



## **TENDER #130 - AUTOMOTIVE SUPPLIES AND ACCESSORIES**

Issue Date: Thursday, October 7, 2021  
Buyer: Jennifer Wallace  
Issued by: The Thames Valley District School Board  
**Return Date: 12:00:00 noon, local time, Friday, October 22, 2021**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>1.0</b>	<b>INTRODUCTION</b>		
1.0.1	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 160 schools with an estimated enrolment of 75,000 students.		
1.0.2	The TVDSB may agree to permit other public organizations within Ontario to access any contract(s) that may result from this solicitation. The successful proponent(s) shall allow such access with the understanding that the participating organizations be responsible for their own contract management.		
<b>1.1</b>	<b>PURPOSE</b>		
1.1.1	The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB for <b>Automotive Supplies and Accessories</b> , subject to the conditions herein.		
<b>2.0</b>	<b>BID DEFINITIONS AND INFORMATION</b>		
<b>2.1</b>	<b>DEFINITIONS</b>		
2.1.1	The following words are used throughout this bid document and proponents should note these conditions when completing their bid submission.		
2.1.1.1	The word "MUST" shall mean proponents "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 proponents "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 proponent(s) or the successful proponent(s) to perform any portion or all of this bid.		
2.1.1.5	The word "QUALIFIED" shall mean a proponent 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 proponent could gain an unfair advantage over competitors. The TVDSB will reject any bid submission which contains a major irregularity.		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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 proponent would not gain an unfair advantage over competitors. The TVDSB may permit the proponent to correct a minor irregularity.		
<b>2.2</b>	<b>STRUCTURE OF THIS BID</b>		
2.2.1	Proponents must use the online bid entry system which is available on the internet at:		
2.2.1.1	<a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
2.2.1.2	click on "I'D LIKE TO"		
2.2.1.3	click on "Go to Purchasing"		
2.2.1.4	click on "Bids"		
2.2.1.5	click on "Proceed to inquiry/download page".		
2.2.1.6	Proceed to the bid, click "New" icon		
2.2.1.7	You will be directed to the "TVDSB Client Portal"		
2.2.1.7.1	Proponents that already have a TVDSB Client Portal account:		
2.2.1.7.1.1	Click "TVDSB Login".		
2.2.1.7.1.2	Login using TVDSB Client Portal account and password.		
2.2.1.7.2	Proponents that do not already have a TVDSB Client Portal account:		
2.2.1.7.2.1	Click "Sign up now".		
2.2.1.7.2.2	Read TVDSB Client Portal Disclaimer, scroll to bottom and click "I agree" or "I do not agree".		
2.2.1.7.2.3	If "I do not agree" was clicked, you will not be able to proceed. If "I agree" was clicked, you will be taken to "New Account Application".		
2.2.1.7.2.4	Complete account information and click "Create My Account"		
2.2.1.7.2.5	Click "TVDSB Login".		
2.2.1.7.2.6	Login using new TVDSB Client Portal account and password.		
2.2.1.8	Within the Client Portal click "Open to Bid"		
2.2.1.9	Click on the "New" icon for the bid upon which you will be bidding.		
2.2.1.10	Download the 2022Appendices130.xlsx file to your hard drive.		
2.2.1.10.1	The file contains the following worksheets:		
2.2.1.10.1.1	Worksheet A "Terms and Conditions": in Excel format		
2.2.1.10.1.2	Worksheet B "Requirements": in Excel format		
<b>2.3</b>	<b>RETURN LOCATION</b>		
2.3.1	The bid submission <b>must</b> be returned as a file upload as per 9.3.3.		
2.3.2	Upload of the files as per 9.3.3 is the responsibility of the proponent.		
2.3.3	Submissions received as hardcopies <b>will not</b> be accepted.		
2.3.4	Late bids <b>will not</b> be processed.		
<b>2.4</b>	<b>IMPORTANT DATES</b>		
2.4.1	<b>ISSUE DATE: Thursday, October 7, 2021</b>		
2.4.2	<b>RETURN DATE and TIME: prior to 12:00:00 noon, local time, Friday, October 22, 2021</b>		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>2.5</b>	<b>QUESTIONS</b>		
2.5.1	All questions pertaining to this bid document are to be addressed to: Jennifer Wallace, by email j.wallace@tvdsb.ca no later than Wednesday, October 13, 2021. 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 proponents. All questions pertaining to this bid document must be submitted in writing.		
2.5.2	Should any questions raised by a proponent necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site.		
<b>3.0</b>	<b>CONTRACT TERM/PRICING/TAXES/DELIVERY/PAYMENT</b>		
<b>3.1</b>	<b>CONTRACT TERM</b>		
3.1.1	The term of this agreement shall be for one (1) year, unless otherwise provided herein, terminating on November 30, 2022.		
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 year increments, and will advise the proponent, in writing, of their intentions.		
3.1.3	Proponents should state if your company would agree to extending this contract with the same terms and conditions for a second year ending November 30, 2023.		
3.1.4	Proponents should state if your company would agree to extending this contract with the same terms and conditions for a third year ending November 30, 2024.		
<b>3.2</b>	<b>PRICING</b>		
3.2.1	Proponents <b>must</b> complete the requirements section - Worksheet B.		
3.2.2	All charges <b>must</b> be included in the cost of the item. Prices quoted must be for goods and services exactly as specified and in Canadian funds, unless otherwise indicated.		
3.2.3	Prices should include delivery, F.O.B. destination.		
3.2.4	Prices must remain in effect for the initial one year term of the contract and thereafter only manufacturer's price increases (supported by documentation) will be allowed.		
3.2.5	The TVDSB expects to order in multiple shipments over the length of this contract.		
3.2.6	It is the intention of the TVDSB to rationalize its supplier base. This contract may be awarded on a per item basis or on the best cost of various groupings. The groupings will be determined by the TVDSB. Each proponent agrees to the award on this basis.		
3.2.7	The TVDSB would like to take advantage of any promotions, price decreases, rebates or new technologies available during the term of the contract. Detail your company's strategy related to future pricing.		
<b>3.3</b>	<b>TAXES</b>		
3.3.1	HST: Where applicable, Harmonized Sales Tax <b>must</b> be shown separately as an extra on all invoices in accordance with Canadian and Provincial Government regulations.		
<b>3.4</b>	<b>DELIVERY and ORDERING</b>		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
3.4.1	Delivery for all items will be directly to our Schools, Distribution Centre, Educational Resource Centre, Facility Services Offices or Community Education Centres, as stated at <a href="https://www.tvdsb.ca/en/our-board/purchasing.aspx">https://www.tvdsb.ca/en/our-board/purchasing.aspx</a> .		
3.4.2	The successful proponent(s) bears the risk of loss with respect to equipment until delivery and/or installation is complete.		
3.4.3	The lead time shown will be used to calculate delivery dates on our purchase orders and to monitor your company's performance. The lead time <b>must</b> be met as it is one of our criteria considered in the decision, and award, of this and future contracts.		
3.4.4	Not all goods will be ordered at one time; orders will be placed as requests are received from our schools.		
3.4.5	Please indicate delivery date from receipt of our order.		
3.4.6	It is the TVDSBs preference to decrease the number of MasterCard purchases and move to the two preferred methods of ordering as stated below:		
3.4.6.1	TVDSB employees will call in order/pick up an order.		
3.4.6.1.1	TVDSB employees will provide their name, location, contract #130 and 12 digit account code and signature if picking goods up.		
3.4.7.2	TVDSB Purchasing Services will issue a Purchase Order		
<b>3.5</b>	<b>INVOICING/PAYMENT TERMS</b>		
3.5.1	All invoices must be sent to the Thames Valley District School Board, 1250 Dundas Street, London, ON N5W 5P2. Attention: Accounts Payable.		
3.5.2	Applicable taxes <b>must</b> be shown as separate line items on all invoices.		
3.5.3	Proponents should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.5.3.1	Proponents should state percentage discount for early payment and net payment terms.		
3.5.4	Purchase order or Contract numbers <b>must</b> be stated on all invoices; invoices without the Thames Valley District School Board Purchase Order or Contract number will be returned unpaid.		
<b>4.0</b>	<b>SPECIFICATIONS/REQUIREMENTS</b>		
<b>4.1</b>	<b>QUALITY</b>		
4.1.1	Unless otherwise specified, supplies must be new, in good condition, fit for the purpose for which they are being acquired and free from defects. The decision of the TVDSB pertaining to items being rejected is final.		
4.1.2	The determination of equal quality will be based on our internal professional opinions.		
4.1.3	In addition to price, quality and suitability to school use will be among the first considerations. Delivery lead times, service, performance record, manufacturer's warranties and the value of the overall award will also be taken into consideration when awarding this contract.		
4.1.4	Any material, equipment, service or work ordered which, in the opinion of the TVDSB, does not completely fulfill the specifications <b>must</b> immediately be removed and/or completed to the specifications or sample quality at the expense of the successful proponent.		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>4.2</b>	<b>QUANTITY</b>		
4.2.1	The successful proponent(s) will be responsible for supplying the quantities that are eventually ordered for each item awarded during the term of this bid at the quoted price.		
<b>4.3</b>	<b>RETURN OF GOODS POLICY</b>		
4.3.1	The TVDSB will return any shipment collect if, in our opinion, the product supplied does not conform to the specification and submitted in the bid.		
4.3.2	Proponents should state if there is a time limit on returning goods.		
4.3.3	Proponents should state if there is a restocking charge on any returned item and the amount or rate to be charged if goods are returned for any other reason than those stated in 4.3.1		
4.3.4	Proponents should describe their procedure for returned goods with respect to:		
4.3.4.1	Packaging		
4.3.4.2	"Attention To" labeling		
4.3.4.3	Address to where returns should be shipped		
4.3.4.4	Method of shipment (company truck, courier, transport)		
4.3.4.5	If a return authorization number is required		
4.3.4.6	What charges apply and who is responsible for payment		
4.3.5	The TVDSB will not pay to return any goods which do not meet the specifications listed in this bid.		
<b>4.4</b>	<b>SUBSTITUTIONS</b>		
4.4.1	In the event that an item ordered becomes discontinued during the contract, all proponents must notify the Purchasing Services Department for authorization before the item is substituted and shipped to the appropriate location. Successful proponents may be required to provide samples of the proposed substitutions before sending shipments. The Board reserves the right to return any shipment collect, if in our opinion the products supplied do not conform to the specifications in this bid document.		
<b>4.5</b>	<b>ENVIRONMENT</b>		
4.5.1	Proponent(s) should include a detailed description of any environmental initiative and how your program would be implemented and benefit TVDSB.		
<b>4.6</b>	<b>SUPPLIER OCCURRENCE REPORTS</b>		
4.6.1	The TVDSB reserves the right at any time during the contract period to evaluate the successful proponents service based on their contract performance.		
4.6.2	The successful proponent will be evaluated based on the evaluation form - Supplier Occurrence Reports (available upon request).		
4.6.3	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).		
<b>5.0</b>	<b>TERMS AND CONDITIONS</b>		
<b>5.1</b>	<b>GENERAL TERMS AND CONDITIONS</b>		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 120 days.		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.1.2	A proponent who has already submitted a bid may submit an addendum in writing and signed by the proponent 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 proponent 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 proponent may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Withdrawal requests received after the closing date shall not be permitted. Submission withdrawals <b>must</b> be submitted to the "Tenders Clerk" in the same manner and within the same constraints as a bid submission.		
5.1.4	The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB to any firm or individual who submits a bid.		
5.1.5	The proponent should 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 proponent.		
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 proponent(s) within 30 days of the award if in the opinion of the TVDSB the successful proponent(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the proponent		
5.1.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB reserves the right to decline any or all bid submissions, or to cancel the bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the TVDSB to any proponent for any expense, cost, loss or damage incurred or suffered by the proponent 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 proponent.		
5.1.10	The TVDSB reserves the right to decline or purchase one or all items in this bid from one supplier or from multiple suppliers.		
5.1.11	All of the terms and conditions of this bid are deemed to be accepted by the proponent and incorporated into the proponent's proposal submission. It is the TVDSB's intention that the Terms and Conditions stated in this bid and the successful proponent's response to this bid will form the contract between TVDSB and the successful proponent(s). Any conflict in the wording of the proponent's invoice and/or sales agreement and the wording of the terms and conditions of this proposal, shall be resolved in favour of the TVDSB and shall be deemed to be incorporated into the proponent's invoice and/or sales agreement.		

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

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

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

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

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



ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.2.1	The TVDSB reserves the right to terminate this contract with 30 days written notice if, in its opinion, the successful proponent(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful proponent(s) shall remain responsible for its obligations under this contract up to the date of termination. The TVDSB reserves the right to commence an action in a court of competent jurisdiction against the successful proponent(s) for damages that result from the breach of the terms and conditions of the contract, by the successful proponent(s).		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful proponent(s) under the contract the total outstanding amount from time to time and for all damage claims by the TVDSB or any third parties arising out of this contract which have not been resolved by the successful proponent(s) or its insurer.		
5.2.3	The TVDSB reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful proponent(s) for any indebtedness of the supplier that may impact on the TVDSB.		
5.2.4	The successful proponent(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful proponent(s), the TVDSB's staff or third party interruptions.		
5.2.5	In the event that the successful proponent(s) becomes insolvent, and/or the successful proponent(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the TVDSB shall have the right to replace the successful proponent(s) with another service provider suitable to the TVDSB in addition to all of its other rights pursuant to the term of this bid.		
<b>5.3</b>	<b>PRIVACY AND SECURITY STANDARDS FOR THE COLLECTION, USE AND RETENTION OF PERSONAL INFORMATION</b>		
5.3.1	The successful proponent(s) is responsible to comply with Canadian and Ontario privacy legislation (MFIPPA, PIPEDA, PHIPA).		
5.3.2	The successful proponent(s) is responsible to ensure employees are trained on the appropriate use and safeguarding of personal information.		
5.3.3	The successful proponent(s) will collect personal information only as defined in the agreement and authorized by the board.		
5.3.4	The successful proponent(s) may only use personal information for the purpose defined by the agreement/board, and no other purpose.		
5.3.5	The successful proponent(s) acknowledges the personal information collected is owned by the board.		
5.3.6	Where requested by the board, the successful proponent(s) agrees to the transfer of data upon request, or upon completion of the term of the tender/contract or upon the dissolution of the tender/contract to ensure there is no interruption of service.		
5.3.7	For web-based services and where applicable, the successful proponent(s) must notify users when cookies are used as part of the provided service.		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.3.8	The successful proponent(s) must notify the board of any third party data processors, subcontractors or services that the successful proponent(s) may contract for the provision of services as identified in this agreement.		
5.3.9	The successful proponent(s) ensures that all its third party service providers handling personal information, e.g., data processors and subcontractors, only collect, hold, process, use, store and/or disclose personal information for the purpose of providing the service and for no other purpose.		
5.3.10	The successful proponent(s) ensures that its third party service providers, e.g., data processors and subcontractors, are obligated to have equivalent or better security safeguards for personal information.		
5.3.11	The successful proponent(s) retains data for a period as determined by the board (indefinite retention is not acceptable) and agrees to securely dispose of data at the end of the prescribed retention period.		
5.3.12	If requested, the successful proponent(s) shall provide a written and signed attestation confirming the secure destruction of all personal documentation as agreed upon or directed by the board.		
5.3.13	The successful proponent(s) uses industry-standard technical and physical safeguards to protect data from loss, theft, unauthorized access or inadvertent disclosure. Safeguarding methods include, but are not limited to, access controls, encryption of data at rest and during transition, and up-to-date security practices.		
5.3.14	The successful proponent(s) performs regular security audits and/or threat risk assessments and will make available results upon request.		
5.3.15	The successful proponent(s) has a breach response protocol in place that includes immediate notification to the board in the event there is a data breach.		
5.3.16	The successful proponent(s) will require their third parties services to notify the proponent and in turn the board in the event of a breach of board data.		
5.3.17	The successful proponent(s) will cooperate with the board in the event of a regulatory investigation (i.e., breach investigation by the Information Privacy Commissioner).		
5.3.18	The successful proponent(s) will notify the board when the vendor makes material changes to their security measures/practices that affect how personal information is handled.		
<b>5.4</b>	<b>ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES</b>		
5.4.1	The successful proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or service to persons with disabilities. The proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website: <a href="http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm">http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm</a>		
<b>5.5</b>	<b>HUMAN RIGHTS AND CHILD LABOUR LAWS</b>		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
2022 - AUTOMOTIVE SUPPLIES AND ACCESSORIES  
WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.5.1	Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB. Proponents 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	Proponents should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.5.3	For proponents information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.5.3.1	<a href="http://www.ilo.org">http://www.ilo.org</a>		
<b>5.6</b>	<b>HEALTH, SAFETY REGULATIONS</b>		
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 proponent(s) for the cost of certification/replacement.		
5.6.2	Every person who supplies any machine, device, tool, equipment or service to the TVDSB <b>must</b> ensure that the machine, device, tool, equipment or service complies with the Occupational Health and Safety Act and Regulations of Industrial Establishments. The burden of proof rests with the supplier.		
5.6.3	The Ministry of Education and Training and the Ministry of Health provides regulations specifying which substances/products are not acceptable. If applicable, the successful proponent(s) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.		
5.6.4	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 <b>must</b> adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
5.6.5	The TVDSB reserves the right to request a copy of a proponent's Health and Safety Policy, Procedures and Guidelines.		
<b>5.7</b>	<b>WORKPLACE SAFETY AND INSURANCE BOARD</b>		
5.7.1	The successful proponent(s) must ensure that all workers are covered by the Workplace Safety and Insurance Board for the duration of this contract.		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.7.2	The successful proponent(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 and 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.		
5.7.3	All workplace injuries or accidents on TVDSB property must be reported by the successful proponent(s) to the TVDSB's representative within 24 hours.		
<b>5.8</b>	<b>COMMERCIAL LIABILITY INSURANCE</b>		
5.8.1	The successful proponent(s) <b>must</b> be covered by Commercial General Liability Insurance throughout the term of the contract. Each proponent must state if it has Commercial General Liability Insurance Coverage.		
5.8.2	Each proponent should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$2 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$2 million per occurrence of Commercial Liability Insurance coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$2 million per occurrence from the commencement of the contract should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.8.2.1	This liability policy shall contain the following coverage:		
5.8.2.2	Personal Injury and 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 and Completed Operation Insurance		
5.8.2.8	Contingent Employees Liability		
5.8.2.9	Cross Liability Clause and Severability of Interest Clause		
5.8.3	Upon an award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damages and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract.		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.8.4	The successful proponent(s) agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or wilful acts on the part of the successful proponent(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		
<b>5.90</b>	<b>MOTOR VEHICLE LIABILITY INSURANCE</b>		
5.9.1	Proponents <b>must</b> state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		
5.9.2	In the event of an affirmative answer to 5.9.1, the successful proponents must be covered by Automobile Liability Insurance through the term of the Contract. If the proponent's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the proponent. Each proponent must state if it or its employees or subcontractors have Automobile Liability Insurance Coverage. Sub clauses 5.9.3 to 5.9.4 also apply to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.		
5.9.3	Proponents 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 proponent does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the proponent 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 for 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 proponent. The successful proponent(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 proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damage and personal injuries, including accidental death, caused by the successful proponent(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.		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.9.5	The successful proponent(s) agrees to indemnify, hold harmless, and defend, the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		
<b>5.10</b>	<b>CANADA'S ANTISPAM LEGISLATION</b>		
5.10.1	Please note that vendors are required to comply with all applicable laws, including CASL, in providing goods or services to the TVDSB. This also extends to communications sent on the TVDSB's behalf. The successful proponent(s) will be required to indemnify the TVDSB for any failure by the successful proponent(s) to comply with CASL, to the extent that the successful proponent(s) action, or inaction, could expose the TVDSB to liability.		
<b>6.0</b>	<b>BIDDER PROFILE</b>		
<b>6.1</b>	<b>REFERENCES</b>		
6.1.1	New proponents should provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. The reference should 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:		
<b>6.2</b>	<b>ADMINISTRATION and ORGANIZATION</b>		
6.2.1	Proponents should state location of their distribution centre.		
<b>7.0</b>	<b>BID SUBMISSION</b>		
<b>7.1</b>	<b>BIDDER'S RESPONSE GUIDE</b>		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
7.1.1	Each bid submission should be structured using only the criteria identified in this bid document. When submitting bids, proponents should use the same numbering format, as on this bid document.		
7.1.2	The bid submission <b>must</b> include:		
7.1.2.1	Completed "2022Appendices130.xlsx" file in Excel format.		
7.1.2.2	Signed copies of all Worksheets in .pdf format.		
7.1.3	<b>Failure to respond in electronic format will deem the bid noncompliant.</b>		
7.1.4	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		
7.1.5	Supplemental materials will not qualify as substitutes for direct responses to the bid's requirements unless specifically requested.		
<b>8.0</b>	<b>AWARD</b>		
<b>8.1</b>	<b>EVALUATION PROCESS</b>		
8.1.1	An evaluation committee will be established to evaluate bid submissions.		
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		
8.1.3	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the following evaluation criteria:		
8.1.3.1	Price		
8.1.3.2	Compliance with Specifications		
8.1.4	Compliant proponents 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 proponents as to the time and place. The presentation shall be at the expense of the proponent.		
8.1.5	Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.		
8.1.6	The determination of equal quality will be based on our internal professional opinions.		
8.1.7	In the event of a tie score the TVDSB will resolve the tie by a draw. The names of the tie proponents will be entered into the draw. All parties will have representation when the draw takes place.		
<b>8.2</b>	<b>AWARD AND NOTIFICATION OF CONTRACT</b>		
8.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been made:		
8.2.1.1	<a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
8.2.1.2	click on "I'D LIKE TO"		
8.2.1.3	click on "Go to Purchasing"		
8.2.1.4	click on "Bids"		
8.2.1.5	click on "Proceed to inquiry/download page".		
8.2.1.6	Scroll to the end of the document, click "Proceed to inquiry/download page."		
8.2.1.7	Proceed to the Bid, click "Results" (check mark.)		
8.2.1.8	View documents in PDF format.		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
Jennifer Wallace Purchasing Department		Arlene Morell Chairperson	

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

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



ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>9.0</b>	<b>ELECTRONIC BIDDING INSTRUCTIONS</b>		
<b>9.1</b>	<b>DOWNLOADING BID DOCUMENTS</b>		
9.1.1	All documents are available from the TVDSB Web Site at <a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
9.1.2	click on "I'D LIKE TO"		
9.1.3	click on "Go to Purchasing"		
9.1.4	click on "Bids"		
9.1.5	Read "Electronic Bidding Instructions, Inquiry Instructions, Bid Document Download Instructions".		
9.1.6	click on "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 be directed to the TVDSB Client Portal.		
9.1.9	Follow log in instructions beginning with item 2.2.1.7.		
<b>9.2</b>	<b>PRINTING COPIES OF BID DOCUMENTS</b>		
9.2.1	To print a working copy of any bid document, click on the name of the Bid to open documents in PDF format.		
<b>9.3</b>	<b>COMPUTER SYSTEM REQUIREMENTS</b>		
9.3.1	To use the electronic system, proponents must be using Microsoft Edge.		
<b>9.4</b>	<b>BID WORKSHEETS</b>		
9.4.1	Download the file "2022Appendices130.xlsx" from the Associated Files.		
9.4.1.1	The file contains the following worksheets:		
9.4.1.1.1	Worksheet A "Terms and Conditions": in Excel format		
9.4.1.1.2	Worksheet B "Requirements": in Excel format		
9.4.2	Complete the worksheets.		
9.4.2.1	Do not convert the worksheets to a different file format (i.e. Word, .pdf, etc.). They must be uploaded to us in Excel format.		
9.4.2.2	Do not modify the Excel files by adding or deleting rows or columns, etc.		
9.4.3	Print and sign all worksheets. The printed and signed copies must be scanned and returned as a .pdf file.		
9.4.4	Upload files back to the TVDSB using the "Your Uploaded Files for this Tender" area.		
9.4.5	The "Bid Report" button must be clicked to initiate the transfer of any uploaded files into our system. Note that the generation of the bid report is confirmation that a bid has been received. It is not necessary to submit the bid report as a hard copy.		
<b>10.0</b>	<b>SIGNATURE PAGE</b>		
10.1	This section must be completed, signed, scanned, 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:		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
2022 - AUTOMOTIVE SUPPLIES AND ACCESSORIES  
WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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, proponents <b>must</b> state the jurisdiction in which the corporation was originally incorporated in:		
10.9.1	Name of each individual Partner or Correct Legal Name of Corporation:		
10.9.2	E-MAIL ADDRESS:		
10.9.3	ADDRESS:		
10.9.4	INTERNET ADDRESS:		
10.9.5	TELEPHONE NO.:		
10.9.6	FAX NO.:		
10.10	If subcontracting, proponents <b>must</b> provide the correct legal name for any sub contractor, their full personal name and address, telephone number, fax number, as well as the name(s) of appropriate contact persons (with whom the TVDSB may consult regarding this bid with whom the proponent 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  
2022 - AUTOMOTIVE SUPPLIES AND ACCESSORIES  
WORKSHEET B - REQUIREMENTS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
B1.1	Bidders <b>must</b> state if they are able to deliver to all locations within the TVDSB. A list of locations is provided in Worksheet C.		
B1.2	Bidders should state if they are able to provide a price list of their complete product range in an Excel file.		
B1.3	The TVDSB will purchase any additional items from the successful bidder(s).		
B1.4	Bidders <b>must</b> state if there is a minimum dollar value per order.		
B1.5	Bidders <b>must</b> state if there is a delivery charge on orders.		
B1.6	Bidders <b>must</b> state if they are able to provide a listing of TVDSB previously purchased products.		
ITEM NO.	DESCRIPTION - GENERAL CATEGORIES	STATE DISCOUNT	COMMENT
B2.1	AIR CONDITIONING		
B2.2	BATTERY, BOOSTERS		
B2.3	BRAKE & WHEEL		
B2.4	CARTS & DOLLIES		
B2.5	CHARGING & STARTING		
B2.6	COOLANT SYSTEMS		
B2.7	DIAGNOSTICS		
B2.8	DRILLING, CUTTING & GRINDING		
B2.9	FABRICATION AND EQUIPMENT		
B2.10	FLUID EVACUATION		
B2.11	HAND TOOLS		
B2.12	LUBRICATION		
B2.13	MIOCELLANEOUS PRODUTS		
B2.14	PAINT & BODY		
B2.15	POWER TOOLS, AIR, CORDLESS & ELECTRIC		
B2.16	REPAIR EQUIPMENT		
B2.17	SHOP EQUIPMENT		

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

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