



## **MICROSOFT SOFTWARE TENDER - #267**

Issue Date: June 28, 2011  
Issued by: The Thames Valley District School Board  
T#267

Angela McManus, Buyer

**RETURN DATE and Time: prior to 12:00:00 noon, Thursday, July 21, 2011**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY / WILL NOT COMPLY	COMMENT
<b>1.0</b>	<b>INTRODUCTION</b>		
1.01	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 178 schools with an estimated enrolment of 72,000 students.		
1.02	The Board may agree to permit other public organizations to access any contract(s) that may result from this solicitation. The successful bidder(s) shall allow such access with the understanding that the participating organizations be responsible for their own contract management. The Board reserves the right to negotiate any resulting additional volumes towards any volume discounts that may be established as part of the contract.		
<b>1.1</b>	<b>PURPOSE</b>		
1.1.1	The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB for Software subject to the conditions herein.		
<b>2.0</b>	<b>BID DEFINITIONS AND INFORMATION</b>		
<b>2.1</b>	<b>DEFINITIONS</b>		
2.1.1	The following words are used throughout this bid document and 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.		
<b>2.2</b>	<b>STRUCTURE OF THIS BID</b>		
2.2.1	Bidders <b>must</b> 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 file Appendices267.xls with the following worksheets:		
2.2.1.10	Worksheet A: Terms and Conditions Response in Excel format		
2.2.1.11	Worksheet B: Pricing Response in Excel format		
<b>2.3</b>	<b>RETURN LOCATION</b>		
2.3.1	Sealed bid submissions <b>must</b> be returned to:		
2.3.2	"Tenders Clerk"		
2.3.3	Tenders Clerk's box, Basement, Education Centre		
2.3.4	Thames Valley District School Board		
2.3.5	1250 Dundas Street		
2.3.6	London, Ontario		
2.3.7	N5W 5P2		
2.3.8	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.10 - Labeling of Envelope, Diskette, Memory Stick or CD).		
2.3.9	The bid submission <b>must</b> be returned to the "Tenders Clerk" for your bid submission to be accepted.		
2.3.10	Delivery to the "Tenders Clerk" is the responsibility of the bidder.		
2.3.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		

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2.3.12	Late bids will be returned to the bidder, unopened, if a return address is included on the submission envelope.		
<b>2.4</b>	<b>IMPORTANT DATES</b>		
2.4.1	ISSUE DATE: June 28, 2011		
2.4.2	RETURN DATE and TIME: prior to 12:00:00 noon local time Thursday, July 21, 2011		
<b>2.5</b>	<b>QUESTIONS</b>		
2.5.2	All questions pertaining to this bid document are to be addressed to: Angela McManus by Fax (519) 452-2399 or angela.mcmanus@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 registered bidders. All questions pertaining to this bid document <b>should</b> be submitted in writing.		
2.5.3	Questions concerning the terms and conditions of the bid document, whether made orally or in writing, to any individual other than indicated above, may at the sole discretion of the TVDSB, render your submission noncompliant. Direct questions in written form only to: Angela McManus. The TVDSB will only be bound by written answers to questions .		
2.5.4	Should any questions raised by a bidder necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site. See Section 2.5.3.		
2.5.5	All Addenda will be issued at least seven days prior to the closing date. If an addendum is issued within seven days of the closing date, the date will be extended accordingly.		
<b>3.0</b>	<b>CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT</b>		
<b>3.1</b>	<b>CONTRACT TERM</b>		
3.1.1	The term of this agreement shall be for one year, and unless otherwise provided herein, terminating on July 31, 2012.		
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of three years in one (1) year increments and will advise the bidder in writing of their intentions, before the contract has expired.		
3.1.3	Bidders <b>must</b> state if your company would agree to extending this contract with the same terms and conditions for a second year ending August 1, 2012.		
3.1.4	Bidders <b>must</b> state if your company would agree to extending this contract with the same terms and conditions for a third year ending August 1, 2013.		
3.1.5	Bidders <b>must</b> state if your company would agree to extending this contract with the same terms and conditions for a fourth year ending August 1, 2014.		
3.1.6	Bidders <b>must</b> state if your company would agree to extending this contract with the same terms and conditions for a fifth year ending August 1, 2015.		
<b>3.2</b>	<b>PRICING</b>		

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3.2.1	Bidders <b>must</b> complete the pricing section - Worksheet B		
3.2.1	Bidders <b>must</b> print and sign Worksheet A: Terms and Conditions and Worksheet B: Pricing		
3.2.2	All charges <b>must</b> be included in the cost of the item. Prices quoted must be for goods and services exactly as specified and in Canadian funds, unless otherwise indicated.		
3.2.3	Prices <b>must</b> include delivery, F.O.B. destination. <b>NO AWARDS WILL BE MADE TO FIRMS QUOTING FREIGHT EXTRA.</b>		
3.2.4	Prices <b>must</b> remain in effect for the initial one year term of the contract, commencing on month, day, year and ending month, day, year.		
3.2.5	The contract will be for a one year term ending July 31, 2012. Prices <b>MUST</b> remain firm for the first year of the contract and thereafter only manufacturer's price increases (supported by documentation) will be allowed.		
3.2.6	The TVDSB expects to order in multiple shipments over the length of this contract.		
3.2.7	<b>This contract will be awarded to one supplier. Bidders who cannot provide a complete range of products will not be considered.</b>		
3.2.9	The TVDSB would like to take advantage of any promotions, price decreases, rebates or new technologies available during the term of the contract. Detail your company's strategy related to future pricing, new hardware components or new technologies.		
<b>3.3</b>	<b>TAXES</b>		
3.3.1	HST: Where applicable, Harmonizational Sales Tax and Provincial Sales Tax <b>must</b> be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
<b>3.4</b>	<b>DELIVERY &amp; ORDERING</b>		
3.4.1	Delivery for all items will be directly to our Schools, Distribution Centre, Educational Resource Centre or Community Education Centres.		
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. In case of construction of new schools or major school renovations, the TVDSB shall not accept delivery until the date specified on those purchase orders.		
3.4.3	The successful bidder(s) bears the cost of repairs to the site and to hardware with respect to damage caused from shipping or installation.		
3.4.4	The TVDSB's purchase order number must appear on all packages, packing slips, correspondences, customs documentation and freight bills of lading.		
3.4.5	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 <b>must</b> be met as it is one of our criteria considered in the decision, and award, of this and future contracts.		

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3.4.6	Not all goods will be ordered at one time; orders will be placed as requests are received from our schools.		
3.4.7.1	State minimum dollar value per order.		
<b>3.5</b>	<b>INVOICING/PAYMENT TERMS</b>		
3.5.1	All invoices must be sent to the Thames Valley District School Board, 1250 Dundas Street, London, Ontario N5W 5P2. Attention: Accounts Payable.		
3.5.2	Applicable taxes <b>must</b> be shown as separate line items on all invoices.		
3.5.3	Bidders should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.5.3.1	Bidders should state percentage discount for early payment and net payment terms.		
3.5.4	Purchase order numbers <b>must</b> be stated on all invoices; invoices without the Thames Valley District School Board Purchase Order number will be returned unpaid.		
<b>4.0</b>	<b>SPECIFICATIONS/REQUIREMENTS</b>		
<b>4.1</b>	<b>QUALITY</b>		
4.1.1	Unless otherwise specified, supplies must be new, in good condition, fit for the purpose for which they are being acquired and free from defects. The decision of the TVDSB pertaining to items being rejected is final.		
4.1.2	Manufacturers' brand names and numbers are used as guidance for the bidders; alternate items of equal quality will be considered. If bidding on an alternate item, the manufacturer's name and model number <b>must</b> be indicated in the appropriate field in WORKSHEET B FOR EVERY ALTERNATE ITEM BID.		
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 <b>must</b> immediately be removed and/or completed to the specifications or sample quality at the expense of the successful bidder.		
<b>4.2</b>	<b>QUANTITY</b>		

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4.2.1	The quantities indicated are based on previous 2010 years' purchases and projected current year capital projects. Quantities are subject to equipment breakdowns, user requests, program changes and budget approval which may be increased or decreased when orders are placed. All items may not be purchased if costs exceed budget. In no way should the information furnished be considered as a guarantee with respect to the future volume of business. The successful bidder(s) will be responsible for supplying the quantities that are eventually ordered for each item awarded during the term of this bid at the quoted price.		
<b>4.3</b>	<b>BIDDER REQUIREMENTS</b>		
4.3.1	For each requirement as described in Worksheet B, bidders <b>must</b> place a response in the appropriate column.		
4.3.2	Bidders <b>must</b> state the discount, from their list price, that they will offer the TVDSB on their complete product range.		
<b>4.4</b>	<b>SUCCESSFUL BIDDER REQUIREMENTS</b>		
4.4.1	The successful bidder will be required to submit an electronic spreadsheet file with their entire product listing to be used for ordering purposes by the TVDSB.		
4.4.1.1	The successful bidder must provide an updated price list to the TVDSB when new software is added, but pricing must be held for the initial (1) year term.		
4.4.2	The electronic file will include the following:		
4.4.2.1	Field #1 - Catalogue Number		
4.4.2.2	Field #2 - Unit of Measure		
4.4.2.3	Field #3 - Unit Price		
4.4.2.4	Field #4 - Description		
4.4.3	The electronic file must be "NET" pricing reflecting the discount stated in this bid.		
4.4.4	The successful bidder <b>must</b> provide an updated price list to the TVDSB when new items are added but pricing must be held for the term of the contact.		
4.4.5	The successful bidder(s) <b>must</b> be a certified dealer/distributor of the manufacturer of the equipment/products they are proposing.		
4.4.6	The successful bidder(s) <b>must</b> have the proprietary right or license to use software being provided or imbedded in the hardware that is being provided.		
4.4.7	Bidders <b>must</b> state how often their catalogue is updated.		
4.4.8	Bidders <b>should</b> state if your company has an online catalogue.		
4.4.9	The Board reserves the right to sample the market for price comparisons to ensure competitive prices on all new products required.		
<b>4.6</b>	<b>RETURN OF GOODS POLICY</b>		
4.6.1	The TVDSB will return any shipment (COLLECT) if, in our opinion, the product supplied does not conform to the specification and/or samples submitted in the bid.		

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4.6.2	Bidders <b>must</b> state if there is a time limit on returning goods.		
4.6.3	Bidders should state if there is a "restocking charge" on any returned item and the amount or rate to be charged if goods are returned for any other reason than those stated in 4.5.1.		
4.6.4	Bidders should describe their procedure for returned goods with respect to:		
4.6.4.1	Packaging		
4.6.4.2	"Attention To" labeling		
4.6.4.3	Address to where returns should be shipped		
4.6.4.4	Method of shipment (company truck, courier, transport)		
4.6.4.5	If a return authorization number is required		
4.6.4.6	What charges apply and who is responsible for payment		
4.6.5	The TVDSB will not pay to return any goods which do not meet the specifications listed in this bid.		
<b>4.7</b>	<b>SUBSTITUTIONS</b>		
4.7.1	In the event that an item ordered becomes discontinued during the contract, all bidders must notify the Purchasing Services Department for authorization before the item is substituted and shipped to the appropriate location. Successful bidders may be required to provide samples of the proposed substitutions before sending shipments. The Board reserves the right to return any shipment <b>COLLECT</b> , if in our opinion the products supplied do not conform to the specifications in this bid document.		
<b>4.8</b>	<b>ENVIRONMENT</b>		
4.8.1	Bidder(s) <b>should</b> include a detailed description of any environmental initiative and how your program would be implemented and benefit TVDSB.		
<b>5.0</b>	<b>TERMS AND CONDITIONS</b>		
<b>5.1</b>	<b>GENERAL TERMS AND CONDITIONS</b>		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 120 days.		
5.1.2	A bidder who has already submitted a bid may submit an addendum in writing and signed by the bidder 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 bidder as it applies to this bid. Addenda <b>must</b> be submitted to the "Tenders Clerk" in the same manner and within the same time constraints as the bid submission.		
5.1.3	A bidder 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 <b>must</b> be submitted to the "Tenders Clerk" in the same manner and within the same constraints as a bid submission.		

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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 bidder <b>should</b> have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable bidder.		
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 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		
5.1.8	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 bidder for any expense, cost, loss or damage incurred or suffered by the bidder 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 bidder.		
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 bidder and incorporated into the bidder's proposal 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 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 proposal, shall be resolved in favour of the TVDSB and shall be deemed to be incorporated into the bidder's invoice and/or sales agreement.		
5.1.12	The successful bidder(s) <b>must</b> not at any time subcontract any portion of its contract with the TVDSB nor shall it assign the contract without the written permission of the TVDSB. The successful bidder(s) must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		

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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 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.		
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 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.		
5.1.15	All TVDSB policies, procedures and regulations <b>must</b> be adhered to by the successful bidder(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 bidder(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 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.		
5.1.17	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.		
5.1.18	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.		
5.1.19	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.		
5.1.20	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		
<b>5.2</b>	<b>CANCELLATION OF CONTRACT / LOSS OF SERVICE</b>		

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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.		
<b>5.3</b>	<b>FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT</b>		
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 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 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.		
<b>5.4</b>	<b>HUMAN RIGHTS AND CHILD LABOR LAWS</b>		
5.4.1	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.		
5.4.2	Bidders should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.4.3	For bidders information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.4.3.1	<a href="http://www.ilo.org">http://www.ilo.org</a>		
<b>5.5</b>	<b>HEALTH, SAFETY REGULATIONS</b>		
5.5.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) <b>must</b> 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 bidder(s) for the cost of certification/replacement.		
5.5.2	Every person who supplies any machine, device, tool, equipment or service to the TVDSB <b>must</b> ensure that the machine, device, tool, equipment or service complies with the Occupational Health and Safety Act and Regulations of Industrial Establishments. The burden of proof rests with the supplier.		
5.5.3	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) <b>must</b> supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.		

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5.5.4	The Occupational Health and Safety Act describes the responsibilities of an employer. The TVDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHMIS in accordance with Occupational Health and Safety Act Regulations. They <b>must</b> adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
<b>5.6</b>	<b>PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT</b>		
5.6.1	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:		
5.6.2	All PIPEDA Protected Information the Bidders collects directly from the individual or indirectly from the Board or others		
5.6.3	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,		
5.6.4	All PIPEDA Protected Information the Bidder transfers or discloses to the Board.		
5.6.5	For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.		
<b>5.7</b>	<b>COMMERCIAL LIABILITY INSURANCE</b>		
5.7.1	The successful bidder(s) <b>must</b> 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.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY / WILL NOT COMPLY	COMMENT
5.7.2	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 \$5 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$5 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 \$5 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.		
5.7.2.1	This liability policy shall contain the following coverage:		
5.7.2.2	Personal Injury & Property Damage		
5.7.2.3	Non-Owned Automobile Liability		
5.7.2.4	Owners and Contractors Protective Coverage		
5.7.2.5	Contractual Liability		
5.7.2.6	Broad Form Property Damage		
5.7.2.7	Products & Completed Operation Insurance		
5.7.2.8	Contingent Employees Liability		
5.7.2.9	Cross Liability Clause and Severability of Interest Clause		
5.7.3	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.		
5.7.4	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.		
<b>5.8</b>	<b>MOTOR VEHICLE LIABILITY INSURANCE</b>		
5.8.1	Bidders <b>must</b> state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY / WILL NOT COMPLY	COMMENT
5.8.2	In the event of an affirmative answer to 5.8.1, the successful bidders <b>must</b> 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 5.8.3 to subsection 5.8.4 applies to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.		
5.8.3	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 \$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 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.		
5.8.3.1	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:		
5.8.3.2	Third Party Liability Coverage in the form of OAP-1		
5.8.4	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.		
5.8.5	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.		
<b>6.0</b>	<b>BIDDER PROFILE</b>		
<b>6.1</b>	<b>REFERENCES</b>		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY / WILL NOT COMPLY	COMMENT
6.1.1	New bidders <b>must</b> provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. The reference <b>must</b> contain the following information:		
6.1.1.1	Reference 1 - Company Name:		
6.1.1.2	Reference 1 - Address:		
6.1.1.3	Reference 1 - Contact Name:		
6.1.1.4	Reference 1 - Phone Number:		
6.1.1.5	Reference 1 - Fax Number:		
6.1.1.6	Reference 1 - e-mail address:		
6.1.1.7	Reference 2 - Company Name:		
6.1.1.8	Reference 2 - Address:		
6.1.1.9	Reference 2 - Contact Name:		
6.1.1.10	Reference 2 - Phone Number:		
6.1.1.11	Reference 2 - Fax Number:		
6.1.1.12	Reference 2 - e-mail address:		
6.1.1.13	Reference 3 - Company Name:		
6.1.1.14	Reference 3 - Address:		
6.1.1.15	Reference 3 - Contact Name:		
6.1.1.16	Reference 3 - Phone Number:		
6.1.1.17	Reference 3 - Fax Number:		
6.1.1.18	Reference 3 - e-mail address:		
<b>6.2</b>	<b>ADMINISTRATION &amp; ORGANIZATION</b>		
6.2.2	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.		
6.2.3	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.		
6.2.4	Bidders <b>should</b> state location of their distribution centre.		
<b>7.0</b>	<b>BID SUBMISSION</b>		
<b>7.1</b>	<b>BIDDER'S RESPONSE GUIDE</b>		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY / WILL NOT COMPLY	COMMENT
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 <b>must</b> include:		
7.1.2.1	Printed and signed copies of all Appendices		
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: 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, Memory Stick 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 9.10 - Labeling Instructions).		
7.1.7	Bidders' submissions should include page numbers for ease of reference by committee members.		
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.		
<b>8.0</b>	<b>AWARD</b>		
<b>8.1</b>	<b>EVALUATION PROCESS</b>		
8.1.1	An evaluation committee will be established to evaluate bid submissions.		
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		
8.1.3	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the following evaluation criteria:		
8.1.3.1	Price		
8.1.3.2	Compliance with Specifications		
8.1.4	Compliant 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.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY / WILL NOT COMPLY	COMMENT
8.1.7	In the event of a tie score the TVDSB will resolve the tie by a draw. The names of the tie bidders will be entered into the draw. All parties will have representation when the draw takes place.		
<b>8.2</b>	<b>AWARD AND NOTIFICATION OF CONTRACT</b>		
8.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been made:		
8.2.1.1	<a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
8.2.1.2	"Board"		
8.2.1.3	"Purchasing"		
8.2.1.4	"Bids"		
8.2.1.5	Scroll to the end of the document, click		
8.2.1.6	"Proceed to inquiry/download page".		
8.2.1.7	Proceed to the Bid, click		
8.2.1.8	"Results - Check Mark"		
8.2.1.9	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		

**Angela McManus, Buyer**  
**Purchasing Department**

**Tracy Grant**  
**Chairperson**

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY / WILL NOT COMPLY	COMMENT
<b>9.0</b>	<b>ELECTRONIC BIDDING INSTRUCTIONS</b>		
<b>9.1</b>	<b>DOWNLOADING BID DOCUMENTS</b>		
9.1.1	All documents are available from the TVDSB Web Site at 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.		
<b>9.2</b>	<b>PRINTING COPIES OF BID DOCUMENTS</b>		
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.		
<b>9.3</b>	<b>COMPUTER SYSTEM REQUIREMENTS</b>		
9.3.1	To use the electronic system, bidders <b>must</b> 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.		
<b>9.4</b>	<b>INSTALLATION OF BID PROGRAM ONTO YOUR COMPUTER:</b>		
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"		
9.4.4.5	The following files will be installed in the C:\lbtender directory:		
9.4.4.6	Appendices267.xls		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY / WILL NOT COMPLY	COMMENT
9.4.5	To start the process open the Excel files and complete as instructed.:		
<b>9.9</b>	<b>THE RETURN DISKETTE, MEMORY STICK OR CD:</b>		
9.9.1	After all bids have been entered:		
9.9.1.1	Copy the all Appendices to either a Diskette, Memory Stick or CD using your company's standard CD Writing program.		
9.9.1.2	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.		
9.9.1.3	Be sure to label your Diskette, Memory Stick or CD with company name and signature.		
<b>9.10</b>	<b>LABELING OF ENVELOPE, DISKETTE, MEMORY STICK OR CD</b>		
9.10.1	ADDRESS BID ENVELOPE AS SHOWN BELOW:		
9.10.2	From - Company Name & Address		
9.10.3	To:OFFICE OF THE TENDERS CLERK		
9.10.4	Thames Valley District School Board		
9.10.5	EDUCATION CENTRE,		
9.10.6	1250 Dundas Street,		
9.10.7	LONDON, Ontario		
9.10.8	N5W 5P2		
9.10.9	Microsoft Software Tender		
9.10.10	Bid#267		
9.10.11	Return Date: prior to 12:00:00 noon local time and July 21, 2011		
<b>9.11</b>	<b>PLEASE AFFIX LABEL ON DISKETTE, MEMORY STICK OR CD AS SHOWN BELOW:</b>		
9.11.1	THAMES VALLEY DISTRICT SCHOOL BOARD		
9.11.2	Microsoft Software Tender		
9.11.3	Bid#267		
9.11.4	Return Date: prior to 12:00:00 noon local time and July 21, 2011		
9.11.5	Signature:		
9.11.6	Firm Name:		
<b>10.0</b>	<b>SIGNATURE PAGE</b>		
10.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		
10.2	I hereby acknowledge and agree that I have read and completed all of the preceding Contract Terms and Conditions and all Appendices. All required Appendices are included in our bid submission.		
10.3	I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:		
10.4	NAME (Please print):		
10.5	TITLE:		

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

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

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY / WILL NOT COMPLY	COMMENT
10.6	SIGNATURE:		
10.7	FIRM NAME:		
10.8	State the legal entity that your organization operates under:		
10.8.1	Proprietorship		
10.8.2	Partnership		
10.8.3	Corporation		
10.9	If your organization is incorporated, bidders <b>must</b> 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 <b>must</b> 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 : \_\_\_\_\_

THAMES VALLEY DISTRICT SCHOOL BOARD  
 TENDER #267 - MICROSOFT SOFTWARE  
 WORKSHEET B - PRICING

Item Number	Description	Unit of Measure	Quantity	1 YEAR TERM		3 YEAR TERM		5 YEAR TERM	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MS ENROLLMENT FOR EDUCATION SOLUTIONS DESKTOP EDUCATION L/SA PACK ENTERPRISE CAL ALL LANGUAGES E-CERTIFICATE MS EES P2 CFB	LIC	6800						
2	MS ENROLLMENT FOR EDUCATION SOLUTIONS DESKTOP OPTIMIZATION PACK FOR SA MONTHLY SUBSCRIPTION FOR WIN SA ALL LANGUAGES E-CERTIFICATE MS EES P2 CSN	LIC	81600						
3	MS ENROLLMENT FOR EDUCATION SOLUTIONS WINDOWS SERVER ENTERPRISE L/SA PACK ALL LANGUAGES E-CERTIFCATES MS EES P2 CAN	LIC	1						
4	MS ENROLLMENT FOR EDUCATION SOLUTIONS WINDOWS SERVER STANDARD L/SA PACK ALL LANGUAGES E-CERTIFICATE MS EES P2 CAN	LIC	1						

**\*\*\*EES Desktop Platform Product to be licensed organization-wide\*\*\***  
**Education Desktop with the Core CAL Suite**  
**Education Desktop with Enterprice CAL Suite**

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

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