



REQUEST FOR PROPOSAL #2009-05J

OFFICE PRODUCTS and RELATED ITEMS

This proposal will be received by the Lakehead District School Board **up to 2:00:00 P.M. Local time, Tuesday, April 14, 2009.**

I/We, the undersigned, offer and agree to enter into a contract with the Lakehead District School Board for the supply and delivery of goods/services as noted above in accordance with the attached specifications, scope of work and terms and conditions of the proposal.

I/We declare that this RFP is made without collusion with, or knowledge of figures from, any other company, firm or person submitting a proposal for the same contract and is in all respects fair and without collusions or fraud.

Firm Name:	
Full Address:	
Province:	Postal code:
Telephone:	Fax:
E-mail:	Website:
Representative Name (please print):	Position/Title:
Signature:	Date:

THIS FORM MUST BE SIGNED TO BE CONSIDERED A VALID SUBMISSION

LATE SUBMISSIONS WILL NOT BE ACCEPTED



REQUEST FOR PROPOSAL #2009-05J

OFFICE PRODUCTS and RELATED ITEMS

TABLE OF CONTENTS

SUBMISSION CHECKLIST & IMPORTANT DATES	4
INTRODUCTION	5
OBJECTIVE	5
SUBMISSION REQUIREMENTS	6
TENDER CLOSING DATE	6
INQUIRIES AND ADDENDA.....	7
COMPLIANCE WITH LAWS.....	8
INDEMNITY	8
INSURANCE REQUIREMENTS	8
CONFLICT OF INTEREST.....	8
RIGHTS OF THE BOARD.....	8
TERMINATION OF CONTRACT.....	9
CONTRACT.....	10
SCOPE OF REQUIREMENTS	10
EVALUATION PROCESS.....	18
EVALUATION CRITERIA	19
PROPOSAL FORMAT	20
AWARD OF CONTRACTS	21

DECLARATION OF CONFLICT OF INTEREST.....22

RETURNS/ SHORTAGES/ DAMAGES/ EXPEDITING23

ACKNOWLEDGEMENT OF ADDENDA.....24

CERTIFICATE OF INSURANCE.....25

STANDARD TERMS AND CONDITIONS.....26

BID SUBMISSION SHEETS ATTACHED:

- BID SUBMISSION “A” – NATIONAL BRAND PRODUCTS (6 PAGES)
- BID SUBMISSION “B” – HOUSE BRAND / PRIVATE LABEL PRODUCTS (4 PAGES)
- BID SUBMISSION “C” – FURNITURE AND FURNITURE ACCESSORIES (1 PAGE)
- BID SUBMISSION “D” – CORE CARTRIDGE LIST (3 PAGES)

REQUEST FOR PROPOSAL #2009-05J

OFFICE PRODUCTS and RELATED ITEMS

PROPONENTS SUBMISSION CHECKLIST & IMPORTANT DATES

Before submitting your proposal document, check the following:

- 1) Have you completed, signed and submitted the RFP COVER PAGE?
- 2) Have you submitted TWO (2) ORIGINAL HARD COPIES of your request proposal document complete with the bid submission sheets?
- 3) Have you marked the outside of your submission envelope clearly with information requested?
- 4) Have you addressed and submitted the Evaluation Parameters required?
- 5) Have you completed, signed and submitted the DECLARATION OF CONFLICT OF INTEREST form?
- 6) Have you completed and submitted the RETURNS/SHORTAGES/DAMAGES/EXPEDITING form
- 7) Have you completed, signed and submitted the ACKNOWLEDGEMENT OF ADDENDA?
- 8) Have you completed the requirements of all BID SUBMISSION SHEETS and provided TOTALS where requested?
- 9) Have you submitted two (2) CURRENT COPIES OF YOUR ANNUAL PUBLISHED RETAIL PRODUCT CATALOGUE(S) AND FURNITURE PRICING AND SPECIFICATION GUIDE(S).
- 10) Have you included any other supporting information including sample documentation?
- 11) Only the successful proponent(s) will be required to submit the CERTIFICATE OF INSURANCE FORM.

IMPORTANT DATES

- 1) Closing Date– Proposals will be received up to 2:00:00 p.m. Local Time, Tuesday, April 14 2009 at the location stated in section 1.3.
- 2) The deadline for proponents' questions will be 4:30:00 P.M. Local Time Tuesday, March 31 2008.
- 3) Deadline for the Board to issue addenda will be 4:30:00 P.M. Local Time Tuesday, April 7, 2009.

Any and all addendums to this bid opportunity will be posted on the Board's website at www.lakeheadschoools.ca. It is the sole responsibility of proponents to ensure that they are in receipt of all addendums prior to the RFP closing. Please check the Board's website for addenda and questions and answers.

INTRODUCTION

The Lakehead District School Board (hereafter referred to as the “LDSB” or “Board”) is inviting Requests for Proposals (RFP) for the service, supply and delivery of office products and related items as needed for its operation.

The LDSB is a publicly funded educational facility with its head office located at the Jim McCuaig Education Centre, 2135 Sills Street, Thunder Bay, ON. The LDSB (Board) currently operates 22 elementary and 4 secondary schools and employees approximately 1,250 academic and support staff. Further information on the LDSB can be found on the Board's website www.lakeheadschoools.ca

The LDSB estimates the total value of office products purchased over the last year at approximately \$220,000. This value does not include copy paper or office furniture. Approximately 90% of these requirements have been placed through a supplier's on-line electronic ordering system with the balance placed by hard copy purchase order. The Board's main account accommodates individual accounts for all LDSB ordering locations. Each ordering location orders by internal department accounts. Each departmental account represents a separate order. There are over 70 (seventy) accounts currently in place. It is the Board's preference to procure goods through an on-line ordering method with a system that can accommodate a tiered level of account set-up and approvals.

This is a Request for Proposal and not a tender call. The Board has the right to negotiate with the proponent(s) that presents the most attractive proposal to arrive at a mutually agreeable final contract(s). Negotiations may be held with selected proponents including, but not limited to: price adjustments; minor changes to requirements; contract details; contract payment details; service requirements. It is not the intent of the Board to allow for new or significantly altered proposals. The Board shall have the final authority on all matters regarding this Request for Proposal.

OBJECTIVE

The Board's objective in the call for proposals is to select a proponent with the ability to provide an efficient, secure, and cost-effective means of providing service, supply and delivery of office products and related items to the LDSB according to the requirements as set out within this document.

It is the Board's intent to enter into a 3 (three) year contract with 2 (two), 1 (one) year options to renew. Proposals are not to include supply of bond white and coloured copy paper.

The proponent will be expected to act in partnership with the LDSB Purchasing Department to maintain an effective and efficient contract and be innovative in generating new ideas and introducing new products to serve the Board's requirements.

Proponents are expected to provide complete detailed information on their company, the proposed service and method of procuring goods as well as information on reporting, invoicing, payment options, environmental strategies, and any other information that will pertain to the fulfilment of this contract. In presenting this proposal, the proponent must consider the ability to purchase goods using an on-line web-based ordering site with and without the use of a procurement card (P-Card).

Proponents are asked to identify how and what their company can provide to ensure “Total Value” to the Lakehead District School Board.

1. **SUBMISSION REQUIREMENTS**

- 1.1. Proponents are required to submit two (2) signed and dated original completed hard copy Request for Proposals complete with bid submission sheets in a sealed envelope.
- 1.2. Proposals must be submitted on and in accordance with the forms and bid submission sheets included with this RFP document. All requested data is to be provided. Bid Submission sheets have been made available in both PDF and Microsoft Excel. Bid Submission Sheets must be totalled where requested.
- 1.3. The "RFP COVER PAGE", which is the first page of this proposal document, **MUST** be completed by an authorized signing officer and included with your submission. Any RFP submitted unsigned will result in the proposal being disqualified for consideration.
- 1.4. **CLOSING DATE:** Proposals will be received **up to 2:00:00 p.m. Local Time, Tuesday April 14, 2009.**
- 1.5. Proposals must be submitted in a sealed envelope to the following address, clearly marked as follows:

Lakehead District School Board Purchasing Department – 3rd Floor 2135 Sills Street Thunder Bay, ON P7E 5T2 RFP #2009-05J OFFICE PRODUCTS & RELATED ITEMS (NAME OF COMPANY SUBMITTING THE PROPOSAL)

Fax or e-mail submissions will not be considered.

- 1.6. It is the sole responsibility of the proponent to have their proposal delivered to the stated delivery location for receipt on or before the stated closing date and time. Regardless of how the proposal is sent, the proponent shall be responsible for delivery prior to the deadline.
- 1.7. Any proposal received after the stated closing date and time will not be considered, will not be opened, and arrangements shall be made for their return at the proponent's request and expense.
- 1.8. **ACCEPTANCE PERIOD** - After the closing time, all proposals are irrevocable by the proponent and will remain in effect and open for acceptance for a minimum period of 120 calendar days.
- 1.9. Any terms or conditions listed in this RFP which cannot be fulfilled are to be clearly stated on the proponent's letterhead and enclosed with the proposal.
- 1.10. Proposals indicating extra charges for services requested will not be considered.
- 1.11. Proposals which are incomplete, conditional, obscure, contain variations or alterations to the Board's terms and conditions, or contain irregularities of any kind may be rejected as non-responsive and informal.
- 1.12. Submission of a proposal constitutes acknowledgement that the proponent has read and unless otherwise stated in the proponent's proposal understands and agrees to be bound by the terms

and conditions in this RFP and will execute a contract if the proponent is selected for an award of contract.

- 1.13. Proponents may withdraw their Proposal, unopened after it has been submitted, by written request prior to the closing date and time. Written requests for withdrawal, signed by an authorized signing officer of the proponent, must be submitted to J. Langen, Purchasing Department. Telephone or verbal requests will not be considered. Proposals cannot be withdrawn after the closing date and time.
- 1.14. The Board shall not be liable for any expenses incurred in the preparation and submission of the proposal.
- 1.15. The Board shall not be held liable for any omissions in any part of this RFP. While the Board has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP or issued by way of addenda is supplied solely as a guideline for respondents. Nothing in the RFP is intended to relieve the respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFP. It is the proponent's responsibility to obtain all the necessary information to prepare a proposal in response to this RFP.

2. INQUIRIES AND ADDENDA

- 2.1. It is the responsibility of the proponents to obtain clarification on any details in this RFP it considers to be unclear, ambiguous or inconsistent. The Board will not be responsible for any misunderstanding on the part of the proponents concerning this RFP.
- 2.2. The deadline for proponents' questions will be 4:30 p.m. LOCAL TIME Tuesday, March 31, 2009. Questions or clarifications after this date and time will not be responded to.
- 2.3. All questions relating to this RFP must be submitted in writing to J. Langen, Purchasing Department by E-mail: jlange@lakeheadschoos.ca, OR Fax: 807-626-9241.
- 2.4. Inquiries directed to other employees and/or departments of the Board, concerning this Request for Proposal during the competitive procurement and evaluation process, is expressly forbidden and will result in the submission being rejected.
- 2.5. The Board reserves the right to distribute in writing any or all questions and answers to other proponents. Only written communications will be binding upon the Board.
- 2.6. The answer to any significant question or request that may impact on the scope of services or any contractual issue will be forwarded by Addendum to this RFP.
- 2.7. Proponents are advised that the only information related to this contract that will be contractually binding is the information issued by Addendum. No information provided orally by the Board will be binding nor will it alter the requirements of the RFP in any way.
- 2.8. Addenda will become an integral part of the RFP and form part of the contract award.
- 2.9. Any and all addenda to this bid opportunity will be posted on the Board's website at **www.lakeheadschoos.ca**.
- 2.10. It is the sole responsibility of proponents to check the Board's website for any and all addenda to ensure that they are in receipt of all information, questions and answers, prior to the RFP closing.
- 2.11. Deadline for the Board to issue addenda will be 4:30 p.m. LOCAL TIME Tuessday, April 7, 2009.
- 2.12. All addenda are to be signed, dated, and enclosed in the proponent's final RFP submission.

3. COMPLIANCE WITH LAWS

- 3.1. The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.
- 3.2. The successful proponent shall comply with all relevant Federal, Provincial and Municipal statutes, regulations and by-laws and acts pertaining to the performance of this contract and in every activity connected including, products and transportation/delivery methods.

4. INDEMNITY

- 4.1. The successful proponent(s) shall indemnify and save harmless the Lakehead District School Board, the Purchaser, their trustees, agents, employees and servants from and against all actions, suits, liens, damages, losses, claims, demand payments, recoveries and judgements of every nature and description brought or recovered against him and or the Lakehead District School Board, arising directly or indirectly out of the performance or purported performance of the contract or the supply of any goods and services under the contract, including but without limiting the generality of the foregoing, loss or damage to any property whether owned by the Purchaser or by others, injury or death to any person, alleged and actual breaches or infringements of any intellectual property rights, and damage to the environment.

5. INSURANCE REQUIREMENTS

- 5.1. Upon award of a contract, the successful proponent(s) must complete and submit the CERTIFICATE OF INSURANCE form included with this proposal.

6. CONFLICT OF INTEREST

- 6.1. DECLARATION OF CONFLICT OF INTEREST form included with this proposal must be submitted with your proposal.
- 6.2. All proponents shall declare to the Board as part of submission, any situation that may be either a conflict of interest or a potential or perceived conflict of interest with the contractual obligations.
- 6.3. Examples of conflict of interest include, but are not limited to:
 - 6.3.1. A personal relationship between any officer, director, employee, servant or agent of the successful proponent(s) and any other person which results in work being awarded to the successful proponent(s)
 - 6.3.2. Any officer, director, employee, servant or agent of the successful proponent(s) approaching Lakehead District School personnel, other than as required for performance of the services, to in any way promote the business of the successful proponent(s) or otherwise solicit requests for services
 - 6.3.3. The retention of Lakehead District School Board employees and/or subcontractors to provide services.

7. RIGHTS OF THE BOARD

- 7.1. All correspondence, documentation and information provided to staff of the Board by every proponent including the submission of proposals become the property of the Lakehead District School Board, and as such, are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Proponents are reminded to identify in their proposal material of any specific scientific, technical, commercial, proprietary, or similar confidential

information, the disclosure of which could cause them injury. Complete proposals are not to be identified as confidential.

7.2. In addition to any other express rights or any other right which may be implied, the Board reserves the right to:

- 7.2.1. Make public the names of any or all proponents.
- 7.2.2. Request written clarification or additional supplementary written information from any proponent.
- 7.2.3. Waive informalities and irregularities and accept proposals which substantially comply with the requirements the RFP.
- 7.2.4. Verify with any proponent or with a third party any information set out in a proposal.
- 7.2.5. Check references other than those provided by the proponents.
- 7.2.6. Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
- 7.2.7. Disqualify any proponent who has engaged in conduct prohibited by this RFP.
- 7.2.8. Accept or reject a proposal if only one proposal is submitted.
- 7.2.9. Not proceed with a contract and to reject any or all proposals.
- 7.2.10. To determine in its own best judgement, the proponent(s) best qualified to undertake the contract and not be obligated to accept the proposal with the lowest cost.
- 7.2.11. To award this contract in whole or in part, or in any combination thereof, which, in its opinion, best serves the interest of the LDSB.
- 7.2.12. Cancel this RFP process at any stage
- 7.2.13. Negotiate minor changes or variations to this RFP and subsequent contract with the successful proponent(s) without re-issuing the RFP.

8. TERMINATION OF CONTRACT

- 8.1. The Board reserves the right to terminate the contract immediately and without notice if service is deemed unsatisfactory by the Board or not as specified in the conditions outlined herein.
- 8.2. The Board shall then have the right to award this contract to any other proponent(s) or to re-issue the RFP. The Board shall have the right to assess and collect from the proponent any damages and costs that are incurred by the Board as a result of the proponent's failure to perform.
- 8.3. The Board will not, by virtue of any of the above instances of termination, waive any rights or remedies it may have in the contract or otherwise at law and the Board shall not be responsible to the proponent for any losses, costs or damages of any nature whatsoever. The Board shall only be responsible for the payment for services completed in connection with the contract up to and including the effective date to any such termination.
- 8.4. The Board reserves the right to purchase goods outside of the terms of this proposal if the supplier's goods or performance do not prove adequate or suitable, or comply with existing standards.

9. CONTRACT

- 9.1. The successful proponent will be required to enter into a contract with the Board for a period of 3 (three) years with option for 2 (two) additional 1 (one) year options to renew upon mutual agreement by both parties. Services will commence upon receipt of written confirmation of award from the Board.
- 9.2. This contract will be put in place for the convenience of use by the Board's schools and administrative departments. The purchasing department will promote the exclusive use of this contract; however, the Board's schools and user departments will have the autonomy to acquire products on the open market if it is in the best interest of the Board to do so. This contract is therefore, not to be deemed as total exclusivity of supply for the commodity.

10. SCOPE OF REQUIREMENTS

10.1. Purchase Method

- 10.1.1. The proponent must provide detailed information on the method(s) proposed for procuring office products and related items by individual Board locations and departments. Method(s) proposed must include a supplier on-line internet ordering system with and without the use of P-cards. Purchase by use of hard copy LDSB purchase order must be accommodated.
- 10.1.2. Method(s) must be verified as proven, accountable, secure, easy to use and cost effective. System capabilities, restrictions, cost efficiencies, user privileges and limits must be addressed.
- 10.1.3. The proponent must confirm capability of meeting the following requirements:
 - accommodate order placements for various Board sites and departments
 - accommodate orders as and when required
 - no required minimum order dollar values or minimum stock quantities
 - up-to-date real-time information including, but not limited to; full on-line catalogue; product availability, product pricing, order status, delivery, payment
 - on-line visual price comparison; retail vs. contract price
 - efficient method of product search and identification of green products
 - various levels of system access with privileges, restrictions, spending controls and authorization levels
 - policies in place verifying security of account and transaction information
 - policies and security in place surrounding use of procurement cards
 - accountable methods of reducing transaction costs
- 10.1.4. The proponent is to describe, the intended method of system implementation including timing, instruction, training and support available to ensure a smooth transition. The awarded proponent will be responsible for providing adequate training and instruction together with ongoing system support, to all participating LDSB sites.
- 10.1.5. Samples of on-line orders, order confirmations, and other information relating to order placement is to be provided and included with this submission.
- 10.1.6. Up-dated catalogues will be provided to all Board sites on an annual basis at no additional costs to the LDSB.

10.2. Pricing

- 10.2.1. The proponent must provide a proven, accountable cost structure that offers competitive pricing on all LIST and NET priced office products and related items, available from the proponent.
- 10.2.2. PERCENTAGE DISCOUNT(S) off National Brand and House-Brand, Private labeled products are to be provided based on the supplier's most current published retail catalogue pricing. Discounts must be held firm for the full contract term. Refer to Section 10.3 and 10.4 below and BID SUBMISSION SHEETS A & B, included with this document. Current Annual Published Catalogue must be included.
- 10.2.3. Any price increases passed on to the LDSB must be reasonable and acceptable to the Board before any change will be implemented. Should the LDBS find the request to be unjustified, or price escalations unreasonable, the Board will have the option to re-tender.
- 10.2.4. Furniture and Ink & Toner Cartridge cost structures are to be based on a COST PLUS FORMULA with the Cost Plus Percentage held firm for the full contract term. Refer to sections 10.5 and 10.6 below, and BID SUBMISSION SHEETS C & D, included with this document.
- 10.2.5. Rebate, rewards programs will be considered, but not as a primary means of price reduction.
- 10.2.6. The proponent is required to submit two (2) copies of the most current published annual hard copy retail published catalogue in effect at time of submission. Information and instruction to enable access to the proponent's on-line ordering system is to be provided. Furniture Manufacturer's price and specification guide(s) are to be included.
- 10.2.7. BID SUBMISSION "A, B, C, AND D" included with this document are to be completed, signed, and returned with proposal submission. Failure to submit this information in its entirety may result in the submission being ruled incomplete and irregular, and therefore may be rejected. EXTENDED PRICES and TOTALS must be indicated in the areas provided.
- 10.2.8. The proponent is to confirm capability of ensuring and confirming that whenever prices fall below the Board's contract pricing, the lower price will apply.
- 10.2.9. Prices must be provided in Canadian dollars, FOB Destination, Freight Prepaid, unloaded inside, with desk top delivery as required, and must include any applicable duties, excise tax, insurance, customs clearances, cartage, freight and all other charges.
- 10.2.10. Goods and Services Tax (GST) and Ontario Retail Sales Tax (PST) are NOT to be Included.
- 10.2.11. The awarded proponent shall agree to make the appropriate records (manufacturer's invoices and manufacturer's notice(s) of product increase/decrease) available to the LDSB Contract Coordinator at the discretion of the LDSB, as a means of accountability in order to verify true cost to supplier.

10.3. Price Analysis – National Brand Products

- 10.3.1. The proponent is required to complete, in its entirety, the attached BID SUBMISSION "A" being a Random Selection of Items with estimated usages over the past year. All products listed must be bid to National Brand requested and NOT INCLUDE House

Brand, Private Label products. The proposed discount and the current published retail product catalogue as identified in Section 10.2.5.above is to be used for price identification. TOTAL EXTENDED PRICE MUST BE PROVIDED ON PAGE 6 OF BID SUBMISSION "A" IN THE AREA PROVIDED.

- 10.3.2. Where another manufacturer's brand is available and equal to the product requested, this other brand may be bid as a substitute and must be clearly identified as such. Specifications must be included and the item bid must be identified and available in the catalogue provided. The LDSB has the right to accept or reject any substitute.
- 10.3.3. Where the Bid Submission Sheet indicates a catalogue price different from the hard copy current published catalogue price, the LDSB may at their discretion adjust price(s) on the Bid Submission Sheet to reflect the published catalogue price in order to expedite the analysis process.
- 10.3.4. Where the proponent does not bid an item listed, it will be construed to mean that the proponent cannot supply the product.

10.4. Price Analysis – House Brand, Private Label Products

- 10.4.1. Where the proponent has agreements in place with National Brand Manufacturers to package their National Brands using proponent's House Brands/ Private Label, the proponent is requested to complete **BID SUBMISSION "B"** in its entirety, being a Random Selection of Items with estimated usages over the past year. The proposed discount and the current published retail product catalogue as identified in Section 10.2.5.above is to be used for price identification. TOTAL EXTENDED PRICE MUST BE PROVIDED ON PAGE 4 OF BID SUBMISSION "B" IN THE AREA PROVIDED.
- 10.4.2. Where the proponent does not have a House Brand/ Private Label product available for items identified, the proponent is to bid an alternative brand available considered equal to the product requested. Products bid must be available in the catalogue provided.
- 10.4.3. Where the Bid Submission Sheet indicates a catalogue price different from the hard copy current published catalogue price, the LDSB may at their discretion adjust price(s) on the Bid Submission Sheet to reflect the published catalogue price in order to expedite the analysis process.
- 10.4.4. If the proponent does not bid an item listed, it will be construed to mean that the proponent cannot supply the product.
- 10.4.5. Samples may be requested by the LDSB and must be supplied within (3) three days of request.
- 10.4.6. The LDSB shall be the sole judge as to the acceptability of any and all alternative, house brand or private label products.

10.5. Price Analysis – Furniture & Furniture Accessories

- 10.5.1. The proponent is requested to complete **BID SUBMISSION "C"** indicating the Furniture Manufacturer together with the COST PLUS PERCENTAGE being offered. THE COST PLUS PERCENTAGE offered will be based on the most current Manufacturer's Price and Specification Guide and will remain firm for the full term of this contract. Price and specification guide(s) is to be included with this proposal. Should current updated versions of this guide be required by the LDSB, the awarded proponent will provide these updates, as requested.

- 10.5.2. The proponent is to identify in the area provided on the Bid Submission Sheet, manufacturer's whose furniture products are Greenguard Certified.
- 10.5.3. The LDSB reserves the right to obtain separate pricing on goods as required and purchase from an alternative supplier at their discretion.

10.6. Price Analysis & Requirements – Ink and Toner Cartridges

- 10.6.1.** The proponent is required to complete, in its entirety, the attached **BID SUBMISSION "D"** being the LDSB's Core Cartridge List based on usages over the past. All cartridges listed must be bid to specification, **NO SUBSTITUTES**. Product prices are to be based on a COST-PLUS FORMULA. The COST PLUS PERCENTAGE offered will remain firm for the full term of this contract. TOTAL EXTENDED PRICE MUST BE PROVIDED ON PAGE 3 OF BID SUBMISSION "D" IN THE AREA PROVIDED.
- 10.6.2. PRICES offered on Core Cartridge items as listed on **BID SUBMISSION D**, based on the Cost Plus Percentage proposed, must remain firm for the first one year of this contract with an option of price adjustment on an annual basis thereafter.
- 10.6.3. The LDSB may add, change, or delete items off this Core Cartridge List on each anniversary date of this contract.
- 10.6.4. Other ink and toner cartridges not considered Core items, including new, not yet identified cartridges are to include the same Cost Plus Percentage offered for the full term of this contract.
- 10.6.5. A 30 DAY WRITTEN NOTICE WILL BE REQUIRED PRIOR TO ANY CHANGE IN CORE LIST PRICING. **ALL PRICE INCREASES MUST BE JUSTIFIED THROUGH SUPPLIER WRITTEN NOTIFICATION, AND WRITTEN MANUFACTURER LETTER OF INDUSTRY INCREASES.** Changes must be reasonable and acceptable to the Board before any change will be implemented. Should the LDSB find the request to be unjustified, or price escalations unreasonable, the Board will have the option to re-tender.
- 10.6.6. The LDSB will also expect that commodity price decreases will be passed on to the Board as made available from the manufacturer.
- 10.6.7. At any time during the contract term, the Board may audit the supplier to determine if the cost being paid by the Board matches the cost plus formula as proposed.
- 10.6.8. The supplier must ensure and confirm that the supplier's on-line ink and toner category will be kept current and updated on an ongoing basis to ensure items are accurately reflected and available to the Board for ordering.
- 10.6.9. Where the proponent offers Class II Remanufactured Cartridges, these must be remanufactured, not refilled or recharged. Cartridges must be totally disassembled, cleaned, with any parts showing wear replaced with new parts meeting or exceeding OEM specifications. Specifications must be provided to the LDSB within three (3) days of request.
- 10.6.10. The proponent must include Warranty and Performance Guarantee offered. Performance guarantee must include, but not be limited to the following:
- Faulty cartridges will be replaced by the supplier within 24 hours, no matter how much toner remains.
 - Any printer service (cleaning or repair) required as a result of a defective cartridge will be provided at no cost to the LDSB within three (3) days of request for service. Should the supplier be unable to meet this requirement, the supplier will reimburse the LDSB for the cost and repair of the printer.

- 10.6.11. Empty cartridge recycle service must be provided at not cost and will be required by each Board location. Pick-ups are to be made at time of product delivery, or as arranged with each Board location at their request.

10.7. Products & Availability

- 10.7.1. Proponent must include, but not be limited to, providing details on products, availability, stock supply, fill rates, turn-around time, and capability and methods used to provide real-time information to ordering sites.
- 10.7.2. All goods purchased under this contract shall meet or exceed commonly accepted industry standards as to quality of materials for commercial use and workmanship and shall be warranted as such. All goods found to be inferior, in the opinion of the LDSB, shall be returned to the supplier for full purchase credit at no additional cost to the Board.
- 10.7.3. Proponents must confirm their ability and methods of meeting the following requirements:
- ensure a sufficient stock supply of National Brand name products available to meet ongoing demands
 - easy identification and supply of available green products
 - short lead times with stock items expected within 24 hours from date of order placement or next business day
 - identification of items with longer lead times
 - high Level of order accuracy and on-time complete deliveries - 95% fill rate is expected
 - Real-time order information available to all LDSB ordering locations
- 10.7.4. The awarded proponent will be expected to furnish the brand ordered at all times. Substitute shipments, unless approved by the LDSB prior to shipment, WILL NOT be accepted and will be returned at the suppliers expense.
- 10.7.5. Should the LDSB be offered material of equal quality under the like terms from a responsible supplier, at a lower delivered cost to the LDSB than specified in this contract, the contracted supplier, on being furnished evidence of this offer, will either meet the lower delivered price, or allow the LDSB to purchase from the other supplier.
- 10.7.6. Continuous back orders of the Boards requirements, when no stock is available, will be considered a violation of this contract and may result in the cancellation of the contract with the successful supplier.
- 10.7.7. Where the proponent has agreements in place with National Brand Manufacturers to package their national brands using proponent's House Brands, Private Labels, proof from each National Brand Manufacturer of such agreement is to be provided on request.
- 10.7.8. Alternate, house brand, private label brand evaluation and testing may be performed, at the sole discretion of the LDSB.
- 10.7.9. Proponents must include method and capability of providing current product MSDS Sheets.
- 10.7.10. The LDSB has the right to tender separately, large quantities of any item covered under this tender.

10.8. Packaging & Delivery

- 10.8.1. Proponent is to include their intended method of handling orders, meeting deliveries, and performing required services promptly. Distribution facilities including packaging and service process is to be provided.
- 10.8.2. Proponent must confirm and be able to package each order separately by ordering location and department and provide the following:
 - All PACKAGES must be clearly labeled stating Ordering Location, Department, and Purchase Order Number.
 - A PACKING SLIP must accompany each order and clearly indicate Packing Slip Number, Ordering Location, Department, and Purchase Order Number.
 - SAMPLES of packing slips are to be provided with this submission.
- 10.8.3. Proponent must be capable of providing deliveries according to the requirements of the LDSB. Delivery locations, departments and destinations within each Board location will be confirmed with the awarded proponent.
- 10.8.4. The proponent must confirm their abilities and methods of meeting the following requirements:
 - Deliveries based on an “as ordered - as required basis” to one central area within each LDSB location. This is the current method of delivery for most LDSB school locations.
 - Desk-top delivery based on an “as ordered - as required basis” to various ordering department’s within each LDSB location. This is the current method of delivery for most administrative locations.
 - Deliveries may only be made between 8:30 a.m. and 3:00 p.m., Monday to Friday, unless otherwise specified
 - All deliveries must be signed for by the locations secretary or approved designate.
 - All deliveries must be FOB Destination, Freight Prepaid to all of the Lakehead District School Board locations. This includes urban and rural schools. Parcel post is not acceptable for rural schools. EXTRA CHARGES FOR DELIVERIES WILL NOT BE ACCEPTED.
 - Should the proponent use a delivery service other than their own company vehicles for deliveries made to any LDSB site, details must be provided.
 - All deliveries must be Unloaded INSIDE to destination(s) as specified by the LDSB ordering locations.
- 10.8.5. Delivery methods and locations are subject to change during the term of the contract as specified and confirmed by the LDSB.
- 10.8.6. The Board will reserve the right to reject any shipments of materials that differ from order specifications or differ from the accepted alternates. Any rejected materials will be returned at the supplier's expense.
- 10.8.7. Where delivery is not completed within time specified, the Board may purchase the material so ordered from another source and charge the supplier the difference in cost. Where the Bidder has not notified the ordering location of late delivery, the Bidder agrees that such late deliveries may be refused with no cost incurred on behalf of the LDSB.

Invoicing & Payment

- 10.8.8. The proponent is to clearly describe their intended method of invoicing and payment options. Cost Centre invoicing and Invoice by individual purchase order must be addressed. The proponent is to provide information and capabilities of providing Electronic Payment.
- 10.8.9. Invoicing based on P-card purchase including levels of invoice data available is to be provided.
- 10.8.10. Samples of invoices must be provided and must fully detail all areas of printed information in relation to the orders placed including, but not limited to:
 - Purchase Order number
 - Ordering Location including Department
 - Quantities delivered
 - Product code numbers and product descriptions.
 - Unit pricing, extensions, subtotal before taxes and total
- 10.8.11. Payment terms are Net 30 days from receipt of approved invoice and final acceptance, unless otherwise specified and agreed upon.
- 10.8.12. The proponent must confirm capability of providing duplicate invoices as required by the LDSB. This will be required for “cost-centre billing”.
- 10.8.13. The proponent must fully describe late payment penalties, if applicable
- 10.8.14. Where invoice pricing is not in accordance with the Board's established contract, the invoice will not be processed for payment until a credit note or corrected invoice is received. Failure to properly invoice shall cause undue delay in payment and may be cause for cancellation of contract.
- 10.8.15. Where inaccurate P-Card invoicing issues result with payment already made, suppliers will be expected to provide immediate and accurate resolution. Failure to provide such service may be cause for cancellation of contract.
- 10.8.16. Where there is an issue of non-performance, the LDSB has the right to withhold payment until issues are settled, or cancel the contract immediately, without notice, should non-performance issues not be settled to the satisfaction of the Board.
- 10.8.17. Invoices are processed by the Accounting Department, Lakehead District School Board, 2135 Sills Street, Thunder Bay, ON, P7E 5T2

10.9. Reports

- 10.9.1. Proponent will provide full details and levels of reporting available. Reports must be available electronically and in hard copy, and provide accurate and thorough information of the Board's transactions, that includes, but is not limited to:
 - Activity reports, expenditures (including year-to-date), product usage, average order size analysis, back order analysis, compliance reports.
 - Frequency and timing of report availability (i.e. monthly, quarterly, annually, as requested)
 - Ability to provide reports based on the Boards fiscal year September 1st to August 31st
 - Format of reporting available (i.e. Hard Copy, Excel, other)
- 10.9.2. Samples of all reports available must be provided and included with the proponent's submission.

10.10. Company Profile

10.10.1. The proponent must provide a company profile including, but not limited to:

- Company history and details of experience, staff, facilities, financial strengths and abilities to provide requirements necessary to sustain a long-term contract
- Identification, qualifications and experience of the Account Manager and Team responsible for this corporate account, including area of responsibility.
- Provide a minimum of three (3) references preferably with school Boards in Ontario, customers in the Thunder Bay region and/or projects of similar size

10.11. Services & Customer Support

10.11.1. The proponent is to provide details on the service and support offered together with measures used to ensure total customer satisfaction, including, but not limited to:

- Capability and plans to effectively and efficiently manage the Board's account.
- Ability to provide local support and service.
- Contact person(s) in your organization responsible for handling the Board's account together with the Customer Service and Support contacts responsible for handling daily questions, concerns, product information, system support, and training, etc. Initial contact for support is to be directly with the local representative, not a 1-800 number.
- The awarded proponent will be required to be "first" and "main" contact in providing ongoing system support and training to all LSBS sites for the full contract term.

10.12. Environmental

10.12.1. Proponent is required to identify their commitment to providing environmentally friendly products and services that support global awareness, reducing impact on the environment and human health. This should include, but not be limited to; vision, strategies, practices, products and programs offered in making a positive difference to the environment.

10.13. Warranty

10.13.1. Proponent warrants that goods purchased and supplied shall be of new, good, merchantable quality and conform to the product description and any applicable specifications for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee provided.

10.13.2. Board staff must not be required to register standard or extended warranties in order to make them effective. Where registration is required, vendor will provide this service.

10.13.3. Warranties must become effective on date of delivery, not order date.

10.13.4. Additional supplier warranties are to be indicated

10.14. Return Policy

10.14.1. Proponent is to include their Return Policy including procedure to return goods and any conditions of product return. The enclosed RETURN, SHORTAGES, AND DAMAGES form has been provided for such purpose and is to be completed and returned with the proponent's submission. Re-stocking charges will not be accepted on stock items.

10.14.2. Returns will become effective on date of delivery, not order date.

11. EVALUATION PROCESS

- 11.1. An Evaluation Committee of administrative staff will rank proposals based on how well they address the Board's requirements.
- 11.2. The Evaluation Committee reserves the right to be the sole judge of the acceptability of any goods and service proposed and award contract(s) which in its opinion, most closely meets the operating requirements of the Board.
- 11.3. The Board shall have no liability to any proponent arising from negotiations with one or more proponents, the failure of the Board to negotiate with all proponents, or the failure of the Board to negotiate with proponents equally and evenly.
- 11.4. If the Board and a selected proponent are unable to negotiate an agreement, the Board may begin or continue negotiation with any other proponent, at any time.
- 11.5. The Board reserves the right to inspect the proponents facility and to perform such investigations as may be deemed necessary to insure that competent personnel and management and suitable product/equipment will be used in the performance of this contract.
- 11.6. The Board reserves the right to request any additional information deemed necessary to evaluate any Proposal(s) and may do so without contacting all proponents.
- 11.7. During the evaluation process the Board may, in its absolute discretion, require proponents to make individual presentations to assist in the evaluation process. The Board assumes no obligation to provide an opportunity for an individual presentation by any particular proponent, and may select a successful proponent(s) without presentation by others.
- 11.8. All proposals will be initially evaluated as compliant or non-compliant. To be evaluated as compliant, the proponent must meet all mandatory requirements, including all data as requested on the Bid Submission Sheets.
- 11.9. Non-compliant proposals will receive no further consideration.
- 11.10. The Board reserves the right to request samples after bids are opened and before the award is made. Samples of such products offered must be made available within 3 (three) working days upon request by the LDSB. Samples must be furnished free of charge and if not destroyed in testing will, upon request, be returned at the proponent's expense. Each individual sample must be labelled with the proponent's company name and manufacturer's brand name and number. The LDSB shall be the sole judge as to the acceptability of any and all alternative, house brand or private label products.
- 11.11. Proposals will be evaluated according to the following weighted criteria. How a proposal is evaluated against these criteria is pre-determined by the Board and is not subject to discussion or negotiation with any proponent.
- 11.12. It is vital to the Lakehead District School Board (LDSB) that the process leading to the recommendation of a supplier and the conclusion of an agreement be seen to be open and fair and that each of the proponents is treated equally. No proponent can be seen to be deriving, intentionally or otherwise, an advantage or information, which is not equally available to all other proponents. Nor is it acceptable that any advantage or information be sought or obtained from any unauthorized staff or representative of the LDSB, or any benefit derived from any special or personal relationships or contacts.

EVALUATION CRITERIA

- 11.13. It is essential that the elements contained in the proponent's proposal be stated in a clear and concise manner and clearly correlate to the specific criterion being requested. Failure to provide a clear correlation to specific evaluation criterion or complete information as requested will be to the proponent's disadvantage.
- 11.14. Proponents are cautioned to provide information in sufficient depth to allow evaluation against the stated criteria. Items not addressed will be given a score of zero.
- 11.15. The detail and clarity of the proposal will be considered indicative of the proponent's expertise and competence. All information provided in response to this RFP must contain sufficient detail to be acceptable.
- 11.16. Evaluation will be based on the following criteria:

11.16.1. Company Profile, Experience & Qualifications

- Has the proponent demonstrated the necessary staffing, facilities, and financial resources to provide the requirements necessary to sustain a long term contract and perform the required work in an acceptable manner?
- Has the proponent demonstrated the required knowledge, experience, and ability to undertake and manage a long-term contract?
- How experienced and qualified are the staff that will be handling the Board account?
- How well does the management plan illustrate the lines of authority and communication?
- Has the firm demonstrated success with similar contracts including actual performance in service/delivery and completion of schedules, ability to respond to urgent requests, quality of goods and services, adherence to specifications, terms and conditions and contract compliance?
- Have appropriate references been provided?

Maximum score – 20

11.16.2. Responsiveness and Ability to meet the Board's Requirements

- Does the proponent show their knowledge and demonstrate their understanding and ability to meet the goals, requirements and the way services and goods are to be provided?
- How well does the management plan support all the Board requirements?
- Has the proponent demonstrated a thorough understanding of the purpose and scope of the RFP?
- Has the proponent demonstrated the expertise and competence to meet the requirements necessary to fulfil the services and supports required?
- Has the proponent fully addressed and offered an efficient, effective, successful and accountable means of providing services and supports required?
- Have procurement methods, products and price structures, system capabilities, support and service levels, customer satisfaction, been clearly addressed?
- How well has the proponent demonstrated supply chain efficiencies?
- How well is accountability and security completely and clearly defined?

- Have all required documents, document samples, and signatures been included?
- Has the proponent gone beyond the minimum task necessary to meet the objectives of the RFP?
- Are all required responses completed in the correct format and do the responses meet the Board's requirements?
- Does the proponent's accept and agree to the contract terms and conditions?

Maximum score – 35

11.16.3. Method & Service Requirements

- Has the proponent clearly detailed their ability and capability to fulfil all requirements and areas necessary to satisfy the LDSB's full procurement process?
- Has the proponent clearly defined the method proposed to procure goods providing on-line service capabilities?
- Has the proponent clearly demonstrated the security, functionality, accuracy, accountability, effectiveness and efficiencies of the method(s) proposed?
- Has the proponent offered effective and competitive pricing? Has the offer been clearly defined?
- Has the proponent assured availability and secure stock supply of quality products?
- Has the proponent addressed invoicing, deliveries, reporting capabilities and does the proposal meet the Board's requirements?
- Has the proponent included warranties/guarantees available?
- Has the proponent addressed supply chain efficiencies?

Maximum score – 35

11.16.4. Value Added & Uniqueness

- The Board encourages proponents to include value-added incentives for consideration, including innovative concepts or approaches to addressing anticipated challenges associated with the RFP, and future strategies.

Maximum score – 10

12. PROPOSAL FORMAT

12.1. Submissions must be structured in the format outlined below and include the documents indicated. This format is provided to ensure that a minimum level of information is submitted, and for ease of Committee evaluation.

- The Cover Page, which is the first page of this proposal document which includes your company name, address, phone and authorized SIGNATURE, etc
- Table of Contents with page numbering

- Proponents should address the criteria listed in the order they appear in Evaluation Criteria, Section 11.
- Acknowledgement of Addenda
- Bid Submission Sheets and other information as requested (catalogues, price guides, document samples etc)
- Declaration of Conflict of Interest Form
- Returns/ Shortgaes/ Damages/ Expediting Form (page
- Other supporting information you may wish to include with your submission. .

13. **AWARD OF CONTRACT(S)**

- 13.1. Contract(s) will be awarded to responsible proponent(s) whose proposal provides the best potential value to the Board. Responsible means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance for the contract obligations.
- 13.2. Award decisions will be made on the basis of the submissions most advantageous to the Board, determined by the Board at their discretion.
- 13.3. The Board reserves the right to award this contract to one or more proponent dependant on what is determined to be in the best interest and most advantageous to the Board
- 13.4. Any representative put forward as an authorized representative for the proponent, must have the capacity and legal corporate authority to negotiate changes, and to bind the proponent to said changes.
- 13.5. The Board reserves the right to reject any or all proposals for whatever reason(s) the Board deems proper and to shortlist from proposals received.
- 13.6. Lakehead District School Board Standard Terms and Conditions will apply.
- 13.7. The successful proponent will not assign, transfer, convey, sublet or otherwise dispose of the contract without the previous written consent of the Board.
- 13.8. The successful proponent shall commence the services of this contract upon receipt of written confirmation of award from the Board.



Lakehead Public Schools

DECLARATION OF CONFLICT OF INTEREST

REQUEST FOR PROPOSAL #2009-05J

OFFICE PRODUCTS and RELATED ITEMS

☐ **CONFLICT OF INTEREST (explain)**

☐ **NO CONFLICT OF INTEREST**

* * * *

I declare that the information given is true to the best of my knowledge and belief.

Company Name:

Representative Name (Please Print):

Signature:

Date:

Failure to declare Conflict of Interest may result in the exclusion of you and your company from providing services to the Board for an indeterminate period of time.

LAKEHEAD DISTRICT SCHOOL BOARD

This form must be completed and submitted with your bid.

RETURNS/SHORTAGES/DAMAGES/EXPEDITING

Bidder's Company Name: _____

Proposed Freight Company Name: _____

Expediting Orders

Contact Person: _____

Phone Number: _____

Fax Number: _____ E-mail: _____

Shipment Shortages

Contact Person: _____

Phone Number: _____

Fax Number: _____

Shipment Damages

Contact Person: _____

Phone Number: _____

Fax Number: _____

Return Goods Policy

Contact Person: _____

Phone Number: _____

Fax Number: _____

Return Address: _____

Process to Return Goods:

Note: If incorrect goods are shipped to various locations and must be returned, Lakehead District School Board does not have the facilities to consolidate the orders from each site to return. If required, goods would be returned by each individual location.



ACKNOWLEDGEMENT OF ADDENDUM

REQUEST FOR PROPOSAL #2009-05J

OFFICE PRODUCTS and RELATED ITEMS

I/We have received and allowed for Addenda numbered as follows

_____.

Firm Name: _____

Representative: _____ Position _____

Signature: _____ Dated _____

LAKEHEAD DISTRICT SCHOOL BOARD



PROOF OF LIABILITY INSURANCE WILL BE ACCEPTED **ON THIS FORM ONLY**

CERTIFICATE OF INSURANCE

Contract Number _____
(if applicable)

Description of Contract _____

INSUREDS: (Contractor) _____

And LAKEHEAD DISTRICT SCHOOL BOARD

POLICY	COMPANY AND POLICY NUMBER	DATE		LIMITS OF LIABILITY
		Effective	Expiration	
GENERAL LIABILITY BODILY INJURY PROPERTY DAMAGE				Minimum Requirement - \$2,000,000 inclusive
AUTOMOBILE LIABILITY BODILY INJURY PROPERTY DAMAGE				Minimum Requirement - \$2,000,000 inclusive
OTHER (Describe)				

IMPORTANT: This Certificate confirms that the Policies listed above are in full force and effect and that these Policies will not be cancelled without thirty (30) days prior written notice being given to the Lakehead District School Board, and further that the General Liability Policy listed above includes all coverage outlined under 1, 2, 3, 4 and 5 below.

GENERAL LIABILITY COVERAGE INCLUDES:

1. Completed operations.
2. Non-owned Automobile Liability.
3. Occurrence Property Damage.
4. Broad Form Property Damage.
5. This will confirm that the Lakehead District School Board has been added as additional insured on the above Certificate of Insurance, but only for liability arising out of the operations of the named insured.

DATE _____

Name of Insurance Company(ies) (not Brokers)

Address of Insurance Company or Broker

Signature of Authorized Representative or Official of
Broker



STANDARD TERMS AND CONDITIONS FOR TENDERS, REQUEST FOR PROPOSALS, AND CONTRACTS

SCOPE:

These Standard Terms and Conditions for Tenders and Contracts form a part of each tender, proposal, and contract and they apply in like force for the purchase of materials, supplies, equipment and services. All tenders called for by the Lakehead District School Board will bind Bidders to the terms and conditions herein set forth. Any alleged oral agreement or arrangement made by a Bidder or contractor with any employee of the Lakehead District School Board will be disregarded.

SUBMISSION OF PROPOSAL:

1. The Lakehead District School Board shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the non-acceptance by the Lakehead District School Board of any Bidder's submission or by reason of any delay in its acceptance.
2. Tenders shall be submitted on and in accordance with forms supplied by the Purchasing Department of the Lakehead District School Board. No consideration will be given to tenders or tender modifications which are transmitted by facsimile or telephone.
3. Tenders must be submitted in the enclosed envelope, which is addressed to the Lakehead District School Board. Tender envelopes must clearly indicate the tender name and number. Envelopes must also show company name and address of Bidder. Bidders are cautioned with regard to omissions and irregularities which may cause the tender to be rejected or be determined non responsive.
4. Any Tender received by the Purchasing Department later than the time and date specified WILL NOT BE CONSIDERED, and will remain unopened in our file, unless the Bidder requests the tender be returned to him. This applies to tenders sent by mail and tenders delivered in person.
5. The Lakehead District School Board reserves the right to accept or reject tenders not properly completed.
6. Electronic reproduction, alterations, erasures, or modification by any means to this original document will **NOT** be permitted under any circumstances. Tampering with these original documents will result in your bid being disqualified.
7. Adjustments or corrections to a Bidder's submission that has been received by the Lakehead District School Board are not allowed, unless requested prior to the closing date and time.
8. The Bidder shall not rely upon any oral information or representation provided to them by the Lakehead District School Board or any person connected with the Lakehead District School Board nor upon any written information or representation other than this document or addendums to this document.
9. Performance surety, binding the supplier faithfully to fulfill the obligations of his tender, may be required. Such surety, when requested, must be submitted as specified in the tender documents. Failure to include requested sureties will disqualify your bid.
10. **PRICING MUST INCLUDE DELIVERY. DELIVERY MUST BE FOB DESTINATION, UNLOADED, FREIGHT PREPAID.** This is mutually understood to mean the Seller pays the freight charges; bears the freight charges, owns the goods in transit and files claims, if any, with the carrier. FOB destination unloaded means items are to be delivered to any specified destination within the limits of the Lakehead District School Board.

Standard Terms & Conditions cont'd

11. Prices are to remain firm for the duration of the contract. Prices will not be considered firm if the conditions "subject to manufacturers" or "other increases beyond our control", are indicated.
12. Prices quoted must be expressed in accordance with our specified unit of measure.
13. Where materials are furnished for a specified price per unit of weight, the Lakehead District School Board reserves the right to require such materials to be weighed on scales designated by it, in which case payment shall be made on the basis of the net weight of the materials furnished.
14. In the event of any discrepancy between the unit price and the extension, the unit price shall govern.
15. The Lakehead District School Board reserves the right to purchase additional requirements at the prices submitted herein for a period of one year after the tender closing date, if mutually agreed upon between the Lakehead District School Board and the supplier.
16. All suppliers to the Lakehead District School Board are required to indicate the Provincial Sales Tax (if applicable) and the Goods and Services Tax as separate line items on all tenders, quotations, and invoices.

The supplier's Registered G.S.T. NUMBER must be indicated on all invoices.

17. In order to establish a basis of quality, certain materials, processes, types of machinery and equipment may be specified either by description of process or by designating a manufacturer by name and referring to a brand or product designation. It is not the intent of these specifications, unless noted otherwise, to exclude other processes, equipment, or materials of equal value, utility or merit, which are approved by the Lakehead District School Board.

In submitting a tender on a commodity other than as specified, the Bidder must include with the tender complete data and descriptive literature with respect to the alternate commodity proposed. FAILURE TO DO SO MAY RENDER YOUR TENDER INVALID. Consideration will be given to tenders submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Lakehead District School Board.

If the Bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity as described in the tender specifications. Items listed as NO SUBSTITUTE must be quoted as described.

18. Samples, when required, must be submitted strictly in accordance with instructions of the specific tender; otherwise the tender may not be considered.
19. Any goods delivered must be new unless otherwise stated in the tender. Any equipment delivered must be standard new equipment of the latest model unless otherwise stated in the tender.
20. Where any parts of the equipment are not described, it shall be understood that all the equipment and parts which are usually provided in the manufacturer's stock model shall be furnished.
21. The Lakehead District School Board reserves the right to reject any materials that differ from our specifications or differ from the samples submitted. Any rejected materials will be returned at the supplier's expense.
22. The Bidder declares that the tender is NOT made in connection with any other Bidder submitting a tender for the same commodity or commodities, and is in all respects fair and without collusion and fraud.
23. The Lakehead District School Board is obligated to release information that is not exempt according to the Municipal Freedom of Information and Protection of Privacy Act, unless specific areas of the Bidder's document are identified by the Bidder to the Lakehead District School Board.

Standard Terms & Conditions cont'd

24. Any terms or conditions, which cannot be fulfilled, are to be clearly outlined on the Bidder's letterhead and enclosed with the tender.
25. All tenders which are received by the stated closing time will be opened publicly. The disclosure of information provided will be limited to the bottom line price, if applicable, and the names of the bidders.
26. A Material Safety Data Sheet must accompany each shipment and goods must be labeled per WHMIS regulations, or goods will be returned at the supplier's expense.
27. All electrical and mechanical equipment must be CSA and/or Ontario Hydro approved.
28. The tender is irrevocable for a period of sixty (60) days from the closing date of tender.

EVALUATION AND AWARDS:

29. In the case where two or more bids are identical the Lakehead District School Board reserves the right to award the tender at their discretion.
30. The Lakehead District School Board, unless it otherwise states, reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the tender, or to reject any and all tenders in whole or in part.
31. All bids will be evaluated to determine which one offers the best value and meets the objectives of the Lakehead District School Board. Criteria will consist of but not be limited to consideration of delivery date, price, quality of goods and services offered, performance, reputation, any special or extra costs involved therein, enhancement to minimum specifications, Bidder's qualifications and reliability.
32. The Lakehead District School Board reserves the right to negotiate with the successful supplier, minor changes or variations to the bid without recalling the tender, if deemed to be in the best interest of the Lakehead District School Board.
33. The lowest or any tender not necessarily accepted. The Lakehead District School Board will take into account the following criteria in deciding which, if any of the bids to accept:
 - a) Whether the lowest priced bid is the actual lowest cost to the Lakehead District School Board.
 - b) Whether the Lakehead District School Board decides in good faith for reasonable cause to award the Contract to other than the Bidder having the lowest priced bid.
 - c) The desirability of canceling the call due to financing problems or changing economic circumstances.
 - d) Information becoming available after closing which significantly changes the scope of the tender.
 - e) Whether the lowest priced bid is the most efficient and cost-effective to the Lakehead District School Board.
 - f) Failure by the lowest priced Bidder to sign/or seal a bid submission and/or provide acceptable security; and
 - g) Where in good faith and for reasonable cause it is not in the best financial interest of the Lakehead to accept the lowest priced bid submission.
34. Evaluation of the bids will include consideration of Responsive and Responsible Vendors only.
 - a) Responsive Vendor meaning one whose submission complies with the provisions of the tender.

Standard Terms & Conditions cont'd

- b) Responsible Vendor meaning one who can reasonably be expected to provide satisfactory performance of the contract. For the purpose of determining whether or not a vendor is a Responsible Vendor, the Lakehead District School Board may take into account any relevant consideration including but not limited to reputation, references, performance of previous contracts, and sufficiency of financial resources.
- 35. A Bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the tender documents.
- 36. Discounts for prompt payment are encouraged and may be considered in the evaluation of tenders.

CONTRACT:

- 37. A Lakehead District School Board Purchase Order or any other official acceptance of the offer in writing by the Lakehead District School Board shall constitute a contract between the Bidder and the Lakehead District School Board. This contract shall bind the Bidder on his part to furnish and deliver the commodities at the prices given and in accordance with the conditions of said accepted tenders and the Lakehead District School Board on its part to take delivery of and pay for the commodities at the contract price. When so requested by the Lakehead District School Board, the contractor shall execute a formal contract with the Lakehead District School Board for the complete performance specified therein.
- 38. It is mutually agreed and understood that the supplier shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the Lakehead District School Board.
- 39. Shipment of goods or commencement of work shall be at the risk of the Bidder, if undertaken in advance of his receipt of a properly executed Lakehead District School Board Purchase Order or other contract.
- 40. The Lakehead District School Board reserves the right to terminate the contract without notice if service is deemed unsatisfactory by the Lakehead District School Board or not as specified in the conditions outlined herein.
- 41. Failure of a supplier to deliver within the time specified, or failure to make replacements of rejected commodities when so requested, will constitute authority for the Lakehead District School Board to purchase in the open market to replace the commodities rejected or not delivered. The Lakehead District School Board reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases the supplier agrees to promptly reimburse the Lakehead District School Board for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities.
- 42. If at any time during the period covered by this contract, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the Lakehead District School Board and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.
- 43. All suppliers must adhere to the following procedures in order to perform work activities on the Lakehead District School Board property.
 - a) Immediately upon arrival at the site, report to the Principal, Chief Custodian or designated Project Coordinator and inform them of the reason for the workers being in the building or on the grounds.
 - b) Report any potential safety concerns where students or staff is involved.

Standard Terms & Conditions cont'd

- c) Ensure students are away from the immediate work site.
 - d) Do not operate any vehicle or equipment on the grounds during school recess.
 - e) Report any irregularities such as, delay in materials, extended times for completion of work, etc., to the Principal, Chief Custodian or designated Project Co-ordinator.
 - f) Adhere to school policy for proper attire while on school property, that is, obscene t-shirts are not acceptable dress codes.
 - g) Avoid the use of profanity while on Board property.
 - h) **SMOKING** is prohibited on all Board property.
 - i) **NO ADVERTISING** on Board property.
44. If the supplier is responsible for a delay in the progress of the work, the supplier will without additional cost to the Lakehead District School Board, work such overtime, as deemed necessary, in the opinion of the Lakehead District School Board's representative to avoid delay in the final completion of the work or any operations thereof.
45. The Lakehead District School Board reserves the right to remove from eligibility to submit proposals for an indeterminate period, the name of any Bidder for failure to accept a contract, or the name of any supplier for unsatisfactory performance of contract.

CONTRACT GUARANTEES:

46. The supplier hereby covenants and agrees:
- a) To perform the contract in accordance with the specifications and proposal under which the contract is awarded.
 - b) To save the Lakehead District School Board, its agents, or employees harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
 - c) To guarantee that the good(s) and/or work will be free from defects in design, materials, components, and workmanship for the periods set out below, or as otherwise stated if greater than the warranty stated below. Any such defects in design, materials, components, and workmanship shall be corrected, repaired, or replaced by the supplier with new or replaced parts free of any additional cost to the Lakehead District School Board. The warranty periods shall commence upon acceptance of the good(s) and/or work by the Lakehead District School Board.

Material: Two (2) years.

Labour: One (1) year

Any materials, parts or components which have been replaced or which are used for replacement due to defects in design, material or workmanship under the initial warranty period shall be warranted for one (1) year from the date of the Lakehead District School Board's acceptance of the replacement or repair, or shall take in the remainder of the original applicable warranty period, whichever period is greater.

- d) To furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or the work of other contractors.

Standard Terms and Conditions cont'd

- e) To pay for all permits, licenses and fees, and to give all notices and comply with all by-laws and regulations of the Lakehead District School Board.
- f) To carry such insurance as may be required by the Lakehead District School Board, and to furnish satisfactory proof thereof when required by the Lakehead District School Board.

PACKAGING AND DELIVERY:

- 47. Delivery must be FOB destination unloaded, freight prepaid. It is the supplier's responsibility to **unload** the goods at the designated receiving location within the building unless otherwise stated by the Lakehead District School Board.
- 48. Goods shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packaging material or containers. The containers shall remain the property of the Lakehead District School Board unless otherwise stated in the tender specifications of the proposal.
- 49. Delivery must be made as ordered and in accordance with the proposal. If no delivery instructions appear on an order it will be interpreted to mean prompt delivery. Burden of proof of delay in receipt of order shall rest with the supplier.

DEFECTIVE/INFERIOR GOODS AND SERVICES:

- 50. The Lakehead District School Board reserves the right to accept or reject goods or services described within the tender that it deems inferior.

In the event that goods deemed by the Lakehead District School Board to be defective or inferior are delivered to the Lakehead District School Board, the following steps may be taken at the sole discretion of the Board:

- a) Request the vendor to retrieve the goods at its own expense within ten (10) days after notification unless public health and safety require immediate disposal of such rejected goods in which case the Lakehead District School Board may take such actions as it deems necessary. Rejected goods left longer than ten (10) days will be considered as abandoned and the Lakehead District School Board shall have the right to dispose of them as its own property
- b) Charge the vendor for any shipping and removal costs incurred to the Lakehead District School Board as a result of abandonment of goods.
- c) Use or consume the goods and discount the price accordingly.
- d) Return the goods to the vendor for 100% refund of purchase price without penalty of re-stocking charges.
- e) Request replacement of goods at no charge.

Under no circumstances will the Lakehead District School Board be responsible for return or disposal of defective or inferior goods.

Standard Terms and Conditions cont'd

PAYMENT:

51. In the absence of a favourable discount, the standard of Net 30 days shall apply.
52. Discounts for prompt payment will be calculated from the date the Lakehead District School Board receives the invoice, or the date the goods/services are found to be acceptable by the Lakehead District School Board, or the date when a discrepancy on an invoice is adjusted to the Lakehead District School Board's satisfaction, whichever is the later date. The Lakehead District School Board will consider the date of the Lakehead District School Board's cheque to be the payment date, and when that date is within the prompt payment terms, the Lakehead District School Board's obligation to meet the prompt payment terms is fulfilled.
53. All invoices submitted must include the purchase order number, work order and/or account numbers for each item. Where required, copies of all supporting packing slips and/or invoices bearing the signature of authorized Lakehead District School Board staff must accompany the applicable invoices submitted for payment.

All invoices must be submitted in duplicate. Payment will be made on original invoices only, not photocopies or fax copies.

Invoices are to be sent directly to the ACCOUNTING DEPARTMENT, 2135 Sills Street, Thunder Bay, ON P7E 5T2.

If an invoice is received without all relevant data for processing, it will be returned to the supplier.

Payment terms will come into effect upon receipt of a properly completed invoice.

All current year invoices must be received by the Lakehead District School Board office prior to August 31 in order to be processed for our fiscal year-end. Late invoices may result in delay of payment.

54. Where there is a question of non-performance, payment in whole or in part will be withheld. In the event cash discount is involved, the withholding of payment as provided herein shall not deprive the Lakehead District School Board from taking such discount.
55. All charges against a supplier shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the supplier shall pay the Lakehead District School Board, on demand, the amount of such charges.

SAVING:

56. It is understood and agreed that the supplier shall not be held liable for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the supplier and which by the exercise of reasonable diligence, the contractor is unable to prevent. Should the performance of any contract be delayed or prevented as herein set forth, the supplier agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

OCCUPATIONAL HEALTH AND SAFETY:

57. THE SUPPLIER WILL BE RESPONSIBLE TO TAKE ALL NECESSARY STEPS TO PROTECT PERSONNEL (WORKERS, VISITORS, GENERAL PUBLIC, ETC.) AND PROPERTY, FROM ANY HARM DURING THE COURSE OF THE CONTRACT.

All work procedures and equipment will be in accordance with the Lakehead District School Board and legislated standards.

Only competent personnel will be permitted on site. The Supplier will determine who is competent, and will cause to remove from the site any persons not observing or complying with safety requirements.

The supplier shall supply competent personnel to implement their safety program and ensure that the Lakehead District School Board's standards, and those of the OHSA, are being complied with.

The Lakehead District School Board may monitor daily to ensure that safety requirements are met, and that safety records are properly kept and maintained. Initial disregard for safety standards will cause the contract to be reviewed and a written record of the review will become part of the contract documents. A second infraction can lead to loss of contract.

The supplier will report to the Lakehead District School Board, and jurisdictional authorities, any accident or incident involving supplier, the Lakehead District School Board or public; personnel and/or property, arising from the supplier's execution of the work.

The supplier will include all provisions of this contract in any agreement with subcontractors, and hold all subcontractors equally responsible for safe work performance.

If the supplier is responsible for a delay in the progress of the work due to an infraction of legislated or the Lakehead District School Board health and safety requirements, the supplier will, without additional cost to the Lakehead District School Board, work such overtime, as deemed necessary, in the opinion of the Lakehead District School Board's representative to avoid delay in the final completion of the work or any operations thereof.

PRIOR TO PROGRESS OR FINAL PAYMENT ON A CONTRACT, THE SUPPLIER MUST PROVIDE A WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) CERTIFICATE OF CLEARANCE