# TENDER #305 MAILING SYSTEM

Issue Date: Tuesday, April 13, 2021 Buyer: Stacey Shoemaker Issued by: The Thames Valley District School Board: Tender #305 **Return Date:** Thurday, April 29, 2021, prior to 12:00:00 noon, local time

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION		
1.01	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 160 schools with an estimated enrolment of 75,000 students.		
1.02	The TVDSB may agree to permit other public organizations within Southwestern 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.		
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 the lease and purchase costs to replace a mailing system, 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 " <b>MUST</b> " 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 " <b>NONCOMPLIANT</b> " 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 " <b>QUALIFIED</b> " shall mean a bidder who is compliant and has included the required information in their bid submission.		
2.1.1.6	<b>BID IRREGULARITY:</b> 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.		

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2.1.1.6.1	Major Irregularity: A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. The TVDSB will reject any bid submission which contains a major irregularity.		
2.1.1.6.2	Minor Irregularity: A deviation from the bid request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the bidder would not gain an unfair advantage over competitors. The TVDSB may permit the bidder to correct a minor irregularity.		
2.2	STRUCTURE OF THIS BID		
2.2.1	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	Scroll to the end of the document, click "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 2021Appendices305.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: Specifications in Excel format		
2.2.1.10.1.3	Worksheet C: Pricing in Excel format		

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

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2.3	RETURN LOCATION		
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 will not be accepted.		
2.3.4	Late bids will not be processed.		
2.4	IMPORTANT DATES		
2.4.1	ISSUE DATE: Tuesday, April 13, 2021		
2.4.2	RETURN DATE and TIME: Thursday, April 29, 2021 prior to 12:00:00 noon local time		
2.5	QUESTIONS		
2.5.1	All questions pertaining to this bid document are to be addressed to: Stacey Shoemaker, by email s.shoemaker@tvdsb.ca no later than Wednesday, April 28, 2021. After this date no further inquiries, concerns or questions may be submitted. 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, Buyer. The TVDSB will only be bound by written answers to questions.		
2.5.3	All bid files are available for downloading at no charge from the TVDSB web site.		
2.5.4	Should any questions raised by a bidder necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site.		
2.5.5	A addenda will be issued at least seven days prior to the closing date. If an addendum is issued within seven days of the closing date, the date will be extended accordingly.		
3.0	CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT		
3.1	CONTRACT TERM		
3.1.1	The term of this agreement shall be for four, five or six years, commencing on October 31, 2021.		
3.2	PRICING		
3.2.1	Bidders <b>must</b> complete the pricing section in 2021Appendices305.xlsx - Worksheet C - Pricing.		
3.2.2	Print and sign all worksheets. The printed and signed copies must be returned electronically.		
3.2.3	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.		
3.2.4	Prices must include delivery, F.O.B. destination. NO AWARDS WILL BE MADE TO FIRMS QUOTING FREIGHT EXTRA.		

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

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

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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 will be directly to the Education Centre, Printing and Mail Room at 1250 Dundas Street, London, Ontario N5W 5P2.		
3.4.2	The successful bidder(s) bears the cost of repairs to the site and to hardware with respect to damage caused from shipping or installation.		
3.4.3	The successful bidder(s) bears the risk of loss with respect to equipment until delivery and/or installation is complete.		
3.4.4	The TVDSB's purchase order number must appear on all packages, packing slips, correspondences, customs documentation and freight bills of lading.		
3.5	INVOICING/PAYMENT TERMS		
3.5.1	All invoices <b>must</b> be sent to the Thames Valley District School Board, 1250 Dundas Street, London, Ontario N5W 5P2. Attention: Accounts Payable.		
3.5.2	Applicable taxes <b>must</b> be shown as separate line items on all invoices.		
3.5.3	Bidders should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.5.3.1	Bidders should state percentage discount for early payment and net payment terms.		
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 bidders; alternate items of equal quality will be considered. If bidding on an alternate item, the manufacturer's name and model number <b>must</b> be indicated in the appropriate field in the Appendices305.xls 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 <b>must</b> immediately be removed and/or completed to the specifications or sample quality at the expense of the successful bidder.		

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4.1.6	The successful bidder(s) <b>must</b> carry out all work to the satisfaction of the TVDSB. All trade work is to be performed by appropriately certified staff.		
4.2	QUANTITY/TERM		
4.2.1	Our current agreement expires on October 31, 2021.		
4.3	REQUIREMENTS		
4.3.1	For each requirement as described in Worksheet B - Specifications bidders <b>must</b> place a response in the appropriate column.		
4.3.2	The successful bidder(s) <b>should</b> be a certified dealer/distributor of the manufacturer of the equipment/products they are proposing.		
4.3.3	The successful bidder(s) <b>must</b> have the proprietary right or license to use software being provided or imbedded in the hardware that is being provided.		
4.4	RETURN OF GOODS POLICY		
4.4.1	The TVDSB will return any shipment (COLLECT) if, in our opinion, the product supplied does not conform to the specification and/or samples submitted in the bid.		
4.4.2	The TVDSB will not pay to return any goods which do not meet the specifications listed in this bid.		
4.5	ILLUSTRATIVE LITERATURE		
4.5.1	Bidders <b>must</b> submit ILLUSTRATIVE and SPECIFICATION INFORMATION for each item of which they have bid.		
4.5.1.1	Bidders <b>should</b> state if this literature can be obtained directly from the manufacturer via the internet.		
4.5.1.2	Bidders <b>should</b> state the web site addresses for each manufacturer.		
4.6	PRESENTATION/INTERVIEW/DEMONSTRATION		
4.6.1	Qualified bidders may be required to make a presentation at the bidders' own expense or arrange a visit for the evaluation committee to an existing installed location that matches the requirements of the bid. No bid alterations will be allowed. Notification will be given to qualified bidders as to time and place.		
4.7	TRAINING / SUPPORT		
4.7.1	Installation, training and support services are a consideration in awarding this bid. Include any and all support and implementation services your company will provide, identifying certification relevant to the support role envisioned.		
4.8	MANUALS		

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		NOT COMPLY	COMMENT
4.8.1	ORIGINAL copies of SERVICE MANUALS AND OPERATING MANUALS should be furnished for all		
	items identified in Worksheet B - Specifications that are purchased as a result of this bid. This will be		
	specified on our purchase order and the order will not be considered complete and ready for payment		
	until these are received.		
4.8.2	Bidders <b>should</b> state if this information can be obtained direct from the manufacturer via the internet.		
4.8.3	Bidders <b>should</b> state web site addresses for each manufacturer.		
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 <b>must</b> be submitted to the "Tenders Clerk" in the same manner and within the same		
	time constraints as the bid submission.		
5.1.3	A bidder may withdraw the bid at any time up to the official closing time by letter bearing his/her		
	signature as it is in the submission. Withdrawal requests received after the closing date shall not be		
	permitted. Submission withdrawals <b>must</b> be submitted to the "Tenders Clerk" in the same manner		
	and within the same constraints as a bid submission.		
5.1.4	The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB to any		
	firm or individual who submits a bid.		
5.1.5	The bidder <b>must</b> have satisfactorily fulfilled all relevant obligations as required under the terms and		
	conditions of any previous award in order to be considered as an acceptable bidder.		
5.1.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the		
	performance or non-performance and/or workmanship of a contract issued pursuant to the bid and		
	any dispute arising out of the issuance of and response to this bid.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful bidder(s) within		
	30 days of the award if in the opinion of the TVDSB the successful bidder(s) is unable or unwilling to		
	enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without		
	any liability being incurred by the TVDSB to the bidder.		
5.1.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB reserves the right to		
	decline any or all bid submissions, or to cancel the bid call in whole or in part at any time prior to		
	making an award, for any reason, or no reason, without liability being incurred by the TVDSB to any		
	bidder for any expense, cost, loss or damage incurred or suffered by the bidder as a result of such		
	withdrawal.		

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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. If the bidder(s) require the TVDSB to sign Service or Lease Agreements, bidder(s) must enclose a copy of their lease, service or rental agreement form. If a third party leasing company is being used, bidder(s) <b>must</b> identify the third party leasing company and provide a copy of their lease agreement.		
5.1.12	The successful bidder(s) <b>must</b> not at any time subcontract any portion of its contract with the TVDSB nor shall it assign the contract without the written permission of the TVDSB. The successful bidder(s) must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		
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.		

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5.1.15	All TVDSB policies, procedures and regulations <b>must</b> be adhered to by the successful bidder(s).		
5.1.15.1	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		
5.1.15.2	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.15.3	The successful bidder(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB and each school.		
5.1.16	The successful bidder(s) will reimburse the TVDSB for any damages through negligence or wilful acts of any of the successful bidder(s)' employees or contracted staff.		
5.1.17	The successful bidder(s)' employees and contracted staff shall not be considered 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. The TVDSB reserves the right to terminate this contract within 30 days written notice if, in its opinion, at any time during this contract, the mailing system is not 100% compliant with the digital mailing machine standards as defined by Canada Post. 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.		

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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.		
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	PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT		

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5.4.1	The proponent represents and warrants that if the proponent is or becomes subject to any private		
	sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent		
	agreement, the proponent will be solely responsible for compliance with such legislation. Without		
	limitation, the proponents represents and warrants that if the proponent is subject to the Personal		
	Information protection and Electronics Act, S.C. 2000, c.5, including any amendments thereto		
	("PIPEDA"), the proponents shall ensure PIPEDA compliance of:		
5.4.2	All PIPEDA Protected Information the proponents collects directly from the individual or indirectly		
	form the Board or others		
5.4.3	All PIPEDA Protected Information the proponents uses or discloses in the course of responding		
	hereto or in performing its obligation under any subsequent agreement and,		
5.4.4	All PIPEDA Protected Information the proponent transfers or discloses to the Board		
5.4.5	For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or		
	"Personal Health Information" as such terms are defined in PIPEDA.		
5.5	ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES		
5.5.1	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:		
	http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm		
5.6	HUMAN RIGHTS AND CHILD LABOUR LAWS		
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, SAFETY REGULATIONS		

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5.7.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) <b>must</b> be completely assembled and must bear a label showing approval of assembly prior to delivery. The TVDSB shall not accept any equipment that has not been inspected and approved. If not so approved, the TVDSB reserves the right to invoice the successful bidder(s) for the cost of certification/replacement.		
5.7.2	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.		
5.7.3	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) <b>must</b> supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.		
5.7.4	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 WHMIS in accordance with Occupational Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
5.8	WORKPLACE SAFETY AND INSURANCE BOARD		
5.8.1	The successful bidder(s) <b>must</b> ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.		
5.8.2	The successful bidder(s) <b>must</b> furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract. The good standing must be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety & Insurance Board Certificate is updated every sixty (60) days. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.8.3	All workplace injuries or accidents on TVDSB property <b>must</b> be reported by the successful bidder(s) to the TVDSB's representative within 24 hours.		
5.9	COMMERCIAL LIABILITY INSURANCE		

ITEM NO.	TERMS AND CONDITIONS	WILL	
		COMPLY/WILL	
5.0.4		NOT COMPLY	COMMENT
5.9.1	The successful bidder(s) <b>must</b> be covered by Commercial General Liability Insurance throughout the		
	term of the contract. Each bidder must state if it has Commercial General Liability Insurance		
5.9.2	Coverage. Each bidder should show proof with the submission of this bid that upon the award of this contract		
5.9.2			
	that it will be covered by Commercial Liability Insurance coverage with limits of \$1 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 \$1 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		
	\$1 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		
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 wilful acts on the part of the successful bidder(s) or any of its representatives or		
	employees or subcontractors in the execution of the work performed or from defects in the		
	equipment supplied.		

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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 <b>must</b> be covered by		
	Automobile Liability Insurance through the term of the Contract. If the bidder's employees or		
	subcontractors will operate their own vehicles during the contract then they must maintain the same		
	Automobile Liability Coverage as the bidder. Each bidder must state if it or its employees or		
	subcontractors have Automobile Liability Insurance Coverage. Sub clauses also subsection 5.10.3 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		
	\$1 million on all personally owned vehicles) per occurrence for liability arising at law for damages		
	caused by reason or bodily injury (including death) or damage to property by its employees or		
	subcontractors. If the bidder does not presently have \$2 million per occurrence of Automobile Liability		
	Insurance Coverage, the bidder shall provide a written assurance from his insurer or agent on the		
	insurer's or the agent's letterhead that liability insurance limits will be increased to \$2 million for		
	Commercial Vehicles and \$1 million personally owned vehicles per occurrence from the		
	commencement of the contract and annually thereafter for the term of the contract, should the		
	contract be awarded to the bidder. The successful bidder(s) further agrees to maintain that good		
	standing throughout the term of the contract.		
5.10.3.1	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		
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.		

ITEM NO.	TERMS AND CONDITIONS		
		COMPLY/WILL NOT COMPLY	COMMENT
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 party 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.		
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:		
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		
1	could individually or in combination with other claims, suffer a potential economic loss greater than		
	\$100,000.00.		
6.2.3	Bidders <b>should</b> state location of their distribution centre.		

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
6.2.4	Bidders <b>should</b> state if their employees service sites wearing uniforms.		
6.2.5	Bidders <b>should</b> state if their employees carry photo identification.		
6.2.6	Bidders <b>should</b> state if they are ISO registered and if so what level.		
6.2.7	Bidders <b>should</b> state if the staff involved in the execution of this contract are employees or sub- contractors.		
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, 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	Print and sign all worksheets. The printed and signed copies must be returned electronically.		
7.1.3	Failure to respond in electronic format will deem the bid noncompliant.		
7.1.4	Proponents' 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.		
8.1.6	The determination of equal quality will be based on our internal professional opinions.		

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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	Proceed to the Bid, click		
8.2.1.6	"Results - Check Mark"		
8.2.1.7	View documents in PDF format.		
8.2.1.8	All bid files are available for downloading at no charge from the TVDSB web site.		
	Stacey Shoemaker	Bill McKinnon	-
	Purchasing Department	Chairperson	

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 "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 Internet Explorer or Microsoft		
	Edge.		
9.3	BID WORKSHEETS		
9.3.1	Download the file 2021Appendices305.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		
9.3.1.1.2	Worksheet B: Specifications in Excel format		
9.3.1.1.3	Worksheet C: Pricing in Excel format		
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 returned electronically.		
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.		
9.5	RETURN DATE		
9.5.1	RETURN DATE and TIME: prior to 12:00:00 noon local time Thursday, April 29. 2021.		
10.0	SIGNATURE PAGE		
10.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		

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 <b>must</b> state the jurisdiction in which the corporation was originally incorporated in:		
10.9.1	Name of each individual Partner or Correct Legal Name of Corporation:		
10.9.2	E-MAIL ADDRESS:		
10.9.3	ADDRESS:		
10.9.4	INTERNET ADDRESS:		
10.9.5	TELEPHONE NO.:		
10.9.6	FAX NO.:		
10.10	If subcontracting, bidders <b>must</b> provide the correct legal name for any sub contractor, their full personal name and address, telephone number, fax number, as well as the name(s) of appropriate contact persons (with whom the TVDSB may consult regarding this bid with whom the bidder enters into a contract(s) with to carry out any portion of this contract:		
10.10.1	Firm Name:		
10.10.2	Firm Address:		
10.10.3	Telephone Number:		
10.10.4	Fax Number:		
10.10.5	E-MAIL ADDRESS:		

ITEM NO		Response	Comments
B1	Mailing System		
B1.1	State the model number.		
B1.2	State the year of release for the proposed model.		
B1.3	Postage meter must be compliant with Canada Post Standards.		
B1.4	State throughput per minute for standard #10 envelope.		
B1.5	State the monthly volume capabilities.		
B1.6	State the manufacturer's life expectancy on the recommended model.		
B1.7	State if the proposed mailing system is modular.		
B1.8	State if the proposed mailing system is capable of processing 100,000 pieces per year		
B2	Postage Meter		
B2.1	State if postage meter has a digital production meter.		
B2.2	State if the meter calculates Canadian, US and International Mail.		
B2.3	State if the meter has the ability to prepare multiple classes of mail.		
B2.4	State if the meter handles postage for larger parcels.		
B2.5	State the maximum postage the meter can hold.		
B2.6	State what display alerts the meter has.		
B2.7	Does the meter Display Alert for low postage.		
B2.8	Does the meter have auto date settings functions.		
B2.9	State if the meter has automatic original value resetting functions.		
B2.10	State any other type of mail settings.		
B2.11	Describe how the user refills the postage.		
B2.12	State the security features of the meter.		
	State how long the manufacturer will support the proposed mailing system with parts		
B2.13	and service. Include a letter from the manufacturer to support your response.		
B2.14	State the delivery lead time.		
	Mailing system must be capable of connecting to a PC to track, analyze and manage		
B2.15	postal expenditures.		
B2.16	Mailing system must come with a PC interface cable.		

ITEM NO		Response	Comments
B3	Envelope Specifications		
B3.1	State minimum - maximum size for documents.		
B3.2	State minimum - maximum thickness for documents.		
B3.3	State document orientation capabilities : Portrait and Landscape.		
B4	Feeder		
B4.1	The mail deck must be capable of handling up to 10" x 13" sizes.		
B4.2	The feeder must be capable of handling nested and non nested envelopes.		
	The feeder must be capable of automatically feeding mixed sized mail within the same		
B4.3	postage rates.		
B4.4	The feeder must have a wide deck for oversized mail.		
B5	Digital Scale		
	Digital integrated postage scale should be capable of handling up to 30 kg		
B5.1	packages/envelopes/letters.		
B6	Sealer		
B6.1	State type of sealing system.		
B6.2	State if the user must perform regular or daily maintenance routines.		
B7	Printer		
B7.1	State the type of printing process.		
B7.2	Describe the process for maintaining the print resolution.		
B8	Accounting System		
	Proposed system must be capable of a minimum of 250 user accounts. State the		
B8.1	number of individual accounts that can be set up.		
	State what accounting /spreadsheet applications the account management software		
B8.2	interfaces with.		
B8.3	What reports can be generated?		
B9	Warranty and Maintenance		
B9.1	State location of service facilities.		
B9.2	What is the manufacturer's recommended service schedule?		
	State if warranty includes parts, labour, service and if the warranty is on-site. If not,		
B9.3	bidders must indicate the terms of the warranty.		
B9.4	State length of warranty.		

ITEM NO		Response	Comments
B9.5	State number of service people at each location.		
B9.6	State time to respond to service calls:		
B9.6.1	Less than one half day		
B9.6.2	One half day		
B9.6.3	One full day		
B9.6.4	More than one day		
B9.6.5	Other		
	State mean time to repair commitments in the event of service disruption and		
B9.7	associated penalties in the event of extended outages.		
B9.8	Disclose your policy of loan machines in the event repairs are not made on-site.		
	Include a statement outlining your company's quality assurance philosophy and		
B9.9	program. This statement should detail how your company will respond to:		
B9.9.1	Service related problems		
B9.9.2	Quality problems		
B9.10	All equipment <b>must</b> be new and guaranteed for the entire period of the contract you are bidding. The successful bidder(s) must be prepared to exchange all equipment that proves defective during this contract without rewriting the agreement. Machines will be replaced if the number of service calls greatly exceeds those recommended in the machines preventive maintenance schedule or when the successful bidder(s) and the TVDSB recommends replacement due to any other conditions upon mutual agreement.		
B10	Operating and Physical Features		
B10.1	State weight of the mailing system.		
B10.2	State power requirements.		
B10.3	Comes with the recommended electrical plug.		
B11	Supplies		
B11.1	State number of impressions per ink cartridge.		
B11.2	State number of labels per roll.		
B12	Training		
B12.1	Is training provided with lease/purchase?		
B12.2	State length of basic training.		

ITEM NO		Response	Comments
B12.3	Can you provide additional training? State cost on an hourly basis.		
B13	Other		
B13.1	Describe other functionality your unit has not listed in this specification.		

		4 Year Lease - Monthly		
Item No.	Description	Rate	5 Year Lease - Monthly Rate	6 Year Lease - Monthly Rate
C1	Postage meter			
C2	Mailing System			
C2.2	Feeder Unit			
C2.3	Scale Unit			
C2.4	Sealer Unit			
C2.5	Stacker Unit			
C2.6	Oversize Deck Unit			
C2.7	Accounting Software			
C3	Total Lease Cost of Mailing System			
	State if there is a further discount if			
	payments are made yearly. State the			
C3.1	discount as a percentage.			
	State Residual Value of Mailing System			
C3.2	at the end of each lease period.			
C3.3	State outright purchase cost.			
	State Buyout Cost of Mailing System at			
C3.4	the end of each lease period.			
00.4	State cost to dispose of CENTROMAIL			
C3.5	CIT-D-ext mailing system.			
C3.5	Service			
64	Service			
	State the yearly cost for all Inclusive on			
	site service, which includes all parts,			
C4.1	labour, and travel/mileage expenses.			
<u>, , , , , , , , , , , , , , , , , , , </u>				
	State the hourly cost for on site service			
	based on time and materials, and			
<b>.</b>	includes travel/mileage expenses on			
C4.2	site.			
C5	Supplies			
C5.1	State cost of Cartridge Ink			
C5.2	State cost of Postage Tape			

C5.3	State supplier of above supplies		
C5.4	Rate Change Charges		
	Other Costs ( state what these other		
C5.5	costs are)		