



TENDER #386 FIREWALL

Issue Date: Thursday, July 15, 2010

Gary Keathley, Buyer

Issued by: The Thames Valley District School Board

Return Date: 12:00:00 noon, local time, Monday, August 09, 2010

FIREWALL TENDER
TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION		
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 171 schools with an estimated enrolment of 74,000 students.		
1.1	PURPOSE		
1.1.1	TVDSB is seeking to purchase Qty (2) FortiGate 1240B devices to serve as a security platform for TVDSB's network. TVDSB currently has approximately 25000 devices on its network in a mixture of desktop, laptop, portable, VoIP and video conference devices. Internet connectivity is currently at 1 Gbps with a peak usage of 420 Mbps. In order to provide logging of Internet activity, TVDSB is seeking to purchase a FortiAnalyzer-1000B appliance. In addition, TVDSB would like to purchase installation services to install, configure and cutover from our existing firewall appliance.		
1.1.2	Current configuration consists of two Watchguard Firebox X8500e appliances in an active/passive configuration. Three interfaces are in use, Intranet, DMZ and Internet. The current configuration currently has 53 custom proxy policies to allow access to specific devices from the Internet and DMZ. It is hoped that the FortiGate appliances will be able to run in an active, active mode in a load balancing scenario.		
1.1.3	Maintenance and support are key to the successful operation. TVDSB is expecting the successful supplier to provide quotes on annual hardware and software support packages for both the FortiGate and FortiAnalyzer.		
1.1.4	In the future, TVDSB would like to add Microsoft Active Directory integration into the FortiGate appliances to allow authentication prior to accessing the Internet. In addition, TVDSB would like to explore using a VLAN from the FortiGate appliance to connect to it Guest wireless VLAN for logging and access control.		
1.1.5	While TVDSB has indicated specific models from Fortinet which includes FortiGate and FortiAnalyzer appliances, TVDSB will accept bids only for Fortinet appliances that meet or exceed the capacities for those specified.		
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.		

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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.		
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 an "Appendices386.xls" file with the following worksheets:		

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2.2.1.10	Worksheet A: Terms and Conditions in Excel format - electronic response is required.		
2.2.1.11	Worksheet B: Requirements in Excel format - electronic response is required.		
2.2.1.12	Worksheet C: Pricing in Excel format - electronic response is 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		
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 - 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	ISSUE DATE: Thursday, July 15, 2010		
2.4.2	RETURN DATE and TIME: prior to 12:00:00 noon local time - Monday, August 09, 2010		
2.5	QUESTIONS		
2.5.1	All questions pertaining to this bid document are to be addressed to: Gary Keathley, by Fax (519) 452-2399 or email name, g.keathley@tvdsb.on.ca. After this date no further inquiries, concerns or questions may be submitted. The TVDSB reserves the right to distribute a notice of content of any inquiry and the TVDSB's response to all other registered bidders. All questions pertaining to this bid document must be submitted in writing.		
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. Direct questions in written form only to: Gary Keathley. The TVDSB will only be bound by written answers to questions .		
2.5.3	All bid files are available for downloading at no charge from the TVDSB web site.		

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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 2.2.		
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.		
2.5.6	All Addenda will be issued at least seven days prior to the closing date. If an addendum is issued within seven days of the closing date, the date will be extended accordingly.		
3.0	CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT		
3.1	CONTRACT TERM		
3.1.1	The term of this agreement shall be for one (1) year, unless otherwise provided herein, terminating on July 31, 2011.		
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of an additional two (2) years in one (1) year increments and will advise the bidder in writing of their intentions.		
3.1.3	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a second year ending July 31, 2012.		
3.1.4	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a third year ending July 31, 2013.		
3.2	PRICING		
3.2.1	Bidders must complete the pricing section in Worksheet C - Pricing.		
3.2.2	Bidders must print and sign Worksheets.		
3.2.3	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.		
3.2.4	Prices must include delivery, F.O.B. destination. NO AWARDS WILL BE MADE TO FIRMS QUOTING FREIGHT EXTRA.		
3.2.5	Prices must remain in effect for the initial first year term of the contract, ending July 31, 2011.		
3.2.6	Prices MUST remain firm for the first year of the contract and thereafter only manufacturer's price increases (supported by documentation) will be allowed.		
3.2.7	The TVDSB expects to order in multiple shipments over the length of this contract.		
3.2.8	The TVDSB will not expect any price increases for the exact configuration quoted during the roll out.		
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.		
3.3	TAXES		

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3.3.1	HST: Where applicable, Harmonized Sales Tax must be shown separately as extra on all invoices in accordance with Canadian and Provincial Government regulations.		
3.4	DELIVERY & ORDERING		
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 successful bidder(s) bears the risk of loss with respect to equipment until delivery and/or installation is complete.		
3.4.5	The successful bidder(s) will remove all packaging and shipping debris at no cost to the TVDSB.		
3.4.6	The TVDSB's purchase order number should appear on all packages, packing slips, correspondences, customs documentation and freight bills of landing.		
3.4.7	The lead time shown will be used to calculate delivery dates on our purchase orders and to monitor your company's performance. The lead time must be met as it is one of our criteria considered in the decision, and award, of this and future contracts.		
3.4.8	Not all goods will be ordered at one time; orders will be placed as requests are received from our schools.		
3.4.11	The TVDSB's purchase order number should appear on all packages, packing slips, correspondences, customs documentation and freight bills of landing. All items must be individually packaged for each school or location.		
3.4.11.1	Each package must be clearly labelled for the school or location specified on our purchase order. The successful bidder(s) must ensure the school's full name and address is labelled as we have duplicate location names.		
3.4.11.2	The successful bidder(s) must ensure packages are labelled containing the number of packages in each shipment. ie, 1 of 2, 2 of 2, etc.		
3.4.11.3	Each school's order should contain their own packing slip.		
3.4.11.4	The successful bidder(s) must ensure the packaging materials used are adequate so that the product is protected at all times during the distribution process.		
3.5	INVOICING/PAYMENT TERMS		
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 must be shown as separate line items on all invoices.		

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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 must be stated on all invoices; invoices without the Thames Valley District School Board Purchase Order number will be returned unpaid.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	QUALITY		
4.1.1	Unless otherwise specified, 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 must be indicated in the appropriate field in Worksheet B - Requirements and Worksheet C - Pricing.		
4.1.3	The determination of equal quality will be based on our internal professional opinions.		
4.1.4	In addition to price, quality and suitability to school use will be among the first considerations. Delivery lead times, service, performance record, manufacturer's warranties and the value of the overall award will also be taken into consideration when awarding this contract.		
4.1.5	Any material, equipment, service or work ordered which, in the opinion of the TVDSB, does not completely fulfill the specifications must immediately be removed and/or completed to the specifications or sample quality at the expense of the successful bidder.		
4.1.6	The successful bidder(s) must carry out all work to the satisfaction of the TVDSB. All trade work is to be performed by appropriately certified staff.		
4.2	QUANTITY/TERM		
4.2.1	The quantities shown are estimations and will be subject to change depending on our needs and budgets.		
4.3	REQUIREMENTS		
4.3.1	The requirements are detailed in Worksheet B - Requirements.		
4.3.1	For each requirement as described in Worksheet B - Requirements, bidders must place a response in the appropriate column.		
4.3.2	The successful bidder(s) must be a certified dealer/distributor of the manufacturer of the equipment/products they are proposing.		
4.3.3	The successful bidder(s) must have the proprietary right or license to use software being provided or imbedded in the hardware that is being provided.		
4.4	IMPLEMENTATION		

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4.4.1	Bidders must be able to provide all of the products on this bid prior to August 31. State number of days required from issue of our order.		
4.5	RETURN OF GOODS POLICY		
4.5.1	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.		
4.5.2	Bidders should state if there is a time limit on returning goods.		
4.5.3	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.		
4.5.4	Bidders should describe their procedure for returned goods with respect to:		
4.5.4.1	Packaging		
4.5.4.2	"Attention To" labelling		
4.5.4.3	Address to where returns should be shipped		
4.5.4.4	Method of shipment (company truck, courier, transport)		
4.5.4.5	If a return authorization number is required		
4.5.4.6	What charges apply and who is responsible for payment		
4.5.5	The TVDSB will not pay to return any goods which do not meet the specifications listed in this bid.		
4.5	ILLUSTRATIVE LITERATURE		
4.5.1	Bidders must submit ILLUSTRATIVE and SPECIFICATION INFORMATION for each item of which they have bid. Bidders who are bidding EXACTLY as specified do not need to supply this information. Bidders who are submitting a catalogue must indicate page number where the item is illustrated.		
4.5.1.1	Bidders should state if this literature can be obtained directly from the manufacturer via the internet.		
4.5.1.2	Bidders should state the web site addresses for each manufacturer.		
4.6	SAMPLES/DEMONSTRATION		
4.6.1	Each bidder may be required to submit, at the bidder's own expense, the items which are being bid upon for examination and comparison purposes. This must be done on request and at a time and location chosen by the TVDSB.		
4.6.2	Samples requested must be clearly marked with the name of the bidder and the bid item number.		
4.6.3	Bidders should provide return instructions (i.e. address and authorization number) if required, for sample returns.		
4.7	SUBSTITUTIONS		

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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 COLLECT , if in our opinion the products supplied do not conform to the specifications in this bid document.		
4.8	PRESENTATION/INTERVIEW/DEMONSTRATION		
4.8.1	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.		
4.9	TRAINING / SUPPORT		
4.9.1	Installation, training and support services are a consideration in awarding this bid. Include any and all support and implementation services your company will provide, identifying certification relevant to the support role envisioned.		
4.10	MANUALS		
4.10.1	ORIGINAL copies of SERVICE MANUALS and OPERATING MANUALS should be furnished for all items identified in Worksheet B - Requirements that are purchased as a result of this bid. This will be specified on our purchase order and the order will not be considered complete and ready for payment until these are received.		
4.10.2	Bidders should state if this information can be obtained direct from the manufacturer via the internet.		
4.10.3	Bidders should state web site addresses for each manufacturer.		
4.11	WARRANTY AND MAINTENANCE		
4.11.1	Service is an extremely important consideration in the award of this bid.		
4.11.1	Bidders must state length of warranty. Bidders must state if warranty includes parts, labour and if the warranty is on-site. If not, bidders must indicate the terms of the warranty.		
4.11.2	Bidders must state location of service facilities.		
4.11.3	Bidders must state number of service people at each location.		
4.11.4	Bidders must state time to respond to service calls:		
4.11.4.1	Less than one half day		
4.11.4.2	One half day		
4.11.4.3	One full day		
4.11.4.4	More than one day		
4.11.4.5	Other		
4.11.5	Bidders must state mean time to repair commitments in the event of service disruption and associated penalties in the event of extended outages.		

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4.11.6	Bidders must disclose their policy of loan machines in the event repairs are not made on-site.		
4.11.7	Bidders must include a statement outlining your company's quality assurance philosophy and program. This statement should detail how your company will respond to:		
4.11.7.1	Service related problems		
4.11.7.2	Quality problems		
4.11.8	All equipment should be guaranteed for the entire period of the contract you are bidding. The successful bidder(s) must be prepared to exchange all equipment that proves defective during this contract without rewriting the agreement. Machines will be replaced if the number of service calls greatly exceeds those recommended in the machines preventive maintenance schedule or when the successful bidder(s) and the TVDSB recommends replacement due to any other conditions upon mutual agreement.		
4.11.9	The TVDSB reserves the right to initiate a survey to measure customers' satisfaction.		
4.12	ENVIRONMENT		
4.12.1	Bidder(s) should include a detailed description of any environmental initiative and how your program would be implemented and benefit TVDSB.		
5.0	TERMS AND CONDITIONS		
5.1	GENERAL TERMS AND CONDITIONS		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 120 days.		
5.1.2	A 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 must be submitted to the "Tenders Clerk" in the same manner and within the same time constraints as the bid submission.		
5.1.3	A 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 must be submitted to the "Tenders Clerk" in the same manner and within the same constraints as a bid submission.		
5.1.4	The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB to any firm or individual who submits a bid.		
5.1.5	The 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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5.1.6	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) 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.		
5.1.13	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.		

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5.1.14	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of bid acceptance request a 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 must 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.		
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.		

Firm Name: _____

Signature: _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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.		
5.4	HUMAN RIGHTS AND CHILD LABOUR LAWS		
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	http://www.ilo.org		
5.5	HEALTH, SAFETY REGULATIONS		
5.5.1	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.		
5.5.2	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.		
5.5.3	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) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.		

Firm Name: _____

Signature: _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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 must adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
5.5.6	No supplier will be awarded any product that requires a Material Safety Data Sheet unless the bidder complies with the conditions above.		
5.5.7	The TVDSB reserves the right to request a copy of a bidder's Health & Safety Policy, Procedures and Guidelines.		
5.6 WORKPLACE SAFETY AND INSURANCE BOARD			
5.6.1	The successful bidder(s) must ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.		
5.6.2	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.		
5.6.3	All workplace injuries or accidents on TVDSB property must be reported by the successful bidder(s) to the TVDSB's representative within 24 hours.		
5.7 COMMERCIAL LIABILITY INSURANCE			
5.7.1	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.		

Firm Name: _____

Signature: _____

FIREWALL TENDER
TERMS AND CONDITIONS

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 \$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.		
5.7.2.1	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.		
5.8	MOTOR VEHICLE LIABILITY INSURANCE		
5.8.1	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.		

Firm Name: _____

Signature: _____

FIREWALL TENDER
TERMS AND CONDITIONS

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 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 5.8.3 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 \$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.		
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.		
6.0	BIDDER PROFILE		

Firm Name: _____

Signature: _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
6.1	REFERENCES		
6.1.1	New bidders must provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. The reference must contain the following information:		
6.1.1.1	Reference 1 - Company Name:		
6.1.1.2	Reference 1 - Address:		
6.1.1.3	Reference 1 - Contact Name:		
6.1.1.4	Reference 1 - Phone Number:		
6.1.1.5	Reference 1 - Fax Number:		
6.1.1.6	Reference 1 - e-mail address:		
6.1.1.7	Reference 2 - Company Name:		
6.1.1.8	Reference 2 - Address:		
6.1.1.9	Reference 2 - Contact Name:		
6.1.1.10	Reference 2 - Phone Number:		
6.1.1.11	Reference 2 - Fax Number:		
6.1.1.12	Reference 2 - e-mail address:		
6.1.1.13	Reference 3 - Company Name:		
6.1.1.14	Reference 3 - Address:		
6.1.1.15	Reference 3 - Contact Name:		
6.1.1.16	Reference 3 - Phone Number:		
6.1.1.17	Reference 3 - Fax Number:		
6.1.1.18	Reference 3 - e-mail address:		
6.2	ADMINISTRATION & ORGANIZATION		
6.2.1	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.		
6.2.2	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.		
6.2.3	Bidders must state location of their distribution centre.		
6.2.4	Bidders should state if the staff involved in the execution of this contract are employees or sub-contractors.		
7.0	BID SUBMISSION		
7.1	BIDDER'S RESPONSE GUIDE		

Firm Name: _____

Signature: _____

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 must include:		
7.1.2.1	Printed and signed copies of all Worksheets in "Appendices386.xls".		
7.1.3	One Diskette 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: 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 9.10 - Labelling 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.		
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.		

Firm Name: _____

Signature: _____

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.		
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.		

Gary Keathley
Purchasing Department

Terry Roberts
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		

Firm Name: _____

Signature: _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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	Double click on the "Appendices386.xls" file to open the program.		
9.4.5	To start the process open the Excel files and complete as instructed.: (Option for Worksheets)		
9.5	THE RETURN DISKETTE OR CD:		
9.5.1	After all bids have been entered:		
9.5.1.1	Copy the all Appendixes to either a 3.5" Diskette or CD using your company's standard CD Writing program.		
9.5.1.2	Check to ensure that the "files" are on the diskette or CD. Without these files we will not be able to download your bid.		
9.5.1.3	Be sure to label your diskette 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	Firewall		
9.6.10	Bid #386		
9.6.11	Return Date: prior to 12:00:00 noon local time - Monday, August 09, 2010		

Firm Name: _____

Signature: _____

FIREWALL TENDER
TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.7	PLEASE AFFIX LABEL ON DISK AS SHOWN BELOW:		
9.7.1	THAMES VALLEY DISTRICT SCHOOL BOARD		
9.7.2	Firewall		
9.7.3	Bid #386		
9.7.4	Return Date: prior to 12:00:00 noon local time - Monday, August 09, 2010		
9.7.5	Signature:		
9.7.6	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:		
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:		

Firm Name: _____

Signature: _____

FIREWALL TENDER
TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
10.10.4	Fax Number:		
10.10.5	E-MAIL ADDRESS:		

Firm Name: _____

Signature: _____