



**CATHOLIC DISTRICT SCHOOL BOARD
OF EASTERN ONTARIO**

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Request for Tender

No. PM-20-030

Demolish Portapak & Preparation of Portable Project

St. John Bosco C.S., Brockville

GENERAL TERMS AND CONDITIONS

Closing Date: Thursday, June 11, 2020	Closing Time: 2:00:00 p.m.
Copy Requirement: One (1) original	

Plant & Maintenance Department

May 2020

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GENERAL TERMS & CONDITIONS

1. ADDENDUM

Discrepancies/Omissions:

Any bidder finding discrepancies or omissions in this document shall at once notify the Board. If necessary, a written addendum will be sent by the Board or by the Board's Duly Authorized Agents to all bidder(s) who have received tender documents. Bidder(s) may, during the bidding period, be advised by addendum of any additions, alterations or deletions to the specifications and other parts of this tender document. All such changes shall be covered by the tender and become a part of the tender document.

The bidder shall indicate on the proposal form the number of addendum/addenda(s) received. Failure to do so shall result in bidder disqualification.

2. ALTERNATES AND/OR SUBSTITUTIONS

Materials and equipment are described or named in this Specification to establish a standard of material and workmanship. The tender amount shall be based on the specified materials and equipment.

- The Board reserves the right to accept or reject proposed alternatives as they see fit. Rejection by the Board is final.

Alternative products may be bid, and the Board encourages bidders to submit prices for products which they consider to be of equal or better quality than those listed in this document. In the event a bidder submits an alternative product and it can be readily determined that the product is acceptable or not acceptable, it will be considered accordingly during the analysis of all the bids received prior to award. If the alternative product cannot be readily accepted or rejected, and the bid price indicates that there could be an economical benefit to the Board, then the product will be put into testing evaluation process to determine acceptability, however, will not be considered for award during this current bid process. If, during the test evaluation process, it is determined that the product is acceptable, then it will be included as an approved product for future bid or tender calls.

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance that it will

serve the purpose for which it is to be used as well as that specified. In submitting a bid on a commodity other than as specified, the bidder must furnish complete data and identification with respect to the alternate commodity the bidder proposes to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Board. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described in the tender.

3. APPROPRIATE COMMUNICATION

Any questions must be addressed to:

Name: Michael Marsolais
Title: Construction Project Lead

Tel: 613-551-0784
Fax: 613-933-5127
Email: michael.marsolais@cdsbeo.on.ca

All instructions, directions and addenda will be issued to bidders from this representative or the Board's Facilities Planning Coordinator. Bidders will not be permitted to make contact with any other representative of the Board without the express written permission of the Board's official representative. Any bidder found to be in violation of these restrictions may be immediately disqualified from the quoting process.

4. ASBESTOS

The contractor shall ensure that employees who, due to the nature of the work performed, may come into contact with asbestos has received training that enables them to recognize asbestos and react in accordance with the Occupational Health and Safety Act (Ontario) and regulations. The successful contractor shall provide the Board with a signed copy of Appendix B – Asbestos Management Program – “Contractor Notification and Acknowledgement Form”.

All installers must have asbestos training before the commencement of work. Any worker found on-site who has not participated in an asbestos training course will be required to stop work.

The contractor shall provide certified proof of such training for each employee before commencement of the project.

The buildings occupied by the Board may contain asbestos in thermal insulating materials and some manufactured products, such as vinyl asbestos floor tile. A survey of each building documenting the location and condition of asbestos-containing materials is available for mandatory review at each site and must be reviewed before commencing any work. Sites may require a sign-off to acknowledge such review.

Any insulating materials on pipes, fittings, boilers, tanks, ductwork, etc. which may contain asbestos shall not be disturbed under any circumstances.

When a project will require asbestos abatement, the Board will provide the bidders with the necessary information in the tender documents.

Abatement projects will be completed in compliance with the Occupational Health & Safety Act (OHSA), O. Reg. 837/90 and O. Reg. 278/05, the Transportation of Dangerous Goods (TDGA) and O. Reg. 347 of the Environmental Protection Act. (EPA). The contractor shall dispose of the asbestos waste according to the Transportation of Dangerous Goods Act (TDGA). The contractor shall provide the Board with the waybill where the material has been disposed.

5. ASSIGNMENT AND SUB-CONTRACTING

The Successful Contractor(s) shall not assign any part of the performance of the Contract or its requirements in whole or in part to any other person without the express prior written permission of the Board.

The Successful Contractor(s) shall not subcontract any portion of the Work or the performance of the Contract to any other person without the prior, express written permission of the Board.

Any purported assignment or subcontracting of any part of this Contract or the performance of any part of the Work under the Contract to any other person without the written permission of the Board shall be void and of no legal effect.

In the event of any permitted subcontracting of any portion of the Work or performance of the Contract to any other person, a list of subcontractors will be provided with the proposal form. The Successful Contractor(s) shall remain fully and completely responsible and liable for performance of the Work and the Contract. When using subcontractors, the contractor shall complete Appendix C in the Proposal Form.

6. AWARD OF CONTRACT

The Board shall strive to award the entire contract to one bidder; however, the option to multiple awards is retained if it is in the best interest of the Board.

7. BID DEPOSIT

A BID DEPOSIT IS REQUIRED WITH THIS TENDER.

Bid Deposit shall be 10% of the tendered amount. Bid Deposit shall be in the form of bid bond, cash, bank draft, money order or certified cheque, payable to the Board.

All bid deposits will be returned to the unsuccessful bidders within ten days after the Tenders have been opened except those which the Board elects to retain until the successful bidder has executed the contract documents.

The bid deposit of the successful bidder will be returned after execution of the contract and provisions for surety have been submitted.

8. BID SUBMISSION

Prices tendered shall be payable in Canadian funds, F.O.B. destination, including all applicable Duty, Excise taxes, freight, insurance and all other charges attributable to the work of the contract, with the exception of the Harmonized Sales Tax (HST) which must be shown as a separate item.

9. BID ACCEPTANCE

The Board reserves the right to accept or reject any tender, whichever, in the Board's opinion is in its own best interest.

Tenders shall remain open and subject to acceptance for a period of forty-five (45) days from closing date.

10. BID REJECTION

Late bids will not be considered or accepted. (The closing time will be exact in accordance as determined by designated clock in the Board Office.)

Bids not appropriately signed will be rejected.

Absence of bid deposits and surety documents, where required, will subject bids to rejection.

Failure to attend "Mandatory Site Meeting" will result in bidder disqualification.

11. BROCHURES/CATALOGUES

Bidders are requested to provide technical data & brochures related to the product bid.

12. CANADIAN STANDARDS ASSOCIATION (C.S.A.)

All electrical/electronic components supplied by the contractor must be CSA / ULC and/or Ontario Hydro approved. Appropriate labels must be affixed to the equipment.

13. CHANGES IN WORK/CHANGE ORDERS

The Board may, without invalidating the Contract, direct the Contractor to make changes in the work. Any changes in the Work will be in the form of a written Change Notice.

When a change causes an increase or decrease in the work, the contract price shall be increased or decreased by the unit price(s) quoted, or in the absence of applicable unit price(s), by the amount as follows:

1. For Change Orders with a value of \$0.00 to \$25,000.00 – the total Subcontractor/Supplier mark-up including overhead and profit shall be 15% and the total Contractor mark-up including overhead and profit shall be 10%.
2. For Change Orders with a value in excess of \$25,000.00 – the total Subcontractor/Supplier mark-up including overhead and profit shall be half the rate stated above.
3. For Change orders of any value, overhead costs shall include all site and head office operations and facilities, all site and head office administration and supervision, all duties and taxes for permits and licences required by the authorities having jurisdiction at the Place of Work. All requirements of Division 1, including but not limited to submittals, warranty, quality control, insurance and bonding calculations, testing and inspections, meals and accommodations, and tools, expendables and clean-up costs.

14. CLEAN UP

The contractor will:

- Keep the job site free from accumulations of waste materials or rubbish caused by employees or work, and at the completion of the day, will remove all rubbish from/and about the site and all tools and surplus materials, and will leave the work “broom clean”, or its equivalent, unless more exactly specified.
- Clean up on a room-by-room basis as work is completed in that location.
- Use tarps and cover sheets in locations with existing furnishings and equipment. Care must be taken not to damage, dirty or mark floors or walls if furnishings and equipment need to be moved.

- Supply garbage dumpsters and/or bins and must not use the Board's dumpster without written approval by the designated representative. In the case of a dispute, the Board reserves the right to remove rubbish and/or repair/clean up where the contractor has failed to do so and charge all costs to the contractor as shall be determined to be fair and just.
- Be responsible for the disposal of material removed from the site in accordance with all legislation and regulations regarding waste handling and disposal. The contractor will not burn on-site and will not allow debris and/or fumes to enter the school's ventilation system or sewers.
- Recycling is an important part of the Board's vision and shall be utilized when feasible.

15. COMMENCEMENT & COMPLETION

The Work shall commence on the date specified within the tender documents unless otherwise approved by the Board and continuously carried on until contract completion date as specified.

The term "Completion" shall be understood to mean that the Work has been completed, including all items of deficiency to the satisfaction of the Board.

16. CONDUCT OF WORK

The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents. The Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work under the Contract.

The Contractor shall review the Contract Documents and shall promptly report to the Board any error, inconsistency or omission they may discover.

The Contractor is required, before Tender Closing, and by personal examination, to thoroughly acquaint themselves with all existing conditions at the site which may in any way affect the proper completion of the Work specified.

The Contractor shall maintain good order and discipline among their employees engaged on the Work and shall not employ on the Work, anyone not skilled in the task assigned.

The Contractor must comply with all safety standards established by law and with safety standards established by industry associations where applicable.

The Contractor shall ensure that no employee of the Catholic District School Board of Eastern Ontario is requested to assist in the physical work, unless approved by the Boards appointed Supervisor.

The Contractor shall conduct the Work with all skill and diligence and shall cooperate with the Board and/or the Board's Duly Authorized Agent in every legitimate way to conduct their respective business in an effective, successful and harmonious manner, so as to complete the work specified.

The Contractor shall provide site and material security at their expense.

The Contractor shall be fully responsible for protecting the work from inclement weather and the barricading of the site.

17. CONFIDENTIALITY

Freedom of Information:

Any submission made becomes the property of the Board and as such is subject to the Terms and Conditions of the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990. Your company name and total price of Tender, whether successful or unsuccessful, "may be released to the general public."

Disclosure Certification:

The bidder hereby certifies that the bidder has disclosed all relevant facts to the Board and has acted in good faith in connection with the submission of the Proposal. The bidder further covenants and agrees to provide such additional information and consents to the release of information regarding the bidder as may be reasonably requested by the Board for the purposes of evaluating such Proposals, including, without limitation, the bidder's consent to the release of information pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, as same may be amended from time to time.

18. CONFLICT OF INTEREST (EDUCATION ACT)

No teacher, supervisory officer or any other employee of a Board or the Ministry shall, for compensation of any kind, promote, offer for sale or sell directly or indirectly, any labour and/or article to the Board (Section 217 of Education Act).

19. CONTRACT

- Each bid will be received with the understanding that the acceptance in writing by the Board of the offer to furnish all or any part of the commodities described

therein shall constitute a contract between the bidder and the Board, which shall bind the bidder on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted bid and specifications and GENERAL TERMS AND CONDITIONS, and the Board on its part to take delivery of and pay for the commodities at the contract prices.

- No alterations or variations of the terms of the contract shall be valid or binding upon the Board unless authorized in writing.
- It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the Board.
- The placing in the mail to the address given in his bid or delivery of a notice of award to a bidder will constitute notice of acceptance of tender. When so requested by the Board, the CCDC2 2008 stipulated lump sum contract with supplementary conditions shall be used for this project. The Board shall execute the formal CCDC2 2008 contract for the complete performance specified therein.
- The Contract or Purchase Order may be cancelled by the Board upon non-performance of contract terms or failure of the Contractor to furnish satisfactory performance security within the (10) days from date of request.
- Failure of the Contractor to deliver within the time specified or within reasonable time as interpreted by the Board, or failure to make replacements of rejected commodities when so requested, will constitute authority for the Board to purchase in the open market to replace the commodities rejected or not delivered. On all such purchases, the Contractor agrees to promptly reimburse the Board for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities.

However, should public necessity demand it, the Board reserves the right to use or consume commodities which are substandard in quality, subject to an adjustment in price to be determined by the Board.

- When commodities are rejected, same must be removed by the Contractor from the premises of the Board within forty-eight (48) hours after notification unless public health and safety require immediate destruction or other disposal of such rejected delivery, in which case the Board may take such action as it deems necessary.

Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the Board shall have the right to dispose of them as its own property.

- The Board reserves the right to remove from the list of bidders, for an indeterminate period, the name of any bidder for failure to accept a contract, or the name of any Contractor that cancels projects on an accepted contract without a 60 day notice, or the name of any Contactor for unsatisfactory performance of contract.

20. CONTRACT CANCELLATION

The Board reserves the right to cancel all or any part of orders not delivered. The Board's Supervisor or Duly Authorized Agent will contact the contractor prior to the cancellation of orders.

If at any time the service is poor and/or the quality of a product falls below the specifications or sample supplied, the Board reserves the right to cancel all orders in their entirety and return the inferior product(s) at the expense of the supplier.

The Board reserves the right to terminate any contract on thirty (30) days written notice.

The Board may at anytime terminate any contract made with the Successful Contractor(s) in whole or in part:

1. Upon written notice immediately if:

- The successful bidder(s) breached any provision of the Contract;
- The successful bidder(s) delivers inferior quality goods or services;
- The successful bidder(s) fails to make timely delivery of the goods or services; or,
- The successful bidder(s) has failed to remedy any defect or deficiency in the Work or in the services to be supplied to the full satisfaction of the Board within seven (7) calendar days after being given written notice to do so by the Board.

In the event of a Notice of Termination being delivered to the Successful Contractor(s), then the Board shall only be liable for such fees, costs and expenses (if applicable) as are due as of the effective date of termination for performance of the Work or delivery of the goods which are acceptable to the Board.

21. CRIMINAL BACKGROUND CHECK

The Contractor acknowledges Regulation 521/01 (Collection of Personal Information) to the Education Act (Ontario) with respect to criminal background checks and offence declarations. The successful Contractor covenants and

agrees to assist the Board in complying with same by providing the Board or such other entity as the Board may designate with a criminal background check covering offences under the Criminal Code, the Narcotics Control Act and any other offences which would be revealed by a search of the automated Criminal Records Retrieval System maintained by the RCMP ("Criminal Background Check"), together with an Offence Declaration in a Board approved form for every individual or employee of the successful Contractor, who may come into direct contact with pupils on a regular basis at a school site of the Board, prior to the occurrence of such possible direct contact and on or before September 1st each year thereafter with respect to Offence Declarations. For the purposes of this Request for Proposal, the Board shall determine in its sole and unfettered discretion whether an individual or employee of the successful Contractor may come into direct contact with pupils on a regular basis.

22. DEFAULT BY COMPANY

If the Contractor commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property, or if the Contractor makes a general assignment for the benefit of its creditors, then in any such case, the Board may, without notice, terminate the Contract.

If the Contractor fails to comply with any request, instruction or order of the Board, or fails to pay its accounts, or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities relating to the work, or fails to perform the work with skill and diligence, or assigns or sublets the contract or any portion thereof without the Board's prior written consent, or refuses to correct defective work, or is otherwise in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Board may, upon expiration of ten (10) days from the date of written notice to the Contractor, terminate the contract.

Any termination of the contract by the Board shall be without prejudice to any other rights or remedies the Board may have and without incurring any liability whatsoever.

If the Board terminates the contract, it is entitled to:

- Take possession of all work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the work by whatever means the Board may deem appropriate under the circumstances;
- Withhold any further payments to the Contractor until completion of the work and the expiry of all obligations under the Correction of Defects section;
- Recover from the Contractor loss, damage and expense incurred by the Board by reason of the Contractor's default (which maybe deducted from any monies

due or becoming due to the Contractor, any balance to be paid by the Contractor to the Board).

23. DEFECT CORRECTION

If at any time prior to one year after the actual delivery date or completion of the work, (or specified warranty/guarantee period if longer than one year) any part of the work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, the Contractor, upon request, shall make good every such defect, deficiency or failure without cost to the Board. The Contractor shall pay all transportation costs for work both ways between the Contractor's factory or repair depot and the point of use.

24. DEFINITIONS

Board – the Board, it's duly authorized agents, limited by the particular duties respectively entrusted to them.

Contractor – The person, firm or corporation with whom the Board has entered into contract with for the work specified herein.

Contract – The purchase order and/or executed agreement authorizing the Contractor to do the work, the tender documents, the surety documents, change notices, appendices, shop drawings, specifications and addenda (if issued).

Subcontractor – A person, firm or corporation having a contract with the Contractor for any part of the work.

Tender – The documents issued by the Board requesting the invitation of bids for the total performance of the work herein specified.

Shop Drawings – The drawings, blueprints, diagrams, samples, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate technical details of a portion of the Work.

Work - All labour, materials, equipment, fixtures, services, supplies machinery, plant, and all acts required to be done, furnished or performed by the Contractor.

Facilities Services – Official plant and construction agency of the Board and its designates. Where the word "Engineer" occurs, it shall be construed to mean "The Board's duly authorized agents".

Bidder – The person, firm or corporation submitting a bid to the Agency.

Bid – An offer by a Bidder in response to the document issued by the Board.

25. DELIVERY

- In the event it is necessary to back order certain materials, these must be forwarded F.O.B. destination and with all freight costs being the responsibility of the contractor.
- The Contractor shall, in every case, deliver a packing slip with all goods or materials. This packing slip shall show distinctly the Purchase Order Number, upon which the goods or materials are being delivered and also shall specify in detail all the goods or material therewith offered for acceptance, showing the number of pieces, weight, length or volume, as the case may be of each class of goods or materials. All goods and services delivered shall be subject to the Board's inspection and approval following delivery and may be rejected and returned in whole or in part, at the Successful Contractor's sole cost and expense, if non-conforming to order, quantity or quality as specified.
- Unless otherwise specified, all goods and/or equipment delivered shall be delivered fully assembled, in complete and good working order and shall include all accessories specified.
- Unless otherwise specified, all goods, materials and services delivered shall be new and free and clear of all liens, claims or encumbrances of any kind.
- Deliveries must be made to all schools/administration offices, directly, all charges included. The Board reserves the right to order "AS NEEDED", using the Board's official Purchase Order Form, which will be telephoned, faxed or mailed to the Contractor.
- Prices must include all delivery charges to school/administrative sites. The Board's standard shipping terms are 'F.O.B. School/Administrative Office'. All shipping charges are to be prepaid and are the responsibility of the Contractor.
- Any material received in a damaged/defective condition must be removed and replaced immediately at the expense of the Contractor. The Board will not bear any of this cost.
- Time shall be of the essence with regard to this contract.

26. DISPUTES

Mediation/Arbitration:

Any dispute between the parties arising out of or relevant to the bid which cannot be resolved by the parties shall be referred to mediation for mandatory Alternative Dispute Resolution, and a Mediator shall be selected from the list of approved Mediators of the Ontario Court (General Division), and such mediation is to take place within thirty (30) days of such referral. Any dispute between parties which cannot be resolved by such mediation shall be settled and determined by an Court of competent jurisdiction provided however that the Board reserves the right to submit such dispute for settlement and determination by arbitration pursuant to the Arbitration Act of Ontario (the "Act") as same may be amended from time to time, in which case the following provisions shall apply. Either party may at any time give written notice to the other of its desire to submit such dispute to arbitration stating with reasonable particularity the subject matter of such dispute. In the case of the Contractor giving notice to the Board, if the Board does not consent to submitting such matter to arbitration, the Contractor may refer such matter to a court of competent jurisdiction.

If the Board generates the notice, or if the notice is generated by the Contractor, and consented to by the Board, then the following provisions shall apply. Within five (5) business days after receipt of such notice, the parties shall appoint a single arbitrator with appropriate experience to determine such dispute. If the parties fail to appoint an arbitrator, either part may apply to a Judge of the Ontario Court (General Division) to appoint an arbitrator to determine such dispute. The cost of arbitration shall be paid by the party as determined by the arbitrator, which jurisdiction shall include the determination of the costs to be paid by the unsuccessful party. The award of the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction and enforced in the normal course.

27. DISQUALIFICATION OF PROPOSAL

The Board, without liability, cost or penalty, in its sole discretion, shall disqualify any Proposal at any stage of the tendering process if:

- the Proposal contains incorrect information;
- the Firm misrepresents any information provided in its Proposal;
- there is evidence that the Firm, its employees, or agents colluded with one or more other Firms or any of its or their respective employees or agents in the preparation of the Proposal;
- the Firm's lack of co-operation impedes the tendering process or the evaluation of the Proposal;

- the Firm has previously breached a contract with CDSBEO;
- the Firm submits a Proposal that is determined to be non-compliant with the requirements in this tender;
- in the case of a Proposal jointly submitted by multiple parties, in the event that one party decides to opt out of the tendering process, cannot continue to be a Firm, or cannot fulfill the obligations set out in this tender;
- the Firm reveals a conflict of interest in its Proposal; or
- the Firm submits a Proposal with respect to the subject matter of this RFQ to anyone before the specified closing date.

28. DOCUMENTS CONFLICTS

In the event of conflict(s) between Contract Documents the following shall apply:

- The executed agreement i.e. (purchase order) between the Board and Contractor shall govern over all documents;
- The General Terms and Conditions shall govern over the specifications
- The specifications shall govern over drawings; and
- Figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing.

Amendments to the purchase contract, in the form of Change Orders, shall take precedence over the documents or portions thereof. Change orders, appendices and addenda to any contract document shall be considered part of such document.

None of the conditions contained in the bidder's standard or general (printed) conditions of sale shall be on any effect unless explicitly agreed to by the Board and set forth in the purchase order or specifically referred to therein.

29. DRAWINGS

The Board and/or its Duly Authorized Agent shall furnish additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work, not inconsistent with the Contract.

The contractor shall submit a schedule fixing the dates for the submission of shop drawings for the beginning of manufacture and installation of materials and for the completion of the various parts of the Work. He shall advise the Board where circumstances necessitate a change to this schedule.

30. ELECTRICAL SAFETY

All electrical equipment provided must conform to the standard of the E.S.A. (Electrical Safety Authority) as same may be amended from time to time, and

electrical equipment must be Canadian Standard Association (CSA) or E.S.A. approved and is in accordance with all other related local, provincial and federal ordinances. (U.L)

Appropriate symbol or seal shall be affixed to all electrical equipment supplied or used in the performance of the contract. If such marking is missing, the equipment will be returned at the successful contractor's expense and the Board will not accept nor pay for such until this condition is met.

31. ELECTRONIC COMMERCE ACT

Electronic forms of correspondence for business requirements will be considered a legal medium as prescribed in the Ontario "Electronic Commerce Act, 2000, S.O. 2000.

32. EMERGENCIES

In an emergency affecting or threatening the safety of life, the work or adjoining property, the Board has authority to stop the progress of the work.

33. WORKPLACE SAFETY AND INSURANCE BOARD (W.S.I.B.)

The contractor must be in good standing with the W.S.I.B. and must provide the Board with a clearance certificate to this effect upon request.

34. ENVIRONMENTAL

In an effort to reduce environmental waste, the Board promotes and supports products and services that are environmentally friendly and contain the maximum level of post consumer waste and/or recyclable content, without significantly affecting the intended use of the product or service. Purchases may be made where all criteria are equal and available at competitive prices. For packaged items, where possible, packaging shall be manufactured from recycled materials.

35. EXCLUSIVITY

The Board does not relinquish total exclusivity of these technical requirements to this award; however, the majority and substantial portion will be given to the successful bidder(s) subsequent to the contract execution(s). The Board reserves the right to acquire other equipment on a unique or as required basis.

36. FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement where such delay or failure is due to fire,

flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, or to any other cause beyond its control, except labour disruptions.

In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the Force Majeure event last for longer than 30 days, the Board may terminate this agreement by notice to the successful Contractor(s) without further liability, expense or cost of any kind.

37. GUARANTEE

The Contractor guarantees that with ordinary use the said work shall, for the period of twelve (12) months, unless otherwise specified from date of final acceptance by the Board (Plant Department), remain in such condition as will meet with the approval of the Board and/or its Duly Authorized Agent and that the Contractor will, upon request, repair any imperfection due to materials used in the construction or workmanship.

The decision of the Board as to the nature, extent and cause of such imperfections and the necessity for correcting the same shall be final.

38. HEALTH & SAFETY, LAWS, NOTICES, PERMITS AND FEES

The Contractor shall obtain the permits, licenses and certificates and pay the fees required for the performance of the Work which are in force subsequent to the date of bid closing.

All contract work carried out within the Catholic District School Board of Eastern Ontario must be in compliance with the *Occupational Health and Safety Act and Regulations* as well as Board policies, procedures and requirements. The Board requires that contractors carry out work procedures that ensure the safety of our staff and students and maintain appropriate behavior in support of our Catholic education system. In order that they meet these requirements, the Contractor must comply and provide the Board with a signed copy of Appendix A "Occupational Health & Safety Contractor Procedure".

The Contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction, which are or become force during the performance of the Work and which relate to the Work, to the preservation of the public health, and to construction safety, in accordance with the Occupational Health & Safety Act.

The Contractor must comply with all safety standards established by law and with safety standards established by industry associations where applicable. Breach of this condition will be a fundamental breach of contract.

The contractor will not for any reason request that any Board Employee assist with any work that could place the Board's Employee in harms way or place them at risk.

The Contractor shall be responsible for ensuring the same compliances by its suppliers and subcontractors.

The Contractor shall be acquainted with and comply without extra compensation with all local, regional, board, municipal, provincial, Ontario federal and other by-laws and regulations pertaining to the work performed and shall protect the Board against any and all claims due to lack of compliance with such ordinances.

39. HOT WORK

A hot work permit is required for any temporary operation involving open flame or producing sparks. This includes but is not limited to: brazing, cutting, grinding, soldering, pipe thawing, torch applied roofing and welding.

The Contractor shall obtain and abide by the Board's Administrative Procedure for Hot Work. Before commencement of any Hot Work, the Contractor shall obtain a Hot Work Permits from the Board's Designate.

40. INSPECTION REPORTS

In some instances, inspection reports will be required from contractors for regulatory purposes. In other instances, the Board may require customized reporting in a format to be determined by the designated representative, and at the expense of the contractor.

41. INSURANCE

The Contractor shall provide and maintain, at their expense, a policy of general liability insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire contract period.

General Liability insurance shall be in the joint names of the Contractor and the Board with limits of not less than five million (\$5,000,000.00) dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

The contractor shall provide the Board with proof of insurance prior to commencement of the Work.

Fire Insurance

The Contractor and Sub-contractors shall be responsible for Fire Insurance on their own plant and equipment.

42. ISSUANCE OF PURCHASE ORDER

Purchase Orders will be issued by the Board for all materials/services required. No payment will be made unless the Contractor can produce a valid Purchase Order. All invoices submitted for payment must contain the Purchase Order Number issued by the Board.

43. JOINT SERVICES

The Board may cooperatively solicit bids for goods/services in an effort to improve quality, economies and efficiencies for both public entities.

44. LIABILITY

The Contractor agrees to indemnify and save harmless the Board from all actions, suits, claims and demands, and costs and damages arising by reason of injury or death to any person or any property resulting from the services or Work performed herein.

The Contractor must carry public liability and property damage insurance in an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence. The Board must be added as additional insured to such policy and such policy must contain a cross liability clause, a waiver of subrogation clause in favour of the Board and thirty (30) day prior notice clause of any cancellation or material change in coverage, terms or conditions. The Contractor must submit proof of this insurance (i.e. a copy of a certificate of insurance with the above requirements) before any work begins.

The Contractor agrees to indemnify and save harm to the Board, its servants and agents from and against all claims and demands of any amount (including the costs) to which the Board may be or be alleged to be liable to any third party arising out of the performance by the Contractor of its obligation under the contract.

45. LIENS

The contractor shall be responsible for any legal or other costs related to construction liens. The contractor fully indemnifies the Board for any expenses, including legal costs, incurred by the Board due to any lien actions.

46. MANDATORY SITE MEETING (applicable)

Bidders are required to attend the scheduled "Mandatory Site Meeting" as herein stipulated. Bidders must sign the "Site Meeting Log" to provide evidence to the Board for attendance. Failure to comply will result in bidder disqualification. A mandatory site meeting will be held on Tuesday, June 2, 2020 at 12:00pm (noon) at St. John Bosco Catholic School located at 12 Durham Street, Brockville, Ontario, K6V 7A4.

47. MATERIALS

Unless otherwise specified in these tender documents, materials and supplies must be new items (not refurbished, not previously used, not re-manufactured), in good operating condition, fit for the purpose for which they are being acquired, and free from defects in workmanship and material. Any item which fails in any way to meet the specifications of the tender is subject to rejection or may be paid for on a negotiated adjusted price basis between the Board and the successful Contractor(s). The decision of the Board pertaining to items being rejected shall be final.

Inferior items shall be at once removed by the Contractor at their expense. Should the bidder refuse to remove any items so rejected, then the Board may take action to remove such items at the Contractor's expense.

48. MUNICIPAL FREEDOM OF INFORMATION PROTECTION OF PRIVACY ACT (MFIPPA)

The bid and supporting documentation shall become the property of the Board after the award and shall not be returned. Information in a bid is subject to potential scrutiny by other parties after the award, subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, F-31. Bidders must identify any information in the bid which is considered confidential. Requests for information must be made in writing to the Board and will be subject to conditions of the Act.

49. NON-SMOKING

All Board facilities are "No Smoking" and all Contractors and their employees must abide by this policy.

50. OMISSIONS

In the event of any omission, in either of, the Contract Documents, Invitation to Tender or Offers:

- a) words shall govern over figures;

- b) unit prices shall govern over total prices; and
- c) the Board reserves the right to contact any Bidder after closing to clarify the Bidder's pricing without becoming obligated to contact any other or all Bidders for clarification.

51. OPERATION OF TOOLS, EQUIPMENT & VEHICLES ON BOARD PROPERTY

The contractor will perform service or cleaning after hours if there are restrictions to access during regular school hours.

The contractor will not operate power tools, maintenance equipment, snow blowers, lawn mowers, tractors, vehicles or heavy equipment on Board property during occupied hours without first reporting to the Principal or the Principal's designate at the school site. The tools and equipment mentioned above should not be left unsecured or unsupervised on-Board property.

Drivers of motor vehicles shall not operate these vehicles beyond the parking area without permission. These vehicles will be operated with due caution at all times while on school property. Speed limits must not exceed 8 kilometers (5 miles) per hour at any time.

Delivery and service vehicles must not enter or leave school grounds when students are in the area unless directed by, or with the permission of the Principal or delegate. Drivers will wait for the yard to clear before entering or leaving i.e. recess, etc.

No power actuated fastening device (i.e. ramset) will be permitted unless prior written approval is received from the designated representative.

Delivery vehicles must shut down their engines when stopped in school yards or when stopped on any street adjacent to any Board buildings. When returning to an unattended vehicle and before it is driven, the driver must circle the vehicle to ensure that no child is hiding behind or under the vehicle. Any accidents, no matter how minor, must be reported immediately to the school Principal.

No vehicle should be backed up unless there is a person on foot available to guide the driver (except in designated parking areas).

52. PACKAGING

All goods and materials delivered pursuant to the Contract shall:

- Be labelled and have their contents clearly identified on the outside of each carton, parcel or package;

- Have a packing slip with the Purchase Order Number, Contract or Release Number on the outside of one of the cartons, parcels or packages or preferably attached to the bill of lading or proof of delivery slip for each delivery at each separate location.

53. PATENTS AND COPYRIGHTS

The Contractor shall, at its expense, defend all claims, actions or proceedings against the Board based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright, or other proprietary right, and shall pay to the Board all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the Board by the reason thereof.

The Contractor shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is action or proceeding held to constitute infringement, the Contractor shall forthwith either secure for the Board the right to continue using the work or shall at the Contractor's expense, replace the infringing work with non-infringing work or modify it so that the work no longer infringes.

54. PRICING

Prices entered on the attached Proposal Form shall be net prices, in Canadian Dollars, delivered prepaid, F.O.B. destination in the Board and shall include Duty, Custom Clearances, Exchange and all other charges. Harmonized Sales Tax (HST) is to be shown separately where indicated on the Proposal Form.

In the event of any discrepancy between the unit price and the extended total price, the unit price shall govern. Where applicable your bid must be extended and totalled.

Prices are to remain firm for the duration as stipulated in the contract.

55. PRODUCT DATA

Submit product data sheets, which show dimensions, appearance, and specifications for equipment and accessories included in your Proposal in this section. Include cables, faceplates, outlets, cabinets and patch panels.

56. PROJECT COMPLETION PUBLICATION

The Board reserves the right to request the Contractor to publish the date of substantial completion of the project. The date will be agreed to by the

Contractor, the Board, and the Duly Authorized Agent, if one is used to certify payments and progress drawings and/or does site inspections as requested. Publication of the project must be in accordance with the Construction Lien Act. Where there is no certification or declaration of substantial performance of a contract, or where the required publication has not occurred, lien rights expire at the conclusion of the forty-five (45) day period following the date the contract is completed, as signified by the payment of the final progress claim.

57. PROTECTION OF WORK & PROPERTY

Completion of the work shall in no way interfere with the use of adjacent buildings or surrounding areas. The contractor shall adequately protect adjacent property from damage or injury. If damage or injury does occur, the contractor will return the damaged or injured property to its original or an equivalent state, at the expense of the contractor. The contractor shall provide, erect and maintain all necessary guardrails, barriers, night-lights, sidewalk and curb protection, etc. as may be necessary or as the bylaws, regulations or statutes may require. Should the job be stopped for any cause, the contractor will be responsible for and will provide all necessary protection to prevent damage by weather or other causes until the project can be safely completed. Nothing contained in this paragraph limits or releases the contractor from any liability.

The contractor will accept full responsibility for the prevention of pilferage and theft, will instruct all trades accordingly, and will be responsible for any losses due to theft.

The contractor will be responsible for repairing all damages its employees, representatives or its sub-contractors may cause to the property during the execution of the work.

58. QUALITY

Where trade names are used, this is an indication of the standard of quality required and is not to be construed as a Closed Tender. Offers may be made of a substitute for any article specified, but such substitutes must be noted on the Tender. Where substitutes are noted it will not be necessary to submit samples, unless requested, but descriptive material should be enclosed. It will be the prerogative of the Board to decide whether a substitute is equivalent.

59. QUANTITIES

The quantities shown are estimates only based on previous annual requirements. Subsequently the Board does not guarantee to purchase the exact quantities indicated.

60. REMOVAL & CLEAN UP

The Contractor shall maintain the place of work in a tidy condition and free from accumulations of waste products and debris.

At the completion of the Work, the Contractor shall remove their surplus materials, tools, construction machinery and equipment and also remove waste products and debris caused by the contractor, their subcontractors or employees.

61. SAMPLES

Upon request, samples must be submitted strictly in accordance with instructions. If samples are requested subsequent to opening of bids, they shall be delivered within three (3) working days following such request, unless additional time is granted. Samples must be submitted free of charge and only returned at the Bidder's expense upon request, provided they have not been destroyed by tests, or are not required for comparison purposes.

The acceptance of the samples by the Board shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Contractor from its obligations under the contract. Current Material Safety Data Sheets must be accompanied with Samples submitted, where applicable.

62. SITE/SITE INSPECTION/ EXAMINATION

Bidders shall carefully examine the site of the work, and shall investigate the nature of the work to be undertaken, the means of access thereto, the obstacles to be met with, the rights and interests which may be interfered with during the performance of the Work, are referred to in the Contract Documents, or which are necessary for the full and proper completion of the Work and the conditions under which it will be performed, and shall acquaint themselves with all by-Laws, act, ordinances, rules, regulations and codes which may affect the Work of the Contract.

The Board will not consider any claim for extra work, expense and errors incurred by the Contractor resulting from failure to comply with these conditions before tendering.

The dimensions and information shown on the Tender Drawings are furnished in good faith by the Board but shall in no way relieve Bidders of the responsibility for ascertaining to their own satisfaction, the nature of all conditions at the site.

63. SITE PROCEDURES

To ensure the safety of the students and staff and to prevent unnecessary work stoppages, the contractor, the Supervisor and the designated representative will follow this communication procedure:

- The contractor will provide his/her own telephone.
- The contractor must sign the In/Out logbook at each site. The contractor and staff shall report to the school administrative office or reception area immediately upon arrival and before departing from the school. The contractor shall indicate in the logbook:
 - i. date
 - ii. name of company
 - iii. MSO number
 - iv. number of employees
 - v. time of arrival
 - vi. time of departure
- In all visits to the Board facilities, the contractor, before any work begins, shall contact the school Principal (or designate) to inform her/him of the purpose of the visit. After determining the repairs needed, the contractor will again inform the school Principal (or designate) of the following:
 - i. the location to be repaired;
 - ii. the estimated time required to complete the repair;
 - iii. the type of work to be completed and the location of equipment;
 - iv. if needed, the prearranged movement of people before the commencement of the work.
- If the contractor has any questions about the scope of the work, the contractor should contact the Board. If there is substantial difference from the quantity and description of work given by the Board, major repairs, or repairs which will exceed the pre-approved purchase order dollar limit, the contractor must obtain authorization before proceeding.
- The contractor will supply the personnel, parts and equipment required to carry out the services as outlined in the specification. In accordance with proper maintenance service practices, the contractor should have sufficient parts and equipment in the service vehicle to perform the majority of the work without the need to leave the work site. The Board will not be responsible for the time spent purchasing parts and equipment or for return trips to the shop for additional parts and equipment.

- When on the job site, the contractor must:
 - i. have proper identification (name badge, uniform with logo, etc.)
 - ii. be dressed appropriately. The following are not appropriate:
 - clothing that fails to contain the anatomy when the person is carrying out normal duties;
 - clothing with printed slogans, advertising or designs that are obscene or could have a double meaning.
 - iii. use appropriate language.
 - iv. work with dignity, courtesy and respect for self and others.
 - v. not make noise or move in corridors during morning announcements and the National Anthem.
 - vi. observe procedures during fire alarms and fire drills.
 - vii. park in spots designated by the Principal.
- The contractor must observe all Board policies and procedures.
- The contractor will be aware of and comply with all applicable local, Municipal, Regional, Provincial and Federation Legislation and Regulations relating to fire safety and shall educate and train his/her staff.
- The contractor shall comply with the following Provincial Acts:
 - i. The Occupational Health & Safety Act;
 - ii. Workplace Safety & Insurance Act;
 - iii. Workplace Hazardous Materials Information System;
 - iv. The Environmental Protection Act.

Copies of the above Provincial Acts are available through:
 Publications Ontario
 50 Grosvenor Street
 Toronto, ON M7A 1N8, (416) 326-5300

- The contractor will comply with all applicable legislation relating to employment standards, minimum wages, vacation pay, termination of employment, etc.
- Failure to comply with any of the principles of the above will result in appropriate action being taken.
- The contractor will ensure that the education program is not interrupted and that the health and safety of the students and staff is not compromised.
- The contractor, where applicable, will erect and maintain shoring, bracing, fencing and barricades in accordance with the requirements of the latest edition

of the Construction Safety Act and amendment thereto and Regulations there under and as directed by the Board to protect the public, workers, students and employees of the Board from injury. Such protection is the full responsibility of the contractor and he/she shall be liable for all damages.

- The contractor shall confine the necessary apparatus, the storage of materials and the operations of workers to limits indicated by laws, ordinances, permits or directions of the Board, and shall not encumber unreasonably the job site with materials.
- No person who is impaired by alcohol or drugs shall enter and/or remain on Board property.
- The contractor and his/her employees shall have all necessary qualifications, licenses and approvals as required by law. The designated representative reserves the right to request copies of these documents at any time.

64. STORAGE OF MATERIALS & EQUIPMENT

Materials shall be stored, covered and protected from fire, weather and other damaging conditions at all times. The Plant & Maintenance Supervisor's authority may provide temporary storage space for materials if available. The contractor shall be responsible for all materials and equipment being used on site, and for safeguard of such in case of damage to Board property.

65. SUBMISSION PROCEDURES

- Bids must be completed in ink, typed or handwritten on the forms provided.
- Bids not completed as requested may be rejected by the Board acting in its absolute discretion.
- Bids must be signed, in the spaces provided, in ink, in longhand, by the person who is authorized by the bidder, and the Board may accept the signature as being that of a person who is authorized to submit a tender.
- Any unsigned bids will be declared invalid.
- Respondents shall submit their bid submissions in an email, which clearly identifies in the title and/or body of the email:
 - (1) the RFT, Offer number and project name;
 - (2) the Closing date and time; and
 - (3) the Respondent's name and return address.

New Contractors to the Catholic District School Board of Eastern Ontario must submit a minimum of 3 references.

- Tenders may be emailed to dan.tackaberry@cdsbeo.on.ca by the submission Date and time mentioned above. The original copy of the submission must be mailed to the attention of Dan Tackaberry at the Plant Operations Office, 4 Ross Street – Unit H, Smiths Falls, Ontario, K7A 4L5 and may be received after the date mentioned above.
- The Board will not accept any bids received after the closing time and date.
- A bid submitted is irrevocable by the bidder and must remain in effect and open for acceptance for a minimum period of 30 days following the closing date unless otherwise specified.
- The Board will not be responsible for, nor reimburse bidders for, any expenses incurred by any bidder in the preparation and submission of its bid.
- The bidder declares that the tender is not made in connection with any other bidders submitting a tender.
- Have all erasures, overwriting or strikeouts initialled by the authorized person(s) signing the bid and be legible signed by an authorized officer of the company. The bidder authorizes the Board to secure credit or reference information if necessary. The Board reserves the right to reject all bids if fewer than three eligible bids are received.
- The Board reserves the right to waive any informalities, discrepancies, errors, omissions, or any other defects or deficiencies in any Bid Form or Bid submission. For greater certainty, the Board may, in its sole discretion, reject or retain for its consideration Bids which are non-conforming because they do not contain the content or form required by the General Terms and Conditions and other tender documents or for failure to comply with the process for submission set out in these General Terms and Conditions and other tender documents. The discretion would not extend to bids that are late, illegible and did not include the required bond(s).
- Faxed bids are not acceptable unless otherwise noted. Alterations of the original document will not be permitted under any circumstances.
- The lowest or any bid will not necessarily be accepted. The Board reserves the right to accept or reject the whole or any part of the bid, and not to award due to unforeseen circumstances.

66. SUPERVISION

The contractor shall ensure that adequate and competent supervision is provided at all times by a competent Supervisor as defined under the Occupational Health and Safety Act (Ontario). The Supervisor shall represent and be an agent for the contractor for all purposes, and directions given to/by the Supervisor shall bind the contractor.

The contractor shall conduct the work with all skill and diligence and shall cooperate with the Board and/or its Duly Authorized Agent in every legitimate way to conduct their respective business in an effective, successful and harmonious manner, so as to complete the work specified.

**67. SURETY/BONDS
(PERFORMANCE, LABOUR & MATERIAL PAYMENT)**

Surety

AN AGREEMENT TO BOND OR AN IRREVOCABLE LETTER OF CREDIT IS REQUIRED WITH THIS TENDER.

The contractor shall be required to provide a 50% performance bond covering faithful performance of the contract and a 50% labour and materials payment bond guaranteeing that all board claimants will be paid for labour and material furnished to the contractor or Sub-contractor for use on the job.

The performance Bond and labour and material payment Bond shall be provided before signing of the contract with the successful bidder. Cost of the bond shall be included in the contract price

Where the Contractor has provided an Irrevocable Letter of Credit as surety, the aforesaid will be returned after completion of the Work and final payment has been accepted by the Contractor.

Such bonds shall be issued by an approved Surety Company in accordance with the list herein and be in accordance with the latest edition of CCDC approved bond forms.

Each Tender shall be accompanied by a Bid Deposit in the amount as stated in the information to Bidders, made payable to the Board as evidence of good faith that, if awarded the Contract, the Bidder will execute and enter into a formal agreement within the time required, and will furnish surety required to secure the performance of the terms and conditions of the Contract.

The Bid Deposit shall be forfeited if the Contractor awarded the Contract fails to accept the Contract or withdraws his tender after notification of acceptance of his Tender.

Tenders not accompanied by the required Bid deposits and Agreements to Bond shall be rejected.

The Company shall, if the Board in its absolute discretion so desires, be required to satisfy surety requirements by providing a deposit in the form of a certified cheque, bank draft or money order or other form of surety, in an amount determined by the Board. This surety may be held by the Board until 60 days after the day on which all work covered by the contract has been completed and accepted. The surety may be returned before the 60 days have elapsed providing satisfactory evidence is provided that all liabilities incurred by the Contractor in carrying out the work have expired or have been satisfied and that a Certificate of Clearance from the Workers' Compensation Board has been received.

The Company shall, if the Board in its absolute discretion so desires, be required to satisfy fidelity bonding requirements by providing such bonding in an amount and form determined by the Board.

Failure to furnish required surety within two weeks from date of request thereof by the Board shall make the award of the Contract by the Board subject to withdrawal.

68. SUSPENSION OF WORK

The Board may, without invalidating the contract, suspend performance by the company from time to time of any part or all of the work for such reasonable period of time as the Board may determine.

The resumption and completion of work after the suspension shall be governed by the schedule established by the Board.

69. TAXATION & DUTY

Except as otherwise provided the prices quoted shall be in Canadian funds and shall include all duty, customs clearances and all other charges now or hereafter imposed or in force. The Harmonized Sales Tax (HST) shall be EXTRA to the price(s) quoted on this Tender. All prices must be quoted F.O.B. THE DELIVERY POINT(S) as set out in the Purchase Order(s). Bidders must indicate on the price schedule of the tender document their H.S.T. Registration Number.

70. TERM OF CONTRACT

The contract shall commence on a written commitment by the Board and shall be completed as prescribed in the Tender documentation.

The Board reserves the right to extend the contract subject to negotiations acceptable to the Board.

71. TERMINATION OF CONTRACT

In the event that the Contractor should be declared bankrupt or makes a general assignment for the benefit of creditors because of insolvency, or if a receiver is appointed due to the contractor's insolvency, the Board's Designate may without prejudice to any other right or remedy, proceed and/or terminate the Contract in writing to the Contractor, receiver or trustee in bankruptcy.

If the Contractor fails to comply with the requirements of the Contract, or fails to comply with governing statutes, regulations, by-laws or directives or relevant authorities relating to the Work, or fails to perform the Work with skill and diligence, or assign the contract or any portion thereof without the Board's consent, or refuses to correct deficiencies, or is otherwise in default in carrying out its part of the terms, conditions and obligations of the contract; then, in any such case, the Board's Designate may terminate the Contract by written notice.

If the Board terminates the Contract for any of these reasons, it is entitled to:

- Take possession of the Work in progress and materials on site and utilize the construction equipment then on site and complete the Work by whatever method the Board may consider expedient but without undue delay or expense.
- Withhold any further payments to the Contractor until the Work is complete.
- Recover from the Contractor all losses, damages and expense incurred by the Board due to the Contractor's default (this may be deducted from any monies due or becoming due to the contractor).

The Contractor's obligations under the Contract as to quality, correction and general guarantee of the Work performance up to the time of termination shall continue to be in force after such termination.

72. TERMS OF PAYMENT

Certificate and Payment

The requirements of the Construction Lien Act, 1990 latest revision shall govern this contract. The Board shall retain a holdback equal to 10% on all payments

certified by the Board. The Board shall release the holdback to the Contractor forty-five (45) days after final payment provided there are no liens registered. HST (Harmonized Sales Tax) must be shown separately on each progress draw.

The Board will pay the Contractor the amount set out in the Bid document in accordance with the Terms of Payment offered. Payment will be made in one of two methods, less any amounts, which are to be withheld for deficiencies or for liens.

- If work is to be completed within thirty (30) calendar days, one payment will be made upon satisfactory completion.
- If the work is of a long-term nature over thirty (30) calendar days, progress or partial payments will be allowed at various stages of the project as agreed by the Board's representative and the Contractor.

All work or goods delivered shall be done to the full satisfaction of the Board before any payment shall become due to the bidder, unless otherwise specified.

Unless otherwise specified, the Board will make payment of accounts within thirty (30) days of either the date on which the materials and/or services have been accepted to the satisfaction of the Board, or the date on which the invoice is received, whichever is later.

Cash discounts may be offered by the bidder for prompt payment of invoices, but such cash discount will not be taken into consideration in determining which is the low bidder unless such discount is based on payment of invoice not less than twenty (20) days after satisfactory delivery and/or the date on which the invoice is received, whichever is later.

Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustments required, will be withheld.

All charges against the Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the Contractor shall pay the Board, on demand, the amount of such charges.

73. WARRANTY

The Successful Contractor(s) warrants to the Board that:

- All goods, materials and equipment supplied under the Contract (if any) are free of all defects in manufacture and workmanship for a period of not less than one (1) year from date of delivery or installation (whichever is the later);

- The Successful Contractor(s) shall promptly remedy any defect or deficiency in any goods, materials or equipment supplied under the Contract to the full and complete satisfaction of the Board within seven (7) calendar days following notice to do so from the Board at no additional cost to the Board;
- All services provided under the Contract (if any) shall be free of all defects and deficiencies and shall further conform to the contractual specifications and requirements of the Board for a period of not less than one (1) year from date of supply or performance;
- The Successful Contractor(s) (if any) shall promptly remedy, replace or rectify any defect or deficiency in the work which may appear during the warranty period upon notice from the Board and at no additional cost to the Board;
- In the event that the Successful Contractor(s) does not promptly honour the above warranties to the satisfaction of the Board, the Board may, at the sole cost of the Successful Contractor, do whatever it deems necessary and advisable to remedy, rectify or replace the defective, deficient or non-compliant services, goods, materials or equipment.

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

74. WORK (Change in Scope)

The Board reserves the right in its sole and unfettered discretion, to change the scope of the goods and/or services requested in this Tender and invite the re-submission of such Tender on or before the closing date, without necessitating a new Tender.

75. WORK STOPPAGE

The Board and/or its Duly Authorized Agent has the authority to stop the progress of any job whenever, in his/her opinion, such stoppage may be necessary.

76. WORKERS' RIGHTS

The Contractor will abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Department of Labour or other appropriate legislation of the Province of Ontario or the Government of Canada.

77. WORKMANSHIP

Quality workmanship is required. The Contractor shall employ qualified craftsmen experienced in the use of the specific products involved.

78. WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (W.H.M.I.S)

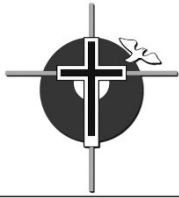
The successful bidder must provide Material Safety Data Sheets and any required labelling for products that are designated as hazardous in the workplace in accordance with W.H.M.I.S. Legislation.

79. WORKPLACE SAFETY & INSURANCE BOARD (W.S.I.B.)

The Contractor MUST submit to the Facilities Planning Coordinator of the Board at the time of entering into the Contract, a satisfactory clearance certificate from the Workplace Safety & Insurance Board that all assessments or compensation payable to the Workplace Safety & Insurance Board have been paid, and the Board may, at any time during the performance or upon completion of the Contract, require a further declaration that all such assessments or compensations have been paid.

The successful contractor must provide the Board with a Workplace Injury Summary Report one week after notification of award.

APPENDIX A



**CATHOLIC DISTRICT
SCHOOL BOARD OF
EASTERN ONTARIO**
www.cdsbeo.on.ca

ADMINISTRATIVE PROCEDURE

D1:16

Occupational Health & Safety
Contractor Health and Safety Requirements

1. Purpose

All facility site work carried out by contractors must be in compliance with the *Ontario Occupational Health and Safety Act and Regulations OHSA* and existing Catholic District School Board of Eastern Ontario Board policies and procedures. The mentioned guidelines ensure that contractors carry out work in a safe manner.

2. Contractor Requirements

A contractor must:

- a) Be competent in all phases of work;
- b) Ensure the project workers are adequately trained in safe work procedures prior to commencing work;
- c) Exercise proper health and safety management on the worksite;
- d) Maintain acceptable housekeeping and material organization around the site;
- e) Communicate and cooperate with the Board Project Manager.
- f) Signature of compliance form.

3. Site Safety Management Plan

Prior to the commencement of the project, each contractor must:

- a) Address how health and safety will be managed in consideration of the Ontario Occupational Health and Safety Act, as well as Board policies, throughout the project;
- b) Provide contact information regarding the person who will be responsible for health and safety on site at all times when work is being performed.

4. Hazard Identification and Assessment

Each contractor will identify the health and safety hazards of the project prior to the start of work. The results must be communicated to all project workers through regular meetings.

5. Project Work

- a) Contractors must ensure that work is planned and carried out in a manner that does not expose other workers, CDSBEO staff, students or the public to any undue risk.
- b) No work may begin until proper authorization from the Board Project Coordinator and/or Plant and Maintenance Department is received, and building, electrical and other required work permits have been obtained.
- c) Health and Safety, and Plant and Maintenance Departments will monitor work activities on a periodic basis to determine and ensure compliance with legislation and Board policies and procedures.
- d) The Board's Health and Safety Coordinator will conduct safety inspections; the frequency of the inspections will be determined based on the project. Any inspection resulting in contravention of the OHSA will be forwarded to the Board Project Coordinator and/or Plant and Maintenance Manager, indicating the corrective action that needs to be taken. Issues of non-compliance and subsequent consequences will be directly addressed with the General Contractor or Sub-Contractor (where no General Contractor is involved).

6. Contractor Site Requirements

- a) The contracted company name, supervisor's name and contact information must be posted on site.
- b) All Federal, Provincial, and Municipal laws, rules and regulations must be complied with while working on a CDSBEO facility site.
- c) No work of any kind can begin until the proper authorization and/or work permits have been obtained.
- d) No smoking is allowed on Board property.
- e) Appropriate personal protective equipment under the OHSA Reg. 851 S. 79-86 must be used when any person is on a construction site or as required. All contractor equipment brought on site must be maintained in safe operating condition. The Board reserves the right to require the contractor to remove from the work site any faulty and/or unsafe equipment, or equipment which is not in compliance with the necessary approval requirements.
- f) Scaffolding must be erected in accordance OHSA Reg. 213/91 S.125 to S.136.
- g) Only properly trained workers may operate equipment or tools. Where certification is required, the contractor is responsible to ensure workers are certified.
- h) Ladders may only be used for ascent or descent, and light work where the worker can maintain a three-point contact.
- i) Barricades must be provided around all excavations and other construction activities.

References: University of Regina Contractor Procedure
Occupational Health and Safety Act and Regulations
Construction Safety Association of Ontario www.csa.o.ca

ACKNOWLEDGEMENT OF CONTRACTOR OBLIGATIONS

I have read, and I understand the above Contractor Procedure and agree to follow all applicable policies and procedures acknowledged by the Catholic District School Board of Eastern Ontario in regard to Occupational Health and Safety.

Company name

Contractor signature

Date

APPENDIX B – ASBESTOS MANAGEMENT PROGRAM

CONTRACTOR NOTIFICATION AND ACKNOWLEDGEMENT FORM

The Catholic District School Board of Eastern Ontario has identified the presence of various friable and non-friable asbestos materials in the school buildings. Please be advised that an asbestos inventory report showing the locations and amounts of these materials is available for viewing at the Board offices and at the office in each school.

Ontario Regulation 278/05 Designated Substance Asbestos on Construction Projects and in Buildings and Repair Operations applies to all maintenance and renovation work that may disturb asbestos materials. The disturbance of asbestos building materials may only be undertaken by contractors who have received training in asbestos-related precautions. The following activities may disturb asbestos materials. The Board must be notified prior to performing the following:

- Removal or repair of asbestos mechanical insulation or sprayed asbestos
- Ceiling entry which may disturb sprayed fireproofing or pipe insulation
- Any other operation which may generate airborne asbestos from friable asbestos
- Any removal, cutting or other disturbance of non-friable asbestos material

Declaration by Contractor

The Contractor shall follow the general instructions and work procedures as specified by the Catholic District School Board of Eastern Ontario’s Asbestos Management Program and any job-specific requirements.

We agree that our staff will not disturb asbestos-containing materials without prior notification to the Board. This firm and our staff will follow all procedures specified by the Board’s Asbestos Management Program and/or O. Reg. 278/05. All asbestos waste will be packaged and disposed of in accordance with Ministry of the Environment requirements.

CONTRACTOR NAME: _____

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

