



Nipissing-Parry Sound Catholic District School Board

REQUEST FOR PROPOSAL

WIDE AREA NETWORK (WAN)

RFP IT-17-01

Issue Date: Monday, May 5, 2017

Closing Date: Friday, May 26, 2017

Closing Time: 2:00 PM

Closing Date for Questions: Friday, May 19, 2017

Barbara McCool
Chair of the Board

Anna Marie Bitonti
Director of Education

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

Table of Contents

1. Introduction	1
2. INSTRUCTIONS TO BIDDERS.....	4
2.1. Mandatory Submission Requirements.....	4
3.2. Qualitative Requirements	7
3.3. RFP Coordinator	8
3.4. Submission of Proposals	8
3.5. Closing Location, Time and Date:.....	8
3.6. Delivery Requirements.....	8
3.7. Freedom of Information and Protection of Privacy Act.....	9
3.8. New Information by way of Addenda	9
3.9. Inquiries Prior to the Closing Date	9
3.10. Acceptance Period.....	9
3.11. Proposal Costs Borne by Proponents	10
3.12. Bid Openings.....	10
3.13. Right Not to Proceed	10
3.14. Right to Disqualify	10
3.15. Right to Terminate.....	10
3.16. Evaluation and Contract Award.....	10
4. GENERAL CONDITIONS.....	12
4.1. Submission of Proposal	12
4.2. Condition of Goods	14
4.3. Term of Contract.....	14
4.4. Invoicing	14
4.5. Payment Terms	14
4.6. Quality.....	14
4.7. Guarantee	15
4.8. Local Content	15
4.9. Delivery Schedule.....	15
4.10. Health, Safety Regulations	15

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

4.11.Application of Purchaser’s Rules and Procedures and Criminal Background Checks	16
4.12.Administration Organization and Staffing	17
4.13.Human Rights and Child Labour Laws	19
4.14.Human Dignity.....	19
APPENDIX A.....	20
APPENDIX B.....	22
APPENDIX B.....	23
APPENDIX C.....	25
APPENDIX D.....	26
APPENDIX E	27
APPENDIX F	29
APPENDIX G.....	30
APPENDIX H.....	32

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

1. Introduction

1.1. Purpose

The Nipissing-Parry Sound Catholic District School Board (hereafter referred to as "the Board") seeks proposals for the supply of Wide-Area-Network (WAN) to begin September 1, 2017. In order to address the requirements of the Ministry Broadband Project, which requires a minimum speed of 1 Mbps to every student in Ontario, the Board will be considering multiple connection methods including software-defined Wide-Area-Network (SD-WAN).

1.2. Background

The Nipissing-Parry Sound Catholic District School Board is an Ontario English language Catholic school board serving the City of North Bay, the Municipalities of West Nipissing, Powassan and Callander, and the Town of Mattawa. The Board is the employer of approximately 450 staff and operates 11 Catholic elementary schools, one Catholic secondary school, one Continuing and Alternative Education site, with an approximate enrolment of 2,800 students.

2. Scope

2.1. Project Overview

The Nipissing-Parry Sound Catholic District School Board seeks proposals to establish with one or more Service Provider(s) the installation and provisioning of the Board's WAN network for voice, video and data services to the Board's teaching locations. However, a single Service Provider solution is preferred. The Board seeks high availability high bandwidth service to support its current and future voice, video and data requirements. The proposed network must support Quality of Service (QoS). The network must have the ability to support multiple QoS policies and prioritization queues across the link to reduce latency and packet loss, and guarantee throughput for voice, video and data. Where limitations exist in the ability to guarantee Quality of Service then the supplier should indicate what the limitation is and why it exists.

The scope of work includes WAN connectivity between the Board Office, school locations, and other program locations. An exact scope of the proposed work listing all pertinent details, including but not limited to, installation schedules, exact standards to be adhered to, as well as detailed drawings showing cabling and equipment locations will be provided to the Board by the Service Provider in Appendix D

The media for this network will be fibre optic based with Service Level Agreement (SLA) guarantees. In locations where this is not possible, the Board will examine other possibilities with Service Level Agreement (SLA) guarantees.

The Service Provider shall provide all fibre cabling, pathways, and spaces to accommodate the fibre (i.e. conduit) and Ethernet equipment necessary to connect the Board's sites with switched 100/1000Mbps Ethernet connectivity. The Service Provider shall cover any one time costs for installation or disclose such costs in Appendix B (Pricing Form). This includes but not limited to: installation of service, construction

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

costs, labour which may include hardware.

The Board requires a scalable solution. One where the capacity and performance may be increased or decreased with little or no additional one-time cost, service disruption or delays. Cost increases or decreases to be indicated in Appendix B (Pricing Form).

The Board will be looking for a system design that can grow with users' usage, supporting differentiated services, with a minimum bandwidth per site as of the date of this Request for Proposal as listed in Appendix B (Pricing Form).

Full upload and download bandwidth speeds are to be achieved as requested in Appendix B (Pricing Form).

The Service Provider is to provide a block of external IP Addresses.

The Service Provider may include hardware and maintenance cost at the Board edge as an option in order to obtain required speeds as indicated in Appendix B (Pricing Form).

2.2. Service Level Objectives - Appendix E (Service and Support)

- 2.2.1. Up time of the proponent's core network system from a network operation center to the Service Provider's edge will be designed to achieve 99.995% availability or better.
- 2.2.2. Assuming fiber optic connections to each of the Board sites, Board edge will be designed to achieve 99.995% availability or better over Service Provider Board edge links.
- 2.2.3. Packet loss and jitter of less than 0.01% packet loss or less, and is 0.001% or less for traffic marked with a DSCP of 40 through 47 and 5 milliseconds (ms) of jitter.
- 2.2.4. Latency commitment of core system is 10ms one-way in the core network and 15ms in the edge network.
- 2.2.5. There is a requirement for no over-subscription of links. The Committed Bit Rate (CBR) services shall ensure bandwidth throughput. Uncommitted Bit Rate (UBR) over-subscription or best effort service for lower service levels are permitted as an option, but must be specified as such by Service Provider within their response.

The Board maintains that the penalty for 72 hours of service disruption on any supplied services will be the equivalent of the monthly fee for each supplied service. Multiple service disruptions may result in the contract for the impacted supplied services being declared void by the Board and terminated without penalty to the Board.

The Service Provider is to describe in detail the service request and trouble handling procedures and guaranteed response times. The description is to include details regarding what network monitoring and services are provided both during and outside of normal business operating hours.

A list indicating addresses of the Board's locations is included in Appendix C (Locations).

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

The service provider must understand that the Board requires a flexible supplier and is to describe in detail their approach to identifying costs to supply services to new locations in the future, school relocations and school closures; refer to Appendix E (Service and Support item #2).

The service provider is to complete Appendices A to E indicating their proposed solution, any installation/build costs and monthly fees for each location. The Board desires and endeavours to provide bandwidth of at least 1 Mbps per student at each location as described above in Service Level Objectives. However, it is recognized that at present, the desired bandwidth at some locations may not be available or may be cost prohibitive. For those locations, vendors may propose alternate bandwidth capacity and pricing. However, the Board will reserve the right to terminate contracts for those locations without penalty should the availability of higher bandwidth at similar costs become available either from the service provider that has the contract for the location, or from an alternate service provider.

2.3. Network Management Strategies

- 2.3.1. The service provider's network core should be actively monitored 24/7, 24 hours, 7 days a week. The successful service provider will perform on-line, in-band monitoring of the network to detect any faults. This includes, but is not limited to, monitoring network connectivity between the Service Provider edge and Board edge locations, link status of end equipment at each demarcation point and monitoring of the status of core Ethernet/IP. Access to the monitoring will be available to the Board who may require this information to help resolve any fault detected. The successful service provider will remedy each fault detected in consultation with the Board as required.
- 2.3.2. The Board shall have read-only access via a secure web-based portal to the network management system for network management reviews.
- 2.3.3. Performance data is to be collected that will help identify potential problems and resolve them without impact to the customer. Include information on the management software and the monitoring system to be used, and identify the monitoring duties and requirements to be performed by the Board and the Service Provider.

2.4. Account Management

The vendor will assign an Account Manager to the Board. The Account Manager will be the primary contact with the vendor for Board personnel. The Account Manager's responsibilities will include: scheduling meetings to review service, pricing and outstanding issues, dispute resolution, order expediting liaison between Board staff and other vendor personnel. The Account Manager should be identified in the response to the RFP. The roles and identities of other key resource staff assigned to the Board should be included in the response to the RFP.

2.5. Partnership Opportunities

Describe how you would work with the Board to assist us in developing the most efficient wide-area-network strategy and in resolving bandwidth issues at locations where fibre is not available or is presently cost-prohibitive to implement. Propose other value added opportunities.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

2.6. Installation and Maintenance Services

The Board may need software and hardware network services with design, configuration, installed, maintained and managed. Describe how you would charge and implement these services.

2. INSTRUCTIONS TO BIDDERS

2.1. Mandatory Submission Requirements

3.1.1. Detailed Pricing Form

All Submissions must include a completed, legible Detailed Pricing Form attached to this document as Appendix B. **Failure to do so shall result in disqualification of the submission.**

The Detailed Pricing Form provides spaces for the pricing of the following:

- Dedicated WAN Link
- Dedicated Broadband Link
- Dedicated WAN Link Increase by 50 Mbps
- Dedicated Broadband Link Increase by 50 Mbps
- Dedicated WAN Link Decrease by 50 Mbps
- Dedicated Broadband Link Decrease by 50 Mbps
- Additional Requirements and Options

The Board reserves the right to negotiate with the successful respondent for adjustments in fees should the required scope of work requested change. If the Board and bidder cannot agree on a new fee, the Board shall have the right to terminate the contract without further obligation.

Prices quoted must be for goods and services exactly as specified and in Canadian Funds. All prices quoted shall include all packaging, shipping, cartage, freight and installation as applicable.

Pricing shall remain firm for the term of the contract.

Cost will be evaluated based on initial purchase, monthly link fees, installation price and total cost of ownership over five years.

The successful bidder must agree to pass on any price decreases during the term of this contract.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

3.1.2. Proponent Response Form

All Submissions must include a completed, signed Proponent Response Form attached to this Document as Appendix A.

The signed form will indicate an understanding and compliance with all the terms and conditions and other requirements as stated in this Proposal. **Failure to indicate concurrence by returning the signed form shall result in disqualification of the submission.**

3.1.3. Agreement to Abide by the Established Process

The integrity of the process leading to the acceptance of a Proposal and the conclusion of an agreement are vital to the Board and require observance of the following ground rules:

Services be, and be seen to be, open and fair and that each of the Proponents be treated equally.

No Proponents can be seen to be deriving, intentionally or otherwise, an advantage or information which is not equally available to all other Proponents. Nor is it acceptable that any advantage or information be sought or obtained from any unauthorized staff and representative of the Board, or any benefit be derived from any special or personal relationships or contracts. Proponents shall sign, and return with their submission, the enclosed Agreement to Abide by the Established Process attached as Appendix F. **Failure to indicate concurrence by returning the signed form shall result in disqualification of the submission.**

3.1.4. Conflict of Interest Agreement

Each Proponent must include in its Proposal confirmation that the Proponent does not and will not have any conflict of interest (actual or potential) in submitting its Proposal, or if selected, with its contractual obligations under the contract. Where applicable, the Proponent must disclose in its Proposal, information pertaining to any situation which may be a conflict of interest in submitting a Proposal or, if selected, with the contractual obligations of the Proponent under the contract.

Proponents shall sign, and return with their submission, the enclosed Conflict of Interest Agreement attached as Appendix G. **Failure to indicate concurrence by returning the signed form shall result in disqualification of the submission.**

3.1.5. Confidentiality Agreement

All information provided by or obtained from the Board in any form in connection with this Proposal either before or after issuance of this Proposal:

- a) is the sole property of the Board and must be treated as confidential;

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

- b) is not to be used for any purpose other than replying to this Proposal and the performance of a subsequent agreement;
- c) must not be disclosed without prior written authorization from the Board;
- d) shall be returned by the Proponents to the Board immediately upon the request of the Board.

Proponents shall sign, and return with their submission, the enclosed Confidentiality Agreement attached as Appendix H. **Failure to indicate concurrence by returning the signed form shall result in disqualification of the submission.**

3.1.6. Ontario School Board Experience

Submissions must include three (3) references one or more of which must be from an Ontario School Board currently a WAN services customer of the Proponent. **Failure to include such references in the submission shall result in disqualification of the submission.**

3.1.7. General Liability Insurance

Each Proponent must show proof with the submission of this bid in the form of a written agreement or certificate from an insurance provider that upon the award of this contract that it will be covered by commercial General Liability Insurance coverage with limits of \$2 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the Proponent does not presently have \$2 million per occurrence of commercial General Liability Insurance coverage, the Proponent shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$2 million per occurrence from the commencement of the contract should the contract be awarded to the Proponent and the Proponent becomes the Service Provider. The Service Provider(s) further agrees to maintain good standing throughout the term of the contract. The Board reserves the right to request proof of coverage any time throughout the duration of the contract.

This liability policy shall contain the following coverage:

- Personal Injury and Property Damage
- Non-Owned Automobile Liability
- Owner's and Contractor's Protective Coverage
- Contractual Liability
- Board Form Property Damage
- Products & Completed Operation Insurance
- Contingent Employees Liability
- Cross Liability Clause and Severability of Interest Clause

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

Failure to provide the required agreement or certificate shall result in disqualification of the submission.

3.1.8. Addenda

Proponents must insert in the space provided on Appendix A the number and date of all addenda received and include with their submissions any and all Addenda issued during and in accordance with this Proposal process. Any and all such Addenda must be properly completed and signed. **Failure to provide such addenda shall result in disqualification of the submission.**

3.1.9. RFP Schedule of Events

The RFP process will be conducted according to the following schedule. The Board reserves the right to modify this process and re-schedule as necessary.

Event	Date
RFP Issued	May 5, 2017
Last Date For Questions	May 19, 2017
RFP Submission Date	May 26, 2017
Review Of Proposals	May 29 to June 6, 2017
Award Date	TBD June 2017
Contract Date	TBD June 2017
Fully Functional for Testing & Validation	August 25, 2017
Completion or "Go Live" Date	September 1, 2017

3.2. Qualitative Requirements

Submissions meeting the Mandatory Requirements will be evaluated and scored on the Proponents' written responses to the Qualitative Requirements listed below:

3.2.1. Service and Support (Appendix E):

- Describe how your company's service and support will meet the requirements of service and support as described in the Scope of this RFP.
- Describe how your company's professional reputation, past performance, business and financial capabilities will enable and enhance the performance of the contractual obligations as outlined in this document;
- Demonstrate your company's understanding of the Board's requirements as outlined in this request;

3.2.2. Qualifications and Experience (Appendix A):

- Enter three references that will meet the requirements of this RFP.
- Describe the qualifications and experience of your team who would work on this project and the future support team.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

3.2.3. Responding to Qualitative Criteria

To facilitate the evaluation process, Proponents structuring their response to the Qualitative Criteria are encouraged to present their proposal in Appendix A, Appendix D and Appendix E.

3.3. RFP Coordinator

The RFP Coordinator is the sole point of contact at the Board for this procurement. All communication between the Proponent and the Board upon release of the RFP shall be with the RFP Coordinator, as follows:

Name	Terry Vendetti, Purchasing Agent
E-Mail Address	purchasing@npsc.ca
Mailing Address	1000 High Street North Bay, Ontario P1B 6S6
Phone Number	(705) 472-1560, ext. 2227

Any other communication will be considered unofficial and non-binding on the Board. Proponents are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Proponent.

3.4. Submission of Proposals

Proposals which are incomplete, contain qualifications, or are improperly filled-in, may, or may not be considered, all at the discretion of the Board. The Board shall not be obliged to accept the lowest priced or any Proposal and reserves the right to accept or reject any Proposal received.

3.5. Closing Location, Time and Date:

The Submission must be received at:

purchasing@npsc.ca

No later than 2:00 PM on Friday, May 26, 2017.

Only proposals received and date/time stamped by the closing time and date of the RFP will be accepted.

Late Proposals will not be accepted and will be automatically disqualified from further consideration. All Proposals and any accompanying documentation will be unopened.

3.6. Delivery Requirements

The Proposal, must arrive at the email address noted in Sections 2.5. The email subject should be clearly marked 'RFP – Wide Area Network' and be received no later than 2:00 PM local time on

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

Friday, May 26, 2017. Proponents assume the risk for the method of delivery chosen. The Board assumes no responsibility for delays caused by any delivery service.

Proposals may not be transmitted via fax. Proposals received by fax will not be accepted or evaluated.

3.7. Freedom of Information and Protection of Privacy Act

Information provided by a Proponent may be released in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990cF.31, as amended. A Proponent should identify in its Proposal or any accompanying documentation for which confidentiality is to be maintained by the Board. The confidentiality of such information will be maintained by the Board, except where an order by the Information and Privacy Commission or a court requires the Board to do otherwise.

3.8. New Information by way of Addenda

This Proposal may only be amended by an addendum, in accordance with this section.

If the Board, for any reason, determines that it is necessary to provide additional information relating to this Proposal, such information will be communicated to all Proponents by addenda by way of posting on the Board website at www.npsc.ca and www.biddingo.com. Such addenda will not be issued within seven (7) days of the posted closing date unless such addenda includes an extension of the closing date such that there is a minimum of two (2) business days from the issuance of the addenda to the extended closing date. Proponents therefore are advised to check the website(s) for addenda accordingly. Each addendum shall form an integral part of this Proposal and as such may contain important information including significant changes to this Proposal. Proponents are responsible for obtaining all addenda issued by the Board and submitting the signed addenda with their submission.

3.9. Inquiries Prior to the Closing Date

All questions pertaining to this Proposal must be e-mailed to the RFP Coordinator named in Section 2.3 of this document no later than 4:00 p.m., Friday, May 19, 2017. After this date no further inquiries, concerns or questions may be submitted. The Board reserves the right to e-mail all content of any inquiry and the Board's response, as noted in 2.8 New Information by Way Of Addenda.

Proponents shall promptly examine all the Proposal documents. Any errors, omissions or ambiguities discovered therein should be reported to the RFP Coordinator named in Section 2.3. Unless confirmed by addendum, Proponents shall not take into consideration any instructions or answers modifying the Proposal documents.

3.10. Acceptance Period

Proposals shall be open for acceptance by the Board and irrevocable by the Proponent for a period of ninety (90) days from the date of closing.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

Proponents who have already submitted a Proposal may submit a further Proposal at any time up to the official closing date and time. The last Proposal received shall supersede and invalidate all Proposals previously submitted by the Proponent as it applies to this request for Proposal.

3.11. Proposal Costs Borne by Proponents

All costs and expenses incurred by the Proponent related to their Proposal will be borne by them. The Board is not liable to pay such costs and expenses or to reimburse or compensate Proponents under any circumstances, including the rejection of any or all Proposals or the cancellation or invalidation of this RFP or the issuance of a new RFP for the same service.

3.12. Bid Openings

The Board reserves the right to open Proposals privately and at its sole discretion to determine if a proposal is compliant or non-compliant and to accept or reject any or all Proposals accordingly.

3.13. Right Not to Proceed

The Board reserves the right not to proceed with the Proposal process and to reject all or any of the Proposals. The Board also reserves the right to invite Proposals from persons and/or firms who have not participated in the Proposal.

3.14. Right to Disqualify

The Board reserves the right to disqualify Proposals not submitted in strict accordance with the requirements of the Proposal documents.

3.15. Right to Terminate

The Board may terminate this request for Proposal for any reason.

The Board reserves the right to cancel a contract upon giving sixty (60) days written notice to the Proponent if a new Board of Trustees, elected during the term of the contract(s) decides that the contract(s) should be cancelled for whatever reason.

The Board reserves the right to cancel a contract if required by Provincial Legislation.

The Board may terminate a contract without notice if the Proponent is found to be in breach of any terms and conditions of the contract.

3.16. Evaluation and Contract Award

3.16.1. Evaluation Procedure

Proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of Proposals shall be accomplished

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

by an evaluation team, to be designated by the Board, which will determine the ranking of the Proposals.

The RFP Coordinator may contact the Proponents for clarification of any portion of the Proponent's Proposal.

3.16.2. Evaluation Criteria Weighting and Scoring

Mandatory Requirements:	Pass/Fail
Cost (Appendix B – Pricing Form):	40%
Qualitative Criteria:	60%
Qualifications and Experience (Appendix A):	10%
Customer Service and Support (Appendix E):	25%
Technical Functionality (Appendix D):	25%

3.16.3. Notification to Proponents

The Board will post, in the same manner the procurement documents were posted, the name(s) of the successful Proponent. Contract award notification shall occur only after the Agreement between the successful Proponent and the Board has been signed or a letter of intent has been issued. The contract award notification may at the discretion of the Board, include the Agreement start and end dates including any options for extension and the total agreement value. The Board will notify the successful firm of their selection in writing upon completion of the evaluation process.

3.16.4. Bid Award

The Board may award this service to more than one Service Provider if it is in the Board's best interest. However, a single Service Provider solution is preferred. The Board will post, in the same manner the procurement documents were posted, the name(s) of the successful Proponent(s). Contract award notification shall occur only after the Agreement between the successful supplier and the Board has been signed or a letter of intent has been issued. The contract award notification may at the discretion of the Board, include the Agreement start and end dates including any options for extension and the total agreement value.

Tie Score: In the event of a tie score in the evaluation process the submission with the lowest price shall be recommended for award. If prices are also identical, the Board shall consider the submission date and times as the deciding factor based on the order in which the submissions were received. The earliest received date and time shall be recommended for award.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

3.16.5. Proponent Debriefing

All Proponents will be notified of the results at the conclusion of the Proposal process. Unsuccessful Proponents may submit a written request for a debriefing meeting with the Board within 60 calendar days following the date of the contract award notification.

3.16.6. Dispute Resolution Process & Procedures

Protests may be made only by Proponents who submitted a response to this solicitation document and who have participated in a debriefing meeting. Upon completing the debriefing meeting, the Proponent is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests must be received, in writing by the RFP Coordinator no later than 4:00 PM, at Nipissing-Parry Sound Catholic District School Board, 1000 High Street, North Bay, Ontario, P1B 6S6.

The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

The Purchasing Agent will obtain the information available under the Freedom of Information Act, meet with the Proponent, present the information and discuss the protest. This will be done within a reasonable time from the receipt of the protest request.

Should the Proponent still object to the award, all information will be forwarded to the Superintendent of Business, who will review the information, audit the process and render an opinion. The results will be reported in writing to the vendor and the Purchasing Agent within a reasonable amount of time.

4. GENERAL CONDITIONS

4.1. Submission of Proposal

4.1.1. All of the terms and conditions of this Request for Proposal are assumed to be accepted by the bidder and incorporated into its proposal. If a bidder wishes the Board to enter into a form of the bidder's contract/sales/rentals/lease agreement, then the same should be appended to its response. The Board at its sole discretion shall have the right to determine whether the said form of contract shall be used as part of the formal contract document. Any conflict in the wording of the bidder's contract/sales/rental/lease agreement and the wording of the terms and conditions of this Request for Proposal shall be resolved in favour of the Board and the terms and conditions of this Request for Proposal shall be deemed to be incorporated into the bidder's contract/sales/rental/lease agreement.

4.1.2. The Board reserves the right to award the whole or any part of the Proposal to one or more suppliers.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

- 4.1.3. Any material, equipment, service or work ordered, which in the opinion of the purchaser, does not completely fulfill the specifications, must be removed and/or completed at the expense of the successful bidder and be replaced immediately with the material, equipment, services or work that fulfills the specifications or sample quality.
- 4.1.4. The laws of the Province of Ontario shall govern in any dispute occasioned through the performance or non-performance and/or workmanship of this proposal. The bidder shall indemnify and save harmless the Board, its Officers and Employees from and against all claims relating to labour and/or material furnished as a result of this proposal.
- 4.1.5. This Request for Proposal is being issued pursuant to the Purchasing Policies and Procedures and a contract award shall only be made in accordance with those Purchasing Policies and Procedures.
- 4.1.6. The Board reserves the right to terminate this contract with 60 days written notice if, in its opinion, the successful bidder fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful bidder shall remain responsible for its obligations under this contract up to the date of termination. The Board reserves the right to commence an action in court of competent jurisdiction against the successful bidder for damages that result from the breach of the terms and conditions of the contract, by the successful bidder.
- The Board shall have the right to retain and set off from any monies payable to the successful bidder under the contract the total outstanding amount from time to time for all damage claims by the Board or any third parties arising out of this contract which have not been resolved by the successful bidder or its insurer.
 - The Board 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 for any indebtedness of the supplier that may impact on the Board.
 - The successful bidder shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful bidder, the Board's staff or third party interruptions.
 - In the event that the successful bidder becomes insolvent, and/or the successful bidder 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 Board shall have the right to replace the successful bidder with another service provider suitable to the Board in addition to all of its other rights pursuant to the term of this Request for Proposal.
- 4.1.7. The Board reserves the right to withdraw the award of the contract to a successful bidder within 30 days of the award if in the opinion of the Board the successful bidder is unable or unwilling to enter into a form of contract satisfactory to the Board. The Board shall be entitled to do so without any liability being incurred by the Board to the bidder. The Board shall be at liberty to award the contract to the bidder who scored the next highest score in the evaluation process.
- 4.1.8. While the Board has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained herein is contained solely as

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

a guideline for bidders. The information is not guaranteed or warranted to be accurate by the Board, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed in this Request for Proposal.

4.2. Condition of Goods

Unless otherwise specified in these Proposal documents, materials and supplies must be **new** items (not refurbished, not remanufactured and not previously used), in good operating condition, fit for the purpose for which they are being acquired, and free from defects in workmanship and material. Any item which fails in any way to meet the specifications of the Proposal is subject to rejection or may be paid for on a negotiated adjusted price basis between the Board and the successful bidder(s). The decision of the Board pertaining to items being rejected shall be final.

4.3. Term of Contract

The contract term for the WAN circuits is five years from date of award with the option to extend for an additional two one-year terms.

4.4. Invoicing

Invoices must be mailed to: Nipissing-Parry Sound Catholic District School Board
c/o Finance Department,
1000 High Street
North Bay, Ontario P1B 6S6

All invoices must show the list price, discount and net price for each item.

The Board requires that all invoices provide the following detailed information:

- a. A separate figure for Harmonized Sales Tax where applicable.
- b. Identify the purchase order and ship to location where applicable.
- c. Packing slips must be clearly identified and be included with each shipment.

4.5. Payment Terms

The Board's payment terms are NET 30 days from date of receipt of invoice. Payment will be made only to the vendor with whom a contract is signed.

Clearly show on your proposal any discounts and payment terms for early payment of your invoice.

4.6. Quality

The Board reserves the right to reject the whole or any part of any proposal that does not meet our specifications. In case of a dispute, the decision of the Board will be final.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

Any material, equipment, service or work ordered, which in the opinion of the purchaser, does not completely fulfill the specifications, must be removed and/or completed at the expense of the successful bidder and be replaced immediately with the material, equipment, services or work that fulfills the specifications or sample quality.

4.7. Guarantee

Upon completion of the project and final Board acceptance, the successful bidder(s) shall issue the Board a (3) year guarantee against defective workmanship and materials. The successful bidder(s) specifically acknowledges that the Sale of Goods Act (Ontario), as amended from time to time applies to the subject matter of this bid.

4.8. Local Content

The intent of the bidding process is to provide the goods and/or services indicated in accordance with the specifications outlined herein. In determining which bid will result in an award, preferred consideration will be given when all other factors are equal, to local goods and or service providers.

4.9. Delivery Schedule

Time is of the essence for the delivery or provision of the goods and services or either as requested herein. The delivery date must be adhered to as the Board is relying on that date for their part of its operations. Failure to comply with the time schedule herein, in providing the goods/services may result in the Board taking further action to obtain an alternative supply, in which event the cost incurred shall be charged to the successful bidder(s) up to the time that the goods/services outlined in this document are provided. If such cost is not paid by the successful bidder(s) it shall be deducted from the balance of the purchase price owing. Where it is not possible to obtain the goods/services on or before the date of delivery, the Board reserves the right to cancel the contract or agreement and charge back to the successful bidder(s) the difference in cost between the contracted bid price and the acquisition cost of the alternative goods/services. If for any reason the Board does not recover the amount of its claim pursuant to this paragraph, it may recover same by action in a court of competent jurisdiction with interest, before judgment as well as after.

4.10. Health, Safety Regulations

All electrical equipment and components must be completely assembled and bear C.S.A./Ontario Hydro, approval labels showing approval of assembly prior to delivery. The Board will not accept any equipment that has not been inspected and approved. The Board reserves the right to modify at vendor's expense any equipment not meeting approval. All costs of inspection and approvals will be borne by the successful bidder and deducted from the bidder's invoice.

Any individual who supplies any machine, device, tool, equipment or service to the Board shall 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.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

4.11. Application of Purchaser's Rules and Procedures and Criminal Background Checks

All policies and procedures applicable to the employees of the Purchaser regarding their conduct in connection with the business and affairs of the Purchaser shall, insofar as the same shall be required by the Purchaser, be applicable to the Supplier and the Supplier's Personnel while on the Purchaser's premises. It is the responsibility of the Supplier's Personnel to familiarize themselves with all such policies and procedures, which the Purchaser shall provide to the Supplier prior to, or at the time of execution of the Agreement.

In the event that any of the Supplier's Personnel fails or refuses to abide by such policies and procedures, such Personnel shall be removed by the Supplier from performing any services for the Purchaser. In the event of such removal, no liability of any kind or nature whatsoever shall attach to the Purchaser. The Purchaser may also disallow admittance to any of the Supplier's Personnel to the Purchaser's premises where such Personnel fails or refuses to abide by the applicable policies and procedures.

The Supplier shall comply with any purchasing policies of the Purchaser, including without limitation, policies relating to accessibility standards, which may apply to the provision of **Services** pursuant to this Agreement. The Purchaser's purchasing policies which apply can be found at <http://www.npsc.ca/media/69425/abf-160-purchasing-revised-2016-01-12.pdf>.

If requested by the Purchaser, the Supplier shall, based on the Purchaser's internal hiring policies, provide a criminal background or security check of the Supplier's Personnel, in which case the following provisions will apply.

The Supplier covenants and agrees that it will not engage any Personnel who may come into direct contact with students on a regular basis, or who may have access to student information to supply the Services hereunder, where such Personnel has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well being of the students of the Purchaser. For the purposes of this Agreement, the Purchaser shall determine in its sole and unfettered discretion whether an employee of the Supplier may come into direct contact with students on a regular basis, or who may have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges, and occurrences under the Criminal Code, the Narcotics Control Act, and any other convictions, charges, and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the RCMP at the Canadian Police Information Centre ("Criminal Background Check"), together with an Offence Declaration in a Purchaser-approved form for every Personnel of the Supplier who may come into direct contact with students on a regular basis, or who may have access to student information prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

The Supplier agrees to indemnify and save harmless the Purchaser from all claims, liabilities, expenses, and penalties to which it may be subjected on account of: the Supplier engaging an employee in contravention of this section 4.11; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this Agreement. In addition to and notwithstanding anything else herein contained, if the Supplier: engages a Personnel in contravention of this section 4.11, or fails to retain a Criminal Background Check and an Offence Declaration for Personnel of the Supplier who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the Purchaser will have the right to immediately terminate this Agreement without prejudice to any other rights which it may have in this Agreement, in law or in equity.

The Purchaser shall be entitled, on forty-eight (48) hours' prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Purchaser will attend to such reviews at least twice per annum during the Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Purchaser in the circumstances and in its sole and unfettered discretion, then the Purchaser will have the right to request that the Supplier prohibit the Personnel of the Supplier from supplying the Services to the Purchaser hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Purchaser may have in this Agreement, in law or in equity.

4.12. Administration Organization and Staffing

- 4.12.1. Outline details concerning your company including an organization chart.
- 4.12.2. Provide the correct legal name under which the bidder carries on business, telephone number, fax number, as well as the name(s) of appropriate contact persons, with whom the Board may consult regarding this proposal.
- 4.12.3. If a bidder is a sole proprietor, the full personal name and address together with the name and address of the proprietorship, (i.e. John Doe, carrying on business under the firm name and style of "John's Copier Service").
- 4.12.4. If a bidder is a partnership, the full name of all individual partners together with the correct legal business name of the partnership.
- 4.12.5. If a bidder is a corporation, the bidder should provide the full legal name of the corporation, together with the jurisdiction in which the corporation was originally incorporated.
- 4.12.6. The Board reserves the right 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

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

and principals. All bidders agree to provide at their own expense all such above-related information as may be requested by the Board within four (4) days of the date of any such request.

- 4.12.7. The successful bidder and its employees shall not be considered Board employees and shall not represent themselves as an agent of the Board nor be eligible for any of the benefits provided to Board employees.
- 4.12.8. The Board reserves the right to demand the removal of any successful bidder's employees engaged in this contract if, in the Board's opinion, their conduct has been of an unacceptable nature.
- 4.12.9. 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.
- 4.12.10. Bidders should state if your company employees service sites wearing uniforms and/or photo identification.
- 4.12.11. The successful bidder must adhere to all Nipissing-Parry Sound Catholic District School Board policies, procedures and regulations.
- 4.12.12. Smoking is prohibited on all Board properties.
- 4.12.13. Some school facilities are equipped with video surveillance cameras. Locations will be provided at successful bidder's request.
- 4.12.14. Upon award of this contract, unless otherwise stated in this document, it is mutually agreed and understood that the successful bidder may not at any time assign, transfer, convey, sublet or otherwise dispose of the contract or the right, title or interest therein, or the bidder(s) power to execute this contract or subcontract or any portion of it to any other person, firm, company or corporation without full written authorization of the Board nor shall the successful bidder, at any time, change the approved subcontractor without full written permission of the Board. Each bidder shall list any subcontractors or partners who will be involved in the execution of this contract.
- 4.12.15. A successful bidder shall carry out all work in a professional manner and to the satisfaction of the Board. All trades and work shall be performed by appropriately certified staff.
- 4.12.16. After initial installation employees and all subcontractors of the successful bidder shall be required to identify themselves and sign in at site offices upon each attendance at a site.
- 4.12.17. The successful bidder shall reimburse the Board for any damages caused through a negligent or wilful act of the bidder or its employees or subcontractors.
- 4.12.18. The successful bidder shall furnish all labour, equipment, transportation, storage of tools and other incidentals required for the completion of this Request for Proposal.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

4.12.19. The successful bidder shall be responsible to see that regular supervision is maintained over all working personnel. It is the successful bidder's responsibility to ensure that all other activities are properly coordinated with the operation of the Board and the successful bidder shall modify its work as required.

4.12.20. The successful bidder will be solely responsible for loss or damage of his/her equipment and materials delivered on site from whatever source.

4.13. Human Rights and Child Labour Laws

Any infringement on human rights, but namely those of children, is of considerable concern to the Board. Vendors wishing to do business with the Board 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.

4.14. Human Dignity

It is the expectation of the Nipissing-Parry Sound Catholic District School Board that organizations wishing to do business with the Board shall follow policies, procedures and practices which recognize the dignity of the individual and shall comply with all Federal, Provincial and Municipal Statutes, Regulations and By-laws governing the Employer/Employee relationship.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

APPENDIX A

(Page 1 of 2)

PROPONENT RESPONSE FORM

RETURN DATE: Before 2:00 PM, local time as determined by the Nipissing-Parry Sound Catholic District School Board on **Friday, May 26, 2017.**

I/We do hereby agree to supply and/or install materials, equipment and services as quoted herein in accordance with the terms and conditions of this proposal. No other conditions shall apply.

PROPONENT LEGAL NAME: _____

ADDRESS: _____

CITY: _____ PROVINCE: _____

POSTAL CODE: _____

TELEPHONE: _____ FAX: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

PRINT NAME: _____

PROJECT CONTACT NAME: _____

EMAIL ADDRESS: _____

1. Describe the qualifications and experience of your team who would work on this project and the future support team.

Addenda (List all received and include signed Addenda with your submission.)

Addendum Number	Addendum Date	Signed and Included with Submission (Y/N)

SIGNATURE: _____ TITLE: _____

NAME: _____ DATE: _____

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

APPENDIX A

(Page 2 of 2)

PROPONENT RESPONSE FORM

The following information must be submitted with your proposal in order to qualify as a bidder and perform work for the Board.

1. I/We have read and agreed to all specifications and requirements contained within the RFP Document:
2. I/We have submitted a **SIGNED ORIGINAL** of the bid proposal on the forms provided.
3. I/We have included **APPENDIX A**, **APPENDIX B** Pricing Form, **APPENDIX D** Vendor Proposed Technical Solution and **APPENDIX E** Service and Support.
4. I/We agree to pass on to the Board any price decreases during the term of the contract.

REFERENCES

- | | | |
|----|-----------------|-----------------|
| 1) | Client Name: | Contact Person: |
| | E-Mail Address: | |
| | Telephone: | Fax: |
| 2) | Client Name: | Contact Person: |
| | E-Mail Address: | |
| | Telephone: | Fax: |
| 3) | Client Name: | Contact Person: |
| | E-Mail Address: | |
| | Telephone: | Fax: |

SIGNATURE: _____ TITLE: _____

NAME: _____ DATE: _____

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

APPENDIX B

(Page 1 of 3)

DETAILED PRICING FORM - MONTHLY LINK FEES

District Name/School Name/Address	Required Speeds	Existing Router	Dedicated WAN Link Cost	Dedicated Broadband Link Cost	Dedicated WAN Link Increase by 50 Mbps Cost	Dedicated Broadband Link Increase by 50 Mbps Cost	Dedicated WAN Link Increase by 50 Mbps Cost	Dedicated Broadband Link Increase by 50 Mbps Cost
Board Office 1000 High St., North Bay	1 Gbps	Cisco 3750x						
Board Office 1000 High St., North Bay	2 Gbps	Cisco 3750x						
Holy Cross 602 Lakeheights Rd., North Bay	200 Mbps	Cisco 2801						
Mother St. Bride 414 Second Ave. W., North Bay	200 Mbps	Cisco 2801						
Our Lady of Fatima 60 Marshall Ave., North Bay	200 Mbps	Cisco 2801						
Our Lady of Sorrows 680 Coursol Rd., Sturgeon Falls	200 Mbps	Cisco 2801						
St. Alexander 900 Bloem St., North Bay	150 Mbps	Cisco 2801						
St. Francis 68 Gertrude St. E., North Bay	100 Mbps	Cisco 2801						
St. Gregory 152 Fair View Ln., Powassan	150 Mbps	Cisco 2801						
St. Hubert 850 Lorne Ave., North Bay	200 Mbps	Cisco 2801						
St. Luke 225 Milani Rd., North Bay	300 Mbps	Cisco 2801						
St. Theresa 1475 Main St. N., Callander	350 Mbps	Cisco 2801						
St. Victor 800 John St. W., Mattawa	100 Mbps	Cisco 2801						
St. Joseph-Scollard Hall 675 O'Brian St., North Bay	900 Mbps	Cisco 4500						
Alternative & Continuing Education, 570 First Ave. E., North Bay	100 Mbps	Cisco 2801						

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

APPENDIX B

(Page 2 of 3)

DETAILED PRICING FORM - MONTHLY LINK FEES

1. Include any limitations and/or exclusions in pricing.

SIGNATURE: _____ TITLE: _____

NAME: _____ DATE: _____

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

APPENDIX B

(Page 3 of 3)

DETAILED PRICING FORM – ADDITIONAL REQUIREMENTS & OPTIONS

Service Location	Network security solutions, including all hardware, software and firmware components required to complete Network as defined in the Service Description on first page of pricing form.	One Time Charge with Contract Term of <u>60 months</u> with option for two 12 month renewal terms	Monthly Operating and Maintenance Recurring Charge with Contract Term of <u>60 months</u> with option for two 12 month renewal terms
Board Office IP Address Block			
Board Office 1000 High St., North Bay			
Holy Cross 602 Lakeheights Rd., North Bay			
Mother St. Bride 414 Second Ave. W., North Bay			
Our Lady of Fatima 60 Marshall Ave., North Bay			
Our Lady of Sorrows 680 Coursol Rd., Sturgeon Falls			
St. Alexander 900 Bloem St., North Bay			
St. Francis 68 Gertrude St. E., North Bay			
St. Gregory 152 Fair View Ln., Powassan			
St. Hubert 850 Lorne Ave., North Bay			
St. Luke 225 Milani Rd., North Bay			
St. Theresa 1475 Main St. N., Callander			
St. Victor 800 John St. W., Mattawa			
St. Joseph-Scollard Hall 675 O'Brian St., North Bay			
Alternative & Continuing Education, 570 First Ave. E., North Bay			
Total in CAD\$ before taxes			

SIGNATURE: _____

TITLE: _____

NAME: _____

DATE: _____

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

APPENDIX C LOCATIONS

BOARD OFFICE

1000 High Street, North Bay, ON P1B 6S6

ELEMENTARY SCHOOLS

Holy Cross

602 Lakeheights Road, North Bay, ON P1A 2Z8

Mother St. Bride

414 Second Avenue West, North Bay, ON P1B 3L2

Our Lady of Fatima

60 Marshall Avenue, North Bay, ON P1A 1R1

Our Lady of Sorrows

680 Coursol Road, Sturgeon Falls, ON P2B 3L1

St. Alexander

900 Bloem Street, North Bay, ON P1B 4Z8

St. Francis

68 Gertrude Street East, North Bay, ON P1A 1J8

St. Gregory

152 Fair View Lane, Powassan, ON P0H 1Z0

St. Hubert

850 Lorne Avenue, North Bay, ON P1B 8M2

St. Luke

225 Milani Road, North Bay, ON P1B 7P4

St. Theresa

1475 Main Street North, Callander, ON P0H 1H0

St. Victor

800 John Street West, Mattawa, ON P0H 1V0

SECONDARY SCHOOL

St. Joseph-Scollard Hall

675 O'Brien Street, North Bay, ON P1B 9R3

ALTERNATIVE & CONTINUING EDUCATION

570 First Avenue East, North Bay, ON P1B 1K6

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

APPENDIX D VENDOR PROPOSED TECHNICAL SOLUTION

Describe in detail your recommended technical solution to the requirements defined in the Scope, Project Overview and where necessary, address technical details required in the Service Level Objectives and Network Management Strategies. To ensure any attachments are included in the evaluation process they MUST be named with a prefix of 'APPENDIX D RESPONSE' which MUST be part of the header within the document.

1. Include a network diagram showing all locations listed in Appendix B.
2. Details of your proposal should be described below.

SIGNATURE: _____ TITLE: _____

NAME: _____ DATE: _____

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

APPENDIX E

(Page 1 of 2)

SERVICE AND SUPPORT

Respond to the supplied questions. To ensure any attachments are included in the evaluation they MUST be named with a prefix of 'APPENDIX E RESPONSE' which MUST be part of the header within the document.

1. Warranty/Guarantee
 - 1.1. Provide details of the warranty/guarantee provided with the equipment and services proposed in your bid.

 - 1.2. Indicate the location of your service call facility.
 - 1.3. Indicate the location of your Network Operation Centre.
 - 1.4. State number of service people at each location.
 - 1.5. State normal length of time required to respond to a service call.
 - 1.6. State the process proposed for handling service calls.

2. Provide details of the approach to identifying the cost to supply, change or remove services to new locations in the future, for school enrolment increases/decreases, school relocations and school closures.

3. Provide details of any value added features i.e. remote network management capability.

4. Provide details of how the Service Level Objectives will be achieved.

SIGNATURE: _____ TITLE: _____

NAME: _____ DATE: _____

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

APPENDIX F AGREEMENT TO ABIDE BY THE ESTABLISHED PROCESS

The Board is advising the Board's trustees, staff and agents that the integrity of the process requires observance of the following ground rules:

1. All communications, including requests for information, between Proponents and the Board must be between only the representatives of the Board and each Proponent who has been authorized and designated for that particular purpose;
2. Apart from the communications between and among the designated representatives, there must be no communication between the Board and any representative of the Proponent, and no giving of information with respect to the RFP processes and the final Agreement;
3. Any attempt on the part of any Proponent, or any of its employees, agents, contractors or representatives to contact any persons other than the designated representatives with respect to the RFP or any action or violation of the above requirements will be grounds for disqualification, and the Board may, in their discretion, in addition to any other rights or remedies available at law, reject any potential or actual submission or Proposal submitted by that Proponent.

Proponents must accept and agree to observe the contents of this "Agreement to Abide by the Established Process", inform their staff thereof, and ensure their compliance therewith.

Certification: Accepts, and undertakes to ensure compliance with
Nipissing-Parry Sound Catholic District School Board's terms of the
Agreement to Abide by the Established Process

Company Name: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

DATED at _____, this _____ day of _____, 20__

This agreement must be signed by a person who has the authority to bind the Proponent and be submitted with the Proposal.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

APPENDIX G

(Page 1 of 2)

PROPONENT CONFLICT OF INTEREST DISCLOSURE FORM

All “Proponents” that wish to conduct business with the Nipissing-Parry Sound Catholic District School Board (“Board”) must complete and return this form.

Proponents must confirm that they will not have any conflict of interest (actual or potential) in submitting this document, or if selected with its contractual obligations under any future contracts.

The Board’s purchasing staff is guided by and supports the Professional Code of Ethics as published by the Purchasing Management Association of Canada (PMAC). The entire Code of Ethics may be viewed at www.pmac.com. The Rules of Conduct are incorporated by reference into this Disclosure form. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of Board employees or Board members. Accordingly, disclosure should be made for any person connected with the Proponent that is likely to: (i) materially contribute to the Proponent’s preparation, drafting, or presentation of a Proposal or Proposal for services, (ii) materially contribute to the Proponent’s negotiation of a contract with the Board, or (iii) perform material services under a contract with the Board.

If a Proponent has a disclosable relationship, the Proponent should assume that the relationship may pose a conflict of interest until notified to the contrary in writing by a Board staff member authorized to confirm that a determination has been made that a conflict does not exist.

Nipissing-Parry Sound Catholic District School Board

Request for Proposal - Wide Area Network (WAN)

APPENDIX H CONFIDENTIALITY AGREEMENT

All information provided by or obtained from the Board in any form in connection with this Proposal either before or after issuance of this Proposal:

- a) is the sole property of the Board and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this Proposal and the performance of any subsequent agreement;
- c) must not be disclosed without prior written authorization from the Board;
- d) shall be returned by the Proponent to the Board immediately upon the request of the Board.

Proponents must accept and agree to observe the contents of this “Confidentiality Agreement”, inform their staff thereof, and ensure their compliance therewith.

Company Name: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

DATED at _____, this _____ day of _____, 20__

This agreement must be signed by a person who has the authority to bind the Proponent and be submitted with the Proposal.