



CHATHAM-KENT & LAMBTON ADMINISTRATIVE SCHOOL SERVICES

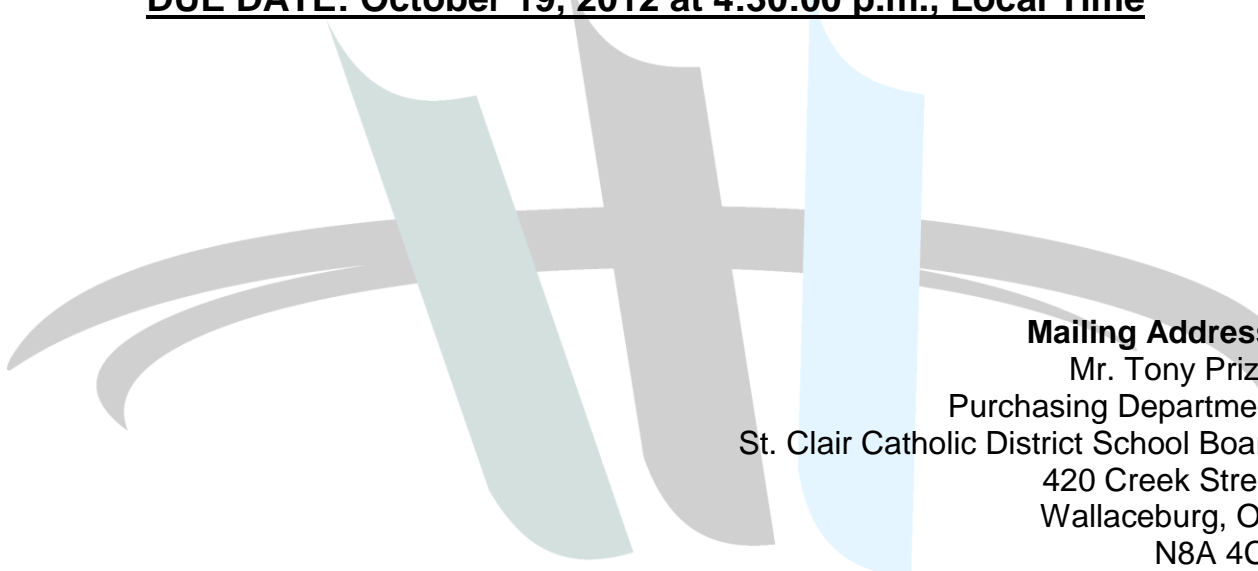


**REQUEST FOR PROPOSAL
FOR
RFP FAIRNESS COMMISSIONER**

RFP#: 2012-03

ISSUE DATE: September 28, 2012

DUE DATE: October 19, 2012 at 4:30:00 p.m., Local Time



Mailing Address:
Mr. Tony Prizio
Purchasing Department
St. Clair Catholic District School Board
420 Creek Street
Wallaceburg, ON
N8A 4C4

Facsimile/e-mail submissions not accepted.



CLASS

1.0 BACKGROUND

Chatham-Kent Lambton Administrative School Services (hereinafter referred to as "CLASS") was established in 1999 by signed agreement between the Lambton Kent District School Board (LKDSB) and the St. Clair Catholic District School Board (SCCDSB). On February 22, 2006 it was incorporated under the Corporations Act (Ontario). The vision was to establish an entity to assume shared business services for member boards starting with student transportation. CLASS currently transports over 18,000 students daily on 314 vehicles, including buses, mini buses, vans and wheelchair accessible vehicles.

CLASS is seeking proposals to obtain a Fairness Commissioner to provide an independent and impartial third party who will observe, monitor and provide oversight on the procurement process. The Fairness Commissioner will add value to the procurement process by providing arms-length oversight that increases confidence in the integrity of CLASS' transportation services procurement process by:

- Communicating and demonstrating that openness, fairness, transparency, and impartiality have been maintained throughout the procurement process.

Openness refers to making the procurement opportunity widely available to the vendor community so that all interested vendors can respond.

Fairness refers to all vendors receiving the same information and being treated in an equitable and even handed manner. Fairness also refers to ensuring that procurement documents don't favour one vendor over another.

Transparency refers to the ability of vendors to understand and verify how the complete procurement process is undertaken.

Impartiality refers to treating all vendors equally, objectively, fairly and without bias.

Due to the changes to the business model for procuring transportation services in Sarnia-Lambton and Chatham Kent, the consortium feels that oversight by the Fairness Commissioner would ensure a fair, open, transparent and impartial process.

2.0 INSTRUCTIONS TO BIDDERS

- 2.01 Proposals are invited from suppliers to enter into an Agreement on an exclusive basis with CLASS to provide the service of Fairness Commissioner. All Proposals must be completed in accordance with the terms of this RFP and must be delivered to the reception desk of the St. Clair Catholic District School Board in a sealed envelope or container, addressed to Tony Prizio, Procurement Specialist.
- 2.02 Proponents must promptly examine all RFP documents after receipt. Any errors, omissions or ambiguities discovered therein prior to the Submission Deadline should be reported to the person named in Section 2.16 – RFP Authority. Addenda will be posted on the <http://www.biddingo.com/> and <http://www.st-clair.net/> web sites. Clarifications or information provided orally by CLASS, or any other Person, in response to inquiries, are not binding on CLASS and must not be relied upon by any Proponent unless a confirming Addendum is issued.

2.03 Important dates for this RFP are:

September 28, 2012	Issuing of RFP through http://www.biddingo.com/ and http://www.st-clair.net/
October 10, 2012 at 4:00:00 p.m. EST	Deadline for questions regarding RFP
October 12, 2012 at 4:00:00 p.m. EST	Deadline for posting of Addenda without considering an extension of the Submission Deadline
October 19, 2012 at 4:30:00 p.m. EST	Deadline for submission of Proposals

- 2.04 The RFP# 2012-3 Fairness Commissioner must be submitted no later than **Friday, October 19, 2012, 4:30:00 p.m. local time** (clock at reception).
- 2.05 Proposals must be legible, completed in ink or typewritten and legibly signed by an individual who has the authority to bind the organization. Erasures, overwriting, strike-outs will not be reason for rejection, provided all such changes remain legible and have been initialed by the authorized person signing on behalf of the Respondent.
- 2.06 All Proposal submissions shall consist of two (2) parts. Envelope or container # 1 shall contain responses to each item in Section 5.2 A through F plus additional information as required. The contents will be evaluated by the Evaluation Committee and will be scored accordingly. Envelope #2 shall contain responses to section 5.1.
- 2.07 **Envelope #1 Submission**
Each Proponent shall submit their response in the following format and in the following order, divided by clearly labeled tabs:
- a) Executive Summary - A description of your company (Not scored).
 - b) Rated Technical Requirements – Responses for each item to be evaluated (Section 5.2 A through F) should be **provided in order** and **separated by labeled tabs**. Proponents should note that CLASS will evaluate the response solely on the basis of the written responses (and in the subsequent interview if required) provided to our specific questions.
 - c) Acknowledgement and inclusion of all Appendices' and Addenda outlined below.
 - 1. Appendix 1 – Declaration of Disclosure, duly signed and dated
 - 2. Appendix 2 – Reference Information Agreement to Abide, duly signed and dated
 - 3. Appendix 3 – Agreement to Abide, duly signed and dated
 - 4. Appendix 4 – Pricing Submission Form
 - 5. Appendix 5 – Signature Sheet, duly signed and dated
 - 6. Copies of all Addenda, duly signed and dated
- 2.08 **Envelope #2 Pricing**
The Proponent's pricing information shall be submitted in a separate envelope contained within envelope or container #1 submission.
- 2.09 **One (1) original signed submission and two (2) hard copies plus one (1) electronic copy** in a PDF format a USB stick for each set of information that should be provided in Envelope #1.

Three (3) hard copies plus one (1) electronic copy in PDF format on a USB stick should be provided in Envelope #2 Pricing.

NOTE: If any discrepancy between the hard copy and the electronic copy is discovered, the information contained on the hard copy shall prevail.

2.10 **Submission of Forms**

A completed and signed cover page should appear as the front page of the Proponent's submission. A signed copy of the Agreement to Abide by the Established Process, Discloser Declaration and Signature Sheet; and all other documentation submitted by the Proponent in response to the requirements as set out in the Specifications of the RFP Document.

2.11 **ALL BLANK SPACES ON THE FORMS MUST BE FILLED IN.**

2.12 All work is to be completed in accordance with the attached Instructions to Bidders General Conditions and Specifications.

2.13 The bidder shall make their own estimate of the facilities and difficulties to be encountered. They are not to claim at any time after the submission of their Proposal that there was any misunderstanding of the terms and conditions of the contract relating to the site conditions.

2.14 Please quote prices in Canadian Funds, including all Federal Excise Tax, Provincial Road Tax, **but excluding** the Goods and Services Tax, and Provincial Sales Tax, due to the harmonization (HST) of these taxes in 2010.

2.15 **ANY PROPOSAL RECEIVED AFTER THE CLOSING DATE AND TIME SPECIFIED IN THIS DOCUMENT IS NOT ELIGIBLE FOR CONSIDERATION AND WILL BE RETURNED TO THE BIDDER, UNOPENED. In the event of a disruption in mail and/or courier services, for any reason, it is the responsibility of the bidder to ensure that the Proposal is received at the St. Clair Catholic District School Board and in the hand of the Receptionist by the specified closing date and time.**

2.16 **Questions should be submitted in writing no later than October 10, 2012 at 4:00.00 p.m. EST.** All inquiries regarding this proposal are to be directed to the RFP Authority; Tony Prizio, Procurement Specialist, St Clair Catholic District School Board either by email at tony.prizio@st-clair.net

by courier or Canada Post

Addressed to:

RFP# 2012-03 Fairness Commissioner
St Clair Catholic District School Board
Attention: Tony Prizio – Procurement Specialist
420 Creek Street
Wallaceburg, ON
N8A 4X1

Questions received after the above date as detailed in this Section will not be considered and will not be answered. All written questions will be reviewed by CLASS, and if CLASS determines that an answer is warranted, all questions and answers will be included in an Addendum.

The Proponent submitting the question will not be identified. In setting out the questions and providing responses, CLASS may answer similar questions from different Proponents only

once, edit the questions for purposes of clarity, and may ignore questions or requests for clarification that are obscure, ambiguous or unclear. Any interpretation, addition, deletion, correction, change or alteration to the RFP will be made by Addendum.

CLASS will not be responsible for, and will not be bound by, interpretations, instructions, additions, clarifications, deletions, corrections, changes, alterations or amendments communicated orally, or in any manner other than by written Addenda.

- 2.17 **No verbal communications shall modify any portion of this Request for Proposal, until they are confirmed in writing.** Proponents shall promptly examine all RFP documents after receipt. Any errors, omissions or ambiguities discovered therein prior to the RFP submission deadline should be reported to the RFP Contact, via email.
- 2.18 Proponents shall promptly examine all RFP documents after receipt. Any errors, omissions or ambiguities discovered therein prior to the RFP submission deadline should be reported to the RFP Authority, via email.
- 2.19 Should CLASS issue an addendum to this RFP, it shall be via email or fax in addition to being posted in www.biddingo.com and www.st-clair.net. All Addenda will be included in RFP submission and will become an integral part of the RFP proposal. **CLASS will not post addenda after four (4:00:00) p.m. (EST) on October 12, 2012 without considering an extension of the Submission Deadline.**
- 2.20 Proposals received before the RFP deadline will be irrevocable and eligible for award by CLASS for a period of 45 days from RFP deadline.
- 2.21 All bids submitted will remain valid for a period of 120 days from the time of closing of this request for Proposal.
- 2.22 Ensure that all forms are signed in the appropriate places.
- 2.23 Failure to follow these Instructions to Bidders may cause the bid to be considered informal.
- 2.24 CLASS may at its discretion at any time, cancel this Request for Proposal, without any obligation or reimbursement to the bidders, issue a new bid document or enter into an agreement negotiated by another public agency if it is in the best interest of CLASS.
- 2.25 Failure to follow these instructions and/or if the selected Proponent has failed to deliver service agreed to, the selected Proponent will be responsible for:
- (i) Costs associated in finding a new service provider; and
 - (ii) The difference between the cost of the service quoted and the cost of service provided by a new supplier to complete the work.
- 2.26 All successful Proponent invoices must be sent to Chatham-Kent Lambton Administrative School Services (CLASS), 600 Gillard Street, Wallaceburg, N8A 4X1.
- Applicable taxes must be shown as separate line items on all invoices. Proponents should indicate any specific payment terms. It is generally expected that payment will be made within 45 days of receipt of invoice.
- 2.27 References will be required from suppliers regardless of whether you are currently doing business with CLASS or not. These references should be from other boards, consortia, counties, municipalities, government agencies or companies of similar size to that CLASS. See Appendix 2 for the Reference Form.

- 2.28 The bidder represents and warrants that the goods and/or services supplied pursuant to this bid will be manufactured and/or supplied under such conditions that do not contravene the Ontario Human Rights Code or the minimum standards of Ontario workplace legislation and regulations or are otherwise unethical. In the event in the opinion of CLASS, the bidder is in breach of the foregoing representation and warranty, CLASS may cancel the award or any such subsequent contract entered into between CLASS and bidder pursuant thereto.
- 2.29 Failure to comply with these instructions may result in CLASS refusing your Request for Proposal.
- 2.30 Following award of the contract, the selected Proponent shall not, without written consent of the CLASS Management Committee, the General Manager Chatham-Kent Lambton Administrative Services and or the Procurement Specialist make any assignment or any subcontract for the execution of any service or product hereby proposed.
- 2.31 CLASS may, in its absolute discretion, reject a proposal submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against CLASS, its member Boards, its elected or appointed officers and employees in relation to:
- (i) Any other contract or services; or
 - (ii) Any matter arising from CLASS' exercise of its powers, duties or functions.
- 2.32 In determining whether or not to reject a proposal under this clause, CLASS will consider whether the litigation is likely to affect the Proponent's ability to work with CLASS, its consultants and representatives, and whether CLASS' experience with the Proponent indicates that CLASS is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.
- 2.33 The CLASS Operations Committee shall document evidence and advise the Procurement Specialist in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations. The Procurement Specialist may, in consultation with its Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.
- 2.34 If a Proposal is accepted by CLASS, the successful Proponent agrees to provide the following additional documentation within fourteen (14) working days of award:
- (i) Current, valid Certificate of Insurance which shows CLASS and its member Boards as additional insured; and
 - (ii) A current, valid Certificate of Clearance from the Workplace Safety & Insurance Board.
- 2.35 Employees of the third-party operator are not to be considered employees of CLASS.
- 2.36 CLASS reserves the right to conduct an audit of the third-party operator's financial account and records with respect to this RFP award.

3.0 SCOPE OF WORK

Chatham-Kent Lambton Administrative Services, herein referred to as “CLASS”, intends to secure a contract with a qualified Proponent for the Provision of a Professional, Qualified Fairness Commissioner to assist in the procurement of Student Transportation Services and assist in the process. The Fairness Commissioner must possess the following qualifications:

- The ability to be independent, fair and resistant to pressure;
- The ability to put forward objective procurement recommendations and decisions to senior management;
- Thorough and verifiable knowledge and experience in procurement;
- Experience in the preparation and/or evaluation of procurements of similar scale and complexity;
- A clear understanding of Ontario’s procurement policy framework;
- Knowledge of OPS organizational structures, delegations of authority and decision-making steps;
- An understanding of respective business interests and motivations of the public and private sectors, and of private sector procurement practices;
- Sensitivity to conflict of interest situations;
- Familiarity with Canadian contract law and related jurisprudence/precedents;
- The ability to review business cases and complex financial data and analysis;
- Strong communication skills and ability to work with a team;
- Analytical and negotiating skills, and report-writing ability; and,
- The ability to work within tight timeframes.

A Fairness Commissioner should be free of conflict or bias and should not have previous involvement with CLASS or its member Boards business planning which resulted in the procurement nor any past or current business relationships with any potential vendors.

The role of a Fairness Commissioner is an independent and impartial third party who observes monitors and provides oversight on the procurement process to mitigate risk and protect the integrity of the procurement process. Fairness Commissioners assess and provide advice on the process, not the decision. The Fairness Commissioner does not address whether the right vendor was selected.

In order to maintain the Fairness Commissioners independence, a Fairness Commissioner should not be asked to:

- Create or develop elements and/or components of the procurement documents;
- Facilitate meetings, such as vendor information sessions;
- Conduct debriefings for unsuccessful vendors;
- Chair the evaluation team, or be evaluators;

- Write any briefing notes on behalf of the procurement project;
- Perform any negotiations; or,
- Provide legal opinion.

4.0 Terms of Contract

The selected proponent will be required to enter into a contract with CLASS for the provision of services. CLASS intends to secure a 1 (one) time contract with a single Proponent for the provision of service as Fairness Commissioner **beginning approximately October 2012** through to the completion of the award of the Request for Proposal of Student Transportation Services and the follow up Debriefings and any other meetings or service that may be required to complete the project. **(Approximately March 2013)**

No expenses will be paid outside of the fee quoted; such as travel, accommodation, meals, administration fees, etc.

5.0 Service Delivery Costing, Requirements and Proponent Proposal

5.1 Itemized Service Costs for the Services of a Fairness Commissioner

Proposed Cost:

1. Please indicate the overall proposed cost of providing the services outlined in your proposal below, and provide a summary of the calculation used.
2. Describe method(s) of payment requested, including interval frequency.

Additional Costs not included:

1. Please quote the cost of any charges outside of Appendix 4.
2. Please quote the cost that you will charge for cancelled meetings outside the minimum notice time required, if applicable.
3. Please quote the cost of additional services which are not included in your overall proposed cost, providing an itemized and detailed list. (See Appendix 4)

5.2 Fairness Commissioner – Transportation

This section provides CLASS' service requirements, allows the proponent to state ability to meet the service requirements and describe the organization and services the proponent will provide under this contract.

The Proponent's proposal should include responses for Sections 5.2 A through F.

The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate CLASS' requirements, but rather shall provide convincing rationale to address how the Proponent intends to meet these requirements. Proponents shall assume that CLASS has no prior knowledge of their experience, and the proposal evaluation will be based solely on the information presented in the proposal.

A. PLANNING / PRE-ISSUE STAGE: (15%) Weighting of Proponent Proposal outlined in Section 6.1 II

Providing advice on:

- Procurement document development;
- Fairness issues arising from draft procurement documents;
- Pre-procurement document information provision;
- Potential bias in procurement documents that might produce unfairness; and
- Inconsistency or lack of clarity in draft documents.

Monitoring and providing advice on:

- Potential or real barriers to vendor participation; and,
- Content and distribution of information to vendors prior to and during the procurement process.

Oversight of fairness related to:

- Vendor consultation pre-procurement; and,
- Pre-release draft procurement request documents and bidder conferences.

Highlighting key issues and potential risks in the procurement process.

Ensuring procurement document scope and deliverables are described clearly and appropriately.

B. ISSUE STAGE: (15%) Weighting of Proponent Proposal outlined in Section 6.2 II

Monitor communications between vendors and the designated procurement contact person;

Identifying risks associated with any deviation from the evaluation process set out in Procurement Request Documents;

Identifying vulnerabilities in the procurement team and process (including assessment of potential bias or undue influence);

Review proposed process of receiving, storing and handling proposals, and additional documentation received from vendors, to ensure security and confidentiality of documentation and information;

Observe and monitor evaluation team meetings to ensure process is conducted according to the rules and criteria set out in Procurement Request Documents;

Ensures that the evaluation team conducts itself in an appropriate manner and free from conflict of interest; and,

Identify any situation, which may compromise the integrity of evaluation process.

C. POST CLOSE: (15%) Weighting of Proponent Proposal outlined in Section 6.2 II

Assisting in interpretation of Procurement Request Document responses to ensure fair treatment to all vendors;

Providing advice to the evaluation team regarding ambiguities of Procurement Request Document response, site visits, and scripted demos;

Commenting on the adherence of a completed evaluation process to established procurement practice;

Monitor and oversee vendor presentations/interviews (if used) tests, evaluation guides and other evaluation materials; and,

Establish a Code of Conduct for one-on-one meetings with vendors to ensure openness and transparency of process and equal treatment.

D. POST AWARD: (15%) Weighting of Proponent Proposal outlined in Section 6.2 II

Advising on confidentiality post-evaluation;

Observe and monitor any proponent debriefings to ensure appropriate disclosure of information and fair treatment of vendors; and,

Providing a written final report with detailed information specific to the integrity of the procurement process.

E. REQUIRED REPORTING AND DOCUMENTATION: (15%) Weighting of Proponent Proposal outlined in 6.2 II

It is crucial that CLASS senior management ensure that a Fairness Commissioner's involvement and responsibilities during the procurement have been clearly communicated to all team members.

A central point of contact for the Fairness Commissioner should be established immediately to allow for the exchange of information necessary, should concerns/issues arise during the project that may need to be dealt with immediately.

Prepare or assist in development of (non-procurement) documentation for reporting to senior management.

Fairness Commissioners should provide senior management (or the designated project lead) with detailed written reports at key milestones in the project including when the draft Procurement Request Document is finalized and when evaluations are complete, attesting to the fairness and integrity of the process. Milestone reports provide CLASS staff the opportunity to address issues identified prior to moving to the next step in the procurement process.

These reports will describe the actual procurement process followed by the project team, including an opinion on the fairness of the Procurement Request Document and subsequent evaluations.

Any draft and final reports prepared by a Fairness Commissioner must be reviewed by all project team members prior to submitting the final report to senior management for review. Fairness Commissioners should not at any time during the procurement be directing CLASS staff.

F. RELEVANT EXPERIENCE WITH POSITIVE RESULTS: (25%) Weighting of Proponent Proposal outlined in 6.2 II

It is important to CLASS to hire a Fairness Commissioner with past relevant experience (within the last 3 years) with positive feedback from all the parties involved in the procurement of student transportation services. Please provide a synopsis of the procurement, describing the process and outcomes, with letters of reference from all participants.

6.0 Proposal Evaluation

6.1 Evaluation Criteria

Evaluation will be based on the following criteria:

Evaluation of proposals received will take into consideration, but not be limited to: overall contract price commitment, lowest unit price savings, the proponent's ability to provide all items listed, the proponent's ability to provide the products as specified, the proponent's proof of experience, etc.

An evaluation committee lead by the Purchasing Department will evaluate the RFP based on the following criteria:

Rated Pricing Criteria	Weighting
I. Itemized Service Costs Rated Technical Criteria	40%
II. Proponent Proposal	60%
Total	100%

A total score of 65% of the Rated Technical Criteria, which represents 60% of the total scoring, is required to proceed with the opening of the pricing envelope.

6.2 Introduction to Rated Technical Requirements

Proponents will be scored on the basis of how well their response meets the criteria specified. Please refer to the actual **Service Delivery Costing, Requirements and Proponent Proposal 5.0**, to assure that your responses are complete.

The relative weight of each requirement to all other requirements is shown as the weighted percentage. The scoring criteria for each requirement are shown in the Scoring column.

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

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

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

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

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

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

Requirement - Itemized Service Costs

Criteria including but not limited to:
Cost
Payment method
Cost of additional services

Please refer to Section 5.1 for complete list of requirements.

Scoring	
5	Superior Response
4	Good Response
3	Satisfactory Response
2	Limited Response
1	Inadequate Response
0	Zero Response

Weighted 40%

A. Requirement – Planning / Pre-Issue Stage

Criteria including but not limited to:

Procurement document development
Document inconsistency or lack of clarity
Potential bias in documents

Please refer to section 5.2 A for complete list of requirements.

Scoring	
5	Superior Response
4	Good Response
3	Satisfactory Response
2	Limited Response
1	Inadequate Response
0	Zero Response

Weighted 9%

B. Requirement – Issue Stage

Criteria including but not limited to:
Observe and monitor
Identify risks
Review proposed process

Please refer to section 5.2 B of RFP for complete list of requirements.

Scoring	
5	Superior Response
4	Good Response
3	Satisfactory Response
2	Limited Response
1	Inadequate Response
0	Zero Response

Weighted 9%

C. Requirement – Post Close

Criteria including but not limited to:
Assisting in interpretation
Providing advice
Monitor and oversee
Establish a Code of Conduct

Please refer to section 5.2 C of RFP for complete list of requirements.

Scoring	
5	Superior Response
4	Good Response
3	Satisfactory Response
2	Limited Response
1	Inadequate Response
0	Zero Response

Weighted 9%

D. Requirement – Post Award

Criteria including but not limited to:
Advise on confidentiality
Observe and monitor on debriefing
Provide written final report

Please refer to section 5.2 D of RFP for complete list of requirements.

Scoring	
5	Superior Response
4	Good Response
3	Satisfactory Response
2	Limited Response
1	Inadequate Response
0	Zero Response

Weighted 9%

E. Requirement – Required Reporting and Documentation

Criteria including but not limited to:
Provide detailed milestone reports
Prepare/assist in development of non-procurement documentation

Please refer to section 5.2 E of RFP for complete list of requirements.

Scoring	
5	Superior Response
4	Good Response
3	Satisfactory Response
2	Limited Response
1	Inadequate Response
0	Zero Response

Weighted 9%

F. Requirement – Relevant Experience with Positive Results

Criteria including but not limited to:
Past relevant experience (within 3 years)
Letters of references
Synopsis of procurement

Please refer to section 5.2 F of RFP for complete list of requirements.

Scoring	
5	Superior Response
4	Good Response
3	Satisfactory Response
2	Limited Response
1	Inadequate Response
0	Zero Response

Weighted 15%

GENERAL CONDITIONS

1. EXTENT

The contractor shall be liable for all costs of doing the work, including labour, benefits, equipment, operating materials and taxes.

2. SUBMISSION INELIGIBILITY

Submissions that are received late, spreadsheet format changed, conditional, illegible, obscure, or contain any arithmetical error, erasures, alterations, irregularities of any kind or contain enclosures which are improperly prepared, will be considered informal.

3. CONTRACTOR'S RESPONSIBILITY

On notification of acceptance of the contract, and before commencement of the work, the Contractor must provide CLASS with an original Certificate of Insurance (copies are not acceptable) as per the following:

a) INDEMNIFICATION

The Contractor will indemnify and hold harmless CLASS and the Consultant, their agents and employees from and against claims, demands, law suits, costs, damages, actions, losses, suits or proceedings from Third Parties arising out of, or attributable to, the Contractor's performance of the contract (hereinafter called "claims"), providing such claims are:

- (i) Attributable to bodily injury, sickness, disease, or death or injury to, or destruction of tangible property;
- (ii) Caused by negligent acts or omissions of the Contractor or anyone for whose acts he may be liable; and
- (iii) Made in writing within a period of six years from the date of Substantial Performance of the Work, as set out in the Certificate of Substantial Performance of the Work or within such shorter period as may be prescribed by any limitation statute of the province or territory of the Place of Work.

b) AUTOMOBILE LIABILITY INSURANCE

- (i) Standard non-owned automobile policy, including standard contractual liability endorsement with a minimum coverage of \$2,000,000;
- (ii) Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by, or on behalf of the Contractor with a minimum coverage of \$2,000,000.

4. WORKERS' COMPENSATION INSURANCE

Prior to receiving periodic payment(s) on substantial and/or total performance of the work, the Contractor shall provide evidence of compliance with requirements of the Workplace Safety Insurance Board of Ontario.

5. OWNER'S RESPONSIBILITY

The Owner shall indemnify and hold harmless the Contractor, his agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of Work.

6. LEGISLATION APPLICABLE

The Contractor shall comply with all legislation and regulations applicable, such as Provincial and Federal legislation, including supplying all necessary sheets and/or labels to comply with (WHMIS)

and (MSDS). All electrical products and components must Canadian Standards Association (CSA), Underwriters Laboratories of Canada (ULC) and / or Ontario Hydro Approved (OHA).

7. **AUTHORITY TO CHANGE**

No changes shall be made from the Specifications without the approval, in writing, of the CLASS Representative(s). Staff does not have the authority to request changes.

8. **PROTECTION OF PROPERTY**

The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this contract. Any damage done to any property or surrounding property must be repaired to the satisfaction of CLASS.

9. **WITHDRAWAL OF SUBMISSION**

Proponents may withdraw their unopened competitive procurement response provided the request to do so is received in writing by CLASS, signed by an authorized agent of the company, prior to the specified closing time of this competitive procurement process.

10. **FORCE MAJEURE**

Neither party shall be responsible for any delay or failure to perform its obligations under this contract where such a delay or failure is due to fire, flood, explosion, war, embargo, government action, Act of Public Authority, Act of God or any other cause beyond its control, except labour disruptions.

In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to fulfill the agreement of the contract.

Should the Force Majeure event last longer than thirty (30) days, CLASS may terminate this Contract by notice of the successful proponent without further liability, expense or cost of any kind.

11. **DISPUTE RESOLUTION**

CLASS is committed to promoting fair and open competition among vendors for any purchased goods and/or services. During the purchasing process if a supplier feels that he/she has been unfairly prejudiced by a decision made by CLASS, the following steps will be taken to resolve the complaint.

- (i) All complaints will be forwarded to the Procurement Specialist in writing within ten (10) days of an award.
- (ii) The Procurement Specialist will investigate the nature of the complaint by reviewing the information with the appropriate staff and the vendor to determine the grounds and alternatives for the resolution. The Procurement Specialist will attempt to resolve the dispute. Successful resolutions shall be documented in writing and sent to all parties concerned.
- (iii) If the Procurement Specialist is unable to resolve the dispute with the participants, all of the documentation concerning the dispute will be forwarded to the CLASS Operations Committee. If deemed necessary, the CLASS Operations Committee may interview any or all that are involved. The CLASS Operations Committee will provide direction to the Procurement Specialist should these situations arise. The Procurement Specialist will review the action plan prior to execution.
- (iv) Within a reasonable period of time, if the Supplier is not satisfied with action directed by the Procurement Specialist and the CLASS Operations Committee all of the documentation concerning the dispute will be forwarded to the CLASS Board of Directors who will review the facts and make a decision as to the action required.

- (v) If the dispute or claim cannot be resolved satisfactorily between the two parties through the execution of the above process the parties may amongst themselves agree to submit the matter to arbitration in accordance to the Arbitration Act of Ontario, R.S.O. 1990, c. A-24, as amended . If no agreement is made after arbitration, then the parties may submit the dispute to such judicial tribunal as the circumstances may require.

12. **DEBRIEFING**

Suppliers who have submitted a response to a competitive procurement response, valued at \$100,000 or greater, are entitled to schedule a debriefing session to discuss the content and evaluation of their submission following the contract award. Any Supplier who wishes to request a debriefing session must schedule an appointment with the Procurement Specialist within 30 calendar days of written notification of their entitlement. A written confirmation of appointment will be provided by the Procurement Specialist.

The Debriefing Team will consist of the Procurement Specialist, the Procurement Consultant and at least one other Evaluation Team Member. Once established, the Debriefing Team Members will remain constant until all requested sessions have been completed. Separate sessions will be held for each Supplier.

Debriefing sessions will consist of:

- (i) An overview of the evaluation process, as described in the original procurement document;
- (ii) A review of the Supplier's evaluation matrix and/or ranking;
- (ii) Suggestions for improved submissions; and
- (iv) Feedback and questions from the Supplier regarding their evaluation or the competitive procurement document.

The content of other Proponents' submissions will not be disclosed during the debriefing session as it may contain confidential third-party organization proprietary information subject to the mandatory third-party exemption under the FIPPA.

13. **CRIMINAL BACKGROUND CHECKS**

The Proponent acknowledges receipt of a copy of Regulation 521/01 (Collection of Personal Information) to the Education Act (Ontario) with respect to criminal background checks and offence declarations. The successful Proponent covenants and agrees to assist CLASS in complying with same by providing CLASS or any such other entity as CLASS may designate with a criminal background check covering offences under the Criminal Code, the Narcotics Control Act and any other offences which would be revealed by a search of the automated Criminal Records Retrieval System maintained by the RCMP (Criminal Background Check), together with an Offence Declaration in a CLASS-approved form for every individual or employee of the successful Proponent who may come into direct contact with pupils on a regular basis at a school site of a member Board, prior to the occurrence of such possible direct contact and on or before September 1st of each year thereafter in respect to the Offence Declarations. For the purpose of this competitive procurement process, CLASS shall determine in its sole and unfettered discretion whether an individual or employee of the successful Proponent may come into direct contact with pupils on a regular basis. The successful Proponent further acknowledges and agrees that the contract between CLASS and the successful Proponent to be entered into pursuant to the terms hereof shall contain provisions of the indemnification and provisions allowing CLASS to terminate same in the event the successful Proponent fails to provide CLASS with a Criminal Background Check and an Offence Declaration for every individual and employee who may come into direct contact with pupils on a regular basis at a school site of a member Board, prior to the occurrence of such possible direct contact and on or before September 1st of each year thereafter with respect to Offence Declarations.

14. **MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

Under the Municipal Freedom of Information and Protection of Privacy Act, 1989, quotations will eventually become public documents, unless they contain proprietary, trade secret, scientific, technical, commercial, financial or labour relations information supplied in confidence.

15. **CONFLICT OF INTEREST**

As described in the Education Act RSO 1990 and amendments, Chapter E-2, Section 217, no goods or services may be purchased from any employee, or officer of either a District School Board or the Ministry of Education, directly or indirectly from the individual employee or officer or from a firm or corporation owned directly or indirectly by them. Consequently, CLASS requires that all Respondents strictly comply with the following provisions:

- (a) The Proponent declares their proposal is not made in connection, directly or indirectly with any other Proponent submitting a competitive procurement response;
- (b) The Proponent declares that there has been no collusion or fraud in the submitting of a competitive procurement response pursuant to this Invitation;
- (c) The Proponent declares that he/she has no connection with, nor financial interest, directly or indirectly, in the business of any other third party which would be or could reasonably be perceived to be in violation of the conflict of interest provisions of the Education Act; and
- (d) In the event the Proponent, at any time during the duration of any competitive procurement contract awarded acquires any interest which could be reasonably perceived to be in violation of the conflict of interest provisions of the Education Act, the Proponent agrees to disclose such interest immediately and to take all reasonable steps which are necessary in the opinion of CLASS to cure the conflict.

15.1 Should any Proponent fail to disclose any conflict as required, fail to cure any conflict or otherwise fail to comply with the conflict of interest provisions of the Education Act, CLASS shall be entitled to terminate any contract formed immediately.

16. **TIE BIDS**

Tie Bids, if all is equal, will be resolved by lottery, for example, toss of a coin or by random draw.

17. **CANCELLATION OF CONTRACT / LOSS OF SERVICE**

CLASS reserves the right to terminate this contract within 30 days written notice if in its opinion; the successful Proponent(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful Proponent(s) shall remain responsible for its obligations under this contract up to the date of termination. CLASS reserves the right to commence an action in a court of competent jurisdiction against the successful Proponent(s) for damages that result from the breach of the terms and conditions of the contract, by the successful Proponent(s).

If the Proponent supplies goods or services of inferior quality, or defaults in the performance of any of the Terms and Conditions in this competitive procurement contract, CLASS may give notice, in writing that such default has been made. Should the vendor fail to satisfactorily remedy defaults without delay CLASS may immediately award the work to another party to complete the contract. Any additional cost incurred thereby shall be the responsibility of the Proponent.

CLASS shall have the right to retain and set off from any monies payable to the successful Proponent(s) under the contract the total outstanding amount from time to time and for all damage claims by CLASS or any third parties arising out of this contract, which have not been resolved by the successful Proponent(s) or its insurer.

CLASS 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 Proponent(s) for any indebtedness of the supplier that may impact on CLASS.

The successful Proponent(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by the successful Proponent(s), CLASS staff or third party interruptions.

In the event that the successful Proponent(s) becomes insolvent, and/or the successful Proponent(s) is unable or unwilling to provide the contracted goods or services during the period of the contract, CLASS shall have the right to replace the successful Proponent(s) with another service provider suitable to CLASS in addition to all of its other rights pursuant to the term of this competitive procurement contract.

Appendix 1

DECLARATION OF DISCLOSURE

RFP #2012-03: Fairness Commissioner

To: Chatham-Kent Lambton Administrative School Services

By submitting this response, we agree and consent to the terms, conditions and provisions of the **RFP #2012-03: Fairness Commissioner**

I/WE DECLARE that no person, firm, or corporation other than the one whose proper officers is or are attached below has any interest in this competitive procurement process and/or contract.

I/WE FURTHER DECLARE that this competitive procurement response is made without any connection, knowledge, comparison of figures or arrangement with any other Proponent, firm or person making a similar submission and is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no CLASS employee, member of the CLASS Operations Committee or the CLASS Board of Directors (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived there from.

I/WE FURTHER DECLARE that, to the best of the undersigned's knowledge and belief, no actual or potential conflict of interest exists with respect to the submission of this competitive procurement process and/or performance of the contract other than those disclosed hereunder. The undersigned confirms that, where CLASS discovers that the undersigned has failed to disclose all actual or potential conflicts of interest, CLASS may disqualify the undersigned or terminate any contract awarded to the undersigned pursuant to this competitive procurement process and/or contract. The undersigned understands that, for the purposes hereof, "conflict of interest" also includes:

(a) In relation to the competitive procurement process, the undersigned has an unfair advantage or engages in conduct, directly or indirectly, that may give the undersigned an unfair advantage, including:

- (i) Having or having access to information in the preparation of the undersigned's competitive procurement response that is confidential to CLASS and not available to other Proponents;
- (ii) Communicating with any person with a view to influencing preferred treatment in the competitive procurement process; and,
- (iii) Engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair.

(b) In relation to the performance of its contractual obligations in a CLASS contract, the undersigned's other commitments, relationships or financial interests:

- (i) Could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of CLASS' independent judgment, or
- (ii) Could or could be perceived to compromise, impair or be incompatible with the effective performance of the undersigned's contractual obligations.

I/WE FURTHER DECLARE that the statements contained in our competitive procurement response are in all respect true.

I/WE FURTHER DECLARE that I/WE have examined the locality and site(s) of the proposed works, as well as all the specifications relating to them, prepared, submitted and rendered available on behalf CLASS and hereby acknowledged to be an integral part of the Contract.

I/WE hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the competitive procurement process, and to accept in full payment therefore the sums calculated in accordance with the actual measured quantities and unit prices attached to this competitive procurement response.

Company Name	
Mailing Address	
Telephone#	Fax#
E-mail Address	
Website Address	
Signature of Authorized Official	
Please print Name	
Position/Title	
Date this _____ day of _____ 2012	

Appendix 2

REFERENCES

RFP #2012-03: Fairness Commissioner

Chatham-Kent Lambton Administrative School Services

Each Proponent shall provide a minimum of three (3) references for contracts for which they have provided similar goods and/or services within the past 5 years. Preference would be given to references from other Consortia, School Boards and/or Public Agencies within the Province of Ontario.

Reference Check Consent

Pursuant to the Municipal Freedom of Information and Protection of Privacy Act,

I, _____ authorize CLASS to obtain business reference information from the following sources:

List 3 major accounts:

1) _____
Name of Company

Address

Contact Name Title

Phone Fax e-mail No. of years of service

Type of Service/ Product Provided – Dollar Value

2) _____
Name of Company

Address

Contact Name Title

Phone Fax e-mail No. of years of service

Type of Service/Product Provided – Dollar Value

3) _____
Name of Company

Address

Contact Name Title

Phone Fax e-mail No. of years of service

Type of Service/Product Provided – Dollar Value

This form must be completed and included with the competitive procurement submission.

Appendix 3

AGREEMENT TO ABIDE BY THE ESTABLISHED PROCESS

RFP #2012-03: Fairness Commissioner

Chatham-Kent Lambton Administrative School Services

The following rules must be observed to protect the integrity of the process:

1. All communications, including requests for information, must be between only the Representative of CLASS and each Proponent 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 any other CLASS staff and any other representatives of the Proponent, and no giving of information with respect to the competitive procurement process and the final contract.
3. Any attempt on the part of the Proponent, or any of its employees, agents, Vendors, or representatives to contact any person(s) other than the designated CLASS representative(s) with respect to the competitive procurement process or any violation of the above requirements will be grounds for disqualification. CLASS may, at its discretion, in addition to any other rights or remedies available at law, reject any potential or actual submission 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. This agreement must be signed by a person who has the authority to bind the Proponent and be submitted with the competitive procurement response.

The undersigned accepts the terms of this Agreement,

Company Name

Signature of Responsible Officer

Date

Title

Designated Representative(s) of the Proponent:

Name _____ Title _____

Telephone/e-mail _____

Appendix 4

PRICING SUBMISSION FORM

RFP #2012-03: Fairness Commissioner

Chatham-Kent Lambton Administrative School Services

Project Steps	Consultant Days Required	Cost/Day/1/2 Day/Hour
1. Review of RFP prior to Release		
2. Review of Evaluation Criteria		
3. Recommend Bid Submission Process		
4. Oversee Vendor Questions and Answers		
5. Pre-Posting Meeting, Weighting - Criteria		
6. Provide Ongoing Advice		
7. Attend Group Evaluation Sessions		
8. Review Financials		
9. Review Evaluations and Prepare Report		
10. Attend Debriefings		
Total Consulting Days		
Total Cost of the Project		

Appendix 5

SIGNATURE SHEET

RFP #2012-03: Fairness Commissioner

Chatham-Kent Lambton Administrative School Services

I/We, of Company Name) _____

(Business Address) _____

having examined the competitive procurement document as issued by CLASS and including Addenda listed below, hereby offer and agree to enter into a Contract to supply and deliver the goods and/or services required by this competitive procurement document and at the costs detailed in the competitive procurement response. It is understood, by signing and submitting a response, the undersigned is/are fully aware of the requirements outlined herein. Furthermore; it is certified that the undersigned is/are authorized and empowered to sign and submit this competitive procurement response. The Proponent agrees that the awarding of the Contract based on this competitive procurement document and shall constitute an acceptance of this document and shall represent the agreement between CLASS and the Proponent.

THE LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

Proponent to set out Addenda Numbers _____

Company: _____

(Name)

(Street Address)

(City, Province and Postal Code)

Signature:

(I have the authority to bind the Proponent/Company)

(Print Name and Position)

Dated at _____ this _____ day of, 20____

THIS DOCUMENT MUST BEAR AN ORIGINAL HANDWRITTEN SIGNATURE IN INK AND BE SUBMITTED TO BE A VALID OFFER. STAMPED OR REPRODUCED SIGNATURES OF ANY KIND ARE NOT ACCEPTABLE.

Appendix 6

FAX THIS FORM BACK IMMEDIATELY

RECEIPT CONFIRMATION FORM

Chatham-Kent Lambton Administrative School Services I acknowledge receipt of

RFP #2012-03: Fairness Commissioner

On Date

And give notice of our intention to offer a Bid _____ not to offer a bid _____
by the closing date and time specified in the competitive procurement document.

COMPANY NAME _____

ADDRESS _____

TELEPHONE # _____ FAX # _____

E-MAIL _____

AUTHORIZED NAME AND TITLE

(Please print) _____

AUTHORIZED SIGNATURE _____

Fax to:

Tony Prizio – Procurement Specialist
Chatham-Kent Lambton Administrative School Services

1-519-627-8283