bid Documents and Purchase Order(s) will form the agreement.

9. **CONTRACT PRICING**

Proponents must complete the Bid Form.

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

Prices must include all travel, reimbursements, delivery (FOB Destination).

10. **QUESTIONS AND REQUESTS FOR CLARIFICATION**
Proponents finding discrepancies, ambiguities or omissions in the RFT documents or having doubt as to the meaning or intent thereof, shall immediately notify the Procurement Department. The board is not responsible for any misunderstanding of the RFT on the part of a Proponent. Questions must be received by the date and time specified in the RFT Document.

All questions to be addressed in writing to: Tony Prizio, Supervisor - Procurement
St. Clair Catholic District School Board
E-mail: tony.prizio@st-clair.net
CC: victoria.iaccino@st-clair.net

11. ADDENDA

Proponents may also, during the RFT Process, be advised by Addendum of any additions, deletions or alterations to RFT documents. All such Addenda shall become part of the RFT Documents.

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

12. WITHDRAWAL OF SUBMISSION

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

13. BID ACCEPTANCE

It shall be understood by all proponents, that the RFT submission shall be valid and subject to acceptance by the Board, and that no adjustments shall be made to the proposal for a period of up to and including sixty (60) days from the RFT Closing Date.

The Board reserves the right to determine the successful proponent at its sole discretion. The lowest cost may not be accepted. The Board reserves the right to decline any or all submissions, in whole or in part, at any time prior to making an award. Separate Prices and Alternative Prices may be considered in making final decisions.

The successful proponent shall be required to enter into a formal contract with the Board, which will include the terms and conditions of the RFT documents, the Proponent’s bid, and all other applicable documents.

14. CANCELLATION

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

15. CLARIFICATION

The Board reserves the right to seek clarification from any Proponents without being obligated to all Proponents if it finds certain aspects of a bid unclear.

16. BOARD’S RIGHT TO WAIVE MINOR IRREGULARITY

The Board reserves the right to accept or waive a minor irregularity, or where practical to do so the Board may as a condition of bid acceptance request a Proponent to correct a minor irregularity with no change in bid price. Items of non-compliancy on any bid submissions which do not strictly comply with the provisions,
procedures and requirements of this bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the Board. All proponents agree to provide all such additional information as, and when requested, at their own expense, provided no proponent in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.

17. **ERRORS AND OMISSIONS**

The Board will not be held liable part of the RFT. While the Board has used considerable effort to ensure an accurate representation in the RFT, the information contained in the RFT is supplied solely as a guideline for the Proponents. The information is not guaranteed or warranted to be accurate by the Board, nor is it necessarily comprehensive or exhaustive.

18. **DOCUMENT AVAILABILITY**

RFT documents are available on the Board’s Website www.st-clair.net under Bid Opportunities or on Biddingo www.biddingo.com, along with Sarnia Construction Association, Windsor Construction Association, Lambton Area Builders Exchange and the London & District Construction Association.

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

19. **PROponent EXPENSES**

Any and all costs and expenses incurred by Proponents in the development, preparation, submission or presentation of their bids, or otherwise related to its participation in this RFT process will be borne by the Proponents. The selection of any bid, or the rejection of any or all bids, or the termination/cancellation of this RFT process, or initiation of a new RFT process shall not render the Board liable to pay or reimburse any such costs or damages incurred by any Proponent, or any partner or contractor of such Proponents.

20. **VOLUNTARY ALTERNATE & SEPARATE PRICES**

The bid amounts are to be based on the bid documents. Where there is any conflict within the bid documents, the bid amount shall include the higher cost alternative. Alternative proposals are encouraged and should be identified in the bid. Submit complete information including any impact on schedule to allow a full evaluation of the proposal including, as applicable, any particulars in which the alternate proposal is at variance with or unable to meet the specifications. Note also any impact on other trades if the alternative is accepted. Alternative proposals may be made without limitation, including for items specified as single sourced.

21. **BID INELIGIBILITY**

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

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

Bids that fail to include the required bonding, consent of surety may, at the discretion of the Owner, be declared informal.
Bids based on prices seeming to be so unbalanced as to adversely affect the interests of the Owner may, at the discretion of the Owner, be declared informal.

Bids based upon an unreasonable period of time for completion of the Work may, at the discretion of the Owner, be declared informal.

22. AWARD

The Board has the right to reject any or all bids. The lowest Bid will not necessarily be accepted. The invitation to bid does not constitute an offer by the Contractor to enter into a contract. In the event of a tie, a coin flip conducted by the Supervisor – Procurement (or designate) with a minimum of one other Board staff will determine the successful proponent.

Acceptance of the Bid and/or award is subject to the approval of the St. Clair Catholic District School Board.

The SCCDSB reserves the right to withdraw the award of the contract to a successful bidder(s) within 30 days of the award if, in the opinion of the SCCDSB, the successful bidder(s) is unable or unwilling to enter into a form of contract satisfactory to the SCCDSB. The SCCDSB shall be entitled to do so without any liability being incurred by the SCCDSB to the bidder.

23. ENTITLEMENT TO A DEBRIEFING

In accordance with the Broader Public Sector Procurement Directive unsuccessful Bidders are entitled to a debriefing, during which they will be provided with feedback regarding their Tender. In order to be debriefed, unsuccessful Bidders must contact the Owner representative identified in the Bid Documents in writing to request a debriefing within sixty (60) days from the date of the notification of award.

24. BID DISPUTE PROCEDURE

In the event that a Bidder wishes to review the decision of the Board in respect of any material aspect of the Request For Tender process, the Bidder shall submit a protest in writing to the Board to the attention of the Supervisor – Procurement within ten (10) days of the closing date of the Tender.

Any protest in writing shall include the following:

a) a specific identification of the provision and/or procurement procedure that is alleged to have been breached;

b) a specific description of each act alleged to have breached the procurement process;

c) a precise statement of the relevant facts;

d) an identification of the issues to be resolved;

e) the Bidder’s arguments and supporting documentation;

f) the Bidder’s requested remedy.

25. EXAMINATION OF SITE & SITE VISIT

Location: Site Visits will proceed in the following order. Attendees should meet at the first school listed below, at the time identified in this RFT document.

- Gregory Hogan Catholic School – 1825 Hogan Drive, Sarnia, ON
- St. Anne Catholic School, 1000 The Rapids Parkway, Sarnia, ON
Christ the King Catholic School, 227 Thomas Avenue, Wallaceburg, ON

Instructions: Meet at Main Office to sign in at the time specified in this RFT document.
Contact: Juan Galindo Cell: 226-402-4824

This is a MANDATORY SITE VISIT. Only contractors who attend the site visit will be permitted to submit a bid response. Attendance will be taken.

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

26. TIMING OF PROJECT
The schedule for the completion of the project is:

- Commencement July 8, 2019
- Portables scheduled to arrive on site week of August 11, 2019
- Completion no later than August 22, 2019.

Work is to be completed during regular business hours. Working outside of these hours, including daytime access during weekends, holidays, March break, etc. shall be at the sole discretion of the SCCDSB’s Project Manager.

27. INVOICING & PAYMENT
The Board shall pay by electronic funds transfer (EFT), P-Card, or cheque within thirty (45) days after the receipt of a proper invoice. Invoices will be reviewed and certified by the Board’s Consultant, if applicable, before the invoice is processed for payment. Invoices must include a current copy of WSIB Clearance Certificate, all back-up material for time and material charges, disbursements, and other fees. Please make reference to the Purchase Order number on the invoice.

Note: Invoices should reflect a 10% holdback (final construction cost) which will be retained by Board through substantial completion of the project and a 1.5% holdback (final construction cost) which will be retained until the close out documentation is received and approved by the Board.

28. TAXES
Include in Bid all Taxes and all other Customs Duties and Excise Taxes which are in force at Bid date as detailed in General Conditions. Harmonized Sales Tax (H.S.T.) is not to be included in the bid. The H.S.T. amount and the Bidder’s H.S.T. Registration Number are to be indicated on the Bid Form in the spaces provided.

29. CHANGE NOTICES, CHANGE ORDERS
The following fee percentage and overhead charges shall be applied to additional work ordered by the Board:

- For work carried out by the Contractor’s own forces – 10% Overhead & Profit
- For work involving a subcontractor, the subcontractor may charge a maximum 10% fee. The General Contractor may charge a maximum of 5% in addition to subcontractor’s fee.

30. PROJECT SPECIFIC REQUIREMENTS
Any and all damages to facilities while under the control of the contractor shall be repaired at the contractor’s cost. Please be advised that the Owner has a No Smoking Requirement on the Owners’ property. Contractors shall provide their own washroom facilities for their employees; board washrooms will be off limits to the contractor’s employees. Contractors are requested to ensure that employees and suppliers are advised of these Requirements. Contractor shall remove rubbish and debris from the site on a daily basis or as directed by the Board. On completion of the work, all debris shall be removed; the floor shall be thoroughly cleaned and swept; the site shall be left in a tidy condition (construction clean). Do not use the Board’s equipment or facilities for cleaning or for any reason.

31. **SUBCONTRACTORS**

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

32. **GENERAL TERMS AND CONDITIONS**

The issuance of this tender shall not constitute and obligation on the part of the Board to any proponent who submits a bid.

The laws of the Province of Ontario shall govern any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.

All SCCDSB policies, procedures and regulations must be adhered to by the successful bidder(s).

Some of the Board sites are equipped with video surveillance cameras.

The successful proponent(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the Board and each school.

The successful bidder(s)’ employees and contracted staff shall not be considered SCCDSB employees and shall not represent themselves as an agent of the SCCDSB nor be eligible for any of the benefits provided to SCCDSB employees.

The SCCDSB reserves the right to demand the removal of any successful bidder’s employees or contracted staff engaged in this contract if, in the SCCDSB’s opinion, their conduct has been of an unacceptable nature.

The successful bidder(s) will be responsible for ensuring that regular supervision is maintained over all working personnel. It is the bidder’s responsibility to ensure that all their activities are properly coordinated with the SCCDSB’s operations and modify assignments as required.

This tender document is being issued pursuant to the SCCDSB’s Purchasing Policies and Procedures.

The acceptance of the bid by the successful proponent(s) and the award of the contract contemplated by this bid document may be subject to approval of the Board of Trustees.

33. **BONDING (NOT REQUIRED)**

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

- Agreement to Bond: 50% Performance and 50% Labour and Materials
- Bid Bond: 10% of the bid price, payable to the St. Clair Catholic District School Board
If the bid amount is greater than $100,000 and less than $500,000 (inclusive of all taxes) the Surety or Bid Bond may be provided in the form of an irrevocable letter of credit, a certified cheque, or money order payable to the Board in the value of 10% of the bid amount.

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

34. **INSURANCE**

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

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

- The successful Contractor shall provide the Board with proof of insurance for Motor Vehicle Public Liability and Property Insurance on all owned and rented equipment with a limit of not less than $2,000,000.00 (two million dollars) before an award is made.

- The Contractor agrees to indemnify, hold harmless, and defend the Board from and against any and all liability for loss, damage and expense, which the Board may suffer or for which the Board may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the proponent or any of its representatives, employees, or subcontractors in the execution of the work performed or by way of ownership or operation of an automobile.

- The successful Contractor shall provide the Board with a complete certified copy of all policies. Copies of renewed policies must be provided to the Board on or before the policy renewal date for projects that extend past the original policy term or for multi-year contracts.

- The successful Contractor must name the St. Clair Catholic District School Board as additional insured on their insurance policies.

35. **WORKPLACE SAFETY INSURANCE BOARD (WSIB)**

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

36. **PERMITS**

The Board will apply and pay for a building permit if applicable. The contractor is to obtain all other permits as required to complete the project, including but not limited to ESA, hot work permit etc.

37. **MEETINGS**

A Post Bid Meeting may be convened and chaired by the Board who will invite Contractor and his major Subcontractors to review the Contract Documents and Bid submitted. This meeting will be prior to the Board issuing a Letter of Intent or Contract. This meeting does not constitute or infer any contract award to the proposed contractor or any other contractor, nor that will the project proceed.
During the course of Work, scheduled progress meetings may be required at the call of the Project Leader.

38. **GUARANTEE**

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

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

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

39. **SCHEDULE**

The Contractor will be required to perform the work in accordance with the Schedule dates provided in 26. **Timing of Project**. Ordering of major and long delivery items shall begin immediately upon successful bidder’s receipt of contract award. The Contractor will provide a construction schedule within five (5) days of being awarded the project.

*Time is of the essence.* Bidders are to include adequate manpower, overtime and shift work necessary to meet or improve the schedule, and to make up any time lost to weather or normal delays. Include travel, room and board costs for out of town workers, shop overtime and other premiums to expedite material and equipment, shipping premiums and any incentive costs required to meet the schedule.

40. **CONTRACTED SERVICES PROGRAM**

Contractors performing work on Board property must complete the Contracted Services Program. The Contracted Services Program is a joint program with Lambton Kent District School Board. This program has three basic components that **must** be met before the bid is awarded. Contractors who cannot meet the minimum requirements of this program will not be awarded this tender. Program information can be found on the Board’s web site at [www.st-clair.net](http://www.st-clair.net) or through the Board contact identified previously in this document. If the contractor has already been pre-qualified by LKDSB they must provide proof of completion. Identification badges can be used on SCCDSB or LKDSB property. All Insurance and WSIB certificates must be up to date under the Contracted Services Program.

41. **HEALTH and SAFETY**

The Occupational Health and Safety Act describes the responsibilities of an employer. The Board requires Contractors to maintain procedures, training, and enforcement so that the responsibilities are carried out in the workplace. The Contractor shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act. All staff employed or hired by the Contractor and working on the Board’s premise **MUST** be trained in WHMIS in accordance with Occupational Health and Safety Act and Regulations. They **MUST** adhere to all of the Board’s Health and Safety Procedures and Guidelines and to Municipal By-Laws.
Contractor will submit proof of its health and safety program, procedures and training as detailed above upon request by the Board.

The Contractor shall appoint a Competent Person as the Supervisor of this project. The Competent Person shall be as defined in Section 1 of the Occupational Health and Safety Act.

The successful Contractor shall conform to the Ontario “Occupational Health and Safety Act” and all regulations made under said act and assume full responsibility for contraventions of same.

All workplace injuries or accidents on Board property MUST be reported by the Contractor to the Board’s representative within 24 hours.

Any workplace injury that is defined under the Occupational Health and Safety Act as a “Critical Injury” must be reported to the Board’s representative IMMEDIATELY.

42. DESIGNATED SUBSTANCES

The contractor shall conduct work in recognition of the most current regulations related to Designated Substances. The contractor is required to review the site specific designated substances report to ascertain potential for exposure to designated materials and notify the Board of instances where the scope of work under this contract will require remediation. If the report does not schedule designated materials in the attached report and should the contractor uncover material which is believed to be asbestos, work is to cease immediately and the Board staff are to be contacted immediately.

43. SAFE SCHOOL PROCEDURES

Contractor’s staff is required to report to the main office of the site where work will be carried out during regular school hours and notify the school office staff of the purpose of the visit. The Contractor is required to adhere to all school specific procedures if applicable.

It is the responsibility of the Contractor’s staff to sign in and sign out of the Log Book, which is located in the main office area, while performing their duties.

The following information must be recorded in a legible manner:

- Date
- Company Name
- Employee Name
- Employee Signature
- Reason for Visit
- Time Entering Building
- Time Leaving Building

44. HOISTING, SCAFFOLDS, ELEVATED WORK PLATFORMS

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

45. TEMPORARY POWER

A source of electric power will be designated by the Board. The Board will allow a tie-in connection with fuse or breaker protection for the Contractor’s estimated load requirements. The Contractor must provide the power connections and all extensions from the point to the job site. All electrical connections and
extensions must meet ESA requirements and must be approved by the Board. The Contractor’s estimated load requirements must not be exceeded without the Owner’s permission.

46. **NOISE AND TRAFFIC CONTROL**

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

This may limit some activities to restricted time periods. Where the schedule requires for after hour work, the Contractor shall include all costs associated with obtaining the necessary permits to work such time periods.

The Contractor shall be responsible for all costs associated with providing a traffic officer as necessary to facilitate construction.

47. **SITE ACCESS AND EGRESS**

Contractors will be required to sign out a master key and will be assigned an access code for the alarm system. Successful Contractor will be responsible for building security during working hours and locking up the facility at night, which includes setting the alarm.

Any false alarms generated by the Contractor’s workforce will result in a back charge for the costs incurred to the Board.

The Contractor shall make good any damage to roads, curbs, sidewalks, fencing, or grass damaged by vehicles or equipment during the course of construction.

48. **PARKING**

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

49. **CONTRACTOR’S PERSONNEL**

The Contractor shall, at its own expense, provide all the personnel required to take a proactive role in managing the project as it relates to their work and its coordination with other trades. This will include but is not limited to the following:

- Competent supervision of the work of the Contract and coordination with the work of other Subcontractors. This includes being responsible for and properly supervising any subcontractors of this subcontractor.
- All layout work required to complete the work of the trade contract.
- Competent supervision of the work of the trade contract to ensure work is done in accordance with the OHSA and any other applicable regulations.
- Expediting the procurement of material and equipment to ensure delivery by their required dates.
- Submission of Requests for Information where required in a timely manner and wherever possible providing the Board with information to assist in the answering of these requests.
- Submission in a timely manner of all required shop drawings and samples and assistance to the Board required to obtain approvals to suit the schedule. All shop drawings are to be reviewed by the Contractor prior to submitting for approval.
- Attendance at all construction coordination meetings when requested by the Board.
- Provision of all necessary information requested by the Board for cost control and billing purposes.
- Inspection of the work of the Trade Contract for defects and deficiencies and cooperation with the Board and other inspection authorities to allow their inspections to take place.
- Submission of pricing for all changes to the work within five (5) working days after receipt of change documentation including the breakdown and backup necessary to allow checking and approval.

50. ACCESSIBILITY FORONTARIANS WITH DISABILITIES ACT

The Purchaser is committed to the highest possible standards for accessibility. Proponent(s) must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive Services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the Purchaser has established policies, practices and procedures governing the provision of its services to persons with disabilities.

Proponents are required to comply with the Purchaser’s accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Proponent.

51. CANADA’S ANTI-SPAM LEGISLATION

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

52. CONFIDENTIAL INFORMATION

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this Request for Tender or the acceptance of any Bid:

- Remains the property of the Purchaser and shall be removed from the Purchaser’s premises only with the prior written consent of the Purchaser.
- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.
- Must not be used for any purpose other than for replying to this RFT and for the fulfilment of any related subsequent agreement.
- Must be returned to the Purchaser upon request.

Except as provided otherwise in this request, or as may be required by Applicable Laws, the Purchaser shall treat the Proponents’ Proposals and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the Purchaser.

During any part of this Request for Tender process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.
All correspondence, documentation, and information provided in response to or because of this RFT may be reproduced for the purposes of evaluating the Proponent’s Bid Submission.

If a portion of a Proponent’s Bid Submission is to be held confidential, such provisions must be clearly identified in the Bid.

The Purchaser reserves the right to require any Proponent to enter into a non-disclosure and/or confidentiality agreement satisfactory to the Purchaser.

53. **MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to information provided by Proponents. A Proponent should identify any information in its Quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Purchaser. The confidentiality of such information will be maintained by the Purchaser, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Bid, including any Personal Information requested in this RFT, Proponents agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

54. **TRADE AGREEMENTS**

Proponents should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement or any other applicable agreement not listed herein are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFT.

55. **WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM**

The Proponent should provide Workplace Hazardous Materials Information System (WHMIS) material safety data sheets (MSDS) for all Services. Additionally, the Proponent should provide the Purchaser’s personnel WHMIS training, as it relates to the Services, in accordance with the Ontario Occupational Health and Safety Act.

56. **VENDOR PERFORMANCE**

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

57. **TERMINATION OF CONTRACT**

Either party may terminate the Agreement on written notice to the other where such other party neglects or fails to perform or observe any material term or obligation of the Agreement and such failure has not been cured within 30 Days of written notice being provided.

The Board shall be entitled to terminate the Agreement, without liability, cost, or penalty:
• On written notice to the Proponent, if any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against the Proponent or its property;
• On written notice to the Proponent, if the Proponent makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal, or seeks any arrangement or compromise with its creditors under any statute or otherwise;
• Or at any time, without cause, by giving the Proponent at least 60 Days written notice.

END OF INSTRUCTIONS TO BIDDERS
APPENDIX A: GENERAL CONDITIONS

LEGAL REQUIREMENTS, RULES AND RESTRICTIONS

A1. Definitions

St. Clair Catholic District School Board and the Contractor will be respectively referred to herein as the Owner and the Contractor. The term subcontractor, as employed herein, includes only those having a direct contract with the Contractor. It includes one who furnishes material worked to a special design according to drawings or specifications, but does not include one who merely furnishes material not so worked.

These General Conditions are part of the Contract.

The Supplementary General Conditions are part of the Contract.

A2. Laws, Ordinances and Regulations

The Contractor shall, in the performance of the Contract, comply with stipulations and representations required by all applicable Federal, Provincial, and Local Laws, Ordinances and Regulations.

Should the Contractor fail with respect to any of these provisions, he/she shall defend, indemnify and hold harmless the Owner from any liability, damage costs or expenses resulting from such failure.

A3. Permits, Space Fees and Taxes

The Architect shall apply for the Building Permit on behalf of the Owner. The Owner shall pay for the building permit. The Contractor shall pay for any other permits required by authorities having jurisdiction including the Ministry of Labour Notice of Project. The Contractor shall pay all Federal, Provincial and Local taxes, and duties, of whatever character and description, incident to performance of the Contract.

A4. Municipality Inspections

The Contractor will be required to complete the building inspections required for this project by using the Municipality standard forms to facilitate all inspections required by the Municipality as appropriate. It should be extended to include any other inspections from any statutory authorities. The permit and list shall be displayed together on the site and copies provided to the Consultant and Owner. As each inspection is arranged and completed the process is to be recorded appropriately and copies forwarded to both the Consultant and Owner for record.

MATERIALS AND JOB REQUIREMENTS

A5. Cutting and Patching Building Openings

When it is necessary to cut or drill openings in walls, floors, roofs, etc. precautions shall be taken to prevent dust and falling debris from affecting adjacent areas. All openings shall be patched by the Contractor to match the original construction using workmen skilled in the required crafts.

A6. Inserts and Attachments to Building Structures or Equipment

Any attachments or inserts in walls, ceilings, or building structural members for the support of equipment, ductwork or piping are to be provided by the Contractor. The Contractor must get permission from the Owner to make attachments to an existing structure. Such attachments must conform to all local laws and requirements.
Any temporary attachments to the building or equipment for installation purposes shall be removed by Contractor upon completion of work. Any damage or defacement caused by such removal shall be repaired or replaced by and at Contractor’s expense.

A7. Interference with Owner’s Work

It is the intention of the Owner to have board staff working in portions of the premises during the term of this Contract.

The Contractor will be required to cooperate with Owner’s workers outside the designated construction site area.

A8. Patching and Replacing of Damaged Work or Property

All damage to the Owner’s property, including that to roadways, sidewalks, floors, fences, doorways, glass damage, etc., that is caused by Contractor’s or Subcontractor’s work or workers shall be repaired by and at the expense of Contractor and the actual patching, repairing and replacement or work under the Contract shall be done by the firm which installed the work.

A9. Storage of Materials

The Contractor shall not occupy any space on Owner’s premises for storage of materials or handling and storage of materials must be done in such a manner that minimum interference occurs in connection with Owner’s requirements. Hazardous or dangerous materials may be stored on the premises only if prior approval is obtained from the Owner as to the method of storage and location.

A10. Moving Materials

If it becomes necessary at any time during the performance of the work to move Contractor’s facilities, materials or equipment which have been placed by the Contractor without the Owner’s prior approval, the Contractor shall move them or cause them to be moved when so directed by Owner without additional charge.

No materials and equipment necessary under the Contract and delivered upon the premises shall be removed from the premises without the written consent of the Owner. Refer to General Conditions, Section 3, responsibility for equipment materials, and Owner’s property.

A11. Cleaning of Premises

Each Contractor, and Subcontractor, and/or supplier shall remove rubbish and debris from the site on a daily basis or as directed by the Owner. On completion of the work, all debris shall be removed; the floor shall be thoroughly cleaned and swept; the site shall be left in a tidy condition.

The Contractor is responsible for compliance with all applicable laws for the removal of waste.

Do not use Owner’s equipment or facilities for cleaning or for any other reason.

A12. Owner Requirements for No Smoking

Be advised that the Owner has a No Smoking Requirement on the Owners’ property. Contractors are requested to ensure that employees and those of subcontractors and suppliers are advised of the Requirement.

CONTRACTOR’S RESPONSIBILITY, INSURANCE, PROTECTION

A13. Contractor’s Responsibility
Contractor assumes all risks of injury to persons including death and/or damage to property resulting from any action or operation under the Contract and/or in connection with the work, except for such injury to persons including death, and/or damage to property caused due to the negligence of the Owner, and undertakes to defend, indemnify and hold the Owner harmless against all such alleged injury or damage.

The Contractor shall immediately notify the Owner of any workplace injury defined under the Occupational Health and Safety act as a “critical Injury” as the incident has been discovered. All other reportable incident injuries to persons or damage to property must be reported to the Owner within 2 hours of the discovery of the incident. All reports are to be copied to the owner.

The Contractor and Subcontractors and/or Suppliers will be responsible for loss of equipment or materials supplied by Contractor or Subcontractor or turned over to Contractor by Owner.

A14. Owner's Insurance Responsibility

The Owner will maintain insurance for Fire and the Extended Coverage perils of windstorm, hail, smoke, explosion, aircraft, vehicle, riot and riot attending a strike, civil commotion including vandalism, malicious mischief and where applicable, sprinkler leakage damage, upon the entire structure on which work of this contract is done or to be done or upon the equipment and materials installed to one hundred percent of the insurable value thereof and the full value of only that equipment and materials, delivered to the site of the project and which are to be included in and remain a part of the permanent construction whether or not installed.

Coverage shall protect the Owner, Contractor and Subcontractors as their interests may appear. Loss, if any, under such insurance shall be adjusted with and payable to the Owner.

A15. Contractor's Insurance Responsibility

It shall be the Contractor's responsibility to effect and maintain adequate Fire and Extended Coverage for perils of windstorm, hail, smoke, explosion, aircraft, vehicle, riot and riot attending a strike, civil commotion and vandalism to cover loss or damage to items of Contractor's equipment including tools, scaffolding, forms and the like, sheds and other temporary structures and their contents, owned or rented by the Contractor or for which the Contractor is liable and which are not to remain as part of the permanent construction.

A16. Construction Safety Measures

The Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property, from any harm during the course of the Contract.

All work procedures and equipment will be in accordance with the Owner and legislated standards.

Only competent personnel will be permitted on site. The Owner will determine during the "site introduction" who is competent, and will cause to remove from the site any persons not observing or complying with safety requirements.

The contractor shall supply competent personnel to implement their safety program and ensure that the Owner's standards, and those of the OHSA, are being complied with.

The contractor will report to the Owner, and jurisdictional authorities, any accident or incident involving contractor, university or public; personnel and/or property, arising from the contractor’s execution of the work.

The contractor will include all provisions of this contract in any agreement with subcontractors, and hold all subcontractors equally responsible for safe work performance.
If the contractor is responsible for a delay in the progress of the work due to an infraction of legislated or Owner health and safety requirements, the contractor will, without additional cost to the Owner, work such overtime, acquire and use for the execution as to be necessary, in the opinion of the Owner to avoid delay in the final completion of the work or any operations thereof.

A17. **Internal Combustion Engines and Toxic Fumes**

Before use of internal combustion engines on site or where any toxic fumes may be produced, the precautions required by law are to be in place for review, and the Owner must be advised.

The duration of the work will be predetermined by the Contractor for everyone's information.

A18. **Insurance (Contractor Coverage)**

The Contractor agrees to provide and maintain with responsible insurance carriers satisfactory to Owner, the following insurance:

**Comprehensive Liability Insurance**

The Contractor shall protect himself and indemnify and save the Owner harmless from any and all claims which may arise from the Contractor's operations under the Contract where bodily injury, death, or property damage is caused and for this purpose shall, without restricting the generality of the foregoing, maintain insurance acceptance to the Owner, to the limits of not less than:

- Injury or death to one person minimum of $2,000,000.00
- Injury or death to more than one person $2,000,000.00

Automobile $2,000,000.00 inclusive

Issue liability insurance in the joint names of the Owner and the Contractor.

A19. **Workplace Safety Insurance Board (WSIB)**

The Contractor shall include with his bid documents a current WSIB certificate of good standing.

At each progress invoice the contractor is required to provide a current WSIB certificate of good standing.

A20. **Protection of Premises and Persons**

The Contractor shall properly protect Owner's and adjoining property from injury. Any damage to same shall be repaired or replaced by the Contractor without delay.

The Contractor shall provide and properly maintain warning signs, dust proof barriers, welding tarpaulins, barricades and other safeguards for the protection of workmen and others around holes and openings, on, about, or adjacent to the work as required by the conditions and progress of the work or as directed by the Owner.

At the end of each working day, all construction materials should be accumulated and piled in designated areas.

A21. **Non Compliance with Safety Rules and Regulations**

Non-compliance of any of the safety requirements contained in this section may result in the Contractor or Subcontractor being requested to remove the offending person or persons from the Owner's premises.

A22. **Substitution of Subcontractors or Suppliers**
The Contractor must submit in writing at the time of Bid the identified list of Subcontractors and/or Suppliers who will be employed on the Contract. The Contractor must also submit in writing all other subcontractors and suppliers listed which will be employed on the Contract at the Post Bid Meeting. Substitution of named Subcontractors and Suppliers after submission of Bids will not be accepted unless a valid reason in writing is given to and approved by the Owner. The reason for substitution must be provided to the original listed Subcontractor or Supplier and the Subcontractor or Supplier given an opportunity to reply to the Contractor and Owner. Contractors are expected to be fully aware of the capability (technical, financial, etc.) of their listed Subcontractors and Suppliers and be prepared to work together prior to submission of the Bid. Similarly, the uses of the term ‘own forces’ and the subsequent use of unlisted Subcontractors or Suppliers is not acceptable and could result in rejection of the Bid. All Subcontractor and Supplier listings must be firm prior to the issue of a letter of intent or contract. Failure to meet these requirements will permit the Owner to cancel the contract at any stage.

A23. Project Site Supervisor (Site Superintendent)

The designated Site Superintendent (i.e. not a replacement) is to remain full time on the project for a minimum period of 1 week after substantial completion of the project, or until all deficiencies are completed, deemed completion has been achieved and approval of the Owner and Consultant has been obtained.

For the purpose of this Contract, the “Superintendent” shall mean and shall be interchangeable with the term “Supervisor.”

TEMPORARY FACILITIES (CONTROL OF USE AND RESTRICTIONS)

A24. Water

A source of water will be designated by the Owner. Extensions must be approved by the Owner to avoid possible accidental reverse flow.

A25. Electric Power

A source of electric power will be designated by the Owner. The Owner will allow a tie-in connection with fuse or breaker protection for the Contractor’s estimated load requirements. The Contractor must provide the power connections and all extensions from this point to the job site. All electrical connections and extensions must meet ESA requirements and must be approved by the Owner. The Contractor’s estimated load requirements must not be exceeded without the Owner’s permission.

A26. Toilet Facilities

Contractor’s employees shall use only those toilet and washroom facilities designated by the Owner or provide their own facilities.

In the event that the contractor elects to use board facility washrooms, the contractor will be responsible for the maintenance, stocking and cleaning of the designated washroom. The designated washroom shall be returned to the board in the same condition as received by the contractor. Any and all damages to facilities while under the control of the general contractor shall be repaired at the general contractor’s cost.

A27. Telephone

The Contractor will be expected to provide and pay for own telephone service as required for the job.
ARCHITECT’S REVIEW

The architect’s review and those of his sub-consultants is for the purpose of assuring the Owner that the plans and specifications are being properly executed. The Owner will not supervise or give instructions to the Contractor’s employees other than the Contractor’s Superintendent through the architect. While the architect will give the Contractor all desired assistance in interpreting the drawings, specifications and intent, such assistance shall not relieve the Contractor from any responsibility for the work.

In the event that the architect may have permitted or overlooked faulty work, or work done which is not in accordance with drawings and specifications, shall not prevent the architect from insisting that the Contractor make all work right. Any work, which proves faulty, shall be rectified by the Contractor without delay.

A28. Contractor to Assist Architect

The Contractor shall provide sufficient, safe and proper access facilities at all times for the review of the work by the architect.

A29. Cooperation between Contractor, Subcontractors and Trades

Anything necessary on the part of any one trade to make possible or expedite the work of other trades shall be done as part of the Contract by the Contractor without additional expenses to the Owner.

AS BUILT INFORMATION

The General Contractor will provide As Built information in accordance with the architect’s instructions.

PAYMENTS TO CONTRACTOR

A30. Certificate & Payments (In General)

The Owner shall pay within forty-five (45) days after the receipt of the invoices which are received and approved by the architect.

A 10% holdback of invoiced amounts, plus a 1 ½% completion retention amount will be withheld in accordance with the current provisions of the Provincial Lien Legislation and General Conditions of the contract.

Upon determination of Substantial completion as certified by the architect and notification of Substantial Completion being duly advertised, the Lien period shall commence. On the 45th day, holdback monies shall be released upon clear search of title by the St. Clair Catholic District School Board.

Once all as-built drawings and maintenance materials are received and vetted by the architect, the 1 ½ % completion retention shall be released for payment.

A31. Evidence of Payment to Subcontractors

The monthly billing (progress draw) is to be accompanied by statutory declarations (affidavit) indicating payment of obligations to Subcontractors, for purchase of materials, and own payroll to the date of billing.

A32. Change Notices, Change Orders

The following fee percentage and overhead charges shall be applied to additional work ordered by the Owner:
1. For those items understood to be directly part of the General Contractor’s work, the Contractor will be permitted to charge a maximum 10% fee.

2. On items involving changes to work of a subcontractor, the subcontractor may charge a maximum 10% fee. The General Contractor may charge a maximum of 5% fee in addition to subcontractor’s fees.

GUARANTEE

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

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

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

MEETINGS

A33. Post Bid Review Meeting

A Post Bid Review Meeting may be convened and chaired by the Architect who will invite Contractor and his major Subcontractors to review the Contract Documents and Bid submitted. This meeting will be prior to the Owner issuing a Letter of Intent or Contract and subject to requisite Owner approvals. This meeting does not constitute or infer any contract award to the proposed contractor or any other contractor, nor that the project will proceed.

A34. Progress Meetings

During the course of Work, schedule progress meetings as may be required and at the call of the Consultant until Project Completion.

A35. Owner’s Contracted Services Program

Contractors, their employees and subtrades must complete the SCCDSB Contracted Services Program and obtain an identification badge which must be worn at all times while working on any SCCDSB project. Obtain the information regarding this program from the St. Clair Catholic District School Board’s website at www.st-clair.net.

END OF GENERAL CONDITIONS
APPENDIX B: Agreement of Terms

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

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

Acknowledgement of Addenda __________ through __________

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

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

NAME: _________________________________________________________________

TITLE: ___________________________________________________________________

SIGNATURE: _______________________________________________________________

COMPANY: ___________________________________________________________________

ADDRESS: ___________________________________________________________________

EMAIL: ___________________________________________________________________

TELEPHONE: ___________________________________________________________________

FAX: ___________________________________________________________________

Please refer to Appendix D: Bidder’s Response Guide to ensure you include all necessary documentation with your bid submission
APPENDIX C: Bid Form

Submitted By: ______________________________________________________

To: St. Clair Catholic District School Board

Portable Installation Project

612-CP1909 Christ the King Catholic School, Wallaceburg
615-CP1912 Gregory A. Hogan Catholic School, Sarnia
627-CP1913 St. Anne Catholic School, Sarnia

C1. Bid Price

The project will be bid as a three separate prices, as outlined in section C4 of this Bid Form, with the lowest combined bid considered for award. The bid price provided below will consist of the total sum of Separate Price #1, Separate Price #2, and Separate Price #3.

The Drawings, Specifications and other Contract Documents for this Project have been examined, as well as the premises and job site conditions affecting the work. The undersigned hereby offers to complete the work in accordance with the Contract Documents for the following bid price, except as defined below for HST:

________________________________________________________________________

_______________________________________ Dollars ($ _________________________) in Canadian funds EXCLUDING HST. HST will be added to the bid price.

In submitting this Bid, the undersigned recognizes and accepts the right of the Owner to accept any Bid, which is deemed the most advantageous to the Owner, (or any part thereof), at the price submitted, or to reject any or all Bids. Acceptance of the Bid and/or award of the contract is subject to the approval of the Board.

In the event that a discrepancy arises between the written bid price and the associated numerical price, the written bid price will be deemed to be correct.

C2. Harmonized Sales Tax (HST)

The bidder shall not include the applicable HST in the bid price. The successful contractor will indicate on each application for payment as a separate amount the appropriate HST the Owner is obliged to pay.
C3. **Cash Allowances**

1. Include a Stipulated Sum of Thirty Thousand Dollars ($30,000.00) to cover costs associated with the supply and installation of data cabling, terminations, Intercom system, and final set up testing (Wiring Solutions).
2. Include a Stipulated Sum of Ten Thousand Dollars ($10,000.00) to cover costs associated with the supply and installation of Security system (Damar).

   Time and Materials rates to be applied against Cash Allowance work. Final reconciliation will adjust the cash allowance as credit to the SCCDSB for unexpended amounts and extra to the contractor for over expenditure. The contractor shall mark-up sub-trade time and materials billing for this portion of work at 10% only.

C4. **Separate Prices**

It is accepted that the intent of separate prices is to allow the Owner to select a separate scope of work at a price which is declared below, and solely at the owner’s discretion.

The following prices have been included in the Base Bid amount. The following prices, if accepted by the owner, shall include all labour, material, tools, equipment, overhead and profit, but exclude H.S.T. No other cost consideration shall be added to the contract for the scope of this work if accepted by the owner.

Separate prices to be provided for each of the school sites listed below.

   Separate Price #1: 612-CP1909 Christ the King Catholic School, Wallaceburg
   $ ______________________________

   Separate Price #2: 615-CP1912 St. Anne Catholic School, Sarnia
   $ ______________________________

   Separate Price #1: 627-CP1913 Gregory Hogan Catholic School, Sarnia
   $ ______________________________

C5. **List of Subcontractors**

   Electrical
   ____________________________________________________________

   Site Work & Paving
   ____________________________________________________________
APPENDIX D: Bidder’s Response Guide

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

1. A signed copy of APPENDIX B: Agreement of Terms must be included for your bid submission to be accepted.
2. A completed copy of APPENDIX C: Bid Form must be included in your bid submission.
3. Proof of WSIB Coverage and proof of insurance must be supplied before an award is made.
4. Bidders must provide one signed copy of the bid documents.
5. Supplemental material will not qualify as substitutes for direct responses to the bid’s requirements, except for specifically requested material.
6. The successful contractor must be prequalified under the contracted services program before an award is made.
7. The work shall conform to the latest standards and codes listed in the Ontario School Code, National School Code, and all applicable provincial and municipal codes as of the date of this project in case of conflict or discrepancy; the most stringent requirement shall apply.
8. Contractor shall apply for and obtain all required SCCDSB or Provincial licenses as necessary.
9. Pay all fees and obtain all necessary permits, excluding a Building Permit. Provide authorities with plans and information for acceptance certificates. Provide inspection certificates as evidence that work conforms to requirements of Authority having jurisdiction.
APPENDIX E: Scope of Work and Specifications
ELECTRICAL SPECIFICATIONS

1. PROVIDE TOOLS, EQUIPMENT, LABOUR AND MATERIALS REQUIRED TO INSPECT AND TEST VOICE/DATA SYSTEMS, DATA COMMUNICATION SYSTEM AND SECURITY SYSTEM.

2. PROVIDE ALL CONNECTED DEVICES TO BE IN COMPLIANCE WITH THE CANADA BUILDING CODE AND LOCAL REQUIREMENTS.


4. PROVIDE THE COMPLETE DATA COMMUNICATION SYSTEM MEETS THE REQUIREMENTS OF THE CANADA BUILDING CODE AND LOCAL REQUIREMENTS.

5. PROVIDE THE COMPLETE SECURITY SYSTEM MEETS THE REQUIREMENTS OF THE CANADA BUILDING CODE AND LOCAL REQUIREMENTS.

6. PROVIDE ALL CONSTRUCTION WORK MUST BE COMPLETE BEFORE VERIFICATION OF FIRE ALARM SYSTEM IS STARTED. ANY BUZZING, HISSING OR OTHER SOUNDS DURING WHEN NOT ACTIVELY PAGING WILL NOT BE ACCEPTED.

7. PROVIDE THE MANUFACTURED TECHNICAL PRODUCT DATA AND INSTALLATION INSTRUCTIONS FOR EACH SPECIFIC TYPE.

8. PROVIDE THE SYSTEM OR CIRCUIT IS CONTAINED THEREIN.

9. PROVIDE THE COMPLETE DATA COMMUNICATION SYSTEM THE FOLLOWING SUB-SYSTEMS:

   9.1. DATA COMMUNICATION SYSTEM
   9.2. DIGITAL METERING SYSTEM
   9.3. PANELBOARDS PROVIDED.

10. PROVIDE THE COMPLETE SECURITY SYSTEM THE FOLLOWING SUB-SYSTEMS:

   10.1. SECURITY SYSTEM
   10.2. DETECTION SYSTEMS
   10.3. ALARM SYSTEM
   10.4. COMMUNICATION SYSTEM
   10.5. SYSTEMS

11. PROVIDE THE MANUFACTURED TECHNICAL PRODUCT DATA AND INSTALLATION INSTRUCTIONS FOR EACH SPECIFIC TYPE.

12. PROVIDE TOOLS, EQUIPMENT, LABOUR AND MATERIALS REQUIRED TO INSPECT AND TEST VOICE/DATA SYSTEMS, DATA COMMUNICATION SYSTEM AND SECURITY SYSTEM.


15. PROVIDE THE MANUFACTURED TECHNICAL PRODUCT DATA AND INSTALLATION INSTRUCTIONS FOR EACH SPECIFIC TYPE.
NOTE 1
- Update assignments of existing fire alarm system to new portable classrooms.
- Provide new fire alarm devices in new portable classrooms as shown.

NOTE 2
- Provide new data cabling from data rack in LAN Room 104 to new portable classrooms.

NOTE 3
- Provide extension of existing PA system wiring to new portable classrooms.
- Provide all raceways for communications. Use Wiremold V500 Series.
- Run new weather-rated fire alarm cable lashed to messenger cable for support to new portable.
- Connect new zone on building fire alarm panel.
- Provide two data outlets in portable.

NOTE 4
- Provide new devices to existing fire alarm system in new portable classrooms as shown.
- Connect fire alarm system as required by the manufacturer.
- Provide new end of line resistors in new portable classrooms. Wire and resistors and place inside fire alarm control panel.
- Mount end of line resistors beside last device. Document location of end of line resistors.

NOTE 5
- Extend and rework classroom and corridor paging zone to new portable.
- Update PA system diagram to include new zones.

NOTE 6
- Provide new EOLR to connect new portable classrooms.
- Provide new EOLR to connect new portable classrooms.
- Connect EOLR to existing main distribution panel.
- Connect EOLR to existing main metering cabinet.
- Connect EOLR to panel 'E.'

NOTE 7
- Provide new EOLR to connect new portable classrooms.
- Provide new EOLR to connect new portable classrooms.
- Connect EOLR to existing main distribution panel.
- Connect EOLR to existing main metering cabinet.
- Connect EOLR to panel 'E'.
PARTIAL SITE PLAN - ELECTRICAL

3. PROVIDE NEW DEVICES IN NEW PORTABLE CLASSROOM. WIRE AND LOCATION OF END OF LINE RESISTORS AND PLACE INSIDE FIRE ALARM MOUNT END OF LINE RESISTORS BESIDE LAST DEVICE. DOCUMENT CONNECT FIRE ALARM SYSTEM AS REQUIRED BY THE MANUFACTURER.

5. UPDATE EXISTING PASSIVE GRAPHIC TO INCLUDE NEW PORTABLE. LOCATION OF END OF LINE RESISTORS AND PLACE INSIDE FIRE ALARM MOUNT END OF LINE RESISTORS BESIDE LAST DEVICE. DOCUMENT CONNECT FIRE ALARM SYSTEM AS REQUIRED BY THE MANUFACTURER.

6. PROVIDE NEW DEVICES IN NEW PORTABLE CLASSROOM. WIRE AND LOCATION OF END OF LINE RESISTORS AND PLACE INSIDE FIRE ALARM MOUNT END OF LINE RESISTORS BESIDE LAST DEVICE. DOCUMENT CONNECT FIRE ALARM SYSTEM AS REQUIRED BY THE MANUFACTURER.

PROVIDE EXTENSION OF EXISTING PA SYSTEM WIRING TO NEW PORTABLE CLASSROOM. REFER TO PUBLIC ADDRESS SYSTEM DIAGRAM.

PROVIDE SEPARATE SECURITY ZONE AND WIRING FROM MECHANICAL ROOM 137 TO NEW PORTABLE CLASSROOM. PROVIDE NEW SECURITY DEVICES AS SHOWN ON PLAN.

PROVIDE NEW PA SYSTEM DEVICES AS SHOWN ON PLAN.

PROVIDE NEW DATA CABLING FROM DATA RACK IN MECHANICAL ROOM 118 TO NEW PORTABLE CLASSROOM. PROVIDE TWO.

PROVIDE NEW FIRE ALARM DEVICES IN NEW PORTABLE CLASSROOM AS SHOWN. CONNECT TO EXISTING PORTABLE ZONE ON DATA OUTLETS IN PORTABLE.
1. Provide new data cabling from data rack in library to new portable classrooms.

2. Extend existing security zone and wiring from library to new portable classrooms.

3. Become thoroughly familiar with the existing food stop for continuation.

4. Label existing end of line resistors with zone number.

5. Connect fire alarm system as required by the manufacturer.

6. Run new weather rated fire alarm cable lashed to messenger cable for support to new portable #3.

7. Remove existing transformer #3.

8. Provide new security devices as shown on plan.

9. Provide separate security zone and wiring from AV room 126 to new portable classrooms.

10. Provide new data cabling from data rack in AV room 126 to new portable classrooms.

11. Provide extension of existing PA system wiring to new portable classrooms.

12. Provide new PA system devices as shown on plan.

13. Provide new data cabling from data rack in library to new portable classrooms.

14. Provide new security devices as shown on plan.

15. Provide new data cabling from data rack in library to new portable classrooms.

16. Provide new security devices as shown on plan.

17. Provide new PA system devices as shown on plan.

18. Refer to detail 'C'.

19. Replace existing fire alarm initiating and signal circuits to new portable classrooms.

20. Provide new data cabling from data rack in library to new portable classrooms.

21. Provide new data cabling from data rack in library to new portable classrooms.

22. Provide new data cabling from data rack in library to new portable classrooms.

23. Provide new data cabling from data rack in library to new portable classrooms.

24. Provide new data cabling from data rack in library to new portable classrooms.

25. Provide new data cabling from data rack in library to new portable classrooms.

26. Provide new data cabling from data rack in library to new portable classrooms.

27. Provide new data cabling from data rack in library to new portable classrooms.

28. Provide new data cabling from data rack in library to new portable classrooms.

29. Provide new data cabling from data rack in library to new portable classrooms.

30. Provide new data cabling from data rack in library to new portable classrooms.