



**ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD**

Lighting the Way ~ Rejoicing in Our Journey

FIRE ALARM, EMERGENCY LIGHTING, SPRINKLER INSPECTIONS

TENDER# 022 FS

Date of Issue: **April 26, 2017**

Issued By: **Tony Prizio Procurement Specialist**

Return Date: **May 18, 2017 4:00:00 PM Local Time**

Return Location: **Catholic Education Centre 420 Creek St. Wallaceburg, ON**

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FIRE ALARM, EMERGENCY LIGHTING, SPRINKLER INSPECTIONS

1.0 INTRODUCTION

The St. Clair Catholic District School Board (hereafter referred to as the SCCDSB) invites interested parties to submit sealed bid 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 8,800 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 Fire Alarm, Emergency Lighting, Sprinkler Inspection Services, subject to the conditions herein.

1.1.2 The SCCDSB may agree to permit other public organizations within Southwestern Ontario to access any contract(s) that may result from this solicitation. The successful proponent(s) shall allow such access with the understanding that the participating organizations be responsible for their own contract management.

2.0 BID DEFINITIONS AND INFORMATION

SECTION 2.1 DEFINITIONS

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

- 2.1.1 The word **“MUST”** – Proponents “must” include the required information in submission. Failure to include the required information will deem submission noncompliant.
- 2.1.2 The word **“SHOULD”** - Proponents “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 Proponents who are compliant and have 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 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 bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the proponent could gain an unfair advantage over competitors. The SCCDSB will reject any bid submission which contains a major irregularity.

- 2.1.8 **MAJOR 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 proponent would not gain an unfair advantage over competitors. The SCCDSB may permit the proponents to correct a minor irregularity.

SECTION 2.2 RETURN LOCATION

- 2.2.1 Sealed bid submissions **must** be returned to:
- SCCDSB – Catholic Education Centre
420 Creek St.
Wallaceburg, ON N8A 4C4
Attention: Tony Prizio Procurement Specialist
- 2.2.2 The bid submission envelope must show the bid document name, number, return date and time.
- 2.2.3 Delivery of the bid is the responsibility of the proponent.
- 2.2.4 Submissions received late will be returned unopened to the proponent, if a return address is included on the submission envelope.
- 2.2.5 Faxed or e-mailed submissions will **not** be accepted.

SECTION 2.3 IMPORTANT DATES

- 2.3.1 Issue Date: April 26, 2017
- 2.3.2 Questions by: May 9, 2017
- 2.3.3 Questions answered: May 11, 2017
- 2.3.4 Return Date and Time: May 18, 2017 4:00:00 pm

SECTION 2.4 QUESTIONS /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 May 9, 2017**. After this date no further inquiries, concerns or questions may be submitted. The SCCDSB reserves the right to distribute in writing to all other Proponents a notice of content of any inquiry and the SCCDSB's response, if any. All questions pertaining to this bid document must be submitted in writing.
- 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 necessitate an addendum to this bid document, the addendum will be sent to all Proponents who have responded to the bid document.

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 June, 2017 terminating on May 31, 2020
- 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 proponent in writing of their intentions no later than March 1 2020.

SECTION 3.2 CONTRACT PRICING

- 3.2.1 Proponents 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.
- 3.2.4 Prices **must** include delivery. F.O.B. Destination.
- 3.2.5 Prices **must** remain in force for the initial term of the contract.
- 3.2.6 Price increases during the contract term are subject to the approval of the SCCDSB and will be limited to proof of manufacturers' industry increases in written form from the successful proponent.

SECTION 3.3 TAXES

- 3.3.1 HST: Where applicable, Harmonized Sales Tax must be shown separately as an extra on all invoices in accordance with Canadian and Provincial Government regulations.
- 3.3.2 Price increases or decreases related to changes in the Canadian and Provincial Government tax Regulations at any point during the contract are subject to review by either the SCCDSB or the successful proponent(s)."

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 Proponents should state any percentage discounts for early payment.
- 3.4.4 All invoices must be emailed to facility.services@st-clair.net.

SECTION 3.5 SELECTION AND VOLUME OF WORK

- 3.4.1 There is no guarantee of any specific volume of work to be given to proponent(s) selected pursuant to the bid document.

4.0 SPECIFICATIONS / REQUIREMENTS

SECTION 4.1 QUALITY

- 4.1.1 Unless otherwise specified supplies and services **must** be new items, in good condition, fit for the purpose for which they are being acquired and free from defects. The decision of the SCCDSB pertaining to items being rejected is final.
- 4.1.2 In addition to price, quality and suitability to school use will be the first consideration. Delivery lead times, service, performance record, manufacturer's warranties and the value of the overall award will also be taken into consideration when awarding this contract.
- 4.1.3 Any material, equipment, service or work ordered, which in the opinion of the SCCDSB, does not completely fulfill the specifications, **must** be removed and/or completed at the expense of the successful proponent(s) and be replaced immediately with the material, equipment, services or work that fulfills the specifications or sample quality.
- 4.1.4 The successful proponent(s) **must** carry out all work to the satisfaction of the SCCDSB. All trade work to be performed by appropriately certified staff.

SECTION 4.2 QUANTITY/TERM

- 4.2.1 The exact quantities of devices is subject to change due to equipment breakdowns, device upgrades or changes and may be increased or decreased as the successful proponent performs the scheduled inspection and testing of fire alarm systems. The contractor shall be responsible for supplying the services and replacement of defective devices that may be requested, or during the term of this tender at the quoted price.

SECTION 4.3 REQUIREMENTS

- 4.3.1 The following definitions are used:
- 4.3.1.1 Complies: The system fully meets the requirement.
- 4.3.1.2 Deviates: The system partially meets the requirements. For each response, describe what specifically is and is not available. Also, indicate how the system would achieve the requested functionality.
- 4.3.1.3 Accessories that are essential to the operation of the equipment should be included in the price quoted. If equipment arrives without essential accessories, those accessories will be purchased and deducted from the invoice payment.
- 4.3.1.4 Not planned. No intent to provide the requirement.
- 4.3.1.5 All maintenance procedures **must** be done in accordance with the most recent additions of the National Fire Protection Association Standard.
- 4.3.1.6 Conduct Inspection and Testing of Fire Alarm Systems as prescribed by CAN/ULC S536-2013 and the Provincial Fire Code.
- 4.3.1.7 Conduct Maintenance and Testing of Smoke Alarms as prescribed by CAN/ULC-S552-2014.
- 4.3.1.8 Conduct Inspection and Testing of Manual Pull Stations as prescribed by CAN/ULC-S528-2014.

- 4.3.1.9 Conduct Inspection and Testing of Smoke Detectors as prescribed by CAN/ULC-S529-2016.
- 4.3.1.10 Verification of Fire Alarm Systems as prescribed by CAN/ULC-S537-2013.
- 4.3.1.11 Conduct the inspection and testing of domestic fire hydrants, standpipe and sprinkler systems as specified and detailed in the Fire Code - Summary of Hydrants, Sprinkler and Standpipe System and CAN/ULC S520-2016.
- 4.3.1.12 The contractor **must** inform Facility Services in writing of all major changes in safety code, regulations or requirements that might affect the performance of the work, terms and conditions or this Tender.

SECTION 4.4 ALARM AND EMERGENCY LIGHTING TESTING AND INSPECTION

4.4.1 Alarm Testing and Inspection

- 4.4.1.1 One manual pull station per floor level shall be activated individually with the main power disconnected. (Location of each pull station activated shall be detailed on inspection forms.)
- 4.4.1.2 Thoroughly clean (vacuum) all smoke and heat detectors.
- 4.4.1.3 All ancillary devices are to be tested at the control panel and visually verified at its location.
- 4.4.1.4 Indicate all devices on floor plans.
- 4.4.1.5 Contractor **must** contact the alarm monitoring station to advise them of the location when testing and inspecting alarm devices to avoid false alarm signals and/or dispatches. The contractor will be responsible for any costs incurred by the SCCDSB for any false alarm charges caused by the contractor.

4.4.2 Emergency Lighting Testing and Inspection

- 4.4.2.1 Float voltage **must** be tested before transfer of power to test unit.
- 4.4.2.2 All units **must** be tested for 30 minute operation as per Fire Code.
- 4.4.2.3 Record manufacturer and model number.
- 4.4.2.4 Record DC voltage and Design Output Wattage of battery.
- 4.4.2.5 Record number of remote heads and total wattage of bulbs.
- 4.4.2.6 Verify that batteries have correct and proper amperage capacity to operate all remote heads for 30 minutes as per Fire Code.
- 4.4.2.7 Record year of manufacture.
- 4.4.2.8 Describe general condition of unit.
- 4.4.2.9 Identify type of battery technology.

SECTION 4.5 INSPECTION OF HYDRANTS**(Fire Code Section 6.6 Water Supplies for Fire Protection)**

- 4.5.1 The Fire Hydrant inspection and /or testing will be coordinated in conjunction with the existing local municipality bylaws and/or code requirements and SCCDSB Facility Services. Environmental conditions may disrupt schedules. The inspection and/or testing **must** be completed by the contractor in July and August for each year of the contract.
- 4.5.2 Record the hydrant operation as described in Section 4.5.1 and issue Certificate of Verification.
- 4.5.3 If the local municipality does not permit testing of fire hydrants then the contractor **must** secure a Certificate of Verification from the Office of the Fire Marshall. (Fire Code Section 6.6.5.1)
- 4.5.4 Any costs incurred by the contractor outside the pricing structure of this Tender should be forwarded to Facility Services on a separate invoice indicating facility name and location.
- 4.5.5 Remove all port caps on hydrants and inspect threads for wear, rust or other obstructions and re-secure caps at end of inspection. (Fire Code Section 6.6.5.1(2))
- 4.5.6 Inspect the hydrant barrel to ensure that no water has accumulated within the barrel when the main valve is in the closed position. (Fire Code Section 6.6.5.3)
- 4.5.7 If the hydrant barrel is found to contain water, the drain valve shall be inspected for operation. (Fire Code Section 6.6.5.4)
- 4.5.8 Fully open the main valve of the hydrant and operate the hydrant with one port open and check the water flow. Flush hydrant and associated lines for a minimum of five minutes. Flushing to be coordinated with requirements of the local water company. Splash pads are to be provided where hydrants are on grass or vegetated areas to minimize water damage. (Fire Code Section 6.6.5.7)

SECTION 4.6 INSPECTION AND TESTING OF SPRINKLER SYSTEMS (Fire Code Section 6.5 Sprinkler)

- 4.6.1 Check all exposed sprinkler piping hangers to ensure that they are in good repair. (Fire Code Section 6.5.3.2)
- 4.6.2 Check all sprinkler heads to ensure that they are free from damage, corrosion, grease, dust, paint, etc. (Fire Code Section 6.5.3.5)
- 4.6.3 Inspect auxiliary drains to prevent freezing. (Fire Code Section 6.5.4.1)
- 4.6.4 Inspect the priming water supply for dry pipe systems to ensure that the proper level above the dry-pipe valve is maintained. (Fire Code Section 6.5.4.1)
- 4.6.5 Remove all plugs and caps on fire department connections and inspect the threads for wear, rust or obstructions. Re-secure plugs and caps - wrench tight. (Fire Code Section 6.5.4.4)
- 4.6.6 Test the water flow alarm on wet sprinkler systems using the most hydraulically remote test connection. (Fire Code Section 6.5.4.3)
- 4.6.7 Trip dry-pipe valves by means of the system test pipe to ensure that they operate satisfactorily and that the sprinkler alarms are in operating condition. (Fire Code Section 6.5.5.4)
- 4.6.8 Test the sprinkler system water pressure with the main dry valve fully open to ensure that there is no obstruction or deterioration of the main water supply. (Fire Code Section 6.5.5.5)

- 4.6.9 Test the electrical supervisory signal for the sprinkler system. (Fire Code Section 6.5.5.7(1))
- 4.6.10 Test all transmitters and water flow activated devices. (Fire Code Section 6.5.5.7(2)) (6.5.5.7.(2))
- 4.6.11 Test all gate valve supervisory switches and other sprinkler system supervisory devices. (Fire Code Section 6.5.5.7(3))
- 4.6.12 Demonstrate how to perform all tests specified in Sections 4.6.9, 4.6.10, and 4.6.11 to the Custodian at each school or his/her designate so that those tests may be completed at 2 month intervals as specified in The Fire Code.

SECTION 4.7 INSPECTION AND TESTING OF STANDPIPE SYSTEM AND FIRE HOSE CABINETS

(Fire Code Section 6.4 Standpipe and Hose Systems)

- 4.7.1 Remove all plugs and caps on fire department connections and inspect the threads for wear, rust or obstructions. Re-secure plugs and caps - wrench tight. (Fire Code Section 6.5.4.4)
- 4.7.2 Inspect hose valves to ensure that they are tight to ensure that there is no water leakage onto the hose. Any worn gaskets in the couplings or nozzles **must** be replaced where required. Fire hoses shall be removed, inspected and re-racked in a manner so that any folds will not occur at the same places. Fire hoses **must** be inspected for tears, splits, cracks and/or mildew. (Fire Code Section 6.4.2.4)
- 4.7.3 Remove and re-rack standpipe hose and replace any worn gaskets in the couplings at the hose valves and at the nozzle. (Fire Code Section 6.4.2.5)
- 4.7.4 Perform flow and pressure test at the highest and most remote hose valve or hose connection to ensure that the water supply for standpipes is provided as originally designed. Indicate on service report the alarm flow and pressure obtained in test. (Fire Code Section 6.4.3.5)
- 4.7.5 Hydrostatically test standpipe system piping which normally remains dry at a pressure of not less than 200 P.S.I.G. for 2 hours or at 50 P.S.I.G. in excess of the normal hydrostatic pressure when the normal hydrostatic pressure is in excess of 150 P.S.I.G. (Fire Code Section 6.4.3.6)
- 4.7.6 Test the water flow alarm on standpipe system using the most hydrostatically remote hose cabinet. (Fire Code Section 6.4.3.5)
- 4.7.7 Open 50% of all fire hose cabinets for each location to allow for flushing of lines. Indicate on location floor plan which cabinets were opened.
- 4.7.8 Each fire hose cabinet shall be subjected to a Preventative Maintenance at one year intervals or when specifically requested by the Coordinator - Facility Services. (Fire Code Section 6.4.2.5)

SECTION 4.8 IMPLEMENTATION

- 4.8.1 The contractor will be responsible for seeing that regular supervision is maintained over all working personnel. It is the successful proponent's responsibility to see that all their activities are properly coordinated with the SCCDSB's Coordinator - Facility Services and modify assignments as required. On-site work by the contractor **must** be scheduled to minimize any disruption to school activities.
- 4.8.2 SCCDSB shall supply to the contractor a listing with correct addresses of all SCCDSB facilities once the tender is awarded. The contractor will work with Facility Services to develop and

- maintain an equipment database of all fire alarm devices located at all SCCDSB locations/facilities.
- 4.8.3 Facility Services shall supply to the contractor a current list of devices complete with a building location description that are to be serviced. This list may not include all devices. Upon the completion of the servicing, the contractor **must** update the floor plan(s) indicating all devices on the floor plans. The original floor plan(s) is returned with a written report to Facility Services. For subsequent service calls, the contractor will retain a photocopy of the location floor plans.
- 4.8.4 The contractor **must** designate a single point of contact for the SCCDSB through which all communications will flow with respect to schedules, floor plans, reporting, updates to the device database, disputes and invoice discrepancies. SCCDSB point of contact will be the Coordinator - Facility Services. This individual will mediate any problems that the contractor encounters with any SCCDSB employee and maintains the integrity of the SCCDSB device database.
- 4.8.5 The contractor shall meet with Facility Services as requested or required to evaluate device inventories, device locations, identify problems or review Tender administrative requirements.
- 4.8.6 SCCDSB will issue two types of work orders:
- 4.8.6.1 Preventative Maintenance Work Orders (PMWO): one PMWO will be issued yearly for the annual testing and inspection of fire alarms per SCCDSB location.
- 4.8.6.2 Work Orders (W.O.): one W.O. will be issued for each incident or repair.
- 4.8.7 Prior to commencing any Preventative Maintenance work, a PMWO will be issued to the contractor indicating the location and scope of work required at that location by Facility Services. PMWOs will be issued once a year per location and the contractor **must** follow the following procedures:
- 4.8.7.1 Contractor receives the PMWO for each facility to be inspected.
- 4.8.7.2 For school locations, the contractor **must** contact Facility Services to agree upon a mutually convenient time for the preventative maintenance and **must** coordinate the preventative maintenance work so as not to disrupt school activities.
- 4.8.7.3 Contractor develops a tentative schedule of work for each facility location that is submitted to Facility Services for approval.
- 4.8.7.4 During the servicing of the site systems, any additional devices not detailed on the SCCDSB Summary of Fire Alarms/Devices Report are to be inspected, tested, identified on a report and floor plans are to be updated. This report will be given to the successful proponent (s). Additional costs will be added to the contract to capture pre-existing devices not captured in the School Fire Alarm Summary Report.
- 4.8.7.5 If during the testing and PM the contractor identifies concerns, deficiencies, problems or repairs outside the scope of work of the PMWO, as defined in this Tender, the contractor **must** notify Facility Services prior to commencing any work. Facility Services will issue a W.O.
- 4.8.7.6 Each location/facility **must** be invoiced individually after the work has been completed. Invoices **must** include: the PMWO Number, the facility/school location name, and address, and the work/services provided at that location. Failure to include the aforementioned will result in delays in payments of invoices

- 4.8.8 Prior to commencing any repairs, a W.O. will be issued to the contractor indicating the location and scope of work required at that location by Facility Services.
- 4.8.9 W.O.s will be issued, once additional billable work has been approved and authorized by Facility Services, describing the location, problem or deficiency in detail and the work required to bring the defective device up to standards or code as specified in Section 4.3 Requirements. The contractor **must** follow the following procedures:
- 4.8.9.1 Contractor receives the W.O.
- 4.8.9.2 For school locations, the contractor **must** contact Facility Services to agree upon a mutually convenient time for the repair work and **must** coordinate the repair work so as not to disrupt school activities.
- 4.8.9.3 Contractor communicates the scheduled date for the repair for the location having the deficiency to Facility Services for approval.
- 4.8.9.4 The contractor repairs the defective/deficient device to bring it up to the required requirements as per Section 4.3.
- 4.8.9.5 Each location/facility **must** be invoiced individually after the work has been completed. Invoices **must** include: the W.O. Number, the facility/school location name, and address, and the work/services provided at that location. Failure to include the aforementioned will result in delays in payments of invoices.
- 4.8.10.6 Invoices are to be submitted to facility.services@st-clair.net for reconciliation.

SECTION 4.9 MANUALS

- 4.9.1 ORIGINAL copies of SERVICE MANUALS, SCHEMATICS, OPERATING MANUALS and PARTS LISTS **must** be furnished for all components required as a result of this Tender. This will be specified on our work order and the work order will not be considered complete and ready for PAYMENT until these are received.
- 4.9.2 Proponent s **must** state if this information can be obtained direct from the manufacturer via the Internet.
- 4.9.3 Proponent **must** state web site addresses for each manufacturer.

SECTION 4.10 WARRANTY AND MAINTENANCE

- 4.10.1 Service is an extremely important consideration in the award of this Tender. Proponents **must** complete length of Warranty for workmanship.
- 4.10.2 Proponents Warranty **must** include parts, labour and on-site repair. Proponents **must** state their standard on-site rate and clearly state any additional costs that will be charged to the SCCDSB in the performance of the service work contracted for in this Tender in the Price Worksheet, Appendix A.
- 4.10.3 Proponents **must** state time to respond to service calls and hourly rates for Price Worksheet (Appendix A) including on-site hourly rates and response time, evening hourly rates and response time, and weekend and holiday hourly rates and response time.

- 4.10.4 Proponents **must** include a statement outlining your company's quality assurance philosophy and program. This statement should detail how your company will respond to service related problems.
- 4.10.5 All equipment **must** be guaranteed for the entire period of the contract you are bidding. The successful proponent(s) **must** be prepared to exchange all equipment that proves defective during this contract without rewriting the agreement. Machines will be replaced if the number of service calls greatly exceeds those recommended in the machines preventive maintenance schedule or when the successful proponent(s) and the SCCDSB recommends replacement due to any other conditions upon mutual agreement.
- 4.10.6 The SCCDSB reserves the right to initiate a survey to measure customer satisfaction.

SECTION 4.11 ENVIRONMENT

- 4.11.1 Proponents(s) **must** include a detailed description of any environmental initiative and how your program would be implemented and benefit SCCDSB.

SECTION 4.12 STATISTICAL DATA

- 4.12.1 The successful Proponents **must** provide Facility Services written record keeping, maintenance reports and administrative support at no additional cost to the SCCDSB. The reports are to be submitted after the completion of work in each location.
- 4.12.2 Deficiencies are to be identified and reported to Facility Services as per Section 4.8.9.5.
- 4.12.3 Contractor **must** submit a detailed work report for each system inspected and tested at each location and all devices, noting the type of system, to be left at each building after completion of the testing and inspection. Handwritten reports **must** be legible.
- 4.12.4 Detailed work reports **must** indicate the school/facility name and address, the number of devices inspected, any discrepancies with the number of devices located and listed on the SCCDSB School Alarm Summary. The contractor **must** update floor plan with devices.
- 4.12.5 Any work that has not been completed by the contractor **must** be identified on the submitted work report with an explanation as to why work was incomplete and the tentative date the work will be completed. The return date **must** be pre-approved by Facility Services prior to the contractor returning to the location.
- 4.12.6 The contractor **must** identify on their work report if any part of the inspection and/or testing of the systems was partially or fully completed as per the Requirements detailed in this Tender. When a partial inspection and/or testing was performed the contractor **must** indicate a date when the next inspection and/or testing will be completed to satisfy all requirements as identified in Section 4.3 Requirements.
- 4.12.7 Contractor **must** provide to Facility Services ALL Certificates of Verification for systems which have passed testing and inspection.

SECTION 4.13 PERIODIC SERVICE CALLS

- 4.13.1 The contractor will be required to make periodic service calls to the various SCCDSB locations to perform repairs on a required basis throughout the contract. When requested, the contractor **must** respond to any such service call within a time as requested by Facility Services.

- 4.13.2 Detailed work reports **must** be completed by the contractor itemizing all work completed during such service calls. One copy of the service report **must** be left with the custodian or their designate and the original submitted with the invoice.
- 4.13.3 If during the periodic service call the contractor identifies additional concerns, deficiencies, problems or repairs, the contractor **must** notify Facility Services prior to commencing any work.

SECTION 4.14 SUPPLY AND INSTALLATION OF NEW EQUIPMENT

- 4.14.1 All new equipment supplied and installed by the contractor **must** comply with the Ontario Fire Code subsections 6.3, 6.4, 6.5 and 6.8.
- 4.14.2 All new equipment purchased by the SCCDSB is subject to prior approval of Facility Services.

SECTION 4.15 CONTRACTOR QUALIFICATIONS

- 4.15.1 Maintenance, servicing, recharging and repairs shall be performed by trained, qualified and licensed personnel as required by NFPA-10, Ontario Fire Code and all other applicable codes and regulations, with at least two (2) years experience in servicing fire extinguishers and range hood fire suppression systems.
- 4.15.2 The contractor **must** be licensed to work in all municipalities that encompass the SCCDSB locations.
- 4.15.3 The contractors shall have available the appropriate servicing manuals, the proper types of tools, recharge materials, lubricants and manufacturers replacement parts or parts specifically listed for use in the equipment being serviced.

5.0 TERMS AND CONDITIONS

SECTION 5.1 GENERAL TERMS AND CONDITIONS

- 5.1.1 Any response submitted to this bid 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 **must** 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 **must** be submitted in the same manner and within the same constraints as a bid submission.
- 5.1.4 The issuance of this call for bids shall not constitute any obligation on the part of the Board to any firm or individual who submits a bid.
- 5.1.5 The proponent(s) must have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable proponent.
- 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 Board reserve 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 Board, the successful proponent(s) is unable or unwilling to enter into a form of contract satisfactory to the Board. The Board shall be entitled to do so without any liability being incurred by the Board to the proponent(s).
- 5.1.8 The lowest or any bid submission may not necessarily be accepted. The Board reserve 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 Board 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 bid submission will be solely the responsibility of the proponent(s).
- 5.1.10 The Board reserve the right to decline or award portions of the products or services required by this bid to one supplier(s) or from multiple supplier(s).
- 5.1.11 All of the terms and conditions of this bid are deemed to be accepted by the proponent(s) and incorporated into the proponent(s)'s bid submission. It is the Boards intention that the Terms and Conditions stated in this bid and the successful proponent(s)'s response to this bid and the issuance of the Board Purchase Order will form the contract between the Board 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 Board and shall be deemed to be incorporated into the proponent(s)'s invoice and/or sales agreement.
- 5.1.12 The successful proponent(s) **must** not at any time subcontract any portion of its contract with the Board nor shall it assign the contract without the written permission of the Board. The successful proponent(s) **must** not, at any time, change subcontractors approved by the Board without written permission of the Board.
- 5.1.13 While the Board 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 proponent(s). The information is not guaranteed or warranted to be accurate by the Board, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve proponent(s) from forming their own opinions and conclusions in respect to the matters addressed in this bid document.
- 5.1.14 The Board may accept or waive a minor irregularity, or where practical to do so the Board may as a condition of bid acceptance request a proponent(s) 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 Board. 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.
- 5.1.15 All the Board policies, procedures and regulations **must** be adhered to by the successful proponent(s).
- 5.1.16 Smoking is prohibited in all the Board buildings and the Board property.
- 5.1.17 Some of the Board sites are equipped with video surveillance cameras.

- 5.1.18 The successful proponent(s) will reimburse the Board for any damages through negligence or willful acts of any of the successful proponent(s)' employees or contracted staff.
- 5.1.19 The successful proponent(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the Board and each school.
- 5.1.20 The successful proponent(s)' employees and contracted staff shall not be considered Board employees and shall not represent themselves as an agent of the Board nor be eligible for any of the benefits provided to Board employees.
- 5.1.21 The Board reserves the right to demand the removal of any successful proponent(s)'s employees or contracted staff engaged in this contract if, in the Board's opinion, their conduct has been of an unacceptable nature.
- 5.1.22 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 Board operations and modify assignments as required.
- 5.1.23 This bid document is being issued pursuant to the Board Purchasing Policies and Procedures.
- 5.1.24 The acceptance of the bid by the successful proponent(s) and the award of the contract contemplated by this bid document may be subject to approval of the Board of Trustees.

SECTION 5.2 CANCELLATION OF CONTRACT / LOSS OF SERVICE

- 5.2.1 The Board reserve the right to terminate the proposed contract with 30 days written notice if, in its opinion, the successful proponent(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful proponent(s) shall remain responsible for its obligations under the contract up to the date of termination. The Board reserve 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 contract.
- 5.2.2 The Board shall have the right to retain and set off from any monies payable to the successful proponent(s) under the contract the total outstanding amount for all damage claims by the Board or any third parties arising out of the contract which have not been resolved by the successful proponent(s) or its insurer.
- 5.2.3 The Board reserve the right to withhold monies owing under the 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 Board.
- 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 Board 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, the Board shall have the right to replace the successful proponent(s) with another service provider suitable to the Board in addition to all of its other rights pursuant to the term of this bid.

SECTION 5.3 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 5.3.1 Proponent(s) agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the Board shall be subject to disclosure pursuant to an application to a Municipal Freedom of Information and Protection of Privacy Act request for disclosure. Notwithstanding that a bid submission or an addendum may contain a trade secret of

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

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 Board. Proponent(s) wishing to do business with the Board 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 with each Board 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 Board will not accept any equipment that has not been inspected and approved. If not so approved, the Board reserve the right to invoice the successful proponent(s) for the cost of certification/replacement.
- 5.5.3 Every person who supplies any machine, device, tool, equipment or service to the Board **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 Board 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 **must** be trained in WHMIS in accordance with Occupational Health and Safety Act Regulations. They **must** adhere to all of the Board Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.
- 5.5.6 The Board reserve the right to request a copy of a contractor's Health & Safety Policy, Procedures and Guidelines.

SECTION 5.6 WORKPLACE SAFETY AND INSURANCE BOARD

- 5.6.1 If applicable to your firm, the successful proponent(s) **must** ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.

- 5.6.2 If applicable to your firm, the successful contractor(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 Board reserve the right to request proof of coverage any time throughout the duration of the contract
- 5.6.3 All workplace injuries or accidents on the Board property must be reported by the successful contractor(s) to the Board representative within 24 hours.

SECTION 5.7 COMMERCIAL LIABILITY INSURANCE

- 5.7.1 The successful contractor(s) **must** 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.
- 5.7.2.1 This liability policy shall contain the following coverage:
 - 5.7.2.2 Personal Injury and Property Damage
 - 5.7.2.3 Non-Owned Automobile Liability
 - 5.7.2.4 Owners and Contractors Protective Coverage
 - 5.7.2.5 Contractual Liability
 - 5.7.2.6 Broad Form Property Damage
 - 5.7.2.7 Products and Completed Operation Insurance
 - 5.7.2.8 Contingent Employees Liability
 - 5.7.2.9 Cross Liability Clause and Severability of Interest Clause
- 5.7.3 The Board reserve 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 Board, the successful proponent(s) shall be required to submit certification in a form satisfactory to the Board of the above-mentioned coverage to protect the Board 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 Board from and against any and all liability for loss, damage and expense, which the Board may suffer or for which the Board may be held liable by reason 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) **must** be covered by Automobile Liability Insurance through the term of the Contract.
- 5.8.2 Proponent(s) **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.
- 5.8.3 The successful proponent(s) agrees to indemnify, hold harmless, and defend, the Board from and against any and all liability for loss, damage and expense, which the Board may suffer or for which the Board may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the part 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 PROFESSIONAL LIABILITY INSURANCE

- 5.9.1 Proponents must show proof with the submission of this bid and annually thereafter for the term of the contract that upon the award of this contract that it will be covered for Professional Liability Coverage with the following limits of coverage:
- 5.9.1.1 \$1,000,000.00 claim limit
 - 5.9.1.2 \$2,000,000.00 project limit
 - 5.9.1.3 \$4,000,000.00 aggregate limit
 - 5.9.1.4 For liability arising at law for damages caused by reason of professional negligence. If the proponent does not presently have the coverage as set out aforesaid, the proponent shall provide written assurance from his insurance agent or insurer on the letterhead of the insurer or agent that the Professional Liability Insurance limits will be increased to the aforesaid limits from the commencement of the contract and annually thereafter for the term of the contract should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain that good standing throughout the term of the contract. The Board reserves the right to request proof of coverage throughout the duration of the contract.
- 5.9.2 The Board reserve the right to request that a proponent provide a complete copy of the proponent's professional liability policy to the evaluation committee for review to allow the committee to satisfy itself that the policy provides coverage satisfactory to the Board.
- 5.9.3 Upon the award to the successful proponent(s) by the Board, the successful proponent(s) shall be required to submit certification in a form satisfactory to the Board of the above mentioned caused by the actions of the successful proponent(s) or its employees, or sub consultant, during the performance of its obligations under the contract.
- 5.9.4 The successful proponent(s) agree to indemnify, hold harmless and defend the Board from and against any and all liability for loss, damage and expense, which the Board may suffer or for which the Board may be held liable arising out of the professionally negligent or willful acts on the part of the successful proponent(s) or any of its representatives, employees or sub consultant in the execution of the work performed.

SECTION 5.10 CONTRACTED SERVICES PROGRAM

- 5.10.1 Contractors performing work on Board property must complete the Contracted Services Program. This program has three basic components that **must** be met before the bid is awarded. Contractors

who cannot meet the minimum requirements of this program will not be awarded this contract. Program information can be found on the Boards web site at www.st-clair.net

SECTION 5.11 SAFE SCHOOLS PROCEDURES

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

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

SECTION 5.12 PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT

5.12.1 The Proponent represents and warrants that if the proponent is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the Proponent will be solely responsible for compliance with such legislation. Without limitation, the Proponent represents and warrants that if the Proponent is subject to the Personal Information Protection and Electronics Act, S.C. 2000, c.5, including any amendments thereto ("PIPEDA"), the Proponents shall ensure PIPEDA compliance of:

- 5.12.1.1 All PIPEDA Protected Information the Proponent collects directly from the individual or indirectly from the Board or others
- 5.12.1.2 All PIPEDA Protected Information the Proponent uses or discloses in the course of responding hereto or in performing its obligation under any subsequent agreement and,
- 5.12.1.3 All PIPEDA Protected Information the Proponent transfers or discloses to the Board

5.12.2 For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.

SECTION 5.13 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

5.13.1 The successful proponent(s) shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or service to persons with disabilities. The proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website:

http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm

The successful proponent(s) accepts sole liability for any financial penalties that are imposed solely as a result of non – compliance.

SECTION 5.14 CANADA'S ANTISPAM LEGISLATION

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

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

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

6.0 PROPONENT PROFILE

SECTION 6.1 REFERENCES

- 6.1.1 Proponents 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 proponent's evidence of its financial standing and stability, including that of each of its officers, directors and principals. All Proponents 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 Proponents should list any and all pending or ongoing legal claims or disputes where the proponent could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.
- 6.2.3 Proponents should state if the staff involved in the execution of this contract are employees or sub-contractors.

7.0 BID SUBMISSION

SECTION 7.1 PROPONENT'S RESPONSE GUIDELINE

- 7.1.1 Each bid submission should be structured using only the criteria identified in this bid document. When submitting bids, Proponents should use the same numbering format, as on this bid document.

- 7.1.2 A signed copy of the Agreement of Terms Signature Page - Section 9.0 **must** be returned for your bid submission to be accepted.
- 7.1.3 All bid documents should be submitted in an envelope marked with the bid name and number.
- 7.1.4 Proponents **must** provide one signed copy of Appendix A - Pricing.
- 7.1.5 Proponents' submissions should include page numbers for ease of reference.
- 7.1.6 The specifications and pricing section of the bid submission should not make reference to supplemental materials.
- 7.1.7 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 CONTRACT

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
- 8.1.3 Compliant Proponents 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 Proponents as to the time and place. The presentation shall be at the expense of the proponent.
- 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 CLARIFICATION MEETING

- 8.2.1 Clarification meeting may be required. Date, time and location to be determined.

SECTION 8.3 AWARD AND NOTIFICATION OF CONTRACT/MANDATORY MEETING

- 8.3.1 The awarding of a contract will only be in the form of a formal purchase order issued by the Board. No contract will be considered to be in place until the successful proponent(s) has received a purchase order for the work or product.
- 8.3.2 The results of this bid will be posted in the same manner as the original posting advertising.

SECTION 8.4 DEBRIEFING

- 8.4.1 Not later than 60 Days following the date of posting of a contract award notification in respect of the bid, a Proponent may contact the Buyer requesting a debriefing from the Board, and the Board shall conduct such debriefing in accordance with the requirements of the Ontario Broader Public Sector Procurement Directive.

- 8.4.2 Any request that is not timely received will not be considered and the Proponent will be notified.
- 8.4.3 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 8.5 BID PROTEST PROCEDURE

- 8.5.1 In the event that a Proponent wishes to review the decision of the Board in respect of any material aspect of the bid 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.
- 8.5.2 Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.
- 8.5.3 A protest in writing shall include the following:
- 8.5.3.1 A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- 8.5.3.2 A specific description of each act alleged to have breached the procurement process;
- 8.5.3.3 A precise statement of the relevant facts;
- 8.5.3.4 An identification of the issues to be resolved;
- 8.5.3.5 The Proponent's arguments and supporting documentation; and
- 8.5.3.6 The Proponent's requested remedy.
- 8.5.3.7 In the event of any dispute or claim arising between the Board and any proponent as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim within fourteen (14) calendar days of dispute or cause of action arising. The parties agree that they will first work together in good faith to resolve the matter internally by escalating it to higher levels of management and then if necessary, use mutually agreeable alternative dispute resolution prior to resorting to litigation. Each party shall continue performing its obligations during the resolution of any dispute.

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 proponent's returned bid form the basis of the contract. All of the terms and conditions of this bid are assumed to be accepted by the proponent and incorporated into the proponent's submission. It is the SCCDSB's intention to use a Purchase Order when establishing a contract with the successful proponent(s).

I/We have received the following addendum #'s: ____ of ____ (Proponent list addendum #'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: _____

APPENDIX A: Pricing

| FACILITY | ADDRESS | CITY | TOTAL SQ. FT. | SPRINKLERED/ FIRE HYDRANT | FIRE HOSE CABINETS | PRICE (EXCLUDES HST) |
|--------------------------------|------------------------|-------------------|---------------|------------------------------|--------------------|----------------------|
| CATHOLIC EDUCATION CENTRE | 420 Creek St | Wallaceburg | 20,364 | | | |
| CHRIST THE KING | 227 Thomas Avenue | Wallaceburg | 18,515 | | | |
| GEORGES P. VANIER | 20 Cecile Avenue | Chatham | 25,209 | | | |
| GOOD SHEPHERD | 4 Edith Street | Thamesville | 23,949 | | | |
| GREGORY A. HOGAN | 1825 Hogan Dr. | Sarnia | 32,151 | 2 Hydrants Sprinklered | | |
| HOLY FAMILY | 649 Murray Street | Wallaceburg | 27,448 | 1 Hydrant | 2 | |
| HOLY ROSARY, WYOMING | 715 London St. | Wyoming | 15,661 | | 1 | |
| HOLY TRINITY | 60 Lorne Cres | Sarnia | 48,513 | Sprinklered | | |
| MONSIGNOR UYEN | 255 Lark Street | Chatham | 29,105 | | | |
| OUR LADY OF FATIMA | 545 Baldoon Rd. | Chatham | 43,002 | 1 Hydrant | | |
| SACRED HEART, PORT LAMBTON | John Street | Port Lambton | 18,540 | | 2 | |
| SACRED HEART, SARNIA | 1411 LeCaron Ave. | Sarnia | 31,380 | | | |
| ST. AGNES | 55 Croydon Street | Chatham | 20,520 | | 2 | |
| ST. ANNE, BLENHEIM | 183 Snow Ave. | Blenheim | 37,266 | 1 Hydrant | | |
| ST. ANNE, SARNIA | 1000 Rapids Parkway | Sarnia | 40,958 | Sprinklered | | |
| ST. PATRICK'S, HIGH SCHOOL | 1001 Rapids Parkway | Sarnia | 195,623 | Sprinklered | | |
| ST. ELIZABETH | 1350 Bertha Street | Wallaceburg | 24,343 | | 3 | |
| ST. JOHN FISHER | 44 Main St. | Forest | 27,439 | | | |
| ST. JOSEPH, CHATHAM | 25-35 Raleigh Street | Chatham | 22,916 | | 4 | |
| ST. JOSEPH, CORUNNA | 535 Birchbank Dr. | Corunna | 42,308 | Sprinklered | 1 | |
| ST. JOSEPH, TILBURY | 43 St. Clair St. | Tilbury | 33,961 | | | |
| ST. MATTHEW | 720 Elm Street | Sarnia | 48,018 | Sprinklered | | |
| ST. MICHAEL, BRIGHTS GROVE | Wildwood St. | Bright's Grove | 34,200 | 1 Hydrant | | |
| ST. MICHAEL, RIDGETOWN | 25 Maple St. S. | Ridgetown | 24,209 | | | |
| ST. PETER CANISIUS, WATFORD | 424 Victoria St. | Watford | 21,657 | | 1 | |
| ST. PHILIP | 4137 Victoria Ave. | Petrolia | 27,295 | | | |

| | | | | | | |
|------------------------------------|-------------------------|---------|-----------|------------------------|----|--|
| ST. URSULA | 426 Lacroix Street | Chatham | 29,654 | 1 Hydrant | 1 | |
| ST. VINCENT | 9399 McNaughton Line E. | Chatham | 21,676 | | 1 | |
| URSULINE COLLEGE, SECONDARY SCHOOL | 85 Grand Avenue West | Chatham | 188,730 | 2 Hydrants Sprinklered | 32 | |
| SITE TOTAL | | | 1,174,610 | | 50 | |

| Rates are Exclusive of HST | Regular Hours Monday - Friday 8:00 a.m. - 5:00 p.m. | Evenings After 5:00 pm | Weekends and Holidays |
|----------------------------|---|------------------------|-----------------------|
| Response Time (Hours) | hours | hours | hours |
| On Site Hourly Rate | \$ | \$ | \$ |

Proponent Signature

Company Name

APPENDIX A: Pricing continued

| | |
|--|-------|
| Unit Pricing Excluding HST: | |
| Smoke Detector MIR1400 | \$ |
| Pull Station 270-SPO | \$ |
| Fixed Temperature Heat Detector | \$ |
| Rate of Rise Heat Detector | \$ |
| Sprinkler Tamper Switches | \$ |
| Sprinkler Flow Valve | \$ |
| Warranty Period for Materials and Labour (years) | years |

Proponent Signature

Company Name

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

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

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

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



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

1. SUPPLIER INFORMATION:

PROJECT NUMBER: _____ BID NUMBER: _____

PROJECT NAME: _____ DATE: _____

SUPPLIER NAME: _____

2. EVALUATION

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

3. RESULTS

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

Note: Comments are mandatory for provisional and unsatisfactory scores.

Comments/Recommendations:

RECOMMENDED FOR FUTURE WORK:

Yes _____ No _____

1st Level Approval - Name (print)

Signature Position

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

Signature Position

Copy: Supervisor__ File__ Purchasing__ Supplier__

RATING DEFINITIONS:

1= Consistently falls below expectations

Performance jeopardized the achievement of the contract requirements

2= Frequently misses expectations

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

3= Mostly meets expectations, but sometimes misses expectations

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

4= Consistently meets expectations

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

5= Exceeds expectations

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

SCORE OUTCOME

Satisfactory - Score 30-50

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

Provisional - Score 25-29

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

Unsatisfactory - Score 0-24

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

Supplier Occurrence Reports

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