



**ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD**

Lighting the Way ~ Rejoicing in Our Journey

ASBESTOS REMEDIATION SERVICES

TENDER # 015

Date of Issue: Wednesday, November 20, 2013

Issued By: Tony Prizio, Procurement Specialist

Return Date: Friday, December 6, 2013 **before** 2:00:00 p.m. local time

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

ASBESTOS REMEDIATION 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

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 DEFINITIONS

SECTION 4.3 SPECIFICATIONS

SECTION 4.4 QUALITY ASSURANCE

SECTION 4.5 SUBMITTALS

SECTION 4.6 CLEAN-UP

SECTION 4.7 RE-ESTABLISHMENT OF OBJECTS AND SYSTEMS

SECTION 4.8 AIR MONITORING

SECTION 4.9 WASTE TRANSPORT AND DISPOSAL

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 CONTRACTED SERVICES PROGRAM

SECTION 5.10 ACCESSABILITY FOR ONTARIANS WITH DISABILITIES

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

9.0 AGREEMENT OF TERMS

SECTION 9.1 ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

10.0 APPENDICES

APPENDIX A PRICING PAGE

ASBESTOS REMEDIATION 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 Bid Document. The SCCDSB is the employer of approximately 1,000 staff and operates 28 schools with an estimated enrollment of 9,000 students. The SCCDSB is comprised of all Catholic schools within the County of Lambton, and the Municipality of Chatham-Kent.

SECTION 1.1 PURPOSE

- 1.1.1 The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the SCCDSB to enter into a supplier agreement for *ASBESTOS REMEDIATION SERVICES*, subject to the conditions herein. The St. Clair Catholic District School Board may decide to enter into agreements with multiple suppliers.

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
Attn: Tony Prizio
TENDER #015

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.

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 Submissions received by electronic transmission (i.e. faxed or e-mail) will **not** be accepted.

SECTION 2.3 IMPORTANT DATES

2.3.1 Issue Date: Wednesday, November 20, 2013

2.3.2 Questions by: Tuesday, December 3, 2013 2:00:00pm

2.3.3 Questions answered: Wednesday, December 4, 2013

2.3.4 Return Date and Time: Friday, December 6, 2013 2:00:00 PM

SECTION 2.4 QUESTIONS / REGISTRATION / ADDENDA

2.4.1 All questions pertaining to this bid document should be addressed to: ***Tony Prizio, tony.prizio@st-clair.net no later than 2:00:00pm Tuesday, December 3, 2013.*** 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 posted on the board's site www.st-clair.net under Bid Opportunities and www.biddingo.com. Each Respondent shall be responsible for verifying before submitting its response that it has received all addenda that may have been issued.

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 01, 2014 terminating on December 31, 2017.
- 3.1.2 The SCCDSB may at the end of this contract, extend the contract period for a period of up to two years and will advise the bidder in writing of their intentions no later than December 01, 2017

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 SSCDSB 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 as extra on all invoices in accordance with Canadian and Provincial Government regulations.

SECTION 3.4 INVOICING AND PAYMENT TERMS

- 3.4.1 Invoices will be paid Net 30 days.
- 3.4.2 Invoices **must** be clearly marked with the SCCDSB purchase order number.
- 3.4.3 Bidders should state any percentage discounts for early payment.

4.0 SPECIFICATIONS / REQUIREMENTS

SECTION 4.1 SCOPE OF WORK

- 4.1.1 To supply all labour, supervision, materials and equipment (unless otherwise stated) to complete asbestos remediation pricing.
- 4.1.2 The contractor **must** carry out all work in full compliance with the requirements of the Municipal, Provincial and Federal Authorities having jurisdiction.
- 4.1.3 Remediation work to be completed as specified in the Board's annual asbestos inspection's survey. This work **must** be completed during July and August annually, unless otherwise agreed upon by the Board.
- 4.1.4 General asbestos remediation work as required throughout the year as directed by the Board, excluding Capital projects.

SECTION 4.2 DEFINITIONS

- 4.2.1 **HEPA Filter:** High Efficiency Particulate Aerosol filter at least 99.97 percent efficient in collecting 0.3-micrometer aerosol.
- 4.2.2 **Friable Material:** Material that when dry can be crumbled pulverized or powdered by hand pressure and includes such material that is crumbled, pulverized or powdered.
- 4.2.3 **Polyethylene Sheeting:** Polyethylene sheeting of 0.15 mm (6 mil) minimum thickness with tape seals along edges, around penetrating objects, over cuts and tears, and elsewhere as required providing continuous polyethylene membrane protection.
- 4.2.4 **Authorized Visitor(s):** Owner's Consultant, person(s) representing regulatory agencies, or other authorized persons.
- 4.2.5 **Asbestos Work Area(s):** Area(s) where work takes place which will, or may, disturb asbestos-containing material, including overspray and fallen material, or settled dust that may contain asbestos.
- 4.2.6 **Curtained Doorway:** Device to allow ingress or egress from one room to another while permitting minimal air movement between rooms, typically constructed by placing 2 overlapping sheets of polyethylene sheeting (2 sheets of polyethylene per flap) attached to head and one jamb of existing or temporarily constructed door frame. Secure vertical edge of 1 flap along 1 vertical side of door frame and vertical edge of other flap along opposite vertical side of door frame. Reinforce free edges of polyethylene with duct tape.
- 4.2.7 **Negative Pressure:** Reduced pressure within asbestos work area(s) established by extracting air directly from work area, and discharging it directly to exterior of building.
- 4.2.8 **Authorized Visitor(s):** Owner's Consultant, person(s) representing regulatory agencies, or other authorized persons.
- 4.2.9 **Asbestos Work Area(s):** Area(s) where work takes place which will, or may, disturb asbestos-containing material, including overspray and fallen material, or settled dust that may contain asbestos.
- 4.2.10 **Curtained Doorway:** Device to allow ingress or egress from one room to another while permitting minimal air movement between rooms, typically constructed by placing 2 overlapping sheets of polyethylene sheeting (2 sheets of polyethylene per flap) attached to head and one jamb of existing or temporarily constructed door frame. Secure vertical edge of 1 flap along 1 vertical side of door frame and vertical edge of other flap along opposite vertical side of door frame. Reinforce free edges of polyethylene with duct tape.
- 4.2.11 **Negative Pressure:** Reduced pressure within asbestos work area(s) established by extracting air directly from work area, and discharging it directly to exterior of building. Discharged air first passes through HEPA filter. Extract sufficient air to ensure constant reduced pressure at perimeter of work area with respect to surrounding areas.
- 4.2.12 **DOP Test:** A testing method employing dioctyl phthalate aerosol for purpose of leak-testing negative air units.

SECTION 4.3 SPECIFICATIONS

- 4.3.1 Comply with Regulation respecting Asbestos on Construction Projects and in Buildings and Repair Operations made under The Occupational Health and Safety Act, Ontario Regulation 838/90 and local requirements pertaining to asbestos, provided that in case of conflict with these Specifications, the most stringent requirements shall apply.
- 4.3.2 Handle and dispose of contaminated waste as required under Ontario Regulation 347 made under The Environmental Protection Act.

- 4.3.3 Before commencing asbestos work on this project, notify in writing Ontario Ministry of Labour, Construction Health and Safety Branch, that hazardous asbestos work area will exist. Orally notify them before commencing work.
- 4.3.4 Notify sanitary landfill site in accordance with requirements of Ontario Regulation 347.
- 4.3.5 Contractor shall ensure that:
- 4.3.5.1 Measures and procedures prescribed under the Occupational Health & Safety Act and regulations are carried out.
- 4.3.5.2 Every employee and every worker on project complies with applicable act and regulations.
- 4.3.5.3 Health & safety of workers and public is protected.
- 4.3.5.4 Policies and procedures of Building Owner are complied with.
- 4.3.5.5 All material handling and associated equipment conform to and are operated in accordance with "Workplace Hazardous Materials Information System" (WHMIS).
- 4.3.5.6 Advise Owner whenever work is expected to be hazardous to employees and/or public.
- 4.3.5.7 Contractor may be requested to provide information on their health & safety record.

SECTION 4.4 QUALITY ASSURANCE

- 4.4.1 Ensure work proceeds to schedule, and meets all requirements of this Section. Perform work so that airborne asbestos, asbestos waste or water runoff does not contaminate areas outside asbestos work enclosure.
- 4.4.2 Pay cost to Owner of inspection and air monitoring performed as result of failure to perform work satisfactorily regarding quality, safety, or schedule.
- 4.4.3 Use only skilled and qualified workers for all trades required for this work.

SECTION 4.5 SUBMITTALS

- 4.5.1 Before commencing work obtain and submit all necessary permits for transporting and disposal of asbestos waste.
- 4.5.2 Submit names of supervisory personnel who will be responsible for asbestos work area(s). One of these supervisors **must** remain on Site at all times during asbestos removal or clean-up.
- 4.5.3 Submit proof that supervisory personnel have attended training course on asbestos control (2 day minimum duration) and have performed supervisory function on at least 2 other asbestos removal projects.
- 4.5.4 Submit list of existing damage for acceptance.
- 4.5.5 Laws of province of Ontario shall govern this work. Contractor shall observe all such laws and shall obtain and/or pay all permits, notices, fees, taxes, duties as may be required. Likewise, it is responsibility of contractor to comply with Workers Compensation and Occupational Health and Safety Act.

SECTION 4.6 CLEAN-UP

- 4.6.1 Clean-up will be in accordance with regulations and standards.

SECTION 4.7 RE-ESTABLISHMENT OF OBJECTS AND SYSTEMS

- 4.7.1 When clean-up is complete reconstruct items demolished which are to remain and reinstall objects and items removed to facilitate asbestos removal operation in their proper positions. In particular, install new grid system and ceiling. Reconstruction and reinstallation shall be by tradesmen qualified in work being reinstalled or reconstructed.
- 4.7.2 Re-establish mechanical and electrical systems to remain operative in proper working order. Arrange for, and pay costs of electrical or mechanical repairs needed due to work of this Section.
- 4.7.3 Make good all damage at completion of work not identified in pre-removal survey referred to in Section 4.1.3

SECTION 4.8 AIR MONITORING

- 4.8.1 The contractor will provide a clearance report indicating the area has been tested and free of or less than 0.05 fibers/ per ml.

SECTION 4.9 WASTE TRANSPORT AND DISPOSAL

- 4.9.1 Conform to requirements of Regulation 347 under Environmental Protection Act for Waste Management, transporting and disposal of hazardous waste.

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 compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this Bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the SCCDSB. All bidders agree to provide all such additional information as, and when requested, at their own expense, provided no bidder in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.
- 5.1.15 All SCCDSB policies, procedures and regulations **must** be adhered to by the successful bidder(s).
- 5.1.16 The successful bidder(s) will reimburse the SCCDSB for any damages through negligence or willful acts of any of the successful bidder(s)' employees or contracted staff.
- 5.1.17 The successful bidder(s)' employees and contracted staff shall not be considered SCCDSB employees and shall not represent themselves as an agent of the SCCDSB nor be eligible for any of the benefits provided to SCCDSB employees.

- 5.1.18 The SCCDSB reserves the right to demand the removal of any successful bidder's employees or contracted staff engaged in this contract if, in the SCCDSB's opinion, their conduct has been of an unacceptable nature.
- 5.1.19 The successful bidder(s) will be responsible for ensuring that regular supervision is maintained over all working personnel. It is the bidder's responsibility to ensure that all their activities are properly coordinated with the SCCDSB's operations and modify assignments as required.
- 5.1.20 This tender document is being issued pursuant to the SCCDSB's Purchasing Policies and Procedures.

SECTION 5.2 CANCELLATION OF CONTRACT / LOSS OF SERVICE

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

SECTION 5.3 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 5.3.1 Bidders agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the SCCDSB shall be subject to disclosure pursuant to an application to a Municipal Freedom of Information and Protection of Privacy Act request for disclosure. Notwithstanding that a bid submission or an addendum may contain a trade secret of the bidder, intellectual property right of the bidder, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret. A bidder specifically consents to the disclosure of any and all information contained in their bid submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the bidder assigns all right, title and interest that they have in the bid submission, and any addendum to the SCCDSB, including the right to copy and/or publish the same as the SCCDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.

- 5.3.2 All bidders agree not to disclose any information provided by the SCCDSB in this bid document to any third party without the written consent of the SCCDSB.

SECTION 5.4 HUMAN RIGHTS AND CHILD LABOUR LAWS

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

SECTION 5.5 HEALTH AND SAFETY

- 5.5.1 All work performed on site **must** be in compliance with the Contracted Services Program and all contractors performing such work **must** be prequalified under this program.
- 5.5.2 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 describe 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 lay 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 sixty (60) days. The SCCDSB reserves the right to request proof of coverage any time throughout the duration of the contract

- 5.6.3 All workplace injuries or accidents on SCCDSB property must be reported by the successful bidder(s) to the SCCDSB's representative within 24 hours.

SECTION 5.7 COMMERCIAL LIABILITY INSURANCE

- 5.7.1 The successful bidder(s) **must** be covered by Commercial General Liability Insurance throughout the term of the Contract. Each bidder **must** state if it has Commercial General Liability Insurance Coverage.
- 5.7.2 Each bidder should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$2 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$2 million per occurrence of Commercial Liability Insurance coverage, the bidder shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$2 million per occurrence from the commencement of the contract should the contract be awarded to the bidder. The successful bidder(s) further agrees to maintain good standing throughout the term of the contract.
- 5.7.3 The SCCDSB reserves the right to request proof of coverage any time throughout the duration of the contract.
- 5.7.4 Upon an award to the successful bidder(s) by the SCCDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the SCCDSB of the above-mentioned coverage to protect the SCCDSB against claims for property damages and personal injuries, including accidental death, caused by the successful bidder(s) or its employees or subcontractors during the performance of its obligations under the contract.
- 5.7.5 The successful bidder(s) agrees to indemnify, hold harmless and defend the SCCDSB from and against any and all liability for loss, damage and expense, which the SCCDSB may suffer or for which the SCCDSB may be held liable by reason or injury (including death) or damage to any property rising out of negligent or willful acts on the part of the successful bidder(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.

SECTION 5.8 AUTOMOBILE VEHICLE LIABILITY INSURANCE

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

SECTION 5.9 CONTRACTED SERVICES PROGRAM

- 5.9.1 Contractors performing work on Board property must complete the Contracted Services Program. This program has three basic components that **must** be met before the bid is awarded. Contractors 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 5.10 ACCESSABILITY FOR ONTARIANS WITH DISABILITIES

- 5.10 The successful bidder 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

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 statement of qualifications **must** be provided with the tender submission.
- 7.1.4 A sample report for the annual inspections **must** be provided with the tender submission.
- 7.1.5 All bid documents should be submitted in an envelope marked with the bid name and number.
- 7.1.6 Bidders **must** provide one signed copy of the bid documents.
- 7.1.7 Bidders' submissions should include page numbers for ease of reference.
- 7.1.8 The specifications and pricing section of the bid submission should not make reference to supplemental materials.
- 7.1.9 Supplemental materials **will not qualify** as substitutes for direct responses to the bid's requirements. (Except specifically requested material, such as the detailed specification sheets, colour charts etc.).

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.

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.
- 8.2.2 The results of this bid will be posted to the Board's site at www.st-clair.net - Bid Opportunities and www.biddingo.com as soon as decisions have been made.

9.0 AGREEMENT OF TERMS

SECTION 9.1 ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

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

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

NAME: _____

TITLE: _____

SIGNATURE: _____

COMPANY: _____

ADDRESS: _____

EMAIL: _____

TELEPHONE: _____

FAX: _____

10.0 APPENDICIES**APPENDIX A - PRICING**

- Unit prices must be based upon work being carried out on regular time only after regular school hours, with no delays by others.
- Enclosure prices should be based upon furnishings being removed by others or cleared from the area of work.

	MANPOWER LABOUR RATES WORKER CLASSIFICATION	REGULAR TIME	OVERTIME (WEEKENDS STATUTORY HOLIDAYS)
1.	Supervisor		
2.	Asbestos Journeyman		
3.	Asbestos Helper		
4.	Insulator Journeyman		
	Additional Applicable Charges to Unit Price Billing Format:	Unit Cost	GST
5.	Flat Rate mobilization fee for response to City of Sarnia Schools (including Corunna, Petrolia)		
6.	Flat Rate mobilization fee for response to remaining Lambton County		
7.	Flat Rate mobilization fee for response to Municipality of Chatham-Kent		
8.	Minimum material surcharge for glove bag removal work (1 – 5 fittings only)		
	Consumable Materials – Net Invoice Prices		
9.	Disposable Coveralls		
10.	Kevlar Gloves		
11.	Duct Tape		
12.	X-Heavy Weight Clear Poly		
13.	Wetting Agent		
14.	Caution Asbestos Signs		
15.	Hook Knives		
16.	Safe T Strip Glove Bags		
17.	Hepa Vacuum Bags		
18.	Hepa Vacuum Prefilters		
19.	2x4's 8 ft.		
20.	Asbestos Barrier Tape		
21.	Negative Air Pleated Filters		
22.	Large Poly Knives (Retractable)		
23.	Terri Cloth Wipers		
24.	S.S. Scrubbies		
25.	Monogoggles		
26.	Tyvek Booties		
27.	10 x 100 Heavy Weight Clear Poly		

