



INSTRUCTIONS TO BIDDER

Instructions:

Bids are invited from suppliers/service providers for this project to enter into Contract(s) on a non-exclusive basis with the Board to provide the Goods or Services as listed herein and more specifically in the Request.

Bidders shall promptly examine the entire Request after receipt. Any errors, omissions or ambiguities discovered therein prior to the Closing Date and Time should be reported to the person named in the RfX document and/or in the Supplementary Instructions to Bidders of the Request. If necessary, and time permits, an Addendum may be issued to all Bidders before the Closing Date and Time. Unless confirmed by Addendum, Bidders shall not take into consideration any information which could modify the Request.

The Board reserves the right in its discretion to choose as many bidders as it deems necessary to provide the Goods or perform the Services within the requirements stated.

The successful bidder(s) will be required to enter into a Contract for a **specified period**. The Board reserves the right, at its sole discretion to renew the Contract **for a specified period**, provided written notice within one hundred and twenty (120) days prior to the end of the Contract is given to the supplier, by the Board. The terms and conditions of the renewal contract would remain the same as for the initial Contract period.

In the event of any conflict in the Terms and Conditions of these Instructions to Bidders and the Terms and Conditions of the Contract and/or the Request, the Terms and Conditions of the Contract and the Request shall take precedence.

Definitions

In the Request, each capitalized term shall have the following meaning:

"Addenda/Addendum" means a written change, addition, alteration, correction or revision to a bid proposal or contract document.

"Authorized Officer" means the Person that has the ability to bind the Bidder.

"Bid" means the bid provided by the Bidder in conformity herewith.

"Bidder" means the Person who submits a Bid in response to an invitation for bid.

"Board" means the Toronto District School Board.

"Closing Date and Time" means the date and time by which the Bid must be received, failing which such Bid will not be accepted or considered.

"Contract Price(s)" means the unit prices or other costing required by the Request and set out in the Contract.

"Contract(s)" means the Request and the Bid and any other agreements entered into between the Board and the Bidder in writing, signed by all parties, and/or, any purchase orders or other such documents issued by the Board, pursuant to such documents and includes the terms and conditions of such transactions accessible at the website operated by or on behalf of the Board.

"Customer(s)" means all authorized employees or representatives of the Board who purchase Goods or Services from, through or on behalf of the Board.

"FOB Destination" means freight prepaid: title passes at destination and seller pays the freight.

"Goods or Services" or "goods or services" mean those goods and/or services set out in the Request.

"Intellectual Property" means any trade-mark, copyright, moral right, patent, industrial design, trade name, domain name, trade secret, know how, integrated circuit topography or other intellectual property, industrial property or proprietary right owned by, licensed to, or used by any third Person.

"Period" means the duration of the Contract set out above and in the specifications/drawings.

"Person" means any natural person, partnership, limited partnership, joint venture, syndicate, sole proprietorship, body corporate, company or corporation with or without share capital, unincorporated entity or association, trust, trustee, executor, administrator or other legal personal representative, regulatory authority or other entity recognized as such by applicable law, however designated or constituted.

"Privacy" means any law or regulation, of any nature, whether federal, provincial or territorial, dealing with privacy, personal information protection and electronic documents protection and enforcement.

"Request" means the Request for "Tender, Quotation, Proposal or Information" document.

"Specifications" means those stated requirements for the Goods and/or Services set out in the Request.

BIDEVALUATION

Bidders must respond to the Request by submitting all data required herein in order for the Bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a Bid from further consideration for award.

Testing

The Board reserves the right to have the Goods of any Bidder tested, by an accredited testing organization, to ensure compliance with the standards set in the Request or with accepted standards such as Health & Safety, WHMIS, CGSB, and CSA. A full report of Goods will be available to each Bidder whose Goods are tested. All costs associated with this testing shall be borne by the relevant Bidder.

Samples

Samples of Goods are to be submitted only when requested, and at no cost to the Board. Samples, if required, are to be enclosed in a separate sealed package identifying the name of the Bidder, item numbered and the Tender number on it. Samples not picked up within 7 days of the Contract award shall become the property of the Board on the 8th day at no cost to the Board.

Tie Low Bids

Should tied low bids be received on any item or list of items and all other things being equal, the Board will take into consideration the nature of the service provided by any or all of the bidders concerned in any previous dealings with the Board. Under no circumstances will the Board permit subdivision of orders to tied bidders. In the event of a tie in pricing, where two parties have submitted identical prices and all other requirements being equal, the winner will be determined by a coin toss.

Conflict of Interest

Each Bidder shall declare to the Board as part of its Bid any situation that may be a conflict of interest or a potential or perceived conflict of interest of Bidder, including obligations to, or with the Board, the Contract, the Contract Price or the Customer.

No Influence

The Board prohibits its representatives from using their official position for personal financial gain, either directly, or indirectly or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his/her duties, to extend any special favour to a Bidder, or to influence the outcome of any Bid. The Board reserves the right to disqualify the proposal, tender or Bid of any Bidder who engages in any acts or practices which may directly or indirectly, or may reasonably be perceived, either directly or indirectly to be made for the purpose of influencing the outcome of the Bidding process, the Bid or the Contract, in their favour.

PRICING INSTRUCTIONS

All costs, carriage, and insurance are to be borne by Bidder, F.O.B Destination & Freight Prepaid.

Each Bidder shall provide all Contract Prices for the Goods or Services to be supplied. All required information and each and every space on the Request, if applicable, must be completed. No information may be inserted to fill any space intended to be left blank or unanswered.

The Contract Prices shall not include any taxes.

All Contract Prices shall be quoted in Canadian Funds.

All Contract Prices shall include delivery.

QUANTITIES IN ANY REQUEST ARE ESTIMATES ONLY; THE BOARD DOES NOT GUARANTEE ANY QUANTITIES TO BE ORDERED.

BID AWARD

The Board intends to award the Contract to Bidder(s) whose Bid is most acceptable in terms of the Bid requirements.

The Contract will be awarded based on the lowest priced Bid received for Request for Tenders; or highest evaluated Bid received for Request for Proposals.

The award of a Contract may be made to as many Bidders as deemed necessary to fulfill the anticipated requirements of the Board

Following the initial screening, the evaluating committee may request the short-listed Bidders to make presentations to the committee in order to clarify or verify the Bids and to develop a comprehensive assessment of the Bid. The Board will schedule the time and location of these presentations. Presentations are at the option of the Board and may not be conducted. Bidders are, therefore, encouraged to present initially as complete a Bid as possible.

The Board shall not enter into any separate contract or agreement drafted by, presented by or otherwise proposed by the Bidder, including any "standard form" or other vendor contract.

THE REQUEST AND YOUR BID RESPONSE WILL BE THE BASIS FOR THE CONTRACT.

BIDDER

Bidder represents and warrants to the Board as follows:

- (i) Bidder has full corporate power and authority to execute and deliver this Bid and to enter the Contract and to perform its obligations hereunder and carry out the transactions contemplated hereby. The execution, delivery and performance by it of the Bid has been duly and validly authorized and no additional corporate authorization or action on its part is required in connection with the execution, delivery and performance by it of the Contract or the consummation by it of the transactions contemplated hereby;
- (ii) If applicable, Bidder is a corporation duly organized, validly existing and in good standing under the laws of Canada, one of the provinces of Canada or one of the States of the U.S.
- (iii) This Bid is and the Contract shall be a valid and binding obligation of Bidder, enforceable against it in accordance with its terms;
- (iv) The Goods or Services and the provision thereof under the Contract and/or the use, display, distribution, provision, performance, marketing, and/or sale of such Goods or Services by or on behalf of the Board, or by any person authorized by the Board, including students registered by or through the Board and/or purchasers from or through the Board, shall not infringe, violate or interfere with any Intellectual Property; and
- (v) In performance of the Contract, Bidder shall comply with all applicable laws and regulations whether Federal, Provincial or Municipal and obtain and maintain all required licences, permits and approvals which are required by any regulatory authority and shall furnish the Board with written evidence thereof if requested.

ENQUIRIES PRIOR TO THE CLOSING DATE

Bidders shall direct all inquiries regarding the Request in writing, up until 5 business days (120 hours) before the Closing Date and Time to the Contract Specialist outlined in the Request.

Any interpretation, addition, deletion, correction, change or alteration in the Request will be made by Addendum). All Addenda shall become an integral part of the Request and shall be allowed for and taken into account in arriving at the Contract Prices. Interpretations, additions, deletions, corrections, changes or alterations in the Request made in any other manner will not be binding upon the Board, and Bidders shall not rely upon such.

The Board reserves the right to distribute any or all questions and answers to or from one Bidder to all other Bidders.

SUBSTITUTIONS

Unless qualified by the provision "NO SUBSTITUTE", the use or display of the name of a manufacturer, brand, make, catalogue designation or other goods and/or services identifier in specifying a good and/or service are for example only, and does not restrict the Bidder to that manufacturer, brand, make, catalogue designation, or other identification. Such use or display indicates the character, quality and/or performance of the Goods or Services desired by the Board. The Goods and/or Services on which the Bid is submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as specified in the Request. In submitting a Bid on Goods and/or Services other than as specified, the Bidder must furnish complete data and identification with respect to the alternate good and/or service the Bidder proposes to furnish.

Consideration will be given to a Bid submitted on alternate goods and/or services to the extent that such alternative Goods and/or Services will serve the best interests of the Board. If the Bidder does not indicate the Good and/or Service to be provided under the Contract, it shall be deemed that the Bidder shall furnish the exact Goods or Services as described in the Request.

The Board reserves the right to accept or reject proposed alternatives as the Board sees fit. Rejection by the Board is final.

Alternative Goods or Services may be included in the Bid and the Bidder may submit prices for such goods and/or services which the Bidder considers to be of equal or better quality than those listed in the Request. In the event the Bidder submits an alternative good and/or service and it can be readily determined that the good and/or service is acceptable to the Board, it will be considered accordingly during the analysis of all the bids received prior to award. If the alternative good and/or service cannot be readily accepted, and the Bid price indicates that there could be an economical benefit to the Board, then the good and/or service will be put into testing pursuant to Substitutions, herein, to determine acceptability. However such goods and/or services shall not be considered for a Contract during this current bid process. If, during the

testing process, it is determined that the good and/or service is acceptable, then it may be included as an approved good and/or service for future bids or quotation calls.

There shall be no cure period in respect of the above. Upon termination, Bidder shall take all steps required by the Board to facilitate such termination and the effects thereof and shall assume all obligations, costs, expenses, liabilities, losses and/or damages therefore. Notwithstanding the foregoing, in the event that the Board determines that any non-compliance with any Specifications or quality requirements creates material threat of personal injury or material injury to property of any third Person, upon written notice thereof by the Board to Bidder, Bidder shall immediately rectify the non-compliance or immediately cease offering those Goods or Services until it can comply with the Specifications or quality requirements to the satisfaction of the Board.

Nothing herein is intended to replace or derogate from any other termination provisions or other remedies that the Board may have at law or in equity in consequence of any breach of, or failure to observe and perform, any covenant, representation or warranty in the Contract by Bidder.

INDEMNIFICATION

No Liability

Bidder agrees that the Board shall not be liable for and is under no obligation to indemnify, hold harmless or defend any entity or person including the Bidder (or any officer, employee, agent, assign, successor, director, shareholder, authorized representative or independent contractor, including sub-contractors of the Bidder), for any injury (including death) or damage, of any nature, or for the loss or damage to the property or business of the Bidder (or its officers, employees, agents, assigns, successors, directors, shareholders, authorized representatives or independent contractors, including the Bidder's sub-contractors), in any manner based upon, occasioned by or in any way attributable to the Contract and/or the provision of the Goods or Services under the Contract and/or any actions of the Board and the Bidder hereby releases and forever discharges the Board therefore.

Indemnity

Bidder shall at all times and from time to time indemnify, hold harmless and defend the Board (and its trustees, members, employees, officers, agents, authorized representatives, independent contractors or any person authorized by the Board, including students registered by or through the Board and/or purchasers from or through the Board):

- (i) from any and all claims, demands, actions, suits or other proceedings ("action") by whomsoever made, sustained, brought or prosecuted in any manner,
 - a. including, in connection with, due to, or arising in any way from the Goods or Services, with respect to the provision of the Goods or Services under the Contract and/or with respect to the use, display, distribution, performance and/or marketing of the Goods or Services,
 - b. based upon, incurred, claimed, paid, suffered or sustained by, occasioned by or attributable to or for personal injury, property damage or business damage or any infringement of, violation of or interference with or otherwise, due to or arising in any way from any Intellectual Property of any third party, and/or
 - c. anything done or omitted to be done by the Bidder, it's sub-contractors, officers, directors employees agents, assigns, successors, shareholders, or authorized representatives; and/or
- (ii) for any and all costs, damages, expenses, liabilities, losses including, without limitation, any and all amounts paid to settle any action or satisfy any judgement, fine, assessment, penalty, loss, expense, cost or liability of any kind whatsoever (including court costs and counsel fees on a solicitor and its own client basis),

(herein collectively called an "Indemnifiable Loss" and any indemnified Person herein collectively called an "Indemnified Party").

Claims

- (i) Notwithstanding anything herein to the contrary, Bidder shall not pay, compromise or settle any action or seek or agree to any equitable relief without the consent of the Indemnified Party, such consent not to be unreasonably withheld or delayed. Bidder shall provide reasonable information to the Indemnified Party on an ongoing basis regarding any action and any proposed payment, compromise or settlement of any action and the basis for any equitable relief sought.
- (ii) Notwithstanding anything herein to the contrary, if Bidder acknowledges to the Board in writing Bidder's obligation to fully indemnify the Indemnified Party with respect to an Indemnifiable Loss and provides the Board with reasonable proof of its ability to indemnify, Bidder may compromise or settle in accordance with the provisions of this paragraph, at Bidder's own expense and by Bidder's own counsel (provided such counsel is acceptable to the Board, in its sole discretion), any such matter involving any action relating to an Indemnified Party.
- (iii) In the event that Bidder does not acknowledge as aforesaid and/or provide such reasonable proof, as required in the previous paragraph, the Indemnified Party shall be entitled (but not obligated) to personal carriage of any and all matters giving rise to an actual or potential Indemnifiable Loss. In connection therewith, Bidder agrees to consent to any compromise or settlement proposed by the Indemnified Party where either
 - a. The compromise or settlement results in no Indemnifiable Losses that are required to be indemnified by Bidder or,
 - b. The Indemnified Party agrees to bear any and all Indemnifiable Losses.
- (iv) In any event, Bidder shall cooperate in the compromise of, the contest of and the defence against, any such asserted action, and shall upon the request of the Indemnified Party assist and participate in the contest and defense of such action.
- (v) Bidder may not settle or compromise an action over the objection of the Indemnified Party if such settlement or compromise would impose any enforceable judgement or holding, declaration, liability or obligation (including, but not limited to the requirement to take or refrain from taking any action) on such Indemnified Party.

BILLING

Invoices MUST be e-mailed in PDF format individually to this address: apinvoices@tdsb.on.ca (preferred method) with the Purchase Order Number clearly indicated on the invoice.

OR

Vendor shall submit invoices and statements in writing directly to:

Accounts Payable, 5050 Yonge Street, 3rd Floor
Toronto, ON, M2N 5N8

Hand written invoices will not be accepted and will be returned to the vendor

Itemization of Invoices

Invoices must include the following information regarding purchases by the Board:

- Date of Purchase
- Quantity
- Individual Line Item Description
- Purchase Order Number
- Contract number, when applicable
- Requisitioner Identification
- HST registration # and HST amount

PAYMENTS

The Board will issue payments for all purchases in accordance herewith. Bidder acknowledges that payments will be delayed in respect of invoices which do not conform to all the itemized information required in order to permit the Board to obtain all required data to properly allocate purchases to project accounts and to verify completion of work.

The frequencies and quantities of orders or purchases if any, set out the Request, are for Bid evaluation purposes only; and are not representations of any guarantee of the frequency or quantities of orders or purchases by the Board for the Goods or Services under the Contract. Payments for the Goods or Services provided under the Contract shall be based on the actual quantity of Goods or Services ordered and received, pursuant to the Contract and at the Contract Price. The Board does not assume any liability for any inventory carried by the Bidder to satisfy the requirements of the Contract.

The Board reserves the right to negotiate with the Bidder, the date on which the invoice or billing statement will be submitted to the Board.

ELECTRONIC FUND TRANSFER (EFT)

The Toronto District School Board (Board) requires all suppliers to participate in a direct deposit system (electronic funds transfer) as the only acceptable method of payment to the Board's suppliers. The benefits to our vendors include increased security and improved efficiencies by eliminating delays in handling and processing of cheques. This also means that you will receive payment sooner.

The successful Bidder shall be required to provide the Board with the necessary banking information to enable electronic fund transfers for the payments of Goods or Services. Under no circumstances shall the Board be responsible for the payment of any transaction fees or other related charges that may be imposed or incurred by the supplier.

Necessary information is a void cheque (if at all possible) with an e-mail address for the deposit notification to be sent to, or, the following information in writing:

1. Bank number
2. Bank Transit number
3. Bank account number
4. E-mail address for deposit notification purposes

If Bidder has previously provided this information and there are no changes, please disregard this request for information.

DISPUTES

In the event of any dispute or claim arising between the Board and the Bidder as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, then the Board shall have the right at any time to submit the particular matter to arbitration in accordance with Arbitrations Act (Ontario). If the Board does not exercise its right to submit the matter to arbitration, then either party may submit the dispute to such judicial tribunal in Ontario, Canada, as the circumstances may require.

Debriefing Sessions

Unsuccessful Bidders are welcome to request a debriefing session from the Contract Specialist/Purchasing Specialist, following recommendation of Contract award notification. The purpose of the debriefing is to discuss the Request process that was followed and provide feedback on the strengths and weaknesses of the Bidder's submission with suggestions for improvement. A request must be made no later than 60 days from the Contract award notification.

BID PROTEST PROCEDURE

In the event that a Bidder wishes to review the decision of the Board in any respect of any material aspect of the Request process, and subject to having attended a debriefing, the Bidder may submit a protest in writing to the Manager of Purchasing Services within 10 days of such a debriefing. Any protest in writing that is not timely received will not be considered and the Bidder will be notified accordingly.

A protest in writing shall include the following:

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

The Manager will respond, in writing, to the Bidder within 10 Days of receiving written protest. The Manager's decision, in consultation with the Assistant Comptroller-Administrative Services, shall be considered final and conclusive.

RIGHT TO CONTRACT FOR IDENTICAL OR SIMILAR GOODS OR SERVICES

By entering into the Contract, the Board does not and shall not limit its right to contract for identical or similar Goods or Services from any other Person should the Bidder be unable to furnish the required Goods/Services within the required time frame.

Any Goods or Services requested by the Board during the term of the Contract, but not yet completed by the end of such term, shall nonetheless be provided by the Bidder under the terms of the Contract.

ENVIRONMENTAL PROTECTION

Committed to liaising with school and community environmental groups and suppliers, the Board strives to source, promote and support products and services that are environmentally sound and are in support of the Toronto District School Board's Environment Policy. -The policy is available on the Board's website, per link below.

<http://www.tdsb.on.ca/AboutUs/Detail.aspx?docId=194>

The Board supports environmentally sensitive products and services. All criteria being equal, the Board will give preference to environmentally sensitive products and services. Consideration will be given to Goods or Services that:

- i. are durable, reusable and contain maximum recycled content;
- ii. eliminate waste;
- iii. are purchased from local sources;
- iv. are independently recognized for meeting high environmental standards;
- v. are purchased from manufacturers and suppliers that have a registered environmental management system; and
- vi. meet health and safety standards.
- vii. meet or exceed Energy Star Certification Standards where applicable.

WORKPLACE HAZARDOUS MATERIAL INFORMATION SYSTEM (WHMIS) REQUIREMENTS

In accordance with WHMIS, Material Safety Data Sheets (MSDS) Safety Data Sheets (SDS) and supplier labels must be provided for Goods classified as controlled products under the Hazardous Products Act and the controlled products regulations. Please indicate the WHMIS class assigned to each product on the MSDS/SDS.

Current copies of MSDS/SDS (no older than three years) in PDF Format with suppliers labels must accompany and be part of each Bid and/or shipment.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The Bid and any accompanying documentation submitted by Bidder prior to the Closing Date and Time specified in the Bid shall become the property of the Board and shall not be returned. The Bid shall be subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56. Bidder's proposal shall be received and held in confidence by the Board unless and to the extent that it is or must be disclosed pursuant to any Freedom of Information and Privacy legislation or instructed by the Courts of the Province of Ontario or the evaluation and award process adopted by the Board for this solicitation.

GOVERNING LAW

The construction, performance and interpretation of this Contract shall be governed by the substantive laws of the Province of Ontario, Canada (without regard to its principles of conflicts of law) provided that if the foregoing laws are modified during the terms hereof in such a way as to adversely affect the original intent of the Board and Bidder, the Board and Bidder shall negotiate in good faith to amend the Contract to affect their original intent as closely as possible. The Board and Bidder hereby waive any right to a trial by jury. Each of the Board and Bidder irrevocably attorns and submits to the non-exclusive jurisdiction of the Courts of the Province of Ontario.

WAIVING NON-COMPLIANCE

The Board reserves the right, at its sole discretion, to accept all or part of any Bid which is non-compliant with the requirements of the Request.

CONFIDENTIALITY

Bidder shall hold in confidence, during, and after the termination or expiration of, the Bidding process and/or the Contract and not disclose, provide or otherwise make available, in whole or in part, to any third Person without the prior written consent of the Board, the fact that the Bidding process or Contract is, or was occurring, or exists or existed, the Contract Price, any information that is disclosed by the Board to Bidder with respect to the operations of, the purchasing by, the Goods or Services, or the activities of the Board and any and all information relating thereto or designated proprietary by the Board (Proprietary Information). Bidder shall ensure that only its employees with a need to know the Proprietary Information shall have access to it and then only if those employees have entered into a confidentiality and use restriction agreement, obligating them at least to the same extent as Bidder is obligated hereunder. Bidder shall exercise a standard of care with respect to the Proprietary Information that is not less than the standard care Bidder exercises under its corporate policy for confidentiality and use restrictions.

PRIVACY

Bidder shall comply with all laws of Canada and any of its provinces and territories with respect to Privacy.

NO ASSIGNMENT/SUB-CONTRACT

The Contract shall be personal to the Bidder. Bidder shall not, without the prior written consent, which may be arbitrarily withheld, of the Board, assign, license, sublicense, sub-contract, transfer or part with the Contract or any of its rights or obligations there under.

CO-OPERATIVE PURCHASING PROVISIONS

The Bidder acknowledges that the Provincial Government of Ontario encourages co-operative procurement throughout the Broader Public Sector. Accordingly, a Bidder is requested to indicate whether such Bidder will extend the pricing, special pricing, percentages (if applicable) and terms and conditions of a Bidder's submission to municipalities, towns, regions, agencies of the Government of Ontario and to other designated broader public sector organizations within the meaning of the Broader Public Sector Accountability Act of Ontario (collectively "BPS Organizations"), if such Bidder is the successful Bidder.

If the Successful Bidder agrees to this provision, a BPS Organization wishing to participate (a "Participating BPS Organization") may enter into an independent contract with the successful Bidder for the purchase of the goods and/or services described herein based on the terms, conditions, scope of work, prices, special prices and percentages (if any) offered by the successful Bidder to the Board. It is specifically acknowledged and agreed to by the successful Bidder that each Participating BPS Organization will be responsible for entering into and managing its own contract with the successful Bidder, independent of all other contracts which may be entered into hereunder by a Participating BPS Organization, including the Board. In addition, minor changes in terms and conditions may be negotiated by a Participating BPS Organization for up to [# period of time#] following an award made hereunder.

While it is encouraged that a Bidder extend the terms, conditions, prices, special prices and percentages (if any) of a Bidder's submission to this [#RFP#] to other BPS Organizations, whether a Bidder agrees to it or not will not be scored, evaluated, or otherwise taken into consideration by the Board in determining the successful Bidder.

PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT

The Bidder represents and warrants that if the Bidder is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the Bidder will be solely responsible for compliance with such legislation. Without limitation, the Bidder represents and warrants that if the Bidder is subject to the Personal Information protection and Electronics Act, S.C. 2000, c. 5, including any amendments thereto ("PIPEDA"), the Bidder shall ensure PIPEDA compliance of:

- a) all PIPEDA Protected Information the Bidder collects directly from the individuals or indirectly from the Board or others;
- b) all PIPEDA Protected Information the Bidder uses or discloses in the course of responding hereto or in performing its obligations under any subsequent agreement; and,
- c) all PIPEDA Protected Information the Bidder transfers or discloses to the Board.

For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.

ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT

The Bidder must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the Board has established policies, practices and procedures governing the provision of its goods and services to persons with disabilities.

Suppliers are required to comply with the Board's accessibility standards, policies, practices, and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Supplier.

The AODA may be found at:

http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm

POLICE REFERENCE CHECKS

Effective January 1, 2004, School Boards in Ontario are required by provincial legislation to ensure that all services providers on contract with the Board or School are screened based on a police record check. Service providers are defined as persons who, in the course of their employment, have direct and regular contact with Ontario students. After January 1, 2004, service providers will not be authorized to provide their services to schools unless they have completed a satisfactory police record check screening.

If your company is the successful provider for the services outlined in the proposal, your company will be required to provide the Board's Police Reference Check office CPIC and Vulnerable Sector Checks for all employee's that your company intended to use on Board sites before the contract can begin. You can contact the PRC office at 416-393-0759 to obtain instructions for your company's employees who will be the service providers to the Board.

It is expected that your company will direct its employees to apply for and pay for two PRCs in accordance with the Board's PRC office directives. The first will be a standard Canadian Police Information Centre (CPIC) report of records of convictions. This is usually obtained while you wait. The second will be a "full disclosure" criminal background check which may take several weeks to obtain.

Your company will be expected to request all employees who will be service providers to the Board to provide you with the two PRC reports as soon as they are received from the police agency. Your employees cannot start working on Board property until at least the first PRC report is completed.

Negative CPIC:

If the CPIC report is negative, your company will be permitted to employ that worker on Board sites on an interim basis. A copy of the negative CPIC check results must be submitted to the Board's PRC office.

Positive CPIC:

If the CPIC report is positive, it is expected that your company will direct the employee to present a copy of the CPIC report to the Board's PRC office. Such employee may not work on a Board site until cleared by the Board's PRC office.

Negative Vulnerable Sector Check:

If the second or "vulnerable sector" report is negative, the employee can continue to work on Board sites. A copy of the second or "vulnerable sector check" report must be provided to the Board's PRC office.

Positive Vulnerable Sector Check:

If the second or "vulnerable sector" report is positive, it is expected that you will direct the employee to present a copy of the "vulnerable sector" report to the Board's PRC office. Your company will be expected to direct such employee to cease working on Board sites until cleared by the Board's PRC office.

Your company is required to submit an Annual Offence Declaration (AOD) to the Board's PRC office for all employees who are service providers who have previously been cleared to work on Board sites. Failure to provide such Offence Declarations in a timely manner as directed by the Board's PRC office will result in the revoking of the privilege of working on Board sites for any employee that has not submitted an AOD until such AOD is provided.

It is expected that you will provide a photo-identification badge for every employee with a negative PRC or who has been cleared to work on Board sites by the Board's PRC office.

CONTRACTOR/SERVICE PROVIDERS SIGN-IN LOG REQUIREMENT:

The Board's Facility Services department has recently adopted a policy that requires contractors and service providers to report their arrival and departure times to the main office. The purpose of this policy is to alleviate safety concerns and to keep the school principal/designate informed of on-going maintenance or construction.

Effective March 8, 2004, all contractors and service providers are required to report to the school main office, introduce themselves, record their arrival time in a sign-in log book, and receive a visitor's ID badge, if available. As contractors and consultants leave the site, they are required to record the departure time in the log book and return the visitor's ID badge.

LABOUR REQUIREMENTS

All bidders tendering for the supply of construction or maintenance work for the Board, whether directly or through affiliates, employees or subcontractors acknowledge the jurisdiction of the Maintenance & Construction Skilled Trades Council (MCSTC) for construction and maintenance work for the Board save and except for contracts for the following construction work which shall be subject only to the applicable City of Toronto Fair Wage schedules for construction in the ICI sector:

New or replacement schools or buildings

or additions to existing schools or buildings of more than five hundred (500) square feet floor area, including directly related changes

and including any warranty work done by a Contractor, related to such work, not requiring a contract;

Extensive changes to existing schools or buildings (defined as changes costing \$1,725,000 or more) which are no longer adequate to meet program requirements and/or require substantial upgrading/replacement of building elements/systems and including any work done by a Contractor, related to such work, not requiring a contract;

All warranty/guarantee work on equipment provided for under any contract between the Employer and an equipment manufacturer or vendor.

Labour Requirements - City of Toronto Fair Wage

Where the workers are NOT covered by a Collective Agreement, the rate of wages and benefits will be as set out in the schedule of wage rates filed by the City of Toronto Fair Wage Officer in the Office of the Clerk

of the City of Toronto as amended from time to time. Details of the City's Fair Wages Policy are available on the City's website at: www.toronto.ca/fairwage

Contractors using workers not covered by a Collective Agreement are required to confirm with the following:

Contractors are required to post a Fair Wage Policy on Site.

It is the Contractors' responsibility to employ only those Subcontractors who are in good standing with the Fair Wage Office.

Contractors will be required to submit a declaration form providing the list of Subcontractors to be used on the project. This declaration form will be forwarded to the Fair Wage Office for checking violations.

Only those Subcontractors cleared of any violations by the Fair Wage Office will be allowed to use on TDSB project.

Contractors or Subcontractors violating the Fair Wage Policy on Toronto District School Board projects will lose their privilege to bid on future TDSB projects.

All contractors tendering for the supply of construction or maintenance work to the Board which is under the jurisdiction of MCSTC shall abide with the applicable Labour Requirements attached hereto as Appendices "A" and "X". Contractors that are signator to ICI sector Agreements have the option of using "A" or "X". Contractors that are not signators to ICI must enter into an Agreement with the MCSTC using Appendix "A". A signed copy of the applicable Appendix must be included with the submission. Failure to do so may disqualify your submission. If Appendix "A" applies, the Bidder must contact the MCSTC directly to arrange for the execution of the Agreement.

Maintenance & Construction Skilled Trades Council
95 Shorting Road
Scarborough, Ontario M1S
5B9 Attention: Jimmy Hazel
Phone: (416) 406-0115

Attention: Contractors Signatory to Appendix "A"

The Board and the Maintenance & Construction Skilled Trades Council have agreed to the following change to Appendix "A":

The Contractor agrees that the Toronto District School Board shall deduct from monies otherwise due to the Contractor under this contract an amount equivalent to one half of one percent (0.5%) of the contract price with such deductions to be made on a pro rata basis from each payment by the Toronto District School Board to the Contractor and to remit such amounts to the Council each time the Contractor is paid.

LIABILITY INSURANCE

Insurance Policy

During:

- a) The term of the Contract; and
- b) The period of at least three (3) years following the last shipment of Goods or the provision of Services under the Contract, whichever date is later.

Bidder shall ensure, at its own expense, that it maintains, in full force and effect at all such times, with responsible insurance carrier(s) acceptable to the Board,

1. at least Two Million Canadian Dollars (C\$2,000,000.00) of comprehensive commercial general liability insurance for bodily injury, property damage, operations liability, contractual liability and tenant's legal liability including umbrella liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under the Contract;
2. at least One Million Canadian Dollars (C\$1,000,000.00) of business automobile liability insurance and, if necessary, umbrella liability insurance for owned, hired and non-owned vehicles covering bodily injury and property damage; and
3. at least One Million Canadian Dollars (C\$1,000,000.00) of errors and omissions insurance and of product liability insurance applicable to the Goods or Services under the Contract.

This insurance shall cover the Board as named additional insured and shall name its members, trustees, officers, employees and agents as additional insureds under such insurance coverage and shall be for the benefit of all said parties.

- i. All such insurance shall be primary and respond before any other applicable insurance of the Board. If there is other valid and collectable insurance effected by the Board or any other insurers available to the Board or its members, trustees, officers, employees or agents, the insurance afforded by such other available, valid and collectable insurance shall be in excess of and shall not contribute with the said coverage identified in this Section.
- ii. Bidder shall furnish to the Board, prior to the commencement of the Contract and, thereafter, prior to the expiration of any insurance policy required herein, evidence of Bidder's compliance with the foregoing, suitable certificates from its insurers to the effect that such insurance coverage designates the Board and the said persons as named additional insureds and proof of premium payments. Further evidence of such insurance is to be provided from time to time upon the Board's request
- iii. All such insurance policies shall provide that they are non-cancellable and not subject to amendment except on 30 days prior written notice to the Board ,and all such amendments shall be subject to the Board's approval. Bidder shall provide the Board with at least thirty (30) days prior written notice of any substantial modification of the policies, other than for cancellation due to non-payment of premium(s), for which such notice shall be ten (10) days.
- iv. Bidder shall seek the approval of the Board of any deductibles and retentions associated with the insurance required herein and shall indemnify and hold harmless the Board and its members, trustees, officers, employees and agents against all deductibles or retention amounts for which Bidder is liable under any insurance policies contemplated by this Section.

Architectural firms shall obtain and maintain liability insurance as recommended by the Association of Professional Architects of Ontario.

Engineering firms shall obtain and maintain liability insurance as recommended by the Association of Professional Engineers of Ontario.

Undertaking from Insurers

In the event Bidder fails to pay the premium(s) for any of the insurance policies required herein, the Board reserves the right to pay such premiums to keep such insurance coverage in full force and effect and, in the event of so doing, reserves the right to claim from Bidder all such premium payments and interest thereon at the prime rate from time to time plus three percent (3%) annually, payable monthly and calculated from (and including) the date payment is due to the date of payment and both before and after judgment. Failure by Bidder to pay premiums as required hereunder shall constitute material breach of this Agreement.

Failure to Furnish Proof

If Bidder fails to furnish proof of such insurance as required above, then the Board, in addition to all other remedies available to it hereunder, may at its option obtain such insurance coverage and bill Bidder for the premium cost therefore. Bidder shall remit such premium cost to the Board within ten (10) days of receipt of notice from the Board of the amount of such premium cost. The Board reserves the right to claim from Bidder, such premium costs and interest thereon at the prime rate from time to time, plus three percent (3%) annually, payable monthly and calculated from (and including) the date payment is due to the date of payment and before and after judgment. Failure by Bidder to pay premiums as required hereunder shall constitute material breach of this Agreement.

Termination

In the event that any dispute and/or claim arises between the parties in connection with any matter at issue or dealt with in this Section 14, the Board reserves the right to terminate unconditionally the Contract or any part hereof at the Board's sole discretion and Bidder shall be responsible for all obligations, costs, expenses, liabilities, losses and/or damage caused or resulting thereby or resulting there from, including interest thereon at the prime rate from time to time plus three percent (3%) annually including before and after judgment.

OPERATION OF VEHICLES

All vehicles, including delivery or service vehicles must not enter or leave school grounds when students are in the area unless directed by or with permission of the school and/or administrative staff.

Drivers of motor vehicles shall not operate their vehicles beyond the designated parking areas unless permission is obtained from the school principal or an authorized official to locate and operate the vehicle elsewhere. Such vehicles shall be operated with due caution at all times while on school property.

On or near school grounds, the driver or operator must comply with the following:

- i. Speed limit must not exceed 8 km (5 miles) per hour at any time;
- ii. Vehicles or equipment must not be operated in the school yard during recess, lunch hour or other times of outdoor activity;
- iii. When a co-driver/helper is assigned to the vehicle, he/she must direct the movement of the vehicle or equipment while on foot from a position away from the vehicle and in clear view of the driver or operator;
- iv. When a co-driver/helper is not assigned to the vehicle, vehicles with limited rear vision must not be backed up without the aid of a ground guide who must direct the movement of the vehicle or equipment while on foot from a position away from the vehicle or equipment and in clear view of the driver or Operator;
- v. When a vehicle is parked in a schoolyard, the following conditions must be met:
 - (a) The ignition turned off;
 - (b) The key removed;
 - (c) The transmission placed in park (neutral if not parked);
 - (d) The parking brake engaged; and
 - (e) The doors locked.

- vi. When returning to a parked vehicle or equipment, the driver/operator must circle the vehicle or equipment and ensure that there are no children playing under or near the vehicle or equipment;
- vii. Vehicles or equipment must never be left unattended with the engine running. Engines must not be left idling unnecessarily;
- viii. All tools, supplies, equipment, etc. are to be securely stored in the vehicle; and
- ix. Reversing or backing up must be avoided as much as possible. The vehicle should be positioned so that the driver can drive it away rather than back it up.

REVERSE ONLY WHEN IT IS SAFE TO DO SO!

It is the responsibility of the driver or operator to exercise extreme caution when reversing a vehicle. Whenever possible, another employee should be requested to assist the driver or operator. Vehicles with limited rear vision shall not be backed-up without the aid of a ground guide at the rear of the vehicle and in clear view of the driver or operator. This, however, does not relieve the operator's responsibility to exercise extreme caution when reversing the vehicle.

Rules for Backing-up:

1. The driver or operator must understand the hand signals to be used prior to moving the vehicle.
2. The driver or operator must get the whole picture (get out and walk around the vehicle).
3. If the driver or operator loses eye contact with the guide, he/she must stop immediately and re-establish eye contact. The driver/operator must be sure it is safe to resume reversing.
4. The driver or operator must reverse slowly, no faster than normal walking speed.
5. The driver or operator must check on both sides (mirrors) as he/she reverses.
6. All vehicles, including delivery or service vehicles, which are used to enter school grounds should, wherever possible, be equipped with back-up alarms.

Delivery

For identification purposes, the employees delivering for Bidder or providing Services must wear a Uniform which clearly identifies the company, including the name and logo (if applicable) and, if the Bidder issues any identification badges to its employees, such employees must wear such badges at all times when in or around school property.

All deliveries of Goods must be made during normal school operation hours subject to safety concerns on an individual school basis. Services are to be provided in accordance with prior arrangements with the Board.

All Goods must be delivered and unloaded by Bidder's employees. Delivery must be made to inside the building to the designated receiving area for that school or building.

Deliveries to the Distribution Centre and Facility Stockrooms

All deliveries are FOB Destination.

All shipments must be delivered on a 48" x 40" standard 4-way hardwood GMA grade #1 pallet.

Deliveries will only be received between 7:00 am and 3:00 pm, Monday to Friday unless otherwise indicated on the Purchase Order.

All shipments must be no more than 54" high from the floor (pallet included).

All cartons must be clearly marked with the Board's material number.

All deliveries are to be made **within (5) FIVE business days** from acceptance of a Purchase Order.

SPECIFICATIONS FOR ELECTRICAL CONNECTIONS

All electrical equipment must conform to the standard of the Electrical Safety Authority (E.S.A.) as same may be amended from time to time, and electrical equipment must be Canadian Standard Association (CSA), E.S.A, or Underwriters Laboratories of Canada (ULC) approved and is in accordance with all other related local, provincial and federal ordinances.

Energy Star Rated Products

The Board may give preference to products meeting ENERGY STAR guidelines. Bidders are requested to clearly identify those products that are Energy Star compliant. All quoted electrical devices must include rated energy consumption levels including standby mode wattages.

Workplace Electrical Safety

For all electrical work and in addition to other applicable electrical standards, including high voltage # sub-station work, electrical contractors performing work for TDSB must have the appropriate "CSA Z462-08" training, clothing and equipment.

SUBMISSION REQUIREMENTS

Documents Provided

The Bid

(i) All other documentation submitted by Bidder in response to the requirements as set out in the Request, including in the Specifications.

The Board reserves the right in its own discretion to award to as many contractors as it deems necessary to perform the service within the requirements stated.

Agreement to Abide by the Established Process

It is vital to the Board that the process leading to the acceptance of a Bid and the conclusion of the Contract for the provision of Goods or Services be, and be seen to be, open and fair and that each of the Bidders be treated equally.

No Bidder can be seen to be deriving, intentionally or otherwise, an advantage, information or benefit which is not equally available to all other Bidders or from any special or personal relationships or contacts, or seeking or obtaining any advantage or information from any staff and representatives of the Board, whether authorized or not.

No Liability for Expenses

The Board shall not be liable for any expenses or costs incurred in the preparation and submission of the Bid, the Bidding Process or in the preparation and execution of the Contract.

Irrevocable Bid

The Bid, once submitted, may be accepted by the Board, in whole or in part, for a period of 120 days from the Closing Date and Time and is irrevocable during that period.

Rights to Disqualify

The Board reserves the right to disqualify Bids not submitted in strict accordance with the requirements of the Request.

Right to or not to Proceed

The Board reserves the right not to proceed with the Contract and to reject all, any of the Bids or any portion thereof. If the Board accepts any of the Bids (which it is not obligated to do) the lowest or any bid will not necessarily be accepted and the Board may, as its sole discretion, consider any other factors it deems appropriate in its sole discretion in awarding the Contract. The Board may request further clarification of a Bid from the Bidder. While the Board is not obligated to consider Bids which do not strictly comply with its requirements, it nevertheless reserves the right to do so, and specifically reserves the right to waive formalities as its interests may require.

Please refer to the attachments below for standard construction documentation.



1.13 Supplementary
Instructions - No Bon



General
Requirements Sector



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March 1 2017.pdf