



FORM OF TENDER

Project Reference #: RFT 26-035

Project: School Renovations - Kilbride PS

From (Bidder): _____
Company Name

Street Address

City, Province and postal code

Phone Number Email Address

To (Owner): Halton District School Board
2050 Guelph Line
Burlington, Ontario L7P 5A8

By signing below, I/We acknowledge that I/We have read and accept the terms and conditions of this document and further that I/We have the authority to bind the organization.

I/We acknowledge that I/We have received addenda numbered _____ to _____ and the fee(s) quoted incorporate such addenda.

I/We have included one (1) electronic copy of the proposal submission in accordance with the terms and conditions of this RFP.

If this proposal is accepted by the HDSB and the HDSB is proceeding with the internal approvals for the award of the Agreement, then I/we will provide the required proof of insurance, and all other required submittals within five (5) business days of notification from the HDSB.

I/We, the undersigned, having examined the RFX Documents for the above-named Project, including Addenda, HDSB Standard Terms and Conditions and hereby offer to perform the Work in accordance with the Tender Documents, for the Stipulated Price of:

RFT 26-035 School Renovations - Kilbride PS
Form of Tender Continued
Page 2 OF 2

Base Bid Amount (Excluding HST)	\$
Cash Allowance - as per Spec Section 01020	\$ 92,000.00
Contingency Allowance	\$ 90,000.00
Total Base Bid Amount (Excluding HST)	\$

Proposed Subcontractor

Electrical	
Mechanical	

We, the undersigned, declare that:

- a. We agree to perform the Work within the required completion time specified in the Tender Documents,
- b. We have arrived at the Tender without collusion with any competitor,
- c. This Tender is open to acceptance by the Owner for a period of 120 days from the date of Tender Closing,
- d. All Form of Tender supplements called for by the Tender Documents from an integral part of this Tender.

Signature: _____

LEGAL NAME OF BIDDER _____ DATE _____

AUTHORIZED SIGNATURE OF BIDDER _____
I have the authority to bind the Bidder
& TITLE _____
PRINTED NAME _____



APPENDIX A - DECLARATION SIGNATURE SHEET

1. I/WE DECLARE that this Submission is made without collusion, knowledge, and comparison of figures or arrangement with any other company, firm or person submitting a Submission for the same work.
2. I/WE DECLARE that to our knowledge no member of Halton District School Board is, will be or has become financially interested, directly or indirectly, in any aspect of the Contract other than in the appropriate discharge of his/her obligations as an employee/officer of Halton District School Board.
3. I/WE HAVE READ, Understood and agree to abide by the Agreement to Abide by the Established Process.
4. I/WE HAVE CAREFULLY examined the RFX documents, including Addenda, and the HDSB Standard Terms and Conditions and have a clear and comprehensive knowledge of what is being requested hereunder. By submitting the Submission, the Bidder agrees and consents to the administrative procedures of the Board, as well as the procedures, terms, conditions and provisions of the RFX, including the Form of Tender.
5. I/WE have carefully examined all of the Proposal Documents, and that we have thoroughly reviewed all proposal documentation and addenda (as applicable) and hereby accept and agree to same as forming part and parcel of the proposed Contract.
6. I/WE ARE AUTHORIZED BY and have the authority to bind the Bidder.

DATE: _____

NAME: _____
Please Print

SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

E-MAIL to Send PO: _____



APPENDIX B - SUPPLIER ATTESTATION

I, the undersigned, on behalf of **[Insert Full Legal Name of Supplier]** (the "Supplier"), hereby make the following declarations and attestations:

1. Compliance with Procurement Restrictions

The Supplier has read, understands, and agrees to comply with all applicable procurement restriction requirements as outlined by the Halton District School Board (HDSB), including, but not limited to, restrictions related to trade agreements, supplier eligibility, conflict of interest, and ethical business conduct.

2. Prohibited Suppliers and Affiliates

The Supplier confirms that neither it, nor any of its affiliated entities, principals, directors, or key personnel are currently debarred, suspended, or otherwise prohibited from bidding on or being awarded public contracts in the Province of Ontario, or in any other relevant jurisdiction applicable to this procurement.

3. Disclosure of Conflict of Interest

The Supplier confirms that it has disclosed any actual or potential conflict of interest or circumstances that may give rise to a perceived conflict of interest. If no such conflicts exist, the Supplier confirms that, to the best of its knowledge, none are known at the time of submission.

4. Ongoing Obligation

The Supplier acknowledges that compliance with the Procurement Restriction Policy is an **ongoing obligation**. The Supplier agrees to immediately notify the HDSB in writing if any information relevant to this declaration changes during the term of the procurement process or contract.

By signing below, I certify that the information provided in this attestation is true and accurate to the best of my knowledge.

Authorized Signature: _____

Name: [Insert Name] _____

Title: [Insert Title] _____

Company Name: [Insert Legal Name of Supplier] _____

Date: _____



APPENDIX C - PROCUREMENT RESTRICTION POLICY COMPLIANCE DECLARATION

In accordance with the Ontario Government's Procurement Restriction Policy and under the direction of the Ontario Government, the Halton District School Board (HDSB) is required to restrict participation in procurement opportunities from certain suppliers.

Specifically, U.S. based businesses are not eligible to participate in this procurement if they meet the following criteria:

- The business has its head office or principal place of business located in the United States; and,
- The business employs fewer than 250 full-time employees in Canada at the time of this procurement process.

Supplier Declaration of Status

Suppliers are required to declare their status in accordance with the above definition.

Please check one of the following boxes:

We are a U.S. based business as defined under the Ontario Government's Procurement Restriction Policy.

We are not a U.S. based business as defined under the Ontario Government's Procurement Restriction Policy.

By signing below, I certify that the information provided in this attestation is true and accurate to the best of my knowledge.

Authorized Signature:

Name: [Insert Name]

Title: [Insert Title]

**Company Name: [Insert
Legal Name of Supplier]**

Date:



APPENDIX D - VOLUNTARY DECLARATION OF DIVERSE SUPPLIER STATUS

The Halton District School Board (HDSB) is committed to promoting equity, diversity, and inclusion in its procurement practices. In alignment with these values, HDSB encourages participation from diverse vendors, including businesses that are at least 51% owned, managed, and controlled by individuals from equity-deserving groups.

This declaration is **voluntary** and **will not be used as part of the evaluation or award process unless otherwise stated**. It is for data collection and internal reporting purposes only.

Please indicate if your business qualifies under one or more of the following categories (select all that apply):

- Indigenous-owned business
- Women-owned business
- Black-owned business
- Racialized (visible minority)-owned business
- 2SLGBTQIA+-owned business
- Persons with disabilities-owned business
- Canadian Veteran-owned business
- Social enterprise
- Other (please specify): _____
- Prefer not to disclose

By selecting any of the above, I affirm that at least 51% of the ownership and control of the business resides with individuals who self-identify with the selected category(ies).

Authorized Signature: _____

Name: _____

Title: _____

Company Name: _____

Date: _____



Appendix E – Notice of Intent Not to Submit a Bid

(Optional – For Vendors Who Do Not Intend to Respond)

If you do not intend to submit a bid in response to this RFX, the Halton District School Board (HDSB) would appreciate your assistance in completing this form and returning it to the email or online portal specified in the RFX. Your feedback helps us improve future procurement processes.

Company Name: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Please check the applicable reason(s) for not submitting a response:

- The goods/services required are not within our area of expertise
- We are unable to meet the requirements/specifications
- Insufficient time to prepare a submission
- Cannot meet delivery or performance schedule
- Terms and conditions are too restrictive (please elaborate below)
- We do not wish to compete for this contract
- Already engaged in other work that conflicts with this opportunity
- Other (please specify): _____

Additional comments or suggestions for improving future opportunities (optional):

The HDSB thanks you for your time and interest.

Appendix F – Mandatory Incorporated Provisions

Some Mandatory Incorporated Provisions included in this RFX may not be relevant to every proposal and shall apply to the extent applicable.

Limitation of recourse; waiver as to the Crown (FAA s. 28)

Without limiting the *Financial Administration Act* (Ontario), including section 28, the Supplier acknowledges and agrees that its remedies, recourse and rights in respect of any Definitive Agreement are limited to HDSB and to HDSB's right, title and interest in its assets.

The Supplier further agrees that the following wording is a Mandatory Incorporated Provision and applies to every Definitive Agreement: "Supplier unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of the Agreement, and agrees that it shall have no remedies, recourse or rights in respect of the Agreement against the Crown in right of Ontario, any Ontario Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the Halton District School Board and its assets."

Freedom of Information and Privacy

Supplier shall comply with the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and treatment of confidential and personal information as set out in the RFX and HDSB Standard Terms and Conditions, including audit/disclosure obligations and records retention (minimum seven (7) years).

Accessibility

Supplier shall comply with the Ontario Human Rights Code, the Ontarians with Disabilities Act, 2005, and all regulations under each of the foregoing, including with respect to accessibility for Ontarians with disabilities.

WSIB/Health and Safety

Proof of WSIB coverage and compliance with the OHSA and applicable HDSB health and safety/asbestos requirements.

No Publicity

No publicity or promotion regarding HDSB or the Definitive Agreement without HDSB's prior written consent.

Audit Rights

HDSB reserves the right at any time during normal business hours, and as often as HDSB may deem necessary, to examine the successful Supplier's records with respect to the services delivered in connection with any Definitive Agreement. audit and records inspection rights as stated in the HDSB Standard Terms and Conditions.

The successful Supplier shall permit the HDSB to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of data relating to matters covered by any Definitive Agreement. The successful Supplier shall maintain and retain all records and other documents related to any purchase order, and any Definitive Agreement for a period of seven (7) years from the date of final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the HDSB.

Contract Extension

Following the initial term of any Definitive Agreement, as applicable, the HDSB may, at its sole discretion, elect to extend any such Definitive Agreement for one or more additional term(s). Any such extension(s) shall be contingent upon satisfactory performance by the Supplier, as determined solely by the HDSB. The HDSB also reserves the right to negotiate the terms and conditions applicable to any extension, including, but not limited to, pricing and service levels.

Supplier's Conduct

When on HDSB property, the Supplier and its employees must:

- a) have proper identification (name badge, uniform with logo, photo I.D. etc.);
- b) be dressed appropriately, the following are not appropriate:
 - i. clothing that fails to contain the anatomy when the person is carrying out normal duties, and
 - ii. clothing with printed slogans, advertising or designs that are obscene or could have a double meaning;
- c) use appropriate language;
- d) refrain from wearing scented products or fragrances such as perfume, cologne, after shave, shampoos (as required);
- e) work with dignity, courtesy and respect for self and others;
- f) not make noise or move in corridors during morning announcements, and when playing the national anthem;
- g) observe procedures during fire evacuation and lockdowns, whether they are actual or test (drills); and
- h) park in designated spots.

The Supplier shall comply with all applicable HDSB policies and procedures, including but not limited to maintaining a smoke-free environment, and actively preventing,

refraining from, and promptly reporting any instances of sexual, racial, and ethno-cultural harassment or discrimination.

The Supplier will ensure that the education program is not interrupted and that the health and safety of the students and staff is not compromised.

Supplier acknowledges that no person who is impaired by alcohol or drugs will enter and/or remain on HDSB property.

The Supplier agrees that its employees and subcontractors will observe and comply with all standards, procedures, policies, rules and regulations of the HDSB, including but not limited to:

- a) privacy;
- b) use of facilities;
- c) use of equipment;
- d) building security; and,
- e) computer technology.

Smoking/Vaping on HDSB Property

The Supplier shall not, and shall not permit its employees, agents, contractors, and representatives to, smoke any substance, by any means within any HDSB buildings or on any HDSB property, including inside vehicles located on HDSB premises. This prohibition includes, but is not limited to, tobacco, cannabis in any form, and the use of vaping devices.

Vehicle operation on HDSB Property

The Supplier shall exercise due care and caution when operating motorized vehicles on school property, particularly during times when students are entering or exiting the school building, or are present outside on school grounds or adjacent areas, including recess, lunch periods, and before or after the school day.

Additionally, while on HDSB property, Supplier and its employees, agents, contractors, and representatives shall turn off their vehicles and remove the keys during any stop and must never leave a vehicle idling while unattended, nor parked in designated accessible parking spaces. The HDSB assumes no responsibility for any theft of, or theft from, vehicles operated by the Supplier or its employees, agents, contractors, and representatives.

Suppliers will be responsible for any damage to HDSB property including but not limited to asphalt or natural surfaces as a result of using them for access of heavy vehicles. Making good of natural surfaces or asphalt areas that are damaged in the course of the work shall be to the original (new) condition irrespective of their condition prior to commencement of the work, or the condition of the adjacent unaffected areas. Supplier

vehicles are only permitted to access, stand or be parked in areas designated by administrative staff of HDSB.

Assignment

Except as expressly set out in any Definitive Agreement, the Supplier shall not assign, transfer, subcontract, convey, or otherwise dispose of any Definitive Agreement, in whole or in part, nor any right, title, interest, or authority therein, to any other individual, firm, company, or corporation without the prior written consent of the HDSB. Any such action taken without prior written consent shall be deemed null and void.

For the purposes hereof, the transfer or issuance by the Supplier of more than fifty (50%) percent of the voting securities of the Supplier to any third party other than to an affiliate (as such term is defined in the *Business Corporations Act* (Ontario)) or the shareholder or shareholders of the Supplier as of the Closing Date, whether or not such transfer or issuance of voting securities takes place in one or more transactions, shall, for the purposes of this provision, be deemed to be an assignment of the Definitive Agreement requiring the consent of the HDSB, unless such transfer or issuance of shares is made pursuant to an initial public offering of common shares under the *Securities Act* (Ontario).

Change Orders

A Change Order arises when unforeseen conditions are identified that are directly related to the original scope of work as defined in the applicable Definitive Agreement.

For any Change Order not initiated by HDSB senior management, the following conditions must be met prior to issuance:

- a) Written approval from the HDSB must be obtained before any modifications are made to the applicable Definitive Agreement.
- b) No work associated with a proposed Change Order shall commence without prior written approval from HDSB.

All Change Order requests or recommendations must clearly outline the anticipated impact on both project cost and schedule. HDSB reserves the right to engage external consultants or experts to assess the necessity of the Change Order and to validate its financial or scheduling impact.

No alterations to the original scope of work shall proceed without formal written authorization from the HDSB. All changes shall be initiated through HDSB-issued Work Orders or Purchase Orders, which must include the agreed-upon change cost and be signed by both the Supplier and the HDSB's representative as authorization to proceed.

General contractor and all subcontractors are restricted to the following mark-ups on change orders:

- a) General contractor on their own work 5% overhead and 5% profit;
- b) General contractor on subcontractor work 5% overhead;
- c) Subcontractor on their own work 5% overhead and 5% profit; and
- d) Subcontractor on subcontractor work 5% overhead.

The mark-ups noted above cover all administrative costs and site supervision costs unless agreed upon by the HDSB. Mark-ups shall be calculated based on the net costs excluding all applicable taxes. All work intended to be expensed to/from a designated cash allowance are not subject to mark-ups.

Any work performed without a written, HDSB-signed change order will not be compensated, and that unauthorized changes may be grounds for termination.

Intellectual Property

The Supplier shall not use any intellectual property of HDSB including, but not limited to, logos, registered trademarks, or trade names of HDSB, at any time without the prior written approval of HDSB.

Force Majeure and Delay in Performance

Delays or failures in performance by either party under the Definitive Agreement shall not be considered a default or give rise to any claim for damages if caused by events beyond the reasonable control of the affected party. Such events include, but are not limited to government decrees, acts of God, fires, floods, riots, wars, rebellions, sabotage, and atomic or nuclear incidents. However, financial difficulties, strikes, lockouts, or other collective labor actions shall not be regarded as events beyond a party's control.

If either party reasonably determines that performance of the Definitive Agreement has been made impossible due to such an uncontrollable event, that party shall promptly notify the other in writing at which time HDSB may:

- Terminate the Definitive Agreement immediately without any further payments; or,
- Authorize the Supplier to continue performance of the Definitive Agreement with mutually agreed adjustments to accommodate the impact of the event.

Indemnification

The Supplier shall indemnify and hold harmless the HDSB, its trustees, officers, directors, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses (including legal, expert, and consultant fees), as well as any claims, demands, actions, causes of action, or proceedings, whether in contract, tort, or otherwise, brought by any person, arising out of or in connection with:

- a. the Supplier's failure to comply with applicable laws, regulations, codes, or recognized industry standards in Ontario;
- b. labour, materials, or equipment provided in the performance of the Definitive Agreement;
- c. infringement or alleged infringement of intellectual property rights, including inventions, copyrights, trademarks, or patents used in performing the Definitive Agreement or resulting from the use or operation of any deliverable upon completion of the work contemplated by the Definitive Agreement.

Insurance

The Supplier shall obtain and maintain, at its own expense, minimum insurance coverages as required by HDSB with insurers licensed to operate in the Province of Ontario.

The Supplier shall provide proof of insurance (Certificate of Insurance) prior to commencing any work or services and subsequently from time to time upon request by HDSB, and at least 30 days prior to each anniversary of the Definitive Agreement.

Certificates must be provided in a form acceptable to HDSB and confirm that all policies include the required clauses and naming of HDSB as an Additional Insured.

Proof of WSIB Coverage

If the Supplier is subject to the *Workplace Safety and Insurance Act* ("WSIA") or the *Workplace Safety and Insurance Amendment Act, 2008* ("WSIAA"), the Supplier shall submit a valid clearance certificate of Workplace Safety and Insurance Board ("WSIB") coverage to the HDSB before commencing the performance of any work or services. In addition, the Supplier shall, from time to time during the term of the Definitive Agreement and at the request of the HDSB, provide additional WSIB clearance certificates.

The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it or its subcontractors, from time to time during the term of the Definitive Agreement, under the WSIA and/or the WSIAA, failing which the HDSB shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay to the WSIB any amount due pursuant to the WSIA or the WSIAA unpaid by the Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Definitive Agreement together with all costs incurred by the HDSB in connection therewith.

Travel Expenses

The Supplier must obtain prior written approval from the HDSB for costs incurred as a result of accommodation or travel associated with the Definitive Agreement. These costs must be charged in accordance with the HDSB's travel policy, as may be amended from time to time. Suppliers may obtain applicable rates from the HDSB. All such pre-approved costs, where applicable, must be itemized separately on invoices.

HDSB shall not be responsible for any meal, hospitality, or incidental expenses incurred by the Supplier, whether incurred while travelling or otherwise including but not limited to:

- a. Meals, snacks and beverages;
- b. Gratuities;
- c. Laundry or dry cleaning;
- d. Valet services;
- e. Dependent care;
- f. Home management; and,
- g. Personal telephone calls.

Invoicing/Payment/EFT

Invoices, whether submitted in paper or electronic format as agreed upon by HDSB, must be provided within twenty eight (28) calendar days of the completion of the work to which an invoice relates. Each invoice shall be itemized and include, at a minimum, the following details:

- a. Invoice number;
- b. Invoice Date;
- c. HDSB's name and location, including the name of the requester/HDSB staff and the shipment destination;
- d. HDSB purchase order number (if applicable) and order date;
- e. Supplier's name or business number, address, telephone number and HST registration number;
- f. Description of products or services provided including hourly rates, service/delivery dates, service location, quantities and rates;
- g. Supplier's product number;
- h. Attached copy of the service report/work order completed;
- i. Manufacturer's product number, if applicable;
- j. Terms of payment
- k. HST and total cost;
- l. Total amount payable;
- m. Supplier HST #.

Supplier agrees and accepts HDSB's payment terms of Net 28 days. Payment may be made by HDSB via Electronic Funds Transfer (EFT), cheque or purchasing card at no additional cost to the HDSB.

The Supplier shall provide the HDSB with the necessary banking information to enable EFT, at no additional cost to the HDSB, for any related invoice payments including, but not limited to:

- a. A void cheque or letter from the Supplier's bank;
- b. Financial institution's name;
- c. Financial institution's transit number;
- d. Financial institution's account number; and,
- e. Email address for notification purposes.

The Supplier will complete a "HDSB Vendor Information Form", an "Application of Vendor Direct Deposit", and any other documentation if required by HDSB together with ancillary deliverables contemplated thereby.

HDSB may withhold payment for any disputed amounts or pending completion by Supplier of deliverables.

Environmental, Social, Governance, Ethical and Sustainability Considerations

The Supplier shall possess and provide information, if requested by HDSB, related to its robust Environmental, Social and Governance ("ESG") business framework. The Supplier shall collaborate and support the HDSB to align with their ESG framework as it relates to currently available ESG processes, products/equipment, technologies and/or sustainable initiatives.

To the extent practicable and without compromising quality, Suppliers shall promote:

- a. Environmental design principles as required by the HDSB (e.g., environmental sustainability, data security and privacy, lean construction practices, waste management, decarbonization, indoor air quality, comfort);
- b. Sustainable social design principles as required by HDSB (e.g., social equity and equality, diversity, inclusive, accessibility, economic, and cultural impacts that achieve overarching HDSB goals that helps shape healthy, diverse and inclusive environments); and,
- c. Governance practices to enhance positive impact to the HDSB (e.g., corporate oversight, risk management, staff retention and management, and leadership).

The Supplier shall keep HDSB informed about social procurement processes. Throughout the term of the Definitive Agreement, Supplier shall provide HDSB with information requested by HDSB to allow HDSB to assess Supplier's ESG commitments.

Governing Law/Attornment

Province of Ontario and applicable federal laws of Canada; attornment to Ontario courts.

Termination

HDSB may terminate any Definitive Agreement at anytime for convenience, with reasonable notice and payment to the Supplier for work performed to date.

Asbestos Management Requirements

In accordance with Ontario Regulation 278/05, Section 10(5), HDSB will provide access to site-specific asbestos inventories for all facilities where work is being performed. These inventories are available at each HDSB site.

Supplier shall review the applicable asbestos inventory prior to commencing any work to ensure full understanding of the site conditions in relation to their scope of work. Supplier shall comply with the HDSB's Asbestos Management Administrative Procedure is mandatory at all times. The procedure is available online at:

<http://www.hdsb.ca/our-board/Policy/AsbestosManagementInFacilities.pdf>

All work must be approved in advance by the relevant HDSB department. Supplier must thoroughly review the HDSB Asbestos Register and inspect site conditions for any suspected Asbestos-Containing Materials ("ACM") that may impact the work. If any unforeseen suspected ACM is encountered, work must cease immediately, and the HDSB or facility Owner must be notified without delay.

Where ACM is confirmed and impedes the completion of work, the Supplier shall coordinate with a HDSB-approved asbestos abatement contractor and arrange any required testing in consultation with HDSB Facility Services. Supplier is fully responsible for ensuring that their subcontractors comply with all related asbestos and health and safety requirements.

Workplace Hazardous Materials Information System

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") Safety Data Sheets ("SDS") are onsite as required. Additionally, the Supplier will provide the HDSB's personnel WHMIS training, as it relates to the products and equipment, in accordance with the Ontario Occupational Health and Safety Act.

The Supplier shall provide the HDSB with online access to the SDS. If there are any changes or updates to the SDS, the Supplier shall update the documents within twenty-four (24) hours and provide notification to the HDSB that the SDS has been updated.

Electrical Requirements

The Supplier shall ensure electrical products are authorized or approved by the HDSB and in accordance with the Ontario Electrical Safety Code, the Canadian Standards Association Group (“CSA Group”), Underwriters Laboratories of Canada (“ULC”), a certification organization accredited with the Standards Council of Canada Act (Canada), and shall bear the certification organization’s mark identifying the goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical products at HDSB’s facilities.

Dangerous Goods Safety Requirements

Where applicable, the Supplier shall ensure its Products, documentation, labeling, transportation, storage, handling and usage meet industry standards and are compliant with all applicable regulatory laws and requirements including but not limited to the following:

- a. Dangerous Goods Transportation Act, R.S.O. 1990, c.D.1;
- b. Transportation of Dangerous Goods Act, 1992, S.C. 1992, c.34;
- c. Occupational Health and Safety Act, R.S.O. 1990, c.O.1;
- d. Occupational Health and Safety Act, R.R. O. 1990, Regulation 860 Workplace Hazardous Materials Information System (“WHMIS”);
- e. Hazardous Products Act, R.S.C., 1985, c. H-3; and,
- f. Restricted Components Regulations of the Explosives Act, R.S.C., 1985, c. E-17.

Reseller Authorization

The Supplier represents and warrants that it is an authorized reseller of all Products.

During the Term of the Definitive Agreement, the Supplier shall maintain the manufacturers’ authorized reseller status for all Products and provide proof of its status upon HDSB’s request. The Supplier must advise HDSB of any changes to its reseller status not less than thirty (30) days prior to such change.

HDSB Core List and Product Catalogue

The Supplier shall provide the following to HDSB when requested during the Term of the Definitive Agreement:

- a. Canadian published catalogue (e.g. education catalogue, public sector catalogue, lowest price catalogue) with Product details and images, in printed and/or electronic format;
- b. HDSB specific core Product list.

At the HDSB’s request, the HDSB and the Supplier shall develop a Core List specific to the HDSB needs. Details of the core list, including Product description, catalogue/OEM

number, packaging, Rates, escalations, and Rate refresh frequency/timing shall be mutually agreed upon by the HDSB and the Supplier and outlined in Agreement.

The Supplier shall provide the HDSB with thirty (30) days written notice prior to any rate increase. Rate increases shall be no greater than the twelve (12) month average of the Customer Price Index (CPI) for the applicable year and occur on an annual basis unless otherwise agreed to in writing by the HDSB and the Supplier. The financial incentives the Supplier and HDSB agree to shall be incorporated into the Agreement and reviewed and adjusted (e.g., annually) as required.

Product Samples

During the Term of the Definitive Agreement, the Supplier shall provide HDSB Product samples, as requested, for testing and evaluation to ensure Products meet HDSB requirements and are suitable for its purpose. Product samples may also be required when evaluating new Products, substitutes or alternatives. These Product samples shall be provided to HDSB at no additional cost.

At the end of the evaluation, HDSB is under no obligation to purchase these samples. For Products that are not consumables, HDSB may, however, choose to purchase the samples at discounted rates or return the samples at the Supplier's cost.

Product Labelling and Information

The Supplier shall meet all applicable labeling requirements including but not limited to the following:

- a. WHMIS labeling requirements;
- b. Expiry date information; and,
- c. Batch and/or lot number.

HDSB has the right to reject any shipment where the proper label is not affixed, and the Supplier shall be responsible for the return and shipping of new Products at no additional cost to the HDSB.

Delivery Lead Times and Product Delivery

The Supplier shall deliver Products according to the following delivery lead times unless otherwise agreed between the Supplier and HDSB:

- a. Products will be delivered within two (2) Business Days of receipt of order by the Supplier, for regular Products in stock; and,
- b. Customized Products will be delivered as mutually agreed upon between the Supplier and HDSB.

The Supplier shall coordinate directly with the HDSB regarding the status of orders, and delivery.

All Products shall be Delivered Duty Paid (“DDP”) to inside the door or the dock of the HDSB location as requested by HDSB. Special handling fees, if required, will be charged separately. The Supplier shall deliver orders with correct Products and quantities within the lead time. All Products will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the HDSB’s required information (e.g., name of the employee who placed the order, purchase order number, Products and quantities ordered/shipped/back ordered (if any), and catalogue number). Deliveries must be made by the Supplier’s own transportation fleet or a reputable transportation company that allows for tracking of the shipments. Deliveries must take place during HDSB’s regular business hours.

Special Handling

The Supplier shall ensure orders are delivered properly for Products that require special handling including but not limited to the following:

- a. Chemicals;
- b. Explosives;
- c. Live specimens;
- d. Temperature sensitive Products; and,
- e. Time sensitive Products.

The Supplier shall notify the HDSB of any additional costs for special handling at the time of order.

Minimum Order Amounts

The Supplier shall provide delivery, at no additional cost to the HDSB, for any order with a minimum value of one hundred dollars (\$150). Special handling fees, if required, may be charged separately. The Supplier shall notify the HDSB, prior to shipping, of any Products that have a minimum quantity requirement that has not been met (e.g. Product sold in packages of twelve (12) and only two (2) were ordered).

Order Management, Bulk Purchases, and Order Acknowledgement

The Supplier shall provide a variety of ways for HDSB to order Products including, but not limited to the following:

- a. Electronic Data Interchange (“EDI”);
- b. Email;
- c. Supplier’s online ordering process;
- d. Toll free phone; and/or,
- e. Via purchase order through the HDSB’s financial system.

The Supplier shall acknowledge the receipt of an order by the HDSB immediately or within one (1) Business Day if requested. The Supplier will include in this

acknowledgement, any Products ordered that cannot be fulfilled (e.g., back orders). The HDSB, at its sole discretion may:

- a. Cancel some or the entire order;
- b. Ask the Supplier to ship only available Products and cancel any backorders; and/or,
- c. Agree to an alternative delivery schedule based on anticipated Product availability.

The Supplier shall support coordinated bulk purchases initiated by HDSB during the Term of the Agreement. If this occurs, HDSB may negotiate a lower Rate with the Supplier for bulk purchases. Lead time and/or delivery locations, per HDSB, for bulk purchases may differ and/or be for multiple locations. HDSB will ensure reasonable lead times for bulk purchases are requested. Once Products have been received at an HDSB location, the Supplier shall invoice accordingly.

Order Changes, Cancellations, Back Orders and/or Product Substitution

The Supplier shall accept new orders, order changes and/or cancellation as may be required, within timelines mutually agreed upon between the HDSB and the Supplier, at no additional cost to the HDSB.

Supplier shall confirm back orders at the time of the order confirmation with an estimated delivery date. HDSB, at its sole discretion and at no additional cost, will have an option to:

- a. Cancel some or the entire order;
- b. Ask the Supplier to ship only available Products and cancel any backorders; and/or,
- c. Agree to an alternative delivery schedule based on anticipated Product and/or Service availability.

The Supplier will only substitute Products with approval from HDSB and only with Products of equivalent or greater specification at no additional cost to the HDSB.

Damaged or Defective Shipment

The HDSB may not accept the delivery of the Products if they are:

- a. Damaged (or the packaging is damaged);
- b. Not delivered as agreed; or,
- c. Substituted without prior approval of the HDSB.

The Supplier shall accept returns and provide replacement of Products that are found to be defective at the time of unpacking within ninety (90) days from the delivery date. The Supplier shall be responsible for all shipping costs related to the return and replacement (e.g., immediately if required by HDSB) of any damaged or defective Products from the

HDSB's location. HDSB will not be responsible for any additional costs (e.g., restocking fees) due to damaged or defective Products received.

Product Availability and Discontinued Products

The Supplier will provide notice to HDSB within twenty-four (24) hours of the Supplier discovering any potential supply concern. The Supplier will provide HDSB with their resolution to the situation within twenty-four (24) hours of notification.

The Supplier shall not arbitrarily discontinue Products and shall provide the HDSB with sufficient notice (e.g., within sixty (60) days) prior to discontinuation. Further, the Supplier shall ensure that in the event a Product becomes unavailable and a replacement is proposed, the replacement Product shall have equal or greater functional capabilities/specifications than those of the retiring Product at a similar rate.

Recalls and Returns

The Supplier shall ensure that Products meet current safety standards and regulations and shall advise HDSB of any changes with regulatory agencies related to the Products, which may impact the future availability of Products, or service support of the Products. The Supplier shall within twenty-four (24) hours report recalled Products to HDSB advising HDSB of applicable details (e.g., model number, serial number, reason for recall). The Supplier shall comply with the requirements of any applicable law in respect of recalled Products, and repair or replace the Product at no additional cost to HDSB.

The Supplier shall accept all Products returned by the HDSB that were ordered incorrectly and not used within thirty (30) days of the date of Product receipt at the HDSB's location, at no additional cost (e.g., restocking or shipping fee) to the HDSB. The Supplier may charge a restocking fee, mutually agreed upon with the HDSB, for the return of non-stock Products or special orders where the Supplier has incurred additional costs for production or shipping, and the Product cannot be resold by the Supplier.

Process to Add Other Products/Services

During the Term of the Definitive Agreement the Supplier may request adding other Products and or/related services (e.g., newly available Products) to the Definitive Agreement to align with HDSB needs. HDSB will review and assess the request and may accept or reject based on Products in the current Agreement and its needs.

The Supplier shall provide written notice to HDSB of at least sixty (60) days if requesting a Product and/or Service refresh. Additional Product and Services requests from the Supplier must be accompanied by appropriate documentation (e.g., Product description, and rationale for the addition, proposed Rates, etc.).

Rates for newly added Products will be negotiated at the time of the request ensuring rate alignment with similar Products currently available in connection with the Definitive Agreement.

Product Trade-In and Promotional Discounts

The Supplier shall offer HDSB discounts or credits for the use of old Products.

The Supplier shall offer HDSB the same special promotions to kick off new Product lines, sell-off discontinued inventory, and/or end-of-line Products as offered to other customers.

Supplier Training, Knowledge Transfer and Support to HDSB

The Supplier shall provide effective support to HDSB including, but not limited to:

- a. Providing a responsive account executive (with applicable back-up) assigned to the HDSB to support HDSB's needs by providing day-to-day and ongoing administrative support, and operational support;
- b. Managing issue resolution in a timely manner;
- c. Complying with agreed upon escalation processes to resolve outstanding issues;
- d. Responding to HDSB's inquiries (e.g., to day-to-day activities) within one (1) Business Day;
- e. Ensuring minimal disruption to HDSB;
- f. Providing easy access to the Supplier (e.g., online, toll free telephone number, email, voicemail, chat or fax);
- g. Providing training/demonstrations, knowledge transfer, and no-cost educational events (e.g., webinars), if available;
- h. Establishing an ongoing communications program with the HDSB (e.g., new initiatives, innovation, sustainability);
- i. Adhering to the HDSB's confidentiality and privacy policies (e.g., related to student's private information);
- j. Providing written notice to HDSB on any scheduled shutdown that would impact services (e.g., inventory count, relocation of warehouse, website maintenance);
- k. Provide HDSB reporting; and,
- l. Attending meetings with HDSB, as requested.

Additionally, the Supplier shall provide training, knowledge transfer and reference materials where applicable regarding, but not limited to, the following:

- a. Storage and handling of any hazardous Products, or Products that require any special handling or storage;
- b. Use of the Products;
- c. Health and safety issues related to the use of the Products;
- d. Maintenance and care for equipment Products; and,
- e. Workplace Hazardous Materials Information System ("WHMIS") training.

Finally, the Supplier should, at no additional cost, provide HDSB transition support (e.g., setting up a Supplier's account from the HDSB's current agreement/purchasing arrangement) with minimal service disruption.

Warranty Coverage & Warranty Support

All work performed by the Supplier shall be carried out in a professional and competent manner. All materials, goods, and services supplied must conform to the applicable specifications established by the HDSB, its consultant, or the manufacturer. The Supplier warrants that all materials, goods, services, and workmanship shall be free from defects and fully suitable for the intended purpose as defined by the HDSB.

All goods provided must be new, in proper working condition, free from defective materials, manufacturing flaws, and substandard workmanship, and must represent the latest available model complete with all standard manufacturer accessories.

Understanding that Products may have varying warranty terms and conditions, the Supplier shall at a minimum, provide standard Product original equipment manufacturer warranty coverage to the HDSB from the date of Product receipt at the HDSB's location. The Supplier shall register the Product for warranty and manage the OEM's warranty coverage upon delivery. All goods and/or services must be accompanied by written warranties and guarantees acceptable to the HDSB. Furthermore, any shipping costs associated with approved warranty exchanges shall be borne entirely by the Supplier at no additional cost to the HDSB.

The Supplier shall submit any special assembly, installation, care or maintenance instructions that must be followed to make a claim on the warranty directly to the HDSB upon purchase of the Product, unless directed otherwise by the HDSB.

Where a manufacturer's standard warranty applies to the Product, the Supplier shall be responsible for arranging Product exchanges and repairs. For all Products with warranty coverage, the costs of parts, labour, and shipping to and from the HDSB's location associated with repairs and/or replacement shall be at no additional cost to the HDSB.

All warranty related repairs for equipment Products shall be performed by a certified technician. Where possible, the Supplier shall complete repairs at the HDSB's location to minimize equipment downtime.

Warranty support from the Suppler to the HDSB shall include but is not limited to the following:

- a. Customer telephone support during Business Days; and,
- b. Toll-free telephone number.

Appendix G – HDSB Prequalified Subcontractors

ELECTRICAL

Vendor Name	Contact Name	Email Address	Telephone Number
Arc Electrical	Susan K	susan.k@arcelectrical.ca	905-816-0234
Atlas Electric Corp.	Emre Ates	atlaselectricgta@gmail.com	289-386-3601
B-Safe Electric	Dan More	dan@b-safe.cabrian@b-safe.ca	905-872-7233
Best Electric	Gurmukh Sehmbi	gsehmbi@bestelectric.ca	416-677-3851
Black & McDonald Limited	Brian Mino	swatson@blackandmcdonald.ca	905-560-3100
Brant Electric Limited	John Phelps	johnphelps@brantelectriclimited.ca	905-634-5577
Cahill Electr Inc.	Chris Cahill	chris@cahillelectric.ca	905-388-0515
CEC Services Ltd.	Kyle Feinstein	estimating@beswickgroup.com	905-716-3711
Dorval Electric Inc.	Pat Folino	dorvalelectric@bellnet.ca	905-845-4341
EEL Line Corporation	Majeed Wraich	majeed@eelline.ca	416-540-8894
Electrobauer Systems Limited	Michael Bauer	michaelbauer@rogers.com	416-389-6804
Elite Electrical Solutions	Amar Taneja	estimate@eliteelectrical.ca	905-789-5511
Ellisdon Facilities Services Inc.(Formerly)	Don Frederickson	dfrederickson@ellisdon.com	416-240-7691
Gremar Electric Ltd.	Gennaro Di Gregorio	gennaro@gremar.ca	905-652-2641
Halton Electric	Paul Woods	office@haltonelectri.com	905-335-2104
Indcon Inc.	Nitesh Patel	indcon74@gmail.com	416-677-3303
JD Electrical Services	Dave De Ciantis	dave@jdelectric.com	416-803-7689 416-896-6393
Kraun Electric Inc.	Kevin Krause	estimating@kraun.ca	905-684-6895
LJ Barton Mechanical Inc.	Mike Van den Heuvel	estimating@ljbarton.com	905-304-1976
Nadelec Contracting Inc.	John Nadalin	john.nadelec@gmail.com	905-875-5239
North Star Electric	Greg Harris	gharris@northstarelectric.ca	905-845-9063
Ozz Electric	Dave Burlo	estimating@ozzelectric.com	416-637-7237
PRL - Guite Electric Ltd.	Kyle Leaker	estimating@prlguite.ca	905-549-6711
R.A. Hillmer Electric Corp.	Robert Hillmer	rahillmerelectric@outlook.com	289-736-1000
Smith & Long	Vince Ambrico	vambrico@smithandlong.com	416-391-0443
Star Electrical Services Inc.	Harvinder Kahlon	info@starelectrical.ca	905-799-3883

MECHANICAL

Vendor Name	Contact Name	Email Address	Telephone Number
Ainsworth Inc.	Andre Lambert	BidPlatform@ainsworth.com	416-433-9678
Anvi Services Ltd.	Amit Bamba	amit@anviservices.com	905-660-6595
BAS Mechanical Inc.	Riaz Ahmad	estimator@basmechanical.ca	905-669-1126
Black & McDonald Limited	Jordan Anderson	swatson@blackandmcdonald.com	289-919-1166
Black Creek Mechanical Ltd.	Nelson Pedreira	estimating@blackcreekmechanical.ca	416-604-7558
Brenner Mechanical Inc.	Michael Brenner	mbrenner@brenner.ca	519-746-0439
Canadian Air Tech Systems Inc.	Joan Blakeley	mail@ctas.ca	416-291-1296
Canem Systems Ltd.	Scott Carnegie	scarnegie@canem.com	226-566-9652
CEC Mechanical Ltd.	Devin Brown	dbrown@beswickgroup.com	905-266-1500
Chamberlain Building Systems Inc.	Alex Skaljac	a.skaljac@chbs.ca	905-664-1914
CJ's Express Plumbing & Electrical Ltd.	Nelson Oliveira	noliveira@cjsexpress.ca	519-621-3111
Enercare Home and Commercial Services Inc.	Youssef Zaghloul Hadi Z	Youssef.Zaghloul@enercare.ca	437-214-7683
Glenn Richardson Plumbing & Heating Ltd.	Kyle Richardson	kyle@glenncrichardsonplumbing.com	905-335-2945
Kirk Mechanical Limited	Robert Kirk	kirkmech@bellnet.ca	905-681-0140
LJ Barton Mechanical Inc.	Bruce Hunter	estimating@ljbarton.com	905-304-1976
Mattina Mechanical Limited	Domenic Mattina	dmattina@mattina.ca	905-544-6380
Mechfield Canada Inc.	Kaleem Ahmad Bhatti	salman@mechfield.com	289-597-7555
Mekcon Ltd.	Inaam Cheema	info@mekcon.ca	905-918-1899
Modern Niagara Southwestern Ontario Inc.	Rachel McGowan	rmcgowan@moderneniagara.com	289-768-1951
SFB Plumbgin and Heating Inc.	Stan Bliszczuk	stan@sfbplumbing.com	289-527-1499
SE Canada Inc. o/a Service Experts Commercial	Saadia Ashraf	saadia.ashraf@serviceexperts.com	905-453-6700
Superior Boiler Works & Welding Ltd.	Domenic Settimi	info@sbww.com	(905) 643-6628
VCI Controls Inc.	Jeff Morneau	jmorneau@vcicontrols.ca	905-850-4464
Velocity Mechanical Inc.	Peter Linseman	quotes@velocitymechanical.com	519-896-1119

Halton District School Board Standard Terms & Conditions

All Suppliers to the Halton District School Board will be bound by the standard terms and conditions set forth herein, except as specifically qualified in Special Terms and Conditions, issued in connection with any RFSQ, RFQ, RFP, RFI, Tender or any other type of request issued by the HDSB soliciting pricing and/or services, whether communicated formally or informally, including via email, phone, or verbal request.

1. Submissions in English

All Submissions are to be in English only. Any Submission received by HDSB that is not entirely in the English language may be disqualified.

2. Rules of Interpretation

Any HDSB RFX (as defined herein) shall be interpreted according to the following provisions, unless the context requires a different meaning:

- a. Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;
- b. Words in the RFX shall bear their natural meaning;
- c. References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- d. Unless otherwise indicated, time periods will be strictly applied; and,
- e. The following terminology applies:
 - i. The terms “must” and “shall” relate to a requirement the Supplier will be obligated to fulfil. Whenever the terms “must” or “shall” is used in relation the provisions of Goods and/or Services for HDSB, the term indicates a binding obligation on the party identified (e.g., ‘HDSB shall’ or ‘Supplier shall’);
 - ii. The term “should” relates to a requirement that HDSB would like the Supplier to fulfil; and,
 - iii. The term “will” describes a procedure that is intended to be followed.

3. Definitions

When used in any RFSQ, RFQ, RFP, RFI, Tender, Addenda, and/or any other type of request issued by the HDSB soliciting pricing and/or services whether communicated

formally or informally, including via email, phone, or verbal request, the following words or expressions have the following meanings:

Addenda/Addendum	an addition/change made to a document, subsequent to its printing or publication.
Agreement	means an agreement to be made between the Supplier and the HDSB based on the RFX requirements and/or issuance of a Purchase Order, or other Agreement with negotiated changes, together with any and all schedules and appendices attached thereto and all other documents incorporated by reference therein, as amended from time to time by agreement between the HDSB and the Supplier.
Applicable Law and Applicable Laws	means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.
Authority	means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement; and "Authorities" means all such authorities, agencies, bodies and departments.
Authorized Reseller	means a Person, Organization and/or Business that is authorized by the Original Equipment Manufacturer (OEM) to market, advertise, sell and distribute the Products.
Best and Final Offer or "BAFO"	means a process during the negotiation stage in which a Supplier or Suppliers may be invited by HDSB to submit a best and final offer on a process or in the section of the solicitation to improve on their original proposed Submission. BAFO cannot be requested by a Supplier.
Bid/Submission/Proposal	an offer from a Supplier in response to a request from the HDSB which is subject to acceptance or rejection.

Bidder	means a Supplier that submits a bid in response to a solicitation document issued by HDSB.
Bid Submission	means the document as completed by the Supplier for the purpose of offering to sell to the HDSB the services and/or goods specified in the document, and includes but is not limited to Quotations, Tenders and Proposals.
Board/the Board/ HDSB/the HDSB	means the Halton District School Board.
Business Day or Day	means Monday to Friday between the hours of 8:00 a.m. to 4:00 p.m. (local time in Burlington, Ontario) unless otherwise specified or agreed to by the HDSB and the Supplier in writing, except when such a day is a public holiday, as defined in the Employment Standards Act (Ontario).
Closing Date	means the Solicitation's submission date and time as set out in RFX document and may be amended from time to time in accordance with the terms of the Solicitation.
Contract	means the Agreement, in writing, governing the performance of the Work and/or the purchase and sale of commodities and includes, without limitation, the document including standard terms and conditions, Submission and the written documentation accepting the Submission (including any notice of acceptance or award).
Consortium	means when more than one (1) business entities (i.e., Consortium members) agree to work together and submit one (1) Submission to satisfy the requirements of the RFX. One (1) of the Consortium members shall identify itself as the Supplier and assume full responsibility and liability for the work and actions of all Consortium members.
Deliverable	means all Products and/or related services to be provided or performed by the Supplier, under the awarded Agreement, and includes everything that is

	necessary to be supplied, provided or delivered by the Supplier within scope of the resulting Agreement.
Document	means the document describing the Goods and/or Services to be purchased and the terms upon which the Goods and/or Services are to be purchased and includes, without limitation, those documents referenced on the index of the document and such Addenda as may be issued by the HDSB.
Eligible Submission	means a Submission that meets or exceeds the prescribed requirement and is determined by HDSB to be eligible in its sole discretion.
Goods or Services	Means any product and/or any and all labour, vehicles or equipment used by a Supplier in fulfilling an Agreement.
HDSB Core List	refers to a predefined list of products that are regularly purchased by the HDSB and are considered essential to its ongoing operations. This list typically includes standard or high-volume items for which pricing, availability, and service expectations are established through the procurement process.
HST	means Harmonized Sales Tax.
Intellectual Property	means any trademark, copyright, moral right, patent, industrial design, trade name, domain name, trade secret, know how, integrated circuit topography or other intellectual property, industrial property or proprietary right owned by, licensed to, or used by any third person.
Requirement(s) or Mandatory Requirement(s)	refer to the mandatory or desirable conditions, specifications, qualifications, or outcomes that a Supplier is expected to satisfy or address in order to be considered for the procurement opportunity. These may include, but are not limited to, technical specifications, service levels, experience and qualifications, deliverables, and compliance obligations as set out by the Procuring Entity.

	Mandatory Requirements are identified through the use of terms such as “mandatory,” “must,” “shall,” “required,” and/or “will.” These represent non-negotiable conditions that a Supplier must fully meet in order to proceed to the next stage of the evaluation process.
Personal Information	has the same definition as in subsection 2(1) of FIPPA and in subsection 2(1) of MFIPPA, that is, recorded information about an identifiable individual or that may identify an individual and includes all such information obtained by the Supplier from the HDSB or created by the Supplier pursuant to the RFX.
Preferred Supplier or Preferred Suppliers	means a Supplier or Suppliers that are invited into negotiations in accordance with the evaluation process set out in this RFX.
Proponent	means an entity that submits a Proposal in response to this RFX and, as the context suggests, refers to a potential Proponent or Supplier for the HDSB.
Proposal	means all documentation and information submitted by a Supplier in response to the RFX.
Purchase Card or P-Card	means the corporate charge cards used by the HDSB, as may be changed from time to time.
Qualification Response	means the information the Supplier is required to submit within its response to an RFX issued by the HDSB as part of its Submission.
Rates	means the maximum prices, in Canadian funds, for the Products/Services as set out in the Supplier’s submitted response to an RFX.
Request for Information (RFI)	means a non-binding Request for Information (RFI) issued by the HDSB, together with all associated appendices and addenda.
Request for Proposal (RFP)	means a Request for Proposal (RFP) issued by the HDSB for goods or services of any value, including all related appendices and addenda.

Request for Quotation (RFQ)	means a Request for Quotation for goods or services issued by the HDSB with a value of \$100,000 or less, including all appendices and addenda.
Request for Supplier Qualification or Request for Qualification (RFSQ)	means a Request for Supplier Qualification (RFSQ) issued by the HDSB, including all associated appendices and addenda, which results in the establishment of a list of pre-qualified Suppliers eligible to provide goods and/or services to the HDSB.
Request for Tender (RFT)	means a Request for Tender for goods or services issued by the HDSB with a value that is greater than \$100,000, including all appendices and addenda.
Response	means the complete set of documents and information submitted by a Supplier in reply to a procurement solicitation issued by the HDSB (such as an RFP, RFQ, RFT, or RFI), in accordance with the instructions, requirements, and deadlines specified in the RFX documents.
RFX Document/RFX	refers to any Request for Quotation (RFQ), Request for Tender (RFT), Request for Proposal (RFP), Request for Information (RFI), Request for Supplier Qualification (RFSQ), or any other type of request issued by the HDSB soliciting pricing and/or services, whether communicated formally or informally, including via email, phone, or verbal request.
Specifications	means the stated requirements for the Goods and/or Services set out in the RFX or any other type of request issued by the HDSB.
Subcontractor	includes the Supplier's subcontractors or third-party providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Agreement as mutually agreed upon by the HDSB.
Supplier	means a person or group of persons that provides or could provide goods or services to the HDSB as part of an Agreement with the HDSB.

Term	the period of time for which the Agreement resulting from the RFX process will be in effect including an initial term and possible extension options.
Unfair Advantage	<p>means any conduct, direct or indirect, by a Supplier that may result in gaining an unfair advantage over other Suppliers, including, but not limited to:</p> <ul style="list-style-type: none"> a. possessing, or having access to, information in the preparation of its Submission that is confidential to the HDSB and which is not available to other Suppliers; b. communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFX process; or, c. engaging in conduct that compromises or could be seen to compromise the integrity of the RFX process and result in any unfairness.
Vendor	means an individual, company, or organization that sells or offers to sell goods or services to the HDSB. A vendor may be a current Supplier, a Bidder, or a potential Supplier.
Work	means the Work to be undertaken by the Supplier pursuant to the provisions of the Agreement.

4. Supplier's Costs

The Supplier will bear all costs and expenses incurred relating to any aspect of its participation in an RFX process, including all costs and expenses relating to the Supplier's participation in:

- a. The preparation and submission of its Response;
- b. The Supplier's attendance at any meeting related to the RFX process, including any presentation or interview in relation to the RFX process;
- c. The conduct of any due diligence on the Supplier's part, including any information gathering activity;
- d. The preparation of the Supplier's own questions prior to the deadline for questions; and,
- e. Any discussion and/or finalization, if any, in respect of the Agreement.

5. *Procurement Process Non-Binding*

All RFX processes are non-binding, and are not intended to create, and shall not create, a formal legally binding procurement process, and shall not give rise to the legal rights or duties applied to a formal legally binding procurement process. This procurement process shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a. An RFX shall not give rise to any contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and,
- b. Neither the Supplier nor HDSB shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of an Agreement, failure to award an Agreement or failure to honour a response to an RFX.

6. *Non-Binding Rates*

While Rates will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation and ranking of Submissions. Any inaccurate, misleading, or incomplete information, including withdrawn or altered Rates, could adversely impact any such evaluation, ranking, or Agreement award.

7. *The Ontario Broader Public Sector Procurement Directive (BPS)*

The HDSB follows the Ontario Broader Public Sector Procurement Directive.

The Procurement Directive is available here: [Broader Public Sector Procurement Directive](#).

8. *Trade Agreements*

HDSB procurements are undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement ("CFTA"), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA"), and within the scope of the Trade and Cooperation Agreement between Quebec and Ontario and are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of the applicable RFX.

9. *Competition Act*

Under Canadian law, a Submission must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home>.

10. Financial Administration Act Section 28

The HDSB follows the Financial Administration Act (“FAA”). In accordance with the requirements of the Financial Administration Act (“FAA”), notwithstanding anything else in the Agreement, or in any other agreement between the HDSB and the Supplier executed to carry out the Products and/or Services provided for herein, the remedies, recourse or rights of the Supplier shall be limited to the HDSB and to the right, title and interest owned by the HDSB in and to all of its real or personal property, whether now existing or hereinafter arising or acquired from time to time.

For additional information, the Financial Administration Act is available here: [Financial Administration Act](#).

11. Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”)

The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56 applies to information provided by the Supplier. A Supplier should identify any information in its Submission, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the HDSB. The confidentiality of such information will be maintained by the HDSB, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Submission, including any Personal Information requested in an RFX, the Supplier agrees to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

Additionally:

- a. The Supplier acknowledges and agrees that the HDSB is subject to MFIPPA. The Supplier further expressly acknowledges and agrees that, upon the acceptance of a successful Submission and conclusion of this process (including execution and delivery of a Contract or Agreement between the HDSB and the successful Supplier), subject to subsection (b) below, the Submission shall not be considered confidential for the purposes of Section 10 of MFIPPA and, in the event of an access request or at the discretion of the HDSB, shall be subject to release in its entirety without redaction.
- b. Notwithstanding paragraph (a) above, the Supplier and the HDSB acknowledge and agree that the information listed below is considered to be supplied by the Supplier to the HDSB in confidence:
 - i. For Services: Hourly rates/fees and information from which such rates/fees could be reasonably deduced.
 - ii. For Goods: Unit costs and information from which such unit costs could be reasonably deduced.

c. Notwithstanding the foregoing, the Supplier acknowledges and agrees that, because the HDSB is subject to MFIPPA, all or part of any Submission, including information supplied in confidence, may be subject to release in response to an access request submitted pursuant to MFIPPA. In the event that the HDSB receives a request for access to all or part of a Submission supplied in confidence, the HDSB shall deliver the relevant notice to the Supplier, who shall bear all costs, legal or otherwise, with respect to any objection the Supplier may have in respect of the release of any or all parts of the Submission pursuant to MFIPPA.

12. Accessibility for Ontarians with Disabilities (AODA)

The HDSB is committed to accessibility and preventing and removing barriers for persons with disabilities. Where practicable, the HDSB will incorporate accessibility features and criteria when procuring or acquiring goods, services and facilities, in which case, a Supplier must be capable of recommending and delivering same in an inclusive and accessible manner, consistent with the Ontario Human Rights Code (“OHRC”), the Ontarians with Disabilities Act, 2005 (“AODA”) and its Regulations, in order to achieve accessibility for Ontarians with disabilities. If the HDSB determines that it is impractical to do so, an explanation will be provided upon request.

In accordance with Ontario Regulation 429-07 made under the AODA, the HDSB has established policies, practices and procedures governing the provisions of its services to persons with disabilities, which may be found at:

<https://www.hdsb.ca/our-board/Pages/Accessibility.aspx>

13. Agree to Abide by the Established Process

It is vital to the HDSB that the process leading to the recommendation of a Supplier, the execution of, and the conclusion of an Agreement for the provision of services be, and be seen to be, open and fair and that each of the potential Suppliers is treated equally.

No Supplier can be seen to be deriving, intentionally or otherwise, an advantage or information, which is not equally available to all other Suppliers. Nor is it acceptable that any advantage or information be sought or obtained from any unauthorized staff or representative of the HDSB, or any benefit derived from any special or personal relationships or contacts.

All communications, including requests for information, between Suppliers responding to this RFX and the HDSB should be between only the representative(s) of the HDSB who has been authorized and designated for that particular purpose. Suppliers must not rely on information from any other source.

Unless otherwise specified in the applicable RFX documents or the final agreement entered into between the HDSB and the successful Supplier(s), Responses shall be for a stipulated sum without escalator clauses or other qualifications (when applicable). Suppliers submitting a bid with escalator clauses or other qualifications that are not in accordance with the terms and conditions of the applicable RFX may have their bid rejected.

14. Reserved Rights of the HDSB

In addition to any other express rights or any other rights, which may be, implied in the circumstances, HDSB reserves the right to:

- a. make public the names of any or all Suppliers;
- b. request written clarification or the submission of supplementary written information from any Supplier and HDSB may incorporate such clarification or supplementary written information, if accepted, into the Submission, at HDSB's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Supplier to correct errors in its Submission or to change or enhance the Submission in any material manner;
- c. waive formalities and accept Submissions that substantially comply with the requirements of this RFX;
- d. verify with any Supplier or with a third party any information set out in a Submission;
- e. check references other than those provided by the Supplier;
- f. assess a Supplier's Submission on the basis of a financial analysis determining the actual cost of the Submission when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
- g. assess information provided by references;
- h. assess the information provided by a Supplier pursuant to the HDSB exercising its clarification rights under this RFX process;
- i. disqualify a Supplier that has experienced bankruptcy or insolvency;
- j. disqualify a Supplier that makes and/or has made false declarations;
- k. disqualify a Supplier who has experienced significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
- l. disqualify a Supplier who has received final judgments in respect of serious crimes or other serious offence;
- m. disqualify a Supplier or rescind an Agreement subsequently entered if a Supplier has participated in, or appears to have participated in professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Supplier;

- n. disqualify a Supplier or rescind an Agreement subsequently entered if the Supplier's Submission contains misrepresentations or any other inaccurate, misleading or incomplete information;
- o. disqualify any Supplier whose Submission is determined by HDSB to be non-compliant with the requirements of this RFX;
- p. disqualify a Submission based upon the past performance or on inappropriate conduct in a prior procurement process, or where the Supplier has or the principals of a Supplier have previously breached an agreement with HDSB, or has otherwise failed to perform such agreement to the reasonable satisfaction of HDSB;
- q. disqualify any Supplier, who, in relation to this RFX or the evaluation and selection process, has engaged directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the Supplier;
- r. disqualify any Supplier or the Submission of any Supplier who has engaged in conduct prohibited by this RFX;
- s. disqualify a Supplier for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by the HDSB and at any time;
- t. make changes, including substantial changes, to this RFX, provided that those changes are issued by way of addenda in the manner set out in this RFX;
- u. select any Supplier other than the Supplier whose bid reflects the lowest cost to the HDSB;
- v. review all Suppliers utilizing the HDSB Vendor Performance Management Administrative Procedure, which can include suspension of Suppliers who fail to meet the HDSB's expectations or who are involved in litigation or threatened litigation against HDSB. The HDSB Vendor Performance Management Administrative Procedure is found at the attached link:

www.hdsb.ca/our-board/Policy/VendorPerformanceManagement.pdf

- w. Award to one or more Supplier according to HDSB requirements;
- x. Cancel this RFX process at any stage without liability and issue a new RFX for the same or similar requirements, including where:
 - a. HDSB determines it would be in the best interest of HDSB not to award an Agreement;
 - b. the Submission prices exceed the bid prices received by HDSB for Products or Services acquired of a similar nature and previously done work;
 - c. the Submission prices exceed the costs HDSB would incur by doing the work, or most of the work, with its own resources;
 - d. the Submission prices exceed the funds available for the Products or Services, or,
 - e. the funding for the acquisition of the proposed Products or Services has been revoked, modified, or has not been approved.

and where HDSB cancels this RFX, HDSB may do so without providing reasons, and HDSB may thereafter issue a new RFX, sole source, or do nothing;

- x. accept any Submission in whole or in part;
- y. reject any or all Submissions in HDSB's absolute discretion, including where a Supplier has launched legal proceedings against HDSB or is otherwise engaged in a dispute with HDSB;
- z. accept or reject a Submission if only one (1) Submission is submitted;
- aa. reject a Subcontractor proposed by a Supplier;
- bb. discuss with any Supplier different or additional terms to those contained in this RFX or in any Submission;
- cc. disqualify a Supplier who has been charged or convicted of an offence in respect of an agreement with HDSB, or who has, in the opinion of HDSB, engaged in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion, unethical conduct, including lobbying as described above or other forms of deceitfulness, or other inappropriate communications offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of HDSB, or where the Supplier reveals a Conflict of Interest or Unfair Advantage in its Submission or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of HDSB;
- dd. disqualify any Submission of any Supplier who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFX, including where there is any evidence that the Supplier or any of its employees or agents colluded with any other Supplier, its employees or agents in the preparation of the Submission;
- ee. if HDSB receives a Submission from a Supplier with Rates that are abnormally lower than the Rates in other Submissions, HDSB may verify with the Supplier that the Submission satisfies the conditions for participation and is capable of fulfilling the Agreement;
- ff. to limit the number of pre-qualified Suppliers eligible to submit Submissions for any future projects. HDSB shall not be obligated to provide all pre-qualified Suppliers with the same opportunity to bid on all future projects within each stated category; and
- gg. consider other relevant information that arises during this RFX process.

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

By participating in this RFX, Suppliers acknowledge that there is no guarantee that a Supplier will receive any assignments, work or projects and that there is no expectation

that any specified number of projects will be made available during a pre-qualification or agreement term.

The successful Supplier shall permit the HDSB to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of data relating to matters covered by a Submission, any purchase order and/or any Agreement. The successful Supplier shall maintain and retain all records and other documents related to a Submission, any purchase order, and/or any Agreement for a period of seven (7) years from the date of final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the HDSB.

15. Litigation with the HDSB

The HDSB may, in its absolute discretion, reject a Submission from a Supplier **prior to or after Submission opening, if the Supplier:**

- (a) is or has in the past ten (10) years been a party to litigation with the HDSB;
- (b) directly or indirectly, including by common ownership or control or otherwise, is related to a party currently in litigation with the HDSB or a party that has in the past ten (10) years been in litigation with the HDSB; or
- (c) intends to use a subcontractor in respect of a specific project who is, or has in the past ten (10) years been a party to litigation with the HDSB, or who is related to a party currently in litigation with the HDSB or a party that has in the past ten (10) years been in litigation with the HDSB.

For the purposes hereof, the phrase “litigation with the HDSB” includes cases in which the Supplier or prospective Supplier or any of the parties named above, has advised the HDSB in writing of their intention to commence litigation, or have commenced or have advised the HDSB of their intention to commence an arbitral proceeding against the HDSB (excepting only construction lien demands, notices or proceedings or arbitrations under O. Reg 444/98 of the Education Act).

In determining whether or not to exercise its discretion as set out herein, the HDSB will consider whether the litigation (past or current) is likely to affect a Supplier’s ability to work with the HDSB, its consultants and representatives, and whether the HDSB’s experience with the Supplier, the related party or subcontractor, as the case may be, in the matter giving rise to the litigation, indicates that the HDSB is likely to incur increased staff and legal costs in the administration of the Contract or Agreement if it is awarded to the Supplier.

16. No Liability

The Supplier agrees that:

- a. any action or proceeding relating to this RFX process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Supplier irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
- b. it irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFX process on any jurisdictional basis; and,
- c. it shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFX.

The Supplier further agrees that if the HDSB commits a material breach of HDSB's obligations pursuant to this RFX, HDSB's liability to the Supplier, and the aggregate amount of damages recoverable against HDSB for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of HDSB, shall be no greater than the Submission preparation costs that the Supplier seeking damages from HDSB can demonstrate.

In no event shall HDSB be liable to the Supplier for any breach of HDSB's obligations pursuant to this RFX, which does not constitute a material breach thereof. The Supplier acknowledges and agrees that the provisions of the Broader Public Sector Accountability Act, 2010 shall apply notwithstanding anything contained herein.

17. Irrevocability

Unless otherwise indicated, the Submission will be open for acceptance by the HDSB and irrevocable by the Supplier for a period of one hundred and twenty (120) calendar days from the Closing Date.

18. Ability to Negotiate/Contract Negotiations

The HDSB reserves the right to accept or reject any Submission, in whole or in part, and to waive any informalities, irregularities, or omissions, if, in its sole discretion, it is deemed to be in the best interest of the HDSB to do so.

The HDSB further reserves the right to enter into negotiations with any Supplier, at its sole discretion, including the right to negotiate concurrently with more than one Supplier. No liability shall accrue to the HDSB by reason of such negotiations or any resulting decision.

The selected Supplier(s) shall execute an Agreement or Purchase Order, including any negotiated amendments, and fulfill any other applicable conditions of this RFX within a timeframe mutually agreed upon by the parties. This provision is for the sole benefit of the HDSB and may be waived in whole or in part at the HDSB's sole discretion.

If the Supplier or Suppliers and HDSB cannot execute an Agreement within the mutually agreed upon timeframe, HDSB will be at liberty to:

1. extend the timeline;
2. request the Supplier or Suppliers to submit its Best and Final Offer;
3. terminate discussions/negotiations with the Supplier or Suppliers;
4. exclude the Supplier or Suppliers from further consideration and begin discussions with the next highest scoring Supplier or Suppliers without becoming obligated to offer to negotiate with all potential Suppliers;
5. publish one (1) or some of the Suppliers, who have executed Agreements; or,
6. exercise any other applicable right set out in this RFX including, but not limited to, cancelling the RFX and issuing a new RFX for the same or similar Products or Services.

The HDSB may, prior to and after Award, negotiate changes to the specifications, the type of materials or any conditions with the successful Supplier or with one or more of the Suppliers without having any duty or obligation to advise any other Supplier or to allow them to vary their bid prices as a result of such changes, and the HDSB shall have no liability to any other Supplier as a result of such negotiations or modifications. HDSB may also cancel this RFX in the event the Supplier fails to obtain any of the permits, licences, and approvals required pursuant to this RFX.

19. Right to Amend or Withdraw Submission

A Supplier may withdraw or edit its Submission by submitting a request to the Purchasing Representative via email or through the Online Bidding System prior to the closing date and closing time. If the Supplier wishes to re-submit a Bid, the Supplier is solely responsible to:

- a. make any required adjustments to their Submission;
- b. acknowledge the addendum/addenda; and
- c. ensure the re-submitted Bid is received by the HDSB's Purchasing Representative or the Online Bidding System no later than the closing date and closing time.

Suppliers must submit a written request to withdraw a Submission after the Closing Date via email to the HDSB Purchasing Representative. Any Supplier who withdraws a Submission may have a negative Performance Evaluation placed on record with the

HDSB in accordance with the Vendor Performance Management Administrative Procedure.

(www.hdsb.ca/our-board/Policy/VendorPerformanceManagement.pdf)

20. Acceptance of RFX

By submitting a response, the Supplier acknowledges and agrees to the terms and conditions outlined in the RFX, as well as all statements, terms, and conditions included in its own submission.

Each RFX and all Appendices thereto form an integral part of each such RFX. All provisions set forth in the RFX are considered accepted by each Supplier and are deemed to form part of every submission.

21. Submissions Will Not Be Opened Publicly

Suppliers are advised that there will not be a public opening of any HDSB RFX. HDSB will open Submissions at a time subsequent to the Closing Date.

22. Supplier's Submission

By submitting a Submission, the Supplier confirms that all components required to use and/or manage the Products/Services have been identified in its Submission and/or will be provided to HDSB at no additional cost. Any requirement that may be identified by the Supplier after the Closing Date or subsequent to signing an Agreement or the issuance of a Purchase Order shall be provided to the HDSB at the Supplier's expense.

All correspondence, documentation, and information provided in response to or because of this RFX may be reproduced for the purposes of evaluating the Submission. If a portion of a Submission is to be held confidential, such provisions must be clearly identified in the Submission. HDSB may in its sole and absolute discretion, reject Submissions that are not substantially compliant with the RFX.

23. Clarification of Submissions

HDSB shall have the right at any time after the Closing Date to seek clarification from any Supplier in respect of the Submission, without contacting any other Supplier.

HDSB will exercise this right in a similar manner for all Suppliers.

Any clarification sought shall not be an opportunity for the Supplier to either correct errors or to change its Submission in any substantive manner. Subject to the qualification in this provision, any written information received by HDSB from a Supplier

in response to a request for clarification from HDSB may be considered, if accepted, to form an integral part of the Submission.

HDSB shall not be obliged to seek clarification of any aspect of any Submission.

24. Verification of Information

HDSB shall have the right, in its sole discretion, to:

- a. Verify any Supplier's statement or claim made in its Submission or made subsequently in a clarification, or discussion by whatever means HDSB may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Supplier statement or claim, if such statement or claim or its Submission is patently unwarranted or is questionable, which may result in changes to the scores for the Supplier's Technical Response; and,
- b. Access the Supplier's premises where any part of the work is to be carried out to confirm Submission information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Supplier and HDSB shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. HDSB and the Supplier shall each bear its own costs in connection with access to each other's premises. The Supplier shall cooperate in the verification of information and is deemed to consent to HDSB verifying such information, including references.

25. Irregularities and Errors in Submitted Pricing

In the event of an inconsistency or mathematical error between the unit price and an extended price based on estimated quantity, the unit price prevails and the extended price shall be corrected accordingly.

Additionally, the HDSB reserves the right to seek clarification from any Supplier in the event that the pricing submitted appears to be abnormally low in relation to the Deliverables or the marketplace. The Supplier shall provide, upon request, written clarification or additional information to demonstrate that the pricing is sustainable and reflective of a full understanding of the requirements.

If the Supplier fails to provide satisfactory clarification within the time specified by the HDSB, or if, in the sole opinion of the HDSB, the pricing is determined to be unrealistic, unsustainable, or indicative of an error or misunderstanding, the HDSB may reject the Submission and disqualify the Supplier from further consideration.

This right is in addition to and does not limit any other rights of the HDSB under the RFX or applicable procurement policies.

26. Breaking a Tie

In the event of a tie in the final scores, the contract may be awarded to the Supplier that provides the best overall value, as determined by the HDSB in its sole discretion.

27. Award

Building Ontario Business Initiative Act (BOBI):

A link to the Building Ontario Business Initiative Act (BOBI) can be found here: [Building Ontario Business Initiative](#).

The Government of Ontario is committed to supporting Ontario businesses and intends to create a level playing field that reduces barriers and provides them with greater access to procurement opportunities with public sector entities, contributing to their growth to build their competitiveness for the global market. Under the Building Ontario Businesses Initiative Act, 2022, public sector entities (School Boards) are required to give preference to Ontario businesses, in accordance with the regulations of the Act, when conducting procurement processes for prescribed goods and services at the value of which are under the prescribed threshold amounts.

Procurement Restriction Policy

A link to the Procurement Restriction Policy can be found here: [Procurement Restriction Policy](#).

The Supplier must not be a U.S. business, where 'U.S. business' means a supplier, manufacturer, or distributor of any business structure (including a sole proprietorship, partnership, corporation, or other business structure) that:

- a. has its headquarters or main office located in the U.S., and
- b. has fewer than 250 full time employees in Canada.

If a Supplier is a subsidiary of another corporation, part a of the definition above is met if that Supplier is controlled by a corporation that has its headquarters or main office located in the U.S. A Supplier's eligibility must be demonstrated before a Submission may be accepted via the completion of an attestation provided by HDSB within the RFX document.

Any final award will be based on (but not limited to) the initiatives listed above and /or the best value for money and quality service delivery from a Supplier who complies with the provisions of this Submission solicitation, including specifications, contractual terms and conditions, who can reasonably be expected to provide satisfactory performance on the proposed Agreement based on reputation, references, performance on previous

agreements and/or contracts, and sufficiency of financial and other resources, and provides a solution that is a fit with the HDSB's requirements. The lowest price or bid shall not be the sole, determinative factor.

28. Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFX and the Appendices, the RFX shall prevail over the Appendices during the RFX process.

29. Agreement

If an Agreement is subsequently negotiated and awarded to a Supplier or Suppliers as a result of this RFX process, the Agreement may commence upon:

- a. signature by the duly authorized representatives of the HDSB and the Supplier(s);
- b. issuance of a Purchase Order by the HDSB to the Supplier(s); or,
- c. signature of a Letter of Intent or Award Letter by the duly authorized representatives of HDSB and the Supplier(s) and receipt of any requested documentation (i.e. Bonds, Insurance, WSIB, etc.).

30. Failure to Execute an Agreement

Upon successful completion of the negotiation process, and in accordance with the evaluation methodology set out in this RFX, the selected Supplier(s) will be provided a mutually agreed-upon timeframe to execute a formal Agreement, unless otherwise directed by the HDSB.

If the Supplier(s) fail to execute the Agreement within the specified timeframe, the HDSB reserves the right to withdraw its invitation to finalize the Agreement. For clarity, and in accordance with the rules of the procurement process, no legally binding relationship shall exist between the HDSB and any Supplier unless and until a written Agreement is fully executed or a Purchase Order is formally issued by the HDSB.

31. Submission Acceptance

Neither the lowest-priced Submission nor any Submission is required to be accepted. While price is an evaluation criterion, other evaluation criteria as set out in the RFX will form a part of the evaluation process.

32. Notification to Other Suppliers

Once an Agreement, Purchase Order, Letter of Intent or Award Letter is executed, other Suppliers will be notified directly in writing via the Online Bidding System or via email of the outcome of the procurement process and the award of the contract.

33. Debrief Summary

Any Supplier may request a debrief within thirty (30) days of the notification of award. The intent of the debrief summary is to aid the Supplier in presenting a better submission in subsequent procurement opportunities. Any debrief summary provided is not for the purpose of providing an opportunity to challenge the procurement process.

34. Dispute Resolution

In the event that a Supplier wishes to review the decision of the HDSB in respect of any material aspect of the RFX process, and subject to having attended a debriefing, the Supplier shall submit a protest in writing to the HDSB Purchasing Contact ten (10) calendar days from such a debriefing.

Any request that is not received in a timely manner will not be considered, and the Supplier will be notified in writing.

A protest in writing shall include the following:

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

For the purpose of a protest, the HDSB will review and address any protest in a timely and appropriate manner. The HDSB will engage an independent and impartial third party should the need arise.

35. Disclaimer of Representations and Liabilities

- a. The information provided in this RFX document or otherwise by the HDSB in any connection with this RFX, is provided on an "as is" basis, with no representations, warranties or covenants, implied or express, concerning the nature or the quality of such information, including without limitation its

completeness, accuracy, currency, reliability, authenticity or the HDSB's rights to disclose any such information.

- b. All information provided in this RFX document is based on the HDSB's knowledge and intent as of the date this RFX is issued and may change during the course of the RFX process. The Supplier accepts and acknowledges its duty to investigate and conduct due diligence enquiries into the subject matter and circumstances of this RFX.
- c. The HDSB and its officers, employees, agents, consultants, and advisors shall not be liable or responsible in respect of any aspect of this RFX, or for any oral or written information, or any advice, or any incompleteness, errors or omissions in this RFX document or information disclosed or otherwise provided to the Supplier under this RFX and all of the foregoing, in respect of which Supplier shall assume all risk.

36. No Guarantee of Volume of Work or Exclusivity

The HDSB makes no representation, warranty or guarantee as to the accuracy or comprehensiveness or exhaustiveness of the information contained in an RFX or issued by way of addenda. Any data contained in an RFX or provided by way of addenda are estimates only and are for the sole purpose of indicating to Suppliers the general size or scope of the work.

Nothing in any HDSB request for Goods and/or Services is intended to relieve the Supplier from forming its own opinions and conclusions with respect to the matters addressed in any HDSB request for Goods and/or Services. It is the Supplier's responsibility to avail itself of all the necessary information to prepare a submission in response to an RFX.

The HDSB makes no guarantee of the value or volume of work to be assigned to the Supplier and any award executed to a Supplier may not be an exclusive award for the provision of the Agreement. The HDSB may contract with others for the same or similar Goods and/or Services to those described in any HDSB Agreement.

37. No Publicity or Promotion

No Supplier shall make any public announcement or distribute any literature regarding this RFX or otherwise promote itself in connection with this RFX or any arrangement entered into under this RFX without the prior written approval of HDSB.

In the event that a Supplier makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFX, HDSB may take reasonable steps, including disclosing information about a Submission, to provide accurate information or correct any false impression.

38. Conflict of Interest

Conflict of Interest includes, but is not limited to, any situation or circumstance where:

- a. in relation to the RFX process, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - i. having or having access to information in the preparation of its Submission that is confidential to HDSB and not available to other Suppliers;
 - ii. communicating with any person with a view to influencing preferred treatment in the RFX process; or
 - iii. engaging in conduct that compromises or could reasonably be seen to compromise the integrity of the open and competitive RFX process and render that process non-competitive and unfair; or,
- b. in relation to the performance of its contractual obligations in an HDSB agreement, the Supplier's other commitments, relationships or financial interests:
 - i. could or could reasonably be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
 - ii. could or could reasonably be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

The Supplier shall:

- a. avoid any Conflict of Interest in the Submission process and in the performance of its contractual obligations;
- b. disclose to the HDSB without delay any actual or potential Conflict of Interest that arises during the Submission process or during the performance of its contractual obligations; and
- c. comply with any requirements prescribed by the HDSB to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, the HDSB may immediately disqualify a Submission upon giving notice to the Supplier where:

- a. the Supplier fails to disclose an actual or potential Conflict of Interest;
- b. the Supplier fails to comply with any requirements prescribed by the HDSB to resolve a Conflict of Interest; or
- c. the Supplier's Conflict of Interest cannot be resolved.

This paragraph shall survive any termination or expiry of the Agreement.

39. Criminal Background Checks (as Applicable)

The Supplier acknowledges that the HDSB must be in compliance with Regulation 521/01 of the Education Act (Ontario) - Collection of Personal Information with respect to criminal background checks and offence declarations. The Supplier covenants and agrees to assist the HDSB in complying with same by providing the HDSB, or such other entity as the HDSB may designate, with a criminal background check covering offences under the Criminal Code, the Narcotics Control Act, and any other offences which would be revealed by a search of the automated Criminal Records Retrieval System maintained by the RCMP or, in instances where the Supplier will have access to or is responsible for minors or vulnerable persons, a Vulnerable Persons Clearance certificate in addition to the above ("Criminal Background Check"), together with an Offence Declaration in HDSB approved form, for every individual or employee of the Supplier who may come into direct contact with students on a regular basis at a school site of the HDSB, or who may have access to student information. For the purposes of this document, the HDSB shall determine in its sole and unfettered discretion whether an individual or employee of the Supplier may come into direct contact with students on a regular basis or may have access to student information.

The Supplier agrees to indemnify and save harmless the HDSB from all claims, liabilities, expenses, and penalties to which it may be subjected on account of the Supplier's failure to provide a Criminal Background Check and an Offence Declaration, as aforesaid. This indemnity shall survive the expiration or sooner termination of the Contract or Agreement. In addition, and notwithstanding anything else herein contained, if the Supplier fails to provide a Criminal Background Check and an Offence Declaration for an individual or employee of the Supplier who may come into direct contact with students on a regular basis at a school site of the HDSB or who may have access to student information, then the HDSB shall have the right to forthwith terminate the Contract or Agreement without prejudice to any other rights which it may have in the Contract, in law or in equity.

40. Vehicle Operation on HDSB Property

The successful Supplier shall exercise due care and caution when operating motorized vehicles on school property, particularly during times when students are entering or exiting the school building, or are present outside on school grounds or adjacent areas, including recess, lunch periods, and before or after the school day.

Additionally, while on HDSB property, drivers must turn off their vehicles and remove the keys during any stop. Vehicles must never be left idling while unattended, nor parked in designated accessible parking spaces. Vehicles should be locked when left unsupervised. The Halton District School Board (HDSB) assumes no responsibility for any theft of, or theft from, vehicles operated by the successful Supplier.

Asphalt play areas around the exterior of the school building are not constructed to handle heavy vehicles. Suppliers will be held responsible for any damage to HDSB property including but not limited to asphalt or natural surfaces as a result of using them for access of heavy vehicles. Making good of natural surfaces or asphalt areas that are damaged in the course of the work shall be to the original (new) condition irrespective of their condition prior to commencement of the work, or the condition of the adjacent unaffected areas. Vehicles are only permitted to access, stand or be parked in areas designated by administrative staff of HDSB, which for the purposes of this provision does not include principals of schools.

41. Confidential Information

For the purposes of this RFX, “Confidential Information” refers to any information, whether or not expressly identified as confidential, that is disclosed by the HDSB and is relevant to the Deliverables, pricing, or evaluation process. This includes, but is not limited to, information relating to the business, operations, or affairs of HDSB or its directors, governors, trustees, officers, or employees, and:

- is marked or otherwise identified as confidential when provided in written or tangible form; or
- is disclosed orally and subsequently confirmed in writing as confidential.

For greater certainty, Confidential Information includes:

- any new information derived from such Confidential Information, whether developed by HDSB, the Supplier, or any third party;
- all information, including Personal Information, that HDSB is obligated or permitted to withhold under provincial or federal legislation; and
- any pricing or financial information submitted or received as part of the RFX process.

Confidential Information does not include information that:

- becomes publicly available through no fault or breach of the Supplier;
- is lawfully obtained from a third party without any obligation of confidentiality;
- was already in the Supplier’s lawful possession prior to disclosure by HDSB, as demonstrated through written records; or
- is independently developed by the Supplier without reference to the Confidential Information.

For clarity, these exclusions shall not affect the definition or treatment of Personal Information as governed by applicable law or the terms of the Contract.

42. Confidential Information of the Supplier

Except as otherwise provided in this RFX or as required by applicable law, the HDSB will treat all Submissions and any information obtained during the RFX process as confidential. This obligation does not extend to information that becomes publicly available through no fault of HDSB and not as a result of HDSB's disclosure.

HDSB and its representatives or agents are under no obligation to enter into a separate confidentiality agreement at any stage of the RFX process.

Should a Supplier decline to participate in any required stage of the RFX process due to HDSB's refusal to sign a confidentiality agreement, the Supplier will forfeit any evaluation points associated with that stage.

43. Treatment of Personal Information

a. Submission of Personal Information

Suppliers should not include any personal information relating to the qualifications or experience of individuals proposed to provide the Products or Services unless such information is specifically requested by HDSB. In cases where such information is requested, HDSB will retain it for a minimum of seven (7) years from the date of collection and will handle it in accordance with this section.

b. Use of Personal Information

Any personal information, as defined under the Personal Information Protection and Electronic Documents Act (PIPEDA), provided at the request of HDSB will be used solely for the purpose of evaluating and selecting qualified individuals to deliver the Products or Services and for confirming that the work performed aligns with their stated qualifications.

c. Consent

It is the Supplier's responsibility to obtain all necessary consents from the individuals whose personal information is being provided to HDSB. By submitting such information, the Supplier confirms that appropriate consent has been obtained for HDSB to collect, use, and disclose the information for the purposes described above.

44. Non-Disclosure Agreement

The HDSB reserves the right to require any Supplier to enter into a non-disclosure agreement, privacy agreement, and/or any other agreement relating to confidentiality or the protection of personal or sensitive information, in a form satisfactory to the HDSB.

45. Proof of WSIB Coverage

If the Supplier is subject to the Workplace Safety and Insurance Act (“WSIA”) or the Workplace Safety and Insurance Amendment Act, 2008 (“WSIAA”), the Supplier shall submit a valid clearance certificate of Workplace Safety and Insurance Board (“WSIB”) coverage to the HDSB before commencing the performance of any work or services. In addition, the Supplier shall, from time to time during the term of the Agreement and at the request of the HDSB, provide additional WSIB clearance certificates.

The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it or its subcontractors, from time to time during the term of the Agreement, under the WSIA and/or the WSIAA, failing which the HDSB shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay to the WSIB any amount due pursuant to the WSIA or the WSIAA unpaid by the Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Agreement together with all costs incurred by the HDSB in connection therewith.

46. Ownership

The Submission, along with all correspondence, documentation and information provided to the HDSB by any Supplier in connection with or arising out of the Submission, once received by the HDSB, shall become the property of the HDSB and will not be returned to the Supplier, and may be appended to any Agreement and/or purchase order with the successful Supplier.

47. Permits, Licenses and Approvals

Suppliers shall obtain all permits, licences, rights to use and approvals required in connection with the supply of the Goods and/or Services. The costs of obtaining such permits, licences, and rights to use and approvals shall be the responsibility of, and shall be paid for by the Supplier.

Where a Supplier is required by any Applicable Law to hold or obtain any such licence, permit, or approval to carry on an activity contemplated in its Submission or in the Agreement, neither the acceptance of the Submission nor the execution of the Agreement by the HDSB shall be considered an approval by the HDSB for the Supplier to carry on such activity without the requisite licence, permit, consent or authorization.

Without in any way limiting the generality of the foregoing, any electrical Goods being proposed for consideration pursuant to this RFX must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited by the Standards Council of Canada and bearing the organization’s certification mark

for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical Goods at any of the HDSB's schools or facilities.

48. Co-operative Purchasing Provisions

This document is being issued by the HDSB to meet the HDSB's requirements. The successful Supplier acknowledges that the Provincial Government encourages cooperative procurement initiatives by HDSB. Suppliers shall indicate when asked if they are willing to extend pricing and submission terms to other District School Boards in the province of Ontario where the scope of work is deemed similar or the same and where both parties are in agreement, in which case they shall be deemed to have granted consent to the HDSB to share the Submission, subject to HDSB agreeing to receive the Submission in confidence on the understanding that the Submission contains financial, commercial, technical and other sensitive information of the Supplier.

The Supplier will not be penalized if it does not agree to this provision. The HDSB will not incur any financial responsibility in connection with any purchase by another School Board. Each School Board shall accept sole responsibility for its own contract management such as placing orders and making payments to the successful Supplier.

49. Rates

The proposed Product and/or Service Rates shall be firm Rates for the entire term of the Agreement and shall be Rates per Category as detailed below:

- a. Minimum percentage discount off Supplier's Published Canadian Price;
- b. Maximum net Rates per service, for related Services;
- c. In Canadian funds and shall include all applicable costs, including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, travel and carriage, delivery, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs and all other overhead, office support, profit, licenses including any fees or other charges required by law; and,
- d. Exclusive of the HST, or other similar taxes.

The Supplier may, however, lower its Rates and/or increase the minimum percentage discount off Supplier's Canadian List Price for specific Products and/or Related Services when the HDSB and Supplier mutually agree without affecting the Rates in the Agreement.

In extenuating circumstances, HDSB may consider a Rate adjustment substantially affecting the provision of Products and/or Related Services resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any such request from the Supplier must be accompanied and supported by documentation

deemed appropriate by HDSB. HDSB may use a third-party index (e.g. Consumer Price Index (“CPI”)) in its Rates review. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Products and/or Services in this Agreement. HDSB will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

The Supplier shall ensure that both the product offerings and their pricing – including Supplier's published Canadian list prices, the percentage (%) discount, and the discounted prices after the percentage (%) discount is applied/ Net Rates – are easily accessible and visible to HDSB throughout the term of the agreement on the Supplier's online ordering platforms.

50. Environmental, Social, Governance, Ethical and Sustainability Considerations

The HDSB, when practically and financially feasible, will consider the acquisition of goods and services that will reduce the environmental footprint of the HDSB.

The Supplier shall possess and provide information, if requested by HDSB, related to its robust Environmental, Social and Governance (“ESG”) business framework. The Supplier shall collaborate and support the HDSB to align with their ESG framework as it relates to currently available ESG processes, products/equipment, technologies and/or sustainable initiatives.

Wherever practical and without compromising quality, Suppliers are to promote:

- a. Environmental design principles as required by the HDSB (e.g., environmental sustainability, data security and privacy, lean construction practices, waste management, decarbonization, indoor air quality, comfort);
- b. Sustainable social design principles as required by HDSB (e.g., social equity and equality, diversity, inclusive, accessibility, economic, and cultural impacts that achieve overarching HDSB goals that help shape healthy, diverse and inclusive environments); and,
- c. Governance practices to enhance positive impact to the HDSB (e.g., corporate oversight, risk management, staff retention and management, and leadership).

The Supplier shall keep HDSB informed about social procurement processes. Throughout the Term of the Agreement, HDSB may consult with the Supplier to assess ESG commitments.

51. Health and Safety

Suppliers must comply with the Occupational Health and Safety Act (OHSA) and all applicable regulations. Suppliers and their employees must have completed health and safety training relevant to their trade or scope of work. Upon request, proof of such

training must be provided to the Halton District School Board (HDSB). Suppliers are also responsible for ensuring that all subcontractors, where permitted by HDSB, meet these same requirements. HDSB reserves the right to request documentation verifying health and safety training at any time.

All Suppliers must adhere to applicable HDSB policies, programs, and procedures while present on HDSB property. Suppliers are required to sign in upon arrival at HDSB facilities and sign out upon departure, both before and after conducting any work on site.

Suppliers will be held accountable for any fines or violations of legislation incurred by the HDSB as a result of the Supplier's actions or omissions.

52. Governing Law

The terms and conditions:

- a. are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- b. are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and,
- c. are to be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.