



DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

40 Matheson Blvd. West, Mississauga, ON L5R 1C5

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Procurement Terms and Conditions

Bids are invited for the supply and/or installation of materials, equipment and services as per the attached specifications. All Bids submitted become the property of the Board, and are subject to the Municipal Freedom of Information and Protection of Privacy Act.

1. Bids must be completed on the forms provided in the Board's bidding system. Bids not completed as requested may be rejected by the Board acting in its absolute discretion.
2. Alternative products of equal quality may be considered (unless otherwise specified), provided that full specifications for these alternatives are included with the bid as well as references to verify your opinion, and taking into consideration end use costs.
3. The Board shall not be obligated to accept the lowest, or any, bid in whole or in part thereof and reserves the right to re-bid or cancel the project in its entirety.
4. Where applicable, Harmonized Sales Tax must be shown separately as extra in accordance with Canadian and Provincial Government regulations. Please specify when prices are quoted under Tariff Item 696.
5. The life of this contract shall be as specified in the price protection section.
6. Bid prices shall remain in effect for the duration of the contract period. However, any decrease in prices must be provided to the Board immediately.
7. Electrical equipment on this bid must be C.S.A. and/or Ontario Hydro approved prior to delivery.
8. The bidder shall have satisfactorily fulfilled all relevant obligations as required under the Terms and Conditions of any previous award including, without limitation, the provision of goods and/or services for the entire term of the contract awarded, in order to be considered as an acceptable bidder.
9. Samples, when requested, should be forwarded to an area designated by the Buyer, clearly marked with the name of the bidder and the item number to which it refers. All samples become the property of the Board.
10. The Board will not be responsible for the loss of any samples, nor will the Board be responsible for any damage to samples, including damage incurred while testing same.
11. Warranties shall become effective the day school commences, or when equipment is placed in use.
12. Unless otherwise stated, all shipments are to be DELIVERED PREPAID F.O.B. DESTINATION.
13. Any material received in a damaged condition must be replaced immediately by the vendor. The Board will not bear any portion of the cost of such replacement.
14. Any material and/or work ordered which, in the opinion of the purchaser, does not completely fulfill the specifications, or is not as sample previously submitted, must be removed at the expense of the vendor and be replaced immediately with the material and/or work which fulfills the specifications or sample quality.
15. The laws of the Province of Ontario shall govern in any dispute occasioned through the performance or non-performance and/or workmanship from this bid.
16. The vendor shall indemnify and save harmless the Board, its officers and employees from and against all claims relating to labour and/or materials furnished as a result of this bid.
17. No order will be recognized unless issued on the Board's official Purchase Order, duly signed by the Supply Chain Manager or a Buyer.
18. If the requested delivery schedule cannot be met, the Board reserves the right to cancel the order.
19. This bid will be accepted or rejected by the Board within one hundred and twenty (120) days of the closing date of the bid, unless otherwise specified.
20. Payment will be made only to the vendor with whom an order is placed.
21. The validity and interpretation of this bid, and of each clause and part thereof, shall be governed by the laws of the Province of Ontario. In addition, the requirements outlined in the Board's Supply Chain Management Policy/Regulation and Procedures, Policy 5.30 shall apply for all procurement processes conducted to secure goods and services as defined therein.
22. In the event of a discrepancy in the price, the unit bid price shall govern.
23. Bids not conforming to these conditions may be disqualified on the basis of ambiguity at the sole discretion of the Board.
24. The vendor declares that the bid is not made in connection with any other vendor submitting an offer for the same goods or services, and is in all respects fair and without collusion or fraud.
25. Alternate terms or conditions submitted by the vendor shall be considered NOT APPLICABLE.
26. Any quantities indicated are estimates only and the Board is merely providing a usage established over the past year. The quantities are furnished without any liability to the Board.

27. In all cases of misunderstanding and disputes, verbal arrangements will not be considered, but the bidder(s) must produce written authority in support of their contentions, and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the Board or in prosecuting any claim against the Board.
28. It is the responsibility of the bidder to obtain clarifications before submitting the bid (i.e. any facts or conditions) which in any way conflict with the spirit of the bid documents.
29. In the event of Bankruptcy or Receivership by the Bidder, the Board reserves the right to cancel the contract.
30. Should the Board fail to appropriate funds to enable continued payment of multi-year contracts/purchase orders, the Board may cancel the contract without termination charges, provided the successful bidder(s) receive thirty (30) days written notice of such termination from the Board.
31. The Bidder represents and warrants that the Bidder is not a party to any suits, actions, litigation proceedings, or claims by or against or otherwise involving the Board, and the current Bidder. The Bidder acknowledges that the Board, will reject the bid in view of current, pending or threatened litigation, arbitration, alternative dispute resolution or disputes involving the Board, and the Bidder.
32. In addition to the preceding paragraph, the proponent, by submitting a bid, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its bid for matters relating to the agreement or in respect of the competitive process, and the proponent, by submitting a bid waives any claim for loss of profits if no agreement is made with the proponent.
33. The vendor represents and warrants that the goods and/or services supplied pursuant to this bid will be manufactured and/or supplied under such conditions which do not contravene the Ontario Human Rights Code or the minimum standards of Ontario workplace legislation and regulations or are otherwise unethical. In the event in the opinion of the Board, the supplier is in breach of the foregoing representation and warranty, the Board may cancel the award or any such subsequent contract entered into between the Board and supplier pursuant thereto.
34. The Vendor covenants and agrees to ensure that goods/services provided hereunder during the term of this agreement are consistent with the Ontarians Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005 and their respective regulations.
35. Information provided by a Vendor may be released in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended. A Vendor should identify any information in its bid or any accompanying documentation for which confidentiality is to be maintained by the Board, by clearly marking same "CONFIDENTIAL".
The confidentiality of such information will be maintained by the Board, except where an order by the Information and Privacy Commission or a Court or other governmental authority having jurisdiction requires the Board to do otherwise. Notwithstanding the foregoing, prior to the Board's determination that any parts of this bid are to be disclosed as required by law, the Vendor shall be provided with written notice of the potential disclosure and accorded all rights that it may have in law including the right to challenge such disclosure.
In addition, Vendors are hereby notified that their bids will, as necessary, be disclosed on a confidential basis to the Board's advisors retained for the purposes of evaluating or participating in the evaluation of the bid.
36. All taxes considered extra to this bid.
37. The Board, its authorized representatives or an independent auditor identified by the Board may, at its own expense during business hours and upon two (2) days' notice to the Vendor, inspect and copy any recorded information in the custody or control of the Vendor, in any form: (i) provided by the Board to the Vendor, or provided by the Vendor to the Board; or (ii) created by the Vendor in the performance of its obligations hereunder. The above-noted audit rights of the Board shall also apply to any permitted sub-contractors providing goods and/or services hereunder, and it shall be the responsibility of the Vendor to bind any permitted sub-contractors in this regard.
38. The Board's standard terms are net 45 days from date of invoice.
Where there is a question of non-performance involved, payment in whole, or in part, against which to charge back any adjustment required, will be withheld.
All charges against a Vendor shall be deducted from current obligations that are due or may become due. In the event that collections are not made in this manner, the Vendor shall pay the Board on demand, the amount of such charges.
Payment of invoice(s) from the successful Vendor(s) will be settled by Direct Deposit via Electronic Funds Transfer payments into the successful Vendor(s) bank account. The Vendor shall provide the Board with the required information to effect such payments.
39. If there is supporting evidence, the Board may exclude a Vendor from participating in this procurement on grounds such as:
- bankruptcy or insolvency;
 - false declarations;
 - significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
 - final judgments in respect of serious crimes or other serious offences;

- professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Vendor; or
 - failure to pay taxes.
40. The Dufferin-Peel Catholic District School Board reserves the right to immediately remove from eligibility to submit bids for an indeterminate period, the name of any Vendor for failure to accept the contract, or the name of any Vendor for unsatisfactory performance of the contract in the opinion of the Dufferin-Peel Catholic District School Board.
Further, the Vendor must be prepared, if requested, to present evidence of experience, ability, capacity, objectivity and financial resources and reputation deemed necessary by the Board in the performance of the contract. The Board reserves the right to investigate a Vendor's claim or background at any time and in any manner deemed appropriate by the Board.
41. The Board reserves the right to disqualify and immediately remove from eligibility to submit bids for an indeterminate period, the name of any Vendor, which will include the names of such Vendor's principals, and the names of any other business which may be operated by such principals, for failure to carry out its obligations for the entire term under any previous award or resulting contract pursuant to a bidding process with the Board, in the sole and unfettered discretion of the Board.
42. Notwithstanding anything elsewhere herein set out, in the event that the successful Vendor does not, in the opinion of the Board, comply with the specifications and terms of this contract at anytime throughout the duration of the contract, or if the Board, in its sole and unfettered discretion, determines that either their service or the equipment provided by the successful Vendor is unsatisfactory at any time during the term of the contract, the Board reserves the right to immediately terminate the contract in its entirety.
43. The Board is not obligated to award or call on any Vendor (including the Vendor's principals) whose behaviour is or becomes incompatible with the mandate of the Board or which may violate the canons of good morals, manner or taste. In addition, the successful Vendor must follow standard's that are consistent with the Board and Schools' Code of Conduct while on Board/School premises.
44. Delays in or failure of performance by either party under the contract shall not constitute default there under or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of Government, acts of God, strikes or other concerted acts by workers, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents, but lack of finances shall in no event be deemed to be a cause beyond a party's control. In the event that performance of the contract in the reasonable opinion of either party is made impossible by force majeure, then either party shall notify the other in writing and the Board shall either (a) terminate this agreement forthwith and without any further payments being made, or (b) authorize the successful Vendor to complete the performance of the contract with such adjustments as required by the existence of the force majeure and agreed upon by both parties.
45. Any quantities indicated are estimates only and the Dufferin-Peel Catholic District School Board is merely providing a usage established over the past year. The quantities are furnished without any liability to the Dufferin-Peel Catholic District School Board.
46. The Dufferin-Peel Catholic District School Board makes every effort to competitively procure, whenever possible, environmentally appropriate and ecologically sound products.
47. The Vendor agrees not to assign or subcontract any of the work or obligations required hereunder, unless the Vendor obtains the prior written consent from the Dufferin-Peel Catholic District School Board, which may be withheld for a good cause. In addition, in the event that a Vendor merges with another company or there is a change in voting control of the Vendor, or the Vendor sells its assets to a third party, the merger, change in voting control, or sale of assets as the case may be, will constitute an assignment and the Board will be entitled to cancel the agreement on at least 30 days' notice from the date of disclosure, or from the effective date of merger, change or sale, whichever is sooner.
48. It is the responsibility of the Vendor to understand all aspects of the bid and to obtain clarification from the Board before submitting a bid. However, a bid may be rejected or the Board may waive any minor errors.
49. All costs incurred in responding to the bid are to be borne by the Vendor. The Board will not be liable for any costs or damages resulting from preparation or samples supplied. The rejection of any offers or the cancellation shall not render the Board liable for any costs or damages.
50. The Vendor shall not use any insignia or logo of the Board except where required to provide the Deliverables, and only if it has received the prior written permission of the Board to do so.
The Vendor(s) shall not make any news release concerning this bid or awarding of the same or resulting contract(s) without the express consent of the Board.
51. Without limitation, the following action by or circumstances relating to the Vendor shall constitute default on the part of the Vendor:
- committing an act of bankruptcy
 - having a receiver appointed on account of insolvency
 - making a general assignment for the benefit of creditors
 - failing to fulfill the work with skill and diligence

Default by the Vendor may result in the Board's cancellation of the contract. Any action by the Board under the clause shall be without prejudice to the Board's other rights or remedies under the contract or law for the performance of the contract by the Vendor.

52. In the event of any dispute or claim arising between the Board and the Vendor (contractor) as to their respective rights and obligations under the contract, either party may give the other written notice of such dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the laws of Ontario. If no agreement is made for arbitration then either party may submit the dispute to such judicial tribunal as the circumstances may require.
53. All services will be performed by the Vendor.
The Vendor is an independent contractor providing services to the Board and neither the Vendor nor the employees or agents of the Vendor will be construed as Board employees.
This bid is a contract for a particular service. The Vendor is not and will not hold itself out as an agent, employee or partner of the Board.
As between the Board and the Vendor, the Vendor is solely responsible for all legally required employer and employee contributions and deductions for itself and its staff, including Workers' Compensation, Canada Pension Plan, Unemployment Insurance and federal and provincial income taxes.
54. The Board reserves the right to amend or supplement the bid, giving equal information to all Vendors, by way of an issued addendum.
Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.
Addendum/Addenda will typically be issued through the Bidding System, up to Forty-eight (48) Hours prior to Closing Time and Date.
In the event an addendum is issued within Forty-eight (48) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://clientname.bidsandtenders.ca> prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued. The Board encourages Bidders not to submit their Bid prior to forty-eight (48) hours before the Bid closing time and date, in the event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Board, the Bidding System shall WITHDRAW their Bid submission and change their Bid submission to an INCOMPLETE STATUS (NOT accepted by the Board) and the Withdrawn Bid can be viewed by the Bidder in the "MY BIDS" section of the Bidding System. The Bidder is solely responsible to make any required adjustments to their Bid; and acknowledge the addendum/addenda; and ensure the re-submitted Bid is RECEIVED by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

NOTE: Additional company contacts are recommended for the reasons outlined below:

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

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

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

55. Addendum/revisions to this bid will be issued by the Supply Chain Management Department only. No representative of the Board is authorized to amend or waive the terms of the Bid document in any way unless the amendment or waiver is signed by a representative from the Supply Chain Management Department.
56. The Board reserves the right to:
- (a) exercise any of the rights set out in the bid;
 - (b) make public the names of any or all Vendors;
 - (c) request written clarification or the submission of supplementary written information from any Vendor and incorporate a Vendor's response to that request for clarification into the Vendor's response;
 - (d) meet with some or all Vendors to discuss aspects of their submissions;
 - (e) verify with any Vendor, or with a third party, any information set out in a submission;

- (f) verify with a Vendor that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract, where in the sole discretion of the Board, it receives a submission from a Vendor with a price that is abnormally lower than prices in other submissions;
- (g) check references other than those provided by any Vendor;
- (h) disqualify any Vendor whose submission contains misrepresentations or any other inaccurate or misleading information;
- (i) waive any information or irregularity (whether material or immaterial) at the Board's discretion (without this bid being considered to be amended);
- (j) afford an opportunity to a Vendor to correct unintentional errors of form between the opening of bids and the awarding of a contract, and if it does so, the Board shall afford the same opportunity to all participating Vendors;
- (k) disqualify any Vendor or the submission of any Vendor who has engaged in conduct prohibited by this bid;
- (l) disqualify any Vendor whose capacity, integrity, or financial ability is, or whose previous experience with the Board has been unsatisfactory to the Board in its sole and unfettered discretion;
- (m) make changes, including substantial changes, to this bid in the manner set out herein;
- (n) cancel this bid process at any stage;
- (o) cancel this bid process at any stage and issue a new bid for the same or similar deliverables;
- (p) reject any or all bids at the Board's sole discretion;
- (q) select only one Vendor or two or more Vendors as Preferred Vendors;
- (r) to negotiate;
- (s) terminate negotiations of a contract with any Preferred Vendor at any time and for any reason without liability to such Vendor.

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

 I/We do hereby agree to supply and/or install the materials, equipment and services as provided herein in accordance with the terms and conditions of this bid. No other conditions shall apply. I/We have read, understood and agree to abide by all terms and conditions contained in this document and we are authorized by the Bidder to bind the firm.

I/We declare that this bid is made without collusion, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a bid for the same work and is in all respect fair and without collusion or fraud.

I/We declare that to our knowledge no member of the Board of Trustees, and no officer or employee of the Board, is, will be, or has become interested, directly or indirectly, as a contracting party, partner, or in the supplies; work or business in connection with the said Contract, or in any portion thereof, or of any supplies to be used therein, or in any monies to derived therefrom.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT AND WE ARE AUTHORIZED BY THE BIDDER TO BIND THE FIRM.
