



**Niagara Catholic District School Board**  
427 Rice Road, Welland, ON L3C 7C1  
Alterations to St. Therese CES Tender #T24-009

April 18, 2024

The Niagara Catholic District School Board, hereafter referred to as NCDSB or the Board, is interested in receiving tender submissions from your firm to provide all material, labour and equipment to perform Alterations to St. Therese CES, Port Colborne, ON, as specified. The alterations are for, but not limited to, a new entry canopy, exterior siding and soffit replacement, window replacement, and renovations to the reception and administration areas. **Work must commence on or about June 21, 2024, with occupancy by August 23, 2024, and must be completed by December 31, 2024.**

**Mandatory site meeting Wednesday April 24, 2024, starting at 10:00 a.m. local time:**

St. Therese Catholic Elementary School – 530 Killaly Street East, Port Colborne, ON

Questions arising from this request must be in writing and directed to Mark Ferri, Administrator of Purchasing Services e-mail: [mark.ferri@ncdsb.com](mailto:mark.ferri@ncdsb.com) and be received no later than Monday May 6, 2024 at 1:00 p.m. local time

**TENDERS ARE TO BE RETURNED TO:**

Mark Ferri - Administrator of Purchasing Services  
Niagara Catholic District School Board, 427 Rice Road, Welland, ON L3C 7C1

**CLOSING DATE AND TIME:**

Thursday May 16, 2024, on or before 2:00 p.m. local time.

Submissions received after closing deadline will be returned unopened. Submissions must be signed by an authorized representative of the Bidding firm.

**IMPORTANT:** Sealed tenders must be returned in an envelope marked: “**Alterations to St. Therese CES Tender #T24-009**” and company name and address clearly shown on the envelope.



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## **INSTRUCTIONS TO BIDDERS**

The Niagara Catholic District School Board is interested in obtaining Proposals for a service provider to provide all material, labour and equipment to provide alterations, as specified.

### **1.0 SUBMISSION OF TENDERS**

- 1.1 Proposals must be received prior to the closing date and time on the Tender Proposal Form provided.
- 1.2 The NCDSB will only consider submissions received from Proponents who have registered with Biddingo and have obtained the tender document(s) directly from Biddingo ([www.biddingo.com](http://www.biddingo.com)).
- 1.3 One (1) original copy of the tender submission is to be provided.
- 1.4 **Bid Bond**  
Submit a bid bond issued by an approved surety company authorized to do business in the province of Ontario appended in the amount of ten percent (10%).  
**Agreement to Bond**  
Submit an Agreement to Bond issued by an acceptable surety company agreeing to provide a 50% Performance Bond and a 50% Labour and Material Bond.
- 1.5 Tenders shall be submitted in a sealed envelope, marked with the Tender number and the title of the Tender, and addressed and delivered to the Niagara Catholic District School Board, Purchasing Services Department, 427 Rice Rd. Welland, Ontario, L3C 7C1
- 1.6 **Please Note: The Catholic Education Centre, 427 Rice Road, Welland, ON is open weekdays from 8:30 a.m. to noon and 1:00 p.m. to 4:30 p.m. (closed daily from noon to 1:00 p.m.).**
- 1.7 Proposals submitted by fax or email will not be accepted.
- 1.8 It is the sole responsibility of each Bidder to make sure that its Tender submission is delivered and accepted at the correct address no later than the closing date and time. Proposals shall be deemed to have been submitted only when actually marked as received at the Board offices. Submissions received after the specified closing date and time will be returned unopened to the Bidder.

### **2.0 FORM OF SUBMISSION**

- 2.1 Every proposal shall be submitted on the TENDER PROPOSAL FORM, and shall be completed without interlineations, alteration or erasure of or with respect to any pre-printed text provided by the Board. The Board reserves the right to reject any proposal where the pre-printed text has been altered.



- 2.2 Proposal submissions shall bear the original signature of the Bidder (or, in the case of a Proposal submitted by a corporation, an authorized signing officer of the corporation), inscribed in the space provided.
- 2.3 All blank spaces provided on the Tender Proposal Form shall be filled in including alternate, separate, and additional or unit prices.

**3.0 PRICES**

- 3.1 The Tender will be awarded to the lowest compliant and capable Bidder.

A	Pricing	100%
B	References/Reputation	Pass / Fail

- 3.2 The Board reserves the right to correct a blatant computational or other mathematical error evident on the face of the proposal; however, unit prices will not be adjusted.
- 3.3 Prices quoted must be expressed in accordance with our specified unit of measure.
- 3.4 Alternate Prices, if any, to be submitted with the Proposal Form provided. Alternate prices offered by bidders will be considered if included. Any such alternates shall be submitted with the Proposal Form on a separate sheet and shall be signed by the authorized bidding officer. Alternates shall not affect the base bid price in terms of selection of successful bidder.
- 3.5 All prices to be tendered in Canadian Funds, FOB Destination. HST will be extra and **should not** be included in proposal prices.
- 3.6 The Board reserves the right to disqualify a Bidders' proposal if they receive a "Fail" reference rating.
- 3.7 In the case of two of the lowest Bids being identical, the Board, in the presence of two Board witnesses, will flip a coin to determine the Successful Bidder.

**4.0 CONFIDENTIALITY**

- 4.1 It is the Board practice to publish the name of the successful Bidder(s). The Board shall make every effort to safeguard the confidentiality of other information included in each submission, however all submissions are subject to the provisions of the *Municipal Freedom of Information and Privacy Act* and the *Personal Information Protection and Electronic Documents Act*.



## **5.0 CONFLICT OF INTEREST**

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

## **6.0 WITHDRAWAL OF PROPOSALS BY BIDDER**

- 6.1 A Bidder may withdraw a submission at any time prior to the closing date and time by delivering a written request to that effect to the address specified for the deposit of tender, but no such request received after that closing date and time shall be effective. A withdrawal request shall be effective only where made in writing, on company letterhead, and actually received by the Purchasing Services Department. A faxed withdrawal may be accepted where its authenticity appears genuine in the absolute discretion of the Administrator of Purchasing Services.
- 6.2 A Bidder who withdraws a submission prior to the closing time and date may submit a revised proposal at any time prior to that closing date and time, but otherwise no amendment may be made to a proposal after it has been submitted, and in particular no amendment may be made to a proposal orally, or by fax, email, or otherwise than by a sealed document.

However, if more than one proposal has been inadvertently submitted prior to the official closing date and time, the last submission received shall supersede and invalidate all those previously submitted by that Bidder

## **7.0 OPEN FOR ACCEPTANCE**

- 7.1 A submission shall be irrevocable (i.e. open for acceptance by the Board) for a period of ninety (90) days following the closing date.

## **8.0 FORMATION OF AN AGREEMENT**

- 8.1 The Board will issue a purchase order(s) to the Successful Bidder(s) which will incorporate all of the terms and conditions of the Tender and the Agreement. **Notification of award will be made via Biddingo.com**

## **9.0 INTERPRETATION, CLARIFICATION AND ADDENDA**

- 9.1 The Board reserves the right at any time prior to the closing time
- To withdraw or cancel the tender;
  - To extend the time for the submission of tender; or



- To modify these Instructions, the Tender Proposal Form, and the Specifications by the publication of an Addendum or other notice, and the Board shall not be liable for any expense, cost, loss or damage incurred or suffered by any Bidder (or any other person) as a result of its so doing.
- 9.2 All Addenda will be posted on the Biddingo website. It is the responsibility of the Bidder to check for Addenda at Biddingo.com.
- 9.3 All Addenda issued shall become part of the tender documents and will be considered in determining the proposal prices.
- 9.4 It is the responsibility of the Bidder to seek clarification of any matter that they consider unclear before submitting a Tender. Any request for clarification of these Instructions, the Tender Proposal Form, or any of the submission documents considered to be material shall be submitted in writing prior to Monday May 6, 2024 – 1:00 p.m. local time. All questions will be answered and posted to the Biddingo website by Wednesday May 8, 2024 – 2:00 p.m.
- 9.5 All communication between a Bidder and the Board shall be in writing and be directed to the designated representative shown on the tender cover page (including requests for information, instructions or clarification). Written answers or clarifications shall be shared with all Bidders and issued in the form of an Addendum. The Board shall not be bound by any oral instruction, amendment, clarification, information, advice or suggestion from any member of the Board’s staff or Consultant to the Board.
- 9.6 Where a tender has been received by the Board prior to the publication of an addendum or notice, the Board shall allow the Bidder concerned to submit a revised submission prior to the closing date and time or to send a written acknowledgment that the original submission shall stand.

## **10.0 CONDITIONS OF THE TENDER**

### **10.1 Proposal Timelines:**

Issue Request for Proposal	April 18, 2024
Mandatory Site Meeting	April 25, 2024 10:00 am
Questions in Writing Deadline	May 6, 2024 1:00 pm
Response to Submitted Questions	May 8, 2024 2:00 pm
Proposal Closing Date and Time	May 16, 2024 2:00 pm



- 10.2 Where in the view of the Board, an insufficient number of submissions have been received; the Board may cancel and re-issue the tender (on the same or revised terms from the original request).
- 10.3 Where the contract is awarded to the highest ranked qualifying Bidder, the Board may negotiate amendments to the contract or to the work to be done or services or materials to be supplied under the contract and no other Bidder shall have any right to object that its Tender submission would have been ranked higher had the negotiated amendments been included in the original tender.
- 10.4 Regardless if a submission otherwise satisfies the requirements of the tender, the NCDSB reserves the right to reject any submission received from a person or agency that:
  - I. Is or has been involved in litigation with the Board, within the five year period preceding the date of the proposal.
  - II. The Board has made a claim under a bid bond, a performance bond or a warranty bond within a five year period preceding the date of the proposal.
  - III. In the opinion of the Board or its legal advisors, does not possess the experience, or financial, technical, personnel or other resources that may reasonably be expected to be necessary in order to carry out the obligations that the Bidder proposes to assume under the terms or its submission.
- 10.5 Bidders submitting shall be actively engaged and thoroughly experienced in the lines of work required and shall be able to refer to previous work of a similar nature satisfactorily performed by them. The contractor shall carry out all work and perform all of its obligations in a good professional manner, according to the best standards of practice of the industry, profession or trade in which the contractor carries on business (including any applicable standards of professional conduct).
- 10.6 The contractor shall employ properly qualified and experienced workers to carry out all work required in connection with the Contract. The contractor shall neither bring onto nor allow the use of tobacco, alcohol or illegal narcotics or controlled substances upon any Board property.
- 10.7 The contractor shall use only new, first class materials, and shall cause their suppliers to do the same. The contractor shall correct or replace any defective work or material at its own expense, upon the direction of the Board. Where the Bidder refuses or neglects to remove any defective



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work or material supplied by it in accordance with a written notice by the Board, such work or material may be removed by order of the Board at the Bidders expense. The Board reserves the right to deduct the cost and expense of such removal from any moneys due to or that become due to the contractor on any account.

- 10.8 The Bidder shall have an adequate work force with proper equipment in good working condition, and shall have ready access to all materials, equipment and accessories required to perform its obligations under the contract.
- 10.9 Three (3) references, with one from a School Board or Education Institute **must** accompany the submission. Only the references from the best ranked Bidder(s) shall be checked. If the references do not indicate performance satisfactory to the NCDSB, the Bidder will not be considered. **The Board reserves the right to check references other than those provided by the bidder.**
- 10.10 All electrical equipment must be approved by agencies recognized by the Electrical Safety Authority of Ontario and must be labeled accordingly. The Board reserves the right to refuse delivery of or return any equipment received without a recognized certification sticker affixed.
- 10.11 Electrical Under Voltage Protection – All electrically operated equipment shall be supplied with electrical controls that meet the requirements of the Ontario Electrical Safety code, Section 20-400.
- 10.12 Payment shall be made to the supplier on a net thirty (30) day basis, after completion of the work and upon receipt of a properly executed invoice. Invoices shall include the name of the school / location, the dates the services were provided, the unit cost per service, a subtotal, the payment terms/discount, the amount of Harmonized Sales Tax (HST) and the Total with HST.

Original invoice covering services performed should be mailed to:

Accounts Payable Department  
Niagara Catholic District School Board  
427 Rice Rd.  
Welland, ON, L3C 7C1

Or emailed to: [accounting@ncdsb.com](mailto:accounting@ncdsb.com)

- 10.13 **The Board will assume no responsibility for payment for any services over and above those specified, unless approved in advance in writing by the Boards' Authorized Representative(s)**





## **11.0 GUIDELINES REGARDING TENDER IRREGULARITIES**

- 11.1 Late submissions will not be accepted.
- 11.2 Submissions that are not completed in full, or are not typewritten, or not legible writing (in ink) may be rejected.
- 11.3 The Board reserves the right to reject qualified or conditional submissions, i.e. tenders which are submitted subject to a caveat added or alterations to the Tender Proposal Form, or under a covering letter.
- 11.4 Unsigned submissions will be rejected.
- 11.5 Proposals not complying with these instructions, and any addendum will be rejected.
- 11.6 Proposals not completed on the proper form, or received on a document other than the original document supplied by the Board, may be rejected by the Board at its discretion.
- 11.7 The Board may at its discretion reject any proposal where the Tender Proposal Form or related document contains any erasure, change, overwriting, white-out, cross-out or strike out, where the same has not been initialed by the Bidder, or where (in absolute discretion of the Administrator of Purchasing) the effect of that amendment is ambiguous or otherwise unclear.
- 11.8 Where an Addendum is not acknowledged on the Tender Proposal Form, the Board may reject the Proposal where the Addendum has financial implications, unless it is clearly evident, in the absolute discretion of the Administrator of Purchasing, that the Addendum has been factored into the prices quoted.

## **12.0 BRAND NAME**

- 12.1 Unless otherwise specified on the Tender Proposal Form, any reference to the trade name, brand name or catalogue number of a particular manufacturer shall be understood to have been made solely for the purpose of establishing and describing general performance and quality levels of the item to be supplied and shall not be construed to restrict Bidders to that manufacturer.
- 12.2 Despite subsection 12.1, if an item is other than the one specified in this proposal, it is the Bidder's responsibility to demonstrate that the product proposed meets the specifications, and the Bidder shall submit brochures and samples upon request and provide full specifications in detail on the



item(s) proposed. The Board shall be the sole judge (in its absolute discretion) as to whether an item proposed meets its specifications.

### **13.0 LIABILITY**

- 13.1 The successful Bidder shall provide and maintain, during the term of the Contract, Commercial General Liability Insurance acceptable to the NCDSB and subject to limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
- 13.2 The successful Bidder, their agent, all workers and persons employed by them, or under their control, will use due care that no person or persons are injured and that no property is damaged in the execution of the work and the successful Bidder will be solely responsible for all damages to person or property, including theft.

### **14.0 ANTI LOBBYING RESTRICTIONS AND REQUIRED DISCLOSURE**

- 14.1 Bidders, their company staff members, or anyone involved in preparing their proposal submission must not engage in any form of political or other lobbying whatsoever with respect to this project or seek to influence the outcome of the proposal and subsequent procurement process. This anti-lobbying restriction extends to all Board staff and elected trustee members of the Board.
- 14.2 In the event of any such lobbying, the Board may reject any proposal submission by that Bidder without further consideration and terminate that Bidder's right to continue in the proposal and any subsequent procurement process. All correspondence by interested parties with the Board must be directly and only with the Board contact person identified in the tender document. It should be duly noted by all Bidders that this anti-lobbying restriction extends from the release date of this tender through to the date and time when the Board formally awards the contract by purchase order or other means. Any lobbying undertaken during this time frame by any Bidder or the Bidder's company staff members, or anyone involved with their tender submission may result in immediate disqualification from the process. This anti-lobbying restriction is not meant to affect the day-to-day operations of the Board, its staff and the elected trustees of the Board that may necessarily include contact with potential proponents to this Proposal regarding other business.
- 14.3 This section shall not be intended to disallow any meetings, interviews, or clarifications requested or authorized by the Board, its authorized staff, the Board's representative for this work or their authorized designates.



## **15.0 ENVIRONMENTAL CONSIDERATIONS**

- 15.1 The NCDSB encourages vendors to minimize the amount of packaging used for transporting materials to our facilities and to reduce multiple layers of packaging whenever product integrity will not be threatened. The Board also requests that vendors use “green” packaging made with recycled content materials and/or materials which are recyclable or biodegradable.

The NCDSB expects responsible vendors to do their part in helping to reduce the volume of materials that get sent to landfills and reduce the environmental impact associated with packaging materials.

## **16.0 PRESENTATIONS**

- 16.1 Upon review of the proposals the NCDSB may request the short-listed proponents to make a presentation to the committee in order to clarify or verify the proposal and to develop a comprehensive assessment of the proposal. Presentations are at the option of the Board and may not necessarily be conducted. Proponents are therefore encouraged to present as complete a proposal as possible initially. If deemed necessary, proponents will be contacted to schedule a specific date and time for a presentation.

## **17.0 ACCESSIBILITY**

- 17.1 The Successful Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations there under with regard to the provision of its goods or service to persons with disabilities. The Successful Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or service through its procurement process, consider the accessibility for persons with disabilities to such goods or service. This legislation can be accessed through the following link to the Government of Ontario's website:  
[http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/understanding\\_accessibility/aoda.aspx](http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/understanding_accessibility/aoda.aspx)



## **18.0 PURPOSE AND TIME LIMITATION**

The purpose of this request is to supply all material, labour and equipment necessary to complete the scope of work in a manner which is acceptable to the Niagara Catholic District School Board.

18.1 The contractor shall:

- a) Secure and maintain, during the full term of this Contract, liability insurance coverage to the extent of at least \$5,000,000 per incident and commercial general automobile liability insurance to the extent of \$2,000,000 per incident for all licensed vehicles provided; however, if the contractor has already such coverage on his business in the said amount, he/she shall not be required to place additional coverage. The NCDSB shall be designated as a named insured on any policy if requested.
- b) Enroll all workers, including all principals if so designated, and ensure all sub-contractor workers are enrolled under the Worker's Compensation Act and pay all rates and levies in connection therewith and do all things required of an employer under the said act. Where an independent operator, employer or executive officer provides onsite work, they must first have applied to and be deemed a worker by the Worker's Compensation Board.
- c) Pay all employees' wages and salaries promptly and pay for all materials promptly and shall indemnify and save harmless the NCDSB from all claims for construction lien as registered during the term of this contract or after the expiration date of the same, whether such lien is valid or not. The contractor shall forthwith have the said lien removed from the title of the school properties, or any part thereof, at the expense of the contractor and the contractor agrees to indemnify the NCDSB, against any damages and /or costs suffered or incurred by it as a consequence of the registration of any such lien.

18.2 The contractor shall furnish all materials, labour, and equipment and any other incidentals required for the completion of work as listed, except as otherwise specified.

18.3 The contractor shall obtain any required permits and conform to any existing applicable codes, such as the Canadian Standards Association, Underwriter's Laboratories of Canada, Ontario Fire Code, Ontario Building Code, Ministry of Labour, and all local Bylaws and any other applicable regulatory requirements.

18.4 The contractor shall be solely responsible for loss or damage of his tools, equipment or any materials on NCDSB property.



- 18.5 The amount payable to the contractor will not be increased or decreased by reason of any increase or decrease in the cost of plant equipment, labour, materials, taxes or the wage as set out in the contract or purchase order.
- 18.6 No variation from the work that may involve or will result in addition to the amount of the contract or reduction of quality, shall be proceeded with until written approval has been obtained from the NCDSB.
- 18.7 When there is a scheduled mandatory site meeting, each bidder must attend and examine the site to obtain a clear and comprehensive knowledge of the conditions and limitations thereof.
- 18.8 On completion of work, the site shall be left in a clean and orderly condition. All construction-generated debris shall be removed and disposed of off-site. Under no circumstances shall the contractor dispose of any materials in NCDSB garbage receptacles or dumpsters.
- 18.9 The contractor shall be responsible to meet quoted project completion deadlines.
- 18.10 If the contractor should neglect to execute the work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree, the Board may:
  - a) Correct such default and deduct the cost thereof from any payment then or thereafter due to the contractor, or
  - b) Terminate the contractor's right to continue with the work in whole or in part or terminate the Contract.
- 18.11 Prior to commencement of work, the contractor shall review the asbestos report for the building (available at the building). The contractor shall evaluate the potential presence of asbestos in the specific work zone. If present, the Administrator of Facilities Services shall be notified, and no work is to proceed until any material containing asbestos have been dealt with in accordance with the "Specifications for Asbestos Control/Removal Work in the Niagara Catholic District School Board Facilities".
- 18.12 The contractor shall ensure the work zone is clearly delineated by means of visual marker or barricades and that no persons other than those employed by the contractor are present in the work zone.

**Student safety is a paramount concern and the contractor must employ on their own initiative, any and all reasonable preventive measures to secure the safety of the students while performing the work.**



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- 18.13 The contractor shall be responsible for taking such action to prevent damage to surrounding structures, equipment or properties. The contractor shall be liable for the cost of any damage to surrounding structures, equipment, or properties resulting from the contractors, or sub-contractors, failure to take reasonable precautions, negligence or neglect.
- 18.14 It shall be the contractor responsibility to ensure all workers including owners designated as workers on the project abide by the regulations for construction projects as outlined by the Occupational Health & Safety Act latest version, as well as any other safety standards that are applicable by law or established by generally accepted industry standards or by applicable industry associations.
- 18.15 The contractor agrees to indemnify the NCDSB against any claims, fines and costs incurred by it as a result of the contractor or workers breaching the Occupational Health & Safety Act herein including costs incurred in preparing for and attending any hearing or trials in connection therein.
- 18.16 Except as expressly and specifically permitted in these instructions, no proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this tender and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

## **19.0 GENERAL CONDITIONS AND REQUIREMENTS**

### **Start Date**

Within two weeks of award of contract or letter of intent a construction schedule with start/completion dates must be submitted by the contractor. **Work must commence on or about June 21, 2024, with occupancy by August 23, 2024, and must be completed by December 31, 2024.**

### **Interruptions**

- 19.1 The Contractor shall not interfere, interrupt or inconvenience any program or operations in the school or cause it to be done so by others unless agreed upon by school administration. Furthermore, the contractor is expected to fully cooperate with school administration in the execution of all work and schedules.



## **Pre-Construction Site Meeting**

- 19.2 Prior to the project commencement date, a meeting will be held at the school site with the following parties present (as required): Generals and/or Sub-Contractors, The Board and/or Consultant, School Principal / Vice Principal, Head Custodian.  
The purpose of this meeting will be to discuss pertinent concerns, the proposed work schedule, and any other relevant project details.

## **Contractor's Use of Site**

- 19.3 The Contractor shall be responsible for the following:
- a) Removal and disposal of all surplus or waste material, with the exception of that specifically identified as Board property.
  - b) Not encumbering the work site with material and equipment.

## **Protection of Adjacent Structures or Properties**

- 19.4 The Contractor shall be responsible for providing protection to surrounding structures, equipment and property. The contractor shall be liable for the costs to repair any damage to the above.

## **Environmental Protection**

- 19.5 The Contractor shall dispose of all waste or surplus materials, used or generated on the site, in accordance with Ministry of Energy and Environment Standards and Regulations.

## **Codes and Standards**

- 19.6 All work shall be performed in accordance with all national, provincial or municipal codes. The contractor shall accept liability for any work required to complete the job or rectify deficiencies in accordance with such codes and shall indemnify the Board in the event of injury or damage, claim or action, arising from the Contractor's, or sub-contractors, failure to comply with all applicable codes and regulations.

## **Workmanship**

- 19.7 All work shall be performed by qualified and certified personnel licensed in the Province of Ontario and trained in the operation of equipment and the execution of work required.



## **Safety Requirements**

- 19.8 The Contractor shall comply with:
- a) All requirements set forth in the Occupational and Safety Act for Industrial Establishments.
  - b) The requirements of the Workplace Hazardous Materials Information System (W.H.M.I.S.) regarding the use and storage of hazardous materials.

## **Sub Contracts and Assignment**

- 19.9 No sub-contractors are to be used for this work unless prior written authorization is obtained from the Board. It is mutually agreed and understood that the Successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or the right, title or interest therein, or the Bidder's power to execute such a contract, to any other person, firm, company or corporation without the express written consent of the Board. Any unauthorized, assignment shall be void and have no force or effect against the Board. If assignment is authorized, any work undertaken by sub-contractor shall, in no way, relieve the Successful Bidder of its responsibilities to the Board.

## **Services Performance Warranty**

- 19.10 The contractor warrants that the services delivered by the contractor to the NCDSB under this contract shall be performed promptly and completely in a professional manner, including consistent, uninterrupted delivery and performance of such service.

## **Termination**

- 19.11 The NCDSB shall have the right to forthwith terminate this Contract without prejudice to any other rights which it may have in this Contract, in law or in equity, upon the occurrence of any one or more of the following events (hereinafter called a "Default"):
- a) The Supplier defaults in the performance of any of its material obligations provided for in this Contract or fails to diligently provide any related services in accordance with the terms and conditions of this Contract.
  - b) The Supplier fails to conform to any relevant federal, provincial, or municipal law, regulation, by-law or other requirement, including, without limitation, any applicable health and safety act or regulation.





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- c) The Supplier is unable to pay its debts when due, makes any assignment for the benefit of creditors, files any petition under the bankruptcy or insolvency laws of any jurisdiction, has a receiver or trustee to be appointed for its business or partners, or is adjudicated to be bankrupt or insolvent.

In the event of Default of this Contract, the NCDSB is required to serve written notice of such default or contravention to the Supplier. If within ten (10) days of the date of receipt of such notification the Supplier fails to rectify the default or cease the contravention, the NCDSB may terminate this Contract by providing the Supplier with twenty (20) days' notice of termination.

In the event of a violation that is deemed severe by the Board, the Board may terminate with a shorter or immediate notice.

## **Debriefing**

- 19.12 Not later than sixty (60) days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the Administrator of Purchasing Services requesting a debriefing from the Board.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

The Board will not disclose submission information from other Proponents. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities.

## **Dispute Resolution**

- 19.13 The bid dispute resolution process is intended to ensure that any dispute is handled in an ethical, fair, reasonable, and timely fashion. This bid dispute resolution procedure complies with bid protest or dispute resolution procedures set out in the BPS procurement directives and applicable trade agreements.

Where a proponent wishes to dispute the outcome of a project, subsequent to a debriefing with Purchasing Services, the process outlined below is to be followed:

- I. The aggrieved party (aggrievor) is to file their bid protest with the Administrator of Purchasing Services in writing, within 7 business days of the debriefing meeting. The aggrievors filing should include:



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- Their name and address
  - Identification of the contract or bid solicitation being protested
  - Detailed and factual statement of the grounds for protest
  - Supporting documentation
  - Desired relief, action or ruling
- II. The Administrator of Purchasing Services will respond to the aggrieved, within 10 business days of receiving the bid protest notice.
- III. If the aggrieved is not satisfied with the resolution, the aggrieved must contact the Superintendent of Business & Financial Services and copy the Administrator of Purchasing Services, by certified mail, within 10 business days of receiving the first response from the Administrator of Purchasing Services.
- IV. The Superintendent of Business & Financial Services will respond to the aggrieved, by certified mail, within 10 business days of receiving the bid protest notice.
- V. The final decision on the issue will be made by the Superintendent of Business & Financial Services and will be resolved within 10 business days of receiving the bid protest.

## **20.0 SCOPE OF WORK AND DRAWINGS**

Project Specifications - Alterations to St Therese CES #T24-009 (330 pages)

Drawings - Alterations - St. Therese CES #T24-009 (14 pages)

### **Note:**

**Nothing contained herein, nor on the drawings shall be construed to relieve the contractor from making good and perfect, in all the usual details of construction, the work involved in the completion of these various projects.**



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**21.0 BID SUBMISSION CHECKLIST**

21.1 Below is a list of mandatory requirements. If you answer “no” to any of the questions below, then your submission will be in jeopardy of being disqualified.

This checklist does not form part of the tender and is provided for information only.

Mandatory Requirements	Yes / No
Proposals must be received prior to the closing date and time	
Proponents must be registered with Biddingo and have obtained documents directly from Biddingo.com	
One (1) original copy of all documents requiring completion must be submitted with your proposal.	
Bid Bond and Agreement to Bond submitted.	
Tenders shall be submitted in a sealed envelope, marked with the Tender number and the title of the Tender, and addressed and delivered to: Niagara Catholic District School Board c/o Mark Ferri, Administrator of Purchasing Services, 427 Rice Road, Welland, ON L3C 7C1	
Every proposal shall be submitted on the Tender Proposal Form, and shall be completed without interlineations, alteration or erasure of or with respect to any pre-printed text provided by the Board.	
Three (3) references, with one from a School Board or Education Institute must accompany the submission.	
All documents requiring signature must be signed by authorized representative of the Bidding firm.	
All blank spaces provided on the Tender Proposal Form shall be filled in including alternate, separate, and additional or unit prices.	



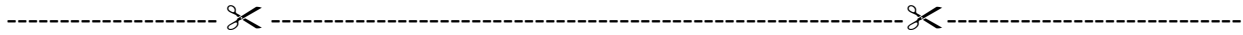
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TENDER #T24-009**

**PROPOSAL ENVELOPE ADDRESS LABEL**

This sample envelope label serves as a guide showing the information required on the outside of your submission envelope.

Proposal must be submitted in a sealed envelope to:



**ALTERATIONS – ST. THERESE CES  
TENDER #T24-009**

**Niagara Catholic District School Board  
c/o Mark Ferri, Administrator of Purchasing Services,  
427 Rice Road, Welland, ON L3C 7C1**

Closing Date & Time: Thursday May 16, 2024 2:00 PM Local Time

COMPANY NAME: \_\_\_\_\_  
*(print)*

CONTACT NAME: \_\_\_\_\_  
*(print)*

CONTACT TITLE: \_\_\_\_\_  
*(print)*

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_