Lakehead Public Schools

SNOW PLOWING, SANDING & REMOVAL SERVICES
Request for Tender (RFT)

Contract Number: #RFT27-29

Submission Deadline:
Thursday, November 12, 2026, at 2:00:00 P.M. Local time

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

Issue Date: Thursday, October 29, 2026

Email Submission to:
Lakehead District School Board Purchasing Representative:
Gregory Adamo, Buyer

Email: Gregory_adamo@lakeheadschools.ca

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.lakeheadschools.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 snow plowing, sanding and removal 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 retain a qualified contractor to perform snow plowing, sanding and removal to ensure sufficient plowing services and equipment are in place to keep the school safe and free from obstruction of snow throughout the winter season.

Contract
The successful contractor will be required to enter into an Agreement with LDSB for a period of one (1) year commencing on or about September 1, 2026 with the option to renew this agreement, at the discretion of the Board, for four (4) 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 INFORMATION & CONTRACT NOTIFICATION

2.1 GENERAL INFORMATION AND INSTRUCTIONS

RFT Submission Timetable
The following is the schedule for this RFT. "Time" indicated is represented in Thunder Bay "Local Time".

Events	Dates and Times
Issue Date of the RFT	Thursday, October 29, 2026
Bidder's Deadline for Questions	Wednesday, November 4, 2026 4:00:00 p.m. local time
Deadline for Issuing Addenda	Thursday, November 5, 2026 4:00:00 p.m. local time
Tender Submission Deadline – Armstrong Elementary School, Armstrong	Thursday, November 12, 2026 2:00:00 p.m. local time
Award	Issue Date – Time of Award Friday, November 13, 2026

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: Gregory Adamo, Buyer, by email (gregory_adamo@lakeheadschools.ca) no later than **4:00:00 p.m., Wednesday, November 4, 2026.** 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, Vendor Bid Opportunities site located in the "About" > "Community" section at www.lakeheadschools.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.

Site Visit & Sketches
Optional site visit(s) for interested bidders to familiarize themselves with the location, note any potential obstructions and its individual requirements affecting completion of work, is strongly encouraged. By submission of this tender, it is understood that bidders have examined, assessed and/or is aware of all conditions of the site in forming their bid.

A complete list of site sketches is available for snow plowing and sanding only, by e-mail request only from: Gregory Adamo, Buyer, by email (gregory_adamo@lakeheadschools.ca). LDSB has made every effort to ensure accurate representation has been diagrammed for the location. This information provided is Soley to be used as a guideline for bidders.

Submission Instructions
Email submissions to: gregory_adamo@lakeheadschools.ca

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 C
c) Cost Summary Sheet – Appendix D
d) Equipment – Appendix E

Tenders must be submitted to **Lakehead District School Board** between the hours of 8:30 a.m. and 4:00 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, 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.

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 fthe 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 SPECIFIED MATERIAL

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

3.2 SERVICES TO BE PROVIDED

- Snow plowing, removal and sanding operations shall include, but are not limited to, the school parking area and fire road outside school perimeter, including removal of snow from propane tank compound filling and vaporizer areas. Snow plowing at the school will be done first, then the driveways of the 8 Teacherages. Refer to the sketches for further details. Snow haulage may be required and it will be the contractor's responsibility to arrange dumping locations off site.

- Snow plowing will be automatic and begin immediately upon accumulation of 2”/51 mm of snow or when requested by the school’s Principal. All plowing is to be done outside of school hours unless otherwise asked for. The contractor is to confirm with staff when the Teacherage driveways will be plowed. The contractor is responsible for determining snow accumulation and actively monitoring snow events and conditions as response time is critical to the management of this contract.

- The contractor will plow snow from driveways, parking lot, fence gates, bus and emergency exit routes, to be pushed in designated areas that will not impede vehicular and pedestrian traffic. Snow is not to be piled against any buildings, sheds, fences, playground equipment, parked vehicles or other areas that had been previously designated on the site diagram.

- The Contractor shall, following every snow fall, remove snow from: propane tank compound filling and vaporizer areas, all parking lots, driveways, snow beside the school and fire routes on the school property. Snow is to be cleared from the ditches. The snow shall be removed to locations specified by appropriate Board personnel, prior to the arrival of staff and students at the beginning of the school day.

- The Contractor, when advised by appropriate Board personnel, shall remove the snow accumulation from the school roof.

- The Contractor shall sand driveways and/or parking areas after each plow, prior to beginning of school Monday or when requested to do so by the Principal.

- Plowing and removal operations are to be carried out between the hours of 5:00 p.m. and 7:00 a.m. Monday to Friday, or during the weekends. During severe storms, the Principal may request the contractor to clear snow so as to permit the safe entrance or discharge of pupils from the school.

- During the spring melt, snow/slush/water accumulation is to be removed to avoid flooding.

- A spring clean-up is required, this includes: sweeping accumulation of sand, removal of debris and any necessary raking at a date determined by the principal.

3.3 OTHER

Damages

All necessary precautions to prevent damage to the school must be taken. In the event damage does occur while performing any of the snow services by their equipment and employees, the contractor will be held responsible.

Any damages (including, but not limited to: curbs, trees, shrubs, sod tearing, fences, signs and buildings) must be

reported to the Principal. Repairs and a schedule of when those repairs are to be completed (as soon as weather permitting in most cases) must be agreed upon between the Contractor and LDSB Property Services Manager prior to commencement. Any repairs to buildings or fences must match existing structure.

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 they are in compliance with the Occupational Health and Safety Act.

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.

SECTION 4: SPECIFIC REQUIREMENTS

4.1 SNOW PLOWING AND REMOVAL SPECIFICATIONS

Bidders are requested to make their own site inspection to familiarize themselves with the actual job. Failure to do so does not relieve the Contractor of doing a proper and complete job. If there are any questions concerning the scope of the work, the Property Services Manager and Principal shall be contacted.

Any area deemed improperly plowed or incomplete should be corrected within eight (8) hours of notification or immediately after school.

4.2 PRICING
All prices must be quoted directly on Appendix D – Cost Summary Sheet. Prices are to show HST as Extra. Costing must be submitted based on a per occurrence price. There will be no allowance for other expense. Total pricing for 1 "Evaluated Year" must be quoted directly on the Cost Summary Sheet.

4.3 EQUIPMENT
Contractors are to provide a list of equipment that will be used in the performance of the contract in Appendix E. All equipment shall be in good mechanical condition. The Board reserves the right to cancel the contract if frequent mechanical breakdowns occur.

4.4 REFERENCES
Each submission must include Appendix C – References form.

4.5 PERFORMANCE REVIEW
Contractor 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 Contractor.

4.6 NON-PERFORMANCE
- The Board reserves the right to hire equipment 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.

4.7 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 F.

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.

4.8 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.

4.9 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.

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
- Equipment
- References (each submission shall include completed References Form – Appendix C, and include two (2) references, preferably from contracts of similar size and complexity

APPENDIX A – SAMPLE FORM OF AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2026.

BETWEEN:

THE LAKEHEAD DISTRICT SCHOOL BOARD

hereinafter called the "Board"
OF THE FIRST PART

AND

XXXXXXXXXX XXXXXXXX

hereinafter called the "Contractor"
OF THE SECOND PART

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WHEREAS the Contractor is experienced in the Snow Plowing, Removal and Sanding business;

AND WHEREAS the Board tendered a Snow Plowing, Removal and Sanding Contract for the purposes of Snow Removal and Sanding in connection with The Lakehead District School Board at Armstrong Public School;

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 #27-29 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 compensation under this Contract shall be based on the provision of snow plowing and sanding services on a per occurrence basis. The Lakehead District school Board shall pay the Contract the sum of $XXXXXX per plowing event, $XXXX per sanding event and $XXXX per snow relocation event, plus HST, not in advance subject always to satisfactory performance of the Contractor of his obligations herein. Invoices must be received by the Accounting Department within one week after the end of the month.

DUTIES

2.1 The Contractor acknowledges having read over the requirements for Snow Plowing, Removal and Sanding services in connection with The Lakehead District School Board at Armstrong Public School as contained in Appendices annexed hereto and that he will in a good and workmanlike manner during the term of this contract perform all the Snow Removal and Sanding services, in connection with the Armstrong Public School 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 abide by and perform any further reasonable directions of the Board in the Snow Removal and Sanding services of The Lakehead District School Board at Armstrong Public School.

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 ____ day of November, 2026, up to and including the 30th day of April, 2027 with the option for 4 one year extensions. The Board may terminate this contract at the end of any year at its sole discretion if it deems the performance of the Contractor to be unsatisfactory. Renewal of this contract will be 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 its 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 its 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 have obtained such licenses, permits, approvals or certificates, or tern1inate 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

Sample ONLY
For Your Information

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.

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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 any purpose, by virtue of this Agreement become an employee or employer of the other party or partner of the other party in the conduct of either party's business, or otherwise or joint venturer 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 Armstrong Public School 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:

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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 Snow Removing and Sanding 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 suf1iciently 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 XX
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.

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For Your Information

LAWS AND REGULATIONS

17.1 The Contractor agrees that it is his 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 1t 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.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the Board has hereunto caused its corporate seal to be affixed and attested by its proper officers authorized in that capacity and the Contractor has hereunto set their hand and seal.

SIGNED, SEALED AND DELIVERED
In the presence of

)
)
) THE LAKEHEAD DISTRICT
) SCHOOL BOARD
)
) Per:
) _____
)
)
) XXXXX XXXXXXXXX,
) Superintendent of Business
) Treasurer of the Board
) (I have the authority to bind the Corporation)
)
)
)
)
)
_____) _____
Witness) XXXXXXXX XXXXXXXXX.
)
)
)

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APPENDIX B – FORM OF OFFER

REQUEST FOR TENDER

FOR

#RFT 27-29

SNOW PLOWING, SANDING & REMOVAL SERVICES

For Lakehead District School Board
Armstrong Elementary School
Armstrong, ON

Submitted by:

LATE SUBMISSIONS 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 all other requested information all in accordance with the requirements of the RFT Document.

1. Company Information

Company Full Legal 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 D – Cost Summary, if selected for an award of contract.

3. Specification, Information, and Pricing Schedule

The Bidder has completed and included as part of their submission, Appendix D – Cost Summary & Appendix E – Equipment, together with specifications and information, all in accordance with the requirements of the procurement 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 prior to the Deadline for Issuing Addenda. The onus remains on the Bidder to make any necessary amendments to their Submission based on the addenda. The Bidder is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, "None":

Addenda #(s)	

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 RFT.

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 in the form prescribed by LDSB.

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 Ministry of Revenue for Ontario and that, in particular, all returns required to be filed under all 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 Ministry of Revenue 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 Ministry of Revenue.

Dated at this __ day of _____, 2026.

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.

Signature of Bidder representative	Name and Title
Date:	
I have authority to bind the Bidder	

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APPENDIX C – REFERENCES

Each Submission **must** include at least one reference.

Reference #1	
Organization Name	
Contact Information for person at Organization including: name, telephone number, e-mail address, and mailing address.	
Start Date of Contract	
Current State of Contract or End Date of Contract	
A description of the nature of the services	

Reference #2 (if applicable)	
Organization Name	
Contact Information for person at Organization including: name, telephone number, e-mail address, and mailing address.	
Start Date of Contract	
Current State of Contract or End Date of Contract	
A description of the nature of the services	

APPENDIX D – COST SUMMARY SHEET

Rate	Year 1
Snow Plowing Lot Price	$_____
Sanding Lot Price	$_____
Snow Relocation Price	$_____/HR
Hourly Labour Rate: $/Hr	$_____/HR

APPENDIX E – EQUIPMENT

The following is a list of equipment available to complete the work:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

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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):	**#RFT27-29 – Snow Plowing, Sanding and 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

Lakehead Public Schools

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. All procurement requests called for by Lakehead District School Board, also referred to as LDSB or the Board, will bind bidders to the terms and conditions herein set forth.

Where conditions within a procurement document are contrary to these Standard Terms and Conditions for Procurement Requests, the conditions specified in the procurement document will prevail.

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 is 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 at 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.

<u>DEFECTIVE/INFERIOR GOODS AND SERVICES</u>:

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@lakeheadschools.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.