



**Toronto Catholic District School Board
80 Sheppard Avenue East
Toronto, Ontario
M2N 6E8**

TENDER

For

VMWARE PLATINUM SUPPORT AND SUBSCRIPTION RENEWAL

Reference: P-XXX-09

Release Date: June 30, 2009

Closing Date: July 21, 2009

Closing Time: 3:00:00 p.m.

Tender Coordinator

Margaret Lesley

Sr. Buyer, Purchasing

Materials Management Department

Toronto Catholic District School Board

80 Sheppard Avenue East

Toronto, Ontario

M2N 6E8

Tel: (416) 222-8282 ext. 2107

Fax: (416) 512-3440

E-Mail: Margaret.lesley@tcdsb.org

Sealed bids will be received at the Catholic Education Centre located at the above address before 3:00:00 p.m., local time, on July 21, 2009. They must be time-stamped and placed in the tender box located on the 4th floor in the Materials Management Department.

Late or facsimile bids will not be accepted or considered.

Table of Contents

1.1	TORONTO CATHOLIC DISTRICT SCHOOL BOARD	3
2.1	CORRESPONDENCE INFORMATION	3
2.2	SCHEDULE OF EVENTS	3
2.3	LOBBYING	4
2.4	RELEVANT POLICIES	4
2.5	BID DOCUMENTS	4
2.6	ADDENDA	4
2.7	DELIVERY OF THE BID	5
2.8	BIDDERS' QUESTIONS	6
2.9	TREATMENT OF INFORMATION.....	7
2.10	GENERAL INFORMATION.....	7
3.1	EVALUATION PROCESS	7
3.2	BILLING	8
3.3	RIGHT TO CONTRACT FOR IDENTICAL OR SIMILAR GOODS	8
4.0	APPENDIX "A" – BID FORM	9
4.1	VMWARE PLATINUM SUPPORT AND SUBSCRIPTION RENEWAL	9
4.2	AUTHORIZED SIGNATURES	9
5.0	APPENDIX "B" - VENDOR BACKGROUND & REFERENCES	10
6.0	APPENDIX "C" - AGREEMENT TO ABIDE.....	11

Start of Instructions to Bidders

1.1 Toronto Catholic District School Board

- 1.1.1 The Toronto Catholic District School Board (hereinafter referred to as the TCDSB) wishes to obtain bids from qualified vendors for VMware Platinum Support and Subscription Renewal. The selected vendor will be the TCDSB's Vendor of Record for providing the products and services for the duration of the contract.
- 1.1.2 The technology architecture is based on IBM, Cisco and Microsoft Windows 2003 Active Directory Services and other technologies. Through the Microsoft School Agreement (MSA), TCDSB is licensed to use any version upgrade of Microsoft desktop operating systems as well as Microsoft CALs, Microsoft Office Professional, Microsoft Publisher and Microsoft Encarta Reference Library and Encarta Online.
- 1.1.3 The TCDSB would like to receive bids from qualified vendors for renewing the Platinum Support and Subscription for VMware, as outlined in Section 4.1-"Appendix A"
- 1.1.4 One year's maintenance with technical support and software upgrades are included as part of the Platinum Support and Subscription Renewal for VMware.
- 1.1.5 The successful Vendor of Record must be an authorized re-seller and will be contracted for a one (1) year term of the VMware Platinum Support and Subscription Renewal. TCDSB reserves the right to extend this award for four (4) additional one-year periods.

2.1 Correspondence Information

- 2.1.1 A Tender Coordinator has been assigned by the TCDSB. All communications to the TCDSB must be channeled through the Tender Coordinator, whose name and address appear below.

Margaret Lesley

Sr. Buyer, Purchasing
Materials Management Department
Toronto Catholic District School Board
80 Sheppard Avenue East
Toronto, Ontario
M2N 6E8
Tel: (416) 222-8282 ext. 2107
Fax: (416) 512-3440
E-Mail: Margaret.lesley@tcdsb.org

2.2 Schedule of Events

<u>MILESTONE</u>	<u>START DATE</u>
Release of Tender	June 30, 2009
Last day for receipt of questions from Bidders	July 07, 2009 (3:00:00 p.m.)
Tender Closing	July 21, 2009 (3:00:00 p.m.)
Announcement of Successful Bidder	TBD

TBD – To Be Determined

Variances in the schedule of events do not relieve the successful bidder's obligation to deliver the product in accordance with the delivery lead-time after the purchase order is issued. Product delivery must be completed within 7 days of issue of Purchase Order.

- 2.2.1 The TCDSB reserves the right to alter the schedule of events, or cancel the Tender on 48 hours notice without any penalty or cost to the TCDSB.

2.3 Lobbying

- 2.3.1 The TCDSB has established a prohibition on lobbying during all competitive tenders, RFP's or RFQ's. The Board will designate a bid coordinator for all tenders or proposal calls to respond to all communications with respect to the call from the time of issuance, during the competitive process, and up to and including the announcement of award.

Vendors or any representatives employed or retained by them, or any unpaid representatives acting on behalf of either to promote a bid/proposal or oppose any competing bid/proposal are strictly prohibited from communicating, either verbally or in writing, with any other Board employees or elected officials from the time of issuance until the time of award.

Any vendor found to be in breach of the policy will be subject to disqualification from the particular call of future calls in the discretion of the Board.

2.4 Relevant Policies

The Board has a number of relevant Policies regarding Tenders and Acquisitions. Bidders should familiarize themselves with the following policies:

Purchasing Policy- <http://www.tcdsb.org/policyregister/FP01.html>

Sweatshop Free Purchasing- <http://www.tcdsb.org/policyregister/FP04.html>

Conflict of Interest-Employees- <http://www.tcdsb.org/policyregister/HM31.html>

Conflict of Interest- Trustees- <http://www.tcdsb.org/policyregister/T01.html>

Acceptance of Hospitality or Gifts- <http://www.tcdsb.org/policyregister/HM33.html>

2.5 Bid Documents

- 2.5.1 Bidders shall promptly examine all the Bid Documents after receipt. Any errors, omissions, or ambiguities discovered therein should be reported to the Tender Co-ordinator. If necessary and if time permits, Addenda may be issued to all bidders before the tender closing date. Unless confirmed by Addendum, bidders shall not take into consideration any instructions or answers modifying the Bid Documents.

- 2.5.2 The Bid Documents shall consist of the following:

- Instructions to Bidders,
- Appendix A – Bid Response Sheet,
- Appendix “B” - Vendor Background and References,
- Appendix “C” - Agreement to Abide, and
- All addenda issued.

2.6 Addenda

- 2.6.1 Bidders may, prior to the Closing Date, be advised in writing (by "Addenda") of required additions to, deletions from, or alterations to requirements of the Bid Documents. All Addenda shall become an integral part of the Bid Documents and shall be allowed for in arriving at the contract prices.
- 2.6.2 Each bidder shall be responsible for verifying before depositing its bid that it has received all Addenda that have been issued.

2.7 Delivery of the Bid

2.7.1 Two (2) copies of the bidder's bid must be addressed and delivered before 3:00:00 p.m., local time, on July 21, 2009 in a sealed package to the following address:

Tender Box, 4th Floor, Materials Management Department
Catholic Education Centre
Toronto Catholic District School Board
80 Sheppard Avenue East
Toronto, Ontario
M2N 6E8
Reference: P-XXX-09

2.7.2 All submissions must be date and time stamped and placed in the tender box located on the 4th Floor in the Materials Management Department at the Catholic Education Centre.

Late submissions will not be accepted. No Facsimile transmissions will be accepted.

2.7.3 All accepted bids shall become the property of the TCDSB and will not be returned.

2.7.4 Bids delivered after the date and time specified will not be received or considered and will be returned unopened. Bids delivered to an address other than as specified will not be considered.

2.7.5 The bidder's response shall consist of:

- the completed Bid Form included in these Bid Documents; and
- all other documentation submitted by the bidder in response to the statement of requirements as set out in these Bid Documents.

Documents Provided

2.7.6 The Bid Documents and the Bid Form are enclosed in this Tender.

Documents Required

2.7.7 The bidder's full legal name and address shall be typed or legibly printed in the spaces provided on the Bid Form. An authorized representative of the firm/organization shall initial all the pages of this Tender at the bottom of each page, and sign the Bid Form in the spaces provided. The bidder shall return one original response to the Bid Documents, each of which must include a copy of the Bid Form (Appendix A); Vendor Background & References (Appendix "B"); Agreement to Abide (Appendix "C") completed exactly as required and any other documentation in response to the statement of requirements as set out in these Bid Documents. The bidders return address, company name and Tender title shall be placed on the face of the package containing your submissions.

Bid Response Format

2.7.8 For ease of evaluation, each bidder is required to respond using the same bid form provided. Failure to comply with this format may result in the bidder being disqualified.

Cost Information

2.7.9 All prices and charges quoted for the proposed products must NOT include Goods and Services Tax (G.S.T.) nor Ontario Retail Sales Tax (P.S.T.), and must be expressed in Canadian currency.

2.7.10 Unit costs for **each** product are to be clearly identified.

No Liability for Expenses

2.7.11 The TCDSB shall not be liable for any expenses incurred in the preparation and submission of the bid.

Irrevocable Bid

2.7.12 The bid, once submitted, may be accepted by the TCDSB, in whole or in part, for a period of 90 days from the Closing Date and is irrevocable during that period.

Rights to Disqualify

2.7.13 The TCDSB reserves the right to disqualify bids not submitted in strict accordance with the requirements of the Bid Documents.

Right not to Proceed

2.7.14 The TCDSB reserves the right not to proceed with this Tender and to reject all or any of the bids. The TCDSB may request further clarification of a bid from the bidder.

Right to Terminate

2.7.15 The TCDSB may terminate this Tender for any reason or for no reason.

2.7.16 The TCDSB reserves the right to cancel a contract upon giving 30 days written notice, if a new Board of Trustees, elected during the term of the contract, decides that the contract should be cancelled for whatever reason.

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

2.7.18 The TCDSB may terminate a contract without notice if the successful bidder is in breach of its bid or any of the Bid Documents.

2.8 Bidders' Questions

2.8.1 It shall be the responsibility of each bidder to inform itself of all aspects of the technology required. Should any details necessary to a clear and comprehensive understanding be omitted, or any errors appear in the Bid Documents, or should the bidder note facts or conditions which in any way conflict with the letter or spirit of the Bid Documents, it shall be the responsibility of the bidder to obtain clarification before submitting its bid.

- All questions must be submitted by e-mail by July 07, 2009 (3:00:00 p.m.), to the Tender Coordinator.
- All questions received by e-mail on or before July 07, 2009 (3:00:00 p.m.), will be answered via addenda prior to 48 hrs of closing if they warrant clarification or if the TCDSB changes its intent. To receive addenda, bidders must register with the Tender Coordinator via e-mail prior to July 07, 2009 (3:00:00 p.m.).
- All questions or requests for clarification must be submitted by e-mail to the Board's Tender Coordinator identified above.
- Any clarifications or addenda issued in response to questions received will be forwarded by e-mail to the bidders who have registered by the date required.

2.8.2 Bidders may submit written questions and requests for clarification to the Tender Coordinator. Neither the TCDSB nor its agents shall be responsible for any instructions or information given to any bidder orally.

2.8.3 No employee or representative of the TCDSB is authorized to amend or waive the terms of the Bid Documents in any way unless the amendment or waiver is approved and signed by the Tender Coordinator.

2.9 Treatment of Information

- 2.9.1 All requirements, documentation, and information obtained by the bidder in connection with this Tender are the property of the TCDSB and must be treated as confidential and not used for any purpose other than for replying to this Tender, and for fulfillment of any subsequent contract(s) if awarded.
- 2.9.2 All information obtained by the TCDSB from bidders in connection with this Tender, will remain with the TCDSB. This information will be retained for public records purposes subject to the provisions of the Municipal Freedom of Information and Privacy Protection Act, R.S.O. 1990, (MFIPPA).
- 2.9.3 Any information the bidder wishes to identify as proprietary and have maintained as confidential, excluding unit pricing information, MUST be clearly identified as such and any proposed restrictions on disclosure specified.
- 2.9.4 It should be noted that for purposes of a report to the Board, per unit costs will be reported in a public report to the Board and will not be considered confidential.
- 2.9.5 The Board under the provisions of MFIPPA may be ordered by the Information and Privacy Commissioner of Ontario to disclose information identified as proprietary and confidential.
- 2.9.6 Bids will be disqualified if information relevant to the evaluation process cannot be retained for possible disclosure in established audit processes.

2.10 General Information

- 2.10.1 Neither the lowest priced nor any bid shall necessarily be accepted.
- 2.10.2 There will be no payments to bidders for work related to and materials supplied in the preparation and presentation of the bidder's response.
- 2.10.3 No alterations will be accepted after the specified closing time for submitting bids. However, bidders may alter or withdraw their bids at anytime before this closing time.
- 2.10.4 Any changes or revisions to this Tender will be issued in writing as formal addendum to all bidders.
- 2.10.5 It must be clearly understood that if there is any evidence of misleading or false information having been given, the TCDSB may, at its sole discretion, reject the bid.
- 2.10.6 The TCDSB reserves the right to reject any bid whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, the TCDSB may request clarification where any bidder's intent is unclear and may waive or request amendment where, in the opinion of the TCDSB there is a minor irregularity or omission in the information that is to be submitted in a required document.
- 2.10.7 The TCDSB reserves the right to reject any bid if the bidder is in litigation with TCDSB.
- 2.10.8 Any award resulting from this Tender may be subject to the successful conclusion of a contract between the bidder(s) and the TCDSB.
- 2.10.9 Any resulting contract will be for a one (1) year period. However, the TCDSB reserves the right to extend this award for four (4) additional one year periods.
- 2.10.10 In the event that a successful bidder(s) fail(s) or refuse(s) to enter into and duly execute(s) a written contract within a reasonable time, the TCDSB reserves the right, at its sole discretion, to enter into contract with another vendor, not to accept any bid or to call for new bids.

3.1 Evaluation Process

- 3.1.1 Bids will be evaluated based on price, delivery and service level to be provided, references, and ability to provide requested products and term that represents the best value to the TCDSB.
- 3.1.2 In cases where the TCDSB is unable to ascertain the level of the bidder's compliance with the requirements from the bidder's response, the TCDSB may assume the most restrictive interpretation

without resorting to requesting further information and clarification from the bidder. Should the need arise, verification of responses given will be done through any means possible.

3.1.3 Bidders must respond to this solicitation by submitting all data required herein in order for the bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a bid from further consideration for award.

3.1.4 The TCDSB reserves the right to not consider a bid if any of the mandatory Bid Documents are not submitted.

3.2 Billing

3.2.1 The supplier shall submit billing statements directly to the TCDSB.

Itemization of Billing Statements

3.2.2 Billing statements to the TCDSB will clearly set out and itemize the following information regarding purchases by or through the TCDSB.

- TCDSB PO Number
- date of purchase
- date of delivery
- delivery location
- quantity
- individual line item description

Payments

3.2.3 The TCDSB will issue payments for all purchases in accordance with the billing statements. The supplier acknowledges that payments will be delayed if invoices do not conform in all material respects with the provisions of sections 3.2.2 and 3.2.3.

3.3 Right to Contract for Identical or Similar Goods

3.3.1 By entering into a Contract, the TCDSB shall not limit its right to contract for identical or similar goods.

End of Instructions to Bidders

4.0 Appendix "A" – Bid Form

4.1 VMWare Platinum Support And Subscription Renewal

Term: September 1, 2009 – August 31, 2010

All prices and charges quoted for the proposed products must NOT include Goods and Services Tax (G.S.T.) nor Ontario Retail Sales Tax (P.S.T.), and must be expressed in Canadian currency.

Item number	Product/Service Descriptions	SKU	Quantity	Unit Cost	Total Cost
1	Platinum SnS for VI3 Enterprise for 2 processors - Academic	VI-ENT-P-SSS-A	10		
2	Platinum SnS VCMS for VI3 - Academic	VI-VCMS-P-SSS-A	1		
Total cost of section 5.1					

4.2 Authorized Signatures

Company Name: _____

Address: _____

Name of Responsible Officer: _____

Title of Responsible Officer: _____

Phone of Responsible Officer: _____

Email of Responsible Officer: _____

Signature of Responsible Officer: _____

Date: _____

Initial: _____

5.0 APPENDIX “B” - Vendor Background & References

Do you currently have a VMware Products and Services Specialist on staff? Yes No

If yes, please provide the name(s): _____

Have you won tenders or RFP’s or RFQ’s for other volume licensing contracts? Yes No

If yes, please complete information below including the type of Volume Licensing Contract (Solarwinds, Microsoft School Agreement, etc.) and the name of the organization which issued the tender/RFP/RFQ:

References:

Volume Licensing Contract (name)	Organization	Contact name	E-mail

6.0 APPENDIX “C” - Agreement to Abide

The Board is advising its 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 suppliers and the school Board regarding this Tender must be between only the representatives of the Board and each supplier who have 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 school Board and any representative of the supplier, and no giving of information with respect to the Tender, Tender processes and the final Agreement.
3. Any and all information made available by the Board to one supplier will be made available to all.
4. Any attempt on the part of any Vendor, or any of its employees, agents, contractors or representatives to contact any persons other than the designated representatives with respect to the Tender or any action or violation of the above requirements will be grounds for disqualification, and the Board may, at its discretion, in addition to any other rights or remedies available at law, forthwith revoke the status of the supplier, and may reject any potential or actual submission or proposal submitted by that supplier.

Suppliers 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.

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

Certification:

Company Name

Accepts, and undertakes to ensure compliance with the terms of the Agreement to Abide by the Established Process.

Signature of responsible officer