



SNOWPLOWING FOR SDCI, HOLY CROSS AND GEMINI SPORTSPLEX

Tender #615

Issue Date: October 17, 2011

Issued by: The Thames Valley District School Board

#615

Barbara Murch, Buyer

RETURN DATE: prior to 12:00:00 noon, Monday, November 7, 2011

ITEM NO.	TERMS AND CONDITIONS	NOTES FOR BUYERS	WILL COMPLY/WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION			
1.01	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 166 schools with an estimated enrolment of 71,000 students.			
1.1	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, the London District Catholic School Board, and the Municipality of Strathroy-Caradoc Partnership (hereafter referred to as the Partnership) for Snowplowing for the Strathroy District Collegiate Institute (SDCI), Holy Cross SS and the Gemini Sportsplex, subject to the conditions herein.			
1.2	BACKGROUND			
1.2.1	The two schools, property and facility are jointly managed by TVDSB and LDCSB (London District Catholic School Board). The Gemini Sportsplex has its own management.			
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.			
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.ca			
2.2.1.2	"Board"			
2.2.1.3	"Purchasing"			
2.2.1.4	"Bids"			
2.2.1.5	Scroll to the end of the document, click			

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2.2.1.6	"Proceed to inquiry/download page".			
2.2.1.7	Proceed to the bid, click			
2.2.1.8	"New" Icon			
2.2.1.9	The setup.exe file contains the Appendices615.xls file with the following Worksheets:			
2.2.1.10	Worksheet A: Terms and Conditions - in Excel format - electronic response is required.			
2.2.1.11	Worksheet B: Specifications and Requirements in Excel format - an electronic response is required.			
2.2.1.12	Worksheet C: Pricing in Excel format - an electronic response is required.			
2.2.1.13	Worksheet D: Equipment List in Excel format - Electronic response is required			
2.2.1.14	Appendix A - Site Plan			
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 9.10 - Labeling of Envelope and diskette, memory stick 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.			
2.4	IMPORTANT DATES			
2.4.1	ISSUE DATE: Monday, October 17, 2011			
2.4.2	RETURN DATE and TIME: prior to 12:00:00 noon local time, Monday, November 7, 2011			
2.5	QUESTIONS			
2.5.1	All questions pertaining to this bid document are to be addressed to: Barbara Murch, Buyer, by Fax (519) 452-2399 or email b.murch@tvdsb.on.ca no later than Monday, October 24, 2011. 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: Barbara Murch, Buyer. The TVDSB will only be bound by written answers to questions.			
3.0	CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT			
3.1	CONTRACT TERM			
3.1.1	The term of this agreement shall be for two (2) years, unless otherwise provided herein, terminating on August 31, 2013.			
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of two (2) years in one (1) year increments and will advise the bidder in writing of their intentions.			
3.1.3	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.			
3.1.4	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a fourth year ending August 31, 2015.			

FIRM NAME : _____

SIGNATURE : _____

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3.1.5	Prices must remain in effect for the first year term of the contract, ending August 31, 2013.			
3.2	PRICING			
3.2.1	Bidders must complete the pricing section which is installed using the setup.exe file - Worksheet C - Pricing (See Section 9.0 - Installation Instructions).			
3.2.2	Bidders must print and sign Worksheets.			
3.2.3	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.			
3.2.4	Prices must include delivery, F.O.B. destination. NO AWARDS WILL BE MADE TO FIRMS QUOTING FREIGHT EXTRA.			
3.3	TAXES			
3.3.1	HST: Where applicable, Harmonized Sales Tax and must be shown separately as extra on all invoices in accordance with Canadian and Provincial Government regulations.			
3.4	DELIVERY & ORDERING			
3.4.1	Delivery for all items/snowplowing services will be directly to Strathroy District Collegiate Institute, Holy Cross Secondary School and the Gemini Sportsplex.			
3.5	INVOICING/PAYMENT TERMS			
3.5.1	All invoices must be sent to the attention of the: Operations Leader, Facility Services, West, Zone 5, London, Ontario.			
3.5.2	All invoices must be by site and must bear the school's name.			
3.5.3	All invoices must show the sand/salt application (if applicable) on a separate line item from snowplowing or snow removal.			
3.5.4	Invoicing is to be once a month using Contract Number #615 as the purchase order number.			
3.5.5	Applicable taxes must be shown as separate line items on all invoices.			
3.5.6	Bidders should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.			
3.5.6.1	Bidders should state percentage discount for early payment and net payment terms.			
4.0	SPECIFICATIONS/REQUIREMENTS			
4.1	QUALITY			
4.1.1	The successful bidder(s) must carry out all work to the satisfaction of the Partnership. All trade work is to be performed by appropriately certified staff.			
4.1.2	The Partnership reserves the right to initiate a survey to measure customer satisfaction.			
4.2	REQUIREMENTS			
4.2.1	The requirements are detailed in Worksheet B - Specifications and Requirements.			
5.0	TERMS AND CONDITIONS			
5.1	GENERAL TERMS AND CONDITIONS			
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 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.			

FIRM NAME : _____

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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 Partnership the successful bidder(s) is unable or unwilling to enter into a form of contract satisfactory to the Partnership. The Partnership shall be entitled to do so without any liability being incurred by the Partnership to the bidder			
5.1.8	The lowest or any bid submission may not necessarily be accepted. The Partnership 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 Partnership 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 Partnership 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 Partnership'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 Partnership 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 Partnership 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 Partnership nor shall it assign the contract without the written permission of the Partnership. The successful bidder(s) must not, at any time, change subcontractors approved by the Partnership without written permission of the Partnership.			
5.1.13	While the Partnership 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 Partnership, 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-compliance 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.			

FIRM NAME : _____

SIGNATURE : _____

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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 Partnership for any damages through negligence or wilful acts of any of the successful bidder(s)' employees or contracted staff.			
5.1.17	The successful bidder(s)' employees and contracted staff shall not be considered Partnership employees and shall not represent themselves as an agent of the Partnership nor be eligible for any of the benefits provided to Partnership 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 Partnership'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 Partnership'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.			
5.2	CANCELLATION OF CONTRACT / LOSS OF SERVICE			
5.2.1	The Partnership 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 Partnership 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 Partnership 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 Partnership, 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 Partnership 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 Partnership.			
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 Partnership shall have the right to replace the successful bidder(s) with another service provider suitable to the Partnership in addition to all of its other rights pursuant to the term of this bid.			
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.			

FIRM NAME : _____

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5.3.2	A bidder specifically consents to the disclosure of any and all information contained in their bid submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the bidder assigns all rights, titles and interests that they have in the bid submission, and any addendum to the TVDSB, including the right to copy and/or publish the same as the TVDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.			
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	PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT			
5.4.1	The Bidder represents and warrants that if the bidder is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the Bidder will be solely responsible for compliance with such legislation. Without limitation, the Bidders represents and warrants that if the Bidder is subject to the Personal Information protection and Electronics Act, S.C. 2000, c.5, including any amendments thereto ("PIPEDA"), the Bidders shall ensure PIPEDA compliance of:			
5.4.2	All PIPEDA Protected Information the Bidders collects directly from the individual or indirectly from the Board or others			
5.4.3	All PIPEDA Protected Information the Bidders uses or discloses in the course of responding hereto or in performing its obligation under any subsequent agreement and,			
5.4.4	All PIPEDA Protected Information the Bidder transfers or discloses to the Board			
5.4.5	For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.			
5.5	HUMAN RIGHTS AND CHILD LABOUR LAWS			
5.5.1	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.			
5.5.2	Bidders should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.			
5.5.3	For bidders information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:			
5.5.3.1	http://www.ilo.org			
5.6	HEALTH, SAFETY REGULATIONS			
5.6.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) must be completely assembled and must bear a label showing approval of assembly prior to delivery. The TVDSB shall not accept any equipment that has not been inspected and approved. If not so approved, the TVDSB reserves the right to invoice the successful bidder(s) for the cost of certification/replacement.			
5.6.2	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.			
5.6.3	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.			

FIRM NAME : _____

SIGNATURE : _____

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5.6.4	The Occupational Health and Safety Act describes the responsibilities of an employer. The TVDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHMIS in accordance with Occupational Health and Safety Act Regulations. They must adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.			
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 Partnership's properties must be reported by the successful bidder(s) to the Partnership's representative within 24 hours.			
5.8	COMMERCIAL LIABILITY INSURANCE			
5.8.1	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.			
5.8.2	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 Partnership reserves the right to request proof of coverage any time throughout the duration of the contract.			
5.8.2.1	This liability policy shall contain the following coverage:			
5.8.2.2	Personal Injury & Property Damage			
5.8.2.3	Non-Owned Automobile Liability			
5.8.2.4	Owners and Contractors Protective Coverage			
5.8.2.5	Contractual Liability			
5.8.2.6	Broad Form Property Damage			
5.8.2.7	Products & Completed Operation Insurance			
5.8.2.8	Contingent Employees Liability			
5.8.2.9	Cross Liability Clause and Severability of Interest Clause			

FIRM NAME : _____

SIGNATURE : _____

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5.8.3	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 Partnership 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.			
5.8.4	The successful bidder(s) agrees to indemnify, hold harmless and defend the Partnership from and against any and all liability for loss, damage and expense, which the Partnership may suffer or for which the Partnership may be held liable by reason or injury (including death) or damage to any property arising out of negligent or wilful acts on the part of the successful bidder(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.			
5.9	MOTOR VEHICLE LIABILITY INSURANCE			
5.9.1	Bidders must state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the Partnership.			
5.9.2	In the event of an affirmative answer to 5.9.1, 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 5.9.3 to subsection 5.9.4 applies to those employees or subcontractors who operate their own automobiles on the property of the Partnership.			
5.9.3	Bidders should show proof with the submission of this bid, that upon the award of this contract that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million (Commercial and \$1 million on all personally owned vehicles) per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the bidder shall provide a written assurance from his insurer or agent on the insurer's or the agent's letterhead that liability insurance limits will be increased to \$2 million for Commercial Vehicles and \$1 million personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the bidder. The successful bidder(s) further agrees to maintain that good standing throughout the term of the contract.			
5.9.3.1	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:			
5.9.3.2	Third Party Liability Coverage in the form of OAP-1			
5.9.4	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 Partnership 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.			
5.9.5	The successful bidder(s) agrees to indemnify, hold harmless, and defend, the Partnership from and against any and all liability for loss, damage and expense, which the Partnership may suffer or for which the Partnership 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.			
6.0	BIDDER PROFILE			
6.1	REFERENCES			

FIRM NAME : _____

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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 should 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 service centre.			
6.2.5	Bidders should state if their employees service sites wearing uniforms.			
6.2.6	Bidders should state if their employees carry photo identification.			
6.2.7	Bidders should state if the staff involved in the execution of this contract are employees or sub-contractors.			
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, memory stick or CD with file names:			
7.1.3.1	Worksheet A: Terms and Conditions Response in Excel format - Electronic response is required			
7.1.3.2	Worksheet B: Specifications in Excel format - Electronic response is required			
7.1.3.3	Worksheet C: Pricing in Excel format - Electronic response is required			
7.1.3.4	Worksheet D: Equipment List in Excel format - Electronic response is required			
7.1.3.5	Appendix A - Site Plan - no response required.			

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	NOTES FOR BUYERS	WILL COMPLY/WILL NOT COMPLY	COMMENT
7.1.4	It is the bidders responsibility to ensure that the necessary "files" are on the diskette, memory stick or CD.			
7.1.5	Failure to respond in electronic format will deem the bid noncompliant.			
7.1.6	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.10 - Labeling Instructions).			
7.1.7	Bidders' submissions should include page numbers for ease of reference by committee members.			
7.1.8	The specifications and pricing section of the bid submission should not make reference to supplemental materials.			
7.1.9	Supplemental materials will not qualify as substitutes for direct responses to the bid's requirements unless specifically requested.			
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:			
8.1.3.1	Price			
8.1.3.2	Compliance with Specifications			
8.1.4	Compliant bidders may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted. Notification will be given to qualified bidders as to the time and place. The presentation shall be at the expense of the bidder.			
8.1.5	Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.			
8.1.6	The determination of equal quality will be based on our internal professional opinions.			
8.2	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.ca			
8.2.1.2	"Board"			
8.2.1.3	"Purchasing"			
8.2.1.4	"Bids"			
8.2.1.5	"Electronic Bidding Instructions, Bid Download and Bid Results",			
8.2.1.6	Scroll to the end of the document, click			
8.2.1.7	"Proceed to inquiry/download page".			
8.2.1.8	Proceed to the Bid, click			
8.2.1.9	"Results - Check Mark"			
8.2.1.10	View documents in PDF format.			
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.			
	Barbara Murch		Tracy Grant	
	Purchasing Department		Chairperson	

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	NOTES FOR BUYERS	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.ca			
9.1.2	Click "Board"			
9.1.3	Click "Purchasing"			
9.1.4	Click "Bids"			
9.1.5	Read "Electronic Bidding Instructions, Bid Download and Bid Results" or "Bids"			
9.1.6	Click "Proceed to Inquiry/Download page"			
9.1.7	Click on the "Name of the Bid" to view documents in PDF format.			
9.1.8	Click on the "NEW" logo to download the executable files for preparing and submitting your bid.			
9.1.9	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 95 or greater			
9.3.1.2	2.5 MB available hard drive space			
9.3.1.3	3 ½ 1.44 MB diskette drive, CD Burner. or USB-Port.			
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.			
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	Appendices615.xls			
9.4.5	To start the process open the Excel files and complete as instructed.			
9.9	THE RETURN DISKETTE, MEMORY STICK OR CD:			
9.9.1	After all bids have been entered:			
9.9.1.1	Copy Worksheets to either a 3.5" Diskette, memory stick or CD using your company's standard CD Writing program.			
9.9.1.2	Check to ensure that the "files" are on the diskette, memory stick or CD. Without these files we will not be able to download your bid.			
9.9.1.3	Be sure to label your diskette or CD with company name and signature.			
9.10	LABELING OF ENVELOPE AND DISK			
9.10.1	ADDRESS BID ENVELOPE AS SHOWN BELOW:			
9.10.2	From - Company Name & Address			
9.10.3	To:OFFICE OF THE TENDERS CLERK			
9.10.4	Thames Valley District School Board			
9.10.5	EDUCATION CENTRE,			
9.10.6	1250 Dundas Street,			

FIRM NAME : _____

SIGNATURE : _____

THAMES VALLEY DISTRICT SCHOOL BOARD
TENDER #615 - SNOWPLOWING FOR SDCI, HOLY CROSS AND GEMINI SPORTSPLEX
WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	NOTES FOR BUYERS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.10.7	LONDON, Ontario			
9.10.8	N5W 5P2			
9.10.9	Snowplowing for Strathroy District Collegiate Institute, Holy Cross SS and the Gemini Sportsplex			
9.10.10	Bid #/615			
9.10.11	Return Date: 12:00:00 noon local time, Monday, November 7, 2011			
9.11	PLEASE AFFIX LABEL ON DISK AS SHOWN BELOW:			
9.11.1	THAMES VALLEY DISTRICT SCHOOL BOARD			
9.11.2	Snowplowing for Strathroy District Collegiate Institute, Holy Cross SS and the Gemini Sportsplex			
9.11.3	Bid #/615			
9.11.4	Return Date: 12:00:00 noon local time, Monday, November 7, 2011			
9.11.5	Signature:			
9.11.6	Firm Name:			
10.0	SIGNATURE PAGE			
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 must 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 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:			
10.10.1	Firm Name:			
10.10.2	Firm Address:			
10.10.3	Telephone Number:			
10.10.4	Fax Number:			
10.10.5	E-MAIL ADDRESS:			

FIRM NAME : _____

SIGNATURE : _____

THAMES VALLEY DISTRICT SCHOOL BOARD
TENDER #615 - SNOWPLOWING FOR SDCI/HOLY CROSS SS/GEMINI SPORTSPLEX
WORKSHEET B - SPECIFICATIONS AND REQUIREMENTS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENTS
B1.0	REQUIREMENTS AND SPECIFICATIONS:		
B1.1	BUILDINGS		
B1.1.1	A drawing of the site is attached as Appendix A - Site Plan.		
B1.1.2	The Partnership reserves the right to add or delete locations as the need arises.		
B1.1.3	The Partnership's Representative will be assessing any damages on an ongoing basis. Regular communication with contractors will set repair expectations. All repairs must be completed by May 31st, each year.		
B2.0	MANDATORY SITE VISIT		
B2.1	The bidders, by invitation must visit the site to view the area to be cleared with the Partnership's Representative. The Site Plan provided (Appendix A) is only a guideline and is not binding. There will be no additional monies allotted for areas not indicated on the accompanying site plan.		
B2.2	The site is to be viewed again, after award of the contract and before the snow falls, in order to ascertain the location of obstacles and the built environment; wheel bumpers, sidewalks, posts, trees, etc. All contractors must review the scope of work with the Operations Leader as well as the procedures and instructions pertinent to the school.		
B3.0	EQUIPMENT		
B3.1	The bidder must furnish all labour, equipment, transportation, storage of tools, trucks, etc. and any other incidentals required for snow removal, and vehicle/pedestrian traction control.		
B3.2	State equipment you will be using and hourly rate for each piece in Worksheet D - Equipment List provided. The availability of equipment appropriate to the site requested will be part of the criteria considered when awarding this contract. The equipment that you are using must be suitable to do a proper job at the location.		
B3.3	Failure to quote providing proper equipment for the location may deem the Partnership to reject your bid.		
B3.4	Bidders must provide a complete list and description of equipment to be used to fulfill this contract, using Worksheet D - Equipment List, provided.		
B3.5	The bidders shall be solely responsible for loss of or damage to their equipment and for any materials delivered from whatever source.		
B3.6	All equipment shall be of the rubber tire type.		
B3.7	The Partnership reserves the right to determine if the equipment is sufficient enough to do a proper job.		
B4.0	SCOPE OF WORK:		
B4.1	SNOW REMOVAL		
B4.1.1	Snow removal shall be as per Appendix A - Site Plan - Zone A and Zone B.		
B4.1.2	Snow removal shall be as directed by the Partnership's Representative.		
B4.2	Snow removal shall include loading of snow into trucks and removal from the site as requested only. The onus is on the bidder to provide this service.		
B4.3	If snow is removed during school hours, all equipment must be in a fully stop operation while children are at play in the immediate area of the snow removal operation. Immediate area means the equipment will not be operating within 50 meters (150 feet) of the occupied play area.		

FIRM: _____

SIGNATURE: _____

THAMES VALLEY DISTRICT SCHOOL BOARD
TENDER #615 - SNOWPLOWING FOR SDCI/HOLY CROSS SS/GEMINI SPORTSPLEX
WORKSHEET B - SPECIFICATIONS AND REQUIREMENTS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENTS
B4.4	The successful bidder shall plow all snow from driveways, parking lots, and walkways without a verbal go-ahead, to ensure that all means of access and egress are free of snow during weekdays (Monday through Friday) when the snowfall accumulates to two inches (2") or more throughout the property, by no later than 6:30 a.m. at the School and before 4:00 p.m. at the Gemini Sportsplex, and on weekends by 6:00 a.m. at the Gemini Sportsplex and again if necessary, by 4:00 p.m. All parking spaces are to be cleared in their entirety.		
B 4.5	All snow must be cleared from fire routes , at all times regardless of the day of the week, or any school, or arena closures and holidays.		
B4.5.1	Lots will be plowed during the Christmas and March Breaks by the request of the Partnership's representative.		
B4.6	If there is any discrepancy or doubt as to what is included in the scope of work, the awarded Bidder should submit a written request for verification to the Operations Leader or member of the Partnership.		
B4.7	The Partnership reserves the right to initiate service from a different contractor, at the successful bidder's expense, should the successful bidder fail to meet this obligation.		
B4.8	The contractor will plow snow from sidewalks and other paved areas as requested only.		
B4.9	Snow must never be piled against the perimeter of buildings, on adjacent properties, on boulevards, at intersection corners or near driveway entrances. Caution must be exercised to avoid damage when snow is placed close to perimeter fences. Snow is to be placed away from emergency assembly areas and may require trucking away to prevent hazards to students. The Partnership will not be responsible for cost incurred to truck snow when it has been placed in an unauthorized area.		
B4.9.1	The contractor is not allowed to push or place snow across Second Street or Adair Boulevard. Contravention could mean a fine of \$250.00 will be imposed by the Municipality of Strathroy-Caradoc.		
B4.10	Damage done to Partnership property (i.e. steps, railings, fencing, buildings, grass, plantings, basketball posts, light standards, etc.) by the contractor will be repaired to the Partnership's satisfaction by the contractor at the end of the plowing season. When large build up of snow occurs at entranceways to the property and in some situations where safety or accumulation amounts may become a concern, the contractor is to truck the snow away. (The Contractor is expected to use equipment that is large enough to move snow back far enough such that trucking is only necessary under severe conditions).		
B4.11	Areas immediately surrounding School and Gemini Sportsplex entrances/exits will be cleared by the respective school and arena custodial staff.		
B4.12	All contractors must log exact time, date, and services provided. This information must be included on all Invoices.		
B4.13	The Partnership may request additional snow removal or salt and sand application to meet their own specific needs. For example, weekend clearing at the Gemini Sportsplex, or late evening clearing for special functions at the schools.		
B5.0	SANDING AND SALT		
B5.1	The successful bidder shall be responsible, unless otherwise directed by this contract, for the supply and application of sand and salt mix to driveways and parking lots, only as requested by the Partnership's representative. The onus is on the bidder to provide this service.		
B5.2	Target hours for salt/sand application is between 6:00 a.m. and 8:00 a.m. for the school and 3:00 p.m. to 5:00 p.m. for the Arena.		

FIRM: _____

SIGNATURE: _____

THAMES VALLEY DISTRICT SCHOOL BOARD
 TENDER #615 - SNOWPLOWING FOR SDCI/HOLY CROSS SS/GEMINI SPORTSPLEX
 WORKSHEET B - SPECIFICATIONS AND REQUIREMENTS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENTS
B5.3	The rate per each application of sand and salt shall include the price of materials.		
B5.4	Sand boxes at school sites and Gemini Sportsplex are to be filled with a sand/salt mix, as requested by the Partnership's representative only.		
B5.5	Bidders must state the price per one cubic yard of sand/salt mix to be delivered and filled at site sand boxes as requested (See Worksheet C, Option #1).		
B5.6	The application of sand and salt may not necessarily be awarded to the successful snowplow contractor. It is the intention of the Partnership to award the snowplowing and sand/salt to the same contractor if it is cost effective.		
B6.0	ICE SCRAPING		
B6.1	There shall be no scraping of ice from the parking lots.		

FIRM: _____

SIGNATURE: _____

The TVDSB is requesting two options: price per service per school and cost per season per school. The price per hour will only apply if a location requires additional areas to be plowed. The TVDSB will only be responsible for payment on price per hour plows if requested by Facility Services.

OPTION #1:

ITEM NO.	ZONE NO.	SCHOOL/SITE	ADDRESS	Price for Complete Site Plowing	Sanding & Salting ONLY (rate per application)	Price for Complete Site Plowing (include full sand & salt application)	Partial Plowing (rate per hour) i.e. Drift or Entrance Clearing	Trucking or Removal (rate per hour)	Front-End Loader, Backhoe (rate per hour)	Price per Plowing - ZONE D - See Map - Appendix A	Price per Plowing - ZONE D1 - See Map - Appendix A	Price per Sanding / Salting - ZONE D - See Map - Appendix A	Price per Sanding / Salting - ZONE D1 - See Map - Appendix A	Price per (temporary) roadside sand/salt box - state capacity	Price per one cubic yard delivered to roadside box, filled
1	5	STRATHROY DCI / HOLY CROSS SS / GEMINI SPORTSPLEX	Adair Blvd., Strathroy, Ontario												

OPTION #2:

ITEM NO.	ZONE NO.	SCHOOL/SITE	ADDRESS	Price for Season (include all snow removal, salt/sand and any other service related expenses)
2	5	STRATHROY DCI / HOLY CROSS SS / GEMINI SPORTSPLEX	Adair Blvd., Strathroy, Ontario	\$

FIRM: _____

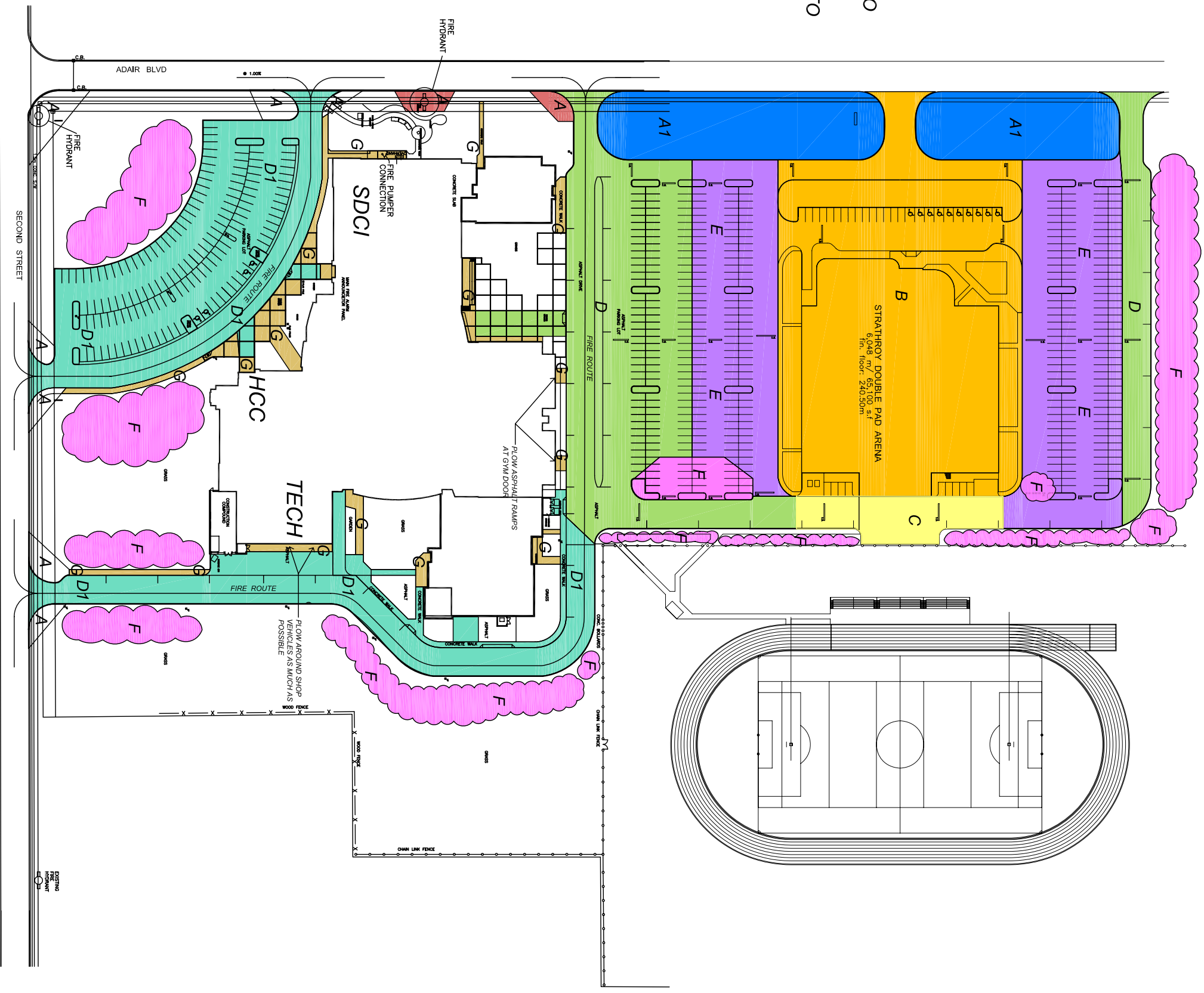
SIGNATURE: _____

ITEM NO.	EQUIPMENT	RATE PER HOUR	NUMBER AVAILABLE	BLADE WIDTH OR CAPACITY	OWN/LEASE/SUB CONTRACT	LOCATION (complete address)
1	Four wheel drive pick-up					
2	Back Hoe					
3	Dump Truck					
4	Front-End Loader - 1 yard					
5	Front-End Loader - 2 yard					
6	Front-End Loader - 3 yard					
7	Front-End Loader - 4 yard					
8	Front-End Loader - 5 yard					
9	Front-End Loader - 6 yard					
10	Grader					
11	Sidewalk Plow					
12	Hydraulic Sander (includes cost of material and price for application of salt/sand mix)					
13	Tractor Mounted Blower					
	Additional Equipment:					
14						
15						
16						
17						
19						
20						

FIRM: _____

SIGNATURE: _____

- A1 - PILE WITH APPROVAL ONLY
- A - NO PILE ZONE
- B - NOT IN CONTRACT - MAINTAINED BY ARENA STAFF (SALT ON REQUEST)
- C - NO SALT ZONE
- D - TO BE CLEARED BY 6:30 am. INCLUDING SIDEWALKS TO EXTENT SHOWN
- D1 - TO BE CLEARED BY 6:30 am. INCLUDING SIDEWALKS TO EXTENT SHOWN. CHRISTMAS AND MARCH BREAK TO BE PLOWED BY REQUEST ONLY.
- E - ARENA AREA TO BE CLEARED BY 4:00 PM
- F - SUGGESTED PILE LOCATION
- G - AREAS MAINTAINED BY SCHOOL STAFF



Thames Valley
District School Board

NOTES:
ALL DIMENSIONS MUST BE VERIFIED ON SITE AND ANY DISCREPANCIES REPORTED TO TVDSB BEFORE PROCEEDING WITH WORK.
ALL DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND THE PROPERTY OF TVDSB AND MUST BE RETURNED AT THE COMPLETION OF THE WORK.
DO NOT SCALE FROM DRAWING

110			
99			
8			
7			
6			
5	07/22/09	SITE	UPGRADED SITE PLAN
4	07/20/09	ROOF	ROOFED TRUCK STOP FOR GARAGE CHANGE
3	07/20/09	ROOF	ROOFED REAR PORCHES - NOT FROM NARR
2	07/05/09	ALL	TITLE BLOCKS / AREA ARE PLANS
1		DATE	DESCRIPTION
		REV. NO.	

REVISIONS TO DRAWING ALL PREVIOUS ISSUES OF THIS DRAWING ARE SUPERSEDED

PROJECT TITLE:
STRATHROY DISTRICT C. 1.
361 SECOND STREET
STRATHROY, ON

DRAWING TITLE:
SITE PLAN

DATE:	08/11/07	SCALE:	N.T.S.	SHEET NO.:	A1 1
DRAWN:		CHECKED BY:			
CONVERSION:					
FILE NAME:	2320-A1-1-09				