



Director's Search Ad Hoc Committee

Monday June 13, 2022

Zoom Meeting – to commence immediately following the Governance and Policy Committee meeting (which commences at 6:00 p.m. on June 13, 2022)

1. Call to Order
2. Land Acknowledgement
3. Declarations of Interest
4. Approval of Agenda
5. Review Draft Request for Proposal (in particular: "Nature of Mandate" on page 5 and "Scope of Work" on page 26)
6. Date of Next Meeting: TBD
7. Adjournment



PURCHASING DEPARTMENT
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June XX, 2022

Re: Request for Proposal – R.F.P. 22-XX for the Provision Executive Search Services for Durham District School Board

Durham District School Board (DDSB) invites Request for Proposals for the provision of executive search services for the Director of Education Position at the Durham District School Board. Bidders must respond to the criteria outlined herein.

NOTE: All bid submissions must include the information requested from the attached pages along with any other pertinent information necessary to satisfy the proposal request.

Documents to be signed and submitted with the proposal are as follows:

Schedule A & Schedule B

The Board intends to award this contract with consideration given to price, quality, service, training, and availability which provides the best value as deemed by the Board.

All “Requests for Proposals” will be received by the undersigned until the closing time and date of XX, 2022 before 11:00 A.M. Local Time.

All proposals are confidential and subsequently will not be disclosed. All received proposals shall become the property of the Board and will not be returned.

The Board reserves the right to further negotiate any of the Proposals. A short list of bidders will be established subsequent to initial bid submissions. No employee or representative of the Board is authorized to amend or waive the terms of the RFP document in any way unless the amendment or waiver is in writing and approved and signed by the Buyer.

The Board shall not be liable for any expenses incurred in the preparation and submission of this proposal. With respect to anything relating to this RFP or proposal process, the bidder, by submitting a proposal, agrees to limit any and all claims for losses to the cost of preparing their Proposal only.

It shall be the responsibility of each bidder to be informed of all aspects of the goods and services required. Should any details necessary to a clear and comprehensive understanding be omitted, or any errors appear in the proposal document, it shall be the responsibility of the bidder to obtain clarification before submitting their proposal.

Bidders may submit questions and requests for clarification, through the Bidding System using the “Submit a Question” button to the Procurement Representative before XX, 2022, at 4 P.M. local time. All questions and answers will be provided to all bidders through the Bidding System before XX, 2022 at 4 P.M. local time. Neither the Board nor its designate shall be responsible for any instructions or information given to any bidder orally.

The lowest or any proposal will not necessarily be accepted. The Board reserves the right to accept or reject any proposal in whole or in part whichever, in the Board’s sole discretion, is in its own best interest.

ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy and late submissions are not permitted.

Proposal Evaluation Process

Based on the established evaluation criteria, proposals will be evaluated on the ability of the bidder to satisfy all defined requirements outlined in this document.

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

The Board reserves the right to use third party information to aid in the evaluation process.

Please direct RFP enquiries to the undersigned through Bids & Tenders.

The bidder declares that the bid is not collusive with any other bidder(s) submitting a bid.

Faxed/electronic bids are not acceptable unless otherwise noted. Alterations of the original document will not be permitted under any circumstances. Any unsigned bids may be declared invalid.

Regards,

Jennifer Milne, CSCMP
Manager of Purchasing

INFORMATION TO BIDDERS

1. bidsandtenders Electronic Bid Submission Information

As per the Minister of Education direction, all Ontario School Boards are closed until an undetermined date. Due to the closure, all bid submissions are to be uploaded to bids&tenders effective immediately.

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Bidding System on the closing date, no later than 11:00:00 a.m. local time. All Bidders shall have a Bidding System Vendor Account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addenda/Addendum and to submit their Bid electronically through the Bidding System.

The Bidding System will send a confirmation email to the Bidder advising that their Bid was submitted successfully. If you do not receive a confirmation email, contact technical support at Bids&Tenders via email: support@bidsandtenders.ca.

Late Bids shall not be accepted by Durham District School Board's Bidding System. To ensure receipt of the latest information and updates via email regarding this bid or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor Account and register as a Plan Taker for the bid opportunity at <https://ddsb.bidsandtenders.ca>.

ADDENDUM/ADDENDA

ALL QUESTIONS & ANSWERS will be posted as an Addendum. All questions should be submitted through the bidding system portal by clicking on the submit question button at <https://ddsb.bidsandtenders.ca>. Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that have been issued before a Bidder can submit their Bid Submission online.

Addendum/Addenda will typically be issued through the Bidding System up to five (5) days prior to Closing Date and Time.

In the event an Addendum is issued within five (5) days prior to Closing Date and Time, it may include an extension of the Closing Date and Time. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://ddsb.bidsandtenders.ca> prior to submitting their Bid and up until Bid Closing Date and Time in the event additional Addendums are issued.

Durham District School Board encourages Bidders not to submit their Bid prior to five (5) days before the Bid Closing Date and Time, in the event that an Addendum is issued. If a Bidder submits their Bid at any time prior to the Bid Closing and an Addendum/Addenda is issued by Durham District School Board, the Bidding System shall WITHDRAW their Bid Submission and change the status to INCOMPLETE (NOT accepted by Durham District School Board). The Withdrawn Bid can be viewed and re-submitted by the Bidder in the "MY BIDS" section of the Bidding System.

WITHDRAW/EDIT BIDS

Bidders may edit or withdraw their Bid Submission prior to the Closing Date and Time. However, the Bidder is solely responsible to:

- make any required adjustments to their Bid; and
- acknowledge the Addendum/Addenda; and
- ensure the re-submitted Bid is RECEIVED by the Bidding System no later than 11:00:00 a.m. local time, on the Bid Closing Date.

COMPANY CONTACTS

Additional company contacts are recommended for the reasons outlined below:

You are strongly urged when creating or updating a Bidding System Vendor Account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge Addendum/Addenda, on your behalf.

Notwithstanding the above, it is recommended that you do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition (for example, a company may have two divisions that could compete for the same Bid Opportunity).

If you are an invited company contact, it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://ddsb.bidsandtenders.ca> website and create a separate vendor account. Contact support@bidsandtenders.ca for all technical issues.

BID CLOSING DATE AND TIME

All Bidders shall have a Bidding System Vendor Account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their Bid electronically through the Bidding System. Bid Submissions shall be received by the Board's Bidding System not later than 11:00:00 a.m. Eastern local time, on the specified Closing Date.

The Closing Time shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, and other electronic considerations.

For the above reasons, Durham District School Board recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The Closing Date and Time shall be determined by the Board's Bidding System web clock.

Original Bid forms not completed in the prescribed manner may be considered INVALID.

It is the sole responsibility of the Bidder to ensure a Bid is delivered on time. Late bids will not be accepted by the Board's bidding system.

Copies of any pertinent bid deposit and bid surety will need to be included with your bid submission. Durham District School Board may request the originals to be sent in the mail, should your bid be awarded the contract.

Durham District School Board hereby consents to the use of an electronic signature for the signing of all documents requested hereunder. Acceptable forms of electronic signature include, but are not limited to, the typing of the Bidder's authorized signing Officer's name or the inclusion of an image of the Bidder's authorized signing Officer's signature, so long as the electronic signature is sufficient to identify the Bidder's authorized signing Officer. The Bidder's authorized signing Officer agrees that whatever form of electronic signature is provided constitutes a signature for the purposes of executing all documents requested hereunder.

2. INSURANCE (PROFESSIONAL LIABILITY)

The vendor/contractor shall provide and maintain, at their own expense, a policy of professional liability insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire contract period. Each prospective Bidder shall ensure that its Bid includes a complete description of the professional liability insurance that it carries.

The vendor/contractor shall provide the DDSB (Purchasing Department) with proof of satisfactory insurance within 10 days of issuance of the written notification of intent to award the contract.

3. NATURE OF MANDATE

The DDSB invites proposals from executive search firms or individuals with the necessary experience, skills and qualifications for the provision of executive search services. The mandate will include:

- Review, revision and finalization of position profile;
- An internal and external executive leadership selection process and present the list

- of recommended candidates to the Director's Search Committee; and
- Facilitate the interview process and attend all candidate interviews.

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GENERAL TERMS & CONDITIONS

1. **ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (A.O.D.A.)**

DDSB is committed to the highest possible standards for accessibility. The vendor/contractor must be capable to recommend and deliver, as appropriate for each deliverable, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to Achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-7 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the DDSB has established regulations, policies, practices and procedures governing the provision of its goods and services to persons with disabilities. DDSB Regulation #1305 is available for review on the Boards website under Policies and Procedures at: [DDSB Policies, Regulations & Procedures](#).

Vendor/contractors are required to comply with the Board's accessibility standards, policies, practices and procedures which may be in effect during the Term of the Agreement and which apply to the deliverables to be provided by the vendor/contractor.

2. **ADDENDUM**

Any clarification of the bid documents required by the bidder prior to submission of its bid shall be requested through the Questions tab on the DDSB's Bidding System. Bidders that fail to comply with the requirements to direct all communications to the Bidding System may be disqualified from this bid process. Without limiting the generality of this provision, Bidders shall not communicate with or attempt to communicate with the following as it relates to this bid;

- Any employee or agent of DDSB other than the Procurement Lead; or
- Any member of DDSB's governing body including without limitation the Director, Officers, Trustees, Superintendents and any advisors thereto.

Any such clarifications so given shall not in any way alter the bid documents and the Bidder and the DDSB hereby agree that in no case shall oral arrangements be considered.

During the period prior to submission of a bid, if the DDSB for any reason determines that it is necessary to provide additional information relating to this bid, such information will be communicated to all bidders by way of **written** addenda posted to the DDSB's Bidding System. Each addendum shall form an integral part of this document.

The bidder shall check a box for each addendum/addenda and any applicable attachments that have been issued via the DDSB's Bidding System to acknowledge receipt. Addenda shall be issued at least (5) five business days before the bid closing date. Bidders are responsible for obtaining and confirming receipt of all addenda issued by the DDSB. Exceptions to the five-day notification must be approved by the Manager of Purchasing of the DDSB.

No officer, agent, employee or representative of the DDSB is authorized to amend or waive the terms of the bid document in any way unless the amendment or waiver is provided as a **written** addendum approved by the Buyer/designate.

Discrepancies/Omissions:

Any bidder finding discrepancies or omissions in this document shall at once notify the Procurement Lead. If necessary, a written addendum will be posted to the DDSB's Bidding System to all Plan Takers. Bidder(s) may, during the bidding period, be advised by addendum of any additions, alterations or deletions to the specifications and other parts of this bid document. All such changes shall be covered by the bid and become a part of the bid document.

3. ADDITION OR DELETION TO CONTRACT

The DDSB reserves the right to add or delete quantities and/or products.

4. ALERTS

The Bidder is required to identify any products that are subject to a safety alert and/or recall. The Bidder should disclose the guaranteed response time to assess recalled products and resources available to assess all recalled products in order to ensure the products meet current safety standards and regulations.

5. ALTERNATE BIDS

Goods and services are described or named in this specification to establish a standard of material and workmanship. The bid amount shall be based on the specified goods/services. Bidders may include with their bid alternates based on the use of alternate materials equivalent to the goods/services specified. Alternate bids shall be stated in a letter accompanying the bid. Under **no** circumstances shall the bid for any alternate material or equipment be included in the bid amount. The following information shall be stated with any alternate goods/services:

- Manufacturer's name and Vendor/Contractor's name
- Change in price if any
- Reason for proposing alternate
- Detailed description of alternate including product literature shop drawing etc., if applicable.
- The DDSB reserves the right to accept or reject proposed alternate(s). Rejection by the DDSB is final.
- Alternate bids will not be announced publicly as to pricing and technical detail.

6. ASSIGNMENT

The vendor/contractor shall not assign the contract or any portion thereof without prior written consent of the DDSB.

7. AWARD

The DDSB reserves the right to award in whole or in part, whichever, in the DDSB's sole discretion, is in its own best interest.

8. BID ACCEPTANCE

Durham District School Board reserves the right to accept or reject any bid in whole or in part whichever, in the DDSB's sole discretion, is in its own best interest.

The lowest or any bid will not necessarily be accepted.

9. BID CLARIFICATION

The DDSB reserves the right, in its sole discretion, to seek clarification(s) and supplementary information from bidders after the bid submission deadline, without becoming obligated to allow any other bidders to clarify their bids. Such clarification, if any, is not an opportunity for the bidder to change or amend their bid in any substantive manner. The response(s) received by the DDSB from a bidder may, if accepted by the DDSB, form an integral part of that bidder's bid.

Any clarification of the bid documents required by the bidder prior to submission of its bid shall be requested through the Purchasing Department of the DDSB. Any such clarifications so given shall not in any way alter the bid documents and the vendor/contractor and the DDSB hereby agrees that in no case shall oral arrangements be considered.

10. BID COMPLETION

All blank spaces of bid form must be completed in full. Original Bid Forms not completed in the prescribed manner may be considered invalid.

11. BID DEPOSIT

Where applicable, A bid deposit shall be in the form of bank draft, bid bond, certified cheque or money order, payable to the DDSB, in the amount of **10% (ten percent) of the bid price.**

All bid deposits will be returned to the unsuccessful bidders within a reasonable time after the bids have been opened except those which the DDSB elects to retain until the successful bidder(s) has executed the contract documents including the purchase order.

The bid deposit of the successful bidder(s) will be returned subsequent to the execution of the contract and provisions for the contract have been submitted.

The bid deposit shall be forfeited if the vendor/contractor awarded the contract fails to accept the contract or withdraws their bid after notification of acceptance of the bid.

Bids not accompanied by the required bid deposits shall be rejected.

12. BID DISPUTE

DDSB manages bid dispute resolution utilizing the following processes:

- Negotiation
- Mediation
- Arbitration

The DDSB reserves the right to select the most suitable method of resolution to follow.

Bid dispute resolution will be managed by the DDSB through these processes designed to resolve a procurement related conflict, dispute or claim.

13. BID ERRORS AND OMISSIONS

In the event of any omission in the bid documents:

- unit prices shall govern over total prices;
- figures shall govern over words; and
- the DDSB reserves the right to contact any bidder after closing to clarify the bidder's pricing without becoming obligated to contact any other or all bidders for clarification.

14. BID EXPENSES

The DDSB shall not be liable for any expenses incurred in the preparation and submission of this bid. With respect to anything relating to this bid process, the bidder, by submitting a proposal, agrees to waive any and all claims for losses to the cost of preparing and submitting their bid.

15. BID IRREGULARITIES (Major & Minor)

Major

Late bids are not permitted by the DDSB's Bidding System.

Minor

Bids not completed as requested may be rejected by the DDSB acting in its absolute discretion.

Bids must be signed, in the spaces provided, in ink or electronically, by a person who is authorized to bind the bidder. Any unsigned bids may be rejected.

Erasures or noticeable changes must be initialed by the bidder or the bid may be rejected.

16. BID OPENING – (PUBLIC TENDERS only)

Bid results will be posted on the DDSB's bidding system and available to all Plan Takers.

17. BID PROTEST PROCEDURE

A protest in writing must be received within ten (10) days of the bid closing date and following a debriefing. Any protest in writing that is not received within the ten (10) day period indicated, will not be considered by the DDSB.

A protest in writing shall include the following:

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

19. BID SUBMISSION

Bid deposits and surety when required, must accompany bid submission.

The bidder declares that the bid is not collusive with any other bidder(s) submitting a bid.

Electronic bid submissions shall be received by the DDSB's Bidding System on original bid forms only. Alterations of the original document will not be permitted under any circumstances.

Any unsigned bids may be declared invalid.

All Bidders shall have a Bidding System Vendor Account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their Bid electronically through the Bidding System.

Bid Submissions shall be received by the Board's Bidding System not later than 11:00:00 a.m. Eastern local time, on the specified Closing Date. The Closing Time shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, and other electronic considerations.

For the above reasons, Durham District School Board recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The Closing Date and Time shall be determined by the Board's Bidding System web clock.

Original Bid forms not completed in the prescribed manner may be considered INVALID.

It is the sole responsibility of the Bidder to ensure a Bid is delivered on time. Late bids will not be accepted by the Board's bidding system.

Copies of any pertinent bid deposit and bid surety will need to be included with your bid submission. Durham District School Board may request the originals to be sent in the mail, should your bid be awarded the contract.

Durham District School Board hereby consents to the use of an electronic signature for the signing of all documents requested hereunder. Acceptable forms of electronic signature include, but are not limited to, the typing of the Bidder's authorized signing Officer's name or the inclusion of an image of the Bidder's authorized signing Officer's signature, so long as the electronic signature is sufficient to identify the Bidder's authorized signing Officer. The Bidder's authorized signing Officer agrees that whatever form of electronic signature is provided constitutes a signature for the purposes of executing all documents requested hereunder.

20. BIDDER QUALIFICATION

The bidder may be required to demonstrate, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified completion date for all bid requirements. The DDSB reserves the right to reject the bid of any bidder who does not furnish satisfactory evidence of the above in the opinion of the DDSB.

21. BLACKOUT PERIOD

During the evaluation period (closing date to the award date), the DDSB will not communicate with bidders on matters related to the competitive procurement process. Only the procurement lead of the DDSB will communicate with bidders for any bid related issues during this period.

22. BOARD PROFILE

Durham District School Board consists of:

- 108 Elementary Schools with over 46,000 students
- 24 Secondary Schools and Learning Centres with over 23,000 students
- 1 Education Centre
- Over 7,000 teachers and staff
- Update information may be accessed from the DDSB website www.ddsb.ca

23. CLARIFICATION OF PROPOSALS

DDSB shall have the right at any time after the Closing Date to seek clarification from any Vendor in respect of the bid, without contacting any other Vendor/Contractor.

Any clarification sought shall not be an opportunity for the Vendor/Contractor to either correct errors or to change its bid in any substantive manner. Subject to the qualification in this provision, any written information received by DDSB from a Vendor/Contractor in response to a request for clarification from DDSB may be considered, if accepted, to form an integral part of the bid, at DDSB's sole and absolute discretion.

DDSB shall not be obliged to see clarification of any aspect of any Proposal.

24. COMMENCEMENT & COMPLETION

The work shall commence on the date specified within the bid documents and continuously carried on until contract completion date unless otherwise approved by the DDSB.

The term "completion" shall be understood to mean that the work has been completed, including all items of deficiency to the satisfaction of the DDSB.

25. COMPLIANCE

All bids must comply in accordance with all terms, conditions, prices and specifications set forth in these bid documents. Restrictive or conditional statements by the bidder on the bid document may subject bid to disqualification.

26. CONDITIONS OF PRICING

Prices shall be in Canadian funds, quoted separately for each item stipulated, F.O.B. destinations. Shipping charges shall not apply unless otherwise specified by the DDSB.

Prices bid must include all incidental costs and the bidder shall be deemed to be satisfied as to the full requirements of the bid. No claims for extra work or costs will be entertained or considered for any activities related to the provision of this requirement to the DDSB.

27. CONFIDENTIALITY

The parties agree that any information concerning the business or affairs of the other party or its directors, officers, agents, principals, elected officials or employees and clients, as applicable, about which the other party becomes aware of in the course of bidder supplying the equipment shall:

- Be treated as confidential;
- Not be disclosed to any third party or to the bidder's personnel of the purchaser's staff except as may be required under the agreement; and
- Not be used for any purpose other than that contemplated by this agreement and for the benefit of the other party.

The parties agree that any combination of information which includes such information shall be treated as confidential even if individual parts thereof are not confidential. The parties shall use all reasonable efforts to keep such information confidential, using a standard of care no less than the degree of care that the recipient would be reasonably expected to use for its own confidential information. The parties shall ensure that all recipients of the said information, including the Vendor/Contractor's personnel or the purchaser's staff assume obligations identical in principle with those which the parties assume under this Section.

In the event a party is required by any applicable law to make disclosure of any such information, the party required to make disclosure shall consult with the other party to the extent reasonably practicable in advance as to the contents and timing of such disclosure.

Exceptions

While neither party shall disclose any confidential information of the other, it shall not constitute a breach of the obligations hereto if such confidential information was:

- Already lawfully in the public domain or becomes known within the public domain from no breach of such party;
- Already known to such party at the time of disclosure;
- Independently developed by the party without reference to or use of the information;
- Lawfully received by the party from a third party; or
- Made public with the prior consent in writing of the other party.

28. CONFLICT OF INTEREST

By submitting a bid, a bidder represents and declares that no member, officer or employee of DDSB has or will have an interest, directly or indirectly, in the performance of the contract, or in the good/services in connection with the said contract, or in any portion of the profits thereof, or in any monies derived therefrom. In addition, and for the purposes hereof, "Conflict of Interest" includes:

- (a) in relation to the bid process, the bidder has an unfair advantage or engaged in conduct, directly or indirectly, that may give the bidder an unfair advantage, including:
 - (i) having or having access to information in the preparation of the bid that is confidential to DDSB and not available to other bidders;
 - (ii) communicating with any person with a view to influencing preferred treatment in the bid process; or
 - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair; or
- (b) in relation to the performance of the provision of the goods or services or performance of the contractual obligations, the bidder's other commitments, relationships or financial interests:
 - (i) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the bidder's independent judgments; or
 - (ii) could or could be perceived to compromise or impair or be incompatible with the effective performance of the provision of the goods or services or performance of the contractual obligations.

The bidder shall:

- (a) avoid any Conflict of Interest in the bid process and in the performance of its contractual obligations;

- (b) disclose to DDSB without delay any actual or potential Conflict of Interest that arises during the bid process or during the performance of its contractual obligations; and
- (c) comply with any requirements prescribed by DDSB to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, DDSB may immediately disqualify a bid or terminate the contract upon giving notice to the bidder where:

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

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

29. CONTRACT

Each bid will be received with the understanding that the acceptance in writing by the DDSB of the offer to furnish all or any part of the goods/services described therein shall constitute a contract between the bidder and the DDSB, which shall bind the bidder on their part to furnish and deliver the goods/services at the prices bid, in accordance with conditions of said accepted bid, prices, specifications, bid terms and conditions.

No alterations or variations of the terms of the contract shall be valid or binding unless otherwise authorized in writing by the DDSB.

It is mutually agreed and understood that the vendor/contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or the right, title or interest therein, or the power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the DDSB.

For the purposes hereof, the transfer or issuance of shares by a vendor / contractor of more than fifty percent (50%) of the voting securities of a vendor / contractor 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 vendor / contractor 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 the contract, be deemed to be an assignment of the contract requiring the consent of DDSB, unless such transfer or issuance of shares is made pursuant to an initial public offering of common shares under the Securities Act (Ontario).

30. DEBRIEFING (Request for Proposal only)

Not later than sixty (60) days following the date of posting of a contract award notification in respect of the bid, a bidder may contact the DDSB's bid document administrator requesting a debriefing from the DDSB. The debriefing will be conducted in accordance with the procedures outlined in the Broader Public Sector Procurement Directive.

In the event that a Bidder wishes to review the decision of the DDSB in any respect of any material aspect of the Request process, and subject to having attended a debriefing, the Bidder shall submit a protest in writing to the Manager of Purchasing Services within 10 working days of such a debriefing. Any written protest received by the DDSB beyond this deadline will not be considered and the Bidder will be notified of same in writing.

A protest in writing shall include the following:

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

The Manager of Purchasing Services will respond, in writing, to the Bidder within 10 Days of receiving the protest. The Manager's decision shall be considered final and conclusive.

31. DEFINITIONS

Addendum. Addenda – A formal change(s) to the bid document issued by the DDSB requiring an acknowledgement of the addenda or addendum by the bidder.

Award – The selection of a bidder and respective goods/services as accepted by the DDSB.

Bid – The documents issued by the DDSB requesting/inviting bids for the goods/services specified herein.

Bid Document - The bid issued by the DDSB that states all DDSB requirements, such as specifications, scope of work, drawings, terms and conditions etc.

Bid Submission - An offer by a bidder in response to the bid document issued by the DDSB.

Bidding System – DDSB's Bidding System shall mean bids and tenders.

Contract – The purchase order and/or executed agreement authorizing the vendor/contractor to perform the work/supply of goods/services in accordance with all terms, conditions, specifications and prices as agreed upon.

"DDSB" shall mean the Durham District School Board and all associated officials with the Manager of Purchasing or designate acting on its behalf for the administration and procurement purposes of this bid.

Goods/Services - All labour, materials, products, articles, fixtures, services, supplies, and work required to be done, furnished or performed by the vendor/contractor, as specified in the bid and/or contract.

Purchasing Department – Official procurement agency of the DDSB.

RFP - means Request for Proposal.

RFT - means Request for Tender.

RFQ - means Request for Quote.

RFSQ – means Request for Supplier Qualification.

RFI - means Request for Information.

RFEI - means Request for Expression of Interest.

Vendor/Contractor – The person, firm, company or corporation with whom the DDSB has entered into contract for the work/goods/services specified herein.

32. DISQUALIFICATION CLAUSE

The DDSB reserves the right to disqualify and immediately remove from eligibility to submit bids for an indeterminate period, the name of any vendor, which will include the names of such vendor's principals, and the names of any other business which may be operated by such principals, for failure to carry out its obligations for the entire term under any previous award or resulting contract pursuant to a bidding process with the DDSB, in the sole and unfettered discretion of the DDSB.

33. DISQUALIFICATION FOR MISREPRESENTATION

DDSB may disqualify the Vendor/Contractor or rescind an Agreement subsequently entered if the Vendor/Contractor's Proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.

34. DOCUMENTS CONFLICTS

In the event of conflict(s) within bid documents the following shall apply:

- The terms and conditions shall govern over the specifications
- The specifications shall govern over drawings
- Figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing
- The executed contract/purchase order agreement between the DDSB and vendor/contractor shall govern over all documents

Amendments to the contract, in the form of change orders, shall take precedence over the documents or portions thereof. Change orders, appendices and addenda to any contract document shall be considered part of such document.

None of the conditions contained in the bidder's standard or general (printed) conditions of sale shall have any affect unless explicitly agreed to by the DDSB and set forth in the purchase order or specifically referred to therein.

35. EXCLUSIVITY

The DDSB does not relinquish total exclusivity of these requirements to this award, however, the majority and substantial portion will be given to the successful bidder(s) subsequent to the contract execution(s). The DDSB reserves the right to acquire other goods/services as required.

36. EXPENSES FOR CONSULTANTS AND OTHER CONTRACTORS

Consultants and other vendor/contractors will **not** be reimbursed for any hospitality, incidental or food expenses, including:

- Meals, snacks and beverages
- Gratuities
- Personal telephone calls

37. FORCE MAJEURE

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God, Pandemic or to any other cause beyond its control, except labour disruptions.

In the event force majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the force majeure event last for longer than 30 days, the DDSB may terminate this agreement by notice to the successful vendor/contractor without further liability, expense or cost of any kind.

38. GOVERNMENT OR REGULATORY ACTIONS

Where any governmental or regulatory authority having jurisdiction requires the DDSB or the vendor/contractor to recall or cease using any goods/services, the DDSB or the vendor/contractor, as the case may be, shall promptly notify the other of such decision or requirement providing all relevant particulars.

In the case of any recall, seizure or requirement to cease using any of the goods/services by any governmental or regulatory authority having jurisdiction, the vendor/contractor, without limiting the DDSB's rights or remedies, shall be provided the opportunity to provide corrective action satisfactory to the DDSB, as follows:

- replace or repair the good/services and deliver replacement or repaired good/services to the DDSB, which is satisfactory to the DDSB; and
- honour all applicable good/services warranties

In any event, the vendor/contractor shall defend, indemnify and hold the DDSB and its officers, directors, agents, principals, elected officials or employees harmless from and against all damages, liabilities, and costs including legal costs on a substantial indemnity basis, arising from or related to such recall, seizure or order to cease using, to the extent that such loss was caused by the vendor/contractor.

The responsibility of the vendor/contractor under this provision shall also apply in the case where any Canadian governmental or regulatory authority issues an order to seize the goods/services (for example, where the vendor/contractor failed to exercise the required corrective action and/or the license of the goods/services was revoked).

For clarity, the responsibility of the vendor/contractor to replace or repair the goods/services does not apply where the DDSB decides, in its sole discretion, to cease using the goods/services due to health or safety concerns and those concerns have not led to the request by the Canadian governmental or regulatory authority that the vendor/contractor take appropriate action to correct or to cease using the goods/services.

39. INDEMNIFICATION

The vendor/contractor agrees to indemnify and save harmless the DDSB from all actions, suits, claims and demands, and costs and damages arising by reason of injury or death to any person or any property resulting from the services or work performed herein.

40. INSURANCE (PROFESSIONAL LIABILITY)

The vendor/contractor shall provide and maintain at their own expense, a policy of professional liability insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire contract period.

The vendor/contractor shall provide the DDSB (Purchasing Department) with proof of satisfactory insurance within 10 days of issuance of the written notification of intent to award the contract.

41. IRREVOCABILITY PERIOD

A bid submitted is irrevocable by the bidder and must remain in effect and open for acceptance for a minimum period of ninety (90) days following the closing date unless otherwise specified.

42. LAWS AND REGULATIONS

The vendor/contractor shall comply with all relevant Federal, Provincial and Municipal statutes regulations and by-laws pertaining to the work and the performance of the contract.

The vendor/contractor shall be responsible for ensuring similar compliance by Vendor/Contractors and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

43. LOBBYING

Lobbying is inappropriate. Engaging in this kind of behaviour may result in your bid being disqualified.

44. MUNICIPAL FREEDOM OF INFORMATION PROTECTION OF PRIVACY ACT (MFIPPA)

The bid and supporting documentation shall become the property of the DDSB after the award and shall not be returned. Information in a bid is subject to potential scrutiny by other parties after the award, subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, F-31. Bidders must identify any information in the bid which is considered confidential. Requests for information must be made in writing to the DDSB FOI Coordinator, and will be subject to conditions of the Act.

45. NO PUBLICITY OR PROMOTION

No vendor, including a preferred Vendor/Contractor, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of the DDSB.

In the event that a Vendor/Contractor, including a preferred Vendor/Contractor, 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 RFP, DDSB shall be entitled to take all reasonable steps as may be deemed necessary by DDSB, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

46. NON-SMOKING

All DDSB facilities and properties are "Non Smoking" and all vendors/contractors and their employees must abide by this policy.

47. PAYMENTS TO VENDORS

The DDSB, at its discretion, will make payments to vendor/contractors electronically or by cheque.

Vendor/contractors are required to provide the DDSB, upon request, with the necessary banking information (e.g. void blank cheque) in order that payments, at the discretion of the DDSB, can be made electronically.

48. POLICE RECORD CHECK

Subsequent to contract award, police record checks may be required for the vendor/contractors staff entering DDSB sites. The vendor/contractor shall be required to comply at no cost to the DDSB.

49. PRIVILEGE CLAUSE

DDSB reserves the right to reject any or all bid submissions. The lowest or any bid submission will not necessarily be accepted. DDSB reserves the right to cancel the bid at any point in the process without liability. DDSB reserves the right not to proceed with the bid process or to cancel the process after bids are received if the budget for the process is not sufficient, bid responses are deemed not to meet the requirements of the process, funding is curtailed, or for any other reason determined to be detrimental to the DDSB's best interests. In addition, DDSB reserves the right to invalidate any submission from a bidder:

- (i) who has threatened or is currently involved in any legal disputes with the DDSB with respect to any previously awarded bids, whether or not such legal disputes arise prior to or subsequent to the issuance of this bid; or
- (ii) whose past performance has been unsatisfactory with respect to any previously awarded bid, in the sole and unfettered discretion of the DDSB, whether or not such unsatisfactory performance occurs prior to or subsequent to the issuance of this bid.

50. PROOF OF ABILITY

The bidder may be required to show, in terms of experience and facilities, evidence of its ability to successfully complete the work, as well as that if any proposed subcontractor, to successfully complete the work.

51. PURCHASE ORDERS

Purchase orders will be issued by the DDSB for all goods/services required. No payment will be made unless the vendor/contractor can produce a valid purchase order. All invoices submitted for payment must reference the purchase order number issued by the DDSB.

52. QUANTITIES

The DDSB makes no guarantee of the quantities or volumes assigned to the successful bidder(s) in any contract awarded through this bid process.

Payment will be based on actual quantities of goods/services received and accepted by the DDSB at the unit prices bid.

53. REFERENCES

Bidders must provide a list of current references, as requested, preferably Ontario school boards. Also, bidders must include the name, address, contact person, email address, and telephone number of the reference provided.

54. RESERVED RIGHTS OF DDSB

DDSB reserves the right to:

- (a) make public the names of any or all bidders;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;
- (c) assess a bidder's bid on the basis of:

- (i) a financial analysis determining the actual cost of the bid 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);
 - (ii) information provided by references;
 - (iii) the bidder's past performance on previous contracts awarded by DDSB;
 - (iv) the information provided by a bidder pursuant to DDSB exercising its clarification rights under this Bid process; or
 - (v) other relevant information that arises during this Bid process;
- (d) waive formalities and accept bids that substantially comply with the requirements of this Bid;
 - (e) verify with any bidder or with a third party any information set out in a bid;
 - (f) check references other than those provided by any bidder;
 - (g) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;
 - (h) disqualify any bidder or the bid of any bidder who has engaged in conduct prohibited by this Bid;
 - (i) disqualify a bidder for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by DDSB. "Conflict of Interest" shall have the meaning ascribed to it in paragraph 32;
 - (j) make changes, including substantial changes, to this Bid, provided that those changes are issued by way of addenda in the manner set out in this Bid;
 - (k) select any bidder other than the bidder whose bid reflects the lowest cost to DDSB;
 - (l) cancel this Bid process at any stage;
 - (m) cancel this Bid process at any stage and issue a new Bid for the same or similar deliverables;
 - (n) accept any bid in whole or in part; or
 - (o) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

In addition, DDSB reserves the right at any time during normal business hours, and as often as DDSB may deem necessary, to examine, the successful bidder's records with respect to the successful bidder's services under the bidder's purchase order and/or bid and any contract. The successful bidder shall permit DDSB to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of data relating to matters covered by a bid, any purchase order and/or any contract. The successful bidder shall maintain and retain all records and other documents related to a bid, any purchase order, and/or any contract 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 DDSB.

55. TERM OF CONTRACT

This contract is for a limited term and is limited to performing the executive search services for the Director of Education services.

56. TERMINATION OF CONTRACT

The DDSB shall be entitled to terminate the contract, without liability, cost or penalty in accordance with the following:

- On written notice to the vendor/contractor, if any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the vendor/contractor or its property;
- On written notice to the vendor/contractor, if the vendor/contractor makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to conduct its business or affairs, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- On thirty (30) days written notice to the vendor/contractor in the event of a breach of the representation regarding conflict of interest;
- As per any provision of the contract that provides for early termination.

If the DDSB terminates the contract for any of these reasons, it is entitled to a copy of all work in progress and of any and all file materials.

57. TIE BIDS

In the event of a tie bid, a lottery, as determined by the DDSB, will take place witnessed by the respective bidders. If a bidder(s) is not available to attend, at least one other DDSB staff and member of DDSB Purchasing department will be present as a witness and the results recorded accordingly.

58. WORKERS' RIGHTS

The vendor/contractor will abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour or other appropriate legislation of the Province of Ontario or the Government of Canada.

59. WORKPLACE SAFETY & INSURANCE BOARD (W.S.I.B.)

The vendor/contractor MUST submit to the DDSB (Purchasing Department) at the time of entering into the Contract, a satisfactory clearance certificate from the Workplace Safety and Insurance Board confirming that all assessments or compensation payable to the Workplace Safety and Insurance Board have been paid, and the DDSB may, at any time during the performance or upon completion of the contract, require a further declaration that all such assessments or compensations have been paid.

The DDSB requires all vendor/contractors who provide labour and installation services on any of the DDSB properties, as part of the contract, to be in full compliance with all requirements imposed upon them by the Workplace Safety Insurance Board (WSIB).

Therefore, all of the vendor/contractor's personnel must be covered by the insurance plan under the Workplace Safety and Insurance Act, 1997.

A Certificate of Clearance from the WSIB, shall be provided prior to the commencement of work indicating that all payments by the vendor/contractor to the WSIB Board have been made.

Clearance certificates shall be renewed by the vendor/contractor every ninety (90) days (minimum) and submitted automatically and routinely to the DDSB throughout the period of the

contract.

Prior to final payment, a Certificate of Clearance must be issued indicating all payments by the vendor/contractor to the DDSB in conjunction with the subject contract have been made and that the DDSB will not be liable to the WSIB for future payments in connection with the vendor/contractor's fulfillment of the contract.

For Independent Operators who have elected not to have WSIB coverage, the following shall be provided upon request by the DDSB:

- › *a letter from the WSIB confirming Independent Operator status;*
- › *and evidence of having obtained WSIB optional Insurance.*

The DDSB has the right to reject any bid it deems to have not provided sufficient WSIB coverage.

The vendor/contractor will ensure that any and all subcontractors also have valid WSIB coverage.

SCOPE OF WORK

OBJECTIVE

The objective is to retain a firm or individual for the provision of executive search services. Successful Bidders will have the expertise and resources to provide the requisite services to the DDSB in a timely, efficient, and cost-effective manner and the DDSB expects that proposals will demonstrate how the Bidder proposes, through staffing arrangements, to fulfil the mandate.

SCOPE OF WORK:

The DDSB is seeking the services of executive search firm to complete the following:

- Review, revision, and finalization of position profile
- An internal and external executive leadership selection process and present the list of recommended candidates to the Director's Search Committee
- Facilitate the interview process and attend all candidate interviews
- Work to be completed in accordance with the following timeline:
 - Finalization of Position Profile: September 16
 - Posting position and Screening of Candidates: September 26
 - Interviews Completed: October 15
 - Decision and Offer: October 30

Pricing:

Provide an all-inclusive flat fee amount to complete the work as outlined in the scope of work.

Proposals should include the following information:

1. Name, address, telephone number, fax number, e-mail address.
2. Name of contact person, telephone number, fax number, e-mail address.
3. Brief narrative about the history of the organization (**maximum 5 pages**):
 - General Overview
 - Ability to provide high quality and responsive client service
 - Demonstrated commitment to equity and diversity
4. Experience, and the qualifications of the proposed persons to fulfil the mandate.
5. A listing of 3 to 5 current or recent references, other than the DDSB. Include the name, telephone number and/or email address of a contact person who may be contacted for verification. Other Ontario school boards or organizations that are part of the broader public sector would be preferred.

EVALUATION PROCESS

Evaluation Methodology

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

The evaluation process gives consideration to RFP compliance, Bidder qualifications, alignment with specifications, service capabilities, and price.

SCHEDULE "A"

AGREEMENT TO ABIDE BY ESTABLISHED PROCESS FORM

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

All communications, including requests for information, between Bidders and the DDSB must be between only the representatives of the DDSB and of each Bidder, all of whom have been authorized and designated for that particular purpose.

Apart from the communications between and among the designated representatives, there must be no communication between the DDSB and any representative of a Bidder with respect to the Bid or Bidding process.

Any attempt by a Bidder, or any of its employees, agents, contractors or representatives to contact any persons other than the designated representatives of the DDSB with respect to the Bid or the Bidding process shall be a violation of the above requirements and shall be grounds for disqualification. The DDSB in its discretion, in addition to any other rights or remedies available to it at law, may reject any proposed or actual submission or Bid submitted by Bidder.

This agreement must be signed by a person who has the authority to bind Bidder and be submitted with the Bid. Bidders must accept and agree to observe the terms of this "Agreement to Abide by the Established Process", inform their staff and agents thereof, and ensure their compliance therewith.

This Agreement shall form part of the Bid. This signed page must be included in the Bid submission.

Signature of authorized person to bind the Bidder: _____

Please type/print name: _____

Name of Lawyer/Firm: _____

Date: _____



DURHAM DISTRICT SCHOOL BOARD

**PURCHASING DEPARTMENT
SCHEDULE "B"
FORM OF PROPOSAL 20-14
Page 1 of 2**

FOR

THE PROVISION OF EXECUTIVE SEARCH SERVICES FOR DURHAM DISTRICT SCHOOL BOARD

Submitted to the Purchasing Department, Durham District School Board ,400 Taunton Road East, Whitby, Ontario L1R 2K6.

Having carefully examined the:

INFORMATION TO BIDDERS

THE GENERAL CONDITIONS

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

In submitting this Proposal, we recognize your right to accept any Proposal at the price submitted or to reject all Proposals. (Prices bid are confidential to the Board and subsequently will not be disclosed.)

Durham District School Board reserves the right to negotiate a consulting services agreement which may include a confidentiality agreement at the discretion of the Durham District School Board.

NAME OF INDIVIDUAL FIRM OR COMPANY _____



**DURHAM DISTRICT SCHOOL BOARD
PURCHASING DEPARTMENT
SCHEDULE 'B' - FORM OF PROPOSAL
Page 2 of 2**

Sealed Request for Proposals for goods and/or services listed below, submitted herein, and in the envelope provided will be received by the Durham District School Board, Purchasing Department, 400 Taunton Road East, Whitby, Ontario L1R 2K6 before the specified closing time and date.

Proposal No. RFP 20-14

DESCRIPTION: For the Provision of Executive Search Services for Durham District School Board

CLOSING TIME AND DATE: XX, 2022 before 3:00 P.M. Local Time

BUYER : Jennifer Milne

NOTICE TO BIDDERS:

Complete in full (typed or in ink pen), all blank spaces where provided.

All proposals must comply in accordance with all regulations, terms, conditions and specifications set forth in the proposal documents. Restrictive or conditional statements by the bidder on the proposal request may subject proposal to disqualification.

The Durham District School Board reserves the right to accept the whole or any part of this proposal. The lowest or any proposal not necessarily accepted.

DESCRIPTION
To provide the executive search services for Durham District School Board in accordance with all terms, conditions and specifications herein specified for the prices stipulated and attached hereto.

I/We, the bidder, hereby agree to supply and deliver all goods and/or services for the price(s) bid to the Durham District School Board in accordance with all terms, conditions and specifications herein and attached hereto.

NAME OF COMPANY _____

ADDRESS OF COMPANY _____

POSTAL CODE _____ TELEPHONE () _____ FAX () _____

WEBSITE _____ E-MAIL _____

AUTHORIZED SIGNATURE _____

(Print Name of Authorized Signature)

/ _____
Signature

DATED _____