

# ST. CLAIR CATHOLIC DISTRICT SCHOOL BOARD

Lighting the Way ~ Rejoicing in Our Journey

Snow Clearing Services Tender # 031

Date of Issue: September 26, 2014

Issued By: Tony Prizio

Return Date: October 9, 2014

Return Location: 420 Creek Street, Wallaceburg, ON

# **SNOW CLEARING TENDER**

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# **Snow Clearing 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 document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the SCCDSB for Snow Clearing, Sanding and Salting Services subject to the conditions herein.

#### 2.0 TENDER DEFINITIONS AND INFORMATION

#### **SECTION 2.1 DEFINTIONS**

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

- 2.1.1 The word "MUST" Proponent(s) "must" include the required information in submission. Failure to include the required information will deem submission noncompliant.
- 2.1.2 The word "SHOULD" Proponent(s) "should" include the required information in submission.
- 2.1.3 The word "**NONCOMPLIANT**" 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 proponent(s) or the successful proponent(s) to perform all or any portion of this bid.
- 2.1.5 The word "QUALIFIED" will mean a proponent(s) who is compliant and has included the required information in his/her 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 submission; 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 Tender request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the proponent(s) could gain an unfair advantage over competitors. The SCCDSB will reject any Tender submission which contains a major irregularity.
- 2.1.8 **Minor Irregularity:** A deviation from the Tender request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the proponent(s) would not gain an unfair advantage over competitors. The SCCDSB may permit the proponent(s) to correct a minor irregularity.

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# **SECTION 2.2 RETURN LOCATION**

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

St. Clair Catholic District School Board Tony Prizio Procurement Specialist 420 Creek Street Wallaceburg, ON N8A 4C4 Tender # 031

- 2.2.2 The tender submission envelope must show the document name, number, return date and time.
- 2.2.3 Delivery of the Tender is the responsibility of the proponent(s).
- 2.2.4 Submissions received late will be returned unopened to the proponent(s), if a return address is included on the submission envelope.
- 2.2.5 Submissions received by electronic transmission (i.e. fax or email) will not be accepted.

#### **SECTION 2.3 IMPORTANT DATES**

2.3.1	Issue Date:	September 26 <sup>th</sup> , 2014
2.3.2	Questions by:	October 3 <sup>rd</sup> , 2014 4:00:00PM
2.3.3	Questions answered by	:October 7 <sup>th</sup> , 2014 4:00:00PM

2.3.4 Return Date and Time: October 9th, 2014 4:30:00 PM

2.3.5 Mandatory Meeting: To be determined

#### **SECTION 2.4 QUESTIONS / REGISTRATION / ADDENDA**

- 2.4.1 All questions pertaining to this bid document are to be addressed to: Tony Prizio, Procurement Specialist by email <u>tony.prizio@st-clair.net</u> no later than 4:00:00pm October 3<sup>rd</sup>, 2014. After this date no further inquiries, concerns or questions may be submitted. The SCCDSB reserves the right to distribute in writing to all other proponent(s) a notice of content of any inquiry and the SCCDSB's response, if any.
- 2.4.2 Questions concerning the terms and conditions of the bid 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 proponent(s) necessitate an addendum to this tender document, the addendum will be posted to the SCCDSB website <a href="www.st-clair.net">www.st-clair.net</a> and <a href="www.biddingo.com">www.biddingo.com</a>.

Company Name #	Signature

### 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 October, 2014 terminating on August 31, 2017
- 3.1.2 The SCCDSB may at the end of the proposed agreement, extend the contract period for a period of up to two years under the same terms and conditions and will advise the proponent(s) in writing of their intentions no later than 1 (one) month prior to expiration of the contract.

# **SECTION 3.2 CONTRACT PRICING**

- 3.2.1 Proponent(s) must complete the pricing section in Appendix A.
- 3.2.2 Contractor may submit pricing for either all schools or just schools of choice, but components of each school <u>must</u> be bid.
- 3.2.3 All charges <u>must</u> be included in the cost of the product or service. Prices quoted <u>must</u> be for products or services exactly as specified and in Canadian Funds, unless otherwise indicated.
- 3.2.4 Prices must include travel.
- 3.2.5 Prices **must** include delivery. F.O.B. Destination.
- 3.2.6 Prices **must** remain in force for the initial term of the contract.
- 3.2.7 Price increases during the contract term are subject to the approval of the SSCDSB and will be limited to proof of manufacturers' or industry increases in written form from the successful proponent(s).
- 3.2.8 The SCCDSB internal staff clear and sand/salt sidewalks. However from time to time the successful contractor may be asked to perform this service. SCCDSB reserves the right to remove from the contract the sidewalk clearing component each contract year.
- 3.2.9 This contract will be awarded on a per location basis or on the best cost of various groupings. The groupings will be determined by the SCCDSB. Each bidder agrees to the award on this basis.

# **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 Contractor to include date and time work was completed on each invoice for each site.

Company Name #	Signature

- 3.4.4 Successful contractors will be issued a fob. This fob must be swiped at the outside card reader upon arriving at each location. This will validate the service provider has been at that location. Failure to perform this procedure may result in none payment of a portion of the invoice determined by the SCCDSB.
- 3.4.5 Invoicing to be once per month referencing Purchase Order number provided by SCCDSB.
- 3.4.6 Applicable taxes should be shown as separate line items on all invoices.
- 3.4.7 The successful contractor should provide invoice layout similar to the sample invoice provided in **Appendix B**.

# 4.0 SPECIFICATIONS

#### **SECTION 4.1 PARTS AND MATERIALS**

4.1.1 Unless otherwise stated all materials supplied and used under this contract shall be preapproved by a Facilities Representative.

# **SECTION 4.2 COORDINATION OF SERVICES**

- 4.2.1 In order to provide a complete service, the successful contractor will be responsible for communicating and coordinating activities with the school Principal and Daycare operations where present.
- 4.2.2 Contractor is to review site conditions prior to the fall of snow to verify locations of curbs, landscaping and other obstacles as well as piling locations. Any damages caused by the contractor shall be promptly repaired in consultation with the owner at contractor cost.
- 4.2.3 In the event of an emergency, the Contractor shall contact SCCDSB Management in the priority of this list:

SOUTH LOCATIONS Chatham-Kent and Surrounding		
NAME	HOME	CELLULAR
John Vlasman	519-352-1907	519-360-6263
Paul Lernout	519-354-3266	519-360-6262
Gabe Lacroix	519-337-7886	519-330-9793
Tony Montanino	519-542-3026	519-381-1777
Erin Barrington - Administrative contact-invoicing guestions 519-339-7274 x 203		

NORTH LOCATIONS Sarnia-Lambton and Surrounding		
NAME	HOME	CELLULAR
Gabe Lacroix	519-337-7886	519-330-9793
John Vlasman	519-352-1907	519-360-6263
Paul Lernout	519-354-3266	519-360-6262
Tony Montanino	519-542-3026	519-381-1777
Erin Barrington - Administrative contact-invoicing questions 519-339-7274 x 203		

Company Name #	Signature

# **SECTION 4.3 SPECIAL REQUIREMENTS**

#### 4.3.1 CHATHAM-KENT FACILITIES WITH SPECIAL REQUIREMENTS:

Catholic Education Centre 420 Creek Street, Wallaceburg	Include church parking lot and corner lot at Creek and Elgin Streets.
Holy Family School 649 Murray Street, Wallaceburg	Include the church parking lot.
Our Lady of Fatima School/Maintenance Shop 535 Baldoon Road, Chatham	Include the maintenance shop compound.
St. Joseph School 25-35 Raleigh Street, Chatham	Include church lot closest to the school.
St. Ursula School 426 Lacroix Street, Chatham	Church parking lots to be included.

#### 4.3.2 SARNIA-LAMBTON FACILITIES WITH SPECIAL REQUIREMENTS:

Maintenance Building 245 Tecumseh Street, Sarnia	Snow cannot be piled against the main building, maintenance building or all fences. Ensure that snow is completely cleared from the loading/receiving areas at the north and south of the maintenance building. Clear 50' off parking lot in front of the maintenance building to allow maintenance vehicles to park.
Sacred Heart School 1411 Lecaron Avenue, Sarnia	Snow to be removed when requested.
St. John Fisher School 44 Main Street North, Forest.	Clear parking lot across the street.
St Joseph School 535 Birchbank Drive, Corunna	Clear Birchbank Drive from school to first homes including sidewalks.
St Michael School 1930 Wildwood Drive,Brights Grove	Clear church parking lot.
St Peter Canisius School 424 Victoria Street, Watford	Clear church parking lot.

# **SECTION 4.4 SCOPE OF WORK**

- 4.4.1 Snow to be cleared as per attached site plans (APPENDIX C) for all facilities. See complete list SECTION 4.7
- 4.4.2 Contractor is responsible for determining suitability of equipment used and for any damage caused. Sidewalks are to be cleared with equipment not heavier than a standard ½ ton pick-up truck.
- 4.4.3 Driveways and parking lots are to be cleared when the snow accumulation exceeds two inches in depth or less than three inches when windy conditions cause drifting or at the direction of the St. Clair Catholic District School Board.
- 4.4.4 Principals or Facility management personnel will address any complaint or quality workmanship issues directly with the contractor.

- 4.4.5 On school days, areas are to be cleared the same day as the snowfall, prior to 5:45 a.m., or as otherwise specified in section 4.3 SPECIAL REQUIREMENTS.
- 4.4.6 All work to proceed in compliance with local municipality noise by-laws.
- 4.4.7 No clearing or removal on lots beside churches while Mass is in progress.
- 4.4.8 No clearing or removal prior to 8:00 a.m. or later than 10:00 p.m. on Saturdays and Sundays.
- 4.4.9 Building entrances and sidewalks to be cleared of all snow. This also includes sidewalks between parking lots, buildings and portables. If clearing cannot be completed thoroughly, then contractor shall clear by hand or snow blower.
- 4.4.10 Bus loading zones, including boulevards between sidewalks and street curb, are to be cleared of snow a minimum of thirty feet away from loading zones.
- 4.4.11 Access lane to dumpsters, recycling bins and other refuse containers to have snow cleared minimum of 10 feet wide.
- 4.4.12 Fire lanes to be cleared of snow a minimum of 30 feet wide.
- 4.4.13 Snow is not to be piled on sidewalks, parking lots, shrubs, building entrances, between portable classrooms or against residential properties adjacent to the school property.
- 4.4.14 When clearing from entrances or access points to dumpsters, recycle bins, etc., snow is not to be pushed into, but rather back-dragged, to prevent buildup of ice and snow. Areas for piling are shown on the drawings.
- 4.4.15 Snow is not to be piled in excess of five feet high.

#### **SECTION 4.5 LIST OF FACILITIES**

4.5.1 Below is a current list of SCCDSB facilities. All of these facilities require snow clearing as per the Scope of work Section 4.4 and Special Requirements Section 4.3. During the term of the contract the SCCDSB reserves the right to add or delete facilities as the need may arise.

CHATHAM-KENT FACILITIES
Catholic Education Center 420 Creek St Wallaceburg
Christ the King Catholic School 277 Thomas Ave. Wallaceburg
Georges P. Vanier Catholic School 20 Cecile Ave. Chatham
Good Shepherd Catholic School 4 Edith St Thamesville
Holy Family Catholic School 649 Murray St. Wallaceburg
Monsignor Uyen Catholic School 255 Lark St. Chatham
Our Lady of Fatima Catholic School 545 Baldoon Rd Chatham
St. Agnes Catholic School 55 Croydon St. Chatham
St. Anne Catholic School 183 Snow Ave. Blenheim
St. Elizabeth Catholic School 1350 Bertha St. Wallaceburg
St. Joseph Catholic School 25 Raleigh St. Chatham

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St. Joseph Catholic School 43 St Clair St. Tilbury	
St. Michael Catholic School 25 Maple St S. Ridgetown	
St. Ursula Catholic School 426 Lacroix St. Chatham	
St. Vincent Catholic School 9399 McNaughton Line E. Chatham	
Ursuline College Catholic S. School 85 Grand Ave W. Chatham	

SARNIA-LAMBTON FACILITIES
Gregory A. Hogan Catholic School 1825 Hogan Dr. Sarnia
Holy Rosary Catholic School 715 London St. Wyoming
Holy Trinity Catholic School 60 Lorne Crescent Sarnia
Sarnia Maintenance Building 245 Tecumseh St. Sarnia
Sacred Heart Catholic School 434 John St. Port Lambton
Sacred Heart Catholic School 1411 Lecaron St. Sarnia
St. Anne -Catholic School 1000 Rapids Parkway Sarnia
St. Patrick Catholic High School 1001 Rapids Parkway Sarnia
St. John Fisher Catholic School 44 Main St. N. Forest
St. Joseph Catholic School 535 Birchbank Ave. Corunna
St. Matthew Catholic School 720 Elm Ave Sarnia
St. Michael Catholic School 1930 Wildwood DR. Bright's Grove
Former St. Patrick Catholic High School 281 East St. N. Sarnia
St. Peter Canisius Catholic School 424 Victoria St. Watford
St. Philip Catholic School 420 Queen St. Petrolia

#### 5.0 TERMS AND CONDITIONS

#### **SECTION 5.1 GENERAL TERMS AND CONDITIONS**

- 5.1.1 Any response submitted to this Tender is IRREVOCABLE for 120 days.
- 5.1.2 A proponent(s) who has already submitted a bid may submit an addendum in writing and signed by the proponent(s) at any time up to the official closing time. (No facsimiles shall be accepted). The last submission shall supersede and invalidate all previous submissions by that proponent(s) as it applies to this submission. Addenda <u>must</u> be submitted in the same manner and within the same time constraints as the bid submission.
- 5.1.3 A proponent(s) 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 <u>must</u> be submitted in the same manner and within the same constraints as a Tender submission.
- 5.1.4 The issuance of this Tender shall not constitute any obligation on the part of the SCCDSB to any firm or individual who submits a bid.
- 5.1.5 The proponent(s) should have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered for this bid.

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- 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 proponent(s) within 30 days of the award if, in the opinion of the SCCDSB, the successful proponent(s) is unable or unwilling to enter into a form of contract satisfactory to the SCCDSB. The SCCDSB shall be entitled to do so without any liability being incurred by the SCCDSB to the proponent(s).
- 5.1.8 The lowest or any bid submission may not necessarily be accepted. The SCCDSB reserves the right to decline any or all bid submissions, or to cancel the Tender call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the SCCDSB to any proponent(s) for any expense, cost, loss or damage incurred or suffered by the proponent(s) as a result of such withdrawal.
- 5.1.9 All costs associated with the preparation of the Tender submission will be solely the responsibility of the proponent(s).
- 5.1.10 The SCCDSB reserves the right to decline or award portions of the products or services required by this Tender to one proponent(s) or from multiple proponent(s).
- 5.1.11 All of the terms and conditions of this Tender are deemed to be accepted by the proponent(s) and incorporated into the proponent(s)'s Tender submission. It is the SCCDSB's intention that the Terms and Conditions stated in this Tender, the successful proponent(s)'s response to this Tender and the issuance of a SCCDSB Purchase Order will form the contract between SCCDSB and the successful proponent(s). Any conflict in the wording of the proponent(s)'s invoice and/or sales agreement and the wording of the terms and conditions of this bid, shall be resolved in favour of the SCCDSB and shall be deemed to be incorporated into the proponent(s)'s invoice and/or sales agreement.
- 5.1.12 The successful proponent(s) <u>must</u> not at any time subcontract any portion of its contract with the SCCDSB nor shall it assign the contract without the written permission of the SCCDSB. The successful proponent(s) <u>must</u> not, at any time, change subcontractors approved by the SCCDSB without written permission of the SCCDSB.
- 5.1.13 While the SCCDSB has used considerable efforts to ensure an accurate representation of information in this Tender document, the information contained herein is contained solely as a guideline for proponent(s). The information is not guaranteed or warranted to be accurate by the SCCDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this Tender document is intended to relieve proponent(s) from forming their own opinions and conclusions in respect to the matters addressed in this Tender document.
- 5.1.14 The SCCDSB may accept or waive a minor irregularity, or where practical to do so the SCCDSB may as a condition of Tender acceptance request a proponent(s) to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this Tender, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the SCCDSB. All proponent(s) agree to provide all such additional information as, and when requested, at their own expense, provided no proponent(s) in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.

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- 5.1.15 All SCCDSB policies, procedures and regulations <u>must</u> be adhered to by the successful proponent(s).
- 5.1.16 The successful proponent(s) will reimburse the SCCDSB for any damages through negligence or willful acts of any of the successful proponent(s)' employees or contracted staff.
- 5.1.17 The successful proponent(s)' employees and contracted staff shall not be considered SCCDSB employees and shall not represent themselves as an agent of the SCCDSB nor be eligible for any of the benefits provided to SCCDSB employees.
- 5.1.18 The SCCDSB reserves the right to demand the removal of any successful proponent(s)'s employees or contracted staff engaged in this contract if, in the SCCDSB's opinion, their conduct has been of an unacceptable nature.
- 5.1.19 The successful proponent(s) will be responsible for ensuring that regular supervision is maintained over all working personnel. It is the proponent(s)'s responsibility to ensure that all their activities are properly coordinated with the SCCDSB's operations and modify assignments as required.
- 5.1.20 This Tender document is being issued pursuant to the SCCDSB's Purchasing Policies and Procedures.

# **SECTION 5.2 CANCELLATION OF CONTRACT / LOSS OF SERVICE**

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

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# SECTION 5.3 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 5.3.1 Proponent(s) agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the SCCDSB shall be subject to disclosure pursuant to an application to a Municipal Freedom of Information and Protection of Privacy Act request for disclosure. Notwithstanding that a Tender submission or an addendum may contain a trade secret of the proponent(s), intellectual property right of the proponent(s), or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.
- 5.3.2 A proponent(s) specifically consents to the disclosure of any and all information contained in their Tender submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the proponent(s) assigns all right, title and interest that they have in the Tender submission, and any addendum to the SCCDSB, including the right to copy and/or publish the same as the SCCDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.
- 5.3.3 All proponent(s) agree not to disclose any information provided by the SCCDSB in this Tender document to any third party without the written consent of the SCCDSB.

#### **SECTION 5.4 HUMAN RIGHTS AND CHILD LABOUR LAWS**

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

#### **SECTION 5.5 HEALTH AND SAFETY**

- 5.5.1 All work performed on site <u>must</u> be in compliance with the Contracted Services Program and all contractors performing such work **must** be prequalified under this program.
- 5.5.2 Every person who supplies any machine, device, tool, equipment or service to the SCCDSB <u>must</u> ensure that the machine, device, tool, equipment or service complies with the <u>Occupational Health and Safety Act</u> and Regulations of Industrial Establishments. The "<u>Burden of Proof</u>" rests with the supplier.
- 5.5.3 MATERIAL SAFETY DATA SHEETS <u>must</u> be supplied with any/all WHMIS controlled products.
- 5.5.4 The Occupational Health and Safety Act describes the responsibilities of an employer. The SCCDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contractor shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. The contractor workers <u>must</u> be trained in WHMIS in accordance with Occupational Health and Safety Act Regulations. They <u>must</u> adhere to all of the SCCDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.
- 5.5.5 The SCCDSB reserves the right to request a copy of a contractor's Health & Safety Policy, Procedures and Guidelines.

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# SECTION 5.6 WORKPLACE SAFETY AND INSURANCE BOARD

- 5.6.1 The successful proponent(s) <u>must</u> ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.
- 5.6.2 The successful contractor(s) <u>must</u> furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract. The good standing **must** be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety & Insurance Board Certificate is updated every sixty (60) days. The SCCDSB reserves the right to request proof of coverage any time throughout the duration of the contract
- 5.6.3 All workplace injuries or accidents on SCCDSB property must be reported by the successful contractor(s) to the SCCDSB's representative within 24 hours.

#### SECTION 5.7 COMMERCIAL LIABILITY INSURANCE

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

# SECTION 5.8 AUTOMOBILE VEHICLE LIABILITY INSURANCE

- 5.8.1 The successful proponent(s) <u>must</u> be covered by Automobile Liability Insurance through the term of the Contract.
- 5.8.2 Proponent(s) <u>must</u> show proof upon request, that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million per occurrence for liability arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors.
- 5.8.3 The successful proponent(s) agrees to indemnify, hold harmless, and defend, the SCCDSB from and against any and all liability for loss, damage and expense, which the SCCDSB may suffer or for which the SCCDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile.

#### SECTION 5.9 CONTRACTED SERVICES PROGRAM

5.9.1 Contractors performing work on Board property must complete the Contracted Services Program. This program has three basic components that <u>must</u> be met to before the Tender is awarded. Contractors who cannot meet the minimum requirements of this program will not be awarded this bid. Program information can be found on the SCCDSB web site at <u>www.st-clair.net</u> or through the Board contact identified previously in this document.

#### SECTION 5.10 ACCESSABILITY FOR ONTARIANS WITH DISABILITIES

5.10.1 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: <a href="http://www.e-laws.gov.on.ca/html/statutes/english/elaws\_statutes\_05a11\_e.htm">http://www.e-laws.gov.on.ca/html/statutes/english/elaws\_statutes\_05a11\_e.htm</a>

# 6.0 CONTRACTOR PROFILE

#### **SECTION 6.1 REFERENCES**

6.1.1 Proponent(s) should provide a minimum of three references where services have been successfully provided similar to this Tender document. The reference should contain the following information: (i) agency name, (ii) address, (iii) contact person, (iv) telephone number.

#### **SECTION 6.2 ADMINISTRATION & ORGANIZATION**

6.2.1 The SCCDSB reserves the right at any time after the closing date, to request from any proponent(s) evidence of its financial standing and stability, including that of each of its officers, directors and principals. All proponent(s) agree to provide at their own expense all such above-related information as may be requested by the SCCDSB within four (4) days of the date of any such request.

Company Name #	Signature

- 6.2.2 Proponent(s) should list any and all pending or ongoing legal claims or disputes where the proponent(s) could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.
- 6.2.3 Proponent(s) should state if the staff involved in the execution of this contract are employees or sub-contractors.
- 6.2.4 The SCCDSB reserves the right to carry out an annual review of the successful respondents performance as it relates to, but not limited to; client satisfaction, product and service quality, turnaround times, customer service(s), and price. The agreement may be terminated at the sole discretion of the SCCDSB if performance is deemed unsatisfactory.

### 7.0 TENDER SUBMISSION

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

- 7.1.1 Each bid submission should be structured using only the criteria identified in this Tender document. When submitting bids, proponent(s) should use the same numbering format, as on this Tender document.
- 7.1.2 Printed and signed tender document and all Appendices.
- 7.1.3 Printed and signed copy of the Agreement of Terms page Section 9.0 <u>must</u> be returned for your Tender submission to be accepted.
- 7.1.4 Printed and signed copy of Appendices A: Pricing Pages <u>must</u> be returned for your Tender submission to be accepted.
- 7.1.5 All tender documents should be submitted in an envelope marked with the tender name and number.
- 7.1.6 Proponent(s) **must** provide one signed copy of the Tender documents.
- 7.1.7 Proponent(s)' submissions should include page numbers for ease of reference.
- 7.1.8 Supplemental materials <u>will not qualify</u> as substitutes for direct responses to the Tender requirements. (except specifically requested material, such as the detailed specification sheets, colour charts etc.).

# 8.0 AWARD OF CONTRACT

# **SECTION 8.1 EVALUATION PROCESS**

- 8.1.1 All Tender submissions will first be verified on their compliance with the requirements of this document.
- 8.1.2 All 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

Company Name #	Signature
Company Name #	Signature

- 8.1.3 Compliant proponent(s) may be requested to make a presentation of their bid. No alteration of your submission will be permitted. Notification will be given to qualified proponent(s) as to the time and place. The presentation shall be at the expense of the proponent(s).
- 8.1.4 Service, performance record, ability to meet the needs of the SCCDSB and pricing will be taken into consideration when awarding this contract.

# **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 proponent(s) has received a purchase order for the work or product.
- 8.2.2 **Tie Bids Received** in the case of tied bids a coin flip will take place. The flip will be done by the Procurement Specialist and in the presence of both proponents and the Tender Opening Committee.
- 8.2.3 The results of this bid will be posted on the SCCDSB web site under Bid Opportunities and <a href="https://www.biddingo.com">www.biddingo.com</a>. as soon as decisions have been made.

#### **SECTION 8.3 MANDATORY MEETING**

8.3.1 Short listed proponent(s) may be required to attend a meeting to present their bids and respond to any questions. Date, time and location to be determined.

#### **SECTION 8.4 SITE VIST**

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

# **SECTION 8.5 DEBRIEFING**

8.5.1 Not later than 60 Days following the date of posting of a contract award notification in respect of the tender, a Proponent may contact the Procurement Specialist requesting a debriefing, and the Purchaser shall conduct such debriefing in accordance with the requirements of the Supply Chain Guideline. Any request that is not timely received will not be considered and the Proponent will be notified in writing. Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until such time as a contract award notification has been posted

### **SECTION 8.6 BID PROTEST DISPUTE RESOLUTION**

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

# 9.0 AGREEMEMT OF TERMS

#### SECTION 9.1 ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

I hereby acknowledge and agree that I have read and completed all the preceding 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 <u>must</u> be accepted by the proponent(s) and incorporated into the proponent(s) Tender submission. It is the SCCDSB's intention to use a Purchase Order when establishing a contract with the successful proponent(s).

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

I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:
NAME: (Please Print)
TITLE:
SIGNATURE:
COMPANY:
ADDRESS:
EMAIL:
TELEPHONE:
FAX:

Company Name #	Signature

# **10.0 APPENDICES**

**APPENDIX A:** PRICING PAGE CHATHAM-KENT FACILITIES

PRICING PAGE SARNIA-LAMBTON FACILITIES

**APPENDIX B**: SAMPLE INVOICE

**APPENDIX C:** DRAWINGS FOR CHATHAM-KENT FACILITIES

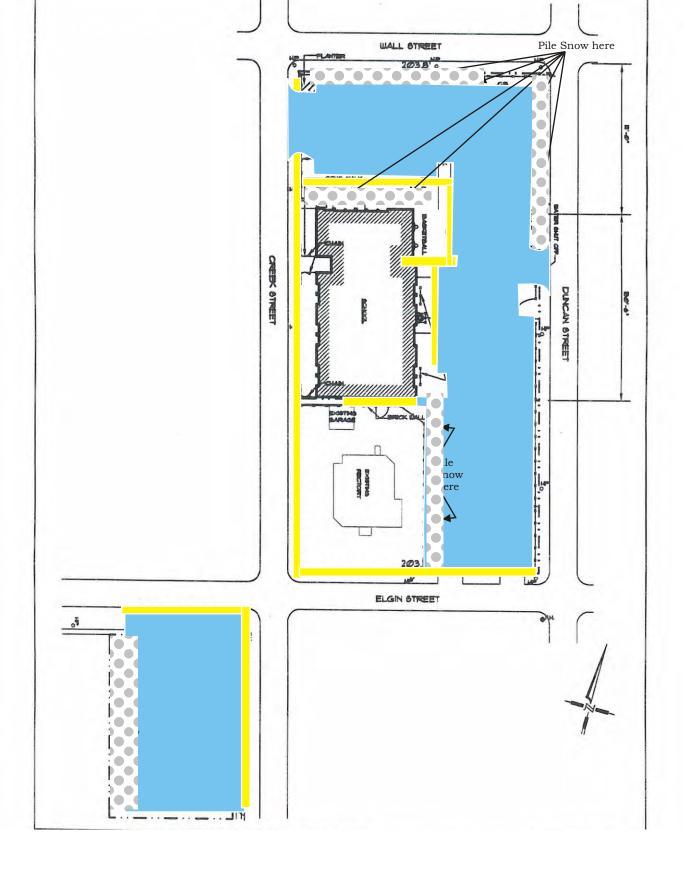
DRAWINGS FOR SARNIA-LAMBTON FACILITIES

APPENDIX A: CHATHAM-KENT FACILITIES  PRICING FOR SNOW CLEARING SERVICES CHATHAM-KENT FACILITIES  Note that all pricing is to be taxes extra. Check the applicable box at the bottom of each option section.						
					Base Bid (Parking Lot & Sidewalk Snow Clearing)	CREDIT  for Board to clear sidewalks
Catholic Education Center 420 Creek Street, Wallaceburg		( )				
Christ The King 277 Thomas Ave, Wallaceburg		( )				
Georges P. Vanier 20 Cecile Ave, Chatham		( )				
Good Shepherd 4 Edith Street, Thamesville		( )				
Holy Family 649 Murray Street, Wallaceburg		( )				
Monsignor Uyen 255 Lark Street, Chatham		( )				
Our Lady of Fatima 545 Baldoon Road, Chatham		( )				
St Agnes 55 Croydon Street, Chatham		( )				
St Anne 183 Snow Ave, Blenheim		( )				
St Elizabeth 1350 Bertha Street, Wallaceburg		( )				
St Joseph 25 Raleigh Street, Chatham		( )				
St Joseph 43 St Clair Street, Tilbury		( )				
St Michael 25 Maple Street South, Ridgetown						
St Ursula 426 Lacroix Street, Chatham		( )				
St Vincent 9399 McNaughton Line E. Chatham						
Ursuline College 85 Grand Ave W., Chatham		( )				
HST	7:					
Sigature	2:	•	•			•

APPENDIX A: SARNIA-LAMBTON FACI	LITIES					
PRICING FOR SNOW CLEARING SERVICE						
	Note that all pricing is to be taxes extr	a. Check the applicable box at the bott	tom of each option section.			
	<b>Base Bid</b> (Parking Lot & Sidewalk Snow Clearing)	CREDIT for Board to clear sidewalks	Base Bid - Price per salting of parking areas as required	Price for salting of sidewalks	Price per hour for truck & loader to remove snow as may be required	Price per hour for additional miscellaneous snow clearing work
Gregory Hogan 1825 Hogan Drive, Sarnia		( )				
Holy Rosary 715 London Street, Wyoming		( )				
Holy Trinity - Catholic School 60 Lorne Cresent Sarnia		( )				
Maintenance Building 245 Tecumseh St. Sarnia		( )				
Sacred Heart 1411 Lecaron Street, Sarnia		( )				
Sacred Heart 434 John Street, Port Lambton		(				
St Anne 1000 Rapids Parkway, Sarnia		(				
St Patrick High School 1001 Rapids Parkway, Sarnia		(				
St John Fisher 44 Main Street, Forest		(				
St Joseph 535 Birchbank Ave, Corunna		(				
St. Matthew Catholic School 720 Elm Ave Sarnia		(				
St Michael 1930 Wildwood Drive, Sarnia		(				
Former St Patrick High Scool 281 East Street North, Sarnia		(				
St Peter Canisius 424 Victoria Street, Watford		(				
St Philip 420 Queen Street, Petrolia		( )				
HST:						
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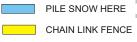
# APPENDIX B:

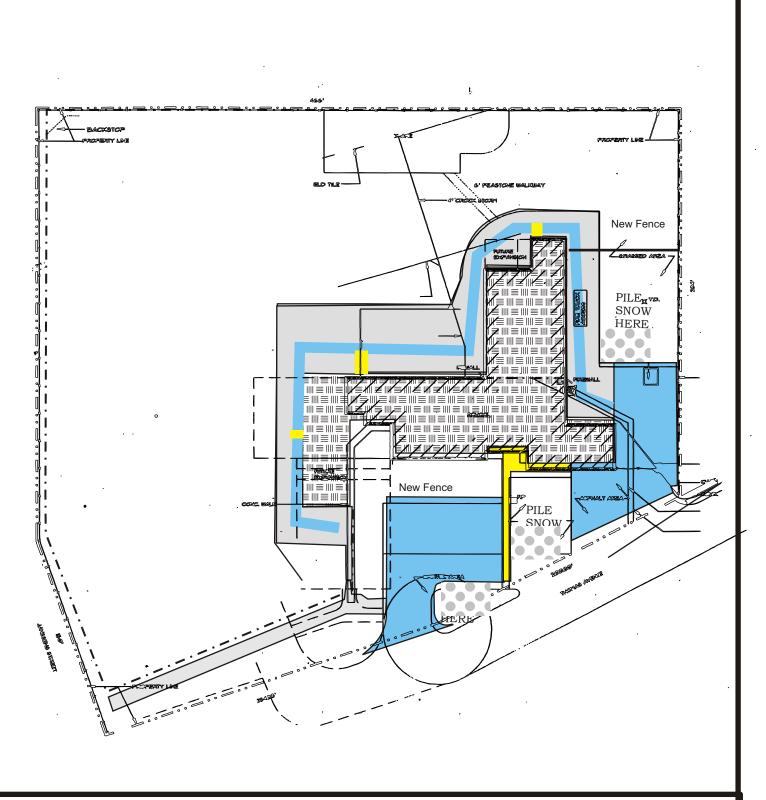
		PO#	
		HST#	
Location			
	Dates Parking Lot Plowed @ \$50.00 each- November 3, 10, 13, 25	Total for Plowing- \$200.00	
St Agnes	Dates Parking Lot Salted @ \$25.00 each- November 3, 5, 10, 12, 25, 26	Total for Parking Lot Salting- \$150.00	
(if applicable)	Dates Sidewalks Cleared by School Board Staff @ \$10 Credit each- November 5, 12	Total Sidewalk Clearing Credit- -\$20.00	
	Dates Sidewalks Were Salted @ \$10.00 each- November 3, 5, 10, 12, 25, 26	Total for Sidewalk Salting at School- \$60.00	
Subtotal for St Agnes		\$390.00	
	Dates Parking Lot Plowed @ \$75.00 each- November 3, 10, 13, 25	Total for Plowing- \$200.00	
School Name #2	Dates Parking Lot Salted @ \$30.00 each- November 3, 5, 10, 12, 25, 26	Total for Parking Lot Salting- \$180.00	
(if applicable)	Dates Sidewalks Cleared by School Board Staff @ \$10 Credit each- November 5, 12	Total Sidewalk Clearing Credit- -\$20.00	
	Dates Sidewalks Were Salted @ \$10.00 each- November 3, 5, 10, 12, 25, 26	Total for Sidewalk Salting at School- \$60.00	
Subtotal for School #2		\$420.00	
	Subtotal for all School Locations	\$810.00	
	HST	\$105.30	
	Total	\$915.30	





MUNICIPAL SIDEWALK

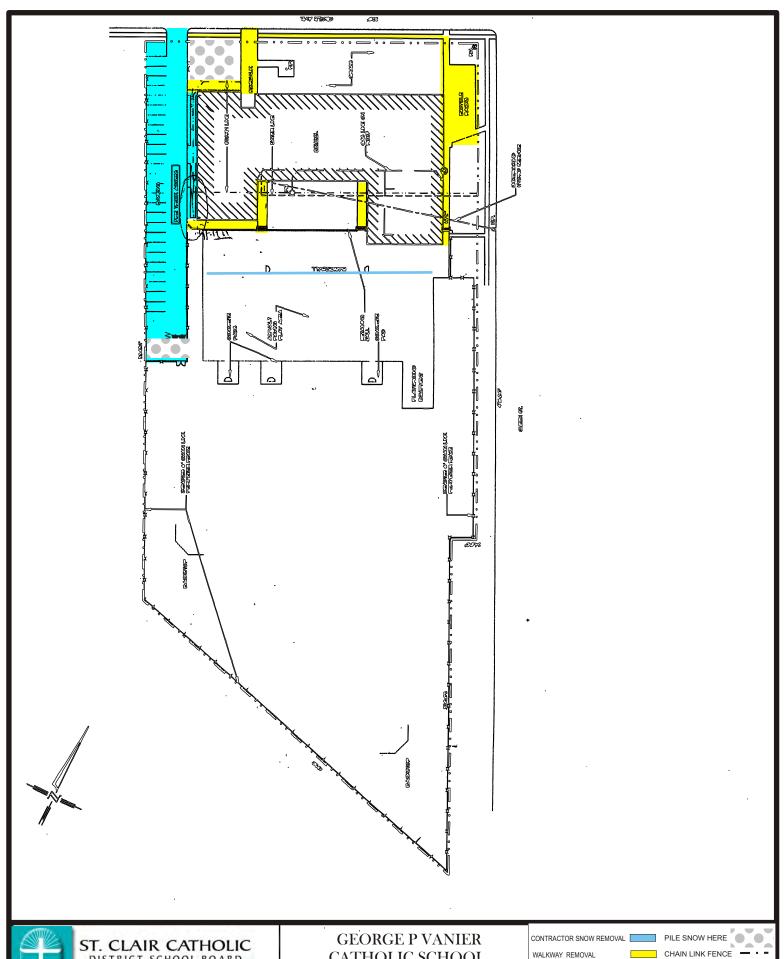






CHRIST THE KING CATHOLIC SCHOOL 227 THOMAS ST WALLACEBURG ON

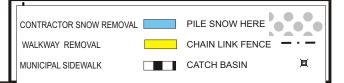


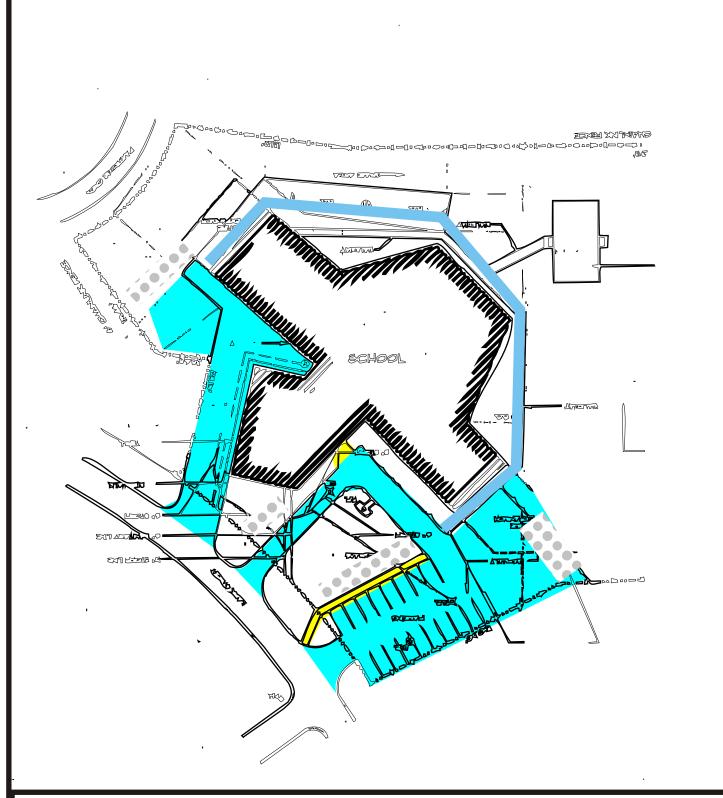






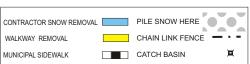
SNOW REMOVAL PLAN EDITH ST THAMESVILLE

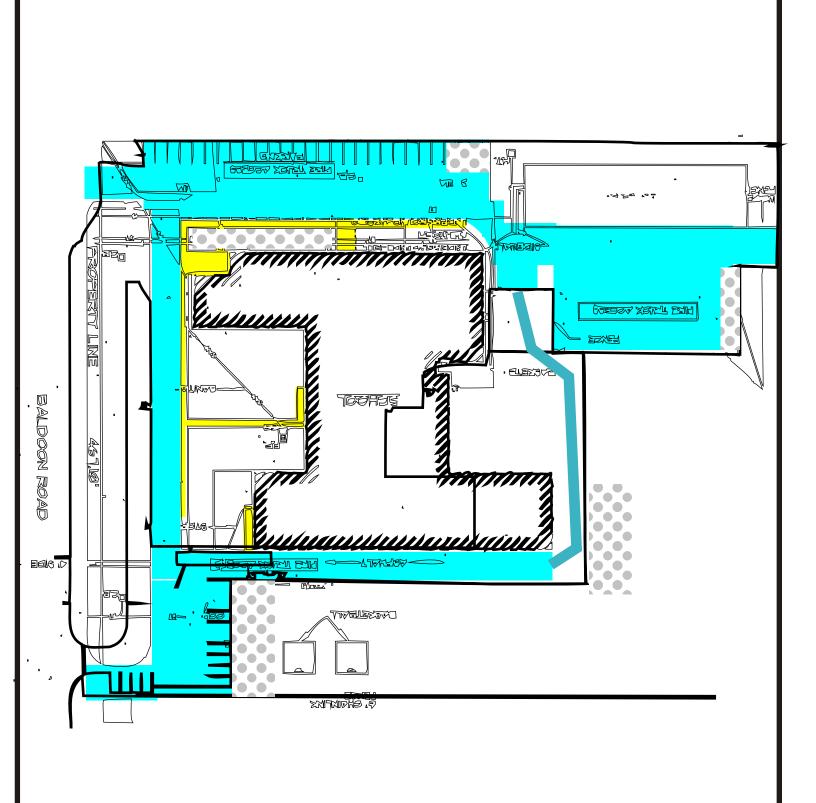






MONSIGNOR UYEN CATHOLIC SCHOOL 255 LARK ST CHATHAM ON

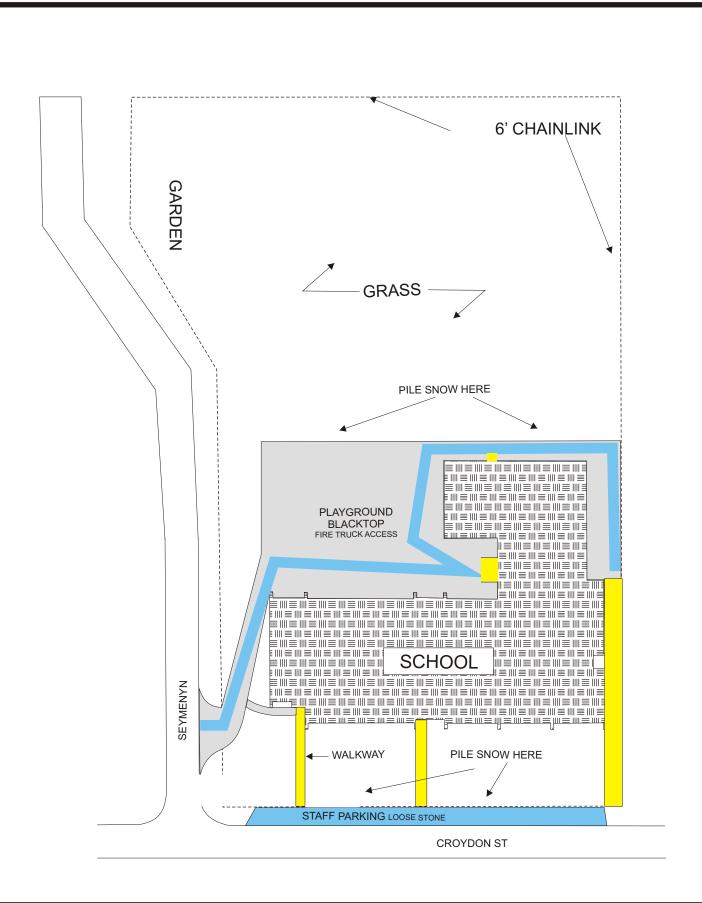






OUR LADY OF FATIMA CATHOLIC SCHOOL 545 BALDOON CHATHAM ON





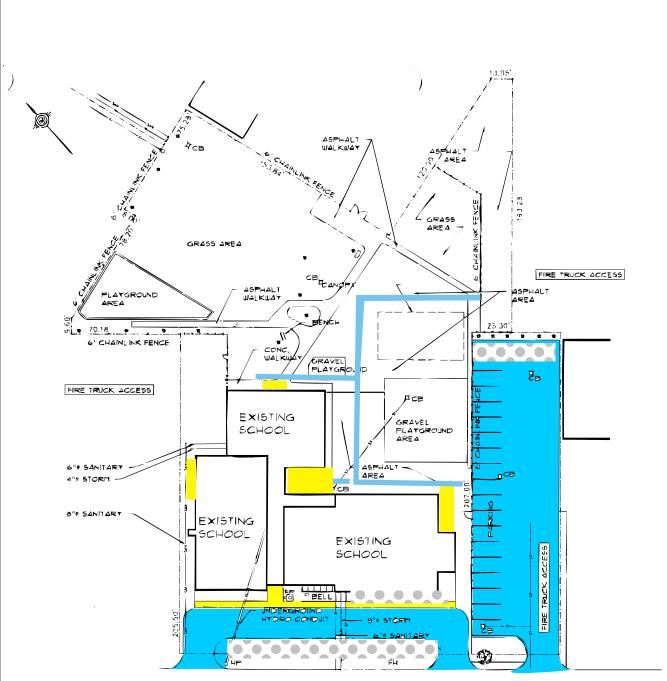


ST AGNES CATHOLIC SCHOOL 55 CROYDON AVE CHATHAM ON

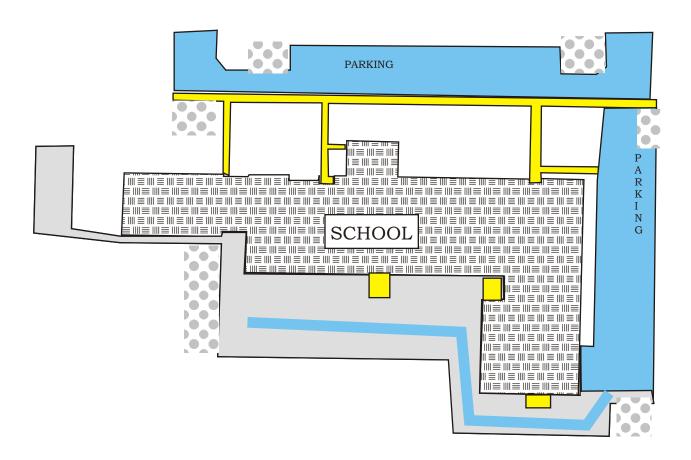




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RALEIGH STREET





ST JOESEPH'S SNOW REMOVAL PLAN TILBURY CONTRACTOR SNOW REMOVAL

WALKWAY REMOVAL

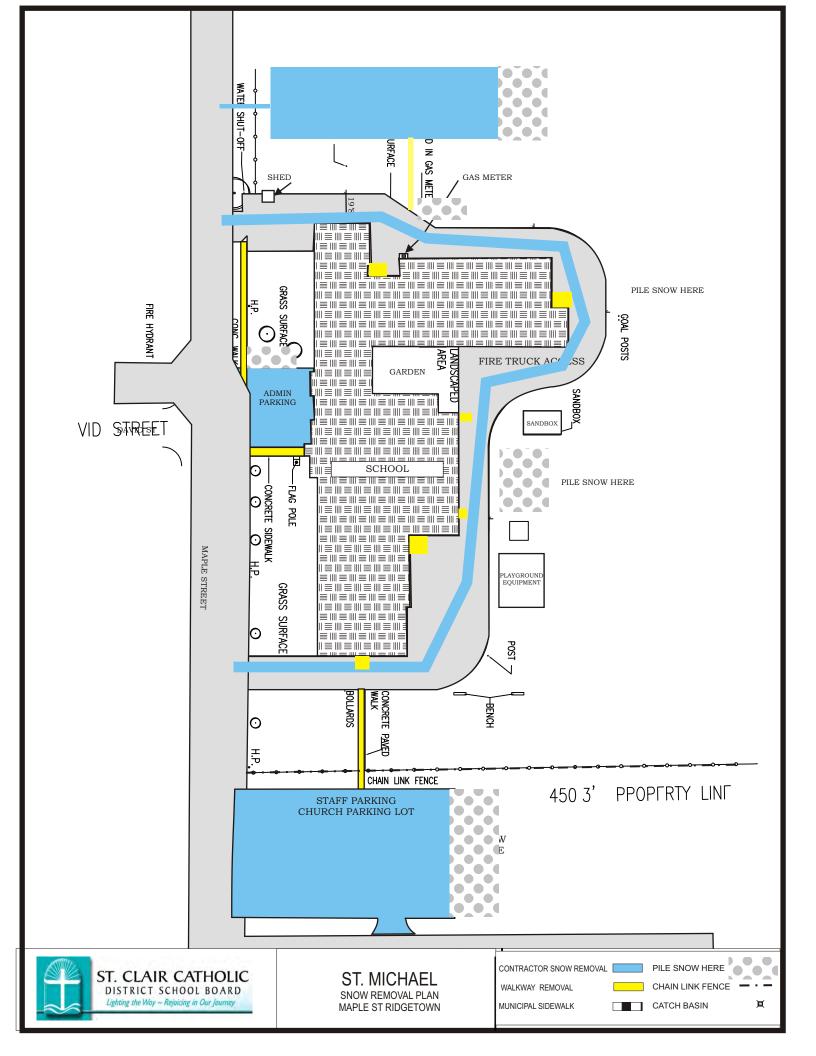
MUNICIPAL SIDEWALK

PILE SNOW HERE

CHAIN LINK FENCE

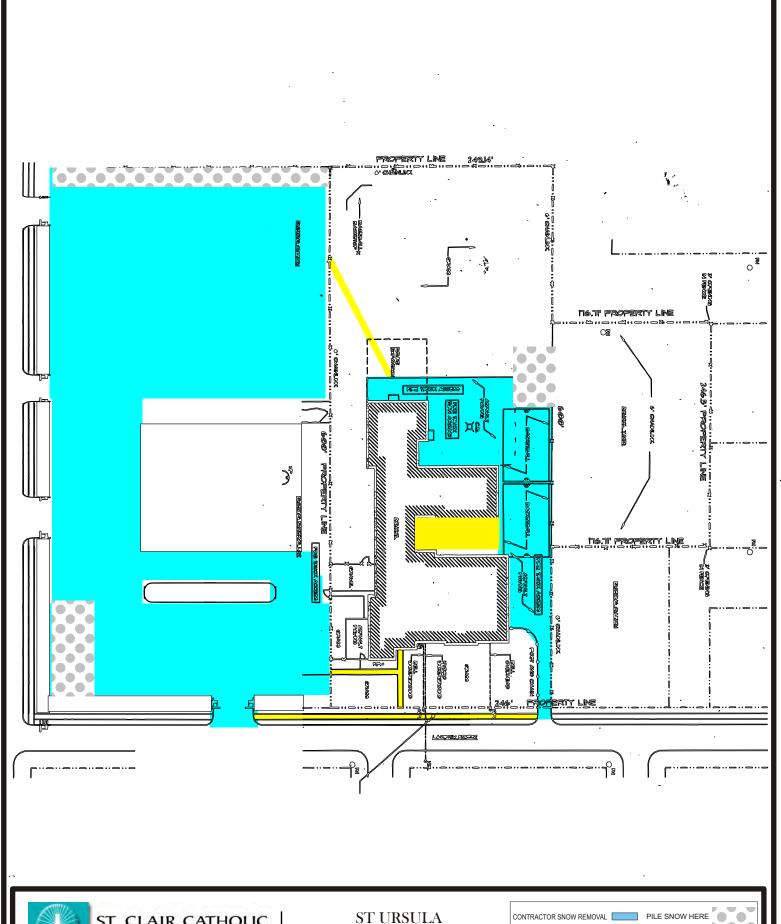
CATCH BASIN

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MUNICIPAL SIDEWALK

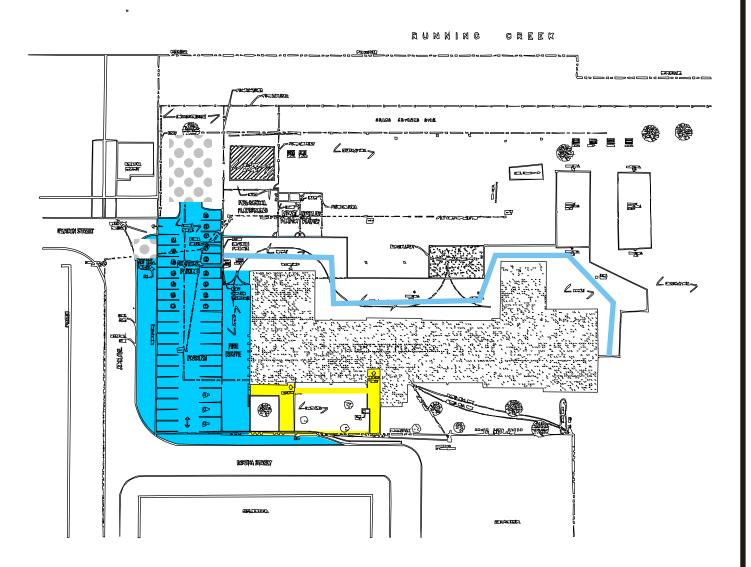
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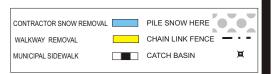
ST URSULA CATHOLIC SCHOOL 425 LACROIX ST CHATHAM ON

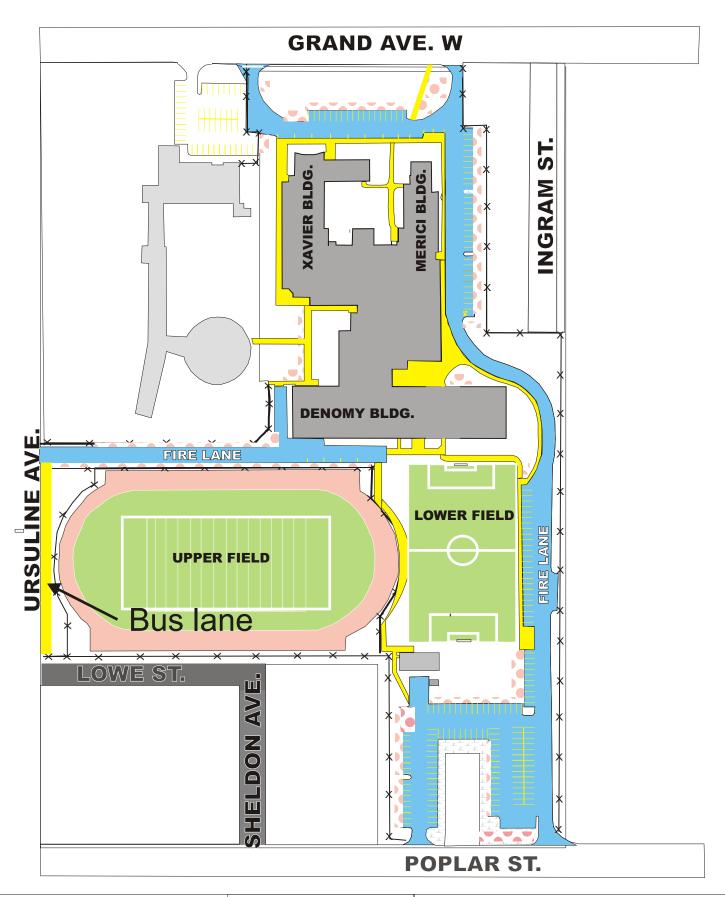






ST ELIZABETH CATHOLIC SCHOOL 1350 BERTHA ST WALLACEBURG

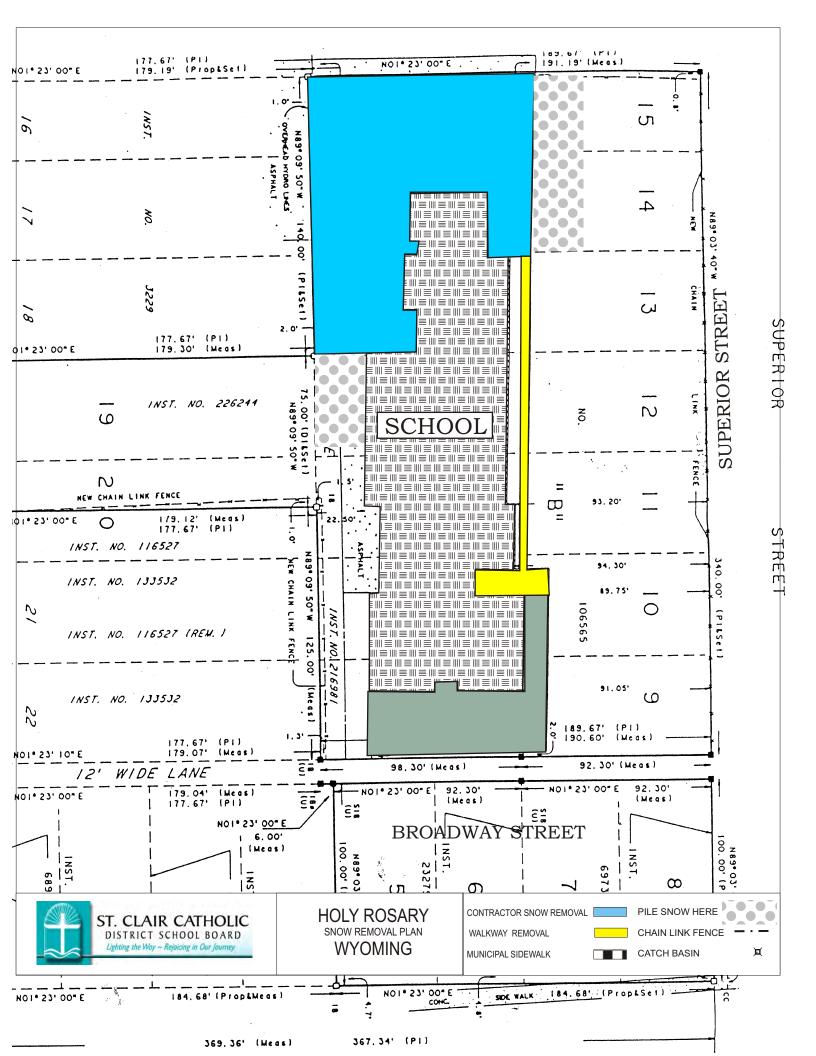


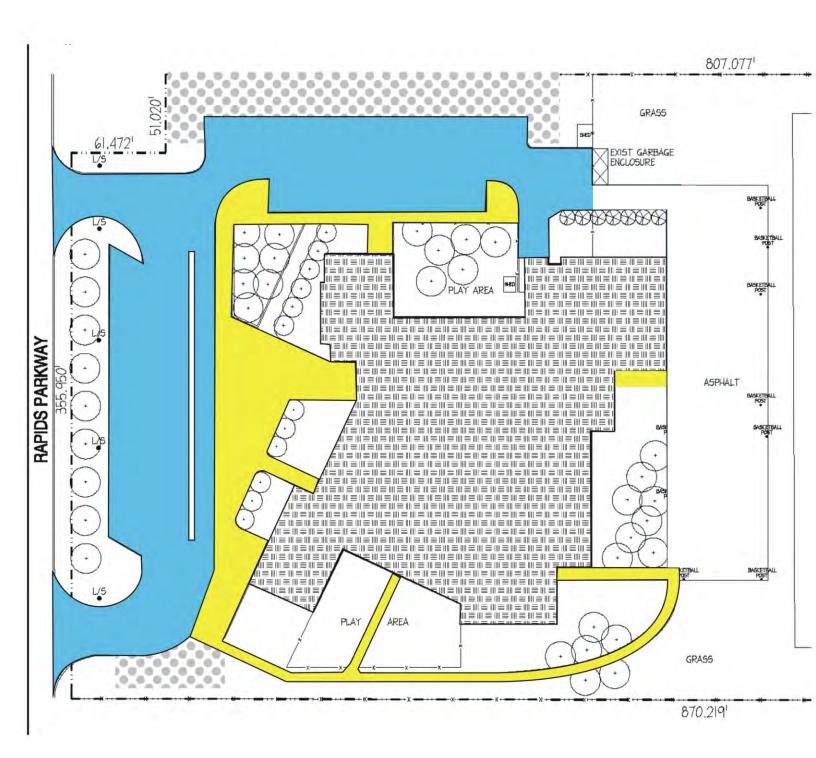




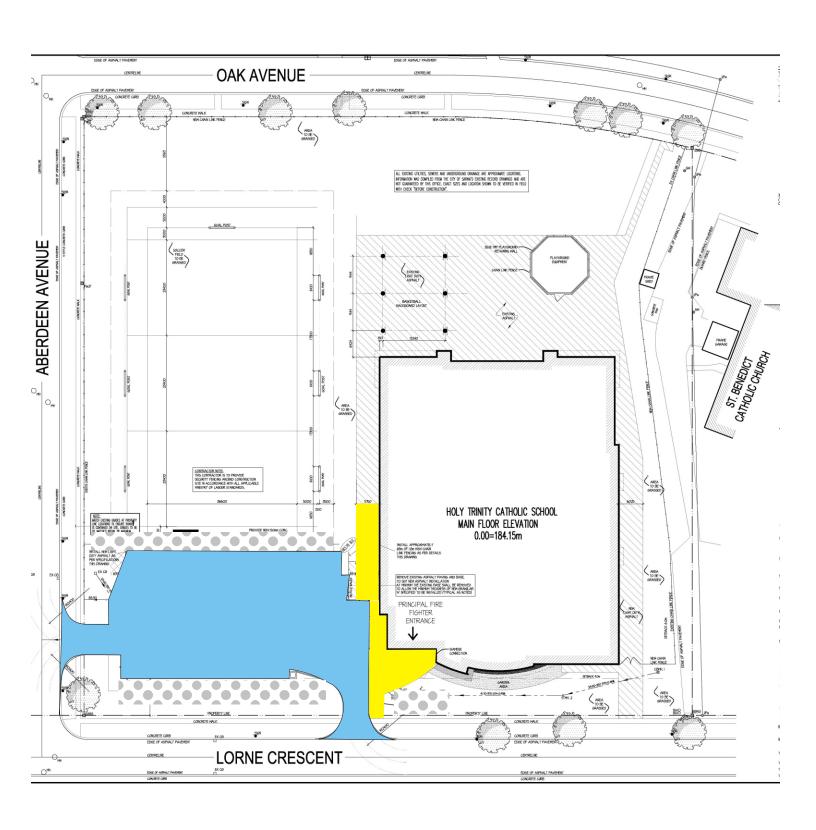
URSULINE COLLEGE SNOW REMOVAL PLAN GRAND AVE CHATHAM







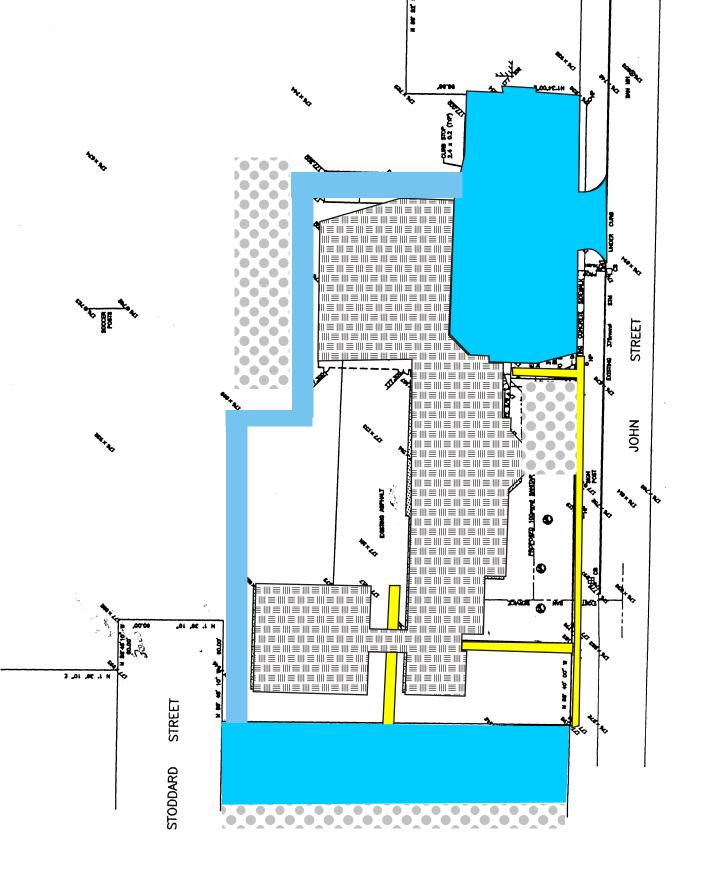






HOLY TRINITY SNOW REMOVAL PLAN SARNIA







300

03/95 D.0. 10/94 KB 9/94 LLP 8/94 LLP BA/94 LLP

AS CONSTRUCTED
FIRE LANE ADDED
PROPOSED GRADES ADDED
FOR APPROVAL
REVISION

~ - 0 5

Scale



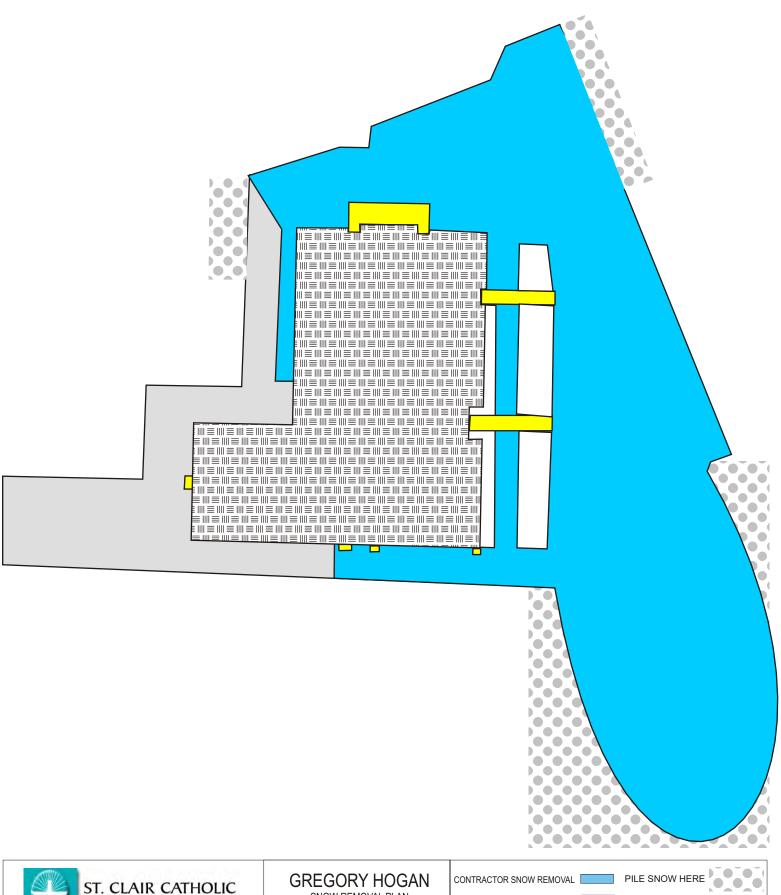
SACRED HEART SNOW REMOVAL PLAN PORT LAMPTON



MUNICIPAL SIDEWALK

CATCH BASIN

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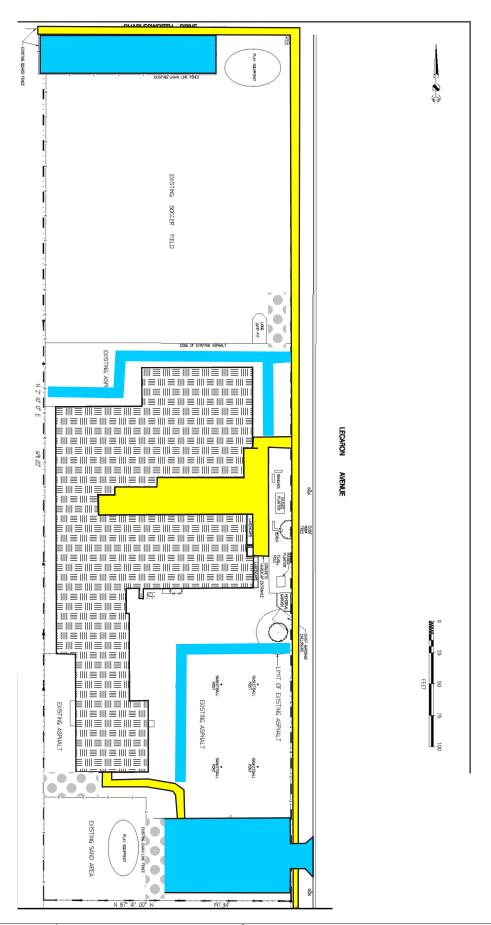
GREGORY HOGAN SNOW REMOVAL PLAN SARNIA CONTRACTOR SNOW REMOVAL

WALKWAY REMOVAL

MUNICIPAL SIDEWALK

CATCH BASIN

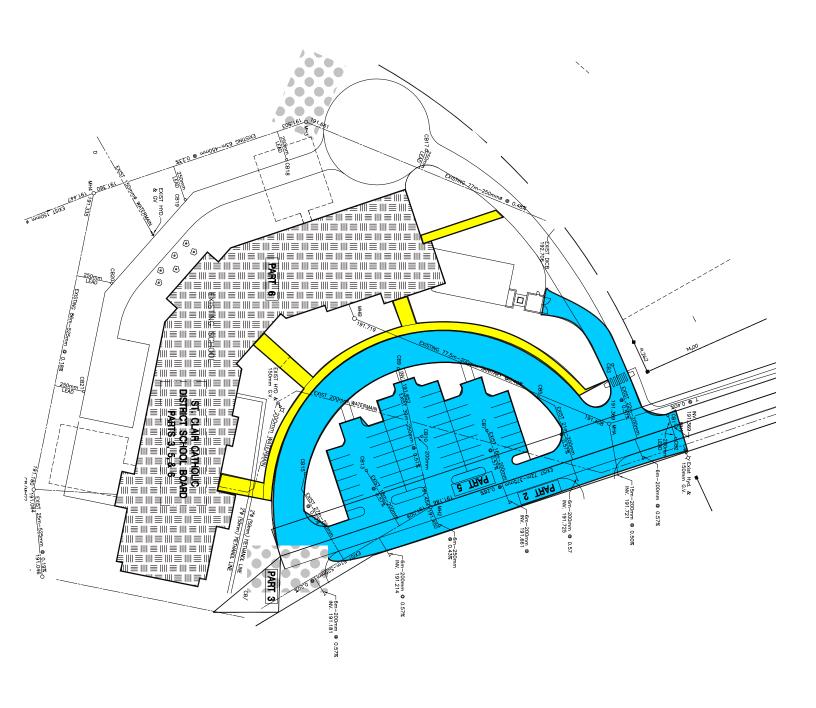
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SACRED HEART SNOW REMOVAL PLAN SARNIA







ST JOESEPH SNOW REMOVAL PLAN CORUNNA CONTRACTOR SNOW REMOVAL

WALKWAY REMOVAL

MUNICIPAL SIDEWALK

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CHAIN LINK FENCE

CATCH BASIN

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Main Street

Keep clear bus note between John to James on Queun

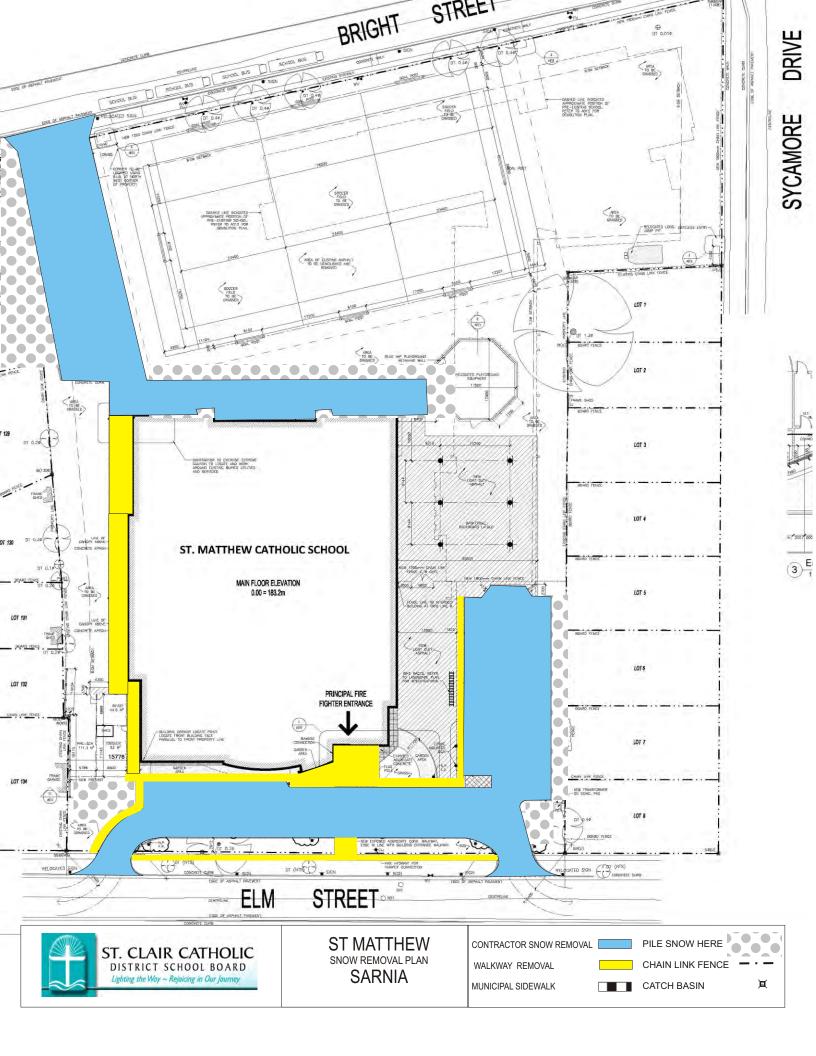
Queen Street

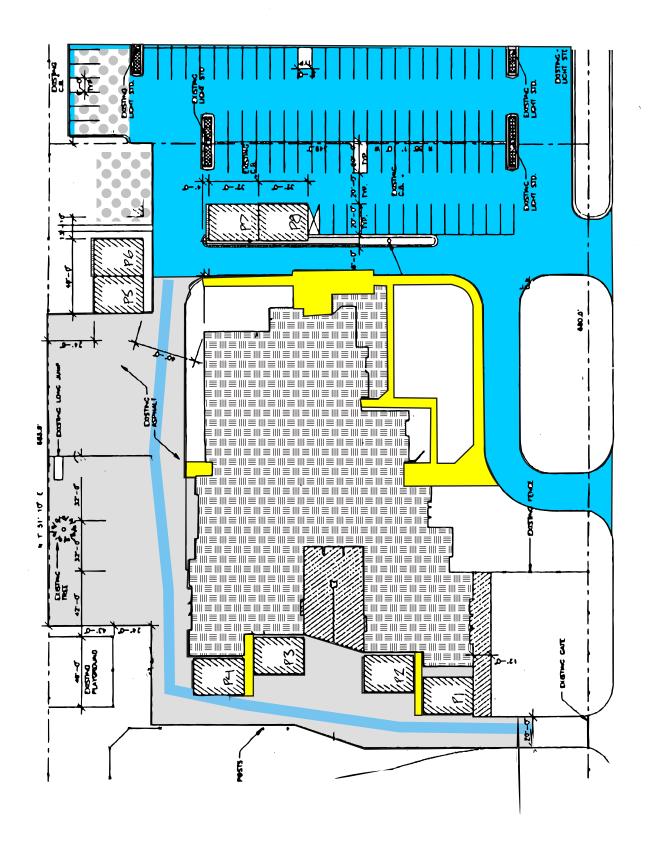
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CONTRACTOR SNOW REMOVAL

CATCH BABIN

WALKWAY REMOVAL







ST MICHAEL SNOW REMOVAL PLAN BRIGHTS GROVE CONTRACTOR SNOW REMOVAL

WALKWAY REMOVAL

MUNICIPAL SIDEWALK

CATCH BASIN







ST PATRICKS RAPIDS PARKWAY SNOW REMOVAL PLAN SARNIA

CONTRACTOR SNOW REMOVAL

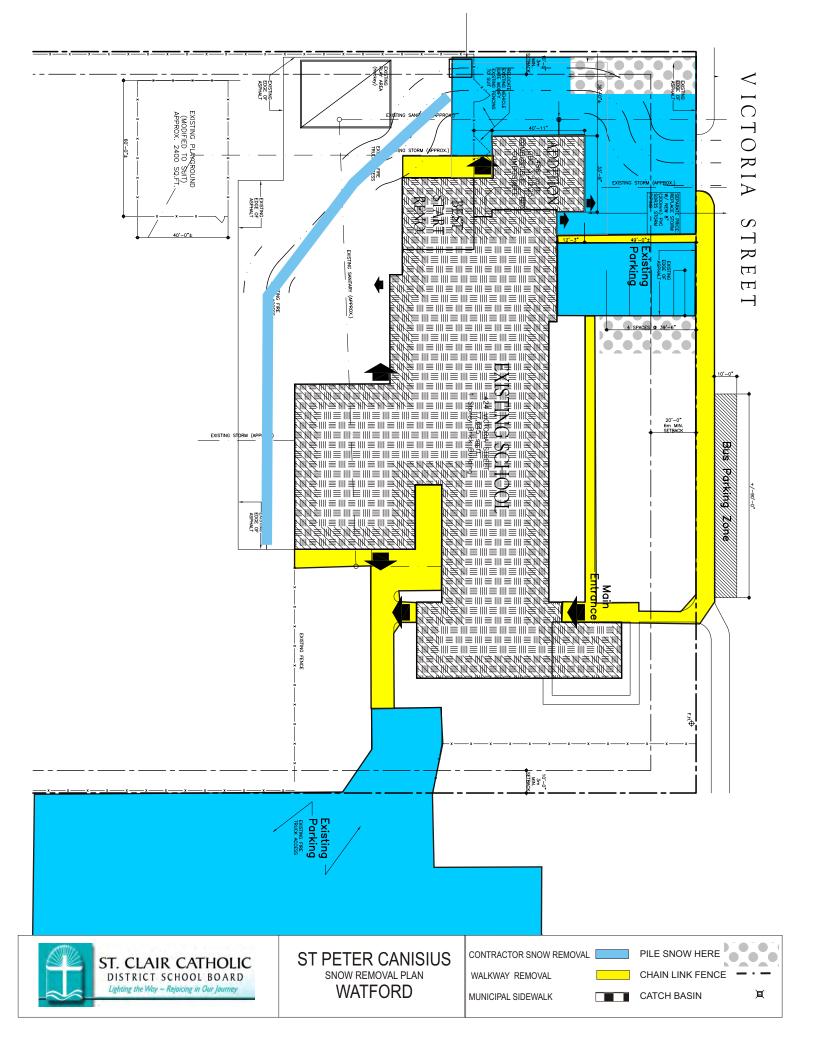
WALKWAY REMOVAL MUNICIPAL SIDEWALK

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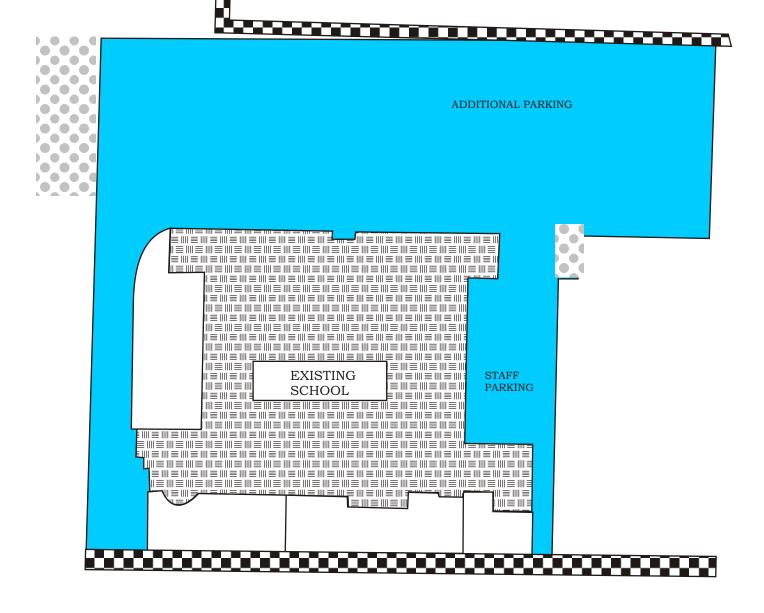
CATCH BASIN

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MARIA STREET

## NORMAN STREET





ST PATRICK SNOW REMOVAL PLAN

