



**Request for Tender  
RFT 20-127**

**Greenhouse Demolition  
at Gary Allan High School**

**Closing Date: May 20, 2020**

**Closing Time: 2:00 p.m.**

Sealed RFTs will be received **via email to [chatelaina@hdsb.ca](mailto:chatelaina@hdsb.ca)**  
on or before 2:00 p.m., Eastern Daylight Time

***Late, Facsimile Bids or E-mailed Bids will not be considered***

April 28, 2020

Amanda Chatelain, CPPB  
Senior Officer – Purchasing

## **Communications Notice**

To obtain documents online please visit: <https://hdsb.bidsandtenders.ca>

If you subscribe to bids & tenders you can login to your account to download the document(s) without the preview watermark. You may also opt to purchase a one-time download for this opportunity. Documents are not provided in any other manner.

All proponents shall be registered as a Plan Taker for this opportunity, which will enable the proponent to download the Request for Proposal (RFP) without the watermark preview, to receive addenda email notifications, and to download addenda.

Should the HDSB receive a proposal that is subsequently found to be from a bidder that is not registered with bids & tenders and the bidder did not obtain the proposal document from <https://hdsb.bidsandtenders.ca> the HDSB reserves the right to remove the proposal from further consideration.

To ensure receipt of the latest information and updates via email regarding this opportunity, the onus is on the proponent to register as a Plan Taker for this opportunity at <https://hdsb.bidsandtenders.ca>.

The following documents form part of all HDSB competitive proposal documents:

HDSB Procurement Administrative Procedure:

<https://www.hdsb.ca/our-board/Policy/Procurement.pdf>

HDSB Asbestos Management in Facilities Administrative Procedure:

<https://www.hdsb.ca/our-board/Policy/AsbestosManagementInFacilities.pdf>

HDSB Vendor Performance Management Administrative Procedure:

<https://www.hdsb.ca/our-board/Policy/VendorPerformanceManagement.pdf>

Broader Public Sector Procurement Directive

[https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/Attachments/001-BPS\\_Procurement\\_Directive/\\$FILE/BPS\\_Procurement\\_Directive.pdf](https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/Attachments/001-BPS_Procurement_Directive/$FILE/BPS_Procurement_Directive.pdf)

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## **Part A – Outline and Instructions**

### **1. Introduction and Board Profile**

The Halton District School Board is composed of approximately 104 school locations (86 elementary and 18 secondary schools). These locations service approximately 64,300 regular day school students (Junior Kindergarten to Grade 12). The Board employs approximately 6,600 employees. Please visit our website <http://www.hdsb.ca> for additional information.

### **2. General Terms of the RFT**

The Halton District School Board, hereinafter referred to as HDSB, is seeking qualified Contractors to complete the demolition of a greenhouse at Gary Allan High School, located at 3250 New Street, Burlington, ON, L7N 1M8, in accordance with the drawings and specifications provided. Specific details of the RFT are to be found in the attached Scope of Work.

**SPECIAL NOTE:** Recognizing that the world is currently experiencing a global pandemic which has created restrictions on the completion of some construction projects, the HDSB would like to request that work commence July 1, 2020.

If the current pandemic prevents the completion of work by August 31, 2020, the HDSB will work with the successful Bidder to come to an agreement to allow the completion of work beyond August 31, 2020.

### **3. Bid Security and Bonding Requirements**

Any bid submission equal to or greater than \$500,000, must be submitted with a Bid Bond in the value of ten percent (10%) of the Total Cost and a Surety Consent in favour of the Halton District School Board. The Surety Consent shall cover a Performance Bond and a Labour & Materials Payment bond, each in the amount of fifty percent (50%) of the contract price as a guarantee that the Bidder shall execute the contract upon award.

The Bid Security so submitted shall be irrevocable and valid for 90 from closing date set for the submission of tender.

In order to be considered for award of a contract equal to or over \$500,000, the Bidder shall submit as part of their Submission, a Surety Consent, completed by a Bonding Company. Any others will not be accepted.

Upon receipt of written notice from the Halton District School Board that it has been awarded the Contract, the successful Bidder shall provide, within five (5) working days of such notice, an original Performance Bond and a Labour and Material Payment Bond, each for the amount of fifty per cent (50%) of the total lump sum price, to guarantee the performance of all obligations of the Contract.

#### **4. RFT Closing Information**

Bidders must submit their Submission **via email** on or before 2:00 p.m., Eastern Daylight Time on May 20, 2020 (the “Closing Time”) to the following address:

**chatelaina@hdsb.ca**  
**Attention: Amanda Chatelain**

To ensure consideration of your Submission it must be delivered and received via email time/date stamp prior to the Closing Time. The Declaration Signature Sheet (Appendix A) must be signed in the space(s) provided, in ink, in longhand, by a person who is authorized by the Bidder to bind the Bidder. *ANY UNSIGNED RESPONSE MAY BE DECLARED INVALID.*

Submissions delivered after the date and time specified **will not be considered**, and will be returned. Submissions delivered to an address other than as specified **will not be considered**.

#### **5. Accuracy of Information/Liability for Errors or Omissions**

While the HDSB has used considerable efforts to ensure an accurate representation of information in this document, the information contained in it is supplied solely as a guideline for Bidders. Any data contained in this RFT or provided by way of Addenda are estimates only and are for the sole purpose of indicating to the Bidder the general size of what is being requested hereunder. The information is not guaranteed or warranted to be accurate by the HDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this document is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFT. It is the Bidder’s responsibility to avail itself of all the necessary information to prepare a Submission in response to this RFT.

#### **6. Communication After RFT Issuance**

All Communications regarding any aspect of this RFT must be submitted via Bids and Tenders.

Bidders that fail to comply with the requirement to direct all communications to the RFT Authority via Bids and Tenders may be disqualified from this RFT 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 RFT:

- any employee or agent of the HDSB, other than the RFT Purchasing contact;
- any member of the HDSB governing body including, without limitation, the director, officers, trustees, superintendents, and any advisors thereto;

Bidders shall promptly examine this RFT and all Appendices, including the Form of Tender, and:

- shall report any errors, omissions or ambiguities; and
- may direct questions or seek additional information on or before the Deadline for Questions to the RFT Purchasing contact.

It is the responsibility of the Bidder to seek clarification, by submitting questions to the RFT Purchasing Contact, on any matter it considers to be unclear. The HDSB shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFT or its process.

In the event a Bidder has any reason to believe that an error, omission or ambiguity exists, the Bidder must notify the RFT Purchasing Contact in writing prior to submitting a Proposal.

If appropriate, the RFT Purchasing Contact will then clarify the matter for the benefit of all Bidders by publication on the same public platform, its website or by notice to Bidders who have requested a copy of this RFT in the same manner as set out in section 6 below.

In answering a Bidder's questions, the HDSB will set out the question, without identifying the Bidder that submitted the question, and the HDSB may in its sole discretion:

- edit the question for clarity;
- answer similar questions from various Bidders only once.

Where an answer results in any change to the RFT, such answer will be formally evidenced through the issue of a separate addendum for this purpose.

## **7. Addenda**

If the HDSB for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Bidders by addendum in the same manner the RFT was communicated. Each Addendum shall form an integral part of this RFT. This RFT may only be amended in accordance with this section.

**All questions related to this Tender must be submitted in writing via bids and tenders prior to 2 p.m. on May 11, 2020. Any addendum will be posted no later than May 13, 2020.**

Any amendment or supplement to this RFT made in any other manner will not be binding on the HDSB.

All Addenda shall become an integral part of this RFT and shall be incorporated into any content. Each Bidder shall be responsible for verifying before depositing its Proposal that it has received all Addenda that have been issued.

## **8. Planned Schedule of Events – Project Schedule**

<b>Event</b>	<b>Date</b>
Release of RFT	April 28, 2020
Question Deadline	May 11, 2020
Issuance of Final Addendum	May 13, 2020
RFT Closing	May 20, 2020
Project Timelines for Completion	July 1, 2020 – August 31, 2020

## **9. Bidder's Costs**

Bidders shall bear all costs and expenses incurred relating to any aspect of its participation in this RFT process, including all costs and expenses relating to the Bidder's participation in:

- the preparation, presentation and receipt of its Submission;
- the Bidders attendance at any meeting in relation to the RFT process, including any presentation or interview;
- the conduct of any due diligence on its part, including any information-gathering activity;
- the preparation of the Bidder's own questions prior to the Deadline for Questions; and
- any discussion and/or finalization, if any, in respect of the Form of Agreement.

## **10. Bidding Format**

Unless otherwise specified in these RFT documents or the final contract entered into between the HDSB and the successful Bidder, responses shall be for a stipulated sum without escalator clauses or other qualifications (when applicable). Bidders submitting a bid with escalator clauses or other qualifications that are not in accordance with the terms and conditions of this RFT may have their bid rejected.

All information entered on this RFT document must be type written or entered in ink. No pencil entries will be accepted.

Erasure(s), overwriting or strike-out(s) must be initialed in ink by the person signing this Submission.



**Respondents will use the following format for their submission:**

- Form of Tender (complete form must be included with your submission, including bonds and any other information as may be required herein)
- Appendix A - Signed Declaration Sheet (must be included with your submission)

**11. Pricing**

Please do not add tax to base (unit) price. (when applicable). Early payment discounts may be considered part of the Submission. Credit Card payment acceptance may be considered part of the Submission.

**12. Subcontractors (*Intentionally Deleted*)**

**13. Mandatory Site Meeting**

A mandatory site meeting will not be held for this tender.

## Part B – Standard Terms and Conditions

### 14. Scope

Unless otherwise expressly stated these Standard Terms and Conditions form a part of this document and apply in like force to contracts for the purchase of commodities as stated in this document. All Bidders will be bound by the terms and conditions set forth, except as specifically qualified in Special Terms and Conditions issued in connection with this document or any Addenda issued relating to this document.

### 15. Definitions

As used herein as well as in all RFSQ, RFQ, RFP, RFI, Tender or contract documents issued by the Halton District School Board, the following definitions will apply.

<b>Addenda/Addendum</b>	an addition/change made to this document, subsequent to its printing or publication.
<b>Applicable Law and Applicable Laws</b>	means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.
<b>Bid/Submission/Proposal</b>	an offer from a Bidder in response to a Proposal/Tender which is subject to acceptance or rejection.
<b>Proponent</b>	a legal entity, being a company, partnership or individual who submits a Bid, Proposal, or Submission in response to a formal request for Bid, Proposal, or Submission.
<b>Board/HDSB</b>	means the Halton District School Board.
<b>Contract</b>	means the agreement, in writing, governing the performance of the Work and/or the purchase and sale of commodities and includes, without limitation, the document (including standard terms and conditions), Bidder Submission and the written document accepting the Bidder Submission (including any notice of acceptance or award).
<b>Document</b>	means the document describing the Goods and/or Services to be purchased and the terms upon which the Goods and/or Services are to be purchased and

	includes, without limitation, those documents referenced on the index of the document and such Addenda as may be issued by the HDSB.
<b>Goods or Services</b>	product and/or any and all labour, vehicles or equipment used by a Bidder in fulfilling a Contract.
<b>HST</b>	means Harmonized Sales Tax.
<b>Intellectual Property</b>	means any trademark, copyright, moral right, patent, industrial design, trade name, domain name, trade secret, know how, integrated circuit topography or other intellectual property, industrial property or proprietary right owned by, licensed to, or used by any third person.
<b>Mandatory Requirement</b>	a minimum requirement – where the words “mandatory”, “must”, “required”, “shall” and/or “will” are referenced in this document and such requirement is identified as a Mandatory Requirement. Failure to comply will deem the submission non-compliant and the bid/submission will be disqualified.
<b>Proposal/RFP</b>	a sealed written offer to supply Goods and/or Services of any value, acceptance of which may be subject to negotiation.
<b>Quotation/RFQ</b>	a written offer to supply Goods and/or Services with a value that is less than \$100,000.
<b>Response</b>	the package submitted by a Bidder in response to an RFP or RFT.
<b>Specifications</b>	those stated requirements for the Goods and/or Services set out in the document.
<b>Subcontractor</b>	a person, firm or corporation having a direct contract with the contractor to perform a part or parts of the Work, or to supply Goods worked to a special design according to the contract documents, but does not include one who merely supplies Goods not so worked.
<b>Tender/RFT</b>	a sealed written offer to supply Goods and/or Services with a value that is greater than \$100,000.
<b>Bidder Submission</b>	means the document as completed by the Bidder for the purpose of offering to sell to the HDSB the services

	and/or goods specified in the document, and includes but is not limited to Quotations, Tenders and Proposals.
<b>Work</b>	means the Work to be undertaken by the Bidder pursuant to the provisions of the Contract.

### **16. Reserved Rights of the HDSB**

The HDSB reserves the right to:

- (a) make public the names of any or all Bidders;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Submission;
- (c) assess a Bidder's Submission on the basis of:
  - (i) a financial analysis determining the actual cost of the Submission when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  - (ii) information provided by references;
  - (iii) the Bidder's past performance on previous contracts awarded by the HDSB;
  - (iv) the information provided by a Bidder pursuant to the HDSB exercising its clarification rights under this RFT process; or
  - (v) other relevant information that arises during this RFT process;
- (d) waive formalities and accept Submissions that substantially comply with the requirements of this RFT;
- (e) verify with any Bidder or with a third party any information set out in a Submission;
- (f) check references other than those provided by any Bidder;
- (g) disqualify any Bidder whose Submission contains misrepresentations or any other inaccurate or misleading information;
- (h) disqualify any Bidder or the Submission of any Bidder who has engaged in conduct prohibited by this RFT;

- (i) disqualify a Bidder for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by the HDSB and at any time.
- (j) make changes, including substantial changes, to this RFT, provided that those changes are issued by way of addenda in the manner set out in this RFT;
- (k) select any Bidder other than the Bidder whose bid reflects the lowest cost to the HDSB;
- (l) review all Bidders utilizing the HDSB Vendor Performance Management Administrative Procedure, which can include suspension of Bidders who fail to meet the HDSB's expectations or who are involved in litigation or threatened litigation against HDSB. The HDSB Vendor Performance Management Administrative Procedure is found at the attached link ([www.hdsb.ca/our-board/Policy/VendorPerformanceManagement.pdf](http://www.hdsb.ca/our-board/Policy/VendorPerformanceManagement.pdf))
- (m) award to one or more bidders according to their requirements;
- (n) cancel this RFT process at any time and for any or no reason;
- (o) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables;
- (p) accept any Submission in whole or in part; or
- (q) award to multiple bidders if circumstances are warranted;
- (r) reject any or all Submissions;
- (s) to limit the number of pre-qualified Bidders eligible to submit proposals for any future projects. HDSB shall not be obligated to provide all pre-qualified Bidders with the same opportunity to bid on all future projects within each stated category. By participating in this RFT, Bidders acknowledge that there is no guarantee that a Bidder will receive any assignments, work or projects and that there is no expectation that any specified number of projects will be made available during the pre-qualification term;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

In addition, the HDSB reserves the right at any time during normal business hours, and as often as the HDSB may deem necessary, to examine, the successful Bidder's records with respect to the successful Bidder's services under the Bidder's purchase order and/or Submission and any Contract. The successful Bidder shall permit the HDSB to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of data relating to matters covered by a Submission, any purchase order and/or any

Contract. The successful Bidder shall maintain and retain all records and other documents related to a Submission, any purchase order, and/or any Contract for a period of seven (7) years from the date of final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the HDSB.

### ***17. Litigation with the HDSB***

The HDSB may, in its absolute discretion, reject a Submission submitted by a Bidder **prior to or after a Submission opening, if the Bidder:**

- (a) is or has in the past 10 years been a party to litigation with the HDSB; or
- (b) directly or indirectly, including by common ownership or control or otherwise, is related to a party currently in litigation with the HDSB or a party that has in the past 10 years been in litigation with the HDSB; or
- (c) intends to use a subcontractor in respect of a specific project who is, or has in the past 10 years been a party to litigation with the HDSB, or who is related to a party currently in litigation with the HDSB or a party that has in the past 10 years been in litigation with the HDSB.

For the purposes hereof, the phrase “litigation with the HDSB” includes cases in which the Bidder or prospective Bidder or any of the parties named above, has advised the HDSB in writing of their intention to commence litigation, or have commenced or have advised the HDSB of their intention to commence an arbitral proceeding against the HDSB (excepting only construction lien demands, notices or proceedings or arbitrations under O. Reg 444/98 of the Education Act).

In determining whether or not to exercise its discretion as set out herein, the HDSB will consider whether the litigation (past or current) is likely to affect a Bidder’s ability to work with the HDSB, its consultants and representatives, and whether the HDSB’s experience with the Bidder, the related party or subcontractor, as the case may be, in the matter giving rise to the litigation, indicates that the HDSB is likely to incur increased staff and legal costs in the administration of the Contract if it is awarded to the Bidder.

### ***18. Accessibility for Ontarians with Disabilities (AODA)***

The HDSB is committed to accessibility and preventing and removing barriers for persons with disabilities. Where practicable, the HDSB will incorporate accessibility features and criteria when procuring or acquiring goods, services and facilities, in which case, a Bidder must be capable of recommending and delivering same in an inclusive and accessible manner, consistent with the Ontario Human Rights Code (“OHRC”), the Ontarians with Disabilities Act, 2005 (“AODA”) and its Regulations, in order to achieve accessibility for Ontarians with disabilities. If the HDSB determines that it is impractical to do so an explanation will be provided upon request.

In accordance with Ontario Regulation 429-07 made under the AODA, the HDSB has established policies, practices and procedures governing the provisions of its services to persons with disabilities, which may be found at:  
<https://www.hdsb.ca/our-board/Pages/Accessibility.aspx>

### ***19. Ability to Negotiate/Contract Negotiations***

The HDSB reserves the right to enter into negotiations with any Bidder as it sees fit, or with another Bidder concurrently. The HDSB will not incur liability to any Bidder as a result of these negotiations.

The HDSB may, prior to and after Contract award, negotiate changes to the specifications, the type of materials or any conditions with the successful or preferred Bidder or one or more of the Bidders without having any duty or obligation to advise any other Bidder or to allow them to vary their bid prices as a result of such changes, and the HDSB shall have no liability to any other Bidder as a result of such negotiations or modifications.

### ***20. Agree to Abide by the Established Process***

It is vital to the HDSB that the process leading to the recommendation of a bidder(s) and the conclusion of an agreement for the provision of these services be, and be seen to be, open and fair and that each of the respondents is treated equally.

No respondent can be seen to be deriving, intentionally or otherwise, an advantage or information, which is not equally available to all other respondents. Nor is it acceptable that any advantage or information be sought or obtained from any unauthorized staff or representative of the HDSB, or any benefit derived from any special or personal relationships or contacts.

All communications, including requests for information, between respondents to this RFT and the HDSB should be between only the representative(s) of the HDSB who has been authorized and designated for that particular purpose. Bidders must not rely on information from any other source.

### ***21. Assignment***

Unless otherwise stated in this document, it is mutually agreed and understood that the successful Bidder will not assign, transfer, convey, sublet or otherwise dispose of the Contract (in whole or in part) or the right, title or interest therein, or the Bidder's power to execute such contract to any other person, firm, company or corporation without the previous written consent of the HDSB. Any act in derogation of the foregoing shall be null and void. For the purposes hereof, the transfer or issuance of shares by a Bidder of more than fifty (50%) percent of the voting securities of a Bidder 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 Bidder as of the Closing Date, whether or not such

transfer or issuance of voting securities takes place in one or more transactions, shall, for the purposes of this Agreement, be deemed to be an assignment of the Contract requiring the consent of the HDSB, unless such transfer or issuance of shares is made pursuant to an initial public offering of common shares under the Securities Act (Ontario).

## **22. Award**

The final award will be based on (but not limited to) the best value for money and quality service delivery from a Bidder who complies with the provisions of this Submission solicitation, including specifications, contractual terms and conditions, who can reasonably be expected to provide satisfactory performance on the proposed Contract based on reputation, references, performance on previous contracts, and sufficiency of financial and other resources, and provides a solution that is a fit with the HDSB's requirements. The lowest price or bid shall not be the sole, determinative factor.

## **23. Breaking a Tie**

In the event of a tie score, the HDSB will resolve same based on the earlier date/time stamp of when the bid was received by HDSB in accordance with this RFT.

## **24. Change Orders**

A change order results when unforeseen conditions are identified from the original scope of work (Contract or Purchase Order) and is inextricably tied to the original scope.

The following steps should occur prior to issuance of a change order that does not originate from HDSB senior management:

- appropriate HDSB approval must be acquired prior to modifying any Contract or Purchase Order
- appropriate written HDSB approval must be obtained prior to commencing the work.

All requests or recommendations for Change Orders shall include the impact to both price and schedule for the work to be performed. HDSB shall have the right to retain consultants or experts to help identify the need or to verify the impact of the change order on the project.

No change in the work shall proceed without the written approval of the Owner. Any change shall be initiated by Owners "WORK ORDERS" which shall bear the change cost and the Contractor's and Owner's representative's signatures as an instruction to proceed. All changes shall be restricted to five percent (5%) overhead and five percent (5%) profit applied to the labour and material cost.



## **25. Conflict of Interest**

For the purposes hereof, "Conflict of Interest" includes:

- (a) in relation to the Submission 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 Submission that is confidential to the HDSB and not available to other Bidders;
  - (ii) communicating with any person with a view to influencing preferred treatment in the Submission 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 Work, services or 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 Bidder's work, services or contractual obligations.

The Bidder shall:

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

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

- i. the Bidder fails to disclose an actual or potential Conflict of Interest;
- ii. the Bidder fails to comply with any requirements prescribed by the HDSB to resolve a Conflict of Interest; or
- iii. the Bidder's Conflict of Interest cannot be resolved.

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

## **26. HDSB Confidential Information**

For the purposes hereof, "HDSB Confidential Information" means all information of the HDSB that is of a confidential nature, including all confidential information in the custody or control of the HDSB, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Bidder in connection with the Contract. For greater certainty, HDSB Confidential Information shall:

(a) include:

- (i) all new information derived at any time from any such information whether created by the HDSB, the Bidder or any third party;
- (ii) all information (including Personal Information) that the HDSB is obliged or has the discretion not to disclose under provincial or federal legislation or otherwise at law; but

(b) not include information that:

- (i) is or becomes generally available to the public without fault or breach on the part of the Bidder of any duty of confidentiality owed by the Bidder to the HDSB or to any third party;
- (ii) the Bidder can demonstrate to have been rightfully obtained by Bidder without any obligation of confidence, from a third party who had the right to transfer or disclose it to the Bidder free of any obligation of confidence;
- (iii) the Bidder can demonstrate to have been rightfully known to or in the possession of the Bidder at the time of disclosure, free of any obligation of confidence when disclosed; or
- (iv) is independently developed by the Bidder;

but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law.

During and following the term of the Contract, the Bidder shall:

- (a) keep all HDSB Confidential Information confidential and secure;
- (b) limit the disclosure of HDSB Confidential Information to only those of its directors, officer, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of carrying out its obligations under the Contract and who have been specifically authorized to have such disclosure;
- (c) not directly or indirectly disclose, destroy, exploit or use any HDSB Confidential Information (except for the purpose of carrying out its obligations under the Contract or except if required by order of a court or tribunal), without first obtaining:
  - (i) the written consent of the HDSB; and
  - (ii) in respect of any HDSB Confidential Information about any third party, the written consent of such third party;
- (d) provide HDSB Confidential Information to the HDSB on demand; and
- (e) return all HDSB Confidential Information to the HDSB before the end of the Term, with no copy or portion kept by the Bidder.

## **27. Criminal Background Checks**

The Bidder acknowledges that the HDSB must be in compliance with Regulation 521/01 of the Education Act (Ontario) - Collection of Personal Information with respect to criminal background checks and offence declarations. The Bidder covenants and agrees to assist the HDSB in complying with same by providing the HDSB, or such other entity as the HDSB may designate, with a criminal background check covering offences under the Criminal Code, the Narcotics Control Act, and any other offences which would be revealed by a search of the automated Criminal Records Retrieval System maintained by the RCMP or, in instances where the Bidder will have access to or is responsible for minors or vulnerable persons, a Vulnerable Persons Clearance certificate in addition to the above ("Criminal Background Check"), together with an Offence Declaration in HDSB approved form, for every individual or employee of the Bidder who may come into direct contact with students on a regular basis at a school site of the HDSB, or who may have access to student information.

For the purposes of this document, the HDSB shall determine in its sole and unfettered discretion whether an individual or employee of the Bidder may come into direct contact with students on a regular basis or may have access to student information. The Bidder agrees to indemnify and save harmless the HDSB from all claims, liabilities, expenses, and penalties to which it may be subjected on account of the Bidder's failure to provide a Criminal Background Check and an Offence Declaration, as aforesaid. This indemnity shall survive the expiration or sooner termination of the Contract. In addition, and notwithstanding anything else herein contained, if the Bidder fails to provide a Criminal Background Check and an Offence Declaration for an individual or employee of the

Bidder who may come into direct contact with students on a regular basis at a school site of the HDSB or who may have access to student information, then the HDSB shall have the right to forthwith terminate the Contract without prejudice to any other rights which it may have in the Contract, in law or in equity.

### ***28. Debrief***

The HDSB, at the written request of a Bidder will conduct a debriefing. Bidders must submit their request within sixty (60) days of Contract award notification. The HDSB will only identify any weaknesses or strengths in the Bidder's submission. No information regarding other Bidders' submissions will be disclosed. The intent of the debriefing information session is to assist a Bidder in presenting a better Submission in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing any opportunity to challenge the procurement process.

### ***29. Dispute Resolution***

In the event that a Bidder wishes to review the decision of the HDSB in respect of any material aspect of the RFT process, and subject to having attended a debriefing, the Bidder shall submit a protest in writing to the RFT Authority within ten (10) days from such a debriefing.

Any request that is not received in a timely manner will not be considered, and the Bidder will be notified in writing.

A protest in writing shall include the following:

- (a) a specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- (b) a specific description of each act alleged to have breached the procurement process;
- (c) a precise statement of the relevant facts;
- (d) an identification of the issues to be resolved; and
- (e) the Bidder's requested remedy.

For the purpose of a protest, the HDSB will review and address any protest in a timely and appropriate manner. HDSB's decision in this regard is final.

### **30. Environmental Statement**

The Board, when practically and financially feasible, will consider the acquisition of goods and services that will reduce the environmental footprint of the Board.

### **31. Force Majeure**

Delays in or failure of performance by either party under the Contract shall not constitute default thereunder or give rise to any claim for damages if caused by occurrences beyond the control of the party affected, including but not limited to, decrees of Governments, acts of God, fires, floods, riots, wars, rebellion, sabotage, and atomic or nuclear incidents. Lack of finances, strikes, lockouts or other concerted acts by workers shall not be deemed to be a cause beyond a party's control.

In the event that performance of the Contract in the reasonable opinion of either party is made impossible by an occurrence beyond the control of the party affected, then either party shall notify the other in writing. The HDSB shall either terminate the Contract forthwith and without any further payments being made, or authorize the Bidder to continue the performance of the Contract with such adjustments as may be required by the occurrence in question and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustment, it is agreed by the parties that the Contract shall be terminated.

### **32. Guarantees and Warranties**

All Work shall be done in a good and workmanship like manner. All materials, goods and services must meet the applicable specifications, either by the HDSB, its consultant on the project or the manufacturer. The Bidder warrants and guarantees that all materials, Goods; Services and workmanship will be free from defects and fit for the purpose intended by the HDSB. All Goods delivered by the Bidder must be new, in good working order and of the latest model possessing all accessories standard to the manufacturer's stock model. The Goods and/or Services must be covered by written guarantees and warranties acceptable to the HDSB.

### **33. Health & Safety / WHMIS**

Bidders and/or contractors must comply with the Occupational Health and Safety Act and its regulations. All Bidder's contractors and sub-contractors and their respective employees will have received health and safety training appropriate to their trade, and will be able to provide proof thereof to the HDSB upon request. Contractors shall be held responsible for any sub-contractors where such are permissible by the HDSB. The HDSB may request and suppliers/contractors/sub-contractors will provide evidence of such training at any time.

Suppliers/contractors/sub-contractors shall comply with the HDSB policies, programs and procedures at all times while on site. All suppliers/contractors/sub-contractors are

required to sign in upon arrival/exit at a HDSB location prior to beginning and at completion of Work.

Suppliers and/or contractors/sub-contractors shall be held responsible for all fines and/or contraventions of legislation which have been incurred by the HDSB.

As per Ontario regulation 278/05 section 10 (5) the HDSB will provide contractors/sub-contractors performing work in HDSB buildings access to the site specific asbestos inventory. Site specific asbestos inventories are available at each HDSB site. Contractors/sub-contractors shall review the site specific asbestos inventory in relation to the scope of work they are undertaking, prior to the commencement of work. The requirements of the HDSB's Asbestos Management Administrative Procedure are to be adhered to at all times. A copy of the HDSB's Asbestos Management Administrative Procedure can be found at:

<http://www.hdsb.ca/our-board/Policy/AsbestosManagementInFacilities.pdf>.

All Work is subject to prior approval by the appropriate HDSB department.

Contractors shall examine carefully the HDSB's Asbestos Register for the Work site, in addition to examining existing conditions for suspected Asbestos Containing Materials (ACM), on which completion of Work is dependent.

Upon discovery of unforeseen suspected ACM affecting completion of the Work, the Contractor shall cease any operations that may disturb said materials and notify the Owner immediately.

The Contractor shall arrange for removal of ACM affecting completion of Work through a HDSB-approved ACM abatement contractor, and arrange for coordination of testing through HDSB Facility Services, if required.

Contractors shall be responsible for any sub-contractors in their employ with respect to the aforementioned requirements.

### ***34. Indemnification and Liability***

The Bidder hereby agrees to indemnify and hold harmless the HDSB, its directors, officers, trustees, employees and agents from and against all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of actions, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted if:

- (a) resulting from the Bidder's failure to observe and conform to the standards established by law or by any other association which has established standards recognized by the Province of Ontario;

- (b) relating to labour and equipment furnished for the Work; and
- (c) involving inventions, copyrights, trademarks or patents, and rights thereto, used in doing the Work and in the subsequent use and operation of the Work or any part thereof upon completion.

### **35. Insurance and Liability**

The successful bidder must indemnify the HDSB from any and all manner of damage or injury, risk, claims, demands, actions, penalties, causes of action, damages and any and all costs arising out of, or incurred by reason of provision of goods and/or services by the bidder. The cost of such insurance will be the responsibility of the Bidder.

The successful bidder(s) will obtain and provide current proof of insurance upon the award, that the successful Bidder will be covered by:

**at least Two Million Canadian Dollars (C\$2,000,000.00) of comprehensive commercial general liability insurance**

for bodily injury, property damage, operations liability, contractual liability and tenant's legal liability, including umbrella liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under the Contract;

**at least One Million Canadian Dollars (C\$1,000,000.00) of business automobile liability insurance** and, if necessary, umbrella liability insurance for owned, hired and non-owned vehicles covering bodily injury and property damage: and With an insurer licensed to carry on business in the Province of Ontario.

In the case of multi-year contracts, a copy of a valid certificate must be provided to the Halton District School HDSB annually thereafter, at least thirty (30) days prior to the anniversary date of the contract commencement date. At commencement of the Contract and throughout the Contract duration, certification shall be submitted on a Certificate of Insurance form with the above-mentioned coverage, thereby protecting the Halton District School Board against claims for property damage and bodily injuries, including accidental death, caused by the successful Bidder(s) or its employees and/or Sub-contractors during the performance of its obligations under the Contract.

The Halton District School Board must be named as additional insured, and the policy must contain a cross liability clause, and thirty (30) day prior notice clause of any cancellation, non-renewal or product change in coverage, terms or conditions.

As a condition precedent to contract award, Certificates of all such insurance policies shall be filed with the HDSB by the successful Bidder and shall be subject to the HDSB's approval as to the adequacy of protection.

All the above-mentioned insurance shall be maintained until the HDSB certifies that the work is complete.

### **36. Invoicing/Payment/EFT**

To ensure that payment is not deferred, the following information shall be on all invoices:

- Bidder's Name or Business Number, Address, Telephone Number and HST registration number
- Invoice Date
- Invoice Number
- Purchase Order Number, Name of Requester, Shipment Destination
- Name of Halton District School Board staff that issued this order
- Complete Good/Service Description (including hourly rates, service/delivery dates, service location)
- Attach Copy of Service Report/Work Order Completed
- Terms of payment
- Total of HST where applicable
- Total Amount Payable

The HDSB's method of payment is by Electronic Funds Transfer (EFT). If the Bidder is a new vendor or current vendor who has not previously utilized the EFT payment service or has banking information which has changed, then an "Application of Vendor Direct Deposit" form is required to be completed, which is available through the Purchasing contact for this document. This form along with a voided cheque or letter from the Bidder's bank should be sent to:

Halton District School Board  
Attention: Accounts Payable Department  
J.W. Singleton Centre,  
PO Box 5005 Stn LCD 1,  
Burlington ON L7R 3Z2 or

electronically to: [apeft@hdsb.ca](mailto:apeft@hdsb.ca) before any invoices are submitted to the HDSB for payment.

Payment terms are Net 28. Early payment discounts may be considered.

### **37. Irrevocability**

The Submission will be open for acceptance by the HDSB and irrevocable by the Bidder for a period of one hundred and twenty (120) calendar days from the Closing Date.



### **38. Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA")**

- (a) The Bidder acknowledges and agrees that the HDSB is subject to MFIPPA. The Bidder further expressly acknowledges and agrees that, upon the acceptance of a successful Submission and conclusion of this process (including execution and delivery of the Contract between the HDSB and the successful Bidder ), subject to subsection (b) below, the Submission shall not be considered confidential for the purposes of Section 10 of MFIPPA and, in the event of an access request or at the discretion of HDSB, shall be subject to release in its entirety without redaction.
- (b) Notwithstanding paragraph (a) above, the Bidder and the HDSB acknowledge and agree that the information listed below is considered to be supplied by the Bidder to the HDSB in confidence:
  - 1. For Services: Hourly rates/fees and information from which such rates/fees could be reasonably deduced.
  - 2. For Goods: Unit costs and information from which such unit costs could be reasonably deduced.
- (c) Notwithstanding the foregoing, the Bidder acknowledges and agrees that, because the HDSB is subject to MFIPPA, all or part of any Submission, including information supplied in confidence, may be subject to release in response to an access request submitted pursuant to MFIPPA. In the event that the HDSB receives a request for access to all or part of a Submission supplied in confidence, the HDSB shall deliver the relevant notice to the Bidder , who shall bare all costs, legal or otherwise, with respect to any objection the Bidder may have in respect of the release of any or all parts of the Submission pursuant to MFIPPA.

### **39. No Guarantee of Work or Exclusivity of Contract**

The HDSB makes no guarantee of the value or quality of goods or services or volume of work to be assigned to the successful Bidder. Any Contract executed with a successful Bidder may not be an exclusive Contract for the provision of the requested Goods or Services. Quantity where specified more or less, are estimates of previous consumption and are furnished without liability to the HDSB.

### **40. Non-Performance/Termination of Contract**

If the Bidder delivers substandard, unapproved or defective items, which are rejected by the HDSB, the Bidder agrees to replace these items at the Bidder's expense with items of a quality deemed acceptable to the HDSB within a 48-hour period of the mutual satisfactory agreement being reached. If the Bidder fails to replace the items within this 48-hour period, the parties agree that the HDSB may purchase substitutes for the rejected items in the open market at no additional cost or liability to the HDSB.

Where at any time the quality of the Goods or Service supplied by the successful Bidder is not of a satisfactory standard, the HDSB may issue a verbal warning outlining the deficiency in supply or other aspects of performance and requiring the successful Bidder to correct those deficiencies within such period of time as stated. If the deficiency is not corrected within the time specified, or having been corrected, there is a further instance of deficient performance, the HDSB may issue a written notice to the successful Bidder, identifying the deficiency in performance and setting a final date or time period for its correction, and advising that if corrective steps are not taken by that date or within that time, the HDSB may terminate the Contract and take corrective action itself.

Until the HDSB is satisfied that the unsatisfactory performance has been corrected, the HDSB may hold back from any payment an amount sufficient to rectify the unsatisfactory performance until its requirements have been met.

The HDSB reserves the right, in its absolute discretion, to terminate a Contract immediately without penalty, costs or damages of any kind whatsoever, where the Bidder has violated any laws or performed any of the following acts while performing work with the HDSB and further reserves the right to take that failure into account with respect to the award of any future contract.

- a) over-billing or duplicate billing;
- b) splitting of invoices;
- c) charging for items not supplied;
- d) charging for items not approved prior to invoicing;
- e) charging for items of one grade, while supplying items of an inferior grade;
- f) Misrepresentation as to the quality or origin of goods, their functionality or suitability for a purpose, or their performance characteristics;
- g) not responding to the HDSB or, failure to complete contract.

#### **41. Ownership**

The Submission, along with all correspondence, documentation and information provided to the HDSB by any Bidder in connection with or arising out of the Submission, once received by the HDSB, shall become the property of the HDSB and may be appended to any Contract and/or purchase order with the successful Bidder.

#### ***42. Permits, Licenses and Approvals***

Bidders shall obtain all permits, licences and approvals required in connection with the supply of the Goods and/or Services. The costs of obtaining such permits, licences and approvals shall be the responsibility of, and shall be paid for by the Bidder.

Where a Bidder is required by any Applicable Law to hold or obtain any such licence, permit, or approval to carry on an activity contemplated in its Submission or in the Contract, neither the acceptance of the Submission nor the execution of the Contract by the HDSB shall be considered an approval by the HDSB for the Bidder to carry on such activity without the requisite licence, permit, consent or authorization.

Without in any way limiting the generality of the foregoing, any electrical Goods being proposed for consideration pursuant to this RFT must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited with the Standards Council of Canada Act (Canada), and shall bear the certification organization's mark identifying the Goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical Goods at any of the HDSB's schools or facilities.

#### ***43. Co-operative Purchasing Provisions***

This document is being issued by the HDSB to meet the HDSB's requirements. The successful Bidder acknowledges that the Provincial Government encourages cooperative procurement initiatives by School HDSBs. Bidders shall indicate on the Form of Quotation if they are willing to extend pricing and submission terms to other District School Boards in the province of Ontario where the scope of work is deemed similar or the same and where both parties are in agreement, in which case they shall be deemed to have granted consent to the HDSB to share the Submission with such HDSBs, subject to such HDSBs agreeing to receive the Submission in confidence on the understanding that the Submission contains financial, commercial, technical and other sensitive information of the Bidder. The Bidder will not be penalized if it does not agree to this provision. The HDSB will not incur any financial responsibility in connection with any purchase by another School Board. Each School Board shall accept sole responsibility for its own contract management such as placing orders and making payments to the successful Bidder.

#### ***44. Proof of WSIB Coverage***

If the Bidder is subject to the Workplace Safety and Insurance Act ("WSIA") or the Workplace Safety and Insurance Amendment Act, 2008 ("WSIAA"), the Bidder shall submit a valid clearance certificate of Workplace Safety and Insurance Board ("WSIB") coverage to the HDSB before commencing the performance of any work or services. In addition, the Bidder shall, from time to time during the term of the Contract and at the request of the HDSB, provide additional WSIB clearance certificates. The Bidder covenants and agrees to pay when due, and to ensure that each of its subcontractors

pays when due, all amounts required to be paid by it or its subcontractors, from time to time during the term of the Contract, under the WSIA and/or the WSIAA, failing which the HDSB shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the WSIB any amount due pursuant to the WSIA or the WSIAA unpaid by the Bidder or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Bidder pursuant to the Contract together with all costs incurred by the HDSB in connection therewith.

#### ***45. Right to Withdraw***

Submissions may be withdrawn prior to the Closing Time. Following Closing, no Submission may be withdrawn. Any Bidder who attempts to do so may have a negative Performance Evaluation placed on record with the HDSB in accordance with the Vendor Performance Management Administrative Procedure

[www.hdsb.ca/our-board/Policy/VendorPerformanceManagement.pdf](http://www.hdsb.ca/our-board/Policy/VendorPerformanceManagement.pdf)

#### ***46. Smoking on HDSB Property***

Smoking of any substance and in any manner is prohibited in all HDSB buildings and on all HDSB property. This includes, without limitation, tobacco, cannabis in any form and vaping.

#### ***47. Vehicle Operation on HDSB Property***

The successful Bidder shall use due care and caution when motorized vehicles are in operation on school property while students are expected to enter or exit the school building and/or are visible outside the school building on school property or adjacent property, particularly during recess, lunch period and preceding and following the end of the school day. Vehicles operated in parking lot and driveway areas shall not be driven at a speed in excess of 8-kilometers/per hour.

Further, on school property drivers must turn off vehicles and remove the keys during any stop. At no time are vehicles to be left running while unattended. It is recommended that the vehicle be locked when left unsupervised. The HDSB will not be responsible for any theft of, or any theft from, vehicles operated by the successful Bidder.

Asphalt play areas around the exterior of the school building are not constructed to handle heavy vehicles. Bidders will be held responsible for any damage to HDSB property including but not limited to asphalt or natural surfaces as a result of using them for access of heavy vehicles. Making good of natural surfaces or asphalt areas that are damaged in the course of the work shall be to the original (new) condition irrespective of their condition prior to commencement of the work, or the condition of the adjacent unaffected areas. Vehicles are only permitted to access, stand or be parked in areas designated by administrative staff of HDSB, which for the purposes of this provision does not include principals of schools.

#### **48. Bidder Conduct**

When on HDSB property, the Bidder and its employees must:

- have proper identification (name badge, uniform with logo, photo I.D. etc).
- be dressed appropriately (the following are not appropriate: clothing that fails to contain the anatomy when the person is carrying out normal duties; clothing with printed slogans, advertising or designs that are obscene or could have a double meaning).
- use appropriate language.
- refrain from wearing scented products or fragrances such as perfume, cologne, after shave, shampoos (as required).
- work with dignity, courtesy and respect for self and others.
- not make noise or move in corridors during morning announcements, and playing of the national anthem.
- observe procedures during fire evacuation and lockdowns, whether they are actual or test (drills).
- park in spots designated by the Principal.

The Bidder must observe all HDSB policies and procedures including but not limited to: Smoke-Free Environment; Sexual, Racial and Ethno Cultural Harassment, etc.

The Bidder will ensure that the education program is not interrupted and that the health and safety of the students and staff is not compromised.

No person who is impaired by alcohol or drugs will enter and/or remain on HDSB property.

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



## FORM OF TENDER

Project: Greenhouse Demolition – Gary Allan High School  
 Project Reference #: RFT 20-127

From(Bidder): \_\_\_\_\_  
Company Name

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City, Province and postal code

\_\_\_\_\_  
 Phone Number Email Address

To (Owner): Halton District School Board  
 2050 Guelph Line  
 Burlington, Ontario L7P 5A8

We, the undersigned, having examined the Tender Documents for the above-named Project, including Addendum, hereby offer to perform the Work in accordance with the Tender Documents, for the Stipulated Price of:

Base Bid Amount	\$
Cash Allowance – Permits, Testing	\$ 10,000
Contingency	\$ 10,000
<b>Sub-Total (Exclusive of Taxes)</b>	<b>\$</b>

**Form of Tender Continued**  
**RFT 20-127 Greenhouse Demolition – Gary Allan High School**  
**Page 2 of 2**

We, the undersigned, declare that:

- a. We agree to perform the Work within the required completion time specified in the Tender Documents,
- b. We have arrived at the Tender without collusion with any competitor,
- c. This Tender is open to acceptance by the Owner for a period of 90 days from the date of Tender Closing,
- d. All Form of Tender supplements called for by the Tender Documents form an integral part of this Tender.

Signature: \_\_\_\_\_  
LEGAL NAME OF BIDDER \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE OF BIDDER & TITLE PRINTED NAME  
I have the authority to bind the Bidder

SEAL



**APPENDIX A - DECLARATION SIGNATURE SHEET**

1. I/WE DECLARE that this Submission is made without collusion, knowledge, and comparison of figures or arrangement with any other company, firm or person submitting a Submission for the same work.
2. I/WE DECLARE that to our knowledge no member of Halton District School Board is, will be or has become financially interested, directly or indirectly, in any aspect of the Contract other than in the appropriate discharge of his/her obligations as an employee/officer of Halton District School Board.
3. I/WE HAVE READ, Understood and agree to abide by the Agreement to Abide by the Established Process.
4. I/WE HAVE CAREFULLY examined the RFT documents, and have a clear and comprehensive knowledge of what is being requested hereunder. By submitting the Submission, the Bidder agrees and consents to the administrative procedures of the Board, as well as the procedures, terms, conditions and provisions of the RFT, including the Form of Tender.
5. I/WE have carefully examined all of the Proposal Documents, and that we have thoroughly reviewed all proposal documentation and addenda number \_\_\_\_to\_\_\_\_, and hereby accept and agree to same as forming part and parcel of the proposed Contract.
6. I/WE ARE AUTHORIZED BY and have the authority to bind the Bidder.

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

Please Print

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

E-MAIL ADDRESS: \_\_\_\_\_

E-MAIL to Send PO: \_\_\_\_\_

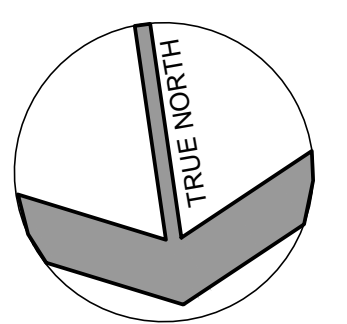


**Scope of Work:**

Provide all necessary labour, material and equipment required to provide Greenhouse Demolition as specified herein.

Contractor shall refer to Grguric drawing specifications for New Street Education – Gary Allan HS.

All construction work is intended to be completed from July 1 – August 31, 2020 subject to Building permit and Provincial emergency measures restrictions. All work after September 1, 2020 shall be completed during unoccupied school scheduled times unless approved by local school administration and Project Leader.

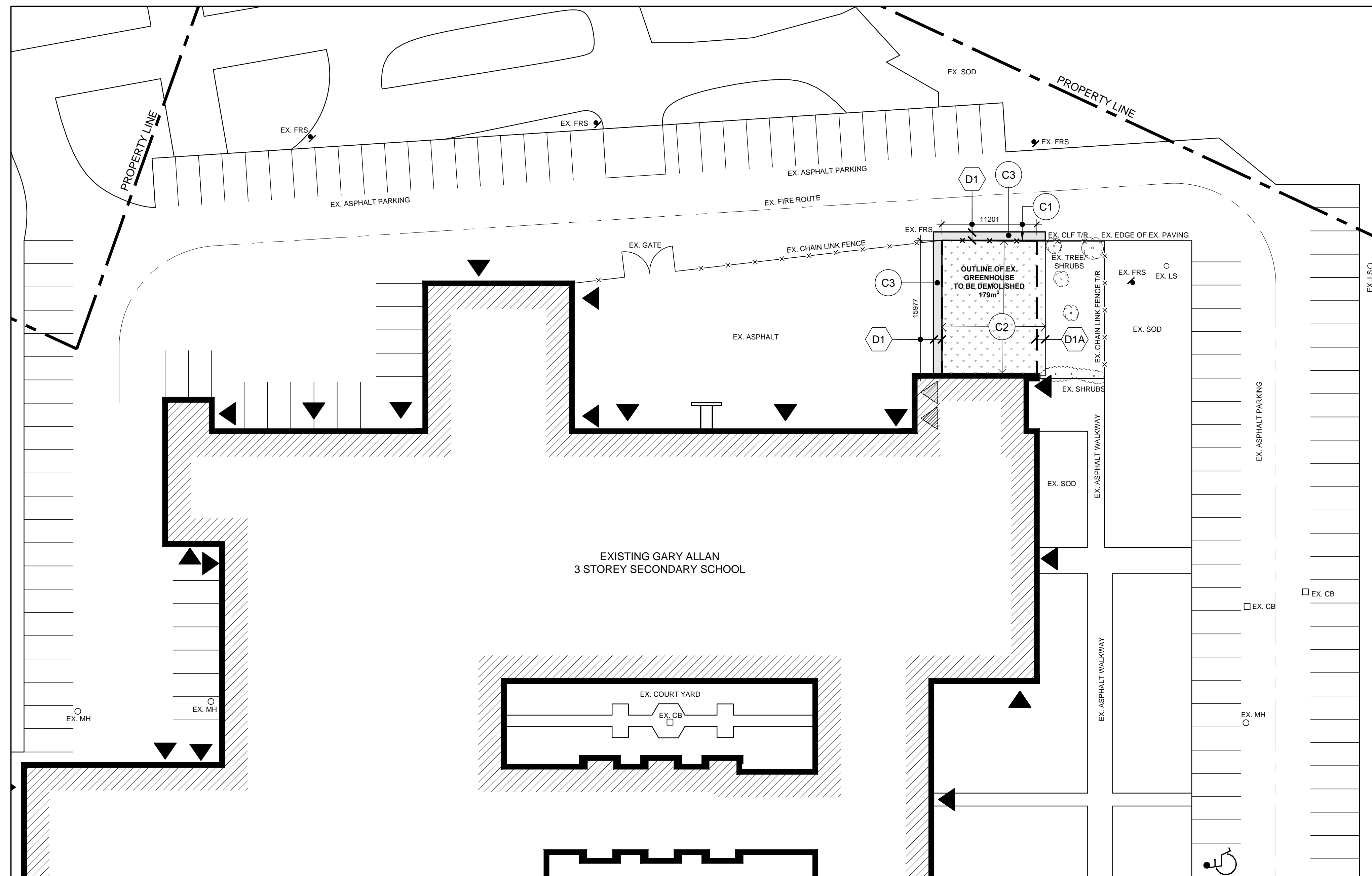


LEGEND

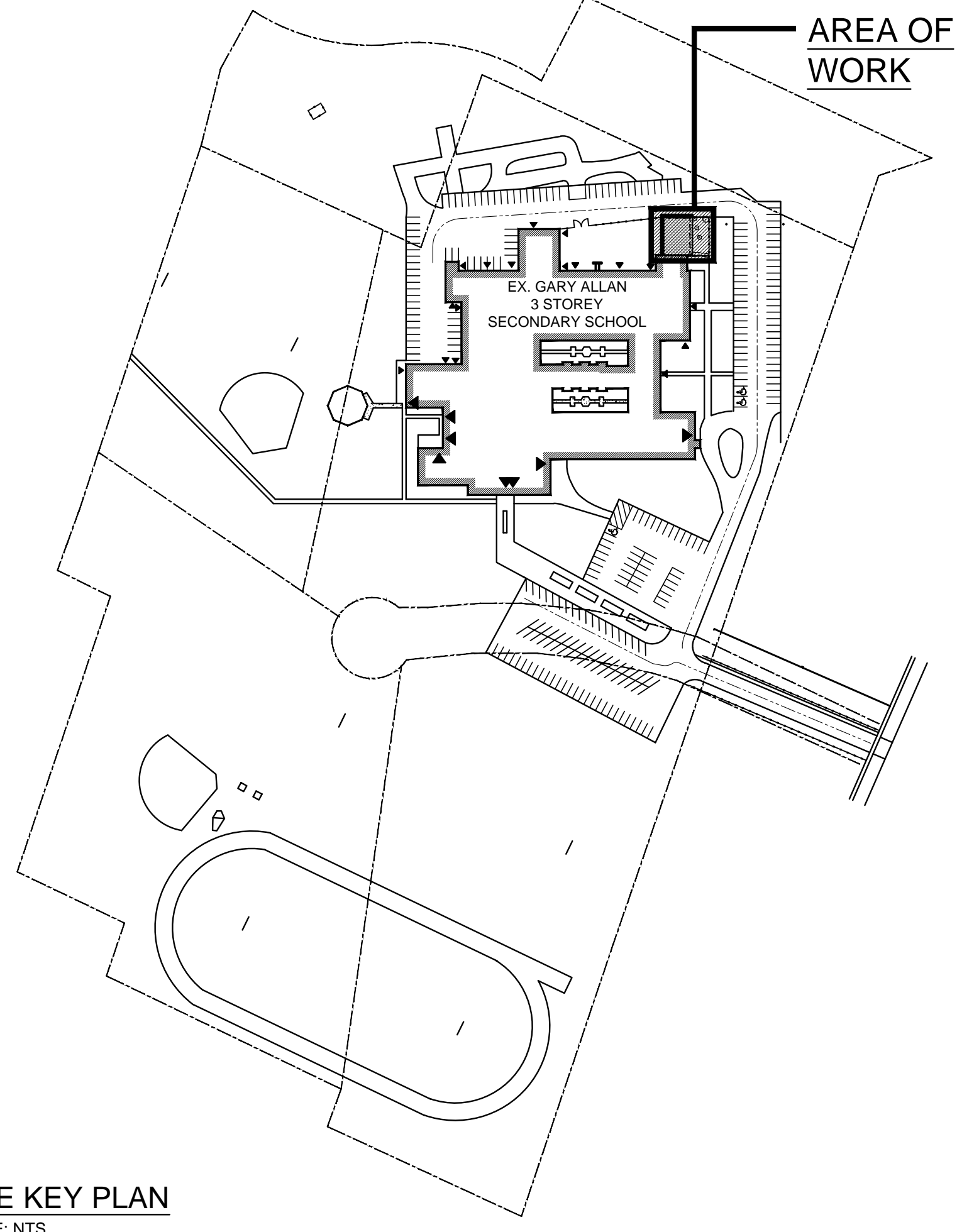
APPROX. BLK	APPROXIMATELY BLOCK
CB	CATCH BASIN
CONC.	CONCRETE
CW	COMPLETE WITH EQUAL
EX	EXISTING ITEM
FRS	FIRE ROUTE SIGN
INSUL	INSULATION
LS	LIGHT STANDARD
MD	MEDIUM DUTY MAN HOLE
NTS	NOT TO SCALE
RM	ROOM
TYP	TYPICAL
TR	TO REMAIN
US	UNDERSIDE

NO.	REVISIONS	DATE
3	ISSUED FOR TENDER	2020-04-27
2	ISSUED FOR PERMIT	2020-02-05
1	ISSUED FOR CLIENT REVIEW	2020-01-23

DRAWINGS ARE NOT TO BE SCALED. CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE PROJECT, AND MUST REPORT ANY DISCREPANCIES TO THE ARCHITECTS BEFORE PROCEEDING WITH THE WORK. THE USE OF THIS DRAWING OR PART THEREOF IS FORBIDDEN WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECTS.



PARTIAL SITE PLAN  
SCALE: 1:300



SITE KEY PLAN  
SCALE: NTS

NOTES

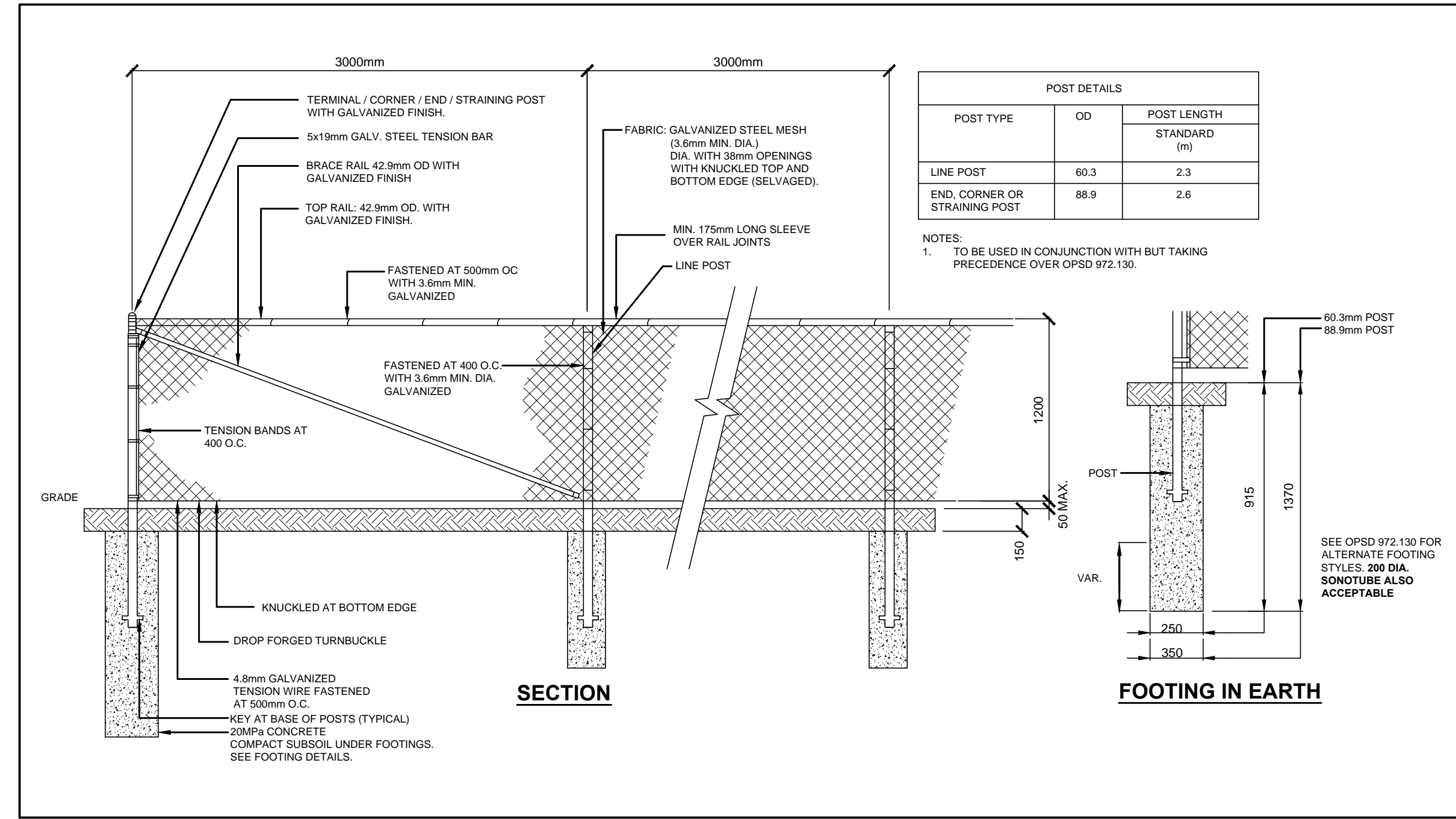
DEMOLITION NOTES

- D1 CUT BACK EXISTING ASPHALT PAVING & EARTH +/- 1.0m BEYOND EXISTING GREEN HOUSE FOUNDATION AS SHOWN TO ALLOW FOR DEMOLITION OF EX. FOUNDATIONS, ETC.
- D1A CUT BACK EXISTING SOD & EARTH +/- 1.0m BEYOND EXISTING GREEN HOUSE FOUNDATION AS SHOWN TO ALLOW FOR DEMOLITION OF EX. FOUNDATIONS, ETC.

CONSTRUCTION NOTES

- C1 INSTALL NEW CHAIN LINK FENCE OVER EXTENT SHOWN AT REMOVED GREENHOUSE PORTION. FENCE TO MATCH HEIGHT AND TIE IN WITH EXISTING ADJACENT CHAIN LINK FENCING.
- C2 AT EXTENT OF GREENHOUSE DEMOLITION, AREA IS TO BE FILLED WITH MIN. 8" TOP SOIL AND SEEDED.
- C3 RE-INSTATE NEW MD ASPHALT PAVING AROUND PERIMETER AT DEMOLISHED GREENHOUSE (WHERE SHOWN SHADED)

TYPICAL ASPHALT COMPOSITION:  
 40mm HL3 ASPHALT SURFACE COURSE  
 50mm HL3 ASPHALT BINDER COURSE  
 150mm GRANULAR 'A' BASE COURSE  
 300mm GRANULAR 'B' SUB-BASE COURSE OR FILL TYPE 'C'



CHAIN LINK FENCE DETAIL (TYP.)  
NTS

GARY ALLAN  
SECONDARY SCHOOL  
GREENHOUSE DEMOLITION  
3250 New St, Burlington,  
ON, L7N 1M8

SITE PLAN

GRGURIC ARCHITECTS INCORPORATED

28 KING STREET EAST, UNIT B  
STONE CREEK, ONTARIO, L8G 1J8  
Tel. 905-664-8735 Fax. 905-664-8737  
Web: www.zgar.com

SCALE:	PROJECT:
AS NOTED	2019-40
START DATE:	JAN. 2020
DRAWN:	R.P.
CHECKED:	J.G.
PRINT DATE:	04/27/20

LEGEND

ALUM	ALUMINUM
APPROX.	APPROXIMATELY
BLK.	BLOCK
CONC.	CONCRETE
C/W	COMPLETE WITH
EP	ELECTRICAL PANEL
EQ	EQUAL
EX	EXISTING ITEM
INSUL	INSULATION
MD	MEDIUM DUTY
MIN.	MINIMUM
OH	OVERHEAD
RM	ROOM
STRUCT.	STRUCTURAL
TYP	TYPICAL
T/R	TO REMAIN
UIS	UNDERSIDE

NO	REVISIONS	DATE
3	ISSUED FOR TENDER	2020-04-27
2	ISSUED FOR PERMIT	2020-02-05
1	ISSUED FOR CLIENT REVIEW	2020-01-23

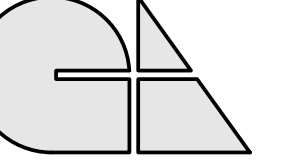
DRAWINGS ARE NOT TO BE SCALED. CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE PROJECT, AND MUST REPORT ANY DISCREPANCIES TO THE ARCHITECTS BEFORE PROCEEDING WITH THE WORK. THE USE OF THIS DRAWING OR PART THEREOF IS FORBIDDEN WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECTS.

GARY ALLAN SECONDARY SCHOOL GREENHOUSE DEMOLITION

3250 New St. Burlington, ON. L7N 1M8

PARTIAL DEMOLITION GROUND FLOOR PLAN & ELEVATION

GRGURIC ARCHITECTS INCORPORATED



28 KING STREET EAST, UNIT B STONEY CREEK, ONTARIO, L8G 1J8  
Tel. 905-664-8735 Fax. 905-664-8737  
Web: www.2gai.com

SCALE:	PROJECT:
AS NOTED	2019-40
START DATE:	
JAN. 2020	
DRAWN:	DRAWING:
R.P.	A2.00
CHECKED:	
J.G.	
PRINT DATE:	04/27/20

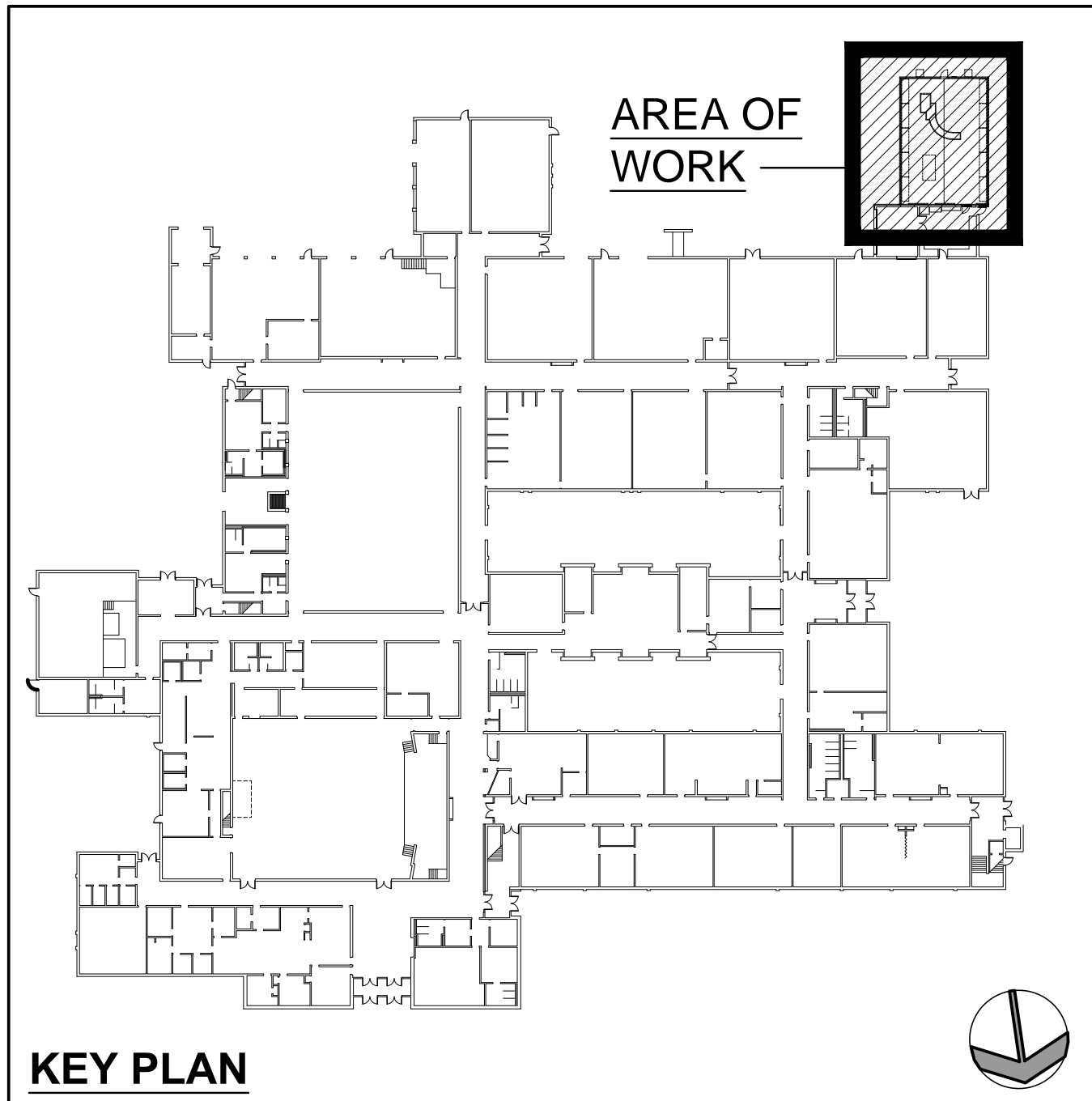
NOTES

DEMOLITION NOTES

- D1 REMOVE & DISCARD EXISTING GALV. METAL RAISED BENCHES/ TABLES ALONG PERIMETER WALLS IN ITS ENTIRETY. REMOVE AND DISCARD ALL AND ANY LOOSE AND MISPLACED BENCHES IN EX. GREEN HOUSE.
- D2 REMOVE & DISCARD ALL LOOSE DEBRIS, OVERGROWN VEGETATION, FURNITURE, BUILDING MATERIALS & MISCELLANEOUS ITEMS ENTIRELY LOCATED WITHIN THE EXISTING GREEN HOUSE WHICH MAY INCLUDE BUT IS NOT LIMITED TO: EXISTING LOOSE CONCRETE BLOCKS, BRICKS, LOOSE TABLES & CHAIRS, TIRES, WOOD DECKING, GARBAGE BINS & POTS ETC.
- D3 REMOVE & DISCARD EXISTING CONCRETE SLAB ON GRADE AND ASSOCIATED SUB-BASE GRANULAR OVER EXTENT OF GREEN HOUSE.
- D4 REMOVE & DISCARD EXISTING CONCRETE PIT WALLS OVER EXTENT SHOWN. APPROX. 20" HIGH.
- D5 REMOVE & DISCARD EXISTING GREENHOUSE STRUCTURE, ALUMINUM FRAMES & ALL ASSOCIATED GLAZING AND HARDWARE IN ITS ENTIRETY.
- D6 REMOVE & DISCARD EXISTING EXTERIOR BRICK WALL AROUND PERIMETER. APPROX. 8-1/2" THICK. \* NOTE: SALVAGE PORTION OF EXISTING BRICKS AS REQUIRED FOR INFILL AT REMOVED DOOR AND ANY FURTHER PATCHING ALONG WALL WHERE GREENHOUSE IS BEING REMOVED AS REQUIRED.
- D7 REMOVE & DISCARD ALL EXISTING FOOTINGS AND FOUNDATION WALLS. ALLOW FOR A FOOTING DEPTH OF 4'-0" DEEP. BACK FILL WITH CLEAN FILL AND COMPACT. PREPARE AREA OF DEMOLITION TO ACCEPT NEW TOP SOIL, MIN. 8" AND SOD.
- D8 REMOVE & CUT BACK ALL UNDER SLAB DRAINAGE LINES / HOSE BIBS (SEE EX. PLUMBING DRAWING) AND CAP OFF ALL SANITARY WATER LINES AT CLOSEST SOURCE WITHIN EXISTING SCHOOL. EXACT EXTENT OF LINES TO BE SITE VERIFIED BY CONTRACTOR.
- D8A REMOVE & CUT BACK ALL ABOVE GRADE COLD & HOT WATER LINES AROUND PERIMETER OF GREEN HOUSE. CAP OFF ALL WATER LINES AT CLOSEST SOURCE WITHIN EXISTING SCHOOL AS NECESSARY. EXACT EXTENTS OF LINES TO BE SITE VERIFIED.
- D9 REMOVE & DISCARD ALL ELECTRICAL DEVICES, CONDUITS, LINES & LIGHTING FIXTURES WITHIN EXISTING GREENHOUSE PRIOR TO DEMOLITION AND DISCONNECT / TERMINATE CONNECTIONS BACK TO EXISTING ELECTRICAL PANEL PRIOR TO DEMOLITION.
- D10 REMOVE & DISCARD EXISTING HOLLOW METAL DOOR & FRAME & PREPARE OPENING FOR NEW CAVITY WALL INFILL. PATCH AND MAKE GOOD ALL ADJACENT SURFACES, FINISHES & MATERIALS.
- D11 REMOVE & CUT BACK ANY EXISTING GAS LINES & ASSOCIATED CEILING HEATERS / DUCTS. CAP OFF ALL GAS LINES AT CLOSEST SOURCE WITHIN EXISTING SCHOOL AS NECESSARY. EXACT EXTENTS OF LINES TO BE SITE VERIFIED.
- D12 REMOVE & DISCARD EXISTING MECHANICAL EXTERIOR WALL MOUNT FAN VENT UNITS (2)
- D13 REMOVE & DISCARD EXISTING MECHANICAL STACK VENT UNITS (2)
- D14 REMOVE & DISCARD EXISTING MECHANICAL EXHAUST UNIT
- D15 REMOVE & DISCARD EXISTING MECHANICAL HEAT LINES & COVERS ALONG PERIMETER WALL. CAP OFF LINES AT CLOSEST SOURCE WITH EXISTING SCHOOL AS NECESSARY.
- D16 REMOVE & DISCARD EXISTING WALL MOUNTED WOOD FRAME WALL BOARDS FROM EXISTING EXTERIOR BRICK. PATCH AND MAKE GOOD ALL EXISTING BRICK.

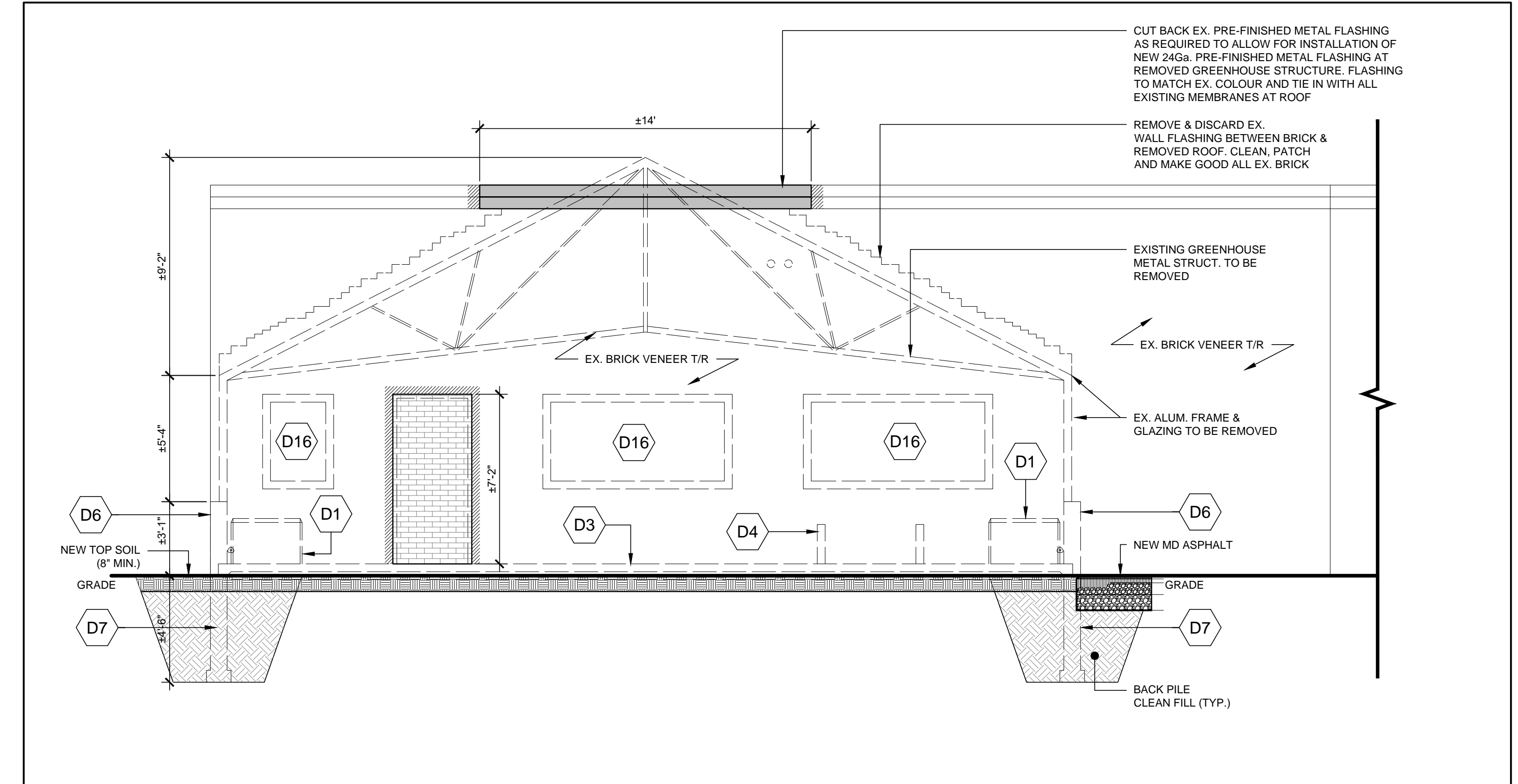
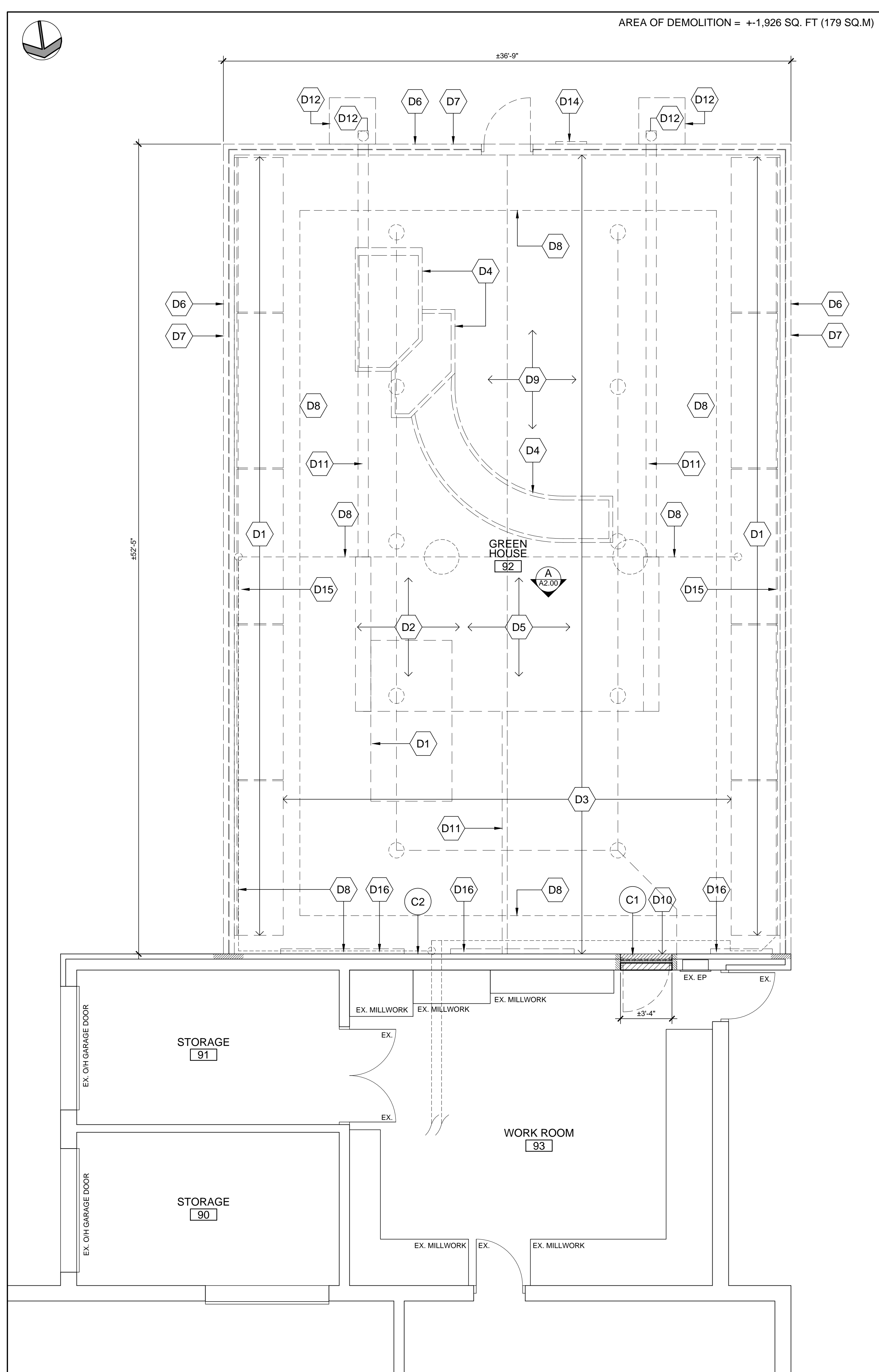
CONSTRUCTION NOTES

- C1 INSTALL NEW EXTERIOR CAVITY WALL INFILL OVER EXTENT SHOWN TO UIS OF EXISTING LINTEL INFILL ASSEMBLY TO BE KEPT FLUSH (BOTH SIDES). APPROXIMATE OPENING SIZE = 3'-4" x 7'-2" INFILL AS FOLLOWS:
  - INSTALL EXISTING SALVAGED BRICK TO MATCH AND TIE IN WITH EXISTING
  - 1" AIR SPACE
  - 2" RIGID INSULATION
  - A/V BARRIER ON
  - 5-1/2" CONCRETE BLOCK INFILL (KEEP FLUSH WITH INTERIOR)
  - NEW PAINT & FLOOR BASE FINISH ON INTERIOR SIDE TO MATCH EXISTING
- AT BRICK / FOUNDATION TERMINATION, INSTALL:
  - CONTINUOUS A/V BARRIER (OVERLAP FLASHING MEMBRANE)
  - THRU WALL FLASHING MEMBRANE
  - WEEP HOLES
  - 22 Ga. PRE-FINISHED METAL FLASHING W/ DRIP EDGE (TYP.) -
  - CAULK, SEAL & UPTURN AT NEW CONC. BLK BACKUP WALL
  - INSTALL CONTINUOUS THRU WALL FLASHING MEMBRANE DAMPROOF COURSE
- C2 PREPARE & MATCH FLASHING AT PARAPET WHERE ROOFING AT GREENHOUSE IS REMOVED. MAKE GOOD ALL EXISTING METAL FLASHING. REMOVE CAULKING AND FLASHING AT BRICK FACE AND MAKE GOOD BRICK FACE. (SEE ELEVATION FOR APPROXIMATE EXTENT)



GENERAL NOTES

1. CAUSE NO DAMAGE TO EXISTING CONSTRUCTION TO REMAIN. TAKE CARE NOT TO ENCRUCH ON ADJACENT OCCUPIED AREAS OR AREAS NOT WITHIN THE SCOPE OF WORK. PROTECT ALL EXISTING FINISHES, DOORS, FRAMES, ETC. WHICH ARE TO REMAIN. PATCH AND MAKE GOOD ALL EXISTING ADJACENT SURFACES FINISHES & MATERIALS WHERE DISTURBED BY NEW CONSTRUCTION.
2. ALL EXISTING MECHANICAL AND ELECTRICAL SERVICES & ITEMS WITHIN EXISTING GREENHOUSE ARE TO BE REMOVED & CUT BACK & CAPPED AT THE SOURCE WITHIN THE EXISTING SCHOOL. WHETHER SHOWN ON THE PLANS OR NOT, I.E. DUCTWORK, PIPING, LIGHT FIXTURES, ETC. CONTRACTOR TO CAREFULLY INSPECT ON SITE EXTENT OF ALL EXISTING SERVICES AND CONFIRM ON SITE WHERE SERVICES ARE TO BE CAPPED.
3. IF CONTRACTOR ENCOUNTERS ANY SUSPECTED ACM MATERIALS, THEY ARE TO ADVISE SCHOOL BOARD FOR FURTHER CONFIRMATION & INSTRUCTIONS.
4. CONTRACTOR TO ALLOW FOR PATCHING AND REPAIR OF ADJACENT MATERIALS AT ALL ELECTRICAL LIGHTING, EQUIPMENT, CONDUIT, RACEWAYS, ETC. TO BE REMOVED OR RELOCATED.



1 PARTIAL SOUTH ELEVATION AT GREENHOUSE SCALE: 1/2" = 1'-0"

PARTIAL GROUND FLOOR PLAN SCALE: 1/4" = 1'-0"