



CHATHAM-KENT & LAMBTON ADMINISTRATIVE SCHOOL SERVICES

**REQUEST FOR PROPOSAL
FOR
PROCUREMENT CONSULTANT SERVICES FOR
STUDENT TRANSPORTATION**

CONTRACT PERFORMANCE MANAGEMENT

RFP#: 2012-02

ISSUE DATE: September 6, 2012

DUE DATE: SEPTEMBER 28, 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

CLASS

Facsimile/e-mail submissions not accepted.

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1 PART 1 – INTRODUCTION

1.1 Invitation to Proponents

This Request for Proposal ("RFP") is an invitation to prospective proponents to solicit proposals for the provision of Procurement Consultant services for Chatham-Kent Lambton Administrative School Services (hereinafter referred to as "CLASS") as CLASS prepares to procure transportation services for routes served by the consortium. Further description of the anticipated work to be performed is set out in Part 2 - The Deliverables (the "Deliverables").

1.2 Type of Contract for Deliverables

The selected proponent will be required to enter into an agreement with CLASS for the provision of the Deliverables in the form attached as Appendix A to this RFP. It is CLASS intention to enter into the Form of Agreement attached as Appendix A to this RFP with only one (1) legal entity. The term of the agreement is to be for a period of **one (1) year** with an option to extend the agreement on the same terms and conditions for an additional term of up to **one (1) year**. It is anticipated that the agreement will be executed on or around **mid October, 2012**.

A proponent who submits conditions, options, variations or contingent statements to the terms set out in the Form of Agreement, either as part of its proposal or after receiving notice of selection, may be disqualified.

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

CLASS makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The Agreement executed with the successful Proponent will not be an exclusive contract for the provision of the described Deliverables. CLASS may contract with others for the same or similar Deliverables to those described in this RFP or may obtain the same or similar Deliverables internally.

1.4 Agreement on Internal Trade

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference please see the Internal Trade Secretariat website at www.ait-aci.ca/

1.5 Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the Form of Agreement attached as Appendix A to this RFP.

2 PART 2 - THE DELIVERABLES

2.1 Background

Chatham-Kent Lambton Administrative School Services was originally 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 partner boards starting with student transportation. CLASS currently transports over 18,000 students daily on 316 vehicles, including buses, mini buses, vans and wheelchair accessible vehicles.

2.2 Project Overview – Procurement for Contracted Student Transportation Services

CLASS operates approximately 314 routes. Service is provided through transportation contracts with school bus operators. CLASS is preparing to issue its first RFP in **late 2012 or early 2013**.

CLASS intends to comply with the Broader Public Sector Procurement Directive and believes that the competitive procurement process assists in defining roles, requirements, expectations of both parties entering into the contract, and penalties for failing to comply, which will protect the rights and obligations for both consortia and contractors providing the service and increases transparency and accountability in student transportation contracting.

2.3 Deliverables

The Project will require a three (3) phased approach, each with a distinct deliverable and timeline:

Phase One: Project Scoping (2.3.1)

Phase Two: Anticipated Support While the RFP is In Process (2.3.2)

Phase Three: Final Reporting (2.3.3)

Throughout the project, the successful Proponent will be required to liaise with CLASS as outlined in the Deliverables and throughout the initiative.

2.3.1 Phase One: Project Scoping

The successful Proponent will work cooperatively with the CLASS senior leadership team to develop the strategy for the overall project. CLASS will provide the successful Proponent its prepared draft RFP document including the contract and any related policies.

The successful Proponent will meet with CLASS to present a proposed detailed Project Work Plan including methodology and timelines.

A. Deliverable 1:

A proposed Project Work Plan that outlines the proposed methodology and timelines based on discussions with and direction given by CLASS.

2.3.2 Consultation and Information Collection Strategy to Support the Project Work

The successful Proponent is expected to meet with CLASS to further define the types of support and documents necessary to meet its goals.)

2.3.3 Document Creation

The successful Proponent will provide assistance to CLASS in the development, editing and version control of the appropriate documents including, but not limited to:

- The RFP;
- The contract;
- Evaluation matrix and training guide;
- Ensure that the Broader Public Sector Procurement Directives are met with every aspect of the project.

B. Deliverable 2

A detailed project work plan and timeline identifying critical path, key milestones, and anticipated completion of Deliverables will be provided.

2.3.4 Phase Two: Anticipated Additional Support when RFP is In Process

The successful Proponent will be responsible for providing additional support to CLASS during the RFP open period. Anticipated support may include, but is not limited to:

- Assist with vendor communications;
- Assist with the evaluation process;
- Facilitate sessions during the evaluation process
- Assist with post evaluation processes, including debriefings and necessary communications.

C. Deliverable 3:

Attendance at meetings (in Sarnia – Lambton and Chatham-Kent) as required by CLASS.

2.3.5 Final Report and Documents Package

The successful Proponent will provide CLASS with a final report and final copy of all documents. A draft Final Report will be provided to CLASS within 10 business days after the contract award to the successful transportation providers. It will include, but is not limited to:

- Executive Summary;
- Background;
- Approach and methodology;
- Key observations, findings, recommendations and opportunities for future RFP's for student transportation services.

D. Deliverable 4:

A draft Final Report will be provided to CLASS by the successful Proponent electronically, in an editable format within two (2) weeks of contract award to the successful transportation providers. A Final Report will be provided to CLASS once feedback has been provided by CLASS.

3 PART 3 - EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

CLASS will conduct the evaluation of proposals in the following three (3) stages:

3.2 Stage I

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals that do not comply with all of the mandatory requirements may, subject to the express and implied rights of CLASS, be disqualified and not evaluated further.

3.3 Stage II

Stage II will consist of a scoring by CLASS of each qualified proposal on the basis of the rated criteria. Only those proponents who will attain a minimum score of 55 points out of available 75 points will proceed to Stage III to have their proposals evaluated further.

3.4 Stage III

Upon completion of Stage II for all Proponents, the sealed pricing envelope provided by each Proponent will then be opened and Stage III will consist of a scoring of the pricing submitted. The evaluation of price/cost shall be undertaken after the evaluation of mandatory requirements and any rated requirements has been completed.

3.5 Cumulative Score

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and the express and implied rights of CLASS, the highest scoring Proponent will be selected to enter into the Form of Agreement attached as Appendix A to this RFP in accordance with Part 4.

3.6 Stage I - Mandatory Requirements

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a Proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in its proposal, may be disqualified.

3.6.1 Form of Offer (Appendix B)

Each proposal must include a Form of Offer (Appendix B) completed and signed by the Proponent.

3.6.2 Conflict of Interest

In addition to the other information and representations made by each proponent in the Form of Offer, each proponent must declare whether it has an actual or potential Conflict of Interest.

If, at the sole and absolute discretion of CLASS, the proponent is found to be in a Conflict of Interest, CLASS may, in addition to any other remedies available at law or in equity, disqualify the proposal submitted by the proponent.

The proponent, by submitting the proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the proposal or performance of the contemplated contract other than those disclosed in the Form of Offer. Where CLASS discovers a proponent's failure to disclose all actual or potential Conflicts of Interest, CLASS may disqualify the proponent or terminate any contract awarded to that proponent pursuant to this procurement process.

3.6.3 General

CLASS, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to a proponent in the event that CLASS determines that the proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a proponent may not make any changes to or qualify the Form of Offer in its proposal. A proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified. If a proposal is not disqualified despite such changes or qualifications, the provisions of the Form of Offer as set out in this RFP will prevail over any such changes or qualifications in or to the Form of Offer provided in the proposal.

3.6.4 Rate Bid Form (Appendix C)

Each proponent must include this form completed according to the instructions contained in the form as well as those instructions set out below:

- (a) rates shall be provided in Canadian Funds, inclusive of all applicable duties and taxes (with HST itemized separately); and
- (b) rates quoted by the proponent shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.

A proposal that includes conditional, optional, contingent or variable Rates that are not expressly requested in the Rate Bid Form may be disqualified.

By submitting a proposal, a proponent is deemed to confirm that it has prepared its proposal with reference to all of the provisions of the Form of Agreement attached at Appendix A and has factored all of the provisions of Appendix A, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated on the Rate Bid Form.

3.6.5 Tax Compliance Declaration Form (Appendix D)

CLASS hereby advises proponents that any contract will require a declaration from the successful proponent that the proponent's provincial taxes are in good standing.

Each proponent must include a Tax Compliance Declaration Form, completed by the proponent according to the instructions contained in that form. Other than inserting the information requested and signing the Tax Compliance Declaration Form, a proponent may not make any changes to the Tax Compliance Declaration Form. Proposals containing changes to the Tax Compliance Declaration Form may be disqualified.

3.6.6 Workplace Safety and Insurance Board

The successful proponent(s) must ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.

The successful proponent(s) must furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract. The good standing must be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety & Insurance Board Certificate is updated every sixty (60) days.

CLASS reserves the right to request proof of coverage any time throughout the duration of the contract.

All workplace injuries or accidents on CLASS' property must be reported by the successful proponent(s) to CLASS' representative within 24 hours.

3.6.7 Commercial Liability Insurance

The successful proponent(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each proponent must state if it has Commercial General Liability Insurance Coverage.

Each proponent should show proof with the submission of this bid that upon the award of this contract that it is currently covered by Commercial Liability Insurance coverage with limits of \$2 million per occurrence with no aggregate for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. CLASS shall be named as an additional insured on the policy and proof of such shall be delivered to CLASS. If the proponent does not presently have \$2 million per occurrence of Commercial Liability Insurance coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$2 million per occurrence from the commencement of the contract should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain good standing throughout the term of the contract. CLASS reserves the right to request proof of coverage any time throughout the duration of the contract.

This liability policy shall contain the following coverage:

- Personal Injury & Property Damage
- Non-Owned Automobile Liability
- Owners and Contractors Protective Coverage
- Contractual Liability
- Broad Form Property Damage
- Products & Completed Operation Insurance
- Contingent Employees Liability
- Cross Liability Clause and Severability of Interest Clause

Upon an award to the successful proponent(s) by CLASS, and annually thereafter, the successful proponent(s) shall be required to submit certification in a form satisfactory to CLASS of the above-mentioned coverage to protect CLASS against claims for property damages and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract.

The successful proponent(s) agrees to indemnify, hold harmless and defend CLASS from and against any and all liability for loss, damage and expense, which CLASS may suffer or for which CLASS may be held liable by reason or injury (including death) or damage to any property arising out of negligent or willful acts on the part of the successful proponent(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.

3.6.8 Motor Vehicle Liability Insurance

Proponents must state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the Boards or CLASS.

In the event of an affirmative answer, the successful proponents must be covered by Automobile Liability Insurance through the term of the Contract. If the proponent's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the proponent. Each proponent must state if it or its employees or subcontractors have Automobile Liability Insurance Coverage. Sub clauses also apply to those employees or subcontractors who operate their own automobiles on the property of the Boards or CLASS.

Proponents should show proof with the submission of this bid, that upon the award of this contract that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million (Commercial and \$1 million on all personally owned vehicles) per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or the agent's letterhead that liability insurance limits will be increased to \$2 million for Commercial Vehicles and \$1 million personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain that good standing throughout the term of the contract and provide proof annually thereafter if required.

CLASS reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage:

- Third Party Liability Coverage in the form of OAP-1

Upon an award to the successful proponent(s) by CLASS, the successful proponent(s) shall be required to submit certification in a form satisfactory to CLASS of the above-mentioned coverage to protect CLASS against claims for property damage and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.

The successful proponent(s) agrees to indemnify, hold harmless, and defend, CLASS from and against any and all liability for loss, damage and expense, which CLASS may suffer or for which CLASS may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the part of the successful proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile.

3.6.9 Professional Liability/Errors and Omissions Insurance

Proponents should show proof with the submission of this bid and annually thereafter for the term of the contract that upon the award of this contract that it will be covered for Professional Liability Coverage with the following limits of coverage:

- State claim limit
- State project limit
- State aggregate limit

For liability arising at law for damages caused by reason of professional negligence. If the proponent does not presently have the coverage as set out aforesaid, the proponent shall provide written assurance from his insurance agent or insurer on the letterhead of the insurer or agent that the Professional Liability Insurance limits will be increased to the aforesaid limits from the commencement of the contract and annually thereafter for the term of the contract should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain that good standing throughout the term of the contract. CLASS reserves the right to request proof of coverage anything through the duration of the contract.

CLASS reserves the right to request that a proponent provide a complete copy of the proponent's professional liability policy to the evaluation committee for review to allow the committee to satisfy itself that the policy provides coverage satisfactory to CLASS.

Upon the award to the successful proponent(s) by CLASS, the successful proponent(s) shall be required to submit certification in a form satisfactory to CLASS of the above mentioned caused by the actions of the successful proponent(s) or its employees, or subcontractors, during the performance of its obligations under the contract.

The successful proponent(s) agree to indemnify, hold harmless and defend CLASS from and against any and all liability for loss, damage and expense, which CLASS may suffer or for which CLASS may be held liable arising out of the professionally negligent or willful acts on the part of the successful proponent(s) or any of its representatives, employees or subcontractors in the execution of the work performed.

Notwithstanding that the parties shall enter into a Standard Form of Agreement for each project the successful proponent(s) acknowledges that CLASS does not agree to indemnify the successful proponent(s) in the event of any claim against the successful proponent(s) in any way arising out of or related to the successful proponent(s) duties and responsibilities pursuant to the Standard Form of Agreement initiated by a non-party to the Standard Form of Agreement , and arising from a claim commenced by CLASS whether or not the indemnity applies to the extent that the non-party claim exceeds the amount of insurance coverage.

3.7 Stage II – Evaluation of Rated Criteria

The scoring criteria for each requirement are shown in the column “Submission Description” and are set out below:

<i>Response and Points</i>	<i>Submission Description</i>
Superior Response (5 points)	A highly comprehensive, excellent response. In addition, the response may cover areas beyond the Submission Requirements that would prove both valuable and beneficial to the Consortium.
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.

3.8 Weighting of Requirements

The relative weight of each requirement to all other requirements is shown in the column “Weighting”.

3.9 Consortium Submission Form

Responses must be limited to the space provided in the Consortium Submission Form. Portions of a response that exceed the space in the Consortium Submission Form will not be evaluated unless a copy of the materials has specifically been requested.

The following is an overview of the categories and weighting for the rated criteria of the RFP:

Criteria	Submission Description	Weighting	Scoring Breakdown
Experience and Qualifications	<p>A description of the consulting services the Proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables. Proponents are asked to demonstrate the organization's knowledge, skills and expertise in the following areas:</p> <p>Proponents are asked to provide an organization chart</p> <ul style="list-style-type: none"> • Educational background and accreditation (10) • Composition of Project Team and related experience (7) • Experience in Public Sector Procurement specifically those for student transportation services (5) • Knowledge of the transportation sector in Ontario, and more specifically, knowledge of student transportation (3) • Project Management (5) 	30 points	<p>5 - Superior Response 4 - Good Response 3 - Satisfactory Response 2 - Limited Response 1 - Inadequate Response 0 - Zero Response</p>
Proposed Approach and Methodology	<p>Provide the Proponent's approach and methodology to meet each requirement, service and deliverable:</p> <ul style="list-style-type: none"> • Work Plan and Document Creation (10) • Additional Support when the RFP is in process (15) • Final reporting (10) 	35 points	<p>5 - Superior Response 4 - Good Response 3 - Satisfactory Response 2 - Limited Response 1 - Inadequate Response 0 - Zero Response</p>
Value Added Services	<p>Propose additional services, reports etc. that support the accomplishment of project objectives or would increase the value of the outcome of the project</p>	5 points	<p>5 - Superior Response 4 - Good Response 3 - Satisfactory Response 2 - Limited Response 1 - Inadequate Response 0 - Zero Response</p>
Pricing	IN A SEPARATE SEALED ENVELOPE	30 points	
References	3 references	5 points	
TOTAL		105 points	

3.10 Stage III – Evaluation of Pricing

Pricing Total Points (30 Points)

Pricing will be scored based on a relative pricing formula using the Rates set out in the Rate Bid Form.

Each proponent will receive a percentage of the total possible points allocated to price by dividing that proponent's price into the lowest bid price. For example, if the lowest bid price is \$120.00, that proponent receives 100% of the possible points ($120/120 = 100\%$), a proponent who bids \$150.00 receives 80% of the possible points ($120/150 = 80\%$) and a proponent who bids \$240.00 receives 50% of the possible points ($120/240 = 50\%$).

Lowest rate

----- x Total available points = Score for proposal with 2nd lowest rate
2nd lowest rates

Lowest rate

----- x Total available points = Score for proposal with 3rd lowest rate
3rd lowest rates etc...for each proposal

3.11 Cumulative Score and Selection of Highest Scoring Proponent

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and the express and implied rights of STS, the highest scoring proponent will be selected to enter into the Form of Agreement attached as Appendix A to this RFP in accordance with Part 4.

4 GENERAL INFORMATION AND INSTRUCTIONS

4.1 Timetable

The following is the schedule for this RFP:

- Issue Date of RFP **September 6, 2012**
- Proponent's Deadline for Questions **4:00:00 p.m. (EST) on September 18, 2012**
- Deadline for Issuing Addenda **4:00:00 p.m. (EST) on September 21, 2012**
- Proposal Submission Deadline **4:30:00 p.m. (EST) on September 28, 2012**

4.2 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP where that request was made.

4.3 RFP Availability

Proponents may obtain the RFP through Biddingo www.biddingo.com or from the St Clair Catholic District School Board website at www.st-clair.net

4.4 Structure of the Bid

Proponents must use the PDF documents provided by CLASS, available for download at www.st-clair.net or www.biddingo.com

4.5 Proposals in English

All proposals are to be in English only. Any proposals received by CLASS that are not entirely in the English language may be disqualified.

4.6 CLASS' Information in RFP Only an Estimate

CLASS and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work.

It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to this RFP.

4.7 Proponents Shall Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal including, if applicable, costs incurred for interviews or demonstrations.

4.8 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP and:

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

All questions pertaining to this bid document are to be addressed to:

Mr. Tony Prizio, Procurement Specialist

St Clair Catholic District School Board

by email to tony.prizio@st-clair.net no later than 4:00:00 p.m. (EST) on **September 18, 2012**.

After this date no further inquiries, concerns or questions may be submitted. STS reserves the right to distribute a notice of content of any inquiry and CLASS' response to all proponents.

All questions pertaining to this bid document must be submitted in writing.

Questions concerning the terms and conditions of the bid document, whether made orally or in writing, to any individual other than indicated above may, at the sole discretion of CLASS, render your submission noncompliant.

Direct questions in written form only to: Mr. Tony Prizio. CLASS will only be bound by written answers to questions.

- Answers to all questions will be posted to www.st-clair.net and www.biddingo.com by 4:00:00 p.m. (EST) on **September 21, 2012**

All bid files are available for downloading at no charge from the CLASS web site.

Should any questions raised by a proponent necessitate an addendum to this bid document, the addendum will be posted to the CLASS web site.

All Addenda will be issued at least seven (7) days prior to the closing date. If an addendum is issued within seven days (7) of the closing date, the date will be extended accordingly.

4.9 Submission of Proposals

4.9.1 Proposals Submitted Only in Prescribed Manner – Two Envelope Submission

Proposals must be submitted by the following method:

- (a) Proposal submissions are to be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the Proponent, and the Proposal Submission Deadline;
- (b) A Proponent must submit one (1) original Proposal signed by an authorized representative: Enclosure I – Consortium Submission Form and four (4) copies of the Proposal.
- (c) **Contained within the Proposal submission BUT in a separate sealed envelope clearly marked Envelope # 2**, one (1) original copy signed by an authorized representative: Enclosure II – Rate Bid Form. Envelope # 2 should also be prominently marked with the RFP title and number (see RFP cover), with the full legal name of the Proponent.

Proposals submitted in any other manner may be disqualified.

4.9.2 Return Location

Sealed bid submissions must be returned to:

Mr. Tony Prizio, Procurement Specialist
St Clair Catholic District School Board
420 Creek St.
Wallaceburg, ON, N8A 4C4

The bid submission must be returned to Mr. Tony Prizio for your bid submission to be accepted.

Proposals must be received on or before **4:30:00 P.M. EST**, local time ('local time' shall mean the time as measured by the tender clock maintained by the St. Clair Catholic District School Board), on **September 28, 2012** (the "Submission Deadline") to the reception desk labeled as set out above.

Submissions received by electronic transmission (i.e. fax or email) will not be accepted.

Late bids will be returned to the proponent, unopened, if a return address is included on the submission envelope.

4.9.3 Amending or Withdrawing Proposals Prior to Proposal Submission Deadline

A proponent who has already submitted a bid may submit an addendum in writing and signed by the proponent at any time up to the official closing time. No facsimiles shall be accepted. The last submission shall supersede and invalidate all previous submissions by that proponent as it

applies to this bid. Addenda must be submitted to Mr. Tony Prizio in the same manner and within the same time constraints as the bid submission.

A proponent may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Withdrawal requests received after the closing date shall not be permitted. Submission withdrawals must be submitted to Mr. Tony Prizio in the same manner and within the same constraints as a bid submission.

4.9.4 Proposal Irrevocable after Proposal Submission Deadline

Proposals shall remain irrevocable in the form submitted by the proponent for a period of one hundred and twenty (120) days running from the moment that the Proposal Submission Deadline has lapsed.

4.9.5 CLASS May Seek Clarification and Incorporate Response into Proposal

CLASS reserves the right to seek clarification and supplementary information relating to the proposal from proponents after the Proposal Submission Deadline. The response received by CLASS from a proponent shall, if accepted by CLASS, form an integral part of that proponent's proposal. CLASS reserves the right to interview any or all proponents to obtain information about or clarification of their proposals. In the event that CLASS receives information at any stage of the evaluation process which results in earlier information provided by the proponent being deemed by CLASS to be inaccurate, incomplete or misleading, CLASS reserves the right to revisit the proponent's compliance with the mandatory requirements and/or adjust the scoring of rated criteria.

4.9.6 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal.

4.9.7 No Incorporation by Reference by Proponent

The entire contents of the proponent's proposal should be submitted in a fixed form and the content of web sites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

4.9.8 Proposal to be Retained by CLASS

Subject to Section 4.9.2 CLASS will not return the proposal or any accompanying documentation submitted by a proponent.

4.10 Execution of Agreement, Notification and Debriefing

The lowest or any bid submission may not necessarily be accepted. CLASS reserves the right to decline any or all bid submissions, or to cancel the bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by CLASS to any proponent for any expense, cost, loss or damage incurred or suffered by the proponent as a result of such withdrawal.

4.11 Selection of Proponent

The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within seven (7) days of notice of selection. This provision is solely to the benefit of CLASS and may be waived by CLASS at its sole discretion

A proponent who submits conditions, options, variations or contingent statements to the terms set out in the Form of Agreement, either as part of its proposal or after receiving notice of

selection, may be disqualified. CLASS acknowledges the need to add transaction-specific particulars to Schedule 1 of the Form of Agreement but CLASS will not otherwise make material changes to the Form of Agreement.

Proponents are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. CLASS will consider such requests for clarification in accordance with Section 4.8 of the RFP.

4.11.1 Failure to Enter Into Agreement

In addition to all of CLASS's other remedies, if a selected proponent fails to execute the Agreement or satisfy any other applicable conditions within seven (7) days of notice of selection, CLASS may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that proponent and proceed with the selection of another proponent.

4.12 Notification to Other Proponents of Outcome of Procurement Process

Once the successful Proponent and CLASS execute the Agreement, the results of this bid will be posted to the www.st-clair.net and www.biddingo.com web sites.

4.13 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the General Manager of CLASS and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.14 Bid Protestation

In the event that a Proponent wishes to review the decision of CLASS in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the General Manager of CLASS within 10 days from such a debriefing.

Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing. A protest in writing shall include the following:

- (a) A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- (b) A specific description of each act alleged to have breached the procurement process;
- (c) A precise statement of the relevant facts;
- (d) An identification of the issues to be resolved;
- (e) The Proponent's arguments and supporting documentation; and
- (f) The Proponent's requested remedy.

For the purpose of a protest under this RFP, the parties agree that they will first work together in good faith towards an amicable resolution. If an amicable resolution can not be reached, the matter will be escalated to the Board of Directors for alternative dispute resolution prior to escalating to mediation and arbitration. Each party shall continue performing its obligations during the resolution of any disputes, including payment of undisputed amounts then due.

4.15 Prohibited Communications, Confidential Information, MFIPPA and FIPPA

4.15.1 Prohibited Proponent Communications

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Form of Offer.

4.15.2 Proponent Not to Communicate With Media

A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of CLASS' Contact.

4.15.3 Confidential Information of CLASS

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

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

4.15.4 Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990 (MFIPPA)

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CLASS. The confidentiality of such information will be maintained by CLASS, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to CLASS's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals.

By submitting any Personal Information requested in this RFP, proponents are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful Proponent to provide the Deliverables, such information may be used by CLASS to compare the qualifications of such individual with any proposed substitute or replacement in accordance with the Performance by Specified Individuals Only paragraph of the Form of Agreement. If a proponent has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to CLASS' Contact in accordance with the Proponents to Review RFP section.

4.15.5 Freedom of Information and Protection of Privacy Act, R.S.O. 1990 (FIPPA)

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CLASS. The confidentiality of such information will be maintained by CLASS, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to CLASS' advisers retained for the purpose of evaluating or participating in the evaluation of their proposals.

By submitting any Personal Information requested in this RFP, proponents are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement

process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful Proponent to provide the Deliverables, such information may be used by CLASS to compare the qualifications of such individual with any proposed substitute or replacement in accordance with the Performance by Specified Individuals Only paragraph of the Form of Agreement. If a proponent has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to CLASS' Contact in accordance with the Proponents to Review RFP section.

4.16 Reserved Rights and Governing Law

4.16.1 Reserved Rights of CLASS

CLASS reserves the right to:

- (a) make public the names of any or all proponents;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's response to that request for clarification into the proponent's proposal;
- (c) waive formalities and accept proposals which substantially comply with the requirements of this RFP;
- (d) verify with any proponent or with a third party any information provided in response to this proposal;
- (e) check references other than those provided by any proponent;
- (f) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
- (h) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (i) cancel this RFP process at any stage;
- (j) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (k) accept any proposal in whole or in part; or
- (l) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and CLASS or any advisors shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any proponent or any third party resulting from CLASS exercising any of its express or implied rights under this RFP.

By submitting its proposal, the proponent authorizes the collection by CLASS of the information set out under (d) and (e) in the manner contemplated in those subparagraphs.

4.16.2 Governing Law of RFP Process

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

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AGREEMENT

THIS AGREEMENT (the "Agreement"), made in triplicate, for [insert name of Deliverables] is effective as of the [**insert start date for the Term**]

BETWEEN:

Chatham-Kent Lambton Administrative School Services
(referred to as "CLASS")

AND:

[*LEGAL NAME OF SUPPLIER*]
(referred to as the "Supplier")

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

ARTICLE 1 – INTERPRETATION AND GENERAL PROVISIONS

1.01 Defined Terms

When used in the Agreement, the following words or expressions have the following meanings:

"Authority" means the organization and their members, including standing committees, having jurisdiction over the Contract; and is not limited to a government authority, agency, body or department, whether federal, provincial or municipal;

"Best Practices" means an identified technique of methodology that, through experience and research, has been proven to reliably lead to a desired result.

"Boards" means District School Boards.

"Business Day" means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which CLASS has elected to be closed for business;

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its proposal 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 RFP process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in a CLASS contract, the Supplier's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

"Contract" means the aggregate of: (a) the Agreement, including Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions), Schedule 2 (Schedule of Forms) and any other schedule attached at the time of execution; (b) the RFP, including any addenda; (c) the Proposal; and (d) any amendments executed in accordance with the terms of the Agreement;

"Deliverables" means everything developed for or provided to CLASS in the course of performing under the Contract or agreed to be provided to CLASS under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

"Expiry Date" means February 2013, or, if the original term is extended, the final date of the extended term;

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, as amended;

“Fiscal Year” means the period running from September 1st in one calendar year to, and including, August 31st in the next calendar year;

“Indemnified Parties” means CLASS and its member school boards and their directors, officers, agents, appointees, and employees;

“Industry Standards” include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of CLASS;

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

“Newly Created Intellectual Property” means any Intellectual Property created by the Supplier in the course of performance of its obligations under the Contract;

“Confidential Information” means all information of CLASS that is of a confidential nature, including all confidential information in the custody or control of the aforementioned, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Agreement. For greater certainty, CLASS Confidential Information shall:

(a) include: (i) all new information derived at any time from any such information whether created by CLASS is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to CLASS or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

“Person” if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof;

“Personal Information” means recorded information about an identifiable individual or that may identify an individual;

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding;

“Proposal” means all the documentation submitted by the Supplier in response to the RFP;

“Rates” means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable duties and taxes; excluding harmonized sales tax (b) all labour and material costs; (c) all travel and carriage costs; (d) all insurance costs; and (e) all other overhead including any fees or other charges required by law;

“Record”, for the purposes of the Contract, means any recorded information, including any Personal Information, in any form: (a) provided by CLASS to the Supplier, or provided by the Supplier to STS and for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract; and shall include or exclude any information specifically described in Schedule 1;

“Requirements of Law” mean all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

“RFP” means the Request for Proposals and any addenda to it;

“Supplier Address” and **“Supplier Representative”** mean:

[insert Supplier's mailing address **]**

[insert name and title, telephone and facsimile number for Supplier representative, as well as same information for back -up person if available**]**

“Supplier’s Intellectual Property” means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract;

“Term” means the period of time from the effective date first above written up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

“Third-Party Intellectual Property” means any Intellectual Property owned by a party other those involved in the Student Transportation Contract Performance Management Project or the Supplier.

1.02 No Indemnities from CLASS

Notwithstanding anything else in the Contract, any express or implied reference to CLASS providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of CLASS, whether at the time of execution of the Agreement or at any time during the Term, shall be void and of no legal effect.

1.03 Entire Agreement

The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the date of execution of the Agreement.

1.04 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.05 Interpretive Value of Contract Documents

In the event of a conflict or inconsistency in any provisions in the Contract: (a) the main body of the Agreement shall govern over the Schedules to the Agreement; (b) the Agreement (including its Schedules) shall govern over the RFP and the Proposal; and (c) the RFP shall govern over the Proposal.

1.06 Interpretive Value of Headings

The headings in the Contract are for convenience of reference only and in no manner modify, interpret or construe the Contract.

1.07 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1.08 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, facsimile or email and shall be addressed to Frank Vergunst, General Manager, 600 Gillard Street, Wallaceburg, Ontario N8A 4X1 or frank.vergunst@schoolbusinfo.com and to the Supplier Address to the attention of the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, facsimile or email one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this paragraph.

1.09 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

ARTICLE 2 – NATURE OF RELATIONSHIP BETWEEN STS AND SUPPLIER

2.01 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person, which would in any way interfere with the rights of CLASS under this Contract.

2.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

2.03 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind CLASS or to assume or create any obligation or responsibility, express or implied, on behalf of CLASS. The Supplier shall not hold itself out as an agent, partner or employee of CLASS. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between CLASS and the Supplier (or any of the Supplier's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors) or constitute an appointment under the Public Service of Ontario Act, 2006, S.O. 2006, Chapter 35, as amended.

2.04 Responsibility of Supplier

The Supplier agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors. This paragraph is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. In addition to any other liabilities of the Supplier pursuant to the Agreement or otherwise at law or in equity, the Supplier shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of the Contract resulting from the actions of the above mentioned individuals and entities This paragraph shall survive the termination or expiry of this Contract.

2.05 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of CLASS. Such consent shall be in the sole discretion of CLASS and subject to the terms and conditions that may be imposed by CLASS. Without limiting the generality of the conditions which CLASS may require prior to consenting to the Supplier's use of a subcontractor, every contract entered into by the Supplier with a subcontractor shall adopt all of the terms and conditions of this Contract as far as applicable to those parts of the Deliverables provided by the subcontractor. Nothing contained in the Contract shall create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and CLASS.

2.06 Duty to Disclose Change of Control

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to CLASS and shall comply with any terms and conditions subsequently prescribed by CLASS resulting from the disclosure.

2.07 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to CLASS without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by CLASS to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, CLASS may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by CLASS to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This paragraph shall survive any termination or expiry of the Contract.

2.08 Contract Binding

The Contract shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 3 - PERFORMANCE BY SUPPLIER

3.01 Commencement of Performance

The Supplier shall commence performance upon receipt of written instructions from CLASS.

3.02 Performance Warranty

The Supplier hereby represents and warrants that the Deliverables shall be provided fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of

Law. If any of the Deliverables, in the opinion of CLASS, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by CLASS in a rectification notice.

3.03 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from CLASS, any access to or use of CLASS property, technology or information that is not necessary for the performance of its contractual obligations with CLASS is strictly prohibited. The Supplier further acknowledges that CLASS may monitor the Supplier to ensure compliance with this paragraph. This paragraph is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

3.04 Notification by Supplier to CLASS

During the Term, the Supplier shall advise CLASS promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

3.05 Condonation Not a Waiver

Any failure by CLASS to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by CLASS of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

3.06 Changes by Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

3.07 Supplier to Comply With Reasonable Change Requests

CLASS may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify CLASS and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

3.08 Pricing for Requested Changes

Where a change request includes an increase in the scope of the previously contemplated Deliverables, CLASS shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request:

- (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or
- (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between CLASS and the Supplier within a reasonable period of time;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

3.09 Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to CLASS on a non-exclusive basis. CLASS makes no representation regarding the volume of goods and services required under the Contract. CLASS reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.10 Performance by Specified Individuals Only

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of CLASS, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

3.11 CLASS Rights and Remedies and Supplier Obligations Not Limited to Contract

The express rights and remedies of CLASS and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to CLASS or any other obligations of the Supplier at law or in equity.

ARTICLE 4 - PAYMENT FOR PERFORMANCE AND AUDIT

4.01 Payment According to Contract Rates

CLASS shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

4.02 Default Billing and Payment Process

Unless the parties expressly set out an alternative billing and payment process in Schedule 1, the following process shall govern:

- (a) the Supplier shall provide CLASS with a billing statement no later than ten (10) Business Days after the end the completion of a deliverable as defined in 2.3 Deliverables of the RFP and that billing statement shall include: (i) the reference number assigned to the Contract by CLASS; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes and HST registration number, if payable by CLASS, identified as separate items;
- (b) CLASS shall approve or reject the billing statement within fifteen (15) Business Days of receipt of the statement and in the event that CLASS rejects the billing statement, it shall so advise the Supplier promptly in writing and the Supplier shall provide additional information as required by CLASS to substantiate the billing statement;
- (c) each billing statement is subject to the approval of CLASS before any payment is released and payment shall be made within thirty (30) Business Days of such approval; and

and any subparagraph set out above that is not expressly replaced in Schedule 1 with an alternative provision shall remain in full force and effect.

4.03 Hold Back or Set Off

CLASS may hold back payment or set off against payment if, in the opinion of CLASS acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

4.04 No Expenses or Additional Charges

There shall be no other charges payable by CLASS under the Contract to the Supplier other than the Rates established under the Contract.

4.05 Payment of Taxes and Duties

Unless otherwise stated, the Supplier shall pay all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

4.06 CLASS and HST

The successful Proponent will invoice CLASS and HST will apply and be shown separately on all invoices.

4.07 Interest on Late Payment

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment shall not exceed the pre-judgment interest rate established under section 127(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C45, in effect on the date that the payment went into arrears.

4.08 Document Retention and Audit

For seven (7) years after the Expiry Date or any date of termination of the Contract, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist CLASS in conducting audits of the operations of the Supplier to verify (a) and (b) above. CLASS shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this paragraph shall survive any termination or expiry of the Contract.

ARTICLE 5 - CONFIDENTIALITY AND FIPPA

5.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of CLASS. CLASS may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with CLASS without the prior written consent of CLASS. Without limiting the generality of this paragraph, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by CLASS.

5.02 **Injunctive and Other Relief**

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to CLASS or to any third-party to whom CLASS owes a duty of confidence, and that the injury to CLASS or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that CLASS is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

5.03 **Notice and Protective Order**

If the Supplier or any of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors become legally compelled to disclose any CLASS Confidential Information, the Supplier will provide CLASS with prompt notice to that effect in order to allow CLASS to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with CLASS and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of CLASS Confidential Information which the Supplier is legally compelled to disclose, only to such person or persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in cooperation with legal counsel for CLASS) that such CLASS Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such CLASS Confidential Information subject to those terms and conditions.

5.04 **MFIPPA and FIPPA Records and Compliance**

The Supplier and CLASS acknowledge and agree that MFIPPA and FIPPA apply to and govern all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees:

- (a) to keep Records secure;
- (b) to provide Records to CLASS within seven (7) calendar days of being directed to do so by CLASS for any reason including an access request or privacy issue;
- (c) not to access any Personal Information unless CLASS determines, in its sole discretion, that access is permitted under MFIPPA and FIPPA and is necessary in order to provide the Deliverables;
- (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by CLASS;
- (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (f) to restrict access to Personal Information to those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by CLASS Representative to have such access for the purpose of providing the Deliverables;
- (g) to implement other specific security measures that in the reasonable opinion of CLASS would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and
- (h) that any confidential information supplied to CLASS may be disclosed by CLASS where it is obligated to do so under MFIPPA and FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this paragraph shall prevail over any inconsistent provisions in the Contract.

5.05 **Survival**

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 6 – INTELLECTUAL PROPERTY

6.01 **CLASS Intellectual Property**

The Supplier agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by CLASS to the Supplier shall remain the sole property of CLASS at all times.

6.02 **Ownership of Intellectual Property**

CLASS shall be the sole owner of any Newly Created Intellectual Property. The Supplier irrevocably assigns to and in favour of CLASS and CLASS accepts every right, title and interest in and to all Newly Created Intellectual Property in

the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of CLASS all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time. To the extent that any of the Deliverables include, in whole or in part, the Supplier's Intellectual Property, the Supplier grants to CLASS a licence to use that Supplier Intellectual Property in the manner contemplated in this Article, the total consideration for which shall be payment of the Rates to the Supplier by CLASS.

6.03 **Presumption Governing Ownership**

The presumption governing the Contract shall be that CLASS shall be the sole owner of any Intellectual Property in any form contained in any of the Deliverables. If the Supplier's Intellectual Property forms any part of the Deliverables, the Supplier shall notify CLASS as such prior to the delivery of the particular Deliverable containing any such Supplier Intellectual Property. In the absence of any such notice the presumption shall remain that CLASS is the sole owner of any Intellectual Property contained in the Deliverables.

6.04 **Supplier's Grant of Licence**

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to CLASS, including each Client, a perpetual, world wide, non exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of CLASS or a Client.

6.05 **No Restrictive Material in Deliverables**

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of CLASS or of any Client to modify, further develop or otherwise use the Deliverables in any way that CLASS or the Client deems necessary, or that would prevent CLASS or any Client from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

6.06 **Supplier Representation and Warranty Regarding Third-Party Intellectual Property**

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

6.07 **Assurances Regarding Moral Rights**

At the request of CLASS, at any time or from time to time, the Supplier shall execute and agrees to cause its of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors to execute an irrevocable written waiver of any moral rights or other rights of integrity in the applicable Deliverable(s) in favour of CLASS, such waiver to be in the form set out in Schedule 2, and which waiver may be invoked without restriction by any person authorized by CLASS to use the Deliverables. The Supplier shall deliver such written waiver(s) to CLASS within 10 Business Days of the receipt of the request from CLASS.

6.08 **CLASS May Prescribe Further Compliance**

CLASS reserves the right to prescribe the specific manner in which the Supplier shall perform its obligations relating to this Article.

6.09 **Survival**

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 7 – INDEMNITY AND INSURANCE

7.01 **Supplier Indemnity**

The Supplier hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Supplier, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract. The Supplier further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, CLASS, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

7.02 **Supplier's Insurance**

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$2,000,000** per occurrence, **\$2,000,000** products and completed operations aggregate. The policy is to include the following:
- the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract
 - contractual liability coverage
 - cross-liability clause
 - employers liability coverage (or compliance with the paragraph below entitled "Proof of W.S.I.A. Coverage" is required)
 - 30 day written notice of cancellation, termination or material change
 - tenants legal liability coverage (if applicable and with applicable sub-limits)
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles
- (b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than **\$2,000,000** per claim and in the annual aggregate.

7.03 Proof of Insurance

The Supplier shall provide CLASS with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Agreement and confirm the required coverage, before the execution of the Agreement by CLASS, and renewal replacements on or before the expiry of any such insurance. Upon the request of CLASS, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract for the provision of the Deliverables.

7.04 Proof of W.S.I.A. Coverage

If the Supplier is subject to the Workplace Safety and Insurance Act ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to CLASS prior to the execution of the Agreement by CLASS. In addition, the Supplier shall, from time to time at the request of CLASS, provide additional WSIB clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which CLASS shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by CLASS in connection therewith.

7.05 Supplier Participation in Proceedings

The Supplier shall, at its expense, to the extent requested by CLASS, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. CLASS may elect to participate in or conduct the defence of any such Proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of CLASS under the Contract, Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Supplier shall enter into no settlement unless it has obtained the prior written approval of CLASS. If the Supplier is requested by CLASS to participate in or conduct the defence of any such Proceeding, CLASS agrees to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations. If CLASS conducts the defence of any such Proceedings, the Supplier agrees to co-operate with and assist CLASS to the fullest extent possible in the Proceedings and any related settlement negotiations. This paragraph shall survive any termination or expiry of the Contract.

ARTICLE 8 – TERMINATION, EXPIRY AND EXTENSION

8.01 Immediate Termination of Contract

CLASS may immediately terminate the Contract upon giving notice to the Supplier where:

- (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;
- (b) the Supplier breaches any provision in Article 5 (Confidentiality and FIPPA) of the Agreement;
- (c) the Supplier breaches the Conflict of Interest paragraph in Article 2 (Nature of Relationship Between CLASS and Supplier) of the Agreement;

- (d) the Supplier, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to CLASS;
- (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract;
- (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of CLASS; or
- (g) the Supplier's acts or omissions constitute a substantial failure of performance;

and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

8.02 Dispute Resolution by Rectification Notice

Subject to the above paragraph, where the Supplier fails to comply with any of its obligations under the Contract, CLASS may issue a rectification notice to the Supplier setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to CLASS. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, CLASS may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow CLASS to immediately terminate the Contract.

8.03 Termination on Notice

CLASS reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

8.04 Termination for Non-Appropriation

If this Contract extends into a Fiscal Year subsequent to its execution, continuation of the Contract is conditional upon an appropriation of moneys by CLASS sufficient to satisfy payments due under the Contract. In the event that such moneys are not available CLASS may terminate the Contract upon giving notice to the Supplier. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

8.05 Supplier's Obligations on Termination

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) at the request of CLASS, provide CLASS with any completed or partially completed Deliverables;
- (b) provide CLASS with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by CLASS pertaining to the provision of the Deliverables and performance of the Contract;
- (c) execute such documentation as may be required by CLASS to give effect to the termination of the Contract; and
- (d) comply with any other instructions provided by CLASS, including but not limited to instructions for facilitating the transfer of its obligations to another Person.
- (e)

This paragraph shall survive any termination of the Contract.

8.06 Supplier's Payment Upon Termination

On termination of the Contract, CLASS shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, CLASS may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

8.07 Termination in Addition to Other Rights

The express rights of termination in the Agreement are in addition to and shall in no way limit any rights or remedies of CLASS under the Contract, at law or in equity.

8.08 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless CLASS exercises its option to extend the Contract for a period of up to the duration of the original term, such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract, excepting the option to renew. The option shall be exercisable by CLASS giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date. The notice shall set forth the precise duration of the extension.

IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first above written.

CLASS as represented by:

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

I have authority to bind CLASS.

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

I have authority to bind CLASS

[Supplier]

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

I have authority to bind the Supplier.

Schedule 1 - Schedule of Deliverables, Rates and Supplementary Provisions

**** Note to Proponents – Do not complete Schedule 1 and 2**

[To be completed after selection of the successful Proponent]

A. DESCRIPTION OF DELIVERABLES

A.1 Project Objective

A.2 Background

A.3 Deliverables

A.4 Schedule or Time Lines or Milestones

A.5 Reporting Requirements

B. RATES AND DISBURSEMENTS

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by CLASS to the Supplier under the Contract shall not exceed **[insert maximum contract amount] (\$xxx)**.

B.2 Personnel and Rates

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract: **[insert individual]**.

C. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT RECORDS

The following chart lists recorded information that is to be included and excluded from the definition of "Record" contained in the Agreement:

MFIPPA Included and Excluded Records:

Items Included and Excluded from Definition of "Record"
The following shall be included in the definition of Record under the Contract:
The following shall not be included in the definition of Record under the Contract:

Schedule 2 – Schedule of Forms

Pursuant to the Article of the Agreement entitled Intellectual Property, these forms shall be executed by the Supplier in the manner contemplated by the Agreement where the Deliverables include Intellectual Property.

ASSIGNMENT OF COPYRIGHT

THIS ASSIGNMENT made in triplicate as of **[*insert date]**.

In consideration of CLASS entering into the Agreement for **[**insert description]** dated **[*insert date of Agreement]** the undersigned agreed to assign and now does assign and transfer unto CLASS all of its right, title and interest in and to the copyright in Canada and internationally of the original work(s) entitled **“[**at the time of execution of assignment, specific Deliverable to be inserted]**” for the remainder of the unexpired term of the copyright.

IN WITNESS WHEREOF the undersigned has executed this Assignment of Copyright as of the date written above.

[Supplier]

Signature: _____
Name: _____
Date: _____

I have authority to bind the Supplier.

WAIVER OF MORAL RIGHTS

THIS WAIVER OF MORAL RIGHTS made in triplicate as of **[*insert date]**.

I, **[** insert legal name of the individual]**, an author of any or all of the Deliverables as defined in the Agreement for **[insert description]**, dated **[** insert date**]** between **[** insert legal name of the Supplier]** and CLASS, hereby expressly, irrevocably and without restriction, waive in favour of CLASS, all Moral Rights with respect to the Deliverables and this waiver may be invoked without restriction by any person authorized by CLASS to use the Deliverables.

In this Waiver of Moral Rights, "Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended or replaced from time to time and includes comparable rights in applicable jurisdictions.

IN WITNESS WHEREOF I have executed this Waiver of Moral Rights as of the date written above.

[Instructions: Insert legal name of individual]

Signature: _____
Name: _____
Date: _____

APPENDIX B – FORM OF OFFER

1. Proponent Information

(a) The full legal name of the proponent is:

(b) Any other relevant name under which the proponent carries on business is:

(c) The jurisdiction under which the proponent is governed is:

(d) The name, address, telephone, facsimile number and e-mail address of the contact person for the proponent is:

(e). The full name address, telephone, facsimile number and e-mail address of the proponent's Chief Security Officer (CSO) or equivalent:

(f) Whether the proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting the proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the Rates set out in the Rate Bid Form.

3. Mandatory Forms

(a) The proponent encloses herewith as part of the proposal, the mandatory forms set out below:

MANDATORY FORMS:	Yes	Page
Form of Offer (Appendix B)		
Rate Bid Form (Appendix C)		
Tax Compliance Declaration Form (Appendix D)		
Commercial Liability Certificate		
WSIB Certificate		
Professional Liability Certificate		
Consortium Bid Submission Form (Appendix F)		
Notice to proponents: There may be Mandatory Forms in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of Mandatory Requirements.		

4. Rates

The proponent has submitted its Rates in accordance with the instructions in the RFP and in the form set out at Appendix C.

5. Addenda

The proponent is deemed to have read and accepted all addenda issued by CLASS prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda.

6. Bid Irrevocable

The proponent agrees that its proposal shall be irrevocable for 120 days following the Proposal Submission Deadline.

7. Conflict of Interest

Prior to completing this portion of the Form of Offer, proponents should refer to the definition of Conflict of Interest set out in the Form of Agreement.

If the box below is left blank, the proponent will be deemed to declare that: (1) there was no Conflict of Interest in preparing its proposal; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by CLASS to CLASS’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

9. Execution of Agreement

The proponent understands that in the event its proposal is selected by CLASS, in whole or in part, the proponent agrees to finalize and execute the agreement in the form set out in Appendix A to the RFP in accordance with the terms of the RFP.

I/We have read and understand the scope of work and specifications, agree to comply with all the terms and conditions, have disclosed all relevant facts and agree to supply the product or service for the prices and according to the timelines specified. These terms, conditions and prices have been arrived at independently, and are in all respects fair and without collusion.

Proponent Representative and Title

Signature of Proponent Representative

Name of Witness and Title

Signature of Witness

Date:

I have authority to bind the proponent

APPENDIX C - RATE BID FORM

(TO BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE)

RATE BID FORM REQUEST FOR PROPOSAL					
Proposed Team Member (Identify Consultant's Name)	Role	Experience Level	Number of Hours	Rate/Day	Total Cost (# of days) x (rates)
Project Scoping and Work Plan					
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Sub-total					\$
Administrative Costs					
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Sub-total					\$
Anticipated Travel Expenses (mileage if not included, hotel)					
				\$	\$
				\$	\$
Sub-total					\$
Total Project Price					\$
H.S.T. (if applicable)					\$
Total Project Cost including H.S.T.					\$

Please note:

CLASS will not reimburse the successful proponent for any hospitality, incidental or food expenses, including but not limited to expenses in respect of:

- Meals, snacks and beverages
- Gratuities
- Laundry, dry cleaning and valet services
- Dependent care
- Personal telephone calls

APPENDIX D - TAX COMPLIANCE DECLARATION FORM

CLASS expects all suppliers to pay their provincial taxes on a timely basis. In this regard, proponents are advised that any contract with the CLASS will require a declaration from the successful Proponent that the proponent's provincial taxes are in good standing (see Section 3.2.3 of the RFP).

In order to be considered for a contract award, the proponent must submit the following tax compliance status statement and the following consent to disclosure:

Declaration

I/WE _____ hereby certify that at the time of submitting its Proposal
(Legal name of Proponent)

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

Consent to Disclosure

I/We consent to Ministry of Revenue releasing the taxpayer information described in this Declaration to CLASS and CLASS issuing the RFP as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by Ministry of Revenue.

Dated at _____ this _____ day of _____ 20_____

(An authorized signing officer)

(Print Name)

(Title)

(Phone Number) (Fax Number)

APPENDIX E – Reference Form

Each proponent is requested to provide three references from clients who have obtained similar goods or services from the proponent in the last five (5) years as those requested in this RFP.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

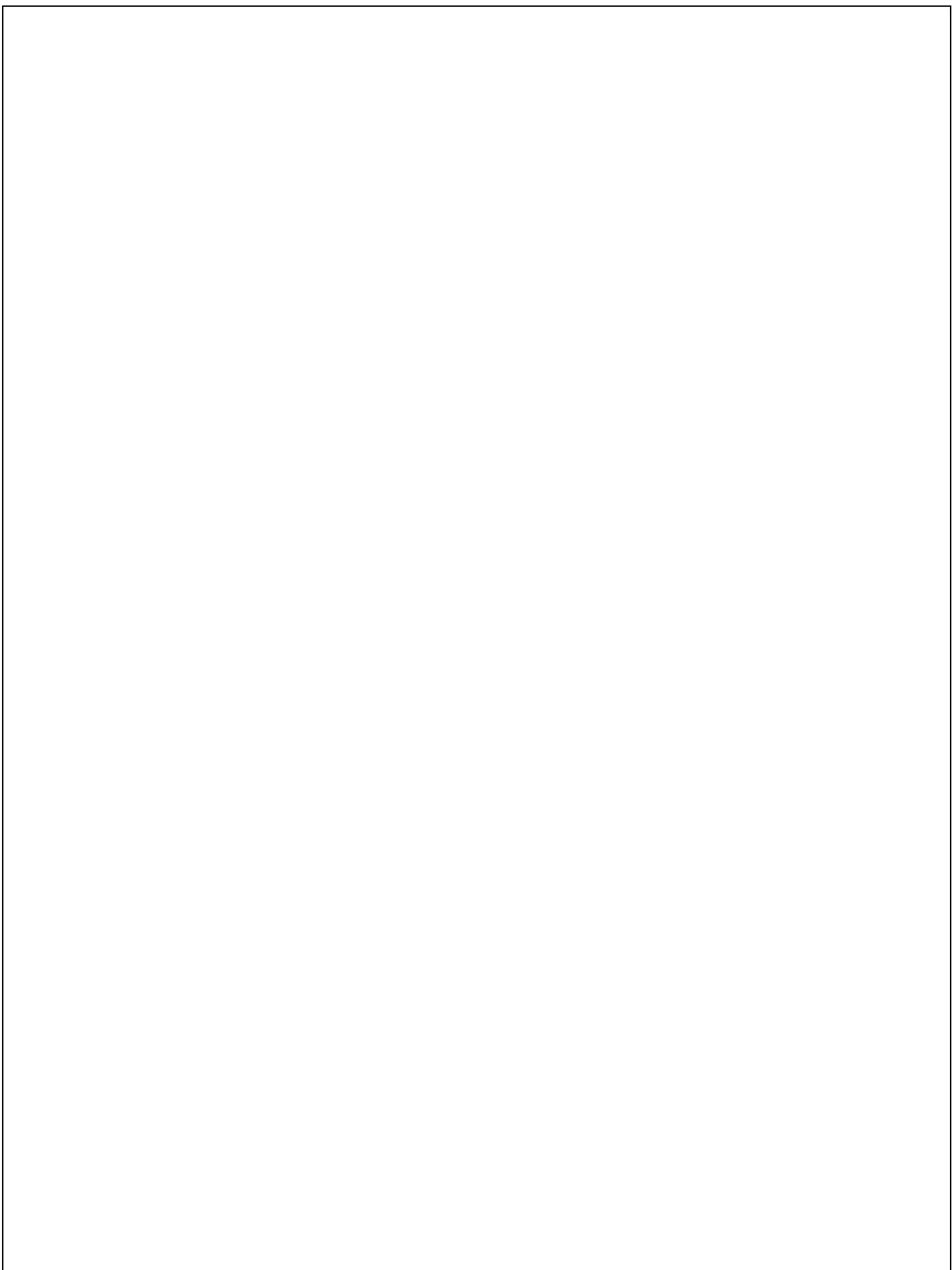
CLASS RFP#: 2012 - 2
APPENDIX F – CONSORTIUM BID SUBMISSION FORM

1. Experience, Background, Qualifications – limit of 2 pages

A description of the consulting services the Proponent has previously and/or is currently delivering, with an emphasis on experience relevant to the Deliverables. Proponents are asked to demonstrate the organization's knowledge, skills and expertise in the following areas:

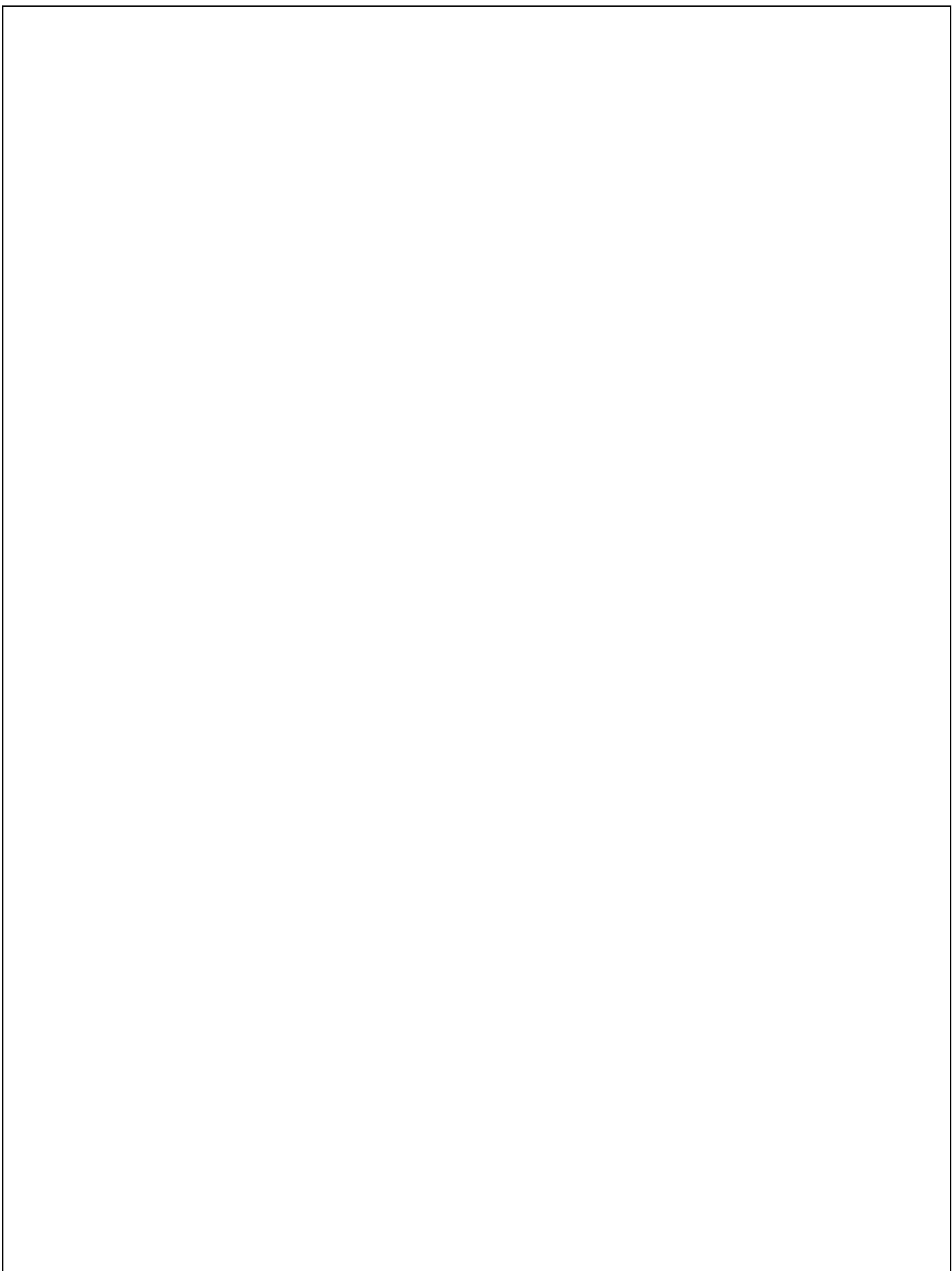
Proponents are asked to provide an organization chart

- Educational background and accreditation
- Composition of Project Team
- Experience in Public Sector Procurement, specifically those for student transportation services
- Project Management



2. Provide the Proponent's approach and methodology to provide each requirement, service and deliverables – limit of 2 pages

- Work Plan and Document Creation
- Additional Support when the RFP is In Process
- Final Reporting



Value Added Services – 1 Page

