



Request for Quotations
for
New Washrooms for Portable

Request for Quotations No.: **2023-T-14**

Issued: **May 18th, 2023**

Submission Deadline: **June 15th, 2023 3:00:00 local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

1.1.1 Invitation

This Request for Quotations (the “RFQ”) is an invitation by the Peterborough Victoria Northumberland Clarington Catholic District School Board (the “Board”) to prospective respondents to submit quotations for **2023-T-14 New Washrooms for Portable at St. Stephen CSS**, as further described in Section A of the RFQ Particulars (Appendix B) (the “Deliverables”).

The Board provides education to 15,073 students within an area of 10,000 square kilometres. The area includes Peterborough, City of Kawartha Lakes (Victoria), Northumberland and Clarington. The Board consists of thirty (30) elementary schools and six (6) secondary schools along with the education centre.

Board Mission: To accompany our students as we strive for excellence in Catholic education. We educate students in faith-filled, loving, safe, inclusive schools to develop the God-given abilities of each person.

Please refer to the following link for a map by municipality of all schools: [PVNCCDSB School Locations](#)

The Board is seeking bids for the new washroom installation at St Stephen CSS – Bowmanville, including all associated work as described on the accompanying drawings and specifications. The project is scheduled to begin on July 3rd, 2023 with a target completion date of August 25th, 2023.

Prequalified Contractors

Bids will be accepted only from the following prequalified **General Contractors**, who have been duly notified by the Board of their prequalification status. It is the responsibility of the General Contractors to retain all other competent sub-trades to complete the work specified herein.

General Contractors

Beavermead Construction (1991) Limited
Carbon Contracting Inc.
Dalren Limited
Gay Contracting Limited
Gerr Construction Limited
J.J. McGuire General Contractors Inc.
K. Knudsen Construction Limited
Mortlock Construction Inc.
MVW Construction & Engineering Inc.
Peak Construction Group Ltd
Pre-Eng Contracting Ltd.
Quad Pro Construction Inc.
Renokrew
Snyder Construction
West Metro Contracting Inc.
WS Morgan Construction Limited

1.1.2 Respondent Must Be Single Entity

The respondent must be a single legal entity that, if selected, intends to enter into the contract with the Board. If the quotation is being submitted jointly by two (2) or more separate entities, the quotation must identify only one (1) of those entities as the “respondent”. The respondent will be responsible for the performance of the Deliverables.

1.1.3 Bidding System Registration

All respondents must have a vendor account with the Board’s electronic bidding system at: <https://pvnccdsb.bidsandtenders.ca> and must be registered as a plan taker for this opportunity. This will enable the respondent to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda, and submit their quotation electronically through the bidding system.

1.2 RFQ Contact

To contact the Board in relation to this RFQ, respondents must initiate the communication electronically through the bidding system. The Board will not accept any respondent’s communications by any other means, except as specifically stated in this RFQ.

For the purposes of this procurement process, the “RFQ Contact” will be:

Nicole Teunissen, Supervisor of Purchasing and Administrative Services
nleunissen@pvnccdsb.on.ca

Respondents should only contact the RFQ Contact where specifically instructed to in this RFQ. All other communication in relation to this RFQ, up to and including the submission of the quotation, must be through the bidding system, as described above.

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Board, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”).

1.3.2 Term of Contract

The term of the Agreement will be in effect until the completion of the Deliverables.

1.4 RFQ Timetable

1.4.1 Key Dates

| | |
|------------------------------------|--|
| Issue Date of RFQ | May 18 th , 2023 |
| Site Visit / Pre-Bid Meeting | May 24 th , 2023 4:00:00 PM local time |
| Deadline for Questions | June 8 th , 2023 3:00:00 PM local time |
| Deadline for Issuing Addenda | June 9 th , 2023 |
| Submission Deadline | June 15 th , 2023 3:00:00 PM local time |
| Anticipated Execution of Agreement | June 20 th , 2023 |

The RFQ timetable is tentative only and may be changed by the Board at any time.

1.4.2 Site Visit / Pre-Bid Meeting (if applicable)

A Mandatory Site Visit is scheduled for the date and time set out in the above timetable at the following location:

St Stephen CSS, 300 Scugog Street, Bowmanville L1C 6Y8

Contractors are to meet outside the school's main entrance. Attendance will be taken and Bidders not attending or after the time specified (sign in sheet will be removed 10 minutes after meeting start time) will be disqualified from the Bidding process. Bids received from disqualified Bidder's will be returned upon open.

Appropriate identification documents such as a company identification card may be requested.

1.5 Submission Instructions

1.5.1 Submission of Quotations

Quotations must be submitted electronically through the bidding system at:

<https://pvncdsb.bidsandtenders.ca>

Submissions by other methods will not be accepted.

In the event of any technical issues, respondents should contact the bidding system's technical support.

1.5.2 Quotations to Be Submitted on Time

Quotations must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of quotations shall be determined by the bidding system web clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Respondents are cautioned that the timing of submission is based on when the quotation is received by the bidding system, not when a quotation is submitted by a respondent. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, respondents should plan to submit quotations well in advance of the Submission Deadline

to avoid submitting late due to technical issues. Respondents submitting near the Submission Deadline do so at their own risk.

The bidding system will send a confirmation email to the respondent advising when the quotation was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

1.5.3 Quotations to Be Submitted in Prescribed Format

Quotation materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.5.4 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline. However, the respondent is solely responsible for ensuring that the amended quotation is received by the bidding system by the Submission Deadline.

1.5.5 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. Prior to the Submission Deadline, respondents may withdraw a submitted quotation through the bidding system. To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Board will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix B).

2.3 Stage II – Mandatory Technical Requirements

The Board will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix B) have been met. Questions or queries on the part of the Board as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3. Quotations that fail to meet the mandatory technical requirements will be rejected.

2.4 Stage III – Pricing

Stage III will consist of evaluating the submitted pricing of each qualified quotation in accordance with the price evaluation method set out in Section F of the RFQ Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a respondent's pricing appears to be abnormally low in relation to the Deliverables, the Board may require the respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the respondent is unable to satisfactorily account for the abnormally low pricing, the Board may reject the quotation. The Board may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, compliant respondents will be ranked based on the price evaluation. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. The Board however, reserves the right to award to a respondent other than the top-ranked respondent if it is in the best interest of the Board. In the event of a tie, the selected respondent will be determined by way of coin toss. The Board may choose to award contract in full or in part. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B), and enter into the Agreement within the timeframe

specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

A respondent who submits conditions, options, variations, or contingent statements, either as part of its quotation or after receiving notice of selection, may be disqualified.

3.1.2 Quotations in English

All quotations are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's quotation should be submitted in a fixed format, and the content of websites or other external documents referred to in the respondent's quotation, but not attached, will not be considered to form part of its quotation.

3.1.4 Past Performance

In the evaluation process, the Board may consider the respondent's past performance or conduct on previous contracts with the Board or other institutions.

3.1.5 Information in RFQ Only an Estimate

The Board and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Quotation to be Retained by the Board

The Board will not return the quotation or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Board makes no guarantee of the value or volume of work to be assigned to the selected respondent. The contract with the selected respondent will not be an exclusive contract for the

provision of the described Deliverables. The Board may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

Respondents should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information in writing through the bidding system on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Board is under no obligation to provide additional information, and the Board is not responsible for any information provided by or obtained from any source other than the RFQ Contact or the bidding system. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. The Board is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the Board, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the Board.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Board determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Board may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating quotations, the Board may request further information from the respondent or third parties in order to verify, clarify, or supplement the information provided in the respondent's quotation. The Board may revisit, re-evaluate, and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once an agreement is executed by the Board and a respondent, the other respondents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within sixty (60) days of such notification. The RFQ Contact will contact the respondent's representative

to schedule the debriefing. Debriefings may occur in person at the Board's location or by way of conference call or other remote meeting format as prescribed by the Board.

3.3.3 Procurement Protest Procedure

Any respondent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the respondent wishes to challenge;
- (b) a clear explanation of the respondent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the respondent's contact details, including name, telephone number, and email address.

The Board will send an initial response to acknowledge receipt of the respondent's notice and indicate the date by which the Board will provide the respondent with a formal response.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - (i) having or having access to confidential information of the Board in the preparation of its quotation that is not available to other respondents;
 - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including, but not limited to, the lobbying of decision-makers involved in the RFQ process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships, or financial interests:

- (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
- (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Board may disqualify a respondent for any conduct, situation, or circumstances, determined by the Board, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the Board may be precluded from participating in the RFQ process in instances where the Board has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

The Board may disqualify a respondent, rescind a notice of selection, or terminate a contract subsequently entered into if the Board determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the electronic bidding system.

3.4.5 Respondent Not to Communicate with Media

Respondents must not, at any time directly or indirectly, communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Board; deceitfulness; submitting quotations containing

misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.4.8 Supplier Suspension

The Board may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Board's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the Board, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the Board will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Board in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of the Board

All information provided by or obtained from the Board in any form in connection with this RFQ either before or after the issuance of this RFQ:

- (a) is the sole property of the Board and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Board; and
- (d) must be returned by the respondent to the Board immediately upon the request of the Board.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Board. The confidentiality of such information will be maintained by the Board, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Board to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

- (a) this RFQ will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor the Board will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a quotation submitted in response to this RFQ.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by the Board and may result in an invitation by the Board to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the Board by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services

3.6.3 Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Board to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Board may cancel or amend the RFQ process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

A Form of Agreement will be the CCDC 2-2020 Stipulated Price Contract, including the Supplementary Conditions & Amendments to the CCDC 2-2020 Stipulated Price Contract as provided in Appendix A.

A Purchase Order shall be generated and issued to the Successful Bidder for payment purposes. The Successful Bidder must reference the Purchase Order number on every invoice submitted to the Board. ([PVNCCDSB Purchase Order Terms & Conditions](#))

APPENDIX B – RFQ PARTICULARS

A. THE DELIVERABLES

See Appendix C (Specifications), Appendix D (Drawings) and Appendix E (Mechanical Drawings) for new washroom installation deliverables at St Stephen Catholic Secondary School – Bowmanville.

B. MATERIAL DISCLOSURES

Contract Performance

Bidders are advised that contract performance will be monitored and evaluated, and the bidders may be suspended from future procurement opportunities for reasons of poor performance or unacceptable conduct in accordance with the Board’s Vendor Suspension Protocol.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form

Quotations must be submitted electronically through the bidding system at:

<https://pvnccdsb.bidsandtenders.ca>

Submissions by other methods will not be accepted.

2. Pricing

Each quotation must include pricing information that complies with the instructions set out below in Section F of this Appendix B.

3. Other Mandatory Submission Requirements

In the “Documents” section on the electronic bidding system, please submit a construction schedule for this project that corresponds with the Board’s desired project timeline.

D. MANDATORY TECHNICAL REQUIREMENTS

Bids submitted must comply with the following:

- Bidders must be a prequalified General Contractor as indicted in Part 1- Invitation and Submission Instructions.
- Bidders must have attended the Mandatory Site Meeting as indicted in Part 1 – Invitation and Submission Instructions.

See all specification and drawings included in this RFQ.

E. PRE-CONDITIONS OF AWARD

Workplace Safety and Insurance Board (WSIB) Requirements

It will be the responsibility of the successful respondent(s) to be registered, up to date and eligible for clearance with WSIB at all times over the duration of the contract term(s).

The Board will monitor the successful respondent's Clearance Certificate status using the WSIB Online Services website.

Payments to the successful respondent(s), including final payment, will not be made by the Board if eligibility for Certificate of Clearance issued by the WSIB is not in good standing.

Insurance Letter

In the Bidding System, under the Documents section, respondents are required to upload proof of insurance in the form of a letter with an insurer acceptable to the Board and it must be signed by the insurer or an authorized agent to the insurer indicating current coverage of the policies listed below:

- **General Liability Insurance**

General liability insurance shall be in the name of the Contractor, with the Owner (and the Consultant as applicable) named as Additional insureds, with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof, for itself and each of its employees, Subcontractors and/or agents. To achieve the desired limit, umbrella, or excess liability insurance may be used. Where the Contractor maintains a single, blanket policy, the Addition of the Owner (and the Consultant as applicable) is limited to liability arising out of the Project and all operations necessary or incidental thereto. The policy shall be endorsed to provide the Owner with not less than 30 days' notice, in writing, in advance of any cancellation and of change or amendment restricting coverage.

- **Automobile Liability Insurance**

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Owner with not less than 30 days' notice, in writing, in advance of any cancellation, change or amendment

restricting coverage. Where the policy has been issued pursuant to a government-operated automobile insurance system, the Contractor shall provide the Owner with confirmation of automobile insurance coverage for all automobiles registered in the name of the Contractor.

Bonding

All Bonds shall be issued by reputable Bonding Companies, licensed to carry on business in Ontario. All bonds may be subject to the approval of the Owner. All Agreements to Bonds shall be irrevocable and open for acceptance for 90 days from the date of closing.

The Bonds received from the selected Bidder shall remain in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the Owner.

- **Performance Bond**

The selected Bidder shall supply upon award:

A Performance Bond for the due completion of the Work in accordance with the terms and conditions of the contract, the bond shall be in an amount equal to fifty percent (50%) of the Sub Total Contract Price (excluding all applicable taxes) in the form of CCDC 221 or the most recent Ontario Provincial Standard Form or the Surety Association of Canada's new "process enhanced" performance bond.

- **Labour and Material Bond**

The selected Bidder shall supply upon award:

A Labour and Material Bond for the due completion of the Work in accordance with the terms and conditions of the contract, the bond shall be in an amount equal to fifty percent (50%) of the Sub Total Contract Price (excluding all applicable taxes) in the form of CCDC 221 or the most recent Ontario Provincial Standard Form or the Surety Association of Canada's new "process enhanced" performance bond.

CCDC Agreement

The awarded bidder will be required to enter into a current CCDC agreement with the board specific to this project.

F. PRICE EVALUATION METHOD

Instructions on How to Provide Pricing

- (a) Respondents should submit their pricing information electronically within the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

APPENDIX C – SPECIFICATIONS

See attached.

APPENDIX D – DRAWINGS - ARCHITECTURAL

See attached.

APPENDIX E – DRAWINGS - MECHANICAL

See attached.

2023-T-14 - New Washrooms in Portable

Opening Date: May 18, 2023 3:00 PM

Closing Date: June 15, 2023 3:00 PM

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional. In lawful money of Canada.

- The Summary Table which provides your Sub-Total for each pricing table and also indicates whether or not the table is mandatory or not. Asterisk's within the table denotes a **"MANDATORY"** line item.
- If the line item and/or table is **"NON-MANDATORY"** and you are not bidding on it, leave the and/or line item blank. Do not enter a \$0.00 dollar value unless you are prepared to provide the line item at zero dollars to the Owner.
- If a table is **"NON-MANDATORY"** and you are bidding on it, you must bid on all line items with an asterisk.
- If there are multiple tables, you must click the **"EDIT PRICING"** button inside the Summary Table to display the applicable Pricing Table that you wish to bid on.

Each Bidder shall provide all Contract Prices for the Goods or Services to be supplied. All required information and each and every space on the form, if applicable, must be completed.

1. The Contract Prices shall not include any taxes.
2. All Contract Prices shall be quoted in Canadian Funds.
3. All Contract Prices shall include delivery.

QUANTITIES IN ANY REQUEST ARE ESTIMATES ONLY; THE BOARD DOES NOT GUARANTEE ANY QUANTITIES TO BE ORDERED.

Tender Price

| Description | Unit of Measure | Quantity | Price * | Total |
|--|-----------------|----------|---------|-------|
| New Washrooms in Portable (excluding HST) as per 2023-T-14 Specifications and Drawings | Lump sum | 1 | | |
| Subtotal: | | | | |

Summary Table

| Bid Form | Amount |
|---------------------------|--------|
| Tender Price | |
| Subtotal Contract Amount: | |

Documents

Ensure your bid submission document(s) conforms to the following:

1. Documents should be in PDF format and be compatible with Adobe version 5 or higher. Documents may also be submitted in Microsoft Word or Microsoft Excel format (version 2010 or 2013). Vendors should only submit these file types unless specifically requested to submit other file types that may be required for a specific proposal. If the board requires video or audio files do NOT upload video or audio files here. You may state a web address link in your bid submission or upload a document stating the web link for the PVNCCDSB staff to view and/or listen to.

2. Documents should NOT have a security password, as the PVNCCDSB Board staff may not be able to open the file.
3. The maximum file upload size is 500MB. To reduce the document size, Proponents may zip/compress files for upload. Also, if a vendor requires to upload more than one (1) document, the vendor may combine the documents into one zipped/compressed file, as per the instructions below. Zipped files must be named accordingly for the submission and must not be password protected.
4. When uploading a file please ensure each document is named, in relation to the submission format item responding to, for example, if responding to the Previous Experience category save the document as "Previous Experience".
5. It is the vendor's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the PVNCCDSB staff. The PVNCCDSB may reject any Bid where any document(s) cannot be opened and viewed by board staff.

- Construction Schedule for Project * (mandatory)
- Additional Document (optional)

Addenda, Terms and Conditions

Each Bidder, by submitting a Bid, represents that the Bidder has carefully read, understands and accepts the terms and conditions and specifications of the Bid in full.

INVOICING AND PAYMENT

All invoices and billing statements shall be submitted directly to:

Peterborough Victoria Northumberland and Clarington

Catholic District School BOARD

1355 Lansdowne Street West

Peterborough, Ontario K9J 7M3

Attn: Accounts Payable

By email: accounts@pvnccdsb.on.ca

PROPER INVOICE - Must be emailed to: accounts@pvnccdsb.on.ca

Must contain the following:

- contractor's name and address
- date of the invoice
- period during which services/materials were supplied
- description of services/materials supplied
- amount payable for the described services/materials
- payment terms
- name, title, telephone number, and mailing address of payee

ELECTRONIC FUND TRANSFER (EFT)

The Peterborough Victoria Northumberland Clarington Catholic District School Board (PVNCCDSB) requires all bidders to participate in a direct deposit system (electronic funds transfer) as the only acceptable method of payment to the Board's suppliers. The benefits to our bidders include increased security and improved efficiencies by eliminating delays in handling and processing of cheques. This also means that you will receive payment sooner.

The successful bidder shall be required to provide the Board with the necessary banking information to enable electronic fund transfers for the payments of Goods or Services. Under no circumstances shall the Board be responsible for the payment of the any transaction fees or other related charges that may be imposed or incurred by the supplier.

Necessary information in a void cheque (if at all possible) with an e-mail address for the deposit notification to be sent by the [Supplier Form](#) with the following information:

1. Bank number
2. Bank Transit number

3. Bank account number
4. E-mail address for deposit notification purposes

If Bidder has previously provided this information and there are no changes, please disregard this request for information.

PURCHASE ORDER

Contracts will be conveyed to the Bidder on a Board authorized Purchase Order.

No orders conveyed to the successful Bidder shall be recognized unless printed on the official Purchase Order of the Board and duly signed by a Purchasing Representative. The Board's payment terms are Net 30 days. Alternate payment terms e.g. progress payments, milestone payments and draws, shall not be allowed unless agreed upon and approved by an Authorized Board Representative prior to the start of the project.

Bids Costs Borne by Bidders

All costs and expenses incurred by the bidders related to their Bid will be borne by them. The BOARD is not liable to pay such costs and expenses or to reimburse or compensate bidders under any circumstances, including the rejection of any or all Bids or the cancellation or invalidation of this Bid or the issuance of a new Bid for the same services.

Freedom of Information and Protection of Privacy Act

Information provided by a bidder may be released in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O.1990, cF.31, as amended. A bidder should identify in its Bid or any accompanying documentation for which confidentiality is to be maintained by the BOARD. The confidentiality of such information will be maintained by the BOARD, except where an order by the Information and Privacy Commission or a court requires the BOARD to do otherwise.

Site Inspection

Before submitting tenders, Bidders shall carefully examine the instruction, terms and conditions, any drawings and specifications and visit the site and inform themselves as to environmental conditions, physical and other constraints if applicable when determining their tender price.

Quantity Estimated

Where specified, quantities are an estimate of previous consumption and the Board reserves the right to increase or decrease requirements, without affecting the offered price.

Smoking on Board Property

To protect and enhance our environment and contribute to the health and well-being of all employees and students, the Peterborough Victoria Northumberland Clarington Catholic District School BOARD prohibits Smoking on BOARD property.

Human Rights and Child Labour Laws

Any infringement on human rights, but namely those of children, is of considerable concern to the BOARD. Bidders wishing to do business with the Peterborough Victoria Northumberland and Clarington Catholic District School 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 and regulations related to hiring, wages, hours worked, overtime and working conditions.

All New Information to Bidders by way of Addenda

If the BOARD, for any reason, determines that it is necessary to provide additional information relating to this Bid, such information will be communicated to all Bidders by addenda by way of posting on the website located at <https://pvnccdsb.bidsandtenders.ca>. Bidders therefore are advised to check the website for addenda no more than seven (7) days prior to closing. Each addendum shall form an integral part of this Tender and as such may contain important information including significant changes to this Bid. Bidders are responsible for obtaining all addenda issued by the BOARD and submitting the signed addenda with their submission. Failure to acknowledge all addenda issued will result in disqualification.

Bidders shall acknowledge receipt of any addenda when submitting their Bid through the e-Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Bidder can submit their tender submission online.

In the event an addendum is issued within seven calendar days prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://pvnccdsb.bidsandtenders.ca> prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued.

The Board encourages Bidders **not** to submit their Bid **prior to** seven (7) calendar days before the Bid closing time and date, in the event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Board, the E-Bidding System shall **WITHDRAW** their Bid submission and change their Bid submission to an **INCOMPLETE STATUS (NOT accepted by the Owner)** and the Withdrawn Bid can be viewed by the Bidder in the **"MY BIDS"** section of the Bidding System.

The Bidder is solely responsible to:

- i) make any required adjustments to their Bid; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than **3:00:00 P.M.** local time, on the Bid Closing Date.

NOTE: Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (*a company may have two divisions that could compete for the same Bid Opportunity*).
- You are strongly urged when creating or updating an e-Bidding System Vendor account to add additional company contacts to create their own login to the e-Bidding System. This will permit your invited contacts that have created their own login to manage (*register, submit, edit and withdraw*) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the e-Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company, contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to the Board's website and create a separate vendor account.

Workplace Safety Insurance Board Clearance Certificate (WSIB)

A WSIB Clearance Certificate must be submitted with their e-bid submission. A Certificate of Clearance issued by the WSIB with the WSIB number and proof of satisfactory standing is mandatory.

The bidder must supply the Board with a valid WSIB Clearance Certificates during the term of the Contract. The successful bidder will be required to supply a current and valid certificate every 60 days. Payments to the successful bidder(s) will not be paid by the Board unless a valid **"Certificate of Clearance"** is supplied to the Board as noted. Final payment to the successful bidder will not be made unless this Certificate is received from the successful bidder(s).

Failure to provide this information **with Bid submission** will cause the award to be presented to the next qualified Bidder.

Insurance

The bidder must carry public liability and property damage insurance in an amount of not less than five million (\$5,000,000) dollars per occurrence. The Board must be added as additional insureds to the policy, and the policy must contain a cross liability clause, a waiver of subrogation clause in favour of each Board and a thirty (30) day prior notice clause of any

cancellation or material change in coverage, terms or conditions. The Bidder must submit proof of ability to obtain this insurance with their submission, and an updated copy before any work begins. The Bidder shall provide a certificate of insurance indicating their current level of insurance. If this does not meet the Board's requirements, the bidder is asked to submit a letter of their broker, advising that the Bidder will be able to obtain this level of insurance.

If the Bidder is unable to provide a Certificate of Insurance in the proper amount and in a form acceptable to the Board by the time the shall commence, the Bidder will be disqualified and Board may award to any compliant Bidder.

An update copy of a valid certificate must be provided before any work may commence and thereafter at the beginning of each year of the contract.

The documents must be uploaded online in the Bidding system.

Motor Vehicle Liability Insurance

Bidders must state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the BOARD. In the event of an affirmative answer the successful bidders must be covered by Automobile Liability Insurance through the term of the Contract. If the bidder's employees or subcontractors will operate their own vehicles during the contract, then they must maintain the same Automobile Liability Coverage as the bidder. Each bidder must state if it or its employees or subcontractors have Automobile Liability Insurance coverage.

Bidders should show proof with the submission of this bid, that upon the award of this contract that it will be covered by automobile Liability Insurance with coverage limits of \$2 million commercial and \$1 million on all personally owned vehicles per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the bidder shall provide a written assurance from his insurer or agent on the insurer's or the agent's letter head that liability insurance limits will be increased to \$2 million for Commercial Vehicles and \$1 million personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the bidder. The successful bidder(s) further agree to maintain that good standing throughout the term of the contract.

The BOARD reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage: Third Party Liability coverage in the form of OAP-1.

Upon an award to the successful bidder(s) by the BOARD, the successful bidder(s) shall be required to submit certification in a form satisfactory to the BOARD for the above-mentioned coverage to protect the BOARD against claims for property damage and personal injuries, including accidental death, caused by the successful bidder(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.

The successful bidder(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 party of the successful bidder(s) or any of its representatives or employees by way of the ownership or operation of an automobile.

Mandatory Requirements

Bids must meet all mandatory requirements as contained herein. Bids that do not meet the mandatory requirements will not be considered for further evaluation. Statements that include the words "shall", "must", or "will" are considered to be mandatory.

Statements that include the words "should" or "may", while not mandatory, are considered highly desirable by the Board. Failure to comply with requirements that are highly desirable may reflect negatively on the bidder's ability to perform to the Board's expectations.

Withdrawal of Bids

Bidder(s) may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely

responsible to:

Ensure the re-submitted bid is **RECEIVED** by the e-Bidding System no later than **3:00:00 p.m.** local time, on the Bid Closing Date.

Police Reference Checks

Effective January 1, 2004, School Boards in Ontario are required by Provincial legislation to ensure that all services providers on contract with the Board or School are screened based on a police record check. Service providers are defined as persons who, in the course of their employment, have direct and regular contact with Ontario students. After January 1, 2004, service providers will not be authorized to provide their services to schools unless they have completed a satisfactory police record check screening.

If your company is the successful provider for the services outlined in the proposal, your company may be required to provide the Board a Police Reference Check (CPIC) and Vulnerable Sector Checks for all employees that your company intends to use on Board sites before the contract can begin. The cost of obtaining the required documentation will be paid directly by the supplier.

Controlled Products (WHMIS)

All controlled products must be WHMIS labelled before being brought onto BOARD property. Material Safety Data Sheets for all controlled products must be available on site. The contractors are responsible for training their employees in the safe use and handling of all controlled products and proof of training must be provided as part of the Pre-Qualification or Badge Program.

Location of Apparatus

The location of apparatus, fixtures, outlets, etc., shown or specified on drawings shall be considered as only approximate and subject to final review and approval by the BOARD. The actual location shall be as directed and as required to suit the conditions at the time of installation. Before installation of the apparatus, the contractor shall consult the BOARD's representative and ascertain the actual location required.

Asbestos

Prior to commencement of any work affecting the structure of the building, the contractor shall review the asbestos report for the building (available at the building or through the Boards' Plant or Safety Departments.) The contractor shall evaluate the potential presence of asbestos in the specific work zone. If asbestos is present the Boards' Health & Safety Department shall be notified immediately, and no work is to proceed until any materials containing asbestos have been dealt with in accordance with the BOARD's Asbestos Management Program.

The BOARD's Plant and/or Safety Departments will establish the asbestos removal contractor as the need may arise. All work must be in compliance with the BOARD's Asbestos Management Program and the BOARD's Safety Department must be made aware of any project that may involve asbestos.

Discovery of Unknown Substance

If an unknown substance is discovered during a renovation/repair that may be asbestos, then work shall stop, and the BOARD's Safety Department must be called immediately. The material must not be disturbed until clearly identified as to its content. If asbestos is confirmed, direction must be received from the BOARD prior to work resuming.

Health, Safety Regulations

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 Peterborough Victoria Northumberland and Clarington Catholic District School BOARD shall not accept any equipment that has not been inspected and approved. If not so approved, the BOARD reserves the right to

invoice the successful bidder(s) for the cost of certification/replacement.

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 to proof rests with the supplier.

The Ministry of Education and Training and the Ministry of Health provides regulations specifying which substances/products are not acceptable. If applicable, the successful bidder(s) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.

The Occupational Health and Safety Act describe the responsibilities of an employee. The BOARD requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHIMS in accordance with Occupational Health and Safety Act Regulations. They must adhere to all of the BOARD's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.

The BOARD reserves the right to request a copy of the bidder's Health & Safety Policy, Procedures and Guidelines.

The successful bidder(s) must ensure that all workers are covered by the Workplace Safety and Insurance BOARD for the duration of this contract.

The successful bidder(s) must furnish a Certificate of Clearance from the Workplace Safety and Insurance BOARD as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace safety and Insurance BOARD. This certification is to be furnished prior to the commencement of this contract. The good standing must be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety and Insurance BOARD Certificate is updated every sixty (60) days. The BOARD reserves the right to request proof of coverage any time throughout the duration of the contract.

All workplace injuries or accidents on BOARD property must be reported by the successful bidder(s) to the BOARD representative with 24 hours.

Legislative Requirements

- a) The contractor shall comply with all current legislative requirements, including but not limited to, the Occupational Health and Safety Act, the Environmental Protection Act, the Ontario Building Code, the Ontario Fire Code and the Transportation of Dangerous Goods Act and all applicable regulations, codes and standards. In cases of any conflict between various provisions of the General Conditions, the more onerous health and safety requirement applies. The contractor shall complete a Notice of Project, where required accept the role as "constructor" in law, and supply a copy to the BOARD's representative. The Contractor must ensure a copy, as required has been forwarded to the Ontario Ministry of Labour.
- b) All workers shall be trained, experienced, qualified and appropriately licensed to carry out their work in the province of Ontario.
- c) Where the scope of the work affects the structure of the building, a list of designated substances for each facility must be included in the tender package listed as "Designated materials Survey Findings". If this list is missing, the bidder shall obtain such a list from the school BOARD prior to submitting tender.
- d) Contractors must comply with the most current waste management legislation as required under the *Environmental Protection Act* for all construction and/or demolition work.

Operation of Vehicles

All vehicles, including delivery or service vehicles must not enter or leave school grounds when students are in the area unless directed by or with permission of the school and/or administrative staff.

Drivers of motor vehicles shall not operate their vehicles beyond the designated parking areas unless permission is obtained

from the school principal or an authorized official to locate and operate the vehicle elsewhere. Such vehicles shall be operated with due caution at all times while on school property.

On or near school grounds, the driver or operator must comply with the following:

- (i) Speed limit must not exceed 8 km (5 miles) per hour at any time;
 - (ii) Vehicles or equipment must not be operated in the school yard during recess, lunch hour or other times of outdoor activity unless directed by or with permission of the school and/or administrative staff;
 - (iii) When a co-driver/helper is assigned to the vehicle, he/she must direct the movement of the vehicle or equipment while on foot from a position away from the vehicle and in clear view of the driver or operator;
 - (iv) When a co-driver/helper is not assigned to the vehicle, vehicles with limited rear vision must not be backed up without the aid of a ground guide who must direct the movement of the vehicle or equipment while on foot from a position away from the vehicle or equipment and clear view of the driver or Operator;
 - (v) When a vehicle is parked in a schoolyard, the following conditions must be met:
 - (a) the ignition turned off;
 - (b) the key removed;
 - (c) the transmission placed in part (neutral if not parked);
 - (d) the parking brake engaged; and
 - (e) the doors locked.
1. When returning to a parked vehicle or equipment, the driver/operator must circle the vehicle or equipment and ensure that there are no children playing under or near the vehicle or equipment;
 2. Vehicles or equipment must never be left unattended with the engine running. Engines must not be left idling unnecessarily;
 3. All tools, supplies, equipment, etc., are to be securely store in the vehicle; and
 4. Reversing or backing up must be avoided as much as possible. The vehicle should be positioned so that the driver can drive it away rather than back it up.

Rights to Disqualify

The BOARD reserves the right to disqualify bids not submitted in strict accordance with the requirements of the Bid Documents.

Right Not To Proceed

The BOARD reserves the right not to proceed with the Bid process and to reject all, any of the bids or any portion thereof. If the BOARD accepts any of the Bids (which it is not obligated to do) the lowest or any bid will not necessarily be accepted and the BOARD may, at its sole discretion, consider any other factors it deems appropriate in its sole discretion in awarding the Contract. The BOARD reserves the right at its sole discretion to request from the lowest bidder, the completion of a Supplier Request Form if the bidder has not done business with the BOARD.

Right To Terminate

- The BOARD may terminate this Bid Request for any reason.
- The BOARD reserves the right to cancel a contract if required by Provincial Legislation.

The BOARD may terminate a contract without notice if the Contractor is found to be in breach of any terms and conditions of

the Contract.

Tenders and Pricing Instructions

The BOARD shall not be obliged to accept the lowest or any Bid, and reserves the right to accept, or reject any Bid received, or to re-Bid the project.

All prices shall include any and all applicable taxes with H.S.T. amount clearly indicated as a separate cost.

All prices are in Canadian Funds.

Agreement to Abide by the Established Process

The integrity of the process leading to the acceptance of a Bid and the conclusion of an agreement are vital to the BOARD and require observance of the following ground rules:

Services be, and be seen to be, open and fair and that each of the Bidders be treated equally.

No Bidders can be seen to be deriving, intentionally or otherwise, an advantage or information which is not equally available to all other Bidders. Nor is it acceptable that any advantage or information be sought or obtained from any unauthorized staff and representative of the BOARD, or any benefit be derived from any special or personal relationships or contracts.

Conflict of Interest Agreement

Each Bidder must include in its Bid confirmation that the bidder does not and will not have any conflict of interest (actual or potential) in submitting its Bid, or if selected, with its contractual obligations under the contract. Where applicable, the Bidder must disclose in its tender, information pertaining to any situation which may be a conflict of interest in submitting a Tender or, if selected, with the contractual obligations of the bidder under the contract.

The Bid of any Bidder may be disqualified where that Bidder fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above. Further, The BOARD, in addition to any other remedies it may have in law or inequity, shall have the right to rescind any contract awarded to a bidder if The BOARD, in its sole discretion, determines that the bidder made a misrepresentation regarding any of the above.

Confidentiality Agreement

All information provided by or obtained from the BOARD in any form in connection with this Tender either before or after issuance of this Tender:

- a) is the sole property of the BOARD and must be treated as confidential;
- b) is not be used for any purpose other than replying to this Bid and the performance of an subsequent agreement;
- c) must not be disclosed without prior written authorization from the BOARD;
- d) shall be returned by the bidders to the BOARD immediate upon the request of the BOARD.

BID Award

The BOARD intends to award the Contract to Bidder(s) who's Bid is most acceptable in terms of the Bid requirements. The Contract will be awarded based on the lowest priced Bid received for Bid Call; or highest evaluated Bid received for Bid received for Bid Call. The award of a Contract may be made to as may Bidders as deemed necessary to fulfill the anticipated requirements of the Board. Following the initial screening the evaluating committee may request the shortlisted Bidders to make presentation to the evaluating committee to clarify or verify the Bids and to develop a comprehensive assessment of the Bid. The Board will schedule the time and location of these presentations. Presentations are at the option of the Board and may not be conducted. Bidders are, therefore, encouraged to resent initially a complete a Bid as possible.

Disputes

In the event of any dispute or claim arising between the BOARDS and the contractor as to their respective rights and obligations under the contract, either party may give the other written notice of such dispute or claim. The notifications of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the laws of Ontario. If no agreement is made before arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.

Forfeit of Bid Deposit

If applicable, the selected Bidder should fail to finalize or execute the Contract or fail to provide the required documents to make an award within the time specified at the time of selection, the Bidder shall forfeit the Bid Deposit. The Purchasing Department may grant additional time to fulfill the necessary requirements or may recommend that either:

- a. The Contract be awarded to the second ranked Bidder; or
- b. The Contract be cancelled.
- c. In either case, the Bid Deposit of the originally selected Bidder is forfeited to the Board.

These actions do not limit the Board's right to recover any loss, damages or expense it incurs including, but not limited to, the additional cost associated with selecting another Bid.

FUTURE OPPORTUNITY TO BID

The Board reserves the right to remove from the list of Bidders for an indeterminate period, the name of any selected Bidder for failure to enter into a Contract, or the name of a Bidder for unsatisfactory performance of a service or deliver of a good.

2.32 PERFORMANCE

It is expected that the highest level of quality, skill and professionalism will be exercised in the supply of equipment and the performance of the work. The Board reserves the right to:

- Request periodic progress reports;
- Inspect materials at any time;
- Monitor the progress of the work;
- Take samples;
- Access records during regular business hours with notice;
- Request removal of any individual from the work if the quality of the work is in question.

The Board reserves the right to delay payment of invoices until completely satisfied with the quality of the final work product.

Non-Performance

If the Vendor should neglect to perform the work properly or otherwise fails to comply with any of the requirements of the Contract documents, the Board may notify the Vendor, in writing, that the Vendor is in default of its Contractual obligations and instruct the Vendor to correct the default within five (5) working days, immediately following receipt of such notice. If the Vendor fails to correct the default in the specified time or fails to provide a satisfactory correction plan in circumstances where more than five (5) workings days may be required to correct such default, and fails to proceed diligently in accordance with any such correction plan, the Board, without prejudice to any other right or remedy, may:

- Correct such default and deduct the cost from any payment then or thereafter due to the Vendor.
- Terminate the Vendor's right to continue with the work in whole or in part or terminate the Contract.

If the Vendor does not meet performance expectations at any time during the Contract period, the Board reserve the right to withhold participation of this Vendor in future bid opportunities

The Board reserve the right to contact an alternative Vendor when the original Vendor is unable to perform the desired work within the time required and have such alternate vendor perform the work.

Return of Bid Deposit

If applicable, upon execution of a Contract or the issuing of a Purchase Order (and all other required documents in a format acceptable to the Board), the Bid deposit of the Bid selected to enter into the Contract will be retained as Contract Surety. All remaining Bid Deposits will be returned by courier or pick-up by the Bidder at the Board's Reception desk.

Accessibility for Ontarians with Disabilities (AODA)

The Vendor shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act, 2005*, and the Regulations there under with regard to the provision of its goods or Service to persons with disabilities. The Vender acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*, the Board must, in deciding to purchase goods or Service through its procurement process, consider the accessibility for persons with disabilities to such goods or Service. 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

Use of Premises before Acceptance

The BOARD shall have the right to enter and occupy renovated parts of the building in whole or in part for the purpose of placing fittings and equipment or for other use, before completion of the contract, if in the opinion of the BOARD's representative such entry and occupation does not prevent or interfere with the contractor in the performance of the completion of his contract within the time specified. Such entry and occupation shall not be considered as acceptance of the work or in any way relieves the contractor from his responsibility to complete the contract.

BOARD's Equipment

All equipment, fixtures, doors, hardware and all other items removed in the course of work or renovations, and not required for completion of the contract, shall be handed in to the BOARD, where specified.

Subcontracting and Assignability

The successful bidder shall not assign the Contract or sublet it as a whole or in part without the written consent of the Board, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Board. If written consent of the board is given for a subcontract, the successful bidder agrees to bind every subcontract by the terms of the General Conditions, drawings and specification's, as far as is applicable to his Work.

Permits & Regulations

Bidders shall obtain all permits, licenses, and approvals required for the prosecution of the Work. The costs of obtaining such permits, licenses and approvals shall be the responsibility of, and shall be paid for by, the Bidder.

Where a Bidder is required by an applicable Law to hold or obtain any such license, permit, or approval to carry on an activity contemplated in its Bid or in the Agreement, neither acceptance of the Bid nor execution of the Agreement by the Purchaser shall be considered an approval by the Purchaser for the Bidder to carry on such activity without the requisite license, permit, consent or authorization.

I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the

person named below has the authority to submit this bid on behalf of the Bidder.

Conflict of Interest

I/WE hereby represent and warrant that, to the best of our knowledge and belief, no actual or potential conflict of interest exists with respect to the submission of the Bid or performance of the contemplated contract other than those disclosed hereunder. I/WE confirm that, where the Board discovers I/WE have failed to disclose all actual or potential conflicts of interest, the Board may disqualify the Bid or terminate any contract awarded to the Bidder pursuant to this Bid process.

I/WE understand that, for the purposes hereof, "Conflict of Interest" also includes:

1. (a) in relation to the Bid process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give the Bidder an unfair advantage, including:
 1. (i) Having or having access to information in the preparation of this Bid that is confidential to the Board and not available to other Bidders;
 2. (ii) communicating with any person with a view to influencing preferred treatment in the Bid Process; or,
 3. (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair; or,
2. (b) in relation to the performance of its contractual obligations in a Board contract, the Bidder's other commitments, relationships or financial interests:
 1. (i) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the Board's independent judgement; or,
 2. (ii) could or could be perceived to compromise, impair or be incompatible with the effective performance of the Bidder's contractual obligations.

Do you have an actual or perceived conflict of interest in your preparation and/or submission of this Bid?

Yes **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| There have not been any addenda issued for this bid. | | |