



## REQUEST FOR PROPOSAL

**DATE:** \_\_\_\_\_ **April 28, 2009** \_\_\_\_\_

**PROPOSAL #** \_\_\_\_\_ **RFPM09-3114** \_\_\_\_\_

**TOTAL NO. OF PAGES** \_\_\_\_\_ **35** \_\_\_\_\_

**CLOSING DATE:** \_\_\_\_\_ **MAY 20, 2009** \_\_\_\_\_

@ 3:00 P.M. TORONTO TIME

**PROPOSAL FOR:** \_\_\_\_\_ **PRINTER AND FAX TONER CARTRIDGES AND RELATED SUPPLIES** \_\_\_\_\_

You are hereby invited to bid the lowest net prices, including all delivery charges for which you are prepared to furnish the merchandise or services described all in accordance with the Terms and Conditions contained in this document and other instructions as noted.

Bids must be made on the enclosed document and will be received by the Purchasing Department as specified.

Unless otherwise stated, the lowest or any proposal may not necessarily be accepted and the board reserves the right to accept any portion thereof.

\_\_\_\_\_  
Commodity Specialist – Adrian Moncica

Telephone Number 890-1010 Extension 2134

This bid is made entirely in accordance with the Terms and Conditions which appear in this document. By your signature hereunder, it is deemed that you have read and agreed to all Terms and Conditions (unless otherwise noted) in the same manner as had the Terms and Conditions appeared above your signature.

Award of this Proposal, or any part thereof will be made by Purchase Order and/or Award Letter.

**FAILURE TO SIGN THIS DOCUMENT IN ALL APPROPRIATE AREAS OR AFFIX YOUR CORPORATE STAMP MAY RESULT IN YOUR BID BEING REJECTED.**

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

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

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

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

**5650 HURONTARIO STREET, MISSISSAUGA, ONTARIO. L5R 1C6 TEL: 890-1010 FAX: 890-0660**

## STANDARD PROPOSAL TERMS AND CONDITIONS

### 1. SCOPE:

These standard Contract Terms & Conditions unless otherwise stated form a part of each Proposal and apply in like force to contracts for the purchase of materials, supplies, equipment and services. All Bidders will be bound by the terms and conditions set forth, except as specifically qualified in Special Contract Terms and Conditions issued in connection with any individual Proposal.

### 2. DEFINITIONS:

As used herein as well as in all specifications, Proposals, awards, contracts, etc., issued by the Board, the following definitions shall apply, unless otherwise indicated:

- a) BOARD:** The Peel District School Board
- b) AGENCY:** Any Board Department or organization sponsored by the Board.
- c) BIDDER:** Any individual, Firm, Company or Corporation submitting a Proposal issued by the Board.
- d) PROPOSAL:** The documents comprising an invitation to bid for furnishing commodities or services.
- e) CONTRACT:** The acceptance by the Board of a Proposal by a Bidder to furnish commodities or services.
- f) VENDOR:** Any Individual, Firm, Company or Corporation to whom a contract is awarded against a Proposal submitted.

ANY ALLEGED ORAL AGREEMENT OR ARRANGEMENT MADE BY A BIDDER OR VENDOR WITH ANY AGENCY OR AN EMPLOYEE OF THE BOARD WILL BE DISREGARDED.

### 3. SUBMISSION OF PROPOSAL:

- a)** Proposals must be submitted on and in accordance with forms supplied by the Purchasing Department. Telephone, Telegraphic and Faxed Proposals will not be accepted.
- b)** All information required in Proposal Forms in connection with each item against which a Proposal is submitted must be given to constitute a valid Proposal.
- c)** Unless qualified for by the provision NO SUBSTITUTE, the use of the name of a manufacturer, brand, make, or catalogue designation in specifying an item does not restrict Bidders to the manufacturer, brand, make, or catalogue designation identification. This is used simply to indicate the character, quality and/or performance equivalent of the commodity desired, but the commodity on which Proposals are submitted must be of such character, quality and/or performance equivalent that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a Proposal on a commodity other than as specified, the Bidder must furnish complete data and identification with respect to the alternate commodity they propose to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Board. If the Bidder does not indicate that the commodity they propose to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described in the Proposal.
- d)** In the event that your company is in a position to offer an equal or better proven method or product, taking into consideration End Use Cost, please submit a bid in accordance with the Proposal, and also references to verify your opinion.
- e)** Where further information is requested throughout this Proposal this information forms part of the Proposal and must be completed as requested.
- f)** Each item in the form of Proposal shall be reasonably priced for such item. Proposals that contain prices which appear to be unbalanced as to affect adversely the interest of the Board may be rejected.
- g)** Failure to complete all required parts of this Proposal may result in rejection of the Proposal, unless provisions to accept any portions thereof is indicated by the Board.
- h)** Bid Forms are supplied in an effort to have all Bidders quote under the same conditions and for ease of comparing bids. Should you find it necessary to take exception to any of the conditions, your comments will be given careful consideration and your Bid will not be declared invalid unless, in the opinion of the Manager of Purchasing, this action is essential to protect the Board's best interest. In any case your Bid must be upon the prescribed Proposal Forms.
- i)** Where necessary the successful Bidder will be required to provide qualified training personnel to instruct the Board operators until they are familiar and competent in the operation and daily maintenance of the purchased goods and services. Unless otherwise stated, the cost will be included in the purchase price.

### 4. AWARD:

- a)** Unless otherwise stated the Board reserves the right to award by item, part thereof, groups of items, or parts thereof, or all items of the Proposal and to award contracts to one or more Bidders submitting identical Proposal as to price; to reject any and all proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interest of the Board will be served.
- b)** The Board reserves the right to make awards within approximately ninety (90) days from the date Proposals are opened unless otherwise specified in the Proposal, during which period Proposals shall not be withdrawn unless the

Bidder distinctly states in their Proposal that the acceptance thereof must be made in a shorter specified time.

- c)** A Bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial resources necessary to meet satisfactorily the requirements set forth or implied in the Proposal.
- d)** All things being equal, preference will be given to commodities produced or manufactured in Ontario.

### 5. ORDERS

- a)** Purchase Orders upon the Board's regular form will be issued by the Buyer for all materials required and no materials will be paid for unless the Vendor receives and can provide proof of such purchase order.

### 6. CONTRACT:

- a)** Each Proposal will be received with the understanding that the acceptance by an official purchase order and/or award letter issued by the Board of the offer to furnish all or any part of the commodities described therein shall constitute a contract between the Bidder and the Board, which 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 Proposal and specification and STANDARD "PROPOSAL TERMS AND CONDITIONS FORM", and the Board on its part to take delivery of and pay for the commodities at the contract prices.
- b)** No alterations or variations of the terms of the contract shall be valid or binding upon the Board unless authorized in writing.
- c)** When so requested by the Board, the contractor shall execute a formal contract with the Board for the complete performance specified therein.
- d)** Unless otherwise stated the Proposal contract may be canceled by the Board upon non-performance of contract terms or failure of the Vendor to furnish satisfactory performance surety within seven (7) days from date of request; however, in doing so, the Board does not waive any obligations or commitments agreed to by the Vendor as part of his bid submission, e.g. return of bid deposit, liability for the difference between the lowest and next bid.
- e)** Failure of a vendor to deliver within the time specified or within reasonable time as interpreted by the Board or failure to make replacements of rejected commodities when so requested, will constitute authority for the Board to purchase in the open market to replace the commodities rejected or not delivered. The Board reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all such purchases, the Vendor agrees to promptly reimburse the Board for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Board reserves the right to use or consume commodities which are substandard in quality, subject to an adjustment in price to be determined by the Board.
- f)** When commodities are rejected, same must be removed by the Vendor from the premises of the Board within five (5) days after notification unless public health and safety require immediate destruction or other disposal or such rejected commodities in which case the Board may take such actions as it deems necessary. Rejected items left longer than five (5) days will be considered as abandoned and the Board shall have the right to dispose of them as its own property.
- g)** The Board reserves the right to remove from eligibility to submit proposals for an indeterminate period the name of any Bidder for failure to accept contract, or the name of any Vendor for unsatisfactory performance of contract.

### 7. CONTRACT GUARANTEE:

- a)** Vendor hereby covenants and agrees:
  - (1)** To perform contract in accordance with the specifications and proposal under which the contract is awarded.
  - (2)** To save the 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.
  - (3)** To guarantee products against defective material of workmanship and to repair or replace any damage or marring occasioned stating period of guarantee.
  - (4)** To furnish adequate protection from damage for all work and to repair damage of any kind, for which the workpeople are responsible, to the premises or equipment, to their own work or the work of other vendors.
  - (5)** To pay for all permits, licenses and fees, and to give all notices and comply with all By-laws and regulations of the Board.
  - (6)** To carry such insurance as may be required by the Board, and to furnish satisfactory proof thereof when required by the Board.

### 8. INFERIOR MATERIAL:

- a)** Should the Vendor at any time offer for acceptance any material embraced within this Proposal which is of inferior quality in the opinion of the Board, such material shall not be accepted, but shall be removed at once by the Vendor at his own expense.

Should the Vendor refuse to remove any material so condemned, then the Board may have the same removed and charge the cost of so doing to the Vendor.

- b)** If the successful Bidder shall fail, neglect or refuse to accept or to supply all materials to the Board within this Proposal, then the Board shall be and is hereby empowered to forthwith procure such material elsewhere and to charge all costs thereby incurred to the Vendor as liquidated damages and to deduct the same from the monies due, or to become due to the successful Bidder on this or any other contract.

### 9. DELIVERY

- a)** Any equipment delivered must be standard new equipment of the latest model except as otherwise specifically stated in the Proposal. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- b)** Materials and supplies must be new items except as otherwise specifically stated in the Proposal.
- c)** 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 Vendor.
- d)** Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing materials or containers, the containers to remain the property of the Board unless otherwise stated in the Proposal. Where materials are stored in refillable containers, e.g., chlorine cylinders, gas, etc., rental charges must be shown separately (if applicable) and not in the unit price.
- e)** Where materials are furnished for a specified price per unit of weight, the 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 net weight of the materials furnished.

### 10. INSPECTION AND TESTS:

- a)** The inspection of all commodities and the making of the chemical and physical tests to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Board.
- b)** Any item which fails in any way to meet the terms of the Contract is subject to rejection or to be paid for on an adjusted price basis. The decision of the Board shall be final.
- c)** All electrical equipment and component parts must be Canadian Standards Association (CSA) and/or Ontario Hydro Approved.
- d)** If applicable, the successful bidder shall comply with the current work place hazardous materials information system (W.H.M.I.S.) Legislation and all future bills passed by the Ontario Legislature.

### 11. PAYMENT:

- a)** Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustment required, will be withheld. In the event cash discount is involved, the withholding of payment as provided herein shall not deprive the Board, on demand the amount of such charges.
- b)** All charges against a vendor shall be deducted from current obligations that are due or may become due. In the event that collections are not made in this manner, the Vendor shall pay the Board, on demand the amount of such charges.

### 12. SAVING CLAUSE:

- a)** It is understood and agreed that the Vendor 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 cause not within the control of the Vendor and which by the exercise of reasonable diligence, the Vendor is unable to prevent. Should the performance of any contract be delayed or prevented as herein set forth, the Vendor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay. The validity and interpretation of this contract, and of each clause and part thereof, shall be governed by the law of the Province of Ontario. The lowest or any Proposal is not necessarily accepted.

**IMPORTANT****REQUEST FOR PROPOSAL****PROPOSAL # RFPM09-3114****PRINTER AND FAX TONER CARTRIDGES AND RELATED SUPPLIES**

**TERM OF CONTRACT: From the date of award to July 31, 2010 with the option to extend for four one year periods subject to satisfactory performance and negotiated prices.**

Proposals are invited for the purpose of selecting a successful bidder(s) for the contracting of **TONER CARTRIDGES** for Peel District School Board.

You are invited to submit a Proposal in accordance with all REQUESTED information; terms and conditions; Instructions to Bidders; Information to Bidders and Specifications stipulated within this Proposal document.

Your Proposal, duly signed in all appropriate areas, must be received in the Purchasing Department, 1st Level, H.J.A. Brown Education Centre, Peel District School Board, 5650 Hurontario Street, Mississauga, Ontario L5R 1C6.

**ON OR BEFORE 3:00 P.M. TORONTO TIME**

**WEDNESDAY, MAY 20, 2009**

**IMPORTANT: Bids that are date and time stamped in the Purchasing Department on the closing date (shown above) at 3:01 P.M. Toronto Time or later will be rejected.**

**FAILURE TO STRICTLY COMPLY WITH THE ABOVE INSTRUCTIONS, INCLUDING CLOSING DATE AND TIME, WILL RESULT IN YOUR FIRM'S PROPOSAL BEING REJECTED.**

Signature of Authorized Official \_\_\_\_\_

## REQUIRED DOCUMENTATION

### A. DOCUMENTATION REQUIRED WITH BID SUBMISSION:

In order to be considered, your Proposal must be received ON or BEFORE the closing date and time indicated; be signed in all appropriate areas by an authorized official of the bidder's firm and contain all required documentation as follows:

- a) Bid Surety in the form of an original Certified Cheque, Money Order or Bank Draft, in Canadian Funds drawn on a Canadian Chartered Bank or Trust Company and made payable to Peel District School Board in the amount of \$ 10,000.00 (Ten Thousand Dollars in Canadian Funds). **MUST BE INCLUDED**

**FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL RESULT IN YOUR PROPOSAL BEING REJECTED.**

- b) One Completed Original Proposal Package Pages 1 to 35 inclusive, excluding drawings, if applicable. **MUST BE INCLUDED**
- c) If applicable, M.S.D.S. documents MUST accompany your bid submission. See Item 9 Page 6
- d) Bidders Application MUST be completed and submitted by first time bidders. See Item 11 Page 7
- e) **Vendors picking up documents are responsible for signing the Proposal Book at the front desk of the Purchasing Department.** The information is used to notify vendors of addendum(s) issued in relation to this Proposal. Failure to sign the book will result in your firm not receiving addendum(s) which may result in your Proposal being rejected.

**FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS MAY RESULT IN YOUR PROPOSAL BEING REJECTED.**

### B. PAYMENT TERMS FOR FIRST TIME BIDDERS:

**This section is to be completed by first time bidders only.** Once the payment term for a first time bidder has been accepted by the Board, that term will be applied to all payments processed for your firm.

**If your firm is an existing vendor with the Board, the payment term on file will be applied to this Proposal and all future payments processed for your firm.** If you wish to revise the payment term on file, please notify ADRIAN MONCICA - Commodity Specialist.

The acceptable terms of payment by the Board are 2%/10 working days/Net 45 calendar days or Net 45 calendar days or payment by MasterCard. Any and all payment discounts offered WILL be taken into account in the analysis of bid(s) submitted. Unless otherwise indicated, payment of any invoice will be based on NET 45 calendar days.

#### **PAYMENT OPTION 1: BOARD STANDARD PAYMENT TERMS**

All payment(s) are completed by DIRECT DEPOSIT via Electronic Data Interchange into the successful bidder(s) bank account. Indicate by checking the appropriate box the minimum payment terms your firm is offering:

**NET 45 calendar days**    OR     **2% 10 working days/ NET 45 calendar days**

However, if your company is in a position to offer **more favourable payment terms** (i.e.: 3%/10 working days, Net 60 calendar days) indicate in the space provided the terms your firm is offering: \_\_\_\_\_

Payments, including those with payment discounts (i.e.: 2%/10 working days or a more favourable discount) will be calculated from the date of receipt of a completed invoice received in: Peel District School Board, **Accounts Payable**, 2nd floor, 5650 Hurontario Street, Mississauga ON L5R 2C6.

**OR**

#### **PAYMENT OPTION 2: PAYMENT BY MASTERCARD**

The Board offers payment via MasterCard Purchasing Card. If your firm accepts MasterCard as payment please, indicate the additional discount the Board will be offered: **Less** \_\_\_\_\_ **% from bid costs**

Signature of Authorized Official \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### 1. DEFINITION:

References to the word "Board" shall mean "Peel District School Board".

### 2. PRESENTATION:

Proposals must be sealed in envelopes supplied by the Purchasing Department **OR** if Bidder's envelope is used, it **MUST** be addressed to Peel District School Board, 1st level, Purchasing Department, 5650 Hurontario Street, Mississauga Ontario, L5R 1C6 and must clearly indicate the Proposal number, contents and the name and address of the bidder.

### 3. QUESTIONS DURING BIDDING:

Questions arising during bidding shall be directed in writing, by facsimile or email to:

Adrian Moncica - Commodity Specialist

Fax #: (905) 890-0660

Email Address: [adrian.moncica@peelsb.com](mailto:adrian.moncica@peelsb.com)

No other Board Official or Staff except Adrian Moncica, Commodity Specialist, is to be contacted for clarification of any aspect of this Proposal.

**To ensure that all questions are answered prior to the closing of this Proposal, we suggest that any question(s) you may have in regard to this document be presented at least three working days prior to closing time. We will endeavor to answer any questions presented if time allows.**

### 4. DISCREPANCIES/OMISSIONS:

Any bidder finding discrepancies or omissions in this document shall at once notify Adrian Moncica - Commodity Specialist (905) 890-1010 x 2134. If necessary, a written addendum(s) will be sent by the Board to all bidder(s) who have received Proposal documents. Bidder(s) may, during the bidding period, be advised by addendum of any additions, alterations or deletions to the specifications and other parts of this Proposal document. All such changes shall be covered by the Proposal and become a part of the Proposal document and a copy of the addendum(s) **MUST BE RETURNED WITH THE PROPOSAL SUBMISSION OR YOUR BID MAY BE REJECTED.**

### 5. BIDDING FORMAT:

a) Unless otherwise specified in these Proposal documents, Proposals shall be for a stipulated sum without escalator clauses or other qualifications. Bidders submitting a bid with escalator clauses or other qualifications that are not in accordance with the terms and conditions of this Proposal may have their bids rejected.

b) All information entered on this Proposal document **MUST** be type written or entered in ink. No pencil entries will be accepted. Erasure(s), overwriting or strike-out(s) must be initialed in ink by the person signing this Proposal. Proposal documents not in accordance with this may be rejected.

c) Proposals which are unsigned, in all appropriate areas, may be rejected.

d) No oral, telephone, email or facsimile Proposals will be considered.

e) Unless otherwise specified, partial bids may be submitted.

f) One original completed Proposal **MUST** be returned to the Board in its entirety, Pages 1 to 35 inclusive, excluding drawings. No changes or reworking can be made to this document, without written consent of the Board through the issuance of an addendum.

**Bid responses to be completed and submitted on CD-ROM disc and on hard copy.** Hard copy to be signed in appropriate places. CD-ROM disk must have all information on label completed i.e.: Company Name, Date, Signature of Authorized Official. The bidder must follow the bid response format (**MS EXCEL**) available for download on line at <http://purchasing.peelschools.org> under "current bids" section. **Failure to submit a completed HARDCOPY of the entire proposal WILL result in the rejection of the bid.**

**g) IMPORTANT: BIDDER(S) ARE REMINDED THAT PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME INDICATED WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES AND THE PROPOSAL WILL BE RETURNED TO THE BIDDER, UNOPENED. THIS APPLIES TO OFFERS SENT BY MAIL, COURIER SERVICE, OR DELIVERED IN PERSON.**

**BIDS THAT ARE DATE AND TIME STAMPED IN THE PURCHASING DEPARTMENT ON THE CLOSING DATE AT 3:01 P.M. TORONTO TIME OR LATER WILL BE REJECTED.**

Signature of Authorized Official \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### 6. PRICING:

a) Prices entered on the attached Bid Sheet(s) shall be net prices, in Canadian Dollars, delivered prepaid, **F.O.B. destination in the Region of Peel** and shall include Duty, Custom Clearances, Exchange and all other charges. Goods And Services Tax and Provincial Sales Tax is to be shown separately where indicated on the Bid Sheet(s).

b) In the event of any discrepancy between the unit price and the extended total price, the unit price shall govern. Where applicable your Proposal must be extended and totaled.

c) If requested, please submit your price book and indicate what pricing structure would be applied to items other than those on this Proposal.

d) Prices are to remain firm for the duration of the contract.

### 7. TERM OF CONTRACT:

Unless otherwise specified, the term of any awarded contract shall commence on the date of award and shall continue until July 31, 2010 with the option to extend for four one year periods subject to satisfactory performance and negotiated prices unless terminated, canceled or extended, excluding any applicable or implied warranties, whichever is in the best interest of the Board.

### 8. SUB-CONTRACTING:

Unless otherwise stated in this document, it is mutually agreed and understood that the successful bidder(s) will not assign, transfer, convey, sublet or otherwise dispose of the contract (in whole or in part) or the right, title or interest therein, or the bidder(s) power to execute such contract to any other person, firm, company or corporation without the previous written consent of the board.

**FAILURE TO ADHERE TO INSTRUCTION #8 WILL RESULT IN THE REJECTION OF YOUR PROPOSAL OR CANCELLATION OF ANY AWARD.**

### 9. SAFETY:

a) The regulations of The Occupational Health and Safety Act and WHMIS will govern any awards made by this Proposal. The successful bidder(s) will be fully responsible to ensure the safety of all workers, students, staff and general public. Only competent and skilled personnel will be provided by the successful bidder(s) under this contract. The successful bidder(s) will be responsible to monitor adherence to safety standards and provide proper instructions to all of their staff.

If requested by the Board, the successful bidder(s) **MUST** supply Material Safety Data Sheets for all products offered.

b) In the event that this document includes a request which entails an adjustment or alteration to the fabric of any Peel District School Board building (e.g. removing ceiling tile, removing floor tile, drilling of holes, etc.), then the following condition applies.

While performing work in Peel District School Board buildings you may encounter asbestos containing materials in various forms. A log of suspected areas containing asbestos is available with the custodian at each location.

When encountering documented or suspected asbestos containing materials which may have to be disturbed to accommodate the contracted work **STOP WORK IMMEDIATELY** and notify the Project Supervisor who will give you further direction.

It shall be the successful bidder(s) responsibility to ensure strict adherence to the above.

**FAILURE TO STRICTLY COMPLY WITH ITEM (B) ABOVE WILL RESULT IN CANCELLATION OF YOUR CONTRACT, NOTIFICATION TO THE MINISTRY OF LABOUR AND POSSIBLE LEGAL ACTION.**

c) All equipment provided **MUST** conform to the standards of the Occupational Health and Safety Act (Ontario) as same may be amended from time to time, and if electrical **MUST** be CSA or Ontario Hydro Approved and be in accordance with all other related local, provincial and federal ordinances.

Signature of Authorized Official \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### 10. AFTER CLAIMS:

- a) NO AFTER CLAIMS** will be allowed or entertained for any work which may be requisite and necessary. **UNDER NO CIRCUMSTANCES** will any changes to this Proposal by the bidder be permitted by the Board, after the specified closing date and time, unless the Board specifically has the discretion to do so pursuant to the terms and conditions hereinafter set out.
- b)** It will be the bidder(s) responsibility to clarify any detail in question, either expressed or implied, prior to submission of the Proposal.
- c)** No oral explanation or interpretation will modify any of the requirements or provisions of this Proposal document.
- d)** Withdrawal of Request for Proposal to make adjustments, corrections or decline from Bidding, is allowed if made prior to closing date and time.
- e)** Withdrawal after closing time is not permitted unless specifically requested by the Bidder. (See item "f" below).
- f)** A Request for Withdrawal of Proposal **MUST** be by signed letter on the bidder's stationery, delivered in person, by mail or by fax to the appropriate Buyer. Acceptance of the Request for Withdrawal of Proposal will be at the Board's discretion considering the best interests of the Board. Withdrawal after closing time may result in a forfeiture of any deposit or Bid Surety submitted herewith. A request for withdrawal by telephone or email will not be considered by the Board.
- g)** If more than one bid is received from the same company (Bidder) for the same Proposal, and no withdrawal notice has been received, the bid contained in the envelope bearing the latest date and time stamp will be considered the intended bid. The first bid received will be considered withdrawn and returned to the bidder.

### 11. BIDDER(S) APPLICATION FOR FIRST TIME BIDDERS:

The enclosed Bidder's Application Form (including references) and the Direct Deposit form must be completed in their entirety and submitted with the bid.

**FAILURE FOR FIRST TIME BIDDERS TO COMPLETE THE BIDDER'S APPLICATION MAY RESULT IN YOUR BID BEING REJECTED.**

### 12. DECLINE TO BID:

If your firm is not in a position to bid on this Proposal at this time, the Board requests that you return the documents on or before the closing date and time as stipulated in this document and give your reason(s) for declining to bid.

### 13. CONDITION OF GOODS:

Unless otherwise specified in these Proposal documents, materials and supplies must be new items (Not Refurbished, Not Previously Used, Not Re-Manufactured), in good operating condition, fit for the purpose for which they are being acquired, and free from defects in workmanship and material. Any item which fails in any way to meet the specifications of the Proposal is subject to rejection or may be paid for on a negotiated adjusted price basis between the Board and the successful bidder(s). The decision of the Board pertaining to items being rejected shall be final.

Signature of Authorized Official \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### 14. BID SURETY:

- a)** To be considered, this Proposal must be accompanied by a Bid Surety in the form of an original certified cheque, or Money Order or Bank Draft payable to Peel District School Board, in the amount of \$10,000.00 (Ten Thousand Dollars) in Canadian Funds.
- b)** For all potential successful bidder(s) please be advised that during the evaluation period, prior to award, no interest will be either charged or retained by or to the Board.
- c)** The Bid Surety is to guarantee that, should the Bidder withdraw their Proposal or, after being notified of an award, not provide any or all of the requested documentation referred to in this Proposal (i.e. Certificate of Insurance etc.) within the time limits specified in this Proposal, then the Bid Surety may be forfeited, at the sole unfettered discretion of the Board, and be retained and used by the Board for its own purposes.
- d)** All Bid Sureties, except those of the bidder(s) being considered for award, shall be available for pick up, or upon written request, return by regular mail, to the unsuccessful bidder(s), no earlier than 72 business hours following the Proposal opening date and time and no later than 90 days after close of bid. Refer to award item 4 (b) on page 2 of this document.
- e)** If the Proposal is accepted and the successful bidder(s) fails to execute the contract as specified at the time of the award, the Bid Surety, at the option of the Board, shall be forfeited to, retained and used by the Board for its own purposes.
- f)** Forfeiture, retention and use of the Bid Surety as herein provided will not be deemed to be a penalty against the bidder(s), but as a consideration to the Board for inviting and considering Proposals, and as part-payment of liquidated damages and costs, which will be deemed to be the difference between the accepted Proposal and the amount of the next higher Proposal acceptable to the Board.
- g)** Should there be a difference between the accepted Proposal and the next higher acceptable Proposal it will be paid by the Bid Surety and any remaining amount in favor of the Bidder will be promptly refunded to the Bidder.
- h)** In the event that the difference between the accepted Proposal and the higher acceptable Proposal is more than the amount of the Bid Surety, the amount of the Bid Surety will be applied to the difference and the amount outstanding will be billed to the Bidder whose Bid Surety has been forfeited as aforesaid. Any payment due in excess of the amount of the Bid Surety will be due and payable following submission within thirty (30) days of an appropriate request.
- i)** The Bid Surety will be retained to guarantee that the successful bidder(s) will execute the Contract as required. As part of the proper and satisfactory execution of the contract, the successful bidder(s) must provide a Performance Surety in the form of an original Irrevocable Letter of Credit, or a Certified Cheque or Money Order or Bank Draft in the amount of 10% of the total awarded Contract amount on an annual basis (see Performance Surety). Once the Performance Surety is received and has been confirmed to be in order, the Bid Surety(s) will be returned to the successful bidder(s).

**NOTE: PLEASE CONTACT ADRIAN MONCICA @ (905) 890-1010 X 2134. IF YOU HAVE ANY QUESTIONS CONCERNING THE BID SURETY REQUESTED. IF YOUR PROPOSAL DOES NOT INCLUDE THE BID SURETY, IN ONE OF THE FORMS REQUESTED, YOUR BID WILL BE REJECTED.**

Signature of Authorized Official \_\_\_\_\_

**INSTRUCTIONS TO BIDDERS****15. PERFORMANCE SURETY:**

**(a)** The Performance Surety requirement from the successful bidder(s) will be in the amount of **10% of the total annual dollar** award excluding all applicable taxes.

**(b)** The successful bidder(s) will secure an original Irrevocable Letter of Credit or a Certified Cheque or Money Order or Bank Draft payable to Peel District School Board, which has been issued by a Canadian Chartered Bank or Trust Company, in the appropriate amount. If the Irrevocable Letter of Credit is the vehicle chosen for the Performance Surety, it **MUST** be **IDENTICAL** to the form as presented in this Proposal document, Appendix "B" attached. The Performance Surety, either a Irrevocable Letter of Credit or a Certified Cheque, Money Order or Bank Draft will be deposited with and held by The Board prior to the commencement of the contract. The Performance Surety may be drawn on by the Board at any time to secure the due performance and observation of the contract; the payment of all claims, liabilities and obligations incurred by the successful bidder(s) during the performance of the contract. Such Performance Surety will not be released until forty-five (45) days after substantial performance of the contract and the full discharge of all claims, liabilities and obligations incurred by the successful bidder(s) during the performance of this contract. The successful bidder(s) further covenants and agrees that, where the contract has been terminated or canceled by virtue of the successful bidder's default, the said Performance Surety will not be revoked or canceled, and the Board may draw from the Performance Surety to compensate for such damages, losses or expenses incurred, or to be incurred, for which the Board may not be otherwise liable. Should the said damages, losses or expenses be in excess of the amounts drawn, the successful bidder(s) shall be liable to the Board for such excesses.

**(c)** The Performance Surety is to guarantee that the successful bidder(s) will complete the contract in a proper and satisfactory manner in accordance with the Terms and conditions of the Proposal and **MUST** be presented by the potential successful bidder(s) to the appropriate Buyer within seven (7) working days of being notified that such documentation is required. Failure to provide the proper surety within seven (7) working days will result in the rejection of your bid.

**(d)** For all successful bidder(s) please be advised that during the term of contract, no interest will be either charged or retained by or to the Board.

Signature of Authorized Official \_\_\_\_\_

## INFORMATION TO BIDDERS

### 1. **AWARD:**

The lowest or any Proposal is not necessarily accepted and unless otherwise stated the Board reserves the right to accept any portion thereof, without having to accept a Proposal in its entirety. In addition, the Board reserves the right to re-bid or cancel this Request for Proposal in its entirety, or any portion thereof, and proceed by way of negotiations.

The final award will be based on the lowest acceptable bid from a bidder(s) who complies with the provisions of this bid solicitation, including specifications, contractual terms and conditions, and who can reasonably be expected to provide satisfactory performance on the proposed contract based on reputation, references, performance on previous contracts, and sufficiency of financial and other resources.

Award of this Proposal, or any part thereof will be made by Purchase Order and/or Award Letter.

If the award of this bid document is made by Purchase Order, the terms and conditions of this bid document supercede any term or condition that could be similar or in conflict with the Purchase Order terms and conditions.

### 2. **CLAIMS:**

Claims made in the Proposal shall constitute contractual warranties. Any provision in the Proposal may be included in the contract as a direct provision thereof at the option of the Board. The contract shall contain the terms and conditions and be substantially in the format prescribed by the Board. The Board considers each provision in this Proposal of importance and will not accept alterations which destroy the fundamental intent thereof. If alterations are suggested, their wording should be carefully considered, since an unacceptable alteration to any provision may affect the acceptability of the bidder(s) Proposal.

### 3. **SITE EXAMINATION:**

If applicable, before submitting a Proposal, the bidder(s) shall carefully examine the site(s) of proposed work, to become fully familiarized to the existing conditions and limitations and include in the Proposal the total cost of all items contemplated by the contract. All bidder(s) **MUST** check in at the office prior to site examination. No allowance shall be made subsequently in this connection on behalf of the contractor for any error or negligence on their part.

### 4. **VERBAL ARRANGEMENTS:**

In all cases of misunderstanding and disputes, verbal arrangements will not be considered, but the bidder(s) must produce written authority in support of their contentions, and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the Board or in prosecuting any claim against the Board. The bidder acknowledges and agrees that there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or express or implied, which induced the bidder to submit this bid or on which reliance is placed by the bidder for which affects this bid other than as expressed herein.

### 5. **BID OWNERSHIP:**

All information obtained by the bidder(s) in connection with this Proposal is the property of Peel District School Board and must be treated as confidential and not used for any purpose other than for replying to this Proposal, and for fulfillment of any subsequent contract. The Bidder acknowledges that an interested third party may gain access to the information submitted with this Proposal under the Municipal Freedom of Information and Protection of Privacy Act (Ontario) as same may be amended from time to time. If the bidder wishes to treat any information submitted herewith as "confidential" then same must be clearly marked as "confidential" so that the Board may take the position that such information is not disclosable under the said Act.

### 6. **INTENT:**

The intent of this document is to procure for Peel District School Board, the good(s) and service(s) indicated in accordance with the specifications outlined herein. To this end, the evaluation process, in determining which bid will result in an award, will consist of consideration being given to: delivery, price, quality of goods and service offered, past performance as per references, and any special or extra costs involved therein, enhancement to minimum specifications, and bidder(s) qualifications (both financial and reliability). The award of this Proposal will be on the basis of the most cost effective bid received in the sole and unfettered discretion of the Board.

### 7. **ALTERATIONS & CANCELLATION OF PROPOSAL:**

Peel District School Board reserves the right to alter the closing date in this Proposal or to cancel this Proposal without any penalty or cost to Peel District School Board.

### 8. **DIRECT DEPOSIT:**

Payment of invoice(s) from the successful bidder(s) will be arranged through Electronic Data Interchange via Direct Deposit into the successful bidder(s) bank account.

Signature of Authorized Official \_\_\_\_\_

## INFORMATION TO BIDDERS

**9. OFFICIAL DEALER:**

If applicable, the successful bidder(s) must be an official dealer for all the items Proposed. Peel District School Board reserves the right to confirm with the manufacturer of the items that the bidder(s) is an official dealer for all items Proposed. If the manufacturer advises the bidder(s) is not an official dealer your bid may be rejected.

**10. PROPOSAL OPENING:**

Unless otherwise stated in this document, all Proposals received on or before the closing date and time stipulated in this document will be opened in Public. The public opening will consist of identification of the bidder(s), reading out of prices and confirming requested documentation has been included with the Proposal submission.

**11. CONTRACT:**

The contract will be governed by and interpreted in accordance with the laws of the Province of Ontario.

**12. BID ADVERTISING:**

All formal Request For Tenders and Proposals are electronically advertised on the internet site indicated below.

1. Peel District School Board, Purchasing Web Site: <http://purchasing.peelschools.org>

**IMPORTANT:** It is the sole responsibility of each potential vendor, past or present, to monitor and review any or all of the above noted internet sites on a regular basis in order to be aware of business opportunities presented by the Peel District School Board. The Board is NOT RESPONSIBLE for any potential vendor, past or present, not being aware of any or all business opportunities.

**13. BID RESULTS:**

Upon award, the results of bids are posted on the Peel District School Board, Purchasing Web Site: <http://purchasing.peelschools.org>

**14. BIDDER'S KNOWLEDGE:**

The submission of a Proposal shall be deemed proof that the bidder(s) is satisfied as to all the provisions of the Proposal, of all the conditions which may be encountered, of what materials/services they will be required to supply, or any other matter which may enter into the carrying out conditions of the Proposal, to a satisfactory conclusion. No claims will be entertained by the Board based on the assertion by the bidder(s) that they were uninformed as to any of the provisions or conditions intended to be covered by this Proposal.

**15. THIRD PARTY CLAIMS:**

The Board shall have the right to retain, out of any monies payable to the successful bidder(s) under this Contract, the total amount, from time to time, outstanding of all damage claims by third parties arising out of this contract which have not been settled by the Contractor or their insurers. For the purposes of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained from them, or if the claim has been fully investigated and a complete denial of liability has been made by the claimant.

**16. DELIVERY SCHEDULE:**

Time is of the essence for the delivery or provision of the goods and services or either as requested herein. Any stated delivery date must be adhered to as the Board is relying on that date for their part of its operations. Failure to comply with the time schedule herein, in providing the goods/services may result in the Board taking further action to obtain an alternative supply, in which event the cost incurred shall be charged to the successful bidder(s) up to the time that the goods/services outlined in this document are provided. If such cost is not paid by the successful bidder(s) it shall be deducted from the balance of the purchase price owing. Where it is not possible to obtain the goods/services on or before the date of delivery, the Board reserves the right to cancel the contract or agreement and charge back to the successful bidder(s) the difference in cost between the contracted bid price and the acquisition cost of the alternative goods/services. If for any reason the Board does not recover the amount of its claim pursuant to this paragraph, it may recover same by action in a court of competent jurisdiction with interest, before judgment as well as after.

Signature of Authorized Official \_\_\_\_\_

## INFORMATION TO BIDDERS

**17. OPERATION OF MOTORIZED VEHICLES ON BOARD PROPERTY:**

The Successful Bidder(s), in executing the terms hereof or the terms of any contract entered into pursuant hereto agrees to comply with Board Policies and Procedures including, without limitation, the operation of motorized vehicles on school property.

Unless specifically directed by the Principal of the school (in writing), no motorized vehicles may be in operation or moved on school property while students are expected to enter or exit the school building and are visible outside the school building on school property or adjacent property, including morning and afternoon recess, preceding the commencement of school, during the lunch period and preceding and following the end of the school day. Notwithstanding the foregoing, vehicles may be in operation or moved during supervised physical education classes on school property or adjacent property or during scheduled supervised activities, unless otherwise directed by the Principal of the school (in writing). If at any time a party is unsure about the foregoing requirements they should contact the school administration for direction, including changes to or modification of school schedules.

Further, on school property drivers must shut off vehicles and remove the keys during any stop. At no time are vehicles to be left running while unattended. It is recommended that the vehicle be locked when left unsupervised. The Board will not be responsible for any theft of, or any theft from, vehicles operated by the successful bidder(s). Vehicles operated in parking lot and driveway areas shall not be driven at a speed in excess of 8 kilometers/per hour

**18. QUANTITY ESTIMATED:**

Where specified more or less, quantities are estimates of previous consumption and the Board reserves the right to increase or decrease requirements, without affecting the offered price.

**19. VENDOR EXAMINATION:**

Peel District School Board reserves the right to examine the premises and equipment of bidder(s) prior to award and the bidder shall satisfy the Board that they can comply with the requirements contained within the Proposal and that they possess the necessary and suitable vehicles, equipment, storage facilities and staff.

**20. FUNDING OUT CLAUSE:**

Should the Board fail to appropriate funds to enable continued payment of multi-year contracts/purchase orders, the Board may cancel the contract without termination charges, provided the successful bidder(s) receive thirty (30) days written notice of such termination from the Board.

**21. LOSS & DAMAGE RISK:**

With respect to equipment and supplies purchased, the Board shall be relieved from all risks of loss and damage to equipment and supplies during periods of transportation, installation and relocations and during the time the equipment or supplies are in the possession of the Board until acceptance of the equipment or supplies by the Board. At such time, the risk of loss or damage to said equipment and supplies shall pass to the Board. The successful bidder(s) shall not be responsible for damage to equipment or supplies occasioned by the negligence of the Board or its' employees.

**22. SAMPLES:**

If applicable, samples when required, must be submitted strictly in accordance with instructions; otherwise your Proposal may not be considered. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder requires their return, provided they have not been used or made useless by tests. Samples will be held at bidder's risk and subject to the Bidder's expense. When the Proposal indicates that an item to be purchased is to be equivalent to a sample, such samples will be on display in the Purchasing Department, unless another location is specified. Failure on the part of the bidder to examine sample(s) shall not entitle them to any relief from the conditions imposed by the Bid.

The Board reserves the right to inspect and have a demonstration of the equipment or supplies offered prior to awarding a contract.

Signature of Authorized Official \_\_\_\_\_

## INFORMATION TO BIDDERS

### 23. ALTERNATES:

Alternative products may be bid unless qualified by the provision 'no substitute' and the Board encourages bidders to submit prices for products which they consider to be of equal or better quality than those listed in this document. In the event a bidder submits an alternative product and it can be readily determined that the product is acceptable or not acceptable, it will be considered accordingly during the analysis of all the bids received prior to award. If the alternative product cannot be readily accepted or rejected, and the bid price indicates that there could be an economical benefit to the Board, then the product will be put into a testing evaluation process to determine acceptability, however, will not be considered for award during this current bid process. If, during the test evaluation process, it is determined that the product is acceptable, then it will be included as an approved product for future Proposal or quotation calls.

### 24. NON-REFUNDABLE ADMINISTRATIVE SERVICE FEE:

If, it is found that the non-refundable Administrative Service Fee of \$50.00 has not been paid by the Vendor submitting this bid, then the Proposal will be rejected in its entirety.

### 25. AWARD STRATEGY:

The Board reserves the right to award this Proposal to one bidder, or more than one bidder, whichever is in the best interest of the Board.

### 26. AWARDED OF WORK FOR MULTIPLE SITES:

The Board reserves the right to award contractors only the amount of work to which the Board is confident can be completed on schedule by the successful bidder. In order to expedite the completion of work within the Term of Contract, the Board may distribute awards from bids at its sole and unfettered discretion. The decision of the Board will be final.

### 27. PROCEEDINGS AGAINST THE BOARD:

The bidder represents and warrants that the bidder is not a party to any suits, actions, litigation proceedings, arbitration's, alternative dispute resolutions, investigations or claims ( the "Claims") by or against or otherwise involving the Board and the bidder. The bidder acknowledges that the Board will reject the bid in view of current, pending or threatened litigation, arbitration, alternative dispute resolution or disputes involving the Board and the bidder. **NOTE: "Certificate: The successful bidder(s) may also be required, at the discretion of the Board, to sign a Certificate in a form satisfactory to the Board confirming that the successful bidder(s) is not associated with any company involved in litigation with the Board."**

### 28. PRIORITY OF DOCUMENTS:

The bidder acknowledges and agrees that if there are any inconsistencies between the provisions of this Proposal and any other agreements entered into between the bidder and the Board as a result hereof, the provisions of this Proposal shall govern and supersede the provisions of any other agreement between the parties hereto.

### 29. GUARANTEE:

If applicable, upon completion of the project and final Board acceptance, the successful bidder(s) shall issue the Board at least a 1 year guarantee against defective workmanship and materials. The successful bidder(s) specifically acknowledges that the Sale Of Goods Act (Ontario), as amended from time to time applies to the subject matter of this bid.

Signature of Authorized Official \_\_\_\_\_

## INFORMATION TO BIDDERS

### 30. **MEDIATION/ARBITRATION:**

Any dispute between the parties arising out of or relevant to the bid which cannot be resolved by the parties shall be referred to mediation for mandatory Alternative Dispute Resolution, and a Mediator shall be selected from the list of approved Mediators of the Ontario Court (General Division), Regional Municipality of Peel, and such mediation is to take place within thirty (30) days of such referral. Any dispute between parties which cannot be resolved by such mediation shall be settled and determined by an Court of competent jurisdiction provided however that the Board reserves the right to submit such dispute for settlement and determination by arbitration pursuant to the Arbitration Act of Ontario (the "Act") as same may be amended from time to time, in which case the following provisions shall apply. Either party may at any time give written notice to the other of its desire to submit such dispute to arbitration stating with reasonable particularity the subject matter of such dispute. In the case of the bidder giving notice to the Board, if the Board does not consent to submitting such matter to arbitration, the Bidder may refer such matter to a court of competent jurisdiction.

If the Board generates the notice, or if the notice is generated by the bidder and consented to by the Board, then the following provisions shall apply. Within five (5) business days after receipt of such notice, the parties shall appoint a single arbitrator with appropriate experience to determine such dispute. If the parties fail to appoint an arbitrator, either part may apply to a Judge of the Ontario Court (General Division) to appoint an arbitrator to determine such dispute. The costs of arbitration shall be paid by the party as determined by the arbitrator, which jurisdiction shall include the determination of the costs to be paid by the unsuccessful party. The award of the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction and enforced in the normal course.

### 31. **LOCAL CONTENT:**

The intent of the bidding process is to provide the goods and or services indicated in accordance with the specifications outlined herein. In determining which bid will result in an award, preferred consideration will be given when all other factors are equal, to local goods and or service providers.

### 32. **RIGHT TO AUDIT AND RETENTION OF RECORDS:**

At any time during business hours, and as often as the Board may deem necessary, there shall be made available to the Board for examination, the successful bidder(s) records with respect to the successful bidder(s) services under this Purchase Order and/or bid and any ensuing contract. The successful bidder(s) shall permit the Board to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of data relating to matters covered by this Purchase order and/or bid and any ensuing contract. The successful bidder(s) shall maintain and retain all records and other documents related to this Purchase Order and/or bid and any ensuing contract for a period of three (3) years from the date of final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the Board.

### 33. **POST PROPOSAL SUBSTITUTION:**

The Board reserves the right to accept the post-Proposal substitution of materials specified herein provided that any substituted material is of equal or greater quality and may be purchased for a price equal to or less than that specified herein by the bidder.

### 34. **AMENDMENT:**

The Board reserves the right, in its sole and unfettered discretion, to amend the Proposal for minor changes prior to the closing date without affecting the validity of the Proposal.

### 35. **INCOMPLETE PROPOSAL:**

The Board reserves the right, in its sole and unfettered discretion, to reject or waive minor errors contained in a Proposal without having to disqualify the bidder.

### 36. **CHANGE IN SCOPE:**

The Board reserves the right in its sole and unfettered discretion, to change the scope of the goods and/or services requested in this Proposal and invite the re-submission of such Proposal on or before the closing date, without necessitating a new Proposal.

### 37. **DISCLOSURE CERTIFICATION:**

The bidder hereby certifies that the bidder has disclosed all relevant facts to the Board and has acted in good faith in connection with the submission of the Proposal. The bidder further covenants and agrees to provide such additional information and consents to the release of information regarding the bidder as may be reasonably requested by the Board for the purposes of evaluating such Proposal, including, without limitation, the bidder's consent to the release of information pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario), as same may be amended from time to time.

Signature of Authorized Official \_\_\_\_\_

## INFORMATION TO BIDDERS

**38. ACCEPTANCE OF BID:**

Acceptance of this Proposal, or any part thereof, shall be by Purchase Order and/or award letter.

**39. REPAIR SERVICE:**

If applicable, the successful bidder(s) shall have an authorized service organization with the capability to handle warranty work on repairs. Please specify below the name and address of your authorized service organization.

Name of Service Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

**40. VENDORS WHO ARE SUCCESSFUL FOR THE FIRST TIME:**

The following condition may apply to all vendors who are successful in obtaining business from the Board for the first time:

Any Vendor who is successful in obtaining business from the Board for the first time may not be allowed to bid on any further work required by the Board, until such time as the vendor has successfully completed the first awarded contract in a proper and satisfactory manner in the opinion of the Board. The Board reserves this right, in its sole and unfettered discretion.

**41. CRIMINAL BACKGROUND CHECK INFORMATION:**

If required by the Board, the successful Bidder covenants and agrees to provide the Ontario Education Services Corporation, or such other entity as the Board may designate, with consent to perform a criminal background check every three years covering offences under the Criminal Code, the Controlled Drugs and Substances Act and any other offences which would be revealed by a search of the automated Criminal Records Retrieval System maintained by the RCMP ("Police Record Check") for every individual or employee of the successful Bidder who may come into direct contact with pupils on a regular basis at a school site of the Board.

The successful Bidder covenants and agrees that prior to coming into direct contact with pupils on a regular basis at a school site of the Board, every individual or employee performing services for the Bidder must receive an Identification Card issued by the Ontario Education Services Corporation.

For the purposes of this Request for Proposal/Tender/Quote, the Board shall determine in its sole and unfettered discretion whether an individual or employee of the successful Bidder be deemed to come into direct contact with pupils on a regular basis.

The successful Bidder further acknowledges and agrees that the contract between the Board and the successful Bidder to be entered into pursuant to the terms hereof shall contain provisions of indemnification and provisions allowing the Board to terminate same in the event the successful Bidder fails to obtain or renew Identification Cards for every individual or employee who may come into direct contact with pupils on a regular basis at a school site of the Board prior to the occurrence of such possible direct contact.

**42. LIMITATIONS OF DAMAGES:**

Notwithstanding anything else herein contained, the bidder, by submitting a proposal or tender, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its proposal or tender for matters relating to the agreement or in respect of the competitive process, and the bidder, by submitting a proposal or tender, waives any claim for loss of profits if no agreement is made with the bidder.

Signature of Authorized Official \_\_\_\_\_

## INFORMATION TO BIDDERS

### 43. **EVALUATION CRITERIA:**

Evaluation of the proposal will be based on, but not limited to, the following items.

- a) Conformance to specifications, quality of products offered.
- b) Responsiveness to requested information (A proposal which is in substantial conformance with the requirements stated).
- c) Responsibility of Respondent. A respondent whose reputation, past performance, business and financial capabilities, are judged by the Board to be capable of satisfactorily performing the contractual obligations as outlined in this document.
- d) Ability to supply all the items listed in this proposal
- e) Interviewing of the respondents (if necessary).
- f) Prices and final scope of work may require further negotiations prior to award.

**NOTE: If this Tender/Proposal is for the acquisition of software for the Board, then the following clauses shall be included in any agreement between the successful bidder(s) and the Board. Further, the agreement shall not contain clauses disclaiming implied warranties or limiting liabilities.**

### 44. **SOFTWARE WARRANTIES:**

The Bidder represents, warrants and covenants to the Board the following and acknowledges that the Board is relying on such representations, warranties and covenants in deciding to enter into this Agreement.

- a) the Bidder is a corporation incorporated and existing under the laws of **PROVINCE OF ONTARIO** and has all necessary corporate power and authority to enter into and perform its obligations under this Agreement;
- b) the Bidder has all rights necessary to license the Software to the Board and to permit the Board to use and copy the Software Documentation in accordance with this Agreement without the requirement or consent of any third party and free and clear of any liens, charges or encumbrances, and the Board is not required to pay any fee, royalty or other consideration to any third party for use of the Software or Software Documentation in accordance with the terms of this Agreement;
- c) to the best of the Bidder's knowledge, the Software shall be free from defects in materials and workmanship and the Bidder will correct defects discovered in the operation of the Software for a period of not less than one (1) year from the date of delivery, installation or acceptance of the Software;
- d) the Software shall perform the functions and features set forth in the Specifications;
- e) the Software will be compatible with certain other programs described in the Schedule annexed hereto and will operate on the specified hardware configuration;
- f) the Bidder shall provide Warranty support services as described in the Schedule annexed to this Agreement; and
- g) there are no agreements, encumbrances or covenants with respect to the subject matter of this Agreement which in any way conflict or interfere with the Bidder's right to enter into this Agreement or which conflict or interfere with the Board's right to exercise the rights granted to it under this Agreement. The Bidder shall not enter into any such agreements, encumbrances or covenants without the prior written consent of the Board.

The Bidder agrees to obtain warranties comparable to those set out in this Agreement in writing from all third party manufacturers or suppliers of Software or any components thereof.

### 45. **INDEMNITY:**

The Bidder will indemnify and save harmless the Board, its employees, officers, trustees and agents from and against any allegations, claims, costs, damages, expenses, suits, settlements, awards or proceedings (including without limitation legal expenses) penalties or fines arising out of:

- a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the provision of all or part of the Services pursuant to this Agreement, except to the extent that such injury, loss or damage has been caused by the Board;
- b) any encumbrances upon or in respect of any materials, parts, work-in-progress or finished Software furnished to, or in respect of which payment has been made by the Board; and

Signature of Authorized Official \_\_\_\_\_

## INFORMATION TO BIDDERS

- c) any claim that the Software System or any part thereof infringes any Canadian or U.S. Patent, copyright, trademark, trade secret or other intellectual property right, confidentiality right or contractual right or obligation. The Board will notify the Bidder in writing of any such potential liability and upon the Board's request the Bidder will have complete authority and receive complete information required for the Bidder's defense. The Bidder will notify and co-operate with the Board throughout any such proceeding. At the Board's request, the Board will have complete authority to participate in any such proceedings and the Bidder will notify and co-operate with the Board throughout such participation by the Board. The Bidder will pay all damages and costs awarded against and otherwise incurred by the Board, including without limitation any settlement costs and legal fees. The indemnities set out herein shall survive the expiration or sooner termination of this Agreement.

### 46. CONTINUED USE:

In the event that the use of any part of the Software System by the Board is threatened by court action or injunction, the Bidder will, in addition to its own obligations under this Agreement and at its own expense, either:

- a) obtain for the Board the right to continue using the Software System as permitted under this Agreement;
- b) modify the Software System to make it non-infringing without materially affecting or altering its functionality; or
- c) if the Board consents and if neither of the foregoing alternatives is available, provide notice of termination of all or a part of this Agreement and refund to the Board all amounts paid to the Bidder under this Agreement which are attributable to the part of the Agreement terminated.

### 47. NEGOTIATION CLAUSE

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

### 48. PARAMOUNTCY CLAUSE

Bidders who have additional and/or supplementary agreements that require the board's signature prior to providing the required products and/or services to the board, must submit that said draft agreement with their bid. No additional agreements will be accepted by the board after the closing date / time of the Tender/Quote/RFP. In the event of any conflict between the provisions of the terms of the successful bidder's additional and/or supplementary agreement(s) and the provisions of this Tender/Quote/RFP document, the terms of the Tender/Quote/RFP Contract shall govern.

### 49. GENERAL CONDITIONS:

**Where the General Conditions form part of this bid document, indicate by marking the box that Bidder acknowledges having read and understood the General Conditions, Section – 01000, pages 1 – 34 as posted on the Board Purchasing website at: <http://purchasing.peelschools.org>**

### 50. SUCCESSFUL BIDDER/CONTRACTOR EMPLOYEES:

Any employee of the successful bidder who is deemed (by the Board, in it's sole discretion) inappropriate, anytime during the duration of the contract, will be immediately removed from the worksite by the successful bidder and prohibited from working on Board property.

### 51. TERMINATION:

Should the Board deem either the service or the equipment or supplies provided by the successful bidder(s) unsatisfactory anytime during the term of the contract, or if the successful bidder(s) is otherwise in default hereunder or pursuant to the terms of the contract, the contract may be cancelled upon thirty (30) days written notice by the Board.

In addition, if the successful bidder(s) is providing either services, equipment or supplies to the Board pursuant to more than one Tender, Proposal or contract, a default under one Tender, Proposal or contract shall constitute a default under all and the Board will therefore be entitled to terminate all agreements with such successful bidder(s) as a result thereof.

The Board reserves the right to remove from the list of bidders, for an indeterminate period, the name of any bidder for failure to accept a contract, or the name of any bidder for unsatisfactory performance of contract, or for termination as a result of a breach of the contract by such bidder.

Signature of Authorized Official \_\_\_\_\_

## INFORMATION TO BIDDERS

### 52. CONFLICT DECLARATION

The undersigned hereby represents and warrants that, to the best of the undersigned's knowledge and belief, no actual or potential conflict of interest exists with respect to the submission of the bid document or performance of the contemplated contract other than those disclosed hereunder. The undersigned confirms that, where the Board discovers that the undersigned has failed to disclose all actual or potential conflicts of interest, the Board may disqualify the undersigned or terminate any contract awarded to the undersigned pursuant to this bid document process. The undersigned understands that, for the purposes hereof, "conflict of interest" also includes :

- (a) in relation to the bid document process, the undersigned has an unfair advantage or engages in conduct, directly or indirectly, that may give the undersigned an unfair advantage, including :
  - (i) having or having access to information in the preparation of the undersigned's bid document that is confidential to the Board and not available to other bidders;
  - (ii) communicating with any person with a view to influencing preferred treatment in the bid document process; or,
  - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair; or,
- (b) in relation to the performance of its contractual obligations in a Board contract, the undersigned's other commitments, relationships or financial interests:
  - (i) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the Board's independent judgment; or,
  - (ii) could or could be perceived to compromise, impair or be incompatible with the effective performance of the undersigned's contractual obligations.

### 53. WAIVER

By submitting a Proposal, the Bidder acknowledges the Owner's rights under this Proposal and absolutely waives any right, or cause of action against the Owner, its officers, directors, employees and or agents by reason of the Owners failure to accept the Proposal submitted by the Bidder, whether such right or cause of action arises in contract, negligence or otherwise.

### 54. NO SMOKING POLICY

All Board properties are non-smoking facilities.

Signature of Authorized Official \_\_\_\_\_

## SIGNATURE SHEET

1. **I/WE DECLARE** that this Proposal is made without collusion, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a Proposal for the same work and is in all respects fair and without collusion or fraud.
  
2. **I/WE DECLARE** that to our knowledge no member of the board of Trustees, and no officer or employee of the Board, is, will be, or has become interested, directly or indirectly, as a contracting party, partner, or in the supplies; work or business in connection with the said Contract, or in any portion thereof, or of any supplies to be used therein, or in any monies to derived therefrom.
  
3. **I/WE HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY ALL TERMS & CONDITIONS CONTAINED IN THIS PROPOSAL DOCUMENT AND WE ARE AUTHORIZED BY THE BIDDER FIRM TO BIND THE FIRM.**

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

NAME: (Please Print) \_\_\_\_\_

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

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

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

\_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

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

FAX NUMBER: \_\_\_\_\_

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

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

BIDDER'S WEB SITE  
ADDRESS: \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

## **RFP FOR Printer and Fax Toner Cartridges and Related Supplies 2009**

### **1 Scope**

- 1.1 The Board is seeking to enter into a contract with a vendor for the provision of toner cartridges and related supplies for classroom and administrative use. The contract will be for one year.
- 1.2 The Board has the option to extend the contract for four additional years in one year increments.
- 1.3 Projected quantities are based on current estimates of future budgets and school requirements. They are to be considered only as a guideline.
- 1.4 There is an assortment of other printer brands and models with a quantity estimate of less than 15 per year. An overall percentage discount from list price for all other products is recommended.

### **2 Documents Required**

- 2.1 A copy of manufacturer's ISO 9002 Certification

### **3 Schedule of Events**

- 3.1 Release of RFP April 2009
- 3.2 RFP Closing May 2009
- 3.3 Announcement of Successful Vendor(s) July 2009
- 3.4 Vendors are asked to note the fact that although prices are quoted in April, initial orders will not be placed until August. Vendors must anticipate changes in pricing over this period to the best of their ability.

### **4 Right to Contract for Identical or Similar Goods**

- 4.1 By entering into a contract, the Board shall not limit its right to contract for identical or similar goods from any other source should the vendor be unable to furnish the required item or service within the required time frame.

### **5 Testing**

- 5.1 The Board reserves the right to have products tested, by an accredited testing organization, to ensure compliance with accepted standards such as Health & Safety, CSA and analysis.
- 5.2 Toner cartridge units for each items quoted are to be submitted for a 60 day period only when requested, and at no cost including delivery charges, to the Board. Units, if required, are to be enclosed in a separate sealed package identifying the name of the bidder and the proposal number on the outside. Units not picked up within 7 days of the contract award will become the property of the Board.
- 5.3 The Board will conduct testing of said units in our facility with various LTSS and instructional staff participating.

### **6 Product**

- 6.1 It is expected that over the course of the contract toner cartridge technology may change. All replacement products must be approved by the board and must meet or exceed the current product specifications.
- 6.2 In the event of a recall by the manufacturer of toner cartridges or related supplies purchased by the Board from the vendor, the vendor agrees to present the Board with a plan dealing with the recall and the vendor will coordinate with the Board in developing a schedule of activities resulting from the recall. It is hereby agreed that the vendor will be released from all liability and saved harmless from fines, penalties and damages which may be caused by or result from a manufacturers' recall of toner cartridges purchased by the Board from the vendor.

## **RFP FOR Printer and Fax Toner Cartridges and Related Supplies 2009**

### **7 Pricing**

- 7.1 Vendor(s) will be selected on a “best value” basis. When determining “best value”, the Board will consider the cost of the unit and all associated costs.
- 7.2 It is expected that as the approved product(s) reach the end of the lifecycle, that the replacement product price will not exceed, but may be less than the originally bid product(s).
- 7.3 Vendors must supply purchase price information for all toner cartridges and related supplies outlined in the Bid Sheet.
- 7.4 All vendors must provide the following price information with their bid:
- 7.5 Manufacturers' current published price lists, indicating best possible pricing, i.e. 'government (public sector) pricing' or similar which include all items specified herein, and all related prices for items which may be purchased under this contract. Price lists may be updated where applicable, such that the Board lists shall be current.
- 7.6 Discount(s) that will apply to the manufacturers' price lists. Discounts are expected to remain firm for the duration of the contract; however the Board will accept increases in discounts at any point during the contract.
- 7.7 The same discount structure that is applied for products bid will remain for replacement models that are accepted by the Peel District School Board
- 7.8 If the public sector promotional pricing for a product is less than the bid price, the Board will have the advantage of the lower price.
- 7.9 The board may wish to purchase other or related supply products available from the manufacturer, but not included as part of this RFP. Please provide the minimum discount that will be applied to the remainder of manufacturer's related products that are listed on their published price list (government (public sector) pricing).
- 7.10 Vendors shall complete the Price Schedules using the manufacturers' price lists and applying their offered discount to arrive at a total cost to the Board.
- 7.11 If 'government (public sector) pricing' is not available:
  - 7.11.1.1 All toner cartridges or related supply component price changes must be supported with a letter from the manufacturer indicating the cost increase or decrease.
  - 7.11.1.2 The increase is only to be applied to the vendor's cost of the product.
  - 7.11.1.3 This pricing review takes place during our monthly meeting with the winning vendor.

### **8 Service - Parts only**

- 8.1 Briefly describe the Warranty reimbursement process (e.g. Forms, constraints / obligations, information required for reimbursement, exchange process and related costs, etc.)
- 8.2 Identify the turnaround time for warranty toner cartridges and related supplies exchange that the vendor will commit to.
- 8.3 Identify any and all Warranty reimbursement rates that would apply to the Peel District School Board and the turnaround time on reimbursement payment that the vendor will commit to.
- 8.4 Identify the means by which you will provide the Peel District School Board to manage the above commitments and performance levels.
- 8.5 Vendors must identify the process (e.g. replace) and commitment to turnaround time for resolution when dealing with toner cartridges or supply items which are 'dead on arrival' (DOA) as part of the shipping process, and describe what constitutes DOA.
- 8.6 Vendors must indicate if other support features are available – such as toll-free telephone support hotlines, E-mail, and Internet access for technical support – noting both the accessibility of the services and response times.

### **9 Purchasing Process**

- 9.1 The Board is interested in streamlining the purchasing process for this equipment. As a result of this RFP, schools should be able to purchase from a finite list of product. At any point in time, the prices for

## **RFP FOR Printer and Fax Toner Cartridges and Related Supplies 2009**

these products will be fixed based on negotiations between the Board and the vendor. The vendor will have two (2) business days to update the WEB site information with both product and price changes. Schools must have the ability to place orders for these products directly with the vendor without generating a purchase order. To facilitate this process the vendor will establish an online ordering system with the following features:

- 9.2 Web based
- 9.3 Secured (i.e. password required) for ordering
- 9.4 Lists all tendered items with current specifications and pricing
- 9.5 List only the items agreed to by the Board
- 9.6 Graphical representation of items where appropriate
- 9.7 Ability to print confirmation of order with payment directions customized by the Board
- 9.8 Ability to select the Board locations (from a pick list). Location details with school name, address and phone number to be provided in excel format upon award of the contract to the successful vendor.
- 9.9 School to provide the following details when placing order:
- 9.10 Product(s) selected
- 9.11 Payment Method: choices are 1) credit card or 2) account code (13 numbers)
- 9.12 Contact name (primary and secondary name)
- 9.13 Contact email address (must end in @peelsb.com)
- 9.14 The vendor will supply the Board with the details of all orders placed in an electronic format. The Board would process payment to the vendor based on this report.

### **10 Delivery**

- 10.1 The Board expects that the vendor will deliver all toner cartridges and supplies purchased. This includes the following services:
  - 10.1.1 Delivery to the school site (F.O.B destination)
- 10.2 Delivery will be no later than three (3) days from the date of order placed. Orders received after business hours will be deemed to have been received on the next business day.
- 10.3 If there is a delivery delay, the vendor will ensure that the board location placing the order will receive notification via email and / or phone call to the contact person who placed the order.
- 10.4 A penalty of Five Dollars (\$5.00) per day may be charged to the vendor by the Board for products delivered outside of the delivery period as described in paragraph 10.2

### **11 Account Management**

- 11.1 The vendor will assign an Account Manager to the Board. The Account Manager will be the primary contact with the vendor for Board personnel.
- 11.2 The Account Manager's responsibilities will include:
  - 11.2.1 Dispute resolution. Detail process to follow will be determined by the Board.
  - 11.2.2 Order expediting
  - 11.2.3 Liaison between Board staff and other Vendor personnel
- 11.3 The Account Manager should be named in the response to the RFP.
- 11.4 The vendor will assign a dedicated inside sales representative to field daily queries.
- 11.5 The roles and identities of other key resource staff assigned to the Board should be included in the response to the RFP.
- 11.6 The Board and the vendor will conduct reviews of performance prior to the processing of penalties by the Board for late shipments.

### **12 Asset Management**

- 12.1 The Board will maintain an electronic database of all toner cartridges and related supplies. The vendor will provide the Board with detailed electronic (Excel 2003) cumulative reporting available monthly of all purchases delivered in a form that can be uploaded into this database. For product ordered through

## RFP FOR Printer and Fax Toner Cartridges and Related Supplies 2009

this contract, the following information will be required. A unique record must be created for each product ordered. Additional fields may be added as needed.

- 12.1.1 School / Location Name
- 12.1.2 Contact Name
- 12.1.3 Printer / Fax Brand
- 12.1.4 Printer / Fax Model (part number)
- 12.1.5 Toner cartridge or supply item (part number)
- 12.1.6 Unit cost
- 12.1.7 Qty ordered
- 12.1.8 Order reference number (assigned by vendor)
- 12.1.9 Date of order
- 12.1.10 Date of delivery
- 12.1.11 Invoice number

### 13 Force Majeure

- 13.1 The Board and the vendor agree that there may be circumstances beyond the control of either the vendor or the Board which causes delays in delivery and/or service response. In such cases, the vendor will be saved harmless from fines, penalties and damages resulting from such unavoidable delays. All other terms and conditions notwithstanding, the vendor agrees to notify the Board of any such delay, or likely delay, at the earliest opportunity at which time the cause for the delay, or likely delay, will be discussed and a revised delivery and/or service schedule will be offered.

## RFP FOR Printer and Fax Toner Cartridges and Related Supplies 2009

### 14 Toner cartridges and related Supplies for the following printers and fax machines:

#### 14.1 Monochrome printers: 12 month toner cartridge estimate

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14.1.1	Samsung ML-4551 monochrome	600
14.1.2	Samsung ML-2851 monochrome	700
14.1.3	Lexmark E-210	60
14.1.4	Lexmark E-232	50
14.1.5	Lexmark E-240	90
14.1.6	Lexmark E-250D	175
14.1.7	Lexmark E-320 / E-322	30
14.1.8	Lexmark E-321 / E-323	15
14.1.9	Lexmark T-520 / T-522	200
14.1.10	Lexmark T-610 / T-614	90
14.1.11	Lexmark T-630	300
14.1.12	Lexmark T-644	550
14.1.13	HP 4 / 4+ / 4M+ / 5 / 5N / 5M / 5M+	90
14.1.14	HP 4000 / 4050	270

#### 14.2 Colour printers: 12 month toner cartridge estimate

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14.2.1	Samsung CLP-660 colour	200
14.2.2	Xerox 8200 Colour Phaser	40
14.2.3	Xerox 8400 Colour Phaser	50
14.2.4	Xerox 8500 Colour Phaser	100
14.2.5	Xerox 8560 Colour Phaser	90
14.2.6	Lexmark C710N colour printer	5
14.2.7	Lexmark C720N colour printer	5
14.2.8	Lexmark C912N colour printer	5
14.2.9	Lexmark C920N colour printer	5
14.2.10	HP 2600 DTN colour printer	15
14.2.11	HP 2800 DTN colour printer	25

#### 14.3 Fax machines: 12 month toner cartridge estimate

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14.3.1	Pitney Bowes FAX 9600 / 9620 / 9640	15
14.3.2	Pitney Bowes FAX 9800 / 9820 / 9830	55
14.3.3	Pitney Bowes FAX 9900 / 9910 / 9920 / 9930 / 2030 / 2050	43



Section	Product Brand	Product Model(s)	Estimated 12 month qty	Product Description - toner cartridge or related supply	OEM Part number	OEM Page Yield	OEM Unit Cost	Alternative Part number	Alternative Page Yield	Alternative Unit Cost
<b>BIDDER:</b>										
14.2.5	Xerox	8560 Phaser colour	90	6 x ink sticks - black	108R00727	6,800				
14.2.5	Xerox	8560 Phaser colour	90	3 x ink sticks - cyan	108R00723	3,400				
14.2.5	Xerox	8560 Phaser colour	90	3 x ink sticks - magenta	108R00724	3,400				
14.2.5	Xerox	8560 Phaser colour	90	3 x ink sticks - yellow	108R00725	3,400				
14.2.5	Xerox	8560 Phaser colour	3	maintenance kit - standard	108R00675	10,000				
14.2.6	Lexmark	C710N colour	5	toner - black	10E0043	10,000				
14.2.6	Lexmark	C710N colour	5	toner - cyan	10E0040	10,000				
14.2.6	Lexmark	C710N colour	5	toner - magenta	10E0041	10,000				
14.2.6	Lexmark	C710N colour	5	toner - yellow	10E0042	10,000				
14.2.6	Lexmark	C710N colour	1	transfer kit	10E0045	100,000				
14.2.7	Lexmark	C720N colour	5	toner - black	15W0903	12,000				
14.2.7	Lexmark	C720N colour	5	toner - cyan	15W0900	7,200				
14.2.7	Lexmark	C720N colour	5	toner - magenta	15W0901	7,200				
14.2.7	Lexmark	C720N colour	5	toner - yellow	15W0902	7,200				
14.2.7	Lexmark	C720N colour	1	photodeveloper kit	15W0904	40,000				
14.2.8	Lexmark	C912N colour	5	toner - black	12N0771	14,000				
14.2.8	Lexmark	C912N colour	5	toner - cyan	12N0768	14,000				
14.2.8	Lexmark	C912N colour	5	toner - magenta	12N0769	14,000				
14.2.8	Lexmark	C912N colour	5	toner - yellow	12N0770	14,000				
14.2.8	Lexmark	C912N colour	1	photodeveloper kit - colour	12N0772	28,000				
14.2.8	Lexmark	C912N colour	1	photodeveloper kit - black	12N0773	28,000				
14.2.9	Lexmark	C920N colour	5	toner - black	C9202KH	15,000				
14.2.9	Lexmark	C920N colour	5	toner - cyan	C9202CH	14,000				
14.2.9	Lexmark	C920N colour	5	toner - magenta	C9202MH	14,000				
14.2.9	Lexmark	C920N colour	5	toner - yellow	C9202YH	14,000				
14.2.9	Lexmark	C920N colour	1	photodeveloper kit - colour						
14.2.9	Lexmark	C920N colour	1	photodeveloper kit - black						
14.2.10	HP	2600 DTN	15	ink - black	C4844A	1,430				
14.2.10	HP	2600 DTN	15	ink - cyan	C4836A	1,750				
14.2.10	HP	2600 DTN	15	ink - magenta	C4837A	1,750				
14.2.10	HP	2600 DTN	15	ink - yellow	C4838A	1,750				
14.2.11	HP	2800 DTN	15	ink - black	C4844A	1,430				
14.2.11	HP	2800 DTN	15	ink - cyan	C4836A	1,750				
14.2.11	HP	2800 DTN	15	ink - magenta	C4837A	1,750				
14.2.11	HP	2800 DTN	15	ink - yellow	C4838A	1,750				
<b>Fax machines:</b>										
14.3.1	Pitney Bowes	9600 / 9620 / 9640	15	toner	805-6	10,000				
14.3.2	Pitney Bowes	9800 / 9820 / 9830	55	toner	810-4	11,000				
14.3.3	Pitney Bowes	9900 / 9910 / 9920 / 9930 / 2030 / 2050	43	toner	815-7	10,000				

APPENDIX "B"

LETTER OF CREDIT

(BANK) \_\_\_\_\_ NO. \_\_\_\_\_

(BRANCH) \_\_\_\_\_ (DATE) \_\_\_\_\_

TO:

WE HEREBY AUTHORIZE YOU TO DRAW ON (BANK)  
FOR ACCOUNT OF  
UP TO AN AGGREGATE AMOUNT OF  
AVAILABLE BY DRAFTS AT SIGHT  
GUARANTEE AS FOLLOWS:

Pursuant to the request of our customer, \_\_\_\_\_  
we, (Bank) \_\_\_\_\_ hereby establish and give to you an Irrevocable  
Letter of Credit in your favour in the total amount of \$ \_\_\_\_\_ which may be drawn on by you at any time and  
from time to time upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether  
you have a right as between yourself and our said customer to make such demand and without recognizing any claim of our said  
customer.

PROVIDED, however, that you are to deliver to (Bank) \_\_\_\_\_  
at such time as a written demand for payment is made upon us, a certificate signed by the Associate Director of Corporate Services of  
The Peel District School Board agreeing and/or confirming that monies drawn pursuant to this Letter of Credit are to be and/or have  
been expended pursuant to obligations incurred or to be incurred by you with reference to (description of services or projects)

\_\_\_\_\_ This Letter of Credit shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_  
\_\_\_\_\_ subject to the conditions of automatic extension, as set out herein.

IT IS A CONDITION of this Letter of Credit that it shall be automatically extended without amendment for one year from the expiry  
date, and thereafter from year to year unless sixty days prior to the present or future expiry date we shall notify the Associate Director  
of Corporate Services of The Peel District School Board in writing that we elect not to consider this Letter of Credit renewed for any  
such additional period. Upon receipt by you of such notice; you may draw hereunder by means of your demand accompanied by your  
written certification that the amounts drawn will be retained and used by you to meet obligations incurred or to be incurred by you in  
connection with (description of services or projects) \_\_\_\_\_.

THE DRAFTS DRAWN UNDER THIS CREDIT ARE TO BE ENDORSED HEREON AND SHALL STATE ON THEIR FACE  
THAT THEY ARE DRAWN UNDER (BANK) \_\_\_\_\_  
(BRANCH) \_\_\_\_\_ LETTER OF CREDIT NO. \_\_\_\_\_  
(DATE) \_\_\_\_\_

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS OF THE BILLS DRAWN IN COMPLIANCE WITH THE TERMS  
OF THIS CREDIT THAT THE BILLS SHALL BE DULY HONOURED UPON PRESENTATION AT THE DRAWEE BANK.

\_\_\_\_\_  
(Accountant)

\_\_\_\_\_  
(Manager)

Signature of Authorized Official \_\_\_\_\_

Purchasing Department  
Purchasing Section  
1st Level  
5650 Hurontario Street  
Mississauga, Ontario  
L5R 1C6

Tel: (905) 890-1099

Fax: (905) 890-0660

# BIDDERS LIST APPLICATION

**BOTH SIDES OF THIS FORM MUST BE COMPLETED AND ALL REQUESTED INFORMATION MUST BE FILLED IN OR YOUR APPLICATION WILL NOT BE ACCEPTED FOR REVIEW. When a completed application has been received at the above noted address, all information will be checked to authenticate that the information as presented is correct prior to including your firm on our Bidders List.**

## 1. APPLICANT'S NAME & MAILING ADDRESS FOR PAYMENTS

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY & PROVINCE: \_\_\_\_\_  
POSTAL CODE: \_\_\_\_\_  
TEL: (     ) \_\_\_\_\_  
FAX: (     ) \_\_\_\_\_

## 2. APPLICANT'S NAME & MAILING ADDRESS FOR BIDS, QUOTES & PURCHASE ORDERS

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY & PROVINCE: \_\_\_\_\_  
POSTAL CODE: \_\_\_\_\_  
TEL: (     ) \_\_\_\_\_  
FAX: (     ) \_\_\_\_\_

## 3. Goods and Services Tax Registration Number:

\_\_\_\_\_

(specify)

4. Please specify if your firm accepts MASTERCARD for the purchase of your products or services. YES  NO

5. Payment Terms: Minimum payment terms accepted by the Board are 2%/10 days or Net 45 Days. Please specify which term your firm is offering. **Note:** If your firm is in a position to offer more favorable terms, please indicate. NET 30 DAYS WILL NOT BE ACCEPTED.

(specify)

## 6. DIRECT DEPOSIT

All vendors of the Peel District School Board are required to be on direct deposit to receive payment.

Therefore, as part of this bidders application we are requesting that you fill out the attached letter and return it along with a VOIDED CHEQUE, with this bidders application.

Failure to return a completed letter and a voided cheque with your bidders application will result in your application not being considered.

## 7. Primary Contact Person (Bids, Quotes, Orders):

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

Official Capacity: \_\_\_\_\_

## 8. TYPES OF BUSINESS:

- MANUFACTURER  
 MANUFACTURER'S AGENT  
 SERVICE BUSINESS  
 DISTRIBUTOR  
 WHOLESALE  
 DEALER  
 JOBBER  
 RETAILER  
 CONTRACTOR

## 9. LEGAL STATUS:

- INCORPORATED COMPANY  
 REGISTERED PARTNERSHIP  
 PRIVATE INDIVIDUAL

## 10. Standard Office Hours:

\_\_\_\_\_

## 11. How long has your company been in business:

\_\_\_\_\_

(specify)

## 12. Total Area of Premises (Office & warehouse):

\_\_\_\_\_ sq. ft.

## 13. Warehouse Location(s):

\_\_\_\_\_

## 14. After Hours Emergency Number:

\_\_\_\_\_

## 15. Date Business Founded:

\_\_\_\_\_

## 16. Present Value of Stock in Warehouse \$

\_\_\_\_\_

## 17. Gross Annual Sales \$

\_\_\_\_\_

(specify)

## 18. Present Number of Employees:

\_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

TO BE COMPLETED BY ALL APPLICANTS:

**19. LIST ALL OF THE COMMODITY CLASSES YOU WISH TO BE ENTERED INTO FROM THE ATTACHED COMMODITY CLASS ITEM LIST.**

3-DIGIT COMMODITY CLASS CODE NUMBER	2-DIGIT ITEM CODE NUMBER	3-DIGIT COMMODITY CLASS CODE NUMBER (Continued)	2-DIGIT ITEM CODE NUMBER (Continued)	3-DIGIT COMMODITY CLASS CODE NUMBER (Continued)	2-DIGIT ITEM CODE NUMBER (Continued)	3-DIGIT COMMODITY CLASS CODE NUMBER (Continued)	2-DIGIT ITEM CODE NUMBER (Continued)

**20. Provide 3 References for Work Performed, Including Value of Each:**

NAME	LOCATION	VALUE OF CONTRACT	REFERENCE CONTACT (PERSON)	REFERENCE TELEPHONE NUMBER

**21. Bank Reference:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Specify Name and Address)

### GENERAL INFORMATION

1. Please notify The Peel District School Board Purchasing Department, immediately, of any changes to the above information. This includes change of name, address, telephone number, changes to personnel, additions of items that you are interested in providing or deletion of product lines. Failure to provide any changes to the above information will result in your firm's name being removed from The Peel District School Board's Bidder's List.
2. This application is provided as a courtesy only. An active application does not legally entitle a vendor to any particular solicitation, and therefore, vendors must remain vigilant in checking newspaper advertisements notifying the marketplace of requests for tenders and proposals.

**I HEREBY CERTIFY THAT THE INFORMATION SUPPLIED IS TRUE AND CORRECT**

\_\_\_\_\_

(Print or Type Name and Title of Signing Official)

(Signature of Authorized Official)

FOR PURCHASING DEPARTMENT USE ONLY				
Date Received	Commodity Specialist	Date Entered	Vendor Number	Key Operator

Signature of Authorized Official \_\_\_\_\_

**PEEL DISTRICT SCHOOL BOARD****COMMODITY/SERVICE CLASS LIST**

Please list all of the Commodity Classes you wish to be considered for onto the back of the attached Bidder's Application

- CLASS 010  
**ACOUSTICAL TILE, INSULATING MATERIALS, AND SUPPLIES**  
01 Acoustical Tile & Accessories: Supply  
02 Acoustical Tile & Accessories: Installation  
05 Acoustical Tile & Accessories: Cleaning  
11 Acoustical Tile & Insulation, adhesives & cements  
53 Fiberglass: Batts, Blankets and Rolls  
78 Pipe and Tubing Installation, All Types, Supply  
84 Pipe & Tubing Installation, All Types, Installation & Repairs
- CLASS 015**  
**COPIERS AND POSTAL MACHINES**  
06 Addressing Machine & Supplies  
15 Chemicals and Supplies For Dry & Wet Toner  
16 Postal Machines and Scales  
17 Postal Machines & Scales Equip  
99 Equipment Service & Repair
- CLASS 025**  
**AIR COMPRESSORS, PARTS & SERVICES**  
10 Supply of Compressors  
20 Supply of Components for Compressors  
45 Compressor, Portable, Electric Motor or Engine Driven, 5HP  
99 Equipment Service & Repair
- CLASS 031**  
**AIR CONDITIONING, HEATING, PARTS & REPAIRS**  
03 Supply of Window Air Conditioners  
04 Supply of Components for Window Air Conditioners  
05 Repair Services of Window Air Conditioners  
06 Supply of Non Window Air Conditioners  
08 Supply of Components for Non Window Air Conditioners  
09 Repair Services of Non Window Air Conditioners  
10 Supply of Heating/Ventilating Equipment  
20 Supply of Components for Heating/Ventilating Equipment  
99 Repair Services of Heating/Ventilating Equipment
- CLASS 045**  
**APPLIANCES AND EQUIPMENT, HOUSEHOLDE TYPE & REPAIRS**  
06 Appliances, Small  
24 Dishwashers  
48 Ironing Tables (Ironing Boards)  
49 Ironing Table (Board) Pads and Covers  
52 Ovens, Microwave  
54 Ranges, Stove Tops, and Ovens  
66 Refrigerators and Freezers  
75 Trash Compactors  
99 EQUIPMENT SERVICE & REPAIRS
- CLASS 050**  
**ART EQUIPMENT AND SUPPLIES:**  
10 Supply of Art/Artist Products
- CLASS 055**  
**AUTOMOTIVE & TRUCK PURCHASES, PARTS & REPAIRS**  
02 Supply of Automotive Parts (All types including tires)  
05 Supply of New/Used Vehicles Light Duty (under 5 ton)  
08 Supply of New/Used Vehicles Heavy Duty (over 5 ton)  
15 Repair Services for Vehicles (all types)  
30 Rust Proofing of Vehicles
- 34 Mobile Wash
- CLASS 075**  
**AUTO HOIST PARTS & SERVICES:**  
01 Supply of Auto Hoist Systems  
03 Repair Service for Auto Hoist Systems  
20 Testing of Auto Hoist Systems
- CLASS 080**  
**BADGES, EMBLEMS, NAME TAGS, PLATES, JEWELRY, ETC.**  
10 Badges Buttons, Emblems, & I.D. Cards, Etc.  
25 Card Holders  
35 Convention Badges and Name Tags  
50 Nameplates  
57 Ribbons and Rosettes (Awards)  
60 School Jewelry
- CLASS 090**  
**ABRASIVES**  
14 Supply of Abrasives (Sand Paper, Belts, Compounds, Etc.)  
21 Sandblasting Services
- CLASS 105**  
**BEARINGS & BELTS**  
12 Supply of Bearings (All Types)  
99 Repairs to Bearings, Keeways, etc.
- CLASS 110**  
**ELEVATOR & DUMBWAITER:**  
09 Supply of New Elevator & Dumbwaiters  
18 Testing & Inspection Services for Elevator & Dumbwaiters  
99 Repair Services to Elevator & Dumbwaiters
- CLASS 125**  
**BOOKBINDING SERVICES & SUPPLIES**  
05 Bookbinding Services  
15 Bindings
- CLASS 135**  
**BRICKS & STONE PRODUCTS:**  
08 Brick, Common  
12 Cement (Mortar)  
26 Firebrick  
64 Tile, Floor and Wall, Ceramic, Glazed, Unglazed, supply  
66 Tile, Floor and Wall, Ceramic, Glazed, Unglazed, installation  
70 Masonry Repairs, All Types
- CLASS 150**  
**BUILDER'S SUPPLIES**  
02 Adhesives and Bonding Agents  
12 Cement and Plaster Mixes  
13 Chimney Installation, Repairs & Maintenance  
20 Door Openers, Parts, Electric  
21 Doors, Aluminum and Glass, All Types  
23 Doors, Frames & Jams, All Types  
28 Down Pipes, Eaves, Troughs, Guttering & Accessories  
30 Folding Doors, Supply, Commercial Type  
31 Folding Door Repair (Gym Doors, Commercial Types)  
32 Handrails - Wood, Metal  
41 Lathing and Plastering  
42 Lath, Metal  
43 Lath Wood  
44 Millwork, Counters, Custom Made Cabinets, Shelves, etc.  
49 Overhead Doors Supply  
55 Overhead Doors Repairs  
56 Painting  
57 Remodeling, Alterations, Renovations, Carpentry  
90 Weather Stripping, All Types
- 91 Weather and Waterproofing  
92 Windows and Frames, Aluminum  
93 Window and Door Installation & Repair  
**CLASS 155**  
**BUILDINGS, FABRICATED:**  
10 Buildings, Large, Prefabricate  
12 Buildings, Large, Prefabricate  
24 Greenhouses & Equipment  
70 Portable Toilets  
78 Storage Sheds, Insulated/Non-I  
79 Shelters, Non-Insulated  
80 Repairs to Prefabricated Build
- CLASS 165**  
**CAFETERIA & KITCHEN EQUIPMENT, COMMERCIAL**  
02 Food Equipment: Ovens, Mixers, Fryers, Bulk Dispensers, Dishwashers, Ranges, Sinks, Toasters, Coffee makers, Slicers, Cabinets, Counters, Stands, Tables, Carts, Menu Boards, Racks, Shelving, Etc.  
10 Smallwares: Dishes, Trays, Flatware, Utensils, Glassware, Dispensers, Thermometers, Cutting Boards, Storage Containers, Can Openers, Etc.  
99 Equipment Service & Repairs
- CLASS 195**  
**CLOCKS, TIMERS**  
16 Clock and Watchmakers' Repair, Parts & Materials  
18 Clocks, Game (Sports)  
40 Master Clock Systems and Parts  
50 Program Clocks, Bells  
68 Time Clocks and Recorders, Accessories & Parts  
80 Wall Clocks, Battery  
83 Wall Clocks, Electric
- CLASS 200**  
**UNIFORMS CLOTHING, FOOTWEAR**  
21 Crests, Cresting & Embroidery  
72 Men's & Women's Shirts, Blouses, Blazers, Pants, Parkas, Ties, Sweaters, Shoes, Boots, Snowpants, Hats, Coveralls, Footwear, Etc.
- CLASS 205**  
**COMPUTERS, HARDWARE & SOFTWARE**  
11 Complete Systems: PCs, File Servers, Notebooks, Mainframe  
32 Hardware: CPU's, Monitors, Keyboards, Peripherals, Drives, Modems, Power Supplies, CD-ROM, Bar Code Readers, Boards, Chips, Network Cards, Cases, Cables, Mouse, Etc.  
47 Printers, Plotters, Scanners  
56 Software: Prepackaged on Disks or CD, including Upgrades and License Packs.  
81 Supplies Including: Cables, Disks, Tapes, Antiglare Screens, Printer Ribbons, Toner Cartridges (new & reconditioned)  
99 Equipment Service & Repair
- CLASS 210**  
**CONCRETE FORMS:**  
10 Supply of Curbstone, Parking Lot Forms  
11 Supply of Pipe, Culverts & Fittings  
12 Installation/Service of Curbstone, Pipe, Culverts, Etc.  
30 Supply of Septic Tanks  
35 Supply of Grease Traps  
80 Service/Installation/Cleaning of Grease Traps
- CLASS 225**

**PEEL DISTRICT SCHOOL BOARD****COMMODITY/SERVICE CLASS LIST**

Please list all of the Commodity Classes you wish to be considered for onto the back of the attached Bidder's Application

**COOLERS, DRINKING WATER**

- 30 Coolers, Electric
- 50 Bulk Water Supply

**CLASS 232****CRAFTS & SEWING MACHINES AND SUPPLIES**

- 06 Kilns and Furnaces (For Ceramic & Enameling) & Accessories
- 17 Embroidery Supplies
- 36 Patterns, Sewing
- 39 Sewing Supplies: Miscellaneous
- 76 Sewing Machines and Accessories
- 90 Sewing Machine Repairs
- 92 Kiln Repairs

**CLASS 250****DATA PROCESSING & TESTING MATE**

- 80 Tests, Answer Sheets, Scoring

**CLASS 265****DRAPERIES AND UPHOLSTERY:**

- 01 Drapery Repairs
- 10 Draperies, Curtains, Installed
- 20 Draperies, Curtains, Supplies
- 44 Upholstery Supplies, Fabric, F
- 45 Reflective Film (solar type su
- 46 Venetian Blinds, all types
- 47 Vertical Blinds, all types
- 48 Roller Window Shades
- 49 Repair Parts for blinds, Shade
- 50 Repair of Blinds, Shades

**CLASS 280****ELECTRICAL EQUIPMENT & SUPPLIES & SERVICES**

- 08 Supply of Electrical Components (All items except specifically listed)
- 16 Supply of Light Bulbs
- 24 Supply of Equipment Bulbs (i.e. overhead projectors)
- 28 Supply of Wire & Cables
- 30 General Electrical Service/Maintenance/Inspection
- 40 Specialty Electrical Service/Maintenance/Inspection Including Bucket Truck Work
- 50 Specialty Electrical Service/Maintenance/Inspection Including Emergency Lighting
- 58 Specialty Electrical Service/Maintenance/Inspection Including Pumps
- 65 Specialty Electrical Service/Maintenance/Inspection Including Motors/Generators
- 99 Electrical Contractor Services

**CLASS 310****ENVELOPES:**

- 24 Supply of Envelopes - Non-Printed
- 30 Supply of Envelopes - Printed

**CLASS 320****FASTENERS & STRAPPING SUPPLIES**

- 10 Supply of Fasteners - All Types
- 20 Supply of Strapping

**CLASS 330****FENCING:**

- 18 Chain Link Fencing & Fittings
- 37 Metal Slat Fencing and Gates
- 49 Wood Fencing & Gates All Types
- 95 Parts All Type of Fencing

**CLASS 340****FIRE PROTECTION EQUIPMENT, SUPPLIES & SERVICE**

- 16 Supply of Fire Protection Equipment

- 18 Recharging of Fire Protection Equipment
- 20 Service/Testing of Fire Protection Equipment

**CLASS 345****FIRST AID & SAFETY EQUIPMENT & SUPPLIES**

- 25 Wheelchairs, Wheelchair Lifting Devices, Rehabilitation Equipment, Physical therapy Equipment, Furniture for Special Needs
- 26 Hearing Aids, Listening Assisting Devices, Communications Systems (for Speech & Hearing Impaired), Reading Assisting Devices
- 32 Bandages, Dressings, Gauze, Blankets, Stretchers, First Aid Kits, Splints, Tourniquets, Thermometers, Gasoline Safety Cans, Safety Gloves
- 57 First Aid & Safety Training Services, Consulting
- 64 Head, Ear, Eye and Face Protection, Safety Clothing
- 99 Equipment Service & Repair

**CLASS 350****FLAGS, POLES, BANNERS & ACCESSORIES**

- 35 Supply of Flags, Poles, Banners & Accessories

**CLASS 360****FLOOR COVERING, INSTALLATION &**

- 01 Carpet Cleaning
- 07 Base, Resilient (Cove and Straight)
- 10 Carpets, Installed
- 15 Carpets & Rugs, Not Installed
- 22 Installation Supplies For Cove Coverings: adhesive edge strip, seam tape, tack strip, etc.
- 28 Non-slip Floor Coverings: Mats, rolls, strips, etc.
- 56 Sheet Goods Installed
- 65 Stair Treads, All Types, Supply
- 76 Tile, Ceramic, Supply
- 77 Tile, Ceramic, Installed
- 81 Tile, Parquet, Supply
- 83 Tile, Parquet, Installed
- 85 Tile, Vinyl, Supply
- 86 Tile, Vinyl, Installed
- 89 Repairs to Miscellaneous Floor Coverings

**CLASS 405****FUEL, OIL, GREASE AND LUBRICANTS**

- 07 Supply of Fuel - Gasoline & Fuel Oil
- 36 Supply of Oil, Grease & Lubricants
- 38 Supply/Repair/Removal of Fuel/Oil Tanks

**CLASS 420****FURNITURE, NON-OFFICE, CLASSROOM**

- 04 Auditorium, Stadium, Team Seating Furniture & Portable Bleachers
- 08 Cafeteria Furniture, Chairs and Tables
- 10 Blackboards & Chalkboards
- 11 Bulletin Boards: Changeable Letter, Cork, Magnetic, Peg, etc.
- 12 Display Cabinets, Cases, Files, Racks, Stands, etc.
- 13 Displays, educational: Kits, Models, Plaques, etc.
- 14 Easels: lecturers, Sketching, Teachers, Classroom
- 15 Lecterns & Speakers' Stands
- 16 Number Boards & Directory Boards
- 56 Library Furniture: Book Trucks, Card Cabinets, Carrels, Book Returns, Dictionary Stands, Shelving
- 59 Library, Circulation Desks
- 65 Lounge, Staffroom Furniture
- 66 Mailroom Furniture: Bins, Boxes, Carts,

Consoles, Mail Systems, Sorters, Tables, etc.

- 74 Mirrors, Safety and Security (for blind corners), convex hemispherical
- 80 Schoolroom Furniture, Chairs & Desks
- 84 Showcases Trophy Cases & Exhibit Cases
- 88 Work Benches, Shop Desks & Tables
- 92 Repair Parts for Classroom Furniture, Chair Glides, Seats, Frames, Table Tops, Frames, Etc.
- 94 Repairs to Classroom Furniture, Desks, Chairs

**CLASS 425****FURNITURE, OFFICE:**

- 03 Bookcases & Bookshelves, Metal & Wood
- 06 Office Seating, Task, Executive, Side Chairs)
- 11 Counter, Work
- 20 Desks & Tables, Credenzas
- 30 Drafting Chairs & Stools, Tables
- 40 Filing Cabinets
- 50 Key Storage Cabinets
- 53 Lockers & Storage Metal
- 56 Partitions, Free Standing, All types
- 62 Racks, Metal, Stationary & Mobile for Coats & hats
- 74 Safes & Vault Doors
- 77 Safety Step Stepladders (for office use)
- 80 Shelving, Metal Storage
- 89 Work Stations, Modular, Systems Furniture
- 94 Re-Upholstery of Furniture, Chairs, Sofas, Etc.
- 99 Equipment Service & Repair

**CLASS 440****GLASS AND GLAZING SUPPLIES:**

- 21 Glass Cutting Machines, Tables, Supplies
- 42 Tempered Glass
- 56 Clear Float Glass
- 58 Plexiglass
- 63 Safety Glass, Laminated
- 77 Mirror Glass)
- 84 Wire Glass
- 85 Glazing Service & Repairs

**CLASS 445****HAND TOOLS (POWERED & NON-POWERED), ACCESSORIES & SUPPLIES**

- 06 Bits, Dies, Drivers, Reamers, Taps, Etc. (for hand tools, powered & non-powered)
- 09 Blades: Handsaw, circular, reciprocating, for powered & non-powered
- 12 Caulking guns, putty knives, scrapers, etc.
- 15 Chisels, Planes, etc.
- 18 Clamps: All types
- 19 Controlling & Recording Instruments, Supply/Inspection/Repair
- 21 Cutters & Knives
- 26 Drills, hand, Portable & Non-Powered
- 27 Fastening Tools: Staples, Tackers, etc.
- 32 Files, Rasps
- 35 Gauges: Feeler, Sheet Metal, Spark Plugs, Wire Size, etc.
- 38 Hammers, mallets, Pry Bars, Etc.
- 46 Levels: Chalk Lines, etc.
- 47 Miter Boxes
- 49 Punches, Etchers, Marking Tools, Nail Sets, etc.
- 58 Saws (non-powered): Hack, Keyhole, Pruning, etc.
- 59 Saws, hand, Portable (Powered)
- 64 Screwdrivers, all types
- 73 Soldering coppers, guns, irons, etc.
- 79 Tool Boxes, Cabinets, Chests
- 82 Tool Sets, All types

**PEEL DISTRICT SCHOOL BOARD****COMMODITY/SERVICE CLASS LIST**

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- 85 Trowels, all types
- 87 Upholstery Tools
- 88 Vises, Wrenches, Snips - metal, Pliers
- 92 Repairs to small tools

**CLASS 450****HARDWARE & RELATED ITEMS**

- 02 Adhesives, Rubber, Silicone, Glue, Glue Guns, Gum Paste
- 06 Batteries, Dry Cell
- 08 Bins, Cabinets, Mobile Bins, Shelves (metal or wood, not office)
- 14 Cabinets, safety (for flammable liquids) etc.
- 15 Camping & Outdoor Equipment, Camp Stoves, Cots, Lanterns, Sleeping Bags, Tents
- 16 Carpet & Furniture Casters, Glides
- 18 Cords & Ropes
- 26 Door Closers, Hangers, Holders, Overhead & Sliding Door Hardware, Thresholds, etc.
- 28 Repairs to Overhead Doors
- 30 Electric Fence Controllers & Accessories
- 32 Flashlights & Lanterns, Battery Type
- 33 Funnels, all types
- 36 Hinges, Hasps, Hooks, Knobs, Latches, pulls, Shelf Brackets, etc.
- 44 Ice Chests, Portable
- 48 Ladders, all types
- 55 Locks, Key Blanks, Locksmith tools
- 56 Locksmith Services
- 57 Mailboxes & Supports
- 58 Nails, Tacks, Staples, all types
- 65 Refuse Containers and Holders
- 70 Sash & Window Hardware
- 72 Scaffolding Sectional
- 91 Miscellaneous Hardware items

**CLASS 485****JANITORIAL/CUSTODIAL SUPPLIES & SERVICES**

- 11 Supply of Cleaners - Chemical Type Items
- 12 Supply of Ice Melter Chemical
- 13 Supply of Miscellaneous Interior Janitorial Equipment (Mops, Buckets, Brooms Rags, Garbage Containers, etc.)
- 22 Supply of Interior Equipment (Floor machines, Vacuums, etc.)
- 24 Supply of Moving Equipment (Hand Carts, Maids Carts, etc.)
- 25 Repair Service for equipment listed above)
- 40 Contract Cleaning Services

**CLASS 490****SCIENCE EQUIPMENT & SUPPLIES**

- 31 Biology Equipment including: Microscopes, Slides, Botany Specimens, Charts for Anatomical & Life Sciences, Aquariums, Dissecting Instruments, Skeletons, Chemicals
- 74 Physics Equipment Including: Measurement & Testing Instruments, Scales
- 90 Equipment Including: Glassware, Burners, Thermometers, Stirrers, Stoppers, Supplies, Apparatus, Aprons, Gloves, Cabinets, Storage Cases
- 99 Equipment Service & Repairs

**CLASS 515****LAWN CARE/GROUNDS KEEPING EQUIPMENT & SERVICES**

- 05 Supply of Misc. Lawn Care Equipment (sprinklers, rakes, hoes, etc.)
- 07 Supply of Groundskeeping Equipment (Mowers, weed eaters, snow blowers, etc.)
- 10 Repair Service for equipment listed above
- 11 Supply of Fertilizers

- 12 Service to Apply Fertilizers
- 13 Supply of Soil Conditioners
- 14 Service to Apply Soil Conditioners
- 15 Grass Cutting Services
- 18 Running Track Maintenance
- 20 Parking Lot Sweeping Services
- 30 Landscape Services - Sodding Planting (internal or external)
- 35 Landscape Services - Tree trimming/pruning

**CLASS 525****LIBRARY SUPPLIES & SERVICES:**

- 05 Cataloguing Services
- 10 Magazine /Newspaper Subscriptions
- 20 Book Cards, Date Slips, Pockets, Protectors, etc.
- 80 Library Supplies (not otherwise specified)

**CLASS 540****LUMBER & RELATED PRODUCTS:**

- 59 Supply of Lumber & Related Products

**CLASS 545****MACHINERY & HEAVY HARDWARE**

- 02 Bits, Dies, Reamers, Taps, Blades for Stationary Machines
- 45 Metal & Woodworking Machines & Power Tools Including: CNC, Saws, Impact Tools, Lathes, Jacks, Grinders, Milling Machines, Planers, Routers, Lifts, Platforms, Chain Hoists
- 99 Equipment Service & Repairs

**CLASS 550****MARKERS, PLAQUES, SIGNS & TRAFFIC CONTROL DEVICES**

- 30 Supply of Markers & Plaques
- 58 Supply of Signs - Non-Electric
- 71 Supply of Signs - Electric
- 78 Supply of Traffic Control Devices
- 99 Installation of Signs

**CLASS 556****TRANSPORTATION SERVICE**

- 10 Taxi Service
- 15 Bussing Service for School Outings (i.e. sporting events)
- 20 Bussing Service for Transporting Students to and from School
- 30 Courier Services
- 40 Moving Supplies & Equipment

**CLASS 570****METALS, STRUCTURAL SHAPES**

- 03 Supply of Metals - All Types & Shapes

**CLASS 575****MICROFICHE AND MICROFILM**

- 47 Microfiche & Microfilm Cameras, Readers, Printers & Process Chemicals & Supplies
- 99 Equipment Service & Repairs

**CLASS 580****MUSICAL INSTRUMENTS, ACCESSORIES AND SUPPLIES**

- 03 Amplified Instruments (Guitars, etc.) and Amplifiers
- 05 Band and Coral Risers
- 10 Band Instruments and Accessories
- 15 Band Room Equipment: Music Cabinets, Stands, etc.
- 25 Electronic Musical Instruments: Electronic Pianos, Synthesizers, Visualizes, etc.
- 35 Music, Sheet and Folio
- 40 Musical Instrument Repairs
- 45 Musical Supplies: Recorders, Reeds, etc.
- 60 Pianos, Accessories ,and Tuning

- Instruments
- 80 Stringed Instruments
- 85 Piano Tuning

**CLASS 600****OFFICE MACHINES, EQUIPMENT, & ACCESSORIES**

- 15 Calculators, electronic
- 30 Cash registers, & Cash drawers
- 33 Change makers, coin counters, money handling machines, etc.
- 36 Cheque machines, protection, signing, writing, etc.
- 38 Copiers, all types
- 52 Dictating machines
- 54 Dictating machine, accessories & supplies
- 66 Label Dispensing Machines & Accessories (for continuous form labels)
- 68 Letter Openers, electric
- 71 Mailing Machines
- 74 Perforating, Validating Machines, Folding/Inserting Machines
- 77 Postage meters & supplies
- 87 Typewriters, all types, accessories and parts
- 95 Repairs to typewriters, business machines

**CLASS 620****OFFICE SUPPLIES:**

- 10 Supply of Office Supplies - all Types (Note: equip. such as computers, typewriters are listed separately)

**CLASS 630****PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER & RELATED PROD.**

- 06 Caulking Compounds, Bulk or Cartridge type
- 09 Coatings, masonry (for brick, block, concrete)
- 23 Fillers & Sealers, Wallboard, Metal, Wood, etc.
- 28 Fire-Retardant & Heat Resistance Coatings
- 33 Lacquer & Shellac, Clear & Coloured
- 57 Paints (not itemized herein)
- 58 Paints, Outdoor sports court
- 60 Paints, Swimming Pool
- 66 Paints, Traffic
- 75 Putty, Glazing (metal, wood sash)
- 81 Rollers, Tray, Accessories
- 90 Thinners (reducers) for paint
- 93 Wall Coverings, Wallpaper pastes etc.
- 97 Painting Services

**CLASS 645****PAPER - OFFICE & PRINT SHOP**

- 24 Paper, Carbonless
- 36 Paper fine, all grades, sizes, types and weights
- 60 Paper, tabulating stock, cut & uncut
- 65 Paper, fax

**CLASS 650****PARK, PLAYGROUND & SWIMMING POOL EQUIPMENT**

- 10 Supply & Install Bicycle Racks
- 12 Supply & Repair of Park, Playground Equipment
- 66 Supply & Repair of Swimming Pool Equipment

**CLASS 655****PHOTOGRAPHIC EQUIPMENT & SUPPLIES (excluding Microfilm & X-Ray)**

- 15 Supplies, Film, Gadget Bags, Filters, Flashes, Studio Lighting, Tripods

**PEEL DISTRICT SCHOOL BOARD****COMMODITY/SERVICE CLASS LIST**

Please list all of the Commodity Classes you wish to be considered for onto the back of the attached Bidder's Application

- 30 Cameras: Still, Movie, Digital  
 55 Darkroom Equipment & Supplies, Enlargers, Developing Equipment, Papers, Chemicals

- 75 Photographic Print & Slide Processing & Duplicating  
 99 Equipment Service & Repairs

**CLASS 670  
 PLUMBING SUPPLY & SERVICES**

- 02 Supply of Plumbing items - All types  
 04 Repair Services - Plumbing  
 10 Septic Tank Pumping Services  
 15 Gas Line Inspection, Repair & Installation  
 20 Supply of Sprinkler Systems & Accessories  
 25 Inspection / Repair of Sprinkler Systems  
 99 Plumbing-Repair Services

**CLASS 700  
 PRINTING EQUIPMENT AND SUPPLIES  
 (except paper)**

- 62 Paper Cutters & Equipment  
 71 Shredders  
 74 Punching and Binding Machines/Comb. Type/Electric & Manual  
 80 Printing Plant Equipment and Supplies  
 99 Equipment Service & Repair

**CLASS 715  
 PUBLICATIONS & AUDIOVISUAL  
 MATERIALS (PRE-PRINTED)**

- 10 Library Books  
 20 Textbooks  
 30 Filmstrips, Slides, Transparencies, Etc.  
 40 Microfilm, Microfiche, Etc.  
 90 Video Cassettes, Disks, Tapes Etc. For Computer & T.V. Pre-Recorded

**CLASS 725  
 TELECOMMUNICATIONS EQUIPMENT  
 & ACCESSORIES**

- 21 Facsimile Machines  
 23 Cabling: Voice & Data  
 55 Network Equipment: Routers, Transceivers  
 56 Telephone Systems & Equipment, Paging Systems, Pages, Two Way Radios, Cellular Phones, Answering Machines, Intercom Systems  
 84 Telephone Services: Cellular, Long distance, Local  
 99 Equipment Service & Repairs

**CLASS 740  
 REFRIGERATION EQUIPMENT &  
 ACCESSORIES**

- 05 Ammonia  
 17 Compressors  
 20 Compressor repair parts  
 24 Condensing units  
 63 Refrigeration Units (for vaults and walk in coolers) complete and self contained  
 66 Refrigerators and Freezers, Commercial  
 70 Vending Machines, refrigerated  
 99 Equipment Service & Repair

**CLASS 760  
 ROAD, HIGHWAY, AND HEAVY EQUIP**

- 03 Supply of Heavy Equipment (Back Hoes, Loaders, etc.)  
 06 Repair Service to Heavy Equipment  
 10 Services to Provide Heavy Equipment Work (Excluding grass cutting & snow plow)

**CLASS 770  
 ROOFING MATERIAL SUPPLY &  
 SERVICES**

- 06 Supply of Materials for Roofing

- 09 Repair Services to Existing Roofing  
 20 Replacement of Existing Roof(s)

**CLASS 785  
 SCHOOL EQUIPMENT AND SUPPLIES:**

- 05 Atlases, charts, globes & maps  
 30 Chalk, crayons, erasable markers, water colors, etc.  
 45 Drawing Supplies, School room, Coloured Pencils, Compasses, Construction Paper, Drawing Paper, Protractors, etc.  
 50 Educational games (except electronic), play equipment & Toys  
 53 Electronic Games  
 57 Erasers & cleaners, chalkboard  
 70 Instructional Aids: Courses, Lesson Plans (pre-planned), Programs

- 76 Paper items, Classroom: Composition Books, Scrapbooks, Examination Booklets, Notebook filler, tablets  
 99 Equipment Service & Repair

**CLASS 805  
 SPORTING & ATHLETIC GOODS**

- 09 Archery Equipment  
 12 Athletic Apparel: Award Jackets, Jerseys, Shoes, Etc.  
 15 Athletic Awards (not service type see class 080), Medals, Plaques, Trophies, etc.  
 17 Athletic Field Markers & Supplies  
 21 Badminton Equipment  
 22 Balls (not otherwise specified)  
 24 Baseball equipment  
 30 Basketball Equipment (Excluding backboards & backstops)  
 36 Basketball Backboard & Backstops (Supply & Installation)  
 48 Football Equipment  
 51 Games: Croquet, Dart Boards, Horseshoes, Shuffle Boards, Table Tennis, etc.  
 54 Golfing Equipment  
 57 Gymnasium apparatus & Equipment: Bicycle trainers, Climbing Ropes, etc.  
 60 Gymnasium Mats, Covers, Hangers & Trucks  
 61 Hockey Equipment, Ice & Field  
 62 Physical Education Equipment, Adaptive: Mobile Mats, Wedges, Stimulation Boards  
 63 Scoreboards, Sports  
 64 Skating Rink Equipment & Accessories, Ice & Roller  
 65 Ski Equipment & Accessories  
 66 Soccer Equipment  
 72 Squash, Handball & Racquet Ball Equipment  
 75 Swimming Equipment  
 78 Tennis Equipment  
 81 Track Equipment  
 84 Trainers' Supplies  
 87 Trampolines, Beds, Cables, Frame Pads, Etc.  
 88 Trap Shooting Equipment  
 90 Volleyball Equipment  
 91 Sporting Equipment Miscellaneous  
 99 Equipment Service & Repairs

**CLASS 840  
 AUDIO/VIDEO EQUIPMENT &  
 ACCESSORIES**

- 05 Music Systems (Stereos), Amplifiers, Sound Mixers, Tuners, Recording Equipment, Cassette Tape Recorders, Listening Stations, Audio Tapes, Speakers, Record Players, CD Players, Microphones, Karaoke, Headphones,

- Supplies & Accessories  
 09 Portable Public Address Systems, Theater Sound Systems  
 13 Language Masters  
 17 Radios, Radio/Cassette/CD Boom Box Combinations  
 60 Televisions, Television/Video Cassette Players/Recorders, Laser Disc Players, Antennas, Satellite Receivers  
 82 Video Cameras & Accessories (Including Batteries), Video Cassette Recorders, Video Tape, Editing Systems  
 84 Video Surveillance Systems  
 85 Machines, Laminating Film  
 86 Laminating Equipment Service &  
 99 Equipment Service & Repairs

**CLASS 855  
 THEATRICAL EQUIPMENT & SUPPLIES  
 (EXCLUDING LAMPS)**

- 15 Costumes, Makeup, Scenery, Props & Accessories  
 44 Lighting Systems & Controls, Rigging  
 99 Equipment Service & Repairs

**CLASS 880  
 VISUAL EDUCATION EQUIPMENT &  
 SUPPLIES (Except Projection Lamps)**

- 43 Projection Screens  
 46 Projection Stands, Tables, Cabinets & Accessories  
 57 Projectors: Motion, Overhead, Opaque, Slide, Filmstrip, Liquid Crystal, Video Projectors  
 99 Equipment Service & Repairs

**CLASS 895  
 WELDING EQUIPMENT & SUPPLIES**

- 01 Gas Cylinder Rentals  
 10 Arc, Spot, Gas, Electric Welding Equipment  
 50 Science & Welding Gases Including: Acetylene, Argon, Carbon Dioxide, Oxygen  
 70 Electrodes, Flux, Wire & Rods, Cutting Tips, Hammers, Hose, Lighters, Tip Cleaners, Gas Regulators, Gauges, Fittings, Parts  
 94 Gloves, Goggles, Helmets, Face Shields, Protective Clothing, Partitions  
 99 Equipment Service & Repairs

**CLASS 906  
 ARCHITECT - ENGINEER & OTHER  
 PROFESSIONAL SERVICES**

- 07 Architect Services,  
 10 Buildings  
 25 Draftsman Services  
 26 Electronics/Energy  
 29 Engineer Services  
 38 General Construction  
 76 Safety Engineering, Accident Studies, OSHA Studies  
 92 Utilities (Gas, Steam, Electric)

**CLASS 912  
 WASTE REMOVAL:**

- 01 Garbage/Trash Removal, Hazardous Waste Removal, Recycling  
 02 Shredding

**CLASS 913  
 ASBESTOS REMOVAL**

- 01 Consulting, Surveying & Assessment  
 02 Abatement, Removal & Containment

**CLASS 916  
 BUILDING CLEANING EXTERIOR,  
 INTERIOR (HIGH PRESSURE  
 CLEANING) GRAFFITI REMOVAL**

**PEEL DISTRICT SCHOOL BOARD****COMMODITY/SERVICE CLASS LIST**

Please list all of the Commodity Classes you wish to be considered for onto the back of the attached Bidder's Application

- 01 Building Cleaning, interior - high pressure, mechanical areas etc.  
03 Graffiti removal

**CLASS 924****EDUCATIONAL SERVICES:**

- 10 Consulting  
90 Drivers Education

**CLASS 946****FINANCIAL SERVICES**

- 15 Appraisal Services - Real Estate  
16 Appraisal Services (Not Real Estate)  
20 Auditing  
25 Banking Services  
35 Credit Card, Charge Card Services  
54 Installment Purchase/Lease Purchase  
Financing & Lease with option to Purchase Financing

**CLASS 961****MISCELLANEOUS PROFESSIONAL SERVICES**

- 15 Concessions, Catering, Vending: Mobile & Stationary  
17 Construction Management  
50 Legal Services  
60 Insurance & Risk Management  
72 Records Management & Disposal  
86 Travel  
88 Warehousing & Storage Services

**CLASS 966****PRINTING, PUBLISHING, SILK SCREENING****PRODUCTION/TYPESSETTING**

- 05 Printing, General (sized up to 17" x 22")  
12 Printing, General (sized 17" x 22" + over)  
50 Printing: Books, Catalogues, Magazines, Pamphlets, etc. (Including Colour Process)  
75 Printing: Special Tags, continuous, Gang or Single  
85 Silk Screen Printing  
90 Typesetting, Desktop Publishing &

Negative Film c/s Colour Separation

**CLASS 968****SNOW & ICE SERVICES:**

- 72 Snow Plowing Services  
73 Snow Removal Services  
75 Sanding/Salting Services

**CLASS 971****REAL PROPERTY RENTAL OR LEASE:**

- 05 Booth, Convention/Exhibit, Rental  
08 Building, Fabricated, Rental or Lease  
35 Land, Rental or Lease  
45 Office Space  
60 Property Management Services  
63 Real Estate Services  
65 Room Rental For Conferences, Seminars, Etc.  
70 Storage Space Rental

**CLASS 988****PAVING SUPPLIES & SERVICES**

- 03 Supply of Goods for Paving  
05 Paving Services and Repairs  
14 Supply of Crushed Stone  
15 Supply of Sand (Include. jumping pit sand)  
68 Pavement Marking Service

**CLASS 990****SECURITY, FIRE SAFETY & EMERGENCY SERVICES**

- 05 Supply of Security Devices  
10 Security Services, (Alarm monitoring, Guard, etc.)  
22 Fire Alarm Supply  
25 Fire Alarm Testing & Repair  
32 Cooking Equipment Fire Protection  
37 Emergency Services  
42 Library Security Supplies  
46 Library Security equipment  
99 Equipment Service & Repair

**CLASS 998****SALE OF SURPLUS & OBSOLETE ITEMS**

- 09 Automobiles, Parts & Equipment  
16 Buildings & Houses  
30 Bakery Equipment  
32 Communication Equipment  
35 Electrical Supplies  
37 Computers  
45 Hardware  
50 Highway Equipment  
52 Laundry Equipment  
53 Laboratory Equipment  
54 Lumber  
57 Machinery  
60 Metal, Scrap  
68 Sporting Equipment  
75 Office Furniture & Equipment  
76 Office Machines  
80 Paper, Scrap  
90 Classroom Furniture  
99 Equipment Service & Repair



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www.peelschools.org

### DIRECT DEPOSIT

All vendors for the Peel District School Board are required to be on direct deposit in order to receive payment from the Board.

Please attach a void cheque to this letter and return or FAX to the attention of Susan Fraschini, Supervisor of Accounting, so that your organization can be set up for direct deposit.

**Please forward any changes to your banking information, as soon as the change is made, to ensure payments are made to the correct account.**

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_

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

### **PLEASE ATTACH A VOID CHEQUE**

Unless otherwise agreed upon, vendor terms will continue to be 2%-10days/net 45 or net 45 days

If you wish to take advantage of the early payment option please sign below so that the information can be entered into our system. A deposit advice will be mailed out for each payment.

We wish to take advantage of the early payment option and offer 2% for prompt payment.

Signed: \_\_\_\_\_

#### **Trustees**

Janet McDougald, Chair  
Ruth Thompson, Vice-Chair  
Valerie Arnold-Judge  
Beryl Ford  
David Green  
Steve Kavanagh

Brad MacDonald  
Suzanne Nurse  
Don Stephens  
Allison Van Wagner  
Jeff White  
Rick Williams

#### **Director of Education and Secretary**

Jim Grieve

#### **Associate Director, Instructional Support Services**

Judith Nyman

#### **Associate Director, Operational Support Services**

Wayne McNally