

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>1.0</b>	<b>INTRODUCTION</b>		
1.01	<p>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.</p>		
<b>1.1</b>	<b>PURPOSE</b>		
1.1.1	<p>The TVDSB is interested in responses/solutions from interested community agencies and organizations for the provision of after school literacy programs. The funding for proposals is supported by the Ministry of Education's Ontario Focused Intervention Partnership Tutoring initiative through programs such as:</p> <ul style="list-style-type: none"> <li>• before or after school tutoring</li> <li>• homework support on weekends or after school</li> <li>• boys reading clubs</li> <li>• cultural programs that focus on literacy and numeracy skill development</li> </ul> <p>The overall goal of these literacy programs is to enhance student achievement in reading, writing and mathematics, and is limited to students in grades JK-6.</p>		
<b>2.0</b>	<b>BID DEFINITIONS AND INFORMATION</b>		
<b>2.1</b>	<b>DEFINITIONS</b>		
2.1.1	<p>The following words are used throughout this bid document and bidders should note these conditions when completing their bid submission.</p>		
2.1.1.1	<p>The word "MUST" shall mean bidders "must" include the required information in bid submission. Failure to include the required information will deem submission noncompliant.</p>		
2.1.1.2	<p>The word "SHOULD" shall mean bidders "should" include the required information in bid submission.</p>		
2.1.1.3	<p>The word "NONCOMPLIANT" shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.</p>		
2.1.1.4	<p>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.</p>		

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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.		
<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.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"		
2.2.1.9	Appendices		
2.2.1.10	Worksheet A: Terms and Conditions in Excel format - electronic response required		
2.2.1.11	Worksheet B: Requirements in Excel format - electronic response required		
2.2.1.12	Worksheet C: Staffing in Excel format - electronic response required		
2.2.1.13	Worksheet D: Summary Pricing etc. in Excel format - electronic response required		
2.2.1.14	Appendix E - Community Use of Facilities Application in pdf format		
2.2.1.15	Appendix F - Rate Schedule of Community Use of Facilities in pdf format		
<b>2.3</b>	<b>RETURN LOCATION</b>		

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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 9.9 - Labelling of Envelope and diskette or CD).		
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: September 14, 2009		
2.4.2	QUESTIONS: September 21, 2009		
2.4.3	ANSWERS TO QUESTIONS: September 23		
2.4.4	RETURN DATE and TIME: prior to 12:00:00 local time Monday, October 5, 2009		
<b>2.5</b>	<b>QUESTIONS</b>		
2.5.1	All questions pertaining to this bid document are to be addressed to: Cheryl MacKenzie, by Fax (519) 452-2399 or email c.mackenzie@tvdsb.on.ca no later than September 21, 2009. 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 <b>must</b> 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: Cheryl MacKenzie. 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		

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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.		
<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, terminating on August 31, 2010.		
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of up to three (5) 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 August 31, 2011.		
3.1.4	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a third year ending August 31, 2012.		
3.1.5	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a third year ending August 31, 2013.		
3.1.6	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a third year ending August 31, 2014.		
<b>3.2</b>	<b>PRICING</b>		
3.2.1	Bidders <b>must</b> print and sign Worksheet D - Pricing.		
3.2.2	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.		
3.2.3	Prices <b>must</b> include delivery, F.O.B. destination. <b>NO AWARDS WILL BE MADE TO FIRMS QUOTING FREIGHT EXTRA.</b>		

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3.2.4	Prices <b>must</b> remain in effect for the initial term of the contract, ending August 31, 2010.		
3.2.5	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.		
3.2.5.1	Bidders <b>must</b> state any further discount, as a percentage, if all items are awarded to your company.		
3.2.6	The TVDSB will not expect any price increases for the exact configuration quoted during the roll out.		
3.2.7	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,		
<b>3.3</b>	<b>TAXES</b>		
3.3.1	GST and PST: Where applicable, Goods & Services Tax and Provincial Sales Tax <b>must</b> be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
<b>3.4</b>	<b>LOCATION</b>		
3.4.	Bidders <b>must</b> state location of program in Worksheet B. Complete address should be provided		
<b>3.5</b>	<b>INVOICING/PAYMENT TERMS</b>		
3.5.1	All invoices must be sent to the Thames Valley District School Board, 1250 Dundas Street, London, Ontario N5W 5P2. Attention: Accounts Payable.		
3.5.2	Applicable taxes <b>must</b> be shown as separate line items on all invoices.		
3.5.3	Bidders should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.5.3.1	Bidders should state percentage discount for early payment and net payment terms.		
3.5.4	Purchase order numbers <b>must</b> be stated on all invoices; invoices without will be returned unpaid.		
<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.		
4.1.2	The determination of equal quality will be based on our internal professional opinions.		

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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 <b>must</b> 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) <b>must</b> carry out all work to the satisfaction of the TVDSB. All trade work is to be performed by appropriately certified staff.		
<b>4.2</b>	<b>REQUIREMENTS</b>		
4.2.1	The requirements are detailed in Worksheet B.		
4.2.2	For each requirement as described in Worksheet B bidders <b>must</b> place a response in the appropriate column.		
<b>4.3</b>	<b>PRESENTATION/INTERVIEW/DEMONSTRATION</b>		
4.3.1	Qualified bidders may be required to make a presentation/attend an interview 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.		
<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.		
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 supercede 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.		

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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.		
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.		

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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 willful 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.		

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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.		
<b>5.2</b>	<b>5.2 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>		

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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.		
<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>		
5.4.3.2	<a href="http://www.ilo.org/public/english/comp/child/policy/towards.htm">http://www.ilo.org/public/english/comp/child/policy/towards.htm</a>		
<b>5.5</b>	<b>HEALTH, SAFETY REGULATIONS</b>		

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5.5.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) <b>must</b> 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 <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 WHIMS 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.		
5.5.5	The TVDSB reserves the right to request a copy of a bidder's Health & Safety Policy, Procedures and Guidelines.		
<b>5.6</b>	<b>WORKPLACE SAFETY AND INSURANCE BOARD</b>		
5.6.1	The successful bidder(s) <b>must</b> 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) <b>must</b> 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.		

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5.6.3	All workplace injuries or accidents on TVDSB property <b>must</b> be reported by the successful bidder(s) to the TVDSB's representative within 24 hours.		
<b>5.7</b>	<b>COMMERCIAL LIABILITY INSURANCE</b>		
5.7.1	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.		
5.7.2	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 \$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.		
5.7.2.1	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.		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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.		
<b>5.8</b>	<b>MOTOR VEHICLE LIABILITY INSURANCE</b>		
5.8.1	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.		
5.8.2	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.		
5.8.3	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		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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.		
<b>5.9</b>	<b>CRIMINAL BACKGROUND CHECKS</b>		
5.9.1	Bidders <b>must</b> agree that if it becomes the recommended successful bidder(s), pursuant to this bid, subject to approval of the TVDSB, that it shall comply with Ontario Regulation 521/01, made under the Education Act, in relation to the Collection of Personal Information. The recommended successful bidder(s) agrees to provide, at the bidder's expense, the criminal background checks of all employees and of all employees of all subcontractor(s) hired by the successful bidder(s) who may regularly come into direct contact with pupils. This agreement shall be enforced prior to any attendance by the recommended successful bidder(s) or its subcontractors at a school site of the TVDSB who may regularly come into direct contact with pupils during the duration of the contract and until the expiry of this contract.		
5.9.2	The successful bidder(s) shall further agree to provide, at the bidder's expense, an Offence Declaration as defined by the said Regulation for each of the above employees of the successful bidder(s), whether employed by the successful bidder(s) at the time of the Response and of each employee of all subcontractor personnel, whether employed by the contractor at the time of the bid submission or becoming employed at a later time, by September 1st each year during the term of the agreement contemplated by this bid.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.9.3	The successful bidder(s) shall further agree that in the event that the terms of the agreement contemplated by the bid in the future becomes applicable to a school site other than those contemplated by the bid, that the successful bidder(s) shall provide, at the bidder's expense, an Offence Declaration as defined by the said Regulation for each employee of the successful bidder(s) and for each employee of all subcontractor personnel, whether employed by the contractor at the time of the bid submission prior to any attendance by the successful bidder(s) at the said school site.		
5.9.4	The successful bidder(s) agrees that during the term of the agreement contemplated by this bid, not to permit any employee or the employee of any subcontractor deemed by the TVDSB to be not eligible to attend on a school site of the TVDSB as defined by the Regulation.		
5.9.5	It is deemed to be a breach of the contract for the service provider to allow anyone who has not provided a criminal background check or Offence Declaration as required by the contract and the contract can be terminated for just cause.		
<b>6.0 ADMINISTRATION &amp; ORGANIZATION</b>			
6.1	Bidders must complete Worksheet B - Administration & Organization section.		
<b>7.0</b>	<b>7.0 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		
7.1.3	One Diskette, or CD with file name Appendices with the following worksheets:		
7.1.3.1	Worksheet A: Terms and Conditions Response in Excel format - Electronic response required		
7.1.3.2	Worksheet B: Specifications in Excel format - Electronic response required		
7.1.3.3	Worksheet C: Staffing in Excel format - Electronic response required		
7.1.3.4	Worksheet D: Summary Pricing etc. in Excel format - Electronic response required		
7.1.4	It is the bidders responsibility to ensure that the necessary "files" are 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 9.3 - Labelling Instructions).		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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>8.0 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: Choose appropriate items from list below.		
8.1.3.1	Ability to supply the requirements identified in Appendixes and other relevant sections.		
8.1.3.2	Total Cost		
8.1.3.3	Organization, service, and support of the solutions and its various components.		
8.1.3.4	Administration, organization, resources, staffing experience and qualifications.		
8.1.3.5	Indicators and Measures of Success		
8.1.3.6	Expected Outcomes/Goals of Program		
8.1.3.7	Bidders' relevant experience of similar projects including References		
8.1.3.8	Financial standing and stability.		
8.1.3.9	Freedom from potential legal liabilities which would have an impact on the ability of the bidder to complete the agreement.		
8.1.3.10	Interview/Presentation, if required		
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.		
<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:		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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.		

**Cheryl MacKenzie**  
**Purchasing Services**

**James Stewart**  
**Chairperson**

<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 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.		
<b>9.2</b>	<b>PRINTING COPIES OF BID DOCUMENTS</b>		
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.		
<b>9.3</b>	<b>SECTION 9.3 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 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.		
<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.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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	The following files will be installed in the C:\lbtender directory:		
9.4.4.5	Appendices.xls		
9.4.5	To start the process open the Excel files and complete as instructed.		
<b>9.5</b>	<b>DISKETTE OR CD CREATION:</b>		
9.5.1	After all bids have been entered:		
9.5.1.1	Copy the all Appendices 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 "files" are on the diskette or CD. Without these files 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.		
<b>9.6</b>	<b>LABELLING OF ENVELOPE AND DISK</b>		
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	OFIP Tutoring		
9.6.10	Bid #472		
9.6.11	Return Date: 12:00:00 local time, Monday, October 5, 2009		
<b>9.7</b>	<b>PLEASE AFFIX LABEL ON DISK AS SHOWN BELOW:</b>		
9.7.1	THAMES VALLEY DISTRICT SCHOOL BOARD		
9.7.2	OFIP Tutoring		
9.7.3	Bid #472		
9.7.4	Return Date: 12:00:00 local time, Monday, October 5, 2009		

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.7.5	Signature:		
9.7.6	Firm Name:		
<b>10.0</b>	<b>10.0 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:		
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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ITEM NO.	TERMS AND CONDITIONS	BIDDERS RESPONSE	COMMENT
<b>WORKSHEET B - REQUIREMENTS</b>			
B1.0	<p>The TVDSB is interested in responses/solutions from interested community agencies and organizations for the provision of after school literacy programs. The funding for proposals is supported by the Ministry of Education's Ontario Focused Intervention Partnership Tutoring initiative through programs such as:</p> <ul style="list-style-type: none"> <li>• before or after school tutoring</li> <li>• homework support on weekends or after school</li> <li>• boys reading clubs</li> <li>• cultural programs that focus on literacy and numeracy skill development</li> </ul> <p>The overall goal of these literacy programs is to enhance student achievement in reading, writing and mathematics, and is limited to students in grades JK-6.</p>		
B1.1	<p>If it is the intention of the bidder(s) to use TVDSB Facilities you <b>must</b> be prepared to submit a request for "Community Use of Schools" application. See attached application form in Worksheet F. See rate schedule in Worksheet G.</p>		
B2.0	<b>ADMINISTRATION &amp; ORGANIZATION</b>		
B2.1	<p>Bidders <b>must</b> include an organizational chart.</p>		
B2.2	<p>Bidders <b>must</b> state the number of employees. Bidders must list staff including volunteers involved in the execution of this contract in Worksheet C - Staffing.</p>		
B2.3	<p>Bidders <b>must</b> state location of their office.</p>		
B2.4	<p>Bidders <b>must</b> state if their employees carry photo identification.</p>		
B2.5	<p>Bidders should state if the staff involved in the execution of this contract are employees or sub-contractors.</p>		

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ITEM NO.	TERMS AND CONDITIONS	BIDDERS RESPONSE	COMMENT
B2.6	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.		
B2.7	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.		
B2.8	Bidders <b>must</b> state their mission/goals. Bidders should submit a copy of any publication they issue containing this information.		
B2.9	Bidders <b>must</b> include a statement outlining how your company will address discipline issues. A copy of your policy should be included.		
B2.10	Bidders <b>must</b> include a statement outlining how your company will address safety issues. A copy of your policy should be included.		
B2.11	Bidders <b>must</b> include a statement outlining safe internet use. A copy of your policy should be included.		
B2.12	Bidders <b>must</b> include a statement outlining safe arrival. A copy of your policy should be included.		
B2.13	Bidders <b>must</b> state how students will be transported to your facility.		
B2.14	Bidders <b>must</b> state how they will promote and market their programs. A copy of any publications should be included.		
B2.15	Bidders <b>must</b> state if they have any previous experience or relationships with schools/school boards.		
B3.0	<b>TRAINING / SUPPORT</b>		
B3.1	Training and support services are a consideration in awarding this bid. Include any and all support or any other services your company will provide, identifying certification relevant to the support role envisioned.		
B3.2	Bidders <b>must</b> include a statement outlining your company's quality assurance philosophy and program. This statement should detail how your company will respond to:		

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ITEM NO.	TERMS AND CONDITIONS	BIDDERS RESPONSE	COMMENT
B3.2.1	Service related problems		
B3.2.2	Quality problems		
B3.3	The TVDSB reserves the right to initiate a survey to measure customers' satisfaction.		
<b>B4.0</b>	<b>STATISTICAL DATA</b>		
B4.1	The successful bidder(s) <b>must</b> be able to provide statistical data throughout the program.		
B4.2	The successful bidder(s) <b>must</b> be capable of supplying the TVDSB with a final report, in an electronic format, meeting OFIP guidelines.		
<b>B5.0</b>	<b>REFERENCES</b>		
B5.1	Bidders <b>must</b> provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. One reference must be from an agency other than the TVDSB. The reference <b>must</b> contain the following information:		
B5.1.1	Reference 1 - Company Name:		
B5.1.2	Reference 1 - Address:		
B5.1.3	Reference 1 - Contact Name:		
B5.1.4	Reference 1 - Phone Number:		
B5.1.5	Reference 1 - Fax Number:		
B5.1.6	Reference 1 - e-mail address:		
B5.2.1	Reference 2 - Company Name:		
B5.2.2	Reference 2 - Address:		
B5.2.3	Reference 2 - Contact Name:		
B5.2.4	Reference 2 - Phone Number:		
B5.2.5	Reference 2 - Fax Number:		
B5.2.6	Reference 2 - e-mail address:		
B5.3.1	Reference 3 - Company Name:		
B5.3.2	Reference 3 - Address:		
B5.3.3	Reference 3 - Contact Name:		
B5.3.4	Reference 3 - Phone Number:		
B5.3.5	Reference 3 - Fax Number:		
B5.3.6	Reference 3 - e-mail address:		
<b>B6.0</b>	<b>PROGRAMS</b>		
B6.1	Bidders should offer Programs that have:		

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ITEM NO.	TERMS AND CONDITIONS	BIDDERS RESPONSE	COMMENT
B6.2	• before or after school tutoring		
B6.3	• homework support on weekends or after school		
B6.4	• boys reading clubs		
B6.5	• cultural programs that focus on literacy and numeracy skill development		
B6.6	The overall goal of these literacy programs is to enhance student achievement in reading, writing and mathematics, and is limited to students in grades JK-6.		
B6.7	Bidders <b>must</b> provide a course outline/syllabus. Bidder should include any publication(s) outlining these courses.		
B6.8	Bidders <b>must</b> state if they can accommodate any diverse student needs in an inclusive program.		
B7.0	<b>PROGRAMS OFFERED</b>		
B7.1	<b>Program 1 name</b>		
B7.2	Detailed description of program including:		
B7.3	Expected outcomes/goals		
B7.4	Indicators of success		
B7.5	Measures of success		
B7.6	Connections, if any, to classroom programming		
	<b>Logistics</b>		
B7.7	Date - Start & End		
B7.8	Time		
B7.9	Location		
B7.10	Special Requirements		
B7.11	Numbers of students expected by grade level		
B7.12	State minimum number of students required to start this program		
B7.13	State maximum number of students allowed in the program		
B7.14	Name of Instructor		
B7.15	State the number of years this program has been offered		
B8.1	<b>Program 2 name</b>		
B8.2	Detailed description of program including:		
B8.3	Expected outcomes/goals		
B8.4	Indicators of success		
B8.5	Measures of success		
B8.6	Connections, if any, to classroom programming		
	<b>Logistics</b>		

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ITEM NO.	TERMS AND CONDITIONS	BIDDERS RESPONSE	COMMENT
B8.7	Date - Start & End		
B8.8	Time		
B8.9	Location		
B8.10	Special Requirements		
B8.11	Numbers of students expected by grade level		
B8.12	State minimum number of students required to start this program		
B8.13	State maximum number of students allowed in the program		
B8.14	Name of Instructor		
B8.15	State the number of years this program has been offered		
B9.1	<b>Program 3 name</b>		
B9.2	Detailed description of program including:		
B9.3	Expected outcomes/goals		
B9.4	Indicators of success		
B9.5	Measures of success		
B9.6	Connections, if any, to classroom programming		
	<b>Logistics</b>		
B9.7	Date - Start & End		
B9.8	Time		
B9.9	Location		
B9.10	Special Requirements		
B9.11	Numbers of students expected by grade level		
B9.12	State minimum number of students required to start this program		
B9.13	State maximum number of students allowed in the program		
B9.14	Name of Instructor		
B9.15	State the number of years this program has been offered		
	<b>Add any additional programs below:</b>		
B10.1			

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<b>Item No.</b>	<b>Employee Name</b>	<b>Position/Title (Include any volunteers)</b>	<b>Qualifications</b>	<b>Number of Years Experience</b>
C1				
C2				
C3				
C4				
C5				
C6				
C7				
C8				
C9				
C10				
C11				
C12				
C13				
C14				
C15				
C16				
C17				
C18				
C19				
C20				

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ITEM NO	DESCRIPTION	COST	COMMENTS
<p><b>WORKSHEET C - FEES AND FEE SCHEDULE, INCLUDING DISBURSEMENTS</b></p>			
	<p><b>All proposals must clearly outline the responsibilities both of the TVDSB and the successful vendor. ALL costs payable by the TVDSB for these services must be clearly defined. Bidders must clearly describe your fees and fee schedule .</b></p>		
D1	<p>An all-inclusive Fee Schedule, including, if any, installment payments AND schedule separated into the options below:</p>		
D1.1	<p>State Salaries, Fees and fee structure - Hourly rate, set fee etc.</p>		
D1.2	<p>State Cost per Student</p>		
D2	<p>Other disbursements, as listed below:</p>		
D2.1	<p>Administrative Overhead</p>		
D2.2	<p>Supplies</p>		
D2.3	<p>Clerical Support</p>		
D2.4	<p>Long distance telephone charges</p>		
D2.5	<p>Fax, postage/courier</p>		
D2.6	<p>Use of electronic databases</p>		
D3	<p>Disengagement fee (should the Board cancel the contract) Is there a minimum charge if program cannot run due to lack of participation.</p>		
D4	<p>Bidders must state billing period (e.g. monthly) and a description of these expected expenses</p>		
D5	<p>If your fee states progress billing, please list installments based on your timetable of service and in conjunction with the progress reports you will provide</p>		
D6	<p>State the terms of the firm's guarantee, if the TVDSB is not satisfied</p>		
D7	<p>Bidders must state any other expenses below:</p>		
D7.1	<p></p>		
D7.2	<p></p>		
D7.3	<p></p>		
D7.4	<p></p>		
D7.5	<p></p>		
D7.6	<p></p>		
D7.7	<p></p>		
D7.8	<p></p>		
D7.9	<p></p>		

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

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

ITEM NO	DESCRIPTION	COST	COMMENTS
D7.10	WORKSHEET C - FEES AND FEE SCHEDULE, INCLUDING DISBURSEMENTS		

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

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



Part 3

Do you require any equipment? Yes \_\_\_\_\_ No \_\_\_\_\_ A/C ? Yes \_\_\_\_\_ No \_\_\_\_\_

Item: \_\_\_\_\_ QTY \_\_\_\_\_ Item: \_\_\_\_\_ QTY \_\_\_\_\_  
Y \_\_\_\_\_

**For Office Use**

Equipment Available? Yes \_\_\_\_\_ No \_\_\_\_\_ A/C Hours \_\_\_\_\_

Part 4

Does your organization have insurance?

Yes \_\_\_\_\_ My group has comprehensive general liability insurance in the amount of \$2-million and will name the TVDSB as an Additional insured on the policy, with respect to the use of the premises.

No \_\_\_\_\_ My group does not have insurance, we will purchase insurance through the TVDSB from All Sport Insurance.

**For Office Use**

Event Type \_\_\_\_\_ Prem. \$ \_\_\_\_\_ L M R

Part 5

Special requests and or comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please mail this application to: **Thames Valley District School Board, Community Use of Facilities, 1250 Dundas Street, London On., N6A 5L1 or via fax: 519-452-2201**

If you have any questions, please call 519-452-2000 ext. 20212 or 20223

\*Seasonal applications (from Sept. to Aug.) must be submitted by April 30<sup>th</sup> to be given first preference.

\*Single date applications must be received at least 15 business days prior to the scheduled event.

**For Office Use**

Custodial Hours per Day : Regular \_\_\_\_\_ Holiday \_\_\_\_\_

Contract remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by (school): \_\_\_\_\_ Date: \_\_\_\_\_

Title	<b>COMMUNITY USE OF BUILDINGS, FACILITIES AND EQUIPMENT (RENTAL AND LEASE AGREEMENTS)</b>	Policy No.	4007
Department	<b>OPERATIONS SERVICES</b>		
Reference(s)	- Procedure - Community Use of Buildings, Facilities and Equipment (Rental and Lease Agreements)	Effective Date	1999 Jan. 26

It is the intent of the Board to provide discounted rental charges to not-for-profit organizations in accordance with guidelines and funds as provided for by the Ministry of Tourism and Recreation and the Ministry of Education.

It is the policy of the Board that it will make available to the residents of the Thames Valley District School Board, its schools, facilities and equipment. This availability will be made with the provision that there is no additional cost to the Board. The use of such facilities should not impact the regular school program or the security/ maintenance of its properties. All school-related functions shall have priority over rentals. Any rentals will be arranged through the school. Where an organization wishes to rent more than one site, such arrangements should be made through the Community Education Centre.

Any application for a special occasion permit must have the approval of the Principal, in consultation with the local School Council. Students under the supervision of parents or with parental approval, are permitted to participate in the area or during the hours covered by the permit.

Events at Board offices and non-regular day school facilities will require the approval of the Supervisor - Corporate Services or Office Supervisor, as appropriate.

**CLASSIFICATIONS**

The following shall be administered by the Principal for school sites, by the Supervisor - Corporate Services for the Board Office (Education Centre), and by the appropriate Office Supervisor for other non-school sites.

The priority availability of bookings shall be generally:

**Group A School Related** - Meetings and school fund-raising activities of School Councils, Home and School and other parent and student associations, and evening or weekend events organized by the school.

Administered By	<b>PRINCIPALS, SUPERVISOR - CORPORATE SERVICES, CEC OFFICE SUPERVISORS</b>	Board Resolution No.	21-B Rec.1
Amendment Date(s)	2000 June 27 2003 Sep. 23 2004 Apr. 27 2004 September 28	Amendment Resolution No.	69-B Rec.13 10.a.8.3 10.b.12.3 11.d

Community Use of Buildings, Facilities and Equipment - cont'd

- Group B** **Not-For-Profit Youth-Related Community Groups** - run by local youth groups such as Boy Scouts, Girl Guides, 4H Clubs, Cadets and Bible Clubs are local youth groups where the activities are intended for participants under the age of 18 (or where the participants are under a disability then under the age of 28).
- Group C** **Not-For-Profit Recognized Youth Sport and Recreation Service Providers** - Recreation committees and sports organizations that are members or affiliates of provincial sports organizations that are recognized by the Ministry of Tourism and Recreation. The activities are intended for participants under the age of 18 (or where the participants are under a disability then under the age of 28).
- Group D** **Other Not-For-Profit Or Charitable Groups** - groups such as local service clubs, community health associations, seniors groups, church groups as determined by the Thames Valley District School Board.
- Group E** **Not-For-Profit Childcare Operations** - groups involved with before and after school childcare programs delivered by eligible operators (as per the *Day Nurseries Act*).
- Group F** **Youth Camps/Programs and Adult Groups without Charitable Organization Status** - Functions organized by individuals/organizations who do not have charitable organization status and may have an admission charge, a participation cost or fee. i.e. karate clubs, dance school, sport camps, athletic groups.
- Group G** **For Profit** - Functions organized by Industry/Businesses for profit-making purposes i.e. trade shows, public concerts

Title	<b>COMMUNITY USE OF BUILDINGS, FACILITIES AND EQUIPMENT (RENTAL AND LEASE AGREEMENTS)</b>	Procedure No.	4007
Department	<b>OPERATIONS SERVICES</b>		
Reference(s)	- Policy: Community Use of Buildings, Facilities and Equipment (Rental and Lease Agreements)	Effective Date	1999 Jan 26

### 1.0 General

Net rental revenue from contracts of rental of facilities and leases will be shared in the following formula: 50% to the school, 25% to the Community Education Centre, and 25% to central Administration of the Board. Net rental revenue from equipment and the administrative fee will be reimbursed 100% to the school/site.

The Agreement for the Use of Facilities with Terms and Conditions can be found in the Instruction Support Manual (Reference, Board Documents on the Portal) and on Electronic Forms.

### 2.0 Discounted Rates

Discounted rates are applicable to Groups B,C,D,E as defined by the Community Use of Buildings Facilities and Equipment Policy.

The rate schedule provided in the Procedure has been discounted based on the funding from the Ministry of Tourism and Recreation and the Ministry of Education. Should the funding allocation be discontinued, rates reflected on Schedule A as attached to this procedure will apply.

### 3.0 Room Booking

All use of buildings, facilities and equipment must be recorded with the appropriate forms and agreement process to ensure accurate tracking of facility use by the various community groups regardless if fees have been discounted.

All use of schools or facilities for athletics, school meetings or functions after 6:00 p.m. on school days and all hours during weekends and legal holidays will be entered in the system booking process and procedures.

### 4.0 Central Contracts

Where an organization or agency such as the City of London Recreation Department, Elections Canada, Ontario or Municipal Government wishes to enter into a multi-site agreement for rental of available school/Board facilities shall be administered through the Community Education Centre.

### 5.0 Displacement of Contracts

When regularly scheduled rental programs are to be displaced by the school, two weeks written notice should be given to the organization in order that their members may be informed.

Administered By	<b>PRINCIPAL, OFFICE SUPERVISOR, SUPERVISOR-CORP.SERVICES</b>
Amendment Date(s)	2004 September 28

## **6.0 Payments / Receipts / Refunds**

Each school which enters into a contract will receive payment for the rental, issue receipts as required, and forward cheques payable to the Thames Valley District School Board, to Business Services, Education Centre. Goods and Services Tax shall be charged where applicable. All payments for rentals must be made 10 days prior to the event or cancellation may be invoked or alternate rental may be entered into by the School/Board.

Refunds/credits for multiple use agreements are not provided if the group cancels any dates booked. If the school cancels any dates booked then a refund will be provided, unless additional dates can be booked within the current school year.

## **7.0 Losses or Damage**

The rental agreement will include the obligation of the rental representative and association to be responsible for all losses and damages to property and equipment which occur during or as a result of the rental. Proof of liability insurance is required for all use of facilities.

## **8.0 Keys and Access to Building and Facilities**

Master keys should never be issued. Where the Principal finds it necessary to issue a key to a Board employee, then the "Key Release Form" will be completed and signed by a responsible employee.

Under normal circumstances keys should not be distributed to non-employees. However, special circumstances may exist where the Principal may allow a community member to have a key overnight. In such circumstances, it is assumed that there is no custodian on duty and that the key is signed out. The distribution of keys should be seen as an exception rather than the norm.

## **9.0 Custodial Services**

When Custodians are regularly on duty, no custodial charge related to the use of the facility shall be levied unless additional help is required for set-up, supervision, and/or clean-up. When a Custodian is called out for duty, a minimum of (3) three hours, at overtime rates, charge is levied. This cost will be added to cost of the rental agreement. The custodial hourly fee will be discounted for Groups B,C,D, and E.

To ensure appropriate custodial coverage is provided, hours required must be identified on the Agreement for Use of Facilities. Refer to the Instructional Support Manual for the current custodial hourly rates.

## **10.0 Supervision**

Any accommodation which is granted for use within the school or on school property shall be supervised. Such supervision shall be provided by a person designated on the contract and as approved by the Principal.

## **11.0 Special Occasion Permits**

Where a Principal of an elementary school grants approval to obtain a special occasion permit for any function in the school, be it under the purview of the School Council or a third party such as a wedding, celebration, retirement or reunion, etc., the Principal shall clearly have the approval of the School Council and shall, if appropriate, by survey, have a clear mandate of the local community to proceed.

**11.0 Special Occasion Permits (continued)**

When a Principal of a secondary school grants approval to obtain a special occasion permit for any function in the school, the School Council shall clearly be in support of the request.

Under no circumstances may the permit begin prior to 4:30 p.m. on any school day. Only students under the supervision of parents or with parental approval and organized under the direction of the Principal or staff, are permitted to participate in the area or during the hours covered by the permit.

Information about training of appropriate supervisors for these functions and the liability of the rental group(s) shall be provided with each application. All requirements established by and under the Liquor License Board of Ontario must be observed.

**12.0 Facility and Equipment Rental Costs**

12.1 Administration Fee

\$25.00 Administration Fee is applicable to all contracts except Group A - School Related. Groups B, C, D and E the fee is discounted.

12.2 Air Conditioning Fees

Outside of regular school/business hours, the air conditioning is not operational.

Groups requesting air conditioning for their rental will be required to pay an hourly rate to cover the additional costs incurred by the Board. The Air Conditioning fee does not apply to Group A - School Related. Groups B,C,D, and E will be discounted.

Refer to the Instruction Support Manual for current rates applicable.

12.3 Facility Fee Schedule

<b>Facility Fee Schedule Hourly rates to be charged.</b>							
* Rates reflected in Groups B,C,D,E are discounted rental fees based on Not-For-Profit funding provided by the Ministry of Tourism and Recreation and the Ministry of Education.							
<b>Group</b>	<b>A</b>	<b>B*</b>	<b>C*</b>	<b>D*</b>	<b>E*</b>	<b>F</b>	<b>G</b>
Auditorium	Nil	10.00	10.00	20.00	10.00	40.00	125.00
Cafeteria	Nil	5.00	5.00	10.00	5.00	20.00	125.00
Gymnasium - Single	Nil	1.00	3.00	4.00	1.00	8.00	125.00
Gymnasium - Double	Nil	2.00	6.00	8.00	2.00	16.00	250.00
Gymnasium - Triple	Nil	3.00	9.00	12.00	3.00	24.00	375.00
Gymnasium - Quadruple	Nil	4.00	12.00	16.00	4.00	32.00	500.00
Room	Nil	1.00	2.00	3.00	1.00	6.00	25.00
Sports Field	Nil	1.00	3.00	4.00	1.00	8.00	125.00

12.4 Equipment - Loans and Rentals

The equipment fee is applicable to all contracts except Group A - School Related. Groups B, C, D and E the fee is discounted.

The Board, except as provided below, does not loan or rent equipment. The rental of school equipment and fee is at the discretion of the Principal. The table below represents the suggested equipment rental rates but is not inclusive of all potential items.

Public address system and pianos in an auditorium may be used by organizations. Arrangements for use should be made at the time the rental application is completed. Where operators are required, the organization shall be required to pay any additional cost.

Tables and chairs within a school may be used by community organizations for functions.

12.4

Equipment - Loans and Rentals (continued)

<b>Furniture and Equipment Rental Fee Schedule</b>	<b>Rate</b>
Public Address System	50.00
Stage Lighting	50.00
Piano (in one location - no movement) Tuning at the cost of renter	20.00
Overhead	10.00
TV/VCR	10.00
Computers (each)	30.00
Technical Shops (each)	50.00
Kitchen/Servery (elem)	50.00
Balls	2.00
Gym Scoreboard/Clocks	10.00
Video/Projection Equipment	100.00

## **Schedule A**

### **Community Use of Buildings, Facilities and Equipment (Rental and Lease Agreements)**

#### **Background Information**

The Ministry of Tourism and Recreation and the Ministry of Education has established funding to provide assistance to school boards to increase affordable access for Not-For-Profit Groups to both indoor and outdoor school space.

It is the intent of the Board to provide discounted rental charges to not-for-profit organizations in accordance with guidelines and funds as provided for by the Ministry of Tourism and Recreation and the Ministry of Education.

The rate schedule provided in the Procedure has been discounted based on the funding from the Ministry of Tourism and Recreation and the Ministry of Education. Should the funding allocation be discontinued, rates reflected on Schedule A, which reflect the Board's rates prior to the funding, will apply.

#### **1.0 First Occurrence Fee: Administrative Fee**

A \$25.00 Administrative Fee will be charged to all groups, except Group A: School Related. The Administrative Fee replaces the First Occurrence Fee previously charged to rental groups.

#### **2.0 Air Conditioning Fees**

Outside of regular school/business hours, the air conditioning is not operational.

Groups requesting air conditioning for their rental will be required to pay an hourly rate to cover the additional costs incurred by the Board. The Air Conditioning fee does not apply to Group A - School Related.

Refer to the Instruction Support Manual for current rates applicable.

**3.0 Facility Fee Schedule**

<b>Facility Fee Schedule Hourly rates to be charged.</b>							
<b>Group</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
Auditorium	Nil	10.00	25.00	40.00	10.00	40.00	125.00
Cafeteria	Nil	5.00	15.00	20.00	5.00	20.00	125.00
Gymnasium - Single	Nil	2.50	7.50	10.00	2.50	8.00	125.00
Gymnasium - Double	Nil	5.00	15.00	20.00	5.00	16.00	250.00
Gymnasium - Triple	Nil	7.50	22.50	30.00	7.50	24.00	375.00
Gymnasium - Quadruple	Nil	10.00	30.00	40.00	10.00	32.00	500.00
Room	Nil	2.50	5.00	7.50	2.50	6.00	25.00
Sports Field	Nil	2.50	7.50	10.00	2.50	8.00	125.00

**4.0 Custodial Services**

When Custodians are regularly on duty, no custodial charge related to the use of the facility shall be levied unless additional help is required for set-up, supervision, and/or clean-up. When a Custodian is called out for duty, a minimum of (3) three hours, at overtime rates, charge is levied. This cost will be added to cost of the rental agreement.

To ensure appropriate custodial coverage is provided, hours required must be identified on the Agreement for Use of Facilities. Refer to the Instructional Support Manual for the current custodial hourly rates.

**5.0 Equipment - Loans and Rentals**

The equipment fee is applicable to all contracts except Group A - School Related.

The Board, except as provided below, does not loan or rent equipment. The rental of school equipment and fee is at the discretion of the Principal. The table below represents the suggested equipment rental rates but is not inclusive of all potential items.

Public address system and pianos in an auditorium may be used by organizations. Arrangements for use should be made at the time the rental application is completed. Where operators are required, the organization shall be required to pay any additional cost.

Tables and chairs within a school may be used by community organizations for functions.

**5.0 Equipment - Loans and Rentals (continued)**

<b>Furniture and Equipment Rental Fee Schedule</b>	<b>Rate</b>
Public Address System	50.00
Stage Lighting	50.00
Piano (in one location - no movement) Tuning at the cost of renter	20.00
Overhead	10.00
TV/VCR	10.00
Computers (each)	30.00
Technical Shops (each)	50.00
Kitchen/Servery (elem)	50.00
Balls	2.00
Gym Scoreboard/Clocks	10.00
Video/Projection Equipment	100.00