



TENDER #698
CHROMEBOOK MANAGEMENT AND CONTENT FILTERING

Issue Date: Wednesday, April 26, 2017

Buyer: Jennifer Frederickson

Issued by: Thames Valley District School Board

RETURN DATE and TIME: prior to 12:00:00 noon local time Thursday, May 18, 2017

THAMES VALLEY DISTRICT SCHOOL BOARD
2017 - TENDER - CHROMEBOOK MANAGEMENT AND CONTENT FILTERING
WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL 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 75,000 students.		
1.0.2	The TVDSB may agree to permit other public organizations within Ontario to access any contract(s) that may result from this solicitation. The successful proponent(s) shall allow such access with the understanding that the participating organizations be responsible for their own contract management.		
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 Chromebook Management and Content Filtering subject to the conditions herein.		
1.2	BACKGROUND		
1.2.1	TVDSB is embarking on a trial program where we will be providing Chromebooks to students. TVDSB is seeking a Chromebook management solution that will provide device management and content filtering. It is expected that the management tools will work both at TVDSB locations and at any locations where the student will use the Chromebook.		
1.2.2	The trial is expected to include 1700 students and teachers with a similar number of Chromebooks. Costing estimations are to be based on this number.		
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.		

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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 bid entry system which is available on the internet at:		
2.2.1.1	www.tvdsb.ca		
2.2.1.2	"Board"		
2.2.1.3	"Purchasing"		
2.2.1.4	"Bids"		
2.2.1.5	Scroll to the end of the document, click "Proceed to inquiry/download page".		
2.2.1.6	Proceed to the bid, click "New" icon		
2.2.1.7	You will be directed to the "TVDSB Client Portal"		
2.2.1.7.1	Proponents that already have a TVDSB Client Portal account:		
2.2.1.7.1.1	Click "TVDSB Login".		
2.2.1.7.1.2	Login using TVDSB Client Portal account and password.		
2.2.1.7.2	Proponents that do not already have a TVDSB Client Portal account:		
2.2.1.7.2.1	Click "Sign up now".		
2.2.1.7.2.2	Read TVDSB Client Portal Disclaimer, scroll to bottom and click "I agree" or "I do not agree".		
2.2.1.7.2.3	If "I do not agree" was clicked, you will not be able to proceed. If "I agree" was clicked, you will be taken to "New Account Application".		
2.2.1.7.2.4	Complete account information and click "Create My Account"		
2.2.1.7.2.5	Click "TVDSB Login".		
2.2.1.7.2.6	Login using new TVDSB Client Portal account and password.		
2.2.1.8	Within the Client Portal click "Open to Bid"		
2.2.1.9	Click on the "New" icon for the bid upon which you will be bidding.		
2.2.1.10	Download the 2017Appendices698.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: Fees in Excel format		
2.3	RETURN LOCATION		
2.3.1	Sealed bid submissions must be returned to:		
2.3.2	"Tenders Clerk"		
2.3.3	Tenders Clerk's box, Basement, Education Centre		
2.3.4	Thames Valley District School Board		
2.3.5	1250 Dundas Street		
2.3.6	London, Ontario		

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2.3.7	N5W 5P2		
2.3.8	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.5 - Labeling of Envelope).		
2.3.9	The bid submission must be returned to the "Tenders Clerk" for your bid submission to be accepted.		
2.3.10	Delivery to the "Tenders Clerk" is the responsibility of the proponent.		
2.3.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		
2.3.12	Late bids will be returned to the proponent, unopened, if a return address is included on the submission envelope.		
2.4	IMPORTANT DATES		
2.4.1	ISSUE DATE: Wednesday, April 26, 2017		
2.4.2	RETURN DATE and TIME: prior to 12:00:00 noon local time Thursday, May 18, 2017		
2.5	QUESTIONS		
2.5.1	All questions pertaining to this bid document are to be addressed to: Jennifer Frederickson, Buyer, by Fax (519) 452-2399 or email j.frederickson@tvdsb.on.ca. 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 year, unless otherwise provided herein, terminating on May 31, 2018.		
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of four years in one (1) year increments and will advise the proponent, in writing, of their intentions.		
3.1.3	Proponents should state if your company would agree to extending this contract with the same terms and conditions for a second year ending May 31, 2019.		
3.1.4	Proponents should state if your company would agree to extending this contract with the same terms and conditions for a third year ending May 31, 2020.		
3.1.5	Proponents should state if your company would agree to extending this contract with the same terms and conditions for a fourth year ending May 31, 2021.		
3.1.6	Proponents should state if your company would agree to extending this contract with the same terms and conditions for a fifth year ending May 31, 2022.		
3.2	PRICING		
3.2.1	Proponents must complete the fee/pricing section - Worksheet C		
3.2.1.2	Proponents must print and sign all Worksheets.		
3.2.2	All charges must be included in the cost of the item. Prices quoted must be for goods and services exactly as specified and in Canadian funds, unless otherwise indicated.		
3.2.3	Prices 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 one year term of the contract and thereafter only manufacturer's price increase (supported by documentation) will be allowed.		

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3.2.5	The TVDSB expects to order in multiple times over the length of this contract.		
3.2.6	This contract will be awarded to one bidder. 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	ORDERING and DELIVERY		
3.4.1	Delivery for all items will be directly to our Schools, Distribution Centre, Educational Resource Centre, Facility Services Offices or Community Education Centres, as stated at http://www.tvdsb.ca/schools.cfm?subpage=3826 .		
3.4.2	Delivery dates will be specified on all of our purchase orders. Immediate delivery will be accepted unless otherwise designated on our purchase orders.		
3.4.3	Orders are to be delivered to the address stated on the purchase order. If delivery is made to an incorrect location, it will be the responsibility of the successful proponent to correct the error.		
3.4.4	The successful proponent(s) bears the risk of loss with respect to software until delivery and/or installation is complete.		
3.4.5	The TVDSB's purchase order number must appear on all packages, packing slips, correspondences, customs documentation and freight bills of lading.		
3.4.6	The lead time shown will be used to calculate delivery dates on our purchase orders and to monitor your company's performance. The lead time must be met as it is one of our criteria considered in the decision, and award, of this and future contracts.		
3.4.6.1	Proponents must state the lead time		
3.4.7	Not all goods will be ordered at one time; orders will be placed as requests are received from our schools or TVDSB departments.		
3.4.8	Please indicate delivery date from receipt of our order.		
3.4.9	State minimum dollar value per order.		
3.4.10	TVDSB Purchasing Services will issue a Purchase Order.		
3.5	INVOICING/PAYMENT TERMS		
3.5.1	All invoices must be sent to the Thames Valley District School Board, P.O. Box 5888, London, ON N6A 5L1. Attention: Accounts Payable.		
3.5.2	Applicable taxes must be shown as separate line items on all invoices.		
3.5.3	Proponents should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.5.3.1	Proponents should state percentage discount for early payment and net payment terms.		
3.5.4	Purchase Order number must be stated on all invoices; invoices without the Thames Valley District School Board Purchase Order number will be returned unpaid.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	QUALITY		
4.1.1	Unless otherwise specified, software must be fit for the purpose for which it is being acquired and free from defects. The decision of the TVDSB pertaining to items being rejected is final.		

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4.1.2	Manufacturers' brand names and numbers must be indicated in the appropriate field in Worksheet C - Fees.		
4.1.3	The determination of equal quality will be based on our internal professional opinions.		
4.1.4	In addition to price, quality and suitability to school use will be among the first considerations. Delivery lead times, service, performance record, manufacturer's warranties and the value of the overall award will also be taken into consideration when awarding this contract.		
4.1.5	Any material, equipment, service or work ordered which, in the opinion of the TVDSB, does not completely fulfill the specifications must immediately be removed and/or completed to the specifications or sample quality at the expense of the successful proponent.		
4.2	QUANTITY		
4.2.1	The quantity indicated is a forecast and may increase or decrease. The successful proponent(s) will be responsible for supplying the quantities that are eventually ordered for each item awarded during the term of this bid at the quoted price.		
4.3	REQUIREMENTS		
4.3.1	For each requirement as described in worksheet B proponents must place a response in the appropriate column.		
4.3.2	The successful proponent(s) should be a certified dealer/distributor of the manufacturer of the equipment/products they are proposing.		
4.4	SAMPLES/DEMONSTRATION		
4.4.1	Each proponent may be required to submit, at the proponent's own expense, a trial subscription for examination and comparison purposes. This must be done on request and at a time and location chosen by the TVDSB.		
4.5	SUBSTITUTIONS		
4.5.1	In the event that the software provided becomes discontinued during the contract, the proponent must notify the Purchasing Services Department for authorization before the software is substituted. Successful proponents may be required to provide samples of the proposed software before sending shipments. The Board reserves the right to return or deny any software if in our opinion the software supplied does not conform to the specifications in this bid document.		
4.6	PRESENTATION/INTERVIEW/DEMONSTRATION		
4.6.1	Qualified proponents may be required to make a presentation/attend an interview at the proponents' own expense or arrange a visit for the evaluation committee to an existing installed location that matches the requirements of the bid. No bid alterations will be allowed. Notification will be given to qualified proponents as to time and place.		
4.7	SUPPLIER OCCURRENCE REPORTS		
4.7.1	The TVDSB reserves the right at any time during the contract period to evaluate the successful proponents service based on their contract performance.		
4.7.2	The successful proponent will be evaluated based on the evaluation form - Supplier Occurrence Reports (available upon request).		
4.7.3	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		

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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 should have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable proponent.		
5.1.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful proponent(s) within 30 days of the award if in the opinion of the TVDSB the successful proponent(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the proponent		
5.1.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB reserves the right to decline any or all bid submissions, or to cancel the bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the TVDSB to any proponent for any expense, cost, loss or damage incurred or suffered by the proponent as a result of such withdrawal.		
5.1.9	All costs associated with the preparation of the bid submission will be solely the responsibility of the proponent.		
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		
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		
5.2.1	The TVDSB reserves the right to terminate this contract with 30 days written notice if, in its opinion, the successful proponent(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful proponent(s) shall remain responsible for its obligations under this contract up to the date of termination. The TVDSB reserves the right to commence an action in a court of competent jurisdiction against the successful proponent(s) for damages that result from the breach of the terms and conditions of the contract, by the successful proponent(s).		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful proponent(s) under the contract the total outstanding amount from time to time and for all damage claims by the TVDSB or any third parties arising out of this contract which have not been resolved by the successful proponent(s) or its insurer.		
5.2.3	The TVDSB reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful proponent(s) for any indebtedness of the supplier that may		

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5.2.4	The successful proponent(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful proponent(s), the TVDSB's staff or third party interruptions.		
5.2.5	In the event that the successful proponent(s) becomes insolvent, and/or the successful proponent(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the TVDSB shall have the right to replace the successful proponent(s) with another service provider suitable to the TVDSB in addition to all of its other rights pursuant to the term of this bid.		
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 rights, titles and interests that they have in the bid submission, and any addendum to the TVDSB, including the right to copy and/or publish the same as the TVDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.		
5.3.3	All proponents agree not to disclose any information provided by the TVDSB in this bid document to any third party without the written consent of the TVDSB.		
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:		
5.4.2	All PIPEDA Protected Information the proponents collects directly from the individual or indirectly from the Board or others		
5.4.3	All PIPEDA Protected Information the proponents uses or discloses in the course of responding hereto or in performing its obligation under any subsequent agreement and,		
5.4.4	All PIPEDA Protected Information the proponent transfers or discloses to the Board		
5.4.5	For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.		
5.5	ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES		

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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 web site 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	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) must be completely assembled and must bear a label showing approval of assembly prior to delivery. The TVDSB shall not accept any equipment that has not been inspected and approved. If not so approved, the TVDSB reserves the right to invoice the successful proponent(s) for the cost of certification/replacement.		
5.7.2	Every person who supplies any machine, device, tool, equipment or service to the TVDSB must ensure that the machine, device, tool, equipment or service complies with the Occupational Health and Safety Act and Regulations of Industrial Establishments. The burden of proof rests with the supplier.		
5.7.3	The Ministry of Education and Training and the Ministry of Health provides regulations specifying which substances/products are not acceptable. If applicable, the successful proponent(s) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.		
5.7.4	The Occupational Health and Safety Act describes the responsibilities of an employer. The TVDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHMIS in accordance with Occupational Health and Safety Act Regulations. They must adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
5.7.5	No supplier will be awarded any product that requires a Material Safety Data Sheet unless the proponent complies with the conditions above.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.7.6	The TVDSB reserves the right to request a copy of a proponent's Health and Safety Policy, Procedures and Guidelines.		
5.8	COMMERCIAL LIABILITY INSURANCE		
5.8.1	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.		
5.8.2	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 \$1 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 \$1 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 \$1 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.		
5.8.2.1	This liability policy shall contain the following coverage:		
5.8.2.2	Personal Injury and Property Damage		
5.8.2.3	Non-Owned Automobile Liability		
5.8.2.4	Owners and Contractors Protective Coverage		
5.8.2.5	Contractual Liability		
5.8.2.6	Broad Form Property Damage		
5.8.2.7	Products and Completed Operation Insurance		
5.8.2.8	Contingent Employees Liability		
5.8.2.9	Cross Liability Clause and Severability of Interest Clause		
5.8.3	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.		
5.8.4	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.		
5.9	MOTOR VEHICLE LIABILITY INSURANCE		
5.9.1	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.		

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5.9.2	In the event of an affirmative answer to 5.9.1, 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 5.9.3 to 5.9.4 also apply to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.		
5.9.3	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.		
5.9.3.1	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:		
5.9.3.2	Third Party Liability Coverage in the form of OAP-1		
5.9.4	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.		
5.9.5	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.		
5.10	CANADA'S ANTISPAM LEGISLATION		
5.10.1	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.		
6.0	PROPONENT PROFILE		
6.1	REFERENCES		

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6.1.1	New proponents should provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. The reference should contain the following information:		
6.1.1.1	Reference 1 - Company Name:		
6.1.1.2	Reference 1 - Address:		
6.1.1.3	Reference 1 - Contact Name:		
6.1.1.4	Reference 1 - Phone Number:		
6.1.1.5	Reference 1 - Fax Number:		
6.1.1.6	Reference 1 - e-mail address:		
6.1.1.7	Reference 2 - Company Name:		
6.1.1.8	Reference 2 - Address:		
6.1.1.9	Reference 2 - Contact Name:		
6.1.1.10	Reference 2 - Phone Number:		
6.1.1.11	Reference 2 - Fax Number:		
6.1.1.12	Reference 2 - e-mail address:		
6.1.1.13	Reference 3 - Company Name:		
6.1.1.14	Reference 3 - Address:		
6.1.1.15	Reference 3 - Contact Name:		
6.1.1.16	Reference 3 - Phone Number:		
6.1.1.17	Reference 3 - Fax Number:		
6.1.1.18	Reference 3 - e-mail address:		
6.2	ADMINISTRATION and ORGANIZATION		
6.2.1	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.		
6.2.2	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.		
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	Printed and signed copies of all Worksheets.		
7.1.3	Failure to respond in electronic format will deem the bid noncompliant.		
7.1.4	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.5 - Labeling Instructions).		
7.1.5	Proponents' submissions should include page numbers for ease of reference by committee members.		
7.1.6	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		

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7.1.7	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.		
8.1.7	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 web site as soon as decisions have been made:		
8.2.1.1	www.tvdsb.ca		
8.2.1.2	"Board"		
8.2.1.3	"Purchasing"		
8.2.1.4	"Bids"		
8.2.1.5	"Electronic Bidding Instructions, Bid Download and Bid Results",		
8.2.1.6	Scroll to the end of the document, click "Proceed to inquiry/download page".		
8.2.1.7	Proceed to the Bid, click "Results - Check Mark"		
8.2.1.8	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		
Jennifer Frederickson Purchasing Department		Matthew Reid Chairperson	
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 "Board"		
9.1.3	Click "Purchasing"		
9.1.4	Click "Bids"		
9.1.5	Read "Electronic Bidding Instructions, Bid Download and Bid Results" or "Bids"		
9.1.6	Click "Proceed to Inquiry/Download page"		
9.1.7	Click on the "Name of the Bid" to view documents in PDF format.		

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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 Internet Explorer.		
9.3	BID WORKSHEETS		
9.3.1	Download the file "2017Appendices698.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: Fees in Excel format		
9.3.2	Complete the worksheets.		
9.3.2.1	Do not convert the worksheets to a different file format (i.e. Word, .pdf, etc.). They must be uploaded to us in Excel format.		
9.3.2.2	Do not modify the Excel files by adding or deleting rows or columns, etc.		
9.3.3	Print and sign all worksheets. The printed and signed copies must be returned as hardcopies.		
9.3.4	Upload files back to us using the "Your Uploaded Files for this Tender" area.		
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	Chromebook Management and Content Filtering		
9.5.10	Bid #698		
9.5.11	RETURN DATE and TIME: prior to 12:00:00 noon local time Thursday, May 18, 2017		
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 worksheet. All required worksheets 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		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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:		

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WORKSHEET B - REQUIREMENTS

Item No.	DESCRIPTION	WILL COMPLY/WILL NOT COMPLY	COMMENT
B1	CONTENT FILTERING		
B1.1	Provide web content filtering, including the following categories: pornography, gambling, gaming, alcohol, drugs, file sharing		
B1.2	Content filtering must work at school and any location the Chromebook will function while connected to the Internet		
B1.3	Must have customizable filter list to block specific URL's		
B1.4	Must have customizable filter list to allow specific URL's		
B1.5	Must provide IPS services to minimize phishing, malware, ransomware etc.		
B1.6	Should provide ability to by-pass content filter through use of password, acceptable use web page or other method		
B1.7	Should provide ability to filter YouTube Content		
B1.8	Should be CIPA compliant		
B1.9	Provide summary date of sites accessed, type of sites etc.		
B1.10	Have "group" based filtering (ability to assign filtering based on G-Suite user Groups)		
B2	DEVICE MANAGEMENT		
B2.1	Provide device tracking		
B2.2	Provide device lockout in the event of theft		
B2.3	Provide geolocation of devices		
B2.4	Wipe lost or stolen devices		
B2.5	Send customizable message to lost or stolen device		
B3	LOGGING		
B3.1	Provide user and device logging, including all web activity, time of day, type of activity		
B3.2	Log files to be available online for a minimum of three months		
B3.3	Log files should be downloadable for use in investigations		
B3.4	Logging to highlight non-approved sites		
B3.5	Must include source IP address		
B4	GENERAL		
B4.1	Provide Google G-Suite user and OU integration		
B4.2	"Cloud" based		
B4.3	Automatic updates		
B4.4	Outline what Privacy and Data Security standards you subscribe to (CIPA, FERPA etc.)		
B4.5	Identify other services offered in the product		
B5	WARRANTY AND SERVICE		
B5.1	Please outline service availability expectations		
B5.2	Explain process for reporting a failure or trouble with the service		
B5.3	Describe Service Level Agreements		
B6	TRAINING/INSTALLATION		
B6.1	Outline training and support available		
B6.2	Outline what installation services are available, include costs in Worksheet C - Fees		

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WORKSHEET C - FEES

FEE SCHEDULE												
C1	DESCRIPTION	QTY	STATE NAME/BRAND OF SOFTWARE LICENSE PROPOSING	ANNUAL LICENSE FEE PER LICENSE					STATE IF LICENSE FEE IS BY USER OR DEVICE	COST FOR LIFE OF DEVICE If license is by device and you offer a licence that is valid for the life of the device, state the cost	LICENSE DISCOUNTS Outline any discounts for pre-purchasing multi-year agreement	LIST AVAILABLE INSTALLATION SERVICES WITH COST
				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5				
C1.1	Chromebook Management and Content Filtering Software License	1700		\$	\$	\$	\$	\$		\$		\$

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