



**REQUEST FOR PROPOSAL
FOR
SHARED SERVICES FEASIBILITY STUDY:
RECORDS MANAGEMENT SERVICES**

RFP#: 2016-01SS

ISSUE DATE: February 16, 2016

DUE DATE: March 8, 2016 at 2:30:00 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.

TABLE OF CONTENTS

1.0 Background	3
2.0 Definitions	4
3.0 Instructions to Bidders	5 – 9
4.0 Scope of Work	10
5.0 Terms of Contract	10-11
6.0 Service Delivery Costing, Technical Requirements and Proponent Proposal	11 - 13
7.0 Proposal Evaluation	14 – 17
8.0 General Conditions	17 – 22
Appendix 1: Declaration of Disclosure	23 – 24
Appendix 2: References	25 – 26
Appendix 3: Agreement to Abide by the Established Process	27
Appendix 4: Pricing Submission Form	28
Appendix 5: Signature Sheet	29
Appendix 6: Receipt Confirmation Form	30

1.0 BACKGROUND

Chatham-Kent Lambton Administrative School Services (hereinafter referred to as "CLASS") was officially launched as a joint venture in 1999 by a 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 venture was launched with the objective of creating operational efficiencies for the Boards. Student Transportation Services was the first business unit for the organization and was launched originally in 1999. In 2009 CLASS launched another collaborative venture for the Boards, Community Use of Schools. Since 2009 CLASS has also added two additional business units into its portfolio (Child Care Services and Energy & Environmental Services) and we continue to seek out opportunities for collaborative efficiencies.

CLASS is seeking proposals to hire a Consultant who will provide an independent and impartial feasibility study on a potential new shared service for the boards: Records Management Services. This feasibility study will examine the potential efficiencies and service enhancements resulting from combining records management services for both of the school Boards into CLASS as a new shared service. Records management for the purposes of this study would be considered to include all physical and electronic aspects of records storage and management for the Boards.

The Consultant will add value to the business case assessment by providing an arms-length feasibility study. The main objectives of this feasibility study can be simply broken into three key components:

- 1) Defining the current situation and needs, and;
- 2) Identifying opportunities, risks and;
- 3) Providing a recommended implementation plan

Firstly we are seeking to obtain a neutral, objective assessment of the current records management services being provided by the boards independently to establish the baseline. Part of this assessment will also be to identify overlaps, gaps and similarities between current practices that can be incorporated into a consolidation plan.

Secondly we are seeking to clearly identify what the efficiency / service enhancement opportunities that could be realized through a shared service approach via CLASS. Key components of this portion of the study would be the identification of potential risks as well as recommendations for the implementation.

Ultimately the GOAL of the feasibility study is to create a dynamic assessment of the potential for adding records management into CLASS as the next shared services venture and a recommended implementation plan.

2.0 DEFINITIONS

The following words are used throughout this RFP document and proponent(s) should note these conditions when completing their submission.

- 2.01 The word “**MUST**” – Proponent(s) “must” include the required information in submission. Failure to include the required information will deem submission noncompliant.
- 2.02 The word “**SHOULD**” - Proponent(s) “should” include the required information in submission.
- 2.03 The word “**NONCOMPLIANT**” – Proposal submissions will be eliminated from further evaluation if the submission does not include the required information.
- 2.04 The word “**SUBCONTRACTOR**” shall mean a person, firm or company hired by the proponent(s) or the successful proponent(s) to perform all or any portion of this proposal.
- 2.05 The word “**QUALIFIED**” will mean a proponent(s) who is compliant and has included the required information in his/her proposal submission.
- 2.06 **PROPOSAL IRREGULARITY:** Is defined as a deviation between the requirements (terms, conditions, specifications, special instructions) of a proposal response for the purposes of this submission; proposal irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be in the sole discretion of the SCCDSB.
- 2.07 **Major Irregularity:** A deviation from the RFP request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the proponent(s) could gain an unfair advantage over competitors. The SCCDSB will reject any RFP submission which contains a major irregularity.
- 2.08 **Minor Irregularity:** A deviation from the RFP request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the proponent(s) would not gain an unfair advantage over competitors. The SCCDSB may permit the proponent(s) to correct a minor irregularity.

3.0 INSTRUCTIONS TO BIDDERS

- 3.01 Proposals are invited from Proponents to enter into an Agreement on an exclusive basis with CLASS to provide a shared services feasibility study on records management services. 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.
- 3.02 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 3.16 – 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.
- 3.03 Important dates for this RFP are:

February 16, 2016	Issuing of RFP through http://www.biddingo.com/ and http://www.st-clair.net/
February 23, 2016 at 4:00:00 p.m. EST	Deadline for questions regarding RFP
February 26, 2016 at 4:00:00 p.m. EST	Deadline for posting of Addenda without considering an extension of the Submission Deadline
March 8, 2016 at 2:30:00 p.m. EST	Deadline for submission of Proposals

- 3.04 The RFP# 2016-01SS Shared Services Feasibility Study: Records Management Services must be submitted no later than **Friday, March 8, 2016, 2:30:00 p.m. local time** (clock at reception).
- 3.05 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.
- 3.06 All Proposal submissions shall consist of two (2) parts. Envelope or container # 1 shall contain responses to each item in Section 6.2 A through E 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 6.1.
- 3.07 **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 6.2 A through E) 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 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

3.08 **Envelope #2 Pricing**

The Proponent's pricing information shall be submitted in a separate envelope contained within envelope or container #1 submission.

3.09 **One (1) original signed submission and four (4) hard copies plus one (1) electronic copy in PDF** format on a USB stick should be provided in Envelope #1.

Five (5) 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.

3.10 **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.

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

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

3.13 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.

3.14 Where applicable, Harmonized Sales Tax must be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.

3.15 **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.

3.16 **Questions should be submitted in writing no later than February 23, 2016 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 by email at tony.prizio@st-clair.net

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.

3.17 **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.

3.18 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.

3.19 Should CLASS issue an addendum to this RFP, it shall be posted on 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 February 26, 2016 without considering an extension of the Submission Deadline.**

3.20 Proposals received before the RFP deadline will be irrevocable and eligible for award by CLASS for a period of 45 days from RFP deadline.

3.21 All bids submitted will remain valid for a period of 120 days from the time of closing of this request for Proposal.

- 3.22 Ensure that all forms are signed in the appropriate places.
- 3.23 Failure to follow these Instructions to Bidders may cause the bid to be considered non-compliant.
- 3.24 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.
- 3.25 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 Proponent to complete the work.

- 3.26 All successful Proponent invoices must be sent to:

Chatham-Kent Lambton Administrative School Services (CLASS)
600 Gillard Street
Wallaceburg, Ontario
N8A 4L3.

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.

- 3.27 References will be required from Proponents regardless of whether you are currently doing business with CLASS or not. These references should be from other boards, shares services consortia, counties, municipalities, government agencies or companies with whom the Proponent has provides comparable services. See Appendix 2 for the Reference Form.
- 3.28 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.
- 3.29 Failure to comply with these instructions may result in CLASS refusing your Request for Proposal.

- 3.30 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.
- 3.31 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.
- 3.32 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.
- 3.33 The CLASS Operations Committee shall document evidence and advise the Consultant in writing where the performance of a Proponent 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 Proponent from bidding on future contracts for a period of up to three (3) years.
- 3.34 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.
- 3.35 Employees of the third-party operator are not to be considered employees of CLASS.
- 3.36 CLASS reserves the right to conduct an audit of the third-party operator's financial account and records with respect to this RFP award.

4.0 SCOPE OF WORK

Chatham-Kent Lambton Administrative Services, herein referred to as "CLASS", intends to secure a contract with a Consultant to provide an independent and impartial feasibility study on a potential new shared service for the Boards: Records Management Services.

This feasibility study will examine the potential efficiencies and service enhancements resulting from combining records management services for both of the school Boards into CLASS as a new shared service. Records management for the purposes of this study would be considered to include all physical and electronic aspects of records storage and management for the Boards.

The successful Proponent must possess the following qualifications:

- The ability to be independent, fair and put forward realistic recommendations to CLASS;
- Thorough and verifiable knowledge and experience in conducting feasibility studies and reviewing business processes;
- Experience in the review and evaluation of business processes of similar scale and complexity with the lens of efficiency opportunities, risk identification and service levels;
- Knowledge of Ontario Public Service organizational structures, delegations of authority and decision-making steps;
- An understanding of respective business interests and motivations of public sector organizations with a shared services environment;
- Sensitivity to conflict of interest situations;
- 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.

5.0 TERMS OF CONTRACT

5.01 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 consulting services to provide a Shared Services Feasibility Study: Records Management Services beginning approximately March 2016 through to the completion of the final report submission and any other meetings or service that may be required to complete the project. (Approximately May 2016).

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

- 5.03 It is CLASS's intention that this RFP and the successful Proponent(s)'s returned RFP submission will form the basis of the proposed contract. All of the terms and conditions of this RFP must be accepted by the Proponent(s) and incorporated into the Proponent(s) RFP submission. It is CLASS's intention to use a Purchase Order when establishing a contract with the successful Proponent(s).
- 5.04 The awarding of a contract will only be in the form of a formal purchase order issued by the SCCDSB. No contract will be considered to be in place until the successful Proponent(s) has received a purchase order for the work or product.
- 5.05 The results of this bid will be posted in the same manner as the original posting advertising.

6.0 SERVICE DELIVERY COSTING, TECHNICAL REQUIREMENTS AND PROPONENT PROPOSAL

6.01 PRICING CRITERIA: (30 POINTS) Outlined in Section 7.02 I

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.
3. All proposed costs shall be provided in Canadian Dollars and exclude applicable taxes.

Additional Costs not included:

1. Please quote the cost of any charges outside of Appendix 4.
2. 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)

6.02 TECHNICAL CRITERIA (70 Points) Outlined in Section 7.02 II

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 E.

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.

The successful bidder will be responsible for identifying the methodology to be used for gathering information from all stakeholders (in house interviews, conference calls, phone calls, by email).

A. ANALYSIS STAGE: (20%) Weighting of Proponent Proposal outlined in Section 7.02 II

One of the success factors in developing a shared service approach to records management services will be to ensure a clearly defined expectation of service needs for the Boards.

The assessment should include:

- Interviews with appropriate CLASS, Board Management & staff;
- Collection and review of business process, procedure documentation
- A detailed documentation of current practices, procedures, and identified gaps or variances between the Boards;
- A consolidation of findings into a uniform format;
- Clearly defined service needs, opportunities for consolidation, efficiencies and service enhancements.

Key Deliverable: Interim Status report with presentation (teleconference or in person)
Target Delivery Date: Last Week of March, 2016

B. STUDY DEVELOPMENT STAGE: (20%) Weighting of Proponent Proposal outlined in Section 7.02 II

In order to ensure due diligence and set the stage for the CLASS Executive Committee to make an informed decision on moving forward, the feasibility study will need to:

- Provide realistic financial projections for implementation / savings
- Clearly identify the potential risks for the Boards
- Outline recommendations to support a rollout plan including resource requirements, timelines and other pertinent operational needs
- Establish a proposed budget for launching
- Provide enough operational, financial and structural information to allow the CLASS Executive Committee to make an informed decision

The study shall be provided to CLASS in a professional and concise manner with the final product being the exclusive property of CLASS.

Key Deliverable: Status report with presentation (teleconference or in person)
Target Delivery Date: Second Week of April, 2016

C. PRESENTATION AND REVISIONS STAGE: (15%) Weighting of Proponent Proposal outlined in Section 7.02 II

- (i) The successful Proponent will be required to present a preliminary report of the study to the CLASS General Manager and CLASS Operations Committee in person at the CLASS offices. During this stage of the process questions and feedback will be provided to the consultant regarding the report.

Key Deliverable: Draft report with in-person presentation
Target Delivery Date: First week of May, 2016

- (ii) Revisions, clarifications and updates to the report may be requested at this stage and the final report submission and presentation will be made to the CLASS Executive Committee in person at the CLASS offices.

Key Deliverable: Final report with in-person presentation
Target Delivery Date: Last week of May, 2016

D. PROJECT TEAM: (8%) Weighting of Proponent Proposal outlined in 7.02 II

It is critical to CLASS senior management that the feasibility study and associated report is developed by individuals with appropriate qualifications and experience with similar initiatives. All Proponents must provide CLASS with information for all individuals that will be working on / contributing to the development of the feasibility study.

Information provided shall include:

- Names of all individuals that will contribute to the study
- Outlined of the roles of the individuals for the study
- Overview of educational qualifications & pertinent work experience for each individual
- Clarification as to the portion of the study each individual will be contributing

E. RELEVANT EXPERIENCE WITH POSITIVE RESULTS: (7%) Weighting of Proponent Proposal outlined in 7.02 II

It is important to CLASS to hire a Proponent for this project with past relevant experience (within the last 3 years) with positive feedback from past customers. Please provide a synopsis of the relevant experience describing the process and outcomes, using the forms in APPENDIX 2.

7.0 PROPOSAL EVALUATION

7.01 Evaluation Process

The evaluation process as follows:

- An evaluation committee will be established to evaluate bid submissions.
- All bid submissions will first be evaluated on their compliance with the requirements of this bid document.
- All compliant bid submissions will be evaluated by a CLASS evaluation committee.
- Compliant bidders may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted.
- The determination of equal quality will be based on our internal professional opinions

7.02 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 Procurement Specialist will evaluate the RFP based on the following criteria:

Rated Criteria	Weighting
I. Pricing Criteria	30 Points
II. Technical Criteria	70 Points
Total	100 Points

A minimum of 50 points of the Rated Technical Criteria is required to proceed with the opening of the pricing envelope.

At the conclusion of the pricing evaluation, scores will be added and, subject to satisfactory reference checks and the expressed and implied rights of the Purchaser, the highest scoring Proponent(s) will become the Preferred Proponent(s).

Short listed Proponent(s) may be required to attend a meeting to present their proposals and respond to any questions. Date, time and location to be determined.

7.03 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 6.0**, 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 30%

A. Analysis Stage

Criteria including but not limited to:
Interview strategy
Documentation plan
Assessment methodology

Please refer to section 6.02 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 20%

B. Study Development Stage

Criteria including but not limited to:
Risk Assessment
Financial Perspectives
Implementation Plan
Robust Recommendations

Please refer to section 6.02 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 20%

C. Presentations and Revisions Stage

Criteria including but not limited to:
Provide written draft and final report
Presentations in Person
Opportunity for Revisions

Please refer to section 6.02 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 15%

D. Project Team

Criteria including but not limited to:
Project team
Qualifications and Experience
Contribution Breakout

Please refer to section 6.02 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 8%

E. Relevant Experience With Positive Results

Criteria including but not limited to:
Similar Project Size / Scope Experience
Public Sector Experience
Positive References

Please refer to section 6.02 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 7%

8.0 GENERAL CONDITIONS

8.01 EXTENT

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

8.02 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.

8.03 PROPONENT'S RESPONSIBILITY

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

a) INDEMNIFICATION

The Proponent will indemnify and hold harmless CLASS and the Boards, 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 Proponent'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 Proponent 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 Proponent with a minimum coverage of \$2,000,000.

8.04 WORKERS' COMPENSATION INSURANCE

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

8.05 LEGISLATION APPLICABLE

The Proponent 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).

8.06 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.

8.07 PROTECTION OF PROPERTY

The Proponent 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.

8.08 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.

8.09 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.

8.10 **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 Proponent 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 Proponent 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.

8.11 **DEBRIEFING**

Proponents 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 Proponent 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 Proponent.

Debriefing sessions will consist of:

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

8.12 **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.

8.13 **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.

8.14 **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 of 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.
- (e) 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.

8.15 **TIE BIDS**

Tie Bids, if all is equal, will be resolved by the toss a coin conducted by the Procurement Specialist with a minimum of one (1) member of the evaluation committee present.

8.16 **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 #2016-01SS: Shared Services Feasibility Study: Records Management Services

To: Chatham-Kent Lambton Administrative School Services

By submitting this response, we agree and consent to the terms, conditions and provisions of the **RFP #2016-01SS: Shared Services Feasibility Study: Records Management Services**

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 _____ 2016	

APPENDIX 2: REFERENCES

RFP #2016-01SS: Shared Services Feasibility Study: Records Management Services

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	
Phone Number	Fax Number
Contact Name	Title
Email	
Type of Service / Product Provided	
Years of Service	Approximate Dollar Value

2) Name of Company	
Address	
Phone Number	Fax Number
Contact Name	Title
Email	
Type of Service / Product Provided	
Years of Service	Approximate Dollar Value

3) Name of Company	
Address	
Phone Number	Fax Number
Contact Name	Title
Email	
Type of Service / Product Provided	
Years of Service	Approximate Dollar Value

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

APPENDIX 3: AGREEMENT TO ABIDE BY THE ESTABLISHED PROCESS

RFP #2016-01SS: Shared Services Feasibility Study: Records Management Services

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 #2016-01SS: Shared Services Feasibility Study: Records Management Services

Chatham-Kent Lambton Administrative School Services

PROJECT STEPS	CONSULTANT HOURS REQUIRED	HOURLY RATE
1. Analysis Stage <ul style="list-style-type: none"> • Including interim status report with presentation 		
2. Study Development Stage <ul style="list-style-type: none"> • Including interim status report with presentation 		
3. Report Preparation		
4. Draft Report Presentation <ul style="list-style-type: none"> • Including on site draft report presentation 		
5. Revisions and Changes		
6. Final Report Presentation <ul style="list-style-type: none"> • Including on site draft report presentation 		
TOTAL HOURS AND COST		
HOURLY RATE FOR ADDITIONAL HOURS		
Disengagement Fee if the Contract is Cancelled		

Proponents must state billing period (e.g. monthly) and a description of these expected expenses.

If your fee states progress billing, please list installments based on your timetable of service and in conjunction with the progress reports you will provide.

****NOTE: ALL QUOTED PRICES MUST EXCLUDE H.S.T.**

APPENDIX 5: SIGNATURE SHEET

**RFP #2016-01SS: Shared Services Feasibility Study: Records Management Services
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: RECEIPT CONFIRMATION FORM

EMAIL / FAX THIS FORM BACK IMMEDIATELY

Chatham-Kent Lambton Administrative School Services I acknowledge receipt of

RFP #2016-01SS: Shared Services Feasibility Study: Records Management Services

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

Send to:

Tony Prizio – Procurement Specialist
St. Clair Catholic District School Board
tony.prizio@st-clair.net
1-519-627-8283