



## **REQUEST FOR PROPOSAL #655**

### **Utility Bill Management**

Issue Date: Tuesday, April 1, 2014

Buyer: Todd Springer

Issued by: The Thames Valley District School Board:

**Return Date: 12:00:00 noon, local time, May 2, 2014**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>1.0</b>	<b>INTRODUCTION</b>		
1.0.1	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 162 schools with an estimated enrolment of 71,000 students.		
<b>1.1</b>	<b>PURPOSE</b>		
1.1.1	The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB for utility bill management services, subject to the conditions herein.		
1.1.2	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.		
<b>2.0</b>	<b>BID DEFINITIONS AND INFORMATION</b>		
<b>2.1</b>	<b>DEFINITIONS</b>		
2.1.1	The following words are used throughout this bid document and 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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<b>2.2</b>	<b>STRUCTURE OF THIS BID</b>		
2.2.1	Proponents must use the online bidding system which is available on the internet at:		
2.2.1.1	www.tvdsb.ca		
2.2.1.2	"Board"		
2.2.1.3	"Purchasing"		
2.2.1.4	"Bids"		
2.2.1.5	Scroll to the end of the document, click "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 2014Appendices655.xlsx file to your hard drive.		
2.2.1.10.1	The file contains the following worksheets:		
2.2.1.10.1.1	Worksheet A Terms and Conditions: in Excel format		
2.2.1.10.1.2	Worksheet B Requirements: in Excel format		
2.2.1.10.1.3	Worksheet C Pricing: in Excel format		
2.2.1.10.1.4	Worksheet D Criteria and Weighting: in Excel format		

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<b>2.3</b>	<b>IMPORTANT DATES</b>		
2.3.1	ISSUE DATE: Tuesday, April 1, 2014		
2.3.2	QUESTIONS: Wednesday, April 9, 2014		
2.3.3	ANSWERS TO QUESTIONS: Friday, April 11, 2014		
2.3.4	RETURN DATE and TIME: prior to 12:00:00 local time Friday, May 2, 2014		
2.3.5	PRESENTATION/DEMONSTRATION IF REQUIRED: Tentative Dates: Week of May 12, 2014		
<b>2.4</b>	<b>RETURN LOCATION</b>		
2.4.1	Sealed bid submissions <b>must</b> be returned to:		
2.4.2	"Tenders Clerk"		
2.4.3	Tenders Clerk's box, Basement, Education Centre		
2.4.4	Thames Valley District School Board		
2.4.5	1250 Dundas Street		
2.4.6	London, Ontario		
2.4.7	N5W 5P2		
2.4.8	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.4 - Labeling of Envelope).		
2.4.9	The bid submission <b>must</b> be returned to the "Tenders Clerk" for your bid submission to be accepted.		
2.4.10	Delivery to the "Tenders Clerk" is the responsibility of the proponent.		
2.4.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		
2.4.12	Late bids will be returned to the proponent, unopened, if a return address is included on the submission envelope.		
<b>2.5</b>	<b>QUESTIONS</b>		
2.5.1	All questions pertaining to this bid document are to be addressed to: Todd Springer, by Fax (519) 452-2399 or email t.springer@tvdsb.on.ca no later than Wednesday, April 9, 2014. After this date no further inquiries, concerns or questions may be submitted. The TVDSB reserves the right to distribute a notice of content of any inquiry and the TVDSB's response to all other registered bidders. All questions pertaining to this bid document <b>must</b> 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: Todd Springer. The TVDSB will only be bound by written answers to questions.		
2.5.3	Answers to all questions will be posted to the TVDSB web site at www.tvdsb.on.ca:		
2.5.4.1	<a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
2.5.4.2	"Board"		
2.5.4.3	"Purchasing"		
2.5.4.4	"Bids"		
2.5.4.5	Scroll to the end of the document, click		
2.5.4.6	"Proceed to inquiry/download page"		
2.5.4.7	Proceed to the Bid, click		
2.5.4.8	"Answers to Questions"		
2.5.4.9	View documents in PDF format.		
2.5.4.10	All bid files are available for downloading at no charge from the TVDSB web site.		

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2.5.5	Should any questions raised by a bidder necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site. See Section 2.5.3.		
2.5.6	All 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.		
<b>3.0</b>	<b>CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT</b>		
<b>3.1</b>	<b>CONTRACT TERM</b>		
3.1.1	The term of this agreement shall be for three years, commencing on September 01, 2014 and unless otherwise provided herein, terminating on August 31, 2017.		
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of two years in one (1) year increments and will advise the bidder in writing of their intentions, no later than 60 days prior to August 31, 2017.		
3.1.3	Bidders <b>must</b> state if your company would agree to extending this contract with the same terms and conditions for a fourth year ending August 31, 2018.		
3.1.4	Bidders <b>must</b> state if your company would agree to extending this contract with the same terms and conditions for a fifth year ending August 31, 2019.		
<b>3.2</b>	<b>PRICING</b>		
3.2.1	Proponents <b>must</b> complete the Pricing section - Worksheet C.		
3.2.1.2	Proponents <b>must</b> print and sign all Worksheets.		
3.2.2	All charges <b>must</b> be included in the cost of the item. Prices quoted must be for goods and services exactly as specified and in Canadian funds, unless otherwise indicated.		
3.2.3	Prices <b>must</b> remain in effect for the initial 3 year term of the contract, commencing on September 01, 2014 and ending August 31, 2017.		
3.2.4	The TVDSB would like to take advantage of any promotions, price decreases, rebates or new technologies available during the term of the contract. Detail your company's strategy related to future pricing, new hardware components or new technologies.		
<b>3.3</b>	<b>TAXES</b>		
3.3.1	HST: Where applicable, Harmonized Sales Tax <b>must</b> be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
<b>3.4</b>	<b>INVOICING/PAYMENT TERMS</b>		
3.4.1	All invoices must be sent to the Thames Valley District School Board, P.O. Box 5888, London, ON N6A 5L1. Attention: Accounts Payable.		
3.4.2	Applicable taxes <b>must</b> be shown as separate line items on all invoices.		
3.4.3	Bidders should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.4.4	Bidders should state percentage discount for early payment and net payment terms.		
3.4.5	The TVDSB prefers electronic invoices. Bidders should state if they are able to send us a flat ASCII file in any file layout.		

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<b>4.0</b>	<b>SPECIFICATIONS/REQUIREMENTS</b>		
<b>4.1</b>	<b>QUALITY</b>		
4.1.1	Any work ordered which, in the opinion of the TVDSB, does not completely fulfill the specifications <b>must</b> immediately be completed to the specifications at the expense of the successful bidder.		
4.1.2	The successful bidder(s) <b>must</b> carry out all work to the satisfaction of the TVDSB.		
<b>4.2</b>	<b>QUANTITY/TERM</b>		
4.2.1	Our current agreement expires on August 31, 2014.		
<b>4.3</b>	<b>REQUIREMENTS</b>		
4.3.1	For each requirement as described in Worksheet B, bidders <b>must</b> place a response in the appropriate column.		
<b>4.4</b>	<b>IMPLEMENTATION</b>		
4.4.1	Bidder(s) <b>must</b> outline an implementation schedule in Worksheet B.		
4.4.2	Bidder(s) <b>must</b> state penalty for failure to meet implementation schedule in Worksheet B.		
4.4.3	Penalties stated in Worksheet B will apply for failure to meet implementation dates. The penalty <b>must</b> be stated.		
<b>4.9</b>	<b>PRESENTATION/INTERVIEW/DEMONSTRATION</b>		
4.9.1	Qualified bidders may be required to make a presentation/attend an interview 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.		

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<b>4.10</b>	<b>ENVIRONMENT</b>		
4.10.1	Bidder(s) <b>should</b> include a detailed description of any environmental initiative and how your program would be implemented and benefit TVDSB.		
<b>4.11</b>	<b>STATISTICAL DATA</b>		
4.11.1	The successful bidder(s) <b>must</b> be capable of supplying the TVDSB with statistical data in a flat ASCII format.		
<b>5.0</b>	<b>TERMS AND CONDITIONS</b>		
<b>5.1</b>	<b>GENERAL TERMS AND CONDITIONS</b>		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 120 days.		
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 supercede 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.		
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.		

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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) <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.		
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 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.		

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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.		
5.1.21	The acceptance of the bid by the successful bidder and the award of the contract contemplated by this bid document is subject to approval of the Board of Trustees.		
<b>5.2</b>	<b>CANCELLATION OF CONTRACT / LOSS OF SERVICE</b>		
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.		
<b>5.3</b>	<b>FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT</b>		
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.		

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5.3.2	A bidder specifically consents to the disclosure of any and all information contained in their bid submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the bidder assigns all right, title and interest 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.		
<b>5.4</b>	<b>PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT</b>		
5.4.1	The Bidder represents and warrants that if the bidder is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the Bidder will be solely responsible for compliance with such legislation. Without limitation, the Bidder represents and warrants that if the Bidder is subject to the Personal Information Protection and Electronics Act, S.C. 2000, c.5, including any amendments thereto ("PIPEDA"), the Bidders shall ensure PIPEDA compliance of:		
5.4.2	All PIPEDA Protected Information the Bidder collects directly from the individual or indirectly from the Board or others		
5.4.3	All PIPEDA Protected Information the Bidder uses or discloses in the course of responding hereto or in performing its obligation under any subsequent agreement and,		
5.4.4	All PIPEDA Protected Information the Bidder transfers or discloses to the Board		
5.4.5	For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.		
<b>5.5</b>	<b>ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES</b>		
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: <a href="http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm">http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm</a>		
<b>5.6</b>	<b>HUMAN RIGHTS AND CHILD LABOUR LAWS</b>		
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.		

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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	<a href="http://www.ilo.org">http://www.ilo.org</a>		
<b>5.7</b>	<b>HEALTH, SAFETY REGULATIONS</b>		
5.7.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) <b>must</b> be completely assembled and must bear labels 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.		

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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 WHIMS in accordance with Occupational Health and Safety Act Regulations. They <b>must</b> adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
<b>5.8</b>	<b>WORKPLACE SAFETY AND INSURANCE BOARD</b>		
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.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>5.9</b>	<b>COMMERCIAL LIABILITY INSURANCE</b>		
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 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 \$2 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$2 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 \$2 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 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.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>5.10</b>	<b>MOTOR VEHICLE LIABILITY INSURANCE</b>		
5.10.1	Bidders <b>must</b> state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		
5.10.2	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 \$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		
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 party of the successful bidder(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>6.0</b>	<b>BIDDER PROFILE</b>		
<b>6.1</b>	<b>REFERENCES</b>		
6.1.1	New bidders <b>must</b> provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. The reference <b>must</b> contain the following information:		
6.1.1.1	Reference 1 - Company Name:		
6.1.1.2	Reference 1 - Address:		
6.1.1.3	Reference 1 - Contact Name:		
6.1.1.4	Reference 1 - Phone Number:		
6.1.1.5	Reference 1 - Fax Number:		
6.1.1.6	Reference 1 - e-mail address:		
6.1.1.7	Reference 2 - Company Name:		
6.1.1.8	Reference 2 - Address:		
6.1.1.9	Reference 2 - Contact Name:		
6.1.1.10	Reference 2 - Phone Number:		
6.1.1.11	Reference 2 - Fax Number:		
6.1.1.12	Reference 2 - e-mail address:		
6.1.1.13	Reference 3 - Company Name:		
6.1.1.14	Reference 3 - Address:		
6.1.1.15	Reference 3 - Contact Name:		
6.1.1.16	Reference 3 - Phone Number:		
6.1.1.17	Reference 3 - Fax Number:		
6.1.1.18	Reference 3 - e-mail address:		
<b>6.2</b>	<b>ADMINISTRATION &amp; ORGANIZATION</b>		
6.2.1	Bidders <b>must</b> include an organizational chart.		
6.2.2	The TVDSB reserves the right at any time after the closing date, to request from any bidder evidence of its financial standing and stability, including that of each of its officers, directors and principals. All bidders agree to provide at their own expense all such above-related information as may be requested by the TVDSB within four (4) days of the date of any such request.		
6.2.3	Bidders are required to list any and all pending or ongoing legal claims or disputes where the bidder could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.		
<b>7.0</b>	<b>BID SUBMISSION</b>		
<b>7.1</b>	<b>BIDDER'S RESPONSE GUIDE</b>		
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	Printed and signed copies of all Worksheets.		
7.1.3	Failure to respond in electronic format will deem the bid noncompliant.		
7.1.4	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.4 - Labeling of Envelope).		
7.1.5	Proponents' submissions should include page numbers for ease of reference by committee members.		
7.1.6	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		
7.1.7	Supplemental materials will not qualify as substitutes for direct responses to the bid's requirements unless specifically requested.		

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<b>8.0</b>	<b>AWARD</b>		
<b>8.1</b>	<b>EVALUATION PROCESS</b>		
8.1.1	An evaluation committee will be established to evaluate bid submissions.		
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		
8.1.3	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the evaluation criteria shown in Worksheet D - Criteria & Weighting.		
8.1.4	Compliant bidders may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted. Notification will be given to qualified bidders as to the time and place. The presentation shall be at the expense of the bidder.		
8.1.5	Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.		
8.1.6	The determination of equal quality will be based on our internal professional opinions.		
8.1.7	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.		
<b>8.2</b>	<b>AWARD AND NOTIFICATION OF CONTRACT</b>		
8.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been made:		
8.2.1.1	<a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
8.2.1.2	"Board"		
8.2.1.3	"Purchasing"		
8.2.1.4	"Bids"		
8.2.1.5	Scroll to the end of the document, click "Proceed to inquiry/download page".		
8.2.1.6	Proceed to the Bid, click		
8.2.1.7	"Results - Check Mark"		
8.2.1.8	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		
<b>8.3</b>	<b>DEBRIEFING</b>		
8.3.1	Not later than 60 Days following the date of posting of a contract award notification in respect of the RFP, a Bidder may contact the Buyer requesting a debriefing from the TVDSB, and the TVDSB shall conduct such debriefing in accordance with the requirements of the Ontario Broader Public Sector Procurement Directive..		
8.3.1.1	Any request that is not timely received will not be considered and the Bidder will be notified in writing.		
8.3.1.2	Bidders should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until such time as a contract award notification has been posted.		
<b>8.4</b>	<b>BID PROTEST PROCEDURE</b>		
8.4.1	In the event that a Bidder wishes to review the decision of the TVDSB in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Bidder shall submit a protest in writing to the TVDSB within 10 Days from such a debriefing.		
8.4.2	Any protest in writing that is not timely received will not be considered and the Bidder will be notified in writing.		
8.4.3	A protest in writing shall include the following:		

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8.4.3.1	A specific identification of the provision and/or procurement procedure that is alleged to have been breached;		
8.4.3.2	A specific description of each act alleged to have breached the procurement process;		
8.4.3.3	A precise statement of the relevant facts;		
8.4.3.4	An identification of the issues to be resolved;		
8.4.3.5	The Bidder's arguments and supporting documentation; and		
8.4.3.6	The Bidder's requested remedy.		
8.4.3.7	In the event of any dispute or claim arising between the Board and any proponent as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim within fourteen (14) calendar days of dispute or cause of action arising. The parties agree that they will first work together in good faith to resolve the matter internally by escalating it to higher levels of management and then if necessary, use mutually agreeable alternative dispute resolution prior to resorting to litigation. Each party shall continue performing its obligations during the resolution of any dispute.		
<b>Todd Springer</b> <b>Purchasing Services</b>		<b>Ruth Tisdale</b> <b>Chairperson</b>	

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>9.0</b>	<b>ELECTRONIC BIDDING INSTRUCTIONS</b>		
<b>9.1</b>	<b>DOWNLOADING BID DOCUMENTS</b>		
9.1.1	All documents are available from the TVDSB Web Site at <a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
9.1.2	Click "Board"		
9.1.3	Click "Purchasing"		
9.1.4	Click "Bids"		
9.1.5	Read "Electronic Bidding Instructions, Bid Download and Bid Results" or "Bids"		
9.1.6	Click "Proceed to Inquiry/Download page"		
9.1.7	Click on the "Name of the Bid" to view documents in PDF format.		
9.1.8	Click on the "NEW" logo to be directed to the TVDSB Client Portal.		
9.1.9	Follow log in instructions beginning with item 2.2.1.7.		
<b>9.2</b>	<b>COMPUTER SYSTEM REQUIREMENTS</b>		
9.2.1	To use the electronic system, proponents must be using Microsoft Internet Explorer.		
<b>9.3</b>	<b>BID WORKSHEETS</b>		
9.3.1	Download the file "2014Appendices655.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 Requirements: in Excel format		
9.3.1.1.3	Worksheet C Pricing: in Excel format		
9.3.1.1.4	Worksheet D Criteria and Weighting: in Excel format		
9.3.2	Complete the worksheets.		
9.3.3	Print and sign all worksheets. The printed and signed copies must be returned as hard copies.		
9.3.4	Upload files back to the TVDSB using the "Your Uploaded Files for this Tender" area.		
9.3.5	The "Bid Report" button must be clicked to initiate the transfer of any uploaded files into our system.		
<b>9.4</b>	<b>LABELING OF ENVELOPE</b>		
9.4.1	ADDRESS BID ENVELOPE AS SHOWN BELOW:		
9.4.2	From - Company Name & Address		
9.4.3	To: OFFICE OF THE TENDERS CLERK		
9.4.4	Thames Valley District School Board		
9.4.5	EDUCATION CENTRE,		
9.4.6	1250 Dundas Street,		
9.4.7	LONDON, Ontario		
9.4.8	N5W 5P2		
9.4.9	Utility Bill Management Service		
9.4.10	655/2014/TS		
9.4.11	Return Date: Friday, May 2, 2014 at 12:00:00 PM local time.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>10.0</b>	<b>SIGNATURE PAGE</b>		
10.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		
10.2	I hereby acknowledge and agree that I have read and completed all of the preceding Contract Terms and Conditions and all Appendices. All required Appendices are included in our bid submission.		
10.3	I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:		
10.4	NAME (Please print):		
10.5	TITLE:		
10.6	SIGNATURE:		
10.7	FIRM NAME:		
10.8	State the legal entity that your organization operates under:		
10.8.1	Proprietorship		
10.8.2	Partnership		
10.8.3	Corporation		
10.9	If your organization is incorporated, bidders <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:		

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Item No.	Description	Yes (Comply) or No (Cannot Comply) Response	Explanation of Answers
<b>B1</b>	<b>Background</b>		
B1.1	TVDSB intends to award a contract to secure the utility bill management services for all of the properties within the TVDSB portfolio. The successful proponent will be responsible for the complete handling of all utility bills from receiving them, entering them in the system, ensuring the preauthorized payment process for the bills and summarizing the payables for the Board, to updating the accounting system via the general ledger file. Services provided must be on a web-based platform. Number of utility bills per month shall be upwards of 740 supplied by upwards of 20 different utility providers.		
<b>B2</b>	<b>Scope of Services for Bill Management</b>		
B2.1	Collect and consolidate utility invoices for all properties; conversion of all invoices into electronic format for bill administration.		
B2.2	Provide accessibility to the information, individual account status, reports, and related data through a secure, widely accessible data system by concurrent users from corporate and other locations.		
B2.3	The previous 5 complete years of data to be imported. If contract is not executed at the end of TVDSB's fiscal year (August 31, 2014), any additional data for the most current incomplete year must also be included. All data is to remain accessible for the duration of the contract.		
B2.4	Provide standard reports that include, but are not limited to:		
B2.4.1	<b>Summary Reports</b> — board-wide report for each utility that allows navigation through reports for different groupings that are set-up, and for different service types.		
B2.4.2	<b>Statistical Reports</b> — Incorporate comprehensive analysis to identify anomalies and problems (including benchmark analysis showing different cost ratios for facilities, monthly weather comparison by site, usage and demand analysis displaying up to 24-month trends by site for each reporting metric, and interval data analysis at the site level).		
B2.4.3	<b>Comparative Reports</b> — Show the performance of sites, vendors, and groupings over a selected period.		
B2.4.4	<b>Financial/Accounting Reports</b> — view site information (including information about vendor accounts, bills for a selected site or vendor by service type, and changed accounts showing vendor account number changes)		
B2.4.5	<b>Year-End Summary Report</b> - Annual costing by site and utility that corresponds to utility bill payment dates.		
B2.5	Create and provide additional custom reports as required to meet the information needs of the TVDSB should the standard reports above not be sufficient.		
B2.6	Provide utility bill auditing and error correction, with the objective of uncovering billing errors, usage abnormalities, inaccurate rate applications, etc. Vendor must document any problems or opportunities discovered in this data and report potential savings to the TVDSB along with recommendations for corrective action to be taken. Provide information on how bills/data is audited for errors and the process for error resolution.		
B2.7	Provide monthly bank reconciliation for the preauthorized payment and the billing based on the utility invoices received from the suppliers: monthly customized interface, monthly HST non-rebate and annual HST rebate.		
B2.8	Direct integration of financial and accounting information to the existing general ledger system: provide seamless interfacing with TVDSB's accounting system; data download/interface with TVDSB's general ledger and/or accounting system must coincide with and support the TVDSB's monthly accounting cycles and criteria as needed. Provide a timeline for data availability with respect to the end of the month.		
B2.9	A summary of the billing administrative services is provided below:		
B2.9.1	Utility Bill Management		
B2.9.1.1	Ensure Pre-authorized Payment Process		
B2.9.1.2	Auditing and Validation		
B2.9.1.3	Variance and Exception Auditing		
B2.9.1.4	Error Resolution		
B2.9.2	Reporting		
B2.9.2.1	Monthly Bank Reconciliation Reports		

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Item No.	Description	Yes (Comply) or No (Cannot Comply) Response	Explanation of Answers
B2.9.2.2	Customized GL file for upload into TVDSB's accounting system.		
B2.9.2.3	Standard Web Reporting Package		
B2.9.2.4	Standard Transaction Reporting Package		
B2.9.2.5	Electronic Images of Processed Bills on a Quarterly Basis (state format to be provided)		
B2.9.2.6	Back up of data on a Quarterly Basis (state format to be provided)		
B2.9.3	Data Collection/Analysis		
B2.9.3.1	Detailed Account Data		
B2.9.4	Access, Security, Interface		
B2.9.4.1	Web Access 24/7		
B2.9.4.2	Tiered, Multi-User Interface with Security		
B2.9.4.3	General Ledger Interface File		
B2.9.5	Support		
B2.9.5.1	Account Management Support		
B2.9.5.2	Technical Support		
B2.10	The accounts to be covered include electric, natural gas, heating oil, propane, water, and sewer accounts for municipal, private, regulated, and deregulated utility companies.		
<b>B3</b>	<b>Scope of Services for Reporting Under Ontario Regulation 397/11</b>		
B3.1	The successful vendor <b>must</b> provide annual energy usage and greenhouse gas emissions data in a report format specified by the Provincial Government of Ontario. The first annual report of this contract shall be based on 2013 data and shall be provided before May 15, 2015, per the Regulation 397/11. Subsequent reports will be provided annually before the May 15th reporting deadline.		
B3.2	Specifically, the successful vendor <b>must</b> create and populate the custom report, "Energy Consumption and Greenhouse Gas Emissions Template" as specified in Ontario Regulation 397/11. This template includes:		
B3.2.1	Facility name, address, GFA (gross floor area).		
B3.2.2	Hours of operation		
B3.2.3	Number of portables		
B3.2.4	Energy consumed by type (electricity, natural gas, propane, steam, etc.)		
B3.2.5	Annual energy intensity, ekWh/yr/sqft		
B3.2.6	Please provide us with your experience in creating the reporting for Ontario Regulation 397/11.		
B3.3	The vendor <b>must</b> create a seamless deliverable to TVDSB. It <b>must</b> be available on the vendor website at any time to TVDSB and can be uploaded on any website or intranet site TVDSB has to comply with the government's mandate under the regulation to "make available to the public" this data.		
B3.4	TVDSB shall provide any missing data required to populate the Template for Regulation 397/11 – such as annual report of number of portables per school, annual listing of square footage per facility		
<b>B4</b>	<b>Collection of Bills</b>		
B4.1	As the collection and capture of utility bills into computer records varies widely in the industry, TVDSB does not wish to prescribe what method must be used to perform this step. However, there are some requirements from a business perspective that TVDSB would expect the vendor to perform.		
B4.1.1	Change of Address – Since most providers maintain post office boxes to receive the invoices from utilities, the vendor <b>must</b> :		
B4.1.1.1	Initiate a change of billing address for the utility accounts as part of implementation, and further to manage the process of checking for missing bills		
B4.1.1.2	Contact the utilities to perform the change of address on behalf of TVDSB.		
B4.1.1.3	Provide status reports to TVDSB regarding the change of address process.		
B4.1.2	Bill images <b>must</b> be retained so that the original bill bitmap image can be reproduced as a PDF, JPG, PNG, or similar file format.		
B4.1.3	Once invoices have been imported into the vendor's platform, the invoices <b>must</b> be visible via the website within one business day.		
B4.1.4	Provide a timeline from the receipt of an invoice by vendor from the utility company to online access of the invoice information.		
B4.1.5	Data Quality – Please provide details on how errors are found, fixed, and reported in the data quality from the data capture process.		
B4.1.6	Please detail how special bill notices, inserts, or messages on bills are captured and transmitted. (For example, backflow notices, deposit requirements or rate notifications).		

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Item No.	Description	Yes (Comply) or No (Cannot Comply) Response	Explanation of Answers
B4.1.7	The previous balance <b>must</b> be identified and captured for reporting. Alternatively, current charges and fees vs. any balance carried forward should be viewed on a report at a meter or account level.		
B4.1.8	How are final bills or supplier changes identified on reports to provide a continuous picture financially, but also correctly identify the switch in accounts?		
B4.1.9	At what level does your company provide data capture?		
<b>B5</b>	<b>Website Requirements</b>		
B5.1	Access to reports, invoices, and online functions <b>must</b> be available online via an internet website or portal. The website or portal <b>must</b> include the following functionality and/or attributes:		
B5.1.1	The connection to the website <b>must</b> support at least 128-bit encryption, consistent with accepted business practices to secure data.		
B5.1.2	The website <b>must</b> encrypt passwords and store only non-reversible hashes of passwords or other sensitive data.		
B5.1.3	The provider <b>must</b> be SAS-70 Type II audited (or Canadian equivalent) and provide a copy of the most recent complete audit report with the proposal.		
B5.1.4	All functions <b>must</b> render correctly using Internet Explorer 7 and above.		
B5.1.5	The website <b>must</b> be usable without any installs, plug-ins, ActiveX components, or applications being installed on the user's computer. It can be assumed that a PDF reader is installed and can be rendered on the web page if needed. Any other installs or components required <b>must</b> be noted in the proposal.		
B5.1.6	All reports on the website <b>must</b> allow export to Excel, PDF, or CSV files. (It is acceptable for large reports to be batched and emailed so as not to burden the vendor's systems).		
B5.1.7	All bill images <b>must</b> be accessible via website for display or download in PDF, JPG, PNG, or similar file format.		
B5.1.8	Different constituent users supported – While the accounting department is a key user of the services and therefore reporting data, operations will also require access to data for their properties. The website <b>must</b> be usable and accessible by a number of users within the organization and not a single user or type of user.		
<b>B6</b>	<b>Service Level Agreements (SLA)</b>		
B6.1	Please detail the service-level agreements that your company provides to clients. How are the failures recognized (in terms of metrics) and how will the vendor work with TVDSB to resolve the failure? Specifically, TVDSB is interested in:		
B6.1.1	Timely processing of bills		
B6.1.2	Data Quality – correct invoices, correct reports, and reconciliation of utility bill pre-authorized payment withdrawals with actual utility bill invoicing.		
B6.1.3	Time to respond to identified issues - please state response time.		
<b>B7</b>	<b>Implementation Project Plan</b>		
B7.1	TVDSB needs to understand data, review, input, and time requirements on TVDSB's resources to support the implementation of the services.		
B7.2	TVDSB wishes to provide the vendor with complete and accurate information, and provide necessary support to implement this service successfully. Historical general ledger, usage, and budget data can be provided for at least twenty-four months to assist with implementation. This should ensure that all properties, utility companies, accounts, meters, and payments are set up correctly during implementation.		
B7.3	Please provide any required decisions, data, and other means of support that is part of your standard implementation process. Please also provide a high-level project plan that will ensure we are successfully running on implementation date on your platform, assuming a finalized contract date of June 2014.		
<b>B8</b>	<b>Ownership of Data</b>		
B8.1	The utility invoice data, any TVDSB -specific metrics, and all organizational- or performance-related data belong to TVDSB and must be treated as such. Unless otherwise permitted by TVDSB, the vendor is not allowed to disclose data or any identifiable aggregate or rollup of data to a third party.		
B8.2	The data remains the property of TVDSB and as such, TVDSB can request a copy of the data at any time and said data will be provided within three business days.		

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

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

<i>Item No.</i>	<i>Description</i>	<i>Yes (Comply) or No (Cannot Comply) Response</i>	<i>Explanation of Answers</i>
<b>B9</b>	<b>Auditing</b>		
B9.1	TVDSB reserves the right to audit individual properties or accounts for whatever reason TVDSB requires. Typically this will be performed via the website and would not require resources from the vendor unless discrepancies or issues are found. After any such findings, TVDSB would expect a timely response and resolution to these findings.		
<b>B10</b>	<b>Vendor Background</b>		
B10.1	Please include a brief company history, details of ownership and management team, and volume processed on a regular basis. Experience, financial strength, and demonstrable competence are all qualities that the selected vendor should possess.		
B10.2	Please outline your experience in utility bill management (length of experience).		
B10.3	Please state the name, title and location of the main contact that will be assigned to this contract.		
<b>B11</b>	<b>Value Added Benefits</b>		
B11.1	Please provide details if there is any area of the service offering that is your strength or market differentiation, and that you feel TVDSB should consider in the evaluation process.		
B11.2	If your company has strengths in related areas (such as Telecom invoice processing, interval meter data, or innovative invoice payment solutions), please highlight them in your response as well.		

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

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

		<i>Fee</i>	<i>Comment</i>
	<b><i>All proposals must clearly outline the responsibilities both of the TVDSB and the successful vendor. ALL costs payable by the TVDSB for these services must be clearly defined. Bidders must clearly describe your fees and fee schedule .</i></b>		
<b>C1</b>	<b>Pricing Assumptions</b>		
C1.1	Projected costs of contract lifecycle based on current and expected future portfolios will be used for an apples-to-apples comparison of service costs.		
C1.2	TVDSB recognizes that the systems used to process invoices may contain licenses, intellectual property, third-party components, etc. The vendor <b>must</b> take care of all necessary encumbrances to provide the service without TVDSB's knowledge or liability to pay any access fees, subscriptions, licenses, leases, or other fees outside of the details on the pricing form.		
C1.3	There <b>must</b> be no hidden fees. If a fee is difficult to explain, please provide examples of when it would apply or how it would be calculated. TVDSB is interested in a simple fee structure; however, if there are financial impacts to the vendor that result in services being paid for in a different model, these will be considered if it is mutually better for the relationship and certainty of expenses.		
C1.4	It is desired that the monthly service fees be all-inclusive of other services. However, if the vendor is considering bidding a higher price due to uncertainty of the occurrence of a service, TVDSB would appreciate a realistic price per incident of that service to take uncertainty out of the bidding process. Please detail such services or occurrences so that TVDSB can determine the total contract price and monthly charges for the life of the contract.		
C1.5	Please include details that cover scenarios when properties are added or dropped from the portfolio of properties. As a normal course of business this is done from time to time, and should not impact the pricing unless known up front.		
<b>C2</b>	<b>Service Fee Schedule</b>		
C2.1	Please provide pricing for the following items:		
C2.1.1	Implementation Costs		
C2.1.1.1	Installation or Configuration		
C2.1.1.2	History Data Import (as required by vendor)		
C2.1.2	Monthly Administration Charges		
C2.1.2.1	Monthly Per Bill charge		
C2.1.3	Per Instance Services (P.O. Boxes, Reports, Data Extracts, etc.)		
C2.1.4	Addition, Deletions, and Changes of accounts		
C2.1.4.1	Any properties added/deleted (i.e. open/close services)		
C2.1.4.2	Change in energy suppliers		
C2.1.5	Collection Fees – (Lockbox fees, multiple pages, consolidated bill surcharges)		
C2.1.6	Custom Reporting or Consulting Fees - rates and when applied (how to determine when rates are applied; the request is outside the scope of services above). As before, if the vendor has additional services that they might wish to provide at a future date or include at no extra fee, please provide details outside of the RFP response.		
C2.1.7	Specific annual fees related to the reporting under Ontario regulation 397/11		

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

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	<b><u>CRITERIA</u></b>	<b><u>POSSIBLE POINTS</u></b>	<b><u>POSSIBLE SUB-POINTS</u></b>	<b><u>COMMENTS</u></b>
1	Company Profile	8		
			1	Number of years in business
			1	Main contact named
			1	Experience in Bill Management
			5	Auditing
2	Requirements	47		
			15	System Demo
			2	Methodology for bill auditing
			1	Methodology for Error resolution
			2	Time to respond to issues.
			2	Data input timeline
			1	Experience with Ontario Reg. 397/11 report
			2	Bill Publishing Timeline
			1	Bill Insert Handling
			5	Data Capture
			1	Website software installations
			1	User access level description
			5	Project plan
			5	TVDSB Involvement
			4	Strengths/ Market Differentiation
4	Price	50		
			10	Implementation cost
			40	Monthly cost
5	References	18		
			18	Based on returned reference questionnaire.
	TOTAL	123	123	