



ST. CLAIR CATHOLIC
DISTRICT SCHOOL BOARD

Lighting the Way ~ Rejoicing in Our Journey

REQUEST FOR QUOTATION # 543-2002

Topographic and Legal Surveys

Various Locations

Submission Deadline and Location:

February 6, 2020

2:00:00 PM Local Time

Reception Desk, Catholic Education Centre

420 Creek Street, Wallaceburg, ON N8A 4C4

Issued: January 13, 2020

Part 1: Introduction

1.1. **INTRODUCTION**

The St. Clair Catholic District School Board (hereafter referred to as the “SCCDSB” or the “Board”) invites interested parties to submit sealed submissions in response to this Request for Quotation (“RFQ”) document. The SCCDSB currently operates 25 elementary schools, 2 secondary schools, and an administrative office within the Municipality of Chatham-Kent and County of Lambton.

1.2. **PURPOSE**

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, subject to the conditions herein.

1.3. **INTERPRETATION AND DEFINITIONS**

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

“ADDENDUM” means a written instruction and/or clarification issued to the RFQ Document. The term addenda is to mean the same as Addendum.

“AGREEMENT” or “CONTRACT” means the final document including, but not limited to, the terms and conditions of this document.

“APPLICABLE LAW” and “APPLICABLE LAWS” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.

“BID IRREGULARITY” means a deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the SCCDSB.

“BID SUBMISSION” means all of the documentation and information submitted by a Proponent in response to this request.

“CONFLICT OF INTEREST” means any situation or circumstance where, in relation to performance of obligations under the RFQ, the Proponent’s other commitments, relationships, or financial interests could result in a real, perceived, or potential unfair advantage to the Proponent

“CONTRACTOR” or “VENDOR” or “PROPONENT” means an entity that submits a bid in response to this document, as the context may suggest, refers to a potential Contractor, Vendor, or Proponent.

“INFORMAL” shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.

“MUST” shall mean proponents “must” include the required information in the bid submission. Failure to include the required information may deem the submission informal.

“PROPONENT” means an entity that submits a bid in response to this RFQ document, as the context may suggest, refers to a potential Proponent.

“QUALIFIED” shall mean a proponent who is compliant and has included the required information in their bid submission.

“SHOULD” shall mean proponents “should” include the required information in the bid submission.

“SUBCONTRACTOR” means the subcontractor and/or business who contracts to provide some service or material necessary for the performance of another’s contract.

[End of Part 1]

Part 2: RFQ PROCESS AND INSTRUCTIONS

2.1. **RFQ SCHEDULE**

For the purposes of this RFQ, the Board has established the following timing deadlines for the completion of the RFQ process.

Event	Date & Time
Issue Date:	Monday, January 13, 2020
Questions / Requests for Clarification Due:	Tuesday, January 28, 2020 @ 12:00 PM
Responses to Questions Received:	Thursday, January 30, 2020
Closing Date and Time:	Thursday, February 6, 2020 @ 2:00:00 PM

2.2. **RFQ CONTACT**

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

2.3. **ACCEPTANCE OF TERMS**

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

2.4. **SCOPE OF WORK**

The St. Clair Catholic District School Board is seeking a licenced Ontario Land Surveyor (OLS) to complete Legal and Topographical Survey work. Refer to Appendix C: Scope of Work for detailed description of work to be carried out by the successful proponent(s).

2.5. **AGREEMENT TO ABIDE BY ESTABLISHED PROCESS**

The following rules must be observed to protect the integrity of the competitive procurement process:

- All communications, including requests for information, must be between only the Representative of the Board and each Bidder who have been authorized and designated for that particular purpose.
- Apart from the communications between and among the designated representatives, there must be no communication between any other Board staff and any other representatives of the Bidder, and no giving of information with respect to the competitive procurement process and the final contract.
- Any attempt on the part of the Bidder, or any of its Employees, Agents, Vendors, or Representatives to contact any person(s) other than the designated SCCDSB representative(s) with

respect to the competitive procurement process or any violation of the above requirements will be grounds for disqualification. The Board may, at its discretion, in addition to any other rights or remedies available at law, reject any potential or actual submission submitted by that Bidder.

Bidders accepts and agrees to observe the conditions listed herein, inform their staff thereof, and ensure their compliance by submitting an executed Bid Submission in response to this RFQ.

2.6. **QUOTE SUBMISSION**

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

RFQ: Topographic and Legal Surveys

The sealed Bid Submission must be returned to:

Reception Desk, Catholic Education Centre

Attention: Tony Prizio, Supervisor - Procurement

Bids MUST be received no later than the date and time specified in this tender document. Any bid submissions received after the deadline will be returned unopened to the bidder. It is the Bidder's responsibility to ensure their Bid Submission is received by a Board representative at the location specified on or before the tender close. The Board will not take any responsibility for late submissions due to postal delay through Canada Post, third-party courier services, or for any other reason.

If a Bidder chooses to deliver their Bid Submission via post or courier, the envelope or package must reference the project number and project description on the outside.

Bids shall be filled out in ink or typed, signed in longhand by a duly authorized company official (having authority to bind). One original of the fully completed Bid Form as well as any additional requested documentation must be submitted. Failure to provide all of the requested information may result in disqualification of the bid. Please refer to Appendix A: Bidder's Response Guide.

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

After bid closing all submissions will be reviewed by the Board's evaluation team.

Supplier's Bid Submission, all Bid Documents and Purchase Order will form the agreement.

2.7. **CONTRACT PRICING**

Proponents must complete the Bid Form. Prices must include all travel, reimbursements, delivery prepaid (FOB Destination). The Board May have more than one delivery location. No awards will be made to firms quoting freight extra.

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

2.8. **SHIPMENTS OR DELIVERIES**

All shipments or deliveries, including backorders, must be F.O.B. each individual shipping location, delivered by the requested receipt date noted on each purchase order, and utilizing delivery vehicles with power tailgates. All deliveries must be inside the school/site receiving area. If you contract your deliveries to a common carrier this instruction must still apply. A packing slip must accompany each order and be left at

each location and it must contain the Board's purchase order number and the serial numbers of the equipment shipped. Due to the volume of items received the supplier may not be contacted immediately regarding shortages. There may be periods of time throughout the year that some locations will not be able to accept shipments, including, but not limited to March Break, Summer Break, and Christmas Break.

2.9. QUESTIONS, REQUESTS FOR CLARIFICATION, AND ADDENDA

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

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

Proponents may also, during the RFQ Process, be advised by Addendum of any additions, deletions or alterations to RFQ documents. All such Addenda shall become part of the RFQ Documents. If an addendum is issued, the document(s) will be made available to Proponents through the same platform that the original RFQ documents were issued. Proponents are responsible for verifying before submitting its response that it has received all addenda that may have been issued.

Where a Bid Submission has been received by the Board prior to the publication of an Addendum or notice, the Board shall allow that Proponent to submit a revised Bid Submission prior to the closing date for the RFQ or send written acknowledgement (which may be by email) to the RFQ contact that the original Bid Submission still stands.

2.10. WITHDRAWAL OF SUBMISSION

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

2.11. BID ACCEPTANCE

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

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

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

2.12. CANCELLATION

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

2.13. CLARIFICATION

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

2.14. BOARD'S RIGHT TO WAIVE MINOR IRREGULARITY

The Board reserves the right to accept or waive a minor irregularity, or where practical to do so, the Board may as a condition of bid acceptance request a Proponent to correct a minor irregularity with no change in bid price. Items of non-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 proponents agree to provide all such additional information as, and when requested, at their own expense, provided no proponent in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.

2.15. ERRORS AND OMISSIONS

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

2.16. DOCUMENT AVAILABILITY

RFQ documents are available on the Board's Website www.st-clair.net under Bid Opportunities or on Bidding www.biddingo.com. The Board assumes no responsibility for the proponent's failure to examine all of the RFQ Documents.

2.17. PROPONENT EXPENSES

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

2.18. VOLUNTARY ALTERNATE & SEPARATE PRICES

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

2.19. BID INELIGIBILITY

Bids may, at the discretion of the Owner, be declared informal for any of the following reasons:

- the bid is incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contains arithmetical errors, erasures, alterations, or irregularities of any kind, or

- the Bid Forms and enclosures are improperly prepared, or
- the prices seem to be so unbalanced as to adversely affect the interests of the Owner, or
- the bid is based upon an unreasonable period of time for completion or delivery, or
- the bidder does not provide the required Proof of Insurance within the time specified in these Bid Documents

2.20. AWARD

The Board has the right to reject any or all bids. The lowest Bid will not necessarily be accepted. The invitation to bid does not constitute an offer by the Proponent to enter into a contract. In the event of a tie, a coin flip conducted by the Supervisor – Procurement (or designate) with a minimum of one other Board staff will determine the successful proponent. A Bidder may be required to provide evidence of experience, abilities, financial standing, or other proof necessary to meet the requirements of this RFQ.

Acceptance of the Bid and/or award is subject to the approval of the Board's Board of Trustees.

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

2.21. ENTITLEMENT TO A DEBRIEFING

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

2.22. BID DISPUTE PROCEDURE

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

Any protest in writing shall include the following:

- a) a specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- b) a specific description of each act alleged to have breached the procurement process;
- c) a precise statement of the relevant facts;
- d) an identification of the issues to be resolved;
- e) the Bidder's arguments and supporting documentation;
- f) the Bidder's requested remedy.

2.23. EXAMINATION OF SITE

In submitting a bid, it will be assumed that the bidders have carefully examined the specifications and have included in the bid price the complete cost of the work contemplated by the drawings and specifications and other bid documents. The Bidder is not to claim at any time after the submission of this bid that there was any misunderstanding of the terms and conditions of the contract relating to the site conditions.

2.24. TIMING OF PROJECT/ SERVICES

All field work and surveys must be complete by June 1, 2020.

2.25. INVOICING & PAYMENT

The Board shall pay by electronic funds transfer (EFT), P-Card, or cheque within twenty eight (28) days after the receipt of a proper invoice. Invoices must include all back-up material for time and material charges, disbursements, or other fees. Please make reference to the contract number and site on the invoice.

Invoices should be sent digitally to accounts.payable@st-clair.net. Digital invoices will be processed as an original. Please do not send duplicate copies by mail.

2.26. TAXES

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

2.27. SUBCONTRACTORS

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

2.28. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

This RFQ document is being issued pursuant to the SCCDSB's Purchasing Policies and Procedures.

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

2.29. INSURANCE

The successful Proponent(s) must maintain, at the Proponent's expense for the entire term of the Contract or as otherwise required, all insurance as set out below. Proof of coverage must be received within 5 business days of the bid closing; however, it is recommended that proponents include proof of insurance as part of their bid submission:

- Comprehensive General Liability and Property Damage with a limit of not less than **\$2,000,000.00 (two million dollars)**.
- Motor Vehicle Public Liability and Property Insurance on all owned and rented equipment with a limit of not less than **\$2,000,000.00 (two million dollars)**.

The Proponent agrees to indemnify, hold harmless, and defend the Board, its Consultants, agents or employees 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 proponent or any of its representatives, employees, or subcontractors in the execution of the work preformed or by way of ownership or operation of an automobile.

The successful Proponent shall provide the Board with a complete certified copy of all policies. Copies of renewed policies must be provided to the Board on or before the policy renewal date for projects that extend past the original policy term or for multi-year contracts. The successful Proponent must name the St. Clair Catholic District School Board as additional insured on their insurance policies.

2.30. WORKPLACE SAFETY INSURANCE BOARD (WSIB)

Successful Proponent(s) must ensure that all workers are covered by the Workplace Safety and Insurance Board (WSIB) coverage for the duration of this contract. Proof of coverage must be received within 5 business days of the bid closing; however, it is recommended that proponents include their coverage as part of their bid submission.

Proponents must furnish a Certificate of Clearance from the WSIB as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the WSIB.

Alternatively, if the Proponent is an Independent Operator and is not classified under Class G: Construction, the proponent must provide a letter from the Work Place Safety & Insurance Board confirming independent operator status and identification number under the WSIB Act.

2.31. WARRANTY

The vendor/contractor warrants that all goods/services, materials and equipment supplied under contract are free of all defects in manufacture and workmanship for a period of not less than 1 year from date of delivery, installation or performance (whichever is the later).

The vendor/contractor shall promptly remedy any defect or deficiency in any goods/services, materials and equipment supplied under contract to the satisfaction of the Board within seven (7) calendar days following notice to do so from the Board at no additional cost to the Board, unless otherwise specified.

In the event that the vendor/contractor doesn't not promptly honour the above warranties to the satisfaction of the Board, the Board may, at the sole cost of the vendor/contractor do whatever it deems necessary and advisable to remedy, rectify or replace the defective, deficient or non-compliant goods, services, materials or equipment.

All goods/services and/or equipment furnished or supplied pursuant to the contract shall be installed or attached in such a manner as to preserve all manufacturer's and vendor/contractor's warranties, which shall, together with all parts and components, become the property of the Board after the successful and satisfactory installation or attachment.

2.32. GUARANTEE

The vendor/contractor warrants that all goods/services, materials and equipment supplied under contract are new manufacture. The products must not contain re-manufactured parts and/or accessories and must not have been used under contract with any other customer(s) unless specified by the Board. The submissions will be of the latest design and technology at the time of submission by the vendor.

The vendor/contractor represents and warrants that the goods and/or services supplied pursuant to this bid will be manufactured and/or supplied under such conditions that do not contravene the Ontario Human Right Code or the minimum standards of Ontario workplace legislation and regulations or are otherwise unethical. In the event in the opinion of the Board, the bidder is in breach of the foregoing representation and warranty, the Board may cancel the award or any such subsequent contract entered into between the Board and bidder pursuant thereto.

2.33. CONTRACTED SERVICES PROGRAM

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

2.34. HEALTH and SAFETY

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

Contractor will submit proof of its health and safety program, procedures and training as detailed above upon request by the Board.

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

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

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

2.35. ELECTRICAL AND SAFETY APPROVALS

All electrical/electronic components supplied by the vendor/contractor must be CSA, ULC and/or Ontario Hydro/Ontario Electrical Safety Authority approved. Appropriate labels must be affixed to the equipment prior to delivery. The vendor/ contractor is responsible for ensuring goods or services supplied to the Board must comply with the Occupational Health and Safety Act and Regulations of Industrial Establishments.

2.36. SAFE SCHOOL PROCEDURES

The successful Proponent is required to adhere to all school specific procedures if applicable. It is the responsibility of the Proponent's staff to sign in and sign out of the Log Book, which is located in the main office area, while performing their duties.

The following information must be recorded in a legible manner:

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

2.37. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT

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

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

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

2.38. CANADA'S ANTI-SPAM LEGISLATION

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

2.39. CONFIDENTIAL INFORMATION

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

- Remains the property of the Purchaser and shall be removed from the Purchaser's premises only with the prior written consent of the Purchaser.

- Must be treated as confidential and shall not be disclosed except with the prior written consent of the Purchaser.
- Must not be used for any purpose other than for replying to this RFQ and for the fulfilment of any related subsequent agreement.
- Must be returned to the Purchaser upon request.

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

During any part of this RFQ process, the Purchaser or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

All correspondence, documentation, and information provided in response to or because of this RFQ may be reproduced for the purposes of evaluating the Proponent's Bid Submission.

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

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

2.40. CONFLICT OF INTEREST

Proponents must declare all conflicts of interest or any situation that may reasonably be perceived as a conflict of interest in relation to the Project that exists now or may exist in the future. The Board, at its sole discretion, waives any and all actual, potential, or perceived conflicts of interest, on such terms and conditions and the Board, at its sole discretion, considers to be appropriately managed, mitigated, and minimized. In this regard the Board may require the Proponent to implement measures or take steps to manage or mitigate the impact of any actual, potential, or perceived conflict of interest.

2.41. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

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

2.42. PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT

The Proponent represents and warrants that if the Proponent becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the bidder will be solely responsible with such legislation. Without limitation, the Proponent represents and warrants that if the Proponent is subject to the *Personal Information Protection and Electronic Documents Act* (PIPEDA) the Proponent shall ensure compliance of all PIPEDA Protected Information that the Bidder:

- Collects directly from the individuals or indirectly from the Board or others;

- Uses or discloses in the course of responding hereto or in performing its obligations under and subsequent agreement; or
- Transfers or discloses to the Board.

2.43. TRADE AGREEMENTS

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

2.44. WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM

The Proponent should provide Workplace Hazardous Materials Information System (WHMIS) safety data sheets (SDS) for all Goods or Services. Also, the Proponent should provide the Purchaser's personnel WHMIS training, as it relates to the Services, in accordance with the Ontario Occupational Health & Safety Act.

2.45. VENDOR PERFORMANCE

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

2.46. TERMINATION OF CONTRACT

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

The Board shall be entitled to terminate the Agreement, without liability, cost, or penalty:

- On written notice to the Proponent, if any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against the Proponent or its property;
- On written notice to the Proponent, if the Proponent makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal, or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- On written notice to the Proponent in the event of a breach of the representation regarding conflict of interest
- On written notice to the Proponent in the event of a misrepresentation or material breach;
- Or at any time, without cause, by giving the Proponent at least 60 Days written notice.

[End of Part 2]

APPENDIX A: Bidder's Response Guide

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

1. One complete copy of APPENDIX B: Bid Form **must** be included for your bid submission to be accepted
2. Proof of WSIB Coverage and proof of insurance **must** be supplied before an award is made.
3. Supplemental material will not qualify as substitutes for direct responses to the bid's requirements, except for specifically requested material.
4. The successful vendor must be prequalified under the contracted services program before an award is made if services will be provided.

APPENDIX B: Bid Form

Submitted By (Company): _____

To: St. Clair Catholic District School Board

RFQ # 543-2002

TOPOGRAPHIC AND LEGAL SURVEYS

VARIOUS LOCATIONS

B1. Bid Price

Site ID	School Name	Address	Unit Price	Time to Complete (Days)
617	Holy Rosary Catholic School	715 London Street, Wyoming, ON		
622	Sacred Heart Catholic School	434 John Street, Port Lambton, ON		
623	Sacred Heart Catholic School	1411 Lecaron Ave, Sarnia, ON		
626	St. Anne Catholic School	183 Snow Ave, Blenheim, ON		
Do you plan on using a drone / UAV for use under this contract if awarded? (Y/N)				

All prices are quoted in Canadian funds EXCLUDING HST. HST will be added to the bid price.

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

B2. Harmonized Sales Tax (HST)

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

HST Registration Number: _____

B3. Labour Rates

The following labour rates are to be used for items not covered by the Base Bid(s). Rates cover all benefits, overhead, and profit. Rates exclude HST.

Field Crew _____/hr Engineer _____/hr

CAD Operator _____/hr

B4. Subcontractor

Trade _____	Contractor _____
Trade _____	Contractor _____
Trade _____	Contractor _____

B5. References

References are required by proponents regardless if they are currently doing business with the St. Clair Catholic District School Board. References should be from other boards, counties, municipalities, academic institutions or companies of a similar size to the SCCDSB, if possible, for contracts for which they have supplied similar goods or services within the past 5 years. By completing this Bid Form the proponent authorizes the SCCDSB to obtain business reference information from the following sources:

Organization Name	
Organization Address	
Contact Name/ Title	
Email	
Phone	
Type of Product/ Service	
Value of Contract	

Organization Name	
Organization Address	
Contact Name/ Title	
Email	
Phone	
Type of Product/ Service	
Value of Contract	

B6. Conflict of Interest

I/We confirm that: (please check one)

_____ There is not nor was there any actual or perceived Conflict of Interest or any other type of unfair advantage in our submitting this Bid or performing or observing the contractual obligations of the Contractor in the Agreement.

OR

_____ Complete with this bid submission is a declaration on company letterhead of situations which may be a Conflict of Interest or an instance of unfair advantage or appears as potentially a Conflict of Interest or unfair advantage in our company submitting this Bid or the contractual obligations of the Contractor under the Agreement.

Please note that the Board has the right to waive an actual or perceived conflict of interest as described in section 2.42 CONFLICT OF INTEREST.

B7. Agreement of Terms

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

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

The undersigned acknowledges receipt of Addenda Numbers _____ through _____ inclusive, and that the price, or adjustment thereof, for all work required therein is included in this submission.

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

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

Company: _____

Address: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Phone: _____ Fax: _____

Email: _____

Please refer to Appendix A: Bidder's Response Guide to ensure you include all necessary documentation with your bid submission

APPENDIX C: Scope of Work and Specifications

The Scope of Work establishes the work to perform in the contract and takes priority regarding the division of work between contracts only if there is a conflict within the bid documents. Provide all labour, material, equipment, and services to complete the field survey work, as per the scope of work and in accordance with the bid document, at the following schools:

- Holy Rosary Catholic School, 715 London Street, Wyoming, ON. N0N 1T0
- Sacred Heart Catholic School, 434 John Street, Port Lambton, ON. N0P 2B0
- Sacred Heart Catholic School, 1411 Lecaron Avenue, Sarnia, ON. N7V 3J1
- St Anne Catholic School, 183 Snow Avenue, Blenheim, ON. N0P 1A0

Survey shall indicate location and description of any features, in relation to existing building, as well as all easements, alignment restrictions or other special zoning or city planning information, which might determine the location of the building on the property.

Notifying homeowners of adjacent properties will be the responsibility of the successful proponent. The Board will only notify the school of when the work will begin and inform them of the crew size.

Scope of services for topographical survey shall include the following:

C1. Ground Elevation and Property Lines

- 1.1. Title search to verify extent of ownership and existence of easements and right-of-ways.
- 1.2. Boundaries of property lines and monument with steel bars.
- 1.3. Bearings and distance of property lines and angles at intersections of property lines.
- 1.4. Contour lines showing variations of 300mm in ground elevations.
- 1.5. Ground elevations on a five (5) to fifteen (15) metre grid.
- 1.6. Contour lines where abrupt changes in topography occur.
- 1.7. Ground elevations where abrupt changes in topography occur.
- 1.8. Ground floor elevation of all entrances to the building(s).
- 1.9. Geodetic elevations are not required. Survey plans need to clearly identify where the local benchmark elevation was taken from on the plan.

C2. Surface Items inside Property Lines

Provide all pertinent information including sizes, materials, location, conditions¹, and/or change in direction for the following:

- 2.1. Poles and anchors.
- 2.2. Sidewalks, paved areas, driveways, retaining walls, curbs.
- 2.3. Landscaping such as fences (type and height), trees (calliper and genes), grassed area, gardens, and hedges. The Board does not require trees to be identified (gene) by Landscape Architect or Arborist. The Board expects to see the trees properly located with correct caliper and overall size of each tree category.

¹ The Board does not require the Contractor to evaluate the condition of the components listed in Section 2. The Board does require all survey plans to identify unusual circumstances (i.e. dead tree, etc.)

- 2.4. Streams, wells, if applicable.
- 2.5. Perimeter of buildings fully dimensioned, include overhead canopies.
- 2.6. The Board does not expect school interior space layout to be identified. It is required all survey plans to identify each and every corner of the facility (pinning the corners).

C3. Underground Services, Pipe Lines, and Open Ditches or Drainage Swales

Coordinate with utility companies, and/or hire a private locate company to provide location, sizes, direction, and invert elevations, where applicable, of the following:

- 3.1. Underground electric supply lines.
- 3.2. Other underground services; water, cable, fibre optic, telephone lines.
- 3.3. Sanitary sewers and/or septic systems.
- 3.4. Storm sewers.
- 3.5. Gas lines.
- 3.6. Other pipe lines.
- 3.7. Open ditches and/or drainage swales.

C4. Streets and Sidewalks

- 4.1. Type of material and location of adjacent streets, lanes, sidewalks, and right-of-ways.
- 4.2. Curb lines and locations of curb cut-outs for driveways.
- 4.3. Elevation of crown of street, curb.
- 4.4. Location of obstructions, clear heights, and locations of service or pedestrian doors on service lanes.
- 4.5. Distance from property line to centerline of street.
- 4.6. Location and elevation at invert and top of manholes, catch basins.
- 4.7. Type of material and location of electric, telephone and other utility poles, as well as any fire hydrants.

C5. Adjacent Properties

- 5.1. Property lines and fences immediately adjacent to the site.
- 5.2. Elevations of basement, ground (shades and garages to be included), second floor and roof or parapet of buildings which are immediately adjacent (within 3 metres) to the property line.
- 5.3. Provide sufficient spot elevations to indicate surface drainage.

Successful proponent to provide digital form (compatible to AutoCAD 2010, 2012 or 2014) AutoCAD and PDF files. Also required will be two (2) hard copies, plotted onto an A0 size sheet in an appropriate Metric scale. This work is to begin as soon as possible with a completion date of **June 1, 2020**.

Site Plans and/or historic surveys are available to proponents by request. Those interested in viewing these documents should contact Tony Prizio by email and cc Victoria Iaccino.

NOTE: It is the Bidders responsibility to familiarize themselves with any applicable policies, procedures, by-laws, regulations, guidelines, etc. regarding use of drones/ unmanned aerial vehicles (UAV) for the purpose of fulfilling the obligations of this contract before submitting a bid. Use of drones / UAV's must be in compliance will all Board, local, or government rules. Proper insurance, flight certificates, etc. must be in place and provided to the Board before work commences.

[END OF SCOPE OF WORK]