

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION		
1.0.1	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 184 schools with an estimated enrolment of 77,000 students.		
1.1	PURPOSE		
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 snack vending, subject to the conditions herein.		
1.2	BACKGROUND		
1.2.1	Currently there are 28 snack vending machines in the TVDSB. This number includes 26 machines in 26 secondary schools and two machines in two administrative locations. Appendix A shows a listing of current machine locations.		
2.0	BID DEFINITIONS AND INFORMATION		
2.1	DEFINITIONS		
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	BID IRREGULARITY: 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	Major Irregularity: 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.		
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. The TVDSB may permit the bidder to correct a minor irregularity.		

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2.2	STRUCTURE OF THIS BID		
2.2.1	Bidders must use the electronic bidding file (setup.exe) which is available on the internet at:		
2.2.1.1	www.tvdsb.on.ca		
2.2.1.2	"Purchasing Bids"		
2.2.1.3	"Electronic Bidding Instructions, Bid Download and Bid Results",		
2.2.1.4	Scroll to the end of the document, click		
2.2.1.5	"Proceed to inquiry/download page".		
2.2.1.6	Proceed to the bid, click		
2.2.1.7	"New" Icon		
2.2.1.8	The setup.exe file contains the following file:		
2.2.1.9	Terms.xls: Vendor Response in Excel format - includes the following tabs - electronic response is required:		
2.2.1.9.1	Terms and conditions response (in Excel format - electronic response is required).		
2.2.1.9.2	Worksheet A: Specifications in Excel format		
2.2.1.9.3	Worksheet B: Scope of Work in Excel format		
2.2.1.9.4	Worksheet C: Price and Revenue Information in Excel format		
2.3	RETURN LOCATION		
2.3.1	Sealed bid submissions must 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 and diskette or CD).		
2.3.9	The bid submission must 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.		

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2.4	IMPORTANT DATES		
2.4.1	ISSUE DATE: Wednesday/2009/02/25		
2.4.2	QUESTIONS: Tuesday/2009/03/10		
2.4.3	ANSWERS TO QUESTIONS: Thursday/2009/03/12		
2.4.4	RETURN DATE and TIME: prior to 12:00:00 local time Wednesday/2009/April/01		
2.4.5	PRESENTATION/DEMONSTRATION IF REQUIRED: Tentative Dates: Wednesday/2009/April/29		
2.5	QUESTIONS		
2.5.1	All questions pertaining to this bid document are to be addressed to: Todd Springer, by Fax (519) 452-2399 or email t.springer@tvdsb.on.ca no later than Tuesday/2009/03/10. After this date no further inquiries, concerns or questions may be submitted. The TVDSB reserves the right to distribute a notice of content of any inquiry and the TVDSB's response to all other registered bidders. All questions pertaining to this bid document must be submitted in writing.		
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: Todd Springer. The TVDSB will only be bound by written answers to questions .		
2.5.3	Answers to all questions will be posted to the TVDSB web site at www.tvdsb.on.ca		
2.5.3.1	"Purchasing Bids"		
2.5.3.2	"Electronic Bidding Instructions, Bid Download and Bid Results"		
2.5.3.3	Scroll to the end of the document, click		
2.5.3.4	"Proceed to inquiry/download page"		
2.5.3.5	Proceed to the Bid, click		
2.5.3.6	"Answers to Questions"		
2.5.3.7	View documents in PDF format.		
2.5.3.8	All bid files are available for downloading at no charge from the TVDSB web site.		
2.5.4	Should any questions raised by a bidder necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site. See Section 2.5.3.		
3.0	CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT		
3.1	CONTRACT TERM		
3.1.1	The term of this agreement shall be for 3 years, commencing on September 01, 2009 and unless otherwise provided herein, terminating on August 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 two two-year increments and will advise the bidder in writing of their intentions, no later than 60 days prior to August 31, 2012.		
3.1.3	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a second two-year period ending August 31, 2014.		
3.1.4	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a third two-year period ending August 31, 2016.		

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3.1.5	The TVDSB reserves the right to extend this contract due to extenuating circumstances. This extension shall not exceed one year.		

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3.2	PRICING / REVENUE		
3.2.1	Bidders must print and sign Worksheet C - Pricing and Revenue Information.		
3.2.2	The TVDSB is expecting a quarterly financial return from successful bidder(s) for beverage vending.		
3.2.3	The revenue payments provided for in 3.2.2 will become due quarterly on the 15th day of the following month.		
3.2.4	All charges must 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.		
3.2.5	Prices must include delivery, F.O.B. destination. NO AWARDS WILL BE MADE TO FIRMS QUOTING FREIGHT EXTRA.		
3.2.6	Prices must remain in effect for the initial 3 year term of the contract, commencing on September 01, 2009 and ending August 31, 2012.		
3.3	TAXES		
3.3.1	GST and PST: Where applicable, Goods & Services Tax and Provincial Sales Tax must be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	QUALITY		
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.		
4.1.2	The determination of equal quality will be based on our internal professional opinions.		
4.1.3	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 be also taken into consideration when awarding this contract.		
4.1.4	Any material, equipment, service or work ordered which, in the opinion of the TVDSB, does not completely fulfill the specifications must immediately be removed and/or completed to the specifications or sample quality at the expense of the successful bidder.		
4.1.5	The successful bidder(s) must carry out all work to the satisfaction of the TVDSB. All trade work is to be performed by appropriately certified staff.		
4.2	QUANTITY/TERM		
4.2.1	Revenues from September 2007 to August 2008 were approximately \$500,000.		
4.3	REQUIREMENTS		
4.3.1	For each requirement as described in Worksheet A - Specifications bidders must place a response in the appropriate column.		

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4.4	IMPLEMENTATION		
4.4.1	Bidder(s) must outline an implementation schedule as required in Worksheet A.		
4.4.2	Bidder(s) must state penalty for failure to meet implementation schedule in Worksheet A.		
4.4.3	Penalties stated in Worksheet A will apply for failure to meet implementation dates. The penalty must be stated.		
4.5	SAMPLES/DEMONSTRATION		
4.5.1	Each bidder may be required to submit, at the bidder's own expense, the items which are being bid upon for examination and comparison purposes. This must be done on request and at a time and location chosen by the TVDSB.		
4.5.1.1	Samples requested must be clearly marked with the name of the bidder and the bid item number.		
4.5.2	Bidders who do not submit the required samples will be considered noncompliant.		
4.5.3	Not all samples will be returned immediately. Those retained for quality control purposes or testing will be purchased and any item tested that proves defective will be returned		
4.5.3.1	Bidders should provide return instructions (i.e. address and authorization number) if required, for sample returns.		
4.6	PRESENTATION/INTERVIEW/DEMONSTRATION		
4.6.1	Qualified bidders may be required to make a presentation at the bidders' own expense or arrange a visit for the evaluation committee to an existing installed location that matches the requirements of the bid. No bid alterations will be allowed. Notification will be given to qualified bidders as to time and place.		
4.7	TRAINING / SUPPORT		
4.7.1	Installation, training and support services are a consideration in awarding this bid. Include any and all support and implementation services your company will provide, identifying certification relevant to the support role envisioned.		
4.8	WARRANTY AND MAINTENANCE		
4.8.1	Service is an extremely important consideration in the award of this bid. Bidders must complete Scope of Work - Worksheet B.		
4.8.2	Bidders must state location of distribution/service facilities.		
4.8.3	Bidders must state number of service people at each location.		
4.8.4	Bidders must state time to respond to service calls:		
4.8.4.1	Less than one half day		
4.8.4.2	One half day		
4.8.4.3	One full day		
4.8.4.4	More than one day		
4.8.4.5	Other		
4.8.5	Bidders must state mean time to repair commitments in the event of service disruption and associated penalties in the event of extended outages.		
4.8.6	Bidders must disclose their policy of loan machines in the event repairs are not made on-site.		

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4.8.7	All equipment must be guaranteed for the entire period of the contract you are bidding. The successful bidder(s) must be prepared to exchange all equipment that proves defective during this contract without rewriting the agreement. Machines will be replaced if the number of service calls greatly exceeds those recommended in the machines preventive maintenance schedule or when the successful bidder(s) and the TVDSB recommends replacement due to any other conditions upon mutual agreement.		
4.8.8	The TVDSB reserves the right to initiate a survey to measure customers' satisfaction.		
4.9	ENVIRONMENT		
4.9.1	Bidder(s) must include a detailed description of any environmental initiative and how your program would be implemented and benefit TVDSB.		
4.10	STATISTICAL DATA		
4.10.1	The successful bidder(s) must be capable of supplying the TVDSB with statistical data in a flat ASCII format.		
5.0	TERMS AND CONDITIONS		
5.1	GENERAL TERMS AND CONDITIONS		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 180 days.		
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 must 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 must 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 must 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.		

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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.		
5.1.12	The successful bidder(s) must 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 must 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 willful acts of any of the successful bidder(s)' employees or contracted staff.		

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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.		
5.1.21	The acceptance of the bid by the successful bidder and the award of the contract contemplated by this bid document is subject to approval of the Board of Trustees.		
5.2	CANCELLATION OF CONTRACT / LOSS OF SERVICE		
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.		

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5.3	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT		
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 right, title and interest 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.		
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.		
5.4	HUMAN RIGHTS AND CHILD LABOUR LAWS		
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	http://www.ilo.org		
5.4.3.2	http://www.ilo.org/public/english/comp/child/policy/towards.htm		

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5.5	HEALTH, SAFETY REGULATIONS		
5.5.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) must be completely assembled and must bear 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 must 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) must 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 WHIMS in accordance with Occupational Health and Safety Act Regulations. They must adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
5.5.5	The TVDSB reserves the right to request to request a copy of a bidder's Health & Safety Policy, Procedures and Guidelines.		
5.6	WORKPLACE SAFETY AND INSURANCE BOARD		
5.6.1	The successful bidder(s) must ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.		
5.6.2	The successful bidder(s) must furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract. The good standing must be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety & Insurance Board Certificate is updated every sixty (60) days. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.6.3	All workplace injuries or accidents on TVDSB property must be reported by the successful bidder(s) to the TVDSB's representative within 24 hours.		

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5.7	COMMERCIAL LIABILITY INSURANCE		
5.7.1	The successful bidder(s) must 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.		
5.7.2	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 \$5 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 \$5 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 \$5 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.		
5.7.2.1	This liability policy shall contain the following coverage:		
5.7.2.2	Personal Injury & Property Damage		
5.7.2.3	Non-Owned Automobile Liability		
5.7.2.4	Owners and Contractors Protective Coverage		
5.7.2.5	Contractual Liability		
5.7.2.6	Broad Form Property Damage		
5.7.2.7	Products & Completed Operation Insurance		
5.7.2.8	Contingent Employees Liability		
5.7.2.9	Cross Liability Clause and Severability of Interest Clause		
5.7.3	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.		
5.7.4	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 willful 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.		

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5.8	MOTOR VEHICLE LIABILITY INSURANCE		
5.8.1	Bidders must state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		
5.8.2	In the event of an affirmative answer to 5.8.1, the successful bidders must 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.		
5.8.3	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 \$1million 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.		
5.8.3.1	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:		
5.8.3.2	Third Party Liability Coverage in the form of OAP-1		
5.8.4	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.		
5.8.5	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.		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
6.0	BIDDER PROFILE		
6.1	REFERENCES		
6.1.1	New bidders must provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. The reference must contain the following information:		
6.1.1.1	Reference 1 - Company Name:		
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:		
6.2	ADMINISTRATION & ORGANIZATION		
6.2.1	Bidders must include an organizational chart.		
6.2.2	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.		
6.2.3	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.		
6.2.4	Bidders must state location of their distribution centre.		
6.2.5	Bidders should state if they are ISO registered and if so what level.		
6.2.6	Bidders should state if the staff involved in the execution of this contract are employees or sub-contractors.		

FIRM NAME : _____

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
7.0	BID SUBMISSION		
7.1	BIDDER'S RESPONSE GUIDE		
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 must include:		
7.1.2.1	Printed and signed copies of all Worksheets.		
7.1.3	One Diskette or CD with file name:		
7.1.3.1	Terms.xls: Vendor Response in Excel format - includes the following tabs - electronic response required:		
7.1.3.2	Terms and conditions response (in Excel format - electronic response is required).		
7.1.3.3	Worksheet A: Specifications in Excel format (in Excel format - electronic response is required).		
7.1.3.4	Worksheet B: Scope of Work in Excel format (in Excel format - electronic response is required).		
7.1.3.5	Worksheet C: Price and Revenue Information (in Excel format - electronic response is required).		
7.1.4	It is the bidders responsibility to ensure the that the necessary "file" is on the diskette or CD.		
7.1.5	Failure to respond in electronic format will deem the bid noncompliant.		
7.1.6	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.6 - 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.		
8.0	8.0 AWARD		
8.1	EVALUATION PROCESS		
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: Choose appropriate items from list below.		
8.1.3.1	Ability to supply the requirements identified in Worksheets and other relevant sections.		
8.1.3.2	Financial return and pricing		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
8.1.3.3	Company policies		
8.1.3.4	Marketing program		
8.1.3.5	Quality assurance program		
8.1.3.6	Administrative organization and staffing		
8.1.3.7	Financial standing and stability.		
8.1.3.8	Implementation		
8.1.3.9	References		
8.1.3.10	Interview, if required		
8.1.3.11	Demonstration, if required		
8.1.3.12	Freedom from potential legal liabilities which would have an impact on the ability of the bidder to complete the agreement.		
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.		
8.2	AWARD AND NOTIFICATION OF CONTRACT		
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.on.ca		
8.2.1.2	"Purchasing Bids"		
8.2.1.3	"Electronic Bidding Instructions, Bid Download and Bid Results",		
8.2.1.4	Scroll to the end of the document, click		
8.2.1.5	"Proceed to inquiry/download page".		
8.2.1.6	Proceed to the Bid, click		
8.2.1.7	"Results - Check Mark"		
8.2.1.8	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		
	Todd Springer		James Stewart
	Purchasing Department		Chairperson

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.0	ELECTRONIC BIDDING INSTRUCTIONS		
9.1	DOWNLOADING BID DOCUMENTS		
9.1.1	All documents are available from the TVDSB Web Site at www.tvdsb.on.ca		
9.1.2	Click "Purchasing - Bids" icon		
9.1.3	Click "Electronic Bidding Instructions, Bid Download and Bid Results" or "Bids"		
9.1.4	Read instructions		
9.1.5	Click "Proceed to Inquiry/Download page"		
9.1.6	Click on the "Name of the Bid" to view documents in PDF format.		
9.1.7	Click on the "NEW" logo to download the executable files for preparing and submitting your bid.		
9.1.8	All bid files are available for downloading at no charge from the TVDSB web site.		
9.2	PRINTING COPIES OF BID DOCUMENTS		
9.2.1	To print a working copy of any bid document - Click on the "name of the Bid" to print documents in PDF format.		
9.3	COMPUTER SYSTEM REQUIREMENTS		
9.3.1	To use the electronic system, bidders must have the following equipment:		
9.3.1.1	Microsoft Windows, version 9.5 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.		
9.4	INSTALLATION OF BID PROGRAM ONTO YOUR COMPUTER:		
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.		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.4.3	The bid file is 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 file will be installed in the C:\lbtender directory:		
9.4.4.6	Terms.xls		
9.4.5	To start the process open the Excel file and complete as instructed.		
9.5	THE RETURN DISKETTE OR CD:		
9.5.1	After all bid information has been entered:		
9.5.1.1	Copy the Excel file (terms.xls) to either a 3.5" Diskette or CD using your company's standard CD Writing program.		
9.5.1.2	Check to ensure that the "file" is on the diskette or CD. Without this file we will not be able to download your bid.		
9.5.1.3	Be sure to label your diskette or CD with company name and signature.		
9.6	LABELING OF ENVELOPE AND DISK		
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	Beverage Vending		
9.6.10	Bid 462/2009/TS		
9.6.11	Return Date: 12:00:00 local time Wednesday/2009/April/1		
9.7	PLEASE AFFIX LABEL ON DISK AS SHOWN BELOW:		
9.7.1	THAMES VALLEY DISTRICT SCHOOL BOARD		
9.7.2	Beverage Vending		
9.7.3	Bid 462/2009/TS		
9.7.4	Return Date: 12:00:00 local time Wednesday/2009/April/1		
9.7.5	Signature:		
9.7.6	Firm Name:		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
10.1	SIGNATURE PAGE		
10.1.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		
10.1.2	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.		
10.1.3	I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:		
10.1.4	NAME (Please print):		
10.1.5	TITLE:		
10.1.6	SIGNATURE:		
10.1.7	FIRM NAME:		
10.1.8	State the legal entity that your organization operates under:		
10.1.8.1	Proprietorship		
10.1.8.2	Partnership		
10.1.8.3	Corporation		
10.1.9	If your organization is incorporated, bidders must state the jurisdiction in which the corporation was originally incorporated in:		
10.1.9.1	Name of each individual Partner or Correct Legal Name of Corporation:		
10.1.9.2	E-MAIL ADDRESS:		
10.1.9.3	ADDRESS:		
10.1.9.4	INTERNET ADDRESS:		
10.1.9.5	TELEPHONE NO.:		
10.1.9.6	FAX NO.:		
10.1.10	If subcontracting, bidders must 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:		
10.1.10.1	Firm Name:		
10.1.10.2	Firm Address:		
10.1.10.3	Telephone Number:		
10.1.10.4	Fax Number:		
10.1.10.5	E-MAIL ADDRESS:		

FIRM NAME : _____

SIGNATURE : _____

	DESCRIPTION	RESPONSE	COMMENT
WORKSHEET A - Specifications			
A	<p>Bidders must submit a response not to exceed 5 pages in total (8½" x 11"), demonstrating how they will address the requirements listed below (Items A1.1 to A1.11.) Any additional information submitted will not be reviewed. Bid submissions should be structured using only the criteria identified in this bid document Worksheet A - A1.1 to A1.11. When submitting bids, bidders should use the same numbering format as on this bid document. Other requested documents including additional Appendices and all certificates are in addition to the 5 pages.</p>		
A1.1	<p>Research has shown that children and adolescents need a balanced nutritious diet at home and at school, in order to learn effectively, grow properly and maintain good health. Healthy eating needs to be both taught and modeled. Students spend a significant amount of time at school, making this environment an important setting to promote and reinforce healthy eating. Well-nourished children and adolescents are more likely to be prepared to learn, be active and maintain their health as adults. Healthy beverage choices reduce the risk of obesity and chronic disease(s) such as heart disease, certain types of cancer and diabetes. (from the TVDSB Food in Our Schools guideline)</p>		
A1.1	<p>The bidder will describe their philosophy in view of the TVDSB's guideline.</p>		
A1.2	<p>Healthy Choices: Vending selections must promote healthy habits and provide a variety of food selections which recognize diverse tastes. Selections must be in line with the Canada Food Guide.</p>		
A1.3	<p>Nutrition education: Include a detailed description of your nutrition education program (i.e. bulletin boards, signage, newsletters)</p>		
A1.4	<p>Strategic Pricing Structure: In order to significantly increase the alignment between student choices and the Canada Food Guide, the TVDSB anticipates that proposals will include a strategic price structure that encourages students to select more products in line with the Canada Food Guide. Prices should take into account prices for comparable products at local convenience stores and neighboring school districts.</p>		
A1.5	<p>Incentives: In addition to pricing structure, non-food proposals must also describe any other incentives that are planned to influence student selections. Other incentives might include but are not limited to convenience, accessibility, contests and prizes. Vendor(s) must stipulate the dollar (\$) value of any incentives proposed. Incentives promoting physical activity are preferred. The TVDSB site administrator will determine with the successful vendor(s) and have final approval for all incentives introduced on a school by school basis.</p>		
A1.6	<p>Marketing Plan: The proposal must include a marketing plan that will emphasize visual representations of physical activities and/or the recommendations of the Canadian Health Food Guide. Vendor(s) must stipulate the dollar (\$) value of any incentives proposed. Incentives promoting physical activity are preferred. The TVDSB site administrator will determine with the successful vendor(s) and have final approval for all marketing plans introduced on a school by school basis.</p>		
A1.7	<p>Environment: Each proposal must include a detailed description of your environmental program and how your program would be implemented.</p>		
A1.8	<p>Quality: Each proposal submission must include a statement outlining your company's quality assurance philosophy and program and detailing how your company will respond to:</p>		
A1.8.1	<p>Service related problems</p>		
A1.8.2	<p>Quality problems</p>		
A1.9	<p>Please provide your corporate program for training of all staff in safe food handling practices.</p>		
A1.10	<p>Outline your policy regarding the screening and reference checking of potential employees prior to hiring</p>		
A1.11	<p>Implementation: Please outline your implementation schedule which clearly demonstrates how you will be able to commence snack vending operations on September 01, 2009. It is anticipated that an August 15th to August 30th window of opportunity will be available for equipment and product delivery and installation of this implementation. Please state as well the penalties for failure to meet said schedule. Penalties stated will apply for failure to meet implementation dates.</p>		

Bidders must include the 5 page Requirements Response in their bid submission in both hard copy and electronic format (Word, or Pdf).

FIRM NAME: _____

SIGNATURE: _____

ITEM NO	DESCRIPTION WORKSHEET B - SCOPE OF WORK	<u>Successful Bidder</u>	<u>TVDSB</u>	<u>Comment</u>
Services to be provided by:				
COMMISSION PAYMENTS				
B1.1	Commissions to the schools will be paid by the vendor in the form of a cheques made out to each school. All cheques must first be sent to Purchasing Services for verification. Cheques will be submitted quarterly no later than 15 calendar days after the first day of the new quarter.	X		
B1.2	The successful vendor must provide the TVDSB with a quarterly revenue and commission report covering the activity of each machine in an aggregate report by school or administrative location. Information to be provided must include: location, machine, product, units sold, total gross sales, TVDSB commissions. These reports should be in an electronic format (Excel or ASCII flat file). Revenue reports must be submitted no later than 15 calendar days after the first day of the new quarter.	X		
B1.3	Purchasing Services will verify that the commissions cheques are in the amounts shown on the reports provided by the successful vendor as per B1.2 and forward the cheques to the schools.		X	
VENDING RIGHTS				
B2.1	The TVDSB requires vendor(s) to meet specific expectations regarding the nature and scope of the proposed contract. Expectations might include such concerns as advertising rights, use of the TVDSB logo, sales incentives, and exclusivity of contract. Use of the TVDSB logo in any form by vendor(s) will be subject to approval of TVDSB.	X		
B2.2	The TVDSB retains sole discretion over the products to be selected for sale. Working with the vendor, TVDSB site administrators will determine and have final approval on the placement and display of items within the vending machines on a school by school basis.		X	
B2.3	The TVDSB retains sole discretion over vending machine location on TVDSB property.		X	
B2.4	All cafeteria operators within TVDSB secondary schools maintain the right to sell beverages and snacks as per existing food service contracts, from the servery during the hours of operation of the cafeterias.		X	
B2.5	The TVDSB allows multiple organizations the use of our facilities. This contract will not preclude these organizations from bringing on to the TVDSB premises snacks or beverages for purpose of sale or distribution for events put on by those organizations. The successful vendor(s) vending machines will be made available where circumstances allow as determined by the TVDSB site administrator.		X	
B2.6	The TVDSB may determine that certain products may not be offered at some locations, e.g. carbonated beverages may not be made available at elementary schools.		X	
B2.7	Vendor(s) will be financially responsible for product loss, monetary loss, non-sale spoilage due to product expiry dates, and damages caused by power failure or any other circumstances beyond the direct control of the TVDSB.	X		
EQUIPMENT AND ELECTRICAL				
B3.1	It will be the successful vendor(s) responsibility to work with each site administrator and a facility services representative on placement of equipment within each site. Restrictions due to physical layout, lack of electrical service etc. may impact the placement of those machines. Additional electrical hook-ups that may be requested must be in agreement with site administrator and a facility services representative and will be at the vendor(s) expense.	X		
B3.2	Equipment will be installed as per the Ontario School Board Insurance Exchange recommendations and the Ontario Ministry of Education Guidelines attached as Appendix C.	X		
B3.3	All vending machine maintenance, including parts replacement, preventative maintenance, and regular cleaning, will be provided at no charge to the TVDSB.	X		
B3.4	Equipment should be "new" and equipped with electronic coin changers and internal non-re-settable meters.	X		
B3.5	Installation/removal/relocation/movement of vending equipment will be mutually agreed upon by the TVDSB and the successful vendor(s) and will be performed at no charge to the TVDSB.	X	X	
B3.6	The TVDSB reserves the right to install lock boxes where machines are plugged in, or to hard wire the machines directly to a power source, and to pass a nominal fee on to the vendor(s) for the cost of such services (the TVDSB shall invoke this right only if an issue develops with machines being unplugged, or under similar such circumstances).	X	X	
PRODUCT / SERVICE				
B4.1	Replenishment of product shall occur up to 5 days per week (Monday- Friday), as sales warrant and be coordinated with School operating hours.	X		
B4.2	Response to service calls shall occur within 24 hours of the call for service Monday through Friday.	X		
B4.3	Service personnel shall be uniformed and carry a photo ID bearing the company logo.	X		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO	DESCRIPTION WORKSHEET B - SCOPE OF WORK	<u>Successful Bidder</u>	<u>TVDSB</u>	<u>Comment</u>
Services to be provided by:				
COMMISSION PAYMENTS				
B1.1	Commissions to the schools will be paid by the vendor in the form of a cheques made out to each school. All cheques must first be sent to Purchasing Services for verification. Cheques will be submitted quarterly no later than 15 calendar days after the first day of the new quarter.	X		
B1.2	The successful vendor must provide the TVDSB with a quarterly revenue and commission report covering the activity of each machine in an aggregate report by school or administrative location. Information to be provided must include: location, machine, product, units sold, total gross sales, TVDSB commissions. These reports should be in an electronic format (Excel or ASCII flat file). Revenue reports must be submitted no later than 15 calendar days after the first day of the new quarter.	X		
B1.3	Purchasing Services will verify that the commissions cheques are in the amounts shown on the reports provided by the successful vendor as per B1.2 and forward the cheques to the schools.		X	
VENDING RIGHTS				
B2.1	The TVDSB requires vendor(s) to meet specific expectations regarding the nature and scope of the proposed contract. Expectations might include such concerns as advertising rights, use of the TVDSB logo, sales incentives, and exclusivity of contract. Use of the TVDSB logo in any form by vendor(s) will be subject to approval of TVDSB.	X		
B2.2	The TVDSB retains sole discretion over the products to be selected for sale. Working with the vendor, TVDSB site administrators will determine and have final approval on the placement and display of items within the vending machines on a school by school basis.		X	
B2.3	The TVDSB retains sole discretion over vending machine location on TVDSB property.		X	
B2.4	All cafeteria operators within TVDSB secondary schools maintain the right to sell beverages and snacks as per existing food service contracts, from the servery during the hours of operation of the cafeterias.		X	
B2.5	The TVDSB allows multiple organizations the use of our facilities. This contract will not preclude these organizations from bringing on to the TVDSB premises snacks or beverages for purpose of sale or distribution for events put on by those organizations. The successful vendor(s) vending machines will be made available where circumstances allow as determined by the TVDSB site administrator.		X	
B2.6	The TVDSB may determine that certain products may not be offered at some locations, e.g. carbonated beverages may not be made available at elementary schools.		X	
B2.7	Vendor(s) will be financially responsible for product loss, monetary loss, non-sale spoilage due to product expiry dates, and damages caused by power failure or any other circumstances beyond the direct control of the TVDSB.	X		
EQUIPMENT AND ELECTRICAL				
B3.1	It will be the successful vendor(s) responsibility to work with each site administrator and a facility services representative on placement of equipment within each site. Restrictions due to physical layout, lack of electrical service etc. may impact the placement of those machines. Additional electrical hook-ups that may be requested must be in agreement with site administrator and a facility services representative and will be at the vendor(s) expense.	X		
B3.2	Equipment will be installed as per the Ontario School Board Insurance Exchange recommendations and the Ontario Ministry of Education Guidelines attached as Appendix C.	X		
B3.3	All vending machine maintenance, including parts replacement, preventative maintenance, and regular cleaning, will be provided at no charge to the TVDSB.	X		
B3.4	Equipment should be "new" and equipped with electronic coin changers and internal non-re-settable meters.	X		
B3.5	Installation/removal/relocation/movement of vending equipment will be mutually agreed upon by the TVDSB and the successful vendor(s) and will be performed at no charge to the TVDSB.	X	X	
B3.6	The TVDSB reserves the right to install lock boxes where machines are plugged in, or to hard wire the machines directly to a power source, and to pass a nominal fee on to the vendor(s) for the cost of such services (the TVDSB shall invoke this right only if an issue develops with machines being unplugged, or under similar such circumstances).	X	X	
PRODUCT / SERVICE				
B4.1	Replenishment of product shall occur up to 5 days per week (Monday- Friday), as sales warrant and be coordinated with School operating hours.	X		
B4.2	Response to service calls shall occur within 24 hours of the call for service Monday through Friday.	X		
B4.3	Service personnel shall be uniformed and carry a photo ID bearing the company logo.	X		

FIRM NAME: _____

SIGNATURE: _____

WORKSHEET C - REVENUE AND PRICING

TVDSB Historical Information			
Sales Information September 2007 - August 2008 Snacks	Container Size (ml)	Consumed Units	TVDSB Consumer Price (\$)

Appr. \$500,000 sales

Commission rates should be based on a percentage of total gross sales by each product or product category, at the proposed vending price. The proposal must project annual growth and sales volume based on the proposed product mix and pricing strategy.

Vendor Response Information Snack Vending												
Snack Vending	Container Size(s) (Units)	Anticipated Sales Volume (Units)	Consumer Price (\$/Unit)			Total Estimated Annual Sales (\$)	TVDSB Commission (%)	TVDSB Annual Commission (\$)	TVDSB Minimum Guaranteed Annual Commission (\$)	Set Up Costs To Board Ref 5.4	Vending Equipment KW Consumption	Additional Incentives Offered
			Year 1	Year 2	Year 3							
Chips (List Brand Names)						\$0		\$0				
						\$0		\$0				
						\$0		\$0				
						\$0		\$0				
Candy (List Brand Names)						\$0		\$0				
						\$0		\$0				
						\$0		\$0				
Baked Goods (List Brand Names)						\$0		\$0				
						\$0		\$0				
						\$0		\$0				
Gum (List Brand Names)						\$0		\$0				
						\$0		\$0				
						\$0		\$0				
Other (List Brand Names)						\$0		\$0				
						\$0		\$0				
						\$0		\$0				

Signature: _____

Firm Name: _____

Appendix A - Machine Locations

Location	Address	Postal Code	Panel
A.B. LUCAS	656 Tennent Avenue, London, ON	N5X 1L8	S
ANNANDALE HIGH SCHOOL	60 Tillson Avenue, Tillsonburg, ON	N4G 3A1	S
CENTRAL ELGIN	201 Chestnut Street, St. Thomas, ON	N5R 2B5	S
CENTRAL HIGH	509 Waterloo Street, London, ON	N6B 2P8	S
CLARKE RD SECONDARY	300 Clarke Road, London, ON	N5W 5N4	S
COLLEGE AVE SECONDARY	700 College Avenue, Woodstock, ON	N4S 2C8	S
GLENCOE HIGH SCHOOL	3581 Concession Drive, Box 370, Glencoe, ON	N0L 1M0	S
GLENDALE HIGH SCHOOL	37 Glendale Drive, Tillsonburg, ON	N4G 1J6	S
H.B.BEAL S.S.	525 Dundas Street, London, ON	N6B 1W5	S
HURON PARK SECONDARY SCHOOL	37 Alma Street, Ingersoll, ON	N5C 1N1	S
INGERSOLL DISTRICT COLLEATE	37 Alma Street, Ingersoll, ON	N5C 1N1	S
LAURIER SEC	450 Millbank Drive, London, ON	N6C 4W7	S
LORD DORCHESTER SEC SCHOOL	61 Queen Street, Dorchester, ON	N0L 1G0	S
MEDWAY HIGH SCHOOL	14405 Medway Road, Arva, ON	N0M 1C0	S
MONTCALM SECONADRY 5	1350 Highbury Avenue, London, ON	N5Y 1B5	S
NORTH MIDDLESEX S/S FSV	100 Main Street, Box 610, Parkhill, ON	N0M 2K0	S
NORWICH DISTRICT HIGH SCHOOL	R.R. 1 Stove St. & Hwy 59, Norwich, ON	N0J 1P0	S
OAKRIDGE SECONDARY SCHOOL	1040 Oxford Street West, London, ON	N6H 1V4	S
PARKSIDE COLLEGIAE	241 Sunset Drive, St. Thomas, ON	N5R 3C2	S
SAUNDERS HIGH SCHOOL	941 Viscount Road, London, ON	N6K 1H5	S
SIR FREDERICK BANTING S.S.	125 Sherwood Forest, London, ON	N6G 2C3	S
SOUTH SECONDARY SCHOOL	371 Tecumseh Avenue, London, ON	N6C 1T4	S
STRATHROY DISTRICT COLLEGIATE	96 Kittredge Avenue, Strathroy, ON	N7G 2A8	S
WESTMINSTER HIGH SCHOOL	230 Base Line Road West, London, ON	N6J 1W1	S
WHEABLE	70 Jacqueline Street, London, ON	N5Z 3P7	S
WOODSTOCK COLLEGIATE INSTITUTE	35 Riddell Street, Woodstock, ON	N4S 6L9	S
THAMES VALLEY BOARD OFFICE	1250 Dundas Street, P.O. Box 5888, London, ON	N5W 5P2	O
TVDSB FASCILITY SERVICES	951 Leathorne Street, London, ON	N5Z 3M7	O

Ministry of Education
Business and Finance
Division
22nd Floor, Mowat Block
Queen's Park
Toronto, ON M7A 1L2

Ministère de l'Éducation
Division des opérations et
des finances
22^e étage, édifice Mowat
Queen's Park
Toronto ON M7A 1L2



Ontario

2001: B15

MEMORANDUM TO: Directors of Education
Secretaries of School Authorities

FROM: Norbert J. Hartmann
Assistant Deputy Minister

DATE: September 27, 2001

SUBJECT: Vending Machine Hazards

I am writing to advise you of the potential hazards posed by vending machines and in particular those that are used to dispense soft drinks. First, attempts to tilt or rock these machines can result in serious injury or death if the machine topples. Secondly, the Office of the Fire Marshal has advised the Ministry of Education that locating vending machines in schools may contravene the Ontario Fire Code depending on how and where they are installed.

Personal Risk Hazard

In 1998, a 19-year-old student at a Canadian university was accidentally crushed to death by a toppling vending machine. The incident has raised questions and concerns about the safety of these machines. Although no accidents have been reported in schools in this province, many schools do have these machines and are advised to take some precautions as to their siting and installation.

In a December 2000 newsletter, the Ontario School Board Insurance Exchange (OSBIE) recommended the following steps to minimize the risks:

1. *Locate the machine in a well-lit, high-traffic area of the school. Natural surveillance by teachers and school staff can curb misuse of the machines.*
2. *Vending machines should not be accessible after school hours - if possible, the machines should be located where locked doors will bar access to the machines after hours.*
3. *The vending machine should be securely anchored to the floor, wall or some other solid building fixture. Where there are several machines in one area, each machine should be securely attached to the other.*
4. *Install the machines on a flat, level, solid surface. Most vending machines will require at least 3 inches of clearance from the rear wall in order to operate."*

In addition, the U.S. Consumer Product Safety Commission (CPSC) has issued an alert about these machines and manufacturers are voluntarily affixing warning labels to newer machines advising of the hazards of rocking or tipping the machine, with graphics

illustrating that machines can tip. CPSC reports that there have been 37 deaths and 113 serious injuries resulting from consumers tilting or rocking these machines, since 1978.

These steps can reduce the risk of injury, however, there is no substitution for risk awareness and supervision. For information on any safety recommendations specific to your vending machines, contact the vending company, or the manufacturer directly.

Fire Safety Hazards

The Office of the Fire Marshal advises that locating vending machines in a building may contravene the Ontario Fire Code (Ontario Regulation 388/97) depending on how and where they are installed. They can introduce hazards that were not considered when the building was originally designed. They may also obstruct or introduce significant combustible materials to egress routes. Machines are not permitted in exits or exit stairwells. They may be located in corridors if certain precautions are taken. The safest approach is to locate them in rooms.

The relevant Ontario Fire Code references are Article 2.4.1.2., Sentence 2.7.1.7.(1). and Article 2.1.2.2.

The purpose of Article 2.4.1.2. is to limit the amount of combustible materials in egress routes. Under this requirement machines with significant combustible materials are not permitted in corridors. It is not intended to prohibit machines with some combustible components. It would not rule out, for example, machines containing combustible components that exhibit a high degree of flame or fire resistance. Similarly, vending machines with some internal combustible components and non-combustible exteriors comply with this article.

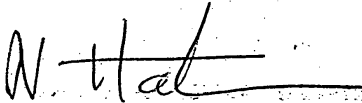
Sentence 2.7.1.7.(1) requires that egress routes not be obstructed. Machines must be located and arranged such that they do not hinder evacuation in the event of an emergency. It is important then that the installation of vending machines not reduce the unobstructed width to less than what is required to accommodate the number of occupants that may use the routes in the event of a fire emergency. The minimum required width of an egress route is calculated as 6.1 mm times the number of occupants expected to use the route in an emergency and at no time should it be less than 1100 mm.

Article 2.1.2.2. is intended to address hazardous activities that were not considered in the original design of buildings. It is unlikely that the installation of vending machines is a consideration at the design stage of a building. The question is whether or not the activity creates a fire hazard. Positioning machines in a corridor can introduce a significant hazard where the activity alters the function of the space so as to become a gathering place for students.

Based on the above information, the following fire safety precautions should be taken:

1. Preferably, vending machines should be located in rooms away from egress doors;
2. Vending machines are not permitted in exits;
3. The machines must not obstruct access to fire protection equipment;
4. Exit signs must always be clearly visible;
5. For machines intended for or located in corridors, the following additional measures are necessary:
 - (a) An egress analysis should be conducted to ensure that egress widths are sufficient to accommodate the number of people expected to use the route in the event of an emergency. The analysis should be based on an allowance of 6.1 mm per person and at no time should the width be less than 1100 mm;
 - (b) Machines must be composed of noncombustible materials or materials exhibiting a high degree of flame or fire resistance. Alternatively, machines may have some internal combustible components provided that they have noncombustible exteriors;
 - (c) Machines must be arranged such that they do not create a gathering area for occupants or change the use of the corridor as a circulation route;
 - (d) Machines must be located along corridor walls and preferably in corners; and
 - (e) The area must not contain any other occupancy. This includes tables and chairs.
6. School administrators should consult with their municipal fire department prior to installing vending machines in egress routes and to assess existing installations.

If you have any questions, please contact Steven Mitchell, Business Services Branch, at 416-325-2015 or e-mail him at: steven.mitchell@edu.gov.on.ca



Norbert J. Hartmann
Assistant Deputy Minister
Business and Finance Division

cc: Superintendents of Business