

# **Request for Tender**

Tender #5085

Our Lady of Lourdes CES Parking Lot  
Redevelopment



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

**Questions: Tuesday, June 25, 2024 on or before noon local time**

**Closing: Tuesday, July 2, 2024 on or before 2:00:00pm local time**



## Contents

<b>General Instructions</b> .....	3
<b>Submission Instructions</b> .....	3
Form of Contract.....	3
Submittal of Tender .....	4
Conflict of Interest .....	5
HWCDSB Rights .....	6
Indemnification and Liability.....	6
Tender Closing Deadline .....	6
Examination and Site Visit .....	7
Questions During Bidding Period.....	7
Interpretation, Clarification and Addenda.....	7
Withdrawal of Bid by Bidders .....	8
Award.....	8
Protest of Bid Award.....	8
Debriefing.....	9
Sales Tax.....	10
Occupancy.....	10
Insurance.....	11
Scheduling.....	11
Order and Payment Process .....	12
Non Performance/Cancellation of Contract .....	13
Bankruptcy .....	13
Assignment/Subcontracting.....	14
Health and Safety.....	14
Accessibility for Ontarians with Disabilities Act.....	16
Scope of Work.....	17



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

## **General Instructions**

It is the sole responsibility of each potential vendor, past or present, to register with <http://hwcdsb.bidsandtenders.ca>. The Board is not responsible for any potential vendor, past or present, not being aware of any or all business opportunities.

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

All questions or requests for information related to this bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific bid opportunity by the date and time set out in this document. If you encounter problems using the portal, please contact the procurement representative:

Blaize DiSabatino

Purchasing Analyst

disabatinob@hwcdsb.ca

All questions & answers or clarifications will be posted in the form of an addendum. All addenda will be posted on the [hwcdsb.bidsandtenders.ca](http://hwcdsb.bidsandtenders.ca) website. It is the sole responsibility of each proponent to monitor the website for any and all addenda that have been issued.

## **Submission Instructions**

### **Form of Contract**

1. To obtain documents online please visit <https://hwcdsb.bidsandtenders.ca>. You can preview the bid documents with a Preview Watermark prior to registering for the opportunity.
2. Documents are not provided in any other manner.



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

3. Drawings, specifications and any other required information will be attached to this tender document.

## Submittal of Tender

1. All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.
2. To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity.
3. Tender submissions are to be **ELECTRONIC BID SUBMISSIONS ONLY**, shall be received by the bidding system. Hardcopy submissions not permitted.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted, as Bid transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time to complete your Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System’s web clock.

Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

Late Bids are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity.



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

4. The Hamilton–Wentworth Catholic District School Board may be referred to as the “Board” in this document.
5. The Board reserves the right to reject any or all tenders. The lowest tender will not necessarily be accepted due to school requirements and/or budget considerations. The Board reserves the right to accept any portion of any tender. “There is no guarantee that the services covered under this tender/RFP document will proceed or that any or all respondents will be selected. The Board assumes no responsibility for any costs incurred by any of the respondents to this request or of any subsequent responses to Requests for Proposals, unless otherwise noted.
6. The Tender Amount shall include the cost of all Sub-Contractors necessary to complete the work. The Board does not provide scaffolding, ladders or any other equipment that may be required. Access to the site must be coordinated through the building caretaker or Plant Department.
7. The bidding system will not accept late bids.
8. The Board reserves the right to reject qualified or conditional bids, i.e. bids which are submitted subject to a caveat added to the Form of Tender or under a covering letter or alterations to the Form of Tender.
9. All addenda must be acknowledged in the Bidding System in order to submit the bid.
10. Only electronic bid submissions will be accepted through the bidding system. Faxed or Email submissions are not acceptable.
11. Bids shall be irrevocable (ie. Open for acceptance from the Board) for a period of 90 days after the closing date of the tender.

## Conflict of Interest

1. No employee of the Board shall personally sell goods or services to the Board, nor have a direct or indirect interest in a company that sells goods or services to the Board. The Board may reject any tender submitted, or cancel any contract awarded, in contravention of this requirement.



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

## HWCDSD Rights

1. The Board reserves the right to alter the closing date of this tender or to cancel this tender without incurring any penalty or cost. The Board also reserves the right to cancel this competition at any point in the process without providing reasons for such cancellation, and to reject all or any of the responses.

## Indemnification and Liability

1. The bidder agrees to indemnify and save harmless the Board, their directors, officers, trustees, employees, members and other agents from and against all claims, demands, losses, costs, actions, suits, expense judgments or damages on account of injury to persons, including death or damage to property in any way caused by the negligence of the Bidder, its servants, agents or employees related to or arising out of programs or other matters to which an awarded contract pertains. This would include all legal expenses and costs incurred by the board in defending any legal action pertaining to the above. All representatives, indemnifications and warranties will continue in force indefinitely after the expiration or termination of this contract. The contract shall not contain any limitation of liability in favour of the Proponent other than limited liability to direct damages.

## Tender Closing Deadline

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

In order to deal fairly with all tenders received, The Board has set the following policy:

**Only tenders electronically via the bidding system by the deadline shown under the terms and conditions of that tender will be accepted.**

Tender Closing Date

**Tuesday, July 2, 2024**

**2:00:00 p.m.**



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

## Examination and Site Visit

1. Proponents are responsible for ensuring the completeness of all aspects of this RFT and their Proposal. Any errors, omissions or ambiguities discovered prior to the submission deadline should be reported immediately through the Submit a Question feature in the bidding system.
2. Bidders will be held responsible to have visited and examined the site prior to tender closing. They shall have satisfied themselves as to the conditions of the site, the means of access to it and the nature and quantity of work required. No allowance will be made for any error or neglect in complying with the above.
3. There will be a mandatory walk through held on:

**Wednesday, June 19, 2024**

10:00am at Our Lady of Lourdes CES. Meet at Main Office Doors and sign in.

## Questions During Bidding Period

1. Neither the Board nor its agent shall be responsible for any instructions or information given to any vendor verbally. Any questions and/or requests for clarification regarding this tender document shall be made in writing only by Tuesday, June 25, 2024 at 12:00:00pm (noon), via Bids & Tenders. Questions related to this bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific bid opportunity.

## Interpretation, Clarification and Addenda

1. The Board reserves the right at any time prior to the closing time:
  - To withdraw or cancel the tender
  - To extend the time for the submission of bids; or
  - To modify these instructions, the Form of Tender, the Specifications, or the Description of the Project, work or supply

By the publication of an Addendum or other notice, and the Board shall not be liable for any expense, cost, loss or damage incurred or suffered by any Bidder (or any other person) as a result of its so doing.



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

2. All Addenda will be issued in writing and shall become part of the Contract Documents and must be considered in determining the bid prices. The Board shall not be bound by any oral instruction, amendment, clarification, information, advice or suggestions from any member of the Board's staff or Consultant to the Board. Bidders shall acknowledge receipt of Addenda in the electronic submission via the bidding system.

### Withdrawal of Bid by Bidders

1. Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

### Award

1. The Board reserves the right to award the contract in whole or in part to one or more vendors according to their requirements. The Board also reserves the right to award the contract to one vendor, considering total cost (not individual unit pricing) if in the best interest of the Board.
2. Where in the view of the Board, an insufficient number of bids have been received, the Board may cancel and re-issue the Tender (on the same or revised terms from the original request).
3. Consideration of the awarded bid is given to the Bidder's qualifications and reliability, quality of goods and services offered, performance, serviceability and special or extra costs involved therein, proposed enhancements to minimum specifications (provided all base specifications have been met), delivery times, backorder history and minimum order requirements.
4. Each participant will be responsible for the issuance of the Purchase Order or Contract to the successful Bidder in accordance with the terms and conditions set out in these instructions, the specifications, and applicable Addenda and any other related documents.

### Protest of Bid Award





Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

1. To maintain integrity of the process, a Bidder who believes they have been treated unfairly or wishes to dispute the award of the contract resulting from this Tender process may take the following steps:
2. State the nature of the protest in writing giving full details and history of the events leading to the protest and address the written protest to the Purchasing Department.
3. Issues that are not resolved to the satisfaction of both parties shall progress to the Manager of Procurement, which will be the final stage.
4. The Bidder shall not take any legal action until the process has taken its course. Time is of the essence, and all disputes or protests shall be communicated without delay and resolved in a timely manner.

## Debriefing

1. Proponents may request a debriefing after the notification of award. All requests must be in writing to the RFT Authority and must be made within thirty (30) days of the notification of award. The intent of the debriefing session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities.
2. Any debriefing session provided is not for the purpose of providing an opportunity to challenge the pre-qualification or procurement process. The Board shall conduct such debriefing sessions in accordance with the Broader Public Sector Procurement Directive issued by the Management Board of the Cabinet (Ontario), as the same may be amended, replaced or updated from time to time.
3. Any debriefing request that is received after the thirty (30) day period to above will not be considered and the Proponent will be notified in writing.
4. Proponents should note that, regardless of the time of submission of a debriefing request by a Proponent, debriefings will not be provided until after award.
5. The Board will only identify any strengths or weakness in the Proponents submission. No information regarding other Proponents submissions will be disclosed.



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

## Sales Tax

1. Pricing information submitted by all Proponents must be in Canadian dollars (CAD). The prices submitted must represent the full amount chargeable for the provision of the Goods and/or Services including but not limited to (i) all applicable duties and taxes, excluding HST; (ii) all labour and material costs; (iii) all insurance costs; (iv) all other overhead including any fees or other charges required by Governing Law.

## Occupancy

1. The Bidder is expected to commence work on the site immediately upon notification by the School Board and should not leave the work before its completion for any reason. All contract work shall be completed by the deadline. The price stipulated in the tender must take into account these requirements.
2. The Bidder shall co-operate with the School Board so that work can be performed in the best manner possible. No heavy equipment shall enter school play areas at recess time, noon hour, or any other time when children occupy the play areas.
3. Vendors shall use due care and caution when motorized vehicles are in operation on Board property. Vehicles operated in parking lots and driveway areas shall not be driven at a speed in excess of 8-kilometres/per hour. Further, drivers must turn off vehicles and remove the keys during any stop. At no time are vehicles to be left running while unattended. It is recommended that the vehicle be locked when left unsupervised. The Board will not be responsible for any theft of or any theft from vehicles operated by the successful bidder(s).
4. Smoking is prohibited on all Board property.
5. When on Board property, the Proponent must:
  - Have proper identification (name badge, uniform with logo, photo I.D., etc.);
  - Use appropriate language;



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

- Work with dignity, courtesy and respect for self and others;
- Refrain from wearing scented products;
- The Proponent must observe all Board policies and procedures which are available on the Board website;
- The Proponent will ensure that the education program is not interrupted and that the health and safety of the students and staff is not compromised; and
- No person who is impaired by alcohol or drugs will enter and/or remain on Board property.

The Proponent agrees that its employees and sub-contractors will observe and comply with all standards, procedures, policies, rules and regulations of the Board, including but not limited to privacy, use of facilities, equipment, building security and computer technology.

## Insurance

1. The Bidder shall carry a minimum of \$5,000,000.00 Public Liability Insurance and enclose a certificate in support of this coverage.
2. The Bidder shall be in good standing with the Workers' Safety & Insurance Board and shall provide evidence of compliance with the requirements.
3. At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide Workers' Safety and Insurance Board proof of compliance by himself and his subcontractors.
4. The above must be included with the tender submittal or may be null and void at the discretion of the Board.

## Scheduling

1. This work is to be completed by August 28, 2024.



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

## Order and Payment Process

1. Purchase orders will be sent electronically to vendors, and bidders shall include an email address on the Form of Tender for receipt of orders. Vendors must not accept orders via any other method unless approved by a Purchasing Department staff member.
2. To ensure that payment is not deferred, the following information shall be on all invoices;
  - Purchase order number, name of purchaser, shipment destination;
  - Complete product description;
  - Vendor's name, address and H.S.T. registration number;
  - Date of invoice; and
  - H.S.T. where applicable.
3. The successful bidder shall only send one invoice per Board purchase order, regardless of backorders to capture inefficiencies in the payment process. Therefore invoicing must be held until all items on the order have been shipped. Only with the approval of the purchasing department can the successful bidder issue multiple invoices for one purchase order. The Board will work with the successful bidder to consider monthly billing or other invoice and payment methods that provide efficiencies to the Board and to the vendor.
4. Payment by the Board of any invoice shall not be construed as acceptance of work done and shall not be construed as a waiver of any right the Board has in law, in equity of, under this agreement. The Board will not pay interest or penalties on late payment but will use its best effort to comply with agreed to terms.
5. Original invoice covering goods/services to the Board is to be EMAILED ONLY to:  
**accounts@hwcdsb.ca**

Terms are to be NET 30 Days

Invoices are not to be included with shipment.



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

## Non Performance/Cancellation of Contract

1. Where at any time the quality of the goods, delivery times, back ordered items, invoicing errors or customer service supplied by the vendor is not of satisfactory standard, the Board may issue a verbal warning outlining the deficiency in supply or other aspects or performance and requiring the vendor to correct those deficiencies within such period of time as stated. Any verbal warning will be confirmed by written communication (letter or email) by a purchasing staff member.
2. If the deficiency is not corrected within the time specified, or there is a further instance of unsatisfactory performance, the Board will issue a written notice to the successful bidder, identifying the deficiency in performance and setting a final date or time period for its correction.
3. If corrective steps are not taken by the final date or within that time, the Board may terminate the contract and take corrective action itself.
4. Where the contract is terminated by the Board due to poor or non-performance, the vendor will be suspended from participating in any Board solicitation process for a minimum of one year. Written notification from the Manager of Procurement will be sent to the vendor stating the basis for the suspension and the conditions and procedures required for reinstatement.

## Bankruptcy

1. In the event that during the duration of the contract/agreement the successful respondent makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or makes a tender to its creditors, this agreement shall be immediately terminated and the Board shall be entitled to enter into an agreement with another party without the consent of the successful respondent.



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

## Assignment/Subcontracting

1. The vendor agrees not to assign or subcontract any of the work or obligations required hereunder, unless the vendor obtains the prior written consent from the Hamilton-Wentworth Catholic District School Board, which may be withheld for a good cause. In addition, in the event that a vendor merges with another company or there is a change in voting control of the vendor, or the vendor sells its assets to a third party, the merger, change in voting control, or sale of assets as the case may be, will constitute an assignment and the Board will be entitled to cancel the agreement on at least 30 days' notice from the date of disclosure, or from the effective date of merger, change or sale, whichever is sooner.

## Health and Safety

The Hamilton-Wentworth Catholic District School Board (HWCD SB) is committed to the health and safety of all of our staff and expects the same commitment by each third party (contractor) to its own people. Non-compliance with health, safety or environment requirements is treated the same as non-compliance with any contract provisions, and may result in work interruptions or employee removal from the premises. Willful or repeated non-compliance may result in third party dismissal and contract termination.

Compliance with federal, provincial and municipal codes and regulations established in the interest of health and safety is required by law and by contract. Governmental rules, codes and regulations having jurisdiction does not negate, abrogate, or minimize any provisions of these rules, codes and regulations.

Third party employers are responsible for the health and safety of their employees, subcontractors, consultants, vendors, suppliers, and visitors while on HWCD SB property.

All new third party employers must complete the HWCD SB third party health and safety compliance process that may include but is not limited to:

- Providing a copy of a Workplace Safety and Insurance Board (WSIB) Certificate of Clearance;
- Proof of Liability Insurance as specified by the Hamilton Wentworth Catholic District School Board; and
- WSIB CAD-7 experience rating and/or NEER experience rating



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

The HWCDSB also expects that all trades people possess current and valid trade certificates deemed necessary by governing legislation and trade regulations for the nature of the work they are performing.

Third party employers are to conduct regularly scheduled inspections. The scope or duration of work may regulate the frequency of these inspections. Third party employers must take immediate corrective action when a violation of job safety, health, fire, or environmental hazard is observed.

All accidents must be reported to the HWCDSB site representative immediately. Third party employers are responsible to investigate all accidents/incidents thoroughly and submit a report to the HWCDSB site representative.

As requested by the HWCDSB, third party employers must submit a written copy or description of their company's health and safety program. The third party employer's health and safety program must meet federal, provincial and local regulatory requirements and be equivalent to or more stringent than the HWCDSB's program.

- Workers employed to carry out the work possess the knowledge, skills and protective devices required by law or recommended for use by the recognized industry association to allow them to work safely; and
- Its supervisory employees are competent persons as defined in the Occupational Health and Safety Act, and carry out their duties in a diligent and responsible manner with the due consideration for the health and safety of the workers; and all subcontractors and their employees are properly protected from injury while they are at the work place.

The constructor shall have a written emergency plan, which includes a process for addressing a critical injury, accident or incident as defined by the OHS Act. The plan must be readily available. If work is on a project, the emergency plan shall be posted on the site prior to any work commencement. Where required, the contractor shall provide a telephone, appropriate first aid facilities, eye wash stations and any other measures required for emergency use as identified in the emergency plan



Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

It is the responsibility of the contractor to provide rope, barricades, fencing, hoarding warning signs, warning lights to clearly mark the site borders and areas not to be used by usual occupants of the building or grounds. Without limiting the generality of the foregoing, the contractor shall at all times erect and maintain adequate fencing around all excavation, pits, and in other places of danger. Sufficient barricades, or signal persons must be in place to prevent persons from placing themselves in danger.

Trucks, etc., shall proceed with caution at 8 km/ph. maximum on school property. When children are playing, coming or going from school, all vehicles and equipment are to be stopped and remain stopped until all children enter the school or leave school grounds. All vehicles must be equipped with an automatic warning beep or horn sound when backing up. Requirement for signal person shall be fulfilled.

Smoking is not permitted anywhere on school property, inside schools and buildings.

All building activities shall be confined to the areas of the building under construction. Fire exits shall be maintained at all times.

### Accessibility for Ontarians with Disabilities Act

1. Pursuant to Section 6 of the Accessibility Standards for Customer Service, O. Reg. 429/07 (Appendix A) (“Regulation”), under The Accessibility for Ontarians With Disabilities Act, 2005 (AODA), the vendor shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the Goods contemplated herein to persons with disabilities.
2. 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.
3. Where requested by the Hamilton-Wentworth Catholic District School Board, the Vendor shall provide written proof that employees working with the Hamilton-Wentworth Catholic District School Board staff, students and/or public have been trained as required under the act as well as any documentation.





Hamilton-Wentworth Catholic District School Board  
*Believing, Achieving, Serving*

## Scope of Work

HWCDSD is inviting qualified and experienced contractors to submit tenders to complete alterations to the Our Lady of Lourdes Parking Lot.

This includes identifying that the existing parking elements will need to be removed and disposed of, such as asphalt, fencing, trees, and retaining wall brick to make way for the new parking lot design.

The scope of work and specifications including a site plan are in the attached documents for your review.