



DURHAM DISTRICT SCHOOL BOARD

TENDER T25-04

**TENDER DOCUMENTS
FOR
WINDOW REPLACEMENT PHASE 4
AT
PORT PERRY HIGH SCHOOL**

160 Rosa Street
Port Perry, Ontario
L9L 1L7
Tel: 905-985-7337

CLOSING TIME & DATE:

BEFORE 11:00 A.M., LOCAL TIME – Tuesday, February 11, 2025

**NOTE: BID DEPOSIT AND SURETY'S AGREEMENT TO BOND
IS A REQUIREMENT WITH THIS TENDER**

* **MANDATORY SITE MEETING:** **Wednesday, January 22, 2025 at 2:15 p.m.
At: Port Perry H.S. – meet at main office.**

*** (Failure to attend "Mandatory Site Meeting" will result in Bidder disqualification).**

NOTE: Contractors visiting the school **MUST** check in with the project manager at the site.
Site meeting is **MANDATORY** and will be subject to COVID-19 protocols.

**SITE MEETING IS MANDATORY FOR THE PRE-QUALIFIED GENERAL CONTRACTOR
BIDDERS.**

**DURHAM DISTRICT SCHOOL BOARD
PURCHASING DEPARTMENT**

TENDER T25-04

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Port Perry High School
Project Name: Window Replacement Phase 4
Site Address: 160 Rosa Street, Port Perry, ON L9L 1L7

T25-04
Issued For: Bid
Date: January 15, 2025

1.0 BID SUBMISSION

1.1 Bid Administration Information

BID DOCUMENT ADMINISTRATION

Kelly Jennings, CSCMP
Senior Procurement Specialist
Durham District School Board
400 Taunton Road East
Whitby, ON L1R 2K6
Tel: (905) 666-6445
Fax: (905) 666-6476
Email: kelly.jennings@ddsb.ca

TECHNICAL SPECIFICATION INQUIRIES

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Project Supervisor, Major Projects
Facilities Services
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Whitby, ON L1R 2K6
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Fax: 905-666-6439
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Conrad Sills
Barry Bryan Associates
201-250 Water Street
Whitby, Ontario
L1N 0G5
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Fax: 905-666-5256
E-mail : csills@bba-archeng.com

1.2 Stipulated Bid Form

The following price(s) include all costs inclusive of all labour, material, **cash allowances**, overhead and profit, etc., required to complete the Work as specified in the tender documents attached hereto. The DDSB reserves the right to alter the Work on this Contract by deducting or adding to the Contract, based on unit pricing, where the Durham District School Board deems necessary. Any Bid Submission with provision(s) and/ or condition(s) may constitute rejection of the Bid Submission.

Stipulated Bid Price (including all applicable Duty, Excise Taxes, Freight, and Insurance)

I/We, the undersigned, having carefully examined the Bid Documents, having visited and investigated the Site, and examined all conditions, circumstances and limitations affecting the Work, offer to enter into a Contract with the Owner, to perform the Work required by the Bid Documents for the stipulated price (the "Bid Price" in a Bid Submission, and the "Contract Price" in a Contract) of:

(Enter written value here) DOLLARS (\$ _____)
(Enter numeric value here)

CASH ALLOWANCE –	Unforeseen repairs to window openings	
	And cluster columns:	\$ 20,000.00 (not including HST)
	Unforeseen abatement not covered or	
	Noted in the DSR	<u>\$10,000.00 (not including HST)</u>
TOTAL CASH ALLOWANCE:		<u>\$30,000.00 (not including HST)</u>

In Canadian funds, **not including HST**. In case of a discrepancy between the written and numeric value stated above, the written tender amount will take precedence over the numeric tender amount.

Submitted to the Purchasing Department, Durham District School Board, 400 Taunton Road East, Whitby, Ontario L1R 2K6.

_____ Name of Signing Officer (PRINT)	_____ Signature
_____ Name of Company	_____ Telephone
_____ Address of Company	_____ Email
_____ Postal Code	_____ Date
	_____ Corporate Seal

Having carefully examined the:

- CONTRACT DOCUMENTS
- GENERAL CONDITIONS
- DRAWINGS AND SPECIFICATIONS AND
- ADDENDUMS AS ACKNOWLEDGED THROUGH THE BIDDING SYSTEM

and having visited the Project site where applicable; we, the undersigned hereby offer and agree to furnish all labour and material (both temporary and permanent) required to complete all Work outlined in the Contract Documents provided under the noted project.

In submitting this Bid Submission, the Bidder recognizes the right of Durham District School Board to accept or reject any tender at the submitted Bid Price.

We, the bidding Contractor, agree that if this Bid Submission is accepted, we will execute whatever additional or extra work may be required and make any deductions for the said work at the unit price(s) hereinafter set out in this Bid Submission, unless the change request stipulates another method of determining the value of a change, in strict conformity in all respects with the requirements of the above Contract Documents.

Specified Start Date: June 2, 2025

Specified Substantial Completion: August 8, 2025

Total Completion By: August 15, 2025

Mandatory Schedule Commitment Acknowledgement

We, _____ / _____ General Contractor (Company Name / Representative Signature), and _____ / _____ Major Window Supplier (Company Name / Representative Signature)

commit to provide all 'Works' outlined in conformance with the Contract enclosed herein, prior to August 15, 2025. No project delay will be accepted unless bidding parties are subject to Force Majeure and adhere to procedures for formal notice as outlined in specification section 8.2 accordingly. Any unforeseen and/or concealed conditions observed, as well as requested Revisions to Contract, shall be completed within the schedule timeframe outlined above. Additional costs and specific timing for said items will be negotiated with the Durham District School Board representative at the time the issue arises.

Contractor to indicate
HARMONIZED SALES TAX REGISTRATION NO. _____

1.3 Appendix A – Supplementary Bid Form - Subcontractor(s) List

We agree to supply to the DDSB (Purchasing Department) **within 24 hours after the Tender closing** a complete list of all Subcontractors and major equipment suppliers we propose to employ on this project.

We list below the names of the Subcontractors to whom we propose to sublet work and their associated trades and we recognize that the list of subcontractors shall be considered in the selection of the successful bidder.

DIVISION OF WORK	SUBTRADE/MAJOR EQUIP. SUPPLIER	VALUE (\$)
Division 1 – General Requirements		
Division 2 – Site Work		
Division 3 – Concrete		
Division 4 – Masonry		
Division 5 – Metals		
Division 6 – Carpentry		
Division 7 – Moisture Control, Sealants, Fire Stopping & Smoke Seals		
Division 8 – Doors, Windows		
Division 9 – Finishes (flooring, paint, etc.)		
Division 10 – Specialties		
Division 11 – Equipment		
Division 12 – Furnishings		
Division 13 – Special Construction		
Division 14 – Conveying Systems		
Division 15 – Mechanical (plumbing, sheet metal, controls, sprinklers etc.)		
Division 16 – Electrical (power, communications, fire alarm etc.)		

Bidder's Name: _____ **Signature:** _____ **Date:** _____

2.0 INFORMATION TO BIDDERS

2.1 bidsandtenders Electronic Bid Submission Information

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Bidding System on the closing date, no later than 11:00:00 a.m. local time. All Bidders shall have a Bidding System Vendor Account and be registered as a Plan Taker for this Bid Request, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addenda/Addendum and to submit their Bid Submission electronically through the Bidding System.

The Bidding System will send a confirmation email to the Bidder advising that their Bid Submission was submitted successfully. If you do not receive a confirmation email, contact technical support at Bids&Tenders via email: support@bidsandtenders.ca.

Late Bid Submissions shall not be accepted by Durham District School Board's Bidding System. To ensure receipt of the latest information and updates via email regarding this Bid Request 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 Request at <https://ddsb.bidsandtenders.ca>.

ADDENDUM/ADDENDA

ALL QUESTIONS & ANSWERS will be posted as an Addendum. All questions should be submitted through the bidding system portal by clicking on the submit question button at <https://ddsb.bidsandtenders.ca>. Bidders shall acknowledge receipt of any Addenda when submitting their Bid Submission through the Bidding System. Bidders shall check a box for each Addendum/Addenda and any applicable attachments that have been issued before a Bidder can submit their Bid Submission online.

Addendum/Addenda will typically be issued through the Bidding System up to five (5) days prior to Bid Closing Date and Time.

In the event an Addendum is issued within five (5) days prior to Bid Closing Date and Time, it may include an extension of the Bid Closing Date and Time. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://ddsb.bidsandtenders.ca> prior to submitting their Bid Submission and up until Bid Closing Date and Time in the event additional Addendums are issued.

Durham District School Board encourages Bidders not to submit their Bid Submission prior to five (5) days before the Bid Closing Date and Time, in the event that an Addendum is issued. If a Bidder submits their Bid Submission at any time prior to the Bid Closing Date and an Addendum/Addenda is issued by Durham District School Board, the Bidding System shall WITHDRAW their Bid Submission and change the status to INCOMPLETE (NOT accepted by Durham District School Board). The Withdrawn Bid Submission can be viewed and re-submitted by the Bidder in the "MY BIDS" section of the Bidding System.

WITHDRAW/EDIT BIDS

Bidders may edit or withdraw their Bid Submission prior to the Bid Closing Date and Time. However, the Bidder is solely responsible to:

- make any required adjustments to their Bid Submission; and
- acknowledge the Addendum/Addenda; and
- ensure the re-submitted Bid Submission is RECEIVED by the Bidding System no later than 11:00:00 a.m. local time, on the Bid Closing Date.

COMPANY CONTACTS

Additional company contacts are recommended for the reasons outlined below:

You are strongly urged when creating or updating a Bidding System Vendor Account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bid Submissions which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to receive Addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bid Submissions electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge Addendum/Addenda, on your behalf.

Notwithstanding the above, it is recommended that you do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition (for example, a company may have two divisions that could compete for the same Bid Request).

If you are an invited company contact, it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://ddsb.bidsandtenders.ca> website and create a separate vendor account. Contact support@bidsandtenders.ca for all technical issues.

BID CLOSING DATE AND TIME

All Bidders shall have a Bidding System Vendor Account and be registered as a Plan Taker for this Bid Request, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their Bid Submission electronically through the Bidding System.

Bid Submissions shall be received by the Board's Bidding System not later than 11:00:00 a.m. Eastern local time, on the specified Bid Closing Date. The Bid Closing Time shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid Submission is RECEIVED by the Bidding System, not when a Bid Submission is submitted by a Bidder, as Bid Submission transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, and other electronic considerations.

For the above reasons, Durham District School Board recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The Bid Closing Date and Time shall be determined by the Board's Bidding System web clock.

Original Bid Request forms not completed in the prescribed manner may be considered INVALID.

It is the sole responsibility of the Bidder to ensure a Bid Submission is delivered on time. Late Bid Submissions will not be accepted by the Board's bidding system.

Copies of any pertinent Bid Deposit and Bid Surety will need to be included with your Bid Submission. Durham District School Board may request the originals to be sent in the mail, should the Bid Submission be Awarded the Contract.

Durham District School Board hereby consents to the use of an electronic signature for the signing of all documents requested hereunder. Acceptable forms of electronic signature include, but are not limited to, the typing of the Bidder's authorized signing Officer's name or the inclusion of an image of the Bidder's authorized signing Officer's signature, so long as the electronic signature is sufficient to identify the Bidder's authorized signing Officer. The Bidder's authorized signing Officer agrees that whatever form of electronic signature is provided constitutes a signature for the purposes of executing all documents requested hereunder.

2.2 Bid Deposit

A Bid Deposit shall be in the form of bank draft, bid bond, certified cheque or money order, payable to the DDSB, in the amount of 10% (ten percent) of the Bid Price.

All Bid Deposits will be returned to the unsuccessful Bidders within a reasonable time after the Bid Submissions have been opened except those which the DDSB elects to retain until the successful Bidder(s) has/have executed the Contract Documents.

The Bid Deposit of the successful Bidder(s) will be returned subsequent to the execution of the Contract and provisions for the Contract have been submitted.

The Bid Deposit shall be forfeited if the Vendor/Contractor Awarded the Contract fails to accept the Contract or withdraws their Bid Submission after notification of acceptance of the Bid Submission.

Bid Submissions not accompanied by the required Bid Deposits shall be rejected.

2.3 Bid Documents

The Contractor whom is awarded the Work agrees to adhere to the following documents as a basis for the construction as applicable:

- Standard Construction Document, CCDC 2 – 2020 Stipulated Price Contract as amended by the Ontario Association of Architects Recommended Supplementary

Conditions for the Stipulated Price Contract – CCDC 2-2020– Rev September 15, 2021 (the “CCDC Documents”)

- DDSB Front End – Information to Bidders, Terms and Conditions, Specifications and Drawings (the “DDSB Front End Documents”)
- DDSB Purchase Order

In the case of a discrepancy between the DDSB Front End Documents and the CCDC 2 Documents, the DDSB Front End Documents will prevail. In the event that the CCDC Documents are not signed by the parties hereto, the terms and conditions of the CCDC Documents are specifically hereby incorporated by reference and part of the Contract Documents and the parties hereto are bound by them, subject to the foregoing sentence.

2.4 Bid Opening - Public Tenders

Bid results will be posted on the DDSB’s bidding system and available to all Bidders.

2.5 Insurance (General Liability)

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

General liability insurance shall be in the name of the Vendor/Contractor, naming the DDSB as **additional insured**, with limits of not less than **five million (5,000,000.00) dollars** inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

In the case of any **Roof Replacement or New Roofing projects**, General Liability Insurance shall be in the name of the Vendor/Contractor, naming the DDSB as **additional insured**, with limits of not less than **ten million (10,000,000) dollars** inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Vendor/Contractor shall provide the DDSB (Purchasing Department) with proof of insurance within 10 days of issuance of the written notification of intent to Award the Contract.

2.6 Mandatory Site Meeting

Bidders are required to attend the scheduled “Mandatory Site Meeting” as herein specified. Bidders must sign the “Site Meeting Log” to provide evidence to the DDSB for attendance. Failure to comply shall result in Bidder disqualification.

2.7 Surety

Bid Surety shall consist of the following bonds:

Performance Bond

Performance surety shall be in the amount of fifty percent (50%) of the total amount and is a requirement of this tender.

An agreement to bond for a 50% performance bond issued by an approved surety company authorized to conduct business in the Province of Ontario shall accompany the Bid Submission. An irrevocable letter of credit for 50% of the value of the Contract shall be accepted as surety, in lieu of a performance bond, issued by an approved bank or financial institution having office in Canada and authorized to conduct business in Ontario shall accompany the Bid Submission.

Where the Vendor/Contractor has provided an irrevocable letter of credit as surety, the aforesaid will be returned after completion of the Work and final payment has been accepted by the Vendor/Contractor.

The Vendor/Contractor shall arrange, pay for, execute and furnish to the DDSB a performance bond in an amount equal to fifty percent (50%) of the Bid Price with an approved surety company.

An irrevocable letter of credit for fifty percent (50%) of the Bid Price shall be an acceptable alternative to a performance bond issued by an approved bank or financial institution in Canada and authorized to conduct business in Ontario.

Upon Award of the Contract, the Vendor/Contractor shall promptly provide to the DDSB (Purchasing Department) the surety bonds called for on the Bid Documents.

Labour and Material Payment Bond

Labour and material payment surety shall be in the amount of fifty percent (50%) of the total amount and is a requirement of this tender.

An agreement to bond for a 50% labour and material payment bond issued by an approved surety company authorized to conduct business in the Province of Ontario shall accompany the Bid Submission. An irrevocable letter of credit for 50% of the value of the Contract shall be accepted as surety, in lieu of a labour and material payment bond, issued by an approved bank or financial institution having office in Canada and authorized to conduct business in Ontario shall accompany the Bid Submission.

Where the Vendor/Contractor has provided an irrevocable letter of credit as surety, the aforesaid will be returned after completion of the Work and final payment has been accepted by the Vendor/Contractor.

The Vendor/Contractor shall arrange, pay for, execute and furnish to the DDSB a labour and material payment bond in an amount equal to fifty percent (50%) of the Bid Price with an approved surety company.

An irrevocable letter of credit for fifty percent (50%) of the Bid Price shall be an acceptable alternative to a labour and material payment bond issued by an approved bank or financial institution in Canada and authorized to carry on business in Ontario.

Port Perry High School
Project Name: Window Replacement Phase 4
Site Address: 160 Rosa Street, Port Perry, ON L9L 1L7

T25-04
Issued For: Bid
Date: January 15, 2025

Upon Award of the Contract, the Vendor/Contractor shall promptly provide to the DDSB (Purchasing Department) the Bid Surety bonds called for in the Bid Documents.

Bid Submissions not accompanied by the required Agreement to Bond for Performance and Labour and Material shall be rejected.

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

A Certificate of Clearance from the WSIB, shall be provided prior to the commencement of work indicating that all payments by the Vendor/Contractor to the WSIB Board have been made.

Clearance certificates shall be renewed by the Vendor/Contractor every ninety (90) days (minimum) and submitted automatically and routinely to the DDSB throughout the period of the Contract.

3.0 DEFINITIONS

3.1 Definition of Contract Language:

Addendum, Addenda – A formal change(s) to the Bid Document issued by the DDSB requiring an acknowledgement of the Addenda or Addendum by the Bidder.

Authorities Having Jurisdiction – Designated organization, office, or individual having statutory responsibility for enforcing the requirements of a standard.

Award – The selection of a Bidder and respective Goods/Services as accepted by the DDSB.

Bid Deposit – The bank draft, bid bond, certified cheque or money order, payable to the DDSB, in the amount of 10% (ten percent) of the Bid Price, required to be submitted with a Bid Submission.

Bid Price – means the total stipulated price for the Work specified in the Bid Submission.

Bid Request – The document(s) issued by the DDSB requesting/inviting bids for the Goods/Services specified herein.

Bidder – All potential Vendors/Contractors who submits a Bid Submission in response to the Bid request.

Bid Document - The documents in the Bid Request issued by the DDSB that state all DDSB requirements, such as specifications, scope of work, drawings, terms and conditions etc.

Bid Submission - An offer by a Bidder in response to the Bid Request issued by the DDSB.

Bid Surety – The required performance and labour and material bonds required in this Bid Request.

Contract – The purchase order and/or executed agreement authorizing the Vendor/Contractor to perform the Work/supply of Goods/Services in accordance with all terms, conditions, specifications and prices as agreed upon in the Contract Documents.

Contract Documents shall mean collectively the:

1. BID DOCUMENT;
2. GENERAL CONDITIONS;
3. DRAWINGS AND SPECIFICATIONS;
4. ADDENDUMS AS ACKNOWLEDGED THROUGH THE BIDDING SYSTEM;
5. Any PURCHASE ORDERS;
6. Any CHANGE ORDERS;
7. DDSB FRONT END DOCUMENTS;
8. CCDC DOCUMENTS; and,
9. Any other documents included by DDSB.

Contract Price – means the accepted Bid Price of the successful Bidder.

DDSB - “DDSB” shall mean the Durham District School Board and all associated officials with the Manager of Purchasing or designate acting on its behalf for the administration and procurement purposes of this Bid Request.

Facilities Services – Official plant and construction agency of the DDSB. Where the word “Engineer” occurs, it shall be construed to mean “The Superintendent of Education/Facilities Services of the DDSB,” or duly authorized officials.

Goods/Services - All labour, materials, products, articles, fixtures, services, supplies, and work required to be done, furnished or performed by the Vendor/Contractor, as specified in the Bid Request and/or Contract.

Overhead - when used in the Contract Documents shall mean all expenses to complete the Work, and shall include but shall not be limited to: use of Plant, tools, supervisory staff, bonds, and insurance, but does not include the actual cost of material and labour, including vacation pay, WSIB, and unemployment insurance, together with labour and machine hours and unit costs.

Purchasing Department – Official procurement agency of the DDSB.

RFP - means Request for Proposal.

RFT - means Request for Tender.

RFQ - means Request for Quote.

RFI - means Request for Information.

RFEI - means Request for Expression of Interest.

RFSQ – means Request for Supplier Qualification.

Substantial Completion – (Per the Construction Act) The improvement to be made under the Contract or a substantial part thereof is ready for use or is being used for the purpose intended; and when the improvement to be made under that Contract is capable of completion or, where there is a known defect, correction, at a cost not more than,

- (i) 3 percent of the first \$1,000,000 of the Contract Price
- (ii) 2 percent of the next \$1,000,000 of the Contract Price
- (iii) 1 percent of the balance of the Contract Price

Total Completion – (Per the Construction Act) The project is deemed to be completed and services or materials shall be deemed to be last supplied to the improvement when the price of Completion, correction of a known defect or last supply is not more than the lesser of:

- (i) 1 percent of the Contract Price; and
- (ii) \$3,000

Port Perry High School
Project Name: Window Replacement Phase 4
Site Address: 160 Rosa Street, Port Perry, ON L9L 1L7

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Issued For: Bid
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Vendor/Contractor – The person, firm, company or corporation with whom the DDSB has entered into contract for the Work/Goods/Services specified herein.

Work – The **Work** means the total construction and related services required by the Contract Documents.

4.0 TENDER COMPLIANCE

4.1 Addendum

Any clarification of the Bid Documents required by the Bidder prior to Bid Submission shall be requested through the Procurement Lead of DDSB at the email address noted under sentence 1.1 Bid Administration. Bidders that fail to comply with the requirements to direct all communications to the Procurement Lead may be disqualified from this RFP process. Without limiting the generality of this provision, Bidders shall not communicate with or attempt to communicate with the following as it relates to this RFP;

- Any employee or agent of DDSB other than the Procurement Lead; or
- Any member of DDSB's governing body including without limitation the Director, Officers, Trustees, Superintendents and any advisors thereto.

Any such clarifications so given shall not in any way alter the Bid Documents and the Bidder and the DDSB hereby agree that in no case shall oral arrangements be considered.

During the period prior to submission of a Bid Submission, if the DDSB for any reason determines that it is necessary to provide additional information relating to this Bid Request such information will be communicated to all Bidders by way of **written** Addenda posted to the DDSB's Bidding System. Each Addendum shall form an integral part of this document.

The Bidder shall check a box for each Addendum/Addenda and any applicable attachments that have been issued via the DDSB's Bidding System to acknowledge receipt. Addenda shall be issued at least (5) five business days before the Bid Closing Date. Bidders are responsible for obtaining and confirming receipt of all Addenda issued by the DDSB. Exceptions to the five-day notification must be approved by the Manager of Purchasing of the DDSB.

No officer, agent, employee or representative of the DDSB is authorized to amend or waive the terms of the Bid Document in any way unless the amendment or waiver is provided as a **written** Addendum approved by the Buyer/designate.

Discrepancies/Omissions:

Any Bidder finding discrepancies or omissions in this document shall at once notify the Procurement Lead – see 1.1 Bid Administration. If necessary, a written Addendum will be posted to the DDSB's Bidding System to all Plan Takers. Bidder(s) may, during the bidding period, be advised by Addendum of any additions, alterations or deletions to the specifications and other parts of this Bid Document. All such changes shall be covered by this Bid Request and become a part of the Bid Document.

4.2 Substitutions

Goods and services are described or named in this specification to establish a standard of material and workmanship. The Bid Price shall be based on the specified Goods/Services. Under no circumstances shall the price for any alternate material or equipment be included in the Bid Price. Proposed substitution of Goods/Services specified may be submitted by the

Bidder to DDSB for review as a request for information during the allotted tender timeline. If the good/service proposed is accepted by DDSB, a formal Addendum will be issued to all Bidders to provide notification accordingly.

The following information shall be stated with any proposed alternate of Goods/Services specified:

- Manufacturer's name and Vendor/Contractor's name
- Change in price if any
- Reason for proposing alternate
- Detailed description of alternate including product literature shop drawing etc., if applicable.
- The DDSB reserves the right to accept or reject proposed alternate(s). Rejection by the DDSB is final.

4.3 Bid Acceptance

The DDSB reserves the right to Award in whole or in part, whichever, in the DDSB's sole discretion, is in its own best interest. Equally, the Durham District School Board reserves the right to accept or reject any Bid Submission in whole or in part whichever, in the DDSB's sole discretion, is in its own best interest. The lowest or any Bid Submission will not necessarily be accepted.

4.4 Bid Clarification

The DDSB reserves the right, in its sole discretion, to seek clarification(s) and supplementary information from Bidders after the Bid Submission deadline, without becoming obligated to allow any other Bidders to clarify their Bid Submissions. Such clarification, if any, is not an opportunity for the Bidder to change or amend their Bid Submission in any substantive manner. The response(s) received by the DDSB from a Bidder may, if accepted by the DDSB, form an integral part of that Bidder's Bid Submission.

Any clarification of the Bid Documents required by the Bidder prior to submission of its Bid Submission shall be requested through the Purchasing Department of the DDSB. Any such clarifications so given shall not in any way alter the Bid Documents and the Vendor/Contractor and the DDSB hereby agrees that in no case shall oral arrangements be considered.

4.5 Bid Completion

All blank spaces of the Bid Request form must be completed in full. Original Bid Forms not completed in the prescribed manner may be considered invalid.

4.6 Bid Deposit

Where applicable, a Bid Deposit shall be in the form of bank draft, bid bond, certified cheque or money order, payable to the DDSB, in the amount of 10% (ten percent) of the Bid Price.

All Bid Deposits will be returned to the unsuccessful Bidders within a reasonable time after the Bid Submissions have been opened except those which the DDSB elects to retain until the successful Bidder(s) has executed the Contract Documents including the purchase order.

The Bid Deposit of the successful Bidder(s) will be returned subsequent to the execution of the Contract and provisions for the Contract have been submitted.

The Bid Deposit shall be forfeited if the Vendor/Contractor Awarded the Contract fails to accept the Contract or withdraws their Bid Submission after notification of acceptance of the Bid Submission.

Bid Submissions not accompanied by the required Bid Deposits shall be rejected.

4.7 Bid Dispute

DDSB manages bid dispute resolution utilizing the following processes:

- Negotiation
- Mediation
- Arbitration

The DDSB reserves the right to select the most suitable method of resolution to follow.

Bid dispute resolution will be managed by the DDSB through these processes designed to resolve a procurement related conflict, dispute or claim.

4.8 Bid Errors and Omissions

In the event of any omission in the Bid Documents:

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

4.9 Bid Expenses

The DDSB shall not be liable for any expenses incurred in the preparation and submission of this Bid Request. With respect to anything relating to this Bid Request process, the Bidder, by submitting a Bid Submission, agrees to waive any and all claims for losses to the cost of preparing and submitting their Bid Submission.

4.10 Bid Irregularities (Major & Minor)

Major

Late Bid Submissions are not permitted by the DDSB's Bidding System.

Minor

Bid Submissions not completed as requested may be rejected by the DDSB acting in its absolute discretion.

Bid Submissions must be signed, in the spaces provided, in ink or electronically, by a person who is authorized to bind the Bidder. Any unsigned Bid Submissions may be rejected.

Erasures or noticeable changes must be initialed by the Bidder or the Bid Submission may be rejected.

4.11 Bid Opening – (Public Tenders Only)

Bid Request results will be posted on the DDSB's bidding system and available to all Bidders.

4.12 Bid Protest Procedure

A protest in writing must be received within ten (10) days of the Bid Closing Date and following a debriefing. Any protest in writing that is not received within the ten (10) day period indicated, will not be considered by the DDSB.

A protest in writing shall include the following:

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

4.13 Bid Submission

Bid Deposits and Bid Surety when required (refer to Information to Bidders section), must accompany Bid Submission.

The Bidder declares that the Bid Submission is not collusive with any other Bidder(s) submitting a Bid Submission.

Electronic Bid Submissions shall be received by the DDSB's Bidding System on original Bid Request forms only. Alterations of the original document will not be permitted under any circumstances.

Any unsigned Bid Submissions may be declared invalid.

All Bidders shall have a Bidding System Vendor Account and be registered as a Plan Taker for this Bid Request opportunity, which will enable the Bidder to download the Bid Call Document,

to receive Addenda/Addendum email notifications, download Addendums and to submit their Bid Submission electronically through the Bidding System.

Bid Submissions shall be received by the Board's Bidding System not later than 11:00:00 a.m. Eastern local time, on the specified Bid Closing Date. The Bid Closing Time shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid Submission is RECEIVED by the Bidding System, not when a Bid Submission is submitted by a Bidder, as Bid Submission transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, and other electronic considerations.

For the above reasons, Durham District School Board recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The Closing Date and Time shall be determined by the Board's Bidding System web clock.

Original Bid Request forms not completed in the prescribed manner may be considered INVALID.

It is the sole responsibility of the Bidder to ensure a Bid Submission is delivered on time. Late Bid Submissions will not be accepted by the Board's bidding system.

Copies of any pertinent Bid Deposit and Bid Surety will need to be included with your Bid Submission. Durham District School Board may request the originals to be sent in the mail, should your Bid Submission be awarded the Contract.

Durham District School Board hereby consents to the use of an electronic signature for the signing of all documents requested hereunder. Acceptable forms of electronic signature include, but are not limited to, the typing of the Bidder's authorized signing Officer's name or the inclusion of an image of the Bidder's authorized signing Officer's signature, so long as the electronic signature is sufficient to identify the Bidder's authorized signing Officer. The Bidder's authorized signing Officer agrees that whatever form of electronic signature is provided constitutes a signature for the purposes of executing all documents requested hereunder.

4.14 Bidder Qualification

The Bidder may be required to demonstrate, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the Work by the specified completion date for all Bid Request requirements. The DDSB reserves the right to reject the Bid Submission of any Bidder who does not furnish satisfactory evidence of the above in the opinion of the DDSB.

4.15 Blackout Period

During the evaluation period (Bid Closing Date to the Award date), the DDSB will not communicate with Bidders on matters related to the competitive procurement process. Only the

procurement lead of the DDSB will communicate with Bidders for any Bid Request related issues during this period.

4.16 Clarification of Proposals

DDSB shall have the right at any time after the Bid Closing Date to seek clarification from any Vendor in respect of the Bid Submission, without contacting any other Vendor/Contractor.

Any clarification sought shall not be an opportunity for the Vendor/Contractor to either correct errors or to change its Bid Submission in any substantive manner. Subject to the qualification in this provision, any written information received by DDSB from a Vendor/Contractor in response to a request for clarification from DDSB may be considered, if accepted, to form an integral part of the Bid Submission, at DDSB's sole and absolute discretion.

DDSB shall not be obliged to see clarification of any aspect of any Proposal.

4.17 Conflict of Interest

By submitting a Bid Submission, a Bidder represents and declares that no member, officer or employee of DDSB has or will have an interest, directly or indirectly, in the performance of the Contract, or in the good/services in connection with the said Contract, or in any portion of the profits thereof, or in any monies derived therefrom. In addition, and for the purposes hereof, "Conflict of Interest" includes:

- (a) in relation to the Bid Request process, the Bidder has an unfair advantage or engaged in conduct, directly or indirectly, that may give the Bidder an unfair advantage, including:
 - (i) having or having access to information in the preparation of the Bid Submission that is confidential to DDSB and not available to other Bidders;
 - (ii) communicating with any person with a view to influencing preferred treatment in the Bid Request process; or
 - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair; or

- (b) in relation to the performance of the provision of the goods or services or performance of the contractual obligations, the Bidder's other commitments, relationships or financial interests:
 - (i) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the Bidder's independent judgments; or
 - (ii) could or could be perceived to compromise or impair or be incompatible with the effective performance of the provision of the goods or services or performance of the contractual obligations.

The Bidder shall:

- (a) avoid any Conflict of Interest in the Bid Request process and in the performance of its contractual obligations;
- (b) disclose to DDSB without delay any actual or potential Conflict of Interest that arises during the Bid Request process or during the performance of its contractual obligations; and
- (c) comply with any requirements prescribed by DDSB to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, DDSB may immediately disqualify a Bid Submission or terminate the Contract upon giving notice to the Bidder where:

- (a) the Bidder fails to disclose an actual or potential Conflict of Interest;
- (b) the Bidder fails to comply with any requirements prescribed by DDSB to resolve a Conflict of Interest; or
- (c) the Bidder's Conflict of Interest cannot be resolved.

This paragraph shall survive any termination or expiry of the Contract.

4.18 Debriefing (Request for Proposal Only)

Not later than sixty (60) days following the date of posting of a Contract Award notification in respect of the Bid Request, a Bidder may contact the DDSB's Bid Document administrator requesting a debriefing from the DDSB. The debriefing will be conducted in accordance with the procedures outlined in the Broader Public Sector Procurement Directive.

4.19 Disqualification Clause

The DDSB reserves the right to disqualify and immediately remove from eligibility to submit Bid Submissions for an indeterminate period, the name of any vendor, which will include the names of such vendor's principals, and the names of any other business which may be operated by such principals, for failure to carry out its obligations for the entire term under any previous Award or resulting Contract pursuant to a Bid Request process with the Board, in the sole and unfettered discretion of the Board.

4.20 Disqualification for Misrepresentation

DDSB may disqualify the Vendor/Contractor or rescind an Agreement subsequently entered if the Vendor/Contractor's Proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.21 Examination of Site

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

acts, ordinances, rules, regulations and codes which may affect the Work of the Contract. The DDSB will not consider any claim for extra work, expense and errors incurred by the Vendor/Contractor resulting from failure to comply with these conditions before Bid Submission.

The dimensions and information shown on the Bid Request drawings where applicable are furnished in good faith by the DDSB but shall in no way relieve Bidders of the responsibility for ascertaining to their own satisfaction, the nature of all conditions at the site.

4.22 Exclusivity

The DDSB does not relinquish total exclusivity of these requirements to this award, however, the majority and substantial portion will be given to the successful Bidder(s) subsequent to the Contract execution(s). The DDSB reserves the right to acquire other Goods/Services as required.

4.23 Expenses for Consultants And Other Contractors

Consultants and other Vendor/Contractors will not be reimbursed for any hospitality, incidental or food expenses, including:

- Meals, snacks and beverages
- Gratuities
- Personal telephone calls

4.24 Irrevocability Period

A Bid Submission is irrevocable by the Bidder and must remain in effect and open for acceptance for a minimum period of forty-five (45) days following the Bid Closing Date unless otherwise specified.

4.25 Municipal Freedom of Information Protection of Privacy Act (MFIPA)

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

4.26 Privilege Clause

DDSB reserves the right to reject any or all Bid Submissions. The lowest or any Bid Submission will not necessarily be accepted. DDSB reserves the right to cancel the Bid Request at any point in the process without liability. DDSB reserves the right not to proceed with the Bid Request process or to cancel the Bid Request process after Bid Submissions are received if the budget for the process is not sufficient, Bid Submission responses are deemed not to meet the requirements of the process, funding is curtailed, or for any other reason determined to be

detrimental to the DDSB's best interests. In addition, DDSB reserves the right to invalidate any submission from a Bidder:

- (i) who has threatened or is currently involved in any legal disputes with the DDSB with respect to any previously awarded bids, whether or not such legal disputes arise prior to or subsequent to the issuance of this Bid Request; or
- (ii) whose past performance has been unsatisfactory with respect to any previously awarded bid, in the sole and unfettered discretion of the DDSB, whether or not such unsatisfactory performance occurs prior to or subsequent to the issuance of this Bid Request.

4.27 Quantities

The quantities shown are estimates only based on previous volumes. The DDSB makes no guarantee of the quantities or volumes assigned to the successful Bidder(s) in any Contract awarded through this Bid Request process. Payment will be based on actual quantities of Goods/Services received and accepted by the DDSB at the unit prices bid.

4.28 References

Bidders must provide a list of current references, as requested, preferably Ontario school boards. Also, Bidders must include the name, address, contact person, email address, and telephone number of the reference provided.

4.29 Reserved Rights of DDSB

The DDSB reserves the right to:

- (a) exercise any of the rights set out in this Bid Request;
- (b) make public the names of any or all Bidders;
- (c) request written clarification or the submission of supplementary written information from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's response;
- (d) meet with some or all Bidders to discuss aspects of their Bid Submissions;
- (e) verify with any Bidder, or with a third party, any information set out in a RFX;
- (f) verify with a Bidder that it satisfies the conditions for participation and is capable of fulfilling the terms of the Contract, where in the sole discretion of the DDSB, it receives a Bid Submission from a Bidder with a price that is abnormally lower than prices in other Proposals;
- (g) check references other than those provided by any Bidder;
- (h) disqualify any Bidder whose Bid Submission contains misrepresentations or any other inaccurate or misleading information;
- (i) waive any information or minor irregularity at the DDSB's discretion (without this RFX being considered to be amended);

- (j) afford an opportunity to a Bidder to correct unintentional errors of form between the opening of Bid Submissions and the Awarding of a Contract and, if it does so, the DDSB shall afford the same opportunity to all participating Bidders;
- (k) disqualify any Bidder or the Bid Submission of any Bidder who has engaged in conduct prohibited by this Bid Request;
- (l) disqualify any Bidder whose capacity, integrity, or financial ability is, or whose previous experience with the DDSB has been unsatisfactory to the DDSB in its sole and unfettered discretion;
- (m) make changes, including substantial changes, to this Bid Request in the manner set out herein;
- (n) cancel this Bid Request process at any stage;
- (o) cancel this Bid Request at any stage and issue a new Bid Request for the same or similar Work;
- (p) reject any or all Bid Submissions at the DDSB's sole discretion;
- (q) select three or more Bidders as "Preferred Bidders";
- (r) to negotiate with Preferred Bidders;
- (s) terminate negotiations of a contract with any Preferred Bidder at any time and for any reason without liability to such Bidder.

These reserved rights are in addition to any other rights which may be implied in the circumstances, and the DDSB shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any party resulting from the DDSB exercising any of its express or implied rights under this Bid Request.

4.30 Surety

Bid Surety shall consist of the following bonds:

Performance Bond

Performance surety shall be in the amount of fifty percent (50%) of the total amount and is a requirement of this tender.

An agreement to bond for a 50% performance bond issued by an approved surety company authorized to conduct business in the Province of Ontario shall accompany the Bid Submission. An irrevocable letter of credit for 50% of the value of the Contract shall be accepted as surety, in lieu of a performance bond, issued by an approved bank or financial institution having office in Canada and authorized to conduct business in Ontario shall accompany the Bid Submission.

Where the Vendor/Contractor has provided an irrevocable letter of credit as surety, the aforesaid will be returned after completion of the Work and final payment has been accepted by the Vendor/Contractor.

The Vendor/Contractor shall arrange, pay for, execute and furnish to the DDSB a performance bond in an amount equal to fifty percent (50%) of the Bid Price with an approved surety company.

An irrevocable letter of credit for fifty percent (50%) of the Bid Price shall be an acceptable alternative to a performance bond issued by an approved bank or financial institution in Canada and authorized to conduct business in Ontario.

Upon Award of the Contract, the Vendor/Contractor shall promptly provide to the DDSB (Purchasing Department) the surety bonds called for on the Bid Documents.

Labour and Material Payment Bond

Labour and material payment surety shall be in the amount of fifty percent (50%) of the total amount and is a requirement of this tender.

An agreement to bond for a 50% labour and material payment bond issued by an approved surety company authorized to conduct business in the Province of Ontario shall accompany the Bid Submission. An irrevocable letter of credit for 50% of the value of the Contract shall be accepted as surety, in lieu of a labour and material payment bond, issued by an approved bank or financial institution having office in Canada and authorized to conduct business in Ontario shall accompany the Bid Submission.

Where the Vendor/Contractor has provided an irrevocable letter of credit as surety, the aforesaid will be returned after completion of the Work and final payment has been accepted by the Vendor/Contractor.

The Vendor/Contractor shall arrange, pay for, execute and furnish to the DDSB a labour and material payment bond in an amount equal to fifty percent (50%) of the Bid Price with an approved surety company.

An irrevocable letter of credit for fifty percent (50%) of the Bid Price shall be an acceptable alternative to a labour and material payment bond issued by an approved bank or financial institution in Canada and authorized to carry on business in Ontario.

Upon Award of the Contract, the Vendor/Contractor shall promptly provide to the DDSB (Purchasing Department) the surety bonds called for in the Bid Documents.

Bid Submissions not accompanied by the required Agreement to Bond for Performance and Labour and Material shall be rejected.

4.31 Taxation & Duty

Except as otherwise provided the Bid Price(s) shall be in Canadian funds and shall include all duty, customs clearances and all other charges now or hereafter imposed or in force. The harmonized sales tax (H.S.T.) shall be extra to the Bid Price(s). All prices must be quoted

F.O.B. the delivery point(s) as set out in the purchase order(s). Bidders must indicate on the price schedule of the Bid Document their H.S.T. registration number.

4.32 Tie Bids

In the event of a tie Bid Submission, a lottery, as determined by the DDSB, will take place witnessed by the respective Bidders. If a Bidder(s) is not available to attend, at least one other DDSB staff and member of DDSB Purchasing department will be present as a witness and the results recorded accordingly.

4.33 Building Ontario Business Initiative (BOBI)

In accordance with the Building Ontario Business Initiative (BOBI), evaluations of Bids and awarding of Contracts will have to take into consideration the following considerations depending on the value and type of the services being bid on:

- (a) If the value of the **[RFT/RFP/RFSX]** is below: (i) \$133,800 or greater for goods or services, excluding construction; or (ii) \$334,400 or greater for construction; the Board shall award the Contract to Ontario businesses wherever feasible, and
- (b) If the value of the **[RFT/RFP/RFSX]** is below: (i) \$229,600 or greater for goods or services, excluding construction; or (ii) \$8,800,00 or greater for construction; the Board shall award the Contract to Ontario or Canadian businesses, wherever feasible.
- (c) If the value of the **[RFT/RFP/RFSX]** is above the monetary thresholds identified in paragraphs 1 and 2 above, respectively, the Board shall award the Contract to Ontario businesses and businesses of Ontario's trading partners, where feasible, and apply weighted domestic criteria as determined in the bid document.

5.0 GENERAL PROVISIONS

5.1 Contract

Each Bid Submission will be received with the understanding that the acceptance in writing by the DDSB of the offer to furnish all or any part of the Goods/Services described therein shall constitute a contract between the Bidder and the DDSB, which shall bind the Bidder on their part to furnish and deliver the Goods/Services at the Bid Prices, in accordance with conditions of said accepted Bid Submission, prices, specifications, Bid Request terms and conditions.

No alterations or variations of the terms of the Contract shall be valid or binding unless otherwise authorized in writing by the DDSB.

It is mutually agreed and understood that the Vendor/Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract or the right, title or interest therein, or the power to execute such Contract, to any other person, firm, company or corporation without the previous written consent of the DDSB.

For the purposes hereof, the transfer or issuance of shares by a Vendor/Contractor of more than fifty percent (50%) of the voting securities of a Vendor/Contractor to any third party other than to an affiliate (as such term is defined in the Business Corporations Act (Ontario)) or the shareholder or shareholders of the Vendor/Contractor as of the Bid Closing Date, whether or not such transfer or issuance of voting securities takes place in one or more transactions shall, for the purposes of the Contract, be deemed to be an assignment of the Contract requiring the consent of DDSB, unless such transfer or issuance of shares is made pursuant to an initial public offering of common shares under the Securities Act (Ontario).

5.2 Documents Conflicts

In the event of conflict(s) within Bid Documents the following shall apply:

- The terms and conditions shall govern over the specifications
- The specifications shall govern over drawings
- Figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing
- The executed Contract/Purchase Order agreement between the DDSB and Vendor/Contractor shall govern over all documents

Amendments to the Contract, in the form of change orders, shall take precedence over the documents or portions thereof. Change orders, appendices and Addenda to any Contract Document shall be considered part of such document.

None of the conditions contained in the Bidder's standard or general (printed) conditions of sale shall have any affect unless explicitly agreed to by the DDSB and set forth in the purchase order or specifically referred to therein.

5.3 Drawings

The DDSB shall furnish additional instructions, by means of drawings or otherwise, necessary for the proper execution of the Work, consistent with the Contract.

The Vendor/Contractor shall submit a schedule establishing the dates for the submission of shop drawings for the beginning of manufacture and installation of materials and for the completion of the various parts of the Work. The Vendor/Contractor shall advise the DDSB where circumstances necessitate a change to the schedule

6.0 EXECUTION OF THE WORK

6.1 Conduct of Work

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

The Vendor/Contractor shall review the Contract Documents and shall promptly report to the DDSB any error, inconsistency or omission discovered.

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

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

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

The Vendor/Contractor shall conduct the Work with all skill and diligence and shall cooperate with the DDSB and the DDSB's representatives in every legitimate way to conduct their respective business in an effective, successful and harmonious manner, so as to complete the Work specified.

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

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

6.2 Confidentiality

The parties agree that any information concerning the business or affairs of the other party or its directors, officers, agents, principals, elected officials or employees and clients, as applicable, about which the other party becomes aware of in the course of Bidder supplying the equipment shall:

- Be treated as confidential;
- Not be disclosed to any third party or to the Bidder's personnel of the purchaser's staff except as may be required under the agreement; and
- Not be used for any purpose other than that contemplated by this agreement and for the benefit of the other party.

The parties agree that any combination of information which includes such information shall be treated as confidential even if individual parts thereof are not confidential. The parties shall use all reasonable efforts to keep such information confidential, using a standard of care no less than the degree of care that the recipient would be reasonably expected to use for its own confidential information. The parties shall ensure that all recipients of the said information, including the Vendor/Contractor's personnel or the purchaser's staff assume obligations identical in principle with those which the parties assume under this Section.

In the event a party is required by any applicable law to make disclosure of any such information, the party required to make disclosure shall consult with the other party to the extent reasonably practicable in advance as to the contents and timing of such disclosure.

Exceptions

While neither party shall disclose any confidential information of the other, it shall not constitute a breach of the obligations hereto if such confidential information was:

- Already lawfully in the public domain or becomes known within the public domain from no breach of such party;
- Already known to such party at the time of disclosure;
- Independently developed by the party without reference to or use of the information;
- Lawfully received by the party from a third party; or
- Made public with the prior consent in writing of the other party.

6.3 Emergencies

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

Upon commencement of the Work, the Contractor shall provide DDSB with a list of emergency contacts for the related project Work. The Contractor will notify DDSB in the event of any revisions said list provided at the commencement of the project.

6.4 Health & Safety, Laws, Notices, Permits and Fees

The Vendor/Contractor shall obtain the permits, licences and certificates and pay the fees required for the performance of the Work which are in force subsequent to the Bid Closing Date.

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

6.5 Hot Work Permit

Contractor is required to supply a Hot Work Permit for any temporary operation involving open flames or producing heat and/or sparks. This includes but is not limited to: brazing, cutting, grinding, soldering, torch-applied roofing and welding. If the contractor does not have their own Hot Work Permit that meets or exceeds the DDSB standard, then the DDSB can supply one for the contractor to fill out and post on site. All Contractors must employ a Hot Work Policy when conducting work on facilities owned and operated by the DDSB. The sample hot work permit enclosed herein, supported by the Ontario School Board Insurance Exchange (OSBIE) outlines DDSB’s minimum requirements for company hot work policy protocols. A copy of the enclosed permit is available to be supplied by the DDSB upon request.

HOT WORK PERMIT

STOP!
 Avoid hot work or seek an alternative/safer method, if possible.

This Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: brazing, cutting, grinding, soldering, torch-applied roofing and welding.

Part 1

Instructions

1. Firesafety supervisor:

A. Verify precautions listed at right (or do not proceed with the work).

B. Complete and retain Part 1.
 (Part 1A is for quality assurance documentation, if necessary.)

C. Issue Part 2 to person performing hot work.

Hot work by
 Employee
 Contractor

Date _____ Job number _____

Location/building and floor _____

Nature of job _____

Name (print) and signature of person performing hot work _____

I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for this work.

Name (print) and signature of firesafety supervisor/operations supervisor _____

Permit Expires	Date	Time	a.m. p.m.
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Note: Emergency notification on back of form. Use as appropriate for your facility.

To order additional hot work permits, order online at rm@osbie.on.ca or contact the Risk Management Department at 1-800-668-6724.

Required Precautions Checklist

Available sprinklers, hose streams and extinguishers are in service/operable.

Hot work equipment in good working condition.

Requirements within 35 ft. (11m) of hotwork

Flammable liquid, dust, lint and oily deposits removed.

Explosive atmosphere in area eliminated.

Floors swept clean.

Combustible floors wet down, covered with damp sand or fire-resistive sheets.

Remove other combustible material where possible. Otherwise, protect with welding pads, blankets and curtains, fire-resistive tarpaulins or metal shields.

All wall and floor openings covered.

Welding pads, blankets and curtains installed under and around work.

Protect or shut down ducts and conveyors that might carry sparks to distant combustible material.

Hot work on walls, ceilings or roofs

Construction is noncombustible and without combustible covering or insulation.

Combustible material on other side of walls, ceilings or roofs is moved away.

Hot work on enclosed equipment

Enclosed equipment cleaned of all combustible material.

Containers purged of flammable liquid/vapor.

Pressurized vessels, piping and equipment removed from service, isolated and vented.

Fire watch/hot work area monitoring

Fire watch will be provided during and for 60 min. after work, including any break activity.

Fire watch is supplied with suitable extinguishers, and where practical, a charged small hose.

Fire watch is trained in use of equipment and in sounding alarm.

Fire watch may be required in adjoining areas, above and below.

Monitor hot work area for an additional three (3) hours after the 60-min. fire watch.

Other precautions taken:

6.6 No Smoking and/or Vaping

All DDSB facilities and properties are “Non-Smoking” and all vendors/contractors and their employees must abide by this policy.

6.7 Operation of Tools, Equipment & Vehicles On DDSB Property

The Vendor/Contractor will perform service or cleaning after hours if there are restrictions to access during regular school hours. The Vendor/Contractor will not operate power tools, maintenance equipment, snow blowers, lawn mowers, tractors, vehicles or heavy equipment on DDSB property during occupied hours without first reporting to the Principal or the Principal’s designate at the school site. The tools and equipment mentioned above should not be left unsecured or unsupervised on DDSB property.

Drivers of motor vehicles shall not operate these vehicles beyond the parking area without DDSB permission. These vehicles will be operated with due caution at all times while on school property. Speed limits must not exceed 8 kilometers (5 miles) per hour at any time. Delivery and service vehicles must not enter or leave school grounds when students are in the area unless directed by, or with the permission of the Principal or delegate. Drivers will wait for the yard to clear before entering or leaving i.e. recess, etc.

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

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

No vehicle should reverse unless there is a person available to guide the driver (except in designated parking areas).

6.8 Police Record Check

Subsequent to Contract Award, police record checks may be required for the Vendor/Contractor’s staff entering DDSB sites. The Vendor/Contractor shall be required to comply at no cost to the DDSB.

6.9 Protection Of Work & Property

Completion of the Work shall in no way interfere with the use of adjacent buildings or surrounding areas. The Vendor/Contractor shall adequately protect adjacent property from damage or injury. If damage or injury does occur, the Vendor/Contractor will return the damaged or injured property to its original or an equivalent state, at the expense of the Vendor/Contractor. The Vendor/Contractor shall provide, erect and maintain all necessary guardrails, barriers, night-lights, sidewalk and curb protection, etc. as may be necessary or as

the bylaws, regulations or statutes may require. Should the job be stopped for any cause, the Vendor/Contractor will be responsible for and will provide all necessary protection to prevent damage by weather or other causes until the project can be safely completed. Nothing contained in this paragraph limits or releases the contractor from any liability.

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

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

6.10 Quality

Product quality will be of the essence of any Contract issued to successful Bidder(s) through this Bid Request process. The Contractor shall maintain quality control over the area of construction and products provided within until accepted by DDSB.

If product substitutions are necessary after one or more Contract(s) are awarded, any proposed substitute must be approved by the DDSB project representative(s). A formal request (in written or electronic format) for substitution shall be submitted by the Contractor for DDSB review – See subsection 4.2 - “Substitutions”

6.11 Samples

Bidders must provide samples, upon request, for all products during pre-Award evaluations. Failure to do so may result in that Bidder’s product not being considered for Award.

Please note: Samples of small intrinsic value will become the property of the DDSB upon receipt. Bidders must indicate to the DDSB, prior to sample submission, whether title of the product will be relinquished by the Bidder.

6.12 Storage of Materials & Equipment

Materials shall be stored, covered and protected from fire, weather and other damaging conditions at all times. The DDSB may provide temporary storage space for materials if available.

The Vendor/Contractor shall be responsible for all materials and equipment being used on site, and for safeguard of such in case of damage to DDSB property. Refer also to “INDEMNIFICATION”.

6.13 Materials

Unless otherwise specified in Bid Documents, materials and supplies must be new items (not refurbished, not previously used, not re-manufactured), in good operating condition, fit for the purpose for which they are being acquired, and free from defects in workmanship and material.

Any item which fails in any way to meet the specifications of the Bid Request is subject to rejection. The decision of the DDSB pertaining to items being rejected shall be final.

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

6.14 Laws and Regulations

The Vendor/Contractor shall comply with all relevant Federal, Provincial and Municipal statutes regulations and by-laws pertaining to the Work and the performance of the Contract. The Vendor/Contractor shall be responsible for ensuring similar compliance by Vendor/Contractors and subcontractors.

The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

6.15 Supervision

The Vendor/Contractor shall ensure that adequate and competent supervision is provided at all times by a competent supervisor as defined under the Occupational Health and Safety Act (Ontario). The supervisor shall be an employee of the Prime Contractor whom DDSB has awarded the Work to. The person will represent and be an agent for the Vendor/Contractor for all purposes, and directions given to/by the supervisor shall bind the Vendor/Contractor.

The Vendor/Contractor shall conduct the Work with all skill and diligence and shall cooperate with the DDSB and the DDSB's representatives in every legitimate way to conduct their respective business in an effective, successful and harmonious manner, so as to complete the Work specified.

6.16 Workers' Rights

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

6.17 Workmanship

Quality workmanship is required. The Vendor/Contractor shall employ qualified trades/workers experienced in the use of the specific Goods/Services relative to the Contract.

6.18 Work Schedule

The Vendor/Contractor shall submit to the DDSB for approval, when requested, a written "work schedule" before commencing work. Failure to do so may constitute withdrawal of the Contract.

6.19 Unforeseen Conditions & Toxic/Hazardous Substances

If the Contractor encounters an unforeseen condition or hazardous substance at the Place of Work:

1. Immediately identify the condition to the DDSB's project representative.
2. The DDSB will review with the Contractor and provide further direction based on review with DDSB Health & Safety and the consult of a third-party inspection and testing firm if required.

NOTE: WORK IS NOT TO PROCEED until further advised by the DDSB's project representative.

This procedure must be followed and is in place to ensure all workers (the employees of the DDSB and/or the Vendor/Contractor) are adequately protected under the provisions of the Occupational Health & Safety Act of Ontario.

6.20 Warranty

The successful Bidder(s) warrants to the DDSB that:

- All Goods/Services, materials and equipment supplied under the Contract are free of all defects in manufacture and workmanship for a period of not less than 2 years from date of delivery, installation or performance (whichever is the later);
- The Vendor/Contractor(s) shall promptly remedy any defect or deficiency in any Goods/Services, materials or equipment supplied under the Contract to the full and complete satisfaction of the DDSB within seven (7) calendar days following notice to do so from the DDSB at no additional cost to the DDSB, unless otherwise specified.
- In the event that the Vendor/Contractor(s) does not promptly honour the above warranties to the satisfaction of the DDSB, the DDSB may, at the sole cost of the Vendor/Contractor, do whatever it deems necessary and advisable to remedy, rectify or replace the defective, deficient or non-compliant goods, services, materials or equipment.

6.21 Guarantee

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

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

All Goods/Services and/or equipment furnished or supplied pursuant to the Contract shall be installed or attached in such a manner as to preserve all manufacturer's and

Vendor/Contractor's warranties, which shall, together with all parts and components, become the property of the DDSB after successful and satisfactory installation or attachment.

EIFS Manufacturer's Labour & Materials Warranty: The Manufacturer shall agree to repair and/or replace components of the EIF system that fail in materials or workmanship within the specified warranty period. The warranty includes damage to any layer of the system including the finish coat, base coat, and insulation.

- Warranty Period: 20 years from the date of Substantial Completion

Stucco Lamina System Manufacturer's Labour & Material Warranty: The Manufacturer shall agree to repair and/or replace components of the stucco lamina system that fail in materials or workmanship within the specified warranty period. The warranty includes damage to any layer of the system including the finish coat, base coat, liquid air and water barrier, and exterior cement sheathing board.

- Warranty Period: 10 years from the date of Substantial Completion

6.22 Product Data

Provide product data sheets, which show dimensions, appearance, and specifications for Goods/Services included in the Bid Submission, where requested by the DDSB.

6.23 Customs

All commercial customs documents, including but not limited to commercial invoices, Canada Customs Invoices, and bills of lading, as applicable, shall be fully and satisfactorily completed in accordance with Canada Border Services Agency requirements. The Vendor/Contractor shall obtain from the DDSB and show on the relevant commercial documents all that are accessible of the following: The Purchase Order Number or the department/school name of the DDSB purchasing the goods. Goods eligible for duty free entry into Canada according to the Canada-United States-Mexico Agreement (CUSMA) shall be accompanied by a fully completed CUSMA Certificate of Origin or Statement of Origin, stamped or printed, or its equivalent satisfactory to the DDSB. Penalties assessed by CBSA due to incomplete, inaccurate or missing information on a commercial customs document shall be the responsibility of the Vendor/Contractor and shall be charged to and paid by the Vendor/Contractor or shall be deducted from any payment owing to the Vendor/Contractor.

6.24 Workplace Hazardous Materials Information System (W.H.M.I.S)

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

Prior to the initial shipment of good/services hereunder, the Vendor/Contractor shall provide the DDSB with, and during the term of this Contract the Vendor/Contractor shall provide and continuously update, a list of all Goods/Services containing hazardous materials, or any physical agents or devices or equipment producing or emitting physical agents or any

substance, compound or product that is deemed to be or contains a designated substance under the Occupational Health and Safety Act (Ontario).

In accordance with the Workplace Hazardous Materials Information System (WHMIS) Regulation, the Vendor/Contractor shall provide the appropriate Material Safety Data Sheets including all updates, during the term of the Contract. All Material Safety Data Sheets documentation shall be provided to the DDSB in the format requested.

6.25 Workplace Safety & Insurance Board (W.S.I.B.)

The Vendor/Contractor MUST submit to the DDSB (Purchasing Department) at the time of entering into the Contract, a satisfactory clearance certificate from the Workplace Safety and Insurance Board confirming that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid, and the DDSB may, at any time during the performance or upon completion of the Contract, require a further declaration that all such assessments or compensations have been paid.

The DDSB requires all Vendor/Contractors who provide labour and installation services on any of the DDSB properties, as part of the Contract, to be in full compliance with all requirements imposed upon them by the Workplace Safety Insurance Board (WSIB).

Therefore, all of the Vendor/Contractor's personnel must be covered by the insurance plan under the Workplace Safety and Insurance Act, 1997.

A Certificate of Clearance from the WSIB, shall be provided prior to the commencement of work indicating that all payments by the Vendor/Contractor to the WSIB Board have been made.

Clearance certificates shall be renewed by the Vendor/Contractor every ninety (90) days (minimum) and submitted automatically and routinely to the DDSB throughout the period of the Contract.

Prior to final payment, a Certificate of Clearance must be issued indicating all payments by the Vendor/Contractor to the DDSB in conjunction with the subject Contract have been made and that the DDSB will not be liable to the WSIB for future payments in connection with the Vendor/Contractor's fulfillment of the Contract.

For Independent Operators who have elected not to have WSIB coverage, the following shall be provided upon request by the DDSB:

- › a letter from the WSIB confirming Independent Operator status;
- › and evidence of having obtained WSIB optional Insurance.

The DDSB has the right to reject any Bid Submission it deems to have not provided sufficient WSIB coverage.

The Vendor/Contractor will ensure that any and all subcontractors also have valid WSIB coverage.

6.26 Clean Up

The Vendor/Contractor will:


- Keep the job site free from accumulations of waste materials or rubbish caused by employees or work, and at the completion of the day, will remove all rubbish from/and about the site and all tools and surplus materials, and will leave the Work “construction clean”, or its equivalent, unless otherwise specified.
- Clean up on a room-by-room basis as work is completed in that location.
- Use tarps and cover sheets in locations with existing furnishings and equipment. Care must be taken not to damage, dirty or mark floors or walls if furnishings and equipment need to be moved.
- Supply waste/recycling bins and must not use the DDSB’s waste/recycling bin without written approval by the designated representative. In the case of a dispute, the DDSB reserves the right to remove waste and/or repair/clean up where the Vendor/Contractor has failed to do so and charge all costs to the Vendor/Contractor as shall be determined to be fair and just.
- Be responsible for the disposal of material removed from the site in accordance with all legislation and regulations regarding waste handling and disposal. The Vendor/Contractor will not burn any materials on-site and will not allow debris and/or fumes to enter the school’s ventilation system or sewers.
- The Vendor/Contractor shall maintain the place of work in a tidy condition and free from accumulations of waste products and debris.
- At the completion of the Work, the Vendor/Contractor shall remove their surplus materials, tools, construction machinery and equipment and also remove waste products and debris caused by the Vendor/Contractor, their subcontractors or employees.

6.27 Asbestos Work Record

The following document is a required submittal to be filled out and submitted by the designated abatement contractor as part of the Work. The document forms a record of all asbestos abatement executed under the subject Contract. The document shall be filled out by the designated abatement contractor and submitted to DDSB (and the Prime Contractor where one exists) with each progressive billing application for record, including DDSB Facilities Services Analyst and designated Health & Safety Leads. The document below is a sample, and each project will have a fillable pdf form along with our Ebase Asbestos Record extract uploaded to bidsandtenders for the successful contractor to use as required.

Port Perry High School
 Project Name: Window Replacement Phase 4
 Site Address: 160 Rosa Street, Port Perry, ON L9L 1L7

T25-04
 Issued For: Bid
 Date: January 15, 2025



ASBESTOS PROJECT WORK RECORD

PROJECT INFORMATION	
SCHOOL:	DDSB PROJECT #: P - A
ABATEMENT START DATE:	ASBESTOS WORK RECORD SUBMISSION DATE:
ABATEMENT END DATE:	ASBESTOS WORK RECORD SUBMISSION #: <small>enter removal # if only abatement record submitted under DDSB Project # should have a subsequent # assigned to subsequent studies</small>

CONTACT INFORMATION	
ABATEMENT CONTRACTOR	CONSULTANT (if applicable)
CONTACT NAME:	CONTACT NAME:
CONTACT EMAIL:	CONTACT EMAIL:
CONTACT PHONE:	CONTACT PHONE:

ABATEMENT ACCOUNTING		
PROVIDE A BRIEF DESCRIPTION OF ABATEMENT SCOPE OF WORK:		
ACCOUNTING DETAILS		
PURCHASE ORDER #	INVOICE/ DRAW #	TOTAL ABATEMENT COST <small>(including applicable fees & taxes)</small>

ABATEMENT INFORMATION	
PROJECT TYPE	
<input type="checkbox"/> PLANNED PROJECT <input type="checkbox"/> EMERGENCY	<input type="checkbox"/> TYPE 1 <input type="checkbox"/> TYPE 2 <input type="checkbox"/> TYPE 3 **
** TYPE 3 - FOLLOW PROCEDURES OUTLINED IN ANNEX 1; PLANNING FOR, INSPECTION AND MONITORING TYPE 3 ASBESTOS ABATEMENT	
DESIGNATED SUBSTANCE SURVEY PROVIDED	
<input type="checkbox"/> YES <input type="checkbox"/> NO	AIR MONITORING REQUESTED <input type="checkbox"/> YES <input type="checkbox"/> NO
NOTE: AIR MONITORING IS REQUIRED FOR ALL TYPE 3 REMOVALS, BUT MAY BE CONSIDERED FOR TYPE 1 OR TYPE 2 REMOVALS	
eBASE HAZARDOUS SUBSTANCES SURVEY DATA REPORT	
<input type="checkbox"/> eBase Hazardous Substances Survey Data Report generated and reviewed prior to abatement. Date of Report: _____	



ASBESTOS PROJECT WORK RECORD

ACKNOWLEDGEMENT & CHECKLIST	
<input type="checkbox"/> I have included the cost of all applicable invoices to complete the abatement above on page 1.	
<input type="checkbox"/> I have attached the eBase Hazardous Substances Survey Data Report for this location, as referenced on page 1 & 2.	
<input type="checkbox"/> All ACM items removed, repaired, and/or discovered during this project have been listed on page 2, and any additional items affected will require a new work record.	
<input type="checkbox"/> I understand and approve that the financial information and asbestos details listed above will be reported to the Ministry of Education by the Durham District School Board.	
NAME:	POSITION/TITLE & COMPANY:
SIGNATURE:	

A COMPLETED AND SIGNED COPY OF THIS ASBESTOS PROJECT WORK RECORD MUST BE SUBMITTED WITH THE INVOICE/DRAW AND VIA EMAIL TO:

jennifer.walterhouse@ddsb.ca (Facilities Services Analyst),
lauren.dusty@ddsb.ca (Health & Safety Lead), and
anapatricia.franjje@ddsb.ca (Health & Safety Lead)

Please rename this file with the School Name and DDSB Project # prior to sending.
 (e.g. 'Asbestos Project Work Record_Bellwood PS_PO1234.pdf')

7.0 PAYMENT

7.1 Invoicing

Invoicing and ordering format to be in accordance with the latest revision of the Construction Act and DDSB's Contractor Prompt Payment Procedures.

In addition to the requirements of the Construction Act, the following required documentation, and any further required documentation or information that the DDSB and the Contractor may agree upon, must be included in order for the Proper Invoice to be considered complete:

- (i) Completed DDSB Formal Application of Payment by Contractor form including Substantial Performance calculations when applying for Substantial Performance.
- (ii) Contractor's Proper Invoice including itemized breakdown, claims and reference to Purchase Order number where applicable.
- (iii) Cash Allowance breakdown including supporting invoices for claims.
- (iv) Change Order breakdown including front page copy of signed change orders being claimed, including signatures of Contractor, Consultant and Owner.
- (v) WSIB Clearance Certificate including correct project name, date covering the time frame the Work was completed, listing DDSB as the Owner.
- (vi) Completed Statutory Declaration CCDC form 9A, with date.
- (vii) Schedule of values submitted by key/major Sub-Contractors employed by the Prime Contractor which includes a comprehensive breakdown of the sub-contractor's *Work*:
 - Line-item costing
 - Percentage of *Work* complete
 - Balance of work remaining

7.2 Liens (Construction Act)

The Contractor shall comply with the terms and conditions of the latest revision of the Construction Act (Ontario) as amended from time to time.

7.3 Payments to Vendors

The DDSB, at its discretion, will make payments to Vendor/Contractors electronically or by cheque.

Vendor/Contractors are required to provide the DDSB, upon request, with the necessary banking information (e.g. void blank cheque) in order that payments, at the discretion of the DDSB, can be made electronically.

7.4 Purchase Orders

Purchase orders will be issued by the DDSB for all Goods/Services required. No payment will be made unless the Vendor/Contractor can produce a valid purchase order. All invoices submitted for payment must reference the purchase order number issued by the DDSB.

7.5 Certificate of Substantial Performance

The DDSB reserves the right to request the Vendor/Contractor to publish the date of Substantial Performance of the project. Where the value of the project is greater than or equal to the value of \$100,000, exclusive of HST, the Vendor/Contractor shall be required to post a formal publication of the Substantial Performance of the project within a registered news outlet (i.e. Daily Commercial News), and as further set out in the Construction Act.

Where there is no certification or declaration of Substantial Performance of a Contract, or where the required publication has not occurred, lien rights expire at the conclusion of the sixty (60) day period following the date the Contract is completed, as signified by the payment of the final progress claim.

7.6 Right to Audit

The Bidder must provide a formula or means for which the DDSB can verify, at any point during the Contract, that the pricing or percentage mark-up is being maintained by the Bidder. This formula may be used by the DDSB for random spot checks to validate pricing.

The DDSB reserves the right to periodically audit invoices from Vendor/Contractors, issued to the Vendor/Contractor, to verify adherence to Contract pricing.

In the event that pricing discrepancies exist, the Vendor/Contractor, at their expense, shall correct all invoices and issue payment or credit notes to the DDSB within thirty (30) days of the request by the DDSB.

Where a full audit of all invoices is required, the Vendor/Contractor shall perform the audit to the DDSB's satisfaction within thirty (30) days of the request and issue payment or credit note covering all amounts overcharged within sixty (60) days of request for audit.

The DDSB, in its sole discretion, in each case shall determine whether payment by cheque or credit note is appropriate.

Should the Vendor/Contractor fail to perform any of the audit requirements noted above, the DDSB reserves the right to terminate the Contract, without incurring any cost or liability, giving thirty (30) days written notice.

8.0 CHANGES IN THE WORK

8.1 Change Orders and Mark Ups

The DDSB may, without invalidating the contract, direct the Vendor/Contractor to make changes in the Work.

When a change causes an increase, or decrease in the Work, the Contract Price shall be increased or decreased by the unit price(s) quoted, or in the absence of applicable unit price(s), by an amount to be agreed upon between the DDSB and the Vendor/Contractor.

Any changes in the Contract will be in the form of a written change notice from the DDSB Purchasing Department.

Where changes in the Work are made after the Award of Contract and are not to be valued by the unit prices, the Vendor/Contractor agrees to provide bids for the proposed changes to the DDSB (Purchasing Department) indicating the complete breakdown of material and labour costs, mark-up, profit etc.

Mark-up for changes shall be applied as follows:

Prime Contractor's Own Work:
Prime Contractor Overhead = 10%
Prime Contractor Profit = 5%

Sub-Contractor's Work:
Sub-Contractor Overhead = 5%
Sub-Contractor Profit = 5%
Contractor Overhead (only) on Work of Subcontractor = 10%

In the event that any prices or units costs for a Change Order are determined using All Priser, the Proponent agrees to only include up to 50% of the output cost determined by All Priser, failing which the DDSB reserves the right to reduce any unit pricing determined by All Priser and submitted in a Change Order request to 50% of the amount so determined by All Priser.

For clarity, in calculating the value of any changes, the Vendor/Contractor shall apply markups for profit and overhead independently and only to the actual net cost of any increase. Accordingly, the actual net cost used to determine the percentage increase for profit shall not include the increased value for overhead, and vice versa.

8.2 Force Majeure / Delays in The Work

1.1 Force Majeure

For the purposes hereof, "Force Majeure" means the occurrence of an event or circumstance ("Force Majeure Event") that prevents or impedes a party from performing

one or more of its contractual obligations under this Agreement, if and to the extent that the party affected by the impediment (the "Affected Party") proves:

- (a) that such impediment is beyond its reasonable control; and
- (b) that it could not reasonably have been foreseen at the time of the conclusion of the Agreement; and
- (c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.

1.2 Non-Performance by Third Parties

Where a party fails to perform one or more of its contractual obligations because of a default by a third party whom it has engaged to assist such party in performing the Agreement, such party may only invoke Force Majeure only to the extent that the requirements under Article 1.1 are established both for such party and for the third party.

1.3 Presumed Force Majeure Events

In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfill conditions (a) and (b) of Article 1.1, and the Affected Party only needs to prove that condition (c) of Article 1.1 is satisfied:

- (a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;
- (b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- (c) currency and trade restriction, embargo, sanction;
- (d) act of authority, whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;
- (e) plague, epidemic, quarantine or other health emergency affecting the general public, natural disaster or extreme natural event;
- (f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
- (g) general labour disturbance, such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

1.4 Notification

The Affected Party shall give notice of the event without delay to the other party.

1.5 Consequences of Force Majeure

A party successfully invoking Force Majeure is relieved from its duty to perform its obligations under this Agreement and from any liability in damages or from any other

contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice.

1.6 Temporary Impediment

Where the effect of the impediment or event invoked is temporary, the consequences set out in Article 1.5 above shall apply only as long as the impediment invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other party as soon as the impediment ceases to impede performance of its contractual obligations.

1.7 Duty to Mitigate

The Affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked upon performance of the Agreement.

1.8 Agreement Termination

Where the duration of the impediment invoked has the effect of substantially depriving the parties of which they were reasonably entitled to expect under the Agreement, either party has the right to terminate the Agreement by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the Agreement may be terminated by either party if the duration of the impediment exceeds one hundred and twenty (120) days.

1.9 Unjust Enrichment

When Article 1.8 applies, and where either party in the performance of the Agreement derived a benefit before the termination of the Agreement, the party deriving such a benefit shall pay to the other party a sum of money equivalent to the value of such benefit.

9.0 INDEMNIFICATION & LIABILITY

9.1 Indemnification of Client

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

9.2 Intellectual Property Indemnity

The Vendor/Contractor shall defend, indemnify and hold DDSB harmless against all third-party claims, suits, proceedings, costs, damages, losses and expenses (including reasonable legal fees and settlement fees), and judgments incurred, claimed or sustained by DDSB arising out of or related to any allegation that any portion of the Goods/Services (including software and updates, error corrections, or upgrades thereto) violates any patent, copyright, trade secret, trade-mark, or other third-party intellectual property right. If a claim is filed in a court or other administrative proceeding seeking to enjoin the use of the Goods/Services, the Vendor/Contractor shall either:

- (i) at the Vendor's/Contractor's cost, procure for DDSB the right to continue to use the relevant portion of the Goods/Services;
- (ii) replace, at the Vendor's/Contractor's cost, the relevant portion of the Goods/Services with a substitute product that functions substantially in accordance with the applicable specifications of that portion of the Goods/Services; or
- (iii) at the Vendor's/Contractor's cost, modify the Goods/Services so that it does not infringe or misappropriate, provided that the Goods/Services, as modified, continues to perform substantially in accordance with the applicable specifications.

The Vendor/Contractor will have the right to control the defense, select counsel, and direct the course of resolution, including settlement of any infringement claim (but only if the settlement does not include an admission of liability by DDSB, does not involve more than the payment of money, and grants DDSB a full and unconditional release from all liability with respect to the claim). In addition to the defense provided by the Vendor/Contractor, DDSB may elect to retain its own counsel, but the Vendor/Contractor will not be responsible for any fees or expenses of such counsel.

This indemnity shall survive the expiration or sooner termination of the Contract.

9.3 Insurance (Fire)

The successful Bidder shall be responsible for fire insurance on their own facilities and equipment.

9.4 Insurance (General Liability)

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

General liability insurance shall be in the name of the Vendor/Contractor, naming the DDSB as additional insured, with limits of not less than five million (5,000,000.00) dollars inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof.

In the case of any Roof Replacement or New Roofing projects, General Liability Insurance shall be in the name of the Vendor/Contractor, naming the DDSB as additional insured, with limits of not less than ten million (10,000,000) dollars inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Vendor/Contractor shall provide the DDSB (Purchasing Department) with proof of insurance within 10 days of issuance of the written notification of intent to award the Contract.

10.0 RIGHTS AND RESPONSIBILITIES

10.1 Environmental

In an effort to reduce environmental waste, the DDSB promotes and supports goods and services that are environmentally friendly and contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the goods or services. Where possible, packaging shall be manufactured from recycled materials.

10.2 Government or Regulatory Actions

Where any governmental or regulatory authority having jurisdiction (AHJ) requires the DDSB or the Vendor/Contractor to recall or cease using any Goods/Services, the DDSB or the Vendor/Contractor, as the case may be, shall promptly notify the other of such decision or requirement providing all relevant particulars.

In the case of any recall, seizure or requirement to cease using any of the Goods/Services by any governmental or regulatory authority having jurisdiction, the Vendor/Contractor, without limiting the DDSB's rights or remedies, shall be provided the opportunity to provide corrective action satisfactory to the DDSB, as follows:

- replace or repair the good/services and deliver replacement or repaired good/services to the DDSB, which is satisfactory to the DDSB; and
- honour all applicable good/services warranties

In any event, the Vendor/Contractor shall defend, indemnify and hold the DDSB and its officers, directors, agents, principals, elected officials or employees harmless from and against all damages, liabilities, and costs including legal costs on a substantial indemnity basis, arising from or related to such recall, seizure or order to cease using, to the extent that such loss was caused by the Vendor/Contractor.

The responsibility of the Vendor/Contractor under this provision shall also apply in the case where any Canadian governmental or regulatory authority issues an order to seize the Goods/Services (for example, where the Vendor/Contractor failed to exercise the required corrective action and/or the license of the Goods/Services was revoked).

For clarity, the responsibility of the Vendor/Contractor to replace or repair the Goods/Services does not apply where the DDSB decides, in its sole discretion, to cease using the Goods/Services due to health or safety concerns and those concerns have not led to the request by the Canadian governmental or regulatory authority that the Vendor/Contractor take appropriate action to correct or to cease using the Goods/Services.

10.3 Lobbying

Lobbying is inappropriate. Engaging in this kind of behaviour may result in your Bid Submission being disqualified.

10.4 No Publicity or Promotion

No vendor, including a preferred Vendor/Contractor, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the DDSB.

In the event that a Vendor/Contractor, including a preferred Vendor/Contractor, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, DDSB shall be entitled to take all reasonable steps as may be deemed necessary by DDSB, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

10.5 Subcontractors

The Vendor/Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract and to:

- Enter into contracts or written agreements with their subcontractors requiring them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents.
- Be fully responsible to the DDSB for acts and omissions of their subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.
- The Vendor/Contractor **MUST** submit a list of any subcontractor who will be carrying out any part of this contract indicating the Work each subcontractor will be responsible to perform.
- The DDSB may for reasonable cause, object to the use of a proposed subcontractor and require the Vendor/Contractor to employ one of the other subcontract Bidders. In the event that the DDSB requires such a change, the Contract Price shall be adjusted by the difference in cost and mark-up occasioned by such a change.
- Nothing contained in the Contract Documents shall create a contractual relationship between a subcontractor and the DDSB.

10.6 Term of Contract

This Contract is for the period herein stipulated, subject to both satisfactory performance and pricing. Pricing is to remain firm as specified and subsequent years pricing will be subject to negotiation acceptable to the DDSB.

The DDSB reserves the right to extend the Contract subject to negotiations acceptable to the DDSB.

This Contract shall come into force on the effective date and shall expire, unless terminated earlier in accordance with the provisions of the Contract, on the occurrence of any of the following:

- Installation of the Goods/Services has been completed to the satisfaction of the DDSB, as applicable;
- All other Bidder obligations under the Contract have been met to the satisfaction of the DDSB;
- The DDSB has made all of the payments required under the Contract.

If required, either party can ask for confirmation that the Contract has expired. The term of the Contract is subject to any and all rights of either party to terminate the Contract pursuant to the terms and conditions, or otherwise available to either party at law or in equity.

10.7 Termination of Contract

The DDSB shall be entitled to terminate the Contract, without liability, cost or penalty in accordance with the following:

- On written notice to the Vendor/Contractor, if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Vendor/Contractor or its property;
- On written notice to the Vendor/Contractor, if the Vendor/Contractor makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to conduct its business or affairs, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- On written notice to the Vendor/Contractor, following the occurrence of any material change in the DDSB requirements which results from regulatory or funding changes or recommendations issues by any government or regulatory body;
- At any time, without cause, by giving the Vendor/Contractor at least thirty (30) days written notice;
- On thirty (30) days written notice to the Vendor/Contractor in the event of a breach of the representation regarding conflict of interest;
- As per any provision of the Contract that provides for early termination.

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

- Take possession of the Work in progress and materials on site and utilize the construction equipment then on site and complete the Work by whatever method the DDSB may consider expedient but without undue delay or expense.
- Withhold any further payments to the Vendor/Contractor until the Work is complete.

- Recover from the Vendor/Contractor all losses, damages and expense incurred by the DDSB due to the Vendor/Contractor's default (this may be deducted from any monies due or becoming due to the Vendor/Contractor).
- The Vendor/Contractor's obligations under the contract as to quality, correction and general guarantee of the work performance up to the time of termination shall continue to be in force after such termination.

Any termination of the Contract shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either of them of any obligation incurred prior to the effective date of such termination.

10.8 Suspension and/or Stoppage of Work

The DDSB may, without invalidating the Contract, suspend performance by the Vendor/Contractor from time to time for any or all work for such reasonable period of time as the DDSB may determine.

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

The DDSB designated representative has the authority to stop the progress of any work whenever in their opinion, such stoppage may be necessary.

11.0 WORK COMPLIANCE

11.1 Electrical Safety

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

Appropriate label, symbol or seal shall be affixed to all electrical equipment supplied or used in the performance of the Contract. If such label, symbol or seal is absent, the equipment will be returned to the Vendor/Contractor at their expense. The DDSB will not forward payment until this condition is met.

11.2 Electronic Commerce Act

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

11.3 Accessibility for Ontarians With Disabilities Act (A.O.D.A.)

DDSB is committed to the highest possible standards for accessibility. The Vendor/Contractor 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 Ontario Regulation 429-7 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the DDSB has established regulations, policies, practices and procedures governing the provision of its goods and services to persons with disabilities. DDSB Regulation #1305 is available for review on the Boards website under Policies and Procedures at: DDSB Policies, Regulations & Procedures.

Vendor/Contractors are required to comply with the Board's accessibility standards, policies, practices and procedures which may be in effect during the Term of the Agreement and which apply to the deliverables to be provided by the Vendor/Contractor.

11.4 Canadian Standards Association (C.S.A.)

All electrical/electronic components supplied by the Vendor/Contractor must be CSA / ULC and/or Ontario Hydro/Ontario Electrical Safety Authority approved. Appropriate labels must be affixed to the equipment.

12.0 LIST OF PREQUALIFIED BIDDERS

12.1 General Contractors – Category GC3:

Only these pre-qualified general contractors are eligible to be included for the Work. No other general contractors are eligible for this Work. Accordingly, if a Bidder lists any other general contractors who have not been pre-qualified in its Supplementary Bid Form, such Bid Submission will be disqualified.

Anacond Contracting Inc.	Vaughan, ON
Baycrest Project & Construction	Toronto, ON
Deciantis Construction Ltd.	Uxbridge, ON
Gen-eer Construction Ltd.	Barrie, ON
Gerr Construction Limited	Bowmanville, ON
J.V.S. Construction Limited	Whitby, ON
MVW Construction & Engineering Inc.	Lindsay, ON
Orion Construction & Management Co. Ltd.	Toronto, ON
Quad-Pro Construction Inc.	Concord, ON
RJB Construction (1989) Ltd	Newmarket, ON
Seaforth Building Group 1992 Ltd	Scarborough, ON
Snyder Construction	Ashburn, ON
Struct-Con Construction Ltd.	Brampton, ON
Torcom Construction Inc.	North York, ON
West Metro Contracting Inc.	Concord, ON