



**TENDER 407**  
**DIRECT BANDWIDTH TO SCHOOLS**

Issue Date: Monday, June 11, 2018  
Buyer: Todd Springer  
Issued by: The Thames Valley District School Board  
**Return Date: 12:00:00 noon, local time, Thursday, July 5, 2018**

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>1.0</b>	<b>INTRODUCTION</b>		
1.0.1	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 160 schools with an estimated enrolment of 75,000 students.		
1.0.2	The TVDSB may agree to permit other public organizations within Ontario to access any contract(s) that may result from this solicitation. The successful proponent(s) shall allow such access with the understanding that the participating organizations be responsible for their own contract management.		
<b>1.1</b>	<b>PURPOSE</b>		
1.1.1	The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB for <b>BROADBAND INTERNET CONNECTIONS</b> subject to the conditions herein.		
<b>2.0</b>	<b>BID DEFINITIONS AND INFORMATION</b>		
<b>2.1</b>	<b>DEFINITIONS</b>		
2.1.1	The following words are used throughout this bid document and proponents should note these conditions when completing their bid submission.		
2.1.1.1	The word "MUST" shall mean proponents "must" include the required information in bid submission. Failure to include the required information will deem submission noncompliant.		
2.1.1.2	The word "SHOULD" shall mean proponents "should" include the required information in bid submission.		
2.1.1.3	The word "NONCOMPLIANT" shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.		
2.1.1.4	The word "SUBCONTRACTOR" shall mean a person, firm or company hired by the proponent(s) or the successful proponent(s) to perform any portion or all of this bid.		
2.1.1.5	The word "QUALIFIED" shall mean a proponent who is compliant and has included the required information in their bid submission.		
2.1.1.6	BID IRREGULARITY: A deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the TVDSB.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
2.1.1.6.1	Major Irregularity: A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the proponent could gain an unfair advantage over competitors. The TVDSB will reject any bid submission which contains a major irregularity.		
2.1.1.6.2	Minor Irregularity: A deviation from the bid request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the proponent would not gain an unfair advantage over competitors. The TVDSB may permit the proponent to correct a minor irregularity.		
<b>2.2</b>	<b>STRUCTURE OF THIS BID</b>		
2.2.1	Proponents must use the online bid entry system which is available on the internet at:		
2.2.1.1	www.tvdsb.ca		
2.2.1.2	click on "I'D LIKE TO"		
2.2.1.3	click on "Go to Purchasing"		
2.2.1.4	click on "Bids"		
2.2.1.5	click on "Proceed to inquiry/download page".		
2.2.1.6	Proceed to the bid, click "New" icon		
2.2.1.7	You will be directed to the "TVDSB Client Portal"		
2.2.1.7.1	Proponents that already have a TVDSB Client Portal account:		
2.2.1.7.1.1	Click "TVDSB Login".		
2.2.1.7.1.2	Login using TVDSB Client Portal account and password.		
2.2.1.7.2	Proponents that do not already have a TVDSB Client Portal account:		
2.2.1.7.2.1	Click "Sign up now".		
2.2.1.7.2.2	Read TVDSB Client Portal Disclaimer, scroll to bottom and click "I agree" or "I do not agree".		
2.2.1.7.2.3	If "I do not agree" was clicked, you will not be able to proceed. If "I agree" was clicked, you will be taken to "New Account Application".		
2.2.1.7.2.4	Complete account information and click "Create My Account"		
2.2.1.7.2.5	Click "TVDSB Login".		
2.2.1.7.2.6	Login using new TVDSB Client Portal account and password.		
2.2.1.8	Within the Client Portal click "Open to Bid"		
2.2.1.9	Click on the "New" icon for the bid upon which you will be bidding.		
2.2.1.10	Download the 019Appendices407.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		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
2.2.1.10.1.4	Appendix A Sites: in Excel format		
<b>2.3</b>	<b>RETURN LOCATION</b>		
2.3.1	Sealed bid submissions <b>must</b> be returned to:		
2.3.2	"Tenders Clerk"		
2.3.3	Tenders Clerk's box, Basement, Education Centre		
2.3.4	Thames Valley District School Board		
2.3.5	1250 Dundas Street		
2.3.6	London, Ontario		
2.3.7	N5W 5P2		
2.3.8	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.5 - Labeling of Envelope).		
2.3.9	The bid submission <b>must</b> be returned to the "Tenders Clerk" for your bid submission to be accepted.		
2.3.10	Delivery to the "Tenders Clerk" is the responsibility of the proponent.		
2.3.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		
2.3.12	Late bids will be returned to the proponent, unopened, if a return address is included on the submission envelope.		
<b>2.4</b>	<b>IMPORTANT DATES</b>		
2.4.1	ISSUE DATE: Monday, June 11, 2018		
2.4.2	RETURN DATE and TIME: prior to 12:00:00 noon local time Thursday, July 5, 2018		
<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 email t.springer@tvdsb.ca no later than Friday, June 15, 2018. After this date no further inquiries, concerns or questions may be submitted. The TVDSB reserves the right to distribute a notice of content of any inquiry and the TVDSB's response to all other registered proponents. All questions pertaining to this bid document must be submitted in writing.		
2.5.2	Should any questions raised by a proponent necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site.		
2.5.3	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.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<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 2 1/2 years, unless otherwise provided herein, terminating on January 31, 2021.		
<b>3.2</b>	<b>PRICING</b>		
3.2.1	Proponents <b>must</b> complete the pricing section - Worksheet C.		
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> include delivery, F.O.B. destination.		
3.2.4	Prices <b>must</b> remain in effect for the initial 2 1/2 year term of the contract and thereafter only manufacturer's price increase (supported by documentation) will be allowed.		
3.2.5	It is the intention of the TVDSB to rationalize its supplier base. This contract may be awarded on a per item basis or on the best cost of various groupings. The groupings will be determined by the TVDSB. Each proponent agrees to the award on this basis.		
3.2.6	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 extra on all invoices in accordance with Canadian and Provincial Government regulations.		
<b>3.4</b>	<b>DELIVERY and ORDERING</b>		
3.4.1	Delivery for all items will be directly to our Schools, Distribution Centre, Educational Resource Centre, Facility Services Offices or Community Education Centres, as stated at <a href="http://www.tvdsb.ca/schools.cfm?subpage=3826">http://www.tvdsb.ca/schools.cfm?subpage=3826</a> .		
3.4.2	The successful proponent(s) bears the risk of loss with respect to equipment/supplies until delivery and/or installation is complete.		
3.4.3	TVDSB Purchasing Services will issue a Purchase Order.		
<b>3.5</b>	<b>INVOICING/PAYMENT TERMS</b>		
3.5.1	All invoices must be sent to the Thames Valley District School Board, P.O. Box 5888, London, ON N6A 5L1. Attention: Accounts Payable.		
3.5.2	Applicable taxes <b>must</b> be shown as separate line items on all invoices.		
3.5.3	Proponents should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.5.3.1	Proponents should state percentage discount for early payment and net payment terms.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
3.5.4	Purchase Order numbers <b>must</b> be stated on all invoices; invoices without the Thames Valley District School Board Purchase Order number will be returned unpaid.		
<b>4.0</b>	<b>SPECIFICATIONS/REQUIREMENTS</b>		
<b>4.1</b>	<b>QUALITY</b>		
4.1.1	Unless otherwise specified, supplies must be new, in good condition, fit for the purpose for which they are being acquired and free from defects. The decision of the TVDSB pertaining to items being rejected is final.		
4.1.3	The determination of equal quality will be based on our internal professional opinions.		
4.1.4	In addition to price, quality and suitability to school use will be among the first considerations. Delivery lead times, service, performance record, manufacturer's warranties and the value of the overall award will also be taken into consideration when awarding this contract.		
4.1.5	Any material, equipment, service or work ordered which, in the opinion of the TVDSB, does not completely fulfill the specifications must immediately be removed and/or completed to the specifications or sample quality at the expense of the successful proponent.		
4.1.6	The successful proponent(s) must carry out all work to the satisfaction of the TVDSB. All trade work is to be performed by appropriately certified staff.		
<b>4.2</b>	<b>QUANTITY</b>		
4.2.1	The successful proponent(s) will be responsible for supplying the quantities that are eventually ordered for each item awarded during the term of this bid at the quoted price.		
<b>4.3</b>	<b>REQUIREMENTS</b>		
4.3.1	For each requirement as described in Worksheet B, proponents must place a response in the appropriate column.		
<b>4.4</b>	<b>SUPPLIER OCCURRENCE REPORTS</b>		
4.4.1	The TVDSB reserves the right at any time during the contract period to evaluate the successful proponents service based on their contract performance.		
4.4.2	The successful proponent will be evaluated based on the evaluation form - Supplier Occurrence Reports (available upon request).		
4.4.3	Failure to meet the evaluation criteria may result in termination if performance is deemed unsatisfactory (as set out in Section 5.2.1 - Cancellation of contract / loss of service).		
<b>4.5</b>	<b>ENVIRONMENT</b>		
4.5.1	Proponent(s) <b>must/should</b> include a detailed description of any environmental initiative and how your program would be implemented and benefit TVDSB.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<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 proponent who has already submitted a bid may submit an addendum in writing and signed by the proponent at any time up to the official closing time. No facsimiles shall be accepted. The last submission shall supersede and invalidate all previous submissions by that proponent as it applies to this bid. Addenda must be submitted to the "Tenders Clerk" in the same manner and within the same time constraints as the bid submission.		
5.1.3	A proponent may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Withdrawal requests received after the closing date shall not be permitted. Submission withdrawals must be submitted to the "Tenders Clerk" in the same manner and within the same constraints as a bid submission.		
5.1.4	The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB to any firm or individual who submits a bid.		
5.1.5	The proponent <b>must/should</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 proponent.		
5.1.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful proponent(s) within 30 days of the award if in the opinion of the TVDSB the successful proponent(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the proponent		
5.1.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB reserves the right to decline any or all bid submissions, or to cancel the bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the TVDSB to any proponent for any expense, cost, loss or damage incurred or suffered by the proponent as a result of such withdrawal.		
5.1.9	All costs associated with the preparation of the bid submission will be solely the responsibility of the proponent.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.1.10	The TVDSB reserves the right to decline or purchase one or all items in this bid from one supplier or from multiple suppliers.		
5.1.11	All of the terms and conditions of this bid are deemed to be accepted by the proponent and incorporated into the proponent's proposal submission. It is the TVDSB's intention that the Terms and Conditions stated in this bid and the successful proponent's response to this bid will form the contract between TVDSB and the successful proponent(s). Any conflict in the wording of the proponent's invoice and/or sales agreement and the wording of the terms and conditions of this proposal, shall be resolved in favour of the TVDSB and shall be deemed to be incorporated into the proponent's invoice and/or sales agreement.		
5.1.12	The successful proponent(s) <b>must</b> not at any time subcontract any portion of its contract with the TVDSB nor shall it assign the contract without the written permission of the TVDSB. The successful proponent(s) must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		
5.1.13	While the TVDSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the TVDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve proponents from forming their own opinions and conclusions in respect to the matters addressed in this bid document.		
5.1.14	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of bid acceptance request a proponent to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the TVDSB. All proponents agree to provide all such additional information as, and when requested, at their own expense, provided no proponent in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.		
5.1.15	All TVDSB policies, procedures and regulations must be adhered to by the successful proponent(s).		
5.1.15.1	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		
5.1.15.2	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.15.3	The successful proponent(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB and each school.		

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

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



THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.1.16	The successful proponent(s) will reimburse the TVDSB for any damages through negligence or wilful acts of any of the successful proponent(s)' employees or contracted staff.		
5.1.17	The successful proponent(s)' employees and contracted staff shall not be considered TVDSB employees and shall not represent themselves as an agent of the TVDSB nor be eligible for any of the benefits provided to TVDSB employees.		
5.1.18	The TVDSB reserves the right to demand the removal of any successful proponent's employees or contracted staff engaged in this contract if, in the TVDSB's opinion, their conduct has been of an unacceptable nature.		
5.1.19	The successful proponent(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the proponent's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.		
5.1.20	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		
<b>5.2</b>	<b>CANCELLATION OF CONTRACT / LOSS OF SERVICE</b>		
5.2.1	The TVDSB reserves the right to terminate this contract with 30 days written notice if, in its opinion, the successful proponent(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful proponent(s) shall remain responsible for its obligations under this contract up to the date of termination. The TVDSB reserves the right to commence an action in a court of competent jurisdiction against the successful proponent(s) for damages that result from the breach of the terms and conditions of the contract, by the successful proponent(s).		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful proponent(s) under the contract the total outstanding amount from time to time and for all damage claims by the TVDSB or any third parties arising out of this contract which have not been resolved by the successful proponent(s) or its insurer.		
5.2.3	The TVDSB reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful proponent(s) for any indebtedness of the supplier that may impact on the TVDSB.		
5.2.4	The successful proponent(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful proponent(s), the TVDSB's staff or third party interruptions.		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.2.5	In the event that the successful proponent(s) becomes insolvent, and/or the successful proponent(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the TVDSB shall have the right to replace the successful proponent(s) with another service provider suitable to the TVDSB in addition to all of its other rights pursuant to the term of this bid.		
<b>5.3</b>	<b>FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT</b>		
5.3.1	Proponents 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 proponent, intellectual property right of the proponent, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.		
5.3.2	A proponent 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 proponent 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 proponents 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 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 from 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		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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 proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or service to persons with disabilities. The proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website: <a href="http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm">http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm</a>		
<b>5.6</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. Proponents wishing to do business with the TVDSB are asked to promote the purchase of goods from companies that operate in full compliance with the laws of their respective countries and with all applicable child labour laws, rules and regulations related to hiring, wages, hours worked, overtime and working conditions.		
5.6.2	Proponents should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.6.3	For proponents 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.) must be completely assembled and must bear a label showing approval of assembly prior to delivery. The TVDSB shall not accept any equipment that has not been inspected and approved. If not so approved, the TVDSB reserves the right to invoice the successful proponent(s) for the cost of certification/replacement.		
5.7.2	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 proponent(s) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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 Act Regulations. They <b>must</b> adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
5.7.5	No supplier will be awarded any product that requires a Material Safety Data Sheet unless the proponent complies with the conditions above.		
5.7.6	The TVDSB reserves the right to request a copy of a proponent's Health and Safety Policy, Procedures and Guidelines.		
<b>5.8</b>	<b>WORKPLACE SAFETY AND INSURANCE BOARD</b>		
5.8.1	The successful proponent(s) must ensure that all workers are covered by the Workplace Safety and Insurance Board for the duration of this contract.		
5.8.2	The successful proponent(s) must furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract. The good standing must be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety and Insurance Board Certificate is updated every sixty (60) days. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.8.3	All workplace injuries or accidents on TVDSB property must be reported by the successful proponent(s) to the TVDSB's representative within 24 hours.		
<b>5.9</b>	<b>COMMERCIAL LIABILITY INSURANCE</b>		
5.9.1	The successful proponent(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each proponent must state if it has Commercial General Liability Insurance Coverage.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.9.2	Each proponent should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$5 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$5 million per occurrence of Commercial Liability Insurance coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$5 million per occurrence from the commencement of the contract should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.9.2.1	This liability policy shall contain the following coverage:		
5.9.2.2	Personal Injury and 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 and 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 proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damages and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract.		
5.9.4	The successful proponent(s) agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or wilful acts on the part of the successful proponent(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>5.10</b>	<b>MOTOR VEHICLE LIABILITY INSURANCE</b>		
5.10.1	Proponents <b>must</b> state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		
5.10.2	In the event of an affirmative answer to 5.10.1, the successful proponents must be covered by Automobile Liability Insurance through the term of the Contract. If the proponent's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the proponent. Each proponent must state if it or its employees or subcontractors have Automobile Liability Insurance Coverage. Sub clauses 5.10.3 to 5.10.4 also apply to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.		
5.10.3	Proponents should show proof with the submission of this bid, that upon the award of this contract that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million commercial and \$1 million on all personally owned vehicles per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or the agent's letterhead that liability insurance limits will be increased to \$2 million for commercial Vehicles and \$1 million for personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain that good standing throughout the term of the contract.		
5.10.3.1	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 proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damage and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
5.10.5	The successful proponent(s) agrees to indemnify, hold harmless, and defend, the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		
<b>5.11</b>	<b>CANADA'S ANTISPAM LEGISLATION</b>		
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.		
<b>5.12</b>	<b>ASBESTOS</b>		
5.15.1	Designated Substances, as listed in Regulation 490/09 made under the Occupational Health and Safety Act (Ontario), including asbestos, lead, mercury, silica and others, may be present within TVDSB facilities.		
5.15.2	The successful contractor must complete all aspects of the Work in strict compliance with: all applicable laws, regulations, ordinances and other legal requirements of all levels of government (together "Applicable Laws"), including, without limitation, Regulations 278/05 and 490/09 made under the Occupational Health and Safety Act (Ontario) and Regulation 347 made under the Environmental Protection Act (Ontario); all of TVDSB's policies and procedures, including, without limitation, TVDSB's Health and Safety policies and procedures; and, the requirements of this Tender, in order to ensure that any Designated Substances that may be affected by, involved with or disturbed by any aspect of the Work are properly addressed, handled and dealt with by the successful contractor.		
5.15.3	All staff and contractors will comply with the Environmental Protection Act, RSO 1990, Section 27 and Ontario Regulation 347, Section 17 when disposing of asbestos waste.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.15.4	The successful contractor must provide a certificate of "Asbestos Awareness Training" for every one of its employees or sub-contractors (together, and individually, "Personnel"), who will be assigned by the successful contractor to provide or perform any aspect of the Work, prior to the commencement of any activities in relation to any Work. In addition, the successful contractor must execute and deliver to TVDSB a "Contactor Notification and Acknowledgement Form" (which is an appendix to TVDSB's Asbestos Procedure, under its Health and Safety Policy, and which is located on TVDSB's website), before commencing any Work. To the extent the Contract is renewed, the successful contractor is required to provide the TVDSB with updated copies of all such certificates and such form, prior to undertaking any Work during any such renewal period. <b>Proponent(s) must submit certificates with your bid if staff currently have the "Asbestos Awareness Training" dated within the last five years.</b>		
5.15.5	Before starting any Work in any TVDSB facility (including, without limitation, undertaking a site visit), the successful contractor is required to review the Asbestos Product Survey and Designated Substances Report (the "Report") for that facility. This review is to familiarize the successful contractor and its Personnel with the facility and the location of any Designated Substances in any area where Work may be performed. A copy of such Report can be found in two locations in each facility: (a) the Main Office; and, (b) the Custodial Office Document Box. If a copy of such Report cannot be located, Work is not to proceed until: such Report is located; such Report is reviewed by each of the successful contractor's Personnel assigned to perform any part of the Work; and, each of the Personnel assigned to perform any part of the Work signs the Designated Substance Log Book located in the Report as contemplated in E6 below.		
5.15.6	Prior to undertaking: (a) any site visit; and / or, (b) any Work, each of the successful contractor's Personnel assigned to perform any part of the Work must sign the Designated Substance Log Book located in the respective Report for the facility in question, and which indicates that those individuals have received a copy of such Report, have reviewed same and accept its terms and conditions.		

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

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



THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.15.7	Should the successful contractor identify asbestos containing materials ("ACM") in a Report, and Type I operations that may disturb ACM are required, the related Work shall be completed during school off-hours. No Type I operations to be completed during school off-hours shall commence until such time as the successful contractor has received verbal approval from the TVDSB contact person for the scheduling of same. If any Type I operations must occur on an expedited basis during school hours, the successful contractor shall contact the TVDSB contact person in order to address the matter and shall not proceed with any such Type I operations without the express written approval of the TVDSB contact person and then, only in strict compliance with the terms of such written approval. School off-hours means when students are not in the facility for instructional purposes or extra curricular activities. As indicated above, all Type I operations shall be completed: in accordance with Applicable Laws; TVDSB's policies and procedures, including, without limitation, its Health and Safety policies and procedures; this Tender; and, by Personnel for whom a certificate of Asbestos Awareness Training has been provided to TVDSB and who has signed the applicable Designated Substance Log Book (as contemplated in section E5 above).		
5.15.8	No Work involving Type 2 or 3 operations shall be undertaken by the successful contractor or its Personnel. To the extent the completion of Work requires Type 2 or 3 operations, the successful contractor shall contact TVDSB so that TVDSB can arrange for an asbestos abatement contractor to complete any Type 2 or 3 operations necessary for the completion of the Work.		
5.15.9	In circumstances where any aspect of the Work requires entry above the ceiling, special precautions are required to be taken by the successful contractor and its Personnel. If spray-on insulation has been applied to the building structure, or if other types of insulation have been applied or affixed to mechanical fixtures, pipes and/or fittings above the ceiling, some ACM may have broken free and fallen onto the surface of the ceiling. Entry above the ceiling could therefore disturb such fallen material, creating an exposure hazard if the material contains asbestos. Accordingly, the successful contractor and Personnel shall and must follow the following procedures for ceiling entry:		
5.15.9.1	If the Report indicates that: any structures above the ceiling have had ACM spray fireproofing applied to them; or, debris is known to be present on top of any ceiling tiles, in either case in any area where any aspect of the Work is to be completed, DO NOT ENTER THE CEILING SPACE, and contact the TVDSB contact person for advice and approval as to how to proceed. Do not proceed without TVDSB's prior written approval.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.15.9.2	If the Report indicates that any ceiling tiles required to be disturbed contain ACM or, that the mechanical fittings above the ceiling are in poor or fair condition, proceed using the ceiling entry procedures identified below:		
5.15.9.2.1	Place a drop sheet of polyethylene or other suitable material beneath the area where the ceiling space is to be entered;		
5.15.9.2.2	Carefully raise the edge of a ceiling tile and examine the surfaces of adjacent tiles for evidence of fallen debris;		
5.15.9.2.3	If the surfaces of the adjacent tiles are clean, the raised tile may be removed, by sliding it over an adjacent tile, and the ceiling space entered;		
5.15.9.2.4	If the surfaces of the adjacent tiles contain debris, STOP WORK IMMEDIATELY, lower the raised tile and contact the TVDSB contact person for advice and approval as to how to proceed. Do not proceed without TVDSB's prior written approval; and		
5.15.9.2.5	Regardless of the circumstances, once the ceiling tile has been replaced and/or lowered, wipe all surfaces below ceiling level that contain debris with a wet cloth, dispose of polyethylene sheet and wet cloth as asbestos waste in an approved asbestos waste bag.		
5.15.9.3	If the Report indicates ACM are in good condition above non-ACM containing ceiling tiles, the following procedures are required to be followed:		
5.15.9.3.1	Carefully raise the edge of a ceiling tile and examine the surfaces of adjacent tiles for evidence of fallen debris;		
5.15.9.3.2	If the surfaces of the adjacent tiles are clean, the raised tile may be removed, by sliding it over an adjacent tile, and the ceiling space entered; and		
5.15.9.3.3	If the surfaces of the adjacent tiles contain debris, <b>STOP WORK IMMEDIATELY</b> , lower the raised tile and contact the TVDSB contact person for advice and approval as to how to proceed. Do not proceed without TVDSB's prior written approval.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>6.0</b>	<b>PROPONENT PROFILE</b>		
<b>6.1</b>	<b>REFERENCES</b>		
6.1.1	New proponents <b>should</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 and ORGANIZATION</b>		
6.2.1	Proponents <b>should</b> include an organizational chart.		
6.2.2	The TVDSB reserves the right at any time after the closing date, to request from any proponent evidence of its financial standing and stability, including that of each of its officers, directors and principals. All proponents 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	Proponents are required to list any and all pending or ongoing legal claims or disputes where the proponent could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.		
6.2.4	Proponents <b>should</b> state location of their distribution centre.		
6.2.5	Proponents should state if their employees service sites wearing uniforms.		
6.2.6	Proponents should state if their employees carry photo identification.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
6.2.7	Proponents should state if they are ISO registered and if so what level.		
6.2.8	Proponents should state if the staff involved in the execution of this contract are employees or sub-contractors.		
<b>7.0</b>	<b>BID SUBMISSION</b>		
<b>7.1</b>	<b>PROPONENT'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 9.5 - Labeling Instructions).		
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.		
<b>8.0</b>	<b>AWARD</b>		
<b>8.1</b>	<b>EVALUATION PROCESS</b>		
8.1.1	An evaluation committee will be established to evaluate bid submissions.		
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		
8.1.3	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the following evaluation criteria:		
8.1.3.1	Price		
8.1.3.2	Compliance with Specifications		
8.1.4	Compliant proponents may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted. Notification will be given to qualified proponents as to the time and place. The presentation shall be at the expense of the proponent.		
8.1.5	Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.		
8.1.6	The determination of equal quality will be based on our internal professional opinions.		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

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 proponents will be entered into the draw. All parties will have representation when the draw takes place.		
<b>8.2</b>	<b>AWARD AND NOTIFICATION OF CONTRACT</b>		
8.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been made:		
8.2.1.1	<a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
8.2.1.2	click on "I'D LIKE TO"		
8.2.1.3	click on "Go to Purchasing"		
8.2.1.4	click on "Bids"		
8.2.1.5	click on "Proceed to inquiry/download page".		
8.2.1.6	Proceed to the Bid, click "Results - Check Mark"		
8.2.1.7	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		

**Todd Springer**  
**Purchasing Department**

**Matthew Reid**  
**Chairperson**

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
<b>9.0</b>	<b>ELECTRONIC BIDDING INSTRUCTIONS</b>		
<b>9.1</b>	<b>DOWNLOADING BID DOCUMENTS</b>		
9.1.1	All documents are available from the TVDSB Web Site at <a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
9.1.2	click on "I'D LIKE TO"		
9.1.3	click on "Go to Purchasing"		
9.1.4	click on "Bids"		
9.1.5	Read "Electronic Bidding Instructions, Inquiry Instructions, Bid Document Download Instructions".		
9.1.6	click on "Proceed to inquiry/download page".		
9.1.7	Click on the "Name of the Bid" to view documents in PDF format.		
9.1.8	Click on the "NEW" logo to be directed to the TVDSB Client Portal.		
9.1.9	Follow log in instructions beginning with item 2.2.1.7.		
<b>9.2</b>	<b>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 "2019Appendices407.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		
9.3.2	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 as hardcopies.		
9.3.4	Upload files back to us using the "Your Uploaded Files for this Tender" area.		
<b>9.4</b>	<b>BID REPORT</b>		
9.4.1	The "Bid Report" button must be clicked to initiate the transfer of any uploaded files into our system.		
<b>9.5</b>	<b>LABELING OF ENVELOPE</b>		
9.5.1	ADDRESS BID ENVELOPE AS SHOWN BELOW:		
9.5.2	From - Company Name and Address		
9.5.3	To: OFFICE OF THE TENDERS CLERK		
9.5.4	Thames Valley District School Board		
9.5.5	EDUCATION CENTRE,		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
BID 407 - INTERNET BANDWIDTH  
WORKSHEET A - TERMS AND CONDITIONS

<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/WILL NOT COMPLY</i>	<i>COMMENT</i>
9.5.6	1250 Dundas Street,		
9.5.7	LONDON, Ontario		
9.5.8	N5W 5P2		
9.5.9	Direct Bandwidth to Schools		
9.5.10	407/2019/TS		
9.5.11	Return Date: 12:00:00 noon local time, Thursday, July 5, 2018		

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

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

THAMES VALLEY DISTRICT SCHOOL BOARD  
 BID 407 - INTERNET BANDWIDTH  
 WORKSHEET A - TERMS AND CONDITIONS

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

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

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



Item No.	Description	Yes (Comply) or No (Cannot Comply) Response	Explanation of Answers
<b>B1</b>	<b>Technical Background</b>		
B1.1	TVDSB currently provides Internet access to all TVDSB locations (schools and administrative offices) through a managed wide area network. TVDSB currently receives internet services through a variety of providers. TVDSB is participating in a Provincial project that will add ISP provisioned broadband Internet connections to our schools.		
B1.2	The majority of TVDSB locations are currently provisioned by a national carrier with a fibre optic based network.		
<b>B2</b>	<b>Scope</b>		
B2.1	TVDSB is seeking to install Internet connections direct from 9 locations to Internet Service Providers.		
B2.2	Provide Internet connection (preferably fibre based) to locations identified in Appendix "A".		
B2.3	Provide internet bandwidth as required (see Appendix A). Must be scalable in 100 Mbps increments		
B2.4	Vendors are invited to submit proposals on any or all locations		
<b>B3</b>	<b>Local Loop</b>		
B3.1	Fiber based if possible.		
B3.2	Minimum of 100 Mbps, scalable to 2 Gbps depending on internet bandwidth purchased. Bandwidth requirements identified by location in Appendix "A"		
B3.3	Terminate in RJ 45 jack or LC fibre optic connector		
B3.4	Vendor must provide local loop to schools identified in Appendix "A".		
B3.5	All installation costs are to be incorporated into the monthly service fee		
B3.6	Vendor must outline all demarcation equipment that will be installed. Must have sufficient capacity to handle hundreds of simultaneous users. See appendix A for user count.		
<b>B4</b>	<b>Internet Bandwidth</b>		
B4.1	Scalable to 2 Gbps in 100 Mbps increments		
	Vendor must indicate if bandwidth differentiates between download and upload capacities		
B4.2	Should be able to provide temporary increase in bandwidth without circuit rebuild, e.g., software changes to increase bandwidth as well as estimated time to deliver increased bandwidth		
B4.3	Should provide allowance for seasonal decrease in bandwidth purchased (decrease in months of July and August)		
B4.4	Vendor must provide peering information with local providers, domestic providers and international providers.		
B4.5	Vendor must demonstrate sufficient Internet capacity from school to Internet test locations such as Speedtest.com to verify bandwidth provisions is what is contracted for.		
B4.6	Vendor must indicate what, if any traffic shaping they perform.		
B4.7	Internet bandwidth must not have any download quota's		
<b>B5</b>	<b>Implementation Plan</b>		
B5.1	Proponents <b>must</b> provide a project plan with a timeline that details the tasks and effort estimated for both the successful proponent and TVDSB staff. Project plan to cover both local loop and internet installation.		
<b>B6</b>	<b>Design Documentation</b>		
B6.1	The successful proponent will be expected to provide a design document that clearly outlines the proposed TVDSB configuration.		
B6.2	The design will also set out the UA (User Accepted) test and acceptance criteria.		
B6.3	Provide documentation on upstream links from TVDSB demarcation to point of major peering. Identify any areas of over-subscription.		
B6.4	Must provide information on single points on network failure that are relevant to the TVDSB installation.		

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

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

<b>Item No.</b>	<b>Description</b>	<b>Yes (Comply) or No (Cannot Comply) Response</b>	<b>Explanation of Answers</b>
<b>B7</b>	<b>Monitoring/Support</b>		
B7.1	The successful vendor will monitor the Internet services 24 hours per day, 7 days per week, 365 days per year.		
B7.2	Must provide a reporting system that provides real time utilization, byte and packet count, packet loss and interface errors.		
B7.3	Must provide live operator problem reporting and network support 24 hours per day, 7 days per week, 365 days per year.		
B7.4	Must provide documented escalation process for support issues.		
B7.5	Must provide SLA, include maintenance windows, mean time to repair, contact information, penalties to comply with SLA. Detail method for calculation used for arrival of measurements for SLA.		
<b>B8</b>	<b>IP Addressing and Routing</b>		
B8.1	Must provide a minimum of 1 IP-V4 address		
B8.3	Must provide support for IP V6		
<b>B9</b>	<b>Denial of Service</b>		
B9.1	Must provide timely procedures for detecting and mitigating denial of service attacks.		
<b>B10</b>	<b>Change Management</b>		
B10.1	Vendor <b>must</b> provide details on change management.		

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

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

FEE SCHEDULE										
		Fee by Location								
	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 .	Davenport P.S.	Emily Stowe P.S.	McGregor P.S.	New Sarum P.S.	South Dorchester P.S.	Springfield P.S.	Straffordville P.S.	Summers' Corners P.S.	East Elgin S.S.
<b>C1</b>	<b>Local Loop Installation Cost</b>									
C1.2	Equipment									
C1.3	Monthly local loop charges									
C1.5	Disengagement fee (should the Board cancel the contract)									
<b>C2</b>	<b>Internet Bandwidth</b>									
C2.1	Monthly base cost for 100 Mbps									
C2.2	Monthly cost for increments beyond 100 Mbps to 2 Gbps, define and cost increments									
<b>C3</b>	<b>Other Costs</b>									
C3.1	Season decrease allowance									
C3.2	Cost for increasing bandwidth									
C3.3	Cost for IP address									
C3.4	Other costs									

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

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

## Appendix A

School	Street Address	City	Postal Code	Minimum Bandwidth	User count
Davenport P.S.	80 Rutherford, Aylmer	Aylmer	N5H 2N8	400 Mbps	315
Emily Stowe P.S.	1 Jerdon ST. PO Box # 759, Norwich	Norwich	N0J 1P0	600 Mbps	540
McGregor P.S.	204 John St. S. , Aylmer	Aylmer	N5H 2C8	400 Mbps	360
New Sarum P.S.	9473 Belmont Road, R.R.#3 St. Thomas	ST.Thomas	N5P 3S7	300 Mbps	255
South Dorchester P.S.	48614 Crossley Hunter Line, R.R.#1 Belmont	Belmont	N0L 1B0	300 Mbps	215
Springfield P.S.	51336 Ron McNeil Line Springfield	Springfield	N0L 2J0	200 Mbps	170
Staffordville P.S.	9188 Plank Road P.O. Box 94 Staffordville	Staffordville	N0J 1Y0	400 Mbps	350
Summers' Corners P.S.	50576 Talbot Line, R.R.#1 Aylmer	Aylmer	N5H 2R1	500 Mbps	440
East Elgin SS	362 Talbot St. W. Aylmer	Aylmer	N5H 1K6	1400 Mbps	1325