



Thames Valley
District School Board

Tender

T041- Painted Murals

Submission Deadline:	Before 12pm Local Time on Wednesday January 22, 2025.
Submission Location:	Electronic Submission Only
Tender Coordinator:	Sandra Davis sandra.davis@tvdsb.ca
Date of Issue:	Thursday December 19, 2024

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Instructions to Proponents

1. Introduction

1.1 Invitation

- 1.1.1 The Thames Valley District School Board is one of the largest public school boards in the Province of Ontario and operates 160 schools within the City of London and counties of Elgin, Middlesex, and Oxford.
- 1.1.2 The TVDSB will consider bids from Proponents who are interested in providing Painted Murals, as more particularly described in this tender. Through this tender TVDSB intends to award a contract to the Successful Proponent, who will execute a 1 year MASG with an option to extend the contract for 2 years with the TVDSB ending January 2028.
- 1.1.3 TVDSB's issuance of this tender, its evaluation of any Proposals, its contract award, or its execution of an MASG with any Proponent are not intended to and shall not obligate TVDSB to issue any Work Orders to any Proponent. There is no guarantee that a Successful Proponent that is awarded a contract and executes an MASG will be required to perform any services or will be issued any work orders and TVDSB specifically disclaims any obligation to do so.

1.2 Request For Proposal Overview

- 1.2.1 This Section provides a brief summary of the tender and is provided solely as a convenience. Proponents are urged to read all of the tender documents carefully and thoroughly to ensure they fully understand all of the terms and conditions, including all MASG requirements. Failure to fulfil procedural or content requirements that are stipulated in the Documents may have a negative effect on the evaluation of a Proposal or may result in a Proposal being rejected.
- 1.2.2 Proponents are required to deliver a Proposal which must include a Tender Submission. Proponents whose Tender Submissions offer the lowest price meeting the requirements identified by the TVDSB will be identified as **"Successful Proponents"**.
- 1.2.3 Each Successful Proponent that is awarded a contract will be required to enter into the MASG, pursuant to which TVDSB may issue Documents.

1.3 Key Information

- 1.3.1 The table below provides a summary of some key information contained in the Tender Documents and is provided solely as a convenience.



T041- Painted Murals

Tender Coordinator:	The “Tender Coordinator ” is Sandra Davis sandra.davis@tvdsb.ca
Question Deadline:	The deadline for Proponents to submit questions (the “ Question Deadline ”) is Wednesday, January 8, 2025.
Submission Deadline:	BEFORE 12pm Local Time on Wednesday, January 22, 2025 (the “ Submission Deadline ”).
Electronic Submission:	An electronic bid submission is mandatory. See 1.8.2.

1.4 The Services And / Or Goods

- 1.4.1 The vendors’ services to be performed and/or goods to be provided are described in Schedule A – Scope of Work.
- 1.4.2 TVDSB intends to issue an award to Proponents to provide the goods and/or services more particularly described in Schedule A – Scope of Work.

1.5 Previously Awarded Proponents Must Apply

- 1.5.1 Proponents who have been previously awarded or who are currently working or have worked for TVDSB must respond to this tender and must deliver a Proposal in order to be awarded a contract.

1.6 No Contract A

- 1.6.1 TVDSB does not intend to create any contractual relations or obligations, including “Contract A” (sometimes referred to as the “bid contract”), with any Proponent or any other person or entity, and none will be created by virtue of TVDSB issuing this tender or as a result of TVDSB’s receipt or review or evaluation of any Proposals.

1.7 The MASG and the Term

- 1.7.1 TVDSB intends to execute an MASG with each Successful Proponent that is awarded a contract. Provided that the execution of an MASG does not obligate TVDSB to issue any Work Orders or proceed with any projects, and the TVDSB does not guarantee any volume of Services and / or goods that will be required or that will be performed under any MASG.
- 1.7.2 The term of each MASG will be 1 year.

1.8 TVDSB Procurement Web Portal

- 1.8.1 Proponents must use the TVDSB Procurement Web Portal (the “**Portal**”) to access the Tender Documents. Instructions on using the Portal are set out in Schedule B – TVDSB Procurement Web Portal.
- 1.8.2 Proponents must also use the Portal to upload the electronic bid submission.

1.9 Proponents’ Expenses

- 1.9.1 Proponents shall bear all costs and expenses incurred by them in any way related to any aspect of their participation in this tender including, without limitation, all costs and expenses related to the gathering of information, the preparation and delivery of a Proposal, responding to any questions or clarifications or Requests for Additional Information, or attending or participating in any interviews or meetings.

2. Definitions

Capitalized terms used in this tender and in the attached Schedules and not otherwise defined shall have the meanings indicated in this Article.

- 2.1.1 “**Conflict of Interest**” has the meaning assigned to such term in paragraph 11.2.1.
- 2.1.2 “**Evaluation Team**” means the team appointed by TVDSB to conduct the evaluation process described in this tender.
- 2.1.3 “**Local Time**” means the time of receipt recorded by TVDSB’s clock at the Submission Location.
- 2.1.4 “**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).
- 2.1.5 “**MASG**” means the written Master Agreement for the Sales of Goods, substantially in the form of Schedule E, to be signed between TVDSB and each Successful Proponent.
- 2.1.6 “**Portal**” means the TVDSB Procurement Web Portal accessed at “www.tvdsb.ca”. Instructions for using the Portal are set out in Schedule B – TVDSB Procurement Web Portal.
- 2.1.7 “**Successful Proponent**” has the meaning assigned to such term in paragraph **Error! Reference source not found..**
- 2.1.8 “**Proponent**” means a vendor that participates in this tender, whether or not it delivers a Proposal.
- 2.1.9 “**Proposal**” means, collectively, a Proponent’s completed Tender Submission.

- 2.1.10 **“Question Deadline”** is the date identified as such in the table in paragraph 1.3.1 and is the last date by which Proponents can submit questions about the tender.
- 2.1.11 **“Request for Additional Information”** has the meaning assigned to such term in paragraph 7.2.1.
- 2.1.12 **“Tender” or “tender”** means the tender process described in the Tender Documents.
- 2.1.13 **“Tender Coordinator”** is the person identified as such in the table in paragraph 1.3.1.
- 2.1.14 **“Tender Documents”** has the meaning assigned to such term in paragraph 3.2.1.
- 2.1.15 **“Services”** means the Services described in Schedule A – Scope of Work.
- 2.1.16 **“Goods”** means the Goods described in Schedule A – Scope of Work.
- 2.1.17 **“Submission Deadline”** is the date and time identified as such in the table in paragraph 1.3.1.
- 2.1.18 **“Submission Location”** is the location identified as such in the table in paragraph 1.3.1.
- 2.1.19 **“Tender Requirements”** means Schedule C – Tender Requirements.
- 2.1.20 **“Tender Submission”** means, collectively, a Proponent’s completed Tender Submission Form and all other material submitted by a Proponent in response to the Tender Requirements.
- 2.1.21 **“Tender Submission Form”** means Schedule D – Tender Submission Form.
- 2.1.22 **“TVDSB”** means the Thames Valley District School Board and includes its employees, agents, trustees, officers and directors, whether involved with the Tender or not. For certainty **“TVDSB”** includes, as the context requires, the Tender Coordinator.
- 2.1.23 **“Contract Award”** has the meaning assigned to such term in paragraph 1.1.2.

3. Tender Documents and access

3.1 Access to the Tender Documents

- 3.1.1 The Tender Documents will only be made available to Proponents electronically through the Portal. The Portal will include all Tender Documents, addenda and all other relevant notices, information and communications relating to the tender.
- 3.1.2 Each Proponent is solely responsible to ensure that it:
 - (a) obtains access to the Portal;

- (b) has the appropriate software to access and download the contents from the Portal; and
 - (c) visits and reviews the Portal as frequently as it deems necessary to ensure that it has the most current information and addenda.
- 3.1.3 The Portal will be updated from time to time and Proponents are solely responsible for accessing and checking the Portal for new addenda and other postings and to ensure the information and documents used by Proponents are the most correct and updated information and documents.
- 3.1.4 If there is a conflict or inconsistency between an electronic version of any Tender Document posted on the Portal and any other version of the same document, whether in electronic or paper form, the latest electronic version posted on the Portal shall govern.

3.2 Tender Documents

- 3.2.1 Proponents should ensure they have all of the documents listed below (collectively the “**Tender Documents**”). A Proposal will be deemed to have been prepared on the basis of all Tender Documents issued before the Submission Deadline, and TVDSB accepts no responsibility for any Proponent lacking any part of the Tender Documents.
- (a) Instructions to Proponents (this document).
 - (b) Schedule A – Scope of Work. (if required)
 - (c) Schedule B – TVDSB Procurement Web Portal.
 - (d) Schedule C – Tender Requirements.
 - (e) Schedule D – Tender Submission Form.
 - (f) Schedule E – Master Agreement for the Sale of Goods.
 - (g) Addenda, if any, issued before the Submission Deadline.
- 3.2.2 Proponents should inform the Tender Coordinator immediately if any documents are missing or incomplete and/or upon finding any discrepancies or omissions in the Tender Documents.

4. Communications, Questions and Addenda

4.1 Communications

- 4.1.1 Except as provided in the Tender Documents, Proponents are not to communicate with or contact any member of the Evaluation Team or the TVDSB, including any member of the TVDSB board of trustees, regarding this tender. A Proponent’s failure to comply with this paragraph may result in the disqualification of the Proponent.

4.2 Proponents' Questions

- 4.2.1 All Proponents' questions regarding this tender are to be in writing and must be sent by e-mail to the Tender Coordinator.
- 4.2.2 Questions received by the Question Deadline will be reviewed and if TVDSB believes that a response is warranted, it will include the question and its answer in an addendum. TVDSB may, in its discretion, consider and respond to questions received after the Question Deadline but is under no obligation to do so. In responding to questions TVDSB may answer similar questions from different Proponents only once, may edit or rephrase the questions, and may ignore questions which, in TVDSB's opinion, do not require a response.

4.3 Addenda

- 4.3.1 This tender and the Tender Documents may be amended only by written addendum which will be posted to the Portal and will not be sent to the Proponents. Proponents are solely responsible to access and check the Portal for new addenda and other communications and postings and to ensure the information and documents used by Proponents are the most correct and updated information and documents. Proponents are solely responsible to ensure their Proposal incorporates all addenda issued before the Submission Deadline, and TVDSB will not be responsible if any addenda are not obtained by a Proponent.

5. Proposal Contents, Completion and delivery

5.1 Proposal Contents

- 5.1.1 Proponents must include the following in their Proposals, in electronic format: (a) An RFP Submission completed in accordance with Section 5.2

5.2 Instructions for Completing the Tender Submission

- 5.2.1 Proponents should upload the following in their Proposals, in electronic format:
- (a) An Tender completed in accordance with Section 5.2.
- 5.2.2 The Tender Submission is intended to provide information which will enable the Evaluation Team to determine the Proponent's qualifications and ability to undertake and complete the work and Services and/or Goods required. All information submitted by a Proponent and included as part of its Tender Submission will be deemed to be material representations by a Proponent to TVDSB, and the Proponent will be deemed to have warranted the accuracy of all representations so made.



- 5.2.3 Proponents will only be considered and evaluated for the Services and/or Goods identified in their Tender Submission Form.

5.3 Proposal Delivery

- 5.3.1 The electronic submission must be uploaded to the Portal before the Submission Deadline. The Portal will close at the Submission Deadline, and upload will no longer be possible at that point.
- 5.3.2 Late Proposals will not be considered and will be returned unopened. If there is a dispute over the time of submission, the time of receipt recorded by TVDSB at the Submission Location shall govern. Proponents are solely responsible for the method and timing of delivery of their Proposals to the Submission Location and should ensure they take into account traffic and other potential delays.

6. Opening of Proposals and the Role of the Tender Coordinator

6.1 Opening of Proposals

- 6.1.1 Only Proposals received at the Submission Location before the Submission Deadline will be opened. All other Proposals will be returned unopened. Proposals will be opened in private.

6.2 Role of the Tender Coordinator

- 6.2.1 The Tender Coordinator will review the opened Proposal to confirm it contains the Tender Submission.

7. Evaluation of Proposals

7.1 General

- 7.1.1 Proposals will be evaluated by the Evaluation Team, which may obtain the assistance of such contractors and advisors as the Evaluation Team may deem appropriate.

7.2 Requests for Additional Information

- 7.2.1 TVDSB may contact any one or more Proponents to request clarification of any information or materials submitted as part of a Proposal, or to request supplementary information (collectively, “**Request for Additional Information**”), without any obligation to make the same or any Request for Additional Information of any other Proponent. Notwithstanding the preceding sentence, TVDSB has no obligation to make any Request for Additional Information.
- 7.2.2 Proponents should answer all Requests for Additional Information within the time and in the manner stipulated in each Request for Additional Information, and any

answer received will form an integral part of a Proponent's Proposal. If a Proponent fails to provide an answer to a Request for Additional Information within the time and manner stipulated, its Proposal will be considered and evaluated based solely on the original Proposal contents submitted.

7.3 Evaluation of Tender Submissions

- 7.3.1 The following illustrates some of the activities the Evaluation Team may undertake in the course of evaluating the Tender Submissions, and does not limit the discretion of the Evaluation Team to take steps not expressly described. For greater certainty, the Evaluation Team has no obligation to undertake any such activities, and the fact the Evaluation Team undertakes a particular activity as part of its evaluation of an Tender Submission and/or a Proponent will in no way obligate the Evaluation Team to undertake the same or any activity with any of the other Proponents or any Tender Submissions delivered by any of the other Proponents.
- (a) The Evaluation Team may, in its sole discretion, invite a Proponent to one or more meetings and/or interviews. The nature and length of such meetings and/or interviews, the agenda, and the attendees will be determined by the Evaluation Team.
 - (b) The Evaluation Team may contact and/or visit one or more of the Proponent's references and/or clients, and any other person or place as the Evaluation Team deems appropriate, with or without notice to the Proponent.
- 7.3.2 Tender Submissions will be evaluated by the Evaluation Team to determine the lowest bidder meeting the specified requirements. NOTE: Proponents will only be considered and evaluated for the Services and / or Goods subject to this tender.

7.4 Award to Successful Proponents

- 7.4.1 Subject to TVDSB's discretion and the other rights described in the Tender Documents, the Proponent(s) with the lowest price meeting the specified requirements will be awarded the contract for the Services and / or Goods.
- 7.4.2 If there is a tie between the prices of two or more Proponents, TVDSB will resolve the tie by a draw, notwithstanding paragraphs 1.4.2 and **Error! Reference source not found..** The names of the tie proponents will be entered into the draw. All parties will have representation when the draw takes place.

7.5 Debriefing

- 7.5.1 The TVDSB will offer separate debriefings to Proponents but only if requested in accordance with paragraph 7.5.2. Debriefings will be held in person or by telephone conference call, at the TVDSB's discretion, and will be scheduled on a date and time and for a duration to be confirmed by the TVDSB.

- 7.5.2 If a Proponent desires a debriefing it shall submit a written request to the Tender Coordinator within 60 days after the TVDSB has posted the name(s) of the Successful Proponent(s). Any request that is not timely received will not be considered and no debriefing will be held.

8. Signing the MASG and the provision of goods and services

8.1 Signing the MASG

- 8.1.1 The TVDSB will issue a notice to each Successful Proponent and will enclose the MASG for execution. Within fifteen (15) business days of receiving such notice and MASG each such Successful Proponent is to sign and deliver the signed MASG to TVDSB.
- 8.1.2 A Proponent's failure to sign and deliver the MASG in accordance with paragraph 8.1.1 will result in the removal of that Proponent from the contract award. In this case the next lowest-priced Proponent meeting the specified requirements will be deemed to be the Successful Proponent.
- 8.1.3 The execution of a MASG is not intended to and shall not obligate TVDSB to issue or execute any Tenders or otherwise engage any Proponent.

8.2 Contracting for Services and / or Goods

- 8.2.1 Services and / or goods can only be provided by those proponents who have received contract awards.

9. TVDSB's Discretion

9.1 General

- 9.1.1 In addition to any other options or express rights contained in the Tender Documents or any other rights which may be implied in the circumstances, TVDSB may exercise any or all or a combination of the options described in this Article 9. TVDSB shall not be liable for any costs, expenses, losses or damages incurred or claimed by a Proponent resulting from TVDSB's exercise of its discretion.
- 9.1.2 A Proponent's delivery or TVDSB's evaluation of any Proposal, even where only one Proposal is delivered for a particular Service and / or Goods, will not obligate TVDSB to award a contract to any Proponent, proceed with any projects or tenders, or enter into a MASG with any Proponent.

9.2 TVDSB's Options

- 9.2.1 TVDSB may, in its sole discretion, and for any or no reason:

- (a) reject any or all Proposals;
- (b) elect not to prequalify any Proponents;
- (c) cancel this tender at any time;
- (d) cancel this tender at any time and issue a new procurement process for the same or different tender.

9.2.2 TVDSB may in its sole discretion:

- (a) verify with a third party any information contained in a Proposal;
- (b) check references other than those provided by a Proponent;
- (c) adjust a Proponent's pricing or reject a Proposal on the basis of information received in response to a Request for Additional Information, in response to reference checks, during any meetings and/or interviews, or as a result of any other information obtained by the Evaluation Team;
- (d) disqualify and remove from a contract any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information relating to matters which TVDSB, in its sole discretion, considers material.

10. Removing successful Proponents from a contract

10.1.1 TVDSB may, in its sole discretion but always acting reasonably, remove a successful Proponent from a contract. Circumstances under which TVDSB may exercise such discretion include, but are not limited to, the following:

- (a) the Proponent would currently fail to successfully be awarded a contract which it was awarded;
- (b) the Proponent has been unable or unwilling to complete a Work Order issued to it on three (3) separate occasions, unless the Proponent has provided, in TVDSB's sole discretion, a valid commercial reason for doing so;
- (c) a significant change in the Proponent's operations, structure or control;
- (d) where TVDSB determines, in its sole discretion, that TVDSB's continued dealings with the Proponent would adversely impact TVDSB's reputation;
- (e) the Proponent's performance of the Services and / or provision of the Goods fell below TVDSB expectations and requirements, having regard to the complexity of the Tender and the Proponent's expertise and experience;
- (f) the Proponent has made claims or commenced legal proceedings, whether by litigation or arbitration, against TVDSB;
- (g) any other circumstances where removal from a contract is specifically provided for in the Tender Documents.

11. General

11.1 Prohibition on Lobbying and Collusion

- 11.1.1 Proponents and their directors, officers, employees, consultants, agents, advisors and other representatives are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this tender. Without limiting the generality of the foregoing, and except as provided in this tender, no such person shall contact, communicate with or attempt to contact or communicate with, directly or indirectly and in any manner whatsoever, any staff, personnel or representative of the Evaluation Team or the TVDSB, including any member of the TVDSB board of trustees, in connection with this tender.
- 11.1.2 A Proponent's failure to comply with this Section may result in the disqualification of the Proponent and its removal from contracts.

11.2 Conflict of Interest

- 11.2.1 Proponents are required to declare, as part of their Proposal, that the Proponent is not aware of any perceived, potential or actual Conflict of Interest. For the purposes of this tender, "**Conflict of Interest**" includes:
- (a) any situation or circumstances where, in relation to this tender, the Proponent's other commitments, relationships or financial interests could or could be perceived to exert an improper influence over the objective, unbiased and impartial exercise of independent judgment by any member or representative of the Evaluation Team or the TVDSB;
 - (b) any situation or circumstances where any member of the TVDSB board of trustees or any person employed by the TVDSB in any capacity:
 - (i) has a direct or indirect financial or other interest in any Proponent;
 - (ii) is an employee or a contractor to or under contract to any Proponent;
 - (iii) is negotiating or has an arrangement concerning future employment or contracting with any Proponent;
 - (iv) has an ownership interest in or is an officer or director or partner of any Proponent.
 - (c) any situation where:
 - (i) a Proponent owns or controls, or beneficially owns or controls, directly or indirectly, another person, partnership or corporation (such person, partnership or corporation referred to as a "Related Party"); or

- (ii) a Proponent is owned or controlled, directly or indirectly, by a Related Party, and such Related Party carries on business within one or more Service Categories.

11.2.2 If a Proponent discovers, at any time, any perceived, potential or actual Conflict of Interest, the Proponent shall promptly send a written statement to the Tender Coordinator describing the perceived, potential or actual Conflict of Interest, along with a written proposal that, if implemented, would address the identified perceived, potential or actual Conflict of Interest. The TVDSB will review the Proponent's written statement and proposal and, without limiting the generality of Article 9, the TVDSB may, in its sole discretion:

- (a) disqualify the Proponent from participating in this tender and/or remove the Proponent from one or more contracts;
- (b) waive any and all perceived, potential or actual Conflict of Interest upon such terms and conditions, if any, as the TVDSB, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized.

11.2.3 The onus is on each Proponent to conduct any and all investigations necessary to confirm and satisfy itself that there is no perceived, potential or actual Conflict of Interest and that the declaration made as part of its Proposal is true and correct. If the TVDSB determines that a Proponent's declaration is not materially true and correct, or if a Proponent otherwise fails to comply with this Section 11.2, the TVDSB may disqualify the Proponent and/or may remove the Proponent from one or more contracts.

11.3 Confidentiality, Disclosure and MFIPPA

11.3.1 Proponents acknowledge that the contents of their Proposals will be disclosed to the Evaluation Team and others within TVDSB and/or to TVDSB's advisors. The TVDSB will use reasonable efforts to protect sensitive and confidential information provided by Proponents, however, the TVDSB shall not be liable in any way whatsoever if such information is disclosed, even if the TVDSB, its advisors, staff, members of the Evaluation Team, or any other person associated with them may have been negligent with respect to such disclosure. By delivering a Proposal each Proponent agrees to such disclosure and releases the Tender Coordinator, the Evaluation Team, and the TVDSB from any liability for the same.

11.3.2 The TVDSB may be required to disclose parts or all of a Proposal pursuant to the provisions of MFIPPA or other legislation. Subject to the provisions of MFIPPA, the TVDSB will use reasonable efforts to safeguard the confidentiality of any information identified by a Proponent as confidential, however, the TVDSB shall not be liable in any way whatsoever if such information is disclosed based on an order or decision made under MFIPPA or any other applicable law. By delivering

a Proposal each Proponent agrees to such disclosure and releases the Tender Coordinator, the Evaluation Team, and the TVDSB from any liability for the same.

11.4 Award Does Not Constitute Endorsement

11.4.1 TVDSB's award of a contract to a Proponent does not constitute a general endorsement of that Proponent's work or services.

11.5 Limit of Liability

11.5.1 Each Proponent agrees that TVDSB's aggregate liability to any Proponent and the aggregate amount of damages recoverable by a Proponent against TVDSB for any and all claims relating to or arising from this tender or a Proponent's participation in this tender, including:

- (a) claims arising from negligence, wilful misconduct or other conduct; and/or
- (b) claims arising from a breach of any contract or any contractual or other relationship or obligation that may arise as a result of a Proponent's participation in this tender and/or delivery of a Proposal,

shall be limited to the lesser of \$5,000 and the Proponent's reasonable demonstrated costs of preparing its Proposal.

End of Instructions to Proponents

Schedule A – Scope of Work and Requirements

Scope of Work

The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB for the supply of labour, materials, and equipment necessary to create and install painted murals subject to the conditions herein.

Mural Specifications

The mural shall not include an advertisement or be commercial in nature. Murals shall not contain copy, lettering, symbols, or references directly to the promotion of any product, business, brand, organization, service, cause, or place. Content must be appropriate for child audiences and if deemed sensitive is not permitted; (e.g. content depicting alcohol, drugs, tobacco or violence is not permitted)

Murals shall not contain any obscene and indecent content.

Murals shall be of the same configuration and dimensions as the scale rendering preliminarily approved by TVDSB.

Installation

For each project, the proponent will be required to submit one full color rendering to the appropriate TVDSB representative, along with a work plan that includes a timeline identifying the phases of work for completion of the mural and maintenance during the ten (10) year lifetime of the mural. The work plan will demonstrate how the project will be completed on time, within budget, in compliance with all applicable health and safety regulations. The approved design proposal may have to be refined from the original design to reflect discussion/feedback of TVDSB.

The proponent will be responsible for purchasing and supplying all materials and equipment required of the trade and necessary to complete murals with a lifetime of ten (10) years.

At the request of TVDSB, Murals may be painted on separate 4'x 8' panels, either prepared OSB furniture grade 5/8" plywood or prepared 6 mm (1/4") ACM aluminium composite material, and mounted together to create a wall mural. The substrate and painting must have at least a 10-year lifespan. Wood substrate edging be sealed with epoxy and three layers of primer applied; ACM must be prepared with a self-etching primer and a final acrylic primer prior to mural acrylic paint. A clear, non-yellowing, waterproof topcoat polymer must be applied for mural protection.

The painting method shall not harm the surface.

The proponent shall provide OSHA compliant scaffolds to work on when necessary.



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All work must be performed outside of regular business hours.

At the end of each day and at the conclusion of work, the Contractor shall leave the work site in a clean and tidy condition, and dispose of waste materials in accordance with all applicable regulations.

Pricing

Pricing must be based on a cost per square foot.

Proponents must include their cost per square foot pricing within the Pricing and Requirements section below per the terms and conditions herein.

Pricing must incorporate supplying all materials and equipment required of the trade, including travel time, mileage, fuel, truck charges, all necessary labour, equipment, ladders, scaffolding, lifts materials, tools, supplies, all licences, permits, and all other requirements necessary for the commencement, performance and completion of services as described.

Proponents must clearly identify any additional charges that may be applicable that have not already been addressed in their proposal.

Mural Painting Service Costs

State Costs per Square Foot _____

State Any Additional Charges _____

Contract Performance Evaluation

The TVDSB reserves the right at any time during the contract period to evaluate the successful proponent service based on their contract performance.

The successful proponent will be evaluated based on the evaluation form - Facility Services - Contract Performance Evaluation (available upon request).

Failure to meet the evaluation criteria may result in termination if performance is deemed unsatisfactory (as set out in Section 5.2.1 - Cancellation of contract / loss of service in Worksheet A).

Quality of Work

All work shall be guaranteed against peeling, blistering or not adhering to the painted surface.

Corrective work performed shall be to TVDSB's approval and at no additional cost to TVDSB.



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Guarantee shall be effective for a period of two (2) years from date of Substantial Completion.

Environmental Requirements

The proponent is responsible for ensuring that the painting techniques and methodologies are environmentally safe.

The proponent shall handle, store, and dispose of hazardous materials and hazardous waste in accordance with all Municipal, Provincial and Federal regulations. The proponent will prevent the discharge of hazardous materials or hazardous waste into the environment in concentrations that violate government regulations.

The proponent shall not wash down any of its equipment on any TVDSB property unless it has been granted permission and/or where it is lawful to do so.

The proponent shall provide the TVDSB with all applicable Safety Data Sheets (SDS) for the products intended to be used.

Product Description	Manufacturer	Product #	SDS Attached Yes/No

Staffing

State staff requirements and training.

Staff

State the Minimum # of Experienced Staff assigned to this contract.

State the Minimum # of Experienced Technicians assigned to this contract.



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Training

Describe the Scope and Length of Mural Painting Training and Safety Training the Technicians have had (or will have had) Prior to being assigned to this contract.

End of Schedule



Schedule B – TVDSB Procurement Web Portal

This Schedule describes the process for accessing the Portal.

1. Go to “www.tvdsb.ca”
2. Click on “I’D LIKE TO”; and then click on “Go to Purchasing”.
3. Click on “Bids”; and then click on “Proceed to inquiry/download page”.
4. Locate the tender and click “New” icon. You will be directed to the “TVDSB Client Portal”.
5. Proponents that already have a TVDSB Client Portal account: Click “TVDSB Login” and log in using your TVDSB Client Portal account and password.
6. Proponents that do not already have a TVDSB Client Portal account:
 - (a) Click “Sign up now”;
 - (b) Read the TVDSB Client Portal Disclaimer, scroll to bottom and click “I agree” or “I do not agree”.
 - (c) Proponents that click “I do not agree” will not be able to participate in the tender.
 - (d) Proponents that click “I agree” will be taken to the “New Account Application” page. Complete the account information and click “Create My Account”; then click “TVDSB Login”.
7. Once logged in, you will be within the Client Portal. Click “Open to Bid” and then click on the “New” icon for the tender.

To access answers to questions and addenda:

1. Follow the steps outlined in steps 1 to 3 above.
2. Proceed to the tender and click “Answers to Questions”.

End of Schedule

Schedule C – Submission Requirements

It is important that Proponents present the information required by this tender so that it can be readily understood and evaluated. A Proponent's tender Submission should address all of the items set out in this Schedule in the order in which they appear and using the same headings and numbering sequence. A Proponent's failure to follow instructions or failure to provide a full response to this tender may have an adverse impact on the evaluation of its tender Submission.

Proponents should not assume that the TVDSB or any member of the Evaluation Team has any knowledge of the Proponent or its expertise, experience or qualifications, and should ensure that all required information is included and submitted as part of the Proponent's Tender Submission.

References to web / internet sites or links are NOT acceptable and will NOT be considered.

Part 1	Completed and signed Tender Submission Form
Part 2	Schedule A – Scope of Work and Requirements (Pricing, SDS, Staff and Training)

Part 1 – Completed and Signed Tender Submission Form

- Submit a completed and signed Tender Submission Form (Schedule D) signed by the Proponent.

Part 2 – Schedule A – Scope of Work and Requirements -

- The Proponent **should** submit pricing per square foot and any additional charges.
- The proponent shall provide the TVDSB with all applicable Safety Data Sheets (SDS) for the products intended to be used.
- The Proponent **should** submit a letter from a surety company licensed to do business in Ontario that your company is bondable for a 50% Performance Bond.
- The Proponent **should** submit from its bonding company a letter indicating bonding capabilities and limitations.
- The Proponent **should** submit a financial reference completed by a Canadian Bank or Financial Institution stating maximum credit limits and capabilities.
- The Proponent **should** submit a letter from an insurance company (licensed to do business in the Province of Ontario) indicating its insurance limits for Comprehensive Commercial General Liability coverage. These limits **should** be in accordance with the current



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Standard Construction Document 2 (CCDC 2 - 2020), Section GC11.1. A minimum of \$5,000,000.00 for Comprehensive Commercial General Liability coverage is required. The proponent **must** ensure that all subcontractors are either covered under the proponent's policy(s) or have their own separate coverage similar to the above limits. In the event that the proponent does not have the minimum coverage the insurer should confirm that such coverage can be obtained if the proponent is pre-qualified.

- The proponent **should** submit a letter from an insurance company (licensed to do business in the Province of Ontario) indicating its insurance limits for Motor Vehicle Liability coverage). These limits **should** be in accordance with the current Standard Construction Document 2 (CCDC 2 - 2020), Section GC11.1. A minimum of \$2,000,000.00 Automotive Liability Insurance coverage is required for company owned vehicles and a minimum of \$1,000,000.00 for employee owned vehicles. The General Contractor **must** ensure that all subcontractors and any employees operating vehicles on property of the TVDSB are either covered under the proponent's policy(s) or have their own separate coverage similar to the above limits. In the event that the contractor does not have the minimum coverage, the insurer should confirm that such coverage can be obtained if the proponent is pre-qualified.
- The Proponent **should** submit a completed Workplace Injury Summary Report (WISR) document applicable to the Proponent.
- The Proponent **should** submit a current Clearance Certificate from the Workplace Safety and Insurance Board.
- The Proponent **should** submit a copy of their company's health and safety policy.
- The Proponent **should** submit a description of current recycling practices and describe how they propose to recycle materials from these project(s).
- Proponents must state length of warranty. The proponent **must** provide a written description of what the warranty includes. Proponents **must** state how your company will respond to trouble calls (during the warranty period) for locations throughout the entire Thames Valley District School Board which includes the Counties of Oxford, Middlesex and Elgin. Do you provide 24/7 emergency service? How many employees do you have available for emergency service? Identify maximum response times in your submission.
- The Proponent **must** provide a minimum of three references where you have successfully completed projects of a similar nature. The reference **must** contain the following information:



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Company Name: _____
Address: _____
Contact Name: _____
Phone Number: _____
Fax Number: _____
Email: _____

Company Name: _____
Address: _____
Contact Name: _____
Phone Number: _____
Fax Number: _____
Email: _____

Company Name: _____
Address: _____
Contact Name: _____
Phone Number: _____
Fax Number: _____
Email: _____

End of Schedule



Schedule D – Tender Submission Form

Name and Business Address of Proponent:

Phone:

Fax:

Contact name for future correspondence and inquiries:

Name and Title:

Phone:

Email:

We have read and we fully understand, acknowledge, accept and agree to the terms, conditions and the requirements of the Tender Documents, including all Schedules and all addenda issued, and we hereby submit the forms, documents and other material required by the Submission Requirements. Without limiting the foregoing, we understand, acknowledge, accept and agree that:

- (a) the issuance of the Tender Documents, our preparation and delivery of our Proposal, and the receipt, review and evaluation of our Proposal will not create any contractual relations or obligations, including “Contract A” (sometimes referred to as the “bid contract”), between us and TVDSB;
- (b) notwithstanding that we may be awarded a contract, TVDSB has no obligation to issue any Tenders or Work Orders;
- (c) if we receive the written notice described in paragraph 8.1.1 of the Instructions to Proponents we will sign and deliver the signed MASG to TVDSB within 15 business days of our receipt of the same;

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- (d) the execution of a MASG does not obligate TVDSB to issue any Tenders or otherwise engage us to perform any projects;

Work orders or Tenders, if any, will be issued in accordance with Section 8.2 of the Instructions to Proponents and will otherwise be subject to the other terms of the MASG;

We hereby represent that the documents and other material attached to this Tender Submission Form fully respond to Schedule C – Tender Requirements, are complete and accurate, and that TVDSB may rely on all such documents and material submitted.

Capitalized terms used in this Tender Submission Form and not otherwise defined shall have the meanings assigned to them in the Instructions to Proponents.

1. Conflict of Interest

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the Services and / or delivering the Goods. Otherwise, if the statement below applies, check the box.

☐ We declare that there **is** an actual or potential Conflict of Interest relating to the preparation of our Proposal, and/or we foresee an actual or potential Conflict of Interest in performing the Services and / or delivering the Goods.

If a Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must provide and attach details of the actual or potential Conflict of Interest as well as the Proponent's proposed steps that, if implemented, would address the identified actual or potential Conflict of Interest.

2. Attachments

We have attached all documents and other material required in response to Schedule C – Tender Requirements. Each attachment addresses the items listed in Schedule C in the order in which they appear, using the same headings and numbering sequence.

Signed and submitted for and on behalf of:

Proponent:

Date:

Signature:

Name and Title:

I have authority to bind the Proponent named above

End of Schedule

Schedule E – Master Agreement for the Sale of Goods

Refer to Master Agreement for the Sale of Goods, attached separately

A Proponent's failure to sign and deliver the MSA in accordance with paragraph 8.1.1 will result in the removal of that Proponent from all VOR Lists on which the Proponent was placed.

It is the Proponent's responsibility to read and review the MSA prior to submission.

End of Schedule