



TENDER #258 STAGE DRAPES REPLACEMENT AND CLEANING

Issue Date: Wednesday, February 7, 2024

Stacey Shoemaker, Buyer

Issued by: The Thames Valley District School Board

Return Date: 12:00:00 noon, local time, Tuesday, February 20, 2024

**THAMES VALLEY DISTRICT SCHOOL BOARD
WORKSHEET A - TERMS AND CONDITIONS
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION		
1.0.1	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit electronic 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.		
1.1	PURPOSE		
1.1.1	The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB for supplying stage drapes and cleaning of stage drapes, subject to the conditions herein.		
2.0	BID DEFINITIONS AND INFORMATION		
2.1	DEFINITIONS		
2.1.1	The following words are used throughout this bid document and bidders should note these conditions when completing their bid submission.		
2.1.1.1	The word "MUST" shall mean bidders "must" include the required information in bid submission. Failure to include the required information will deem submission noncompliant.		
2.1.1.2	The word "SHOULD" shall mean bidders "should" include the required information in bid submission.		
2.1.1.3	The word "NONCOMPLIANT" shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.		
2.1.1.4	The word "SUBCONTRACTOR" shall mean a person, firm or company hired by the bidder(s) or the successful bidder(s) to perform any portion or all of this bid.		
2.1.1.5	The word "QUALIFIED" shall mean a bidder who is compliant and has included the required information in their bid submission.		
2.1.1.6	BID IRREGULARITY: A deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the TVDSB.		
2.1.1.6.1	Major Irregularity: A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. The TVDSB will reject any bid submission which contains a major irregularity.		
2.1.1.6.2	Minor Irregularity: A deviation from the bid request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the bidder would not gain an unfair advantage over competitors. The TVDSB may permit the bidder to correct a minor irregularity.		

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2.2	STRUCTURE OF THIS BID		
2.2.1	Proponents must use the online bid entry system which is available on the internet at:		
2.2.1.1	www.tvdsb.ca		
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 " 2024Appendices258.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 - Electronic response required.		
2.2.1.10.1.2	Worksheet B: Requirements in Excel format - Electronic response required.		
2.2.1.10.1.3	Worksheet C: Pricing in Excel format - Electronic response required.		
2.2.1.10.1.4	Worksheet D: Designated Substances in Excel format - Electronic response required.		
2.3	RETURN LOCATION		
2.3.1	The bid submission must 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 will not be accepted.		
2.3.4	Late bids will not be processed.		
2.4	IMPORTANT DATES		
2.4.1	ISSUE DATE: Wednesday, February 7, 2024.		
2.4.2	RETURN DATE and TIME: prior to 12:00:00 noon local time Tuesday, February 20, 2024.		
2.5	QUESTIONS		

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2.5.1	Interested Contractors should forward any questions related to this Tender to Stacey Shoemaker, Buyer by E-mail: s.shoemaker@tvdsb.ca. no later than Friday, February 16, 2024. 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	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: Stacey Shoemaker. The TVDSB will only be bound by written answers to questions.		
2.5.3	Should any questions raised by a bidder necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site.		
3.0	CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT		
3.1	CONTRACT TERM		
3.1.1	The term of this agreement shall be for 1 year and unless otherwise provided herein, terminate on June 1, 2025.		
3.2	PRICING		
3.2.1	Bidders must complete Worksheet C - Pricing.		
3.2.2	Bidders must print and sign all 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/MILEAGE EXTRA.		
3.2.5	It is the intention of the TVDSB to rationalize its supplier base. This contract may be awarded on a per item basis. Each bidder agrees to the award on this basis.		
3.3	TAXES		
3.3.1	HST: Where applicable, Harmonized Sales Tax must be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
3.4	DELIVERY & ORDERING		
3.4.1	Delivery for all items will be directly to our Schools, Distribution Centre, Educational Resource Centre or Community Education Centres.		
3.4.2	Delivery dates will be specified on all of our purchase orders. Immediate delivery will be accepted unless otherwise designated on our purchase orders. In case of construction of new schools or major school renovations, the TVDSB shall not accept delivery until the date specified on those purchase orders.		
3.4.3	The successful bidder(s) bears the cost of repairs to the site and to hardware with respect to damage caused from shipping or installation.		

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3.4.4	The successful bidder(s) bears the risk of loss with respect to equipment until delivery and/or installation is complete.		
3.4.5	The successful bidder(s) will remove all packaging and shipping debris at no cost to the TVDSB.		
3.4.6	The TVDSB's purchase order number should appear on all packages, packing slips, correspondences, customs documentation and freight bills of landing.		
3.4.7	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 must be met as it is one of our criteria considered in the decision, and award, of this and future contracts.		
3.5	INVOICING/PAYMENT TERMS		
3.5.1	All invoices must be sent to the Thames Valley District School Board, 1250 Dundas Street, London, Ontario N5W 5P2. Attention: Accounts Payable.		
3.5.2	Applicable taxes must be shown as separate line items on all invoices.		
3.5.3	Bidders should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.5.3.1	Bidders should state percentage discount for early payment and net payment terms.		
3.5.4	Purchase order numbers must be stated on all invoices; invoices without will be returned unpaid.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	QUALITY		
4.1.1	Unless otherwise specified, supplies must be new, in good condition, fit for the purpose for which they are being acquired and free from defects. The decision of the TVDSB pertaining to items being rejected is final.		
4.1.2	Manufacturers' brand names and numbers are used as guidance for the proponents; alternate items of equal quality will be considered. If bidding on an alternate item, the manufacturer's name and model number must be indicated in the appropriate field in 2020Appendices258.xlsx FOR EVERY ALTERNATE ITEM BID.		
4.1.3	The determination of equal quality will be based on our internal professional opinions.		
4.1.4	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.		
4.1.5	Any material, equipment, service or work ordered which, in the opinion of the TVDSB, does not completely fulfill the specifications must immediately be removed and/or completed to the specifications or sample quality at the expense of the successful bidder.		
4.1.6	The successful bidder(s) must carry out all work to the satisfaction of the TVDSB. All trade work is to be performed by appropriately certified staff.		
4.2	SUPPLIER OCCURRENCE REPORTS		
4.2.1	The TVDSB reserves the right at any time during the contract period to evaluate the successful proponents service based on their contract performance.		

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4.2.2	The successful proponent will be evaluated based on the evaluation form - Supplier Occurrence Reports (available upon request).		
4.2.3	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).		
4.3	REQUIREMENTS		
4.3.1	The requirements are detailed in Worksheet B.		
4.4	SUBSTITUTIONS		
4.4.1	In the event that an item ordered becomes discontinued during the contract, all bidders must notify the Purchasing Services Department for authorization before the item is substituted and shipped to our Distribution Centre. Successful bidders 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.		
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.		
5.1.5	The bidder must have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable bidder.		
5.1.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful bidder(s) within 30 days of the award if in the opinion of the TVDSB the successful bidder(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the bidder		

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5.1.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB reserves the right to decline any or all bid submissions, or to cancel the bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the TVDSB to any bidder for any expense, cost, loss or damage incurred or suffered by the bidder as a result of such withdrawal.		
5.1.9	All costs associated with the preparation of the bid submission will be solely the responsibility of the bidder.		
5.1.10	The TVDSB reserves the right to decline or purchase one or all items in this bid from one supplier or from multiple suppliers.		
5.1.11	All of the terms and conditions of this bid are deemed to be accepted by the bidder and incorporated into the bidder's proposal submission. It is the TVDSB's intention that the Terms and Conditions stated in this bid and the successful bidder's response to this bid will form the contract between TVDSB and the successful bidder(s). Any conflict in the wording of the bidder's invoice and/or sales agreement and the wording of the terms and conditions of this proposal, shall be resolved in favour of the TVDSB and shall be deemed to be incorporated into the bidder's invoice and/or sales agreement.		
5.1.12	The successful bidder(s) must not at any time subcontract any portion of its contract with the TVDSB nor shall it assign the contract without the written permission of the TVDSB. The successful bidder(s) must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		
5.1.13	While the TVDSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the TVDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed in this bid document.		
5.1.14	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of bid acceptance request a bidder to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the TVDSB. All bidders agree to provide all such additional information as, and when requested, at their own expense, provided no bidder in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.		
5.1.15	All TVDSB policies, procedures and regulations must be adhered to by the successful bidder(s).		
5.1.15.1	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		

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5.1.15.2	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.15.3	The successful bidder(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB and each school.		
5.1.16	The successful bidder(s) will reimburse the TVDSB for any damages through negligence or willful acts of any of the successful bidder(s)' employees or contracted staff.		
5.1.17	The successful bidder(s)' employees and contracted staff shall not be considered TVDSB employees and shall not represent themselves as an agent of the TVDSB nor be eligible for any of the benefits provided to TVDSB employees.		
5.1.18	The TVDSB reserves the right to demand the removal of any successful bidder's employees or contracted staff engaged in this contract if, in the TVDSB's opinion, their conduct has been of an unacceptable nature.		
5.1.19	The successful bidder(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the bidder's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.		
5.1.20	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		
5.2	CANCELLATION OF CONTRACT / LOSS OF SERVICE		
5.2.1	The TVDSB reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful bidder(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful bidder(s) shall remain responsible for its obligations under this contract up to the date of termination. The TVDSB reserves the right to commence an action in a court of competent jurisdiction against the successful bidder(s) for damages that result from the breach of the terms and conditions of the contract, by the successful bidder(s).		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful bidder(s) under the contract the total outstanding amount from time to time and for all damage claims by the TVDSB or any third parties arising out of this contract which have not been resolved by the successful bidder(s) or its insurer.		
5.2.3	The TVDSB reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful bidder(s) for any indebtedness of the supplier that may impact on the TVDSB.		
5.2.4	The successful bidder(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful bidder(s), the TVDSB's staff or third party interruptions.		
5.2.5	In the event that the successful bidder(s) becomes insolvent, and/or the successful bidder(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the TVDSB shall have the right to replace the successful bidder(s) with another service provider suitable to the TVDSB in addition to all of its other rights pursuant to the term of this bid.		

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5.3	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT		
5.3.1	Bidders agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the TVDSB shall be subject to disclosure pursuant to an application pursuant to a Municipal Freedom of Information and Protection of Privacy Act request for disclosure. Notwithstanding that a bid submission or an addendum may contain a trade secret of the bidder, intellectual property right of the bidder, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.		
5.3.2	A bidder specifically consents to the disclosure of any and all information contained in their bid submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the bidder assigns all 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	PRIVACY AND SECURITY STANDARDS FOR THE COLLECTION, USE AND RETENTION OF PERSONAL INFORMATION		
5.4.1	The successful proponent(s) is responsible to comply with Canadian and Ontario privacy legislation (MFIPPA, PIPEDA, PHIPA).		
5.4.2	The successful proponent(s) is responsible to ensure employees are trained on the appropriate use and safeguarding of personal information.		
5.4.3	The successful proponent(s) will collect personal information only as defined in the agreement and authorized by the board.		
5.4.4	The successful proponent(s) may only use personal information for the purpose defined by the agreement/board, and no other purpose.		
5.4.5	The successful proponent(s) acknowledges the personal information collected is owned by the board.		
5.4.6	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.		
5.4.7	For web-based services and where applicable, the successful proponent(s) must notify users when cookies are used as part of the provided service.		
5.4.8	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.		

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5.4.9	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.		
5.4.10	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.		
5.4.11	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.		
5.4.12	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.		
5.4.13	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.		
5.4.14	The successful proponent(s) performs regular security audits and/or threat risk assessments and will make available results upon request.		
5.4.15	The success proponent(s) has a breach response protocol in place that includes immediate notification to the board in the event there is a data breach.		
5.4.16	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.		
5.4.17	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).		
5.4.18	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.		
5.5	ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES		
5.5.1	The successful bidder 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: http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm		
5.6	HUMAN RIGHTS AND CHILD LABOUR LAWS		

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5.6.1	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.		
5.6.2	Bidders should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.6.3	For bidders information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.6.3.1	http://www.ilo.org		
5.7	HEALTH AND SAFETY REGULATIONS		
5.7.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) must be completely assembled and must bear label showing approval of assembly prior to delivery. The TVDSB shall not accept any equipment that has not been inspected and approved. If not so approved, the TVDSB reserves the right to invoice the successful bidder(s) for the cost of certification/replacement.		
5.7.2	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.		
5.7.3	The Ministry of Education and Training and the Ministry of Health provides regulations specifying which substances/ products are not acceptable. If applicable, the successful bidder(s) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.		
5.7.4	The Occupational Health and Safety Act describes the responsibilities of an employer. The TVDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHIMS in accordance with Occupational Health and Safety Act Regulations. They must adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
5.7.5	The TVDSB reserves the right to request a copy of a bidder's Health & Safety Policy, Procedures and Guidelines.		
5.8	WORKPLACE SAFETY AND INSURANCE BOARD		
5.8.1	The successful bidder(s) must ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.		

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5.8.2	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.		
5.8.3	All workplace injuries or accidents on TVDSB property must be reported by the successful bidder(s) to the TVDSB's representative within 24 hours.		
5.9	COMMERCIAL LIABILITY INSURANCE		
5.9.1	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.		
5.9.2	Each bidder should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance Coverage with limits of \$5 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$5 million per occurrence of Commercial Liability Insurance Coverage, the bidder shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$5 million per occurrence from the commencement of the contract should the contract be awarded to the bidder. The successful bidder(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.9.2.1	This liability policy shall contain the following coverage:		
5.9.2.2	Personal Injury & Property Damage		
5.9.2.3	Non-Owned Automobile Liability		
5.9.2.4	Owners and Contractors Protective Coverage		
5.9.2.5	Contractual Liability		
5.9.2.6	Broad Form Property Damage		
5.9.2.7	Products & Completed Operation Insurance		
5.9.2.8	Contingent Employees Liability		
5.9.2.9	Cross Liability Clause and Severability of Interest Clause		

FIRM NAME : _____

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**THAMES VALLEY DISTRICT SCHOOL BOARD
WORKSHEET A - TERMS AND CONDITIONS
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.9.3	Upon an award to the successful bidder(s) by the TVDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damages and personal injuries, including accidental death, caused by the successful bidder(s) or its employees or subcontractors during the performance of its obligations under the contract.		
5.9.4	The successful bidder(s) agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or willful acts on the part of the successful bidder(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		
5.10	MOTOR VEHICLE LIABILITY INSURANCE		
5.10.1	Bidders must state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		
5.10.2	In the event of an affirmative answer to 5.10.1, 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 5.10.3 to subsection 5.10.4 applies to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.		
5.10.3	Bidders should show proof with the submission of this bid, that upon the award of this contract that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million (Commercial and \$1million on all personally owned vehicles)per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the bidder shall provide a written assurance from his insurer or agent on the insurer's or the agent's letterhead that liability insurance limits will be increased to \$2 million for Commercial Vehicles and \$1 million personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the bidder. The successful bidder(s) further agrees to maintain that good standing throughout the term of the contract.		
5.10.3.1	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:		
5.10.3.2	Third Party Liability Coverage in the form of OAP-1		

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**THAMES VALLEY DISTRICT SCHOOL BOARD
WORKSHEET A - TERMS AND CONDITIONS
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.10.4	Upon an award to the successful bidder(s) by the TVDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damage and personal injuries, including accidental death, caused by the successful bidder(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		
5.10.5	The successful bidder(s) agrees to indemnify, hold harmless, and defend, the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the part of the successful bidder(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		
5.11	CANADA'S ANTISPAM LEGISLATION		
5.11.1	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.		
5.12	COMPLIANCE WITH TVDSB HEALTH AND SAFETY PROTOCOLS		
5.12.1	The Supplier is required to comply the Board's health and safety protocols which are in effect for the duration of the contract and may change at any time.		

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THAMES VALLEY DISTRICT SCHOOL BOARD
WORKSHEET A - TERMS AND CONDITIONS
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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
6.0	BIDDER PROFILE		
6.1	REFERENCES		
6.1.1	New bidders must provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. The reference must contain the following information:		
6.1.1.1	Reference 1 - Company Name:		
6.1.1.2	Reference 1 - Contact Name:		
6.1.1.3	Reference 1 - e-mail address:		
6.1.1.4	Reference 2 - Company Name:		
6.1.1.5	Reference 2 - Contact Name:		
6.1.1.6	Reference 2 - e-mail address:		
6.1.1.7	Reference 3 - Company Name:		
6.1.1.8	Reference 3 - Contact Name:		
6.1.1.9	Reference 3 - e-mail address:		

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**THAMES VALLEY DISTRICT SCHOOL BOARD
WORKSHEET A - TERMS AND CONDITIONS
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
6.2	ADMINISTRATION & ORGANIZATION		
6.2.1	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.		
6.2.2	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.		
6.2.3	Bidders should state location of their distribution centre.		
7.0	BID SUBMISSION		
7.1	PROPONENT'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	Completed " 2024Appendices258.xlsx " file in Excel format, plus:		
7.1.2.2	Signed scans of all Worksheets (in PDF).		
7.1.3	Failure to respond in electronic format will deem the bid noncompliant.		
7.1.4	Bidders' submissions should include page numbers for ease of reference by committee members.		
7.1.5	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		
7.1.6	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.		

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**THAMES VALLEY DISTRICT SCHOOL BOARD
WORKSHEET A - TERMS AND CONDITIONS
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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 bidders will be entered into the draw. All parties will have representation when the draw takes place.		
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	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	Proceed to the Bid, click "Results - Check Mark"		
8.2.1.7	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		
8.2.3	In the event of a tie score the TVDSB will resolve the tie by a draw. The names of the tie bidders will be entered into the draw. All parties will have representation when the draw takes place.		
	Stacey Shoemaker	Lori-Ann Pizzolato	
	Purchasing Department	Chairperson	

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**THAMES VALLEY DISTRICT SCHOOL BOARD
WORKSHEET A - TERMS AND CONDITIONS
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.0	ELECTRONIC BIDDING INSTRUCTIONS		
9.1	DOWNLOADING BID DOCUMENTS		
9.1.1	All documents are available from the TVDSB Web Site at www.tvdsb.ca		
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, 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 be directed to the TVDSB Client Portal.		
9.1.9	Follow log in instructions beginning with item 2.2.1.7.		
9.2	COMPUTER SYSTEM REQUIREMENTS		
9.2.1	To use the electronic system, proponents must be using Microsoft Edge.		
9.3	BID WORKSHEETS		
9.3.1	Download the file "2024Appendices258.xlsx" from the Associated Files.		
9.3.1.1	The file contains the following worksheets:		
9.3.1.1.1	Worksheet A: Terms and Conditions in Excel format - Electronic response required.		
9.3.1.1.2	Worksheet B: Requirements in Excel format - Electronic response required.		
9.3.1.1.3	Worksheet C: Pricing in Excel format - Electronic response required.		
9.3.1.1.4	Worksheet D: Designated Substances in Excel format - Electronic response required.		
9.3.2	Complete the worksheets.		
9.3.2.1	Do not convert the worksheets to a different file format (i.e. Word, .pdf, etc.). They must be uploaded to us in Excel format.		
9.3.2.2	Do not modify the Excel files by adding or deleting rows or columns, etc.		
9.3.3	Print and sign all worksheets. The printed and signed copies must be scanned and returned as a .pdf file.		
9.3.4	Upload files back to us using the "Your Uploaded Files for this Tender" area.		
9.4	BID REPORT		
9.4.1	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 your confirmation that a bid has been received. It is strongly recommended that you save a copy of the bid report. It is not necessary to submit the bid report as a electronic copy.		
9.5	RETURN DATE		
9.5.1	RETURN DATE and TIME: prior to 12:00:00 noon local time Tuesday, February 20, 2024.		
10.0	SIGNATURE PAGE		
10.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
WORKSHEET A - TERMS AND CONDITIONS
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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
WORKSHEET B - REQUIREMENTS
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING**

Section	Requirements	Will Comply / Will Not Comply	Comments
	REPLACEMENT OF DRAPES		
	Main Draw and Valances		
B1	The successful bidder(s) must provide KM Fabrics 776 gr/m (25 oz./yd.) PRESTIGE 100% polyester IFR, inherent flame retardant, velour, 50% fullness, centre split for stacking either end. Provide ULC flame retardant certificate sewn on back side of bottom of hem of each piece. J.B. Martin an approved equal subject to total compliance to this specification. Headings 75mm (3") heavy jute webbing, sewn across the top; #6 black grommets @ 300 mm o.c. and 25mm from ends. Bottom hems 125 mm (5") double reinforced hem with chain weight. Valance height 450 mm (18"). Operation manual, pull cord with adjustable floor block pulley.		
	Stage Borders/Legs/Back Drapes		
B2	The successful bidder(s) must provide KM fabrics 434 gr/m (14 oz./yd) CELEBRITY 100% polyester IFR, inherent flame retardant, 50% fullness. 50 mm (2") double sided hem, 75 mm (3") bottom hem, #6 black grommets @ 300mm (12") on centre. Provide ULC flame retardant certificate sewn onto back side of bottom hem of each piece. J.B. Martin and QSD PRISM an approved equal subject subject to total compliance of this specification. Drap mount; 32mm (1.25") schedule 40 pipe, schedule 40 clamps @ 1220mm (4'-0") o.c. maximum, black finish. Drap supports; unistrut P1000 channel c/w beam clamps, double nuts, lock washers, 13mm (1/2") treaded rods, zinc finish, as required for connection to structural steel.		
B3	Bidder(s) must provide ATLAS SILK, 100 series, complete with carriers, end pulleys, clamps, end stops, 6mm (1/4") operating line, trim chain and mounting bracket (anchorage as per site conditions) see drawing details. QSD 700 series galvanized steel track an equal.		
B4	Bidder(s) must include the cost of material in the price.		
B5	Bidder(s) must include site inspection and measurements in the price.		

FIRM NAME _____

SIGNATURE _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
WORKSHEET B - REQUIREMENTS
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING**

Section	Requirements	Will Comply / Will Not Comply	Comments
B6	Bidder(s) must include removal of existing stage drapes in the price.		
B7	Bidder(s) must include installation in the price.		
B8	The successful bidder(s) must provide their own scaffold and/or lifts required to install stage drapes.		
	DRAPERY RESTORATION		
B9	Bidder(s) must re-apply flame retardant.		
B10	Bidder(s) must re-certify drapes for fire code compliance with the NFPA 705 Field Test for Flame Resistance in Textiles and Films.		
B11	Bidder(s) must guarantee no shrinkage or fabric damage as a result of cleaning.		
B12	Bidder(s) must guarantee that the cleaning process will have no adverse effect on the flame retardant properties in the fabric.		
B13	Bidder(s) must remove drapery from its tracks for cleaning. Cleaning of the drapery is not permitted on the stage or within the school building.		
B14	Bidder(s) must clean drapes by a non-immersion cleaning method (cannot immerse in water or dry cleaning fluid).		
B15	Bidder(s) must clean and re-install drapes the same day.		

FIRM NAME _____

SIGNATURE _____

THAMES VALLEY DISTRICT SCHOOL BOARD
WORKSHEET C - PRICING
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING

Item No.	School	Sample Name	Approximate size (H x W)		Quantity	Fullness	Cost to replace	Clean and Re-Apply Flame Retardant	Repairs
C1	H.B. Beal S.S. 525 Dundas Street London ON N6B 1W5	Main Draw	20'8"	37'	2	50%			
		Valance	8'6"	77'9"	1	50%			
C2	London Central S.S. 509 Waterloo Street London ON N6B 2P8	Main Draw	15'11"	23'	2	50%			
		Valance	4'6"	54'	1	50%			
		Border	6'	42.75'	3	50%			
		Legs	16'	9'5"	4	50%			
		Legs 2	16'8"	23'8"	2	50%			
		Rear Draw	14'	33'3"	2	50%			
C3	Education Centre 1250 Dundas Street London ON N5W 5P2	Legs	14'	25'1"	2	50%			
		Legs 2	18'	22'4"	2	50%			
		Rear Draw	14'	28'7"	2	50%			

FIRM NAME _____

SIGNATURE _____

THAMES VALLEY DISTRICT SCHOOL BOARD
WORKSHEET C - PRICING
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING

Item No.	School	Sample Name	Approximate size (H x W)	Quantity	Fullness	Cost to replace	Clean and Re-Apply Flame Retardant	Repairs
	Product		Price					
C4	State the cost per square metre/square foot KM Fabrics 776 gr/m (25 oz./yd.) PRESTIGE 100% polyester IFR, inherent flame retardant, velour.							
C5	State the cost per square metre/square foot of KM							
C6	State the cost per square metre/square foot of Atlas Silk #100 Series Track, A.D.C. #170 tracking or equivalent.							
C7	State the hourly rate for installation.							

Note: Above measurements are approximate.

FIRM NAME _____

SIGNATURE _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING
WORKSHEET D - DESIGNATED SUBSTANCES**

	DESIGNATED SUBSTANCES	WILL COMPLY/WILL NOT COMPLY	COMMENTS
D1	Designated Substances, as listed in Regulation 490/09 made under the Occupational Health and Safety Act (Ontario), including asbestos, lead, mercury, silica and others, may be present within TVDSB facilities.		
D2	The successful contractor must complete all aspects of the Work in strict compliance with: all applicable laws, regulations, ordinances and other legal requirements of all levels of government (together "Applicable Laws"), including, without limitation, Regulations 278/05 and 490/09 made under the Occupational Health and Safety Act (Ontario) and Regulation 347 made under the Environmental Protection Act (Ontario); all of TVDSB's policies and procedures, including, without limitation, TVDSB's Health and Safety policies and procedures; and, the requirements of this Tender, in order to ensure that any Designated Substances that may be affected by, involved with or disturbed by any aspect of the Work are properly addressed, handled and dealt with by the successful contractor.		
D3	All staff and contractors will comply with the Environmental Protection Act, RSO 1990, Section 27 and Ontario Regulation 347, Section 17 when disposing of asbestos waste.		
D4	The successful contractor must provide a certificate of "Asbestos Awareness Training" for every one of its employees or sub-contractors (together, and individually, "Personnel"), who will be assigned by the successful contractor to provide or perform any aspect of the Work, prior to the commencement of any activities in relation to any Work. In addition, the successful contractor must execute and deliver to TVDSB a "Contractor Notification and Acknowledgement Form" (which is an appendix to TVDSB's Asbestos Procedure, under its Health and Safety Policy, and which is located on TVDSB's website), before commencing any Work. To the extent the Contract is renewed, the successful contractor is required to provide the TVDSB with updated copies of all such certificates and such form, prior to undertaking any Work during any such renewal period. Bidder(s) must submit certificates with your bid if staff currently have the "Asbestos Awareness Training" dated within the last five years.		
D5	Before starting any Work in any TVDSB facility (including, without limitation, undertaking a site visit), the successful contractor is required to review the Asbestos Product Survey and Designated Substances Report (the "Report") for that facility. This review is to familiarize the successful contractor and its Personnel with the facility and the location of any Designated Substances in any area where Work may be performed. A copy of such Report can be found in two locations in each facility: (a) the Main Office; and, (b) the Custodial Office Document Box. If a copy of such Report cannot be located, Work is not to proceed until: such Report is located; such Report is reviewed by each of the successful contractor's Personnel assigned to perform any part of the Work; and, each of the Personnel assigned to perform any part of the Work signs the Designated Substance Log Book located in the Report as contemplated in D6 below.		

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING
WORKSHEET D - DESIGNATED SUBSTANCES**

	DESIGNATED SUBSTANCES	WILL COMPLY/WILL NOT COMPLY	COMMENTS
D6	Prior to undertaking: (a) any site visit; and / or, (b) any Work, each of the successful contractor's Personnel assigned to perform any part of the Work must sign the Designated Substance Log Book located in the respective Report for the facility in question, and which indicates that those individuals have received a copy of such Report, have reviewed same and accept its terms and conditions.		
D7	Should the successful contractor identify asbestos containing materials ("ACM") in a Report, and Type I operations that may disturb ACM are required, the related Work shall be completed during school off hours. No Type I operations to be completed during school off-hours shall commence until such time as the successful contractor has received verbal approval from the TVDSB contact person for the scheduling of same. If any Type I operations must occur on an expedited basis during school hours, the successful contractor shall contact the TVDSB contact person in order to address the matter and shall not proceed with any such Type I operations without the express written approval of the TVDSB contact person and then, only in strict compliance with the terms of such written approval. School off-hours means when students are not in the facility for instructional purposes or extra curricular activities. As indicated above, all Type I operations shall be completed: in accordance with Applicable Laws; TVDSB's policies and procedures including, without limitation, its Health and Safety policies and procedures; this Tender; and, by Personnel for whom a certificate of Asbestos Awareness Training has been provided to TVDSB and who has signed the applicable Designated Substance Log Book (as contemplated in section D5 above).		
D8	No Work involving Type 2 or 3 operations shall be undertaken by the successful contractor or its Personnel. To the extent the completion of Work requires Type 2 or 3 operations, the successful contractor shall contact TVDSB so that TVDSB can arrange for an asbestos abatement contractor to complete any Type 2 or 3 operations necessary for the completion of the Work.		
D9	In circumstances where any aspect of the Work requires entry above the ceiling, special precautions are required to be taken by the successful contractor and its Personnel. If spray-on insulation has been applied to the building structure, or if other types of insulation have been applied or affixed to mechanical fixtures, pipes and/or fittings above the ceiling, some ACM may have broken free and fallen onto the surface of the ceiling. Entry above the ceiling could therefore disturb such fallen material, creating an exposure hazard if the material contains asbestos. Accordingly, the successful contractor and Personnel shall and must follow the following procedures for ceiling entry:		
D9.1	If the Report indicates that: any structures above the ceiling have had ACM spray fireproofing applied to them; or, debris is known to be present on top of any ceiling tiles, in either case in any area where any aspect of the Work is to be completed, DO NOT ENTER THE CEILING SPACE, and contact the TVDSB contact person for advice and approval as to how to proceed. Do not proceed without TVDSB's prior written approval.		
D9.2	If the Report indicates that any ceiling tiles required to be disturbed contain ACM or, that the mechanical fittings above the ceiling are in poor or fair condition, proceed using the ceiling entry procedures identified below:		

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
2024 TENDER STAGE DRAPE REPLACEMENT AND CLEANING
WORKSHEET D - DESIGNATED SUBSTANCES**

	DESIGNATED SUBSTANCES	WILL COMPLY/WILL NOT COMPLY	COMMENTS
D9.2.1	Place a drop sheet of polyethylene or other suitable material beneath the area where the ceiling space is to be entered;		
D9.2.2	Carefully raise the edge of a ceiling tile and examine the surfaces of adjacent tiles for evidence of fallen debris;		
D9.2.3	If the surfaces of the adjacent tiles are clean, the raised tile may be removed, by sliding it over an adjacent tile, and the ceiling space entered;		
D9.2.4	If the surfaces of the adjacent tiles contain debris, STOP WORK IMMEDIATELY, lower the raised tile and contact the TVDSB contact person for advice and approval as to how to proceed. Do not proceed without TVDSB's prior written approval; and		
D9.2.5	Regardless of the circumstances, once the ceiling tile has been replaced and/or lowered, wipe all surfaces below ceiling level that contain debris with a wet cloth, dispose of polyethylene sheet and wet cloth as asbestos waste in an approved asbestos waste bag.		
D9.3	If the Report indicates ACM are in good condition above non-ACM containing ceiling tiles, the following procedures are required to be followed:		
D9.3.1	Carefully raise the edge of a ceiling tile and examine the surfaces of adjacent tiles for evidence of fallen debris;		
D9.3.2	If the surfaces of the adjacent tiles are clean, the raised tile may be removed, by sliding it over an adjacent tile, and the ceiling space entered; and		
D9.3.3	If the surfaces of the adjacent tiles contain debris, STOP WORK IMMEDIATELY , lower the raised tile and contact the TVDSB contact person for advice and approval as to how to proceed. Do not proceed without TVDSB's prior written approval.		

FIRM NAME: _____

SIGNATURE: _____