



**PLAYGROUND EQUIPMENT INSTALLATION
Request for Tender #RFT19-15D**

**For:
Lakehead District School Board
Thunder Bay, Ontario**

Issue Date: Friday, May 24, 2019

This tender will be received by:
Lakehead District School Board
3rd floor, Purchasing Department
2135 Sills St.
Thunder Bay, ON P7E 5T2

**Submission Deadline: Wednesday, June 12, 2019
2:00:00 P.M. Local time**

Lakehead District School Board Contact:
Name: Dave Stewart – Buyer
E-mail: david_stewart@lakeheadschoools.ca

ALL PAGES of this document must be submitted with the bidder's submission.
The FORM OF OFFER of this document must be signed by an authorized
representative for the bidder's submission to be valid.

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1. Description of Work

1.1 Background:

LDSB invites submissions to this Request for Tender (RFT) from certified contractors for surface preparation and installation of playground equipment at three (3) elementary schools.

1.2 Scope of Work:

The playground equipment structures have been ordered from Blue Imp Recreational Products, (724 14th St. SW, Medicine Hat, AB). Structures will be at each site in temporary storage provided by LDSB. A visual of the layout, list of equipment, drawing specifications and Blue Imp's installation instruction guide for all structures will be provided at the Mandatory Information Meeting.

The exact location for each site's equipment will be provided for the contractor to do an initial survey. Assembly and installation of the listed items are to be in accordance with the manufacturer's instructions to preserve warranty. As well, installation must comply with CA/CSA – Z614, ASTM F1487 and CPSC standards.

The successful contractor will be responsible for completing the preparation and surfacing at each site. This includes supplying approved clean playground sand and testing to determine that the critical height of the surface exceeds the fall height of the equipment. Sand is to be laid at depths required to comply with CSA standards to a minimum depth of 300mm and must be spread evenly around equipment. The site preparations will also include the removal and disposal of existing play structure at Whitefish Valley School.

Poured concrete piles and footings are to be used for the equipment's foundation, where required. The structural long-term stability of the playground equipment must be insured upon completion of installation. All exposed bolts and/or connecting rods will be securely tightened and peen hammered to prevent removal. Grid pattern layouts will require welding.

The entire work site and playground equipment must be protected for the duration of construction. The contractor is to take every precaution to ensure no damage occurs at each site above or below ground. Post holes are not to be left uncovered when contractor is off site. The contractor shall keep the premises free from the accumulation of debris.

When installation is completed, LDSB staff will provide certified inspection services. This will be done following conclusion of work at each site. Any deficiencies found will be corrected immediately at the contractor's expense.

1.3 Completion & Approval:

This project is subject to final inspection by LDSB Property Services Manager or designate. Any additional site deficiencies found must be corrected before final approval will be authorized.

Final clean up includes, but not limited to: removing and disposing of all surplus materials and debris from the site. In the event it becomes apparent that the successful contractor cannot complete this project in the specified time, LDSB reserves the right to award finish to an alternate contractor immediately.

1.4 Cost:

All costs associated with this scope of work are to be included in the contract price of this project in Schedule B– Bid Form. Any additional costs must be listed separately.

1.5 Warranty:

Warranty is to be stated in Schedule B– Bid Form. All defects or deficiencies which occur in the warranty period shall be repaired or replaced at no cost to LDSB. Any repairs or replacement to the new flooring tiles while under warranty will be done at no cost to the LDSB.

2. Objectives

The Board’s objectives are to:

- Provide students with enhanced play areas

3. Locations

Site #1 – Claude E Garton Elementary School – 30 Wishart Crescent, Thunder Bay, ON P7A 6G3
 Site #2 – Whitefish Valley Elementary School – 1092 Highway 595, Kakabeka Falls, ON P0T 1W0
 Site #3 – Gorham and Ware Elementary School - 2032 Kam Current Road, Gorham, ON P7G 0K5

4. Site Visit

A one-time mandatory site visit will be held at the site for examination of work, measurements (if desired) and specifications for this project. Potential bidders must sign-in with the Board Representative, Jim Desaulniers – Manager of Property Services, conducting the meeting at the site. Only bidders represented at the site meeting will be eligible to submit a bid. Failure to attend and sign-in will result in your bid being disqualified.

5. Procurement Schedule Dates

ONE Time Mandatory Site Visit	Date: Wednesday, May 29, 2019 Time: 9:30 a.m. Local Time Location – Jim McCuaig Education Centre
Questions Deadline	Monday, June 3, 2019 at 4:00 p.m. Local Time
Issuance of Addenda Deadline	Wednesday, June 5, 2019 at 4:00 p.m. Local Time
Tender Closing Date	Wednesday, June 12, 2019 at 2:00:00 p.m. Local Time
Tender Award	Friday, June 14, 2019

6. Project Schedule Dates

Tentative Construction Start	Monday, June 17, 2019
Construction Complete	Friday, August 23, 2019
Final Project Invoicing	Friday, August 30, 2019

7. Questions during the Tender Period

In accordance with the question period deadline noted above all questions related to the tender must be directed in writing to Dave Stewart at: david_stewart@lakeheadschoools.ca. No questions will be responded to after this set date.

8. Queries & Issuance of Addenda

All questions/answers/clarifications will be emailed directly to those bidders who have attended the Mandatory Site Visit, as an addendum, in accordance with the deadline date specified. An addendum may be issued after the Deadline for Issuing Addenda if the Board, at its discretion, extends the submission deadline, all bidders would be advised.

All addenda ***must be acknowledged*** in the Form of Offer – Appendix A.

9. Board Representation

The Board shall appoint Jim Desaulniers as the Project Manager. This individual shall have the complete and exclusive authority to transmit instructions to, and receive information from the awarded Contractor.

10. Security

10.1 Certified Cheque

Certified Cheque must accompany the bid in the amount of 10% of the contractor's total bid.

10.2 Consent of Surety - Not Required

Contractor must submit with the bid a Consent of Surety in the form of a signed and sealed letter from a surety company stating they will provide a Performance and Labour & Material Payment Bond if bid is accepted.

10.3 Performance Bond – Not Required

Prior to signing an agreement, the Board will require the successful bidder to provide a performance bond in the amount of 50% of the bid amount.
Include the cost of bonding in the bid amount.

10.4 Labour and Material Payment Bond – Not Required

Prior to signing an agreement, the Board will require the successful bidder to provide a labour and material payment bond in the amount of 50% of the bid amount.
Include the cost of bonding in the bid amount.

10.5 Assurance of Warranty Performance

Warranty Required: A minimum of two year material and one year labour replacement warranty from the contractor.

Should the contractor not perform warranty work expeditiously, the contractor will be notified in writing by the Board, stipulating a specific deadline date for work to be performed. The date specified will take into consideration delivery requirements, if any, for equipment. Should the work not be performed by the specified date, the Board will automatically be authorized by the contractor, to have the warranty work performed by another contractor selected by the Board. With the signing of a contract, by the contractor, referencing this specification, the contractor agrees to pay the Board for performing said warranty work performed by the contractor retained by the Board. Having this work performed by another contractor does not release the installing contractor from ensuring the work was performed to the manufacturer's standards.

The Board reserves the right to hold back 5% of the tender price up to a maximum of \$10,000.00, whichever is greater, until one year after total completion. This will ensure that any warranty work is carried out to the Board's satisfaction. Should the Board be required to perform or contract out any warranty work, funds for this work will be extracted from the holdback. Any remaining funds will be paid to the contractor aft the one-year warranty period.

The contractor must submit an invoice for the release of the warrantee holdback.

11. Insurance & WSIB Clearance Certificate

The successful bidder must obtain and maintain comprehensive insurance with respect to all work to be performed under this contract. Insurance must include Lakehead District School Board and all sub-contractors employed directly in the work to be performed, as additional insured. The contractor must submit proof of insurance using the attached Certificate of Insurance Form – Appendix F, prior to commencement of work on the premises.

The successful bidder must provide a WSIB Certificate of Clearance prior to commencement of work.

12. Subcontractors

Bidders must submit a list of their proposed subcontractors which the bidder proposes to use to perform work under the contract on Form of Offer – Appendix A, item #4.

Bidders shall ensure that all subcontractors selected and named have experience in the subcontract work described and that they will execute their work with competence and within the required time frame.

Bidders shall ensure that all subcontractors submitting bids shall be actively engaged in work of the type described and shall be able to show proof upon request of previous work of similar nature performed by them.

Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of subcontractor names for any subcontractor category in their list of proposed subcontractors. One name shall be indicated for each category

No names either of subcontractors or "own forces" may be changed after submission of the list of proposed subcontractors unless prior written approval is received from LDSB. Such approval will only be considered after receipt by the Board of a written request for change.

The Board reserves the right to reject a proposed subcontractor for reasonable cause. Upon such rejection, the bidder will be required to propose an alternate subcontractor

13. Licences & Permits

The successful bidder will, at his own expense, be responsible for obtaining, maintaining and keeping available for inspection and copying all provincial, municipal and any other licenses, and other permits, or approvals necessary to permit them, their employees or company to carry out the requirements of this agreement.

14. Health & Safety

- 14.1 The successful contractor will be required to comply with the Board's Safety Policies and Procedures as outlined in Contractor Safety Compliance – General Procedures – Appendix D.

- 14.2 The successful contractor is to provide a detailed description of their Health and Safety Program and Loss Management System.
- 14.3 The contractor must have injury frequency over past 5 years no greater than 50% on industry average, and provide documentation of past injury frequency performance. The expected injury performance while on Board premises shall be 2.5 less based on contractor personnel
- 14.4 The contractor must provide a current WSIB Certificate of good standing before starting and regularly thereafter, during contract period.
- 14.5 The contractor is to provide and designate a certified on-site safety person.
- 14.6 The contractor is required that a job specific introduction or safety indoctrination session be held for all contractor and sub-contractor personnel
- 14.7 The contractor shall hold pre-job meeting with contractor management and supervision to clarify and reinforce the company's accident prevention requirements.
- 14.8 The contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property from any harm during the course of the contract.
- 14.9 All work procedures and equipment will be in accordance with Board and legislated standards.
- 14.10 The contractor will report to the Board's Project Manager and jurisdictional authorities, any accident or incident involving contractor, sub-contractor, Board employee, or the public, personnel and/or property, arising from the contractor's execution of the work.

15. Contract

The contract between LDSB and the successful contractor will be in the form of a purchase order.

16. Conflict of Interest

The contractor shall acknowledge in the Form of Offer – Appendix A, item #6, full disclosure of any perceived, potential or actual conflict of interest.

17. Tax Compliance Declaration Form

The contractor shall acknowledge tax compliance in the Form of Offer – Appendix A, item #7.

18. Undertaking to Comply

The contractor will complete and submit the Undertaking to Comply – Appendix E.

19. References

Bidders shall complete and submit two references on the References Form – Appendix C.

20. Lakehead District School Board Information in Tender

While LDSB has used considerable effort to ensure an accurate representation of information in this tender, information is not guaranteed or warranted to be accurate by the Board, nor is it necessarily comprehensive or exhaustive. Nothing in this tender is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed herein.

It is the responsibility of the bidder to seek clarification from LDSB contact on any matter it considers to be unclear. LDSB will not be responsible for any misunderstanding on the part of the bidder concerning this tender or its process.

21. Submissions in English Only

Bid submissions must be in English only. Submissions not in the English language will be disqualified.

22. Withdrawing Submissions Prior to Submission Deadline

A bid may be withdrawn at any time prior to the closing date and time of the tender with proper written authorization from the bidder to Dave Stewart, Buyer.

23. Terms & Conditions

The attached Lakehead District School Board's Standard Terms and Conditions for Procurement Requests form part of the tender and subsequent contract.

24. Submission Instructions

- 24.1 Tenders shall be submitted on the forms provided, fully completed and enclosed in a sealed envelope. The envelope must be delivered to the attention of:

Dave Stewart – Buyer
Lakehead District School Board
3rd Floor – Purchasing Department
2135 Sill Street
Thunder Bay, ON P7E 5T2

- 24.2 Late tenders will not be opened and returned to the bidder at his expense. It is the bidder's sole responsibility to ensure the envelope is delivered to the 3rd Floor and not dropped off to another location in the Board building. If envelopes are received at another location and this causes the bid to be late, the bid will be returned to the bidder. LDSB will not be responsible for tenders delivered late by courier and/or post mail.
- 24.3 The Form of Offer – Appendix A must be signed by an authorized representative who has the authority to bind the bidding company.
- 24.4 Your submission envelope must include:
- Form of Offer – Appendix A
 - Bid Form – Appendix B
 - Undertaking to Comply – Appendix E
 - Bid Securities – Certified Cheque
 - References – Appendix C
- 24.5 A Submission Label – Appendix G has been provided for use on your submission envelope to clearly identify your bid submission.

APPENDIX A – FORM OF OFFER

Each Submission must include a Form of Offer completed and signed by an authorized representative of the Bidder in accordance with the requirements of the Tender Document.

1. Company Information

Company Full Legal Name:	
Company Address:	

2. Offer

The Bidder has carefully read and examined the tender document and has a clear and comprehensive knowledge of all terms and conditions required under the tender. By submitting a response to this tender, the Bidder agrees and consents to all terms, conditions and provisions of the tender, and agrees to complete the work at the prices set out in the Bid Form– Appendix B, if selected for an award of contract.

3. Bid Form

The Bidder has completed and included as part of their submission, the Bid Form – Appendix B, all in accordance with the requirements of the Tender Document.

4. Subcontractors

The bidder submits the names of our proposed Sub-Contractors who will be utilized in the Work should we be successful. If left blank, the Board will assume there are no sub-contractors.

Trade	Company	Sub-Bid Price

5. Addenda

The Bidder is deemed to have read and accepted all addenda issued by Lakehead District School Board. The onus remains on the Bidder to make any necessary amendments to their Submission based on the addenda. The Bidder must acknowledge all Addenda that have been issued by the Board. If no addenda were issued, indicate “None”:

Number of Addenda Acknowledged (#'s)	
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6. Conflict of Interest

The Bidder must disclose if there is an actual or potential Conflict of Interest relating to the preparation of its Submission, and/or the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the tender.

INSTRUCTIONS TO BIDDERS: The Bidder must check the box which applies.

- The Bidder declares that it has a conflict of interest.
- The Bidder declares that it does not have a conflict of interest.

If the Bidder declares an actual or potential Conflict of Interest, the Bidder must set out below details of the actual or potential Conflict of Interest:

The Bidder agrees that, upon request, the Bidder shall provide LDSB with additional information from each individual identified above.

7. Tax Compliance Declaration Form

Bidders are advised that any contract with Lakehead District School Board requires a declaration from the successful bidder that the bidder's provincial taxes are in good standing. In order to be considered for a contract award, the respondent must submit the following tax compliance status indicating the following consent to disclosure:

DECLARATION

I /WE hereby certify that _____
(Legal name of Bidder)

at the time of submitting its Submission, is in full compliance with all tax statutes administered by the Canada Revenue Agency and that, in particular, all returns required to be filed under all federal and provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

CONSENT TO DISCLOSURE

I/We consent to the Canada Revenue Agency releasing the taxpayer information described in this Declaration to LDSB issuing the tender as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Canada Revenue Agency.

Dated at this day ____ of _____, 20____.

Bidder confirms as Acknowledged: _____
(Bidder's Signature)

8. Bid Irrevocable

The Bidder agrees that its Submission shall be irrevocable for thirty (30) days following the Submission Deadline.

9. Disclosure of Information

The Bidder hereby agrees that any information provided in this Submission, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this Submission by Lakehead District School Board to the Boards advisers retained for the purpose of evaluating or participating in the evaluation of this Submission.

10. Execution of Agreement

Submission of a bid constitutes acknowledgement that the bidder has read and unless otherwise indicated in the bidder's submission understands and agrees to be bound by the terms and conditions in this Request for Tender and will execute a contract if the bidder is selected for an award of contract in accordance with the terms of this procurement request.

Print Name & Title of Bidder Representative		Print Name of Witness	
Signature of Bidder Representative		Signature of Witness	
Date:			
I have authority to legally bind the Bidder			
Phone #:		Fax #:	
Toll Free PH #:			
E-mail:			

APPENDIX B – BID FORM

BIDDER'S NAME: _____

I/We agree to supply all necessary labour, materials, plant, equipment and services for the execution and completion of the above noted project in strict accordance with the contract documents. Bid price to include all bonding and insurance.

All work will be completed by: _____

STATE DATE & TIME

PLAYGROUND EQUIPMENT INSTALLTION	
Description	Price per Site
Site# 1 – Claude Garton Elementary School (surface preparation & playground installation)	\$
Site #2 – Whitefish Valley Elementary School (surface preparation, playground installation & removal of existing playground)	\$
Site #3 – Gorham & Ware Elementary School (surface preparation & playground installation)	\$
HST	\$
TOTAL COST	\$

APPENDIX C – REFERENCES

BIDDER'S NAME: _____

Reference #1

Company Name:	
Company Address:	
Contact Name & Title:	
Contact Phone:	
Contact E-mail:	
Date and Size of Contract:	

Reference #2

Company Name:	
Company Address:	
Contact Name & Title:	
Contact Phone:	
Contact E-mail:	
Date and Size of Contract:	

In submitting the above references, the Bidder authorizes Lakehead District School Board to contact any of the above.

APPENDIX D – CONTRACTOR SAFETY COMPLIANCE – GENERAL PROCEDURES

PURPOSE

To ensure that contractors and subcontractors retained to perform services for the Lakehead District School Board (hereinafter The Board) are knowledgeable of and understand their obligations under all applicable health & safety and environmental legislation and that they understand that The Board will insist on strict compliance with such legislation.

GENERAL REQUIREMENT

The Board shall require all contractors and their subcontractors to ensure compliance with all health and safety and environmental legislation.

CONTRACT LANGUAGE

All contracts should contain clauses to ensure that the contractor and its subcontractors perform the contract in compliance with all applicable health and safety and environmental legislation.

UNDERTAKING TO COMPLY

All contractors will be required to sign an Undertaking to Comply Form included with this document, which acknowledges their awareness and responsibilities under the Occupational Health and Safety Act and other legislation. It also confirms the procedure The Board will follow in cases of non-compliance by the contractor.

CONTRACT TERMINATION

Contracts entered into between The Board and a contractor shall contain a provision which gives The Board the right to terminate a contract for non-compliance with health and safety and environmental legislation on the part of a contractor, subcontractor, or the workers of either. The Board reserves the right to stop the work of the contractor for failure by the contractor or contractors for non-compliance. Such work stoppages shall not postpone any agreed to completion dates and any additional cost resulting from such work stoppages shall be borne by the contractor. Work shall not resume until contractor rectifies the reason for non-compliance.

INDEMNIFICATION

The contracts shall include a clause that holds The Board harmless from any and all costs associated with any charges or actions resulting from the contractors' work which The Board must defend against.

SUB-CONTRACTORS

The contract between The Board and the contractor shall include a provision which requires the Contractor to:

1. be diligent in ensuring that its subcontracts comply with all health and safety and environmental legislation;
2. take appropriate disciplinary action against sub-contractors who contravene health and safety or environmental legislation which includes but is not limited to the suspending of the work performed by the sub-contractors, where appropriate, before allowing them to continue to work on the site; and
3. be vigilant in following up on Ministry of Labour directives where safety violations are noted.

TENDERING/SELECTION

As part of the tendering and/or pre-qualification process, The Board will include a brief description of its policies and procedures relating to the employment of contractors and the bidders will be advised that compliance with health and safety and environmental legislation will be a condition of any contract.

The Board will also request the following information to assist in evaluating the tenders:

1. proof of current WSIB coverage (CAD7);
2. proof of current liability insurance coverage;

The Board may also request the following information to assist in evaluating the tenders:

1. documentation of WSIB injury frequency rates for the past 3 years;
2. the name of the person responsible for administering the contractor's health and safety program;
3. proof of equipment certification where required; i.e., trench boxes, boom cranes, etc.;
4. proof of appropriate staff training where required; i.e., TDG card, OHS Act, WHMIS, etc.;
5. a copy of Material Safety Data Sheets (MSDS) for all hazardous materials that the contractor will use at the project;
6. copy of the contractor's health and safety policy and work procedures;
7. particulars of any convictions or orders imposed under health and safety and environmental legislation;
8. when considering tenders, reference will be made to previous audits conducted by The Board. If unsatisfactory performance has been identified, this may affect the awarding of the contract.

PREPARING FOR WORK: (For Construction Projects Only)

Before the contractor can begin work, the following activities must be completed:

1. The contractor is responsible for filing the "Notice of Project" with the Ministry of Labour.
2. Where the work of the contractor comes into contact with Board employees, the contractor will provide The Board with a list of all biological or physical agents produced at the workplace.
3. The contractor will establish a Joint Occupational Health and Safety Committee or appoint a Health and Safety Representative as outlined in the Occupational Health and Safety Act.

4. Before work begins on any project, The Board will convene a meeting with the Contractor(s) and invite the Ministry of Labour to attend. The following items shall be discussed in the meeting and recorded in the meeting minutes:
- a) The Board/Department safety procedures
 - b) The name and telephone number of the contractor's health and safety co-coordinator
 - c) The area of the building or property to which the contractor and its workers have access
 - d) The building's fire plan (where applicable)
 - e) What to do in case of occupational injury or illness
 - f) The contractor's obligation to maintain good housekeeping at all times

ON THE PROJECT SITE: (For Construction Projects Only)

Meetings will be scheduled after the start of the contract to review the health and safety components on site with The Board, Contractor, Health and Safety Officer and Ministry of Labour; i.e. signage, barricades, personal protective equipment, etc.

Reporting of hazards-where a Board employee observes an act or condition which the employee believes may endanger the well-being of a person on the project site, the employee will notify the contractor of the hazard. Board employees should not attempt to correct the hazard themselves unless there is immediate danger. Employees should not place themselves at risk under any circumstances.

Board employees should exercise caution in ensuring that they do not become involved in the direction of the work taking place at the project. Rather, health and safety concerns should be brought to the attention of the contractor who should assume responsibility for directing the rectification of the problem.

Where the contractor fails to take corrective action upon being notified of the conditions, the Board's employee shall inform his/her supervisor who will ensure that the appropriate action is taken.

The Board will then investigate the report and take action it deems appropriate in order to ensure that the workplace is safe for Board employees, other workers, students and members of the public.

The Board shall document all reports of contractor and subcontractor non-compliance as well as all actions which were taken to investigate and correct all hazards and potential hazards resulting from non-compliance in accordance with established departmental procedures (refer to steps noted on Undertaking to Comply Form).

CONTRACTOR EVALUATION

The Board reserves the right to audit contractors' and their subcontractors' health and safety performances during the term of the contract and upon its conclusion.

Evaluation of performance will be based upon accident/injury data and adherence to The Board Health and Safety policies, and applicable legislation, periodic inspections and reports from Board employees. Information may be used for future reference.

APPENDIX E – UNDERTAKING TO COMPLY

Name of Contractor: _____

Description of Contract: _____

1. I/We hereby undertake:
 - to comply with all health and safety and environmental legislation in the performance of this contract;
 - to maintain a safe and health work environment during the performance of this contract.

2. I/We hereby agree:
 - that compliance with all health and safety and environmental legislation is a condition of the contract and that non-compliance with the same may, in Lakehead District School Board (hereinafter the Board) discretion, lead to the termination of this Contract;
 - to permit the Board to audit my/our health and safety and environmental records during the term of the contract and upon its conclusion and to cooperate fully with any such audit(s).

3. I/We understand that contractor safety deficiencies will be addressed by the Board in the following progressive steps:
 - The problems will be identified to the Contractor (site supervisor).
 - The contractor's head office will be contacted about the problem, orally and later in writing.
 - If required by law to immediately report the problem to a provincial and/or federal Ministry, the Board will immediately do so.
 - If not required by law to immediately report the problem, and the problem remains unresolved, the Board may report the problem.
 - The Contract may, in the Board's discretion, be suspended or terminated and/or payment withheld by the Board.

I/We acknowledge and agree that, depending upon the nature and/or seriousness of the deficiency, the Board reserves the right to bypass any or all of the steps described in section 3.

4. I/We hereby acknowledge receipt of a copy of the Board's Contractor Safety Compliance – General Procedures, and that I/We understand and undertake to adhere to the terms of these Procedures and to cooperate with the Board in its efforts to ensure compliance.

I/We have the authority to bind the Contractor.

Signature of Authorized signing officer:	
Print Name:	
Title:	

APPENDIX F – CERTIFICATE OF INSURANCE

PROOF OF LIABILITY INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY

CERTIFICATE OF INSURANCE FOR CONTRACTORS				
This form must be completed and signed by your Agent, Broker or Insurer. All Insurers shown must be licensed to operate in Canada This is to certify that the Named Insured hereon is insured as described below:				
Contract Number (if applicable):	#TDR19-15D			
Description of Contract:	Playground Equipment Installation			
Named Insured (Contractor):				
Address of Named Insured:				
Location and operations of the Named Insured for which certificate issued:				
POLICY	COMPANY AND POLICY NUMBER	DATE		LIMITS OF LIABILITY
		Effective	Expiration	
GENERAL LIABILITY BODILY INJURY PROPERTY DAMAGE				Minimum Requirement - \$5,000,000 inclusive
AUTOMOBILE LIABILITY BODILY INJURY PROPERTY DAMAGE				Minimum Requirement - \$2,000,000 inclusive
OTHER (Describe)				

IMPORTANT: This Certificate confirms that the Policies listed above are in full force and effect and that these Policies will not be cancelled without thirty (30) days prior written notice being given to the Lakehead District School Board, and further that the General Liability Policy listed above includes all coverage outlined under 1, 2, 3, 4 and 5 below.

GENERAL LIABILITY COVERAGE INCLUDES:

1. Completed operations.
2. Non-owned Automobile Liability.
3. Occurrence Property Damage.
4. Broad Form Property Damage.
5. **This will confirm that the Lakehead District School Board has been added as additional insured on the above Certificate of Insurance, but only for liability arising out of the operations of the named insured.**

Policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to Lakehead District School Board

DATE	Name of Insurance Company(ies) (not Brokers)
Address of Insurance Company or Broker	Signature of Authorized Representative or Official of Broker

APPENDIX G – SUBMISSION LABEL

AFFIX THIS LABEL TO YOUR TENDER SUBMISSION PACKAGE ENVELOPE (cut along perforated lined)

Bidder to complete the following:

(Full legal name and address)

NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

TENDER SUBMISSION:

#TDR19-15D

Playground Equipment Installation

SUBMISSION DEADLINE:

Closing Date: Wednesday, June 12, 2019

Closing Time: 2:00:00 pm (Local Time)

**TO: Lakehead District School Board
Purchasing Department, 3rd Floor
2135 Sills Street,
Thunder Bay, ON P7E 5T2
Attention: Dave Stewart – Buyer**

NOTE:

The onus remains solely the responsibility of the Bidder to instruct couriers/delivery personnel to deliver submissions to the exact location and floor, specified above by the Submission Deadline. Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

IMPORTANT INSTRUCTIONS:

Bids must be submitted in a sealed package(s) to the address indicated on the Tender Submission Return Label between the hours of 8:30 a.m. and 4:00 p.m. (Thunder Bay Time), Monday through Friday (excluding Statutory Holidays), AND NO LATER THAN THE TENDER SUBMISSION DEADLINE DATE AND TIME NOTED ABOVE.

LDSB does not accept responsibility for tender submissions directed to any location other than the address indicated on the label above.

Failure to affix this Label to your submission envelope/package may also result in submissions not being recognized as a tender submission. This could result in your submission arriving late at the prescribed office and will be deemed late and disqualified.

Submissions received by Fax or any other kind of electronic transmission will be rejected.



STANDARD TERMS AND CONDITIONS FOR PROCUREMENT REQUESTS

These Standard Terms and Conditions for Procurement Requests form a part of each procurement document and apply in like force for the purchase of materials, supplies, equipment and services. Where conditions within the procurement document are contrary to these Standard Terms and Conditions, the conditions specified in the procurement document will prevail.

Lakehead District School Board is also referred to as LDSB or the Board.

BID SUBMISSION:

1. Bids must be legible in ink or typewritten and submitted on and in accordance with the instructions and forms provided in the LDSB procurement document. Alterations, erasures, or modification by any means to the original document is not permitted under any circumstances. Tampering with the original documents may result in bid disqualification.
2. Bid submissions must be in English only. Submission documents received by LDSB not in the English language will be disqualified.
3. Submissions must be received in a sealed envelope clearly indicating the procurement name, number, the bidder's name and address and any other information that may be requested in the procurement document.
4. Submissions or amendments received by fax, e-mail, or telephone WILL NOT be accepted unless otherwise specified in the procurement document.
5. All submissions which are received by the stated closing time may be opened publicly, at the discretion of the Board. The disclosure of information provided will be limited to the names of the bidders, and only if applicable, the total bid price.
6. Any bid received by the Purchasing Department later than the time and date specified WILL NOT BE CONSIDERED, and will be returned at the Bidder's request and expense. The time and date referenced in an LDSB procurement document will be Thunder Bay, ON Local Time. For the purpose of documenting time, the web clock NRC (National Research Council Canada) official time at the submission location, shall govern.
7. Submissions will remain irrevocable in the form submitted by the bidder for a period of sixty (60) days from the closing date and time of the procurement process, unless otherwise specified in the procurement document.
8. The bidder will not rely upon any oral or written information or representation provided to them by anyone other than the LDSB contact person referenced in the procurement document, and any written addenda to this document. Lobbying during the competitive procurement call or "black out period," is prohibited. This includes any communications with anyone other than the LDSB contact from the time of issuance of procurement document, up to and including the time of award. All correspondence in regard to the procurement document and specifications must be directed to the LDSB contact person named in the document.

The bidder is required to promptly examine all of the documents and report any errors, omissions or ambiguities, and direct questions or seek additional information in writing, on or before the deadline for questions.

It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear. LDSB will not be responsible for any misunderstanding on the part of the bidder concerning the procurement request or its process.

9. If applicable, the bidder will be required to sign a Tax Compliance Declaration Form as confirmation of the bidder's compliance with all tax statutes administered by the Ministry of Revenue for Ontario. This will serve as verification that the bidder's provincial taxes are in good standing.
10. The bidder will be required to sign a Declaration of Conflict of Interest statement to indicate whether there is a perceived, actual, or potential conflict. If, at the sole and absolute discretion of LDSB, the bidder is found to be in a conflict of interest, LDSB may disqualify the bid. Where LDSB discovers a bidder's failure to disclose an actual or potential conflict of interest, LDSB may disqualify the bidder or terminate any contract award to that bidder pursuant to this procurement process.
11. In accordance with Ontario regulations regarding the Safe Schools Act, LDSB at its discretion, may request a Police Records Check for a service provider. Failure to provide the documentation may disqualify the bid
12. In responding to a procurement request, bidders must not submit alternative strategies or solutions unless more than one is expressly requested in the procurement document or is approved by written request prior to the final addendum release date. In the event more than one solution is requested, it must be treated as a separate bid and submitted in another sealed envelope following the guidelines of the procurement document.
13. A submission that includes the bidders own contract, terms and conditions, options, variations, or contingent statements that are contrary to or inconsistent with the terms set out in the procurement document, may be disqualified. If a submission is not disqualified despite such changes or qualifying statements, the terms and conditions of the procurement document will prevail over any requested changes and will be confirmed and mutually agreed upon by both parties at the time of contract acceptance.
14. A bidder may request to withdraw or amend their submission prior to the closing date and time. Requests may be initiated by the bidder or may be a result of information provided by addenda. Amendments should clearly indicate what part of the submission it is applicable to or if the submission is being replaced in its entirety.

Such requests must be made in writing and signed by an authorized representative of the bidder's company, to the LDSB contact person referenced in the procurement document. LDSB is under no obligation to return amended or withdrawn submissions. LDSB will return unused samples and exhibits at the supplier's request and expense.

15. Bid securities, if required, will be outlined in the procurement document binding the bidder to fulfill the obligations of the procurement process. Bids will be disqualified for failure to include requested bid securities that may include a bid bond or certified cheque, performance bond, labour & materials payment bond, maintenance bond or letter of agreement to bond. If bidders elect to submit a certified cheque as a bid deposit, the LDSB will not pay interest on the deposit. The certified cheque will be returned as soon as possible after award, to the unsuccessful bidders.

16. If required, a one-time mandatory site visit may be held. It is the sole responsibility of all potential bidders to arrive on time. All bidders must sign in prior to the inspection. Only contractors represented at the mandatory site visit will be eligible to submit a bid. If a sub-contractor, with his attendance, is representing a prime contractor, this must be acknowledged on the sign-in sheet or the contractor will have been deemed to have not attended and will not be allowed to submit a bid.

In the event only one potential bidder attends the site visit, LDSB reserves the right to re-schedule a second visit, to ensure competitive submissions are received.

17. In order to establish a basis of quality, certain materials, processes, types of machinery and equipment may be specified either by description of process or by designating a manufacturer by name and referring to a brand or product designation. It is not the intent of these specifications, unless noted otherwise, to exclude other processes, equipment, or materials of equal value, utility or merit, which are approved by LDSB.

For purpose of the procurement process, definitions of Equivalent and Alternate Products are as follows. **EQUIVALENT PRODUCT** is a substitute item to the item requested that is not identical, **but equal or better to** the product requested, having sufficient common specifications to be capable of being used for the same purpose and achieving equivalent results. **ALTERNATE PRODUCT** is a substitute item that does not fully meet the requirements of the requested product, but in the opinion of the bidder, achieves the same results.

LDSB reserves the right to inspect or test any substitute offered to determine equivalency and may require demonstrator or sample items in order to be able to evaluate the substitutes proposed. LDSB is the sole judge as to whether substitute products are considered equivalent or acceptable and meet the intent of the original mandatory requirement.

In submitting a bid on an item other than as specified, the bidder must include with the submission complete technical data and descriptive literature with respect to the substitute item proposed, unless otherwise stated in the procurement document. FAILURE TO DO SO MAY RENDER THE BID INVALID. Consideration will be given to bids submitted on substitute items to the extent that such action is deemed to serve the best interests of LDSB.

If the bidder does not indicate that the item he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact item as described in the tender specifications. Items listed as NO SUBSTITUTE must be quoted as described.

18. Samples, when requested, are to be submitted strictly in accordance with instructions of the specific procurement document; otherwise the bid may be disqualified.
19. Unless otherwise stated in the procurement document, the bidder will warrant that all goods, materials and equipment supplied under the contract will be new and of the latest model, be good, merchantable quality and conform to the product description and/or application specified in the procurement document. It shall be understood that all the equipment and parts which are usually provided in the manufacturer's stock model shall be furnished.
20. LDSB reserves the right to reject any materials that differ from our specifications or differ from the approved samples submitted. Any rejected materials will be returned at the supplier's expense.
21. All shipments must comply with WHMIS Classification, Labeling and MSDS Requirements, all in strict accordance with the WHMIS Legislation or shipments will be refused by the LDSB and returned at the supplier's expense. A Material Safety Data Sheet must accompany each shipment.

22. All electrical and mechanical equipment must be CSA/ULC and/or Electrical Safety Authority approved.
23. The bidder shall keep all Board technical information, specifications, drawings, designs, building and floor plans and other documentation relating to the business or activities of the Board, confidential and secure and limit the disclosure of such information to only those of its directors, officers, employees, agents, partners, affiliates, and subcontractors who have a need to know for the purpose of providing the deliverables.

The bidder shall not use any intellectual property of the Board, including but not limited to, logos, registered trademarks, or trade names of the Board, at any time without the prior written approval of the Board.
24. Bidders must ensure that their participation in LDSB's competitive process is conducted fairly and without collusion or fraud.
25. The procurement process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

PRICING, PACKAGING AND DELIVERY:

26. All prices quoted must be in Canadian funds. Prices, unless otherwise requested in the procurement document must include all applicable duties, excise tax, customs clearance charges, fuel surcharges, and any other additional fees, but exclude the Harmonized Sales Tax (HST). The HST will be added to purchases at invoicing as applicable. Bid submissions that indicate extra charges will not be considered.
27. All suppliers of the LDSB are required to indicate the Harmonized Sales Tax as a separate line item on submissions and invoices. The supplier's Registered H.S.T. NUMBER must be indicated on all invoices.
28. Prices are to remain firm for the duration of the contract which unless otherwise noted, will be for a minimum period of one year from the initial contract date. Prices will not be considered firm if the conditions "subject to manufacturers" or "other increases beyond our control" are indicated.
29. Items, must be priced and extended in accordance with our specified units of measure.
30. In the event of any discrepancy between the unit price and the extension, the unit price shall govern.
31. Delivery must be FOB Destination, Freight Prepaid, unless otherwise indicated in the procurement document. FOB Destination, Freight Prepaid is mutually understood to mean the Seller pays the freight charges; bears the freight charges; owns the goods in transit; and files claims, if any, with the carrier. Items are to be delivered to any specified destination within the limits of LDSB.
32. Deliveries to all LDSB sites must include the cost of OFFLOADING OF GOODS at the designated receiving location within the building, unless otherwise indicated in the procurement document.
33. Goods shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packaging material or containers. The containers shall remain the property of LDSB unless otherwise stated in the specifications of the procurement document.

RIGHTS OF THE BOARD:

34. LDSB reserves the right to:

- a) make public the names of any or all bidders;
- b) request written clarification of the bidder's submission;
- c) assess a bidder's submission on the basis of:
 - i. a financial analysis
 - ii. information provided by references;
 - iii. checking references other than those provided by the bidder;
 - iv. the bidder's past performance on previous contracts awarded by the LDSB;
 - v. other relevant information that arises during the procurement process;
- d) waive minor informalities and irregularities and accept submissions which, in the sole judgment of LDSB, substantially comply with the requirements of the procurement;
- e) in the sole judgment of LDSB, deem submissions non-compliant if the submission contains major deviations and irregularities and/or does not comply with the terms of the procurement document, thereby compromising the integrity of the bidding processes
- f) disqualify any bidder whose submission contains misrepresentations or any other inaccurate or misleading information;
- g) make changes, including substantial changes, to the procurement requirements provided that those changes are issued by way of addenda;
- h) select any bidder other than the bidder whose submission reflects the lowest cost to LDSB or the highest score;
- i) award by item, or part thereof, groups of items, or parts thereof, or all items of the tender, or to reject any and all submissions in whole or in part.
- j) negotiate with the successful bidder, minor changes or variations to the bid without re-calling the procurement process, if deemed to be in the best interest of the Board.
- k) accept or reject submissions not properly completed;
- l) cancel the procurement process at any stage;
- m) where bids exceed the budget amount, negotiate the scope of work with the low bidder or issue a new request for the same or similar procurement
- n) reject any or all submissions;

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances. LDSB will not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any bidder or any third party resulting from LDSB exercising any of its express or implied rights indicated in these terms and conditions, or for reason of the non-acceptance by the LDSB of any bidder's submission, or by reason of any delay in its acceptance.

35. LDSB reserves the right to not accept submissions from any bidder who has a claim or has instituted a legal proceeding against the Board whether it is related or unrelated to the subject matter of the procurement document. This right of the Board applies to the bidding company and any of the company's subsidiaries or to any firm of which the principals of the company are associated, or any sub-consultant hired by the Consultant. It is the Consultant's responsibility to ensure the aforementioned are in good standing with LDSB.

EVALUATION AND AWARDS:

36. LDSB may assign a team to evaluate submissions, as required.
37. LDSB will evaluate responsive responsible submissions only. Responsive meaning one which meets all mandatory requirements and complies with the provisions of the procurement document. Failure to meet mandatory criteria will disqualify the bid.
38. LDSB may consider environmentally responsible and sustainable products and services as part of evaluation criteria based on need, affordability and cost effectiveness to LDSB. The bidder is encouraged to provide information on their commitment to providing environmentally sustainable products and services that support global awareness, reducing the impact on the environment and human health. Information may include, but not be limited to, the bidder's vision, strategies, practices, products and programs offered in making a positive difference to the environment.
39. Bids may be evaluated based on weighted criteria contained in the procurement documents, to determine which submission offers the best value and meets the objectives of the Board.

Where evaluation of criteria is tied, the process to resolve may differ depending on the procurement request. Resolution processes may include but not be limited to: bidder supplier presentations and demonstrations, reference checks, or site visits to bidder supplier location. Bidders will be given the new criteria that this next stage of the evaluation will be based on.

40. Where identical low price bids are received, the following options, as deemed appropriate by the Supervisor of Purchasing, may be considered to break the tie: prompt payment discount, best delivery, environmental initiatives offered, or a coin toss facilitated by the Supervisor of Purchasing or designate.

In the event of a coin toss, the bidder whose submission is date stamped the earliest, will call the draw. Bidders will be requested to sign a Tie Bid Declaration Form agreeing to abide by the result and waive any legal rights they may have against the LDSB.

41. A bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the procurement documents.
42. All bidders will be notified in writing of the outcome of the procurement process after the award of the contract.
43. For procurements valued at \$100,000 or greater, bidders who participated in the procurement process may request a debriefing. All requests must be in writing to the LDSB contact in the procurement document or the LDSB Supervisor of Purchasing, and must be made within sixty (60) days of award notification. The intent of the debriefing information session is to provide a critique of the submission discussing its strengths and weaknesses, to aid the bidder in presenting a better submission in subsequent procurement opportunities. LDSB will not disclose information in other bidders' submissions or engage in comparing the contents of any submissions.
44. Subsequent to a debriefing meeting, where a bidder believes that the competitive process has not been conducted in accordance with the process requirements contained herein, the bidder may file a bid protest. A bid protest must be submitted in writing citing the clause in the procurement document that has not been

adhered to, in the opinion of the bidder and the resultant effect on the bidder's submission. Bid protests must be received in writing by the LDSB contact person named in the document, within ten (10) days from the debriefing meeting. Any protest in writing that is not timely received will not be considered and the bidder will be notified in writing.

Allow the LDSB contact five (5) days to investigate and respond. If the bid protest is not resolved by the LDSB contact, it will be forwarded to the Supervisor of Purchasing and will reviewed and addressed in a timely and appropriate manner together with the Manager of Finance and/or Superintendent of Business, if required.

Any protest in writing shall include the following:

- Specific identification of the clause and/or procurement procedure that is alleged to have been breached
- Specific description of each act alleged to have breached the procurement process
- A precise statement of the relevant facts
- An identification of the issues to be resolved
- The bidder's arguments and supporting documentation
- The bidder's requested remedy

A record of all bid protests will be kept in the procurement file.

CONTRACT:

45. A LDSB Purchase Order or any other official acceptance of the offer in writing by LDSB shall constitute a contract between the successful supplier and the Board. This contract shall bind the supplier on its part to furnish and deliver goods or services at the prices quoted and in accordance with the conditions of the procurement document, and LDSB on its part to take delivery of and pay for the good or services at the contract price.
46. It is mutually agreed and understood that the supplier shall not sub-contract or 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 LDSB.
47. The bidder acknowledges that if successful it will be providing the deliverables to the Board on a non-exclusive basis. The Board reserves the right to contract with other parties for the same or similar goods/services or may obtain the same or similar goods/services internally.
48. Shipment of goods or commencement of work shall be at the risk of the successful bidder, if undertaken in advance of receipt of a formally executed LDSB Purchase Order or other official contract.
49. A successful bidder failing to accept a contract will not be eligible to participate in future LDSB procurement requests for a time period as determined by the LDSB.
50. LDSB reserves the right to terminate the contract without notice if service is deemed unsatisfactory by LDSB or not in accordance with the terms and conditions or scope of work specified in the procurement document; or if the company commits any act of bankruptcy, or if a receiver is appointed on account of its insolvency.

This contract may be terminated at any time by written agreement of LDSB and the supplier OR by LDSB on fifteen (15) days written notice. Where, in the opinion of the Board, the supplier has failed to fulfill all or part of the terms of this contract, LDSB shall have the right to award this contract to another bidder or to re-issue the procurement document.

LDSB shall have the right to assess and collect from the supplier any damages and costs that are incurred by the Board as a result of the bidder's failure to perform.

In the event of termination, LDSB will not, by virtue of any of the above instances of termination, waive any rights or remedies it may have in the contract or otherwise at law and LDSB shall not be responsible to the supplier for any losses, costs or damages of any nature whatsoever. LDSB shall only be responsible for the payment of goods received or services completed in connection with the contract up to and including the effective date to any such termination.

51. All contractors, suppliers, and visitors must adhere to the following procedures when on LDSB property.
- a) Immediately upon arrival at the site, report to the Main Office and inform them of the reason you are in the building or on the grounds.
 - b) Report any potential safety concerns where students or staff is involved.
 - c) Ensure students are away from the immediate work site.
 - d) Do not operate any vehicle or equipment on the grounds during school recess.
 - e) Report any irregularities such as, delay in materials, extended times for completion of work, etc., to the Principal, Chief Custodian or designated Project Coordinator.
 - f) Adhere to school policy for proper attire while on school property, that is, obscene t-shirts are not acceptable dress codes.
 - g) Avoid the use of profanity while on Board property.
 - h) **SMOKING** is prohibited on all Board property.
 - i) **NO ADVERTISING** or marketing of goods/services on Board property.

OCCUPATIONAL HEALTH AND SAFETY:

52. The supplier will be responsible to take all necessary steps to protect personnel, workers, visitors, the general public, etc., and property from any harm during the course of the contract.

All work performed under this contract shall be in in conformity with the Occupational health & Safety Act, and related Regulations and latest revision thereof and with the Board's policies and procedures.

LDSB may monitor daily to ensure that safety requirements are met, and that safety records are properly kept and maintained. Initial disregard for safety standards will cause the contract to be reviewed and a written record of the review will become part of the contract documents. A second infraction can lead to loss of contract.

The supplier will report to LDSB, and jurisdictional authorities, any accident or incident involving supplier, LDSB or public personnel and/or property, arising from the supplier's execution of the work.

The supplier will include all provisions of this contract in any agreement with subcontractors, and hold all subcontractors equally responsible for safe work performance.

If the supplier is responsible for a delay in the progress of the work due to an infraction of legislated or the LDSB health and safety requirements, the supplier will, without additional cost to the Board, work such overtime, as deemed necessary, in the opinion of LDSB's representative to avoid delay in the final completion of the work or any operations thereof.

WORKPLACE SAFETY INSURANCE BOARD (WSIB)

53. The successful bidder must provide a Certificate of Clearance from the Workplace Safety and Insurance Board prior to commencement of work, certifying that all assessments and liabilities have been paid, and that the bidder is in good standing with WSIB.

If the successful bidder is recognized by WSIB as an 'independent operator', WSIB optional insurance must be purchased and proof of coverage provided to LDSB prior to commencement of work.

LDSB will not be liable to the WSIB for future payments in connection with the successful bidder's fulfillment of the award requirements.

LDSB will not issue a purchase order to any supplier until appropriate documentation from the WSIB is received.

PRIOR TO PROGRESS OR FINAL PAYMENT ON A CONTRACT, THE SUPPLIER MUST PROVIDE A WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) CERTIFICATE OF CLEARANCE

54. If the supplier is responsible for a delay in the progress of the work, the supplier will without additional cost to LDSB work such overtime, as deemed necessary, in the opinion of the LDSB Project Coordinator to avoid delay in the final completion of the work or any operations thereof.
55. Supplier performance will be evaluated either by periodic audits during the contract term or upon completion of the contract, using a LDSB Performance Evaluation Report. Where the standard is not being met, the Board will conduct an investigation and follow-up with the supplier.
56. LDSB reserves the right to remove any supplier for unsatisfactory performance of contract, from eligibility to submit proposals for a time period as determined by the LDSB.
57. Force Majeure - Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. Should the performance of any contract be delayed or prevented as herein set forth, the supplier agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

CONTRACT GUARANTEES:

58. The supplier hereby covenants and agrees:
- a) To perform the contract in accordance with the specifications and proposal under which the contract is awarded.
 - b) To save LDSB, its agents, or employees harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
 - c) To guarantee that the good(s) and/or work will be free from defects in design, materials, components, and workmanship for the periods set out below, or as otherwise stated, if greater than the warranty stated below. Any such defects in design, materials, components, and workmanship shall be corrected, repaired, or replaced by the supplier with new or replaced

parts free of any additional cost to the Board. The warranty periods shall commence upon acceptance of the good(s) and/or work by LDSB.

Material: One (1) year

Labour: One (1) year

Any materials, parts or components which have been replaced or which are used for replacement due to defects in design, material or workmanship under the initial warranty period shall be warranted for one (1) year from the date of LDSB's acceptance of the replacement or repair, or shall take in the remainder of the original applicable warranty period, whichever period is greater.

- d) To furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or the work of other sub-contractors. Revisions or corrections resulting from errors, omissions, or negligent acts will be promptly rectified without additional compensation.
- e) To pay for all permits, licenses and fees, and to give all notices and comply with all by-laws and regulations of LDSB.
- f) To furnish satisfactory proof of insurance as request, prior to commencement of work. LDSB must be added as additional insured on the policy.
- g) To comply with the laws and regulations of Canada, the Province of Ontario and local municipalities pertaining to the performance of this contract and in every activity connected including products and transportation/delivery methods.

59. The Supplier, for itself, its heirs, executors, administrators, and its authorized successors and assigns, shall indemnify and hold harmless LDSB, the Purchaser, their trustees, agents, employees and servants their successors and assigns, from any and all matter of damage or injury, claims, suits, costs, expenses or damages, whether direct or indirect, compensatory or otherwise, arising directly or indirectly out of the performance or purported performance of the contract, from negligent acts, errors or omissions in the execution of the Work, or from the supply of any goods and services under the contract, including but without limiting the generality of the foregoing, loss or damage to any property whether owned by the Purchaser or by others, injury or death to any person, alleged and actual breaches or infringements of any intellectual property rights, damage to the environment, in connection therewith on a substantial indemnity basis.

DEFECTIVE/INFERIOR GOODS AND SERVICES:

60. LDSB reserves the right to accept or reject inferior goods or services. In the event delivered goods are deemed to be defective or inferior by LDSB, the following steps may be taken at the sole discretion of the Board:
- a) Request the supplier retrieve the goods at its own expense within ten (10) days after notification unless public health and safety require immediate disposal of such rejected goods in which case LDSB may take such actions as it deems necessary. Rejected goods left longer than ten (10) days will be considered as abandoned and LDSB shall have the right to dispose of the goods as its own property.
 - b) Charge the supplier for any shipping and removal costs incurred by LDSB as a result of abandonment of goods.
 - c) Use or consume the goods and discount the price accordingly at a mutually agreed price.
 - d) Return the goods to the vendor for 100% refund of purchase price without penalty of re-stocking charges.
 - e) Request replacement of goods at no charge.

Under no circumstances will LDSB be responsible for return or disposal of defective or inferior goods.

PAYMENT:

61. In the absence of a prompt payment discount, standard payment terms of Net 30 days shall apply.
62. Discounts for prompt payment will be calculated from the date LDSB receives the invoice, or the date the goods/services are found to be acceptable by the Board, or the date when a discrepancy on an invoice is adjusted to LDSB's satisfaction, whichever is the later date. LDSB will consider the date of the Board's cheque to be the payment date, and when that date is within the prompt payment terms, LDSB's obligation to meet the prompt payment terms is fulfilled.
63. All charges against a supplier 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 supplier will pay LDSB, on demand, the amount of such charges.
64. All invoices submitted must include the purchase order number, work order and/or account numbers for each item. Where required, copies of all supporting packing slips and/or invoices bearing the signature of authorized LDSB staff must accompany the applicable invoices submitted for payment. Harmonized Sales Tax is to be shown as a separate line item on the invoice.
65. Invoices are to be e-mailed to accounting@lakeheadschoools.ca or sent to LDSB, ACCOUNTING DEPARTMENT, 2135 Sills Street, Thunder Bay, ON, P7E 5T2.
66. If an invoice is received without all relevant data for processing, it may be returned to the supplier. Payment terms will come into effect upon receipt of a properly completed invoice.
67. All payments will be made via Electronic Funds Transfer (EFT) directly into the Vendor's preferred bank account. The successful vendor shall complete the required EFT Form after notification of contract award.
68. Where there is a question of non-performance, payment in whole or in part may be withheld. In the event cash discount is involved, the withholding of payment as provided herein will not deprive LDSB from taking the discount.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA):

69. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c.M.36, as amended, applies to information provided to LDSB by a bidder. The confidentiality of information supplied by bidders, including their submissions, will be maintained by LDSB, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their submissions will, as necessary, be disclosed on a confidential basis, to LDSB's advisors retained for the purpose of evaluating or participating in the evaluation of their submissions.

By submitting any Personal Information, bidders are agreeing to the use of such information as part of the evaluation process, for any audit of the procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful bidder to provide the services, such information may be used by LDSB to compare the qualifications of such individual with any proposed substitute or replacement. If a Bidder has any questions about the collection and use of Personal

Information pursuant to the procurement request, questions are to be submitted to the LDSB contact person identified in the procurement document.

CANADIAN FREE TRADE AGREEMENT (CETA); CANADIAN-EUROPEAN UNION COMPREHENSIVE ECONOMIC TRADE (CFTA):

70. In compliance with the Canadian Free Trade Agreement (CETA), the Canadian-European Union Comprehensive Economic Trade (CFTA), LDSB will carry out procurements in a manner consistent with the relevant trade agreements, as well as fulfil the requirements of the Ontario Ministry of Finance Broader Public Sector (BPS) Procurement Directives.

ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

71. The Board is committed to the highest possible standards for accessibility. Bidders(s) must be capable to recommend and deliver, as appropriate for each deliverable, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities. In accordance with the AODA, when procuring goods, services and facilities, LDSB may incorporate evaluation criteria and features into the procurement document. The bidder acknowledges that LDSB, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

The bidder shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.