

SEVEN OAKS SCHOOL DIVISION

2008 TENDER FOR

SCHOOL/OFFICE SUPPLIES

To the Secretary-Treasurer
The Seven Oaks School Division

Tender is hereby made to supply the whole or any portion of the School/Office Supplies for a **three (3) year period from January 1st, 2008 to December 31st, 2010**, in accordance with the general conditions and detailed specifications attached.

Firm _____

Address _____

City _____

Province _____

Postal Code _____

Signature of Tenderer

Name of Signing Officer - Please Print

Position _____

Telephone No. _____

FAX No. _____

E-Mail _____

_____ 2007

CLOSING DATE: Wednesday, November 14th, 2007 AT 12:00 NOON, WINNIPEG TIME

**SEVEN OAKS SCHOOL DIVISION
2008 TENDER FOR
SCHOOL/OFFICE SUPPLIES
GENERAL CONDITIONS**

Sealed tender for the supply of School/Office Supplies, will be received at the office of the Secretary-Treasurer, Seven Oaks School Division, 830 Powers Street, Winnipeg, MB, **up to 12:00 Noon, Wednesday, November 14th, 2008** in an envelope marked "School/Office Supplies Tender". Tenders received after that precise time will be late and will not be considered, all in accordance with the following:

- (a) Tender form and all sheets on which prices are given must show the name of the firm and must be signed by a person duly authorised to sign on behalf of the tenderer. The office held by the person so signing should be shown on the tender form. An Excel spreadsheet of the template may be requested via email to louise.mahelegal@7oaks.org. A hard copy of the tender must be submitted by the closing date and time along with a CD of the Excel Spreadsheet duly completed.
- (b) Tenderers may quote on any or all of the items, but all quotations must be clearly shown in the spaces on the tender form and are to be made on each item separately, unless otherwise specified.
- (c) Where the manufacturer's name or "Trade Name" is given on the tender form (Requested Make/Model), it is intended as a guide only. Indicate the Alternate Make/Model on which you are quoting including your product number. The material or product selected is left to the choice of the Purchasing Committee.
- (d) **Material Safety Data Sheets (M.S.D.S.)** shall accompany tenders for all chemical supplies/materials identified on the tender document. Chemical supplies/materials tendered without **Material Safety Data Sheets (M.S.D.S.)** will not be considered.
- (e) Materials quoted on must contain no known toxic materials in sufficient quantities to be injurious to the human body. A chemical analysis must be printed on the package. Consideration will be given to products that contain recycled content, are environmentally friendly, energy efficient and will provide assistance with sustainable development.
- (f) If product tendered is sold only in units other than specified on the tender form, the unit of sale should be clearly stated and the price tendered shall be based on the unit of sale.
- (g) Prices quoted are to be for such quantities as may be required from time to time, in various quantities, during the **3-year period January 1, 2008 to December 31, 2010**. Pricing should be firm for a one-year period. After that time, upon approval, any price adjustment exceeding 2% would become effective following 30 days written notification. Any pricing adjustments, both increases and decreases, are to be at exactly the same percentage as passed on by your supplier with the necessary documentation to be supplied upon request. If for whatever reason, we are not prepared to accept the adjustment, we reserve the right to negotiate with an alternative source of supply. Should a more attractive proposition become available through those negotiations, we also reserve the right to cancel the balance of the existing contract. Pricing adjustments will be accepted or rejected in writing within the thirty (30) day period.
- (h) Prices are to be net, Goods and Services Tax and Manitoba Revenue Tax extra, and include delivery, in good order, and all other charges, to any school building under the jurisdiction of the following School Divisions:

Seven Oaks School Division
Winnipeg School Division
River East Transcona School Division
Pembina Trails School Division
Louis Riel School Division

Individual purchase orders by school location will be issued and payment will be made by the Secretary-Treasurer of each School Division.

- (i) The estimated quantities are provided for information purposes only. No commitment is given with respect to the actual quantities that may be ordered during the period of the contract by any School Division.
- (j) Stock to be warehoused by supplier for delivery on an "as and when required in various quantities" basis to any one of the School Buildings under the jurisdiction of the School Divisions as specified in Clause (h), during the period covered by the tender agreement.
- (k) Substitution of articles of inferior quality to that accepted in the tender shall be grounds for cancellation of the contract. Should a product become unavailable and substitution is required, or a catalogue number is changed during the period of the tender, it is the responsibility of the successful bidder to **notify Seven Oaks School Division, 830 Powers Street, Winnipeg, MB, R2V 4E7**. That School Division will notify the other participating School Divisions.
- (l) Orders must be filled and delivered on a timely basis or as specified on the purchase order. Backorders should be kept to a minimum and follow within 10 working days. It should be noted that the competitive nature of the Office Supplies market has provided next day delivery of many commonly used items.
- (m) Participating School Divisions will endeavour to maintain a \$50.00 minimum order. State company policy regarding minimum for this tender.
- (n) **SAMPLES:** If requested, a sample item must be received not later than 5 working days after being requested. The samples must be of the same quality as the material tendered on. Each sample must be identified by "Tender Item No.", "Brand Name" and "Firm Name". Do not forward any samples unless requested. All samples will become the property of the Committee unless return is requested in writing.
- (o) The Metro School Division Purchasing Committee reserves the right to accept this tender by items, as a whole, or in its discretion, reject any or all tenders submitted to return any item inferior to that tendered on, or to select such number of any one item on a similar proportionate price, as may be considered advisable.
- (p) The lowest or any tender will not necessarily be accepted.
- (q) All bids are to be firm for acceptance for a minimum period of 60 days from the closing date of the tender.
- (r) No employee of the participating School Divisions shall act as agent for any person in the sale, or in promoting the sale of any book, map, chart, furniture, apparatus, stationery or other thing, for use in a school or school library; or receive any remuneration or other compensation for any such sale or for promoting any such sale.
- (s) **AWARDS:** The individual items are to be provided with prices on an Excel spreadsheet template.

Awards may be for items on an individual basis or for a whole section (A, B, C, D or E).

- (t) **CATALOGUES:** Please provide two (2) copies of your most recent catalogues. State when the 2008 catalogue will be available. *State the catalogue discount rate available on non-tendered items.*

- (u) We reserve the right to guarantee faithful performance of the contract. The successful bidder will be required to provide goods exactly as tendered in their bids. In cases where bidders do not perform in accordance with the terms and conditions of the purchase order/offer, we reserve the right to:
 - Accept partial shipments
 - Extend the delivery period
 - Cancel the purchase order/offer, in whole or part
 - Obtain requested items from other sources
 - Suspend bidders from bidding on future tenders.

- (v) If further information is desired, apply direct to the undersigned at the offices of Seven Oaks School Division, 830 Powers Street, Winnipeg, MB, R2V 4E7, (204) 586-8061 or via email at louise.mahelegal@7oaks.org

Louise Mahé-Legal,
Accountant