

REQUEST FOR PROPOSAL

FOR

**RECREATIONAL FACILITY PROJECTS
AT
CENTRAL TECHNICAL SCHOOL**



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3.0 SCOPE OF PROJECT

3.1 DEFINITIONS

Throughout this Request for Proposal, unless inconsistent with the subject matter or context:

- (a) "Operator" means the legal entity (individual, consortium, partnership, association, trust, Municipal Corporation, government agency, corporation or other business entity) that will successfully be awarded this contract;
- (b) "RFP" means this Request for Proposal document in its entirety, inclusive of any addenda that may be issued by the Board;
- (c) "Project" means the Recreational Facility Project; at Central Technical School;
- (d) "Response/Submission" means a Respondent's written reply or submission in response to this RFP;
- (e) "Respondent" means the legal entity (individual, consortium, partnership, association, trust, Municipal Corporation, government agency, corporation or other business entity) that submits or intends to submit, a Response to this RFP; and
- (f) "TDSB" or "Board" means the Toronto District School Board.

3.2 INVITATION

TDSB invites Submissions from Respondents who can demonstrate the capacity and capability to provide development concepts to design, build and operate a winter enclosure and manage the recreational facility including the structure and an artificial grass playing field and track at Central Technical School, located at 725 Bathurst Street in Toronto.

Further detail related to the Project can be found in Section 4.0.

3.3 RFP PURPOSE / OBJECTIVES

The purpose of this RFP is to determine the level of interest in the private sector or from other organizations in an opportunity to operate a recreational facility at Central Technical School. Respondents are to submit concepts for the design, construction, operation, maintenance and ownership of a winter enclosure and the daily management of the recreational facility that consists of an artificial grass playing field and the winter enclosure.

This RFP:

- ♦ will involve rankings, as this is a competition.
- ♦ will provide Respondents with an the opportunity to indicate their capacity and capability to participate in the project and gain a better understanding of the Board's requirements in respect of Recreational Facilities at Central Technical School.
- ♦ will help to inform a report to the Board, intended to be submitted in the summer of 2012 by the Deputy Director, Operations on the options available to the Board regarding the Recreational Facilities at Central Technical School. Please note that the Board reserves the right to use or not use all or part of a Response and will modify information to best suit its needs regarding the redevelopment of Recreational Facilities at Central Technical School.

3.4 PROJECT DESCRIPTION

Over the last several years, school sports fields have suffered from lack of investment to allow for maintenance and/or upgrades. School sports fields are in need of rejuvenation to re-establish their position as key school/community multi-use assets. TDSB has identified the need to create year round facilities and the need for a manager/operator of the field and winter enclosure.

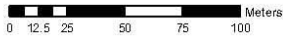
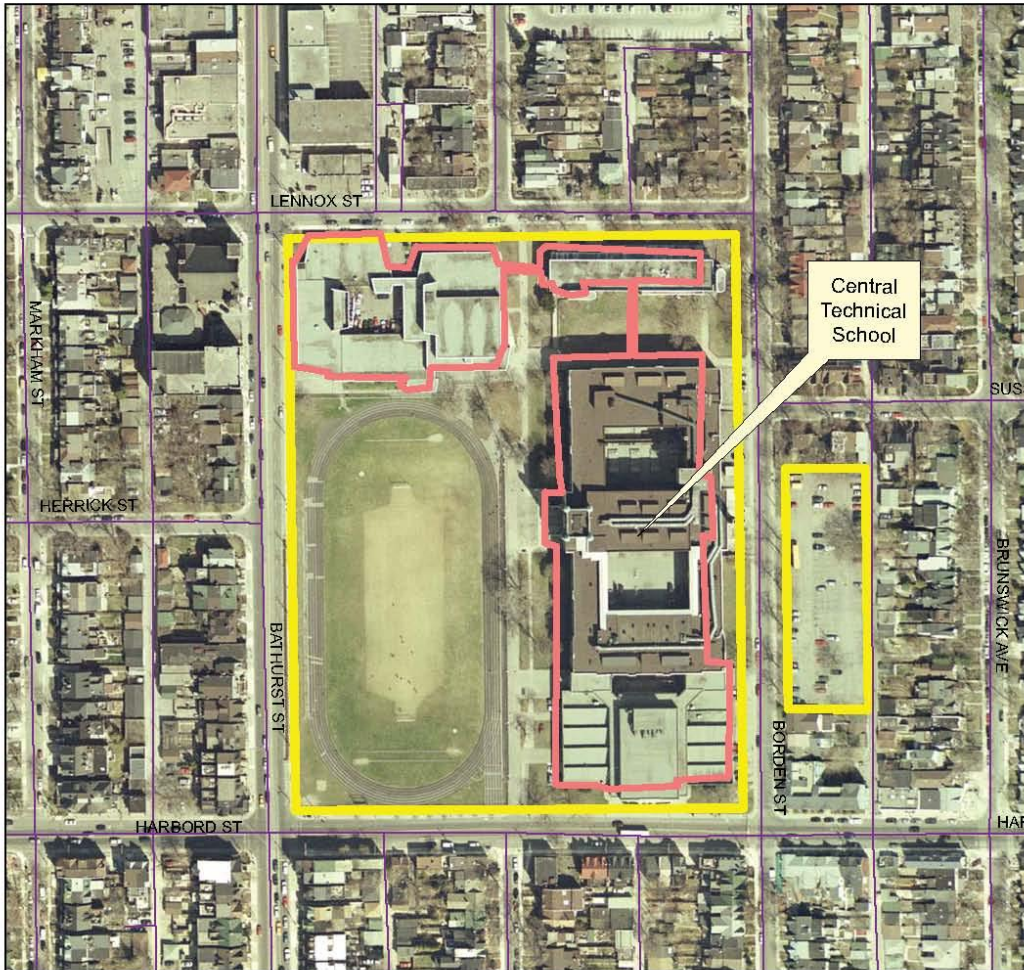
3.4.1 Project Elements

- A minimum 51 oz FIFA grade artificial grass playing surface with cryogenic rubber infill , sewn seams and games lines, suitable for soccer and rugby at a minimum. The artificial grass shall be supplied, installed and tested to conform to International Artificial Turf Standard (IATS);
- A high quality, industry standard or better winter enclosure (eg. a heated/ventilated lightweight fabric structure).
- Separately metered services (utilities).
- Upgraded running track
- The Operator may propose the creation of a building to house washrooms, change rooms, service areas, administrative/offices and/or concession spaces. Such facilities may also be accommodated in the school buildings or other buildings on site (subject to an agreement to be negotiated between TDSB and the successful proponent).
- The Operator will be responsible for all aspects related to obtaining site plan approval and building permit for the project including parking to service the subject recreational facility. A parking study is required to ensure that parking and vehicular access does not negatively impact the community. The Operator shall be responsible for the cost of the study and such site improvements as may be required to implement study recommendations.
- Professional services to make submissions and interface with authorities having jurisdiction to achieve necessary project approvals will be the responsibility of the Operator. Consulting invoices shall be reimbursed by the Operator.

3.4.2 Terms of Use of the Facility:

- TDSB will have exclusive use of the subject field/enclosure during school hours (7:00 am – 6:00 pm) at no cost to TDSB.
- For the summer months the structure will be removed and stored by the Operator. In the fall, the structure will be erected by the Operator for the winter. Costs associated with taking down, setting up and storing the structure will be the responsibility of the Operator.

3.4.4 Aerial Photograph



Produced by:
Planning Division, Facility Services, TDSB
June, 2008

Base Map - Land Information Toronto
Facility and Student Data - Facility Services, TDSB



Legend

- Site
- TDSB Facility
- Road

3.4.5 Key Objectives of the Board

- Select a private or public sector proponent (for-profit or not-for-profit) to operate a recreational facility at Central Technical School, and to design, construct, own and operate an artificial turf field and a winter enclosure based on a practical and financially sound plan and proposal. It is the Board's preference to establish a relationship with a single entity that would be responsible for all aspects of the operations. This would include the day-to-day management functions of the redeveloped facility, all maintenance responsibilities, any commercial operations, recreational programming, related staffing, and all other management activities necessary to maintain and provide a quality recreational facility. All of the preceding must be accomplished respecting the Boards' Collective Agreements. The Board will entertain proposals from firms, groups of firms, consortia of companies, and/or individuals
- Maintain an acceptable level of affordability and accessibility;
- Generate sufficient revenues to finance capital upgrades, improvements and operating expenses;
- Eliminate the necessity for capital contribution by the Board;

3.4.6 Development concepts will be compatible with the surrounding character of the neighbourhood.

- Facilities will be operated consistently with the expectations of the community, including scheduled, no cost access for unstructured use of the track and field by community members during times when the field is not permitted outside of school hours;
- Ensure long term asset management of the facilities during and beyond the term of the agreement. A Facility Management Team (FMT) shall govern the facility consisting of successful representatives from TDSB, representative from the Operator and two representative from the community, or as discussed and agreed upon. The FMT will approve all financial decisions including annual budgets, user fees, capital expenditures and the use of the capital maintenance reserve.

3.4.7 Lighting

- The Board would permit an Operator to install field lighting as a means to extend the operating hours of the facility. It would be required for the Operator to fully fund this capital cost, including all related costs to the installation, as well as reimburse the Board for any additional operating costs associated with the use of the lighting. Consideration in the design of the field lighting with respect to the impact on neighbouring properties would have to be incorporated.

3.5 PUBLIC CONSULTATION

Once the Board has received and reviewed all Responses to this RFP, and prior to the drafting of a report on the results of the RFP to the Operations and Facility Management Committee, the Board will undertake a public consultation session in the community immediately surrounding Central Technical School, to gather further community input on the physical form, massing, design and location ideas and opinions that community members may have for the future of the Central Technical School Recreational Facility.

3.6 SUBMISSION REQUIREMENTS

3.6.1 Corporate Information / Background of Respondent

- a) Please provide a summary of your corporate or public sector entity, including the nature and extent of your business operations, organizational structure, and most recent annual report (audited).
- b) The Proponent is requested to identify one senior individual by name, address and telephone number who will act as the Proponent's primary contact with the TDSB with regard to this Project.

3.6.2 Demonstration of Qualifications and Experience

- a) Please describe your experience specifically related to the nature and scale of the Recreational Facility Project at Central Technical School. Any details pertaining to other similar redevelopment projects that you have undertaken would be useful.

3.6.3 Financial Capacity and Estimates

- a) Please include a statement that addresses your financial ability to perform the work of this project size, scope and complexity. Also include a letter from your bank detailing your credit rating. The letter should include the number of years of association, payment record, credit extended and general rating of account.
- b) Based on your experience with other similar development projects, please provide general financial estimates i.e. estimated project budget, recovery rates of operating and maintenance costs, level of reserve for capital renewals, any costs (if any) that the TDSB would be expected to bear (one-time and/or ongoing), etc.

3.6.4 Development Concept

- a) Describe your redevelopment plan for the Recreational Facility Project at Central Technical School CI, Specific program components are detailed in Section 4.0. If you have more than one development concept, you are encouraged to submit them all.
- b) Please describe how your development concept(s) might be realized in financial and economic terms. Examples of some components include:

Capital items:

- ♦ Construction cost
- ♦ Soft costs (provide breakdown)
- ♦ Design/colour options for dome

Annual Operating Items

- ♦ Building operations
- ♦ Financing
- ♦ Utilities
- ♦ Caretaking
- ♦ Security
- ♦ Cyclical Items
- ♦ Maintenance / refurbishment

- c) What are the specific resources that involved parties are expected to contribute in your development concept(s) (e.g. lands, capital contributions, human resources)? Include both monetary and non-monetary resources

- d) The term of the resulting contract/agreement with the successful proponent is suggested to be **a term of 21 yrs less a day** to abide by *Planning Act* requirements, **renewable upon written agreement from all parties involved (including any Planning Act approvals (i.e. Committee of Adjustment) at cost of Operator)**. Submissions must include a budget outline covering the eventual expected capital expenditures relating to the replacement of the artificial turf and covered dome. The Board will not be expected to cover any costs associated with the repair and/or replacement of these capital costs.

3.6.5 Format and Content

It is requested that the proposal conform to the following format and order. Ensure that all pages do not exceed 8.5" x 14", are numbered, and identified with your firm's name:

- a) Title Page – closing date and time, Respondent's name, address, telephone number, fax number, e-mail address (where available) and a single contact person;
- b) Table of Contents (complete with page numbers);
- c) Summary of the highlights of the Expression of Interest (Executive Summary);
- d) Response to Submission Requirements;
- e) Supporting materials (Resumes, brochures, drawings, etc.)

Please limit the body of your document to about 10 pages. Any supporting material (resumes, brochures, drawings, etc.) should be attached as appendices.

3.7 SITE VISITS

Interested bidders are welcome to visit the site on their own as long as they sign in with the main office at Central Technical School, 725 Bathurst Street, Toronto as outlined in section 27 in Appendix A Terms & Conditions

3.8 PROJECT TIMELINE

Based on the level of interest determined through this RFP, direction by the Board of Trustees, and provided there are no unforeseen circumstances, it is estimated that this Project will follow the timeline indicated below:

Milestone	Timing
RFP Issued	June 12, 2012
RFP Questions Deadline	June 28, 2012
RFP Closing Date	July 3, 2012
Selection of Successful Proponent	September 2012

The above dates are subject to change.

3.9 COMMUNICATION

It is the responsibility of the Respondent to understand all aspects of the RFP and to obtain clarification if necessary before submitting their Response. All questions related to this RFP must be submitted by **3:00 p.m. (local time)** three days before the closing date.

All questions, comments and communications concerning this RFP shall be directed in writing to:

David Wells Assistant Manager, Purchasing - Facilities Contract Services at Dave.Wells@tdsb.on.ca or by fax to 416-204-5476.

All official correspondence must be directed to the above individuals. Information obtained from any other source is not official and may be inaccurate.

Any oral statements, instructions, or representations made by TDSB staff will not be binding on the TDSB.

3.10 REVIEW OF RESPONSES

The Board will review responses to the RFP. A committee composed of Board staff with relevant experience / expertise will be convened to review Responses.

The Board will examine all Responses to ensure completeness and clarity. This process may involve subsequent interviews with Respondents, presentations or submissions from Respondents or supplementary information as may be required by the Board in its sole and unfettered discretion.

3.11 RESPONSE DEADLINE

Four (4) copies (1 original, 3 copies) of the submission including Bidder's return address and company name shall be placed on the Bid envelope and the Bid envelope shall be delivered and received, by 3:00 p.m. on the Closing Date, to:

Toronto District School Board
 Purchasing & Distribution Services
 East Building, Second Floor, south end
 15 Oakburn Cres.
 North York, Ontario M2N 2T5

Bid Response: RFP# ? Central Tech School Rec Facilities

The Board's Office Hours are from 7:00 am to 4:00 pm

Submissions will not be considered unless:

- 1) received by the date and time specified above; and
- 2) received at the address specified above; and

Faxed or electronic transmissions or other forms of unsealed Responses will not be considered.

3.12 EVALUATION CRITERIA

Proposals will be evaluated according to the following evaluation criteria and the available points specified. Proponents are requested to address these requirements in the order in which they appear in the RFP, and in sufficient depth in their proposal.

The following is a summary of the rated evaluation criteria, and associated point allocations.

CATEGORY	POINTS
CORPORATE ENTITY	10
organizational structure	
qualifications + experience	
DESIGN, DEVELOPMENT + CONSTRUCTION	10
Design + Location	

Development + Construction	
capital construction costs	
soft cost	
Total Project Costs	
Project Timelines	
OPERATIONS + MAINTENANCE	20
Operations	
single operator	
multi-operators	
long term asset management	
Responsibilities	
management + administration	
related staffing	
maintenance + janitorial	
Utilities	
recreational programming	
PROGRAM PLAN	10
facility hours of operations	
TDSB hours of operations	
community use	
development partner	
CUSTOMER + COMMUNITY RELATIONS	5
ADDED VALUE	5
BUSINESS PLAN	40
Term	
revenue	
operating costs	
capital reserve	
Financing	
Fee Structure	
Projected Revenue	
Summer Usage	
Winter Usage	
Sponsorship/Advertising	
Total Revenue	
Operating Expenditures	
Utilities	
Repairs/Maintenance/Janitorial	
Building Operations	
Debit Servicing	
Discretionary Costs	
Non-Discretionary Costs (staff)	

Reserve Fund	
Property Tax	
Sub-Total	
Management Fee	
Total Expenditures	
NET REVENUE	
Revenue Sharing	

4. GENERAL SPECIFICATIONS

4.1 Agreements, Permits, and Certifications

It will be the successful proponent's responsibility to identify all agreements, permits and certificates required for the project including zoning amendments, easements, building permits, environmental certificates, utility interconnection agreements, power purchase agreements, and all other items that are associated with the planning and construction of the proposed project.

5. SPECIAL PROVISIONS

A. PREPARATION OF PROPOSAL

Bidders are encouraged to submit concise and clear responses to the RFP. Responses of excessive length or complexity are discouraged. The TDSB reserves the right to include the proposal or any part of the selected proposal in the final contract.

B. COLLUSION:

By submission of a proposal, the Bidder certifies, and in the case of a joint proposal each party certifies as to its own organization, that in connection with any cost proposal submitted by the Bidder, the prices which are quoted are not the product, direct or indirect, of any collusion with any other Bidder, and have not been knowingly disclosed by the Bidder directly or indirectly to any other Bidder prior to submission to the TDSB.

C. EFFECTIVE PERIOD OF PROPOSALS:

All proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 270 days from the proposal due date.

D. LOBBYING PROHIBITED:

Potential Bidders are prohibited from directly or indirectly communicating with TDSB staff members, other than the contact person designated in this RFP, regarding the Bidders' qualifications or the award of a contract.

E. ADDENDA

Bidders may, prior to the Closing Date, be advised in writing (by "Addenda") of required additions to, deletions from, or alterations to requirements of the Bid Documents. All Addenda shall become an integral part of the Bid Documents and shall be allowed for in arriving at the Contract Prices.

Each bidder shall be responsible for verifying before depositing its bid that it has received all Addenda that have been issued.

Any interpretation, correction or change in the bid Documents will be made by Addenda. Interpretations, corrections or changes in the Bid Documents made in any other manner will not be binding, and bidders shall not rely on such interpretations, corrections and changes.

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

6. RESPONSE TO THE REQUEST FOR PROPOSALS

At a minimum your response to this request for proposal must include the following in addition to information requested in Section 6.0 Submission Requirements:

- A. A brochure or written record of past related work of the Bidder within the last three (3) years.
- B. List of Bidder's principals including each principal's general background.
- C. List of contractors and sub-contractors to be used on this project with a record of each contractor and sub-contractor's experience on projects of this nature. **In order to comply with the TDSB's collective agreement with the Maintenance and Construction Skilled Trades Council, the contractor and sub-contractors shall be signatory to the Provincial ICI Agreement as applied to the Trades listed below** and who are affiliated with the Maintenance and Construction Skilled Trade Council:
 - **Local No. 95**, *International Association of Heat and Frost Insulators and Asbestos Workers*
 - **Local No. 128**, *International Brotherhood of Boilermakers, Iron Ship-builders, Blacksmiths, Forgers and Helpers*
 - **Local No.2**, *International Brotherhood of Bricklayers and Allied Craftsmen Carpenters District Council of Toronto and Vicinity*
 - **Local No.721**, *International Association of Bridge, Structural and Ornamental Iron Workers*
 - **Local No. 31**, *Marble Masons, Tile Setters and Terrazzo Mechanics*
 - **Local No. 46**, *International Brotherhood of Painters and Allied Trades*
 - **Local No. 30**, *Sheet Metal Workers International Association*
 - **Local 3219**, *United Brotherhood of Carpenters and Joiners of America*
 - **Local No. 353**, *International Brotherhood of Electrical Workers*
 - **Local No. 46**, *United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada*
 - **Local Lodge 235**, *International Association of Machinists and Aerospace Workers*
 - **Local No. 787**, *United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada*
 - **Local No. 27**, *United Brotherhood of Carpenters and Joiners of America*
 - **Local No. 506**, *International Brotherhood of Cement Finishers*

All bidders tendering for the supply of construction or maintenance work for the Board, whether directly or through affiliates, employees or subcontractors **acknowledge the jurisdiction of the Maintenance & Construction Skilled Trades Council (MCSTC) for construction and maintenance work for the**

Board save and except for contracts for the following construction work which shall be subject only to the applicable City of Toronto Fair Wage schedules for construction in the ICI sector:

New or replacement schools or buildings or additions to existing schools or buildings of more than five hundred (500) square feet floor area, including directly related changes and including any warranty work done by a Contractor, related to such work, not requiring a contract;

Extensive changes to existing schools or buildings (defined as changes costing \$1,500,000 or more) which are no longer adequate to meet program requirements and/or require substantial upgrading/replacement of building elements/systems and including any work done by a Contractor, related to such work, not requiring a contract;

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

Labour Requirements - City of Toronto Fair Wage

Where the workers are NOT covered by a Collective Agreement, the rate of wages and benefits will be as set out in the schedule of wage rates filed by the City of Toronto Fair Wage Officer in the Office of the Clerk of the City of Toronto as amended from time to time. Details of the City's Fair Wages Policy are available on the City's website at: www.toronto.ca/fairwage

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

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

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

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

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

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

D. Complete resumes and organizational charts identifying the project team and representative(s) in charge.

- E. The names, addresses and telephone numbers of at least three (3) client references who are familiar with the Bidder's similar experience.
- F. Assurance that the Bidder will be cognizant of, comply with and enforce all applicable federal, provincial and municipal acts and regulations.
- G. Assurance that the Bidder will work with the TDSB representative and a description of the coordination process and sequencing between the Bidder and the TDSB's representative during the duration of the project.
- H. Return signed copies of Acknowledgment and Agreement to Abide by Established Process forms found in Appendix A.

Failure to address items A through G in Section 5 in detail may be sufficient reason to eliminate a proposal from consideration.

7. EVALUATION OF PROPOSALS

A. SELECTION CRITERIA:

- demonstrates maintainability and long term operating effectiveness
- illustrates proponent track record of implementing projects of similar size
- provides for adequate liability insurance.

B. CONTRACT:

The TDSB will select one or more Bidder to enter into negotiations as to the terms of an agreement. The TDSB reserves the right to determine which proposals are in the TDSB's best interest and to award the contracts on that basis, to reject any and/or all proposals, waive any irregularities of any proposal, negotiate with any potential Bidders (after proposals are opened) if such is deemed to be in the best interest of the TDSB.

C. RANKING:

All proposals will be reviewed and ranked according to the criteria above, and Bidders may be selected for interviews or oral presentations as may be necessary. The TDSB makes no commitment to any respondent to this RFP beyond consideration of the written response to this RFP.

8. AWARD OF CONTRACT

A. NEGOTIATIONS:

After selection of one or more Bidders, the TDSB will then enter into negotiations as to the terms of the agreement, all aspects of services, schedules and other related matters of the re-development project.

B. INABILITY TO REACH AGREEMENT:

In the event the negotiations between a Bidder selected and the TDSB cannot be completed as a result of an inability to reach agreement on the Scope of Work to be performed, then at the option of the TDSB, the contract may be awarded to another qualified Bidder.

C. BOARD APPROVAL:

Final contracts will be submitted to the Board for approval.

D. FINAL CONTRACT:

The successful Bidders will be required to assume responsibility for all services offered in their proposal. The successful Bidders will be required to enter into written contracts with the TDSB in a form approved by legal counsel of the TDSB. This RFP and the Proposal, or any part thereof, may be incorporated into and made a part of the final contract. The TDSB reserves the right to negotiate the terms and conditions of a contract with each successful Bidder.

APPENDIX - A - TERMS & CONDITIONS



Purchasing & Distribution Services - Facilities

15 Oakburn Crescent, Toronto, Ontario M2N 2T5 • Tel: (416) 395-4637 • Fax: (416) 395-4618

ISO 9001:2008 Registered

REQUEST FOR PROPOSAL

RFP DW11-158P

FOR

**RECREATIONAL FACILITY PROJECTS
AT
CENTRAL TECHNICAL SCHOOL**

ISSUE DATE: June 12, 2012

CLOSING DATE: July 3, 2011

CLOSING TIME: 3:00:00 P.M.

Sealed submissions will be received in the offices of:

The Toronto District School Board

Purchasing & Distribution Services

15 Oakburn Cres. East Building, Second Floor, South end

North York, Ontario M2N 2T5 on or before the closing date stated above, local time, 3:00 P.M.

Our Office Hours are from 7:00 am to 4:00 pm

**Bid Response: RFP# DW11-158P RECREATIONAL FACILITY PROJECTS AT CENTRAL
TECHNICAL SCHOOL**

(ABOVE REQUEST INFO MUST APPEAR ON ENVELOPE)

Bidder's return address and company name shall be placed on the Bid envelope and the Bid envelope shall be delivered and received, by 3:00:00 p.m. on the Closing Date. Bids will be deemed to have arrived by the stipulated date and time specified, as recorded by the date and time stamp equipment owned and operated by Purchasing & Distribution Services. No other date and time device will be recognized.

LATE, E-MAILED OR FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED OR CONSIDERED

TENDER SUBMISSION CHECKLIST

Bidder represents and warrants to the Board as follows:

Bidder is a corporation duly organized, validly existing and in good standing under the laws of Canada, one of the provinces of Canada or one of the state of the U.S. and, in particular, in _____ . (TO BE COMPLETED BY BIDDER)

Bidders shall ensure that their bid is submitted in a sealed envelope using the identifying label or a reasonable facsimile to that provided in the tender and that the following have been completed and include two copies, (one original and one copy) with their tender submission before Tender closing:

- Signed Acknowledgement
- Signed Agreement to Established Process
- Signed Appendix X or Appendix A if applicable, (not required if a fair wage project)
- Signed addendum front page for all addenda issued as part of this request
- Agreement to Bond if bid is over \$10,000 and if requested
- Bid Bond if requested
- 1 Original and 3 Copies

Company Name _____ Date _____

Authorized Signature _____

NOTICE OF "NO BID"
Toronto District School Board

**RFP# DW11-158P RECREATIONAL FACILITY PROJECTS AT CENTRAL TECHNICAL
SCHOOL**

IMPORTANT - PLEASE READ THIS

It is important to the Toronto District School Board to receive a reply from all invited Bidders. There is no obligation to submit a Bid; however, should you choose not to Bid, completion of this form shall assist the TDSB in determining the type of goods or services you are interested in Bidding on in the future. If you are too busy to take on more work at this time please let us know when you anticipate you will be able to bid again, this way we can invite another company instead.

INSTRUCTIONS

If you are unable, or do not wish to Bid on this Contract please complete the following portions of this form. State your reason for not Bidding by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other bid document. Return the completed form by **email or fax to the TDSB staff who issued the request** prior to the official closing date.

- | | |
|---|--------------------------|
| 1. We do not manufacture/supply this commodity | <input type="checkbox"/> |
| 2. We do not manufacture/supply to this specification | <input type="checkbox"/> |
| 3. Unable to quote competitively.. | <input type="checkbox"/> |
| 4. Quantity/job too large | <input type="checkbox"/> |
| 5. Cannot handle due to present plant/Work load | <input type="checkbox"/> |
| 6. Quantity/job too small | <input type="checkbox"/> |
| 7. Cannot meet delivery /completion requirements | <input type="checkbox"/> |
| 8. Agreements with distributors/dealers do not permit us to sell direct | <input type="checkbox"/> |
| 9. Licensing restrictions | <input type="checkbox"/> |

We anticipate being able to bid by:

_____ (insert date)

Other reasons or additional comments:

Do you wish to Bid on these goods/services in the future? Yes No

Signature: _____

Company: _____

Address: _____

Date: _____

1 INSTRUCTIONS TO BIDDER

Instructions:

Bids are invited from suppliers/service providers for this project to enter into Contract(s) on a non-exclusive basis with the Board to provide the Goods or Services as listed herein and more specifically in the Bid Form or Price Schedule, if provided. All Bids must be in writing and delivered to the offices of Purchasing and Distribution Services in a sealed envelope, addressed to Purchasing and Distribution Services, as set out in Section 7. below.

1.1 Definitions

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

"Addenda/Addendum" means those documents amending the Bid Documents, as set out in Section 1.2 and/or Section 2.

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

"Bidder" means a Person who is qualified to provide the Goods or Services, in accordance with the Bid Documents and the Specifications.

"Bid Documents" means those documents set out in Section 2 and the Agreement to Abide by the Established Process.

"Bid Form" means an attachment hereto, if provided, which may include specifications of the Goods and Services and requests the Contract Price(s) for the Goods and Services, which must be completed and returned as part of the Bid Documents.

"Board" or **"TDSB"** means the Toronto District School Board.

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

"Contract Price(s)" means the unit prices or other costing required by the Bid Documents and set by the Contract

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

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

"Goods or Services" means those goods and/or services identified herein on page 1 and/or 2 of this Request and more specifically in the Bid Form, if provided.

"Intellectual Property" means any trade-mark, copyright, moral right, patent, industrial design, trade name, domain name, trade secret, know how, integrated circuit topography or other in-

tellectual property, industrial property or proprietary right owned by, licensed to, or used by any third Person.

"Period" means the duration of the contract set out above in section 1 and in the specifications/drawings.

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

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

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

"Specifications" means those stated requirements for the Goods or Services set out in the Bid Documents.

1.2 BID DOCUMENTS

The Bid Documents shall consist of the following:

1. Request to Bidders;
2. Bid Form, if provided ; and
3. All addenda (including as set out in Section 2) issued to, and all changes to the Specifications after the execution of, the Request.
4. Agreement to Bond if bid price is over \$10k and if requested
5. Acknowledgement
6. Agreement to Established Process
7. Specifications and Drawings. Please make note of the drawing sizes and scales, especially if printing from electronic format. It is the bidder's responsibility to review the specifications and drawings. Extras requested based upon bidders error in size and scale of drawing will not be allowed.

Bidders shall promptly examine all the Bid Documents after receipt. Any errors, omissions or ambiguities discovered therein prior to the Closing Date and Time should be reported to the person named in Section 3 and or in the Supplementary Instructions to Bidders of the Request. If necessary and time permits, Addenda may be issued to all Bidders before the Closing Date and Time. Unless confirmed by Addendum, Bidders shall not take into consideration any Request or answers modifying the Bid Documents.

1.3 BID AWARD

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

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

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

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

THE RFP/RFT AND YOUR BID RESPONSE WILL BE THE BASIS FOR THE CONTRACT.

1.4 BIDDER

Bidder represents and warrants to the Board as follows:

(i) Bidder is a corporation duly organized, validly existing and in good standing under the laws of Canada, one of the provinces of Canada or one of the state of the U.S. and, in particular, in _____ . (TO BE COMPLETED BY BIDDER)

(ii) Bidder has full corporate power and authority to execute and deliver this Bid and to enter the Contract and to perform its obligations hereunder and carry out the transactions contemplated hereby. The execution, delivery and performance by it of the Bid has been duly and validly authorized and no additional corporate authorization or action on its part is required in connection with the execution, delivery and performance by it of the Contract or the consummation by it of the transactions contemplated hereby;

(iii) This Bid is and the Contract shall be a valid and binding obligation of Bidder, enforceable against it in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and subject, as to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(iv) The Goods or Services and the provision thereof under the Contract and/or the use, display, distribution, provision, performance, marketing, and/or sale of such Goods and Services by or on behalf of the Board, or by any person authorized by the Board, including students registered by or through the Board and/or purchasers from or through the Board, shall not infringe, violate or interfere with any Intellectual Property; and

(v) In performance of the Contract, Bidder shall comply with all applicable laws and regulations and obtain and maintain all required licences, permits and approvals which are required by any regulatory authority and shall furnish the Board with written evidence thereof.

2 ADDENDA

Bidders may, prior to the Closing Date and Time, be advised in writing by Addenda of required interpretation of, additions to, deletions from, corrections to, changes to, or alterations to requirements of the Bid Documents. All Addenda shall become an integral part of the Bid Documents and shall be allowed for and taken into account in arriving at the Contract Prices.

Before depositing its Bid, each Bidder shall be responsible for verifying with the Board, pursuant to Section 3, that it has received all Addenda that have been issued.

3 ENQUIRIES PRIOR TO THE CLOSING DATE

Bidders shall direct all inquiries regarding the Bid Documents, in writing, up until one day (24 hours) before the closing date to the Contract Specialist outlined in the Supplementary Instructions to Bidders.

Any interpretation, addition, deletion, correction, change or alteration in the Bid Documents will be made by Addendum (as provided in section 2 above). Interpretations, additions, deletions, corrections, changes or alterations in the Bid Documents made in any other manner will not be binding upon the Board, and Bidders shall not rely upon such.

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

4 PRICING INSTRUCTIONS

Prices are requested firm for the Period. If Bidder cannot quote firm prices for the Period, Bidder must state clearly in their submission the basis on which prices are submitted.

Prices are to be quoted CIP destination. All costs, carriage, and insurance are to be borne by Bidder.

Each Bidder shall complete the Bid Form, if provided, by providing the Contract Prices for which Bidder shall provide the Goods or Services. All required information and each and every space on the Bid Form, if provided, must be completed, and, where applicable, "NONE" or "unable to bid" must be inserted to fill any space intended to be left blank or unanswered.

Where market conditions warrant and prior to or after the Contract has been entered into, the Board reserves the right to negotiate with the successful Bidder(s) for adjustments in Contract Prices. If the Board and Bidder(s) cannot agree on a new price, the Board may, in its sole discretion, terminate the Bidding process and any Contract without any obligation, costs, expenses, liability, losses and/or damages to it.

The Contract Prices shall not include the harmonized sales tax.

Any wording of GST in the tender documents shall be replaced with applicable sales tax.

All Contract Prices shall be quoted in Canadian Funds.

In an effort to facilitate processing of low dollar purchase transactions and to enable all Customers to purchase direct from Bidders, the Board has introduced the use of a Corporate Purchase Card Program. The Bidder should describe, in his/her submission, its ability and willingness to accept Purchase Cards and to extend the Board and its Customers Contract Prices when such orders are placed using such cards.

5 SUBSTITUTIONS

The Goods or Services, including the materials and equipment described or named in the Bid Documents establish the standard for such Goods or Services and the material and equipment and for the workmanship required for the Goods or Services. The Bid and, in particular, the prices for the Goods or Services shall be based on the Goods or Services and the specified materials, equipment and workmanship.

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

Alternative Goods or Services may be included in the Bid and the Bidder may submit prices for such goods and/or services which the Bidder considers to be of equal or better quality than those listed in the Bid Document. In the event the Bidder submits an alternative good and/or service and it can be readily determined that the good and/or service is acceptable or not acceptable to the Board, it will be considered accordingly during the analysis of all the bids received prior to award. If the alternative good and/or service cannot be readily accepted or rejected, and the Bid price indicates that there could be an economical benefit to the Board, then the good and/or service will be put into testing pursuant to Section 8, to determine acceptability. However such goods and/or services shall not be considered for a Contract during this current bid process. If, during the testing process, it is determined that the good and/or service is acceptable, then it may be included as an approved good and/or service for future bids or quotation calls.

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

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

6 RIGHT TO TERMINATE AND TERMINATION

The Board may, in its sole discretion, terminate this Bidding process for any reason or for no reason, without any obligation, costs, expenses, liability, losses and/or damages to it.

The Board reserves the right to cancel or terminate, with no obligation, costs, expenses or liability to the Board, any Contract upon giving 30 days written notice if its new Board of Trustees, elected during the term of the Contract, decides that the Contract should be cancelled for whatever reason.

The Board reserves the right, in its sole discretion, to cancel a Contract if required by Provincial Legislation, without any obligation, costs, expenses, liability, losses and/or damages to it.

The Board may terminate a Contract without notice and without any obligation, costs, expenses, liability, losses and/or damages to it, if:

- (i) the successful Bidder is, at any time, in breach of its Bid or any of the Bid Documents or the Contract;
- (ii) Bidder's business operations are curtailed by decisions or rulings under applicable law and/or Bidder ceases carrying on or is compelled to discontinue all or substantially all of its business;
- (iii) Bidder fails to meet quality control requirements;
- (iv) bankruptcy or insolvency or any restructuring occasioned thereby occurs with respect to Bidder;
- (v) Bidder purports to assign, license, sublicense, subcontract, transfer or part with the Contract or purports to assign, license, sublicense, subcontract, transfer or part with any rights or obligations granted therein;
- (vi) if any provision of the Contract or the consummation of the transactions contemplated by the Contract in the manner contemplated therein, are or become illegal or unenforceable under applicable law in any material respect; and /or
- (vii) the Board decides, at its sole discretion and without cause, to terminate the Contract.

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

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

7 SUBMISSION REQUIREMENTS

Documents Provided

The Bid Documents shall be provided directly to Bidders by the Board.

The Bid

The Bid shall consist of and Bidder shall return to the Board, enclosed and sealed in a Bid envelope, **ONE ORIGINAL AND FOUR COPIES** of:

- (i) The complete Bid Form, if provided, included in the Bid Documents, completed exactly as required (failure to do so may result in disqualification in the Bid process). Bidders are to indicate manufacturers' name and product number, for each Good and provider, for each service, in the space provided on the Bid Form, if provided; and
- (ii) All other documentation submitted by Bidder in response to the requirements as set out in the Bid Document, including in the Specifications.

Bidder's return address and company name shall be placed on the envelope and the Bid shall be delivered and received, by 3:00:00 p.m. on the Closing Date, to:

Toronto District School Board
Purchasing & Distribution Services
East Building, Second Floor, south end
15 Oakburn Cres.
North York, Ontario M2N 2T5

Bids delivered after the Closing Date and Time will not be received or considered, and will be returned unopened. Bids delivered to any location other than as specified, will not be considered.

The Board does not provide receipts for Bids received, and assumes no liability for misplaced Bids without proof of receipt. It is the responsibility of the Bidder to provide any required Bid receipts and to obtain a dated signature of a staff member of the Board receiving its Bid(s).

Conflict of Interest

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

No Influence

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

Agreement to Abide by the Established Process

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

No Bidder can be seen to be deriving, intentionally or otherwise, an advantage, information or benefit which is not equally available to all other Bidders or from any special or personal rela-

tionships or contacts, or seeking or obtaining any advantage or information from any staff and representatives of the Board, whether authorized or not.

Bidders shall sign, and return with their submission, the enclosed "Agreement to Abide by the Established Process" form. The signed form will indicate concurrence with the process. Failure to indicate concurrence by returning the signed form will result in disqualification of the submission.

Signature Required

Bidder's full legal name and address shall be typed or legibly printed in the spaces provided on the Bid Form, if provided. The Bid Form shall be signed by an authorized representative of the Bid, in the spaces provided.

No Email or Fax

Bids submitted by e-mail or facsimile shall not be considered.

No Liability for Expenses

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

Irrevocable Bid

The Bid, once submitted, may be accepted by the Board, in whole or in part, for a period of 90 days from the Closing Date and Time and is irrevocable during that period.

Rights to Disqualify

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

Right to or not to Proceed

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

8 BID EVALUATION

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

Testing

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

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

Evaluation Criteria

Evaluation of the Bids shall be based on the criteria and weighting mentioned in section 3.0-12.0 above.

All submissions are expected to;

- (i) Be in conformity of the Bid with this Request;
 - (ii) Meet all mandatory requirements of this solicitation, such as firm pricing, ability for direct delivery to all Board sites, etc;
 - (iii) Meet other requirements of this solicitation, discounts, price protection, minimum order policy, delivery terms, and return goods policy program;
 - (iv) Regarding delivery, reasonable quantities of Goods or Services must be available at any given period to ensure a minimum turn-around time. Bidders are to indicate normal delivery lead-time per Good/Service;
- Be capable, understanding of the requirements, integrity, reliability, and financial stability of the Bidders to meet the requirements of the Board;
- (vi) Have the ability and willingness to accept Purchase Cards and to extend to the Board Contract Prices when orders are placed through such cards;
 - (vii) Have the ability to provide detailed activity reports as they related to purchases against the Contract. Bidders are asked to briefly explain their ability and wiliness to provide such information;
 - (viii) To be environmental responsibility, including as set out in Section 15; and
 - (ix) Be able to provide absence of conflicts of interest and potential or perceived conflicts of interest.

Tie Low Bids

Should tie low bids be received on any item or list of items with other things being equal, the Board will take into consideration the nature of the service given by any or all of the bidders

concerned in any previous dealings they may have had with the Board. Under no circumstances will the Board permit subdivision of orders to tie bidders.

Debriefing Sessions

Unsuccessful Bidders are encouraged to request a debriefing session from the RFP/RFT coordinator as indicated in section 3, following recommendation of contract award notification. The purpose of the debriefing is to discuss the RFT/RFP process that was followed and provide feedback on the strengths and weaknesses of the Bidder's submission with suggestions for improvement.

Bid Protest Procedures

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

A protest in writing shall include the following:

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

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

9 BILLING

The following note is applicable to all subsections of this Billing section:

Supplier shall submit invoices and all billing statements in writing directly to:

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

unless advised otherwise by the Board.

Itemization of Invoices/Billing Statements

Billings to the Board shall clearly set out and itemize the following information regarding purchases by the Board:

Date of Purchase
Quantity
Individual Line Item Description
Purchase Order Number
Contract number, where applicable
Requisitioner Identification

such that each invoice or billing statement to the Board shall show, on its face, a complete segregation of purchases made by or on behalf of the Board for the Board and such that the amounts are properly allocable by the Board to each of the cost centres.

10 PAYMENTS

The Board will issue payments for all purchases in accordance with the invoice or billing statement issued by the Bidder, in accordance herewith. Bidder acknowledges that payments will be delayed in respect of invoices or billing statements which do not conform to all the itemized information required above in order to permit the Board to obtain all required data to properly allocate purchases among cost centres and to verify shipments.

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

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

Electronic Fund Transfer (EFT)

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

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

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

1. Bank number
2. Bank Transit number

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

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

The above information was previously submitted by Bidder on (insert date)_____

11 DISPUTES

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

12 RIGHT TO CONTRACT FOR IDENTICAL OR SIMILAR GOODS OR SERVICES

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

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

13 INDEMNIFICATION AND LIABILITY INSURANCE

No Liability

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

Indemnity

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

(i) from any and all claims, demands, actions, suits or other proceedings ("action") by whosoever made, sustained, brought or prosecuted in any manner,

(a) including, in connection with, due to or arising in any way from the Goods or Services, with respect to the provision of the Goods or Services under the Contract and/or with respect to the use, display, distribution, performance and/or marketing of the Goods or Services,

(b) based upon, incurred, claimed, paid, suffered or sustained by, occasioned by or attributable to or for personal injury, property damage or business damage or any infringement of, violation of or interference with or otherwise, due to or arising in any way from any Intellectual Property of any third party, and/or

(c) anything done or omitted to be done by the Bidder, Bidder's sub-contractors, officers, employees agents, assigns, successors, shareholders, or its or their director, or authorized representatives; and/or

(ii) for any and all costs, damages, expenses, liabilities, losses including, without limitation, any and all amounts paid to settle any action or satisfy any judgement, fine, assessment, penalty, loss, expense, cost or liability of any kind whatsoever (including court costs and counsel fees on a solicitor and its own client basis),

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

Claims

(i) Notwithstanding anything to the contrary, Bidder shall not pay, compromise or settle any action or seek or agree to any equitable relief without the consent of the Indemnified Party, such consent not to be unreasonably withheld. Bidder shall provide reasonable information to the Indemnified Party on an ongoing basis regarding any action and any proposed payment, compromise or settlement of any action and the basis for any equitable relief sought.

(ii) Notwithstanding anything herein to the contrary, if Bidder acknowledges to the Board in writing Bidder's obligation to fully indemnify the Indemnified Party with respect to an Indemnifiable Loss and provides the Board with reasonable proof of its ability to indemnify, Bidder may compromise or settle in accordance with the provisions of this section, at Bidder's own expense and by Bidder's own counsel (providing such counsel is acceptable to the Board, in its sole discretion), any such matter involving any action relating to an Indemnified Party.

(iii) In the event that Bidder does not acknowledge as aforesaid and/or provide such reasonable proof, as required in this Section, the Indemnified Party shall be entitled (but not obligated) to carriage of any and all matters giving rise to an actual or potential Indemnifiable Loss. In connection therewith, Bidder agrees to consent to any compromise or settlement proposed by the Indemnified Party where either

(i) the compromise or settlement results in no Indemnifiable Losses that are required to be indemnified by Bidder or

(ii) the Indemnified Party agrees to bear any and all Indemnifiable Losses.

- (iii) In any event, Bidder shall cooperate in the compromises of, the contest of and the defence against, any such asserted action, and shall upon the request of the Indemnified Party assist and participate in the contest and defence of such asserted liability or action.
- (iv) Bidder may not settle or compromise an action over the objection of the Indemnified Party if such settlement or compromised would impose any legal judgement or holding, declaration, liability or obligation (including, but not limited to, the requirement to take or refrain from taking any action) on such Indemnified Party.

Insurance Policy

(i) During:

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

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

(1) at least **Five Million Canadian Dollars (C\$5,000,000.00)** comprehensive commercial general liability insurance for bodily injury, property damage, operations liability, contractual liability and tenant's legal liability including umbrella liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under the Contract;

(2) at least One Million Canadian Dollars (C\$1,000,000.00) of business automobile liability insurance and, if necessary, umbrella liability insurance for owned, hired and non-owned vehicles covering bodily injury and property damage; and

(3) at least One Million Canadian Dollars (C\$1,000,000.00) of errors and omissions insurance and of product liability insurance applicable to the Goods or Services under the Contract.

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

- (ii) All such insurance shall be primary and respond before any other applicable insurance of the Board. If there is other valid and collectable insurance effected by the Board or any other insurers available to the Board or its members, trustees, officers, employees or agents, the insurance afforded by such other available, valid and collectable insurance shall be in excess of and shall not contribute with the said coverage identified in this Section.

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

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

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

Undertaking from Insurers

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

Failure to Furnish Proof

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

Termination

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

14 WORKPLACE SAFETY AND INSURANCE BOARD

Submissions must include a current WSIB Clearance Certificate applicable to the scope of work under this contract. WSIB coverage must be maintained throughout the term of the contract and any optional extensions. If the vendor does not require WSIB coverage due to their independent operator status, the valid independent operator number and letter from WSIB stating their status must be provided with their submission. Independent operator status must also include personal coverage. The TDSB may request proof of coverage or independent operator status at anytime during the contract period. Failure to furnish proof may be cause for contract termination.

15 ENVIRONMENTAL PROTECTION

Committed to liaising with school and community environmental groups and suppliers, the Board strives to source, promote and support products and services that are environmentally sound.

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

- (i) are durable, reusable and contain maximum recycled content;
- (ii) eliminate waste;
- (iii) are purchased from local sources;
- (iv) are independently recognized for meeting high environmental standards;
- (v) are purchased from manufacturers and suppliers that have a registered environmental management system; and
- (vi) meet health and safety standards.

16 WORKPLACE HAZARDOUS MATERIAL INFORMATION SYSTEM (WHMIS) REQUIREMENTS

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

Current copies of MSDS (no older than three years) and supplier's labels must accompany and be part of each Bid and/or shipment.

17 SPECIFICATIONS FOR ELECTRICAL CONNECTIONS

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

Energy Star Rated Products

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

18 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

19 OPERATION OF VEHICLES

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

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

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

- (i) Speed limit must not exceed 8 km (5 miles) per hour at any time;
- (ii) Vehicles or equipment must not be operated in the school yard during recess, lunch hour or other times of outdoor activity;
- (iii) When a co-driver/helper is assigned to the vehicle, he/she must direct the movement of the vehicle or equipment while on foot from a position away from the vehicle and in clear view of the driver or operator;

(iv) When a co-driver/helper is not assigned to the vehicle, vehicles with limited rear vision must not be backed up without the aid of a ground guide who must direct the movement of the vehicle or equipment while on foot from a position away from the vehicle or equipment and in clear view of the driver or Operator;

(v) When a vehicle is parked in a schoolyard, the following conditions must be met:

- (a) The ignition turned off;
- (b) The key removed;
- (c) The transmission placed in park (neutral if not parked);
- (d) The parking brake engaged; and
- (f) The doors locked.

(vi) When returning to a parked vehicle or equipment, the driver/operator must circle the vehicle or equipment and ensure that there are no children playing under or near the vehicle or equipment;

(vii) Vehicles or equipment must never be left unattended with the engine running. Engines must not be left idling unnecessarily;

(viii) All tools, supplies, equipment, etc. are to be securely stored in the vehicle; and

(ix) Reversing or backing up must be avoided as much as possible. The vehicle should be positioned so that the driver can drive it away rather than back it up.

REVERSE ONLY WHEN IT IS SAFE TO DO SO!

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

Rules for Backing-up:

1. The driver or operator must understand the hand signals to be used prior to moving the vehicle.
2. The driver or operator must get the whole picture (get out and walk around the vehicle).
3. If the driver or operator loses eye contact with the guide, he/she must stop immediately and re-establish eye contact. The driver/operator must be sure it is safe to resume reversing.
4. The driver or operator must reverse slowly, no faster than normal walking speed.
5. The driver or operator must check on both sides (mirrors) as he/she reverses.

All vehicles, including delivery or service vehicles, which are used to enter school grounds must be equipped with back-up alarms.

All vehicles, including delivery or service vehicles, which are used to enter school grounds should, wherever possible, be equipped with back-up alarms.

Delivery

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

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

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

20 WAIVING NON-COMPLIANCE

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

21 GOVERNING LAW

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

22 CONFIDENTIALITY

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

23 PRIVACY

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

24 NO ASSIGNMENT/SUB-CONTRACT

The Contract shall be personal to Bidder. Bidder shall not, without the prior written consent, in writing, of the Board, assign, license, sublicense, sub-contract, transfer or part with the Contract or any of its rights or obligations thereunder.

25 CO-OPERATIVE PURCHASING PROVISIONS

The Board may agree to permit other public organizations within the Greater Toronto Area (GTA) to access any contract(s) that may result from this solicitation. The successful bidder(s) shall allow such access with the understanding that the participating organizations be responsible for their own contract management. The Board reserves the right to negotiate any resulting additional volumes towards any volume discounts that may be established as part of the contract.

26 PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT

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

- (a) all PIPEDA Protected Information the Bidder collects directly from the individuals or indirectly from the Board or others;
- (b) all PIPEDA Protected Information the Bidder uses or discloses in the course of respond-

ing hereto or in performing its obligations under any subsequent agreement; and,

(c) all PIPEDA Protected Information the Bidder transfers or discloses to the Board.

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

27 CONTRACTOR/CONSULTANT SIGN-IN LOG REQUIREMENT:

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

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

28 LABOUR REQUIREMENTS

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

New or replacement schools or buildings or additions to existing schools or buildings of more than five hundred (500) square feet floor area, including directly related changes and including any warranty work done by a Contractor, related to such work, not requiring a contract;

Extensive changes to existing schools or buildings (defined as changes costing \$1,500,000 or more) which are no longer adequate to meet program requirements and/or require substantial upgrading/replacement of building elements/systems and including any work done by a Contractor, related to such work, not requiring a contract;

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

Labour Requirements - City of Toronto Fair Wage

Where the workers are NOT covered by a Collective Agreement, the rate of wages and benefits will be as set out in the schedule of wage rates filed by the City of Toronto Fair Wage Officer in the Office of the Clerk of the City of Toronto as amended from time to time. Details of the City's Fair Wages Policy are available on the City's website at: www.toronto.ca/fairwage

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

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

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

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

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

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

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

Maintenance & Construction Skilled Trades Council

95 Shorting Road

Scarborough, Ontario M1S 5B9

Attention: Jimmy Hazel

Phone: (416) 406-0115

Attention: Contractors Signatory to Appendix "A"

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

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

29 POLICE REFERENCE CHECKS

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

If your company is the successful provider for the services outlined in the proposal, your company will be requested to contact the TDSB Police Reference Check office at 416-393-0759 to obtain instructions and the necessary forms to obtain Police Reference Checks for your company's employees who will be the service providers to the Board.

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

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

Negative CPIC:

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

Positive CPIC:

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

Negative Full Disclosure:

- If the second or "full disclosure" report is negative, the employee can continue to work on TDSB sites. A copy of the second or "full disclosure" report must be provided to the TDSB PRC office.

Positive Full Disclosure:

- If the second or "full disclosure" report is positive, it is expected that you will direct the employee to present a copy of the "full disclosure" report to the TDSB PRC office. Your company will be expected to direct such employee to cease working on TDSB sites until cleared by the TDSB PRC office.

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

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

30 ACKNOWLEDGEMENT

I/we have read, understand and agree to comply with the terms and conditions as stated in this document.

(Please type or print)

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

CELL PHONE: _____

PAGER NUMBER: _____

FACSIMILE: _____

E-MAIL ADDRESS: _____

WEB SITE: _____

SIGNATURE OF RESPONSIBLE OFFICER

(Please type or print name)

DATE: _____

END OF "REQUEST TO BIDDERS"

AGREEMENT TO ABIDE BY ESTABLISHED PROCESS

The Board has advised the Board's trustees, members, staff and agents that the integrity of the Bidding process requires observance of the following ground rules:

1. All communications, including requests for information, between Bidders and the Board must be between only the representatives of the Board and of each Bidder who have been authorized and designated for that particular purpose.
2. Apart from the communications between and among the designated representatives, there must be no communication between the Board and any representative of Bidder, and no giving of information with respect to the Bid processes and the
3. Any attempt on the part of any Bidder, or any of its employees, agents, contractors or representatives to contact any persons other than the designated representatives with respect to the Bid or the Bidding process or any action or violation of the above requirements shall be grounds for disqualification, and the Board may, in its discretion, in addition to any other rights or remedies available at law, reject any potential or actual submission, proposal or Bid submitted by Bidder.

Bidders must accept and agree to observe the contents of this "Agreement to Abide by the Established Process", inform their staff and agents thereof, and ensure their compliance therewith.

This agreement must be signed by a person who has the authority to bind Bidder and be submitted with the Bid.

Bidders must accept and agree to observe the contents of this "Agreement to Abide by the Established Process", inform their staff and agents thereof, and ensure their compliance therewith.

This agreement must be signed by a person who has the authority to bind Bidder and be submitted with the Bid.

Certification :

Accepts, and undertakes to ensure compliance with the terms of the Agreement to Abide by the Established Process.

Company Name _____

Signature of responsible officer

Date _____

