



**Materials Management &
Information Technology Services Departments
Toronto Catholic District School Board
80 Sheppard Avenue East
Toronto, Ontario
M2N 6E8**

REQUEST FOR PROPOSAL

For

PRINT SHOP EQUIPMENT

Reference: P-086-10

Release Date: July 22, 2010

Closing Date: September 14, 2010

Closing Time: 3:00:00 p.m.

RFP Coordinator

Margaret Lesley

Senior Buyer, Purchasing

Materials Management Department

Toronto Catholic District School Board

80 Sheppard Avenue East

Toronto, Ontario

M2N 6E8

Tel: (416) 222-8282 ext. 2107

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E-Mail: Margaret.lesley@tcdsb.org

Sealed proposals will be received at the Catholic Education Centre located at the above address before 3:00 p.m., local time, on September 14, 2010. They must be time-stamped and placed in the tender box located on the 4th floor in the Materials Management Department.

Late or facsimile proposals will not be accepted or considered.

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Initial: _____

Date: _____

Company Name: _____

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Start of Instructions to Proponents

1 General Introduction

1.1 Toronto Catholic District School Board - Profile

The Toronto Catholic District School Board, (hereinafter referred to as "TCDSB") Print Management Department; invites proposals for the purpose of a Three (3) or Five (5) Year Lease of New Document Management Solutions Equipment for the Toronto Catholic District School Board Print Shop located at 80 Sheppard Avenue East, Toronto, Ontario.

The TCDSB operates across the City of Toronto. It has approximately 91,677 students and staff, and approximately 201 sites, which include schools and administrative support Centres, through which education and administrative support services are provided. The TCDSB is proud to serve Toronto students from diverse cultural, linguistic and ethnic backgrounds through a broad range of programs and services. Working in partnership with parents, local parishes and the wider school community, TCDSB schools offer a safe and caring learning environment, which reflects Catholic tradition and values.

Toronto's Catholic schools follow the provincial curriculum as set out by the Ministry of Education, and seek to meet the Catholic Graduate Expectations for all of their students as set out by the Institute of Catholic Education. The objectives of TCDSB schools are to enable students not only to reach their academic potential, but to develop spiritually and emotionally as well.

Students (pupil count):

Elementary - 61,412
Secondary - 30,255
Total - 91,667

Staff:

Teachers - 5,997
Support/Academic Staff - 2,806
Principals/Vice-Principals - 356
Administration - 202

Schools:

Elementary - 168
Secondary - 31
Combined (elementary and secondary) - 2 (Cardinal Carter Academy for the Arts and St. Michael's Choir)
Total - 201

2 Background Objectives of the Contract

The TCDSB Printing Services department produces a variety of print products with an annual volume output of approximately thirteen (13) million black and white impressions and two (2) million colour impressions including classroom books, booklets, programs, pamphlets, newsletters, posters, calendars, certificates, yearbooks, binders, tabs, letterhead, envelopes and other items.

Working in a high demand, short notice, quick turnaround environment, the TCDSB Printing Services department requires a variety of versatile and reliable high speed print and finishing equipment to meet the needs of academic and administrative departments and up to 200+ schools demanding multiple short run print requests averaging from one hundred (100) to five thousand (5,000) finished copies per day to the occasional request for up to one hundred thousand (100,000) copies.

The TCDSB current print shop configuration includes the following print equipment:

- i) Xerox – All inclusive service & lease contract terminates December 2010
 - DT6180 – HC Feeder & Stacker / Tape Binding & Stapling
 - DT6135 – HC Feeder & Stacker / Tape Binding & Stapling
 - Nuvera120EA – HC Feeder & Stacker / Stapling / Booklet Maker, Saddle Stitching / 3H punch / folding
 - 700 Digital Colour Press – HC Feeder & Stacker /. Booklet Maker / Stapling
 - Digipath Scanner w/ Freeflow Makeready
- ii) Konica Minolta – (not affected by this Request for Proposal)
 - Bizhub 750
 - Bizhub PRO C6500
- iii) Riso – (not affected by this Request for Proposal)
 - RZ990

The purpose of this proposal is to provide the TCDSB Printing Services department with a digital print environment, with reliable high volume print and finishing equipment to effectively and efficiently service the current needs of its customers, reduce costs, providing greater production flexibility and savings in cost and staff time, and be equipped to respond to changing needs and priorities.

This Request for Proposal (“RFP”) is asking for a comprehensive on-demand digital print production solution. The TCDSB will consider both a three (3) and a five (5) year lease option on each piece of equipment, as well as a bundled option, **with both options based on an all-inclusive (lease, service, ink/toner, license, delivery, setup, training) cost per copy contract.**

3 Rules of the RFP Process

3.1 Correspondence Information

- 3.1.1 A RFP Coordinator has been assigned by the TCDSB. All communications to the TCDSB must be channeled through the RFP Coordinator, whose name and address appear below.

Margaret Lesley
Senior Buyer
Materials Management Department
Toronto Catholic District School Board
80 Sheppard Avenue East
Toronto, Ontario
M2N 6E8
Tel: (416) 222-8282 ext. 2107
Fax: (416) 512-3440
E-Mail: Margaret.lesley@tcdsb.org

3.2 Schedule of Events

MILESTONE	START DATE
Release of RFP	July 22, 2010
Print Shop Site Visit (optional)	August 11, 2010 and August 12, 2010 (between 1:30 – 2:30 p.m.)*
Last day for receipt of questions from Proponents	August 19th, 2010 (3:00:00 p.m.)
RFP Closing Date	September 14, 2010 (3:00:00 p.m.)
Announcement of Successful Proponent(s)	TBD

TBD – To Be Determined

* Please contact RFP Coordinator by email to confirm appointment.

PLEASE NOTE that the TCDSB main office will be closed from July 23rd, 2010 until August 9th, 2010.

Variances in the schedule of events do not relieve the successful proponents' obligation to deliver the product in accordance with the delivery lead-time after the purchase order is issued. Product delivery must be completed within 30 to 45 days of issue of Purchase Order.

- 3.2.1 The TCDSB reserves the right to alter the schedule of events, or cancel the Request for Proposal on 48 hours notice without any penalty or cost to the TCDSB.

3.3 Lobbying

- 3.3.1 The TCDSB has established a prohibition on lobbying during all competitive tenders, RFP's or RFQ's. The TCDSB will designate a bid coordinator for all tenders or proposal calls to respond to all communications with respect to the call from the time of issuance, during the competitive process, and up to and including the announcement of award.

Suppliers or any representatives employed or retained by them, or any unpaid representatives acting on behalf of either to promote a bid/proposal or oppose any competing bid/proposal are strictly prohibited from communicating, either verbally or in writing, with any other TCDSB employees or elected officials from the time of issuance until the time of award.

Initial: _____

Date: _____

Company Name: _____

Any supplier found to be in breach of the policy will be subject to disqualification from the particular call of future calls in the discretion of the TCDSB.

3.4 Relevant Policies

The TCDSB has a number of relevant Policies regarding Tenders and Acquisitions. Proponents should familiarize themselves with the following policies:

Purchasing Policy- <http://www.tcdsb.org/policyregister/FP01.html>

Sweatshop Free Purchasing- <http://www.tcdsb.org/policyregister/FP04.html>

Conflict of Interest-Employees- <http://www.tcdsb.org/policyregister/HM31.html>

Conflict of Interest- Trustees- <http://www.tcdsb.org/policyregister/T01.html>

Acceptance of Hospitality or Gifts- <http://www.tcdsb.org/policyregister/HM33.html>

3.5 Request for Proposal Documents

3.5.1 Proponents shall promptly examine all of the Request for Proposal (“RFP”) Documents after receipt. Any errors, omissions, or ambiguities discovered therein should be reported to the person named in Section 3.1.1 of the Rules of the RFP Process. If necessary, Addenda may be issued to all proponents before the RFP closing date. Unless confirmed by Addendum, proponents shall not take into consideration any instructions or answers modifying the RFP Documents.

3.5.2 The RFP Documents shall consist of the following:

- Instructions to Proponents,
- Appendix “A” – Proposal Response Sheet,
- Appendix “B” - Supplier Background and References,
- Appendix “C” - Agreement to Abide, and
- All addenda issued.

3.6 Addenda

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

3.6.2 Each proponent shall be responsible for verifying before depositing its proposal that it has received all Addenda that have been issued.

3.7 Delivery of the Response to the RFP

3.7.1 Two (2) copies of the proponent’s proposal must be addressed and delivered before 3:00 p.m., local time, on September 14, 2010 in a sealed package to the following address:

Tender Box, 4th Floor, Materials Management Department
Catholic Education Centre
Toronto Catholic District School Board
80 Sheppard Avenue East
Toronto, Ontario
M2N 6E8
Reference: P-086-10

3.7.2 All submissions must be date and time stamped and placed in the tender box located on the 4th Floor in the Materials Management Department at the Catholic Education Centre.

Late submissions will not be accepted. No Facsimile transmissions will be accepted.

3.7.3 All accepted proposals shall become the property of the TCDSB and will not be returned.

3.7.4 Proposals delivered after the date and time specified will not be received or considered and will be returned unopened. Proposals delivered to an address other than as specified will not be considered.

3.7.5 The proponent's response shall consist of the following:

- The proponent shall return one original and one complete copy of their proposal, each of which must include copies of the RFP Response Sheets (Appendix "A") and other RFP Documents, completed exactly as required and any other documentation in response to the statement of requirements as set out in these RFP Documents. For ease of evaluation, each proponent is required to respond using the same RFP Response Sheet form provided. Failure to comply with this format may result in the proponent being disqualified.
- all other documentation submitted by the proponent in response to the statement of requirements as set out in these RFP Documents.
- The proponents return address, company name and Request for Proposal title shall be placed on the face of the package containing your submissions. The proponent's full legal name and address shall be typed or legibly printed in the spaces provided on the RFP Response Sheets. An authorized representative of the firm/organization shall sign the RFP Response Sheet form in the spaces provided.

3.8 Quantities

The unit quantities are estimates only and are subject to TCDSB revision. They are provided without commitment or liability to TCDSB.

3.9 No Liability for Expenses

The TCDSB shall not be liable for any expenses incurred in the preparation and submission of the proposal.

3.10 Irrevocable Proposal

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

3.11 Rights to disqualify

The TCDSB reserves the right to disqualify proposals not submitted in strict accordance with the requirements of the RFP Documents.

3.12 Right not to Proceed

The TCDSB reserves the right not to proceed with this Request for Proposal and to reject all or any of the proposals. The TCDSB may request further clarification of a proposal from the proponent.

Initial: _____

Date: _____

Company Name: _____

3.13 Right to Terminate

The TCDSB may terminate this Request for Proposal for any reason or for no reason.

3.14 Acceptance

A considerable delay may occur between the receipt of submissions and the announcement of awards. Submission requiring immediate acceptance by the TCDSB may or may not be considered, at the TCDSB's option. The TCDSB reserves the right not to proceed with the Request for Proposal and to reject all or any of the proposals. The TCDSB reserves the right to cancel a Request for Proposal upon giving 30 days written notice, if the successful proponent is in breach of its proposal or if required by Provincial Legislation.

3.15 Prices

Prices must be submitted in Canadian dollars. The prices quoted must include the cost of delivery to all schools and locations specified by the TCDSB. The successful supplier(s) ("Suppliers") must pass on to the TCDSB, during the term of any contract awarded through this quotation, any reduction in prices at the time of announcement from the manufacturer up until the time of shipment. Attached to each statement will be proof of delivery receipts for each order. Each receipt shall identify the location, the signature of the individual accepting delivery, the purchase order number, and the quantities shipped.

3.16 Price Protection

Prices are to be firm for the length of the contract. The intent of this requirement is to have capped pricing, as per original proposal, for the entire term of the contract. However, if world or market conditions change, this statement would allow for justified price changes. The TCDSB would anticipate, however, that prices would be generally decreased and not increased. Written notification must be directed to Senior Manager, Materials Management.

3.17 Proponents' Questions

3.17.1 It shall be the responsibility of each proponent to inform itself of all aspects of the technology required. Should any details necessary to a clear and comprehensive understanding be omitted, or any errors appear in the RFP Documents, or should the proponent note facts or conditions which in any way conflict with the letter or spirit of the RFP Documents, it shall be the responsibility of the proponent to obtain clarification before submitting its proposal.

- All questions must be submitted by e-mail by August 19, 2010 (3:00:00 p.m.), to the RFP Coordinator.
- All questions received by e-mail on or before August 19, 2010 (3:00:00 p.m.), will be answered via addenda prior to closing if they warrant clarification or if the TCDSB changes its intent. To receive addenda, proponents must register with the RFP Coordinator via e-mail prior to August 19, 2010 (3:00:00 p.m.).
- All questions or requests for clarification must be submitted by e-mail to the TCDSB's RFP Coordinator identified above.
- Any clarifications or addenda issued in response to questions received will be forwarded by e-mail to the proponents who have registered by the date required.

3.17.2 Proponents may submit written questions and requests for clarification to the RFP Coordinator. Neither the TCDSB nor its agents shall be responsible for any instructions or information given to any proponent orally.

3.17.3 No employee or representative of the TCDSB is authorized to amend or waive the terms of the RFP Documents in any way unless the amendment or waiver is approved and signed by the RFP Coordinator.

4 Evaluation Information

4.1 Evaluation Process

- 4.1.1 RFP responses will be evaluated based on price, delivery and service level to be provided, references, and ability to provide requested products and term that represents the best value to the TCDSB.
- 4.1.2 In cases where the TCDSB is unable to ascertain the level of the proponent's compliance with the requirements from the proponent's response, the TCDSB may assume the most restrictive interpretation without resorting to requesting further information and clarification from the proponent. Should the need arise, verification of responses given will be done through any means possible.
- 4.1.3 Proponents must respond to this solicitation by submitting all data required herein in order for the proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration for award.
- 4.1.4 The TCDSB reserves the right to not consider a proposal if any of the mandatory RFP Documents are not submitted.

Proposal Evaluation Criteria, General

Evaluation Process

All things considered equal the following items compose the criteria for the selection of a supplier.

1. Quality, completeness and feasibility of the proposal.
2. Deliverables (proposed products and implementation schedule)
3. The ability to meet or exceed all specifications, information requested, submission requirements, terms and conditions, etc. of this proposal.
4. Strength of organization including: management structure, equipment, staff resources available and financial stability. This will include the supplier's experience and expertise with providing print shop equipment and related services, preferably with school board customers.
5. The supplier must be prepared, if required, to present evidence of experience, ability, capacity, services, facilities and financial resources necessary to meet satisfactorily the requirements set forth or implied in the proposal.
6. Ability to supply, service and maintain all the items listed in the proposal competently and expeditiously. (please submit a listing of current workload and resources: personnel, equipment, and facilities).
7. Product knowledge, experience and expertise with the commodity being proposed.
8. Pricing
9. Experience and background of the individual or firm (please submit references, including telephone numbers.) Three (3) Public Sector or School Board references preferred.
10. Security of data (i.e. hard drives maintaining copies of data and how data is deleted)
11. Environmental Impact of equipment and related supplies being proposed.
12. Presentation/product review/interview

All things considered equal, the following items compose the criteria for the weighting for the Proposal Evaluation Criteria.

Competence	20%
Quality and Feasibility of the proposal	20%
Ability	25%
References	10%
Pricing	25%

Note: Proponents should provide a minimum of three (3) references (Public Sector or K-12 School Board preferred).

Individual interviews or presentations may be required at the proponent's expense.

In cases where the TCDSB is unable to ascertain the level of the proponent's compliance with the requirements from the Proponent's response, the TCDSB may assume the most restrictive interpretation without resorting to requesting further information and clarification from the Proponent. Should the need arise, verification of responses given will be done through any means possible.

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

The TCDSB reserves the right to not consider a proposal if any of the mandatory Proposal Documents is not submitted.

4.3 Proponents Product Offering

The capacity, flexibility, suitability and scalability of the proponent's products to meet the needs of the TCDSB Print Shop will be evaluated. Site visits at either proponent locations and/or other locations (with machines currently being utilized) may be required for testing purposes as part of the evaluation process. The TCDSB will only consider machines equal or superior to current fleet with high performance capabilities to meet the TCDSB's demands for copying.

4.4 Service and Technical Support

The proponent's service capabilities will be carefully examined. Technical support, maintenance programs, service reports, and service call response time will be key indicators.

4.5 Reputation and Experience of the Proponent

The proponent's brand recognition, their reputation in the marketplace, and experience in providing and servicing copiers to other school boards and/or other public institutions will be evaluated.

4.6 Completeness of the Proposal Submission

Each proposal submission will be studied in order to determine which of the proposals most closely matches the needs of the TCDSB. The quality, completeness, and feasibility of the response, will be considered as a whole.

4.7 Key Personnel

It is essential that the proponent provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The successful proponent (“Supplier(s)”) must agree to assign specific individuals to the key positions.

- A. The Supplier(s) agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the TCDSB.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Supplier shall immediately notify the TCDSB, and shall, subject to the concurrence of the TCDSB, replace such personnel with personnel of substantially equal ability and qualifications.

4.8 Alternates

Alternates that are equal or better than to specific items requested will be considered. Please supply make, model and descriptive literature.

4.9 Award

4.9.1 The TCDSB reserves the right in its sole discretion to award to one Proponent. It is the intent of the TCDSB to negotiate an agreement with the Proponent who has the highest evaluated score based on the criteria defined in this document.

It is understood that if the Proposals are not acceptable to the TCDSB, there may not be an Award.

It is understood that an award will not be made until the TCDSB has had an opportunity to review the recommendation.

Upon award, proponents will receive notification from the TCDSB stating the results of the RFP.

Proponents may request a debriefing session by contacting the RFP Coordinator listed herein via email within sixty (60) days of award date.

4.10 Billing

4.10.1 The Supplier shall submit billing statements directly to the TCDSB.

Itemization of Billing Statements

4.10.2 Billing statements to the TCDSB will clearly set out and itemize the following information regarding purchases by or through the TCDSB.

- TCDSB PO Number
- date of purchase
- date of delivery
- delivery location
- quantity
- individual line item description

Payments

4.10.3 The TCDSB will issue payments for all purchases in accordance with the billing statements. The Supplier acknowledges that payments will be delayed if invoices do not conform in all material respects with the provisions of section 4.10.2.

4.11 Right to Contract for Identical or Similar Goods

4.11.1 By entering into a Contract, the TCDSB shall not limit its right to contract for identical or similar goods from any other source.

5 Terms and Conditions

5.1 Treatment of Information

- 5.1.1 All requirements, documentation, and information obtained by the proponent in connection with this RFP are the property of the TCDSB and must be treated as confidential and not used for any purpose other than for replying to this Request for Proposal, and for fulfillment of any subsequent contract(s) if awarded.
- 5.1.2 All information obtained by the TCDSB from proponents in connection with this RFP, will remain with the TCDSB. This information will be retained for public records purposes subject to the provisions of the Municipal Freedom of Information and Privacy Protection Act, R.S.O. 1990, (MFIPPA).
- 5.1.3 Any information the proponent wishes to identify as proprietary and have maintained as confidential, excluding unit pricing information, MUST be clearly identified as such and any proposed restrictions on disclosure specified.
- 5.1.4 It should be noted that for purposes of a report to the TCDSB, per unit costs will be reported in a public report to the TCDSB and will not be considered confidential.
- 5.1.5 The TCDSB under the provisions of MFIPPA may be ordered by the Information and Privacy Commissioner of Ontario to disclose information identified as proprietary and confidential.
- 5.1.6 Responses will be disqualified if information relevant to the evaluation process cannot be retained for possible disclosure in established audit processes.

5.2 General Information

- 5.2.1 There will be no payments to proponents for work related to and materials supplied in the preparation and presentation of the proponent's response.
- 5.2.2 No alterations will be accepted after the specified closing time for submitting proposals. However, proponents may alter or withdraw their proposals at anytime before this closing time.
- 5.2.3 Any changes or revisions to this RFP will be issued in writing as formal addendum to all proponents.
- 5.2.4 It must be clearly understood that if there is any evidence of misleading or false information having been given, the TCDSB may, at its sole discretion, reject the proposal.
- 5.2.5 The TCDSB reserves the right to reject any proposal whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, the TCDSB may request clarification where any proponents' intent is unclear and may waive or request amendment where, in the opinion of the TCDSB there is a minor irregularity or omission in the information that is to be submitted in a required document.
- 5.2.6 Any award resulting from this RFP may be subject to the successful conclusion of a contract between the proponent(s) and the TCDSB. The Request for Proposal Documents, all Addendum and RFP Response will constitute the contract.
The Proponent must submit any standard form contracts/agreement with the submission to allow the TCDSB to review the contents before award. In addition, the Proponent acknowledges and agrees that if

there are any inconsistencies between the RFP and any other proposed Contracts and/or Agreements, the provisions of the RFP will govern and prevail. If an Agreement cannot be signed within thirty (30) days following award, the TCDSB reserves the right, at its sole discretion, to terminate negotiations with the Proponent and enter into negotiations with the next highest scoring Proponent or any other Proponent, not to accept any proposal or to call for a new Request for Proposal. The TCDSB has the right to present and use their own contract document.

- 5.2.7 The TCDSB may agree to permit other public agencies within the Province of Ontario to access any contract(s) that may result from this procurement process. The successful Proponent(s) shall allow such access with the understanding that the participating organizations be responsible for their own contract management. The TCDSB reserves the right to negotiate any resulting additional volumes towards any volume discounts that may be established as part of a Contract.

Note: Proponents will not be penalized if they do not wish to comply with this term, especially if such an arrangement would mean that the TCDSB would not receive best pricing.

5.3 Cost Information

- 5.3.1 All prices and charges quoted for the proposed products must NOT include Harmonized Sales Tax (HST), and must be expressed in Canadian currency.
- 5.3.2 Lease, Service, Supplies cost per copy pricing for ***each*** option period are to be clearly identified.
- 5.3.3 All supplies not covered by the cost per copy pricing ***must*** be identified and priced.
- 5.3.4 If annual estimated volumes are exceeded, please indicate your reduced cost per copy to the TCDSB.

5.4 Proposal Award

- 5.4.1 The TCDSB intends to award the Contract to the proponent whose proposal best meets TCDSB requirements, and which conforms in all material respects to the Request for Proposal.
- 5.4.2 Award of a Contract may be made to one proponent, or as many proponents as deemed necessary to fulfill the anticipated requirements of the TCDSB.
- 5.4.3 Neither the lowest priced nor any proposal shall necessarily be accepted.

5.5 Negotiations with the Successful Proponent

- 5.5.1 After selection of a successful proponent, the TCDSB may elect to negotiate specifics prior to award of Contract. If these negotiations are not successful, the TCDSB may elect to negotiate with the next highest scoring proponent. Further, once the Contract has been awarded to the successful proponent, the TCDSB has the right to negotiate changes, amendments or modifications to the submission, without offering the other proponents the opportunity to amend their submissions.

5.6 Right to Cancel Contract

- 5.6.1 The TCDSB reserves the right to cancel a contract without penalty upon giving 30 days written notice, if a new Board of Trustees, elected during the term of the contract, decides that the contract should be cancelled for whatever reason.
- 5.6.2 The TCDSB reserves the right to cancel a contract without penalty if required by Provincial Legislation.
- 5.6.3 The TCDSB may terminate a contract without penalty and without notice if the successful proponent is in breach of its proposal or any of the RFP Documents.

5.7 Delivery

- i) FOB – 80 Sheppard Ave E. Toronto, Ontario M2N 6E8
- ii) In all cases, delivery shall be made in such quantities and at such time as may be ordered.
- iii) Estimated date of delivery: December, 2010
- iv) All merchandise must be delivered with original packing. All goods will be delivered and unloaded by the Suppliers employees. Delivery will be made to inside the building to a designated received area. Prices are to include shipment to shop floor, uncrating and bolting in place and/or installation where necessary.
- v) Time is of the essence for the delivery or provision of the goods and services requested herein. Failure to comply with the time schedule herein may result in the TCDSB taking further action to obtain an alternative supply, in which event the cost incurred shall be charged to the supplier, up to the time that the goods or services are delivered or provided. If such cost is not paid by the supplier, it shall be deducted from the balance of the purchase price owing. Where it is not possible to obtain the goods or services by the specific time, the TCDSB reserves the right to cancel the contract and charge back the difference between the contracted proposal price and the acquisition cost of the alternate goods or services.
- vi) Delivery of service vehicles must not enter or leave school grounds when students are in the area. 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 the vehicle elsewhere. Such vehicles shall be operated with due caution at all times while on school property. The speed limit must not exceed 8 kilometers (5 miles) per hour at any time. Vehicles or equipment must not be operated in the school yard during recess, lunch hour or other times of outdoor activity. For identification purposes, the employees delivering for the supplier must wear a uniform which clearly identifies the company, including the name and logo (if applicable). All deliveries will be made during normal school operation hours.

5.8 Return Policy

For goods which are returned for credit because of damage, unsuitability, expiration of product shelf life, over-shipped quantity or for whatever reason, the Supplier shall arrange to have the product picked up at the specified location at no cost to the TCDSB and a credit note shall be issued. The Supplier shall provide knowledgeable in-person response to all required calls for assistance from the TCDSB's staff within 24 consecutive business hours of the call.

5.9 Payment Terms

TCDSB standard terms are net 30. Payment will be in Canadian funds. Please indicate payment discount options available.

5.10 Warranty

Supplier(s) must inform the TCDSB, for the products supplied to the TCDSB, of any and all manufacturers' warranties for those products. Failure to do so will result in the supplier being disqualified and the contract being cancelled. Supplier(s) must describe fully the warranties for all items supplied. Upon project completion and manufactured acceptance, the Supplier shall provide the TCDSB with a minimum of one (1) year manufacturer's warranty.

5.11 Garbage Disposal/Smoking on TCDSB Property

5.11.1 Under NO circumstances shall the Supplier use the school's garbage disposal containers.

5.11.2 Smoking is NOT permitted in any of the TCDSB's buildings or on any of the TCDSB's properties. All smoking must be done off premises.

5.12 Occupational Health and Safety

5.12.1 The Supplier is responsible for ensuring compliance with the Occupational Health & Safety Act and any Regulations made there under.

5.12.2 The Supplier must observe and enforce safety measures required by Federal and Provincial Governments, Workplace Safety and Insurance Board, and Municipal statutes and authorities.

5.12.3 The Supplier must have a written safety policy and ensure that all employees are aware of such a policy. The Supplier must also ensure that all employees are aware of and comply with safety measures. Evidence of this must be furnished on request of the TCDSB.

5.13 Indemnification

5.13.1 The Supplier shall at all times indemnify and save harmless the TCDSB and their members and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the proponents, or their offices, employees, or agents in connection with the performance of this Contract.

5.14 WSIB

5.14.1 The Supplier shall provide workers' Compensation coverage for all employees who are employed under the Contract. Proof of this coverage shall be presented to the TCDSB by the successful Supplier prior to the issuance of a Purchase Order for the work of the Contract and the Supplier commencing any work on the site. Proof of this coverage shall also be submitted to the TCDSB with each invoice when requesting payment.

5.15 Insurance

5.15.1 The Supplier shall provide, maintain and pay for insurance and supply a Certificate of Insurance including coverage that will indemnify the TCDSB for loss of use of the property with limits not less than:

5.15.2 Comprehensive General Liability Insurance: \$2,000,000.00 Inclusive Limits – Bodily Injury & Property Damage.

5.15.3 Leased/Owned Automobile Insurance - \$1,000,000.00 Inclusive Limits – Bodily Injury & Property Damage Combined.

5.15.4 Non-Owned Automobile Insurance - \$1,000,000.00 Inclusive Limits – Bodily Injury & Property Damage Combined.

5.16 Environment

The TCDSB makes every effort to competitively procure, whenever possible, environmentally appropriate and ecologically sound products.

5.17 Material Safety Data Sheets

The Workplace Hazardous Material Information System (WHMIS) Regulation made under the Ontario Occupational Health and Safety Act requires that the TCDSB obtain current material safety data sheets on products as indicated within the attached proposal.

Please forward all Material Safety Data Sheets to
TCDSB – 80 Sheppard Ave E

5.18 Assignment/Subcontracting

The Supplier agrees not to assign or subcontract any of the work or obligations required under this agreement or the agreement itself, unless the Supplier obtains written consent from the TCDSB which may be withheld for a good cause. In addition, in the event that a Supplier merges with another company or there is a change in voting control of the Supplier, or the Supplier sells its assets to a third party, the merger, change in voting control, or sale of assets as the case may be will constitute an assignment and the TCDSB will be entitled to cancel the agreement on at least 30 days notice from the date of disclosure, or from the effective date of merger, change or sale, whichever is sooner.

5.19 Guarantee

Upon project completion and final TCDSB acceptance, contractor shall issue the TCDSB a guarantee against defective workmanship and materials for the term of the lease.

The Supplier guarantees to save the TCDSB, 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 Supplier is not the patentee, assignee, or licensee.

5.20 Penalty

Items purchased in this proposal which are later found to be defective or unsuitable for their intended use shall be returned to the Supplier. Such products will be subject to replacement or upgrading at no additional charge or 100% refund of the purchase/lease/per copy price, and shall not be subject to any restocking charges.

5.21 Patents and Copyrights

The Supplier warrants that it holds the right to distribute the products and that all manufacturers' and distributor licenses, agreement and warranties are included.

5.22 Settlement of Disputes

In the event of any dispute or claim arising between the TCDSB and the Supplier as to their respective rights and obligations under the contract, either party may give the other written notice of such dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the laws of Ontario. If no agreement is made before arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.

6 Statement of Requirements

Proponents must use the "**RFP Response Sheets**", found in Appendix "A", to provide proposals for the required hardware and software products.

6.1 Requirements:

The following are the minimum requirements of the proposal. Any requirements that do not meet or exceed the minimum requirements will not be considered. The attached Requirement Checklist should be completed, and submitted with your proposal. The successful supplier must provide on-site training for the first sixty (60 days after the initial installation and after any software upgrades). The required service is during normal business hours, from Monday to Friday, with, one (1) hour call response time, and four (4) hour onsite response time.

6.1.1 Black & White and Colour Copying Equipment:

High-Speed Digital Copier #1:

1. With monthly volumes of approximately 450,000 copies per month, based on an annual volume of 5.4 million impressions. (Quote alternate price per copy on volumes of less than and overage than as noted on the RFP Response Sheets).
2. Please refer to REQUIREMENT CHECKLIST (see attached) for minimum requirements. Please complete and submit with the RFP response.

High-Speed Digital Copier #2:

1. With monthly volumes of approximately 400,000 copies per month, based on an annual volume of 4.9 million impressions. (Quote alternate price per copy on volumes of less than and greater than as noted on the RFP Response Sheets).
2. Please refer to REQUIREMENT CHECKLIST (see attached) for minimum requirements. Please complete and submit with the RFP response.

High-Speed Digital Copier #3:

3. With monthly volumes of approximately 300,000 copies per month, based on an annual volume of 3.6 million impressions. (Quote alternate price per copy on volumes of less than and greater than as noted on the RFP Response Sheets).
4. Please refer to REQUIREMENT CHECKLIST (see attached) for minimum requirements. Please complete and submit with the RFP response.

High-Speed Digital Colour Copier #4:

1. With monthly volumes of approximately 75,000 copies per month, based on an annual volume of 600 thousand impressions. (Quote alternate price per copy on volumes of less than and greater than as noted on the RFP Response Sheets).
2. Please refer to REQUIREMENT CHECKLIST (see attached) for minimum requirements. Please complete and submit with the RFP response.

GENERAL REQUIREMENTS (minimum)

1. Each unit must have C.S.A approval for the entire unit. Units undergoing modifications for which C.S.A. is pending, or units for which no C.S.A. approval is available will not be considered.
2. All prices are to be based on a **cost per copy and are to include lease cost, service, toner, delivery, set-up, and training.**
3. All equipment is to include all necessary hardware and operating software.
4. The equipment must be digital technology complete with hard copy scanning capabilities.
5. Machines should have similar capabilities to allow for flexibility of usage in high peak periods.
6. A Service Level Agreement (SLA) must accompany the proposal. SLA must include response time, escalation process, parts arrival etc.
7. During analysis period demonstration of equipment must be provided if required.
8. Upon award, one service manual containing technical data, manufacturing assembly specifications, schematic drawing and parts list must be supplied to our Print Shop Department at no additional cost to the TCDSB at time of award.
9. Where applicable, proponents' must include in their proposal responses the following for each item:
 - a. Operator's manual.
 - b. Technical specifications.
 - c. Make, model and descriptive literature, including pictures/photos and another TCDSB you currently supply to and do business with.
10. Pricing should be identified as an annual cost with the cost per copy as per the RFP Response Sheets.
11. Invoicing to be issued quarterly, for the duration of the contract.

PLEASE INDICATE ANY ADDED VALUE OPPORTUNITIES – Please specify on REQUIREMENTS CHECKLIST.

- What additional support or in-service does your firm provide?
- Is Training or phone support included or available?
- Are Work Shops/Seminars available throughout the year?

Environmental Impact

- Environmental impact, please specify Toner, Emission impact on the environment as a result of use.
- Does your company have a recycling program in effect for toner cartridges?

6.1.2 Technical Support and Software Upgrades

Hardware/Software Technical Support and Software Upgrades are to be included as part of the lease contract, and subsequent renewals or extensions as outlined in this Request for Proposal Document.

6.1.3 Term(s) of RFP

TCDSB is obtaining Proposals for both a 3 year term lease option or a 5 year term lease option. However, the TCDSB reserves the right to extend to the 3 year term lease option to the successful Supplier with the same or lower pricing and the same terms and conditions for two (2) additional one-year periods.

6.1.4 Products and Services

The Supplier is to provide a price for the products and services specified under Section 7 -“Appendix A” for the indicated term(s).

End of Instructions to Proponents

7 Appendix “A” – RFP Response Sheets

7.1 Proposal # P-086-10 – Printing Services Solution – Checklist Printer #1

REQUIREMENT CHECKLIST

Any requirements that do not meet or exceed the minimum requirements may not be considered.

HIGH SPEED Copier / Printer #1

Minimum Requirements:

	YES	NO	COMMENT
Rated print speed meets or exceeds 200 pages per minute (ppm) <u>Please indicate rated speed</u> 8.5x11 simplex ppm = _____ 8.5x11 duplex ppm = _____ 11x17 simplex ppm = _____ 11x17 duplex ppm = _____			
Paper Input – 5 input trays, High Capacity (3000+pages), Interposer HC quantity = _____ pages			
Paper output - High Capacity stacker/s HC quantity = _____ pages			
Heavy Duty Finishing Booklet maker / Stapler / Saddle Stitch / Fold / Trim Specify: Folding Capacity = _____ pages			
Inline Tape Binding			
Automatic Document Feeder / Scanner			
Print Controller Specify: _____ RIP Speed : _____			
Workflow Management with Job Composition features WYSIWYG environment w/composition flexibility & enhanced PDF options Specify: _____			
Operator controlled Hold & Print Queues			
Print Resolution Specify: _____			
Environmentally friendly toner and emissions			
Low Operating noise – Specify running DB = _____			
Low Power Consumption in Running mode – Specify: _____			

Initial: _____

Date: _____

Company Name: _____

7.1 Proposal # P-086-10 - Printing Services Solution – Checklist Printer #2

REQUIREMENT CHECKLIST

Any requirements that do not meet or exceed the minimum requirements may not be considered.

HIGH SPEED Copier / Printer #2

Minimum Requirements:

	YES	NO	COMMENT
Rated print speed meets or exceeds 160 pages per minute (ppm) <u>Please indicate rated speed</u> 8.5x11 simplex ppm = _____ 8.5x11 duplex ppm = _____ 11x17 simplex ppm = _____ 11x17 duplex ppm = _____			
Paper Input – 5 input trays, High Capacity (3000+ pages), Interposer HC quantity = _____ pages			
Paper output - High Capacity stacker/s HC quantity = _____ pages			
Heavy Duty Finishing Booklet maker / Stapler / Saddle Stitch / Fold / Trim Specify: Folding Capacity: _____ pagers			
Inline Tape Binding			
Automatic Document Feeder / Scanner			
Print Controller Specify: _____ RIP Speed: _____			
Workflow Management with Job Composition features WYSIWYG environment w/composition flexibility & enhanced PDF options Specify: _____			
Operator controlled Hold & Print Queues			
Print Resolution Specify: _____			
Environmentally friendly toner and emissions			
Low Operating noise - Specify running DB= _____			
Low Power Consumption in Running mode – Specify: _____			

Initial: _____

Date: _____

Company Name: _____

7.1 Proposal # P-086-10 Printing Services Solution – Checklist Printer #3

REQUIREMENT CHECKLIST

Any requirements that do not meet or exceed the minimum requirements may not be considered.

HIGH SPEED Copier / Printer # 3

Minimum Requirements:

	YES	NO	COMMENT
Rated print speed meets or exceeds 120 pages per minute (ppm) <u>Please indicate rated speed</u> 8.5x11 simplex ppm = _____ 8.5x11 duplex ppm = _____ 11x17 simplex ppm = _____ 11x17 duplex ppm = _____			
Paper Input – 5 input trays, High Capacity, Interposer HC quantity = _____ pages			
Paper output - High Capacity stacker/s HC quantity = _____ pages			
Heavy Duty Finishing Booklet maker / Stapler / Saddle Stitch / Fold / Trim Specify: Folding Capacity:			
Automatic Document Feeder / Scanner			
Print Controller Specify: _____ RIP Speed: _____			
Workflow Management with Job Composition features WYSIWYG environment w/composition flexibility & enhanced PDF options Specify: _____			
Operator controlled Hold & Print Queues			
Print Resolution Specify: _____			
Environmentally friendly toner and emissions			
Low Operating noise - Specify running DB=_____			
Low Power Consumption in Running mode – Specify: _____			

Initial: _____

Date: _____

Company Name: _____

7.1 Proposal # P-086-10 Printing Services Solution – Checklist Printer #4

REQUIREMENT CHECKLIST

Any requirements that do not meet or exceed the minimum requirements may not be considered.

COLOUR High Speed Printer / Copier #4

Minimum Requirements:

	YES	NO	COMMENT
Rated print speed meets or exceeds 65 pages per minute (ppm) <u>Please indicate rated speed</u> 8.5x11 simplex ppm = _____ 11x17 simplex ppm = _____			
Paper Input – 5 input trays inc/ 2 HC trays			
Paper output - High Capacity stacker/s			
Heavy Duty Finishing Booklet maker / Stapler / Saddle Stitch / Fold / Trim Specify: _____ Folding Capacity: _____			
Automatic Document Feeder / Scanner			
Print Controller Specify: _____ RIP Speed: _____			
Workflow Management with Job Composition features WYSIWYG environment w/composition flexibility & enhanced PDF options Specify: _____			
Operator controlled Hold & Print Queues			
Print Resolution Specify: _____			
Environmentally friendly toner and emissions			
Low Operating noise - Specify running DB= _____			
Low Power Consumption in Running mode – Specify: _____			

Initial: _____

Date: _____

Company Name: _____

7.1 Proposal # P-086-10 Printing Services Solution – Requirement Checklist

REQUIREMENT CHECKLIST

Any requirements that do not meet or exceed the minimum requirements may not be considered.

Please answer the questions below, using additional space if required.

- 1) **Environmental impact – Please specify Toner, Emission Impact on the environment as a result of use.**
- 2) **Please outline your management structure, staff resources available and financial stability. This will include the proponents experience and expertise with systems contracting, preferably with school board customers.**
- 3) **Please outline the security of data (i.e. hard drives maintaining copies of data and how data is deleted).**
- 4) **Please outline your ability to supply, service and maintain all the items listed in your proposal.**
- 5) **Value Added Opportunities:**
 - i) **What additional Support or In-Service does your firm provide:**
 - ii) **Is Training or phone support included or available?**
 - iii) **Are Work Shops/Seminars available throughout the year?**
 - iv) **Do you have a recycling program in effect for toner cartridges? Please provide details:**

**Toronto Catholic District School Board Print Services
Appendix A**

7.2 Proposal # P-086-10 Printing Services Solution - Pricing

PRICING

*All prices and charges quoted for the proposed products must NOT include Harmonized Sales Tax (H.S.T.) and must be expressed in **Canadian** currency. Any requirements that do not meet or exceed the minimum requirements may not be considered)*

Pxx-10 Print Services – 5 Year Lease (All inclusive)

Black & White equipment combined :

HIGH SPEED Copier / Printer #1

Manufacturer _____ Model _____ attach options list

HIGH SPEED Copier / Printer #2

Manufacturer _____ Model _____ attach options list

HIGH SPEED Copier / Printer #3

Manufacturer _____ Model _____ attach options list

Combined minimum volume 13,000,000 - Cost per copy _____

Overage – Cost per copy _____

Black & White equipment individual pricing per unit:

HIGH SPEED Copier / Printer #1

Manufacturer _____ Model _____ attach options list

Minimum annual required volume _____ - Cost per copy _____

Overage - Cost per copy _____

HIGH SPEED Copier / Printer #2

Manufacturer _____ Model _____ attach options list

Minimum annual required volume _____ - Cost per copy _____

Overage - Cost per copy _____

Initial: _____

Date: _____

Company Name: _____

HIGH SPEED Copier / Printer #3

Manufacturer _____ **Model** _____ **attach options list**

Minimum annual required volume _____ **- Cost per copy** _____

Overage - Cost per copy _____

7.2 Proposal # P-086-10 Printing Services Solution – Pricing Continued

PRICING

All prices and charges quoted for the proposed products must NOT include Harmonized Sales Tax (H.S.T.) and must be expressed in Canadian currency. Any requirements that do not meet or exceed the minimum requirements may not be considered)

Pxx-10 Print Services – 3 Year Lease (All inclusive)

Black & White equipment combined :

HIGH SPEED Copier / Printer #1

Manufacturer _____ Model _____ attach options list

HIGH SPEED Copier / Printer #2

Manufacturer _____ Model _____ attach options list

HIGH SPEED Copier / Printer #3

Manufacturer _____ Model _____ attach options list

Combined minimum volume 13,000,000 - Cost per copy _____

Overage – Cost per copy _____

Black & White equipment individual pricing per unit:

HIGH SPEED Copier / Printer #1

Manufacturer _____ Model _____ attach options list

Minimum annual required volume _____ - Cost per copy _____

Overage - Cost per copy _____

HIGH SPEED Copier / Printer #2

Manufacturer _____ Model _____ attach options list

Minimum annual required volume _____ - Cost per copy _____

Overage - Cost per copy _____

HIGH SPEED Copier / Printer #3

Manufacturer _____ **Model** _____ **attach options list**

Minimum annual required volume _____ **- Cost per copy** _____

Overage - Cost per copy _____

7.2 Proposal # P-086-10 Printing Services Solution – Pricing Continued

PRICING

All prices and charges quoted for the proposed products must NOT include Harmonized Sales Tax (H.S.T.) and must be expressed in Canadian currency. Any requirements that do not meet or exceed the minimum requirements may not be considered)

Pxx-10 Print Services – 5 Year Lease (All inclusive)

COLOUR High Speed Printer / Copier

Manufacturer _____ Model _____ attach options list

Minimum annual required volume _____ Cost per copy _____

Overage - Cost per copy _____

7.2 Proposal # P-086-10 Printing Services Solution – Pricing Continued

PRICING

All prices and charges quoted for the proposed products must NOT include Harmonized Sales Tax (H.S.T.), and must be expressed in Canadian currency. Any requirements that do not meet or exceed the minimum requirements may not be considered)

Pxx-10 Print Services – 3 Year Lease (All inclusive)

COLOUR High Speed Printer / Copier

Manufacturer _____ Model _____ attach options list

Minimum annual required volume _____ - Cost per copy _____

Overage - Cost per copy _____

7.3 –Authorized Signatures

Company Name: _____

Address: _____

Name of Responsible Officer: _____

Title of Responsible Officer: _____

Phone of Responsible Officer: _____

Email of Responsible Officer: _____

Signature of Responsible Officer: _____

Date: _____

8 APPENDIX “B” - Supplier Background & References

Do you currently supply other school boards? If yes, please list and indicate types of product/service:

Each Proponent shall provide the reference information as requested in this RFP. Failure to provide similar references may disqualify the Proponent from further consideration.

Reference #1

Company Name:
Company Address:
Contact Name:
Contact Telephone Number:
Facsimile Number & E-mail Address
Date Products Supplied (Work Undertaken):
Nature of Assignment:

Reference #2

Company Name:
Company Address:
Contact Name:
Contact Telephone Number:
Facsimile Number & E-mail Address
Date Products Supplied (Work Undertaken):
Nature of Assignment:

Reference #3

Company Name:
Company Address:
Contact Name:
Contact Telephone Number:
Facsimile Number & E-mail Address
Date Products Supplied (Work Undertaken):
Nature of Assignment:

Reference #4

Company Name:
Company Address:
Contact Name:
Contact Telephone Number:
Facsimile Number & E-mail Address
Date Products Supplied (Work Undertaken):
Nature of Assignment:

9 APPENDIX “C” - Agreement to Abide

The Board is advising its trustees, staff and agents that the integrity of the process requires observance of the following ground rules:

1. All communications, including requests for information, between suppliers and the school Board regarding this Request for Proposal must be between only the representatives of the Board and each supplier 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 school Board and any representative of the supplier, and no giving of information with respect to the Request for Proposal, Request for Proposal processes and the final Agreement.
3. Any and all information made available by the Board to one supplier will be made available to all.
4. Any attempt on the part of any Supplier, or any of its employees, agents, contractors or representatives to contact any persons other than the designated representatives with respect to the Request for Proposal or any action or violation of the above requirements will be grounds for disqualification, and the Board may, at its discretion, in addition to any other rights or remedies available at law, forthwith revoke the status of the supplier, and may reject any potential or actual submission or proposal submitted by that supplier.

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

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

Certification:

Company Name

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

Signature of responsible officer