



SHARED PURCHASING SERVICES
Standardized Terms and Conditions
 Bluewater District School Board
 Bruce-Grey Catholic District School Board



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The Board's Standardized Terms and Conditions apply to the supply and delivery of goods and/or services, as applicable.

Bidders are requested to consider the appropriate application of these terms and conditions as they apply to each individual commodity they are quoting on, whether for goods or services.

2. DEFINITIONS

- a) The "Bidder" means any person(s) and/or any company and its employees submitting a response to request for quotation, proposal or quote.
- b) The "Board" means the Bruce-Grey Catholic District School Board, Bluewater District School Board, and/or the Shared Purchasing Services Consortium of Grey-Bruce
- c) The "SPSCGB" means the Shared Purchasing Services Grey-Bruce or the Shared Purchasing Services Consortium of Grey-Bruce, representing both Boards; Bluewater DSB and Bruce Grey Catholic DSB

3. GENERAL

- a) This is not an order. A formal Purchase Order (P.O.) shall be issued separately by the Board should any bidder submission/proposal (bid) be chosen as a successful response to a Board request for Tenders, Proposals, or Quotations (bid request).
- b) All terms and conditions given herein, and any additional terms and conditions provided with a specific formal P.O. and/or detailed Contract shall, as applicable, become the terms and conditions of Board orders.
- c) No order will be recognized unless issued on an official School Board Purchase Order form with P.O. # and signature of the Manager/Supervisor of Purchasing or designate.

4. AUTHORITY

Shared Purchasing Services Grey-Bruce has the authority to negotiate and accept the terms and conditions of and to execute this Agreement on behalf of each Board under signed authorization of the Superintendent of Business Services of each board.

The Vendor shall recognize the SPSCGB as the only authorized agent to modify or terminate this agreement on behalf of the Board(s).

5. TRADE AGREEMENTS and GOVERNING LAW

Bidders are advised that all procurements fall under the laws of the Province of Ontario and the applicable laws of Canada. In addition, Bidders should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement, Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA") or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of the bid documents.

For more information, refer to the following:



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- (a) Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- (b) Trade and Cooperation Agreement between Quebec and Ontario at <https://www.ontario.ca/document/trade-and-cooperation-agreement-between-ontario-and-quebec-0>
- and,
- (c) Comprehensive Economic and Trade Agreement at <https://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/ceta-aecg/text-texte/toc-tdm.aspx?lang=eng>

6. TENDER, PROPOSAL, AND/OR QUOTATION REQUIREMENTS

If any changes, restrictive clauses or non-conforming conditions are entered on the Boards' Official form by the bidder, either electronically or manually, or if any reference is made on said form, which changes or contravenes the Boards' conditions in any way, then, the bid shall be considered non-compliant. However, documentation stating the bidder's conditions may be enclosed with the bid and will be deemed to have no effect on the Boards' stated conditions.

All Tenders and Proposals must be submitted in sealed envelopes as requested by the Board. In certain circumstances, responses to requests for Quotations may be made by fax or email at the bidder's risk only if the specific Board request allows for this kind of response.

7. BID PRICING AND SUBMISSION

1. If a net price is not quoted, the applicable rate of discount must be shown.
2. All bid submissions/proposals shall remain open for acceptance and are irrevocable to the date requested by the Board.
3. The lowest or any bid may not necessarily be accepted.
4. Bids must be submitted to the Bruce-Grey Catholic District School Board & Bluewater District School Board in the manner indicated in the bid instructions.
5. If a hardcopy bid is requested, bids must be completed on the forms provided, as applicable/instructed. The Board reserves the right to withhold consideration of a proposal not so submitted.
6. If a hardcopy is requested, sealed bids must be submitted to the location stated in the bid instructions and clearly marked Attention: Document Co-Ordinator, Shared Purchasing Service Consortium of Grey-Bruce, with the appropriate Board Reference/ File Number for the Tender, Proposal, or Quotation.
7. **Do not** submit bids or proposals to area schools.
8. Sealed bids or proposals will only be accepted in the manner indicated in the bid instructions. This may include submission through an e-bidding site.
9. The following procedure shall govern the interpretation of price information:
 - a) When a unit price is requested the unit price shall govern,
 - b) When a total price is requested the extended and totaled price tendered shall govern,
 - c) Please revise the unit of measure if your packaging methods differ in quantity from those listed,
 - d) Any bid lacking price clarity may, at the sole Discretion of the Board, be considered non-



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compliant.

10. All prices quoted shall be in Canadian Funds and shall **include** all packaging, shipping, freight and courier charges, F.O.B. destination indicated for domestic shipments, delivery Duty Paid (DDP Incoterms 2020) for international shipments.
11. Price must include delivery and unloading to inside the building at the location indicated on the purchase order.
12. All prices must be extended fully and totaled.
13. Bids submitted as subject to fluctuation in foreign exchange **will not** be considered.
14. Bids submitted as subject to an escalation clause **will not** be considered unless clearly defined in the submission request posted by the Board.

8. CONFLICT OF INTEREST

No person, firm or corporation other than the bidder has any interest in the bidder's proposal or the subject matter thereof.

The bid is made by the bidder without any connection, knowledge, comparison of figures or arrangements with any other person or persons making a bid for the same work, and is in all respects fair and without collusion or fraud.

No member of the Board and no officer or employee of the Board or member of their households is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety otherwise, howsoever, in or in the performance of a Board contract, or in the supplies, work or business in connection with a Board contract or in any portion of the profits thereof, or in any of the monies to be derived therefore without disclosing to the Board such interest.

9. SIGNATURE

Where indicated, all bids shall be signed, in the space provided, by the bidder and the Board(s) may accept the signature as that of a person who is authorized to make a valid proposal for the bidder. An electronic signature is acceptable.

10. SALES TAX (in accordance with Federal and Provincial regulations)

The Board(s) will be requiring all of its bidders to disclose separately the applicable HST on all proposals and invoices regardless of value.

Bidders must show their GST/HST registration number on all invoices regardless of value.

11. CUSTOM DUTIES

Any Custom Duties must be identified and included, if applicable.

Where items qualify for Duty exemption, such items shall be identified by the bidder on the bid/proposal so that the Board(s) may provide the necessary certification for exemption.

12. ESTIMATED REQUIREMENTS

Quantities shown are estimated requirements of the Board(s) for the contract period shown on the appropriate Purchase Order and there is no guarantee expressed or implied regarding actual quantities to be purchased by the Board(s).



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13. SECURITY BOND REQUIREMENT

Security bonds, if applicable, may be requested to be delivered with the bid or upon Board request.

Security bonds must be in the requested amount as indicated on the attached Appendix and must be in the form of a money order or a bank draft or cheque certified by a financial institution such as a bank, trust corporation or Province of Ontario Savings Office and payable to the appropriate school board.

Failure to do so may result in the bid being considered invalid.

14. WSIB and LIABILITY INSURANCE REQUIREMENTS

Notwithstanding anything else in the Bid, any express or implied reference to the Board providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Board, whether at the time of execution of the bid or at any time during the Term, shall be void and of no legal effect.

The Vendor hereby agrees to indemnify and hold harmless the Board, its Directors, Officers, Trustees, Employees and Agents (the indemnified parties) from and against all liability, loss, costs damages and expenses (including legal, expert and consultant fees), causes of actions, actions, claims, demands, lawsuits or other proceedings (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, arising out of, or in any way connected with the negligent acts or omissions of the Vendor, its permitted subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors, under or otherwise in connection with this bid or a subsequent contract arising hereunder.

The Vendor hereby agrees to put in effect and maintain insurance for the Term of any contract awarded, at its own cost and expense, all the necessary and appropriate insurance that a prudent person in the business of the Vendor would maintain including, but not limited to, the following:

- a) Commercial General Liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence without an aggregate or such greater amount as the Board(s) may reasonably require. The policy is to include the following:
 - Indemnified Parties as Additional Insured with respect to liability arising in the course of performance of the Bidders obligations under, or otherwise in connection with the Agreement;
 - Contractual liability coverage;
 - Cross-liability coverage;
 - Employers liability and Voluntary Compensation coverage (or the Contractor shall provide a valid clearance certificate of Workplace Safety and Insurance Act coverage);
 - Product and completed operations coverage;
 - 30 day written notice of cancellation, termination or material change.
- b) Automotive liability insurance for owned, hired, and non-owned vehicles with an inclusive limit of not less than \$2,000,000 per occurrence or such greater amount as the Board(s) may require.
- c) Errors and Omission liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the bid, in the amount of not less than \$1,000,000 per claim and in the annual aggregate.



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The Vendor will provide the Board on or before the commencement of this bid, with valid Certificate of Insurance (and a renewal replacement as may be necessary), referencing this bid, confirming the above insurance requirements and stating any pertinent exclusions as applicable, contained by the policy(ies). If the Vendor proposes using a sub-contractor to complete any or all work on Board property, the Vendor shall provide the Board with proof of the coverage listed above for the sub-contractor. All sub-contractor work must have prior written consent by the Board.

15. ENVIRONMENTAL EFFECT OF PRODUCT(S)

Bidder must advise the Board of any environmental effect of any goods/services quoted on, as applicable, whether indoors or outdoors. All toxic or explosive shipments must be clearly identified. The Ontario Occupational Health & Safety Act, Workplace Hazardous Materials Information System (WHMIS) Reg. 860 requires a Safety Data Sheet accompany the shipment for all Controlled Products under Federal WHMIS Legislation. A copy of the SDS for Controlled Products must also be forwarded to the Occupational Health & Safety Officer, Bluewater District School Board e-mail sarah_hills@bwdsb.on.ca or Bruce- Grey Catholic District School Board e-mail laura.guernsey@bgcdsb.org as applicable.

16. ERRORS OR OMISSIONS

Unless requested otherwise, all goods/services, as applicable, must be new, of current design and production, and must conform to the specifications as presented in the bid and/or as understood and agreed to by the Board at the time of order. Should anything be omitted from the specifications, necessary to the proper performance of ordered goods/services or should any error or disagreement of the specifications exist, or appear to exist, the bidder shall not avail himself of any manifestly unintentional error or omission, but must have the same explained or adjusted before the submission of a bid. If the bidder fails to give written notice of such error, etc., bidder shall, at own expense, make good the omission or deficiency by supplying the proper equipment or materials, labour, etc., and make good any change to, or defect in, the fabricated units caused by such omission.

17. BID DISPUTE

If a Proponent wishes to review the decision of the SPSCGB in respect of any material aspect of the procurement process, the Proponent shall submit a protest in writing to the SPSCGB within (10) business days from the date of the posting of a contract award notification in respect of this RFP.

Any protest in writing that is not timely received will not be considered and the Proponent will be so notified in writing.

A protest in writing shall include the following:

- A specific identification of the provision and or procurement procedure that is alleged to have been breached.
- A specific description of each act alleged to have breached the procurement process.
- A precise statement of the relevant facts.
- An identification of the issues to be resolved.
- The Proponent's arguments and supporting documentation.
- The Proponent's requested remedy.

If a protest under this RFP is submitted, the SPSCGB will review and address any such requests in a timely and appropriate manner.



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18. SAMPLES

Samples, if required, are to be forwarded to the appropriate Purchasing contact related to the Board bid request, clearly marked with the name of the bidder, related bid/ file number, and item number to which it refers. All samples must be covered by bidder's insurance. The Board(s) shall not assume any responsibility for loss, theft, or damage to samples. Bidders are to provide instructions if samples are to be returned. Samples will be returned at the Bidder's cost.

19. APPROVALS

All goods/services, as applicable, requiring approval (Ont. Hydro, CSA/UL, etc.) must be completely assembled and must bear label(s) showing approval of the assembly. If not so approved, the Board(s) reserves the right to have the goods/services modified to meet approval and the cost will be deducted from the bidder's invoice. The bidder must meet the requirements of The Ontario Occupational Health and Safety Act and Regulations for Industrial establishments and provide all necessary Workplace Hazardous Materials Information System (WHMIS) documentation, where required. All playground equipment must meet the "Guideline on Children's Play Spaces and Equipment Act" by the Canadian Standards Association.

20. WITHDRAWAL OF BIDS PRIOR TO CLOSING DATE / TIME

A bidder may request that a submitted bid be withdrawn (adjustments or corrections to a submitted bid will not be allowed). The withdrawal shall be allowed if the request is received before the closing time for this proposal. Withdrawal requests must be submitted as indicated in the bid documents.

Withdrawal requests received after the bid request closing time will not be allowed. The party concerned shall be informed by letter that the withdrawal request arrived too late for consideration.

NOTE: The withdrawal of a bid does not disqualify a bidder from submitting another bid on the same proposal prior to the specified closing time.

21. BID OPENING

This bid may not have a public opening. The Board reserves the right to open bids in private where bid circumstances make this necessary or where a public opening is impractical.

22. WITHDRAWAL OF BIDS DURING BID OPENING

If more than one bid is received under the same name for the same proposal, and no withdrawal notice has been received, the bid contained in the envelope bearing the latest date and time stamp shall be considered the intended bid. The first bid received shall be considered withdrawn and returned to the bidder in the usual manner.

23. BIDDER REMOVAL

A bidder may be removed from the Board's list of bidders for any classification of items if no interest is shown in the Boards' requirements for said classification of items over a one-year period. Should a bidder not wish to quote (at a particular time) for any classification of item but wishes to remain on the bidder list for future requests to bid, please submit such request in writing to the Shared Purchasing Service Consortium of Grey-Bruce.



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24. BID EVALUATION

- a) In addition to price, quality and suitability to school/department use will be among the first considerations.
- b) Delivery lead times, service, performance record, manufacturer's warranties and the value of the overall award will also be taken into consideration when awarding this contract
- c) All bid submissions will first be evaluated based on their compliance with the requirements of the bid document.
- d) All compliant bid submissions will be evaluated by an evaluation committee based on the following criteria:
 - Price
 - Compliance with specifications, applicable acts and trade agreements
- e) Compliant bidders may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted. Notification will be given to qualified bidders as to the time and place. The presentation shall be at the expense of the bidder.

25. AWARD

The Board(s) reserves the right to reject bid submission/proposals not properly completed or not legible. The Board(s) reserves the right to accept all or any part or none of any bid submission/ proposal. The lowest or any bid submission/proposal may not necessarily be accepted.

26. CONTRACT

- a) During the term of an awarded contract the contract shall not be assigned or subcontracted without prior approval of the Board(s) in written form.
- b) The Shared Purchasing Service Consortium of Grey-Bruce provides purchasing services for both the Bruce-Grey Catholic District School Board and Bluewater District School Board.
- c) By signing any contract, it is understood and agreed by the parties that if either board is not an original party to that contract, that board may enter into the agreement at a later date during the effective period of the contract and that all prices and terms and conditions the contract provides to the original board shall apply.
- d) Bidders must be prepared to furnish business references, if required.
- e) It is understood and agreed that, by signing a bid, the bidder authorizes the Bruce-Grey Catholic District School Board and/or Bluewater District School Board to check any references submitted.
- f) Bidders must be prepared to supply a Criminal Background Check (CBC) upon request at no cost to the Board(s).
- g) The terms and conditions herein provided will supplement the main terms of any contract resulting from a bid or proposal and will override the standard contract terms and conditions of the successful bidder.
- h) If deemed necessary, the Board(s) reserves the right to extend the terms and conditions of its contracts for a short period of time not exceeding the length of the original contract.
- i) Pricing will be negotiated upon mutual consent at the time of the extension.
- j) Successful bidders must allow provision for early termination and or flexibility of Board contracts without penalty to the Board(s) for schools that no longer exist or have been closed/ down-sized due to cancellation of program funding/declining enrolment.
- k) In view of current and future financial constraints, bidders are to take into consideration the possible



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reduction in the requirement of goods/services due to any school closure, if applicable, during the term of any signed contract.

- l) For all goods/services, as applicable, supplied and or installed, the bidder shall comply with all local, municipal and provincial laws, by-laws and regulations pertaining to the work performed and shall protect the Board(s) against any and all claims due to lack of compliance with such ordinances, where applicable.

27. TERMS OF CONTRACT

All companies must follow the applicable terms and conditions to be considered for requests and to remain in good standing as a prequalified vendor hereunder.

28. CONTRACT DISPUTES

In the event of any dispute or claim arising between the Board and the vendor (contractor) as to their respective rights and obligations under a contract, either party may give the other written notice of such dispute or claim.

The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the laws of Ontario.

If no agreement is made for arbitration then either party may submit the dispute to such judicial tribunal as the circumstances may require.

29. TERMINATION

Notwithstanding anything elsewhere herein set out, in the event that a successful Bidder does not, in the opinion of the Board, comply with the specifications and terms and conditions at any time throughout the duration of a contract, or if the Board, at its sole and unfettered discretion, determines that either their service or the equipment provided by a successful Bidder is unsatisfactory at any time during the term of a contract, the Board reserves the right to immediately terminate the contract in its entirety.

30. NO WAIVER CLAUSE

If either the Board or the Vendor fails to enforce any of the terms and conditions included in this contract or waives their right to suit or damages in the case of breach of contract, both parties shall still retain their right to enforce provisions for later breaches, unless they waive their rights in written form.

31. SUBCONTRACTING

The Bidder agrees not to assign or subcontract any of the work or obligations required hereunder, unless the Bidder obtains the prior written consent from the Board, which may be withheld for a good cause.

In the event that a Bidder merges with another company or there is a change in voting control of the Bidder, or the Bidder sells its assets to a third party, the merger, change in voting control, or sale of assets as the case may be, will constitute an assignment and the Board will be entitled to cancel the agreement on at least 30 days' notice from the date of disclosure, or from the effective date of merger, change or sale, whichever is sooner.



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32. COMMUNICATION TO MEDIA

A proponent may not at any time directly or indirectly communicate with the media in relation to any request or any agreement without first obtaining written permission from the respective Board(s).

33. NEWS RELEASE/PUBLICITY

The Bidder(s) shall not make any news release concerning this bid or awarding of the same or resulting contract(s) without the written consent of the Board.

34. PATENTS, COPYRIGHTS, ETC.

The successful bidder shall indemnify, protect, defend and save the Board(s), its officers, trustees and employees harmless from all demands, claims, suits, actions or causes of actions of every nature and description brought against it and all costs and expenses including but not limited to damages, losses, injuries and legal fees, regarding goods supplied or services performed relating in any way, but not limited to the infringement or other violation of inventions, copyrights, trademarks or patents or rights relating thereto.

35. FORCE MAJEURE

Delays in or failure of performance by either party under these terms and conditions shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of Government, acts of God, strikes or other concerted acts by workers, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents, pandemics, or epidemics, but lack of finances shall in no event be deemed to be a cause beyond a party's control.

In the event that performance of an agreement in the reasonable opinion of either party is made impossible by force majeure, then either party shall notify the other in writing and the Board shall terminate the agreement forthwith and without any further payments being made.

36. DELIVERY / SHIPPING

Shipments must be via courier, highway transport, bidder's vehicle, or rail, either freight or express, F.O.B. destination indicated for domestic shipments, delivery Duty Paid (DDP Incoterms 2020) for international shipments.

- a) **Goods must not be delivered to the local post office** and must be sent by the above means to the location(s) specified. Unless otherwise determined, use of the Boards' courier services by commercial enterprises shall not be permitted. In certain cases a delivery truck with a power tailgate may be required for safe and efficient unloading.
- b) Note: At no time should students be requested to assist in loading or unloading shipments.
- c) The successful bidder will be required to make deliveries of all goods/services, as applicable, required under any contract within reasonable time after receipt of an official order from the Board(s).
- d) In the event of failure, neglect or refusal of any successful bidder to make such deliveries, the Board, after giving notice to the successful bidder, shall have the right to purchase such goods/services from any other bidder.
- e) If the requested and designated delivery or completion schedule is not met, the Board(s) reserves the right to cancel the order accordingly and is entitled and at liberty to procure the goods or services from other sources. Furthermore, the Board(s) may request compensation for any and all



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costs whatsoever in excess of the quoted price caused by such default and the bidder hereby indemnifies and saves harmless the Board(s) from any and all such costs.

- f) Detailed packing lists must accompany each shipment pertaining to both samples for a proposal and shipments made subsequent to the awarding of any contract. Purchase Order Number must appear on the list and carton.
- g) Signature must be obtained from a Board employee for all deliveries to be acknowledged/accepted.
- h) The successful bidder will be required to make deliveries during regular school hours. Deliveries on weekends, holidays or outside of school hours are not permitted.

37. WARRANTIES

- a) **Product Warranties.** Supplier warrants to Buyer that during the Goods Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by Buyer, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to Buyer; and (viii) compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.
- b. **Service Warranties.** Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.
- c. **Intellectual Property Warranty.** Supplier further warrants to Buyer that at all times all Goods and or Services (including any Deliverables) will not be in violation of or infringe any Intellectual Property Rights of any person.
- d. **Manufacturer Warranties.** Supplier shall assign to Buyer all manufacturer's warranties for Goods not manufactured by or for Supplier, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to Buyer.

38. SURETY, BONDS AND / OR LETTERS OF CREDIT

If required by the Board during the term of any Agreement, the Vendor shall provide such evidence, as felt necessary by the Board, of its financial ability to satisfactorily carry out any Agreement for the term of said Agreement.

39. SERVICE

The SPSCGB reserves the right to terminate a contract immediately should the Bidder fail to provide sufficient forces to satisfy the expectations of the Board. The Board remains the final judge of these



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expectations.

40. SERVICE MANUALS

Service manuals and parts lists must be furnished on purchase of items so marked.

41. SUBSTITUTES

When quoting, please state make, model number, etc. of goods/services, as applicable, you are bidding on. You are invited to offer environmentally friendly goods/services and packaging in a competitive market. Where trade/brand names are used, this is an indication of the standard of quality of goods/services required and is not to be construed as a brand name no substitution quotation.

Offers may be made of a substitute that meets or exceeds the requested specifications, for any goods/services specified except for those items marked "No Substitute" but such substitutes must be noted on the quotation.

Where equivalent (or better) substitutes are bid, please send information brochure and/or sample for testing. It will be the prerogative of the Board(s) to decide whether a substitute meets or exceeds the requested specifications of goods/services and is determined to be better total "value" to the Board(s). The Board(s) reserves the right to accept or reject the quote of a substitute bid. If no brand/product is entered for each item and the description is unchanged, it is understood that the bidder is quoting on exactly the same goods/services as listed in the description for each item.

42. TERMS OF INVOICING

Terms of Invoicing will be net 30 days (or net 28 days where prompt payment terms apply).

All Invoices must be forwarded to the attention of the Accounts Payable Department at the applicable location:

Bluewater District School Board: P.O. Box 190, Chesley, Ontario N0G 1L0

Accountspayable@bwdsb.on.ca

Bruce-Grey Catholic District School Board: 799-16th Avenue, Hanover, Ontario N4N 3A1

Accountspayable@bgcdsb.on.ca

43. QUALITY, SERVICE & CONDITION

- a) Any material received in a damaged condition must be replaced/repared immediately by the bidder. The Board(s) will not bear any portion of the cost of any replacement/repair.
- b) Any material, equipment, service or work ordered, which in the opinion of the purchaser, does not completely fulfill the specifications or is not as the sample previously submitted, must be removed at the expense of the bidder and be replaced immediately with the material, equipment, service, or work which fulfills the specifications or sample quality. Furthermore, the Board(s) also reserves the right to cancel this order with no cancellation charges involved if quality and/or service do not meet our requirements.

44. TOBACCO PRODUCTS PROHIBITED

It is the policy of both Bluewater District School Board and Bruce-Grey Catholic District School Board to



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prohibit the use of tobacco products in all board operated facilities, vehicles, and on board property so that a smoke free environment can be provided to all staff, students and visitors. *BP1415-D (Bluewater D.S.B), Section 6, Page 28 (Bruce-Grey Catholic D.S.B.)*

45. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

Under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c. M.56 as amended. A bidder should identify any information in its Bid or any accompanying documentation for which confidentiality is to be maintained by the Owner, by clearly marking proposals “CONFIDENTIAL”

The confidentiality of such information will be maintained by the Owner, except where an order by the Information and Privacy Commission or a Court or other governmental authority having jurisdiction requires the Owner to do otherwise. Notwithstanding the foregoing, prior to the Owner's determination that any parts of this Bid are to be disclosed as required by law, the Bidder shall be provided with written notice of the potential disclosure and accorded all rights that it may have in law including the right to challenge such disclosure.

In addition, Bidders are hereby notified that their Bids will, as necessary, be disclosed on a confidential basis to the Owner's advisors retained for the purposes of evaluating or participating in the evaluation of the Bid.

46. AODA, OHRC & ODA COMPLIANCE

The Board is committed to the highest possible standards for accessibility. Bidders are required to comply with the Board's accessibility standards, policies, practices and procedures, as same may be in effect during the terms of the Agreement and apply to the goods and services to be provided by the Bidder.

The Bidder must be capable of recommending and delivering, as appropriate, accessibility consistent with the *Ontario Human Rights Code* (“OHRC”), the *Ontarians with Disabilities Act, 2001* (“ODA”) and the *Accessibility for Ontarians with Disabilities Act, 2005* (“AODA”) and their respective regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with *Ontario Regulation 429-07* made under the AODA (Accessibility Standards for Customer Service), the Board has established policies, practices and procedures governing the provision of its goods and services to persons with disabilities. These policies, practices and procedures are available for review at:

[Policies and Procedures - Bluewater District School Board \(bwdsb.on.ca\)](http://bwdsb.on.ca)

[Policies – About Us – Bruce-Grey Catholic District School Board \(bgcdsb.org\)](http://bgcdsb.org)

47. RESERVED RIGHTS

The Board reserves the right to:

- (a) Exercise any of the rights set out in the bid;
- (b) Make public the names of any or all bidders;
- (c) Request written clarification or the submission of supplementary written information from any bidder and incorporate a bidder's response to that request for clarification into the bidder's response;
- (d) Meet with some or all bidders to discuss aspects of their submissions;
- (e) Verify with any bidder, or with a third party, any information set out in a submission;



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- (f) Check references other than those provided by any bidder;
- (g) Disqualify any bidder whose submission contains misrepresentations or any other inaccurate or misleading information;
- (h) Waive any information or irregularity (whether material or immaterial) at the board's discretion (without this bid being considered to be amended);
- (i) Disqualify any bidder or the submission of any bidder who has engaged in conduct prohibited by this bid;
- (j) Make changes, including substantial changes, to this bid in the manner set out herein;
- (k) Cancel this bid process at any stage;
- (l) Cancel this bid process at any stage and issue a new bid for the same or similar deliverables;
- (m) Reject any or all bids at the board's sole discretion;
- (n) Select only one bidder or two or more bidders as preferred bidders;
- (o) If only one submission is received, elect to negotiate or not negotiate an agreement with the Bidder;
- (p) Terminate negotiations of a contract with any preferred bidder at any time and for any reason without liability to such bidder.

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