



Toronto Catholic District School Board
80 Sheppard Avenue East
Toronto, Ontario
M2N 6E8

Provision
of
LINC 5-7
Printed Binders and CD Compilations

Request for Quote (RFQ)

Reference: P-094-09

Date: June 30th, 2009

Closing Date: July 14th, 2009

Closing Time: 3:00:00 p.m.

RFQ Coordinator

Tracy Assis

Materials Management Department
Toronto Catholic District School Board
80 Sheppard Avenue East

Toronto, Ontario

M2N 6E8

Tel: (416) 222-8282 ext. 2211 Fax: (416) 512-3440

E-Mail: tracy.assis@tcdsb.org

Sealed submissions will be received at the Catholic Education Centre located at 80 Sheppard Ave East **before** 3:00:00 p.m., local time, on **July 14th, 2009**. They must be time-stamped and placed in the tender box located on the 4th floor in the Materials Management department.

Late or facsimile submissions will not be accepted or considered.

STATEMENT OF WORK:

The Toronto Catholic District School Board's, (hereinafter referred to as "The Board") requests bids from qualified vendors for the provision and printing of Binder(s) and CD compilations for the LINC 5-7 program as specified in Appendix "A" bid form. Delivery will be to one location in the GTA.

TERM OF AGREEMENT

The term of this agreement is for a period of two (2) years from date of acceptance with an option to extend for an additional year at the Board's discretion. No vendor contracts will be signed. The Request for Quote documents and the Bid Form will be the basis for the purchase agreement.

SCHEDULE OF EVENTS

Issuance of RFQ	June 30 th , 2009
Questions Deadline	July 7 th , 2009
Bid Submission Deadline	July 14 th , 2009

RFQ COORDINATOR

An RFQ Coordinator has been assigned by the Board. All communications to the Board with reference to this RFQ must be channeled through this RFQ Coordinator, whose name and address appear below:

Tracy Assis, CPPB
Senior Buyer
Materials Management Department
Toronto Catholic District School Board
80 Sheppard Avenue East
Toronto, Ontario
M2N 6E8
Tel: (416) 222-8282 ext. 2211 Fax: (416) 512-3440
E-Mail: tracy.assis@tcdsb.org

SEALED SUBMISSION

The Board reserves the right to accept the whole or any part of the quotation. The lowest price will not necessarily be accepted.

Responses must be addressed and delivered on or before 3:00:00 p.m., local time, **July 14th, 2009** in a sealed package to the following address:

Tender Box, 4th Floor, Materials Management Department
Catholic Education Centre
BID Coordinator: Tracy Assis, Senior Buyer
Toronto Catholic District School Board
80 Sheppard Avenue East
Toronto, Ontario
M2N 6E8
Reference: RFQ- Printing of Calendar P-094-09

DOCUMENTS PROVIDED

Bidders shall promptly examine all the Bid documents after receipt. Any errors, omissions, or ambiguities discovered therein should be reported to the Bid Coordinator. If necessary and time permits, Addenda may be issued to all Bidders before the closing date. Unless confirmed by Addendum, Bidders shall not take into consideration any instructions or answers modifying the Bid Documents.

The Bid Documents shall consist of the following:

- Instructions to Bidders,
- Appendix "A" – RFQ Bid Form
- Appendix "B" – References
- Appendix "C" – General Business and Account Management Information
- Appendix "D" – Related Experience
- Appendix "E" – Agreement to Abide
- All Addenda issued

DOCUMENTS REQUIRED

The Bidder's response shall consist of:

- Page initialled Instructions to Bidders and the completed Appendices A through E.
- Minimum of 3 samples of similar project(s) completed for other clients;
- All Addenda issued

DELIVERY OF RESPONSE

Bids received after the Bid Submission Deadline will not be considered. Bidders are solely responsible for ensuring that bids are delivered as required. Delays caused by any delivery service, including Canada Post, will not be grounds for an extension of the Proposal Submission Deadline. Faxed transmissions, telegrams or other forms of unsealed bids will not be considered.

QUESTIONS

All questions and requests for clarification must be submitted to the Bid Coordinator named in this document. Neither the Board nor its agents shall be responsible for any instructions or information given to any Bidder orally. Under no circumstances are Bidders to contact or discuss the bid with school staff.

Bidders may submit written questions to the Bid Coordinator by e-mail. The final date for questions is **July 7th, 2009**

No employee or representative of the Board is authorized to amend or waive the terms of the Bid documents in any way unless the amendment or waiver is approved and signed by the Bid Coordinator.

It shall be the responsibility of each Bidder to inform itself of all aspects related to this Bid. Should any details necessary to a clear and comprehensive understanding be omitted, or any errors appear in the bid document, or should the Bidder note facts or conditions which in any way conflict with the letter or spirit of the bid documents, it shall be the responsibility of the Bidder to obtain clarification before submitting its bid. Preferred method of communication is email.

ADDENDA

Any changes or revisions to this RFQ will be issued in writing as formal addendum to all Bidders.

SUBMISSIONS

No alterations will be accepted after the specified closing time for submitting bids. However, Bidders may alter or withdraw their bids at anytime before this closing time.

The bids, once submitted, may be accepted by the Board, in whole or in part, for a period of 90 days from the Closing Date

QUANTITIES

Any unit quantities if specified are estimates only and are subject to Board revision. They are provided without commitment or liability to Board.

PRICES

Prices must be submitted in Canadian dollars. **The prices quoted must include the cost of delivery.** The successful bidder must pass on to the Board, during the term of any contract awarded through this bid, any reduction in prices at the time of announcement from the manufacturer up until the time of shipment. .

PRICE PROTECTION

Prices are to be firm for the length of this contract. The intent of this requirement is to have capped pricing, as per original bid, for the entire term of this contract. However, if world or market conditions change, this statement would allow for justified price changes. The Board would anticipate, however, that prices would be generally decreased and not increased. Written notification requesting approval of any increase to original bids must be directed to the Senior Manager, Materials Management.

BILLING

The supplier shall submit billing statements directly to the Board. Billing statements to the Board will clearly set out and itemize the following information regarding purchases by or through the Board. Receipts shall identify the location, individual line item description, the signature of the individual accepting delivery, the purchase order number, the quantities shipped and or services rendered.

PAYMENT TERMS

Board standard terms are net 30. Payment will be in Canadian funds. Please indicate any payment discount options that are available.

TAXES

Taxes are to be excluded from all prices quoted.

ACCOUNT MANAGEMENT

The Bidder must provide a single point of contact (account manager) and alternate for all issues related to the work to be performed as stated herein. All warranties must be indicated on a per item basis. The Bidder may be requested to provide management reporting related to the Board's spending with the Bidder.

EVALUATION PROCESS & AWARD

Responses will be reviewed by an Evaluation Committee responsible for selection. Responses will be evaluated on the ability of the Bidders to satisfy all defined requirements.

An award will be based on the lowest cost meeting specifications; various factors considered, such as cost, quality, service, ability, experience and agreement of contract terms.

Although it is the Board's intent to award the entire project to one vendor, the Board reserves the right to award any part of this project to more than one vendor if the vendor's bid poses to be more cost effective and advantageous to the Board.

Neither the lowest priced nor shall any bid necessarily be accepted.

In the event that a successful Bidder fails or refuses to enter into and duly execute a contract within a reasonable time, the Board reserves the right, at its sole discretion, to enter into contract with another vendor, not to accept any bid or to call for new bids.

ACCEPTANCE

A delay may occur between the receipt of submissions and the announcement of awards. Submission requiring immediate acceptance by the Board may or may not be considered, at the Board's option.

HOLD HARMLESS

The Bidder also agrees to defend, indemnify and hold harmless the Board, and its respective Board members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and, expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or wilful acts or omissions of the Bidder, its officials, agents and employees and subcontractors in the performance of the Contract.

NO LIABILITY FOR EXPENSES

The Board shall not be liable for any expenses incurred in the preparation and submission of the response.

NO ADJUSTMENTS TO RESPONSES/BIDS

No adjustments to submitted Bids will be permitted after the RFQ Submission deadline. Bidders may withdraw their Bid prior to the deadline by notifying the Board in writing. Bidders who have withdrawn a Bid prior to the submission deadline may submit a new bid, which must be received by the Board prior to the Bid Submission Deadline. If a Bidder has not withdrawn their Bid prior to the Bid Submission Deadline, the submitted Bid will be considered the Bidder's submission for this RFQ

NO ASSIGNMENTS PERMITTED

The successful Bidder shall not assign any part of this project awarded to it under the Agreement without the prior written consent of the Board. .

RIGHTS TO DISQUALIFY

The Board reserves the right to disqualify bid's not submitted in strict accordance with the requirements of the BID Documents.

Bids received after the Bid Submission Deadline will not be considered. Bidders are solely responsible for ensuring that Bids are delivered as required. Delays caused by any delivery service, including Canada Post, will not be grounds for an extension of the Bid Submission Deadline. Faxed transmissions, telegrams or other forms of unsealed Bids will not be considered.

RIGHT TO REJECT

The Board reserves the right to reject any bid whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, the Board may request clarification where any Bidder's intent is unclear and may waive or request amendment where, in the opinion of the Board there is a minor irregularity or omission in the information that is to be submitted in a required document. It must be clearly understood that if there is any evidence of misleading or false information having been given, the Board may, at its sole discretion, reject the bid.

The Board reserves the right to reject a bid from a Vendor who is or has been involved in litigation with the Board directly or indirectly within five (5) years immediately preceding of the issue date of this bid.

In cases where the Board is unable to ascertain the level of the Bidder's compliance with the requirements from the Bidder's response, the Board may assume the most restrictive interpretation without resorting to requesting further information and clarification from Bidders. Should the need arise; verification of responses given will be done through any means possible.

Bidders must be prepared if requested, to present evidence of experience, ability, capacity, financial resources and reputation deemed necessary by the board in the performance of the contract.

RIGHT NOT TO PROCEED

The Board reserves the right not to proceed with this BID and to reject all or any of the bids.

RIGHT TO TERMINATE

The Board may terminate this BID for any reason or for no reason.

The Board may terminate a contract without notice if the successful Bidder is in breach of its bid or any of the BID Documents or if subsequently the successful bidder fails to provide sufficient skilled forces to satisfy the expectations of the Board. The Board remains the final judge of these expectations.

RIGHT TO CANCEL

The Board reserves the right to cancel a contract upon giving 30 days written notice, if a new Board of Trustees, elected during the term of the contract, decides that the contract should be cancelled for whatever reason.

The Board reserves the right to cancel a contract if required by Provincial Legislation.

UNSATISFACTORY PERFORMANCE

If the successful Bidder for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the BID and any resultant Contract, the Board may treat the Contract with the Bidder as terminated. In addition, the Board may, at its option, either:

- (a) Consider that the Bidder has withdrawn any offer made or has abandoned the Contract if a Contract has been made with the Board whereupon the Contract shall become null and void; or,
- (b) Require the Bidder to pay the Board the difference between its bid and any other bid which the Board accepts, if the latter requires a greater payout by the Board, and, in addition, to pay to the Board any costs which the Board may incur by reason of the Bidders failure or default, and further the Bidder will indemnify and save harmless the Board, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatsoever and however incurred which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Bidder.

In addition, the Board may consider disqualifying the Bidder from participation in future tenders or Bid's issued by the Board.

DISPUTE RESOLUTION

In the event of any dispute or claim arising between the Board and the Bidder as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim. The notifications of dispute or claim shall be made within thirty (30) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the laws of Ontario. If no agreement is made before arbitration concludes, then either party may submit the dispute to such judicial tribunal as the circumstances may require.

RIGHT TO CONTRACT FOR IDENTICAL OR SIMILAR GOODS

By entering into a Contract, the Board shall not limit its right to contract for identical or similar goods from any other source should the successful bidder be unable to supply the required item or service within the required time frame.

CANADIAN CONTENT

In the case of all things being equal, the Board reserves the right to allow preference to the response having the higher local content, in the following order: Toronto, the Province of Ontario, Canada.

LOBBYING

The Board has established a prohibition on lobbying during all competitive tenders, Bid's and RFQ's. The Board has designated a bid coordinator for this request for bid to respond to all communications with respect to the call, from the time of issuance, during the competitive process, and up to and including the announcement of award.

Vendors or any representatives employed or retained by them, or any unpaid representatives acting on behalf of either to promote a bid or oppose any competing bid are strictly prohibited from communicating, either verbally or in writing, with any other Board employees or elected officials from the time of issuance until the time of award.

Any vendor found to be in breach of the Policy will be subject to disqualification from the particular call or future calls at the discretion of the Board.

RELEVANT POLICIES

The Board has a number of policies which are relevant in the context of the Tender and Bid process and with which Bidders should become familiar. The following policies may be found as follows:

Purchasing Policy- <http://www.tcdsb.org/policyregister/FP01.html>
Sweatshop Free Purchasing- <http://www.tcdsb.org/policyregister/FP04.html>
Conflict of Interest-Employees- <http://www.tcdsb.org/policyregister/HM31.html>
Conflict of Interest- Trustees- <http://www.tcdsb.org/policyregister/T01.html>
Acceptance of Hospitality or Gifts- <http://www.tcdsb.org/policyregister/HM33.html>

TREATMENT OF INFORMATION

- 1) All requirements, documentation, and information obtained by the bidder in connection with this Tender are the property of the Board and must be treated as confidential and not used for any purpose other than for replying to this Tender, and for fulfillment of any subsequent contract(s) if awarded.
- 2) All information obtained by the Board from bidders in connection with this Tender, will remain with the Board. This information will be retained for public records purposes subject to the provisions of the Municipal Freedom of Information and Privacy Protection Act, R.S.O. 1990, (MFIPPA).
- 3) Any information the bidder wishes to identify as proprietary and have maintained as confidential, excluding unit pricing information, MUST be clearly identified as such and any proposed restrictions on disclosure specified.
- 4) It should be noted that for purposes of a report to the Board, per unit costs will be reported in a public report to the Board and will not be considered confidential.
- 5) The Board under the provisions of MFIPPA may be ordered by the Information and Privacy Commissioner of Ontario to disclose information identified as proprietary and confidential.
- 6) Bids will be disqualified if information relevant to the evaluation process cannot be retained for possible disclosure in established audit processes.

DECLARATION

No person, firm or corporation other than the Bidder has any interest in this quotation or the subject matter herein.

This submission is made by the Bidder without any connection, knowledge, comparison on figures or arrangements with any other person or persons making a submission for the same work, and is in all respects fair and without collusion or fraud.

No employee of the Board is, will or has become interested, directly or indirectly, as a contracting party, partner, surety or otherwise howsoever in or in the performance of the Contract, or in the supplies, work or business in connection with the Contract or in any portion of the profits thereof, or in any of the moneys to be derived there from.

APPENDIX "A" BID RESPONSE FORM

Graphic Designer to supply digital files to Printer by September 21, 2009
Audio Producer to supply audio files to Printer by September 21, 2009
Printer to complete contract (books distributed) by November 20, 2009

PART A

LINC 5-7 Activities (June 2009):

TWO Documents, each in a binder with 2 CDs (4 CDs in total)

Printing Specifications **BINDER 1, with 1 jewel case and 2 CDs (1 with pdf and 1 with audio files)**

		Bid
3000	Copies of document , digital file supplied by client Approx. 520 pages printed two sides (260 sheets) Black plus one colour 70 lb white stock, 8.5 x 11, book offset, 3-hole punched Shrink wrap sets	\$ _____
3000 (x16)	Page dividers , sets of 16 (48000 sheets) Print text on tab, black ink 110 lb bright white card stock with laminated tabs	\$ _____
3000	Cover inserts , digital file provided by client 1-page, 1-sided, trapped sheet 4-colour (full colour) or 2 colour (2 separate quotes, please) 70 lb white stock	\$ _____
3000	Spine Inserts , digital file provided by client 1 page, 1-sided 4-colour (full colour) or 2 colour (2 separate quotes, please) 70 lb white stock	\$ _____
3000	2.5" D-ring white vinyl with clear sealed trapped sheet cover Including triggers and pockets Insert cover, spine inserts and seal Document pages not inserted	\$ _____
Total A		\$ _____
-		
<p>Ship completed documents (can ship with binder 2) 50 locations in GTA and 130 outside GTA but within Ontario</p>		

PART A

LINC 5-7 Activities (June 2009):

TWO Documents, each in a binder with 2 CDs

Printing Specifications **BINDER 2, with 1 jewel case and 2 CDs (one with pdf and one with audio files)**

3000	Copies of document , digital file supplied by client Approx. 520 pages printed two sides (260 sheets) Black plus one colour 70 lb white stock, 8.5 x 11, book offset, 3-hole punched Shrink wrap sets	\$ _____
3000 (x12)	Page dividers , sets of 16 (36000 sheets) Print text on tab, black ink 110 lb bright white card stock with laminated tabs	\$ _____
3000	Cover inserts , digital file provided by client 1-page, 1-sided, trapped sheet 4-colour (full colour) or 2 colour (2 separate quotes, please) 70 lb white stock	\$ _____
3000	Spine Inserts , digital file provided by client 1 page, 1-sided 4-colour (full colour) or 2 colour (2 separate quotes, please) 70 lb white stock	\$ _____
3000	2.5" D-ring white vinyl with clear sealed trapped sheet cover Including triggers and pockets Insert cover, spine inserts and seal Document pages not inserted	\$ _____
Total A-1		\$ _____
-		
Total PART A + A-1		\$ _____
 Ship completed documents (can ship with binder 1) 50 locations in GTA and 130 outside GTA but within Ontario		

PART B
CD Replication 1

3000	Jewel case inserts: 2-fold insert 4-colour (full colour) or 2 colour (2 separate quotes, please) 70 lb white stock, print on both sides	\$ _____
3000 x 2 (6000 CDs)	CDs (print on the CDs), - Black or 2 colour (2 quotes please) CD 1 contents: pdf files supplied by client CD 2 contents: redbook standard master CD Rs provided by client	\$ _____
3000	Jewel Cases (each jewel case to hold 2 CDs) Insert jewel case cover Insert 2 CDs in each jewel case Insert jewel cases in jacket of binder	\$ _____
Total B		\$ _____

CD Replication 2

3000	Jewel case inserts (2-fold inserts) 4-colour (full colour) or 2 colour (2 separate quotes, please) 70 lb white stock, print on both sides	\$ _____
3000 x 2 (6000 CDs)	CDs (print on the CDs), - Black or 2 colour (2 quotes please) CD 1 contents: pdf files supplied by client CD 2 contents: redbook standard master CD Rs provided by client	\$ _____
3000	Jewel Cases (each jewel case to hold 2 CDs) Insert jewel case cover, Insert 2 CDs in each jewel case Insert jewel cases in jacket of binder	\$ _____
Total B-1		\$ _____
TOTAL PART B + B-1		\$ _____

Bid Signature- P-094-09 Provision of LINC 5-7 Printed Binders and CD Compilations

Having carefully examined all of the Bid Documents for the above referenced RFQ and any applicable Addenda #'s _____ (if any issued) being collectively referred to as the RFQ Documents, and having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposes to furnish all labour, materials and/or equipment and services required by the said documents for the entire work, all in strict accordance with the RFQ Documents and by the dollar amounts quoted above.

Business Name:	Signature of Authorized Company Official:	Printed Name:
_____	_____	_____
Date: DD/MM/YY	Telephone:	Fax:
____/____/____	() ____-____	() ____-____
		E-mail: _____@_____

APPENDIX "B" - REFERENCES

Each Bidder shall provide the reference information as requested in this Bid. Failure to provide similar references may disqualify the Bidder from further consideration.

Reference #1

Company Name:
Company Address:
Contact Name:
Contact Telephone Number:
Date Services Provided (Work Undertaken):
Nature of Assignment:

Reference #2

Company Name:
Company Address:
Contact Name:
Contact Telephone Number:
Date Services Provided (Work Undertaken):
Nature of Assignment:

Reference #3

Company Name:
Company Address:
Contact Name:
Contact Telephone Number:
Date Services Provided (Work Undertaken):
Nature of Assignment:

Reference #4

Company Name:
Company Address:
Contact Name:
Contact Telephone Number:
Date Services Provided (Work Undertaken):
Nature of Assignment:

APPENDIX "C" - GENERAL BUSINESS & ACCOUNT MANAGEMENT INFORMATION

GENERAL INFORMATION

Legal Name of Business: _____
Address: _____
City/Town: _____
Prov.: _____ Postal Code: _____
Tel. No.: _____ Fax No.: _____
E-Mail: _____
Cellular No.: _____
Other Company Locations: _____

OWNERSHIP AND ORGANIZATION

Individual Partnership Corporation Corporate Registration Number: _____
How long in Business under present name: _____
Principal officers/shareholders: _____

ACCOUNT MANAGEMENT

State the primary point of contract for questions in relation to this RFQ as well as the primary Account Management individual.

PRIMARY POC FOR TENDER/BID/RFQ QUESTIONS

Name: _____ Position: _____
Telephone: _____ Cell Phone: _____ Fax: _____
E-mail: _____

PRIMARY ACCOUNT MANAGEMENT:

Name: _____ Position: _____
Telephone: _____ Cell Phone: _____ Fax: _____
E-mail: _____

Has the company stated above filed for or declared bankruptcy in the last seven years?

Yes _____ No _____

Is the company stated above delinquent in the payment of any Debt owed to other businesses, financial institutions or any other school boards to in include the Toronto Catholic District School Board?

Yes _____ No _____

APPENDIX "D" - RELATED EXPERIENCE

Please list your facilities (as well as # of employees at each):

Do you currently supply the Toronto Catholic District School Board or any other School Board? Yes_____ No_____

If so, please state location and work performed and/or products/services provided:

Have you previously supplied the Toronto Catholic District School Board? Yes_____ No_____

If so, please state location and work performed and/or products/services provided:

Please state all successful similar work performed related to the requirement in this Bid:

APPENDIX "E"

AGREEMENT TO ABIDE

The Board is advising its trustees, staff and agents that the integrity of the process requires observance of the following ground rules:

1. All communications, including requests for information, between suppliers and the school Board regarding this BID must be between only the representatives of the Board and each supplier who have been authorized and designated for that particular purpose.
2. Apart from the communications between and among the designated representatives, there must be no communication between the school Board and any representative of the supplier, and no giving of information with respect to the BID, BID processes and the final Agreement.
3. Any and all information made available by the Board to one supplier will be made available to all.
4. Any attempt on the part of any Vendor, or any of its employees, agents, contractors or representatives to contact any persons other than the designated representatives with respect to the BID or any action or violation of the above requirements will be grounds for disqualification, and the Board may, at its discretion, in addition to any other rights or remedies available at law, forthwith revoke the status of the supplier, and may reject any potential or actual submission or Bid submitted by that supplier.

Suppliers must accept and agree to observe the contents of this "Agreement to Abide by the Established Process", inform their staff thereof, and ensure their compliance therewith.

This agreement must be signed by a person who has the authority to bind the supplier and be submitted with the Bid.

Certification:

_____, Accepts, and undertakes to ensure compliance with the
Company Name term of the Agreement to Abide by the Established
Process.

Signature of the Responsible Office

