



**MISCELLANEOUS MINOR MAINTENANCE SERVICES
Request for Tender (RFT)**

Contract Number: #RFT20-04T

**Submission Deadline:
Wednesday, August 28, 2019 at 2:00:00 P.M. Local time**

For: Lakehead District School Board
Armstrong Elementary School
Armstrong, Ontario

Issue Date: Thursday, August 15, 2019

This tender will be received by:
Armstrong Elementary School
112 Queen Street, 1 – Hwy 527
Armstrong, ON POT 1A0

Lakehead District School Board RFT Contact:
Name: Dave Stewart, Buyer
E-mail: david_stewart@lakeheadschoools.ca
Phone: 807-625- 5235/ Fax: 807-626-9241

The Form of Offer being part of this document must be signed by an authorized representative for the bidder's submission to be valid.

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SECTION 1: INTRODUCTION

Lakehead District School Board ('LDSB' or Board') is a publicly funded educational facility with its head office located at the Jim McCuaig Education Centre, 2135 Sills Street, Thunder Bay, ON. Information about LDSB and a complete list of school and administrative locations can be found on the Board's website at:

www.lakeheadschoools.ca.

Armstrong Elementary School is located in Armstrong, Ontario, a small unorganized community situated at the end of Highway 527, approximately 250 km north of Thunder Bay, Ontario. Armstrong is roughly a 3 hour drive from Thunder Bay.

Overview

LDSB invites submissions to this Request for Tender (RFT) for the acquisition of safe, effective and efficient Miscellaneous Minor Maintenance Services. Bidder's submission shall be in accordance with the instructions and requirements set out in this document.

Objective

The Board's main objective is to have a qualified contractor under contract and available to perform minor maintenance functions, when called upon, at the school and on-site cabin accommodations called teacherages throughout the year.

Contract

The successful contractor will be required to enter into an Agreement with LDSB for a period of three (3) years commencing on or about September 1, 2019 with the option to renew this agreement, at the discretion of the Board, for two (2) additional one (1) year periods, upon mutual agreement of both parties. The successful Contractor will be notified of the Board's decision to extend the term of the agreement no later than December 1, of the preceding year in which the option is to be exercised.

SECTION 2: SUBMISSION GUIDELINES – INFORMATION, INSTRUCTION AND REQUIREMENTS

RFT Submission Timetable

The following is the schedule for this RFT. “Time” indicated is represented as Thunder Bay “Local Time”.

Events	Dates and Times
Issue Date of the RFT	Thursday, August 15, 2019
Mandatory Site Visit – Armstrong Elementary School, Armstrong, ON	Tuesday, August 20, 2019 11:00:00 a.m. local time
Bidder’s Deadline for Questions	Wednesday, August 21, 2019 4:00:00 p.m. local time
Deadline for Issuing Addenda	Thursday, August 22, 2019 4:00:00 p.m. local time
Tender Submission Deadline	Wednesday, August 28, 2019 2:00:00 pm local time
Award	Issue Date – Time of Award Thursday, August 29, 2019

Structure of Responses to this RFT

Bidders should structure their bid submissions in accordance with the instructions in this RFT request. LDSB Standard Terms & Conditions for Procurement Requests attached and all other specifications, and terms and conditions in this document will apply. Bidders are required to ensure the necessary documents are completed and submitted with their bid. It is the responsibility of the bidder to ensure all requirements of this RFT are met.

Inquiries

Bidders shall promptly examine all of the documents comprising this RFT and shall report any errors, omissions or ambiguities and may direct questions or seek additional information in writing to: Dave Stewart, Buyer, by email (david_stewart@lakeheadschoools.ca) no later than **4:00:00 p.m., Wednesday, August 21, 2019**. Questions will not be accepted after this date. The Board reserves the right to distribute in the form of an addendum any or all questions and answers to other Bidders. Information from any other source is not official and should not be relied upon.

LDSB and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. It is the bidder’s responsibility to avail itself of all necessary information to prepare a tender in response to this RFT.

Addenda

This RFT will only be amended by an addendum. If the LDSB, for any reason, determines that it is necessary to provide additional information relating to this RFT such information will be posted to the LDSB website, Purchasing Bid Opportunities site www.lakeheadschoools.ca. Each addendum shall form an integral part of this RFT.

Bidders shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Offer – Appendix B.

If any addendum is required after the Deadline for Issuing Addenda, LDSB may, at its discretion, extend the Submission Deadline for a reasonable amount of time.

Mandatory Site Visit

Bidders MUST sign in with the Project Manager, Jim Desaulniers at **mandatory site visit**. Only bidder's that have attended and have signed in at the mandatory site visit will be contacted if any Addenda are posted. Addenda will be distributed no later than Thursday, August 22, 2019 by 4:00 p.m. Addenda will be posted to the LDSB 'Purchasing Bid Opportunities' website and may be obtained from Armstrong Elementary School. Each addendum shall form an integral part of this RFT.

Submission Instructions

Bids must be submitted in a sealed package with the Submission Label provided in Appendix C affixed to the outside.

Tender submissions must contain: ONE (1) Original document (prominently marked "ORIGINAL") completed and signed in ink by an authorized representative and ONE (1) copy of the original submission (marked "COPY") of the following:

- a) Form of Offer – Appendix B
- b) References – Appendix D
- c) Cost Summary Sheet – Appendix E
- d) Equipment – Appendix F

Tenders must be submitted to **Armstrong Elementary School** between the hours of 8:30 a.m. and 3:00 p.m. (Eastern Standard Time), Monday through Friday (excluding Statutory Holidays), AND NO LATER THAN THE SUBMISSION DEADLINE DATE AND TIME.

Tenders received after the Submission Deadline will be deemed late, disqualified and returned unopened to the bidder at the bidder's expense. For the purpose of calculating time, US Naval Observatory Master Clock at the prescribed LDSB location shall govern.

Bids submitted in any other manner will be disqualified. Bids received by fax, e-mail or any other electronic submission will not be accepted. LDSB does not accept responsibility for submissions directed to any location other than the submission address indicated above and on the Submission Label.

The onus remains solely the responsibility of the bidder to instruct couriers/delivery personnel to deliver submissions to the exact location specified. Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

Submission Opening

Bid submissions will be received before 2:00:00 p.m., on Wednesday, August 28, 2019 in Armstrong. The tender opening will take place in Thunder Bay on Thursday, August 29, 2019, at a time determined by the Board, at the Board Office: 2135 Sills Street, Thunder Bay, Ontario, P7E 5T2.

Bidders Shall Bear Their Own Costs

Bidders must bear all costs associated with or incurred in the preparation and presentation of their submissions.

RFT Incorporated into the Submission

All of the provisions of this RFT are deemed to be accepted by each bidder and incorporated into each bidder's submission.

No Incorporation by Reference

The entire content of the bidder's submission should be submitted in a fixed form and the content of websites or other external documents referred to in the bidder's submission will not be considered to form part of its submission.

Electronic Reproduction

Any electronic reproduction, alterations or modifications to this document may result in disqualification of the bidder's submission.

LDSB May Seek Clarification and Incorporate Response into the Submission

LDSB reserves the right to seek clarification and supplementary information relating to the clarification from bidders after the Submission Deadline. The response received by LDSB from a bidder shall, if accepted by LDSB, form an integral part of that bidder's submission. LDSB reserves the right to interview any or all bidders to obtain information about or clarification of their submissions. In the event that LDSB receives information at any stage of the evaluation process which results in earlier information provided by the bidder being deemed by LDSB to be inaccurate, incomplete or misleading, LDSB reserves the right to revisit the bidder's compliance with the mandatory requirements and/or adjust the scoring of rated criteria.

Acceptance & Award of Contract

It is LDSB preference to award to one bidder, whose submission is determined to be in the best interest of the Board. LDSB reserves the right to accept any tender, in whole or in part, that it feels most fully meets the evaluation criteria, therefore the lowest cost bid or any bid may not necessarily be accepted.

Selection of Bidder

Notice of selection by LDSB to the successful Bidder will be in writing. The successful bidder shall satisfy any other applicable conditions of this RFT within seven (7) days of notice of selection. This provision is solely to the benefit of LDSB and may be waived by LDSB at its sole discretion.

Failure to Enter into Agreement

In addition to all of LDSB's other remedies, if a selected bidder fails to execute the Agreement or satisfy any other applicable conditions within seven (7) days of notice of selection, LDSB may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that bidder and proceed with the selection of another bidder.

Notification of Award

All bidders will be notified in writing of the outcome of the procurement process, after the award of the contract.

Contract Award

A "Form of Agreement" will be issued to the successful bidder (known as "contractor" herein) upon notification of contract award. LDSB Standing Purchase Order will be issued to the awarded contractor.

No other contract, agreement, or other documentation outside of this request and Lakehead District School Board purchase order, will be signed or required by the contractor, its employees, agents, sub-contractors or others associated with the supplier, in order to provide the goods and services requested in this procurement document. The contractor will not enforce any terms or conditions beyond the terms and conditions of this request. Evergreen clauses will not be enforced or applied to this contract.

Misrepresentation or Inaccurate Information

The Board, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to the successful bidder in the event that the Board determines that the successful bidder made a misrepresentation or submitted any inaccurate or incomplete information in its submission.

SECTION 3: SCOPE OF WORK

3.1 EQUIPMENT

The Contractor will supply all equipment necessary to carry out tender requirements.

3.2 SERVICES TO BE PROVIDED

- The Contractor shall carry out preventative maintenance duties at Armstrong Public School and Teacherage inspections in Armstrong, ON. Additional direction for other duties is to be taken from school Principal.
- Maintenance will be based upon Appendix A: Schedule A - School Maintenance Schedule; and Schedule B - House Maintenance Schedule. The Contractor shall be responsible for carrying out work as specified in these schedules.
- A copy of the completed Monthly Inspection Report - Schedule A, is to be initialed and given to the Principal and Property Services Manager upon completion. A copy of the completed House Maintenance Checklist – Schedule B, is to be initialed and sent to the Property Services Manager. By completing monthly checks, the Contractor is expected to monitor and assess building needs, including Teacherages.
- In the event of an emergency, the Contractor may be called in to carry out emergency repairs and shall be paid for that work on a quoted hourly/contract base.
- The Contractor shall notify the Principal and appropriate administration when materials are required to perform necessary repairs. Notification in advance shall be given for inventoried Board supplied materials such as bulbs, filters, belts, etc. Arrangements will then be coordinated with LDSB Purchasing Department to have those materials delivered in a timely manner on-site.
- All items requiring repair are to be fixed correctly and/or replaced if necessary (i.e. changing seals in leaking toilets) to ensure suitable function.
- Water is to be run over holidays and weekends to ensure proper flushing of lines.
- Snow removal is to be done in a timely manner in the driveways of all Teacherages (vacant or non-vacant) and should allow for 2 vehicles to park beside each other. Stairs will not be required to have snow removed as that responsibility defers to the tenant.
- Clearing of snow and ice to form a path to propane tanks at the Teacherages is required.
- The Contractor shall complete all the necessary paper work and return to the Principal or appropriate Board administration staff in a timely manner. The Contractor shall log all maintenance activities and meet with the Principal regularly to discuss any issues at the school. The contractor shall be in contact with the Manager of Property services regularly to discuss any issues.
- Items of safety concern must be done promptly. The contractor is to confirm with school's Principal to determine most appropriate time to preform correction of safety issues. Other routine maintenance issues will be done after school hours or on weekends.
- All materials and/or equipment shall be applied and/or installed in strict accordance with the original manufacturer's requirements.
- Any materials and/or equipment other than the brand of manufacture in use or specified, which is delivered to the site or installed without the Board Designee's written approval shall be removed at the expense of the Contractor. The material and/or equipment shall be replaced without additional cost to the Board.
- Prompt clean-up is to occur at any worksite on property

3.3 OTHER INFORMATION

Student Help

Pupils are not permitted to assist the Contractor during or after school hours except when directed by the Principal.

Health & Safety

The Contractor shall be responsible for all Health and Safety training of their employees and for ensuring that he/she is in compliance with the Occupational Health and Safety Act.

Fire

The Contractor shall take every precaution against fires being accidentally ignited in and around the school.

Supervision

Provide proper supervision to ensure satisfactory performance by the Contractor's employees. The Contractor will be responsible for instructing and training all of their staff and providing detailed lists of duties for each employee's area of responsibility. The Contractor shall ensure the satisfactory completion of all duties of their employees.

Miscellaneous

The Board reserves the right to call for competitive tenders for extra work that the Board feels is outside of this maintenance contract. The Board will be sole judge of that determination.

3.4 INSURANCE

The contractor shall take out and keep in force until the date of acceptance of the entire services by the Board, a comprehensive policy of public liability and property damage insurance (in the amount of \$2,000,000) acceptable to the Board. The awarded contractor shall use and submit LDSB's Certificate of Insurance form – Appendix G.

The Contractor will be responsible for instructing and training all of their staff and providing detailed lists of duties for each employee's area of responsibility. The Contractor shall ensure the satisfactory completion of all duties of their employees.

3.5 WSIB

Only the successful bidder must provide a Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB) 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 fulfilment of the award requirements.

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

SECTION 4: MANDATORY EXPECTATIONS & PERFORMANCE OF AWARDED CONTRACTOR

4.1 POLICE RECORDS CHECK

In accordance with Ontario regulations regarding the Safe Schools Act, LDSB will require a Police Records Check or proof of application including vulnerable sector, for the successful service provider, and/or service providers who have employees that come into direct contact with students. Failure to provide this documentation will result in disqualification of the bid.

4.2 CONTRACTOR PERFORMANCE

The Principal and/or LDSB Property Services Manager shall be the judge of the adequacy and completeness of all work done by the contractor throughout the life of the contract. Below are the mechanisms of how the contractor will be monitored and the Board's expectations.

Performance Review

Contractor performance will be evaluated either by on-going 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 Contractor. Evaluations for performance and all documentation will be kept on file by LDSB.

Non-Performance

The Board reserves the right to hire services outside the terms of this contract if the Contractor is unable to perform the work as required. In this event, the contractor will be responsible for any and all charges that the Board may incur. Performance shall be deemed the essence of this contract.

The Board reserves the right to terminate the contract if service is unsatisfactory.

SECTION 5: TENDER EVALUATION

The Bidder is responsible to ensure all requested requirements within the tender document are addressed in order to facilitate a full evaluation by the Board. Evaluations will be based on the following, but not limited to:

- Cost to LDSB
- List of Equipment or have access to, for completing emergency repairs
- References (each submission shall include completed References Form – Appendix D, and include two (2) references, preferably from contracts of similar size and complexity)

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APPENDIX A – SAMPLE FORM OF AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019.

BETWEEN:

THE LAKEHEAD DISTRICT SCHOOL BOARD

hereinafter called the "Board"
OF THE FIRST PART

AND

XXXXXXXX XXXXXXXX

hereinafter called the "Contractor"
OF THE SECOND PART

WHEREAS the Contractor is experienced in the Maintenance services business;

AND WHEREAS the Board tendered a Maintenance Contract for the purposes of Maintenance services in connection with the Lakehead District School Board at Armstrong Public School and the Teacherages;

AND WHEREAS the Contractor was the successful bidder and the Board has required as a result of awarding the Contract to the Contractor, that the Contractor enter into the within Agreement.

The Terms & Conditions, Scope of Work and Specific Requirements in Tender document #20-04T form part of the Contract.

CONSIDERATION

NOW THEREFORE THIS AGREEMENT WITNESSESS THAT, in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this Agreement, the parties agree as follows:

- 1.1 The Contractor herein agrees that the total price to be paid to him for this Contract is the sum of \$XX,XXX.XX payable in twelve monthly installments, not in advance subject always to satisfactory performance of the Contractor of his obligations herein, The twelve monthly installments shall be \$XXX.XX plus HST. A monthly installment shall be paid at the end of each month with the first installment to be paid on the 31st ' day of September, 20XX and thereafter monthly on the last day of each and every month up to and including the 31st ' day of August, 20XX when the final installment shall be paid.

DUTIES

2. 1 The Contractor acknowledges having read over the requirements for Maintenance Services in connection with the Lakehead District School Board at Armstrong Public School and the Teacherages as contained in Appendices annexed hereto and that he will a good and workmanlike manner during the term of this contract perform all Maintenance services, in connection with the Lakehead District School Board at Armstrong Public School and the Teacherages as set out in the said Appendices, in a diligent and professional manner.

- 2.2 In addition to the requirements set out in Appendices annexed hereto, the Contractor agrees to bide by and perform any further reasonable directions of the Board with respect to Maintenance services in the Lakehead District School Board at Armstrong Public School and the Teacherages.
- 2.3 If, in the course of carrying out its duties, the Contractor determines that it must retain the services of a subcontractor, the Contractor shall provide the name of such subcontractor to the Board for the Board's approval.

TERM

- 3.1 The term of the contract herein created is from the 1st day of September, 20XX, up to and including the 31st day of August, 20XX with the option for 2 one year extensions. The Board may terminate this contract at the end of any year if in its sole discretion; it deems the performance of the contractor to be unsatisfactory. Renewal of this contract will at the discretion of the Board, subject to requirements for Broader Public Sector procurement requirements.

SERVICES AND EQUIPMENT

- 4.1 All services rendered, as set out in Appendices annexed hereto, are the responsibility and at the expense at all times of the Contractor. The Contractor acknowledges and agrees that the Contractor will use such materials as directed and purchased by the Board, should the Board feel that certain types of materials are advisable.
- 4.2 The Contractor shall provide all of its own equipment to be used in the performance of its duties hereunder. The Contractor shall ensure that all such equipment is kept in good working order and shall maintain such equipment at its own cost to the satisfaction of the Board, In the event that such equipment is not maintained in satisfactory condition, or in the event that the Contractor's equipment frequently breaks down, the Board shall at its discretion, choose to either terminate this Contract or rent alternative equipment at the cost of the Contractor.
- 4.3 The Contractor shall at all times ensure that it and/or its employees and servants properly qualify to perform the services described hereunder, including without limiting the generality of the foregoing, hold all licenses, permits, approvals or certificates required to carry out these services under this Agreement. In the event that the Contractor or employees or servants do not have the proper licenses, permits, approvals or certificates, such failure shall be deemed to be a breach of this Agreement, and the Board shall at discretion retain an alternative Contractor to perform the work hereunder at the Contractor's cost until such time as the Contractor, its employees or servants obtained such licenses, permits, approvals or certificates, or terminate this Agreement immediately.

PERFORMANCE

- 5.1 If the Contractor shall fail, for any reason to perform any provision of this Agreement, then the Board may at its option perform that provision and upon doing so the Board shall be reimbursed upon demand for all sums paid or incurred in performing that provision and shall be paid such reasonable fee for performing the provision as would be charged by an independent third party. Should this paragraph be implemented, such reimbursement may be obtained by setting off such expenses as against any payments due to the Contractor hereunder.

NON-PERFORMANCE

- 6.1 No covenant or condition of this Agreement may be waived except by the written consent of the Board and forbearance or indulgence by the Board in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the Contractor and until complete performance by the Contractor of the covenant or condition, the Board shall be entitled to revoke any remedy available to the Board under this Agreement or by law, despite the forbearance or indulgence.

REMEDIES

- 7.1 Upon default by the Contractor under the terms of this Agreement, and at any time after the default, the Board shall have all rights and remedies provided by law and by this Agreement.
- 7.2 No delay or omission by the Board in exercising any right or remedy shall operate as a waiver of them or of any other right to remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, the Board may remedy any default by the Contractor in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Contractor. All rights and remedies of the Board granted or recognized in this Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.

RELATIONSHIP WITH THE PARTY

- 8.1 The relationship between the parties hereto is not, and shall not be deemed to be, an employee/employer, partner or joint venture relationship for any purpose whatsoever, but rather the relationship between the parties shall be that of an owner/independent contractor, It is expressly understood that each party does not, in any way or for purpose, by virtue of this Agreement become an employee Of employer of the other party or partner of the other party in the conduct of either party's business, or otherwise, or joint venture or member of a joint enterprise with the other party, Any payment under this Contract is payment in consideration for services provided pursuant to the terms of this Contract and is not and shall not be deemed to be, payment of wages or salary in the course of employment.

COSTS AND LEGAL EXPENSE

- 9.1 The Contractor agrees to pay all costs and expenses (including legal fees on a solicitor and their own client basis) of the Board incurred with respect to any proceedings taken for the purpose of enforcing the rights and remedies of the Board.

NON-ASSIGNMENT

- 10.1 This Agreement is not assignable without the prior written consent of the Board. Any attempt to assign any of the rights, duties or obligations of the Agreement without written consent is void.

OBLIGATIONS OF PARTY SURVIVING TERMINATION

- 11.1 Notwithstanding the termination of this Agreement for any cause, the obligations of the Contractor pursuant to this Agreement shall survive any such termination and shall remain in force until discharged.

EARLY TERMINATION FOR CAUSE

- 12.1 Should the Board, in its absolute discretion, determine that the Contractor is not performing all of its obligations pursuant to this Agreement, the Board may in its absolute discretion, upon twenty days' notice, terminate this Contractor and upon such termination, subject to the Board's remedies for non-performance and any other damages that may incur, this contract shall be null and void and all obligations of the Board to pay the Contractor shall be at an end.

ACCESS TO BUILDING AND PROPERTY

- 13.1 While this Agreement grants to the Contractor the right of access to the Lakehead District School Board at Armstrong Public School, the Teacherages and its surrounding lands, the Board may in its absolute discretion, limit the times for access and may in its discretion prohibit access on designated days or times as it sees fit from time to time. Notwithstanding the foregoing, the Contractor shall perform all of its obligations pursuant to this Agreement. The Contractor shall provide a Police Criminal Record for each person involved in fulfilling the terms of this Contract.

LIABILITY INSURANCE AND WORKERS COMPENSATION

- 14.1 Prior to the Board clearing the conditions of draft plan approval and thereafter at all times during the currency of this Agreement or any amendment or extension thereof at its own expense, the Contractor shall take out and keep in force until the date of acceptance of the entire services by the Board, a comprehensive policy of public liability and property damage insurance acceptable to the Board providing insurance coverage as follows:

Limit of Liability

\$2,000,000.00 inclusive limit for bodily injury or death to one or more persons or damage to property of other arising from anyone accident or anyone occurrence and such policy shall name the Board as an additional insured thereunder and shall protect the Board against all claims for all damage or injury including death to any person or persons and for damage to any property of the Board or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of its servants or agents during the execution of this Agreement and the Contractor shall before commencement of the work deliver a certified copy of the policy or a certificate thereof to the Board. Such insurance shall contain a Cross Liability Clause stating that such insurance shall remain in force and not be amended, cancelled or allowed to lapse without thirty (30) days prior written notice being given to the Board. In the event of default by the Contractor in the payment of any premiums for such insurance, the Board may pay the same and charge the same to the Contractor in addition to any other remedy available to the Board with respect thereto. Where any such payment is made, the Board shall be repaid by the Contractor within the ten (10) days after notice therein in default; such costs shall bear interest at the rate equal to two percent (2%) per annum above the prime lending rate of the Board's chartered bank at that time.

- 14.2 The Contractor shall before the commencement of the work, deliver a certified copy of a Clearance Certificate in the name of the Contractor, for Maintenance services, from the Workplace Safety and Insurance Board.

TIME OF THE ESSENCE

- 15.1 Time is of the essence of this Agreement and if either part shall fail to perform the covenants on its part to be performed at the times fixed for performance under the terms of this Agreement, the other party may elect to terminate the Agreement.

NOTICES

- 16.1 Any notices under this Agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in a Canadian Post Office, addressed, in the case of notice to the Board to:

2135 Sills Street
Thunder Bay, Ontario
P7E 5T2

and in the case of notice to the Contractor to:

P.O. Box XXX
XXXXXXXXXX, Ontario
XXX XXX

or to any other address as may be designated in writing by the parties and the date of receipt of any notice by mailing shall be deemed conclusively to be three (3) days after the mailing.

LAWS AND REGULATIONS

- 17.1 The Contractor agrees that it is their expense to comply with all provincial, federal or municipal laws and regulations and any other governmental ordinances as may be applicable in the performance of the Contractor's obligations herein.

VALIDITY AND INTERPRETATION

- 18.1 It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

APPENDIX A – SCHEDULE A (MONTHLY SCHOOL MAINTENANCE CHECKLIST)

MONTHLY SCHOOL MAINTENANCE CHECKLIST

Date: _____ Initial: _____

1. Roadways and Parking Lots

- Positive Drainage
- Is Surface Sound
- Well Lighted
- Parking Area have tire stops

2. Site Appearance:

- Grass cut
- Brushing required
- Depressions or tripping hazards
- Is erosion control needed (i.e., Beams, swales, inlets)
- Leaves or debris against building walls
- Rodent control required?

3. Site Utilities:

- Are transformers clearly identified and secure
- Are overhead power supplies free of limbs and other obstructions

4. Exterior Appearance:

- Are painted surfaces well maintained?
- Is building graffiti covered?
- Are there bird droppings, discoloration?

5. Playground Equipment:

- Are stanchions and supports firmly secured and stable?
- Are shackles, chains and other attachments in place and secure?
- Are nuts and bolts unevenly work or rusted?
- Are there depressions or deep holes beneath equipment?
- Complete Monthly Playground Inspection Sheet.

6. Exterior Structural Conditions:

- Foundation: check for settlement and moisture penetration, Check exterior grade for ponding at walls,
- Floors on grade: Check for cracks, movement, and water penetration,
- Structure: Check for movement
- Walls: Check for cracks
- Building Projections: Porches, columns, supports, stairways and railings

7. Gutters and Downspouts:

- Check gutters for breaks, open joints and sags
- Check downspouts for connection to gutters, check attachments and fasteners
- Are gutters, spouts and rain leaders clean and flowing?
- Are splash blocks correctly positioned, is area eroded

8. Windows and Caulking:

- Windows-Sills movement; openings around sash; glass for chips, cracks and tightness; hardware: proper operation of slide; caulking
- Screens-openings and fastening devices

9. Sidewalks:

- Broken, cracked, spalling, subsided or uneven surfaces
- Positive drainage from low lying areas
- Handicapped accessibility; curb cuts, ramps
- Railings and barriers in place and securely fastened

10. Entryways and Exit Doors:

- Hardware - Locks, hinges, panic devices, latches, closures, striker plates
- Frame - Alignment with door, weather seals, caulking
- Operation: Will doors open freely

11. Roof Conditions:

- Metal Roof: Inspect for missing, broken or lifted metal panels, connectors
- Check all flashings

12. Interior Appearance:

- Overall cleanliness and sanitation
- Clean, bright and cheerful

13. Floors:

- Tile: broken, cracked, missing
- Carpet: torn, ridging, seam separation, edging, threshold strips at doors, threadbare

14. Walls:

- In need of painting
- Are they structurally sound

15. Interior Doors:

- Hardware - Locks, hinges, panic devices, closures, striker plates, door stops, silencers
- Surfaces - Veneer separation, paint, splintered
- Frame - alignment with door
- Operation: Do doors open and close freely

16. Ceilings:

- Tiles-stained, missing or broken
- Plaster, other - Are surfaces sound, flaking, cracking, moisture damaged. Need painting.

17. Electrical Distribution:

- Are there sufficient numbers of outlets? Are they functional?
- Is there ground fault interruption in wet areas?
- Are light switches working, properly wired and grounded?
- Are there extension cords in use, are they approved?
- Are circuits overloaded
- Is all wiring properly enclosed?

18. Lighting:

- Ballast or bulbs needed, replace were required
- Diffusers or lens missing or broken
- Wiring properly enclosed

19. Fire and Safety:

- Exits: Are they clearly marked. Fully illuminated, unobstructed?
- Extinguishers - Missing, discharged, outdated, identified?
- Combustible Materials: Chemicals inventoried, identified, properly stored?

- ___ Smoke Containment Doors - Fire rated, automatic actuators functioning.
- ___ Fire Drills: Are they being documented

20. Equipment Rooms:

- ___ Are equipment/mechanical rooms clearly defined and not cluttered, not used as storage rooms
- ___ Is machinery identified?
- ___ Is PM being performed and recorded?
- ___ Are disconnects available?
- ___ Are guards and safety devices in place

21. Ventilation Equipment:

- ___ Filters in need of service
- ___ Heating & Cooling coils dirty or leaking
- ___ Ductwork in need of cleaning or repair
- ___ Instrumentation broken or inoperable
- ___ Pneumatic/Electrical lines disconnected, broken
- ___ Drive belts frayed, broken, improperly sized
- ___ Pulley and shafts out of alignment or in need of lubrication
- ___ Safety guards, shields, etc. missing or broken
- ___ Water/steam piping leaking, uninsulated, unidentified
- ___ Actuators and linkage broken or obstructed
- ___ Outside air intakes obstructed
- ___ Clean all wall heater filters monthly. Replace all air exchanger ventilation system filters monthly or more frequently if required.
- ___ All ventilation system grills shall be cleaned two times each year. This service shall be performed during Christmas Recess and Summer Recess.

22. Electrical Service:

- ___ Underground ducts and manhole free of water and debris
- ___ Access limited to authorized persons
- ___ Condition of cable fireproofing, cable supports and ground connections
- ___ Location of duct runs documented and marked
- ___ Supply and service panels clearly marked including all breakers
- ___ Overloads or piggy-backing
- ___ Inventory of critical breakers, fuses, etc. on hand
- ___ PCB's

23. Plumbing:

- ___ Piping for leaks, corrosion, insulation, marking
- ___ Valves for leaks, operation, marking
- ___ Main incoming supply flushometers, faucets, etc. for leaks and operation
- ___ Hot water heaters for safety relief, proper temperature and controls
- ___ Backflow prevention on all hose bibs, service sinks
- ___ Dry taps and floor drains
- ___ Sanitary waste lines properly vented
- ___ Hot water temperature at hand basins
- ___ Water running during winter months, including holidays and weekends

General Maintenance:

- ___ Tighten screws and bolts; adjust furniture, school desks, etc.
- ___ Adjust, repair or attach window shades or rollers.
- ___ Replace electrical fuses as required,
- ___ Replace or repair curtain rods,
- ___ Replace light switches and cover plates.

MISCELLANEOUS MINOR MAINTENANCE SERVICES

- ___ Replace U-Ground receptacles and cover plates,
- ___ Replace burned out bulbs and ballasts inside and outside the building,
- ___ Tighten or refasten screws and bolts on doors, windows, closers, etc.
- ___ Repair door knobs, hinges, closers, door holders, etc.
- ___ Repair fence boards, wire fencing and backstops.
- ___ Adjust door checks or closers.
- ___ Replace water tap or valve washers and seals.
- ___ Regulate valves for water flow (drinking and flush)

APPENDIX A – SCHEDULE A (MONTHLY INSPECTION REPORT)

MONTHLY INSPECTION REPORT		Month of: 20__
Exterior		Work Required
Walkways		
Equipment		
Building		
Lighting		
Yard		
Storage Shed		
Interior		
Emergency Lights		
Alarm Bell		
Electrical		
Lighting		
Washrooms		
Floors		
Walls		
Plumbing		
Windows/Doors		
Heating		
Other		

Sample ONLY
For Your Information

Principal's Comments: Please list the location of where and what repairs are required.

Date: _____

Maintenance Signature _____

Date: _____

Principal's Signature _____

APPENDIX A – SCHEDULE B (HOUSE MAINTENANCE CHECKLIST)

HOUSE MAINTENANCE CHECKLIST

Date: _____ House #: _____ Initial: _____

Monthly:

- ___ Drain 2 gallons of water from water heater to remove sediment from bottom of tank
- ___ Test smoke alarms and carbon monoxide detectors
- ___ Inspect Fire Extinguisher
- ___ Inspect chimney for creosote buildup and clean as necessary
- ___ Check stovepipe for corrosion and holes and replace if necessary
- ___ If teacherage is occupied, solicit information from tenants regarding any necessary repairs

Spring:

- ___ Check Oil burner, clean the burner of lint and vacuum air passages to burner.
- ___ Check exhaust fan and air-shutter openings for dirt and dust. Change the furnace filters as required.
- ___ Inspect heating system's fan belt, adjust or replace as necessary
- ___ Check gutter and downspout for debris and remove debris as necessary
- ___ Check gutter and downspout alignment to be sure rainwater is collected properly and drains away from the house. Be sure mountings are secure.
- ___ Replace gutter and downspouts as necessary
- ___ Check latches and pivots on storm windows or loose connections for signs of wear. Replace worn or loose parts
- ___ Manually open safety valve (temperature-pressure-relief valve) at top of hot water tank to test operation; wear gloves and use a bucket to catch water as it comes out. Be sure the valve returns to its original position.
- ___ Inspect grading around house to be sure water drains away from the house on all sides
- ___ Clean out any debris or leaves that have filled or blocked doorways, window wells and storm drains
- ___ Check painted surfaces for paint failure, water damage or mildew, repair paint
- ___ Inspect condition of caulking and where necessary, re-caulk
- ___ Check for broken windows or cracked glass and damaged screens or storm windows
- ___ Examine all hardware on windows and doors. Lubricate moving parts
- ___ Check weather stripping on windows and doors for damage and tightness of fit
- ___ Examine flashing around chimneys, vent stalks and roof edges
- ___ Check weather stripping on windows and doors for damage and tightness of fit, replace as necessary
- ___ Inspect the condition of wiring in exposed areas such as the attic
- ___ Check deck to ensure safety, replace boards as necessary

Fall:

- ___ Remove cover on thermostat, and dust components carefully with soft brush.
- ___ Clean wood stove
- ___ Check chimney for worn flue liner or joints and for birds' nests or obstructions
- ___ Close shutoff valves to outside faucets and waterlines, drain
- ___ Remove debris from gutters and downspouts

- ___ Check gutter and downspout alignment to be sure rainwater collects properly and drains away from the house
- ___ Manually open safety valve (temperature-pressure-relief valve) at top of hot water tank to test operation; wear gloves and use a bucket to catch water as it comes out. Be sure the valve returns to its original position.
- ___ Make sure waterlines and hose bibs are protected from freezing
- ___ Check weather stripping on windows and doors for damage and tightness of fit, replace as necessary
- ___ Check vents and louvers for free air movement. Clean screens.

Winter:
(Nov.1-May1)

Weekly

- ___ Check vacant teacherages to ensure no frozen pipes and adequate supply of fuel oil and propane.

Yearly:

- ___ Clean smoke alarms by pulling cover steadily downward. Remove the power cell. Vacuum any accumulated dust. Replace battery and test.
- ___ Lubricate heater blower motor and fan with one or two drops of oil.
- ___ Clean electric space heater. Be sure dust and dirt are not on heating coils.
- ___ Inspect flashing around chimneys, vent stalks and roof edges.
- ___ Check all joints, ceramic tiles and laminated plastics.
- ___ Check caulking around sinks, bathtubs and showers
- ___ Check to determine if septic system needs pumping
- ___ Check exterior siding, repair as necessary
- ___ Inspect for mice/rodents in occupied and vacant teacheridges

A completed report for each housing unit must be completed and submitted to the LDSB Property Services Manager after inspection.

APPENDIX B – FORM OF OFFER

REQUEST FOR TENDER

FOR

#RFT20-04T

MISCELLANEOUS MINOR MAINTENANCE SERVICES

For Lakehead District School Board
Armstrong Elementary School
Armstrong, ON

Submitted by:

LATE SUBMISSIONS WILL NOT BE ACCEPTED
SUBMISSIONS RECEIVED BY FAX, E-MAIL, TELEPHONE, OR ANY OTHER ELECTRONIC DEVICE WILL NOT BE ACCEPTED
THE LOWEST OR ANY TENDER WILL NOT NECESSARILY BE ACCEPTED

APPENDIX B – FORM OF OFFER

Each Submission **must** include a Form of Offer completed and signed by an authorized representative of the Bidder together with the requirements of the RFT document.

1. Company Information

COMPANY NAME: _____

2. Offer

The Bidder has carefully read and examined the RFT document and has a clear and comprehensive knowledge of all terms and conditions required under the RFT. By submitting a response to this RFT, the Bidder agrees and consents to all terms, conditions and provisions of the RFT, and agrees to provide the goods and services in accordance with the Specifications provided, at the prices set out in Appendix E – Cost Summary Sheet, if selected for an award of contract.

3. Submission Package

The Bidder has completed and included as part of their submission: Appendix D – References, Appendix E – Cost Summary Sheet and Appendix F - Equipment required all in accordance with the requirements of the Tender Document.

4. Invoicing & Payment

The Bidder is deemed to have read and accepted all terms in regards to Invoicing and Payment.

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.

Number of Addenda Acknowledged (#'s)	
---	--

6. Bid Irrevocable

The Bidder agrees that its Submission shall be irrevocable for sixty (60) days following the Submission Deadline.

7. 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 to Lakehead District School Board to the Boards advisers retained for the purpose of evaluating or participating in the evaluation of this Submission.

APPENDIX B – FORM OF OFFER CONTINUED

8. 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 RFT.

INSTRUCTIONS TO BIDDER: 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 in the form prescribed by LDSB.

9. 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 RFT 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 _____, 2019.
(Date) (Month)

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

APPENDIX B– FORM OF OFFER CONTINUED

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.

Printed Name & Title of Bidder Representative		Printed Name of Witness	
Signature of Bidder Representative		Signature of Witness	
Date:			
E-mail of Representative:			
Phone Number of Representative:			
I have authority to legally bind the company			

Intentionally Left Blank

APPENDIX C – SUBMISSION LABEL

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

Bidder to complete the following:

(Full legal name and address)

NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

RFT SUBMISSION:

#RFT20-04T

MISCELLANEOUS MINOR MAINTENANCES SERVICES

SUBMISSION DEADLINE:

Closing Date: Wednesday, August 28, 2019

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

**TO: Lakehead District School Board
Armstrong Elementary School
112 Queen Street, 1 – Hwy 527
Armstrong, ON P0T 1A0
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 RFP Submission Return Label between the hours of 8:30 a.m. and 4:00 p.m. local time (Eastern Time Zone), 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.

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

APPENDIX D – REFERENCES

Complete references requested, as well as include a list of current and previous clients, complete with contact information. The Board may contact any of the previous clients to review performance.

Reference #1	
Organization Name	
Contact Information for person at Organization including: name, telephone number, e-mail address, and mailing address.	
Current State of Contract or End Date of Contract	
A description of the nature of the services (e.g. number of buses, number of routes, whether it is a rural or urban environment)	

Reference #2	
Organization Name	
Contact Information for person at Organization including: name, telephone number, e-mail address, and mailing address.	
Current State of Contract or End Date of Contract	
A description of the nature of the services (e.g. number of buses, number of routes, whether it is a rural or urban environment)	

Previous/Current Clients (with contact information):

1. _____
2. _____
3. _____
4. _____

APPENDIX E – COST SUMMARY SHEET

NAME OF BIDDER: _____

Rate	Year 1	Year 2	Year 3
Annual Cost	\$ _____	\$ _____	\$ _____
HST	\$ _____	\$ _____	\$ _____
Total Annual Cost	\$ _____	\$ _____	\$ _____
Hourly Labour Rate: \$/Hr	\$ _____	\$ _____	\$ _____
3-YEAR TOTAL ANNUAL COST	\$ _____		

INSTRUCTIONS

- a) Rates shall be provided in Canadian Funds, exclusive of all applicable duties and taxes;
- b) HST is to be shown as extra;
- c) Rates quoted by the Bidder must be all inclusive; and
- d) Pricing for the three total years must be quoted.

APPENDIX F – EQUIPMENT

NAME OF BIDDER: _____

Provide a list of equipment you own, or have access to, in order to carry out duties, or emergency repairs as outlined in this document.

DESCRIPTION & TYPE OF EQUIPMENT

APPENDIX G – 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):		#RFT20-04T – Misc. Minor Maintenance Services		
Description of Contract:				
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