



RFP #500
Business Continuity and Disaster Recovery Consultant

Issue Date: Thursday, August 2, 2018
Buyer: Todd Springer
Issued by: The Thames Valley District School Board
Return Date: 12:00:00 noon, local time, Tuesday, September 4, 2018

THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL 500
BUSINESS CONTINUITY AND DISASTER RECOVERY CONSULTANT
WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION - See Summary (2019Summary500.pdf).		
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.		
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 bidding 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".		

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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 2019Appendices500.xlsx file and the 2019Summary500.pdf files to your hard drive.		
2.2.1.10.1	The 2019Appendices500.xlsx 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 - Qualifications and Experience: in Excel format		
2.2.1.10.1.4	Worksheet D - Pricing: in Excel format		
2.2.1.10.1.5	Worksheet E - Criteria and Weighting: in Excel format		
2.3	IMPORTANT DATES		
2.3.1	ISSUE DATE: Thursday, August 2, 2018		
2.3.2	DEADLINE FOR QUESTIONS: Friday, August 17, 2018		
2.3.3	ANSWERS TO QUESTIONS: Wednesday, August 22, 2018		
2.3.5	RETURN DATE and TIME: prior to 12:00:00 local time Tuesday, September 4, 2018		

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2.4	QUESTIONS		
2.4.1	All questions pertaining to this bid document are to be addressed to the Buyer: Todd Springer, by email t.springer@tvdsb.ca no later than Friday, August 17, 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.		
2.4.2	Questions concerning the terms and conditions of the bid document, whether made orally or in writing, to any individual other than indicated above may, at the sole discretion of the TVDSB, render your submission noncompliant. Direct questions in written form only to: Todd Springer. The TVDSB will only be bound by written answers to questions.		
2.4.3	Answers to all questions will be posted to the TVDSB website at www.tvdsb.ca:		
2.4.3.1	www.tvdsb.ca		
2.4.3.2	click on "I'D LIKE TO"		
2.4.3.3	click on "Go to Purchasing"		
2.4.3.4	click on "Bids"		
2.4.3.5	click on "Proceed to inquiry/download page".		
2.4.3.6	Proceed to the Bid, click		
2.4.3.7	"Answers to Questions"		
2.4.3.8	View documents in PDF format.		
2.4.3.9	All bid files are available for downloading at no charge from the TVDSB website.		
2.4.4	Should any questions raised by a proponent necessitate an addendum to this bid document, the addendum will be posted to the TVDSB website. See Section 2.4.3.		
2.4.5	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	TVDSB requires that all of the project work detailed in the "Scope of Services Required" section herein be performed and completed within 12 months of the contract signing, unless agreed to by the TVDSB BCP and DRP Steering Committee.		
3.2	PRICING		
3.2.1	Proponents must complete the pricing section - Worksheet D of the Excel document.		

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3.3	TAXES		
3.3.1	HST: Where applicable, Harmonized Sales Tax must be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
3.4	INVOICING/PAYMENT TERMS		
3.4.1	All invoices must be sent to the Thames Valley District School Board, P.O. Box 5888, London, ON N6A 5L1. Attention: Accounts Payable.		
3.4.2	Applicable taxes must be shown as separate line items on all invoices.		
3.4.3	Proponents must indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.4.3.1	Proponents should state percentage discount for early payment and net payment terms, if any applies.		
3.4.4	Purchase order numbers must be stated on all invoices; invoices without will be returned unpaid.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	QUALITY		
4.1.1	The successful proponent must carry out all work to the satisfaction of the TVDSB. All trade work is to be performed by appropriately certified staff.		
4.2	REQUIREMENTS		
4.2.1	For each requirement as described in Worksheet B, proponents must place a response in the appropriate column.		
4.3	SUPPLIER OCCURRENCE REPORTS		
4.3.1	The TVDSB reserves the right at any time during the contract period to evaluate the successful proponent's service based on their contract performance.		
4.3.2	The successful proponent will be evaluated based on the evaluation form - Supplier Occurrence Reports (available upon request).		
4.3.3	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.		

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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.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to the successful proponent within 30 days of the award if in the opinion of the TVDSB the successful proponent 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 are solely the responsibility of the proponent.		
5.1.10	All of the terms and conditions of this bid are deemed to be accepted by the proponent and incorporated into the proponent(s)' proposal submissions. 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. Any conflict in the wording of the successful 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.		
5.1.11	The successful proponent 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 must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		

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5.1.12	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.		
5.1.13	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.		
5.1.14	All TVDSB policies, procedures and regulations must be adhered to by the successful proponent.		
5.1.14.1	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		
5.1.14.2	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.14.3	The successful proponent is obliged to cooperate with all recycling and environmental procedures and initiatives established by government and the TVDSB.		
5.1.15	The successful proponent will reimburse the TVDSB for any damages through negligence or willful acts of any of the successful proponent's employees or contracted staff.		
5.1.16	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.		
5.1.17	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.		
5.1.18	The successful proponent 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.		

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5.1.19	This bid document is being issued pursuant to the TVDSB's Purchasing Policy and Procedure. See https://www.tvdsb.ca/uploads/21/Doc_636488424557574593.pdf?ts=636686319526098953 .		
5.1.20	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 shall allow such access with the understanding that the participating organizations be responsible for their own contract management.		
5.2	CANCELLATION OF CONTRACT / LOSS OF SERVICE		
5.2.1	The TVDSB reserves the right to terminate this contract with 30 days written notice if, in its opinion, the successful proponent fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful proponent 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 for damages that result from the breach of the terms and conditions of the contract, by the successful proponent.		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful proponent 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 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 for any indebtedness of the supplier that may impact on the TVDSB.		
5.2.4	The successful proponent shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful proponent, the TVDSB's staff or third party interruptions.		
5.2.5	In the event that the successful proponent becomes insolvent, and/or the successful proponent 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 with another service provider suitable to the TVDSB in addition to all of its other rights pursuant to the term of this bid.		

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5.3	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT		
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 right, title and interest that they have in the bid submission, and any addendum to the TVDSB, including the right to copy and/or publish the same as the TVDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.		
5.3.3	All 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.		
5.4	PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT		
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 proponent 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:		
5.4.1.1	All PIPEDA Protected Information the proponent collects directly from the individual or indirectly from the Board or others		
5.4.1.2	All PIPEDA Protected Information the proponent uses or discloses in the course of responding hereto or in performing its obligation under any subsequent agreement and,		
5.4.1.3	All PIPEDA Protected Information the proponent transfers or discloses to the Board		
5.4.2	For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.		

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5.5	ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES		
5.5.1	The successful proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or service to persons with disabilities. The proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website: http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm		
5.6	HUMAN RIGHTS AND CHILD LABOUR LAWS		
5.6.1	Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB. 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 website address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.6.3.1	http://www.ilo.org		
5.7	HEALTH, SAFETY REGULATIONS		
5.7.1	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 O-1. Their workers must be trained in WHIMS in accordance with Occupational Health and Safety Act Regulations. They must adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws. See https://www.tvdsb.ca/uploads/21/Doc_636488424557574593.pdf?ts=636686319526098953 .		

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5.8	WORKPLACE SAFETY AND INSURANCE BOARD		
5.8.1	The successful proponent 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 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 to the TVDSB's representative within 24 hours.		
5.9	COMMERCIAL LIABILITY INSURANCE		
5.9.1	The successful proponent 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.		
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 \$2 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$2 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 \$2 million per occurrence from the commencement of the contract should the contract be awarded to the proponent. The successful proponent 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 at least 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		

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5.9.2.9	Cross Liability Clause and Severability of Interest Clause		
5.9.3	Upon an award to the successful proponent 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 or its employees or subcontractors during the performance of its obligations under the contract.		
5.9.4	The successful proponent agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or willful acts on the part of the successful proponent or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		
5.10	MOTOR VEHICLE LIABILITY INSURANCE		
5.10.1	Proponents must state if their 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 proponent 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 further agrees to maintain that good standing throughout the term of the contract.		

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5.10.4	Upon an award to the successful proponent 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 or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		
5.10.4.1	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:		
5.10.4.2	Third Party Liability Coverage in the form of OAP-1		
5.10.5	The successful proponent 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 or any of its representatives or employees by way of the ownership or operation of an automobile.		
5.11	CANADA'S ANTISPAM LEGISLATION		
5.11.1	Please note that vendors are required to comply with all applicable laws, including Canada's Antispam Legislation ("CASL"), in providing goods or services to the TVDSB. This also extends to communications sent on the TVDSB's behalf. The successful proponent will be required to indemnify the TVDSB for any failure by the successful proponent to comply with CASL, to the extent that the successful proponent's action, or inaction, could expose the TVDSB to liability.		
6.0	PROPONENT PROFILE		
6.1	ADMINISTRATION and ORGANIZATION		
6.1.1	Proponents must provide the names of the engagement team in Worksheet C, C2.3 of the Excel document.		
6.1.2	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.		
6.1.3	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.		

FIRM NAME : _____

SIGNATURE : _____

THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL 500
BUSINESS CONTINUITY AND DISASTER RECOVERY CONSULTANT
WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
7.0	BID SUBMISSION		
7.1	PROPOSERS' 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	Printed and signed copies of the Summary and all Worksheets.		
7.1.3	Failure to respond in electronic format will deem the bid noncompliant.		
7.1.4	All bid documents are to be submitted in an envelope marked with the bid name and number (as set out in Section 9.5 - Labeling of Envelope).		
7.1.5	Proponents' submissions shall include page numbers for ease of reference by committee members.		
7.1.6	The specifications and pricing section of the bid submission shall 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.		
7.2	RETURN LOCATION FOR HARDCOPY DOCUMENTS		
7.2.1	Sealed bid submissions must be returned to:		
7.2.2	"Tenders Clerk"		
7.2.3	Tenders Clerk's box, Basement, Education Centre		
7.2.4	Thames Valley District School Board		
7.2.5	1250 Dundas Street		
7.2.6	London, Ontario		
7.2.7	N5W 5P2		
7.2.8	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).		
7.2.9	The bid submission must be returned to the "Tenders Clerk" for your bid submission to be accepted.		
7.2.10	Delivery to the "Tenders Clerk" is the responsibility of the proponent.		
7.2.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		
7.2.12	Late bids will be returned to the proponent, unopened, if a return address is included on the submission envelope.		
8.0	AWARD		
8.1	EVALUATION PROCESS		
8.1.1	An evaluation committee has been 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.		

FIRM NAME : _____

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THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL 500
BUSINESS CONTINUITY AND DISASTER RECOVERY CONSULTANT
WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
8.1.3	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the evaluation criteria shown in Worksheet E - Criteria and Weighting.		
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.		
8.1.7	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.		
8.2	AWARD AND NOTIFICATION OF CONTRACT		
8.2.1	The results of this bid will be posted to the TVDSB website 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	Proceed to the Bid, click		
8.2.1.7	"Results - Check Mark"		
8.2.1.8	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB website.		
8.3	DEBRIEFING		
8.3.1	Not later than 60 calendar days following the date of posting of a contract award notification in respect of the RFP, a proponent may contact the Buyer requesting a debriefing from the TVDSB, and the TVDSB shall conduct such debriefing in accordance with the requirements of the Ontario Broader Public Sector Procurement Directive.		
8.3.2	Any request that is not timely received will not be considered and the proponent will be notified in writing.		
8.3.3	Proponents should note that, regardless of the time of submission of a request by a proponent, debriefings will not be provided until such time as a contract award notification has been posted.		

FIRM NAME : _____

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THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL 500
BUSINESS CONTINUITY AND DISASTER RECOVERY CONSULTANT
WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
8.4	BID PROTEST PROCEDURE		
8.4.1	In the event that a proponent wishes to review the decision of the TVDSB in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the proponent shall submit a protest in writing to the TVDSB within 10 calendar days from such a debriefing.		
8.4.2	Any protest in writing that is not timely received will not be considered and the proponent will be notified in writing.		
8.4.3	A protest in writing shall include the following:		
8.4.3.1	A specific identification of the provision and/or procurement procedure that is alleged to have been breached;		
8.4.3.2	A specific description of each act alleged to have breached the procurement process;		
8.4.3.3	A precise statement of the relevant facts;		
8.4.3.4	An identification of the issues to be resolved;		
8.4.3.5	The proponent's arguments and supporting documentation; and		
8.4.3.6	The proponent's requested remedy.		
8.4.3.7	In the event of any dispute or claim arising between the Board and any proponent as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim within fourteen (14) calendar days of dispute or cause of action arising. The parties agree that they will first work together in good faith to resolve the matter internally by escalating it to higher levels of management and then if necessary, use mutually agreeable alternative dispute resolution prior to resorting to litigation. Each party shall continue performing its obligations during the resolution of any dispute.		
9.0	ELECTRONIC BIDDING INSTRUCTIONS		
9.1	DOWNLOADING BID DOCUMENTS		
9.1.1	All documents are available from the TVDSB website 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.		

FIRM NAME : _____

SIGNATURE : _____

THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL 500
BUSINESS CONTINUITY AND DISASTER RECOVERY CONSULTANT
WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.2	COMPUTER SYSTEM REQUIREMENTS		
9.2.1	To use the TVDSB's electronic website system, proponents must be using Microsoft Internet Explorer.		
9.3	BID WORKSHEETS		
9.3.1	Download the files "2019Appendices500.xlsx" and "2019Summary500.pdf" from the Associated Files.		
9.3.1.1	The 2019Appendices500.xlsx 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 - Qualifications and Experience: in Excel format		
9.3.1.1.4	Worksheet D - Pricing: in Excel format		
9.3.1.1.5	Worksheet E - Criteria and Weighting: 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. from Excel to Word, .pdf, etc.). They must be uploaded to us in the original 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 and the Summary. The printed and signed copies must be returned as hard copies.		
9.3.4	Upload files back to the TVDSB using the "Your Uploaded Files for this Tender" area.		
9.4	BID REPORT		
9.4.1	The "Bid Report" button must be clicked to initiate the transfer of any uploaded files into our system.		
9.5	LABELING OF ENVELOPE		
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,		
9.5.6	1250 Dundas Street,		
9.5.7	LONDON, Ontario		
9.5.8	N5W 5P2		
9.5.9	Business Continuity and Disaster Recovery Consultant		
9.5.10	500/2019/TS		
9.5.11	Return Date: By no later than 12:00:00 local time, Tuesday, September 4, 2018		

FIRM NAME : _____

SIGNATURE : _____

THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL 500
BUSINESS CONTINUITY AND DISASTER RECOVERY CONSULTANT
WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
10.0	SIGNATURE PAGE		
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:		
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:		
	Todd Springer Purchasing Services	Matthew Reid Chairperson	

FIRM NAME : _____

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THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL 500
BUSINESS CONTINUITY AND DISASTER RECOVERY CONSULTANT
WORKSHEET B - REQUIREMENTS

ITEM NO.	REQUIREMENTS	WILL COMPLY / WILL NOT COMPLY	COMMENT
B1.0	SCOPE OF SERVICES REQUIRED		
B1.1	The successful proponent is expected to plan the engagement, conduct fieldwork and report on the results of the engagement to the TVDSB Steering Committee.		
B1.2	In a .pdf document attachment the proponent(s) shall describe its methodology in order to meet the final deliverables and each item outlined in Scope of Work Section in the Summary document. The Document must follow the structure as outlined below:		
B1.2.1	Provide an overall statement of work		
B1.2.2	Provide a project timeline showing major project milestones and major tasks, and the recommended time required to support each stage of the engagement		
B1.2.3	Provide a detailed work breakdown outlining the key activities / exercises which will be undertaken to complete the project, inclusive of at least the activities listed in the Scope of Work Section in the Summary document		
B1.2.4	Provide a sample final deliverable report and/or template		
B2.0	PROJECT MANAGEMENT		
B2.1	While TVDSB will have appointed an internal Project Manager to this engagement as liaison, the successful proponent will have overall responsibility for providing Project Management oversight and engaging relevant TVDSB stakeholders, as identified by TVDSB. The successful proponent must include at a minimum the project management and governance activities listed below:		
B2.1.1	A project kick-off meeting to introduce the project to the TVDSB Project Sponsor, Project Manager and the BCP and DRP Steering Committee to review goals and set expectations;		
B2.1.2	Establishing a project plan & timeline, with major milestones identified;		
B2.1.3	Establishing a status update meeting and reporting frequency & schedule;		
B2.1.4	Identify human resource requirements for both the successful proponent and TVDSB at each stage of the project;		
B2.1.5	Establishing the payment schedule;		
B2.1.6	Establishing a risk register and management plan;		
B2.1.7	Establishing a communications and project awareness plan.		
B3.0	SCOPE CHANGE		
B3.1	Project scope may only be changed as approved in writing by the TVDSB BCP and DRP Steering Committee through a change control process.		
B4.0	CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT		
B4.1	The successful proponent shall sign, subsequent to the awarding the bid, the Non-Disclosure Agreement which has been made available for download with the bid documents and shall keep all matters involving this project privileged and confidential		

FIRM NAME: _____

SIGNATURE: _____

THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL 500
BUSINESS CONTINUITY AND DISASTER RECOVERY CONSULTANT
WORKSHEET C - QUALIFICATIONS AND EXPERIENCE

ITEM NO.	PROPONENT ATTRIBUTES			
C1.0	VENDOR EXPERIENCE	IN COMPLIANCE (Y/N)	DESCRIPTION	
C1.1	Proponents must have a minimum of 10 years of experience providing business continuity and disaster recovery consulting services.			
C1.2	Proponents must provide a description of the number of years that they have been providing business continuity consulting services.			
C1.3	Proponents should describe their established customer base in detail, with at least three examples no older than 7 years, noting the type of engagement and the year the work was completed. The proponent should note any prior engagements with both K-12 Canadian school districts (noting their size based on number of school / facility locations) and/or other educational institutions (e.g. universities, community colleges, etc.), if applicable.			
	Brief Description of Engagement	Organization that Engagement Was Completed For	Profile of Organization that Engagement Was Completed For	When Was Engagement Completed?
C1.3.1				
C1.3.2				
C1.3.3				
C1.3.4				
C1.3.5				
C1.3.6				
C1.3.7				
C1.3.8				

FIRM NAME: _____

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THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL 500
BUSINESS CONTINUITY AND DISASTER RECOVERY CONSULTANT
WORKSHEET C - QUALIFICATIONS AND EXPERIENCE

ITEM NO.	PROPOSER ATTRIBUTES		
C2.0	QUALIFICATIONS AND EXPERIENCE OF ENGAGEMENT TEAM		
C2.1	<p>The successful proposer must assign a single business continuity professional (proposer Project Lead) who at a minimum holds a recognized BCP designation in good standing:</p> <ul style="list-style-type: none"> • Certified Business Continuity Professional; and / or • Certified Business Continuity Manager; and / or • Associate Business Continuity Professional certification <p>and has 10 years BCP project management experience (with a listing of the past management BCP and DRP experience for that timeframe), to the TVDSB for the duration of the engagement, as the main project lead and contact. Proof of the designation shall be provided with the submission.</p>		
C2.2	<p>Should the aforementioned resource be required to leave the project due to unforeseen circumstances, the successful proposer must replace that individual with an equally qualified professional who will be the single point of contact for the TVDSB for the duration of the engagement. The successful proposer will be responsible for ensuring that all necessary knowledge transfer is performed within a reasonable timeframe.</p>		

FIRM NAME: _____

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THAMES VALLEY DISTRICT SCHOOL BOARD
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WORKSHEET C - QUALIFICATIONS AND EXPERIENCE

ITEM NO.	PROPONENT ATTRIBUTES			
C2.3	<p>Furthermore a detailed list of the cumulative BCP or DRP experience of the engagement team (inclusive of the proponent Project Lead above) with either the aforementioned BCP designations or qualifications listed below:</p> <ul style="list-style-type: none"> • Advanced university degree in a technical or business area of study; and /or • Certified Disaster Recovery Engineer; and /or • Disaster Recovery Professional; and /or • Certifications from the Business Resilience Certification Consortium International; and /or • Certified Information Systems Security Professional (CISSP) ; and /or • Project Management Professional; and /or • Certified Information Systems Auditor (CISA) <p>shall be provided. Note that engagement team members with less than 2 years' experience will not be awarded any points towards the cumulative total.</p>			
	Employee Name	Position on Team	Number of Years Experience with Pay Equity and Job Evaluation	Qualifications
C2.3.1				
C2.3.2				
C2.3.3				
C2.3.4				
C2.3.5				
C2.3.6				
C2.3.7				
C2.3.8				
C2.3.9				
C2.3.10				

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THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL 500
BUSINESS CONTINUITY AND DISASTER RECOVERY CONSULTANT
WORKSHEET C - QUALIFICATIONS AND EXPERIENCE

ITEM NO.	PROPONENT ATTRIBUTES	
C3.0	REFERENCES	
C3.1	Proponents must provide a minimum of three references where you have successfully completed projects similar to the project outlined in this bid document within the last seven (7) years. The reference must contain the following information:	
C3.1.1	Reference 1 - Company Name:	
C3.1.2	Reference 1 - Address:	
C3.1.3	Reference 1 - Contact Name:	
C3.1.4	Reference 1 - Phone Number:	
C3.1.5	Reference 1 - e-mail address:	
C3.1.6	Reference 2 - Company Name:	
C3.1.7	Reference 2 - Address:	
C3.1.8	Reference 2 - Contact Name:	
C3.1.9	Reference 2 - Phone Number:	
C3.1.10	Reference 2 - e-mail address:	
C3.1.11	Reference 3 - Company Name:	
C3.1.12	Reference 3 - Address:	
C3.1.13	Reference 3 - Contact Name:	
C3.1.14	Reference 3 - Phone Number:	
C3.1.15	Reference 3 - e-mail address:	

FIRM NAME: _____

SIGNATURE: _____

THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL 500
BUSINESS CONTINUITY AND DISASTER RECOVERY CONSULTANT
WORKSHEET D - PRICING

ITEM NO.	TERMS AND CONDITIONS	PRICING	COMMENT
D1.0	PRICING	Total cost for Project Completion	
D1.1	The proponent shall provide an all-inclusive costing (including travel, materials costs, facilitation time, travel time, and additional work outside of the scope noted above which the Proponent feels is necessary for the success of the project, etc.) which shall be charged to the project (excluding tax). Costing for the project may not change following the proposal.		
D1.2	Hourly rates of each member of the project team:		
	Team Member	Hourly Rate	
D1.2.1			
D1.2.2			
D1.2.3			
D1.2.4			
D1.2.5			
D1.2.6			
D1.2.7			
D1.2.8			
D1.2.9			
D1.2.10			

FIRM NAME: _____

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THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL 500
BUSINESS CONTINUITY AND DISASTER RECOVERY CONSULTANT
WORKSHEET E - CRITERIA AND WEIGHTING

<i>BCP and DRP</i>		<u>POSSIBLE</u>	<u>POSSIBLE</u>		
	<u>CRITERIA</u>	<u>POINTS</u>	<u>SUB-POINTS</u>	<u>COMMENTS</u>	<u>TIED TO WORKSHEET</u>
1	Vendor Experience	9.00	6.00	Years of experience providing BCP and DRP consulting.	C1.1 - C1.3
			3.00	K-12 Canadian school district experience	C1.3
2	Information from References Performance Record	6.00	6.00	2 possible points for each of three references	A 6.1
3	Qualifications and Experience of Engagement Team	15.00	15.00	Cumulative total experience	C2.3
4	Scope of Services	40.00	5.00	Statement of work	B1.2.1
			15.00	Timeline	B1.2.2
			10.00	Work breakdown	B1.2.3
			10.00	Final report sample or template	B1.2.4
5	Costing	30.00	30.00	As per BPS formula	D
	TOTAL	100.00	100.00		

FIRM NAME: _____

SIGNATURE: _____