

**RFT 26-065 (the RFX)**

**Lighting Renewal Project  
at Lakeshore Public School**

**Issue Date:** April 28, 2026

**Closing Date and Time:** All Submissions are to be submitted electronically via email to [chatelaina@hdsb.ca](mailto:chatelaina@hdsb.ca) no later than 2:00 p.m. local time, on May 14, 2026.

**Questions:**

All questions to be submitted in writing through [hdsb.bidsandtenders.ca](https://hdsb.bidsandtenders.ca) using the “Submit a Question” link associated with this bid request. Questions are required to be received no later than the question deadline outlined in the bid request.

**Purchasing Representative:**

Name: Amanda Chatelain  
Email Address: [chatelaina@hdsb.ca](mailto:chatelaina@hdsb.ca)

**Site Meeting (Intentionally Deleted)**

## **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 Suppliers shall be registered as a Plan Taker for this opportunity, which will enable the Supplier to download the RFT without the watermark preview, to receive addenda email notifications, and to download addenda. Failure to register as a Plan Taker may result in disqualification of the submission, at the sole discretion of HDSB.

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

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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## **1. Introduction to the Halton District School Board (HDSB)**

The Halton District School Board (HDSB) supports the learning of approximately 67,000 students across the municipalities of Burlington, Halton Hills, Milton, and Oakville within the Halton Region. As one of the largest English-language school boards in Ontario, the HDSB provides high-quality education from Kindergarten through Grade 12, as well as continuing education programs for adults and newcomers.

The HDSB's team of approximately 12,000 staff, including teachers, administrators, support personnel, and senior leadership, work collaboratively to provide a safe, caring, equitable, and inclusive learning environment for all students, while also promoting respect, civility, and academic excellence. The HDSB aims to create a positive school climate where every student, staff member, and member of the school community feels safe, included, and accepted and where students can learn, grow, and thrive within HDSB's 92 Elementary Schools and 18 Secondary Schools (including Gary Allan HS and Syl Apps HS).

Additional information about the HDSB can be found by visiting [hdsb.ca](https://hdsb.ca).

## **2. Objective of the RFX**

The HDSB is seeking qualified Suppliers to complete a **Lighting Renewal Project at Lakeshore Public School** located at 2243 Lakeshore Rd., Burlington, ON L7R 1B1.

In order to be considered for this project, the successful Supplier shall have the following attributes/characteristics:

- a. Experience providing Services as described in this RFX;
- b. Have all appropriate licenses, certifications, and operating authorities to provide the Services requested in this RFX;
- c. Knowledge of leading-edge trends in the industry;
- d. Ability to develop and follow detailed project timelines;
- e. Sufficient, competent, trained, and experienced personnel to provide the requested Services;
- f. Appropriate supervision, training, documentation, Information and Technology, and other resources are needed to provide the requested services.
- g. Sufficient labor and equipment to meet timelines without overextension;
- h. Strong coordination between disciplines and with other trades including a clear process for managing subcontractors, scope changes, delays, or issues; and,
- i. Appropriate liability and WSIB insurance documentation.

The deliverables for the **Lighting Renewal Project at Lakeshore Public School** are set out in the Scope of Work and Deliverables. The HDSB intends to contract by issuance of a Letter of Intent, Award Letter, and/or issuance of a Purchase Order (PO) with one or more primary qualified Supplies to provide the services. This RFX includes the appendices and other supporting documents attached hereto, which form part of the RFX.

Suppliers are encouraged to read each section of the Request for Tender (“RFX”) thoroughly. While sections may appear similar, additional information may be included as applicable within each section. It is the Supplier’s responsibility to understand each section’s requirements. The procurement timetable represents the HDSB’s best estimated schedule. All dates may be subject to change at HDSB’s discretion. Awarding of the contract is funding dependent and may be delayed while funding is secured.

Additionally, suppliers must review and acknowledge the attached HDSB Standard Terms and Conditions.

### **3. Planned Schedule of Events**

<b>Event</b>	<b>Date</b>
Release of RFX	April 28, 2026
Question Deadline	May 5, 2026
Issuance of Final Addendum	May 7, 2026
RFX Closing	May 14, 2026
Project Timelines	To be determined upon award - August 28, 2028
All times specified in this timetable are local times in Burlington, Ontario, Canada	

### **4. RFX Closing Information**

All Suppliers shall have an Online Bidding System vendor account and be registered as a plan taker at <https://hdsb.bidsandtenders.ca> for this RFX, which will enable the Supplier to download the RFX, to receive addenda/addendum email notifications and to download addenda.

The HDSB **does not** accept electronic submissions via Bids and Tenders. **All Submissions are to be submitted electronically via email to chatelaina@hdsb.ca** no later than **2:00 p.m. local time in Burlington, Ontario, on May 14, 2026** as noted on the front cover of this document. Submissions submitted and/or received by any other method will be rejected unless the HDSB has instructed otherwise.

Submissions will be deemed to be officially received by the time stamp issued by the HDSB’s email server. Suppliers are cautioned that the timing of their Submission is based on when the submission is received by the HDSB’s email server, not when the Submission is submitted by the Supplier, as the submission transmission can be delayed in an ‘Internet Traffic Jam’ due to file transfer size, transmission speed, etc.

All Submissions must be received by the HDSB's designated email address no later than the closing date and time specified in this RFP. Submissions received after the official closing time, as determined by the HDSB's email server timestamp, may be declared non-compliant and not be considered for evaluation, in the sole discretion of the HDSB. It is the sole responsibility of the Supplier to ensure that its Submission is received on time.

By submitting, the Supplier acknowledges and accepts all terms and conditions in this solicitation document and all terms and conditions outlined in the attached HDSB Standard Terms and Conditions.

### **5. Site Meeting**

There is no scheduled site visit for this project.

Suppliers are responsible for conducting any site examination deemed necessary by the Supplier to inform themselves fully as to the existing conditions, limitations, access, surrounding site conditions and all other conditions, and for the proper preparation of the Submission. Failure of Suppliers to familiarize themselves with site conditions will not be an allowable reason for an increase in Contract costs.

### **6. Communication Protocol**

All communication related to any aspect of this RFX must be conducted exclusively through the Online Bidding System.

Suppliers who fail to adhere to this communication requirement may be disqualified from further participation in this RFX process. Specifically, and without limitation, Suppliers shall not communicate or attempt to communicate regarding this RFX with:

1. Any employee, official, or agent of the Halton District School Board (HDSB), other than the designated RFX Purchasing contact; or
2. Any member of HDSB's governance, including but not limited to Trustees, the Director of Education, Superintendents, officers, or external advisors.

Suppliers are responsible for reviewing all RFX documents, including the HDSB Standard Terms and Conditions, all Appendices, and the Form of Tender. Should a Supplier identify any errors, omissions, or ambiguities, or require further clarification, such inquiries must be submitted to the RFX Purchasing contact via the Online Bidding System by the deadline specified for questions.

It is the sole responsibility of the Supplier to request clarification on any aspect of this RFX that appears unclear. The HDSB shall not be held responsible for any misunderstanding or misinterpretation by the Supplier.

If a Supplier believes there is an error, inconsistency, or ambiguity in the RFX documents, they must notify the RFX Authority via the Online Bidding System prior to submitting a response.

Where appropriate, the HDSB will issue a clarification through the Online Bidding System for the benefit of all Suppliers. Responses to inquiries will include both the question (edited for clarity if necessary and without identifying the Supplier) and the HDSB's response. The HDSB reserves the right to consolidate and respond to similar questions only once.

If a clarification results in a change to the RFX, such change will be communicated through a formal addendum issued via the Online Bidding System.

All addendum or addenda issued shall form part of this document, which forms part of the RFX. The onus is on the Supplier to verify that they have received and reviewed all addenda. Failure to acknowledge receipt of all addenda in the submission may result in disqualification.

### ***7. Issuance of Addenda***

Should the HDSB determine, for any reason, that it is necessary to provide additional information or clarification regarding this RFX, such information will be issued to all Suppliers in the form of an addendum, using the same method by which the original RFX was communicated. Each addendum will form an integral part of this RFX and shall be considered incorporated into all related documents.

This RFX may only be amended through the issuance of such addenda in accordance with this section. Amendments or clarifications issued in any other manner will not be considered binding on the HDSB.

**All inquiries** regarding this RFX must be **submitted in writing through the Online Bidding System no later than 2:00 p.m. (local time) on May 5, 2026. Any resulting addenda will be issued no later than May 7, 2026.**

It is the sole responsibility of each Supplier to ensure they have received all addenda prior to submitting their Submission.

### ***8. Subcontractors***

The General Contractor must select a subcontractor from the HDSB pre-qualified list of subcontractors attached in **Appendix G - HDSB Prequalified Subcontractors**.

The Contractor agrees to preserve and protect the rights of the parties under the contract with respect to work performed under subcontract, and shall:

- enter into contracts or written agreements with their subcontractors to require them to perform their work in accordance with and subject to the terms and conditions of the contract. Further, the Contractor shall be fully responsible to the Owner for acts and omissions of their subcontractors and of any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by them.

- therefore, agree that they will incorporate the terms and conditions of the Contract Documents into all Subcontractor Agreements they enter into with their subcontractors.

The HDSB reserves the right, at its discretion to waive the requirement to utilize the mandatory list of pre-qualified sub-trades at any time during the tendering process based on market conditions.

Proposed subcontractors must be noted on the Form of Tender.

### **9. Submission of Required Documentation**

Suppliers are required to submit all mandatory and supporting documentation as part of their response to this RFX. Failure to provide any required documentation may result in the Submission being deemed non-compliant and disqualified from further consideration. Incomplete submissions may be rejected without further review.

Required documents include, but are not limited to, the following:

- Form of Tender
- Appendix A: Declaration and Signature Sheet
- Appendix B: Supplier Attestation
- Appendix C: Procurement Restriction Policy Compliance Declaration

Suppliers must ensure that all forms are fully completed, signed by an authorized representative, and submitted in the manner and format specified in this RFX.

Optional documents include, but are not limited to, the following:

- Appendix D: Voluntary Declaration of Diverse Supplier Status (if applicable)

It is the sole responsibility of the Supplier to review all RFX documents and instructions to ensure that a complete submission is made. Incomplete submissions may be rejected without further consideration.

### **10. Notice of Intent Not to Submit a Bid**

Suppliers who do not intend to submit a response to this RFX are requested to complete and return **Appendix E - Notice of Intent Not to Submit a Bid** form included in this RFX package.

The purpose of this form is to assist the HDSB in understanding reasons for non-participation and to help improve future procurement opportunities.

Please submit the completed form by email to **chatelaina@hdsb.ca** on or before the closing date and time indicated in this RFX.

## **11. HDSB Standard Terms and Conditions**

All Suppliers must review the attached HDSB Standard Terms and Conditions which form an integral part of this RFX process.

All Suppliers to the HDSB will be bound by the standard terms and conditions set forth, except as specifically qualified in Special Terms and Conditions, issued in connection with any RFSQ, RFQ, RFP, RFI, Tender or any other type of request issued by the HDSB soliciting pricing and/or services, whether communicated formally or informally, including via email, phone, or verbal request.

## **12. Mandatory Terms for Definitive Agreements**

As a condition of award, the Supplier agrees that this RFX and any Letter of Intent, Award Letter, Purchase Order, contract or other definitive agreement issued by HDSB (each, a “**Definitive Agreement**”) will incorporate and be governed by: (i) this RFX and the HDSB Standard Terms and Conditions; and (ii) the mandatory provisions set out in Appendix F (the “**Mandatory Incorporated Provisions**”).

The Mandatory Incorporated Provisions shall be included in or are deemed included in every Definitive Agreement (and prevail in the event of conflict), notwithstanding any Supplier terms, order forms, shrink-wrap/click-wrap or other documents, which are of no force or effect unless expressly accepted in writing by HDSB. Notwithstanding the foregoing, such provisions shall be interpreted and applied with such modifications, adaptations, and conforming changes as may be necessary to ensure consistency with the structure, terminology, and context of the applicable Definitive Agreement and to give full effect to the intent of the HDSB as expressed herein.

The Supplier shall flow down the Mandatory Incorporated Provisions to all permitted subcontractors and remains fully responsible for their compliance.

## **13. Order of Precedence**

In the event of any conflict, inconsistency, ambiguity or discrepancy among the documents forming this RFX and any resulting Definitive Agreement, the documents shall take precedence in the following order, to the extent of the conflict only.

Supplier terms and conditions (including quotations, proposals, order forms, shrink-wrap/click-wrap, websites/portals) are of no force or effect unless expressly accepted by HDSB in writing and identified as prevailing.

During the RFX process (prior to award)

1. Most recent Addendum(da), in reverse chronological order.
2. Any Special Terms and Conditions or Special Instructions to Suppliers included in this RFX.
3. The main body of this RFX.

4. Appendix F – Mandatory Incorporated Provisions (notwithstanding the foregoing, Appendix F prevails over any conflicting RFX term).
5. Other Appendices and Attachments to this RFX (excluding Appendix F), including the Scope of Work/Specifications/Drawings, schedules and forms (as applicable).
6. Questions and answers/clarifications only to the extent formally issued by Addendum.
7. The Supplier’s Submission (including any BAFO and any Supplier-written clarifications requested by HDSB and accepted by HDSB in writing).

After award (Definitive Agreements: PO, Letter of Intent/Award Letter, standalone contract)

1. Most recent Amendment/Change Order/Change Directive, in reverse chronological order.
2. The executed Definitive Agreement (including any schedules), or the HDSB Purchase Order (including any PO Terms), or the Letter of Intent/Award Letter (as applicable).
3. Appendix F – Mandatory Incorporated Provisions (these are deemed incorporated into every Definitive Agreement and prevail over any conflicting term).
4. The main body of this RFX (front end).
5. Special Terms and Conditions or Special Instructions to Suppliers included in this RFX (if not already incorporated above).
6. Scope of Work/Specifications/Drawings and all technical requirements.
7. Other RFX Appendices and Attachments (excluding Appendix F).
8. The Supplier’s Submission (including any BAFO and any Supplier-written clarifications requested by HDSB and accepted by HDSB in writing).

Additional rules of precedence

Later-dated documents of the same tier prevail over earlier-dated documents.

Addenda prevail over any previously issued portion of the RFX they modify.

Figures govern over scaled measurements on drawings; detailed specifications govern over general; project-specific requirements govern over standard specifications.

In the case of a discrepancy between words and figures, the words govern.

Responses to questions, presentations, demonstrations or site-meeting discussions are not binding unless and only to the extent incorporated by formal Addendum or written amendment executed by HDSB.

Post-award, the executed Definitive Agreement (or PO) prevails over Appendix F except where Appendix F is expressly incorporated as a mandatory, non-variable provision and identified as prevailing in the Definitive Agreement.

Nothing in this Order of Precedence limits HDSB's rights or remedies set out in the HDSB Standard Terms and Conditions.

## Scope of Work

### **GENERAL**

The Scope of Work, to be completed in accordance with the drawings and specification detailed herein includes, but is not limited to the following:

1. The Scope of work detailed below shall be completed between June 29, 2026 and August 28, 2026. ALL electrical work after September 1, 2026 shall be completed after school hours, generally 3:30 pm or weekends unless approved by the owner. Contractors shall include all costs associated with non-regular hours of work. It is the contractor's responsibility to ensure that labour, material and equipment requirements if work extends after September 1, 2026 are included in their respective construction schedules.
  - Lakeshore PS Lighting Renewal
    - Retrofit all light fixtures as per the electrical drawings and specification.
    - Provide occupancy sensors for lighting as indicated in electrical drawings and specification.
    - Make good all surfaces including ceilings, patch and paint where effected by lighting renewal.
  - Emergency Lighting Renewal
    - All emergency lighting (exit signs, battery units, remote heads) indicated in the electrical drawings and specification are to be replaced with new as per the electrical drawings and specification.
    - Provide raceways & wiring to the source.
    - Trace & verify the panel and circuit serving all normal and emergency lighting in the area of work. Label all battery units, exit signs with this respective information. Update panel directories.
    - Make good all surfaces including ceilings, patch and paint where effected by lighting renewal.
  - Lakeshore PS Designated Substances Abatement
    - A designated substance survey is being completed by HDSB. The awarded contractor is responsible for reviewing the designated substance survey and providing abatement where required prior to commencing any work.
    - A contingency allowance of \$30,000 should be carried for abatement where required.
    - 1951 era of the building has been identified to have asbestos-containing ceilings (A-C) texture. Type 2 asbestos operations required for removal of light fixtures and install of new light fixtures, new light control installations, minor repair to ceilings in this area.
    - 1944 era of the building has been identified to have asbestos-containing paint/block filler. Type 2 asbestos operations required for removal wall mounted items and install of new items, wall penetrations in this area.
    - Designated substance survey and abatement specifications to follow.

- Coordinate and complete the abatement of all designated substances outlined in the designated substance abatement specifications.
  - Coordinate phasing of abatement and installation of new lighting and building automation systems to ensure project completion within the designated timeline.
2. Equipment and goods including all electrical equipment shall be ordered within 5 business days of Shop Drawing Approvals. Shop Drawings shall be requested from suppliers within 10 days calendar days from Award of Contract.
  3. All work, **MUST** be completed outside of school operating hours. Work can be completed during daytime hours on PA Days, Summer Break, Holidays, or March Break.

## **1. GENERAL PROVISIONS**

### **1.1 WORK INCLUDED**

1. Provide complete, fully tested electrical systems to meet requirements described herein, in complete accordance with applicable Codes and ordinances.
2. "Provide" shall mean "Supply and Install" products and services specified.
3. Provide materials, equipment and plant, of specified performance and quality, with current models with published, certified ratings for which replacement parts are readily available.
4. Provide project management and on-site supervision to undertake administration, meet schedules, ensure performances, coordination, and establish orderly completion and delivery of fully commissioned installation.
5. Contractor shall act as General Constructor of record for the site, for all projects by other trades on the same site.
6. The Contractor, appointed to perform the work detailed herein, is wholly responsible for ensuring the health and safety as a result of the work, for all individuals on-site during work activities, and taking all necessary actions and precautions to protect the community and property outside of work activities.
7. Contractors must have a safety program and ensure they are hiring competent workers and sub-contractors that follow all applicable health and safety legislation and standards, are trained and qualified in the work they perform, are instructed in the safety procedures to be followed, and are working safely.
8. Follow manufacturer's recommendations for installation, safety, access for inspection, maintenance and repairs. Provide access and Install equipment to permit maintenance and disassembly with minimum disturbance.

9. Work shall be in accordance with the Drawings and Specifications and their intent, complete with necessary components, including those not shown or specified, but required for complete installation which meets all obligatory requirements.
  10. Connect mechanical services to equipment furnished by Owner or other trades, including start-up and test.
- 1.2 ADDITIONAL WORK AND/OR SCOPE TO BE UNDERTAKEN UPON OWNER REQUEST
1. The Board reserves the right to negotiate additional services of a similar functional or technological nature from the successful Proponent without further competitive procurements.
- 1.3 SEQUENCE OF WORK
1. Before interrupting major services, notify Owner and arrange acceptable schedule for interruptions.
  2. Before interrupting services, complete preparatory work as far as possible and have materials on site and prefabricated (where practical) and work continuously to keep length of interruption to minimum.
  3. Include for cost of work that may be required out of regular hours, to minimize period of service interruption when connecting into existing systems.
- 1.4 BUILDING OPERATION DURING CONSTRUCTION
1. In order to minimize operation difficulties for building staff, trades must cooperate with Owner and Owner's Representatives throughout construction period and particularly ensure that noise is minimized.
  2. Convenient access for staff and students to building must be maintained. Minor inconveniences and interruption of services will be tolerated, provided advance notice is given, but Contractor shall to coordinate his Work, in consultation with Owner's Representatives, so operation of facility can be maintained as nearly normal as possible.
- 1.5 PERFORMANCE
1. Upon completion of each site and/or project a review of performance, based on the requirements detailed herein will be completed by the Board's project lead.
  2. A Performance Review considered poor will be reviewed with the contractor. Areas which require improvement will be documented and a mutually agreed upon procedure for improvement will be detailed and applied to subsequent projects.
  3. Subsequent Reviews deemed poor may result in the Contractor no longer approved to complete work on the Board's sites.
  4. The project will be evaluated as a whole, the Contractor is responsible for all of his employees, sub-trades and, sub-contractors.
- 1.6 PRE-QUALIFIED SUBCONTRACTORS
1. At the discretion of the Owner, subcontracted forces shall be pre-qualified by, and in good standing with, the HDSB, and identified on the HDSB's Vendor of Record (VOR). Subcontractors and trades

retained to provide Work or services not specifically identified by the HDSB, shall be at the discretion of the prime contractor.

2. A list of pre-qualified contractors in the disciplines identified, and required to complete the Scope of Work, will be provided by the Owner.

#### 1.7 ACCESS TO SITE

1. There will be no interior access to the site during the Tender period.
2. For the purposes of this Contract, "Regular Hours" are considered to be between 8:00 A.M. and 4:00 P.M., Monday to Friday.
3. Schedule must be coordinated with the Contractor, School Administration Staff, and the appropriate Area Field Supervisor and/or Head Caretaker.
4. The Contractor shall include in the total stipulated tender price, all costs for overtime work which may be necessary to complete the various portions of Work, in accordance with the completion dates specified on the Form of Tender. Any additional payments requested in connection with overtime work that have not been authorized by the Owner or Owners Representative in writing, will be rejected.
5. In all cases, Contractors working on school board premises are required to inform either the Caretaker and/or the main office, of their presence on site, and sign-in on the appropriate log book.

#### 1.8 RESPONSIBILITIES

1. Responsibility for provision of equipment or materials rests solely with the Contractor. Extras shall not be considered based on difference in interpretation of Specifications as to which trade provides certain equipment or materials.
2. In consideration of the present COVID-19 circumstances, Provincial requirements for physical distancing and the health and safety of all project stakeholders, the Project Site Visit will not be held and is substituted with digital photographs and videos provided. Each Bidder is required to carefully review the digital photographs and videos as provided. While physical review of the interior of school will not be possible, each Bidder is required to attend at the school during the Tender Period to review the site and to familiarize with the exterior scope of Work and logistical matters of the Work. Please note exterior review of the school will be without Board or Consultant escort and may be done at each Bidders' convenience. It remains the responsibility of each Bidder to satisfy themselves of existing visual conditions of the project. Any questions regarding the Work and clarification as required regarding the videos or photographs as provided are to be submitted during the Tender Period in accordance with the details contained herein. No consideration will be granted for any misunderstanding of Work to be done resulting from failure of the Contractor or the Contractor's Agents to review information or request information and/or clarification.
3. Ensure equipment does not transmit noise and/or vibration to other parts of building, as a result of poor installation practice.

4. Where Contract Documents do not contain sufficient information for proper selection of equipment for bidding, notify Owner during tendering period.
5. Conflicts or additional Work not covered by Drawings and Specifications shall be brought to attention of the HDSB before start of Work.
6. On completion of Work, tools and surplus waste materials shall be removed and work left in clean and operating correctly.
7. Advise HDSB of specified equipment, material or installation, which violates laws, ordinances or regulations.
8. Contractor shall be responsible to remove any access materials and debris from the site. School waste bins shall not be used. Environmental disposal (recycling) shall be the responsibility of the contractor. Do not use existing school dumpsters.
9. FIRE ALARMS
  1. Fire and smoke sensors are installed throughout the existing facilities. These devices may be triggered by jarring either directly or indirectly while working in adjacent areas.
  2. Determine nature and exact locations of existing fire and smoke sensors prior to the commencement of work.
  3. Notify the Caretaker, Area Field Supervisor, or Administrative Staff prior to commencement of any part of the Work in the vicinity of fire and smoke sensor devices.
  4. The Board reserves the right to charge the Contractor for costs incurred as a result of false fire alarms activated as a result of the execution of the Work.
10. PROTECTION OF WORK.
  1. Protect equipment and materials, stored or in place, from weather, moisture, dust and physical damage.
  2. Equipment showing signs of rusting, pitting or physical damage will be rejected.
  3. Refinish damaged or marred factory finish.
11. SERVICE PENETRATIONS IN RATED FIRE SEPARATIONS.
  1. Piping, tubing, ducts, wiring, conduits, etc. passing through rated fire separations shall be smoke and fire proofed with ULC approved materials in accordance with CAN4-S115- M85 and ASTM E814 standards and which meet requirements of Building Code in effect. This includes new services, which pass through existing rated separations, and also existing services, which pass through new rated separation or existing separations whose rating, have been upgraded.
  2. Fire resistance rating of installed fire stopping assembly shall not be less than fire resistance rating of surrounding assembly.
  3. Smoke and fire stopping shall be installed by qualified Contractor who shall submit letter certifying that work is complete and in accordance with this applicable Codes and standards.

4. Install fire stopping and smoke seal material and components in accordance with ULC certification and manufacturer's instructions in formed sleeved or cored penetrations.

## 12. SERVICE PENETRATIONS IN NON-RATED SEPARATIONS.

1. Piping, tubing, ducts, wiring, conduits, etc. passing through non-rated fire separations and non-rated walls and floors shall be tightly fitted and sealed on both sides of separation with silicon sealant to prevent passage of smoke and/or transmission of sound.

## 13. Lakeshore PS has been identified as being constructed with Asbestos containing materials:

1. Contractor must examine carefully, the HDSB's Asbestos Register for each site, in addition to examining existing conditions for suspected Asbestos Containing Materials (ACM), on which completion of Work is dependent.
2. Where there is uncertainty, the contractor shall be responsible, at no additional cost, to consult and/or retain the services of the HDSB's pre-qualified environmental engineering consultant Decommissioning Consulting Services Ltd. (DCS).
3. Upon discovery of ACM affecting Work, Contractor shall notify Owner if work potentially requires disturbing the asbestos containing material (ACM). All ACM abatement requirements necessary to meet the requirements of this contract shall be the responsibility of the Owner.

## 1.9 COORDINATION AND SUPERVISION

1. Coordinate Work with trades and make changes to facilitate satisfactory installation.
2. Install distribution systems and equipment close to building structure and parallel to building lines, avoiding interference with other services or free space.
3. Work out interference problems on site with other trades and coordinate work before fabricating, or installing any material or equipment. Where necessary, produce interference drawings. Ensure materials and equipment fit into allotted spaces and equipment can be properly serviced and replaced. Extras for improper coordination and removal of equipment to permit remedial work shall not be considered.
4. The Contractor shall provide following services:
  1. Coordinate all supply, installation, delivery, removal, electrical, controls, builder's work, and all additional services, as described in the Contract Documents.
  2. Follow up on material and equipment deliveries, review shop drawings and produce interference drawings.
  3. Ensure sub-trades are installing Work properly.
  4. Resolve and direct responsibility for warranty.

5. Supply and locate refuse bins in areas approved by the Owner or Owner's Representative. Bins shall not interfere with playground areas, parking, fire access or vehicle circulation.

#### 1.10 CODES AND STANDARDS

1. In this document, all references to Codes shall mean "Latest Edition"

#### 1.11 PERMITS AND INSPECTIONS

1. Obtain required permits and pay fees and comply with Provincial, Municipal and other legal regulations and bylaws applicable to work.
2. **The contractor identified as the prime Electrical Contractor must have an Electrical Contractor's / ESA License in good standing, and shall be the Electrical Permit (Application for Inspection) Holder.**
3. **The contractor identified as the prime Mechanical Contractor must have a valid TSSA Fuels Certificate in good standing and shall be the Contractor of record responsible to ensure appliances installed under the scope of work detailed herein, are done so in accordance with the O. Reg 212/01, 215/01 and B149.1.15 Code.**
4. Arrange for all required inspections of Work by Authorities Having Jurisdiction. On completion of Work, furnish final unconditional certificates of approval by inspecting Authorities.
5. This contractor shall make application, arrange, and pay for inspection of all piping and equipment systems, including, but not limited to refrigeration, fuel piping, heating and cooling plant, and associated equipment installed under this Contract. Provide a copy of the report(s) and certificates in the Operation & Maintenance manuals for each system inspected.
6. The Contractor shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial completion and completion of the stages of construction set out in the Ontario Building Code 2012 O.Reg. 332/12 Division C Article 1.3.5.1.(2) and 1.3.5.2 as amended. The Contractor shall be present at each site inspection by an inspector or registered code agency as applicable under Sentence 1.3.5.3 of the Building Code and shall provide to the Consultant any documents provided by the inspector, and a written report on matters discussed and reviewed during the inspection(s).

#### 1.12 WORKMANSHIP

1. Tradesmen engaged in installation of Work covered herein shall be qualified in accordance with the Ontario College of Trades and Apprenticeship Act, 2009.
2. Workmanship shall be in accordance with the respective Regulations, Code(s), local, provincial or federal authorities, and, established practice and standards accepted and recognized by Owner, Owner's Representative and Contractor.

#### 1.13 INSPECTION OF WORK

1. Owner, or Owner's Representative, shall be permitted to inspect Work prior to being concealed upon request.

2. Prior to any concealment, Authorities Having Jurisdiction shall approve Work.

#### 1.14 SUBSTANTIAL COMPLETION REQUIREMENTS

1. Contractor shall provide checklist for completion before Substantial Completion Field Review. Provide written declaration that work is complete. The following items shall be complete before Substantial Completion Field Review:
  1. Tests on systems and equipment completed and certificates of approval obtained from regulating Authorities.
  2. Fire stopping completed, if required.
  3. Extended warranty form mailed to manufacturer and copy provided to Owner.
  4. Submit Operating and Maintenance Manuals.
  5. Submit Record Drawings.
  6. All testing and start-up reports.

LIGHTING ELECTRICAL LEGEND	
	LIGHT FIXTURE. SIZE AS SHOWN. NEW AS SCHEDULED.
	LINE-VOLTAGE TOGGLE LIGHT SWITCH, UNLESS OTHERWISE NOTED.
	LOW-VOLTAGE OCCUPANCY SENSOR. 'WG' DENOTES SENSOR C/W WIREGUARD

EMERGENCY LIGHTING ELECTRICAL LEGEND	
	EMERGENCY LIGHTING DOWN LIGHT
	EMERGENCY LIGHTING WALL-MOUNTED LIGHT FIXTURE
	EMERGENCY LIGHTING SINGLE REMOTE HEAD. NEW SHALL BE C/W 1 X 6 WATT, 24VDC, MR16 LED LAMP HOUSED IN IMPACT-RESISTANT POLYCARBONATE CUBE. SINGLE CUBE CONFIGURATION.
	EMERGENCY LIGHTING DUAL REMOTE HEAD. NEW SHALL BE C/W 2 X 6 WATT, 24VDC, MR16 LED LAMP HOUSED IN IMPACT-RESISTANT POLYCARBONATE CUBE. DOUBLE CUBE CONFIGURATION.
	EMERGENCY LED LAMP UNIT. NEW SHALL BE VANDAL-RESISTANT UNIT, 14W, CAPABLE OF SURFACE, RECESSED, AND T-BAR MOUNTING, 24VDC, 1300 LUMENS. 'WM' DENOTES WALL-MOUNTED UNIT C/W SURFACE/CEILING MOUNT. FOR ALL OTHER LOCATIONS PROVIDE THE 'TB' MOUNTING KIT SUITABLE FOR RECESSED T-BAR INSTALL.
	EMERGENCY LIGHTING BATTERY UNIT. NEW SHALL BE C/W 1 X 6W, 24V, MR16 LED REMOTE HEADS, 24VDC, WHITE FINISH, STEEL CONSTRUCTION, MOUNTING SHELF, HARDWARE BATTERY UNIT TO THE CONNECTED CIRCUIT. REFER TO BATTERY UNIT SCHEDULE FOR THE CAPACITY OF EACH BATTERY.
	EMERGENCY LIGHTING BATTERY UNIT. NEW SHALL BE C/W 2 X 6W, 24V, MR16 LED REMOTE HEADS, 24VDC, WHITE FINISH, STEEL CONSTRUCTION, MOUNTING SHELF, HARDWARE BATTERY UNIT TO THE CONNECTED CIRCUIT. REFER TO BATTERY UNIT SCHEDULE FOR THE CAPACITY OF EACH BATTERY.
	SINGLE-FACED CEILING-MOUNTED AND WALL-MOUNTED (RESPECTIVELY) 'RUNNING MAN' STYLE, STEEL LED EXIT SIGN C/W UNIVERSAL MOUNTING KIT, UNIVERSAL PICTOGRAMS, 120/347 VAC INPUT, UNIVERSAL EMERGENCY 2VDC VOLTAGE, WHITE FINISH, AND <2.0W POWER CONSUMPTION. PROVIDE DIRECTIONAL ARROWS AS SHOWN ON THE LAYOUT.
	DOUBLE-FACED CEILING-MOUNTED AND EDGE-MOUNTED (RESPECTIVELY) 'RUNNING MAN' STYLE LED EXIT SIGN C/W UNIVERSAL MOUNTING KIT, UNIVERSAL PICTOGRAMS, UNIVERSAL 6-24VDC VOLTAGE, WHITE FINISH, AND <2.5W POWER CONSUMPTION. PROVIDE DIRECTIONAL ARROWS AS SHOWN ON THE LAYOUT.
WG	DENOTES DEVICE C/W WIREGUARD. SUPPLY AND INSTALL A WIREGUARD SUITABLE FOR THE PROPOSED DEVICE/EQUIPMENT AND FROM THE SAME MANUFACTURER AS THE DEVICE/EQUIPMENT (STANPRO, ETC.)
WP	DENOTES WEATHERPROOF DEVICE
EX	DENOTES EXISTING ELECTRICAL DEVICE/EQUIPMENT TO REMAIN
R	DENOTES EXISTING ELECTRICAL DEVICE/EQUIPMENT TO BE REMOVED C/W WIRING AND CONDUIT.
N	DENOTES NEW ELECTRICAL DEVICE/EQUIPMENT C/W NEW WIRING AND NEW RACEWAYS TO THE SPECIFIED SOURCE
C-5	DENOTES DEVICE/EQUIPMENT CONNECTED TO CIRCUIT #5 IN PANEL 'C'

GENERAL NOTES	
1.	THE ELECTRICAL CONTRACTOR SHALL NOTE THAT THE EXISTING BUILDING WILL REMAIN IN OPERATION THROUGHOUT DEMOLITION/CONSTRUCTION. ALLOW FOR ANY WORK REQUIRED TO BE DONE WHICH MAY AFFECT POWER SUPPLY AND OPERATION OF THE BUILDING TO BE CARRIED OUT AFTER HOURS OR AT A TIME CONVENIENT TO THE OWNER. PROVIDE TEMPORARY SERVICES AS REQUIRED TO ENSURE CONTINUED OPERATION AT ALL TIMES.
2.	CAREFULLY EXAMINE ALL EXISTING UTILITY LINES SUCH AS GAS, WATER ETC. PRIOR TO START THE ELECTRICAL CONSTRUCTION WORKS AND COORDINATE WITH OTHER TRADES AND REPORT OF ANY DISCREPANCY PRIOR TO PROCEEDING.
3.	THESE DRAWINGS SHALL BE READ & PRICED IN CONJUNCTION ALL OTHER DOCUMENTS FORMING THIS BID. INCLUDE FOR THE SUPPLY AND INSTALLATION OF POWER, SYSTEMS, AND LIGHTING AS PER THE COMPLETE CONSTRUCTION DOCUMENTS. NO EXTRA COST WILL BE ACCEPTED IN FAILURE TO OBTAINING AND/OR REVIEW OF SUCH DOCUMENTS. REFER TO ARCHITECTURAL AND ELECTRICAL LAYOUTS IN CONJUNCTION FOR EXACT LOCATION OF ALL EQUIPMENT. REPORT ANY DISCREPANCIES TO THE ELECTRICAL ENGINEER PRIOR TO COMMENCING WORK. NO EXTRA WILL BE PROVIDED AS A RESULT OF A FAILURE TO DO SO.
4.	IT IS MANDATORY THAT ELECTRICAL WORK CONFORM TO ALL APPLICABLE CODES (INCLUDING THE ONTARIO BUILDING, FIRE, AND ONTARIO ELECTRICAL SAFETY CODE), BASE BUILDING (BOARD) STANDARDS, AND THE STANDARDS SET BY ANY AND ALL LOCAL AUTHORITIES HAVING JURISDICTION.
5.	ALL ELECTRICAL WORK SHALL BE INSPECTED BY THE ELECTRICAL SAFETY AUTHORITY (ESA). ARRANGE AND PAY FOR ALL INSPECTIONS REQUIRED FOR THE DURATION OF THE PROJECT.
6.	IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ELECTRICAL DRAWINGS AND SPECIFICATIONS, ALLOW FOR THE HIGHEST-PRICED OPTION IN THE TENDER PRICE.
7.	ALL WIRING USED ON THIS PROJECT SHALL BE RUN IN RACEWAYS. NO USE OF ARMoured (BX) CABLE WILL BE PERMITTED WITH THE EXCEPTION OF RUNS NOT TO EXCEED 5' BETWEEN THE FINAL CONNECTION AND THE RESPECTIVE JUNCTION BOX.

DRAWING LIST	
DRAWING NUMBER	DESCRIPTION
E1	ELECTRICAL LEGEND, NOTES AND SCHEDULES
E2	BASEMENT & FIRST FLOOR - LIGHTING RETROFIT PLAN
E3	SECOND FLOOR - LIGHTING RETROFIT PLAN
E4	BASEMENT & FIRST FLOOR - DEMOLITION EMERGENCY LIGHTING PLAN
E5	SECOND FLOOR - DEMOLITION EMERGENCY LIGHTING PLAN
E6	BASEMENT & FIRST FLOOR - NEW EMERGENCY LIGHTING PLAN
E7	SECOND FLOOR - NEW EMERGENCY LIGHTING PLAN

LIGHTING RETROFIT SCHEDULE				
TYPE (DENOTED LETTER)	RETROFIT TYPE	RETROFIT DESCRIPTION	LAMP/BALLAST/FIXTURE SPECIFICATIONS:	NOTES:
A1	FIXTURE REPLACEMENT	EXISTING 4' SURFACE-MOUNTED FIXTURE IS TO BE REPLACED WITH A NEW 4' SURFACE-MOUNTED FIXTURE	-	SEE NOTE #1
A2	FIXTURE REPLACEMENT	EXISTING 4' SURFACE-MOUNTED FIXTURE IS TO BE REPLACED WITH A NEW 4' SURFACE-MOUNTED FIXTURE	-	SEE NOTE #1
A3	FIXTURE REPLACEMENT	EXISTING 4' SURFACE-MOUNTED FIXTURE IS TO BE REPLACED WITH A NEW 4' SURFACE-MOUNTED FIXTURE	-	SEE NOTE #1
B1	FIXTURE REPLACEMENT	EXISTING RECESSED 2'X4' TROFFER IS TO BE REPLACED WITH A NEW RECESSED LED 2'X4' TROFFER	PEERLESS ELECTRIC LACH3-24G-40-40K-125-MV	SEE NOTE #1
B2	FIXTURE REPLACEMENT	EXISTING RECESSED 2'X4' TROFFER IS TO BE REPLACED WITH A NEW RECESSED LED 2'X4' TROFFER	PEERLESS ELECTRIC LACH3-24G-48-40K-125-MV	SEE NOTE #1
C1	FIXTURE REPLACEMENT	EXISTING RECESSED 1'X4' TROFFER IS TO BE REPLACED WITH A NEW RECESSED LED 1'X4' TROFFER	PEERLESS ELECTRIC LACH3-14G-40-40K-125-MV	SEE NOTE #1
D1	FIXTURE REPLACEMENT	EXISTING 4' SUSPENDED FIXTURE IS TO BE REPLACED WITH A NEW 4' SURFACE-MOUNTED FIXTURE	-	SEE NOTE #1
E1	FIXTURE REPLACEMENT	EXISTING 4' SURFACE-MOUNTED FIXTURE IS TO BE REPLACED WITH A NEW 4' SURFACE-MOUNTED FIXTURE	-	SEE NOTE #1
E2	FIXTURE REPLACEMENT	EXISTING 4' SUSPENDED FIXTURE IS TO BE REPLACED WITH A NEW 4' SUSPENDED FIXTURE	-	SEE NOTE #1
Z1	FIXTURE REPLACEMENT	EXISTING RECESSED DOWNLIGHT IS TO BE REPLACED WITH A NEW RECESSED LED DOWNLIGHT	CURRENT GE LRX-9-R6-1X-9-CW-VQ; SET TO 4000K, 1000 LUMENS, SUITABLE FOR SHOWER INSTALLATION (WET LOCATION)	

NOTES:  
1. REMOVE ANY EXISTING SUPPORTS FROM THE BUILDING STRUCTURE. PROVIDE NEW SAFETY CHAINS SUPPORTED BY THE BUILDING STRUCTURE. ENSURE WEIGHT OF NEW LIGHT FIXTURES IS NOT BORN BY CEILING SYSTEM AND/OR ITS HANGERS. WHERE BUILDING STRUCTURE MEMBERS ARE SPACED APART OR STARLIGHT ATTACHMENT POINTS ARE NOT AVAILABLE DUE TO EXISTING ELEMENTS SUCH AS DUCTWORK, PIPING ETC., PROVIDE ADDITIONAL UNISTRUTS AS REQUIRED SUSPENDED FOR BUILDING STRUCTURE OR SECURED TO CREATE SECURED POINTS FOR SAFETY CHAINS.

BATTERY UNIT SCHEDULE			
BATTERY UNIT NO.	CIRCUIT NO.	EXIT SIGN AC CIRCUIT	BATTERY WATTAGE
BU-1	CIRCUIT IN PANEL TO BE DETERMINED	DEDICATED CIRCUIT IN PANEL TBD	550 WATTS
BU-2	CIRCUIT IN PANEL TO BE DETERMINED	DEDICATED CIRCUIT IN PANEL TBD	550 WATTS
BU-3	CIRCUIT IN PANEL TO BE DETERMINED	DEDICATED CIRCUIT IN PANEL TBD	550 WATTS
BU-4	CIRCUIT IN PANEL TO BE DETERMINED	DEDICATED CIRCUIT IN PANEL TBD	550 WATTS
BU-5	CIRCUIT IN PANEL TO BE DETERMINED	DEDICATED CIRCUIT IN PANEL TBD	550 WATTS
BU-6	CIRCUIT IN PANEL TO BE DETERMINED	DEDICATED CIRCUIT IN PANEL TBD	550 WATTS

PROJECT SCOPE OF WORK	
THIS PROJECT INCLUDES, BUT IS NOT LIMITED, TO THE FOLLOWING:	
1.	REPLACEMENT OF EXISTING NORMAL LIGHTING FIXTURES WITH NEW LED FIXTURES THROUGHOUT THE SCHOOL.
2.	ADDITION OF LIGHTING CONTROLS (OCCUPANCY SENSORS) THROUGHOUT THE SCHOOL.
3.	UPGRADE OF THE EXISTING EMERGENCY LIGHTING SYSTEM WITH NEW, INCLUDING NEW BATTERY UNITS, REMOTE HEADS AND EXIT SIGNS.
4.	INCLUDE, IN THE BASE TENDER PRICE, FOR THE REMOVAL OF EIGHT (8) ADDITIONAL EMERGENCY LIGHTING FIXTURES (EXIT SIGNS, BATTERY UNITS, REMOTE HEADS, ETC.) BEYOND THE QUANTITIES SHOWN ON THE DRAWINGS AS FOUND ON SITE.
5.	INCLUDE, IN THE BASE TENDER PRICE, FOR THE SUPPLY & INSTALL OF THREE (3) ADDITIONAL DUAL-HEAD REMOTE HEADS (EACH C/W 50' OF CONDUIT AND WIRING) AS REQUESTED BY THE BUILDING DEPARTMENT DURING THE BUILDING INSPECTION.
6.	ARRANGE FOR AND ATTEND THE BUILDING INSPECTION WITH THE BUILDING INSPECTOR.
7.	FIRESTOP ALL NEW CONDUIT PENETRATIONS THROUGH EXISTING WALLS, CEILINGS AND FLOOR ASSEMBLIES.

CUTTING, PATCHING AND MAKING GOOD	
1.	THE CONTRACTOR SHALL COMPLETE ALL NECESSARY CUTTING, PATCHING, MAKING GOOD AND PAINTING SCOPE NECESSARY TO EXECUTE THE LED LIGHTING RETROFIT AND EMERGENCY LIGHTING REPLACEMENT SCOPE.
2.	WHERE NEW WALL-MOUNTED LIGHT FIXTURES ARE BEING PROPOSED, ALLOW FOR PAINTING OF THE WALL SURFACE BEHIND THE EXISTING FIXTURE; REMOVE EXCESS PAINT OUTLINES AROUND THE EXISTING FIXTURE.
3.	PAINT ALL AREAS AFFECTED BY DEMOLITION TO MATCH THE EXISTING ADJACENT WALL COLOUR/FINISH. FOR EXAMPLE, AT ALL LOCATIONS WHERE EXISTING EXIT SIGNS, BATTERY UNITS, WALL/CEILING-MOUNTED LIGHTS, REMOTE HEADS, ETC. ARE REMOVED.
4.	REPLACE CEILING TILES WHERE EXISTING DEVICES (EXIT SIGNS, REMOTE HEADS, ETC.) ARE REMOVED WITH NEW FIRE-RATED CEILING TILES TO MATCH THE EXISTING. NO USE OF BLANK COVERPLATES ON EXISTING CEILING TILES WILL BE PERMITTED.
5.	WHERE FIRE-RATED PROTECTION BOXES ARE FOUND SERVING EXISTING FIXTURES, RE-INSTATE THE BOX AFTER THE RETROFIT.
6.	REPLACE, AT NO COST TO THE OWNER, ANY CEILING TILES DAMAGED BY THE CONTRACTOR THROUGHOUT THE COURSE OF THE PROJECT.

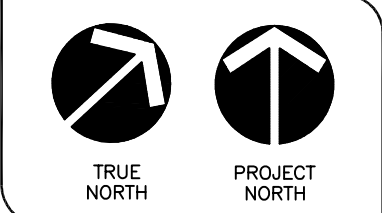
NOTES
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NOTES
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REVISIONS		
NO.	DATE	ISSUED FOR:
1.	FEB. 3/26	100% REVIEW
2.	APR. 22/26	PERMIT & TENDER



ELECTRICAL CONSULTANTS:  
SURI & ASSOCIATES LTD.  
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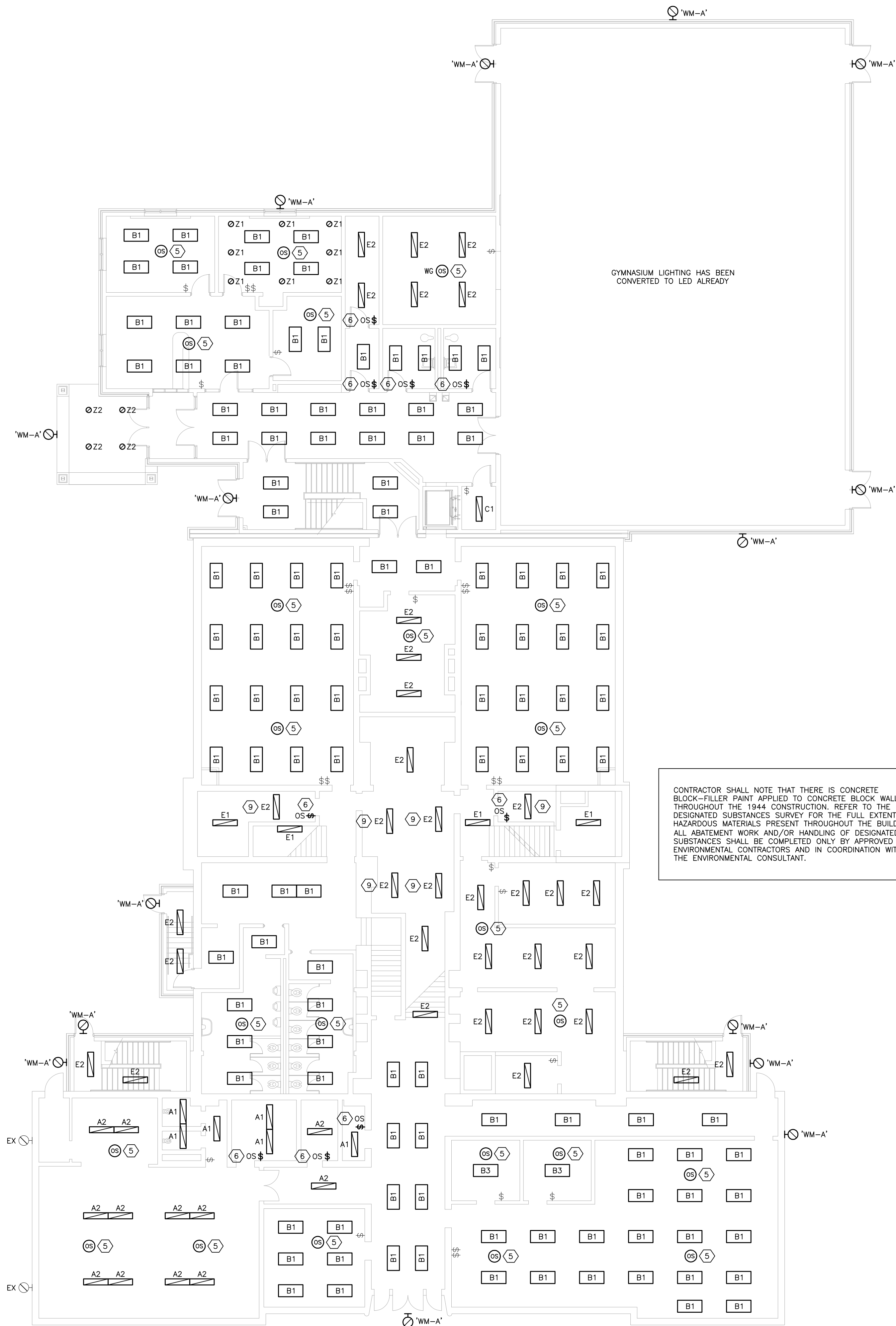


SCHOOL  
LAKESHORE PUBLIC SCHOOL  
LOCATION  
2243 LAKESHORE ROAD  
BURLINGTON, ONTARIO

LAST UPDATED	JAN. 2026
PREVIOUS UPDATE	
GRADES	---
SCALE	AS SHOWN
DRAWN	RS/SS
PROJECT LAST UPDATED	-
YEAR BUILT	---
AREA SQ. FT.	----
CAD FILE NAME	----

SHEET TITLE  
ELECTRICAL LEGEND,  
NOTES AND  
SCHEDULES

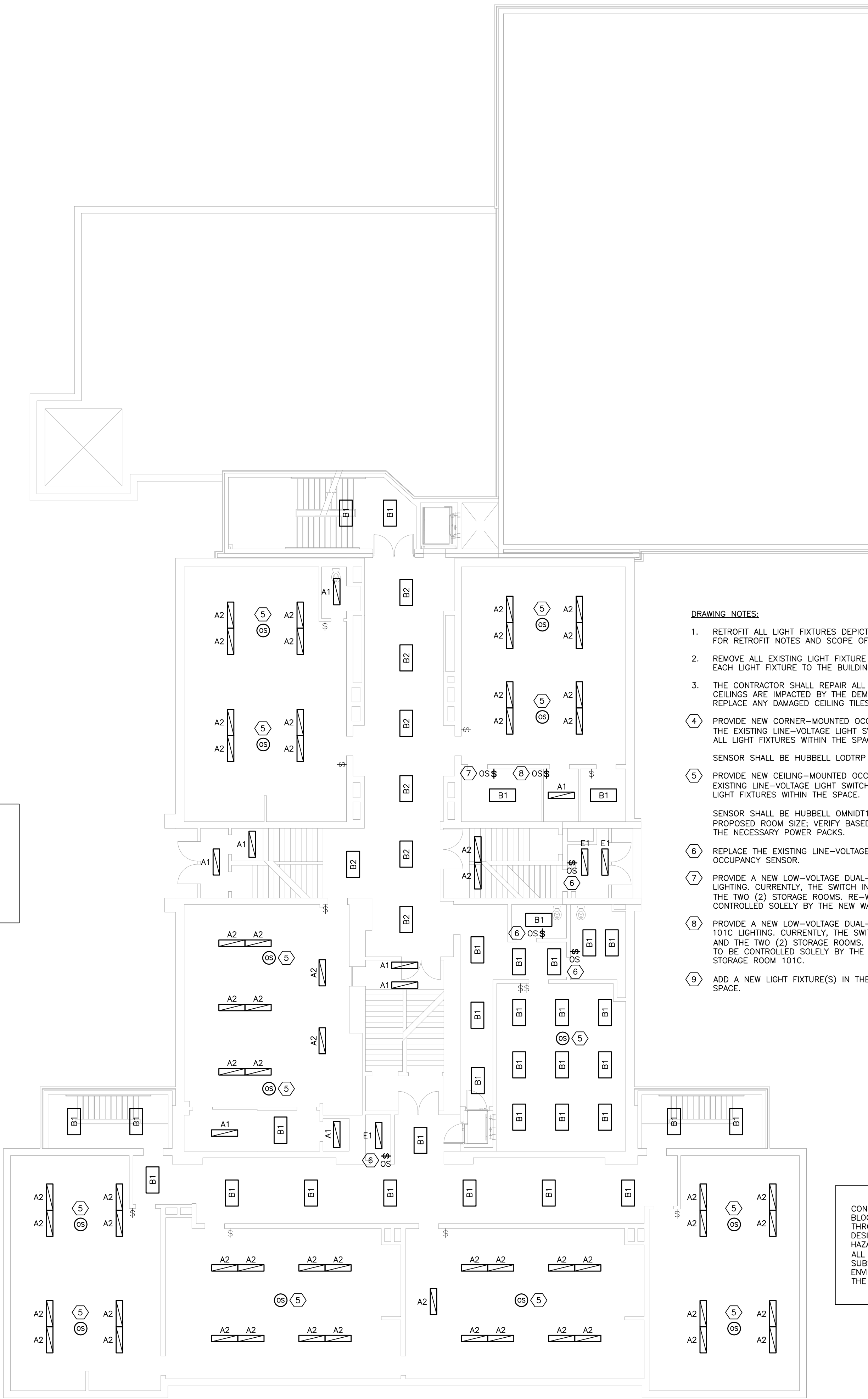
PROJECT NAME	
DIVISION	NUMBER
	E1



GYMNASIUM LIGHTING HAS BEEN CONVERTED TO LED ALREADY

CONTRACTOR SHALL NOTE THAT THERE IS CONCRETE BLOCK-FILLER PAINT APPLIED TO CONCRETE BLOCK WALLS THROUGHOUT THE 1944 CONSTRUCTION. REFER TO THE DESIGNATED SUBSTANCES SURVEY FOR THE FULL EXTENT OF HAZARDOUS MATERIALS PRESENT THROUGHOUT THE BUILDING. ALL ABATEMENT WORK AND/OR HANDLING OF DESIGNATED SUBSTANCES SHALL BE COMPLETED ONLY BY APPROVED ENVIRONMENTAL CONTRACTORS AND IN COORDINATION WITH THE ENVIRONMENTAL CONSULTANT.

CONTRACTOR SHALL NOTE THAT THERE IS CONCRETE BLOCK-FILLER PAINT APPLIED TO CONCRETE BLOCK WALLS THROUGHOUT THE 1944 CONSTRUCTION. REFER TO THE DESIGNATED SUBSTANCES SURVEY FOR THE FULL EXTENT OF HAZARDOUS MATERIALS PRESENT THROUGHOUT THE BUILDING. ALL ABATEMENT WORK AND/OR HANDLING OF DESIGNATED SUBSTANCES SHALL BE COMPLETED ONLY BY APPROVED ENVIRONMENTAL CONTRACTORS AND IN COORDINATION WITH THE ENVIRONMENTAL CONSULTANT.



**DRAWING NOTES:**

- RETROFIT ALL LIGHT FIXTURES DEPICTED ON THIS DRAWING WITH THE TYPE AS NOTED. SEE DRAWING E1 FOR RETROFIT NOTES AND SCOPE OF WORK.
- REMOVE ALL EXISTING LIGHT FIXTURE SUPPORTS AND REPLACE WITH NEW CHAIN SUPPORTS TO SUPPORT EACH LIGHT FIXTURE TO THE BUILDING STRUCTURE.
- THE CONTRACTOR SHALL REPAIR ALL CEILINGS WHERE EXISTING FIXTURES ARE REMOVED AND THE CEILINGS ARE IMPACTED BY THE DEMOLITION; PATCH AND PAINT TO MATCH THE SURROUNDING SURFACES; REPLACE ANY DAMAGED CEILING TILES WHERE REQUIRED.
- PROVIDE NEW CORNER-MOUNTED OCCUPANCY SENSORS AS SHOWN. WIRE ALL SENSORS UPSTREAM OF THE EXISTING LINE-VOLTAGE LIGHT SWITCHES. THE OCCUPANCY SENSOR(S) IN EACH ZONE SHALL CONTROL ALL LIGHT FIXTURES WITHIN THE SPACE.  
SENSOR SHALL BE HUBBELL LODTRP OR APPROVED EQUAL; PROVIDE THE NECESSARY POWER PACKS.
- PROVIDE NEW CEILING-MOUNTED OCCUPANCY SENSORS AS SHOWN. WIRE ALL SENSORS UPSTREAM OF THE EXISTING LINE-VOLTAGE LIGHT SWITCHES. THE OCCUPANCY SENSOR(S) IN EACH ZONE SHALL CONTROL ALL LIGHT FIXTURES WITHIN THE SPACE.  
SENSOR SHALL BE HUBBELL OMNDT1000RP ( SQUARE FOOTAGE COVERAGE SHALL BE TO SUIT THE PROPOSED ROOM SIZE; VERIFY BASED ON SCALING ON THE DRAWINGS) OR APPROVED EQUAL; PROVIDE THE NECESSARY POWER PACKS.
- REPLACE THE EXISTING LINE-VOLTAGE ON/OFF SWITCH WITH A NEW LOW-VOLTAGE DUAL-TECHNOLOGY OCCUPANCY SENSOR.
- PROVIDE A NEW LOW-VOLTAGE DUAL-TECHNOLOGY OCCUPANCY SENSOR TO SERVE THE QUIET ROOM LIGHTING. CURRENTLY, THE SWITCH INSIDE STORAGE 101A SERVES THE LIGHTING IN THE QUIET ROOM AND THE TWO (2) STORAGE ROOMS. RE-WIRE THE EXISTING LIGHT FIXTURE IN THE QUIET ROOM TO BE CONTROLLED SOLELY BY THE NEW WALL-SWITCH OCCUPANCY SENSOR LOCATED WITHIN THE QUIET ROOM.
- PROVIDE A NEW LOW-VOLTAGE DUAL-TECHNOLOGY OCCUPANCY SENSOR TO SERVE THE STORAGE ROOM 101C LIGHTING. CURRENTLY, THE SWITCH INSIDE STORAGE 101A SERVES THE LIGHTING IN THE QUIET ROOM AND THE TWO (2) STORAGE ROOMS. RE-WIRE THE EXISTING LIGHT FIXTURE IN THE STORAGE ROOM 101C TO BE CONTROLLED SOLELY BY THE NEW WALL-SWITCH OCCUPANCY SENSOR LOCATED WITHIN THE STORAGE ROOM 101C.
- ADD A NEW LIGHT FIXTURE(S) IN THE SPACE. CONNECT TO THE EXISTING SWITCHED CIRCUIT SERVING THE SPACE.

1 BASEMENT - LED LIGHTING RETROFIT PLAN  
E2 SCALE: 1:125

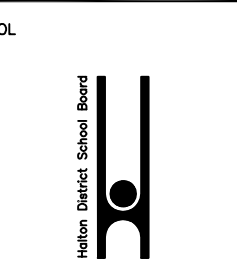
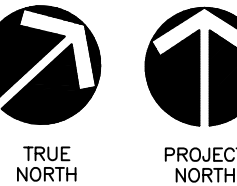
2 FIRST FLOOR - LED LIGHTING RETROFIT PLAN  
E2 SCALE: 1:125

**NOTES**

NO	DATE	ISSUED FOR
1.	FEB. 3/24	100% REVIEW
2.	APR. 22/24	PERMIT & TENDER



**ELECTRICAL CONSULTANT:**  
SURI & ASSOCIATES LTD.  
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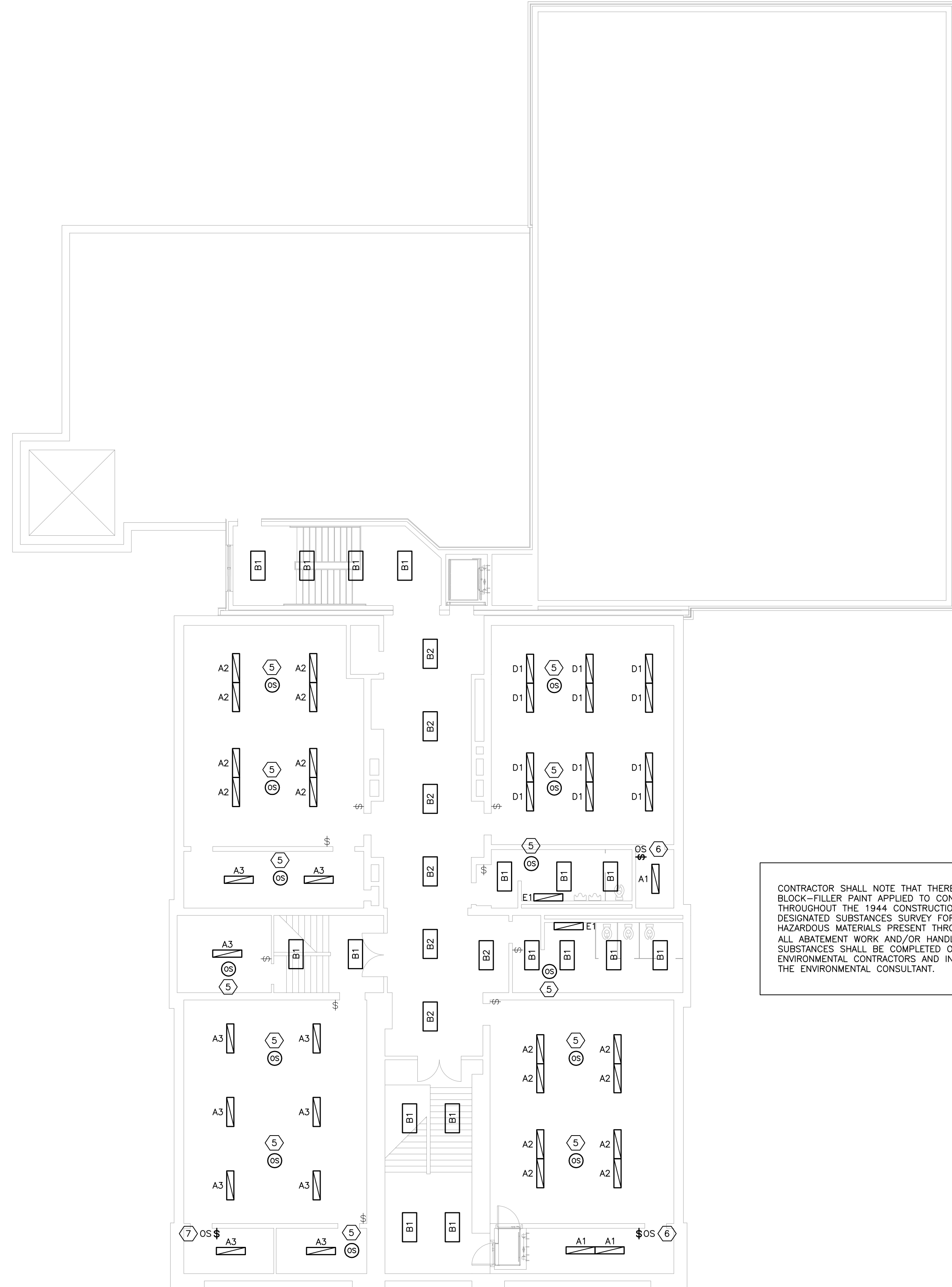
**LAKESHORE PUBLIC SCHOOL**

LOCATION  
2243 LAKESHORE ROAD  
BURLINGTON, ONTARIO

LAST UPDATED	JAN. 2026
PREVIOUS UPDATE	---
GRANDES	---
SCALE	AS SHOWN
DRAWN	RS/SS
PROJECT LAST UPDATED	---
YEAR BUILT	---
AREA SQ. FT.	----
CAD FILE NAME	----

SHEET TITLE  
BASEMENT & FIRST FLOOR - LIGHTING RETROFIT PLAN

PROJECT NAME  
DIVISION  
NUMBER  
E2



**DRAWING NOTES:**

1. RETROFIT ALL LIGHT FIXTURES DEPICTED ON THIS DRAWING WITH THE TYPE AS NOTED. SEE DRAWING E1 FOR RETROFIT NOTES AND SCOPE OF WORK.
2. REMOVE ALL EXISTING LIGHT FIXTURE SUPPORTS AND REPLACE WITH NEW CHAIN SUPPORTS TO SUPPORT EACH LIGHT FIXTURE TO THE BUILDING STRUCTURE.
3. THE CONTRACTOR SHALL REPAIR ALL CEILINGS WHERE EXISTING FIXTURES ARE REMOVED AND THE CEILINGS ARE IMPACTED BY THE DEMOLITION; PATCH AND PAINT TO MATCH THE SURROUNDING SURFACES; REPLACE ANY DAMAGED CEILING TILES WHERE REQUIRED.
4. PROVIDE NEW CORNER-MOUNTED OCCUPANCY SENSORS AS SHOWN. WIRE ALL SENSORS UPSTREAM OF THE EXISTING LINE-VOLTAGE LIGHT SWITCHES. THE OCCUPANCY SENSOR(S) IN EACH ZONE SHALL CONTROL ALL LIGHT FIXTURES WITHIN THE SPACE.  
SENSOR SHALL BE HUBBELL LODTRP OR APPROVED EQUAL; PROVIDE THE NECESSARY POWER PACKS.
5. PROVIDE NEW CEILING-MOUNTED OCCUPANCY SENSORS AS SHOWN. WIRE ALL SENSORS UPSTREAM OF THE EXISTING LINE-VOLTAGE LIGHT SWITCHES. THE OCCUPANCY SENSOR(S) IN EACH ZONE SHALL CONTROL ALL LIGHT FIXTURES WITHIN THE SPACE.  
SENSOR SHALL BE HUBBELL OMNIDT100DRP (SQUARE FOOTAGE COVERAGE SHALL BE TO SUIT THE PROPOSED ROOM SIZE; VERIFY BASED ON SCALING ON THE DRAWINGS) OR APPROVED EQUAL; PROVIDE THE NECESSARY POWER PACKS.
6. REPLACE THE EXISTING LINE-VOLTAGE ON/OFF SWITCH WITH A NEW LOW-VOLTAGE DUAL-TECHNOLOGY OCCUPANCY SENSOR.
7. PROVIDE A NEW LOW-VOLTAGE DUAL-TECHNOLOGY OCCUPANCY SENSOR TO SERVE THE STORAGE ROOM LIGHTING. CURRENTLY, THE SWITCH OUTSIDE OF THE COAT ROOM SERVES THE LIGHTING IN THE COAT ROOM AND THE STORAGE ROOM. RE-WIRE THE EXISTING LIGHT FIXTURE IN THE STORAGE ROOM TO BE CONTROLLED SOLELY BY THE NEW WALL-SWITCH OCCUPANCY SENSOR LOCATED WITHIN THE STORAGE ROOM.

CONTRACTOR SHALL NOTE THAT THERE IS CONCRETE BLOCK-FILLER PAINT APPLIED TO CONCRETE BLOCK WALLS THROUGHOUT THE 1944 CONSTRUCTION. REFER TO THE DESIGNATED SUBSTANCES SURVEY FOR THE FULL EXTENT OF HAZARDOUS MATERIALS PRESENT THROUGHOUT THE BUILDING. ALL ABATEMENT WORK AND/OR HANDLING OF DESIGNATED SUBSTANCES SHALL BE COMPLETED ONLY BY APPROVED ENVIRONMENTAL CONTRACTORS AND IN COORDINATION WITH THE ENVIRONMENTAL CONSULTANT.

NOTES

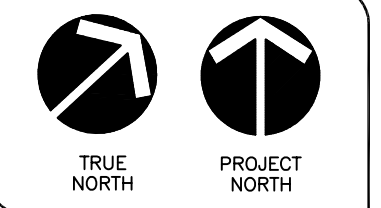
REVISIONS

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2.	APR. 22/26	PERMIT & TENDER



ELECTRICAL CONSULTANT:  
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SCHOOL

LAKESHORE PUBLIC SCHOOL

LOCATION  
2243 LAKESHORE ROAD  
BURLINGTON, ONTARIO

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CAD FILE NAME	----

SHEET TITLE

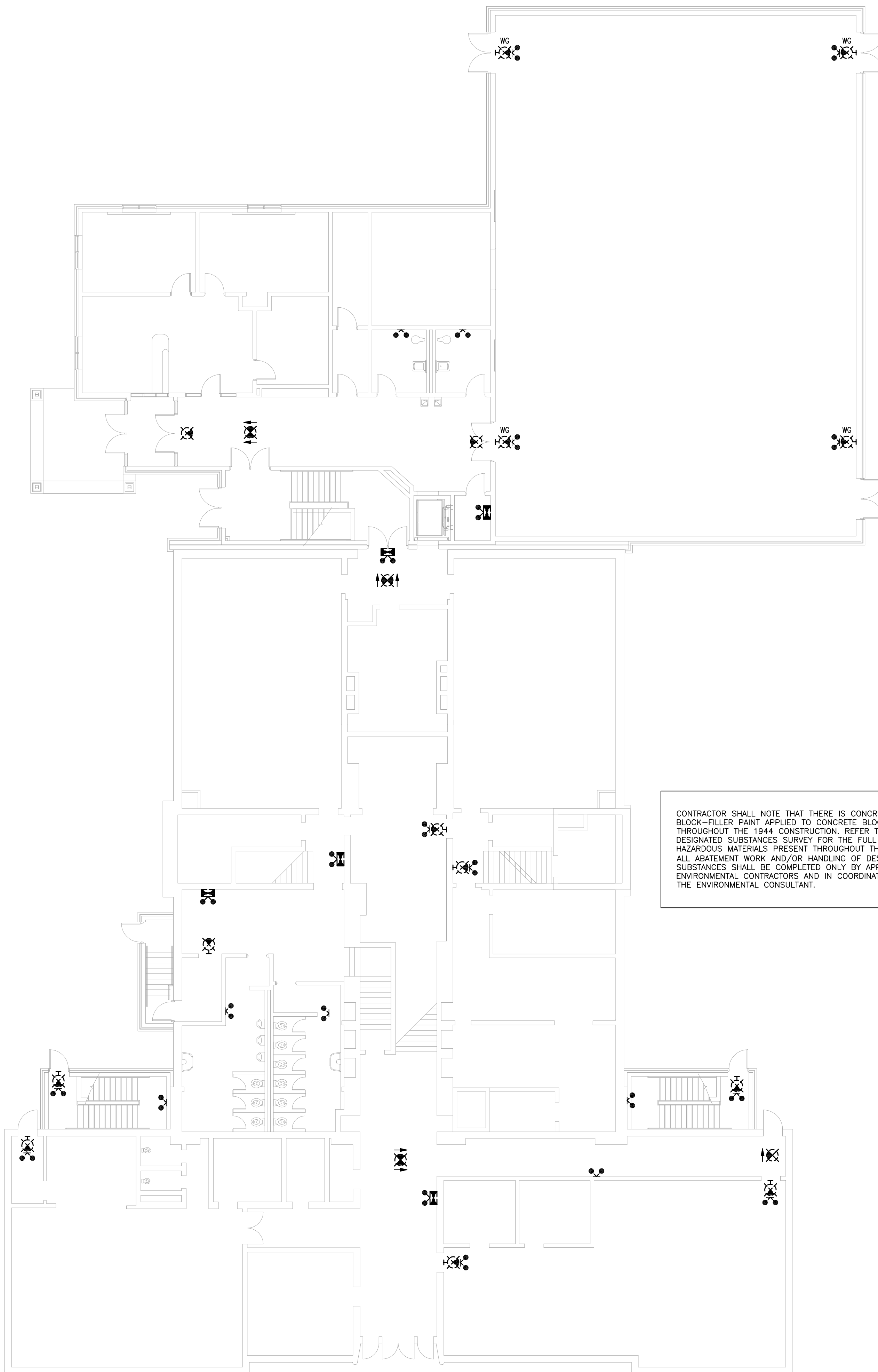
SECOND FLOOR —  
LIGHTING RETROFIT  
PLAN

PROJECT NAME

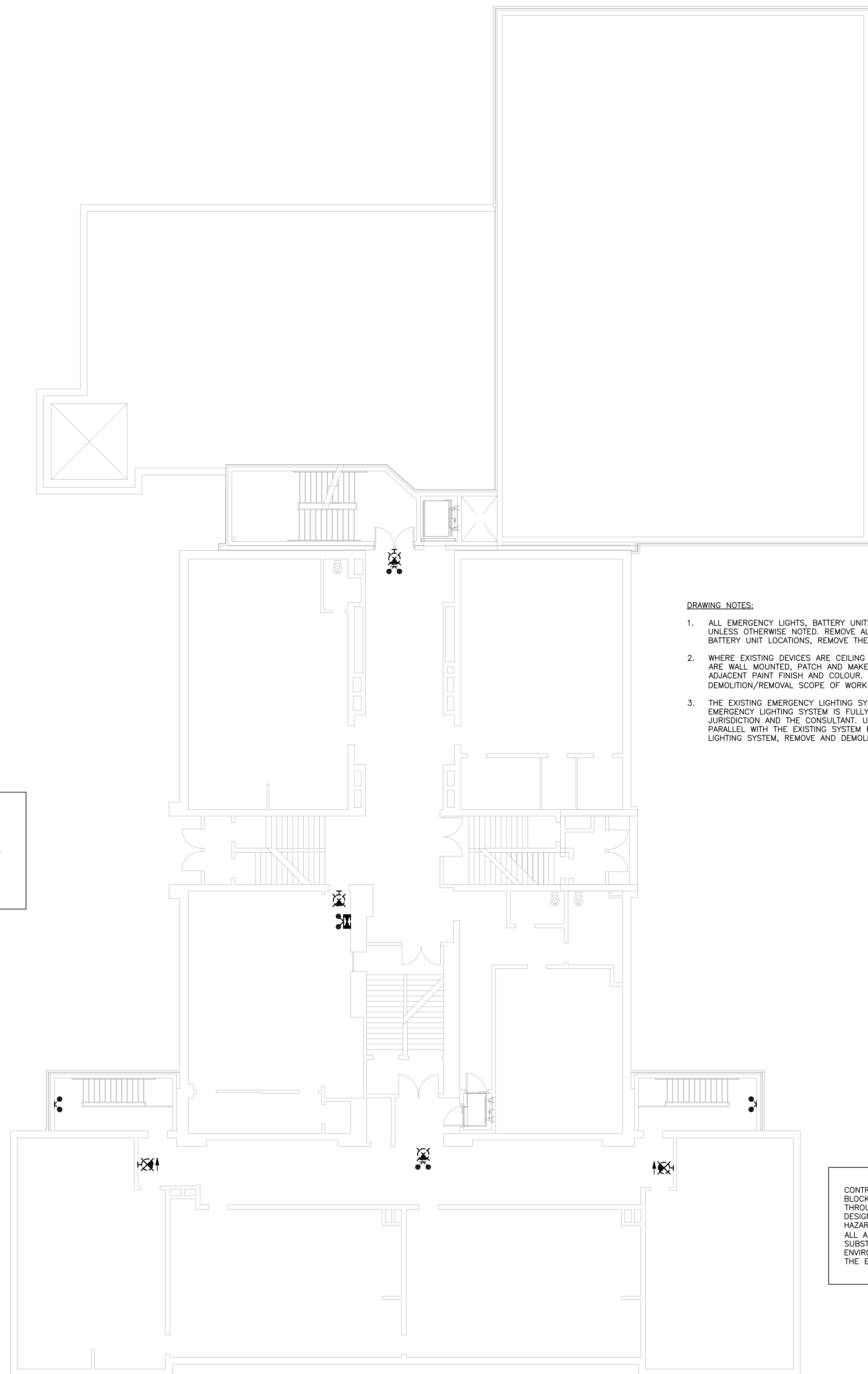
DIVISION

NUMBER

E3



CONTRACTOR SHALL NOTE THAT THERE IS CONCRETE BLOCK-FILLER PAINT APPLIED TO CONCRETE BLOCK WALLS THROUGHOUT THE 1944 CONSTRUCTION. REFER TO THE DESIGNATED SUBSTANCES SURVEY FOR THE FULL EXTENT OF HAZARDOUS MATERIALS PRESENT THROUGHOUT THE BUILDING. ALL ABATEMENT WORK AND/OR HANDLING OF DESIGNATED SUBSTANCES SHALL BE COMPLETED ONLY BY APPROVED ENVIRONMENTAL CONTRACTORS AND IN COORDINATION WITH THE ENVIRONMENTAL CONSULTANT.



CONTRACTOR SHALL NOTE THAT THERE IS CONCRETE BLOCK-FILLER PAINT APPLIED TO CONCRETE BLOCK WALLS THROUGHOUT THE 1944 CONSTRUCTION. REFER TO THE DESIGNATED SUBSTANCES SURVEY FOR THE FULL EXTENT OF HAZARDOUS MATERIALS PRESENT THROUGHOUT THE BUILDING. ALL ABATEMENT WORK AND/OR HANDLING OF DESIGNATED SUBSTANCES SHALL BE COMPLETED ONLY BY APPROVED ENVIRONMENTAL CONTRACTORS AND IN COORDINATION WITH THE ENVIRONMENTAL CONSULTANT.

**DRAWING NOTES:**

1. ALL EMERGENCY LIGHTS, BATTERY UNITS AND EXIT SIGNS SHOWN ON THIS LAYOUT ARE TO BE REMOVED UNLESS OTHERWISE NOTED. REMOVE ALL REDUNDANT WIRING AND RACEWAYS TO THE SOURCE. AT ALL BATTERY UNIT LOCATIONS, REMOVE THE EXISTING ASSOCIATED RECEPTACLE WHEREVER PRESENT.
2. WHERE EXISTING DEVICES ARE CEILING MOUNTED, REPLACE THE CEILING TILE WITH NEW. WHERE DEVICES ARE WALL MOUNTED, PATCH AND MAKE GOOD ALL WALL SURFACES. PAINT AFFECTED AREA TO MATCH ADJACENT PAINT FINISH AND COLOUR. PATCH AND MAKE GOOD ALL SURFACES AFFECTED BY THE DEMOLITION/REMOVAL SCOPE OF WORK. SEAL AND/OR FIRESTOP ALL REDUNDANT OPENINGS.
3. THE EXISTING EMERGENCY LIGHTING SYSTEM IS NOT TO BE DEMOLISHED OR IMPACTED UNTIL THE NEW EMERGENCY LIGHTING SYSTEM IS FULLY INSTALLED, TESTED AND ACCEPTED BY THE AUTHORITY HAVING JURISDICTION AND THE CONSULTANT. UNTIL SUCH TIME, THE NEW SYSTEM SHALL BE INSTALLED IN PARALLEL WITH THE EXISTING SYSTEM REMAINING IN PLACE. UPON ACCEPTANCE OF THE NEW EMERGENCY LIGHTING SYSTEM, REMOVE AND DEMOLISH THE EXISTING EMERGENCY LIGHTING SYSTEM IN ENTIRETY.

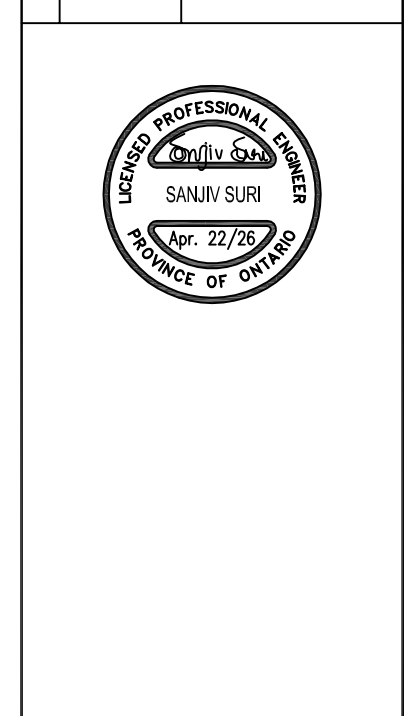
1 BASEMENT – EMERGENCY LIGHTING DEMOLITION PLAN  
E4 SCALE: 1:125

2 FIRST FLOOR – EMERGENCY LIGHTING DEMOLITION PLAN  
E4 SCALE: 1:125

NOTES

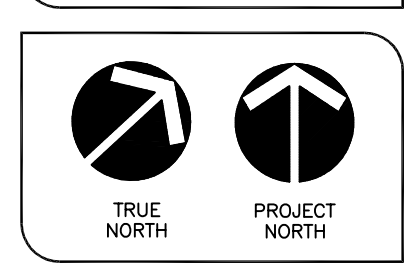
REVISIONS

NO	DATE	ISSUED FOR
1.	FEB. 3/26	100% REVIEW
2.	APR. 22/26	PERMIT & TENDER



ELECTRICAL CONSULTANT:  
**SURI & ASSOCIATES LTD.**  
ENGINEERING CONSULTANTS  
ELECTRICAL  
MECHANICAL  
LIGHTING  
COMMUNICATION  
SECURITY

251 LAKESHORE ROAD WEST  
PO BOX 58422  
MISSISSAUGA, ONTARIO  
L4X 1L7  
T: (905) 298-7861



SCHOOL

**LAKESHORE PUBLIC SCHOOL**

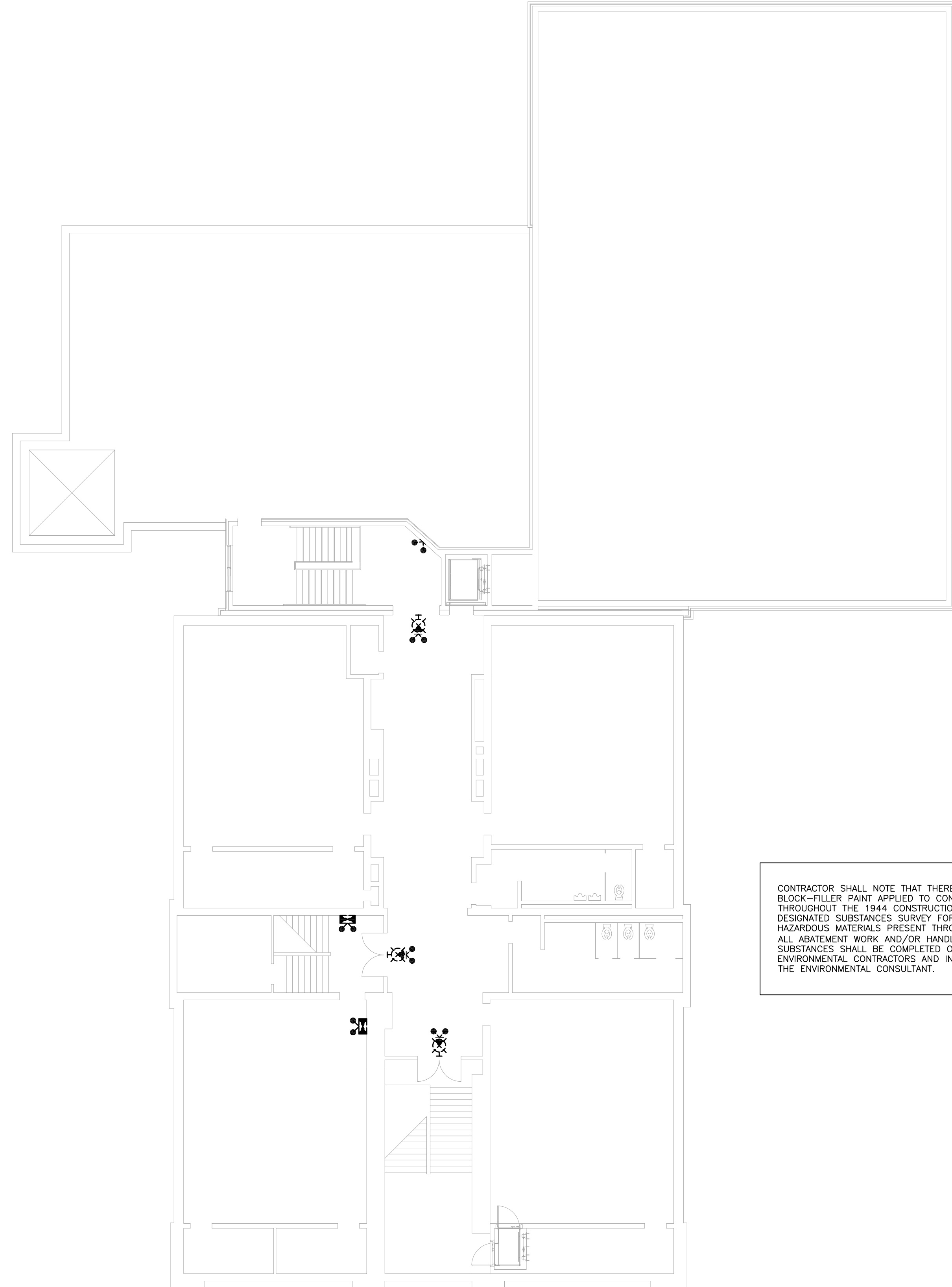
LOCATION  
2243 LAKESHORE ROAD  
BURLINGTON, ONTARIO

LAST UPDATED	JAN. 2026
PREVIOUS UPDATE	---
GRADES	---
SCALE	AS SHOWN
DRAWN	RS/SS
PROJECT LAST UPDATED	---
YEAR BUILT	---
AREA SQ. FT.	----
CAD FILE NAME	----

SHEET TITLE  
BASEMENT & FIRST FLOOR  
DEMOLITION  
EMERGENCY LIGHTING PLAN

PROJECT NAME

DIVISION NUMBER  
E4



- DRAWING NOTES:**
1. ALL EMERGENCY LIGHTS, BATTERY UNITS AND EXIT SIGNS SHOWN ON THIS LAYOUT ARE TO BE REMOVED UNLESS OTHERWISE NOTED. REMOVE ALL REDUNDANT WIRING AND RACEWAYS TO THE SOURCE. AT ALL BATTERY UNIT LOCATIONS, REMOVE THE EXISTING ASSOCIATED RECEPTACLE WHEREVER PRESENT.
  2. WHERE EXISTING DEVICES ARE CEILING MOUNTED, REPLACE THE CEILING TILE WITH NEW. WHERE DEVICES ARE WALL MOUNTED, PATCH AND MAKE GOOD ALL WALL SURFACES. PAINT AFFECTED AREA TO MATCH ADJACENT PAINT FINISH AND COLOUR. PATCH AND MAKE GOOD ALL SURFACES AFFECTED BY THE DEMOLITION/REMOVAL SCOPE OF WORK. SEAL AND/OR FIRESTOP ALL REDUNDANT OPENINGS.
  3. THE EXISTING EMERGENCY LIGHTING SYSTEM IS NOT TO BE DEMOLISHED OR IMPACTED UNTIL THE NEW EMERGENCY LIGHTING SYSTEM IS FULLY INSTALLED, TESTED AND ACCEPTED BY THE AUTHORITY HAVING JURISDICTION AND THE CONSULTANT. UNTIL SUCH TIME, THE NEW SYSTEM SHALL BE INSTALLED IN PARALLEL WITH THE EXISTING SYSTEM REMAINING IN PLACE. UPON ACCEPTANCE OF THE NEW EMERGENCY LIGHTING SYSTEM, REMOVE AND DEMOLISH THE EXISTING EMERGENCY LIGHTING SYSTEM IN ENTIRETY.

CONTRACTOR SHALL NOTE THAT THERE IS CONCRETE BLOCK-FILLER PAINT APPLIED TO CONCRETE BLOCK WALLS THROUGHOUT THE 1944 CONSTRUCTION. REFER TO THE DESIGNATED SUBSTANCES SURVEY FOR THE FULL EXTENT OF HAZARDOUS MATERIALS PRESENT THROUGHOUT THE BUILDING. ALL ABATEMENT WORK AND/OR HANDLING OF DESIGNATED SUBSTANCES SHALL BE COMPLETED ONLY BY APPROVED ENVIRONMENTAL CONTRACTORS AND IN COORDINATION WITH THE ENVIRONMENTAL CONSULTANT.

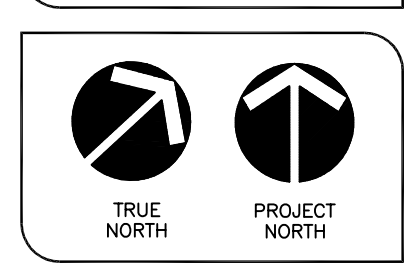
NOTES

REVISIONS

No	DATE	ISSUED FOR
1.	FEB. 3/26	100% REVIEW
2.	APR. 22/26	PERMIT & TENDER

PROFESSIONAL ENGINEER  
SURI & ASSOCIATES LTD.  
APR 22/26  
PROFESSIONAL ENGINEER  
REGISTERED IN ONTARIO

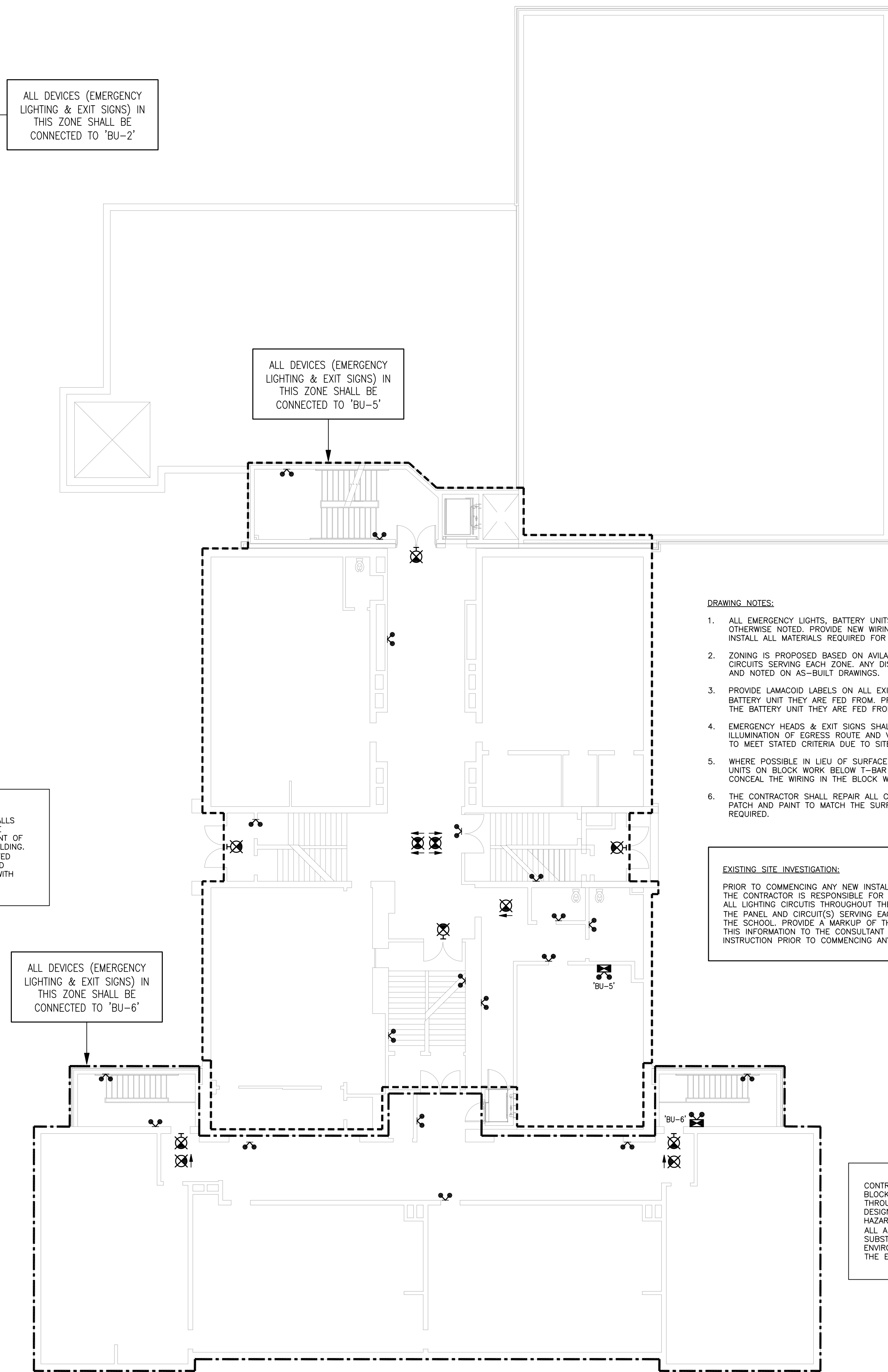
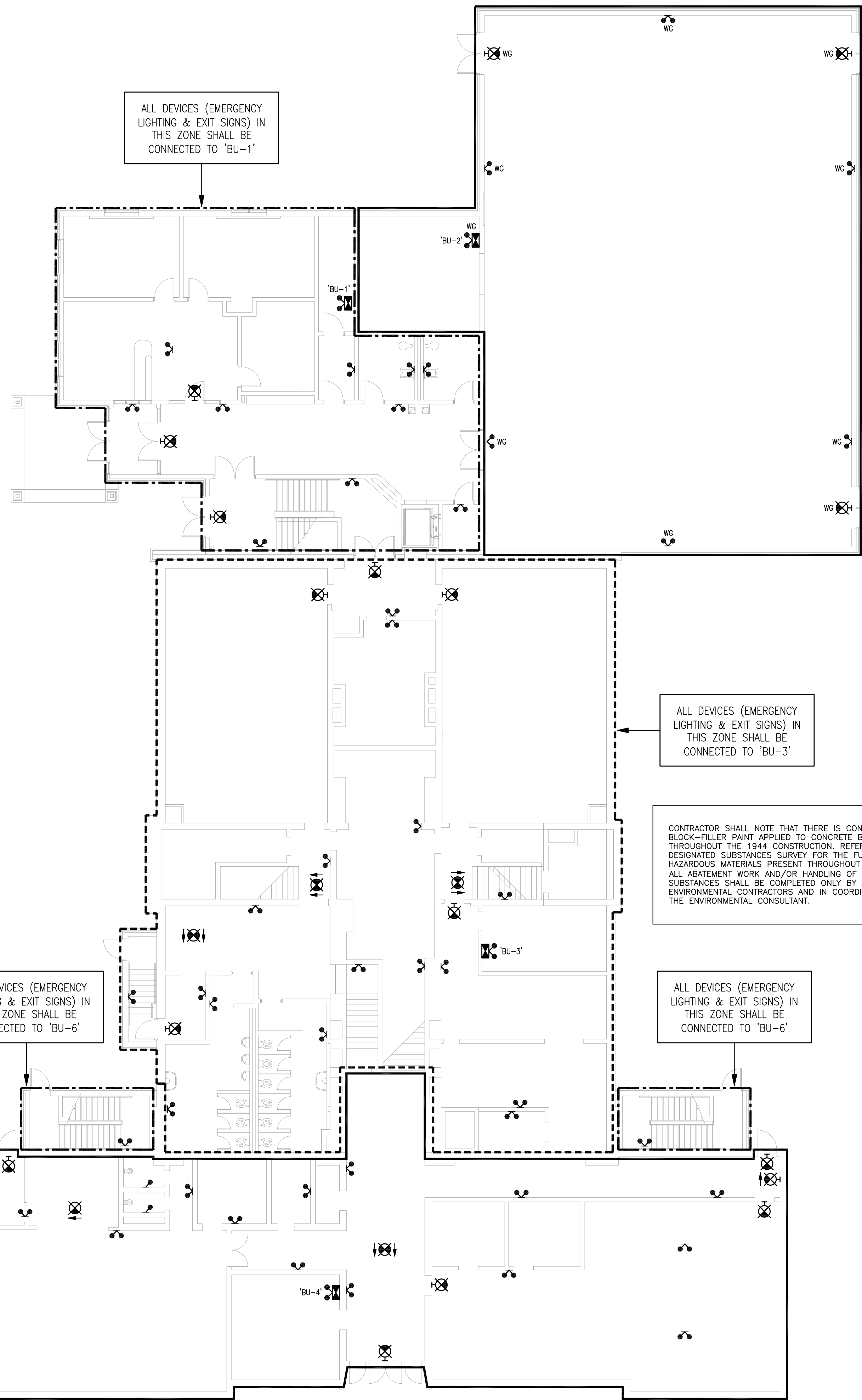
ELECTRICAL CONSULTANT:  
SURI & ASSOCIATES LTD.  
ENGINEERING CONSULTANTS  
ELECTRICAL  
MECHANICAL  
PLUMBING  
LIGHTING  
COMMUNICATION  
SECURITY  
251 AVENUE ROAD WEST  
PO BOX 18422  
MISSISSAUGA, ONTARIO  
L4X 1L7  
T (905) 290-7861



SCHOOL  
LAKESHORE PUBLIC SCHOOL  
LOCATION  
2243 LAKESHORE ROAD  
BURLINGTON, ONTARIO

LAST UPDATED: JAN. 2026  
PREVIOUS UPDATE: ---  
GRADES: ---  
SCALE: AS SHOWN  
DRAWN: RS/SS  
PROJECT LAST UPDATED: ---  
YEAR BUILT: ---  
AREA SQ. FT.: ---  
CAD FILE NAME: ---

SHEET TITLE  
SECOND FLOOR —  
DEMOLITION  
EMERGENCY  
LIGHTING PLAN  
PROJECT NAME  
DIVISION NUMBER  
E5



ALL DEVICES (EMERGENCY LIGHTING & EXIT SIGNS) IN THIS ZONE SHALL BE CONNECTED TO 'BU-1'

ALL DEVICES (EMERGENCY LIGHTING & EXIT SIGNS) IN THIS ZONE SHALL BE CONNECTED TO 'BU-2'

ALL DEVICES (EMERGENCY LIGHTING & EXIT SIGNS) IN THIS ZONE SHALL BE CONNECTED TO 'BU-5'

ALL DEVICES (EMERGENCY LIGHTING & EXIT SIGNS) IN THIS ZONE SHALL BE CONNECTED TO 'BU-3'

CONTRACTOR SHALL NOTE THAT THERE IS CONCRETE BLOCK-FILLER PAINT APPLIED TO CONCRETE BLOCK WALLS THROUGHOUT THE 1944 CONSTRUCTION. REFER TO THE DESIGNATED SUBSTANCES SURVEY FOR THE FULL EXTENT OF HAZARDOUS MATERIALS PRESENT THROUGHOUT THE BUILDING. ALL ABATEMENT WORK AND/OR HANDLING OF DESIGNATED SUBSTANCES SHALL BE COMPLETED ONLY BY APPROVED ENVIRONMENTAL CONTRACTORS AND IN COORDINATION WITH THE ENVIRONMENTAL CONSULTANT.

ALL DEVICES (EMERGENCY LIGHTING & EXIT SIGNS) IN THIS ZONE SHALL BE CONNECTED TO 'BU-6'

ALL DEVICES (EMERGENCY LIGHTING & EXIT SIGNS) IN THIS ZONE SHALL BE CONNECTED TO 'BU-6'

ALL DEVICES (EMERGENCY LIGHTING & EXIT SIGNS) IN THIS ZONE SHALL BE CONNECTED TO 'BU-4'

**DRAWING NOTES:**

1. ALL EMERGENCY LIGHTS, BATTERY UNITS AND EXIT SIGNS SHOWN ON THIS LAYOUT ARE NEW UNLESS OTHERWISE NOTED. PROVIDE NEW WIRING AND RACEWAYS TO THE RESPECTIVE SOURCE. SUPPLY AND INSTALL ALL MATERIALS REQUIRED FOR A FULLY OPERATIONAL SYSTEM.
2. ZONING IS PROPOSED BASED ON AVAILABLE INFORMATION. CONTRACTOR SHALL TRACE AND VERIFY EXISTING CIRCUITS SERVING EACH ZONE. ANY DISCREPANCY SHALL BE BROUGHT TO CONSULTANT FOR RESOLUTION AND NOTED ON AS-BUILT DRAWINGS.
3. PROVIDE LAMACOID LABELS ON ALL EXIT SIGNS STATING THE ELECTRICAL PANEL, BRANCH CIRCUIT AND BATTERY UNIT THEY ARE FED FROM. PROVIDE LAMACOID LABELS ON ALL REMOTE HEADS/UNITS STATING THE BATTERY UNIT THEY ARE FED FROM. ALL LABELS SHALL BE VISIBLE FROM FLOOR LEVEL.
4. EMERGENCY HEADS & EXIT SIGNS SHALL BE LOCATED CLEAR OF OBSTRUCTION AND PROVIDE OPTIMUM ILLUMINATION OF EGRESS ROUTE AND VISIBILITY FROM FLOOR AREA BEING SERVED. ADJUST AS REQUIRED TO MEET STATED CRITERIA DUE TO SITE CONDITIONS.
5. WHERE POSSIBLE IN LIEU OF SURFACE MOUNT RACEWAY FOR EXIST SIGNS, REMOTE HEADS & BATTERY UNITS ON BLOCK WORK BELOW T-BAR CEILING, FISH THE BLOCK USING FLEXIBLE APPROVED CABLE TO CONCEAL THE WIRING IN THE BLOCK WORK.
6. THE CONTRACTOR SHALL REPAIR ALL CEILINGS WHERE THE CEILINGS ARE IMPACTED BY THE NEW WORK; PATCH AND PAINT TO MATCH THE SURROUNDING SURFACES; REPLACE ANY DAMAGED CEILING TILES WHERE REQUIRED.

**EXISTING SITE INVESTIGATION:**

PRIOR TO COMMENCING ANY NEW INSTALLATION WORK ON SITE, THE CONTRACTOR IS RESPONSIBLE FOR TRACING AND VERIFYING ALL LIGHTING CIRCUITS THROUGHOUT THE ENTIRE SCHOOL. VERIFY THE PANEL AND CIRCUIT(S) SERVING EACH ROOM AND AREA IN THE SCHOOL. PROVIDE A MARKUP OF THE DRAWINGS DENOTING THIS INFORMATION TO THE CONSULTANT FOR REVIEW AND FURTHER INSTRUCTION PRIOR TO COMMENCING ANY WORK.

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1 BASEMENT - NEW EMERGENCY LIGHTING PLAN  
E6 SCALE: 1:125

2 FIRST FLOOR - NEW EMERGENCY LIGHTING PLAN  
E6 SCALE: 1:125

NOTES

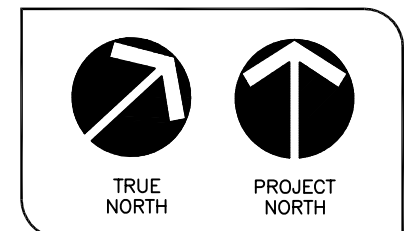
REVISIONS

No	DATE	ISSUED FOR
1.	FEB. 3/24	100% REVIEW
2.	APR. 22/24	PERMIT & TENDER



ELECTRICAL CONSULTANT:  
**SURI & ASSOCIATES LTD.**  
ENGINEERING CONSULTANTS  
ELECTRICAL  
MECHANICAL  
PLUMBING  
LIGHTING  
COMMUNICATION  
SECURITY

251 LAKESHORE ROAD WEST  
PO BOX 58222  
MISSISSAUGA, ONTARIO  
L4X 1L7  
T: (905) 290-7861



SCHOOL

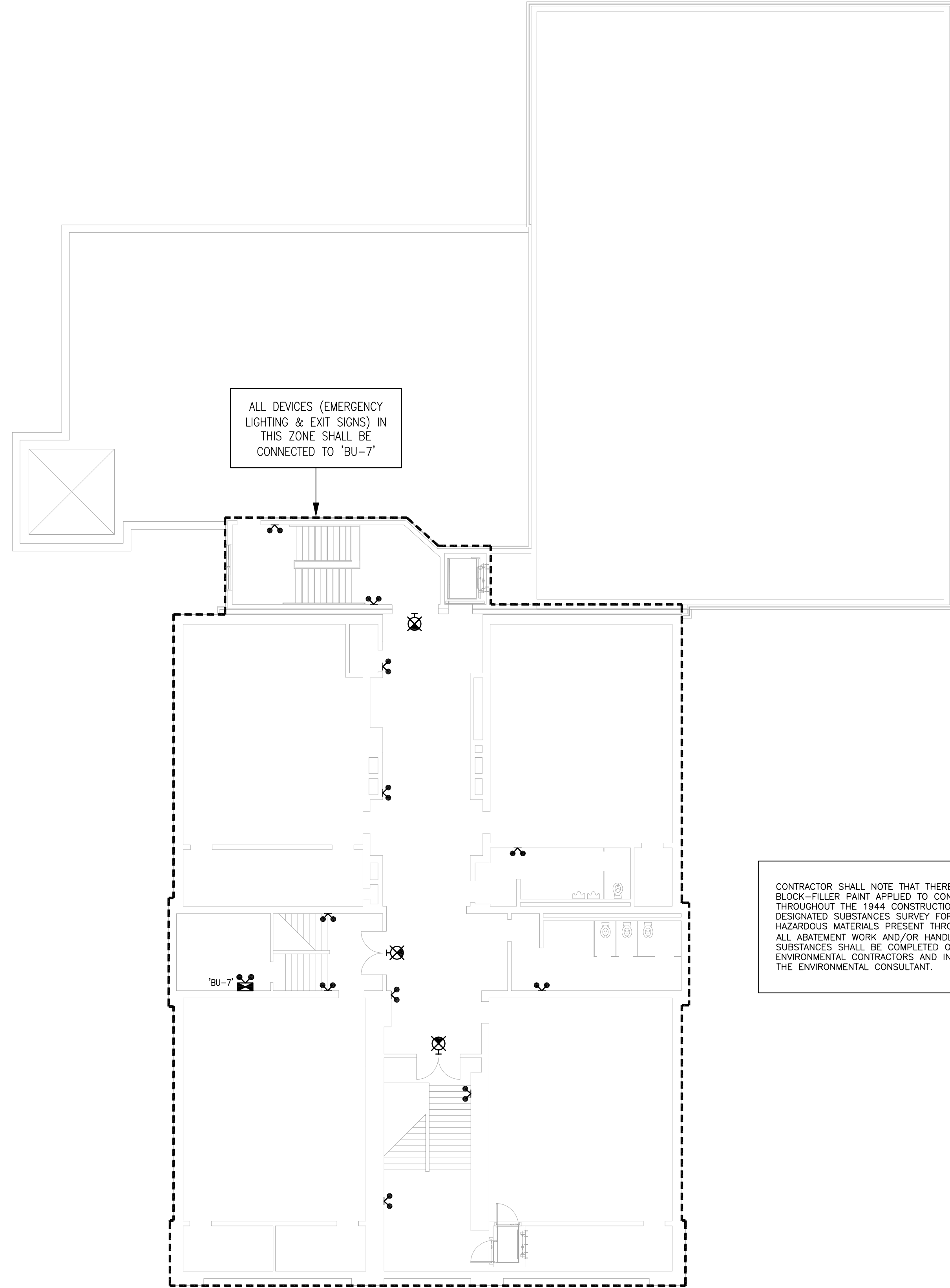
**LAKESHORE PUBLIC SCHOOL**

LOCATION  
2243 LAKESHORE ROAD  
BURLINGTON, ONTARIO

LAST UPDATED	JAN. 2026
PREVIOUS UPDATE	
GRADES	---
SCALE	AS SHOWN
DRAWN	RS/SS
PROJECT LAST UPDATED	---
YEAR BUILT	---
AREA SQ. FT.	----
CAD FILE NAME	----

SHEET TITLE  
BASEMENT & FIRST FLOOR - NEW EMERGENCY LIGHTING PLAN

PROJECT NAME	
DIVISION	NUMBER
	E6



- DRAWING NOTES:**
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  5. WHERE POSSIBLE IN LIEU OF SURFACE MOUNT RACEWAY FOR EXIST SIGNS, REMOTE HEADS & BATTERY UNITS ON BLOCK WORK BELOW T-BAR CEILING, FISH THE BLOCK USING FLEXIBLE APPROVED CABLE TO CONCEAL THE WIRING IN THE BLOCK WORK.
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**EXISTING SITE INVESTIGATION:**  
 PRIOR TO COMMENCING ANY NEW INSTALLATION WORK ON SITE, THE CONTRACTOR IS RESPONSIBLE FOR TRACING AND VERIFYING ALL LIGHTING CIRCUITS THROUGHOUT THE ENTIRE SCHOOL. VERIFY THE PANEL AND CIRCUIT(S) SERVING EACH ROOM AND AREA IN THE SCHOOL. PROVIDE A MARKUP OF THE DRAWINGS DENOTING THIS INFORMATION TO THE CONSULTANT FOR REVIEW AND FURTHER INSTRUCTION PRIOR TO COMMENCING ANY WORK.

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NOTES

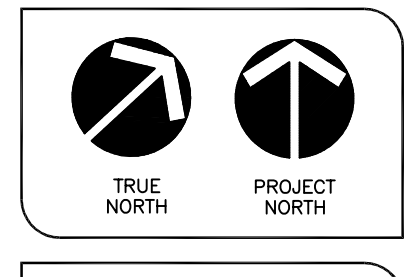
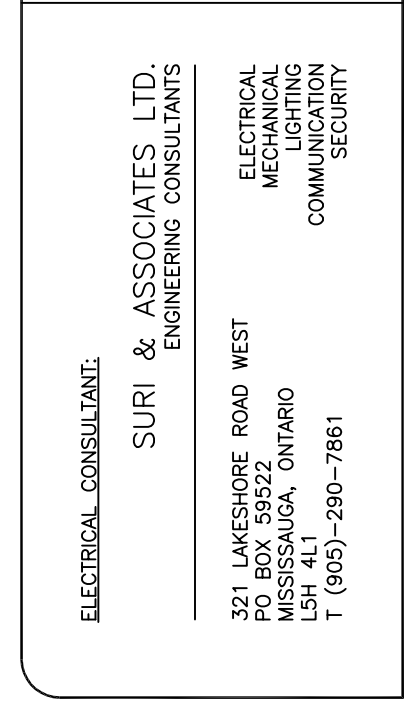
REVISIONS

No	DATE	ISSUED FOR
1.	FEB. 3/26	100% REVIEW
2.	APR. 22/26	PERMIT & TENDER

PROFESSIONAL ENGINEER  
 SURI & ASSOCIATES LTD.  
 APR. 22/26  
 REG. NO. 12345  
 PROFESSIONAL ENGINEER  
 ELECTRICIAN

ELECTRICAL CONSULTANT:  
 SURI & ASSOCIATES LTD.  
 ENGINEERING CONSULTANTS  
 ELECTRICAL  
 MECHANICAL  
 LIGHTING  
 COMMUNICATION  
 SECURITY

251 LAKESHORE ROAD WEST  
 BOX 18422  
 MISSISSAUGA, ONTARIO  
 L4X 1L3  
 T: (905) 290-7861



**LAKESHORE PUBLIC SCHOOL**

LOCATION  
 2243 LAKESHORE ROAD  
 BURLINGTON, ONTARIO

LAST UPDATED	JAN. 2026
PREVIOUS UPDATE	---
GRADES	---
SCALE	AS SHOWN
DRAWN	RS/SS
PROJECT LAST UPDATED	---
YEAR BUILT	---
AREA SQ. FT.	----
CAD FILE NAME	----

SHEET TITLE  
**SECOND FLOOR —  
 NEW EMERGENCY  
 LIGHTING PLAN**

PROJECT NAME  
 \_\_\_\_\_

DIVISION  
 \_\_\_\_\_

NUMBER  
**E7**

ELECTRICAL SPECIFICATIONS

**LAKESHORE PUBLIC SCHOOL**  
2243 LAKESHORE ROAD, BURLINGTON, ONTARIO. L7R 1B1

**LED LIGHTING RETROFIT & EMERGENCY LIGHTING  
REPLACEMENT**

**SURI & ASSOCIATES LTD.**  
SAL Project No.: 25-257  
Date: January 2026

**ISSUED FOR 100% REVIEW**  
**FEBRUARY 3, 2026**

**CONTENT**

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>
16010	Electrical General Requirements
16050	Basic Materials and Methods
16500	Lighting Systems
16510	Emergency Lighting Systems

**END OF SECTION**

***Project Scope of Work:***

This project involves the following:

1. Replacement of existing normal lighting fixtures with new LED Fixtures throughout the School.
2. Addition of lighting controls (occupancy sensors) throughout the School.
3. Upgrade of the existing emergency lighting system with new, including new battery units, remote heads and exit signs.

**PART 1      GENERAL**

**1.1      REFERENCES**

- .1      Division 1, General Requirements, is a part of this Section and shall apply as if repeated here.

**1.2      APPLICATION**

- .1      This section applies to and is a part of all Sections of Division 16.

**1.3      WORK INCLUDED**

- .1      Sections of these Electrical Specifications are not intended to delegate functions nor work and supply to any specific trade and the work shall include all labour, materials, equipment and tools required for a complete and working installation as described.

**1.4      INTENT**

- .1      Mention herein or indication on drawings of articles, materials, operations or methods requires: supply of each item mentioned or indicated, of quality, or subject to qualifications noted; installation according to conditions stated and; performance of each operation prescribed with furnishing of necessary labour, equipment and incidentals for Electrical Trade, Division 16.
- .2      Supplementary to definitions established are: 'Supply' shall mean furnishing to site in location required or directed complete with accessory parts. 'Install' shall mean set in place and secured or affixed to building structure as noted or directed. 'Provide' shall mean supply and install as each is described.
- .3      Where used, wordings such as "approved, to approval, as directed, permitted, permission, accepted, acceptance", shall mean: approved, directed, permitted, and accepted, by authorized representative of the Owner.
- .4      Equipment and installation provided under this Division shall conform to applicable standards and regulations of the following organizations:

Canadian Standards Association (CSA)  
Underwriter's Laboratories of Canada (ULC)  
Ontario Electrical Safety Code (OESC)

Electrical Safety Authority (ESA)  
Ontario Building Code (OBC)

## **1.5 WORKMANSHIP**

- .1 Workmanship and method of installation shall conform to best standards and practice. Where required by local or other By-Laws and Regulations, tradesmen shall be licensed in their trade.

## **1.6 TEMPORARY & TRIAL USAGE**

- .1 Temporary or trial usage of any equipment or materials shall not be construed as evidence of acceptance of same and no claim for damage shall be made for injury to or breaking of any part of such work which may be so used.

## **1.7 BY-LAWS & REGULATIONS**

- .1 Work shall conform to the latest rules, regulations and definitions of the Canadian Electrical Code and applicable Municipal and Provincial Codes and Regulations, and with requirements of other authorities having jurisdiction in the area where work is to be performed. Minor changes required by an authority having jurisdiction shall be carried out without change to the Contract amount. Standards established by drawings and specifications shall not be reduced by applicable codes or regulations.

## **1.8 PERMITS & FEES**

- .1 File Contract Drawings with proper authorities and obtain their approval of installation and permits for same before proceeding with work. Prepare and submit necessary detailed shop drawings as required by Authorities.
- .2 Pay all fees in connection with examination of drawings, permits, inspections and final certificate of approval.

## **1.9 CERTIFICATES**

- .1 Finish necessary certificates as evidence that work installed conforms to laws and regulations of authorities having jurisdiction.

## **1.10 GUARANTEE-WARRANTY**

- .1 Guarantee and warranty requirements of the Contract shall apply except for incandescent lamps which shall be guaranteed for a period of ninety days after acceptance by the Owners.

## **1.11 SPECIFICATIONS, DRAWINGS, AND JOB CONDITIONS**

- .1 Electrical Drawings do not show structural and related details. Take information involving accurate measurement of building from building drawings, or at building. Make, without

additional charge, any necessary changes or additions to electrical work or equipment locations to accommodate structural conditions. Equipment locations may be altered by Engineer without extra charge provided change is made before installation and does not necessitate major additional material.

- .2 Examine site and local conditions. Examine carefully all drawings and complete specifications to ensure that work can be satisfactorily carried out as shown. Before commencing work, examine the work of other Sections and report at once any defect or interference affecting the work, its completion or warranty. No allowance will be made later for any expense incurred through failure to make these examinations or to report any such discrepancies in writing.
- .3 Relocate equipment and/or material installed but not coordinated with work of other Sections as directed, without extra charge.
- .4 Furnish "built-in" items in ample time and give necessary information and assistance in connection with building-in of same. Notify Section concerned in writing of size and location of recesses, openings and chases at least 48 hours before walls are erected, floors poured and similar work.

#### **1.12 TENDER & SUBSTITUTIONS**

- .1 Tender shall be submitted based on specified manufacturer or "approved manufacturers" and equipment only.
- .2 Substitutions for materials may be proposed by submitting details with Supplementary Tender Form together with price difference to Stipulated Sum Tender amount under the following conditions:
  1. Product name shall be stated together with price difference, if any, to stipulated sum for each substitution proposed.
  2. Material or equipment substituted shall not exceed space requirements allocated. Extra charges will not be allowed for any additional installation cost resulting from acceptance of proposed substitutions.
  3. If an item of material specified is unobtainable or unavailable to meet proposed completion, state in tender the proposed substitute and amount to be added or deducted for its use. Extra charges will not be allowed for substitutions after the Contract has been awarded.

#### **1.13 INTERFERENCE DRAWINGS**

- .1 Prepare and submit composite interference drawings if required to avoid and/or resolve conflict of trades and to co-ordinate work of Electrical Division with all other trades.
- .2 Interference drawings shall indicate exact arrangements, of all areas and equipment to scale with dimensions.

- .3 Co-operate with work of Division 15 and provide data requested and as required in the preparation of interference drawings for the work of Division 15.
- .4 Make interference drawings in conjunction with all parties and trades concerned showing sleeves and openings and passage of electrical work through building structure. Drawings shall also show inserts, special hangers and other features to indicate routing through confined spaces, installation of equipment in such areas.
- .5 Provide detail drawings, fully dimensioned, of equipment in Boiler and Mechanical Equipment Rooms, Electrical Rooms, Fan Rooms, etc. Base equipment drawings on approved Shop Drawings and include, but do not necessarily limit to, details pertaining to access, clearances, sleeves, connections, etc.
- .6 Provide detailed drawings of pulling pits, equipment bases, anchors, floor and roof curbs, etc., pertaining to Electrical work.

#### **1.14 SHOP DRAWING MATERIAL & LISTS**

- .1 Prepare and submit shop drawings and lists of materials for review in accordance with Architectural Sections. Make submittals of more than two pages in booklet form. Individual and loose drawings will not be accepted for review.
- .2 Prior to equipment fabrication, delivery or installation, submit complete lists of materials proposed, indicating manufacturer, catalogue numbers and complete performance data.
- .3 Review of Shop Drawings by Consultant is for sole purpose of ascertaining conformance with general design concept. This review shall not mean that Architect and/or Engineer approves detail design inherent in Shop Drawings, responsibility for which shall remain with Contractor and such review shall not relieve Contractor of his responsibility for meeting all requirements of Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for co-ordination of work with all trades.
- .4 Shop drawings transmitted via facsimile (fax) machines, or copies of same, will not be accepted for review.

#### **1.15 RECORD DOCUMENTS**

- .1 Conform to General Requirements. Maintain at least 2 sets of documents and clearly mark on same as job progresses, changes and deviations from work shown so that on completion Owner will have records of exact location of ducts and equipment and record of material and equipment changes.
- .2 Record all homerun conduits, junction boxes for complete lighting, power and systems on As-Built Drawings.

- .3 Contractor shall obtain clean set of prints from Consultant at start of Contract Work and shall keep these prints up-to-date at jobsite, accurately recording all changes made on project and locating all services, equipment, etc. which may have been shown only diagrammatically on Contract Documents.
- .4 Contractor shall ensure that as-built information is accurately recorded and shall check same. As-Built drawings shall be reviewed with Consultant at each jobsite meeting.
- .5 Upon completion of Contract Work, prior to Substantial Performance inspection and after final review with Consultants, Contractor shall neatly transfer recorded information and make final As-Built submission to Consultant in the following form:
  - One (1) set of clean, legible prints.
  - Updated AutoCAD 2017 drawings.
- .6 Consultants shall be responsible for reviewing As-Built information provided by Contractor. Revise drawings to suit any comments until acceptable for submission to owner.

#### **1.16 JOB SITE WORK SHOP AND STORAGE**

- .1 Supply job site office, workshop, tools, scaffolds and material storage as required to complete the work of this Division. Location of temporary buildings, use of space on site or within building shall be to later direction.

#### **1.17 PROTECTION**

- .1 Securely plug or cap open ends of electrical raceways or equipment to prevent entry of dirt, dust, debris, water, snow or ice. Clean all equipment inside and outside before testing.
- .2 Equipment stored on site shall be protected from weather and kept dry and clean at all times. Take care to avoid corrosion of metal parts.
- .3 Protect work installed from damage. Secure all unfinished or loose work to prevent movement.

#### **1.18 INSTRUCTIONS TO OPERATOR**

- .1 Instruct Building Operators in repair, maintenance and operation of Electrical Systems and associated equipment.
- .2 Supply three (3) full Operation and Maintenance Instructions each in stiff cover, three-ring binder suitably indexed, separated and labeled. Operate each item of equipment in presence of Operators to ensure understanding of working parts and function of each item of equipment. Supply one complete set of "Reviewed" Shop Drawings in separate hard cover binder suitably separated and labelled for Owner's use.

- .3 Operation and maintenance manuals shall be carefully prepared in co-operation with equipment manufacturers and include miscellaneous parts necessary for proper, efficient operation of all equipment.
- .4 Manuals shall also include spare parts list for each type of equipment, component, control and device installed together with manufacturer's name and address so such items can be suitably identified and purchased. Include list of recommended spares.

#### **1.19 CLEANING, LUBRICATION AND ADJUSTMENT**

- .1 Immediately prior to completion of work:
  1. Remove all dust, dirt and other foreign matter from internal surfaces of enclosed electrical apparatus and equipment.
  2. Remove all temporary protective coverings and coatings, temporary labels.
  3. Clean, repair, lubricate and adjust all mechanism and moveable parts of apparatus and equipment leaving it in new condition and operating properly.
  4. Balance demand loads for service and distribution feeders within 5 percent upon completion of work and after the building is in full operation.

#### **1.20 INSPECTION & TESTING**

- .1 Systems, equipment, and all major items of material shall be tested to the satisfaction of the Architect, and as required to establish compliance with plans and specifications, and with the requirements for the Supply and Inspection Authorities.
- .2 Faulty and defective equipment shall be replaced with new materials. Conductors which are found to be shorted or grounded, or to have less than proper insulation resistance, shall be replaced with new conductors.
- .3 Tests shall include but are not limited to the following:
  1. Test of secondary voltage cables shall include megger tests to establish proper insulation resistance, and phase-to-ground resistance of cables.
  2. Proper functioning of all systems.
  3. Polarity tests - to establish proper polarity connections to all sockets and receptacles.
  4. Test of system neutral to establish proper insulation resistance and isolation of neutral from ground except for required ground connection at Service.

### **1.21 CERTIFICATE OF TESTS**

- .1 When work is complete submit three copies of test results and a signed statement listing all tests that have been performed as required by specifications and manufacturer's instructions.

### **1.22 COMPLETION**

- .1 Provide receipts from designated representative of Owner for portable and loose materials (e.g. spare fuses, fixture re-lamping equipment and the like).
- .2 Provide copy of final inspection certificate from Electrical Inspection Authority and fire alarm verification report.
- .3 Provide manufacturers corrected "as built" shop drawings for all major electrical items and systems, including all shop drawings returned for modifications.

### **1.23 ALTERATIONS TO EXISTING BUILDING**

- .1 Note that certain alterations and structural changes are to be made to existing building. Architectural drawings and site are to be examined to determine extent of alterations affecting existing electrical systems. Where existing conduits and wires run through areas to be altered, to feed other parts of existing building, they shall be re-routed and reconnected to maintain their original function. Drawings do not necessarily indicate outlets, switches, receptacles, and the like, and other electrical equipment which are required to be relocated or abandoned. Provide decorative blank cover plates for obsolete outlet boxes remaining.
- .2 Electrical services and auxiliary services (fire alarm, P.A. intercom, and the like) shall be maintained continuously without interruption. Interruptions to services shall be confined to periods of time to be designated by Architect, and/or Owner's designated representative. Include in tender for temporary connections, overtime labour charges, and such related allowances in order to conform to these conditions.
- .3 The Electrical Contractor is responsible for removal, reinstallation, cutting and patching of ceiling and walls as required in the existing building.
- .4 Cutting directly related to electrical work, regardless of whether such work occurs in new or existing construction, shall be coordinated and paid for by Electrical Sub-Contractor involved, under supervision of Contractor.
- .5 Where existing electrical items or systems are demolished and removed from existing construction assemblies, Electrical Sub-Contractor involved shall be responsible for infilling entire hole left after removal of item or system with new construction assembly to match existing. Where new electrical items or systems are installed through existing construction assemblies, Electrical Sub-Contractor involved shall be responsible for properly sized and accurate cutting of existing construction assembly to allow installation of new work.

#### **1.24 PROJECT SPECIFIC NOTES**

- .1 Obtain all approvals from public authorities having jurisdiction prior to commencing any work. Include, in the tender price, for all ESA permit and inspection fees. Arrange for and attend all inspections required as per requirements of the electrical safety authority and the building department.
- .2 The Electrical Contractor shall furnish all labour, material, tools, equipment, etc. required to complete all work shown on the drawings and as specified in the contract documents. The work shall be performed in accordance with rules and regulations of all authorities having legal jurisdiction over the work. This Contractor shall provide any small items of work not specifically called for but required to complete the intended installation and/or required to achieve the desired intent or functional utility.
- .3 Perform all work in full accordance with the Ontario Building Code, Ontario Electrical Safety Code, HDSB standards and good practices and the requirements of all other authorities having jurisdiction. All work performed by this division shall be done in accordance with all manufacturer's recommendations. Obtain all available manufacturer's recommendations and comply.
- .4 All cutting, patching, coring, scanning, xraying, making good and fire stopping required for the work of this division shall be carried out by this division. The electrical Contractor is responsible for and shall pay for any and all damage to the building and/or surrounding area incurred by work of this division.
- .5 Review the Designated Substances Survey provided by the Board in detail prior to commencing any work.
- .6 The Electrical Contractor must review and submit shop drawings for the proposed lighting to the Electrical Consultant prior to ordering. Order only upon receipt of approval. Order, supply and install as per all comments.
- .7 All materials used throughout shall be new, of best quality, C.S.A. approved, and of one manufacturer. Wherever trade names are not used to describe materials, these materials shall be of the best available quality. Obtain and pay for special ESA inspections of specified non-C.S.A. electrical equipment.
- .8 Provide all wiring, raceways, electrical boxes, and such components as required for a complete and operational installation.
- .9 All conduit shall be rigid steel or EMT with gland watertight connectors and compression type couplings (cast fittings/set screws not acceptable) to be forced steel, unless otherwise noted. Conduit connectors shall be provided with factory-installed insulated throats. Exposed raceways in finished areas shall be wiremold channels installed neatly in appearance, run parallel to building lines, and concentric right angle bends only shall be used. Exterior exposed conduit shall be rigid galvanized steel. Supply and install access doors as necessary due to the proposed work. All access panel ratings shall match that of the surface in which it is being installed.

- .10 All wiring shall be of minimum #12 gauge copper, except as otherwise noted. All wiring shall be 600 Volt type RW90. All wiring shall be run in conduit from the source to the load. BX cable may be used where permitted by code in ceiling space for final connections only and for a maximum length of 5'. Maximum voltage drop shall not exceed 2 percent.
- .11 Coordinate with all other trades present on site throughout the full course of construction. Lay out of all work so as not to conflict with the work of other trades. Carry out work promptly which may interfere with the work and/or schedule of any other trades.
- .12 After completion of the work, provide the consultant with a set of 'as-built' record drawings in PDF and CAD format prior to submission to the owner. Incorporate all changes in the pdf drawings.
- .13 Alterations and additions: Contractors shall note that this contract is an alteration to an existing building and as such the Contractor shall thoroughly investigate the existing electrical installation and electrical, mechanical, structural, and architectural conditions prior to pricing and construction.
- .14 Demolition: remove all exposed conduits, branch wiring, outlets, etc. from surfaces being demolished.
- .15 Cleanup and garbage: the Contractor is responsible for maintaining as clean of a work area as possible during construction. The Contractor is responsible to clean-up and remove tools from the site at the end of every working day. Disposal of all redundant materials, devices, and equipment is the responsibility of the Contractor on a daily basis.
- .16 All work shall be done with minimum possible interruption to the existing building systems and in the time schedule permitted by the school board. Consult with the Project Manager prior to pricing. Complete the project within the allocated schedule.
- .17 Paint all exposed conduit and backboxes, inside and outside of the building, to match the surrounding colour. Minimize exterior conduit run where feasible.
- .18 All backboxes installed indoors shall be wiremold or approved equal. All backboxes installed outside shall be of cast aluminum finish.
- .19 For all panels where new circuits are added, provide a new typed panel directory based on the new loads. Incorporate all existing circuit information from the existing panel directory on site in the new panel directory.

## **1.25 CLOSEOUT DOCUMENTS**

- .1 Coordinate with the General Contractor to submit a comprehensive Closeout Document Package stating incorporating documents from all trades in one consolidated package. Closeout Documents shall consist of one (1) 3-ring binder hard copy and 3 USBs/CDs. The Electrical Section of the Closeout Documents shall consist of the following:
  - (a) Electrical Contractor Warranty Letter, signed and dated. Warranty shall be for a period of twelve (12) months starting on the Date of Substantial Completion.

- (b) ESA Inspection & 'Final' Certificates.
- (c) Operations & Maintenance Manuals for all new Devices/Equipment
- (d) Red-Line As-Builts (completed by the Electrical Contractor).
- (e) CAD As-Builts (completed by the Electrical Contractor).

**END OF SECTION**

**PART 1**      **GENERAL**

**1.1**      **REFERENCES**

- .1      Conform to Section 16010 - Electrical General Requirements.

**1.2**      **MATERIALS**

- .1      Materials shall be new, of Canadian manufacture where available, first quality and uniform throughout. Submit tender based on the use of materials and equipment specified, or on the listed acceptable alternate equipment as further detailed.
- .2      Electrical materials shall be C.S.A. approved and be so labeled. Material not C.S.A. approved shall receive acceptance for installation by Electrical Safety Authority (ESA) Special Inspections Branch before delivery, and modifications and charges required for such acceptance shall be included in work of this Section. Material shall not be installed or connected to the source of electrical power until approval is obtained.
- .3      Confirm capacity, ratings and characteristics of equipment items being provided to supply power to equipment provided under other Sections of the work. Resolve discrepancies before such items are purchased.

**1.3**      **MATERIAL ACCEPTANCE**

- .1      Acceptance of materials installed presumes that materials have not been damaged or exposed to conditions that would adversely affect performance and life expectancy.
- .2      If in the opinion of the Consultant, materials have sustained damage, or have been exposed to abnormal conditions it shall be the responsibility of the Contractor to have such tests performed as deemed necessary by the Consultant to establish condition and therefore, acceptability of installed materials.

**PART 2**      **PRODUCTS**

**2.1**      **RACEWAYS**

- .1      Rigid galvanized steel conduit shall comply with CSA Specification C22.2 No. 45.
- .2      Electrical metallic tubing (EMT) shall comply with CSA Specification C22.2 No. 83. Connectors and couplings to be forged steel and rain tight in sprinklered areas. Connectors to have factory-installed insulated throats.
- .3      Rigid PVC conduit shall comply with CSA Specification C22.2 No. 136.
- .4      Watertight flexible conduit: "Sealtite" PVC jacketed flexible steel with Hubbell-Kellum strain relief grips; shall comply with CSA Standard C22.2 No. 56.

- .5 Surface wall-mounted raceways shall be Wiremold No. 4000 metallic type complete with two channels and all necessary fittings, closers, device modules, etc. Wiremold or approved equal only.

## **2.2 WIRE & CABLE**

- .1 Branch wire and cable shall comprise copper conductors, sized as noted, rated 75 deg. C., 600 volt minimum flame retardant insulation, and CSA approved for application.
- .2 Wire and cable installed in conduit shall be PVC insulated Type TWH - Flame retardant and comply with CSA Specification C22.2 No. 75.
- .3 Use Electrovert "Z-Type" code markers for control & communication conductors.
- .4 All branch wiring shall be RW90.

## **2.3 DEVICES**

- .1 Wiring devices unless otherwise specified herein, or noted, shall be as manufactured by Hubbell, Leviton or Pass & Seymour.
- .2 Switches for 120 volt branch lighting circuits, generally shall be A.C. "Quiet Type" rated 20 Ampere, 120 Volt, totally enclosed phenolic housing Hubbell 1200 Series, beige toggle handle.
- .3 Double Pole lighting switches shall be connected to 2 pole circuit breakers.
- .4 Key-operated switches shall be Hubbell 1221-L Series of the types listed above, except key-operated, and shall be keyed-alike.
- .5 Standard 15 Ampere, 125 volt duplex receptacles generally shall be specification grade Hubbell Cat. No.5262, beige, CSA #5-15R.
- .6 Receptacles with integral ground fault interrupter shall be Hubbell No. GF-5252 or approved equal.
- .7 Service receptacle shall be Hubbell No. 5262-RD.

## **2.4 DEVICES-SPECIALIZED**

- .1 Flush floor boxes shall be Hubbell Cat. No. 3SFB-SSC 3-service box complete with devices shown on drawings.
- .2 Provide low-voltage lighting control, as detailed.

## **2.5 DEVICE COVER PLATES**

- .1 Switch and receptacle and other device faceplates for flush mounted devices, generally shall be single or multi-gang as required, type 301, stainless steel, #4 brushed finish with removable protective covering.
- .2 Weatherproof enclosures for outdoor receptacles shall be P & S 4600 with 4600-26 Mounting Plate, duplex ground fault receptacles and two #4609 Keys.
- .3 Cover plates for other devices such as flush fan controls, telephone, etc., shall be stainless steel to match above.

## **PART 3 EXECUTION**

### **3.1 EQUIPMENT LOCATIONS**

- .1 Approximate locations of electrical equipment, fixtures switches, outlets, and the like, are given on the drawings. Refer to the architectural drawings and room elevations for application. In absence of definite detail exact location of outlets shall be determined on site as work progresses.
- .2 Device plates shall cover opening left for outlet box, and plates shall be attached to boxes in an approved manner. Outlets and fixtures are to be located symmetrically, (i.e. centered in wall panels, ceiling panels or tiles, columns, between and above doors and the like).
- .3 The right is reserved to alter the location of equipment and outlets a distance of up to 3 metres without involving a change to the Contract amount, providing notice is given prior to installation.

### **3.2 MOUNTING HEIGHTS**

- .1 Mounting heights of outlets, top of outlet to finished floor, except for exposed masonry construction, shall generally be as follows:

Lighting/Exhaust Fan Switches - 1100 mm (to the center of the switch)  
Receptacles - 400 mm above finished floor  
Television Outlets - 400 mm  
Telephone Outlets - 400 mm  
Manual Fire Alarm Pull Stations - 1100 mm to the middle of the Pull Station.  
Panelboards - 2000 mm to top of trim for standard panels.  
Clocks - 2000 mm or 300 mm below ceiling.  
Thermostats - 1200 mm  
Fire Alarm Audible Temporal Pattern Horn/Strobes – 2300 mm

### **3.3 HOLES & DRILLING**

- .1 Pneumatic hammers and percussion drills are prohibited.

- .2 Where not sleeved, make holes through concrete walls and floors by core-drill only. Obtain Architect's approval before drilling.
- .3 Seal holes and sleeves through floors to serve as water dam.

### **3.4 CUTTING & PATCHING**

- .1 Layout and install work in advance of other Sections for all new work. Bear all costs resulting from failing to comply with this requirement.
- .2 Pay for cutting and patching and making good as required for work of this Division by reason of faulty or late work. Employ appropriate trades already engaged on the site to perform such cutting, patching and making good existing walls, floor, ceiling, etc. Before commencing, obtain Architect's approval for extent and nature of cutting. Make good, disturbed surfaces to the Architect's approval.

### **3.5 HANGERS & INSERTS**

- .1 Provide necessary hangers and inserts for work of this Division.
- .2 Fasten to cast-in place concrete by suitable drilled or cast-in inserts.
- .3 Fasten to structural steel using bolts or welded fasteners.
- .4 Do not use wood, chain, wire lashings, strap or grapples bar hangers except where noted or detailed.
- .5 Support fixtures independently of ceiling suspension systems. Provide additional supports as required, which shall be fastened to building structure steel members, joists, beams, etc., but not metal pan or roof decking. Material for additional supports and their installation shall comply with requirements of U.L.C. Refer to "List of Equipment and Materials" Vol. 2, and "Supplement" for application to rated assemblies.
- .6 Support outlet and junction boxes independently of the conduits running to them where required by electrical code and where deemed necessary by the Architect, use steel angle brackets or steel rods to support outlets and fixtures, to the building structure.
- .7 Drilled fastenings to concrete shall be self-drilling concrete anchors, Phillips 'Red-Head' or approved equal. The maximum weight per fastening shall not exceed 25% of manufacturer's 'pull-out' load data.
- .8 Surface mounted or stem suspended fixtures fastened to non-removable ceilings, 2 hr. fire rated ceiling assemblies, or mounted between metal suspension of exposed T-grid ceilings, shall be provided with minimum of two points of attachment for each 300 mm x 1200 mm (1' x 4') luminaire, using metal 'channel-bar' fastened to building structure. Attach luminaires to 'channel-bar' by means of threaded steel rods. Channel-bar shall be adequately supported and of a construction to prevent deflection under load, as selected

from manufacturer's published data, and to Architect's approval. 'Channel-bar' shall be Unistrut, Burndy, Flexibar, Cantrough, or Canadian Strut Products or approved equal.

- .9 Use support clips (e.g. Caddy Type IDS) for suspension of fixtures attached to exposed T-grid ceilings. Clips shall be supported directly from building structure and not from suspended ceiling system.
- .10 Provide recessed fluorescent fixtures with support frames, and plastering frames where applicable.
- .11 Chain where permitted and specified for the installation of fluorescent lighting fixtures shall be No. 4, 2 mm (.080") Tenso Pattern coil steel chain, plated with a strength of 82 kg (180 lbs.) as manufactured by Dominion Chain Co. Ltd. or approved equal. Where 'S' hooks are used with chain, they shall be No. 6 type with open strength of 82 kg (180 lbs.) minimum. Attachment of chain at both ends of support shall develop full strength of chain.
- .12 Support outlet boxes, junction boxes, conduit and the like, mounted on exposed steel deck roofing by means of self-tapping minimum #10 gauge screws, secured through bottom member of deck corrugation. Do not pierce top of steel deck.

### **3.6 PAINTING**

- .1 Hangers, support framing and all equipment fabricated from ferrous metals which are not protected with zinc or other suitable corrosion-resistant finish shall have at least one coat of a corrosion-resistant paint applied before shipment or immediately on arrival at the site.
- .2 After installation, touch up all scratches, chips, other damage and defects in paint, using zinc chromate primer or paint or special enamels as necessary to match the original.
- .3 Finish and colour of all equipment shall be coordinated to provide uniform appearance.
- .4 Painting of conduits and supports and other exposed surface work will be done under Painting Section except as noted. Install materials in time to be painted together with mounting surfaces.
- .5 Do not paint over nameplates.
- .6 Refer to other Sections for special paint finishes of equipment.

### **3.7 NAMEPLATES & SCHEDULES**

- .1 Identify electrical equipment supplied under this Division with 3 mm thick black laminated plastic nameplate to indicate equipment controlled to provide instruction or warning. Fasten each plate with two chrome plated screws. Lettering shall be 6 mm high for small devices such as control stations and at least 13 mm high for all other equipment. Submit a list of proposed nameplates for approval before manufacture.

- .2 Provide panelboards with typewritten schedules identifying outlets and equipment controlled by each branch circuit including existing panels being changed. Protect schedules with non-flammable clear plastic.
- .3 Identify junction boxes, pull boxes, cover plates, conduits and the like, provided for future extension, indicating their function (e.g. power, fire alarm, communication).
- .4 Verify room names and numbers prior to listing on nameplates and schedules.

### **3.8 BRANCH CIRCUIT WIRING & FEEDER CABLES**

- .1 Provide branch circuit wiring, conduits and feeders as required for Lighting, Power and Auxiliary Systems. Separate conduit systems shall be provided for feeder, lighting and power systems, for exit light system and auxiliary communication systems.

### **3.9 CONDUIT, RACEWAYS AND WIREWAYS**

- .1 Wire and cable shall be installed in conduit as follows:  
  
Rigid galvanized steel conduit with threaded IPS fittings to be used:
  1. Where noted and required by regulations.
  2. Where subject to mechanical damage.
  3. For all exposed conduit work.
- .2 Conduit embedded in concrete or buried below grade floors shall be CSA approved rigid PVC type.
- .3 Electrical metallic tubing (EMT) may be used in place of rigid conduit in dry locations subject to governing regulations, embedded in masonry walls, and concealed above suspended ceilings. Connectors shall be provided with factory-installed insulated throats.
- .4 Use flexible metallic conduit for connections to chain suspended and recessed fixture drops, motors and similar equipment to prevent transmission of vibration. A code-gauge green grounding conductor shall be provided for all such connections. Use "Sealtite" conduit with Hubbell-Kellum Sealtite conduit strain relief grips for all such connections at motors.
- .5 Fasten every conduit and cable to structure by means of approved conduit clamps or clips. Wire lashing is not acceptable.
- .6 Conceal conduits and wiring except where noted. Run exposed conduits parallel to building lines and to other conduits. Provide every empty conduit with a pull rope (3 mm polypropylene rope) and identify to designate its function (Power, Telephone, Fire Alarm and the like).
- .7 Where conduit is installed in concrete slabs, obtain general approval, prior to commencing the work, on both maximum dimension and cross-overs which may be used therein.

- .8 Install conduits in such a manner as to conserve head room and interfere as little as possible with free use of space through which they pass. Obtain approval for routing of same. Keep conduits at least 150 mm clear high temperature work.
- .9 Conduits installed at the roof level of exposed structures, shall be run tight to roof deck, above purlins and beams.
- .10 Conduit and cables for electrical work in demountable type and drywall type partitions shall enter from above, from a junction box concealed in the ceiling above and shall comprise a flexible conduit connection.
- .11 All branch wiring shall be provided with a separate code gauge supplementary grounding conductor run in each conduit or duct, terminating at ground block at panelboards.
- .12 Run conduit exposed in mechanical equipment rooms, electrical rooms, fan rooms, and the like, and installed after mechanical and other equipment is completed. Install fixtures, outlets, starters, etc., to clear and to suit application.
- .13 Wiring, boxes, conduit fittings, etc., in hazardous areas shall conform to the Ontario Electrical Code, covering explosion-proof areas. Provide conduit seals where required by these regulations.
- .14 Provide housekeeping curbs around exposed conduits feeding panels, disconnect switches, starters, etc. penetrating floors in front of walls.

### **3.10 WIRE & CABLE**

- .1 Wire and cable shall not be installed at temperatures below 20°C unless "minus 40" type is used. Wiring to heating equipment shall be rated 90°C minimum, the ampacity of which shall be limited to 75°C value.
- .2 Conductors used for all auxiliary systems (e.g. Fire Alarm) shall be tagged and/or colour-coded, and where applicable shall agree with manufacturer's wiring diagrams.
- .3 Minimum wire size for power wiring shall be No. 12 AWG gauge unless specified otherwise. Minimum wire size for "Common" neutral conductors shall be No. 10 AWG. Control wiring shall be #14 AWG red insulation. Maximum voltage drop between furthest outlet of any circuit, when fully energized, and panel to which it is connected shall not exceed two percent except for electric heating circuits which shall not exceed one percent.
- .4 Cables shall be terminated with moisture-proof connectors, clamped to sheet metal enclosure by a single non-ferrous locknut and grounding bushing.
- .5 Sheaths of multi-conductor cables shall be grounded at both cable ends.
- .6 Sheaths of single conductor cables shall be grounded at supply end only. Provide a Code Gauge Grounding Conductor with each feeder cable run.

- .7 Numbers of wires indicated for lighting and power, motor and motor control, alarm, signal, communications, and auxiliary systems is intended to show general scheme only. The required number and types of wires shall be installed in accordance with equipment manufacturer's diagrams and requirements, and with requirements of the installation, except that specification standards shall not be reduced.
- .8 Solderless connectors with nylon-jacketed "Vibration-proof" screw-on wire connectors ideal "Wing Nuts", rated 600 volts shall be used for joints in Branch Wiring.
- .9 Use compression joints and terminals for all control wiring; and all conductors #4 AWG and larger. Mechanical connections are acceptable at panelboards and circuit breakers where these are part of factory-assembly.
- .10 Wire or cables in feeders, sub-feeders and branch circuits shall be colour-coded in accordance with Ontario Electrical Safety Code. Each end of feeder terminations (e.g. in Switchboard, Panelboards, switches, splitters and the like) Code Phase A - Red, Phase B - Black, Phase C - Blue, Neutral – White.
- .11 Use C.G.E. Vulcan X-Link insulated cables for circuits protected by ground fault circuit interrupters.
- .12 Include in each conduit, tubing and raceway, a code gauge green supplementary grounding conductor which shall be connected to suitable ground bus in equipment.
- .13 Armoured or sheathed cables may be used only for wiring within demountable and dry wall type partitions and if additionally specified or detailed; however it shall not be directly buried in or below concrete slabs. Once out of the wall, the run shall not exceed 5'-0". All wiring after transition shall be run in conduits c/w junction boxes. No exposed run of BX cables in finished or unfinished areas will be acceptable.

### **3.11 OUTLET, JUNCTION, & PULL BOXES**

- .1 Use suitable electrical boxes for terminations and junctions on conduit work. Install pull boxes where necessary to permit installation of conductors. Support pull boxes, outlet boxes, panels and other cabinets independently of conduit.
- .2 Provide each light switch, wall receptacle and other device with an outlet box of suitable dimensions and a faceplate. Outlet boxes shall be adapted to their respective locations.
- .3 "Thruwall" and "Utility" type boxes shall not be used.
- .4 Electrical boxes and panels shall be CSA approved, code-gauge sheet metal, galvanized or with suitable protective treatment. Secure covers with screws or bolts.
- .5 Outlet boxes shall not be installed "Back-to-Back" in walls; separate by a minimum of 150 mm.

- .6 Use "Masonry Type" outlet boxes for flush installation in masonry walls as detailed on standard Detail Drawings attached hereto. Standard sectional boxes, 1004, 1104 and the like, shall not be used.
- .7 Install surface mounted devices, in cast conduit fittings, with threaded hubs and suitable stainless steel faceplates.
- .8 Main pull and junction boxes (excluding obvious outlet boxes) shall be clearly identified by painting the outside of the cover in accordance with the following schedule:
  - Lighting Yellow
  - Power Blue
  - Fire Alarms Red
  - Telephone Cream
  - Control Brown
  - Intercom & Sound Green
- .9 In addition, each box shall be identified with a system and service designator of logic reference to the service.

### **3.12 ACCESS DOORS & ACCESS MARKERS**

- .1 Supply access doors for installation under the work of other Division where electrical equipment requiring maintenance or adjustment or inspection is located above ceilings, within walls or behind furring; except ceilings of lay-in removable panel type.
- .2 Access doors shall be 12 gauge hinged metal Stelpro Ltd. or equal #722 flush type, minimum size 300 mm x 300 mm (12" x 12") "Reach-in" 300 mm x 600 mm (12" x 24") "Crawl-in", with prime coat finish, concealed hinges, screwdriver lock and plaster key. Access doors in finished masonry or drywall construction shall be #722 less plaster key. Access doors shall be #726 in acoustic tile ceilings; #704 in drywall ceiling and #726E in plaster ceilings.
- .3 Access doors in fire rated ceiling assemblies, all fire rated walls, duct shaft or in corridor walls shall be UL, ULC or WHI listed 1-1/2 hour fire rated access doors equal to LeHage #L1010 or Acudor #150B with screwdriver lock.
- .4 Where lay-in removable panel ceilings requiring hold-down clips are used, access doors are not required but panels shall be secured with accessible hold-down clips and marked with Buildemup #6 RH brass paper fasteners inserted through acoustic panel and bent over. Paint heads with blue enamel before installation.
- .5 Obtain approval for sizes and locations.

### **3.13 ELECTRIC WORK FOR OTHER DIVISIONS**

- .1 Examine Architectural and Mechanical (Plumbing, Heating, Ventilating and Air Conditioning) plans and specifications to determine extent of electrical work in connection with these Divisions which is to be done under the work of the Electrical Division.

- .2 In general, all loose motor starters and associated controls for mechanical equipment will be supplied under Division 16 for installation and connection to both source and load side of the equipment.
- .3 Co-ordinate the exact location and verify characteristics of electrical provisions for the work of the Mechanical Division.
- .4 Coordinate locations of starters, motors and associated equipment with the work of the Division 15 Mechanical Trade Sections to ensure proper location of equipment. The exact locations of conduit terminations at Mechanical units shall be determined from equipment manufactures' approved shop drawings. Conduits must be installed to enter only in the locations designated by equipment manufactures.
- .5 Provide safety switches required for disconnection of remotely controlled motors, and where required at motors by C.E.C. regulations whether shown on the drawings or not. Where required at fan motors, they shall be concealed in the fan housing if possible.
- .6 Provide for the 120 volt mechanical equipment where noted, all necessary wiring and connections including wiring and installation of starters, thermostats, aquastats, speed controllers and time switches controlling equipment.
- .7 Where motor starters, switches and the like, are grouped together, a suitable 19 mm (3/4") thick plywood panelboard shall be provided to which all such equipment shall be secured. Provide all necessary angle iron supports for support of panelboard and paint entire assembly with two coats of fire retardant type enamel acceptable to Building Inspection Department.
- .8 Provide weatherproof un-fused safety disconnect switches, fastened to exterior of roof mounted units, to approval.
- .9 Connect high temperature thermostats "Firestats" provided in ductwork by Division 15, to exhaust fan systems, to provide fan shutdown on activation.

### **3.14 GROUNDING – GENERAL**

- .1 Ground all electrical systems in accordance with provisions of the Ontario Electrical Code.
- .2 Provide a grounding electrode in accordance with Section 10 of the Canadian Electrical Code.
- .3 Install grounding conductors to permit the shortest and most direct path from equipment to ground. Install grounding conductors in rigid galvanized conduit with both conductor and conduit bonded at both ends. Provide bonding jumpers with approved clamps to maintain ground continuity of metallic raceway systems at all expansion joints.
- .4 Ground connections to grounding conductors shall be accessible for inspection and made with approved solderless connectors bolted to the equipment of structure to be grounded. Clean contact surface prior to making connections to ensure proper metal to metal contact.

Connections shall be of the type that grounds both conduit and conductor, and cap screws, bolts, nuts and washers shall be silicon bronze.

### **3.15 FIREPROOFING & SEALING**

- .1 Make watertight seal at sleeves and other openings through floors above grade. Sleeves to extend minimum 25 mm (1 inch) above finished floors.
- .2 Provide Fireproofing protection of openings through floors and fire rated walls. Refer to Architectural Drawings for rated surfaces.
- .3 Caulk spaces between conduit, cables, bus ducts, raceways, and cable trays with "Cerafibre" 2300 F packing to Building Department approval. Pack and seal both sides of openings with Electrovert "Flameseal" putty, minimum thickness 25 mm (1"). Install in accordance with Electrovert Instruction Bulletin #3601.

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 RELATED INSTRUCTIONS**

- .1 Refer to Section 16010 – Electrical General Requirements.

**1.2 WORK INCLUDED**

- .1 Provide electrical lighting fixtures and systems scheduled, complete with lamps, drivers and necessary accessories required for their installation and performance.
- .2 Obtain and review all information with regards to the proper installation of all lighting systems from the Manufacturer. No installation shall be completed without a thorough review of the Manufacturer’s recommendations and guidelines for installation. All installations shall comply with these recommendations and guidelines as well as any other requirements mandated by Authorities having Jurisdiction and local governing codes.

**1.3 LAMP AND DRIVER CONDITIONING**

- .1 Upon first energizing all LED fixtures shall remain energized for a stabilizing period as recommended by manufacturer.

**1.4 SHOP DRAWINGS**

- .1 Conform to requirements of Section 16010 – Electrical General Requirements.
- .2 Submit for review an electronic submission of shop drawings containing illustrations of each fixture. Illustrations to be complete showing dimensions light distribution and mounting requirements. Illustrations to be noted to indicate special features and finishes. A copy is to be retained by the Contractor on the site, to ensure co-ordination of installation requirements.
- .3 LED fixture shop drawings must indicate Driver Manufacturer and Model No. for each fixture.
- .4 No light fixtures shall be ordered without the review and written approval of the Electrical Engineer. Shop drawings should indicate proposed mounting method and hardware required to facilitate a complete and safe installation.

**PART 2 - PRODUCTS**

**2.1 REFERENCE NUMBERS**

- .1 Catalogue reference numbers given for individual fixture types are intended as a guide when read with the description and the fixture as finally applied. Verify catalogue references with description and coordinated with installation conditions, with particular regard to ceiling construction details, type and finish before ordering fixtures.

## **2.2 LENSES**

- .1 Plastic lenses in lighting fixtures shall be acrylic with minimum thickness of 3 mm (.125 inches) and, providing flame spread and smoke density ratings, complying with applicable Federal and Provincial Codes; Ontario Fire Marshal's Fire Safety Design Standard; and the Ontario Building Code. Paragraph 3.1.13.1 (1).
- .2 Removable components of fixtures (louvres, lenses, wire guards, and the like) to be limited to maximum 1220 mm (48") in length.

## **2.3 FIXTURE SCHEDULE**

- .1 Light fixtures shall be of types, make and models as specified on the Drawings.

## **2.6 LIGHTING HARDWARE**

- .1 The Contractor must supply and install all light fixtures as per the Manufacturer's recommendations as well as to the satisfaction of all Authorities having Jurisdiction, Code requirements, the Architect, and the Electrical Engineer.
- .2 Include, in the tender price, for all lighting hardware required for a complete and safe installation.
- .3 Lighting hardware includes, but isn't limited to, the mounting hardware required for each fixture. The Contractor is responsible for reviewing architectural finishes in all areas and providing lighting and mounting hardware to suit.
- .4 All parts used as a part of the installation must be of the same manufacturer as the respective light fixture. Wherever available, all parts must be unique to the respective fixture and purchased with the light fixture from the same supplier and manufacturer.

## **2.7 PHOTOMETRIC**

- .1 The Electrical Contractor is responsible for obtaining a complete photometric of the entire area of lighting installation, both interior and exterior, prepared by a professional, third-party specializing in such work. All fixtures of all types shall be depicted on one layout. Refer to Architectural drawings for ceiling heights. Submit a copy of the interior and exterior photometric with the shop drawing submittal for the light fixtures. The Electrical Contractor in conjunction with the Manufacturer remains responsible for the accuracy of the photometric results and acceptance of fixtures based on this.
- .2 Photometric statistics shall be prepared for each zone/room. Statistics such as max/min and average footcandle readings shall be included in the photometric submittal.
- .3 Photometric shall take into account site condition impacts such as partitions, washroom stall partitions, suspended ceilings, reflectances, etc.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- .1 Do not install or energize lamps until directed by Architect which generally shall be just prior to occupancy of the building by the Owner. Read 'Temporary and Trail Usage'.
- .2 Provide two new safety chains per light fixture for all light fixtures through the existing and new school. Mount from the building structure. Provide unistrut supports throughout as necessary to support the safety chains where obstructions (ductwork, etc.) might prohibit installation without Unistrut.

**3.2 RECESSED FIXTURES**

- .1 Provide plaster and/or framing rings for recessed fixtures (except for 'Lay-in Tee-Bar' types) the installation of which shall be the responsibility of this Section.
- .2 Recessed incandescent fixtures shall conform with requirements of Ontario Electrical Safety Code and its latest bulletins. Thermal insulation and combustible materials shall be kept clear of recessed fixtures, unless approved, rated fixtures are utilized.

**3.3 SUSPENSION STEEL**

- .1 Provide angle-iron channels welded to the top side of bottom-chord of the L.S.S.J.'s in the Gymnasium for securing light fixtures.
- .2 Provide supports for light fixtures from separate uni-strut members attached and/or secured to building structure. No supports shall be attached to metal deck.

**3.4 SITE AIMING**

- .1 Position and aim adjustable lighting equipment as directed on the site. Position outdoor units after daylight hours as directed. Provide labour and materials necessary to accomplish this.

**3.5 COMPLETION**

- .1 Fixtures shall be clean at the time of final acceptance.

**END OF SECTION**

**PART 1 - GENERAL**

**1.1 REFERENCES**

- .1 Refer to Section 16010 – Electrical General Requirements.
- .2 All specifications must be read in conjunction with the Electrical Drawings.
- .3 The drawings and specifications must be read in conjunction with all front-end and tender documents (RFQ, etc.) issued by the Board and/or its representative along with the Drawing and Specification package.

**1.2 WORK INCLUDED**

- .1 Provide emergency lighting fixtures and systems scheduled, complete with lamps, and all necessary accessories required for their complete installation, performance, and on-going operation.
- .2 Additional details of ‘Work Included’ may be found throughout the specifications and/or drawing package.

**1.3 SHOP DRAWINGS**

- .1 Conform to requirements of Section 15010 – Electrical General Requirements.
- .2 The Contractor must submit electronic copies of all shop drawings for the Engineer’s review and approval prior to ordering anything. The shop drawing package must include shop drawings for the following (as applicable):
  - .1 Exit Signs
  - .2 Remote Heads
  - .3 Battery Units

Each package must contain illustrations of each fixture. Illustrations are to be complete showing dimensions light distribution and mounting requirements. Illustrations to be noted to indicate special features and finishes. A copy is to be retained by the Contractor on the site at all times, to ensure co-ordination of installation requirements. The Contractor must work with the Manufacturer to provide a photometric study based on the proposed design and the selected devices/equipment. CAD will be made available by the Engineer for the Contractor to use.

**PART 2 - PRODUCTS**

**2.1 REFERENCE NUMBERS**

- .1 Catalogue reference numbers given for individual fixture types are intended as a guide when read with the description and the fixture as finally applied. Verify catalogue references with description and coordinated with installation conditions, with particular regard to wall or ceiling construction details, type and finish before ordering fixtures.

## 2.3 EMERGENCY LIGHTING SYSTEM

### .1 Emergency Lighting Battery Units:

- .1 Provide Emergency Lighting Units and Wiring Systems as noted.
- .2 Supply and install the Emergi-Lite® Distinction™ Series battery units. The battery unit will supply the rated load for a minimum of **one hour** to 87.5% of the rated battery/voltage. The unit shall be rated 120 or 347V, 60 Hz and be CSA No.141 listed. The charger shall be fully computer tested and its charge voltage factory set to + or – 1% tolerance. A pulse type charger shall be employed to promote long battery life and reduce the potential for grid corrosion. The charger shall provide continuous high charge to recharge the battery. When the battery is at full capacity the charger will shut off. The pulse charge shall be current limited and precisely regulated by an electronic circuit which samples the battery in relation to its temperature, state of charge and input voltage fluctuations. The charger shall be current limited, temperature compensated, short-circuit proof and reverse polarity protected. The unit shall be furnished with an electronic lockout circuit, which will connect the battery when the AC circuit is activated, and an electronic brownout circuit, which will activate the emergency lights when utility power dips below 75% of nominal voltage. A low voltage battery protection circuit will disconnect the battery at end of the discharge. The unit will come complete with the Distinction™ Series diagnostics micro-controller board option. The unit shall self-test for 1 minute every 30 days, 10 minutes on the 6<sup>th</sup> month and 30 minutes every 12 months. The unit shall be furnished with a sealed dust tight relay, a selectable test switch 1 minute, 5 minutes, 10 minutes or 20 minutes and diagnostics LED indicator lights to continuously monitor the status of the unit: battery failed, battery disconnect, charger failure, lamp failure, service alarm, AC “ON” and charger “ON”.
- .3 Wall mounted unit shall be provided with recessed back box and mounting template to allow pre-installation feeds of A.C. input and D.C. output. Both A.C. input and D.C. output shall enter unit through back face without any visible cable or conduit feeds. Provide wall mounted shelf for each battery unit.
- .4 Provide a 120 volt input circuit for each unit wired to un-switched circuit indicated. Wire to exit signs from battery units. Size conductors to all remote lamps to provide maximum voltage drop of three percent.

### .2 Emergency Single Remote Heads:

- .1 Remote heads EF26/EF26DS/EF26D Series shall be comprised of one (single) or two (double or twin) 6W adjustable heads with LED lamps. Each lamp shall be housed in an impact-resistant polycarbonate cube. The cube lens shall be frosted to diffuse the light. Heads shall provide mounting holes for installation on a standard octagonal box.
- .2 Single remote unit shall be Emergi-Lite Model: EF26MLM or approved equal.

Specifications:

- Single Cube.
- One (1) 6W, 24V MR16, LED lamps.
- White Finish

.3 Wireguard shall be Emergi-Lite Model: 460.0035-E or approved equal.

.3 Emergency Dual Remote Heads:

.1 Remote heads EF26/EF26DS/EF26D Series shall be comprised of one (single) or two (double or twin) 6W adjustable heads with LED lamps. Each lamp shall be housed in an impact-resistant polycarbonate cube. The cube lens shall be frosted to diffuse the light. Heads shall provide mounting holes for installation on a standard octagonal box.

.2 Dual/Double head remote unit shall be Emergi-Lite Model: EF26DMLM or approved equal.

Specifications:

- Double Cube.
- Two (2) 6W, 24V MR16, LED lamps.
- White Finish

.3 Wireguard shall be Emergi-Lite Model: 460.0032-E or approved equal.

.4 Exit Sign (without built-in battery unit & remote heads):

.1 Supply and install the Emergi-Lite® EA Series pictogram Exit Signs. The equipment shall operate with universal 2-wire AC input voltage of 120 to 347VAC at less than 2.5W and universal 2-wire DC input voltage from 6 to 24VDC at less than 1.5W for single and double face signs. The equipment shall be suitable for wall, end, or ceiling mount. The housing shall be constructed of rugged extruded aluminum and have a maximum depth of 2-1/2". The faceplate(s) shall be constructed of extruded aluminum and shall incorporate a protective clear polycarbonate panel. Each faceplate shall come standard with two legend films for pictogram and direction selection. The light source shall be white light-emitting diodes (LED) and shall provide even illumination in normal and emergency operation.

.2 Exit sign shall be Emergi-Lite Model: EA3WU or approved equal.

Specifications:

- Universal faces.
- Universal mounting kit
- White finish.
- 120 to 347VAC input; 6 to 24VDC output.

.3 Wireguard shall be Emergi-Lite Model: 460.0079-E (wall-mount), 460.0027-E (end-mount) or 460.0028-E (ceiling-mount) or approved equal.

- .5 Exit Sign (with built-in battery unit):
- .1 Supply and install the Emergi-Lite® EA Series pictogram Exit Signs. The equipment shall operate with universal 2-wire AC input voltage of 120 to 347VAC at less than 2.5W and universal 2-wire DC input voltage from 6 to 24VDC at less than 1.5W for single and double face signs. The equipment shall be suitable for wall, end, or ceiling mount. The housing shall be constructed of rugged extruded aluminum and have a maximum depth of 2-1/2". The faceplate(s) shall be constructed of extruded aluminum and shall incorporate a protective clear polycarbonate panel. Each faceplate shall come standard with two legend films for pictogram and direction selection. The light source shall be white light-emitting diodes (LED) and shall provide even illumination in normal and emergency operation. The pictogram sign in a self-powered configuration shall use a sealed nickel-cadmium battery of 2.4V nominal voltage and shall stay illuminated during emergency operation for at least two hours upon AC failure. The pictogram sign shall meet CSA 22.2 No.141-10.
- .2 Exit sign shall be Emergi-Lite Model: EA3WI or approved equal. Specifications:
- Universal faces.
  - Universal mounting kit
  - White finish.
  - 120 to 347VAC input.
  - Self-powered/2 hours.
- .3 Wireguard shall be Emergi-Lite Model: 460.0079-E (wall-mount), 460.0027-E (end-mount) or 460.0028-E (ceiling-mount) or approved equal.
- .6 Acceptable Alternate Manufacturers
1. Lumacell
  2. Beghelli
  3. Stanpro

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION**

- .1 Do not install or energize lamps until directed by Consultant which generally shall be just prior to occupancy of the building by the Owner.
- .2 Provide wiring in conduit and install devices in accordance to all Manufacturer recommendations and instructions. Advise the Consultant of any discrepancies or conflicts between the instructions set out in these drawings and specifications and the Manufacturer's recommendations and instructions prior to commencing work.
- .3 Connect remote heads to the respective battery unit as indicated on the drawing. Read all notes on the drawings prior to commencing work.

- .4 Provide remote heads as specified and as required for compliance with the Ontario Building Code. Install remote heads in the locations as shown on the drawings. Note that in most cases, the proposed location of new heads do not match the location of existing devices. The Contractor must locate remote heads in the new positions as proposed. The Contractor must make allowance for minor revisions to the system, including relocations and re-aiming, as required upon review of the testing results. Generally, all wiring shall be provided in accordance with the Manufacturer's requirements and be minimum No. 10 AWG. The wire size might need to be increased to satisfy voltage drop requirements. Verify voltage drops requirements with the Manufacturer prior to installation.
- .5 Prior to installation of any devices, verify the existing conditions around the proposed location and ensure there are no conditions that restrict visibility of exit signs, may affect coverage of emergency lighting, or atmospheric or climate conditions that may affect the operation of new devices (unheated areas, moist/damp air, etc.). Advise the Consultant in writing of all such conditions prior to installation and seek instruction prior to proceeding.

### **3.2 SITE AIMING**

- .1 Position and aim adjustable lighting equipment as directed on site and to obtain light levels as required by code. Position outdoor units after daylight hours as directed. Provide labour and materials necessary to accomplish this.
- .2 Locate and aim emergency lighting remote heads to optimally illuminate egress route to meet or exceed all code requirements.

### **3.3 COMPLETION**

- .1 Fixtures shall be clean and 100% operational at the time of final acceptance.
- .2 Upon a complete installation of the systems as proposed on the drawings, as per all code requirements, and to the satisfaction of all Authorities having Jurisdiction, commission and test the new system in entirety with the Manufacturer's Representative. Make allowance for adjustments as required by the Manufacturer or Authorities having Jurisdiction. Provide a letter to the Consultant that the system is complete, has been tested, adjusted (as required), and is in proper operating condition. Testing shall be performed during non-daylight hours.
- .3 Upon completion of installation, engage a professional third-party agency to complete an illumination level test throughout all areas of the building where the installation has taken place. The Contractor must work with the third-party agency to properly aim remote light heads, recording light level readings on a record set of floor plans, calculating light level readings, and issuing to the Consultant a letter stating that the emergency lighting levels meet the requirements of the Ontario Building Code. Notify the Owner and Consultant at least ten (10) days prior to the proposed testing and verification data and schedule a time and date that is acceptable to all.
- .4 The Contractor is responsible for engaging a professional third-party agency to complete

a voltage drop test testing the voltage at each panel as well as the voltage at the most remote fixture.

- .5 Include (in the tender price) for the hiring of all third-party agencies (including, but not limited to, the Manufacturer's representative) as required by the drawing and specifications.

**END OF SECTION**



## FORM OF TENDER

**Project Reference #:** RFT 26-065

**Project:** Lighting Renewal Project - Lakeshore Public School

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

By signing below, I/We acknowledge that I/We have read and accept the terms and conditions of this document and further that I/We have the authority to bind the organization.

I/We acknowledge that I/We have received addenda numbered \_\_\_\_\_ to \_\_\_\_\_ and the fee(s) quoted incorporate such addenda.

I/We have included one (1) electronic copy of the proposal submission in accordance with the terms and conditions of this RFP.

If this proposal is accepted by the HDSB and the HDSB is proceeding with the internal approvals for the award of the Agreement, then I/we will provide the required proof of insurance, and all other required submittals within five (5) business days of notification from the HDSB.

I/We, the undersigned, having examined the RFX Documents for the above-named Project, including Addenda, HDSB Standard Terms and Conditions and hereby offer to perform the Work in accordance with the Tender Documents, for the Stipulated Price of:

**RFT 26-065 Lighting Renewal Project - Lakeshore Public School**  
**Form of Tender Continued**  
**Page 2 of 2**

<b>Base Bid Amount (Excluding HST)</b>	\$
<b>Cash Allowance</b>	\$ 20,000.00
<b>Contingency Allowance</b>	\$ 30,000.00
<b>Total Base Bid Amount (A + B + C) (Excluding HST)</b>	\$

**Proposed Subcontractor**

Asbestos	
Electrical	

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 120 days from the date of Tender Closing,
- d. All Form of Tender supplements called for by the Tender Documents from an integral part of this Tender.

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

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 AUTHORIZED SIGNATURE OF BIDDER  
 I have the authority to bind the Bidder

\_\_\_\_\_  
 & TITLE

\_\_\_\_\_  
 PRINTED NAME



**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 RFX documents, including Addenda, and the HDSB Standard Terms and Conditions 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 RFX, 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 (as applicable) 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: \_\_\_\_\_



## **APPENDIX B - SUPPLIER ATTESTATION**

I, the undersigned, on behalf of \_\_\_\_\_ **[Insert Full Legal Name of Supplier]** (the "Supplier"), hereby make the following declarations and attestations:

### **1. Compliance with Procurement Restrictions**

The Supplier has read, understands, and agrees to comply with all applicable procurement restriction requirements as outlined by the Halton District School Board (HDSB), including, but not limited to, restrictions related to trade agreements, supplier eligibility, conflict of interest, and ethical business conduct.

### **2. Prohibited Suppliers and Affiliates**

The Supplier confirms that neither it, nor any of its affiliated entities, principals, directors, or key personnel are currently debarred, suspended, or otherwise prohibited from bidding on or being awarded public contracts in the Province of Ontario, or in any other relevant jurisdiction applicable to this procurement.

### **3. Disclosure of Conflict of Interest**

The Supplier confirms that it has disclosed any actual or potential conflict of interest or circumstances that may give rise to a perceived conflict of interest. If no such conflicts exist, the Supplier confirms that, to the best of its knowledge, none are known at the time of submission.

### **4. Ongoing Obligation**

The Supplier acknowledges that compliance with the Procurement Restriction Policy is an **ongoing obligation**. The Supplier agrees to immediately notify the HDSB in writing if any information relevant to this declaration changes during the term of the procurement process or contract.

By signing below, I certify that the information provided in this attestation is true and accurate to the best of my knowledge.

**Authorized Signature:**

**Name: [Insert Name]**

**Title: [Insert Title]**

**Company Name: [Insert  
Legal Name of Supplier]**

**Date:**



**APPENDIX C - PROCUREMENT RESTRICTION  
POLICY COMPLIANCE DECLARATION**

In accordance with the Ontario Government's Procurement Restriction Policy and under the direction of the Ontario Government, the Halton District School Board (HDSB) is required to restrict participation in procurement opportunities from certain suppliers.

Specifically, U.S. based businesses are not eligible to participate in this procurement if they meet the following criteria:

- The business has its head office or principal place of business located in the United States; and,
- The business employs fewer than 250 full-time employees in Canada at the time of this procurement process.

Supplier Declaration of Status

Suppliers are required to declare their status in accordance with the above definition.

Please check one of the following boxes:

- We are a U.S. based business as defined under the Ontario Government's Procurement Restriction Policy.
- We are not a U.S. based business as defined under the Ontario Government's Procurement Restriction Policy.

By signing below, I certify that the information provided in this attestation is true and accurate to the best of my knowledge.

**Authorized Signature:**

**Name: [Insert Name]**

**Title: [Insert Title]**

**Company Name: [Insert  
Legal Name of Supplier]**

**Date:**

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**APPENDIX D - VOLUNTARY DECLARATION  
OF DIVERSE SUPPLIER STATUS**

The Halton District School Board (HDSB) is committed to promoting equity, diversity, and inclusion in its procurement practices. In alignment with these values, HDSB encourages participation from diverse vendors, including businesses that are at least 51% owned, managed, and controlled by individuals from equity-deserving groups.

This declaration is **voluntary** and **will not be used as part of the evaluation or award process unless otherwise stated**. It is for data collection and internal reporting purposes only.

Please indicate if your business qualifies under one or more of the following categories (select all that apply):

- Indigenous-owned business
- Women-owned business
- Black-owned business
- Racialized (visible minority)-owned business
- 2SLGBTQIA+-owned business
- Persons with disabilities-owned business
- Canadian Veteran-owned business
- Social enterprise
- Other (please specify): \_\_\_\_\_
- Prefer not to disclose

By selecting any of the above, I affirm that at least 51% of the ownership and control of the business resides with individuals who self-identify with the selected category(ies).

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Appendix E – Notice of Intent Not to Submit a Bid**

*(Optional – For Vendors Who Do Not Intend to Respond)*

If you do not intend to submit a bid in response to this RFX, the Halton District School Board (HDSB) would appreciate your assistance in completing this form and returning it to the email or online portal specified in the RFX. Your feedback helps us improve future procurement processes.

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

Please check the applicable reason(s) for not submitting a response:

- The goods/services required are not within our area of expertise
- We are unable to meet the requirements/specifications
- Insufficient time to prepare a submission
- Cannot meet delivery or performance schedule
- Terms and conditions are too restrictive (please elaborate below)
- We do not wish to compete for this contract
- Already engaged in other work that conflicts with this opportunity
- Other (please specify): \_\_\_\_\_

Additional comments or suggestions for improving future opportunities (optional):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The HDSB thanks you for your time and interest.

## **Appendix F – Mandatory Incorporated Provisions**

Some Mandatory Incorporated Provisions included in this RFX may not be relevant to every proposal and shall apply to the extent applicable.

### **Limitation of recourse; waiver as to the Crown (FAA s. 28)**

Without limiting the *Financial Administration Act* (Ontario), including section 28, the Supplier acknowledges and agrees that its remedies, recourse and rights in respect of any Definitive Agreement are limited to HDSB and to HDSB's right, title and interest in its assets.

The Supplier further agrees that the following wording is a Mandatory Incorporated Provision and applies to every Definitive Agreement: "Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the Agreement, and agrees that it shall have no remedies, recourse or rights in respect of the Agreement against the Crown in right of Ontario, any Ontario Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the Halton District School Board and its assets."

### **Freedom of Information and Privacy**

Supplier shall comply with the Municipal Freedom of Information and Protection of Privacy Act ("**MFIPPA**") and treatment of confidential and personal information as set out in the RFX and HDSB Standard Terms and Conditions, including audit/disclosure obligations and records retention (minimum seven (7) years).

### **Accessibility**

Supplier shall comply with the Ontario Human Rights Code, the Ontarians with Disabilities Act, 2005, and all regulations under each of the foregoing, including with respect to accessibility for Ontarians with disabilities.

### **WSIB/Health and Safety**

Proof of WSIB coverage and compliance with the OHSA and applicable HDSB health and safety/asbestos requirements.

### **No Publicity**

No publicity or promotion regarding HDSB or the Definitive Agreement without HDSB's prior written consent.

## **Audit Rights**

HDSB reserves the right at any time during normal business hours, and as often as HDSB may deem necessary, to examine the successful Supplier's records with respect to the services delivered in connection with any Definitive Agreement. audit and records inspection rights as stated in the HDSB Standard Terms and Conditions.

The successful Supplier 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 any Definitive Agreement. The successful Supplier shall maintain and retain all records and other documents related to any purchase order, and any Definitive Agreement 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.

## **Contract Extension**

Following the initial term of any Definitive Agreement, as applicable, the HDSB may, at its sole discretion, elect to extend any such Definitive Agreement for one or more additional term(s). Any such extension(s) shall be contingent upon satisfactory performance by the Supplier, as determined solely by the HDSB. The HDSB also reserves the right to negotiate the terms and conditions applicable to any extension, including, but not limited to, pricing and service levels.

## **Supplier's Conduct**

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

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

The Supplier shall comply with all applicable HDSB policies and procedures, including but not limited to maintaining a smoke-free environment, and actively preventing, refraining from, and promptly reporting any instances of sexual, racial, and ethno-cultural harassment or discrimination.

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

Supplier acknowledges that no person who is impaired by alcohol or drugs will enter and/or remain on HDSB property.

The Supplier agrees that its employees and subcontractors will observe and comply with all standards, procedures, policies, rules and regulations of the HDSB, including but not limited to:

- a) privacy;
- b) use of facilities;
- c) use of equipment;
- d) building security; and,
- e) computer technology.

### **Smoking/Vaping on HDSB Property**

The Supplier shall not, and shall not permit its employees, agents, contractors, and representatives to, smoke any substance, by any means within any HDSB buildings or on any HDSB property, including inside vehicles located on HDSB premises. This prohibition includes, but is not limited to, tobacco, cannabis in any form, and the use of vaping devices.

### **Vehicle operation on HDSB Property**

The Supplier shall exercise due care and caution when operating motorized vehicles on school property, particularly during times when students are entering or exiting the school building, or are present outside on school grounds or adjacent areas, including recess, lunch periods, and before or after the school day.

Additionally, while on HDSB property, Supplier and its employees, agents, contractors, and representatives shall turn off their vehicles and remove the keys during any stop and must never leave a vehicle idling while unattended, nor parked in designated accessible parking spaces. The HDSB assumes no responsibility for any theft of, or theft from, vehicles operated by the Supplier or its employees, agents, contractors, and representatives.

Suppliers will be 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. Supplier vehicles are only permitted to access, stand or be parked in areas designated by administrative staff of HDSB.

## **Assignment**

Except as expressly set out in any Definitive Agreement, the Supplier shall not assign, transfer, subcontract, convey, or otherwise dispose of any Definitive Agreement, in whole or in part, nor any right, title, interest, or authority therein, to any other individual, firm, company, or corporation without the prior written consent of the HDSB. Any such action taken without prior written consent shall be deemed null and void.

For the purposes hereof, the transfer or issuance by the Supplier of more than fifty (50%) percent of the voting securities of the Supplier 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 Supplier 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 provision, be deemed to be an assignment of the Definitive Agreement 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).

## **Change Orders**

A Change Order arises when unforeseen conditions are identified that are directly related to the original scope of work as defined in the applicable Definitive Agreement.

For any Change Order not initiated by HDSB senior management, the following conditions must be met prior to issuance:

- a) Written approval from the HDSB must be obtained before any modifications are made to the applicable Definitive Agreement.
- b) No work associated with a proposed Change Order shall commence without prior written approval from HDSB.

All Change Order requests or recommendations must clearly outline the anticipated impact on both project cost and schedule. HDSB reserves the right to engage external consultants or experts to assess the necessity of the Change Order and to validate its financial or scheduling impact.

No alterations to the original scope of work shall proceed without formal written authorization from the HDSB. All changes shall be initiated through HDSB-issued Work Orders or Purchase Orders, which must include the agreed-upon change cost and be signed by both the Supplier and the HDSB's representative as authorization to proceed.

General contractor and all subcontractors are restricted to the following mark-ups on change orders:

- a) General contractor on their own work 5% overhead and 5% profit;
- b) General contractor on subcontractor work 5% overhead;
- c) Subcontractor on their own work 5% overhead and 5% profit; and
- d) Subcontractor on subcontractor work 5% overhead.

The mark-ups noted above cover all administrative costs and site supervision costs unless agreed upon by the HDSB. Mark-ups shall be calculated based on the net costs excluding all applicable taxes. All work intended to be expensed to/from a designated cash allowance are not subject to mark-ups.

Any work performed without a written, HDSB-signed change order will not be compensated, and that unauthorized changes may be grounds for termination.

### **Intellectual Property**

The Supplier shall not use any intellectual property of HDSB including, but not limited to, logos, registered trademarks, or trade names of HDSB, at any time without the prior written approval of HDSB.

### **Force Majeure and Delay in Performance**

Delays or failures in performance by either party under the Definitive Agreement shall not be considered a default or give rise to any claim for damages if caused by events beyond the reasonable control of the affected party. Such events include, but are not limited to government decrees, acts of God, fires, floods, riots, wars, rebellions, sabotage, and atomic or nuclear incidents. However, financial difficulties, strikes, lockouts, or other collective labor actions shall not be regarded as events beyond a party's control.

If either party reasonably determines that performance of the Definitive Agreement has been made impossible due to such an uncontrollable event, that party shall promptly notify the other in writing at which time HDSB may:

- Terminate the Definitive Agreement immediately without any further payments; or,
- Authorize the Supplier to continue performance of the Definitive Agreement with mutually agreed adjustments to accommodate the impact of the event.

### **Indemnification**

The Supplier shall indemnify and hold harmless the HDSB, its trustees, officers, directors, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses (including legal, expert, and consultant fees), as well as any claims, demands, actions, causes of action, or proceedings, whether in contract, tort, or otherwise, brought by any person, arising out of or in connection with:

- a. the Supplier's failure to comply with applicable laws, regulations, codes, or recognized industry standards in Ontario;
- b. labour, materials, or equipment provided in the performance of the Definitive Agreement;
- c. infringement or alleged infringement of intellectual property rights, including inventions, copyrights, trademarks, or patents used in performing the Definitive

Agreement or resulting from the use or operation of any deliverable upon completion of the work contemplated by the Definitive Agreement.

## **Insurance**

The Supplier shall obtain and maintain, at its own expense, minimum insurance coverages as required by HDSB with insurers licensed to operate in the Province of Ontario.

The Supplier shall provide proof of insurance (Certificate of Insurance) prior to commencing any work or services and subsequently from time to time upon request by HDSB, and at least 30 days prior to each anniversary of the Definitive Agreement.

Certificates must be provided in a form acceptable to HDSB and confirm that all policies include the required clauses and naming of HDSB as an Additional Insured.

## **Proof of WSIB Coverage**

If the Supplier is subject to the *Workplace Safety and Insurance Act* (“**WSIA**”) or the *Workplace Safety and Insurance Amendment Act, 2008* (“**WSIAA**”), the Supplier 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 Supplier shall, from time to time during the term of the Definitive Agreement and at the request of the HDSB, provide additional WSIB clearance certificates.

The Supplier 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 Definitive Agreement, 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 Agreement 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 Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Definitive Agreement together with all costs incurred by the HDSB in connection therewith.

## **Travel Expenses**

The Supplier must obtain prior written approval from the HDSB for costs incurred as a result of accommodation or travel associated with the Definitive Agreement. These costs must be charged in accordance with the HDSB’s travel policy, as may be amended from time to time. Suppliers may obtain applicable rates from the HDSB. All such pre-approved costs, where applicable, must be itemized separately on invoices.

HDSB shall not be responsible for any meal, hospitality, or incidental expenses incurred by the Supplier, whether incurred while travelling or otherwise including but not limited to:

- a. Meals, snacks and beverages;
- b. Gratuities;
- c. Laundry or dry cleaning;
- d. Valet services;
- e. Dependent care;
- f. Home management; and,
- g. Personal telephone calls.

### **Invoicing/Payment/EFT**

Invoices, whether submitted in paper or electronic format as agreed upon by HDSB, must be provided within twenty eight (28) calendar days of the completion of the work to which an invoice relates. Each invoice shall be itemized and include, at a minimum, the following details:

- a. Invoice number;
- b. Invoice Date;
- c. HDSB's name and location, including the name of the requester/HDSB staff and the shipment destination;
- d. HDSB purchase order number (if applicable) and order date;
- e. Supplier's name or business number, address, telephone number and HST registration number;
- f. Description of products or services provided including hourly rates, service/delivery dates, service location, quantities and rates;
- g. Supplier's product number;
- h. Attached copy of the service report/work order completed;
- i. Manufacturer's product number, if applicable;
- j. Terms of payment
- k. HST and total cost;
- l. Total amount payable;
- m. Supplier HST #.

Supplier agrees and accepts HDSB's payment terms of Net 28 days. Payment may be made by HDSB via Electronic Funds Transfer (EFT), cheque or purchasing card at no additional cost to the HDSB.

The Supplier shall provide the HDSB with the necessary banking information to enable EFT, at no additional cost to the HDSB, for any related invoice payments including, but not limited to:

- a. A void cheque or letter from the Supplier's bank;
- b. Financial institution's name;
- c. Financial institution's transit number;
- d. Financial institution's account number; and,
- e. Email address for notification purposes.

The Supplier will complete a “HDSB Vendor Information Form”, an “Application of Vendor Direct Deposit”, and any other documentation if required by HDSB together with ancillary deliverables contemplated thereby.

HDSB may withhold payment for any disputed amounts or pending completion by Supplier of deliverables.

### **Environmental, Social, Governance, Ethical and Sustainability Considerations**

The Supplier shall possess and provide information, if requested by HDSB, related to its robust Environmental, Social and Governance (“ESG”) business framework. The Supplier shall collaborate and support the HDSB to align with their ESG framework as it relates to currently available ESG processes, products/equipment, technologies and/or sustainable initiatives.

To the extent practicable and without compromising quality, Suppliers shall promote:

- a. Environmental design principles as required by the HDSB (e.g., environmental sustainability, data security and privacy, lean construction practices, waste management, decarbonization, indoor air quality, comfort);
- b. Sustainable social design principles as required by HDSB (e.g., social equity and equality, diversity, inclusive, accessibility, economic, and cultural impacts that achieve overarching HDSB goals that helps shape healthy, diverse and inclusive environments); and,
- c. Governance practices to enhance positive impact to the HDSB (e.g., corporate oversight, risk management, staff retention and management, and leadership).

The Supplier shall keep HDSB informed about social procurement processes. Throughout the term of the Definitive Agreement, Supplier shall provide HDSB with information requested by HDSB to allow HDSB to assess Supplier’s ESG commitments.

### **Governing Law/Attornment**

Province of Ontario and applicable federal laws of Canada; attornment to Ontario courts.

### **Termination**

HDSB may terminate any Definitive Agreement at anytime for convenience, with reasonable notice and payment to the Supplier for work performed to date.

### **Asbestos Management Requirements**

In accordance with Ontario Regulation 278/05, Section 10(5), HDSB will provide access to site-specific asbestos inventories for all facilities where work is being performed. These inventories are available at each HDSB site.

Supplier shall review the applicable asbestos inventory prior to commencing any work to ensure full understanding of the site conditions in relation to their scope of work. Supplier shall comply with the HDSB's Asbestos Management Administrative Procedure is mandatory at all times. The procedure is available online at:

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

All work must be approved in advance by the relevant HDSB department. Supplier must thoroughly review the HDSB Asbestos Register and inspect site conditions for any suspected Asbestos-Containing Materials ("ACM") that may impact the work. If any unforeseen suspected ACM is encountered, work must cease immediately, and the HDSB or facility Owner must be notified without delay.

Where ACM is confirmed and impedes the completion of work, the Supplier shall coordinate with a HDSB-approved asbestos abatement contractor and arrange any required testing in consultation with HDSB Facility Services. Supplier is fully responsible for ensuring that their subcontractors comply with all related asbestos and health and safety requirements.

### **Workplace Hazardous Materials Information System**

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") Safety Data Sheets ("SDS") are onsite as required. Additionally, the Supplier will provide the HDSB's personnel WHMIS training, as it relates to the products and equipment, in accordance with the Ontario Occupational Health and Safety Act.

The Supplier shall provide the HDSB with online access to the SDS. If there are any changes or updates to the SDS, the Supplier shall update the documents within twenty-four (24) hours and provide notification to the HDSB that the SDS has been updated.

### **Electrical Requirements**

The Supplier shall ensure electrical products are authorized or approved by the HDSB and in accordance with the Ontario Electrical Safety Code, the Canadian Standards Association Group ("CSA Group"), Underwriters Laboratories of Canada ("ULC"), 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 products at HDSB's facilities.

### **Dangerous Goods Safety Requirements**

Where applicable, the Supplier shall ensure its Products, documentation, labeling, transportation, storage, handling and usage meet industry standards and are compliant with all applicable regulatory laws and requirements including but not limited to the following:

- a. Dangerous Goods Transportation Act, R.S.O. 1990, c.D.1;
- b. Transportation of Dangerous Goods Act, 1992, S.C. 1992, c.34;
- c. Occupational Health and Safety Act, R.S.O. 1990, c.O.1;
- d. Occupational Health and Safety Act, R.R. O. 1990, Regulation 860 Workplace Hazardous Materials Information System (“WHMIS”);
- e. Hazardous Products Act, R.S.C., 1985, c. H-3; and,
- f. Restricted Components Regulations of the Explosives Act, R.S.C., 1985, c. E-17.

### **Reseller Authorization**

The Supplier represents and warrants that it is an authorized reseller of all Products.

During the Term of the Definitive Agreement, the Supplier shall maintain the manufacturers’ authorized reseller status for all Products and provide proof of its status upon HDSB’s request. The Supplier must advise HDSB of any changes to its reseller status not less than thirty (30) days prior to such change.

### **HDSB Core List and Product Catalogue**

The Supplier shall provide the following to HDSB when requested during the Term of the Definitive Agreement:

- a. Canadian published catalogue (e.g. education catalogue, public sector catalogue, lowest price catalogue) with Product details and images, in printed and/or electronic format;
- b. HDSB specific core Product list.

At the HDSB’s request, the HDSB and the Supplier shall develop a Core List specific to the HDSB needs. Details of the core list, including Product description, catalogue/OEM number, packaging, Rates, escalations, and Rate refresh frequency/timing shall be mutually agreed upon by the HDSB and the Supplier and outlined in Agreement.

The Supplier shall provide the HDSB with thirty (30) days written notice prior to any rate increase. Rate increases shall be no greater than the twelve (12) month average of the Customer Price Index (CPI) for the applicable year and occur on an annual basis unless otherwise agreed to in writing by the HDSB and the Supplier. The financial incentives the Supplier and HDSB agree to shall be incorporated into the Agreement and reviewed and adjusted (e.g., annually) as required.

### **Product Samples**

During the Term of the Definitive Agreement, the Supplier shall provide HDSB Product samples, as requested, for testing and evaluation to ensure Products meet HDSB requirements and are suitable for its purpose. Product samples may also be required when evaluating new Products, substitutes or alternatives. These Product samples shall be provided to HDSB at no additional cost.

At the end of the evaluation, HDSB is under no obligation to purchase these samples. For Products that are not consumables, HDSB may, however, choose to purchase the samples at discounted rates or return the samples at the Supplier's cost.

### **Product Labelling and Information**

The Supplier shall meet all applicable labeling requirements including but not limited to the following:

- a. WHMIS labeling requirements;
- b. Expiry date information; and,
- c. Batch and/or lot number.

HDSB has the right to reject any shipment where the proper label is not affixed, and the Supplier shall be responsible for the return and shipping of new Products at no additional cost to the HDSB.

### **Delivery Lead Times and Product Delivery**

The Supplier shall deliver Products according to the following delivery lead times unless otherwise agreed between the Supplier and HDSB:

- a. Products will be delivered with two (2) Business Days of receipt of order by the Supplier, for regular Products in stock; and,
- b. Customized Products will be delivered as mutually agreed upon between the Supplier and HDSB.

The Supplier shall coordinate directly with the HDSB regarding the status of orders, and delivery.

All Products shall be Delivered Duty Paid ("DDP") to inside the door or the dock of the HDSB location as requested by HDSB. Special handling fees, if required, will be charged separately. The Supplier shall deliver orders with correct Products and quantities within the lead time. All Products will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the HDSB's required information (e.g., name of the employee who placed the order, purchase order number, Products and quantities ordered/shipped/back ordered (if any), and catalogue number). Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments. Deliveries must take place during HDSB's regular business hours.

### **Special Handling**

The Supplier shall ensure orders are delivered properly for Products that require special handling including but not limited to the following:

- a. Chemicals;
- b. Explosives;

- c. Live specimens;
- d. Temperature sensitive Products; and,
- e. Time sensitive Products.

The Supplier shall notify the HDSB of any additional costs for special handling at the time of order.

### **Minimum Order Amounts**

The Supplier shall provide delivery, at no additional cost to the HDSB, for any order with a minimum value of one hundred dollars (\$150). Special handling fees, if required, may be charged separately. The Supplier shall notify the HDSB, prior to shipping, of any Products that have a minimum quantity requirement that has not been met (e.g. Product sold in packages of twelve (12) and only two (2) were ordered).

### **Order Management, Bulk Purchases, and Order Acknowledgement**

The Supplier shall provide a variety of ways for HDSB to order Products including, but not limited to the following:

- a. Electronic Data Interchange (“EDI”);
- b. Email;
- c. Supplier’s online ordering process;
- d. Toll free phone; and/or,
- e. Via purchase order through the HDSB’s financial system.

The Supplier shall acknowledge the receipt of an order by the HDSB immediately or within one (1) Business Day if requested. The Supplier will include in this acknowledgement, any Products ordered that cannot be fulfilled (e.g., back orders). The HDSB, at its sole discretion may:

- a. Cancel some or the entire order;
- b. Ask the Supplier to ship only available Products and cancel any backorders; and/or,
- c. Agree to an alternative delivery schedule based on anticipated Product availability.

The Supplier shall support coordinated bulk purchases initiated by HDSB during the Term of the Agreement. If this occurs, HDSB may negotiate a lower Rate with the Supplier for bulk purchases. Lead time and/or delivery locations, per HDSB, for bulk purchases may differ and/or be for multiple locations. HDSB will ensure reasonable lead times for bulk purchases are requested. Once Products have been received at an HDSB location, the Supplier shall invoice accordingly.

## **Order Changes, Cancellations, Back Orders and/or Product Substitution**

The Supplier shall accept new orders, order changes and/or cancellation as may be required, within timelines mutually agreed upon between the HDSB and the Supplier, at no additional cost to the HDSB.

Supplier shall confirm back orders at the time of the order confirmation with an estimated delivery date. HDSB, at its sole discretion and at no additional cost, will have an option to:

- a. Cancel some or the entire order;
- b. Ask the Supplier to ship only available Products and cancel any backorders; and/or,
- c. Agree to an alternative delivery schedule based on anticipated Product and/or Service availability.

The Supplier will only substitute Products with approval from HDSB and only with Products of equivalent or greater specification at no additional cost to the HDSB.

## **Damaged or Defective Shipment**

The HDSB may not accept the delivery of the Products if they are:

- a. Damaged (or the packaging is damaged);
- b. Not delivered as agreed; or,
- c. Substituted without prior approval of the HDSB.

The Supplier shall accept returns and provide replacement of Products that are found to be defective at the time of unpacking within ninety (90) days from the delivery date. The Supplier shall be responsible for all shipping costs related to the return and replacement (e.g., immediately if required by HDSB) of any damaged or defective Products from the HDSB's location. HDSB will not be responsible for any additional costs (e.g., restocking fees) due to damaged or defective Products received.

## **Product Availability and Discontinued Products**

The Supplier will provide notice to HDSB within twenty-four (24) hours of the Supplier discovering any potential supply concern. The Supplier will provide HDSB with their resolution to the situation within twenty-four (24) hours of notification.

The Supplier shall not arbitrarily discontinue Products and shall provide the HDSB with sufficient notice (e.g., within sixty (60) days) prior to discontinuation. Further, the Supplier shall ensure that in the event a Product becomes unavailable and a replacement is proposed, the replacement Product shall have equal or greater functional capabilities/specifications than those of the retiring Product at a similar rate.

## **Recalls and Returns**

The Supplier shall ensure that Products meet current safety standards and regulations and shall advise HDSB of any changes with regulatory agencies related to the Products, which may impact the future availability of Products, or service support of the Products. The Supplier shall within twenty-four (24) hours report recalled Products to HDSB advising HDSB of applicable details (e.g., model number, serial number, reason for recall). The Supplier shall comply with the requirements of any applicable law in respect of recalled Products, and repair or replace the Product at no additional cost to HDSB.

The Supplier shall accept all Products returned by the HDSB that were ordered incorrectly and not used within thirty (30) days of the date of Product receipt at the HDSB's location, at no additional cost (e.g., restocking or shipping fee) to the HDSB. The Supplier may charge a restocking fee, mutually agreed upon with the HDSB, for the return of non-stock Products or special orders where the Supplier has incurred additional costs for production or shipping, and the Product cannot be resold by the Supplier.

## **Process to Add Other Products/Services**

During the Term of the Definitive Agreement the Supplier may request adding other Products and or/related services (e.g., newly available Products) to the Definitive Agreement to align with HDSB needs. HDSB will review and assess the request and may accept or reject based on Products in the current Agreement and its needs.

The Supplier shall provide written notice to HDSB of at least sixty (60) days if requesting a Product and/or Service refresh. Additional Product and Services requests from the Supplier must be accompanied by appropriate documentation (e.g., Product description, and rationale for the addition, proposed Rates, etc.).

Rates for newly added Products will be negotiated at the time of the request ensuring rate alignment with similar Products currently available in connection with the Definitive Agreement.

## **Product Trade-In and Promotional Discounts**

The Supplier shall offer HDSB discounts or credits for the use of old Products.

The Supplier shall offer HDSB the same special promotions to kick off new Product lines, sell-off discontinued inventory, and/or end-of-line Products as offered to other customers.

## **Supplier Training, Knowledge Transfer and Support to HDSB**

The Supplier shall provide effective support to HDSB including, but not limited to:

- a. Providing a responsive account executive (with applicable back-up) assigned to the HDSB to support HDSB's needs by providing day-to-day and ongoing administrative support, and operational support;
- b. Managing issue resolution in a timely manner;
- c. Complying with agreed upon escalation processes to resolve outstanding issues;
- d. Responding to HDSB's inquiries (e.g., to day-to-day activities) within one (1) Business Day;
- e. Ensuring minimal disruption to HDSB;
- f. Providing easy access to the Supplier (e.g., online, toll free telephone number, email, voicemail, chat or fax);
- g. Providing training/demonstrations, knowledge transfer, and no-cost educational events (e.g., webinars), if available;
- h. Establishing an ongoing communications program with the HDSB (e.g., new initiatives, innovation, sustainability);
- i. Adhering to the HDSB's confidentiality and privacy policies (e.g., related to student's private information);
- j. Providing written notice to HDSB on any scheduled shutdown that would impact services (e.g., inventory count, relocation of warehouse, website maintenance);
- k. Provide HDSB reporting; and,
- l. Attending meetings with HDSB, as requested.

Additionally, the Supplier shall provide training, knowledge transfer and reference materials where applicable regarding, but not limited to, the following:

- a. Storage and handling of any hazardous Products, or Products that require any special handling or storage;
- b. Use of the Products;
- c. Health and safety issues related to the use of the Products;
- d. Maintenance and care for equipment Products; and,
- e. Workplace Hazardous Materials Information System ("WHMIS") training.

Finally, the Supplier should, at no additional cost, provide HDSB transition support (e.g., setting up a Supplier's account from the HDSB's current agreement/purchasing arrangement) with minimal service disruption.

### **Warranty Coverage & Warranty Support**

All work performed by the Supplier shall be carried out in a professional and competent manner. All materials, goods, and services supplied must conform to the applicable specifications established by the HDSB, its consultant, or the manufacturer. The Supplier warrants that all materials, goods, services, and workmanship shall be free from defects and fully suitable for the intended purpose as defined by the HDSB.

All goods provided must be new, in proper working condition, free from defective materials, manufacturing flaws, and substandard workmanship, and must represent the latest available model complete with all standard manufacturer accessories.

Understanding that Products may have varying warranty terms and conditions, the Supplier shall at a minimum, provide standard Product original equipment manufacturer warranty coverage to the HDSB from the date of Product receipt at the HDSB's location. The Supplier shall register the Product for warranty and manage the OEM's warranty coverage upon delivery. All goods and/or services must be accompanied by written warranties and guarantees acceptable to the HDSB. Furthermore, any shipping costs associated with approved warranty exchanges shall be borne entirely by the Supplier at no additional cost to the HDSB.

The Supplier shall submit any special assembly, installation, care or maintenance instructions that must be followed to make a claim on the warranty directly to the HDSB upon purchase of the Product, unless directed otherwise by the HDSB.

Where a manufacturer's standard warranty applies to the Product, the Supplier shall be responsible for arranging Product exchanges and repairs. For all Products with warranty coverage, the costs of parts, labour, and shipping to and from the HDSB's location associated with repairs and/or replacement shall be at no additional cost to the HDSB.

All warranty related repairs for equipment Products shall be performed by a certified technician. Where possible, the Supplier shall complete repairs at the HDSB's location to minimize equipment downtime.

Warranty support from the Supplier to the HDSB shall include but is not limited to the following:

- a. Customer telephone support during Business Days; and,
- b. Toll-free telephone number.

## Appendix G – HDSB Prequalified Subcontractors

### ASBESTOS

Vendor Name	Contact Name	Email Address	Telephone Number
A&O Contracting Inc.	Nikhil Thilakan	anthony@aandocontracting.com	905 828 6868
All Clear Environmental	Sidnei Casimiro	sidnei@allclearenvironmental.ca susan@allclearenvironmental.ca	(519) 577-0013
Alliance Environmental & Abatement Contractors Inc.	Robert Lewis	info@allianceenvironmental.com	416-298-4500
Caliber Environmental Construction Services Inc.	James Ball	info@caliberenv.com jball@caliberenv.com mball@caliberenv.com	905 884 5500
Environmental Response Team	David Bremner	info@erthazmat.com	416-255-6745
FPR Environmental	Nelson Multari	info@asbestosmouldexperts.com nelson.multari@asbestosmouldexperts.com	1-855-868-8222
Furcon Environmental Inc.	Sherry-Lynn Proulx	sherry@furconenviro.com	905-569-8311
Gardiner Environmental Services	Brittany Gardiner	brittany@gardinerenvironmental.ca	289-808-8411
Healthy Environmental & Insulation	Henry Kwasniak	henry@healthyenvironmental.ca	289-837-0444
Highpoint Environmental Services Inc.	Wei Xu	info@highpointenv.ca	416-279-0363
I&I Construction Services Limited	Jason Ward	jward@iandi.ca	905-884-1290
McGowan Insulations Ltd.	Robert McGowan	info@mcgowan.on.cadfoley@mcgowan.on.ca	905 549 1844
QM Environmental	Mark Reinhardt	mark.reinhardt@QMenv.com	800.251.7773
Schouten Environmental	Brant Nicolson	Brant@schouten.ca	226.678.4715
Zero Environmental	Joel Van Es	info@zeroenvironmental.com	519-772-5500

### ELECTRICAL

Vendor Name	Contact Name	Email Address	Telephone Number
Arc Electrical	Susan K	susan.k@arcelectrical.ca	905-816-0234
Atlas Electric Corp.	Emre Ates	atlaselectricgta@gmail.com	289-386-3601
B-Safe Electric	Dan More	dan@b-safe.cabrian@b-safe.ca	905-872-7233
Best Electric	Gurmukh Sehmbi	gsehmbi@bestelectric.ca	416-677-3851
Black & McDonald Limited	Brian Mino	swatson@blackandmcdonald.com	905-560-3100
Brant Electric Limited	John Phelps	johnphelps@brantelectriclimited.ca info@brantelectriclimited.ca	905-634-5577
Cahill Electr Inc.	Chris Cahill	estimating@cahillelectric.ca	905-388-0515
CEC Services Ltd.	Kyle Feinstein	estimating@beswickgroup.com	905-716-3711
Dorval Electric Inc.	Pat Folino	dorvalelectric@bellnet.ca	905-845-4341
EEL Line Corporation	Majeed Wraich	majeed@eelline.ca	416-540-8894
Electrobauer Systems Limited	Michael Bauer	michaelbauer@rogers.com	416-389-6804
Elite Electrical Solutions	Amar Taneja	estimate@eliteelectrical.ca	905-789-5511
Ellisdon Facilities Services Inc. (Formerly Current Technologies Ltd.)	Don Frederickson	dfrederickson@ellisdon.com	416-240-7691
Gremar Electric Ltd.	Gennaro Di Gregorio	gennaro@gremar.ca	905-652-2641
Halton Electric	Paul Woods	office@haltonelectri.com	905-335-2104
Indcon Inc.	Nitesh Patel	indcon74@gmail.com	416-677-3303 416-803-7689
JD Electrical Services	Dave De CiantisMatthew De Ciantis	dave@jdelectric.com	416-896-6393
Kraun Electric Inc.	Kevin Krause	estimating@kraun.ca	905-684-6895
LJ Barton Mechanical Inc.	Mike Van den Heuvel	estimating@ljbarton.com	905-304-1976
Nadelec Contracting Inc.	John Nadalin	john.nadelec@gmail.com	905-875-5239
North Star Electric	Greg Harris	gharris@northstarelectric.ca	905-845-9063
Ozz Electric	Dave Burlo	estimating@ozzelectric.com	416-637-7237
PRL - Guite Electric Ltd.	Kyle Leaker	estimating@prlguite.ca	905-549-6711
R.A. Hillmer Electric Corp.	Robert Hillmer	rahillmerelectric@outlook.com	289-736-1000
Smith & Long	Vince Ambrico	vambrico@smithandlong.com	416-391-0443
Star Electrical Services Inc.	Harvinder Kahlon	info@starelectrical.ca	905-799-3883

# Halton District School Board Standard Terms & Conditions

All Suppliers to the Halton District School Board will be bound by the standard terms and conditions set forth herein, except as specifically qualified in Special Terms and Conditions, issued in connection with any RFSQ, RFQ, RFP, RFI, Tender or any other type of request issued by the HDSB soliciting pricing and/or services, whether communicated formally or informally, including via email, phone, or verbal request.

## **1. Submissions in English**

All Submissions are to be in English only. Any Submission received by HDSB that is not entirely in the English language may be disqualified.

## **2. Rules of Interpretation**

Any HDSB RFX (as defined herein) shall be interpreted according to the following provisions, unless the context requires a different meaning:

- a. Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- b. Words in the RFX shall bear their natural meaning;
- c. References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- d. Unless otherwise indicated, time periods will be strictly applied; and,
- e. The following terminology applies:
  - i. The terms “must” and “shall” relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms “must” or “shall” is used in relation the provisions of Goods and/or Services for HDSB, the term indicates a binding obligation on the party identified (e.g., ‘HDSB shall’ or ‘Supplier shall’);
  - ii. The term “should” relates to a requirement that HDSB would like the Supplier to fulfil; and,
  - iii. The term “will” describes a procedure that is intended to be followed.

## **3. Definitions**

When used in any RFSQ, RFQ, RFP, RFI, Tender, Addenda, and/or any other type of request issued by the HDSB soliciting pricing and/or services whether communicated

formally or informally, including via email, phone, or verbal request, the following words or expressions have the following meanings:

<b>Addenda/Addendum</b>	an addition/change made to a document, subsequent to its printing or publication.
<b>Agreement</b>	means an agreement to be made between the Supplier and the HDSB based on the RFX requirements and/or issuance of a Purchase Order, or other Agreement with negotiated changes, together with any and all schedules and appendices attached thereto and all other documents incorporated by reference therein, as amended from time to time by agreement between the HDSB and the Supplier.
<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>Authority</b>	means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement; and "Authorities" means all such authorities, agencies, bodies and departments.
<b>Authorized Reseller</b>	means a Person, Organization and/or Business that is authorized by the Original Equipment Manufacturer (OEM) to market, advertise, sell and distribute the Products.
<b>Best and Final Offer or "BAFO"</b>	means a process during the negotiation stage in which a Supplier or Suppliers may be invited by HDSB to submit a best and final offer on a process or in the section of the solicitation to improve on their original proposed Submission. BAFO cannot be requested by a Supplier.
<b>Bid/Submission/Proposal</b>	an offer from a Supplier in response to a request from the HDSB which is subject to acceptance or rejection.

<b>Bidder</b>	means a Supplier that submits a bid in response to a solicitation document issued by HDSB.
<b>Bid Submission</b>	means the document as completed by the Supplier 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>Board/the Board/ HDSB/the HDSB</b>	means the Halton District School Board.
<b>Business Day or Day</b>	means Monday to Friday between the hours of 8:00 a.m. to 4:00 p.m. (local time in Burlington, Ontario) unless otherwise specified or agreed to by the HDSB and the Supplier in writing, except when such a day is a public holiday, as defined in the Employment Standards Act (Ontario).
<b>Closing Date</b>	means the Solicitation’s submission date and time as set out in RFX document and may be amended from time to time in accordance with the terms of the Solicitation.
<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, Submission and the written documentation accepting the Submission (including any notice of acceptance or award).
<b>Consortium</b>	means when more than one (1) business entities (i.e., Consortium members) agree to work together and submit one (1) Submission to satisfy the requirements of the RFX. One (1) of the Consortium members shall identify itself as the Supplier and assume full responsibility and liability for the work and actions of all Consortium members.
<b>Deliverable</b>	means all Products and/or related services to be provided or performed by the Supplier, under the awarded Agreement, and includes everything that is

	necessary to be supplied, provided or delivered by the Supplier within scope of the resulting Agreement.
<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>Eligible Submission</b>	means a Submission that meets or exceeds the prescribed requirement and is determined by HDSB to be eligible in its sole discretion.
<b>Goods or Services</b>	Means any product and/or any and all labour, vehicles or equipment used by a Supplier in fulfilling an Agreement.
<b>HDSB Core List</b>	refers to a predefined list of products that are regularly purchased by the HDSB and are considered essential to its ongoing operations. This list typically includes standard or high-volume items for which pricing, availability, and service expectations are established through the procurement process.
<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>Requirement(s) or Mandatory Requirement(s)</b>	refer to the mandatory or desirable conditions, specifications, qualifications, or outcomes that a Supplier is expected to satisfy or address in order to be considered for the procurement opportunity. These may include, but are not limited to, technical specifications, service levels, experience and qualifications, deliverables, and compliance obligations as set out by the Procuring Entity.

	Mandatory Requirements are identified through the use of terms such as “mandatory,” “must,” “shall,” “required,” and/or “will.” These represent non-negotiable conditions that a Supplier must fully meet in order to proceed to the next stage of the evaluation process.
<b>Personal Information</b>	has the same definition as in subsection 2(1) of FIPPA and in subsection 2(1) of MFIPPA, that is, recorded information about an identifiable individual or that may identify an individual and includes all such information obtained by the Supplier from the HDSB or created by the Supplier pursuant to the RFX.
<b>Preferred Supplier or Preferred Suppliers</b>	means a Supplier or Suppliers that are invited into negotiations in accordance with the evaluation process set out in this RFX.
<b>Proponent</b>	means an entity that submits a Proposal in response to this RFX and, as the context suggests, refers to a potential Proponent or Supplier for the HDSB.
<b>Proposal</b>	means all documentation and information submitted by a Supplier in response to the RFX.
<b>Purchase Card or P-Card</b>	means the corporate charge cards used by the HDSB, as may be changed from time to time.
<b>Qualification Response</b>	means the information the Supplier is required to submit within its response to an RFX issued by the HDSB as part of its Submission.
<b>Rates</b>	means the maximum prices, in Canadian funds, for the Products/Services as set out in the Supplier’s submitted response to an RFX.
<b>Request for Information (RFI)</b>	means a non-binding Request for Information (RFI) issued by the HDSB, together with all associated appendices and addenda.
<b>Request for Proposal (RFP)</b>	means a Request for Proposal (RFP) issued by the HDSB for goods or services of any value, including all related appendices and addenda.

<b>Request for Quotation (RFQ)</b>	means a Request for Quotation for goods or services issued by the HDSB with a value of \$100,000 or less, including all appendices and addenda.
<b>Request for Supplier Qualification or Request for Qualification (RFSQ)</b>	means a Request for Supplier Qualification (RFSQ) issued by the HDSB, including all associated appendices and addenda, which results in the establishment of a list of pre-qualified Suppliers eligible to provide goods and/or services to the HDSB.
<b>Request for Tender (RFT)</b>	means a Request for Tender for goods or services issued by the HDSB with a value that is greater than \$100,000, including all appendices and addenda.
<b>Response</b>	means the complete set of documents and information submitted by a Supplier in reply to a procurement solicitation issued by the HDSB (such as an RFP, RFQ, RFT, or RFI), in accordance with the instructions, requirements, and deadlines specified in the RFX documents.
<b>RFX Document/RFX</b>	refers to any Request for Quotation (RFQ), Request for Tender (RFT), Request for Proposal (RFP), Request for Information (RFI), Request for Supplier Qualification (RFSQ), or any other type of request issued by the HDSB soliciting pricing and/or services, whether communicated formally or informally, including via email, phone, or verbal request.
<b>Specifications</b>	means the stated requirements for the Goods and/or Services set out in the RFX or any other type of request issued by the HDSB.
<b>Subcontractor</b>	includes the Supplier's subcontractors or third-party providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Agreement as mutually agreed upon by the HDSB.
<b>Supplier</b>	means a person or group of persons that provides or could provide goods or services to the HDSB as part of an Agreement with the HDSB.

<b>Term</b>	the period of time for which the Agreement resulting from the RFX process will be in effect including an initial term and possible extension options.
<b>Unfair Advantage</b>	means any conduct, direct or indirect, by a Supplier that may result in gaining an unfair advantage over other Suppliers, including, but not limited to: <ul style="list-style-type: none"> <li>a. possessing, or having access to, information in the preparation of its Submission that is confidential to the HDSB and which is not available to other Suppliers;</li> <li>b. communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFX process; or,</li> <li>c. engaging in conduct that compromises or could be seen to compromise the integrity of the RFX process and result in any unfairness.</li> </ul>
<b>Vendor</b>	means an individual, company, or organization that sells or offers to sell goods or services to the HDSB. A vendor may be a current Supplier, a Bidder, or a potential Supplier.
<b>Work</b>	means the Work to be undertaken by the Supplier pursuant to the provisions of the Agreement.

**4. Supplier’s Costs**

The Supplier will bear all costs and expenses incurred relating to any aspect of its participation in an RFX process, including all costs and expenses relating to the Supplier’s participation in:

- a. The preparation and submission of its Response;
- b. The Supplier’s attendance at any meeting related to the RFX process, including any presentation or interview in relation to the RFX process;
- c. The conduct of any due diligence on the Supplier’s part, including any information gathering activity;
- d. The preparation of the Supplier’s own questions prior to the deadline for questions; and,
- e. Any discussion and/or finalization, if any, in respect of the Agreement.

## **5. Procurement Process Non-Binding**

All RFX processes are non-binding, and are not intended to create, and shall not create, a formal legally binding procurement process, and shall not give rise to the legal rights or duties applied to a formal legally binding procurement process. This procurement process shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a. An RFX shall not give rise to any contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- b. Neither the Supplier nor HDSB shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of an Agreement, failure to award an Agreement or failure to honour a response to an RFX.

## **6. Non-Binding Rates**

While Rates will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation and ranking of Submissions. Any inaccurate, misleading, or incomplete information, including withdrawn or altered Rates, could adversely impact any such evaluation, ranking, or Agreement award.

## **7. The Ontario Broader Public Sector Procurement Directive (BPS)**

The HDSB follows the Ontario Broader Public Sector Procurement Directive.

The Procurement Directive is available here: [Broader Public Sector Procurement Directive](#).

## **8. Trade Agreements**

HDSB procurements are undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement ("CFTA"), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA"), and within the scope of the Trade and Cooperation Agreement between Quebec and Ontario and are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of the applicable RFX.

## **9. Competition Act**

Under Canadian law, a Submission must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home>.

## **10. Financial Administration Act Section 28**

The HDSB follows the Financial Administration Act (“FAA”). In accordance with the requirements of the Financial Administration Act (“FAA”), notwithstanding anything else in the Agreement, or in any other agreement between the HDSB and the Supplier executed to carry out the Products and/or Services provided for herein, the remedies, recourse or rights of the Supplier shall be limited to the HDSB and to the right, title and interest owned by the HDSB in and to all of its real or personal property, whether now existing or hereinafter arising or acquired from time to time.

For additional information, the Financial Administration Act is available here: [Financial Administration Act](#).

## **11. Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”)**

The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56 applies to information provided by the Supplier. A Supplier should identify any information in its Submission, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the HDSB. The confidentiality of such information will be maintained by the HDSB, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Submission, including any Personal Information requested in an RFX, the Supplier agrees to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

Additionally:

- a. The Supplier acknowledges and agrees that the HDSB is subject to MFIPPA. The Supplier further expressly acknowledges and agrees that, upon the acceptance of a successful Submission and conclusion of this process (including execution and delivery of a Contract or Agreement between the HDSB and the successful Supplier), 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 the HDSB, shall be subject to release in its entirety without redaction.
- b. Notwithstanding paragraph (a) above, the Supplier and the HDSB acknowledge and agree that the information listed below is considered to be supplied by the Supplier to the HDSB in confidence:
  - i. For Services: Hourly rates/fees and information from which such rates/fees could be reasonably deduced.
  - ii. For Goods: Unit costs and information from which such unit costs could be reasonably deduced.

- c. Notwithstanding the foregoing, the Supplier 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 Supplier, who shall bear all costs, legal or otherwise, with respect to any objection the Supplier may have in respect of the release of any or all parts of the Submission pursuant to MFIPPA.

### ***12. 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 Supplier 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>

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

It is vital to the HDSB that the process leading to the recommendation of a Supplier, the execution of, and the conclusion of an Agreement for the provision of services be, and be seen to be, open and fair and that each of the potential Suppliers is treated equally.

No Supplier can be seen to be deriving, intentionally or otherwise, an advantage or information, which is not equally available to all other Suppliers. 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 Suppliers responding to this RFX and the HDSB should be between only the representative(s) of the HDSB who has been authorized and designated for that particular purpose. Suppliers must not rely on information from any other source.

Unless otherwise specified in the applicable RFX documents or the final agreement entered into between the HDSB and the successful Supplier(s), Responses shall be for a stipulated sum without escalator clauses or other qualifications (when applicable). Suppliers submitting a bid with escalator clauses or other qualifications that are not in accordance with the terms and conditions of the applicable RFX may have their bid rejected.

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

In addition to any other express rights or any other rights, which may be, implied in the circumstances, HDSB reserves the right to:

- a. make public the names of any or all Suppliers;
- b. request written clarification or the submission of supplementary written information from any Supplier and HDSB may incorporate such clarification or supplementary written information, if accepted, into the Submission, at HDSB's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Supplier to correct errors in its Submission or to change or enhance the Submission in any material manner;
- c. waive formalities and accept Submissions that substantially comply with the requirements of this RFX;
- d. verify with any Supplier or with a third party any information set out in a Submission;
- e. check references other than those provided by the Supplier;
- f. assess a Supplier's Submission on the basis of 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);
- g. assess information provided by references;
- h. assess the information provided by a Supplier pursuant to the HDSB exercising its clarification rights under this RFX process;
- i. disqualify a Supplier that has experienced bankruptcy or insolvency;
- j. disqualify a Supplier that makes and/or has made false declarations;
- k. disqualify a Supplier who has experienced significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
- l. disqualify a Supplier who has received final judgments in respect of serious crimes or other serious offence;
- m. disqualify a Supplier or rescind an Agreement subsequently entered if a Supplier has participated in, or appears to have participated in professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Supplier;

- n. disqualify a Supplier or rescind an Agreement subsequently entered if the Supplier's Submission contains misrepresentations or any other inaccurate, misleading or incomplete information;
- o. disqualify any Supplier whose Submission is determined by HDSB to be non-compliant with the requirements of this RFX;
- p. disqualify a Submission based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Supplier has or the principals of a Supplier have previously breached an agreement with HDSB, or has otherwise failed to perform such agreement to the reasonable satisfaction of HDSB;
- q. disqualify any Supplier, who, in relation to this RFX or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier;
- r. disqualify any Supplier or the Submission of any Supplier who has engaged in conduct prohibited by this RFX;
- s. disqualify a Supplier for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by the HDSB and at any time;
- t. make changes, including substantial changes, to this RFX, provided that those changes are issued by way of addenda in the manner set out in this RFX;
- u. select any Supplier other than the Supplier whose bid reflects the lowest cost to the HDSB;
- v. review all Suppliers utilizing the HDSB Vendor Performance Management Administrative Procedure, which can include suspension of Suppliers 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)

- w. Award to one or more Supplier according to HDSB requirements;
- x. Cancel this RFX process at any stage without liability and issue a new RFX for the same or similar requirements, including where:
  - a. HDSB determines it would be in the best interest of HDSB not to award an Agreement;
  - b. the Submission prices exceed the bid prices received by HDSB for Products or Services acquired of a similar nature and previously done work;
  - c. the Submission prices exceed the costs HDSB would incur by doing the work, or most of the work, with its own resources;
  - d. the Submission prices exceed the funds available for the Products or Services, or,
  - e. the funding for the acquisition of the proposed Products or Services has been revoked, modified, or has not been approved.

and where HDSB cancels this RFX, HDSB may do so without providing reasons, and HDSB may thereafter issue a new RFX, sole source, or do nothing;

- x. accept any Submission in whole or in part;
- y. reject any or all Submissions in HDSB's absolute discretion, including where a Supplier has launched legal proceedings against HDSB or is otherwise engaged in a dispute with HDSB;
- z. accept or reject a Submission if only one (1) Submission is submitted;
- aa. reject a Subcontractor proposed by a Supplier;
- bb. discuss with any Supplier different or additional terms to those contained in this RFX or in any Submission;
- cc. disqualify a Supplier who has been charged or convicted of an offence in respect of an agreement with HDSB, or who has, in the opinion of HDSB, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of HDSB, or where the Supplier reveals a Conflict of Interest or Unfair Advantage in its Submission or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of HDSB;
- dd. disqualify any Submission of any Supplier who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFX, including where there is any evidence that the Supplier or any of its employees or agents colluded with any other Supplier, its employees or agents in the preparation of the Submission;
- ee. if HDSB receives a Submission from a Supplier with Rates that are abnormally lower than the Rates in other Submissions, HDSB may verify with the Supplier that the Submission satisfies the conditions for participation and is capable of fulfilling the Agreement;
- ff. to limit the number of pre-qualified Suppliers eligible to submit Submissions for any future projects. HDSB shall not be obligated to provide all pre-qualified Suppliers with the same opportunity to bid on all future projects within each stated category; and
- gg. consider other relevant information that arises during this RFX process.

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

By participating in this RFX, Suppliers acknowledge that there is no guarantee that a Supplier will receive any assignments, work or projects and that there is no expectation

that any specified number of projects will be made available during a pre-qualification or agreement term.

The successful Supplier 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 Agreement. The successful Supplier shall maintain and retain all records and other documents related to a Submission, any purchase order, and/or any Agreement 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.

### ***15. Litigation with the HDSB***

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

- (a) is or has in the past ten (10) years been a party to litigation with the HDSB;
- (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 ten (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 ten (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 ten (10) years been in litigation with the HDSB.

For the purposes hereof, the phrase “litigation with the HDSB” includes cases in which the Supplier or prospective Supplier 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 Supplier’s ability to work with the HDSB, its consultants and representatives, and whether the HDSB’s experience with the Supplier, 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 or Agreement if it is awarded to the Supplier.

## **16. No Liability**

The Supplier agrees that:

- a. any action or proceeding relating to this RFX process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Supplier irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- b. it irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFX process on any jurisdictional basis; and,
- c. it shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFX.

The Supplier further agrees that if the HDSB commits a material breach of HDSB's obligations pursuant to this RFX, HDSB's liability to the Supplier, and the aggregate amount of damages recoverable against HDSB for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of HDSB, shall be no greater than the Submission preparation costs that the Supplier seeking damages from HDSB can demonstrate.

In no event shall HDSB be liable to the Supplier for any breach of HDSB's obligations pursuant to this RFX, which does not constitute a material breach thereof. The Supplier acknowledges and agrees that the provisions of the Broader Public Sector Accountability Act, 2010 shall apply notwithstanding anything contained herein.

## **17. Irrevocability**

Unless otherwise indicated, the Submission will be open for acceptance by the HDSB and irrevocable by the Supplier for a period of one hundred and twenty (120) calendar days from the Closing Date.

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

The HDSB reserves the right to accept or reject any Submission, in whole or in part, and to waive any informalities, irregularities, or omissions, if, in its sole discretion, it is deemed to be in the best interest of the HDSB to do so.

The HDSB further reserves the right to enter into negotiations with any Supplier, at its sole discretion, including the right to negotiate concurrently with more than one Supplier. No liability shall accrue to the HDSB by reason of such negotiations or any resulting decision.

The selected Supplier(s) shall execute an Agreement or Purchase Order, including any negotiated amendments, and fulfill any other applicable conditions of this RFX within a timeframe mutually agreed upon by the parties. This provision is for the sole benefit of the HDSB and may be waived in whole or in part at the HDSB's sole discretion.

If the Supplier or Suppliers and HDSB cannot execute an Agreement within the mutually agreed upon timeframe, HDSB will be at liberty to:

1. extend the timeline;
2. request the Supplier or Suppliers to submit its Best and Final Offer;
3. terminate discussions/negotiations with the Supplier or Suppliers;
4. exclude the Supplier or Suppliers from further consideration and begin discussions with the next highest scoring Supplier or Suppliers without becoming obligated to offer to negotiate with all potential Suppliers;
5. publish one (1) or some of the Suppliers, who have executed Agreements; or,
6. exercise any other applicable right set out in this RFX including, but not limited to, cancelling the RFX and issuing a new RFX for the same or similar Products or Services.

The HDSB may, prior to and after Award, negotiate changes to the specifications, the type of materials or any conditions with the successful Supplier or with one or more of the Suppliers without having any duty or obligation to advise any other Supplier 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 Supplier as a result of such negotiations or modifications. HDSB may also cancel this RFX in the event the Supplier fails to obtain any of the permits, licences, and approvals required pursuant to this RFX.

### ***19. Right to Amend or Withdraw Submission***

A Supplier may withdraw or edit its Submission by submitting a request to the Purchasing Representative via email or through the Online Bidding System prior to the closing date and closing time. If the Supplier wishes to re-submit a Bid, the Supplier is solely responsible to:

- a. make any required adjustments to their Submission;
- b. acknowledge the addendum/addenda; and
- c. ensure the re-submitted Bid is received by the HDSB's Purchasing Representative or the Online Bidding System no later than the closing date and closing time.

Suppliers must submit a written request to withdraw a Submission after the Closing Date via email to the HDSB Purchasing Representative. Any Supplier who withdraws a Submission 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)

## ***20. Acceptance of RFX***

By submitting a response, the Supplier acknowledges and agrees to the terms and conditions outlined in the RFX, as well as all statements, terms, and conditions included in its own submission.

Each RFX and all Appendices thereto form an integral part of each such RFX. All provisions set forth in the RFX are considered accepted by each Supplier and are deemed to form part of every submission.

## ***21. Submissions Will Not Be Opened Publicly***

Suppliers are advised that there will not be a public opening of any HDSB RFX. HDSB will open Submissions at a time subsequent to the Closing Date.

## ***22. Supplier's Submission***

By submitting a Submission, the Supplier confirms that all components required to use and/or manage the Products/Services have been identified in its Submission and/or will be provided to HDSB at no additional cost. Any requirement that may be identified by the Supplier after the Closing Date or subsequent to signing an Agreement or the issuance of a Purchase Order shall be provided to the HDSB at the Supplier's expense.

All correspondence, documentation, and information provided in response to or because of this RFX may be reproduced for the purposes of evaluating the Submission. If a portion of a Submission is to be held confidential, such provisions must be clearly identified in the Submission. HDSB may in its sole and absolute discretion, reject Submissions that are not substantially compliant with the RFX.

## ***23. Clarification of Submissions***

HDSB shall have the right at any time after the Closing Date to seek clarification from any Supplier in respect of the Submission, without contacting any other Supplier.

HDSB will exercise this right in a similar manner for all Suppliers.

Any clarification sought shall not be an opportunity for the Supplier to either correct errors or to change its Submission in any substantive manner. Subject to the qualification in this provision, any written information received by HDSB from a Supplier

in response to a request for clarification from HDSB may be considered, if accepted, to form an integral part of the Submission.

HDSB shall not be obliged to seek clarification of any aspect of any Submission.

#### ***24. Verification of Information***

HDSB shall have the right, in its sole discretion, to:

- a. Verify any Supplier's statement or claim made in its Submission or made subsequently in a clarification, or discussion by whatever means HDSB may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Supplier statement or claim, if such statement or claim or its Submission is patently unwarranted or is questionable, which may result in changes to the scores for the Supplier's Technical Response; and,
- b. Access the Supplier's premises where any part of the work is to be carried out to confirm Submission information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Supplier and HDSB shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. HDSB and the Supplier shall each bear its own costs in connection with access to each other's premises. The Supplier shall cooperate in the verification of information and is deemed to consent to HDSB verifying such information, including references.

#### ***25. Irregularities and Errors in Submitted Pricing***

In the event of an inconsistency or mathematical error between the unit price and an extended price based on estimated quantity, the unit price prevails and the extended price shall be corrected accordingly.

Additionally, the HDSB reserves the right to seek clarification from any Supplier in the event that the pricing submitted appears to be abnormally low in relation to the Deliverables or the marketplace. The Supplier shall provide, upon request, written clarification or additional information to demonstrate that the pricing is sustainable and reflective of a full understanding of the requirements.

If the Supplier fails to provide satisfactory clarification within the time specified by the HDSB, or if, in the sole opinion of the HDSB, the pricing is determined to be unrealistic, unsustainable, or indicative of an error or misunderstanding, the HDSB may reject the Submission and disqualify the Supplier from further consideration.

This right is in addition to and does not limit any other rights of the HDSB under the RFX or applicable procurement policies.

## **26. Breaking a Tie**

In the event of a tie in the final scores, the contract may be awarded to the Supplier that provides the best overall value, as determined by the HDSB in its sole discretion.

## **27. Award**

### Building Ontario Business Initiative Act (BOBI):

A link to the Building Ontario Business Initiative Act (BOBI) can be found here: [Building Ontario Business Initiative](#).

The Government of Ontario is committed to supporting Ontario businesses and intends to create a level playing field that reduces barriers and provides them with greater access to procurement opportunities with public sector entities, contributing to their growth to build their competitiveness for the global market. Under the Building Ontario Businesses Initiative Act, 2022, public sector entities (School Boards) are required to give preference to Ontario businesses, in accordance with the regulations of the Act, when conducting procurement processes for prescribed goods and services at the value of which are under the prescribed threshold amounts.

### Procurement Restriction Policy

A link to the Procurement Restriction Policy can be found here: [Procurement Restriction Policy](#).

The Supplier must not be a U.S. business, where 'U.S. business' means a supplier, manufacturer, or distributor of any business structure (including a sole proprietorship, partnership, corporation, or other business structure) that:

- a. has its headquarters or main office located in the U.S., and
- b. has fewer than 250 full time employees in Canada.

If a Supplier is a subsidiary of another corporation, part a of the definition above is met if that Supplier is controlled by a corporation that has its headquarters or main office located in the U.S. A Supplier's eligibility must be demonstrated before a Submission may be accepted via the completion of an attestation provided by HDSB within the RFX document.

Any final award will be based on (but not limited to) the initiatives listed above and /or the best value for money and quality service delivery from a Supplier 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 Agreement based on reputation, references, performance on previous

agreements and/or 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.

### ***28. Priority of Documents***

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFX and the Appendices, the RFX shall prevail over the Appendices during the RFX process.

### ***29. Agreement***

If an Agreement is subsequently negotiated and awarded to a Supplier or Suppliers as a result of this RFX process, the Agreement may commence upon:

- a. signature by the duly authorized representatives of the HDSB and the Supplier(s);
- b. issuance of a Purchase Order by the HDSB to the Supplier(s); or,
- c. signature of a Letter of Intent or Award Letter by the duly authorized representatives of HDSB and the Supplier(s) and receipt of any requested documentation (i.e. Bonds, Insurance, WSIB, etc.).

### ***30. Failure to Execute an Agreement***

Upon successful completion of the negotiation process, and in accordance with the evaluation methodology set out in this RFX, the selected Supplier(s) will be provided a mutually agreed-upon timeframe to execute a formal Agreement, unless otherwise directed by the HDSB.

If the Supplier(s) fail to execute the Agreement within the specified timeframe, the HDSB reserves the right to withdraw its invitation to finalize the Agreement. For clarity, and in accordance with the rules of the procurement process, no legally binding relationship shall exist between the HDSB and any Supplier unless and until a written Agreement is fully executed or a Purchase Order is formally issued by the HDSB.

### ***31. Submission Acceptance***

Neither the lowest-priced Submission nor any Submission is required to be accepted. While price is an evaluation criterion, other evaluation criteria as set out in the RFX will form a part of the evaluation process.

### **32. Notification to Other Suppliers**

Once an Agreement, Purchase Order, Letter of Intent or Award Letter is executed, other Suppliers will be notified directly in writing via the Online Bidding System or via email of the outcome of the procurement process and the award of the contract.

### **33. Debrief Summary**

Any Supplier may request a debrief within thirty (30) days of the notification of award. The intent of the debrief summary is to aid the Supplier in presenting a better submission in subsequent procurement opportunities. Any debrief summary provided is not for the purpose of providing an opportunity to challenge the procurement process.

### **34. Dispute Resolution**

In the event that a Supplier wishes to review the decision of the HDSB in respect of any material aspect of the RFX process, and subject to having attended a debriefing, the Supplier shall submit a protest in writing to the HDSB Purchasing Contact ten (10) calendar days from such a debriefing.

Any request that is not received in a timely manner will not be considered, and the Supplier 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;
- e. The Supplier's arguments and supporting documentation; and,
- f. The Supplier's requested remedy.

For the purpose of a protest, the HDSB will review and address any protest in a timely and appropriate manner. The HDSB will engage an independent and impartial third party should the need arise.

### **35. Disclaimer of Representations and Liabilities**

- a. The information provided in this RFX document or otherwise by the HDSB in any connection with this RFX, is provided on an "as is" basis, with no representations, warranties or covenants, implied or express, concerning the nature or the quality of such information, including without limitation its

completeness, accuracy, currency, reliability, authenticity or the HDSB's rights to disclose any such information.

- b. All information provided in this RFX document is based on the HDSB's knowledge and intent as of the date this RFX is issued and may change during the course of the RFX process. The Supplier accepts and acknowledges its duty to investigate and conduct due diligence enquiries into the subject matter and circumstances of this RFX.
- c. The HDSB and its officers, employees, agents, consultants, and advisors shall not be liable or responsible in respect of any aspect of this RFX, or for any oral or written information, or any advice, or any incompleteness, errors or omissions in this RFX document or information disclosed or otherwise provided to the Supplier under this RFX and all of the foregoing, in respect of which Supplier shall assume all risk.

### ***36. No Guarantee of Volume of Work or Exclusivity***

The HDSB makes no representation, warranty or guarantee as to the accuracy or comprehensiveness or exhaustiveness of the information contained in an RFX or issued by way of addenda. Any data contained in an RFX or provided by way of addenda are estimates only and are for the sole purpose of indicating to Suppliers the general size or scope of the work.

Nothing in any HDSB request for Goods and/or Services is intended to relieve the Supplier from forming its own opinions and conclusions with respect to the matters addressed in any HDSB request for Goods and/or Services. It is the Supplier's responsibility to avail itself of all the necessary information to prepare a submission in response to an RFX.

The HDSB makes no guarantee of the value or volume of work to be assigned to the Supplier and any award executed to a Supplier may not be an exclusive award for the provision of the Agreement. The HDSB may contract with others for the same or similar Goods and/or Services to those described in any HDSB Agreement.

### ***37. No Publicity or Promotion***

No Supplier shall make any public announcement or distribute any literature regarding this RFX or otherwise promote itself in connection with this RFX or any arrangement entered into under this RFX without the prior written approval of HDSB.

In the event that a Supplier makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFX, HDSB may take reasonable steps, including disclosing information about a Submission, to provide accurate information or correct any false impression.

### **38. Conflict of Interest**

Conflict of Interest includes, but is not limited to, any situation or circumstance where:

- a. in relation to the RFX process, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
  - i. having or having access to information in the preparation of its Submission that is confidential to HDSB and not available to other Suppliers;
  - ii. communicating with any person with a view to influencing preferred treatment in the RFX process; or
  - iii. engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFX process and render that process non-competitive and unfair; or,
- b. in relation to the performance of its contractual obligations in an HDSB agreement, the Supplier's other commitments, relationships or financial interests:
  - i. could or could reasonably be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
  - ii. could or could reasonably be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

The Supplier 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 upon giving notice to the Supplier where:

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

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

### **39. Criminal Record and Judicial Matters Checks**

The Service Provider represents and warrants that all employees, contractors, or agents attending a school site or interacting with pupils shall comply with the Education Act and its regulations, specifically regarding the collection of personal information and criminal background checks. To ensure compliance with HDSB standards, the Service Provider shall obtain and maintain, at its own expense, the required level of police record check—including a Vulnerable Sector Check where applicable—covering offences under the Criminal Code, the Narcotics Control Act, and the RCMP’s automated retrieval system. This requirement applies to any personnel who may have regular direct contact with students or access to sensitive student information, as determined by the HDSB’s sole discretion.

Furthermore, the Service Provider must provide an Offence Declaration in an approved form and immediately notify the HDSB if any personnel are charged with or convicted of a Criminal Code offence. The HDSB reserves the right to require the immediate removal and replacement of any individual who fails to satisfy these screening requirements.

The Service Provider agrees to indemnify and hold the HDSB harmless from any claims, liabilities, or penalties resulting from a failure to provide these clearances. Should the Service Provider fail to deliver the necessary documentation, the HDSB maintains the right to terminate the agreement effectively and without prejudice to other legal remedies.

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

The successful Supplier shall exercise due care and caution when operating motorized vehicles on school property, particularly during times when students are entering or exiting the school building, or are present outside on school grounds or adjacent areas, including recess, lunch periods, and before or after the school day.

Additionally, while on HDSB property, drivers must turn off their vehicles and remove the keys during any stop. Vehicles must never be left idling while unattended, nor parked in designated accessible parking spaces. Vehicles should be locked when left unsupervised. The Halton District School Board (HDSB) assumes no responsibility for any theft of, or theft from, vehicles operated by the successful Supplier.

Asphalt play areas around the exterior of the school building are not constructed to handle heavy vehicles. Suppliers 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.

#### **41. Confidential Information**

For the purposes of this RFX, “Confidential Information” refers to any information, whether or not expressly identified as confidential, that is disclosed by the HDSB and is relevant to the Deliverables, pricing, or evaluation process. This includes, but is not limited to, information relating to the business, operations, or affairs of HDSB or its directors, governors, trustees, officers, or employees, and:

- is marked or otherwise identified as confidential when provided in written or tangible form; or
- is disclosed orally and subsequently confirmed in writing as confidential.

For greater certainty, Confidential Information includes:

- any new information derived from such Confidential Information, whether developed by HDSB, the Supplier, or any third party;
- all information, including Personal Information, that HDSB is obligated or permitted to withhold under provincial or federal legislation; and
- any pricing or financial information submitted or received as part of the RFX process.

Confidential Information does not include information that:

- becomes publicly available through no fault or breach of the Supplier;
- is lawfully obtained from a third party without any obligation of confidentiality;
- was already in the Supplier’s lawful possession prior to disclosure by HDSB, as demonstrated through written records; or
- is independently developed by the Supplier without reference to the Confidential Information.

For clarity, these exclusions shall not affect the definition or treatment of Personal Information as governed by applicable law or the terms of the Contract.

#### **42. Confidential Information of the Supplier**

Except as otherwise provided in this RFX or as required by applicable law, the HDSB will treat all Submissions and any information obtained during the RFX process as confidential. This obligation does not extend to information that becomes publicly available through no fault of HDSB and not as a result of HDSB’s disclosure.

HDSB and its representatives or agents are under no obligation to enter into a separate confidentiality agreement at any stage of the RFX process.

Should a Supplier decline to participate in any required stage of the RFX process due to HDSB's refusal to sign a confidentiality agreement, the Supplier will forfeit any evaluation points associated with that stage.

#### ***43. Treatment of Personal Information***

a. Submission of Personal Information

Suppliers should not include any personal information relating to the qualifications or experience of individuals proposed to provide the Products or Services unless such information is specifically requested by HDSB. In cases where such information is requested, HDSB will retain it for a minimum of seven (7) years from the date of collection and will handle it in accordance with this section.

b. Use of Personal Information

Any personal information, as defined under the Personal Information Protection and Electronic Documents Act (PIPEDA), provided at the request of HDSB will be used solely for the purpose of evaluating and selecting qualified individuals to deliver the Products or Services and for confirming that the work performed aligns with their stated qualifications.

c. Consent

It is the Supplier's responsibility to obtain all necessary consents from the individuals whose personal information is being provided to HDSB. By submitting such information, the Supplier confirms that appropriate consent has been obtained for HDSB to collect, use, and disclose the information for the purposes described above.

#### ***44. Non-Disclosure Agreement***

The HDSB reserves the right to require any Supplier to enter into a non-disclosure agreement, privacy agreement, and/or any other agreement relating to confidentiality or the protection of personal or sensitive information, in a form satisfactory to the HDSB.

#### ***45. Proof of WSIB Coverage***

If the Supplier is subject to the Workplace Safety and Insurance Act ("WSIA") or the Workplace Safety and Insurance Amendment Act, 2008 ("WSIAA"), the Supplier 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 Supplier shall, from time to time during the term of the Agreement and at the request of the HDSB, provide additional WSIB clearance certificates.

The Supplier 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 Agreement, 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 Agreement 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 Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Agreement together with all costs incurred by the HDSB in connection therewith.

#### **46. Ownership**

The Submission, along with all correspondence, documentation and information provided to the HDSB by any Supplier in connection with or arising out of the Submission, once received by the HDSB, shall become the property of the HDSB and will not be returned to the Supplier, and may be appended to any Agreement and/or purchase order with the successful Supplier.

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

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

Where a Supplier 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 Agreement, neither the acceptance of the Submission nor the execution of the Agreement by the HDSB shall be considered an approval by the HDSB for the Supplier 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 RFX must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited by the Standards Council of Canada and bearing the organization's certification mark 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.

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

This document is being issued by the HDSB to meet the HDSB's requirements. The successful Supplier acknowledges that the Provincial Government encourages cooperative procurement initiatives by HDSB. Suppliers shall indicate when asked 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, subject to HDSB agreeing to receive the Submission in confidence on the understanding that the Submission contains financial, commercial, technical and other sensitive information of the Supplier.

The Supplier 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 Supplier.

#### **49. Rates**

The proposed Product and/or Service Rates shall be firm Rates for the entire term of the Agreement and shall be Rates per Category as detailed below:

- a. Minimum percentage discount off Supplier's Published Canadian Price;
- b. Maximum net Rates per service, for related Services;
- c. In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, travel and carriage, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs and all other overhead, office support, profit, licenses including any fees or other charges required by law; and,
- d. Exclusive of the HST, or other similar taxes.

The Supplier may, however, lower its Rates and/or increase the minimum percentage discount off Supplier's Canadian List Price for specific Products and/or Related Services when the HDSB and Supplier mutually agree without affecting the Rates in the Agreement.

In extenuating circumstances, HDSB may consider a Rate adjustment substantially affecting the provision of Products and/or Related Services resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any such request from the Supplier must be accompanied and supported by documentation deemed appropriate by HDSB. HDSB may use a third-party index (e.g. Consumer Price Index ("CPI")) in its Rates review. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Products and/or Services in this Agreement. HDSB will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

The Supplier shall ensure that both the product offerings and their pricing – including Supplier's published Canadian list prices, the percentage (%) discount, and the discounted prices after the percentage (%) discount is applied/ Net Rates – are easily

accessible and visible to HDSB throughout the term of the agreement on the Supplier's online ordering platforms.

### ***50. Environmental, Social, Governance, Ethical and Sustainability Considerations***

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

The Supplier shall possess and provide information, if requested by HDSB, related to its robust Environmental, Social and Governance ("ESG") business framework. The Supplier shall collaborate and support the HDSB to align with their ESG framework as it relates to currently available ESG processes, products/equipment, technologies and/or sustainable initiatives.

Wherever practical and without compromising quality, Suppliers are to promote:

- a. Environmental design principles as required by the HDSB (e.g., environmental sustainability, data security and privacy, lean construction practices, waste management, decarbonization, indoor air quality, comfort);
- b. Sustainable social design principles as required by HDSB (e.g., social equity and equality, diversity, inclusive, accessibility, economic, and cultural impacts that achieve overarching HDSB goals that help shape healthy, diverse and inclusive environments); and,
- c. Governance practices to enhance positive impact to the HDSB (e.g., corporate oversight, risk management, staff retention and management, and leadership).

The Supplier shall keep HDSB informed about social procurement processes. Throughout the Term of the Agreement, HDSB may consult with the Supplier to assess ESG commitments.

### ***51. Health and Safety***

Suppliers must comply with the Occupational Health and Safety Act (OHSA) and all applicable regulations. Suppliers and their employees must have completed health and safety training relevant to their trade or scope of work. Upon request, proof of such training must be provided to the Halton District School Board (HDSB). Suppliers are also responsible for ensuring that all subcontractors, where permitted by HDSB, meet these same requirements. HDSB reserves the right to request documentation verifying health and safety training at any time.

All Suppliers must adhere to applicable HDSB policies, programs, and procedures while present on HDSB property. Suppliers are required to sign in upon arrival at HDSB facilities and sign out upon departure, both before and after conducting any work on site.

Suppliers will be held accountable for any fines or violations of legislation incurred by the HDSB as a result of the Supplier's actions or omissions.

## **52. Governing Law**

The terms and conditions:

- a. are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- b. are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and,
- c. are to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.