

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
40 Matheson Blvd. West, Mississauga, ON L5R 1C5
• Tel: (905) 890-1221 • Fax: (905) 890-0483

Procurement
Terms and Conditions

Bids are invited for the supply and/or installation of materials, equipment and services as per the attached specifications. All Bids submitted become the property of the Board, and are subject to the Municipal Freedom of Information and Protection of Privacy Act.

1. Bids must be completed on the forms provided in the Board's bidding system. Bids not completed as requested may be rejected by the Board acting in its absolute discretion.
2. Alternative products of equal quality may be considered (unless otherwise specified), provided that full specifications for these alternatives are included with the bid as well as references to verify your opinion, and taking into consideration end use costs.
3. The Board shall not be obligated to accept the lowest, or any, bid in whole or in part thereof and reserves the right to re-bid or cancel the project in its entirety.
4. Where applicable, Harmonized Sales Tax must be shown separately as extra in accordance with Canadian and Provincial Government regulations. Please specify when prices are quoted under Tariff Item 696.
5. The life of this contract shall be as specified in the price protection section.
6. Bid prices shall remain in effect for the duration of the contract period. However, any decrease in prices must be provided to the Board immediately.
7. Electrical equipment on this bid must be C.S.A. and/or Ontario Hydro approved prior to delivery.
8. The bidder shall have satisfactorily fulfilled all relevant obligations as required under the Terms and Conditions of any previous award including, without limitation, the provision of goods and/or services for the entire term of the contract awarded, in order to be considered as an acceptable bidder.
9. Samples, when requested, should be forwarded to an area designated by the Buyer, clearly marked with the name of the bidder and the item number to which it refers. All samples become the property of the Board.
10. The Board will not be responsible for the loss of any samples, nor will the Board be responsible for any damage to

- professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Vendor; or
- failure to pay taxes.

40. The Dufferin-Peel Catholic District School Board reserves the right to immediately remove from eligibility to submit bids for an indeterminate period, the name of any Vendor for failure to accept the contract, or the name of any Vendor for unsatisfactory performance of the contract in the opinion of the Dufferin-Peel Catholic District School Board.
Further, the Vendor must be prepared, if requested, to present evidence of experience, ability, capacity, objectivity and financial resources and reputation deemed necessary by the Board in the performance of the contract. The Board reserves the right to investigate a Vendor's claim or background at any time and in any manner deemed appropriate by the Board.
41. The Board reserves the right to disqualify and immediately remove from eligibility to submit bids for an indeterminate period, the name of any Vendor, which will include the names of such Vendor's principals, and the names of any other business which may be operated by such principals, for failure to carry out its obligations for the entire term under any previous award or resulting contract pursuant to a bidding process with the Board, in the sole and unfettered discretion of the Board.
42. Notwithstanding anything elsewhere herein set out, in the event that the successful Vendor does not, in the opinion of the Board, comply with the specifications and terms of this contract at anytime throughout the duration of the contract, or if the Board, in its sole and unfettered discretion, determines that either their service or the equipment provided by the successful Vendor is unsatisfactory at any time during the term of the contract, the Board reserves the right to immediately terminate the contract in its entirety.
43. The Board is not obligated to award or call on any Vendor (including the Vendor's principals) whose behaviour is or becomes incompatible with the mandate of the Board or which may violate the canons of good morals, manner or taste. In addition, the successful Vendor must follow standard's that are consistent with the Board and Schools' Code of Conduct while on Board/School premises.
44. Delays in or failure of performance by either party under the contract shall not constitute default there under or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected,

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