



**ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD**

Lighting the Way ~ Rejoicing in Our Journey

**ASBESTOS, MOULD INSPECTION AND AIR QUALITY
MANAGEMENT SERVICES
TENDER # 014**

Date of Issue: Monday, November 11, 2013

Issued By: Tony Prizio, Procurement Specialist

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

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

ASBESTOS & MOULD INSPECTION AND MANAGEMENT SERVICES

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ASBESTOS & MOULD INSPECTION AND MANAGEMENT SERVICES

1.0 INTRODUCTION

The St. Clair Catholic District School Board (hereafter referred to as the SCCDSB) invites interested parties to submit sealed submissions in response to this tender. The SCCDSB is the employer of approximately 1,000 staff and operates 28 schools with an estimated enrollment of 9,000 students. The SCCDSB is comprised of all Catholic schools within the County of Lambton, and the Municipality of Chatham-Kent.

SECTION 1.1 PURPOSE

1.1.1 The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the SCCDSB for **ASBESTOS & MOULD INSPECTION AND MANAGEMENT SERVICES**, subject to the conditions herein.

2.0 BID DEFINITIONS AND INFORMATION

SECTION 2.1 DEFINITIONS

The following words are used throughout this tender document and bidders should note these conditions when completing their bid submission.

- 2.1.1 The word “**MUST**” - Bidders “**must**” include the required information in bid submission. Failure to include the required information will deem submission noncompliant.
- 2.1.2 The word “**SHOULD**” - Bidders “should” include the required information in bid submission.
- 2.1.3 The word “**NONCOMPLIANT**” - Bid submissions will be eliminated from further evaluation if the submission does not include the required information.
- 2.1.4 The word “**SUBCONTRACTOR**” shall mean a person, firm or company hired by the bidder(s) or the successful bidder(s) to perform all or any portion of this bid.
- 2.1.5 The word “**QUALIFIED**” will mean a Bidder who is compliant and has included the required information in their bid submission.
- 2.1.6 **BID IRREGULARITY**: Is defined as a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be in the sole discretion of the SCCDSB.
- 2.1.7 **Major Irregularity**: A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. The SCCDSB will reject any bid submission which contains a major irregularity.
- 2.1.8 **Minor Irregularity**: A deviation from the bid request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the bidder would not gain an unfair advantage over competitors. The SCCDSB may permit the bidder to correct a minor irregularity.
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SECTION 2.2 RETURN LOCATION

2.2.1 Sealed Tenders **must** be returned to:

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

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

2.2.3 Delivery of the tender is the responsibility of the bidder.

2.2.4 Submissions received late will be returned unopened to the bidder, if a return address is included on the submission envelope.

2.2.5 Faxed or e-mailed submissions will be accepted only on the express conditions that the proponent assumes all risks for any breach of confidentiality and that the proposal is received in good and complete order prior to the due date

SECTION 2.3 IMPORTANT DATES

2.3.1 Issue Date: Mondays, November 11, 2013

2.3.2 Questions by: Friday, November 22, 2013

2.3.3 Questions answered: Tuesday, November 26, 2013

2.3.4 Return Date and Time: Thursday, November 28, 2013 2:00:00 PM

SECTION 2.4 QUESTIONS / REGISTRATION / ADDENDA

2.4.1 All questions pertaining to this bid document must be addressed to: **Tony Prizio** tony.prizio@st-clair.net **no later than Friday, November 22, 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 sent to all bidders that have responded to the tender.

3.0 CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT

SECTION 3.1 CONTRACT TERM

- 3.1.1 The term of this agreement shall be for the period of 3 years, commencing on January 1, 2014 terminating on December 31, 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 GST and PST: Where applicable, Goods and Services Tax, and Provincial Sales Tax **must** be shown separately as extras on all invoices in accordance with the 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 provide complete services for the annual assessment of known friable and non friable asbestos within all buildings owned by the SCCDSB.
- 4.1.2 To provide complete services for the annual assessment of visual mould within all buildings owned by the SCCDSB.
- 4.1.3 To provide complete services related to asbestos and mould abatement projects as required by SCCDSB Facility Service staff.
- 4.1.4 Annual asbestos assessment service to include; physical inspection of known asbestos in each building, take bulk samples as required and directed by SCCDSB facility staff, provide written
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- recommendations for repairs/remediation of asbestos considered to be in poor condition. Current asbestos reports and floor plans to be validated for accuracy and updated as required. An updated condition report for each building will be required in PDF format.
- 4.1.5 Annual visual mould assessment service to include; physical inspection for visual mould and water damage, written recommendations for the repairs/remediation of mould/water damaged materials.
- 4.1.6 Annual asbestos and mould assessments must be completed together between May 1st, and August 31st annually with final reports provided to the SCCDSB no later than September 15th of each year.
- 4.1.7 Asbestos/mould abatement project services include; development of a scope of work for all type II and type III projects, on site management and direction of abatement contractors in compliance with all provincial acts and regulations, clearance sampling as required, overview report of the work completed.

SECTION 4.2 SPECIFICATIONS AND REQUIREMENTS

- 4.2.1 All inspections and abatement projects shall be coordinated with SCCDSB Facility Services staff.
- 4.2.2 Bulk samples shall be sent to NVLAP accredited laboratories for analysis.
- 4.2.3 All field personnel **must** have two- (2) years experience in surveying and assessing asbestos conditions in buildings.
- 4.2.4 The consultant **must** provide their own tools and materials for the project. The SCCDSB's equipment shall not be used.
- 4.2.5 Clearance sampling will be conducted in compliance with applicable Ontario Regulations.

5.0 TERMS AND CONDITIONS

SECTION 5.1 GENERAL TERMS AND CONDITIONS

- 5.1.1 Any response submitted to this tender is IRREVOCABLE for 120 days.
- 5.1.2 A bidder who has already submitted a bid may submit an addendum in writing and signed by the bidder at any time up to the official closing time. (No facsimiles shall be accepted). The last submission shall supersede and invalidate all previous submissions by that bidder as it applies to this Bid. Addenda **must** be submitted in the same manner and within the same time constraints as the Bid Submission.
- 5.1.3 A bidder may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Submission withdrawals **must** be submitted in the same manner and within the same constraints as a Bid Submission.
- 5.1.4 The issuance of this tender shall not constitute any obligation on the part of the SCCDSB to any firm or individual who submits a Bid.
- 5.1.5 The bidder should have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered for this tender.
- 5.1.6 The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or nonperformance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.
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- 5.1.7 The SCCDSB reserves the right to withdraw the award of the contract to a successful bidder(s) within 30 days of the award if, in the opinion of the SCCDSB, the successful bidder(s) is unable or unwilling to enter into a form of contract satisfactory to the SCCDSB. The SCCDSB shall be entitled to do so without any liability being incurred by the SCCDSB to the bidder.
- 5.1.8 The lowest or any bid submission may not necessarily be accepted. The SCCDSB reserves the right to decline any or all bid submissions, or to cancel the Bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the SCCDSB to any bidder for any expense, cost, loss or damage incurred or suffered by the bidder as a result of such withdrawal.
- 5.1.9 All costs associated with the preparation of the bid submission will be solely the responsibility of the bidder.
- 5.1.10 The SCCDSB reserves the right to decline or award portions of the products or services required by this tender to one bidder or from multiple bidders.
- 5.1.11 All of the terms and conditions of this bid are deemed to be accepted by the bidder and incorporated into the bidder's tender submission. It is the SCCDSB's intention that the Terms and Conditions stated in this bid, the successful bidder's response to this bid and the issuance of a SCCDSB Purchase Order will form the contract between SCCDSB and the successful bidder(s). Any conflict in the wording of the bidder's invoice and/or sales agreement and the wording of the terms and conditions of this proposal shall be resolved in favour of the SCCDSB and shall be deemed to be incorporated into the bidder's invoice and/or sales agreement.
- 5.1.12 The successful bidder(s) **must** not at any time subcontract any portion of its contract with the SCCDSB nor shall it assign the contract without the written permission of the SCCDSB. The successful bidder(s) **must** not, at any time, change subcontractors approved by the SCCDSB without written permission of the SCCDSB.
- 5.1.13 While the SCCDSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the SCCDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed in this bid document.
- 5.1.14 The SCCDSB may accept or waive a minor irregularity, or where practical to do so the SCCDSB may as a condition of bid acceptance request a bidder to correct a minor irregularity with no change in bid price. Items of non-compliance on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this Bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the SCCDSB. All bidders agree to provide all such additional information as, and when requested, at their own expense, provided no bidder in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.
- 5.1.15 All SCCDSB policies, procedures and regulations **must** be adhered to by the successful bidder(s).
- 5.1.16 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.
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- 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
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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 describes the responsibilities of an employer. The SCCDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers **must** be trained in WHMIS in accordance with Occupational Health and Safety Act Regulations. They **must** adhere to all of the SCCDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.
- 5.5.6 The SCCDSB reserves the right to request a copy of a bidder's Health & Safety Policy, Procedures and Guidelines.

SECTION 5.6 WORKPLACE SAFETY AND INSURANCE BOARD

- 5.6.1 The successful bidder(s) **must** ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.
- 5.6.2 The successful bidder(s) **must** furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract. The good standing **must** be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety & Insurance Board Certificate is updated every sixty (60) days. The SCCDSB reserves the right to request proof of coverage any time throughout the duration of the contract
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- 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.
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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 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT -AODA

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

6.0 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.
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- 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.
- 8.1.5 Delivery, lead times, service, performance record, and value of the overall award will also be taken into consideration when awarding this contract.
- 8.1.6 The lowest or any submission will not necessarily be accepted. The Board reserves the right to accept or reject the whole or any part of any submission.
- 8.1.7 The determination of equal quality will be based on our internal professional opinion.
- 8.1.8 In the event of a tie score the SCCDSB will resolve the tie by a draw. The names of the tie bidders will be entered into a draw witnessed by SCCDSB evaluation committee.

SECTION 8.2 AWARD AND NOTIFICATION OF CONTRACT

- 8.2.1 The awarding of a contract will only be in the form of a formal purchase order issued by the SCCDSB. No contract will be considered to be in place until the successful bidder has received a purchase order for the work or product.
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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

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

FACILITY	ADDRESS	CITY	TOTAL SQ. FT.	PRICE
ST. ANNE, BLENHEIM	183 Snow Ave.	Blenheim	37,266	
ST. MICHAEL, BRIGHTS GROVE	Wildwood St.	Bright's Grove	34,200	
GEORGES P. VANIER	20 Cecile Avenue	Chatham	25,209	
MONSIGNOR UYEN	255 Lark Street	Chatham	29,105	
OUR LADY OF FATIMA	545 Baldoon Rd.	Chatham	43,002	
ST. AGNES	55 Croydon Street	Chatham	20,520	
ST. JOSEPH, CHATHAM	25-35 Raleigh Street	Chatham	22,916	
ST. URSULA	426 Lacroix Street	Chatham	29,654	
ST. VINCENT	9399 McNaughton Line E.	Chatham	21,676	
URSULINE COLLEGE, Secondary School	85 Grand Avenue West	Chatham	188,730	
ST. JOSEPH, TILBURY	43 St. Clair St.	Chatham	33,961	
ST. JOSEPH, CORUNNA	535 Birchbank Dr.	Corunna	42,308	
ST. JOHN FISHER	44 Main St.	Forest	27,439	
ST. PHILIP	4137 Victoria Ave.	Petrolia	27,295	
SACRED HEART, PORT LAMBTON	John Street	Port Lambton	18,540	
ST. MICHAEL, RIDGETOWN	25 Maple St. S.	Ridgetown	24,209	
GREGORY A. HOGAN	1825 Hogan Dr.	Sarnia	29,327	
SACRED HEART, SARNIA	1411 LeCaron Ave.	Sarnia	31,380	
ST. ANNE, SARNIA	1000 Rapids Parkway	Sarnia	40,958	
ST. PATRICK, Secondary School	1001 Rapids Parkway	Sarnia	198,321	
GOOD SHEPHERD	4 Edith Street	Thamesville	23,949	
CHRIST THE KING	227 Thomas Avenue	Wallaceburg	18,515	
HOLY FAMILY	649 Murray Street	Wallaceburg	27,448	

ST. ELIZABETH	1350 Bertha Street	Wallaceburg	25,366	
CATHOLIC EDUCATION CENTRE	420 Creek St	Wallaceburg	20,364	
ST. PETER CANISIUS, WATFORD	424 Victoria St.	Watford	21,650	
HOLY ROSARY, WYOMING	715 London St.	Wyoming	15,437	
ST. MATTHEW, SARNIA	720 Elm Streert	Sarnia	48,761	
HOLY TRINITY	60 Lorne Crescent	Sarnia	49,266	
SITE TOTAL			1,176,772	
St Michael Bright's Grove St Joseph Corunna St Anne Sarnia St Christopher Secondary St. Matthew Holy Trinity ALL ASBESTOS FREE				

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

Rates are Exclusive of GST	Regular Hours Monday - Friday 8:00 am - 5:00 pm	After Hours After 5:00 pm	After Hours Weekends
Hourly Rate - Senior Consultant			
Hourly Rate - Junior Consultant			
Travel Time			
Total Site Price			

Other pricing not previously identified

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

All invoices to include all related back-up materials