

TENDER # 440 - STUDENT PHOTOGRAPHY SERVICES

Issue Date: Friday, October 27, 2023

Buyer: Jan Romer

Issued by: The Thames Valley District School Board

Return Date: 12:00:00 noon, local time, Wednesday, November 22, 2023

ITEM NO.	TERMS AND CONDITIONS	TERMS AND CONDITIONS WILL COMPLY/WILL COMMENT		
II LIVI NO.	TERMS AND CONDITIONS	NOT COMPLY	COMMENT	
1.0	INTRODUCTION			
1.0.1	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit 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 84,000 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.			
1.1	PURPOSE			
1.1.1	The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB for Student Photography Services subject to the conditions herein.			
2.0	BID DEFINITIONS AND INFORMATION			
2.1	DEFINITIONS			
2.1.1	The following words are used throughout this bid document and 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.			
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.			

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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.		
2.2	STRUCTURE OF THIS BID		
2.2.1	Proponents must use the online bid entry system which is available on the internet at:		
2.2.1.1	www.tvdsb.ca		
2.2.1.2	click on "I'D LIKE TO"		
2.2.1.3	click on "Go to Purchasing"		
2.2.1.4	click on "Bids"		
2.2.1.5	click on "Proceed to inquiry/download page".		
2.2.1.6	Proceed to the bid, click "New" icon		
2.2.1.7	You will be directed to the "TVDSB Client Portal"		
2.2.1.7.1	Proponents that already have a TVDSB Client Portal account:		
2.2.1.7.1.1	Click "TVDSB Login".		
2.2.1.7.1.2	Login using TVDSB Client Portal account and password.		
2.2.1.7.2	Proponents that do not already have a TVDSB Client Portal account:		
2.2.1.7.2.1	Click "Sign up now".		
2.2.1.7.2.2	Read TVDSB Client Portal Disclaimer, scroll to bottom and click "I agree" or "I do not agree".		
2.2.1.7.2.3	If "I do not agree" was clicked, you will not be able to proceed. If "I agree" was clicked, you will		
	be taken to "New Account Application".		
2.2.1.7.2.4	Complete account information and click "Create My Account"		
2.2.1.7.2.5	Click "TVDSB Login".		
2.2.1.7.2.6	Login using new TVDSB Client Portal account and password.		
2.2.1.8	Within the Client Portal click "Open to Bid"		
2.2.1.9	Click on the "New" icon for the bid upon which you will be bidding.		
2.2.1.10	Download the "2024Appendices440.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		
	Appendix A: Annual Summary of Services		
2.3	RETURN LOCATION		
2.3.1	The bid submission must be returned as a file upload as per 9.3.3.		
2.3.2	Upload of the files as per 9.3.3 is the responsibility of the proponent.		
2.3.3	Submissions received as hardcopies will not be accepted.		
2.3.4	Late bids will not be processed.		

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2.4	IMPORTANT DATES		
2.4.1	ISSUE DATE: Friday, October 27, 2023		
2.4.2	QUESTIONS: Friday, November 3, 2023		
2.4.3	ANSWERS TO QUESTIONS: Friday, November 10, 2023		
2.4.4	RETURN DATE and TIME: prior to 12:00:00 noon local time, Wednesday, November 22, 2023		
2.5	QUESTIONS		
2.5.1	All questions pertaining to this bid document must be addressed to: Jan Romer, Buyer, by		
	email, j.romer@tvdsb.ca no later than Friday, November 3, 2023. 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.		
3.0	CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT		
3.1	CONTRACT TERM		
3.1.1	The term of this agreement shall be for one (1) year, commencing on January 1, 2024 and		
	unless otherwise provided herein, terminating on December 31, 2024. This will include photo		
	shoots from January 1, 2025 through June 30, 2025 which are booked in the Fall of 2024.		
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of four (4)		
	years, in one (1) year increments and will advise the proponent, in writing, of their intentions.		
3.1.3	Proponents must state if your company would agree to extending this contract with the same		
	terms and conditions for a second year ending December 31, 2025. This would include photo		
	shoots from January 1, 2026 through June 30, 2026 which are booked in the Fall of 2025.		
3.1.4	Proponents must state if your company would agree to extending this contract with the same		
	terms and conditions for a third year ending December 31, 2026. This would include photo		
	shoots from January 1, 2027 through June 30, 2027 which are booked in the Fall of 2026.		
3.1.5	Proponents must state if your company would agree to extending this contract with the same		
	terms and conditions for a fourth year ending December 31, 2027. This would include photo		
	shoots from January 1, 2028 through June 30, 2028 which are booked in the Fall of 2027.		
3.1.6	Proponents must state if your company would agree to extending this contract with the same	\Box	
	terms and conditions for a fifth year ending December 31, 2028. This would include photo		
	shoots from January 1, 2029 through June 30, 2029 which are booked in the Fall of 2028.		
3.2	PRICING		
3.2.1	Proponents must complete the pricing section - Worksheet C.		

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3.2.2	All charges must be included in the cost of the services. Prices quoted must be for goods and		
	services exactly as specified and in Canadian funds, unless otherwise indicated.		
3.2.3	Prices must include delivery, F.O.B. destination. NO AWARDS WILL BE MADE TO FIRMS		
	QUOTING FREIGHT EXTRA.		
3.2.4	Prices must remain in effect for the initial 1 year term of the contract, commencing on January		
	1, 2024 and ending December 31, 2024.		
3.2.5	The TVDSB expects to order in multiple shipments over the length of this contract.		
3.2.6	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.		
3.2.7	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.		
3.3	TAXES		
3.3.1	HST: Where applicable, Harmonized Sales Tax must be shown separately as extra on all		
	invoices in accordance with Canadian and Provincial Government regulations.		
3.4	DELIVERY and ORDERING		
3.4.1	Delivery for all products and services will be directly to our Schools, Distribution Centre,		
	Educational Resource Centre, Facility Services Offices or Community Education Centres, as		
	stated at https://www.tvdsb.ca/en/our-board/purchasing.aspx.		
3.5	INVOICING/PAYMENT TERMS		
3.5.1	Payments will take place directly between parents/students and the successful proponent(s).		
	The TVDSB will not be involved in the payment process.		
3.5.1.1	Exception: Grade 8 Composite Pictures will be ordered on a TVDSB issued Purchase Order.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	QUALITY		
4.1.1	Unless otherwise specified, supplies must be new, in good condition, fit for the purpose for		
	which they are being acquired and free from defects. The decision of the TVDSB pertaining to		
	items being rejected is final.		
4.1.2	The determination of equal quality will be based on our internal professional opinions.		
4.1.3	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.		
4.1.4	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.		
4.1.5	The successful proponent(s) must carry out all work to the satisfaction of the TVDSB.		
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4.2	QUANTITY		
4.2.1	As of October, 2023 there were 60,026 elementary and 24,406 secondary students enrolled in TVDSB schools.		
4.3	REQUIREMENTS		
4.3.1	For each requirement as described in Worksheet B, proponents must place a response in the appropriate column.		
4.4	SUPPLIER OCCURRENCE REPORTS		
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).		
5.0	TERMS AND CONDITIONS		
5.1	GENERAL TERMS AND CONDITIONS		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 120 days.		
5.1.2	A 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 must have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable 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.		

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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.		
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) must not at any time subcontract any portion of its contract with the TVDSB nor shall it assign the contract without the written permission of the TVDSB. The successful 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.		

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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.		
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.		
5.2	CANCELLATION OF CONTRACT / LOSS OF SERVICE		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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		
500	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		
504	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		
5.2.5	TVDSB's staff or third party interruptions. In the event that the successful proponent(s) becomes insolvent, and/or the successful		
5.2.5	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.		
5.3	PRIVACY AND SECURITY STANDARDS FOR THE COLLECTION, USE AND RETENTION		
3.3	OF PERSONAL INFORMATION		
5.3.1	The successful proponent(s) is responsible to comply with Canadian and Ontario privacy		
0.0.1	legislation (MFIPPA, PIPEDA, PHIPA).		
5.3.2	The successful proponent(s) is responsible to ensure employees are trained on the		
	appropriate use and safeguarding of personal information.		
5.3.3	The successful proponent(s) will collect personal information only as defined in the agreement		
	and authorized by the board.		
5.3.4	The successful proponent(s) may only use personal information for the purpose defined by the		
	agreement/board, and no other purpose.		
5.3.5	The successful proponent(s) acknowledges the personal information collected is owned by the		
	board.		
5.3.6	Where requested by the board, the successful proponent(s) agrees to the transfer of data		
	upon request, or upon completion of the term of the tender/contract or upon the dissolution of		
	the tender/contract to ensure there is no interruption of service.		

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5.3.7	For web-based services and where applicable, the successful proponent(s) must notify users		
	when cookies are used as part of the provided service.		
5.3.8	The successful proponent(s) must notify the board of any third party data processors,		
	subcontractors or services that the successful proponent(s) may contract for the provision of		
	services as identified in this agreement.		
5.3.9	The successful proponent(s) ensures that all its third party service providers handling personal		
	information, e.g., data processors and subcontractors, only collect, hold, process, use, store		
	and/or disclose personal information for the purpose of providing the service and for no other		
	purpose.		
5.3.10	The successful proponent(s) ensures that its third party service providers, e.g., data		
	processors and subcontractors, are obligated to have equivalent or better security safeguards		
İ	for personal information.		
5.3.11	The successful proponent(s) retains data for a period as determined by the board (indefinite		
	retention is not acceptable) and agrees to securely dispose of data at the end of the prescribed		
	retention period.		
5.3.12	If requested, the successful proponent(s) shall provide a written and signed attestation		
	confirming the secure destruction of all personal documentation as agreed upon or directed by		
	the board.		
5.3.13	The successful proponent(s) uses industry-standard technical and physical safeguards to		
	protect data from loss, theft, unauthorized access or inadvertent disclosure. Safeguarding		
	methods include, but are not limited to, access controls, encryption of data at rest and during		
	transition, and up-to-date security practices.		
5.3.14	The successful proponent(s) performs regular security audits and/or threat risk assessments		
	and will make available results upon request.		
5.3.15	The success proponent(s) has a breach response protocol in place that includes immediate		
	notification to the board in the event there is a data breach.		
5.3.16	The successful proponent(s) will require their third parties services to notify the proponent and		
	in turn the board in the event of a breach of board data.		
5.3.17	The successful proponent(s) will cooperate with the board in the event of a regulatory		
	investigation (i.e., breach investigation by the Information Privacy Commissioner).		
5.3.18	The successful proponent(s) will notify the board when the vendor makes material changes to		
	their security measures/practices that affect how personal information is handled.		
5.3.19	The successful proponent(s) must have a privacy policy in place that is readily available.		
5.3.20	The successful proponent(s) must allow an individual to submit a request to the proponent(s)		
	for their personal information to be deleted, modified, or accessed.		
5.3.21	The successful proponent(s) must have a designated individual or department that oversees		
	privacy and security on behalf of the proponent		

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5.3.22	The successful proponent(s) must notify the TVDSB when a change to their privacy policy occurs.		
5.3.23	The successful proponent(s) must, when offering products to members of the public, provide members of the public the opportunity to opt out of any marketing that the proponent may engage in. (Essentially, if a family signs up for ie "proponent" to buy photos, the "proponent" needs to offer the option of not receiving marketing materials from them.)		
5.4	ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES		
5.4.1	The successful proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or service to persons with disabilities. The proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website: http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm		
5.5	HUMAN RIGHTS AND CHILD LABOUR LAWS		
5.5.1	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.		
5.5.2	Proponents should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.5.3	For proponents information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.5.3.1	http://www.ilo.org		
5.6	COMMERCIAL LIABILITY INSURANCE		
5.6.1	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.		

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17514.440	WORKSHEET A - TERMS AND CONDITIONS				
ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT		
5.6.2	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.				
5.6.2.1	This liability policy shall contain the following coverage:				
5.6.2.2	Personal Injury and Property Damage				
5.6.2.3	Non-Owned Automobile Liability				
5.6.2.4	Owners and Contractors Protective Coverage				
5.6.2.5	Contractual Liability				
5.6.2.6	Broad Form Property Damage				
5.6.2.7	Products and Completed Operation Insurance				
5.6.2.8	Contingent Employees Liability				
5.6.2.9	Cross Liability Clause and Severability of Interest Clause				
5.6.3	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.				
5.6.4	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.				
5.7	MOTOR VEHICLE LIABILITY INSURANCE				
5.7.1	Proponents must state if its own vehicles and/or those vehicles owned by its employees or				
	subcontractors shall operate on the property of the TVDSB.				

FIRM NAME :	SIGNATURE :
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	WORKSHEET A - TERIMS AND CONDITIONS					
ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT			
5.7.2	In the event of an affirmative answer to 5.7.1, 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 5.7.3					
	to 5.7.4 also apply to those employees or subcontractors who operate their own automobiles					
	on the property of the TVDSB.					
5.7.3	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.					
5.7.3.1	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:					
5.7.3.2	Third Party Liability Coverage in the form of OAP-1					
5.7.4	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.					
5.7.5	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.					
5.8	CRIMINAL BACKGROUND CHECKS					
7.0	ON MINITAL BACKGROUND CHECKS					

FIRM NAME :	SIGNATURE :	

WORKSHEET A - TERMS AND CONDITIONS				
ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT	
5.8.1	Proponent(s) must agree that if they become the successful proponent(s), pursuant to this bid,	NOT COMPLY		
0.0.1	subject to approval of the TVDSB, that they shall comply with Ontario Regulation 521/01, made			
	under the Education Act, in relation to the Collection of Personal Information. The successful			
	proponent(s) agree to provide, at the proponent's expense, the criminal background checks			
	with vulnerable sector screening, of all employees and of all employees of all subcontractor(s)			
	hired by the successful proponent(s) who may regularly come into direct contact with pupils.			
	This agreement shall be enforced prior to any attendance by the successful proponent(s) or			
	their subcontractors at a school site of the TVDSB who may regularly come into direct contact			
	with pupils during the duration of the contract and until the expiry of this contract.			
5.8.2	The successful proponent(s) shall further agree to provide, at the proponent's expense, an			
	Offence Declaration, as defined by the said Regulation for each of the above employees of the			
	successful proponent(s), whether employed by the successful proponent(s) at the time of the			
	Response and of each employee of all subcontractor personnel, whether employed by the			
	contractor at the time of the bid submission or becoming employed at a later time, by			
	September 1st each year during the term of the agreement contemplated by this bid.			
5.8.3	The successful proponent(s) shall further agree that in the event that the terms of the			
	agreement contemplated by the bid in the future becomes applicable to a school site other			
	than those contemplated by the bid, that the successful proponent(s) shall provide, at the			
	proponent's expense, an Offence Declaration as defined by the said Regulation for each			
	employee of the successful proponent(s) and for each employee of all subcontractor			
	personnel, whether employed by the contractor at the time of the bid submission prior to any			
	attendance by the successful proponent(s) at the said school site.			
5.8.4	The successful proponent(s) agrees that during the term of the agreement contemplated by			
	this bid, not to permit any employee or the employee of any subcontractor deemed by the			
	TVDSB to be not eligible to attend on a school site of the TVDSB as defined by the Regulation.			
5.8.5	It is deemed to be a breach of the contract for the service provider to allow anyone who has			
	not provided a criminal background check with vulnerable sector screening or Offence			
	Declaration as required by the contract and the contract can be terminated for just cause.			
5.9	CANADA'S ANTISPAM LEGISLATION			
5.9.1	Please note that vendors are required to comply with all applicable laws, including CASL, in			
	providing goods or services to the TVDSB. This also extends to communications sent on the			
	TVDSB's behalf. The successful proponent(s) will be required to indemnify the TVDSB for any			
	failure by the successful proponent(s) to comply with CASL, to the extent that the successful			
	proponent(s) action, or inaction, could expose the TVDSB to liability.			
5.10	COMPLIANCE WITH TVDSB HEALTH AND SAFETY PROTOCOLS			
5.10.1	The Supplier is required to comply the Board's health and safety protocols which are in effect			
	for the duration of the contract and may change at any time.			

FIRM NAME :	SIGNATURE :
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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL	COMMENT
		NOT COMPLY	
6.0	PROPONENT PROFILE		
6.1	REFERENCES		
6.1.1	New proponents must provide a minimum of three references where you have successfully		
	provided goods and or services similar to this bid document. The reference must contain the		
	following information:		
6.1.1.1	Reference 1 - Company Name:		
6.1.1.2	Reference 1 - Contact Name:		
6.1.1.3	Reference 1 - Email address:		
6.1.1.4	Reference 2 - Company Name:		
6.1.1.5	Reference 2 - Contact Name:		
6.1.1.6	Reference 2 - Email address:		
6.1.1.7	Reference 3 - Company Name:		
6.1.1.8	Reference 3 - Contact Name:		
6.1.1.9	Reference 3 - Email address:		
6.2	ADMINISTRATION and ORGANIZATION		
6.2.1	Proponents should 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 must state location of their head office.		
6.2.5	Proponents should state if their employees carry photo identification.		
6.2.6	Proponents should state if the staff involved in the execution of this contract are employees or		
	sub-contractors.		
7.0	BID SUBMISSION		
7.1	PROPONENT'S RESPONSE GUIDE		
7.1.1	Each bid submission should be structured using only the criteria identified in this bid document.		
	When submitting bids, proponents should use the same numbering format, as on this bid		
	document.		
7.1.2	The bid submission must include:		
7.1.2.1	Completed "2024Appendices440.xlsx" file in Excel format, plus:		
7.1.2.2	Signed scans of all Worksheets (in PDF).		
7.1.3	Failure to respond in electronic format will deem the bid noncompliant.		

FIRM NAME :	SIGNATURE :

ITEM NO. TERMS AND CONDITIONS WILL COMPLY/WILL CO				
II LIVI NO.	TENNIS AND CONDITIONS	NOT COMPLY	COMMENT	
7.1.4	Proponents' submissions should include page numbers for ease of reference by committee	1101 00 21		
	members.			
7.1.5	The specifications and pricing section of the bid submission should not make reference to			
	supplemental materials.			
7.1.6	Supplemental materials will not qualify as substitutes for direct responses to the bid's			
	requirements unless specifically requested.			
8.0	AWARD			
8.1	EVALUATION PROCESS			
8.1.1	An evaluation committee will be established to evaluate bid submissions.			
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid			
	document.			
8.1.3	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on			
	the following evaluation criteria:			
8.1.3.1	Price			
8.1.3.2	Compliance with Specifications			
8.1.4	Compliant 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.			
8.2	AWARD AND NOTIFICATION OF CONTRACT			
8.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been			
	made:			
8.2.1.1	www.tvdsb.ca			
8.2.1.2	click on "I'D LIKE TO"			
8.2.1.3	click on "Go to Purchasing"			
8.2.1.4	click on "Bids"			
8.2.1.5	click on "Proceed to inquiry/download page".			
8.2.1.6 8.2.1.7	Proceed to the Bid, click "Results - Check Mark" View documents in PDF format.			
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.	Lari Ann Dizzaleta		
	Jan Romer	Lori-Ann Pizzolato		
	Purchasing Department	Chairperson		

FIRM NAME :	SIGNATURE :
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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL	COMMENT
		NOT COMPLY	
9.0	ELECTRONIC BIDDING INSTRUCTIONS		
9.1	DOWNLOADING BID DOCUMENTS		
9.1.1	All documents are available from the TVDSB Web Site at www.tvdsb.ca		
9.1.2	click on "I'D LIKE TO"		
9.1.3	click on "Go to Purchasing"		
9.1.4	click on "Bids"		
9.1.5	Read "Electronic Bidding Instructions, 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.		
9.2	COMPUTER SYSTEM REQUIREMENTS		
9.2.1	To use the electronic system, proponents must be using Microsoft Edge.		
9.3	BID WORKSHEETS		
9.3.1	Download the file "2024Appendices440.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	Appendix A: Annual Summary of Services		
9.3.2	Complete the worksheets.		
9.3.2.1	Do not convert the worksheets to a different file format (i.e. Word, .PDF etc.). They must be		
	uploaded to us in Excel format.		
9.3.2.2	Do not modify the Excel files by adding or deleting rows or columns, etc.		
9.3.3	Print and sign all worksheets. The printed and signed copies must be scanned and returned as		
	a .PDF file, as well.		
9.3.4	Upload files back to us using the "Your Uploaded Files for this Tender" area.		
9.4	BID REPORT		
9.4.1	The "Bid Report" button must be clicked to initiate the transfer of any uploaded files into our		
	system. Note that the generation of the bid report is your confirmation that a bid has been		
	received. It is strongly recommended that you save a copy of the bid report. It is not necessary		
	to submit the bid report as a electronic copy.		
10.0	SIGNATURE PAGE		
10.1	This section must be completed, signed, scanned, and included with your submission for your		
	bid to be accepted.		

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

FIRM NAME :	SIGNATURE :	

ITEM NO.	TERMS AND CONDITIONS	PROPONENTS RESPONSE	COMMENT
B1.0	SCOPE OF WORK		
B1.1	Photography services include: beginning of school year pictures,		
	graduation for senior kindergarten, sport teams and grade 8		
	students. Secondary schools to include graduation and student		
	cards.		
B1.2	A typical range of services includes September portraits, student		
	cards, digital yearbook portraits, graduates portraits, graduation		
	composite, staff composite, graduation prom portraits, digital photos		
D4.0	for administrative software system.		
B1.3	Bidders are required to have an awareness of image specifications		
	and requirements for uploading photos to theSIS (Fujitsu Apple		
B1.4	System).		
B1.4	The successful bidder(s) will be required to provide Purchasing Services with an annual summary of services provided by the end of		
	July for the preceding school year. This summary must be in the		
	form of the Excel spreadsheet as per Appendix A.		
B1.5	The successful proponents may not present schools with contracts		
D1.5	or scheduling agreements that would bind the TVDSB to contract		
	terms that are outside of the terms of this contract or of any renewal		
	option that has been exercised.		
B1.5.1	Multi-year bookings are not permitted (one year maximum).		
B1.5.2	School principals can sign the agreements.		
B1.6	The Code of Ethics of both the Ontario Broader Public Sector and		
	the TVDSB prescribe that procurement activities be carried out fairly		
	and transparently. Any activity which does not fulfil these		
	requirements, such as the offering of incentives which are not		
	transparent or directly related to the procurement, are to be avoided.		
B1.7	Vendor solicitation for business at TVDSB schools is not allowed.		
	Contact should be made through Purchasing Services for new		
	products and technology. Schools may be directed to contact		
	suppliers for quotations. The supplier should email copy of the		
	quotation directly to Purchasing Services at purchasing@tvdsb.ca.		
B2.0	REQUIREMENTS - ELEMENTARY SCHOOLS		
B2.1	Photographic services for elementary schools may be offered using		
	a proof system or an upfront payment system.		
B2.1.1	Proof system		

FIRM NAME :	SIGNATURE :

ITEM NO.	TERMS AND CONDITIONS	PROPONENTS RESPONSE	COMMENT
B2.1.1.1	A minimum of two (2) poses per student is to be taken. No money is	TROTONENTO REGIONGE	COMMENT
DZ.1.1.1	to be collected on the day of the pictures. Within two weeks of the		
	original shooting, an envelope/order form for each student, with the		
	two proofs attached, is to be sent to the student's corresponding		
	school. The student will have the opportunity to bring the		
	envelope/order form home for the parent(s) and or guardian(s) to		
	choose a package for one of the proofs. The envelope/order form		
	will then be returned to the school with payment and then be picked		
	up by the photographer on a pre-arranged date. The order forms are		
	to stress that the payment methods are by cash, credit card number		
	with expiry date or personal cheques made payable to the		
	photography company.		
B2.1.1.2	Photographer is to provide an opportunity for retakes within 30 days		
	after delivery of proofs or as agreed upon with the school principal.		
B2.1.1.3	Photographer will deliver completed order to the school with		
	individual orders in weatherproof packaging with cardboard inserts		
	to prevent damage by folding. The student's name is to be visible		
	from the outside of each envelope. All orders are to be shipped		
B2.1.1.4	Photographer will ensure that all photographs will be sorted by class		
	groupings.		
B2.1.2	Upfront payment system		
B2.1.2.1	Envelopes are received at the office and distributed to students 2-3		
	weeks prior to picture day.		
B2.1.2.2	The envelope/order form will then be returned to the school with		
	payment on picture day. The order forms are to stress that the		
	payment methods are by cash, credit card number with expiry date		
	or personal cheques made payable to the photography company.		
B2.1.2.3	Photographer will deliver completed order to the school with		
	individual orders in weatherproof packaging with cardboard inserts		
	to prevent damage by folding. The student's name is to be visible		
	from the outside of each envelope. All orders are to be shipped		
B2.1.2.4	Photographer will ensure that all photographs will be sorted by class		
	groupings.		
B2.1.2.5	Photographer is to provide an opportunity for retakes within 30 days		
	after delivery of pictures or as agreed upon with the school principal.		
B2.1.2.6	On retake day the picture package is brought in by the student and		
	handed in to the photographer when pictures are taken.		
B2.2	Class Group Photographs		
B2.2.1	Class group colour photographs (5" x 7") cardboard framed, are to		
	be provided complimentary to each student.		
B2.2.2	Film for class photos to be 70mm or 120 or higher. Bidder must		
	specify if they are using digital (megapixels) or conventional (mm).		
B2.2.3	Preference may be given to a photographer where each school will		
	have the option of choosing between 2 formats for the class photo:		

TRM NAME :	SIGNATURE :

ITEM NO.	TERMS AND CONDITIONS	PROPONENTS RESPONSE	COMMENT
B2.2.4	Class photo with listing of students' and teacher's names, or;		
B2.2.5	Class photo with no names		
	Other		
B2.3	All photography is to be on a "total satisfaction guaranteed" basis. If		
	a person wishes a refund, for whatever reason, it will be given upon		
	return of the photographs. Also, if the photographer fails to deliver		
	photographs, a refund will be given immediately.		
B2.4	Preference will be given to vendors offering an online ordering		
	system.		
B2.5	The photographer must offer a family plan rate whereby the full		
	price is chargeable for the first two children and an exception or		
	minimum fee is chargeable for each additional child within the		
	school for identical packages ordered.		
B2.6	Photographer will provide school with two (2) name identified prints		
	(1" x 2") one of which will have adhesive backing for OSR for all		
	students whether or not they purchase a package.		
B2.7	Please state whether bar coded school issued student identity cards		
	are available.		
B2.8	Individual photos will be kept for at least a one (1) year period. In		
	the event of an emergency, the photographer would be able to		
	produce photographs of a child to be distributed as required.		
B2.9	All scheduling arrangements are to be agreed upon with the		
	Principal by June with pictures to be taken in September and		
	October for guaranteed Winter Break delivery.		
B2.10	Scheduling of graduation pictures for Elementary to be arranged on		
	an individual basis at the schools' discretion.		
B2.11	Photographer will be available for each school to shoot team and		
	candid shots at the discretion of the Principal.		
B3.0	REQUIREMENTS - SECONDARY SCHOOLS		
B3.1	A minimum of one (1) pose per student is to be taken. The order		
	forms are to stress that the payment methods are by cash, credit		
	card number with expiry date or personal cheques made payable to		
	the photography company.		
B3.2	All photography is to be on a "total satisfaction guaranteed" basis. If		
	a person wishes a refund, for whatever reason, it will be given upon		
	return of the photographs. Also, if the photographer fails to deliver		
	photographs, a refund will be given immediately.		
B3.3	Photographer is to provide an opportunity for retakes within 30 days		
	after delivery of photographs or as negotiated with the school		
	principal or designate.		
B3.4	Photographer will deliver completed order to the school with		
	individual orders in weatherproof packaging with cardboard inserts		
	to prevent damage by folding. The student's name is to be visible		
	from the outside of each envelope. All orders are to be shipped		
	complete, sorted by grade/homeroom as chosen by the principal.		

FIRM NAME :	SIGNATURE :

ITEM NO.	TERMS AND CONDITIONS	PROPONENTS RESPONSE	COMMENT
B3.5		PROPONENTS RESPONSE	COMMENT
D3.5	The photographer must offer a family plan rate whereby the full		
	price is chargeable for the first two children and an exception or		
	minimum fee is chargeable for each additional child within the		
D0 0	school for identical packages ordered.		
B3.6	Individual photos will be kept for at least a one (1) year period. In		
	the event of an emergency, the photographer would be able to		
D0 7	produce photographs of a child to be distributed as required.		
B3.7	Photographer will provide the school with a file formatted to transfer		
	images to theSIS (Fujitsu Apple System) (student record software).		
B3.8	Photographer will provide the school with a file formatted to be used		
	in creating the school yearbook.		
B3.9	Photographer will provide school with two (2) colour prints (1" x 2")		
	which will have adhesive backing, for the O.S.R. and for the office		
	index cards for all students in the school whether or not they		
	purchase a package.		
B3.10	Photographer will provide school with colour photograph identity		
	cards of all students.		
B3.10.1	The identity card will bear a bar code, the school name and		
	student's name, student number, grade and homeroom at no cost.		
	The school will distribute these to the students.		
B3.10.2	The identity cards will be sorted as requested by the school.		
B3.11	Photographer will provide the school with a composite picture of the		
	graduating class and with a composite picture of the school staff		
	each year.		
B3.11.1	Photographer will provide the school with an electronic file of the		
	composite pictures for proofing prior to the creation of hard-copy		
	composite pictures.		
B3.12	All scheduling arrangements are to be agreed upon with the		
	Principal or designate by June with pictures to be taken in		
	September and guaranteed for end of September delivery.		
B3.13	Scheduling of graduation pictures for Secondary to be arranged on		
	an individual basis at the school's discretion.		
B3.14	Photographer will be available for each school to shoot team and		
	candid shots and graduation ceremony photographs at the		
	discretion of the Principal.		
B4.0	REQUIREMENTS - ADMINISTRATORS AND SUPPORT STAFF		
B4.1	(TVDSB) Administrative Office Locations:		
B4.1.1	The TVDSB reserves the right to schedule photo day(s) for these		
	locations as well.		
B4.1.2	Photos taken at these photo days are to be used for (but not limited		
	to) identification tags, directories, presentations, recognitions, and		
	marketing/promotion.		
B4.1.3	Electronic files of these images shall be provided (or access		
	granted) to the TVDSB in a print-suitable size and format.		

FIRM NAME :	SIGNATURE :	

ITEM NO.	TERMS AND CONDITIONS	PROPONENTS RESPONSE	COMMENT
B4.1.4	Photos taken at these photo days may also be purchased by staff.		
B4.1.5	This process applies to approximately 300 staff.		
B5.0	ACCESS TO TVDSB PRINCIPAL/VICE PRINCIPAL PHOTO		
B5.1	Electronic files of images of principals and vice-principals taken at schools shall be provided (or access granted) to the TVDSB Graphic Services department by May 31st of each year in a print-		
DE 0	suitable size and format.		
B5.2	These photos are to be used for (but not limited to) identification tags, directories, presentations, recognitions, and marketing/promotion.		
B5.3	These images may be printed/framed large for school display.		
B6.0	PRIVACY AND SECURITY STANDARDS		
B6.1	The successful proponent must provide their privacy and security policy/procedures/documents. There is a minimum standard of security that includes:		
B6.1.1	Adherence to confidentiality		
B6.1.2	Use of industry-standard safeguards to protect data from loss, theft, unauthorized access, or inadvertent disclosure		
B6.1.3	Security audits and reports		
B6.2	The successful proponent must have a privacy breach protocol stipulating the board will be notified in the event of a privacy breach.		
B6.3	The successful proponent must identify where personal information is stored and give notice if they are storing data in the cloud.		
B6.3.1	If data is stored in the cloud, the Proponent must use a server located In Canada.		
B6.3.2	The successful proponent must have detailed physical, technical and administrative security measures in place (if not stated in security policy/procedures/documentations).		
B6.4	The successful proponent must agree to all terms per all items under 5.3 in Worksheet A.		
B7.0	DATA TRANSMISSION		
B7.1	The successful proponent must be able to send and receive all school and district data for their services through secure electronic communication which has an enabled firewalled network, application firewalls, intrusion detection and prevention system (IDS/IPS), and SSL encryption to maintain confidentiality and integrity of data transmitted over communication networks.		

RM NAME :	SIGNATURE :	

ITEM NO	DESCRIPTION	COST	COMMENTS
C1 0	COMMISSION - ELEMENTARY		
C1.0 C1.1	Please state the commission as a percent of gross sales at		
01.1	the elementary level.		
C2.0	SCHOOL-BOURNE PRICING - ELEMENTARY		
C2.1	Please state the price for two (2) name identified prints (1" x		
	2") one of which will have adhesive backing for OSR for all		
	students (price per student).		
C2.2	Please state the cost for bar coded school issued student		
	identity cards (per card).		
C2.3	Please state the price of graduation pictures.		
C2.4	Please state the price for team and candid shots.		
C3.0	STUDENT-BOURNE PRICING - ELEMENTARY		
C3.1	Please state the packages available, and the price for each		
	package:		
C3.1.1			
C3.1.2			
C3.1.3			
C3.1.4			
C3.1.5			
C3.1.6			
C3.1.7			
C3.1.8			
C4.0	COMMISSION - SECONDARY		
C4.1	Please state the commission as a percent of gross sales at		
	the secondary level.		
C5.0	SCHOOL-BOURNE PRICING - SECONDARY		
C5.1	Please state the price to provide the school with a file		
	formatted to transfer images to Trillium (student record		
05.0	software). Please state the cost to provide the school with one (1) colour		
C5.2	'		
	print (1" x 2") which will have adhesive backing, for the O.S.R. photo ID card for all students (price per student).		
C5.3	Please state the cost to provide the school with colour		
C5.5	photograph identity cards as per B3.9 (per card).		
C5.4	Please state the cost to provide the school with a composite		
J 55.7	picture of the graduating class each year.		
C5.5	Please state the cost to provide the school with a composite		
] 00.0	picture of the school staff each year.		
C5.6	Please state the price of graduation pictures.		
C5.7	Please state the price for team and candid shots.		
C6.0	STUDENT-BOURNE PRICING - SECONDARY		

FIRM NAME :	SIGNATURE :

THAMES VALLEY DISTRICT SCHOOL BOARD 2024 - STUDENT PHOTOGRAPHY SERVICES WORKSHEET C - PRICING

ITEM NO	DESCRIPTION	COST	COMMENTS
C6.1	Please state the packages available, and the price for each package:		
C6.1.1			
C6.1.2			
C6.1.3			
C6.1.4			
C6.1.5			
C6.1.6			
C6.1.7			
C6.1.8			
C7.0			
C7.1	Please state the charge, if applicable, to the TVDSB for the services outlined in B4.0		
C7.2	Please state the packages available to staff as per B4.1.4, and the price for each package:		
C7.2.1			
C7.2.2			
C7.2.3			
C7.2.4			
C7.2.5			
C7.2.6			
C7.2.7			
C7.2.8			
C7.3	Please state the charge, if applicable, to the TVDSB for the services outlined in B5.0		

FIRM NAME :	SIGNATURE :

THAMES VALLEY DISTRICT SCHOOL BOARD 2024 - STUDENT PHOTOGRAPHY SERVICES APPENDIX A - SUMMARY OF SERVICES

	No. of Revenue Revenue from Revenue from Schools Commissio									
		No. of Students			Schools - ID cards		n Paid to			
	School Name	Photographed	Sold	Students	and Trillium files	Team Shots, etc.	School			
1	School Name	Filologiapheu	30lu	Students	and militari nies	Team Shots, etc.	Scriool			
2										
3										
4										
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THAMES VALLEY DISTRICT SCHOOL BOARD 2024 - STUDENT PHOTOGRAPHY SERVICES APPENDIX A - SUMMARY OF SERVICES

			No. of	Revenue	Revenue from	Revenue from Schools -	Commissio
		No. of Students	Packages	from	Schools - ID cards	Graduation Pictures,	n Paid to
	School Name	Photographed	Sold	Students	and Trillium files	Team Shots, etc.	School
38							
39							
40							
41							
42							
43							
44							
45							
46							
47							
48							
49							
50							
	Total	0	0	\$0.00	\$0.00	\$0.00	\$0.00