



**CAFETERIA FOOD, BEVERAGE, SERVING PRODUCTS &
VENDING MACHINE SUPPLIES
Request for Tender (RFT)**

Contract Number: #RFT20-04D

**Submission Deadline:
Wednesday, August 28, 2019 at 2:00:00 P.M. local time
(Eastern Time Zone)**

For: Lakehead District School Board
Thunder Bay, Ontario

Issue Date: Friday, August 16, 2019

This tender will be received by:
Purchasing Department, 3rd Floor
Lakehead District School Board
2135 Sills St., Thunder Bay, ON, P7E 5T2

Lakehead District School Board RFT Contact:
Dave Stewart, Buyer
E-mail: david_stewart@lakeheadschoos.ca
Phone: 807-625-5235/ Fax: 807-626-9241

The Form of Offer being part of this document must be signed by an authorized representative for the bidder's submission to be valid.

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SECTION 1: INTRODUCTION

Lakehead District School Board ('LDSB' or Board') is a publicly funded educational facility with its head office located at the Jim McCuaig Education Centre, 2135 Sills Street, Thunder Bay, ON. LDSB currently operates 24 elementary and 3 secondary school buildings and employees approximately 1,150 academic and support staff. Further information about LDSB can be found on the Board's website at: www.lakeheadschoools.ca.

1.1 OVERVIEW

Lakehead District School Board invites submissions to this Request for Tender (RFT) for the supply and delivery of food, beverage and vending machine supplies as required by the Board's three (3) secondary school cafeterias during the school year. These cafeterias are self operated by LDSB staff and require adequate inventory for preparation of lunches for sales. Submissions may be for any or all categories listed. Bids must be submitted in accordance with the instructions, specifications and requirements set out in this document to this request.

1.2 OBJECTIVES

The Board's main objectives work with qualified suppliers to provide high quality food, beverage, vending machine supplies and service for the cafeterias. All items to be supplied must be in compliance with Ontario's Ministry of Education – School Food and Beverage Policy (PPM150), effective September 1, 2011. This policy applies to all publicly funded elementary and secondary school cafeterias that offer food and beverages for sale at cafeterias and vending machines. All foods and beverages are classified in three (3) categories: a) Sell Most; b) Sell Less; and c) Not Permitted for Sale. All foods, regardless of category, must also comply with Ontario Regulation 200/8 "Trans Fat Standards" to ensure trans-fat is not present in food and beverages sold in schools.

1.3 CONTRACT

The awarded Bidder(s) will be required to enter into an Agreement with LDSB for a period of one (1) year, commencing on or about September 1, 2019 with the option to extend for up to one (1) additional one (1) year period, upon mutual agreement of both parties, at the discretion of LDSB

LDSB will issue a Form of Agreement to the successful bidder upon notification of contract award. A Standing Purchase Order will be issued by LDSB to the awarded bidder(s).

SECTION 2: TENDER SUBMISSION GUIDELINES – INFORMATION, INSTRUCTION AND REQUIREMENTS

2.1 GENERAL INFORMATION AND INSTRUCTIONS

RFT Submission Timetable

The following is the schedule for this RFT. “Time” indicated is represented in Thunder Bay “Local Time”.

Events	Dates and Times
Issue Date of the RFT	Friday, August 16, 2019
Bidder’s Deadline for Questions	Wednesday, August 21, 2019 4:00:00 p.m. local time
Deadline for Issuing Addenda	Thursday, August 22, 2019 4:00:00 p.m. local time
Tender Submission Deadline – Armstrong Elementary School, Armstrong	Wednesday, August 28, 2019 2:00:00 p.m. local time
Award	Issue Date – Time of Award Thursday, August 29, 2019

Structure of Responses to this RFT

Bidders should structure their bid submissions in accordance with the instructions in this RFT request. LDSB Standard Terms & Conditions for Procurement Requests attached and all other specifications, and terms and conditions in this document will apply. Bidders are required to ensure the necessary documents are completed and submitted with their bid. It is the responsibility of the bidder to ensure all requirements of this RFT are met.

Inquiries

Bidders shall promptly examine all of the documents comprising this RFT and shall report any errors, omissions or ambiguities and may direct questions or seek additional information in writing to: Dave Stewart, Buyer, by email (david_stewart@lakeheadschoos.ca) no later than **4:00:00 p.m., Wednesday, August 21, 2019**. Questions will not be accepted after this date. The Board reserves the right to distribute in the form of an addendum any or all questions and answers to other Bidders. Information from any other source is not official and should not be relied upon.

LDSB and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFT or issued by way of addenda. It is the bidder’s responsibility to avail itself of all necessary information to prepare a tender in response to this RFT.

Addenda

This RFT will only be amended by an addendum. If the LDSB, for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be emailed directly to each invited bidder. Each addendum shall form an integral part of this RFT.

Bidders shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Offer – Appendix B.

If any addendum is required after the Deadline for Issuing Addenda, LDSB may, at its discretion, extend the Submission Deadline for a reasonable amount of time.

Submission Instructions

Bids must be submitted in a sealed package with the Submission Label provided in Appendix C affixed to the outside.

Tender submissions must contain: ONE (1) Original document (prominently marked "ORIGINAL") completed and signed in ink by an authorized representative and ONE (1) copy of the original submission (marked "COPY") of the following:

- a) Form of Offer – Appendix A
- b) Company Profile – Appendix C
- c) Returns, Shortages & Damaged Goods – Appendix D
- d) References – Appendix E
- e) List of Subcontractors – Appendix F (if applicable)
- f) Cost Summary Sheets – Appendix G (attached excel document with three (3) tabs at the bottom for pricing)

Tenders must be submitted to the address indicated on the Tender Submission Label between the hours of 8:30 a.m. and 4:00 p.m. (Local Time), Monday through Friday (excluding Statutory Holidays), AND NO LATER THAN THE SUBMISSION DEADLINE DATE AND TIME.

Tenders received after the Submission Deadline will be deemed late, disqualified and returned unopened to the bidder at the bidder's expense. For the purpose of calculating time, US Naval Observatory Master Clock at the prescribed LDSB location shall govern.

Bids submitted in any other manner will be disqualified. Bids received by fax, e-mail or any other electronic submission will not be accepted. LDSB does not accept responsibility for submissions directed to any location other than the submission address indicated above and on the Submission Label.

The onus remains solely the responsibility of the bidder to instruct couriers/delivery personnel to deliver submissions to the exact location specified. Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

Bidders Shall Bear Their Own Costs

Bidders must bear all costs associated with or incurred in the preparation and presentation of their submissions.

RFT Incorporated into the Submission

All of the provisions of this RFT are deemed to be accepted by each bidder and incorporated into each bidder's submission.

No Incorporation by Reference

The entire content of the bidder's submission should be submitted in a fixed form and the content of websites or other external documents referred to in the bidder's submission will not be considered to form part of its submission.

Amending or Withdrawing Submissions Prior to Submission Deadline

At any time prior to the Submission Deadline, a bidder may amend or withdraw a submitted tender by providing written request to Dave Stewart, Buyer. This request must be signed by an authorized representative of the bidder's company.

Tender Opening

There will be no public tender opening.

LDSB May Seek Clarification and Incorporate Response into the Submission

LDSB reserves the right to seek clarification and supplementary information relating to the clarification from bidders after the Submission Deadline. The response received by LDSB from a bidder shall, if accepted by LDSB, form an integral part of that bidder's submission. LDSB reserves the right to interview any or all bidders to obtain information about or clarification of their submissions. In the event that LDSB receives information at any stage of the evaluation process which results in earlier information provided by the bidder being deemed by LDSB to be inaccurate, incomplete or misleading, LDSB reserves the right to revisit the bidder's compliance with the mandatory requirements and/or adjust the scoring of rated criteria.

Acceptance & Award of Contract

It is LDSB preference to award to bidder(s), whose submission is determined to be in the best interest of the Board. LDSB reserves the right to accept any tender, in whole or in part, that it feels most fully meets the evaluation criteria, therefore the lowest cost bid or any bid may not necessarily be accepted.

Selection of Bidder

Notice of selection by LDSB to the successful Bidder will be in writing. The successful bidder shall execute a Form of Agreement provided at time of award by LDSB and satisfy any other applicable conditions of this RFT within seven (7) days of notice of selection. This provision is solely to the benefit of LDSB and may be waived by LDSB at its sole discretion.

Failure to Enter into Agreement

In addition to all of LDSB's other remedies, if a selected bidder fails to execute the Agreement or satisfy any other applicable conditions within seven (7) days of notice of selection, LDSB may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that bidder and proceed with the selection of another bidder.

Contract Award

A LDSB Standing Purchase Order will be issued to the awarded supplier(s) for commencement of service. Commencement of Services will not begin until the supplier is in receipt of the LDSB Purchase Order covering the requirements of this contract. Only upon mutual agreement of renewal of this contract will a new purchase order be issued.

The supplier will not enforce any terms or conditions beyond the terms and conditions of this request. Evergreen clauses will not be enforced or applied to this contract.

Notification of Award

All bidders will be notified in writing of the outcome of the procurement process, after the award of the contract.

Misrepresentation or Inaccurate Information

The Board, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to the successful bidder in the event that the Board determines that the successful bidder made a misrepresentation or submitted any inaccurate or incomplete information in its submission.

Performance Review

All suppliers are evaluated for performance and all documentation is kept on file by LDSB. Where the standard is not being met, the Board will conduct an investigation and follow up with the Supplier.

Non-Performance

The Board reserves the right to purchase goods outside the terms of this contract if the Supplier(s) is unable to fill orders in an acceptable amount of time. LDSB shall have the right to assess and collect from the bidder any damages and costs that are incurred by the Board as a result of the bidder's failure to perform. Performance shall be deemed the essence of this contract. The Board reserves the right to terminate the contract if service is unsatisfactory.

SECTION 3: SPECIFIC REQUIREMENTS

3.1 SCOPE OF SERVICE

It is the policy of LDSB that all schools and worksites foster healthy nutrition environments and implement food practices to support the wellness of students and staff in line with the current edition of Eating Well with Canada's Food Guide. In following that policy, the Board requires suppliers who can provide the healthy products requested and meet the delivery timelines established without interruption.

With the approval of Ontario's Local Food Act 2013, LDSB has been working to bring local foods to the Board's cafeterias. The goal is to increase the purchase of sustainable Ontario grown foods for the cafeterias and identifying where they can be sourced. Local Foods is defined as "food produced or harvested in Ontario." The Local Food Act includes provisions to establish targets "encouraging increased use of local food by public sector organizations." Local producers of meat and produce are invited to bid or join with existing distributors in their bid for this RFT.

Bidders are to have a minimum five (5) years' experience and actively engaged in this line of food/vending service. All bidders must have a warehouse, distribution centre and/or plant in the Thunder Bay area (defined as within a radius of 50 km of the City of Thunder Bay). This site must maintain adequate inventory to meet the ongoing demands of the Board's cafeterias.

3.2 LDSB SUPPLIES STRATEGY

LDSB will work collaboratively with the supplier(s) to continuously develop and refine to offer a mix of food, beverage and vending options that best suits the cafeterias while complying with Ontario Ministry guidelines. This relationship will enable LDSB to provide students with a variety of options for hot and cold lunches as well as snacks at a competitive price, while encouraging healthy eating choices incorporating local foods in this mix.

The supplier(s) will be required to work with Dave Stewart, Buyer – LDSB Purchasing Department, throughout the duration of the contract on all matters including sourcing and providing alternate healthy products when requested. The Board must ensure and enforce that all vendors and cafeteria staff complies with all Ministry guidelines as listed in PPM150.

The Board retains sole discretion over all products approved and selected for sale. These products will make up the core list and must be assigned specific product numbers for ease of ordering. The core list will continue to evolve and be developed throughout the duration of the contract as changes to the approved menu may be integrated. The goal is to create imaginative and age appropriate menus throughout the year. The Board will conduct periodic taste tests with students throughout the school year, which may facilitate those changes. Any items on the core list that are discontinued must be communicated to the Board's Purchasing Department as soon as possible upon receipt of the order. A recommended substitution that will meet or exceed Ministry Nutritional Guidelines must be provided promptly.

3.3 LOCATION OF ORDERING SITES

Hammarskjold High School – 80 S. Clarkson Street, Thunder Bay, ON P7B 4W8
Superior CVI High School – 333 N. High Street, Thunder Bay, ON P7A 5S3
Westgate CVI High School – 707 S. James Street, Thunder Bay, ON P7E 2V9

3.4 APPROVED PRODUCTS & PRICING

The Board has compiled a list of approved products that have been predetermined as meeting the established Ministry Nutritional Guidelines. Bidders must submit pricing on the attached Cost Summary Sheets – Appendix G, there are three (3) sections, in the designated columns. Above each sub category is a brief explanation of the nutritional requirements and some examples of items required. LDSB does not offer guarantee of volume for any items as orders can fluctuate based on customer (student) demand. An approved list of serving products (i.e. plates, cups, etc.) is included in the RFT for pricing. It must be indicated on the attached Cost Summary Sheets – Appendix G whether your company is bidding to specifications, or on an EQUIVALENT substitute. It is not the intent of these specifications, unless otherwise noted, to exclude brands of equal value which have been approved by LDSB. Any equivalents will be considered provided they meet all the nutritional requirements as outlined in PPM150.

The Ministry has provided a Nutrition Standards Tool Calculator to determine which category any food and beverage for sale fall under (<http://hs.curriculum.org/sb/nst>). Bidders are to use this site to verify any equivalent products to ensure they are compliant. Equivalent products submitted in your bid must include the **Nutritional Facts Table** (i.e. saturated fat, sodium, fibre) **and Ingredients List** with your submission on a separate sheet as supporting documentation. Equivalent products submitted in your bid will be reviewed.

If the Bidder does not indicate the products they are proposing to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact brand as described in the Cost Summary Sheets – Appendix H specifications.

Any locally/Ontario Own produced items must be identified in Cost Summary Sheets – Appendix G, Sections I and II, as well as any seasonal restrictions to when and how often these items can be ordered.

Where an equivalent substitute product is quoted, the bidder is to identify the different brand and package size and in the 'Equivalent Brand & Size' Area on the Cost Summary Sheets – Appendix G for that item. The unit cost is still required to be entered in the 'Unit Cost' column.

LDSB reserves the right to request samples for any equivalent products bid to determine acceptability and compliance. Samples must be made available within three (3) working days upon request. All samples must be submitted with accompanying documentation (including **Nutritional Facts Table, Ingredients List**) and are to be furnished free of charge. Each sample must be labeled with the supplier's name and manufacturer's brand name and product number.

The mechanism for price increases will be as follows. All submitted pricing will remain firm for the first six (6) months of this contract (except for fresh produce). Dave Stewart, Buyer – LDSB Purchasing Department must receive any price adjustment requests in writing 30 days prior to each six (6) month increments of the contract date for consideration of potential implementation. Any request must be accompanied by documentation from food industry sources and manufacturers on their letterhead. This will allow the Board time to review and approve the increases if they are deemed acceptable. This process will give the Board the ability to set stable menu prices throughout each semester.

3.5 ORDERING & DELIVERIES

Orders will be placed by each secondary school's Cafeteria Manager to coincide with their approved menu timetable. Delivery schedules and frequency will be predetermined and agreed upon between the Cafeteria Managers, LDSB Purchasing Department and the successful supplier(s). The agreed upon delivery dates (i.e. Monday, Wednesday) and times are crucial to the operation of each cafeteria and any variance in that schedule must be reported prior to, in the event alternate arrangements must be made. The cafeterias serve meals at lunch so deliveries between 11:00 a.m. and 1:00 p.m. are not acceptable. Deliveries must be prior to the lunchtime schedule.

Each ordering cafeteria reserves the right to cancel any backorders, which must be kept to a minimum. Delays in back ordered items must be conveyed to the ordering cafeteria manager and to Dave Stewart, Buyer – LDSB Purchasing Department. In the event the successful supplier(s) is unable to fill an order in a timely fashion or provide approved products requested, LDSB at its own discretion, reserves the right to purchase supplies from other suppliers immediately.

Deliveries must be F.O.B. Destination unloaded at the ordering school's cafeteria in a designated location when it is open and staff is present. No delivery charges will be accepted.

3.6 QUALITY CONTROL

All products delivered must be labelled (including expiry dates), packaged properly and are subject to inspection by the receiving location. Each product must meet minimum government quality and grading standards. No dented cans, cans with swollen tops/bottoms or rusted cans are permitted. All products must have a visible best before date and that date must allow each location an adequate amount of time for sales or use in creating items on the menu. Any products deemed inferior, spoiled or damaged will be returned at the supplier's expense with appropriate credits to be issued. Continuous delivery of these types of products shall result in the orders being given to an alternate supplier chosen by the Board.

Fresh fruits and vegetables are critical to the meals served at the cafeterias. Every attempt must be made to ensure all produce is clean, wholesome, free from decay, spoilage and unblemished. Restricted time lines do not always allow replacement of spoiled produce meaning it is critical all goods received are usable. The shelf life of these products must be more than the day they are delivered.

Suppliers are to list on a separate sheet on to company letterhead their procedure for checking fresh produce before it is shipped to ordering location. The supplier(s) is to have available a courier or delivery option to pick up the ordered produce from an alternate source when they themselves cannot fill the order. This requirement would be on an emergency service basis only.

3.7 VENDING MACHINES

LDSB owns five (5) vending machines that dispenses snacks and has an agreement with our current beverage supplier, to provide an additional beverage machines and four (4) single door coolers. Bidders will be responsible for supply only of products as cafeteria staff is responsible for loading those machines as per existing union agreement. The locations of the machines will remain in their existing places on site. The Board will be responsible for paying the cost of any repairs to those machines it owns.

The supplier(s) must be able to provide on a weekly basis, sufficient replenishment for allowance of acceptable stock in all machines throughout each school to maximize sales. After award, the successful

supplier(s) will be asked to offer suggested retail selling costs for all vending machine products to be implemented. The Board will have final approval on listed selling costs.

3.8 EXEMPTIONS FOR SPECIAL EVENTS

The principal/vice principal at each school may designate up to ten (10) days during the school year as special event days or “free days” on which food and beverages sold in the schools are exempt from the nutrition guidelines in PPM150. A request for such a day from ordering cafeterias must be received from or approved by Dave Stewart, Buyer, LDSB Purchasing Department who will confirm with ordering school’s principal/vice principal. No deliveries are allowed for these days without that approval and a copy of the order is to be submitted by e-mail to david_stewart@lakeheadschoools.ca prior to. The cafeterias will be instructed to give as much notice as possible for these events.

3.9 CUSTOMER SERVICE & SUPPORT

Customer Service is critical for the management of this contract. Designated sales representatives are to be listed in the Form of Offer - Appendix A to manage the Board’s account throughout the length of the contract. These representatives are to be available during business hours to address any questions or concerns regarding product information, product quality and resolution of any service related issues. An outside sales representative must also be available to meet with Cafeteria Managers when called upon. Questions regarding invoicing must be resolved in a timely manner, while other emergency responses will require immediate attention.

3.10 REPORTS

The successful supplier(s) will be required to produce, when requested, at no additional cost, monthly sales reports during the contract period, detailing the products purchased. These reports are to be furnished to the Board’s Purchasing Department upon request in electronic format (preferably Excel format) within five (5) working days and must include:

- Item Usage, detailed description of products with corresponding product numbers, pricing verification and total purchases of contracted and non-contract items (extended totals) per ordering location, origin of source (local, Ontario, other)
- Back Order Reports including products, quantities and ordering location
- List of products no longer available and corresponding approved substitutes now being used
- Weekly Reports of fresh produce pricing is to be e-mailed out weekly

3.11 SUBCONTRACTING DISCLOSURE

Suppliers who partner with local vendors must list them as subcontractors. Subcontracting of any portion of the described services must be included with the supplier’s submission using Appendix F – List of Subcontractors. The request should include reason(s) for all necessary information regarding the subcontractor (i.e. experience, product availability, and contact information). Suppliers shall not indicate “To Be Determined” or similar wording when listing subcontractors.

Any products and deliveries undertaken by approved subcontractors will be the responsibility of the successful supplier(s). The Board reserves the right to reject a proposed subcontractor for reasonable cause. Subcontracting agreements made by the successful supplier does not release them from any obligation to LDSB with respect to performance of this contract.

3.12 INVOICING AND PAYMENT

- Payment terms are Net 30 days from receipt of approved invoice and final acceptance by the receiving location, unless otherwise agreed upon.
- Each order will be invoiced separately and each invoice must clearly state the Standing Purchase Order Number and Shipping Location.
- Each invoice must be broken down by: detailed item description (not just supplier product number), cost per item (not overall cost of invoice).
- Invoices are ONLY to be sent directly to: LAKEHEAD DISTRICT SCHOOL BOARD, ACCOUNTING DEPARTMENT, 2135 Sills Street, Thunder Bay, ON, P7E 5T2.

SECTION 4: TENDER EVALUATION

4.1 REQUIREMENTS

The Bidder is responsible to ensure all requested requirements within the tender document are addressed in order to facilitate a full evaluation by the Board. Evaluations will be based on the following, but not limited to:

- Pricing Structure to LDSB
- Customer Service & Support - Appendix C - Company Profile
- Adherence and compliance to nutritional guidelines on proposed products
- Delivery Capabilities
- Inventory and Fill Rate
- Experience and reputation of supplier
- References (each submission shall include completed References Form – Appendix E, and include two (2) references, preferably from contracts of similar size and complexity)

Bidders must address the following in their submission if applicable:

- Seasonal restrictions on produce (pg. 9)
- Nutritional Facts Table & Ingredients List for any alternate products being bid (pg. 9)
- Procedure of checking fresh produce before shipment (pg. 10)

APPENDIX A – FORM OF OFFER

REQUEST FOR TENDER

FOR

#RFT20-04D

CAFETERIA FOOD, BEVERAGE, SERVING PRODUCTS &
VENDING MACHINE SUPPLIES

For Lakehead District School Board
Thunder Bay, ON

Submitted by:

LATE SUBMISSIONS WILL NOT BE ACCEPTED
SUBMISSIONS RECEIVED BY FAX, E-MAIL, TELEPHONE, OR ANY OTHER ELECTRONIC DEVICE WILL NOT BE ACCEPTED
THE LOWEST OR ANY TENDER WILL NOT NECESSARILY BE ACCEPTED

APPENDIX A – FORM OF OFFER

Each Submission **must** include a Form of Offer completed and signed by an authorized representative of the Bidder together with the requirements of the RFT document.

1. Company Information

COMPANY NAME: _____

2. Offer

The Bidder has carefully read and examined the RFT document and has a clear and comprehensive knowledge of all terms and conditions required under the RFT. By submitting a response to this RFT, the Bidder agrees and consents to all terms, conditions and provisions of the RFT, and agrees to provide the goods and services in accordance with the Specifications provided, at the prices set out in the Cost Summary Sheets – Appendix H, if selected for an award of contract.

3. Submission Package

The Bidder has completed and included as part of their submission: Appendix A – Form of Offer; Appendix C – Company Profile; Appendix D – Returns/Shortages/Damaged Goods; Appendix E – References; and Appendix G – Cost Summary Sheets all in accordance with the requirements of the Tender Document.

4. Invoicing & Payment

The Bidder is deemed to have read and accepted all terms in regards to Invoicing and Payment.

5. Addenda

The Bidder is deemed to have read and accepted all addenda issued by Lakehead District School Board. The onus remains on the Bidder to make any necessary amendments to their Submission based on the addenda. The Bidder must acknowledge all Addenda that have been issued by the Board.

Number of Addenda Acknowledged (#'s)	
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6. Bid Irrevocable

The Bidder agrees that its Submission shall be irrevocable for sixty (60) days following the Submission Deadline.

7. Disclosure of Information

The Bidder hereby agrees that any information provided in this Submission, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this Submission to Lakehead District School Board to the Boards advisers retained for the purpose of evaluating or participating in the evaluation of this Submission.

APPENDIX A – FORM OF OFFER CONTINUED

8. Conflict of Interest

The Bidder must disclose if there is an actual or potential Conflict of Interest relating to the preparation of its Submission, and/or the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFT.

INSTRUCTIONS TO BIDDER: The Bidder must check the box which applies.

- The Bidder declares that it **has** a conflict of interest.
- The Bidder declares that it **does not have** a conflict of interest.

If the Bidder declares an actual or potential Conflict of Interest, the Bidder must set out below details of the actual or potential Conflict of Interest:

The Bidder agrees that, upon request, the Bidder shall provide LDSB with additional information from each individual identified above in the form prescribed by LDSB.

9. Tax Compliance Declaration Form

Bidders are advised that any contract with Lakehead District School Board requires a declaration from the successful bidder that the bidder's provincial taxes are in good standing. In order to be considered for a contract award, the respondent must submit the following tax compliance status indicating the following consent to disclosure:

DECLARATION

I /WE hereby certify that _____
(Legal name of Bidder)

at the time of submitting its Submission, is in full compliance with all tax statutes administered by the Canada Revenue Agency and that, in particular, all returns required to be filed under all federal/provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

CONSENT TO DISCLOSURE

I/We consent to the Canada Revenue Agency releasing the taxpayer information described in this Declaration to LDSB issuing the RFT as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Canada Revenue Agency.

Dated at this _____ day of _____, 2019.
(Date) (Month)

Bidder confirms as Acknowledged: _____
(Bidder's Signature)

APPENDIX A – FORM OF OFFER CONTINUED

10. Execution of Agreement

Submission of a bid constitutes acknowledgement that the bidder has read and unless otherwise indicated in the bidder’s submission understands and agrees to be bound by the terms and conditions in this Request for Tender and will execute a contract if the bidder is selected for an award of contract in accordance with the terms of this procurement request.

Printed Name & Title of Bidder Representative		Printed Name of Witness	
Signature of Bidder Representative		Signature of Witness	
Date:			
E-mail of Representative:			
Phone Number of Representative:			
I have authority to legally bind the company			

Intentionally Left Blank

APPENDIX B – SUBMISSION LABEL

AFFIX THIS LABEL TO YOUR SUBMISSION PACKAGE ENVELOPE (cut along perforated lined)

Bidder to complete the following:

(Full legal name and address)

NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

RFT SUBMISSION:

#RFT20-04D

CAFETERIA FOOD, BEVERAGE, SERVING
PRODUCTS & VENDING MACHINE SUPPLIES

SUBMISSION DEADLINE:

Closing Date: Wednesday, August 28, 2019

Closing Time: 2:00:00 pm (Local Time)

**TO: Lakehead District School Board
Purchasing Department
2135 Sills Street
Thunder Bay, ON P7E 5T2
Attention: Dave Stewart, Buyer**

NOTE:

The onus remains solely the responsibility of the Bidder to instruct couriers/delivery personnel to deliver submissions to the exact location and floor, specified above by the Submission Deadline. Bidders assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

IMPORTANT INSTRUCTIONS:

Bids must be submitted in a sealed package(s) to the address indicated on the RFT Submission Return Label between the hours of 8:30 a.m. and 4:00 p.m. local time (Eastern Time Zone), Monday through Friday (excluding Statutory Holidays), AND NO LATER THAN THE TENDER SUBMISSION DEADLINE DATE AND TIME NOTED ABOVE.

LDSB does not accept responsibility for tender submissions directed to any location other than the address indicated on the label above.

Failure to affix this Label to your submission envelope/package may also result in submissions not being recognized as a tender submission. This could result in your submission arriving late at the prescribed office and will be deemed late and disqualified.

Submission received by Fax or any other kind of electronic transmission will be rejected.

Intentionally Left Blank

APPENDIX C – COMPANY PROFILE

GENERAL INFORMATION:		
Legal Company Name:		
Facility Address :		
City:	Province:	Postal Code:
Phone:	Fax:	
E-mail:	Website:	
Customer Service Representative For this Contract:		
Customer Service Representative: PH/FX/EMAIL		
Days & Hours of Operations:	DELIVERY SERVICE: <input type="checkbox"/> Yes <input type="checkbox"/> No	Fill Rate %:
PAYMENT ADDRESS (IF DIFFERENT FROM ABOVE)		
Legal Company Name:		
Address:		
City:	Province:	Postal Code:
Phone:	Fax:	E-mail:
OWNERSHIP & ORGANIZATION:		
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Registered Partnership <input type="checkbox"/> Corporation	Nature of Business: <input type="checkbox"/> Manufacturer/Converter <input type="checkbox"/> Wholesale/Distributor <input type="checkbox"/> Other:
Financial Gross Annual Sales:		Number of Employees & Staff Positions:
How Long In Business:		Year Established:
I declare that the information given is true to the best of my knowledge and belief.		
Representative Name & Title: (Please Print)		
Signature:		Date:

APPENDIX D – RETURNS/SHORTAGES/DAMAGED GOODS

This form must be completed and submitted with your bid.

Bidder's Company Name:	
-------------------------------	--

RETURN GOODS POLICY

Contact Person			
Phone Number		Fax Number	
E-mail			
Return Address			
Process to Return Goods			

- | | |
|--------------------|--|
| Expediting Orders | <input type="checkbox"/> SAME AS ABOVE |
| Shipment Shortages | <input type="checkbox"/> SAME AS ABOVE |
| Shipment Damages | <input type="checkbox"/> SAME AS ABOVE |

If Expediting/Shortages/Damages Contact is different than above:

Contact Person			
Phone Number		Fax Number	
Email			

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

APPENDIX E – REFERENCES

BIDDER NAME: _____

Company Name:			
Company Address:			
Contact Name & Title:			
Contact Phone:		Contact E-mail	
Contract Details:			

Company Name:			
Company Address:			
Contact Name & Title:			
Contact Phone:		Contact E-mail	
Contract Details:			

APPENDIX F –LIST OF SUBCONTRACTORS

BIDDER NAME: _____

Name of Subcontractor	Address of Subcontractor	Service to be Subcontracted

STANDARD TERMS AND CONDITIONS FOR PROCUREMENT REQUESTS

These Standard Terms and Conditions for Procurement Requests form a part of each procurement document and apply in like force for the purchase of materials, supplies, equipment and services. All procurement requests called for by Lakehead District School Board, also referred to as LDSB or the Board, will bind bidders to the terms and conditions herein set forth.

Where conditions within a procurement document are contrary to these Standard Terms and Conditions for Procurement Requests, the conditions specified in the procurement document will prevail.

BID SUBMISSION:

1. Bids must be legible in ink or typewritten and submitted on and in accordance with the instructions and forms provided in the LDSB procurement document. Alterations, erasures, or modification by any means to the original document is not permitted under any circumstances. Tampering with the original documents may result in bid disqualification.
2. Bid submissions must be in English only. Submission documents received by LDSB not in the English language will be disqualified.
3. Submissions must be received in a sealed envelope clearly indicating the procurement name, number, the bidder's name and address and any other information that may be requested in the procurement document.
4. Submissions or amendments received by fax, e-mail, or telephone WILL NOT be accepted unless otherwise specified in the procurement document.
5. All submissions which are received by the stated closing time may be opened publicly, at the discretion of the Board. The disclosure of information provided will be limited to the names of the bidders, and only if applicable, the total bid price.
6. Any bid received by the Purchasing Department later than the time and date specified WILL NOT BE CONSIDERED, and will be returned at the Bidder's request and expense. The time and date referenced in an LDSB procurement document will be Thunder Bay, ON Local Time. For the purpose of documenting time, the web clock NRC (National Research Council Canada) official time at the submission location, shall govern.
7. Submissions will remain irrevocable in the form submitted by the bidder for a period of sixty (60) days from the closing date and time of the procurement process, unless otherwise specified in the procurement document.
8. The bidder will not rely upon any oral or written information or representation provided to them by anyone other than the LDSB contact person referenced in the procurement document, and any written addenda to this document. Lobbying during the competitive procurement call or "black out period," is prohibited. This includes any communications with anyone other than the LDSB contact from the time of issuance of procurement document, up to and including the time of award. All correspondence in regard to the procurement document and specifications must be directed to the LDSB contact person named in the document.

The bidder is required to promptly examine all of the documents and report any errors, omissions or ambiguities, and direct questions or seek additional information in writing, on or before the deadline for questions.

It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear. LDSB will not be responsible for any misunderstanding on the part of the bidder concerning the procurement request or its process.

9. If applicable, the bidder will be required to sign a Tax Compliance Declaration Form as confirmation of the bidder's compliance with all tax statutes administered by the Ministry of Revenue for Ontario. This will serve as verification that the bidder's provincial taxes are in good standing.
10. The bidder will be required to sign a Declaration of Conflict of Interest statement to indicate whether there is a perceived, actual, or potential conflict. If, at the sole and absolute discretion of LDSB, the bidder is found to be in a conflict of interest, LDSB may disqualify the bid. Where LDSB discovers a bidder's failure to disclose an actual or potential conflict of interest, LDSB may disqualify the bidder or terminate any contract award to that bidder pursuant to this procurement process.
11. In accordance with Ontario regulations regarding the Safe Schools Act, LDSB at its discretion, may request a Police Records Check for a service provider. Failure to provide the documentation may disqualify the bid
12. In responding to a procurement request, bidders must not submit alternative strategies or solutions unless more than one is expressly requested in the procurement document or is approved by written request prior to the final addendum release date. In the event more than one solution is requested, it must be treated as a separate bid and submitted in another sealed envelope following the guidelines of the procurement document.
13. A submission that includes the bidders own contract, terms and conditions, options, variations, or contingent statements that are contrary to or inconsistent with the terms set out in the procurement document, may be disqualified. If a submission is not disqualified despite such changes or qualifying statements, the terms and conditions of the procurement document will prevail over any requested changes and will be confirmed and mutually agreed upon by both parties at the time of contract acceptance.
14. A bidder may request to withdraw or amend their submission prior to the closing date and time. Requests may be initiated by the bidder or may be a result of information provided by addenda. Amendments should clearly indicate what part of the submission it is applicable to or if the submission is being replaced in its entirety.

Such requests must be made in writing and signed by an authorized representative of the bidder's company, to the LDSB contact person referenced in the procurement document. LDSB is under no obligation to return amended or withdrawn submissions. LDSB will return unused samples and exhibits at the supplier's request and expense.

15. Bid securities, if required, will be outlined in the procurement document binding the bidder to fulfill the obligations of the procurement process. Bids will be disqualified for failure to include requested bid securities that may include a bid bond or certified cheque, performance bond, labour & materials payment bond, maintenance bond or letter of agreement to bond. If bidders elect to submit a certified cheque as a bid deposit, the LDSB will not pay interest on the deposit. The certified cheque will be returned as soon as possible after award, to the unsuccessful bidders.

16. If required, a one-time mandatory site visit may be held. It is the sole responsibility of all potential bidders to arrive on time. All bidders must sign in prior to the inspection. Only contractors represented at the mandatory site visit will be eligible to submit a bid. If a sub-contractor, with his attendance, is representing a prime contractor, this must be acknowledged on the sign-in sheet or the contractor will have been deemed to have not attended and will not be allowed to submit a bid.

In the event only one potential bidder attends the site visit, LDSB reserves the right to re-schedule a second visit, to ensure competitive submissions are received.

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

For purpose of the procurement process, definitions of Equivalent and Alternate Products are as follows. **EQUIVALENT PRODUCT** is a substitute item to the item requested that is not identical, **but equal or better** to the product requested, having sufficient common specifications to be capable of being used for the same purpose and achieving equivalent results. **ALTERNATE PRODUCT** is a substitute item that does not fully meet the requirements of the requested product, but in the opinion of the bidder, achieves the same results.

LDSB reserves the right to inspect or test any substitute offered to determine equivalency and may require demonstrator or sample items in order to be able to evaluate the substitutes proposed. LDSB is the sole judge as to whether substitute products are considered equivalent or acceptable and meet the intent of the original mandatory requirement.

In submitting a bid on an item other than as specified, the bidder must include with the submission complete technical data and descriptive literature with respect to the substitute item proposed, unless otherwise stated in the procurement document. **FAILURE TO DO SO MAY RENDER THE BID INVALID.** Consideration will be given to bids submitted on substitute items to the extent that such action is deemed to serve the best interests of LDSB.

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

18. Samples, when requested, are to be submitted strictly in accordance with instructions of the specific procurement document; otherwise the bid may be disqualified.
19. Unless otherwise stated in the procurement document, the bidder will warrant that all goods, materials and equipment supplied under the contract will be new and of the latest model, be good, merchantable quality and conform to the product description and/or application specified in the procurement document. It shall be understood that all the equipment and parts which are usually provided in the manufacturer's stock model shall be furnished.
20. LDSB reserves the right to reject any materials that differ from our specifications or differ from the approved samples submitted. Any rejected materials will be returned at the supplier's expense.
21. All shipments must comply with WHMIS Classification, Labeling and MSDS Requirements, all in strict accordance with the WHMIS Legislation or shipments will be refused by the LDSB and returned at the supplier's expense. A Material Safety Data Sheet must accompany each shipment.

22. All electrical and mechanical equipment must be CSA/ULC and/or Electrical Safety Authority approved.
23. The bidder shall keep all Board technical information, specifications, drawings, designs, building and floor plans and other documentation relating to the business or activities of the Board, confidential and secure and limit the disclosure of such information to only those of its directors, officers, employees, agents, partners, affiliates, and subcontractors who have a need to know for the purpose of providing the deliverables.

The bidder shall not use any intellectual property of the Board, including but not limited to, logos, registered trademarks, or trade names of the Board, at any time without the prior written approval of the Board.
24. Bidders must ensure that their participation in LDSB's competitive process is conducted fairly and without collusion or fraud.
25. The procurement process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

PRICING, PACKAGING AND DELIVERY:

26. All prices quoted must be in Canadian funds. Prices, unless otherwise requested in the procurement document must include all applicable duties, excise tax, customs clearance charges, fuel surcharges, and any other additional fees, but exclude the Harmonized Sales Tax (HST). The HST will be added to purchases at invoicing as applicable. Bid submissions that indicate extra charges will not be considered.
27. All suppliers of the LDSB are required to indicate the Harmonized Sales Tax as a separate line item on submissions and invoices. The supplier's Registered H.S.T. NUMBER must be indicated on all invoices.
28. Prices are to remain firm for the duration of the contract which unless otherwise noted, will be for a minimum period of one year from the initial contract date. Prices will not be considered firm if the conditions "subject to manufacturers" or "other increases beyond our control" are indicated.
29. Items, must be priced and extended in accordance with our specified units of measure.
30. In the event of any discrepancy between the unit price and the extension, the unit price shall govern.
31. Delivery must be FOB Destination, Freight Prepaid, unless otherwise indicated in the procurement document. FOB Destination, Freight Prepaid is mutually understood to mean the Seller pays the freight charges; bears the freight charges; owns the goods in transit; and files claims, if any, with the carrier. Items are to be delivered to any specified destination within the limits of LDSB.
32. Deliveries to all LDSB sites must include the cost of OFFLOADING OF GOODS at the designated receiving location within the building, unless otherwise indicated in the procurement document.
33. Goods shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packaging material or containers. The containers shall remain the property of LDSB unless otherwise stated in the specifications of the procurement document.

RIGHTS OF THE BOARD:

34. LDSB reserves the right to:

- a) make public the names of any or all bidders;
- b) request written clarification of the bidder's submission;
- c) assess a bidder's submission on the basis of:
 - i. a financial analysis
 - ii. information provided by references;
 - iii. checking references other than those provided by the bidder;
 - iv. the bidder's past performance on previous contracts awarded by the LDSB;
 - v. other relevant information that arises during the procurement process;
- d) waive minor informalities and irregularities and accept submissions which, in the sole judgment of LDSB, substantially comply with the requirements of the procurement;
- e) in the sole judgment of LDSB, deem submissions non-compliant if the submission contains major deviations and irregularities and/or does not comply with the terms of the procurement document, thereby compromising the integrity of the bidding processes
- f) disqualify any bidder whose submission contains misrepresentations or any other inaccurate or misleading information;
- g) make changes, including substantial changes, to the procurement requirements provided that those changes are issued by way of addenda;
- h) select any bidder other than the bidder whose submission reflects the lowest cost to LDSB or the highest score;
- i) award by item, or part thereof, groups of items, or parts thereof, or all items of the tender, or to reject any and all submissions in whole or in part.
- j) negotiate with the successful bidder, minor changes or variations to the bid without re-calling the procurement process, if deemed to be in the best interest of the Board.
- k) accept or reject submissions not properly completed;
- l) cancel the procurement process at any stage;
- m) where bids exceed the budget amount, negotiate the scope of work with the low bidder or issue a new request for the same or similar procurement
- n) reject any or all submissions;

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances. LDSB will not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any bidder or any third party resulting from LDSB exercising any of its express or implied rights indicated in these terms and conditions, or for reason of the non-acceptance by the LDSB of any bidder's submission, or by reason of any delay in its acceptance.

35. LDSB reserves the right to not accept submissions from any bidder who has a claim or has instituted a legal proceeding against the Board whether it is related or unrelated to the subject matter of the procurement document. This right of the Board applies to the bidding company and any of the company's subsidiaries or to any firm of which the principals of the company are associated, or any sub-consultant hired by the Consultant. It is the Consultant's responsibility to ensure the aforementioned are in good standing with LDSB.

EVALUATION AND AWARDS:

36. LDSB may assign a team to evaluate submissions, as required.
37. LDSB will evaluate responsive responsible submissions only. Responsive meaning one which meets all mandatory requirements and complies with the provisions of the procurement document. Failure to meet mandatory criteria will disqualify the bid.
38. LDSB may consider environmentally responsible and sustainable products and services as part of evaluation criteria based on need, affordability and cost effectiveness to LDSB. The bidder is encouraged to provide information on their commitment to providing environmentally sustainable products and services that support global awareness, reducing the impact on the environment and human health. Information may include, but not be limited to, the bidder's vision, strategies, practices, products and programs offered in making a positive difference to the environment.
39. Bids may be evaluated based on weighted criteria contained in the procurement documents, to determine which submission offers the best value and meets the objectives of the Board.

Where evaluation of criteria is tied, the process to resolve may differ depending on the procurement request. Resolution processes may include but not be limited to: bidder supplier presentations and demonstrations, reference checks, or site visits to bidder supplier location. Bidders will be given the new criteria that this next stage of the evaluation will be based on.

40. Where identical low price bids are received, the following options, as deemed appropriate by the Supervisor of Purchasing, may be considered to break the tie: prompt payment discount, best delivery, environmental initiatives offered, or a coin toss facilitated by the Supervisor of Purchasing or designate.

In the event of a coin toss, the bidder whose submission is date stamped the earliest, will call the draw. Bidders will be requested to sign a Tie Bid Declaration Form agreeing to abide by the result and waive any legal rights they may have against the LDSB.

41. A bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the procurement documents.
42. All bidders will be notified in writing of the outcome of the procurement process after the award of the contract.
43. For procurements valued at \$100,000 or greater, bidders who participated in the procurement process may request a debriefing. All requests must be in writing to the LDSB contact in the procurement document or the LDSB Supervisor of Purchasing, and must be made within sixty (60) days of award notification. The intent of the debriefing information session is to provide a critique of the submission discussing its strengths and weaknesses, to aid the bidder in presenting a better submission in subsequent procurement opportunities. LDSB will not disclose information in other bidders' submissions or engage in comparing the contents of any submissions.
44. Subsequent to a debriefing meeting, where a bidder believes that the competitive process has not been conducted in accordance with the process requirements contained herein, the bidder may file a bid protest. A bid protest must be submitted in writing citing the clause in the procurement document that has not been

adhered to, in the opinion of the bidder and the resultant effect on the bidder's submission. Bid protests must be received in writing by the LDSB contact person named in the document, within ten (10) days from the debriefing meeting. Any protest in writing that is not timely received will not be considered and the bidder will be notified in writing.

Allow the LDSB contact five (5) days to investigate and respond. If the bid protest is not resolved by the LDSB contact, it will be forwarded to the Supervisor of Purchasing and will reviewed and addressed in a timely and appropriate manner together with the Manager of Finance and/or Superintendent of Business, if required.

Any protest in writing shall include the following:

- Specific identification of the clause and/or procurement procedure at is alleged to have been breached
- Specific description of each act alleged to have breached the procurement process
- A precise statement of the relevant facts
- An identification of the issues to be resolved
- The bidder's arguments and supporting documentation
- The bidder's requested remedy

A record of all bid protests will be kept in the procurement file.

CONTRACT:

45. A LDSB Purchase Order or any other official acceptance of the offer in writing by LDSB shall constitute a contract between the successful supplier and the Board. This contract shall bind the supplier on its part to furnish and deliver goods or services at the prices quoted and in accordance with the conditions of the procurement document, and LDSB on its part to take delivery of and pay for the good or services at the contract price.
46. It is mutually agreed and understood that the supplier shall not sub-contract or assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of LDSB.
47. The bidder acknowledges that if successful it will be providing the deliverables to the Board on a non-exclusive basis. The Board reserves the right to contract with other parties for the same or similar goods/services or may obtain the same or similar goods/services internally.
48. Shipment of goods or commencement of work shall be at the risk of the successful bidder, if undertaken in advance of receipt of a formally executed LDSB Purchase Order or other official contract.
49. A successful bidder failing to accept a contract will not be eligible to participate in future LDSB procurement requests for a time period as determined by the LDSB.
50. LDSB reserves the right to terminate the contract without notice if service is deemed unsatisfactory by LDSB or not in accordance with the terms and conditions or scope of work specified in the procurement document; or if the company commits any act of bankruptcy, or if a receiver is appointed on account of its insolvency.

This contract may be terminated at any time by written agreement of LDSB and the supplier OR by LDSB on fifteen (15) days written notice. Where, in the opinion of the Board, the supplier has failed to fulfill all or part of the terms of this contract, LDSB shall have the right to award this contract to another bidder or to re-issue the procurement document.

LDSB shall have the right to assess and collect from the supplier any damages and costs that are incurred by the Board as a result of the bidder's failure to perform.

In the event of termination, LDSB will not, by virtue of any of the above instances of termination, waive any rights or remedies it may have in the contract or otherwise at law and LDSB shall not be responsible to the supplier for any losses, costs or damages of any nature whatsoever. LDSB shall only be responsible for the payment of goods received or services completed in connection with the contract up to and including the effective date to any such termination.

51. All contractors, suppliers, and visitors must adhere to the following procedures when on LDSB property.
- a) Immediately upon arrival at the site, report to the Main Office and inform them of the reason you are in the building or on the grounds.
 - b) Report any potential safety concerns where students or staff is involved.
 - c) Ensure students are away from the immediate work site.
 - d) Do not operate any vehicle or equipment on the grounds during school recess.
 - e) Report any irregularities such as, delay in materials, extended times for completion of work, etc., to the Principal, Chief Custodian or designated Project Coordinator.
 - f) Adhere to school policy for proper attire while on school property, that is, obscene t-shirts are not acceptable dress codes.
 - g) Avoid the use of profanity while on Board property.
 - h) **SMOKING** is prohibited on all Board property.
 - i) **NO ADVERTISING** or marketing of goods/services on Board property.

OCCUPATIONAL HEALTH AND SAFETY:

52. The supplier will be responsible to take all necessary steps to protect personnel, workers, visitors, the general public, etc., and property from any harm during the course of the contract.

All work performed under this contract shall be in in conformity with the Occupational health & Safety Act, and related Regulations and latest revision thereof and with the Board's policies and procedures.

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

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

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

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

WORKPLACE SAFETY INSURANCE BOARD (WSIB)

53. The successful bidder must provide a Certificate of Clearance from the Workplace Safety and Insurance Board prior to commencement of work, certifying that all assessments and liabilities have been paid, and that the bidder is in good standing with WSIB.

If the successful bidder is recognized by WSIB as an 'independent operator', WSIB optional insurance must be purchased and proof of coverage provided to LDSB prior to commencement of work.

LDSB will not be liable to the WSIB for future payments in connection with the successful bidder's fulfillment of the award requirements.

LDSB will not issue a purchase order to any supplier until appropriate documentation from the WSIB is received.

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

54. If the supplier is responsible for a delay in the progress of the work, the supplier will without additional cost to LDSB work such overtime, as deemed necessary, in the opinion of the LDSB Project Coordinator to avoid delay in the final completion of the work or any operations thereof.
55. Supplier performance will be evaluated either by periodic audits during the contract term or upon completion of the contract, using a LDSB Performance Evaluation Report. Where the standard is not being met, the Board will conduct an investigation and follow-up with the supplier.
56. LDSB reserves the right to remove any supplier for unsatisfactory performance of contract, from eligibility to submit proposals for a time period as determined by the LDSB.
57. Force Majeure - Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. Should the performance of any contract be delayed or prevented as herein set forth, the supplier agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

CONTRACT GUARANTEES:

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

Material: One (1) year

Labour: One (1) year

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

- d) To furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or the work of other sub-contractors. Revisions or corrections resulting from errors, omissions, or negligent acts will be promptly rectified without additional compensation.
- e) To pay for all permits, licenses and fees, and to give all notices and comply with all by-laws and regulations of LDSB.
- f) To furnish satisfactory proof of insurance as request, prior to commencement of work. LDSB must be added as additional insured on the policy.
- g) To comply with the laws and regulations of Canada, the Province of Ontario and local municipalities pertaining to the performance of this contract and in every activity connected including products and transportation/delivery methods.

59. The Supplier, for itself, its heirs, executors, administrators, and its authorized successors and assigns, shall indemnify and hold harmless LDSB, the Purchaser, their trustees, agents, employees and servants their successors and assigns, from any and all matter of damage or injury, claims, suits, costs, expenses or damages, whether direct or indirect, compensatory or otherwise, arising directly or indirectly out of the performance or purported performance of the contract, from negligent acts, errors or omissions in the execution of the Work, or from the supply of any goods and services under the contract, including but without limiting the generality of the foregoing, loss or damage to any property whether owned by the Purchaser or by others, injury or death to any person, alleged and actual breaches or infringements of any intellectual property rights, damage to the environment, in connection therewith on a substantial indemnity basis.

DEFECTIVE/INFERIOR GOODS AND SERVICES:

60. LDSB reserves the right to accept or reject inferior goods or services. In the event delivered goods are deemed to be defective or inferior by LDSB, the following steps may be taken at the sole discretion of the Board:

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

Under no circumstances will LDSB be responsible for return or disposal of defective or inferior goods.

PAYMENT:

61. In the absence of a prompt payment discount, standard payment terms of Net 30 days shall apply.
62. Discounts for prompt payment will be calculated from the date LDSB receives the invoice, or the date the goods/services are found to be acceptable by the Board, or the date when a discrepancy on an invoice is adjusted to LDSB's satisfaction, whichever is the later date. LDSB will consider the date of the Board's cheque to be the payment date, and when that date is within the prompt payment terms, LDSB's obligation to meet the prompt payment terms is fulfilled.
63. All charges against a supplier shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the supplier will pay LDSB, on demand, the amount of such charges.
64. All invoices submitted must include the purchase order number, work order and/or account numbers for each item. Where required, copies of all supporting packing slips and/or invoices bearing the signature of authorized LDSB staff must accompany the applicable invoices submitted for payment. Harmonized Sales Tax is to be shown as a separate line item on the invoice.
65. Invoices are to be e-mailed to accounting@lakeheadschoools.ca or sent to LDSB, ACCOUNTING DEPARTMENT, 2135 Sills Street, Thunder Bay, ON, P7E 5T2.
66. If an invoice is received without all relevant data for processing, it may be returned to the supplier. Payment terms will come into effect upon receipt of a properly completed invoice.
67. All payments will be made via Electronic Funds Transfer (EFT) directly into the Vendor's preferred bank account. The successful vendor shall complete the required EFT Form after notification of contract award.
68. Where there is a question of non-performance, payment in whole or in part may be withheld. In the event cash discount is involved, the withholding of payment as provided herein will not deprive LDSB from taking the discount.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA):

69. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c.M.36, as amended, applies to information provided to LDSB by a bidder. The confidentiality of information supplied by bidders, including their submissions, will be maintained by LDSB, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their submissions will, as necessary, be disclosed on a confidential basis, to LDSB's advisors retained for the purpose of evaluating or participating in the evaluation of their submissions.

By submitting any Personal Information, bidders are agreeing to the use of such information as part of the evaluation process, for any audit of the procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful bidder to provide the services, such information may be used by LDSB to compare the qualifications of such individual with any proposed substitute or replacement. If a Bidder has any questions about the collection and use of Personal Information pursuant to the procurement request, questions are to be submitted to the LDSB contact person identified in the procurement document.

CANADIAN FREE TRADE AGREEMENT (CETA); CANADIAN-EUROPEAN UNION COMPREHENSIVE ECONOMIC TRADE (CFTA):

70. In compliance with the Canadian Free Trade Agreement (CETA), the Canadian-European Union Comprehensive Economic Trade (CFTA), LDSB will carry out procurements in a manner consistent with the relevant trade agreements, as well as fulfil the requirements of the Ontario Ministry of Finance Broader Public Sector (BPS) Procurement Directives.

ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

71. The Board is committed to the highest possible standards for accessibility. Bidders(s) must be capable to recommend and deliver, as appropriate for each deliverable, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities. In accordance with the AODA, when procuring goods, services and facilities, LDSB may incorporate evaluation criteria and features into the procurement document. The bidder acknowledges that LDSB, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

The bidder shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.