



**Waterloo Region
District School Board**

Vendor Registration visit Procurement Services at website: www.wrdsb.ca

REQUEST FOR PROPOSAL

Procurement Number: 6942-SC-18

Consultant – French Immersion Review

Issue Date: October 12, 2018

Closing Date: November 7, 2018

Closing Time: 02:00:00pm Local Time

Blackout Period Deadline: Questions/Queries to Bid Award Notification

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INVITATION TO PROPONENTS

1. Procurement Objective

The purpose of this Request For Proposal is to invite qualified Proponent to submit bid pricing for **Consulting Services – French Immersion Review** as further described in this document, for the Waterloo Region District School Board, herein after referred to as the “Board”.

2. Examination

Immediately notify the Board contact upon finding design errors, inconsistencies or omissions in the Tender Documents and/or site examination. The Board and/or Consultants will not accept claims for extras from the Proponent, based on the failure to detect and report same found in the Tender Documents, and/or site examination before Tender closing.

3. About Waterloo Region District School Board

The Waterloo Region District School Board is a provincially funded institution reporting to the Ministry of Education of Ontario and is one of the larger school board’s in Ontario, operating 121 school locations and serving approximately 64,000 students in the Region of Waterloo.

4. Vendor Registration

Note: If you are not a registered vendor with the Waterloo Region District School Board, follow these procedures. Please go to the Waterloo Region District School Board website at: www.wrdsb.ca refer to About> Procurement>Vendor Registration Forms, and complete the online submission prior to the closing date.

5. Sole Contact for this Procurement

For the purpose of this Tender, the only contact for all proponents, subcontractors if any, and any third- party suppliers of goods or services for all queries, questions and notifications, from the Tender issue date to the bid award notification date is:

Stephen Case – Manager of Procurement and Risk Services

All communication(s) is to be emailed: procurement@wrdsb.ca

Reference the Board’s contact name, as well as the Tender number and Tender name in the communication header. Responses will be via addenda.

NOTICE TO PROPONENT

Note: Communications of any type, with other Board staff regarding this RFP and/or RFP process may be grounds for disqualification.

1. Time Table

Issue Date of the RFP	October 12, 2018.
Deadline for Questions/Queries	October 17, 2018 @2:00:00 P.M.
Deadline for Issuing Addenda	October 22, 2018@2:00:00 P.M.
Closing Deadline	November 7, 2018 @ 2:00:00 P.M.
Blackout Period	Deadline for Questions/Queries to Bid Award Notification.

2. Bid Withdrawal

Bids may be withdrawn prior to the closing of the Tender. Following closing, no bid may be withdrawn.

3. Blackout Period: From Deadline for Questions/Queries to Bid Award Notification

Note: All forms of communication from the proponent to the Board or any consultants are prohibited during the blackout period, unless initiated by the Board' contact.

4. Late Bid Receipt

Bids received by the Board after the time established herein for the Tender closing will be deemed informal, regardless of the cause of delay. Such bids shall be promptly returned unopened, with a written explanation as to its rejection.

5. Award

Preference will be given to the most compliant bid submission that meets all of the Board's requirements as outlined in this bid request document.

The Board, at its discretion, reserves the right to award any business resulting from this Tender by splitting the business among various Proponents or by awarding the business to one (1) or more Awarded Bidders.

6. Not a Public Opening

Proponents are advised there will not be a public opening for this Tender. A bid submission meeting all appropriate requirements, as stated in this Tender, will be opened administratively by officials from the Board selection committee at a time subsequent to the closing. Final Results will not be made available on Bidding.com until the official Results Letter is posted.

7. Post Award

No shipment is to be made or work (service) to commence until a purchase order, or contract, or letter of intent is issued by Procurement Services to the Proponent and Procurement Services has received all necessary documents related to this process from the Awarded Bidder(s).

NOTICE TO PROPONENT

8. Disputes

Subsequent to a debriefing a Proponent may dispute the decision of the Board, the process outlined below is to be followed:

- (a) The proponent is to file in writing their protest with the Manager of Procurement & Risk Services by certified mail, within 15 business days of the Debriefing. The Protest Notice shall include:
 - (i) The name and address of the Proponent.
 - (ii) Identification of the RFX.
 - (iii) Detailed and factual statement of the grounds for protest.
 - (iv) Supporting documentation.
 - (v) Desired relief, action ruling.
- (b) The Manager of Procurement & Risk Services will respond to the Proponent, by certified mail, within (20) business days of receiving the written notice.
- (c) If a resolution cannot be met, the Proponent must contact the Superintendent of Business and Financial Services by certified mail, within 10 business days of receiving the first response from the Manager of Procurement & Risk Services. The decision by the Superintendent of Business and Financial Services will be deemed final and the Proponent will receive written notice within 20 business days.

9. Subcontracting/Assignment

Subcontracting and/or Assignment of any portion of the work outlined in these specifications will not be permitted without prior written consent of the Board. If approval is granted, any work undertaken by the approved subcontractor(s) shall be as set forth in the Board' Form of Agreement and the use of subcontractors shall in no way relieve the Awarded Bidder(s) of their responsibilities.

10. Addenda

If it is necessary to provide additional information relating to this Tender, such information will only be communicated to all Proponents by addenda. Such addenda may contain important information including significant changes to this Tender. In the space provided in the APPENDIX B – Price Bid Form, Proponents shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the APPENDIX B – Price Bid Form. Failure to acknowledge all Addenda may result in disqualification of the Proponent's bid.

11. Tie Score

The date/time stamp on the bid envelope will be used to decide the award. (Earliest to latest)

12. Tender Award Announcement

The Board anticipates that the Awarded Bidder will be selected within ninety (90) days of the established Closing Date. The Board may publically post the Results notification to Biddingo.com providing the name(s) of the Awarded Bidder.

13. Costs Related To This Tender

As it relates to all Bid prices, Base Bid or otherwise, all Bids, responses, inquiries, or other related correspondence in reference to this Tender, and all reports, charts, and other documentation submitted by Proponents shall become the property of the Board when received; and the Board shall not be liable for any expenses, costs associated with the preparation and submittal of any proposal, or for any travel and or per diem costs that are incurred including any or all product samples that may be requested during the evaluation stage of the proposal, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the Board exercising any of its rights under this Tender.

Note: Proponents may withdraw their bid submission prior to the Closing Deadline date and time.

NOTICE TO PROPONENT

14. After the release of the Bid Award Notification

Once Form of Agreements is executed by the Awarded Bidder and the Board, Proponents will be notified in writing of the award of the Contract to the Awarded Bidder. Proponents have seventy-two (72) days from the issue date of the award notification to request a debriefing. Proponents are to forward a written request for debriefing to the Board Contact. Telephone debriefings are not permitted.

15. Length of Contract

Typically, the contract between the Board and an Awarded Bidder are for a period of up less than one (1) year.

16. Form of Agreement

Awarded Bidder(s), agree to enter into a Board prepared Form of Agreement within fifteen (15) working days after completion of negotiations. If an Awarded Bidder fails to execute the Form of Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Board may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Proponent.

17. Board Purchase Order

Goods/Service or Work, as described shall not commence until all of the required documents have been submitted to Procurement Services and the Form of Agreement executed by the Awarded Bidder and the Board. For Payment purposes, a Purchase Order shall be generated and issued to the Awarded Bidder. The Purchase Order number must appear on all invoices in order to ensure prompt payment.

18. Volume and Exclusivity

The Board makes no guarantee of the value or volume of work to be assigned to the Awarded Bidder. Any agreement executed with the Awarded Bidder may not be an exclusive contract for the provision of the described goods/services.

19. Force Majeure

If as a result of an event of Force Majeure, a party fails to perform or comply with any of its obligations under this Agreement, such failure shall not constitute a default or breach of the Agreement. Dates and times by which a party is required to render performance under the Agreement shall be postponed automatically to the extent and for the period of time that such party is prevented from meeting them by causes beyond its control, which are not avoidable, by the exercise of reasonable foresight. Such causes (each such cause, an event of "Force Majeure") shall include but not limited to: Acts of God, Acts of War, Riots, Epidemics, Fire, Strikes, Labour Disruptions or "Lock Outs".

PROPOSAL EVALUATION

1. Evaluation Team

The proposal evaluation team (selection committee) will be selected and chaired by Procurement Services. It must be understood and accepted by any Proponent submitting a proposal that all decisions as to the degree to which a proposal meets the requirements of this Proposal are solely within the judgment of the selection committee.

2. Stages of Proposal Evaluation

The evaluation of proposals will be conducted by the selection committee in the following two (2) stages: **Stage I** will consist of a scoring by the selection committee of each proposal on the basis of the Written Proposal Requirements. A proposal must score a minimum of 70/100 points to be selected to move to Stage II of the Evaluation Process.

Stage II APPENDIX A - Price Bid Form (Sealed Envelope) will factor in the service and prices supplied by the Proponent(s). The overall score as determined by the Selection Committee will identify the overall ranking of the Proponents to the Board.

Note: At the Board's discretion Proponent(s) may be requested to present their bid submission in person to the evaluation committee.

3. Selection of the Awarded Bidder

The Boards will select the highest scoring Proponent(s) based on the Overall Evaluation Criteria.

PROPOSAL STAGES	POINTS	PERCENTAGE
Stage I – Written Submission	100 pts.	60%
Stage II – Pricing	50 pts.	40%
Overall Score	150 pts.	100%

4. Scoring Responses

Proponents will be scored on the basis of how well their response meets the criteria specified

Superior Response (5): A highly comprehensive, excellent response. In addition, the response may proactively cover areas not originally addressed within the Tender document and/or include additional information and recommendations that would prove both valuable and beneficial to the stakeholders.

Good Response (4): A good response that demonstrates a clear, concise and thorough knowledge of the Requirements with no deficiencies noted.

Satisfactory Response (3): A fair response that demonstrates the ability to address the Requirements, and basic knowledge of the subject matter.

Limited Response (2): A limited response does not address all the Requirements and knowledge of the subject matter; does not meet the basic Requirements.

Inadequate Response (1): An inadequate response containing little detail, structure or insufficient knowledge of the subject matter.

Zero Response (0): A response where the Proponent has not demonstrated knowledge of the subject matter or where no information has been provided.

SCOPE OF WORK AND QUESTIONS (MEASURABLES)

Background:

The Waterloo Region District School Board's French Immersion program has grown in enrolment since the Board established it. As the demand for the program increases, it is imperative the Board establish a mission and vision for the program in addition to success criteria. During the 2017/18 school year, the Board of Trustees approved an initiative to acquire the services of a third party to conduct a review of the French Immersion program to commence within the 2018/19 school year.

Review:

The review will engage parents/caregivers and students to better understand their experiences as they relate to the program and why they chose to register as well as continue or withdraw from the current program model.

Additionally, "Front-Line" educators need to be engaged to improve chances of success and future opportunities with the current program. Other areas to review but not limited to;

- Current structure of the program. In particular, to address enhancements to the Board registration process such as early identification surveys at JK/SK, concepts of single or dual track schools, multiple entry points into the program, and substitutes for the program such as enhancements to core French Language instruction;
- Market analysis specifically in regards to regional growth, staff recruitment, transportation, and other related conditions which may affect the success of the program;
- Provide comparisons of other delivery models of the French Immersion program currently found in South Western Ontario;
- Elementary and Secondary school programs;
- Equitable access to program for each and every student;
- Assess financial implications;
- Assess technological opportunities;

SCOPE OF WORK (DELIVERABLES)

The successful bidder will provide a clear vision /mission statement focusing on the data sourced via parent/caregiver, student, staff and community partners through surveys, interviews, meetings and other means to define our direction and best practices required for our Board to plan for our future in French Immersion programming.

The final report will outline the consultation process, current program status, experiences, positions, challenges and values of those of participating in the data gathering process, system and school responsibilities, current policy and procedure review, outside influences, legislative influences, current and future enrolment data, current resource challenges especially staffing and transportation , training, recommendations.

Timeline: Start Date – December 2018 estimated competition is summer 2019. Please note: due to time, meeting and resource challenges, the project may be extended.

SCOPE OF WORK AND QUESTIONS

Written Proposal Submission Requirements	Circle Scoring Response		Weight
<p>1.0 Question - Company</p> <p>Proponents are to provide information on their company such as, but not limited to:</p> <ul style="list-style-type: none"> • correct legal name, address and contact information • number of years in business • size of company, number of employees • list of all services available • membership in professional associations • Previous summarized experience in Consultation Services <p>Response limited to 2 pages maximum</p>	5	Superior	15
	4	Good	
	3	Satisfactory	
	2	Limited	
	1	Inadequate	
	0	Zero	

SCOPE OF WORK AND QUESTIONS

Written Proposal Submission Requirements	Circle Scoring Response	Weight												
<p>2.0 Question - Approach</p> <p>Describe your understanding of the Board’s key system influencers (i.e. administration, schools, public sectors, political climate, labour climate, Ministry direction).</p> <ul style="list-style-type: none"> · Describe your firm’s plan to carry out the review and complete the project within a reasonable timeline (firm provided), resources and activity breakdown for completion of project. · The approach shows evidence of: <ul style="list-style-type: none"> ➤ clear understanding of the project; ➤ a methodology to develop a strategy and plan that incorporates leading practices and approaches to a successful outcome; ➤ the appropriate level of detail; ➤ what the Board can expect to in the final report. <p>Response limited to 4 pages maximum</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">5</td> <td>Superior</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Good</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Satisfactory</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Limited</td> </tr> <tr> <td style="text-align: center;">1</td> <td>Inadequate</td> </tr> <tr> <td style="text-align: center;">0</td> <td>Zero</td> </tr> </table>	5	Superior	4	Good	3	Satisfactory	2	Limited	1	Inadequate	0	Zero	<p>35</p>
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0	Zero													

SCOPE OF WORK AND QUESTIONS

Written Proposal Submission Requirements	Circle Scoring Response	Weight												
<p>3.0 Question - Solution</p> <p>Describe one (1) project or aspect of one (1) project from the past three (3) years where your firm completed an extensive Consultation Review in education same or similar to French Immersion programming. Describe any innovative and/or unique solution(s) that your firm reported during the above-mentioned review. Describe specific challenges, if any.</p> <p>Optional: Please provide the name of the public organization this issue was resolved for, the authorized contact name, title, telephone number, email.</p> <p>Response limited to 4 pages maximum</p>	<table border="1"> <tr> <td>5</td> <td>Superior</td> </tr> <tr> <td>4</td> <td>Good</td> </tr> <tr> <td>3</td> <td>Satisfactory</td> </tr> <tr> <td>2</td> <td>Limited</td> </tr> <tr> <td>1</td> <td>Inadequate</td> </tr> <tr> <td>0</td> <td>Zero</td> </tr> </table>	5	Superior	4	Good	3	Satisfactory	2	Limited	1	Inadequate	0	Zero	<p style="text-align: center; border: 1px solid red; padding: 5px;">35</p>
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3	Satisfactory													
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1	Inadequate													
0	Zero													

SCOPE OF WORK AND QUESTIONS

Written Proposal Submission Requirements	Circle Scoring Response	Weight												
<p>4.0 Question - Consultant</p> <p>Provide the following:</p> <ul style="list-style-type: none"> ➤ The lead consultant’s resume and proportion of expected participation on the project, including anticipated role; ➤ Resumes of the dedicated team member (s) who will work directly on this project with defined roles and expected proportion of project participation (include relevant experience and skill-set). <p>Response limited to 1 page maximum</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">5</td> <td>Superior</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Good</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Satisfactory</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Limited</td> </tr> <tr> <td style="text-align: center;">1</td> <td>Inadequate</td> </tr> <tr> <td style="text-align: center;">0</td> <td>Zero</td> </tr> </table>	5	Superior	4	Good	3	Satisfactory	2	Limited	1	Inadequate	0	Zero	15
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0	Zero													

INSTRUCTIONS TO PROPONENTS

1. Submission Structure

The Submission shall consist of up to seven (7) parts: **Appendices B, C, up to 3 appropriate business references situated in the Province of Ontario, current General Liability Insurance Certificate** and a reasonable Business background document (including the **Scope of Work Questions and related Answers**) which may (but not limited to) promote the Proponents background and services.

2. Submissions

Proponents may submit their one (1) bid package “paper based “or transmitted electronically on Biddingo.com. The bid must be received and dated (physically or electronically stamped) prior to the deadline identified in this Tender document at the reception desk in Procurement Services, 2nd floor Building 2 or on Biddingo.com.

Note for Paper Based Submissions: The main entrance to the Education Centre is a controlled entrance, and it is the Proponent’s responsibility to allow ample time to reach the reception desk in Procurement Services, 2nd floor, Bldg 2. Bids received by the Board after the time established herein for the Tender closing will be deemed informal, regardless of the cause of delay. Such bids shall be promptly returned unopened, with a written explanation as to its rejection.

WRDSB Procurement Services office hours: 8:30 A.M. - 4:00 P.M.

3. Submission Format

It is common and easier for evaluators to review Tender submissions that are 8.5” x 11” in dimension, bound and specific sections are labelled, numbered separately. There should be a front cover stating the Proponents Name, the Board’ Procurement Name and the Procurement Number.

4. Bid Price Form

Bids shall be submitted on the attached Appendix B Bid Price Form. The bid form shall be completely filled out. Bid submissions without signatures, conditional or obscure, or which contain any additions or alterations not called for, may be rejected. The Board is required to pay all applicable taxes.

5. Proprietary Content

Information which the Proponent considers to be of a proprietary or confidential nature must be clearly marked “PROPRIETARY”.

6. Appendices and Other Documents

Appendix (A) – Business Conduct for Board Employees

Appendix (B) – Price Bid Form (Separate Envelope)

Appendix (C) – Tax Declaration Form

Appendix (F) – Vendor Performance Evaluation Form and Guidelines

Appendix (G) – Terms & Conditions

Appendix (H) – Rights of the Board

Other Documents – Current General Liability Insurance Certificate

APPENDIX A – BUSINESS CONDUCT FOR BOARD EMPLOYEES

1. Preamble

The Principles of Business Conduct procedure describes the manner in which the Board does business and specifies the standards of behavior expected from employees. They are a formal guide to ethical practices to be followed in all business dealings. They are not a substitute for personal integrity and good judgment; they are intended to serve as a minimum standard of behavior.

The Principles of Business Conduct provide guidance to Board employees to ensure its relationship with the private sector is beyond reproach. The overall image of the Board would clearly be harmed by cases of employees receiving, or perceived to be receiving, any undue benefits or otherwise benefiting or appearing to benefit, from their relationships with the private sector.

2. General

The Board is committed to the highest level of personal and corporate ethical standards in the conduct of doing business. A key ingredient in its business dealings is the treatment of all suppliers in a fair and equitable manner.

3. Principles

3.1. Board employees must act honestly and uphold the highest ethical standards. This will maintain and enhance public confidence and trust in the integrity, objectivity and impartiality of the Board.

3.2. Board employees are obligated to perform their official duties and conduct themselves in a manner that will bear the closest public scrutiny.

3.3. When dealing with suppliers, Board employees must declare any conflict of interest (i.e., where an employee's personal interest may be in conflict with the employee's role and responsibility for the Board).

3.4. Civil or criminal action may be taken against any employee who fails to comply with the Board's rules of conduct. If an employee fails to comply with the Principles of Business Conduct, the employee will be disciplined, as appropriate, up to and including dismissal.

Ontario Broader Public Sector (BPS) Supply Chain Code of Ethics

Goal: To ensure an ethical, professional and accountable BPS supply chain.

I. Personal Integrity and Professionalism

Individuals involved with Supply Chain Activities must act, and be seen to act, with integrity and professionalism. Honesty, care and due diligence must be integral to all Supply Chain Activities within and between BPS organizations, suppliers and other stakeholders. Respect must be demonstrated for each other and for the environment. Confidential information must be safeguarded. Participants must not engage in any activity that may create, or appear to create, a conflict of interest, such as accepting gifts or favours, providing preferential treatment, or publicly endorsing suppliers or products.

II. Accountability and Transparency

Supply Chain Activities must be open and accountable. In particular, contracting and purchasing activities must be fair, transparent and conducted with a view to obtaining the best value for public money. All participants must ensure that public sector resources are used in a responsible, efficient and effective manner.

III. Compliance and Continuous Improvement

Individuals involved with purchasing or other Supply Chain Activities must comply with this Code of Ethics and the laws of Canada and Ontario. Individuals should continuously work to improve supply chain policies and procedures, to improve their supply chain knowledge and skill levels, and to share leading practices.

APPENDIX B – BID PRICE FORM

EXTERNAL AUDIT SERVICES

Closing Date and Time: November 7, 2018 @ 2:00:00 P.M. local time

The bid price herein constitutes the total costs to the Board for all work involved in the respective items and that this cost also includes all insurance, transportation charges, use of all tools and equipment, supervision, bonds, overhead expense, warranty, all profits and all other work, services, conditions furnished in accordance with the requirements of the contract documents.

Description	Price in Canadian Dollars
Total Cost Based on Scope of Work (includes all Labour and materials) Excluding HST	\$
FEES FOR ADDITIONAL SERVICES	
Senior Consultant Per Diem excluding HST	\$
Consultant Per Diem excluding HST	\$
Support Staff Per Diem excluding HST	\$
Other Services	\$
	\$

Note: Travel Expenses to fall within Broader Public Sector Expenses Directive – Ontario. All Applicable Taxes Extra.

I/We have carefully examined Tender documents and Addenda No. ___ to No. ___ inclusive and have a clear and comprehensive knowledge of the Services required under the tender.

By submitting the bid form, we agree and consent to the terms, conditions and provisions of the tender. I/We declare that neither our firm nor our employees have a situation with the Board or its employees, management or trustees that may be interpreted as a conflict of interest or potential conflict of interest. On behalf of the company, all of our employees that will be interacting with Board employees have been made aware of the Board' "Principles of Business Conduct" and will comply.

Blackout Period Protocol is understood and will be adhered to.

Authorized Signature: _____ Title: _____

Name (Print/Type): _____ Date: _____

Telephone: _____ Fax #: _____

Email: _____ Cellular # _____

INVOICING TERMS: Net 30 Days or Negotiable.

I have the authority to bind the proponent.

APPENDIX C – TAX DECLARATION

Government of Ontario

Tax Compliance Declaration

The Ontario Government expects all proponents to pay their provincial taxes on a timely basis. In this regard, proponents are advised that any contract with the Ontario Government will require a declaration from the successful proponent that his/her company's provincial taxes are in good standing.

In order for a company to be considered for a contract award, the proponent must complete and submit a signed copy of this Tax Compliance Declaration form along with its bid documentation.

Declaration

I/We hereby certify that _____ at the time of
(legal name of proponent company)

submitting its quotation, is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Consent to Disclosure

I/We consent to the Ministry of Finance releasing the taxpayer information described in this Declaration to The **Waterloo Region District School Board** for the purpose of verifying that _____ is in full compliance with all tax statutes administered (legal name of Proponent Company) by the Ministry of Finance.

Dated at _____ this _____ day of _____, 20__.

(Signature of Authorized Signing Officer)

(Name and Title of Authorized Signing Officer)

(Phone number) _____

APPENDIX F – VENDOR PERFORMANCE EVALUATION AND GUIDELINES

The Board, in an effort to build an improved supplier base and to obtain exceptional long term value, has undertaken a project to register vendors. In conjunction, the Board will also evaluate the performance of vendors, either Consultant and/or Sub-Consultant that are involved within the project.

Based on the Scope of Work detailed in the document, The Board will evaluate the vendor at or near project and/or yearend completion.

The Board may also evaluate a vendor at any stage of the project if corrective action can be implemented to ensure the successful completion of the project.

Vendor Performance Evaluations will be forwarded to the vendor.

A Vendor Performance Evaluation that:

- 1) Meets or exceeds expectations:
 - Will be referenced by the Board if and/or when the Board is considering the extension period(s).
- 2) Is below expectations:
 - Will be forwarded to the vendor with a Request for Corrective Action.
 - The Board may suspend work and/or determine not to extend the agreement beyond the current period(s).

Upon the vendor's successful completion and demonstration of the Request for Corrective Action, the Board may consider, at its discretion, Reference 1.

The Board or vendor upon the successful completion of the Request for Corrective Action may request a meeting in order to move forward in a positive manner.

Procurement Services will provide clarification and /or direction regarding the Request for Corrective Action if requested, however the Vendor Performance Evaluation will remain as issued.

The Vendor Performance Evaluation, Requests for corrective action and the vendor's corresponding corrective action will be filed at the Board.

APPENDIX G – TERMS & CONDITIONS

PROVISIONS

1.0 Proceedings against the Board

The Proponent represents and warrants that the Proponent is not a party to any suits, actions, litigation proceedings, arbitration's, alternative dispute resolutions, investigations or claims by or against or otherwise involving the Board and the Proponent. The Board will reject the bid in the view of the current, pending or threatened litigation, arbitration, alternative dispute resolution or disputes involving the Board and Proponent. The Awarded Bidder may also be required, at the discretion of the Board, to sign a Certificate in a form satisfactory to the Board confirming that the Awarded Bidder is not associated with any company involved in litigation with the Board.

1.1 Standard of Behavior

The Board will not knowingly purchase goods and/or services from Awarded Bidders who operate in contravention of local and international laws. Proponents submitting bids are in fact agreeing that they do not purchase or use products that are in contravention of local and international laws. If a product and/or service supplied to the Board is discovered to be in contravention, the Board reserves the right to rectify the issue with the Awarded Bidder that may include the cancellation of the contract.

1.2 Federal, Provincial, Regional and Municipal Laws

The Awarded Bidder must stay current and comply with, for the duration of the agreement, all current laws and bylaws.

1.3 No Smoking and Scent Free

The Board has designated all the Board properties to be "smoke free" and most all Board properties to be "scent free". Smoking will not be permitted on-site. Offenders will be asked to leave the site, and infractions could result in corrective action.

1.4 Paramountcy Clause

Proponents who have additional and/or supplementary agreements that require the Board signature prior to providing the required products and/or services to the Board must submit that said draft agreement with their bid. No additional agreements will be accepted by the Board after the closing date Tender time of the Tender. In the event of any conflict between the provisions of the terms of the Awarded Bidder's additional and/or supplementary agreement(s) and the provisions of this Tender document, the terms of the Tender contract shall govern.

1.5 Freedom of Information

To comply with the Freedom of Information and Protection of Privacy Act, all bids submitted to the Board become the property of the Board, and as such, are subject to the Freedom of Information and Protection of Privacy Act. Clearly identify any portion of the bid submission that could cause injury if disclosed.

APPENDIX G- TERMS AND CONDITIONS

1.6 Criminal Background Checks and Collection of Personal Information

The Board must comply with Regulation 521 (Collection of Personal Information) to the Education Act with respect to criminal background checks and offence declarations.

If required by the Board, the Awarded Bidder will provide the Board, or designate with a Criminal Background Check covering offences under the Criminal Code, the Controlled Drugs and Substances Act, and any other offences which would be revealed by a search of the automated Criminal Records Retrieval System.

An Offence Declaration in a Board-approved form for every individual or employee of the Awarded Bidder who may come into direct contact with Board staff and/or students on a regular basis at any Board site prior to the occurrence, and on or before September 1 each year thereafter is required. The Board will determine in its sole discretion whether an individual or employee of the Awarded Bidder come into direct contact with pupils on a regular basis.

Termination of contracts and indemnification by the Awarded Bidder will result from non-compliance.

1.7 Accessibility

Proponents shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations there under with regard to the provision of its goods or service to persons with disabilities. Proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or service through its procurement process, consider the accessibility for persons with disabilities to such goods or service.

INSURANCE

2.0 Proof of WSIB Coverage/Employer's Liability and Voluntary Compensation (Onsite work only)

If the Proponent does not provide a policy endorsement for Employer's Liability and Voluntary Compensation, the Proponent shall submit a valid certificate of WSIB coverage to the Board, with the TENDER submission and any subsequent policy renewal, referencing this Agreement. The Proponent shall ensure that each Subcontractor complies with the WSIB requirements set out in this Article by obtaining similar types of coverage if the Subcontractor does not provide a policy endorsement for Employer's Liability and Voluntary Compensation.

2.1 General & Vehicle

General and vehicle liability insurance covering incidents of property damage or bodily injury (including death) for owned and non-owned vehicle accidents occurring during the work in this TENDER, or actions of the employees of the Awarded Bidder while acting within the scope of their duties as required in this TENDER shall be maintained. Verification of current "Good Standing" may be requested. The inclusive per incident minimum amount of coverage is: **Two Million Dollars (\$2,000,000)**.

APPENDIX H – RIGHTS OF THE BOARD

In addition to any other express rights or any other rights which may be implied in the circumstances, the Board reserves the right through the selection committee to:

- (i) reject any bid received from a Proponent which is party to any past or existing suits, actions, and litigation proceedings, arbitration's, alternative dispute resolutions, investigations or claims by or against or otherwise involving the Board and the Proponent. Note: the successful Bidder(s) may also be required, at the discretion of the Board, to sign a Certificate in a form satisfactory to the Board confirming that the successful Bidder(s) is not associated with any company involved in litigation with the Board.
- (ii) make public the names of any or all Proponents;
- (iii) request written clarification or the submission of supplementary written information from any Proponent;
- (iv) waive formalities and accept Bids which substantially comply with the requirements of this Tender;
- (v) verify with any Proponent or with a third party any information set out in a Bid;
- (vi) disqualify any Proponent whose Bid contains misrepresentations or any other inaccurate or misleading information;
- (vii) disqualify any Proponent or the Bid of any Proponent who has engaged in conduct prohibited by this Tender;
- (viii) make changes, including substantial changes, to this Tender provided that those changes are issued by way of addenda in the manner set out in this Tender;
- (ix) accept or reject a Bid if only one Bid is submitted;
- (x) select any Proponent other than the Proponent whose Bid reflects the highest compliant score to the Board;
- (xi) cancel this Tender process at any stage;
- (xii) cancel this Tender process at any stage and issue a new Tender for the same or similar services with a minimum substantial change in scope;
- (xiii) accept any Bid in whole or in part;
- (xiv) discuss with any Proponent different or additional terms to those contemplated in this Tender or in any Proponent's Bid;
- (xv) reject any or all Bids in its absolute discretion;
- (xvi) negotiate with the leading Proponent prior to award;
- (xvii) evaluate and accept Proponent's alternatives whereby possible efficiencies may prove to be advantageous to the Board;
- (xviii) right to terminate any contract Tender purchase order resulting from this Tender call for sufficient cause, such as: non-performance, late deliveries, inferior quality, pricing problems, customer service, etc. Should such action be necessary, the Board would provide written notice to the Awarded Bidder;

By submitting its Bid, the Proponent authorizes the collection by the Board of the information set out under (v), (vi) and (vii) in the manner contemplated in those subparagraphs.