



## **LEARNING MATERIALS TENDER - #434**

**Issue Date: Wednesday, November 30, 2011**

Issued by: The Thames Valley District School Board

Laura Munding, Buyer

**RETURN DATE and Time: 12:00:00 noon, Wednesday, December 21, 2011**

THAMES VALLEY DISTRICT SCHOOL BOARD  
TENDER #434 - LEARNING MATERIALS  
WORKSHEET A - TERMS AND CONDITONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>1.0</b>	<b>INTRODUCTION</b>		
1.1	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 166 schools with an estimated enrolment of 71,000 students.		
1.2	The TVDSB may agree to permit other public organizations with Southwestern Ontario to access any contract(s) that may result from this solicitation. The successful bidder(s) shall allow such access with the understanding that the participating organizations be responsible for their own contract management.		
<b>1.1</b>	<b>PURPOSE</b>		
1.1.1	The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB for learning materials, subject to the conditions herein.		
<b>2.0</b>	<b>BID DEFINITIONS AND INFORMATION</b>		
<b>2.1</b>	<b>DEFINITIONS</b>		
2.1.1	The following words are used throughout this bid document and bidders should note these conditions when completing their bid submission.		
2.1.1.1	The word "MUST" shall mean bidders "must" include the required information in bid submission. Failure to include the required information will deem submission noncompliant.		
2.1.1.2	The word "SHOULD" shall mean bidders "should" include the required information in bid submission.		
2.1.1.3	The word "NONCOMPLIANT" shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.		
2.1.1.4	The word "SUBCONTRACTOR" shall mean a person, firm or company hired by the bidder(s) or the successful bidder(s) to perform any portion or all of this bid.		
2.1.1.5	The word "QUALIFIED" shall mean a bidder who is compliant and has included the required information in their bid submission.		
2.1.1.6	<b>BID IRREGULARITY:</b> A deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the TVDSB.		
2.1.1.6.1	<b>Major Irregularity:</b> A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. The TVDSB will reject any bid submission which contains a major irregularity.		

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2.1.1.6.2	Minor Irregularity: A deviation from the bid request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the bidder would not gain an unfair advantage over competitors. <b>The TVDSB may permit the bidder to correct a minor irregularity.</b>		
<b>2.2</b>	<b>STRUCTURE OF THIS BID</b>		
2.2.1	Bidders <b>must</b> use the electronic bidding file (setup.exe) which is available on the internet at:		
2.2.1.1	www.tvdsb.ca		
2.2.1.2	"Board" → "Purchasing" → "Bids"		
2.2.1.3	Scroll to the end of the document, click "Proceed to Inquiry/Download Page"		
2.2.1.4	Proceed to the bid, click "New" icon		
2.2.1.5	The setup.exe file contains an Excel file titled Appendices434.xls containing the following worksheets:		
2.2.1.5.1	Worksheet A: Terms and Conditions in Excel format - electronic response required		
2.2.1.5.2	Worksheet B: Requirements in Excel format - electronic response required		
<b>2.3</b>	<b>RETURN LOCATION</b>		
2.3.1	Sealed bid submissions <b>must</b> be returned to:		
2.3.2	"Tenders Clerk"		
2.3.3	Tenders Clerk's box, Basement, Education Centre		
2.3.4	Thames Valley District School Board		
2.3.5	1250 Dundas Street		
2.3.6	London, Ontario		
2.3.7	N5W 5P2		
2.3.8	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.6 - Labeling of Envelope).		
2.3.9	The bid submission <b>must</b> be returned to the "Tenders Clerk" for your bid submission to be accepted.		
2.3.10	Delivery to the "Tenders Clerk" is the responsibility of the bidder.		
2.3.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		
2.3.12	Late bids will be returned to the bidder, unopened, if a return address is included on the submission envelope.		
<b>2.4</b>	<b>IMPORTANT DATES</b>		
2.4.1	ISSUE DATE: Wednesday, November 30, 2011.		
2.4.2	<b>RETURN DATE/TIME: prior to 12:00:00 noon local time Wednesday, December 21, 2011.</b>		
<b>2.5</b>	<b>QUESTIONS</b>		
2.5.1	All questions pertaining to this bid document are to be addressed to: Laura Munding, by Fax (519) 452-2399 or l.munding@tvdsb.on.ca. All questions pertaining to this bid document <b>must</b> be submitted in writing.		

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2.5.2	Questions concerning the terms and conditions of the bid document, whether made orally or in writing, to any individual other than indicated above, may at the sole discretion of the TVDSB, render your submission noncompliant. Direct questions in written form only to: Laura Mundinger. The TVDSB will only be bound by written answers to questions .		
2.5.5	Should any questions raised by a bidder necessitate an addendum to this bid document, the addendum will be posted to the TVDSB web site at www.tvdsb.on.ca		
2.5.3.1	"Board" → "Purchasing" → "Bids"		
2.5.3.2	Scroll to the end of the document, click "Proceed to Inquiry/Download Page"		
2.5.3.3	Proceed to the Bid, click "Addendum"		
2.5.3.4	View documents in PDF format.		
2.5.4	All bid files are available for downloading at no charge from the TVDSB web site.		
2.5.6	All Addenda will be issued at least seven days prior to the closing date. If an addendum is issued within seven days of the closing date, the date will be extended accordingly.		
<b>3.0</b>	<b>CONTRACT TERM/PRICING/TAXES/DELIVERY/PAYMENT</b>		
<b>3.1</b>	<b>CONTRACT TERM</b>		
3.1.1	The term of this agreement shall be for one year, and unless otherwise provided herein, terminating on December 31, 2012.		
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of two years in one (1) year increments and will advise the bidder in writing of their intentions.		
3.1.3	Bidders <b>must</b> state if your company would agree to extending this contract with the same terms and conditions for a second year ending December 31, 2013.		
3.1.4	Bidders <b>must</b> state if your company would agree to extending this contract with the same terms and conditions for a third year ending December 31, 2014.		
<b>3.2</b>	<b>PRICING</b>		
3.2.1	Bidders <b>must</b> complete the pricing section which is installed using the setup.exe file - Worksheet B (see Section 9.0 - Installation Instructions).		
3.2.2	Bidders <b>must</b> print and sign all Appendices.		
3.2.3	All charges <b>must</b> be included in the cost of the item. Prices quoted must be for goods and services exactly as specified and in Canadian funds, unless otherwise indicated.		
3.2.4	Prices <b>must</b> include delivery, F.O.B. destination. <b>NO AWARDS WILL BE MADE TO FIRMS QUOTING FREIGHT EXTRA.</b>		
3.2.5	Prices <b>must</b> remain in effect for the initial one year term of the contract, ending on December 31, 2012.		
3.2.6	It is the intention of the TVDSB to rationalize its supplier base. This contract may be awarded on a per item basis or on the best cost of various groupings. The groupings will be determined by the TVDSB. Each bidder agrees to the award on this basis.		
3.2.7	Bidders should state any further discount, as a percentage, if all items are awarded to your company.		

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3.2.8	The TVDSB would like to take advantage of any promotions, price decreases, rebates or new technologies available during the term of the contract. Detail your company's strategy related to future pricing, new hardware components or new technologies.		
<b>3.3</b>	<b>DELIVERY &amp; ORDERING</b>		
3.3.1	Delivery for all items will be directly to our Schools, Distribution Centre, Educational Resource Centre or Community Education Centres.		
3.3.2	Delivery dates will be specified on all of our purchase orders. Immediate delivery will be accepted unless otherwise designated on our purchase orders. In case of construction of new schools or major school renovations, the TVDSB shall not accept delivery until the date specified on those purchase orders.		
3.3.3	The successful bidder(s) bears the cost of repairs to the site and to hardware with respect to damage caused from shipping or installation.		
3.3.4	The successful bidder(s) bears the risk of loss with respect to equipment until delivery and/or installation is complete.		
3.3.5	The TVDSB's purchase order number must appear on all packages, packing slips, correspondences, customs documentation and freight bills of lading.		
3.3.6	The lead time shown will be used to calculate delivery dates on our purchase orders and to monitor your company's performance. The lead time <b>must</b> be met as it is one of our criteria considered in the decision, and award, of this and future contracts.		
3.3.7	The TVDSB's purchase order number should appear on all packages, packing slips, correspondences, customs documentation and freight bills of landing. All items must be individually packaged for each school or location.		
<b>3.4</b>	<b>INVOICING/PAYMENT TERMS</b>		
3.4.1	All invoices must be sent to the Thames Valley District School Board, 1250 Dundas Street, London, Ontario N5W 5P2. Attention: Accounts Payable.		
3.4.2	Bidders should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.4.3	Bidders should state percentage discount for early payment and net payment terms.		
3.4.4	Purchase order numbers <b>must</b> be stated on all invoices; invoices without the Thames Valley District School Board Purchase Order number will be returned unpaid.		
<b>3.5</b>	<b>TAXES</b>		
3.5.1	HST: Where applicable, Harmonized Sales Tax <b>must</b> be shown separately as an extra on all invoices in accordance with Canadian and Provincial Government regulations.		
<b>4.0</b>	<b>SPECIFICATIONS/REQUIREMENTS</b>		
<b>4.1</b>	<b>QUALITY</b>		
4.1.1	Unless otherwise specified, supplies must be new, in good condition, fit for the purpose for which they are being acquired and free from defects. The decision of the TVDSB pertaining to items being rejected is final.		

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4.1.4	In addition to price, quality and suitability to school use will be among the first considerations. Delivery lead times, service, performance record, manufacturer's warranties and the value of the overall award will also be taken into consideration when awarding this contract.		
4.1.5	Any material, equipment, service or work ordered which, in the opinion of the TVDSB, does not completely fulfill the specifications <b>must</b> immediately be removed and/or completed to the specifications or sample quality at the expense of the successful bidder.		
<b>4.2</b>	<b>QUANTITY/TERM</b>		
4.2.1	The annual estimated value of this contract is \$450,940.00 based on last years' purchases.		
<b>4.3</b>	<b>REQUIREMENTS</b>		
4.3.1	The requirements are detailed in Specifications List - Worksheet B.		
<b>4.4</b>	<b>RETURN OF GOODS POLICY</b>		
4.4.1	The TVDSB will return any shipment collect if, in our opinion, the product supplied does not conform to the specification and/or samples submitted in the bid.		
4.4.2	Bidders should state if there is a time limit on returning goods.		
4.4.3	Bidders should state if there is a restocking charge on any returned item and the amount or rate to be charged if goods are returned for any other reason than those stated in 4.5.1.		
4.4.4	Bidders should describe their procedure for returned goods with respect to:		
4.4.4.1	Packaging		
4.4.4.2	"Attention To" labeling		
4.4.4.3	Address to where returns should be shipped		
4.4.4.4	Method of shipment (company truck, courier, transport)		
4.4.4.5	If a return authorization number is required		
4.4.4.6	What charges apply and who is responsible for payment		
4.4.5	The TVDSB will not pay to return any goods which do not meet the specifications listed in this bid.		
<b>4.5</b>	<b>SUBSTITUTIONS</b>		
4.5.1	In the event that an item ordered becomes discontinued during the contract, all bidders must notify the Purchasing Services Department by fax (519) 452-2399 or email l.mundinger@tvdsb.on.ca for authorization before the item is substituted and shipped to the appropriate location. Successful bidders may be required to provide samples of the proposed substitutions before sending shipments. The Board reserves the right to return any shipment collect, if, in our opinion, the products supplied do not conform to the specifications in this bid document.		
<b>5.0</b>	<b>TERMS AND CONDITIONS</b>		
<b>5.1</b>	<b>GENERAL TERMS AND CONDITIONS</b>		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 120 days.		

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5.1.2	A bidder who has already submitted a bid may submit an addendum in writing and signed by the bidder at any time up to the official closing time. No facsimiles shall be accepted. The last submission shall supersede and invalidate all previous submissions by that bidder as it applies to this bid. Addenda <b>must</b> be submitted to the "Tenders Clerk" in the same manner and within the same time constraints as the bid submission.		
5.1.3	A bidder may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Withdrawal requests received after the closing date shall not be permitted. Submission withdrawals <b>must</b> be submitted to the "Tenders Clerk" in the same manner and within the same constraints as a bid submission.		
5.1.4	The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB to any firm or individual who submits a bid.		
5.1.5	The bidder <b>must</b> have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable bidder.		
5.1.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful bidder(s) within 30 days of the award if in the opinion of the TVDSB the successful bidder(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the bidder		
5.1.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB reserves the right to decline any or all bid submissions, or to cancel the bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the TVDSB to any bidder for any expense, cost, loss or damage incurred or suffered by the bidder as a result of such withdrawal.		
5.1.9	All costs associated with the preparation of the bid submission will be solely the responsibility of the bidder.		
5.1.10	The TVDSB reserves the right to decline or purchase one or all items in this bid from one supplier or from multiple suppliers.		
5.1.11	All of the terms and conditions of this bid are deemed to be accepted by the bidder and incorporated into the bidder's proposal submission. It is the TVDSB's intention that the Terms and Conditions stated in this bid and the successful bidder's response to this bid will form the contract between TVDSB and the successful bidder(s). Any conflict in the wording of the bidder's invoice and/or sales agreement and the wording of the terms and conditions of this proposal, shall be resolved in favour of the TVDSB and shall be deemed to be incorporated into the bidder's invoice and/or sales agreement.		

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5.1.12	The successful bidder(s) <b>must</b> not at any time subcontract any portion of its contract with the TVDSB nor shall it assign the contract without the written permission of the TVDSB. The successful bidder(s) must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		
5.1.13	While the TVDSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the TVDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed in this bid document.		
5.1.14	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of bid acceptance request a bidder to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the TVDSB. All bidders agree to provide all such additional information as, and when requested, at their own expense, provided no bidder in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.		
5.1.15	All TVDSB policies, procedures and regulations <b>must</b> be adhered to by the successful bidder(s).		
5.1.15.1	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		
5.1.15.2	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.15.3	The successful bidder(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB and each school.		
5.1.16	The successful bidder(s) will reimburse the TVDSB for any damages through negligence or wilful acts of any of the successful bidder(s)' employees or contracted staff.		
5.1.17	The successful bidder(s)' employees and contracted staff shall not be considered TVDSB employees and shall not represent themselves as an agent of the TVDSB nor be eligible for any of the benefits provided to TVDSB employees.		
5.1.18	The TVDSB reserves the right to demand the removal of any successful bidder's employees or contracted staff engaged in this contract if, in the TVDSB's opinion, their conduct has been of an unacceptable nature.		
5.1.19	The successful bidder(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the bidder's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.		
5.1.20	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		

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<b>5.2</b>	<b>CANCELLATION OF CONTRACT / LOSS OF SERVICE</b>		
5.2.1	The TVDSB reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful bidder(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful bidder(s) shall remain responsible for its obligations under this contract up to the date of termination. The TVDSB reserves the right to commence an action in a court of competent jurisdiction against the successful bidder(s) for damages that result from the breach of the terms and conditions of the contract, by the successful bidder(s).		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful bidder(s) under the contract the total outstanding amount from time to time and for all damage claims by the TVDSB or any third parties arising out of this contract which have not been resolved by the successful bidder(s) or its insurer.		
5.2.3	The TVDSB reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful bidder(s) for any indebtedness of the supplier that may impact on the TVDSB.		
5.2.4	The successful bidder(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful bidder(s), the TVDSB's staff or third party interruptions.		
5.2.5	In the event that the successful bidder(s) becomes insolvent, and/or the successful bidder(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the TVDSB shall have the right to replace the successful bidder(s) with another service provider suitable to the TVDSB in addition to all of its other rights pursuant to the term of this bid.		
<b>5.3</b>	<b>FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT</b>		
5.3.1	Bidders agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the TVDSB shall be subject to disclosure pursuant to an application pursuant to a Municipal Freedom of Information and Protection of Privacy Act request for disclosure. Notwithstanding that a bid submission or an addendum may contain a trade secret of the bidder, intellectual property right of the bidder, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.		
5.3.2	A bidder specifically consents to the disclosure of any and all information contained in their bid submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the bidder assigns all rights, titles and interests that they have in the bid submission, and any addendum to the TVDSB, including the right to copy and/or publish the same as the TVDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.		

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5.3.3	All bidders agree not to disclose any information provided by the TVDSB in this bid document to any third party without the written consent of the TVDSB.		
<b>5.4</b>	<b>HUMAN RIGHTS AND CHILD LABOUR LAWS</b>		
5.4.1	Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB. Bidders wishing to do business with the TVDSB are asked to promote the purchase of goods from companies that operate in full compliance with the laws of their respective countries and with all applicable child labour laws, rules and regulations related to hiring, wages, hours worked, overtime and working conditions.		
5.4.2	Bidders should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.4.3	For bidders information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.4.3.1	<a href="http://www.ilo.org">http://www.ilo.org</a>		
<b>5.5</b>	<b>HEALTH, SAFETY REGULATIONS</b>		
5.5.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) <b>must</b> be completely assembled and must bear a label showing approval of assembly prior to delivery. The TVDSB shall not accept any equipment that has not been inspected and approved. If not so approved, the TVDSB reserves the right to invoice the successful bidder(s) for the cost of certification/replacement.		
5.5.2	Every person who supplies any machine, device, tool, equipment or service to the TVDSB <b>must</b> ensure that the machine, device, tool, equipment or service complies with the Occupational Health and Safety Act and Regulations of Industrial Establishments. The burden of proof rests with the supplier.		
5.5.3	The Ministry of Education and Training and the Ministry of Health provides regulations specifying which substances/products are not acceptable. If applicable, the successful bidder(s) <b>must</b> supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.		
5.5.4	The Occupational Health and Safety Act describes the responsibilities of an employer. The TVDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHMIS in accordance with Occupational Health and Safety Act Regulations. They <b>must</b> adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
5.5.6	No supplier will be awarded any product that requires a Material Safety Data Sheet unless the bidder complies with the conditions above.		
5.5.7	The TVDSB reserves the right to request a copy of a bidder's Health & Safety Policy, Procedures and Guidelines.		
<b>5.6</b>	<b>COMMERCIAL LIABILITY INSURANCE</b>		

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5.6.1	The successful bidder(s) <b>must</b> be covered by Commercial General Liability Insurance throughout the term of the contract. Each bidder must state if it has Commercial General Liability Insurance Coverage.		
5.6.2	Each bidder should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$2 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$2 million per occurrence of Commercial Liability Insurance coverage, the bidder shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$2 million per occurrence from the commencement of the contract should the contract be awarded to the bidder. The successful bidder(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.6.2.1	This liability policy shall contain the following coverage:		
5.6.2.2	Personal Injury & Property Damage		
5.6.2.3	Non-Owned Automobile Liability		
5.6.2.4	Owners and Contractors Protective Coverage		
5.6.2.5	Contractual Liability		
5.6.2.6	Broad Form Property Damage		
5.6.2.7	Products & Completed Operation Insurance		
5.6.2.8	Contingent Employees Liability		
5.6.2.9	Cross Liability Clause and Severability of Interest Clause		
5.6.3	Upon an award to the successful bidder(s) by the TVDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damages and personal injuries, including accidental death, caused by the successful bidder(s) or its employees or subcontractors during the performance of its obligations under the contract.		
5.6.4	The successful bidder(s) agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or wilful acts on the part of the successful bidder(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		
<b>5.7</b>	<b>MOTOR VEHICLE LIABILITY INSURANCE</b>		
5.7.1	Bidders <b>must</b> state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		

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THAMES VALLEY DISTRICT SCHOOL BOARD  
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WORKSHEET A - TERMS AND CONDITONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.7.2	In the event of an affirmative answer to 5.8.1, the successful bidders <b>must</b> be covered by Automobile Liability Insurance through the term of the Contract. If the bidder's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the bidder. Each bidder must state if it or its employees or subcontractors have Automobile Liability Insurance Coverage. Sub clauses also subsection 5.8.3 to subsection 5.8.4 applies to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.		
5.7.3	Bidders should show proof with the submission of this bid, that upon the award of this contract that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million (Commercial and \$1 million on all personally owned vehicles) per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the bidder shall provide a written assurance from his insurer or agent on the insurer's or the agent's letterhead that liability insurance limits will be increased to \$2 million for Commercial Vehicles and \$1 million personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the bidder. The successful bidder(s) further agrees to maintain that good standing throughout the term of the contract.		
5.7.4	The TVDSB reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage:		
5.7.4.1	Third Party Liability Coverage in the form of OAP-1		
5.7.5	Upon an award to the successful bidder(s) by the TVDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damage and personal injuries, including accidental death, caused by the successful bidder(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		
5.7.6	The successful bidder(s) agrees to indemnify, hold harmless, and defend, the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful bidder(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		
<b>6.0</b>	<b>BIDDER PROFILE</b>		
<b>6.1</b>	<b>REFERENCES</b>		
6.1.1	New bidders <b>should</b> provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. The reference <b>should</b> contain the following information:		
6.1.1.1	Reference 1 - Company Name:		

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6.1.1.2	Reference 1 - Address:		
6.1.1.3	Reference 1 - Contact Name:		
6.1.1.4	Reference 1 - Phone Number:		
6.1.1.5	Reference 1 - Fax Number:		
6.1.1.6	Reference 1 - e-mail address:		
6.1.1.7	Reference 2 - Company Name:		
6.1.1.8	Reference 2 - Address:		
6.1.1.9	Reference 2 - Contact Name:		
6.1.1.10	Reference 2 - Phone Number:		
6.1.1.11	Reference 2 - Fax Number:		
6.1.1.12	Reference 2 - e-mail address:		
6.1.1.13	Reference 3 - Company Name:		
6.1.1.14	Reference 3 - Address:		
6.1.1.15	Reference 3 - Contact Name:		
6.1.1.16	Reference 3 - Phone Number:		
6.1.1.17	Reference 3 - Fax Number:		
6.1.1.18	Reference 3 - e-mail address:		
<b>6.2</b>	<b>ADMINISTRATION &amp; ORGANIZATION</b>		
6.2.1	The TVDSB reserves the right at any time after the closing date, to request from any bidder evidence of its financial standing and stability, including that of each of its officers, directors and principals. All bidders agree to provide at their own expense all such above-related information as may be requested by the TVDSB within four (4) days of the date of any such request.		
6.2.2	Bidders are required to list any and all pending or ongoing legal claims or disputes where the bidder could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.		
<b>7.0</b>	<b>BID SUBMISSION</b>		
<b>7.1</b>	<b>BIDDER'S RESPONSE GUIDE</b>		
7.1.1	Each bid submission should be structured using only the criteria identified in this bid document. When submitting bids, bidders should use the same numbering format, as on this bid document.		
7.1.2	The bid submission <b>must</b> include:		
7.1.2.1	Printed and signed copies of all Appendices		
7.1.2.2	One diskette, memory stick or CD with file names:		
7.1.2.1	Worksheet A: Terms and Conditions Response in Excel format - Electronic response required		
7.1.2.2	Worksheet B: Specifications in Excel format - Electronic response required		
7.1.3	It is the bidder's responsibility to ensure that the necessary files are on the diskette, memory stick or CD.		
7.1.5	Failure to respond in electronic format will deem the bid noncompliant.		

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7.1.6	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.10 - Labeling Instructions).		
7.1.7	Bidders' submissions should include page numbers for ease of reference by committee members.		
7.1.8	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		
7.1.9	Supplemental materials will not qualify as substitutes for direct responses to the bid's requirements unless specifically requested.		
<b>8.0</b>	<b>AWARD</b>		
<b>8.1</b>	<b>EVALUATION PROCESS</b>		
8.1.1	An evaluation committee will be established to evaluate bid submissions.		
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		
8.1.3	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the following evaluation criteria:		
8.1.3.1	Price		
8.1.3.2	Compliance with Specifications		
8.1.4	Compliant bidders may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted. Notification will be given to qualified bidders as to the time and place. The presentation shall be at the expense of the bidder.		
8.1.5	Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.		
8.1.6	The determination of equal quality will be based on our internal professional opinions.		
8.1.7	In the event of a tie score the TVDSB will resolve the tie by a draw. The names of the tie bidders will be entered into the draw. All parties will have representation when the draw takes place.		
<b>8.2</b>	<b>AWARD AND NOTIFICATION OF CONTRACT</b>		
8.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been made:		
8.2.1.1	www.tvdsb.ca → "Purchasing" → "Bids"		
8.2.1.2	Scroll to the end of the document, click "Proceed to Inquiry/Download Page"		
8.2.1.3	Proceed to the Bid, click "Results" (check mark)		
8.2.1.4	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		

**Laura Munding**  
Purchasing Department

**Tracy Grant**  
Chairperson

FIRM NAME : \_\_\_\_\_

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THAMES VALLEY DISTRICT SCHOOL BOARD  
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WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>9.0</b>	<b>ELECTRONIC BIDDING INSTRUCTIONS</b>		
<b>9.1</b>	<b>DOWNLOADING BID DOCUMENTS</b>		
9.1.1	All documents are available at no charge from the TVDSB Web Site at www.tvdsb.ca		
9.1.2	Click "Board" → "Purchasing" → "Bids"		
9.1.3	Click "Proceed to Inquiry/Download page"		
9.1.4	Click on the "Name of the Bid" to view documents in PDF format.		
9.1.5	Click on the "NEW" logo to download the executable files for preparing and submitting your bid.		
<b>9.2</b>	<b>PRINTING COPIES OF BID DOCUMENTS</b>		
9.2.1	To print a working copy of this bid document in PDF format, click on "Learning Materials."		
<b>9.3</b>	<b>COMPUTER SYSTEM REQUIREMENTS</b>		
9.3.1	To use the electronic system, bidders <b>must</b> have the following equipment:		
9.3.1.1	Microsoft Windows, version 95 or greater		
9.3.1.2	2.5 MB available hard drive space		
9.3.1.3	3 ½ 1.44 MB diskette drive or CD Burner.		
<b>9.4</b>	<b>INSTALLATION OF BID PROGRAM ONTO YOUR COMPUTER:</b>		
9.4.1	The TVDSB has made every effort to ensure the files are free of any virus and are functional. However, in safe computing practice, you are responsible for checking the files on your own virus checker to ensure it is free of any virus.		
9.4.2	Download the executables from our Web Site as shown above. Double click on the "NEW" logo for the executable file. Follow the instructions.		
9.4.3	The bid files are installed into a default directory called C:\LBTENDER. When the installation process is complete, a box will appear with a "Remove Thames Valley District School Board Tender icon"; please close this box. When the setup is complete, click close.		
9.4.4	To begin the Bid Program:		
9.4.4.1	Go to Windows Explorer		
9.4.4.2	Click on C:\ drive		
9.4.4.3	Open the folder "lbtender"		
9.4.4.4	Double click on the "tender.exe" file to open the program		
9.4.4.5	The following files will be installed in the C:\lbtender directory:		
9.4.4.6	Appendices434.xls		
9.4.5	To start the process open the Excel file and complete as instructed.		
<b>9.5</b>	<b>THE RETURN DISKETTE, MEMORY STICK OR CD:</b>		
9.5.1	After all bids have been entered:		
9.5.1.1	Copy the Appendices434.xls to either a 3.5" diskette, memory stick or CD using your company's standard CD Writing program.		
9.5.1.2	Check to ensure that the "files" are on the diskette, memory stick or CD. Without these files we will not be able to download your bid.		
9.5.1.3	Be sure to label your diskette, memory stick or CD with company name and signature.		
<b>9.6</b>	<b>LABELING OF ENVELOPE</b>		

FIRM NAME : \_\_\_\_\_

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THAMES VALLEY DISTRICT SCHOOL BOARD  
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WORKSHEET A - TERMS AND CONDITONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.6.1	ADDRESS BID ENVELOPE AS SHOWN BELOW:		
9.6.2	From - Company Name & Address		
9.6.3	To:OFFICE OF THE TENDERS CLERK		
9.6.4	Thames Valley District School Board		
9.6.5	EDUCATION CENTRE,		
9.6.6	1250 Dundas Street,		
9.6.7	LONDON, Ontario		
9.6.8	N5W 5P2		
9.6.9	Learning Materials		
9.6.10	Bid #434		
9.6.11	Return Date: 12:00:00 noon local time Wednesday, Dec 21, 2011		
<b>9.7</b>	<b>PLEASE AFFIX LABEL ON DISKETTE, MEMORY STICK OR CD AS SHOWN BELOW:</b>		
9.7.1	THAMES VALLEY DISTRICT SCHOOL BOARD		
9.7.2	Learning Materials		
9.7.3	Bid #434		
9.7.4	Return Date: 12:00:00 noon local time Wednesday, Dec 21, 2011		
9.7.5	Signature:		
9.7.6	Firm Name:		
<b>10.0</b>	<b>SIGNATURE PAGE</b>		
10.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		
10.2	I hereby acknowledge and agree that I have read and completed all of the preceding Contract Terms and Conditions and all Appendices. All required Appendices are included in our bid submission.		
10.3	I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:		
10.4	NAME (Please print):		
10.5	TITLE:		
10.6	SIGNATURE:		
10.7	FIRM NAME:		
10.8	State the legal entity that your organization operates under:		
10.8.1	Proprietorship		
10.8.2	Partnership		
10.8.3	Corporation		
10.9	If your organization is incorporated, bidders <b>must</b> state the jurisdiction in which the corporation was originally incorporated in:		
10.9.1	Name of each individual Partner or Correct Legal Name of Corporation:		
10.9.2	E-MAIL ADDRESS:		
10.9.3	ADDRESS:		
10.9.4	INTERNET ADDRESS:		

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THAMES VALLEY DISTRICT SCHOOL BOARD  
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 WORKSHEET A - TERMS AND CONDITONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
10.9.5	TELEPHONE NO.:		
10.9.6	FAX NO.:		
10.10	If subcontracting , bidders <b>must</b> provide the correct legal name for any sub contractor, their full personal name and address, telephone number, fax number, as well as the name(s) of appropriate contact persons (with whom the TVDSB may consult regarding this bid with whom the bidder enters into a contract(s) with to carry out any portion of this contract:		
10.10.1	Firm Name:		
10.10.2	Firm Address:		
10.10.3	Telephone Number:		
10.10.4	Fax Number:		
10.10.5	E-MAIL ADDRESS:		

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THAMES VALLEY DISTRICT SCHOOL BOARD  
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WORKSHEET B - REQUIREMENTS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>B.0</b>	<b>SPECIFICATIONS/REQUIREMENTS</b>		
<b>B1.1</b>	<b>CATALOGUE</b>		
B1.1.1	Bidders <b>must</b> submit a catalogue illustrating and listing their complete product range. The successful bidder(s) <b>must</b> provide a catalogue for each of our 166 schools.		
B1.1.2	The catalogues can be sent in bulk to our Distribution Centre at 951 Leathorne Street, London, Ontario for distribution to our schools.		
B1.1.3	Bidders must submit 10 catalogues to Purchasing Services at 1250 Dundas Street, London Ontario N5W 5P2 Attn: Laura Munding		
B1.1.4	The successful bidder(s) will be required to submit an Excel file with their entire catalogue product listing to be used for ordering purposes by the schools. Inability to comply with this requirement will deem the Bidder's bid submission noncompliant.		
B1.1.5	This Excel file must contain the following information:		
B1.1.5.1	Product number		
B1.1.5.2	Unit of Measure		
B1.1.5.3	Unit Price NOTE: Prices must be net prices for the Board		
B1.1.5.4	Page Number in your Catalogue		
B1.1.5.5	Description of product		
B1.1.6	Bidders should state the location of their distribution centre(s).		
<b>B1.2</b>	<b>DELIVERY/ORDERING</b>		
B1.2	Not all goods will be ordered at one time; orders will be placed as requests are received from our schools.		
B1.3	In the past, the TVDSB carried the majority of these product in inventory and ordered in large quantities shipped directly to our Distribution Centre. The TVDSB has made a decision to eliminate inventories. Therefore, the products requested on this bid will be shipped directly to our schools and departments. A list of locations is shown on the TVDSB website.		
B1.4	In order to meet any minimum order stipulation, we may combine orders from different sites for delivery to our Distribution Centre at 951 Leathorne Street in London. Those orders would be labeled in the "ship to" portion of our purchase order as "Wrap and Label Care of Distribution Centre". Our expectation is that these shipments will arrive packaged and labeled PER SITE, ready for us to forward directly to the school with no further packaging or resorting required.		
B1.5	The TVSDB prefers a no minimum dollar value policy.		
B1.6	If applicable, bidder's should state their minimum dollar value per order.		

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B1.7	Each package must be clearly labelled for the school or location specified on our purchase order. The successful bidder(s) must ensure the school's full name and address is labelled as we have duplicate location names.		
B1.8	The successful bidder(s) must ensure packages are labelled containing the number of packages in each shipment. ie, 1 of 2, 2 of 2, etc.		
B1.9	Each school's order must contain their own packing slip.		
B1.10	The successful bidder(s) must ensure the packaging materials used are adequate so that the product is protected at all times during the distribution process.		
B1.11	Our distribution centre will sign for delivery on all orders subject to inspection at the school.		
B1.12	The successful bidder(s) must contact Jim Morton at the Distribution Centre (519-852-4443) prior to shipping any large shipments (skid lots) for arrangement of a delivery date and time.		
<b>B1.3</b>	<b>REQUIREMENTS</b>		
B1.3.1	Bidders should only make reference to Learning Materials in their bid submission.		
<b>B1.4</b>	<b>PRICING/DISCOUNT STRUCTURE</b>		
B1.4.1	Bidders may bid on all sections, or as many sections as applicable below.		
B1.4.2	Bidders <b>must</b> state the discount, as a percentage, off the prices shown in your catalogue.		
B1.4.2.1	Bidders <b>must</b> state if this discount is also off website pricing.		
B1.4.2.2	If not, bidders <b>must</b> state discount, as a percentage, off website pricing.		
<b>B1.5</b>	<b>Description - General Sections</b>	<b>State percentage discount</b>	<b>Comment</b>
B1.5.1	Teacher Resources		
B1.5.2	Infants and Toddlers		
B1.5.3	Dramatic Play		
B1.5.4	Sand/Water Play		
B1.5.5	Building and Construction (K'Nex, Lego, Duplo, Gears!, etc.)		
B1.5.6	Block Play		
B1.5.7	Puzzles/Logical Concepts		
B1.5.8	Mathematics (not to include resources)		
B1.5.9	Language (not to include resources)		
B1.5.10	Board Games		

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_