



REQUEST FOR TENDER

Programs Funded through Urban Priority Funding

Westminster SS

Homework Help Room

#170

Issue Date: May 20, 2011

Issued by: The Thames Valley District School Board

#170

Cheryl MacKenzie, Buyer

RETURN DATE and TIME: prior to 12:00:00 noon, Monday, June 13, 2011

**REQUEST FOR TENDER - URBAN AND PRIORITY
HIGH SCHOOLS FUNDING
HOMEWORK HELP ROOM - WORKSHEET A
- TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/ WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION		
1.0	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to quotation 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 185 schools with an estimated enrolment of 77,000 students. In total, the TVDSB has over 200 educational and administrative sites spread out over 7,000 square kilometres.		
1.1	PURPOSE		
1.1.1	The TVDSB is interested in responses/solutions from interested community agencies and organizations. The funding for proposals is supported by the Ministry of Education's Ontario Urban and Priority High Schools Funding (UPHSF) initiative. The successful bidder will coordinate the Westminster Secondary School Homework Help Room. In this capacity, the main role is to assist and support students work in a range of courses from grades 9-12 in all subject area+B47s after school hours.		
2.0	BID DEFINITIONS AND INFORMATION		
2.1	DEFINITIONS		
2.1.1	The following words are used throughout this bid document and bidders should note these conditions when completing their bid submission.		
2.1.1.1	The word "MUST" shall mean bidders "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 bidders "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 bidder(s) or the successful bidder(s) to perform any portion or all of this bid.		
2.1.1.5	The word "QUALIFIED" shall mean a bidder 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 bidder 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 bidder would not gain an unfair advantage over competitors. The TVDSB may permit the bidder to correct a minor irregularity.		
2.2	STRUCTURE OF THIS BID		
2.2.1	Bidders must use the electronic bidding file (setup.exe) 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		
2.2.1.6	"Proceed to inquiry/download page".		
2.2.1.7	Proceed to the bid, click		
2.2.1.8	"New" Icon		
2.2.1.9	The setup.exe file contains the following file "Appendices170.xls"		
2.2.10	Bidders must use the electronic bidding file Appendices 170.xls which contains the following worksheets:		
2.2.10.1	Worksheet A: Terms and Conditions in Excel format, electronic response required		
2.2.10.2	Worksheet B: Requirements/Specifications in Excel format, electronic response required		
2.2.10.3	Worksheet C - Staffing/Qualifications in Excel format, electronic response required		
2.2.10.4	Worksheet D: Pricing and locations in Excel format, electronic response required		
2.2.10.5	Worksheet E: Confidentiality Agreement - no response required		
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		
2.3.7	N5W 5P2		

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2.3.8	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.6 - Labelling of Envelope and diskette or CD).		
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 bidder.		
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 bidder, unopened, if a return address is included on the submission envelope.		
2.4	IMPORTANT DATES		
2.4.1	RETURN DATE and TIME: prior to 12:00:00 noon, Monday, June 13, 2011		
2.5	QUESTIONS		
2.5.1	All questions pertaining to this bid document are to be addressed to: Cheryl MacKenzie, by Fax (519) 452-2399 or email c.mackenzie@tvdsb.on.ca The TVDSB reserves the right to distribute a notice of content of any inquiry and the TVDSB's response to all other bidders.		
2.5.2	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.		
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 approximately 12 months, starting September 1, 2011 and terminating on August 31, 2012.		
3.2	PRICING		
3.2.1	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.		
3.2.2	Prices must remain in effect for the term stated in your bid of the contract, ending on August, 31, 2012.		
3.2.3	The TVDSB will not expect any price increases for the exact configuration quoted during the roll out.		

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3.2.4	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 or new technologies.		
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	RENEWAL OPTIONS		
3.4.1	The TVDSB may, at the end of this contract term, extend the contract for a period of up to three (5) years in one (1) year increments and will advise the bidder in writing of their intentions.		
3.4.2	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a second year ending August 31, 2013.		
3.4.3	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a third year ending August 31, 2014.		
3.4.4	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a fourth year ending August 31, 2015.		
3.4.5	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a fifth year ending August 31, 2016.		
3.5	DELIVERY & ORDERING		
3.5.1	The TVDSB's purchase order number should appear on all packages, packing slips, correspondences, customs documentation and freight bills of lading.		
3.5.2	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.		
3.6	INVOICING/PAYMENT TERMS		
3.6.1	All invoices must be sent to the Accounts Payable Department: Thames Valley District School Board, 1250 Dundas Street, London, Ontario N5W 5P2.		
3.6.2	Applicable taxes must be shown as separate line items on all invoices.		
3.6.3	Bidders should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.6.4	Bidders should state percentage discount for early payment and net payment terms.		
3.6.5	Purchase order numbers must be stated on all invoices; invoices without will be returned unpaid.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	QUALITY		

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4.1.1	Unless otherwise specified, supplies must be new, in good condition, fit for the purpose for which they are being acquired and free from defects. The decision of the TVDSB pertaining to items being rejected is final.		
4.1.2	The determination of equal quality will be based on our internal professional opinions.		
4.1.3	In addition to price, quality and suitability will be among the first considerations. Delivery lead times, service, performance record, manufacturer's warranties and the value of the overall award will be also taken into consideration when awarding this contract.		
4.1.4	Any material, equipment, service or work ordered which, in the opinion of the TVDSB, does not completely fulfill the specifications must immediately be removed and/or completed to the specifications or sample quality at the expense of the successful bidder.		
4.1.5	The successful bidder(s) must carry out all work to the satisfaction of the TVDSB. All work is to be performed by appropriately certified staff.		
4.2	REQUIREMENTS		
4.2.1	The requirements are detailed in Requirements List - Worksheet B		
4.2.2	For each requirement as described in Worksheet B bidders must place a response in the appropriate column.		
4.3	IMPLEMENTATION		
4.3.1	Bidder(s) must outline the schedule in Worksheet B.		
4.4	PRESENTATION/INTERVIEW/DEMONSTRATION		
4.4.1	Qualified bidders may be required to make a presentation/attend an interview at the bidders' 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 bidders as to time and place.		
5.0	TERMS AND CONDITIONS		
5.1	GENERAL TERMS AND CONDITIONS		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 180 days.		
5.1.2	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.		
5.1.3	The bidder 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 bidder.		

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5.1.4	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.		
5.1.5	The TVDSB reserves the right to withdraw the award of the contract to a successful bidder(s) within 30 days of the award if in the opinion of the TVDSB, the successful bidder(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 bidder		
5.1.6	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 bidder for any expense, cost, loss or damage incurred or suffered by the bidder as a result of such withdrawal.		
5.1.7	All costs associated with the preparation of the bid submission will be solely the responsibility of the bidder.		
5.1.8	The TVDSB reserves the right to decline or purchase one or all items in this bid from one supplier or from multiple suppliers.		
5.1.9	All of the terms and conditions of this bid are deemed to be accepted by the bidder and incorporated into the bidder's submission. It is the TVDSB's intention that the Terms and Conditions stated in this bid and the successful bidder's response to this bid will form the contract between the TVDSB and the successful bidder(s). Any conflict in the wording of the bidder's invoice and/or sales agreement and the wording of the terms and conditions of this bid document, shall be resolved in favour of the TVDSB and shall be deemed to be incorporated into the bidder's invoice and/or sales agreement.		
5.1.10	The successful bidder(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 bidder(s) must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		
5.1.11	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 bidders. 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 bidders from forming their own opinions and conclusions in respect to the matters addressed in this bid document.		

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5.1.12	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 bidder 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 bidders agree to provide all such additional information as, and when requested, at their own expense, provided no bidder 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.		
5.1.13	All TVDSB policies, procedures and regulations must be adhered to by the successful bidder(s).		
5.1.14	Smoking is prohibited in all TVDSB buildings and property.		
5.1.15	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.16	The successful bidder(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB and each of their sites.		
5.1.17	The successful bidder(s) will reimburse the TVDSB for any damages through negligence or wilful acts of any of the successful bidder(s)' employees or contracted staff.		
5.1.18	The successful bidder(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.		
5.1.19	The TVDSB reserves the right to demand the removal of any successful bidder's employees or contracted staff engaged in this contract if, in the TVDSB's opinion, their conduct has been of an unacceptable nature.		
5.1.20	The successful bidder(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the bidder's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.		
5.1.21	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		
5.1.22	The acceptance of the bid by the successful bidder and the award of the contract contemplated by this bid document is subject to approval of the Board of Trustees.		
5.2	CANCELLATION OF CONTRACT / LOSS OF SERVICE		

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5.2.1	The TVDSB reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful bidder(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful bidder(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 bidder(s) for damages that result from the breach of the terms and conditions of the contract, by the successful bidder(s).		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful bidder(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 bidder(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 bidder(s) for any indebtedness of the supplier that may impact on the TVDSB.		
5.2.4	The successful bidder(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful bidder(s), the TVDSB's staff or third party interruptions.		
5.2.5	In the event that the successful bidder(s) becomes insolvent, and/or the successful bidder(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 bidder(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	Bidders 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 bidder, intellectual property right of the bidder, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.		

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5.3.2	A bidder 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 bidder 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 bidders 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 Bidder represents and warrants that if the bidder is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the Bidder will be solely responsible for compliance with such legislation. Without limitation, the Bidders represents and warrants that if the Bidder is subject to the Personal Information protection and Electronics Act, S.C. 2000, c.5, including any amendments thereto ("PIPEDA"), the Bidders shall ensure PIPEDA compliance of:		
5.4.2	All PIPEDA Protected Information the Bidders collects directly from the individual or indirectly form the Board or others		
5.4.3	All PIPEDA Protected Information the Bidders 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 Bidder 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.		
5.4.6	The successful bidder(s) will be required to sign a confidentiality agreements shown in Worksheet E.		
5.5	HUMAN RIGHTS AND CHILD LABOUR LAWS		
5.5.1	Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB. Bidders 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.		

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5.5.2	Bidders should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.5.3	For bidders information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.5.4	http://www.ilo.org		
5.6	HEALTH, SAFETY REGULATIONS		
5.6.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) must be completely assembled and must bear 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 bidder(s) for the cost of certification/replacement.		
5.6.2	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.		
5.6.3	The Ministry of Education and Training and the Ministry of Health provides regulations specifying which substances/ products are not acceptable. If applicable, the successful bidder(s) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.		
5.6.4	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 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.		
5.6.5	No supplier will be awarded any product that requires a Material Safety Data Sheet unless the bidder complies with the conditions above.		
5.6.6	The TVDSB reserves the right to request to request a copy of a bidder's Health & Safety Policy, Procedures and Guidelines.		
5.7	WORKPLACE SAFETY AND INSURANCE BOARD		
5.7.1	The successful bidder(s) must ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.		

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5.7.2	The successful bidder(s) must furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract. The good standing must be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety & 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.		
5.7.3	All workplace injuries or accidents on TVDSB property must be reported by the successful bidder(s) to the TVDSB's representative within 24 hours.		
5.8	COMMERCIAL LIABILITY INSURANCE		
5.8.1	The successful bidder(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each bidder must state if it has Commercial General Liability Insurance Coverage.		
5.8.2	Each bidder 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 bidder does not presently have \$2 million per occurrence of Commercial Liability Insurance coverage, the bidder 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 bidder. The successful bidder(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 & 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 & Completed Operation Insurance		
5.8.2.8	Contingent Employees Liability		
5.8.2.9	Cross Liability Clause and Severability of Interest Clause		

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5.8.3	Upon an award to the successful bidder(s) by the TVDSB, the successful bidder(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 bidder(s) or its employees or subcontractors during the performance of its obligations under the contract.		
5.8.4	The successful bidder(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 bidder(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	Bidders must state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB		
5.9.2	In the event of an affirmative answer to 5.9.1, the successful bidders must be covered by Automobile Liability Insurance through the term of the Contract. If the bidder's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the bidder. Each bidder must state if it or its employees or subcontractors have Automobile Liability Insurance Coverage. Sub clauses also subsection 5.9.3 to subsection 5.9.4 applies to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.		
5.9.3	Bidders 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 \$1million 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 bidder does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the bidder 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 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 bidder. The successful bidder(s) further agrees to maintain that good standing throughout the term of the contract.		

FIRM NAME: _____

SIGNATURE: _____

**REQUEST FOR TENDER - URBAN AND PRIORITY
HIGH SCHOOLS FUNDING
HOMEWORK HELP ROOM - WORKSHEET A
- TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/ WILL NOT COMPLY	COMMENT
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 bidder(s) by the TVDSB, the successful bidder(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 bidder(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 bidder(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 bidder(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		
5.10	CRIMINAL BACKGROUND CHECKS		
5.10.1	Bidders must agree that if it becomes the recommended successful bidder(s), pursuant to this bid, subject to approval of the TVDSB, that it shall comply with Ontario Regulation 521/01, made under the Education Act, in relation to the Collection of Personal Information. The recommended successful bidder(s) agrees to provide, at the bidder's expense, the criminal background checks of all employees and of all employees of all subcontractor(s) hired by the successful bidder(s) who may regularly come into direct contact with pupils. This agreement shall be enforced prior to any attendance by the recommended successful bidder(s) or its subcontractors at a school site of the TVDSB who may regularly come into direct contact with pupils during the duration of the contract and until the expiry of this contract.		
5.10.2	The successful bidder(s) shall further agree to provide, at the bidder's expense, an Offence Declaration as defined by the said Regulation for each of the above employees of the successful bidder(s), whether employed by the successful bidder(s) at the time of the Response and of each employee of all subcontractor personnel, whether employed by the contractor at the time of the bid submission or becoming employed at a later time, by September 1st each year during the term of the agreement contemplated by this bid.		

FIRM NAME: _____

SIGNATURE: _____

**REQUEST FOR TENDER - URBAN AND PRIORITY
HIGH SCHOOLS FUNDING
HOMEWORK HELP ROOM - WORKSHEET A
- TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/ WILL NOT COMPLY	COMMENT
5.10.3	The successful bidder(s) shall further agree that in the event that the terms of the agreement contemplated by the bid in the future becomes applicable to a school site other than those contemplated by the bid, that the successful bidder(s) shall provide, at the bidder's expense, an Offence Declaration as defined by the said Regulation for each employee of the successful bidder(s) and for each employee of all subcontractor personnel, whether employed by the contractor at the time of the bid submission prior to any attendance by the successful bidder(s) at the said school site.		
5.10.4	The recommended successful bidder(s) agrees that during the term of the agreement contemplated by this bid, not to permit any employee or the employee of any subcontractor deemed by the TVDSB to be not eligible to attend on a school site of the TVDSB as defined by the Regulation.		
5.10.5	It is deemed to be a breach of the contract for the service provider to allow anyone who has not provided a criminal background check or Offence Declaration as required by the contract and the contract can be terminated for just cause.		
6.0	RETURN DATE		
6.1	RETURN DATE and TIME: prior to 12:00:00 noon, Monday, June 13, 2011		
7.0	BID SUBMISSION		
7.1	BIDDER'S RESPONSE GUIDE		
7.1.1	Each bid submission should be structured using only the criteria identified in this bid document. When submitting bids, bidders 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 Appendices and Worksheets		
7.1.3	One Diskette, Memory Stick or CD with file names:		
7.1.3.1	Worksheet A: Terms and Conditions Response in Excel format - Electronic response required		
7.1.3.2	Worksheet B: Requirements in Excel format - Electronic response required		
7.1.3.3	Worksheet C: Staffing in Excel format - Electronic response required		
7.1.3.4	Worksheet D: Pricing in Excel format - Electronic response required		
7.1.4	It is the bidders responsibility to ensure that the necessary "files" are on the diskette or CD.		
7.1.5	Failure to respond in electronic format will deem the bid noncompliant.		
7.1.6	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.6 - Labelling Instructions).		
7.1.7	Bidders' submissions should include page numbers for ease of reference by committee members.		

FIRM NAME: _____

SIGNATURE: _____

**REQUEST FOR TENDER - URBAN AND PRIORITY
HIGH SCHOOLS FUNDING
HOMEWORK HELP ROOM - WORKSHEET A
- TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/ WILL NOT COMPLY	COMMENT
7.1.8	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		
7.1.9	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 bidders 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 bidders as to the time and place. The presentation shall be at the expense of the bidder.		
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 bidders 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		
8.2.1.7	"Proceed to inquiry/download page".		
8.2.1.8	Proceed to the Bid, click		
8.2.1.9	"Results - Check Mark"		
8.2.1.10	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		

FIRM NAME: _____

SIGNATURE: _____

**REQUEST FOR TENDER - URBAN AND PRIORITY
HIGH SCHOOLS FUNDING
HOMEWORK HELP ROOM - WORKSHEET A
- TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/ WILL NOT COMPLY	COMMENT
Cheryl MacKenzie Purchasing Services		Tracy Grant 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.		
9.1.8	Click on the "NEW" logo to download the executable files for preparing and submitting your bid.		
9.1.9	All bid files are available for downloading at no charge from the TVDSB web site.		
9.2	PRINTING COPIES OF BID DOCUMENTS		
9.2.1	To print a working copy of any bid document - Click on the "name of the Bid" to print documents in PDF format.		
9.3	COMPUTER SYSTEM REQUIREMENTS		
9.3.1	To use the electronic system, bidders must have the following equipment:		
9.3.1.1	Microsoft Windows, version 95 or greater		
9.3.1.2	2.5 MB available hard drive space		
9.3.1.3	3 ½ 1.44 MB diskette drive or CD Burner.		
9.4	INSTALLATION OF BID PROGRAM ONTO YOUR COMPUTER:		
9.4.1	The TVDSB has made every effort to ensure the files are free of any virus and are functional. However, in safe computing practice, you are responsible for checking the files on your own virus checker to ensure it is free of any virus.		
9.4.2	Download the executables from our Web Site as shown above. Double click on the "NEW" logo for the executable file. Follow the instructions.		
9.4.3	The bid files are installed into a default directory called C:\LBTENDER. When the installation process is complete, a box will appear with a "Remove Thames Valley District School Board Tender icon"; please close this box. When the setup is complete, click close.		
9.4.4	To begin the Bid Program:		
9.4.4.1	Go to Windows Explorer		
9.4.4.2	Click on C:\ drive		
9.4.4.3	Open the folder "lbtender"		
9.4.4.4	The following files will be installed in the C:\lbtender directory: "Appendices170.xls"		

FIRM NAME: _____

SIGNATURE: _____

**REQUEST FOR TENDER - URBAN AND PRIORITY
HIGH SCHOOLS FUNDING
HOMEWORK HELP ROOM - WORKSHEET A
- TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/ WILL NOT COMPLY	COMMENT
9.4.5	To start the process open the Excel file and complete as instructed.		
9.5	DISKETTE, MEMORY STICK OR CD CREATION:		
9.5.1	After all bids have been entered:		
9.5.1.1	Copy the all Appendices to either a 3.5" Diskette, Memory Stick or CD using your company's standard CD Writing program.		
9.5.1.2	Check to ensure that the "files" are on the diskette, memory stick or CD. Without these files we will not be able to download your bid.		
9.5.1.3	Be sure to label your diskette, memory or CD with company name and signature.		
9.6	LABELLING OF ENVELOPE AND DISK		
9.6.1	ADDRESS BID ENVELOPE AS SHOWN BELOW:		
9.6.2	From - Company Name & Address		
9.6.3	To: OFFICE OF THE TENDERS CLERK		
9.6.4	Thames Valley District School Board		
9.6.5	EDUCATION CENTRE,		
9.6.6	1250 Dundas Street,		
9.6.7	LONDON, Ontario		
9.6.8	N5W 5P2		
9.6.9	Urban & Priority High School Funding - Homework Help Room		
9.6.10	Bid #170		
9.6.11	RETURN DATE and TIME: prior to 12:00:00 noon, Monday, June 13, 2011		
9.71	PLEASE AFFIX LABEL ON DISK AS SHOWN BELOW:		
9.71.1	THAMES VALLEY DISTRICT SCHOOL BOARD		
9.71.2	Urban & Priority High School Funding - Homework Help Room		
9.71.3	Bid #170		
9.71.4	RETURN DATE and TIME: prior to 12:00:00 noon, Monday, June 13, 2011		
9.71.5	Signature:		
9.71.6	Firm Name:		
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 (Please print):		
10.5	TITLE:		
10.6	SIGNATURE:		
10.7	FIRM NAME:		

FIRM NAME: _____

SIGNATURE: _____

**REQUEST FOR TENDER - URBAN AND PRIORITY
HIGH SCHOOLS FUNDING
HOMEWORK HELP ROOM - WORKSHEET A
- TERMS AND CONDITIONS**

<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/ WILL NOT COMPLY</i>	<i>COMMENT</i>
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, bidders 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 , bidders 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 bidder enters into a contract(s) with to carry out any portion of this contract:		
10.10.1	Firm Name:		
10.10.2	Firm Address:		
10.10.3	Telephone Number:		
10.10.4	Fax Number:		
10.10.5	E-MAIL ADDRESS:		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO.	TERMS AND CONDITIONS	BIDDERS RESPONSE	COMMENT
B1.0 WORKSHEET B - REQUIREMENTS			
B1.1	The TVDSB is interested in responses/solutions from interested community agencies and organizations. The funding for proposals is supported by the Ministry of Education's Ontario Urban and Priority High Schools Funding (UPHSF) initiative. The successful bidder will have:		
B1.1.1	• One staff person that is required to coordinate the Westminster Homework Help Room. In this capacity, the main role is to assist and support students work in a range of courses from grades 9-12 in all subject areas after school hours.		
B1.1.2	• Staff that are responsible for monitoring and tracking student attendance and participation.		
B1.1.3	• Staff who must be able to work with students of all different academic abilities. .		
B1.1.4	• Demonstrated experience working with and motivating at-risk youth is a definite asset.		
B1.1.5	• Staff that are willing to attend monthly program meetings at Westminster SS.		
B1.1.6	• Ongoing communication with the school administration and school staff is an integral part of the role.		
B1.2	The successful bidder will be responsible for all costs for consumables needed to run the programs and services (payroll, marketing, human resource support, accounting, liability insurance, partnership program delivery costs and program start up costs).		
B2.0 ADMINISTRATION & ORGANIZATION			
B2.1	Bidders must include an organizational chart.		
B2.2	Bidders must state the number of employees. Bidders must list staff including volunteers involved in the execution of this contract in Worksheet C - Staffing.		
B2.3	Bidders must state location of their office.		
B2.4	Bidders must state if their employees carry photo identification.		
B2.5	Bidders should state if the staff involved in the execution of this contract are employees or sub-contractors.		
B2.6	Bidders must state if they have any previous experience or relationships with schools/school boards.		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO.	TERMS AND CONDITIONS	BIDDERS RESPONSE	COMMENT
B2.7	The TVDSB reserves the right at any time after the closing date, to request from any bidder evidence of its financial standing and stability, including that of each of its officers, directors and principals. All bidders 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.		
B2.8	Bidders are required to list any and all pending or ongoing legal claims or disputes where the bidder could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.		
B2.9	Bidders must state their mission/goals. Bidders should submit a copy of any publication they issue containing this information.		
B3.0	PROGRAMS		
B3.1	Bidders must state how they will promote and market their programs. A copy of any publications should be included.		
B3.2	Bidders must provide a detailed description of program including:		
B3.2.1	• Expected outcomes/goals		
B3.2.2	• Indicators of success		
B3.2.3	• Measures of success		
B3.2.4	• Connections, if any, to classroom programming		
B4.0	LOGISTICS		
B4.1	Dates: September 1, 2011 - June 30, 2012		
B4.2	Location: Westminster Secondary School, 230 Base Line Road West, London, ON N6J 1W1		
B4.3	Time: 10 hours / Week (approximately 38 weeks / year) - Monday – Thursday 3:00 – 5:00 p.m.		
B4.4	Special Requirements: Participation in monthly meetings as needed with School Steering Committee.		
B4.5	State minimum number of students required to start this program		
B4.6	State maximum number of students allowed in the program		
B5.0	TRAINING / SUPPORT		
B5.1	Training and support services are a consideration in awarding this bid. Include any and all support or any other services your company will provide, identifying certification relevant to the support role envisioned.		
B5.2	Bidders must include a statement outlining your company’s quality assurance philosophy and program. This statement should detail how your company will respond to:		
B5.2.1	• Service related problems		
B5.2.2	• Quality problems		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO.	TERMS AND CONDITIONS	BIDDERS RESPONSE	COMMENT
B5.3	The TVDSB reserves the right to initiate a survey to measure customers' satisfaction.		
B6.0	STATISTICAL DATA		
B6.1	The successful bidder(s) must be able to provide statistical data throughout the program including:		
B6.1.1	• Tracking and Reporting of number student attendees (daily, weekly and monthly)		
B6.1.2	• Tracking of Courses in which additional help is sought		
B6.2	Bidders must include a statement outlining how your company will address the reporting requirements.		
B7.0	REFERENCES		
B7.1	Bidders must provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. One reference must be from an agency other than the TVDSB. The reference must contain the following information:		
B7.1.1	Reference 1 - Company Name:		
B7.1.2	Reference 1 - Address:		
B7.1.3	Reference 1 - Contact Name:		
B7.1.4	Reference 1 - Phone Number:		
B7.1.5	Reference 1 - Fax Number:		
B7.1.6	Reference 1 - e-mail address:		
B7.2.1	Reference 2 - Company Name:		
B7.2.2	Reference 2 - Address:		
B7.2.3	Reference 2 - Contact Name:		
B7.2.4	Reference 2 - Phone Number:		
B7.2.5	Reference 2 - Fax Number:		
B7.2.6	Reference 2 - e-mail address:		
B7.3.1	Reference 3 - Company Name:		
B7.3.2	Reference 3 - Address:		
B7.3.3	Reference 3 - Contact Name:		
B7.3.4	Reference 3 - Phone Number:		
B7.3.5	Reference 3 - Fax Number:		
B7.3.6	Reference 3 - e-mail address:		

FIRM NAME: _____

SIGNATURE: _____

Item No.	Employee Name	Position/Title (Include any volunteers)	Qualifications	Number of Years Experience
C1				
C2				
C3				
C4				
C5				
C6				
C7				
C8				
C9				
C10				
C11				
C12				
C13				
C14				
C15				
C16				
C17				
C18				
C19				
C20				

FIRM NAME: _____

SIGNATURE: _____

ITEM NO	DESCRIPTION	COST	COMMENTS
<p>WORKSHEET D - FEES AND FEE SCHEDULE, INCLUDING DISBURSEMENTS</p>			
	<p>All proposals must clearly outline the responsibilities both of the TVDSB and the successful vendor. ALL costs payable by the TVDSB for these services must be clearly defined. Bidders must clearly describe your fees and fee schedule .</p>		
D1	<p>An all-inclusive Fee Schedule, including, if any, instalment payments AND schedule separated into the options below:</p>		
D1.1	<p>State Salaries, Fees and fee structure - Hourly rate, set fee etc.</p>		
D1.2	<p>Other disbursements, as listed below:</p>		
D1.3	<p>Administrative Overhead</p>		
D1.4	<p>Supplies</p>		
D1.5	<p>Clerical Support</p>		
D1.6	<p>Long distance telephone charges</p>		
D1.7	<p>Fax, postage/courier</p>		
D1.8	<p>Use of electronic databases</p>		
D2	<p>Disengagement fee (should the Board cancel the contract)</p>		
D3	<p>Is there a minimum charge if program cannot run due to lack of participation.</p>		
D4	<p>Bidders must state billing period (e.g. monthly) and a description of these expected expenses</p>		
D5	<p>If your fee states progress billing, please list instalments based on your timetable of service and in conjunction with the progress reports you will provide</p>		
D6	<p>State the terms of the firm's guarantee, if the TVDSB is not satisfied</p>		
D7	<p>Bidders must state any other expenses below:</p>		
D7.1			
D7.2			
D7.3			
D7.4			
D7.5			
D7.6			
D7.7			
D7.8			
D7.9			
D7.10			

FIRM NAME: _____

SIGNATURE: _____

**AGREEMENT REGARDING THE SECURITY OF PERSONAL INFORMATION
AND CONFIDENTIAL RECORDS, AND NON-DISCLOSURE**

This Mutual Agreement regarding the security of Personal Information and Confidential Records, and Non-Disclosure (the "Agreement") is made and entered into between Thames Valley District School Board, with its headquarters' address of 1250 Dundas Street, P.O. Box 5888, London, Ontario N6A 5L1 and with its headquarters with respect to the following.

A. DISCLOSURE

During the discussion of a possible business or contractual relationship between the parties or in the performance of contractual obligations, the parties may disclose information orally, in writing or by other means and media, to each other about their respective operations and business, including without limitation, computer programs, know-how, processes, ideas, inventions and business, financial and product development plans and strategies as well as any other information clearly communicated to the receiving party as confidential or proprietary and all of the afore-described information is essential to the disclosing party's conduct and operation of its business and which information is confidential and proprietary information to the disclosing party ("Personal and Confidential Information").

B. PERSONAL INFORMATION

The parties recognize the application of and responsibilities under the Municipal Freedom of Information and Protection of Privacy Act, R.S.O., 1990, c.M-56 (MFIPPA) and Regulations thereunder, as amended from time to time, and to the collection, use and disclosure of personal information under the control of the Board. Personal information is as defined in Section 2 of the Municipal Freedom of Information and Protection of Privacy Act.

- a. The Receiving Party shall comply with all provisions of MFIPPA and all Board policies and procedures regarding the collection, use and disclosure of personal information under the control of the Board;
- b. Under no circumstances shall the Receiving Party disclose personal information under the control of the Board;
- c. The Receiving Party shall employ appropriate security measures, as determined by the Board in its sole discretion, to protect the confidentiality of the personal information in its possession but under the control of the Board in if in the Receiving Party's possession as a result of the services being provided for the Board;
- d. Only those employees or agents employed by the Receiving Party who require access to personal information under the control of the Board for the purpose of performing their duties with respect to the services being provided to the Board shall be provided with access to such personal information;
- e. The Receiving Party shall either return or destroy, as determined by and in a manner to be determined by the Board in its sole discretion, any and all personal information under the control of the Board if in the Receiving Party's possession as a result of the services provided by the Receiving Party to the Board.

C. COLLECTION BY RECEIVING PARTY

The parties recognize the application of the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5 (PIPEDA) and Regulations and Schedules thereunder, as amended from time to time, to the collection, use and disclosure of personal information for its own use and/or benefit.

- a. For the purpose of the application of the PIPEDA, the definition of personal information shall be as defined pursuant to PIPEDA.
- b. The Parties agree that at no time will the Receiving Party, for its own use and/or benefit collect, use or disclose personal information about and/or belonging to students of the Board.

D. CONFIDENTIALITY

The Board is willing to provide Personal and/or Confidential Information to the Receiving Party on the condition that the Receiving Party holds the Personal and/or Confidential Information in confidence on the terms and conditions hereinafter set forth.

NOW THEREFORE, in order to induce the Board to provide the Receiving Party with the Personal and/or Confidential Information and for other good and valuable consideration, the Receiving Party hereby warrants, represents and agrees as follows:

- a. Confidentiality - The party receiving Personal and/or Confidential Information ("Receiving Party") hereby agrees to hold in the strictest confidence any and all Personal and/or Confidential Information provided by Thames Valley District School Board (the Board).
- b. Non-Disclosure - The Receiving Party hereby agrees that neither it nor its employees or agents will reveal, duplicate, or otherwise make available the Personal or Confidential Information other than to its own employees or agents' employees who have a business need to know and other than is reasonably necessary for the purposes of this Agreement and the performance of contractual obligations under separate agreements.
- c. No License - Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Personal or Confidential Information disclosed to the Receiving Party.

d. No Obligation - The furnishing of Personal and/or Confidential Information under this Agreement does not obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiations with any other party. However, no Personal or Confidential information provided to the Receiving Party may be shared with any other party without the expressed permission of the Board.

e. Termination - This Agreement shall continue in effect until terminated by either party in writing. However, the obligations hereunder with respect to any disclosures made while this Agreement is in effect will continue indefinitely thereafter. The Receiving Party shall, upon request of the Board, return or destroy any and all of the Personal and/or Confidential Information provided by the Board that is or has been in its possession and shall retain no copies of the Board's Personal and/or Confidential Information other than one copy for archival purposes only, as required by law.

f. Provisions Inapplicable - Personal and Confidential Information does not include information that:

- i. is now, or in the future becomes, freely available to the public through no fault of or action by the Receiving Party;
- ii. was in possession of the Receiving Party prior to the time of disclosure by the Board or that is independently acquired or developed by the Receiving Party without the aid, application or use of the Personal and/or Confidential Information;
- iii. is obtained by Receiving Party in good faith without knowledge of any breach of a secrecy arrangement from a third party;
- iv. is disclosed with the written approval of the Board; or
- v. is required to be disclosed by law or court order; provided that the Board is notified thereof promptly in writing in order to allow the Board an opportunity to take reasonable steps in response thereto.

E. MISCELLANEOUS

a. Personal and Confidential Information is provided on an "AS IS" basis. The Board makes no warranties, express or implied, with respect to the Personal and Confidential Information. The Board shall not be liable for any damages incurred by the Receiving Party arising out of the misuse, retention and/or disposal of Personal and/or Confidential Information provided to it by the Board. The Receiving Party shall be liable to the Board for any misuse, retention and/or wrongful disposal of Personal and/or Confidential Information loaned to it in the service of this contract.

b. Failure of either party hereto to enforce at any time any provision of this Agreement or to exercise any right provided herein shall not in any way be construed to be a waiver of such provision or right nor in any way affect the validity of this Agreement or limit, prevent or impair the right of either party subsequently to enforce such provision or exercise such right.

c. The Receiving Party agrees further that it will not without the prior written consent of the Board, directly or indirectly, in any manner whatsoever, including, without limitation, either individually or in conjunction with any other Person, as principal agent, shareholder, or in any manner whatsoever use the Personal and/or Confidential Information provided by the Board to carry on or be engaged in or be concerned with or interested in a business which is reasonably similar to the current or planned Business of the Recipient. (a "Competitive Business").

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d. This Agreement shall not be assigned by either party without the prior written consent of the other party.

e. The Receiving Party agrees that improper disclosure by it of Personal and/or Confidential Information provided by the Board shall result in irreparable damages and that, in the event that the Board is required to bring an action to enforce the provisions of this Agreement, it shall be entitled to equitable relief, including a preliminary injunction, in addition to all other relief.

f. In the event that either party hereto deems it necessary to pursue any proceedings to enforce the provision of this Agreement, the party prevailing in such proceedings shall be entitled to recover from the other party reasonable attorneys' fees, court costs and other expenses incurred therein.

g. This Agreement shall be construed and enforced in accordance with the internal, substantive laws of the Province of Ontario, but without regard to conflicts of law principles thereof.

This Agreement is effective on the date that it is signed by

THAMES VALLEY DISTRICT SCHOOL BOARD _____

By: _____ By: _____

Signer's Printed Name: _____ Signer's Printed Name: _____

Title: _____ Title: _____

Effective Date: _____ Effective Date: _____