



*The Niagara Catholic District School Board through
the charisms of faith, social justice, support and leadership,
nurtures an enriching Catholic learning community for all
to reach their full potential and become living witnesses of Christ.*

AGENDA AND MATERIAL

SPECIAL BOARD MEETING

**TUESDAY, FEBRUARY 11, 2014
9:00 P.M.**

*FATHER KENNETH BURNS, C.S.C. BOARD ROOM
CATHOLIC EDUCATION CENTRE, WELLAND, ONTARIO*



A. ROUTINE MATTERS

1. Opening Prayers – Trustee Nieuwesteeg -
2. Roll Call -
3. Approval of the Agenda -
4. Declaration of Conflict of Interest -

B. COMMITTEE AND STAFF REPORTS

1. Award of Computer Tender B1

C. MOMENT OF SILENT REFLECTION FOR LIFE

D. ADJOURNMENT

BOARD BY-LAWS EXCERPT

Special Meetings of the Board

Special meetings of the Board shall be held by order of the Board, on the written request of three (3) trustees, to the Chairperson or the Director, on the call of the Chairperson, or at the request of the Director of Education. The trustees shall be given a twenty four (24) hour notice for special meetings except in emergency situations. Such meetings shall be called for specific reasons. Such subjects shall be stated in the notice calling the meeting. Notwithstanding any other provisions to the Board's By-Laws, no other business shall be considered at a special meeting other than the subjects stated in the notice.



B1

**TO: NIAGARA CATHOLIC DISTRICT SCHOOL BOARD
SPECIAL BOARD MEETING
FEBRUARY 11, 2014**

PUBLIC SESSION

TITLE: AWARD OF COMPUTER TENDER

The following recommendation is being presented to the Board for consideration from the Committee of the Whole Meeting of February 11, 2014.

RECOMMENDATION

THAT the Niagara Catholic District School Board approve the awarding of the tender of computer operating leases to Telecom Computers, funded through HP Financial Services, for the following computer equipment, as presented:

1500 Units All-in-one Desktop Computer Hewlett-Packard Model

Prepared by: Giancarlo Vetrone, Superintendent of Business & Financial Services
Ted Farrell, Superintendent of Education

Presented by: Giancarlo Vetrone, Superintendent of Business & Financial Services
Ted Farrell, Superintendent of Education

Recommended by: Committee of the Whole

Date: February 11, 2014

**REPORT TO THE COMMITTEE OF THE WHOLE MEETING
FEBRUARY 11, 2014**

AWARD OF COMPUTER TENDER

BACKGROUND INFORMATION

The Board approved Niagara Catholic Strategic Directions System Priorities and the Board Budget for 2013-2014, included a provision for the acquisition of computer equipment through an operating lease over a period of four (4) years. As noted in Appendix A, the computer equipment is as follows:

1500 Units All-in-one Desktop Computer Hewlett-Packard Model #HP8300(8300CTO)

In compliance with the Board's Purchasing/Supply Chain Management Policy (600.2), the proposal submitted by Telecom Computers was the lowest total of all proposals received by the Board, as determined by the Manager of Purchasing Services, the Education Technology Officer, the Superintendent of Education - Technology Services and the Superintendent of Business & Financial Services.

On February 3, 2014 the Board received the final documents from Telecom Computers and HP Financial Services (Appendix B), to the above mentioned computer equipment, in accordance with the specifications outlined in RFP #T13-002.

For the consideration of the Committee of the Whole, the following information is enclosed:

Appendix A Telecom Computer Price Quote #NCDSB140203A
Appendix B HP Financial Services Operating Lease, Schedule #3260680606000014

Under the provisions of Purchasing/Supply Chain Management Policy, the Director of Education and the Board of Trustees is required to approve all purchases and leases with a total value greater than \$500,000. With the total value of the computer equipment leases amounting to a total of approximately \$1,500,000.00, the Board of Trustees is required to formally approve the award of the operating leases, as recommended and approved by the Director of Education.

The supporting documents relating to the computer operating leases will be duly executed and signed by all parties after the Board of Trustees formally approves the award of the tender, as recommended and approved by the Director of Education.

RECOMMENDATION

THAT the Committee of the Whole recommends to the Niagara Catholic District School Board the awarding of the tender of computer operating leases to Telecom Computers, funded through HP Financial Services, for the following computer equipment, as presented:

1500 Units All-in-one Desktop Computer Hewlett-Packard Model



Prepared by: Giancarlo Vetrone, Superintendent of Business & Financial Services
Ted Farrell, Superintendent of Education

Presented by: Giancarlo Vetrone, Superintendent of Business & Financial Services
Ted Farrell, Superintendent of Education

Recommended by: John Crocco, Director of Education, Secretary / Treasurer

Date: February 11, 2014

Attachments

Appendix A Telecom Computer Inc. - Price Quote

Appendix B HP Financial Services - Master Lease and Financial Agreement Schedule



Telecom Computer Inc.
 5245 Harvester Road
 Burlington, ON L7L 5L4
 Tel: 905-333-9621
 Fax: 905-333-8169
www.telecomcomputer.com



APPENDIX A
PRICE QUOTE

Quote #:	NCDSB140203A
Date:	Feb 3, 2014

Prepared For:

Mark Ferri
Niagara Catholic District School Board
 427 Rice Road
 Welland, Ontario L3C 7C1

Your Account Manager:

Arlene Ferguson
 905-333-9621
Arlene.Ferguson@telecomcomputer.com

Phone: 905-735-0247 247

Mfr P/N	Description	Qty	Unit Price	Ext. Price
F5G03UP#ABA	HP 8300E AiOTouch i53470 500G 4.0G	1,500.00	\$867.00	\$1,300,500.00
ONDD29	ON Env Fee Display Device 29" and under Incl All-In-One computers	1,500.00	\$12.25	\$18,375.00

F.O.B. Destination

E.T.A.

NOTE: Prices subject to change. Please call to confirm current price and availability before placing an order with us.

All Sales are final with no returns unless manufacturer approved.

SubTotal	\$1,318,875.00
Shipping	\$0.00
PST/HST	\$171,453.75
GST	\$0.00
TOTAL	\$1,490,328.75

Prepared By

Paula Simpson
 Inside Sales Representative
 905-333-9621 Ext. 263
Paula.Simpson@TelecomComputer.com

Exhibit A to Master Agreement

COUNTERPART NO. _____ OF _____. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE PPSA), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.



HP Financial Services

Master Agreement Number 3260680606
Schedule Number 3260680606000014
Desktops

MASTER LEASE AND FINANCING AGREEMENT SCHEDULE

Hewlett-Packard Financial Services Canada Company ("Lessor") and Niagara Catholic District School Board ("Lessee") are parties to the Master Lease and Financing Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease, a separate Financing or, a separate Lease and a separate Financing, as the case may be, between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

- | <u>A. Description of Items of Leased Equipment</u> | <u>Total Cost</u> |
|---|-------------------|
| See Attached Appendix "A" | \$1,318,875.00 |
| B. Initial Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter (depending on whether Rent is payable monthly or quarterly as specified in Section 3 below) in which the Acceptance Date occurs). | |

2. FINANCING.

- | <u>A. Description of Financed Items</u> | <u>Total Cost</u> |
|---|-------------------|
| N/A | 0.00 |
| B. Term: 48 Months (plus the number of days from and including the Acceptance Date through and including the last day of the calendar month or quarter (depending on whether Rent is payable monthly or quarterly as specified on Section 3 below) in which the Acceptance Date occurs). | |
| C. Financing Rate: ____% per annum, calculated and payable ____ monthly ____ quarterly (check one) in arrears. | |

3. RENT:

Total Rent: \$27,469.72 per month plus applicable tax

RENT is payable: in advance ___ in arrears (check one)
 monthly ___ quarterly (check one)

DAILY RENT:

For Financings, the Financing Rate generally equals the rate of interest that would cause the present value of the Rent payable over the Term, calculated as of the First Payment Date and assuming monthly or quarterly (as applicable) compounding, to equal the Total Cost of the Financed Items.

Lessee shall pay Lessor (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in advance, or (b) on the last day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in arrears, the Rent payment specified above for the length of the Initial Term in the case of a Lease and for the length of the Term in the case of a Financing plus any applicable Taxes. The First Payment Date shall be the first day (if Rent is payable in advance) or the last day (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the month or quarter (as applicable) in which the Acceptance Date occurs.

For Financings, all payments of Rent (other than Daily Rent, which is interest only), whether to be made in advance or in arrears, shall be deemed to be blended payments of Principal and interest (calculated and payable in arrears at the Financing Rate), and shall be applied first to accrued and unpaid interest and next on account of Principal, with interest on overdue amounts calculated and payable on demand in accordance with the Master Agreement.

4. **PRICING EXPIRATION DATE:** March 31, 2014. Lessor's obligation to purchase and lease the Equipment or fund and finance the Financed Items is subject to the Acceptance Date being on or before the Pricing Expiration Date.
5. **EQUIPMENT LOCATION:** TBD
6. **SELLER:** Telecom Computer Canada.
7. **LESSEE'S END-OF-LEASE-TERM OPTIONS.** Lessee may choose to exercise one of the following options upon the natural expiration of the Initial Term, any Renewal Term (as defined below) and any automatic extension of the Initial Term or any Renewal Term; provided, however, that Lessee must give Lessor written notice of Lessee's choice ("End-of-Term Notice") not less than ninety (90) days before the expiration of the relevant term:
- (a) **Purchase Option.** Lessee may elect to purchase any or all Units of Equipment then subject to this Lease (other than items of Software that may not be sold by Lessor under the terms of any applicable License Agreement) for an amount equal to the Fair Market Value of such Units of Equipment as of the end of the Then Applicable Term, provided no Lessee Default shall have occurred and be continuing. In the event of such an election, Lessee shall pay such amount to Lessor, in immediately available funds, on or before the last day of the Then Applicable Term. If Lessee shall have so elected to purchase any of the Units of Equipment, shall

have so paid the applicable purchase price and shall have fulfilled the terms and conditions of this Master Agreement, then on the last day of the Then Applicable Term (1) the Lease with respect to such Units of Equipment shall terminate and, except as provided in Section 26(m) of the Master Agreement, Lessee shall be relieved of all of its obligations in favor of Lessor with respect to such Units of Equipment, and (2) subject to applicable law, Lessor shall transfer all of its interest in such Units of Equipment to Lessee "AS IS, WHERE IS," without any representation or warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Units of Equipment, Lessor shall, at Lessee's expense, select an independent appraiser to conclusively determine such amount.

(b) **Renewal Option.** Lessee may elect to renew the Lease with respect to any or all Units of Equipment then subject to this Lease (other than items of Software that may not be re-leased by Lessor under the terms of any applicable License Agreement) for an amount equal to the Fair Rental Value of such Units of Equipment as of the end of the Then Applicable Term. In the event of such an election, Lessee shall enter into a mutually agreeable renewal agreement with Lessor ("Renewal Agreement") on or before the last day of the Then Applicable Term confirming the Units of Equipment as to which the Lease is to be renewed, the period for which the Lease is to be renewed (the "Renewal Term"), and the amount of Rent and the times at which such Rent is to be payable during the Renewal Term. In the event Lessor and Lessee are unable to agree on the Fair Rental Value of any Units of Equipment, Lessor shall, at Lessee's expense, select an independent appraiser to conclusively determine such amount.

(c) **Return.** Lessee may elect to return any or all of the Units of Equipment then subject to this Lease in accordance with Section 7 of the Master Agreement.

(d) **Automatic Extension.** If Lessee fails to deliver to Lessor an End-of-Term Notice, the Initial Term or Renewal Term shall, without any additional notice or documentation, be automatically extended for successive calendar months with respect to all items of Equipment then subject to this Lease through the end of the calendar month falling at least 90 days after the date Lessee shall have delivered to Lessor an End-of-Term Notice with respect to such Lease. For each calendar month that the Then Applicable Term of this Lease is so extended, Lessee shall pay to Lessor Rent in an amount equal to the monthly Rent payment in effect immediately prior to such extension (or the appropriate pro rata portion of the Rent payment then in effect in the case of Rent payable other than on a monthly basis), and all other provisions of the Master Agreement and this Schedule shall continue to apply.

If Lessee shall have delivered to Lessor an End-of-Term Notice with respect to this Lease, but shall have subsequently failed to comply with its obligations arising from its elections specified therein, then the Then Applicable Term of this Lease shall, without any additional notice or documentation, be automatically extended for successive calendar months with respect to all items of Equipment as to which Lessee shall have so failed to comply with its obligations through the end of the calendar month in which Lessee shall have complied with such obligations. For each calendar month that the Then Applicable Term of this Lease is so extended, Lessee shall pay to Lessor Rent in an amount equal to the monthly Rent payment in effect immediately prior to such extension (or the appropriate pro rata portion of the Rent payment then in effect in the case of Rent payable other than on a monthly basis), and all other provisions of the Master Agreement and this Schedule shall continue to apply.

Notwithstanding any of the provisions of this Section 7 to the contrary, if any Lessee Default shall have occurred and be continuing at any time during the last 90 days of the Then Applicable Term of this Lease, Lessor may cancel any Renewal Term or optional or other automatic extension of the Then Applicable Term immediately upon written notice to Lessee.

8. **ADJUSTMENTS TO SCHEDULE.** Lessee acknowledges that the Total Cost of Equipment and Financed Items and the related Rent payments set forth in this Schedule may be estimates, and if the final invoice from the Seller specifies a Total Cost that is more or less than the Total Cost set forth in this Schedule, Lessee hereby authorizes Lessor to adjust the applicable Total Cost and Rent payment on this Schedule to reflect the final invoice amount (the "Final Invoice Amount"). However, if the Final Invoice Amount exceeds the estimated Total Cost by more than 5%, Lessor will notify Lessee and obtain Lessee's prior written approval of the aforementioned adjustments. If Lessee fails to so approve any such adjustments within 15 days of Lessor's request, then this Schedule shall terminate without penalty to either Lessor or Lessee and Lessee shall be solely responsible to the Supplier for all obligations arising under the applicable Purchase Documents, including, without limitation, the obligation to purchase Equipment and pay Financed Items. All references in this Schedule to Total Cost and Rent shall mean the amounts thereof specified herein, as adjusted pursuant to this Section. Lessee also acknowledges that the Equipment and Financed Items described herein may differ from the description of the Equipment and Financed Items set forth in the related Acceptance Certificate executed by Lessee. Lessee hereby authorizes Lessor to conform the description of the Equipment and Financed Items set forth herein to the description thereof in the related Acceptance Certificate executed by Lessee. All references in this Schedule to the Equipment subject to a Lease and the Financed Items subject to a Financing shall mean the Equipment and Financed Items described herein, as conformed to the related Acceptance Certificate pursuant to this Section.

9. **HYPOTHEC:** Where Lessor or any of the Equipment is located in the Province of Quebec, for purposes of Section 21 of the Master Agreement the Principal amount of the hypothec created thereby, if applicable, is Cdn\$N/A, with interest thereon at the rate of 25% per annum.

10. **ADDITIONAL PROVISIONS:** N/A

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE, IF ANY, AND LESSOR AND LESSEE AGREE TO ENTER INTO A FINANCING OF THE FINANCED ITEMS DESCRIBED IN SECTION 2.A ABOVE, IF ANY. SUCH LEASE AND/OR FINANCING WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

LESSEE: NIAGARA CATHOLIC DISTRICT SCHOOL BOARD

LESSOR: HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY

BY: _____

BY: _____

Name and Title

Name and Title

Date

Date