



**REQUEST FOR PROPOSAL #345
BENEFITS CONSULTING**

Issue Date: April 7, 2011

Buyer: Todd Springer

Issued by: The Thames Valley District School Board

Return Date: May 2, 2011, 12:00:00 noon, local time,

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION		
1.01	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 178 schools with an estimated enrolment of 74,000 student		
1.1	PURPOSE		
1.1.1	The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB for human resources benefits consulting, subject to the conditions herein.		
1.1.2	Please refer to Worksheet E for an outline of the TVDSB's current benefits structure.		
2.0	BID DEFINITIONS AND INFORMATION		
2.1	DEFINITIONS		
2.1.1	The following words are used throughout this bid document and bidders should note these conditions when completing their bid submission.		
2.1.1.1	The word "MUST" shall mean bidders "must" include the required information in bid submission. Failure to include the required information will deem submission noncompliant.		
2.1.1.2	The word "SHOULD" shall mean bidders "should" include the required information in bid submission.		
2.1.1.3	The word "NONCOMPLIANT" shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.		
2.1.1.4	The word "SUBCONTRACTOR" shall mean a person, firm or company hired by the bidder(s) or the successful bidder(s) to perform any portion or all of this bid.		
2.1.1.5	The word "QUALIFIED" shall mean a bidder who is compliant and has included the required information in their bid submission.		
2.1.1.6	BID IRREGULARITY: A deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the TVDSB.		

FIRM NAME : _____

SIGNATURE : _____

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2.1.1.6.1	Major Irregularity: A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. The TVDSB will reject any bid submission which contains a major irregularity.		
2.1.1.6.2	Minor Irregularity: A deviation from the bid request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the bidder would not gain an unfair advantage over competitors. The TVDSB may permit the bidder to correct a minor irregularity.		
2.2	STRUCTURE OF THIS BID		
2.2.1	Bidders must use the electronic bidding file (setup.exe) which is available on the internet at:		
2.2.1.1	www.tvdsb.ca		
2.2.1.2	"Board"		
2.2.1.3	"Purchasing"		
2.2.1.4	"Bids"		
2.2.1.5	Scroll to the end of the document, click		
2.2.1.6	"Proceed to inquiry/download page".		
2.2.1.7	Proceed to the bid, click		
2.2.1.8	"New" Icon		
2.2.1.9	The setup.exe file contains the following file with the following worksheets:		
2.2.1.10	Appendices345.xls: (in Excel format)		
2.2.1.11	Worksheet A Terms and Conditions: in Excel format (electronic response required)		
2.2.1.12	Worksheet B Scope of Work: in Excel format (electronic response required)		
2.2.1.13	Worksheet C Pricing: in Excel format (electronic response required)		
2.2.1.14	Worksheet D Criteria and Weighting: in Excel Format (information only)		
2.2.1.15	Worksheet E Current Benefit Structure: in Excel Format (information only)		
2.2.1.16	Worksheet F Non-Disclosure Agreement: image (information only)		

FIRM NAME : _____

SIGNATURE : _____

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2.3	RETURN LOCATION		
2.3.1	Sealed bid submissions must be returned to:		
2.3.2	"Tenders Clerk"		
2.3.3	Tenders Clerk's box, Basement, Education Centre		
2.3.4	Thames Valley District School Board		
2.3.5	1250 Dundas Street		
2.3.6	London, Ontario		
2.3.7	N5W 5P2		
2.3.8	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.6 - Labelling of Envelope and diskette or CD).		
2.3.9	The bid submission must be returned to the "Tenders Clerk" for your bid submission to be accepted.		
2.3.10	Delivery to the "Tenders Clerk" is the responsibility of the bidder.		
2.3.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		
2.3.12	Late bids will be returned to the bidder, unopened, if a return address is included on the submission envelope.		
2.4	IMPORTANT DATES		
2.4.1	ISSUE DATE: Thursday, April 7, 2011		
2.4.2	QUESTIONS: Wednesday, April 13, 2011		
2.4.3	ANSWERS TO QUESTIONS: Friday, April 15, 2011		
2.4.4	RETURN DATE and TIME: prior to 12:00:00 local time Monday, May 2, 2011		
2.4.5	PRESENTATION/DEMONSTRATION IF REQUIRED: Tentative Dates: Friday, May 13, 2011		

FIRM NAME : _____

SIGNATURE : _____

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2.5	QUESTIONS		
2.5.1	Answers to questions will be posted to our web site by Friday, April 15, 2011.		
2.5.2	All questions pertaining to this bid document are to be addressed to: Todd Springer, by Fax (519) 452-2399 or email t.springer@tvdsb.on.ca no later than Wednesday, April 13, 2011. After this date no further inquiries, concerns or questions may be submitted. The TVDSB reserves the right to distribute a notice of content of any inquiry and the TVDSB's response to all other registered bidders. All questions pertaining to this bid document must be submitted in writing.		
2.5.3	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 the TVDSB, render your submission noncompliant. Direct questions in written form only to: Todd Springer. The TVDSB will only be bound by written answers to questions .		
2.5.4	Answers to all questions will be posted to the TVDSB web site at www.tvdsb.on.ca:		
2.5.4.1	www.tvdsb.ca		
2.5.4.2	"Board"		
2.5.4.3	"Purchasing"		
2.5.4.4	"Bids"		
2.5.4.5	Scroll to the end of the document, click		
2.5.4.6	"Proceed to inquiry/download page"		
2.5.4.7	Proceed to the Bid, click		
2.5.4.8	"Answers to Questions"		
2.5.4.9	View documents in PDF format.		
2.5.4.10	All bid files are available for downloading at no charge from the TVDSB web site.		
2.5.5	Should any questions raised by a bidder necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site. See Section 2.5.3.		
2.5.6	All Addenda will be issued at least seven days prior to the closing date. If an addendum is issued within seven days of the closing date, the date will be extended accordingly.		

FIRM NAME : _____

SIGNATURE : _____

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3.0	CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT		
3.1	CONTRACT TERM		
3.1.1	The term of this agreement shall be for 3 years, commencing on September 1, 2011 and unless otherwise provided herein, terminating on August 31, 2014.		
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of 2 years in one (1) year increments and will advise the bidder in writing of their intentions, no later than 60 days prior to August 31, 2014.		
3.1.3	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a second year ending August 31, 2015.		
3.1.4	Bidders must state if your company would agree to extending this contract with the same terms and conditions for a third year ending August 31, 2016.		
3.2	PRICING		
3.2.1	Bidders must complete the pricing section which is installed using the setup.exe file - Appendix C (see Section 9.0 - Installation Instructions).		
3.2.2	Bidders must print and sign all worksheets.		
3.2.3	All charges must be included in the cost of the item. Prices quoted must be for goods and services exactly as specified and in Canadian funds, unless otherwise indicated.		
3.2.4	Prices must include delivery, F.O.B. destination. NO AWARDS WILL BE MADE TO FIRMS QUOTING FREIGHT EXTRA.		
3.2.5	Prices must remain in effect for the initial 3 year term of the contract, commencing on September 01, 2011 and ending August 31, 2014.		
3.3	TAXES		
3.3.1	HST: Where applicable, Harmonized Sales Tax must be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
3.4	INVOICING/PAYMENT TERMS		
3.4.1	All invoices must be sent to the Thames Valley District School Board, 1250 Dundas Street, London, Ontario N5W 5P2. Attention: Accounts Payable.		
3.4.2	Applicable taxes must be shown as separate line items on all invoices.		
3.4.3	Bidders should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.4.3.1	Bidders should state percentage discount for early payment and net payment terms.		
3.4.4	Purchase order numbers must be stated on all invoices; invoices without will be returned unpaid.		

FIRM NAME : _____

SIGNATURE : _____

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4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	QUALITY		
4.1.1	The successful bidder(s) must carry out all work to the satisfaction of the TVDSB. All trade work is to be performed by appropriately certified staff.		
4.2	REQUIREMENTS		
4.2.1	The requirements are detailed in Worksheet B.		
4.3	IMPLEMENTATION		
4.3.1	Bidder(s) should outline an implementation schedule in Appendix B.		
4.3.2	Bidder(s) should state penalty for failure to meet implementation schedule in Appendix B.		
4.3.3	Penalties stated in Appendix B will apply for failure to meet implementation dates. The penalty should be stated.		
4.4	PRESENTATION		
4.8.1	Qualified bidders may be required to make a presentation at the bidders' own expense or arrange a visit for the evaluation committee to an existing installed location that matches the requirements of the bid. No bid alterations will be allowed. Notification will be given to qualified bidders as to time and place.		

FIRM NAME : _____

SIGNATURE : _____

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5.0	TERMS AND CONDITIONS		
5.1	GENERAL TERMS AND CONDITIONS		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 120 days.		
5.1.2	A bidder who has already submitted a bid may submit an addendum in writing and signed by the bidder at any time up to the official closing time. No facsimiles shall be accepted. The last submission shall supercede and invalidate all previous submissions by that bidder as it applies to this bid. Addenda must be submitted to the "Tenders Clerk" in the same manner and within the same time constraints as the bid submission.		
5.1.3	A bidder 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 the "Tenders Clerk" in the same manner and within the same constraints as a bid submission.		
5.1.4	The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB to any firm or individual who submits a bid.		
5.1.5	The bidder must have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable bidder.		
5.1.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful bidder(s) within 30 days of the award if in the opinion of the TVDSB the successful bidder(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the bidder		
5.1.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB 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 the TVDSB to any bidder for any expense, cost, loss or damage incurred or suffered by the bidder as a result of such withdrawal.		
5.1.9	All costs associated with the preparation of the bid submission will be solely the responsibility of the bidder.		

FIRM NAME : _____

SIGNATURE : _____

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5.1.10	The TVDSB reserves the right to decline or purchase one or all items in this bid from one supplier or from multiple suppliers.		
5.1.11	All of the terms and conditions of this bid are deemed to be accepted by the bidder and incorporated into the bidder's proposal submission. It is the TVDSB's intention that the Terms and Conditions stated in this bid and the successful bidder's response to this bid will form the contract between TVDSB and the successful bidder(s). Any conflict in the wording of the bidder's invoice and/or sales agreement and the wording of the terms and conditions of this proposal, shall be resolved in favour of the TVDSB and shall be deemed to be incorporated into the bidder's invoice and/or sales agreement.		
5.1.12	The successful bidder(s) must not at any time subcontract any portion of its contract with the TVDSB nor shall it assign the contract without the written permission of the TVDSB. The successful bidder(s) must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		
5.1.13	While the TVDSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the TVDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed in this bid document.		
5.1.14	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of bid acceptance request a bidder to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the TVDSB. All bidders agree to provide all such additional information as, and when requested, at their own expense, provided no bidder in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.		

FIRM NAME : _____

SIGNATURE : _____

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5.1.15	All TVDSB policies, procedures and regulations must be adhered to by the successful bidder(s).		
5.1.15.1	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		
5.1.15.2	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.15.3	The successful bidder(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB and each school.		
5.1.16	The successful bidder(s) will reimburse the TVDSB for any damages through negligence or willful acts of any of the successful bidder(s)' employees or contracted staff.		
5.1.17	The successful bidder(s)' employees and contracted staff shall not be considered TVDSB employees and shall not represent themselves as an agent of the TVDSB nor be eligible for any of the benefits provided to TVDSB employees.		
5.1.18	The TVDSB reserves the right to demand the removal of any successful bidder's employees or contracted staff engaged in this contract if, in the TVDSB's opinion, their conduct has been of an unacceptable nature.		
5.1.19	The successful bidder(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the bidder's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.		
5.1.20	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		
5.1.21	The acceptance of the bid by the successful bidder and the award of the contract contemplated by this bid document is subject to approval of the Board of Trustees.		

FIRM NAME : _____

SIGNATURE : _____

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5.2	CANCELLATION OF CONTRACT / LOSS OF SERVICE		
5.2.1	The TVDSB reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful bidder(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful bidder(s) shall remain responsible for its obligations under this contract up to the date of termination. The TVDSB reserves the right to commence an action in a court of competent jurisdiction against the successful bidder(s) for damages that result from the breach of the terms and conditions of the contract, by the successful bidder(s).		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful bidder(s) under the contract the total outstanding amount from time to time and for all damage claims by the TVDSB or any third parties arising out of this contract which have not been resolved by the successful bidder(s) or its insurer.		
5.2.3	The TVDSB reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful bidder(s) for any indebtedness of the supplier that may impact on the TVDSB.		
5.2.4	The successful bidder(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful bidder(s), the TVDSB's staff or third party interruptions.		
5.2.5	In the event that the successful bidder(s) becomes insolvent, and/or the successful bidder(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the TVDSB shall have the right to replace the successful bidder(s) with another service provider suitable to the TVDSB in addition to all of its other rights pursuant to the term of this bid.		
5.3	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT		
5.3.1	Bidders agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the TVDSB shall be subject to disclosure pursuant to an application pursuant to a Municipal Freedom of Information and Protection of Privacy Act request for disclosure. Notwithstanding that a bid submission or an addendum may contain a trade secret of the bidder, intellectual property right of the bidder, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.		

FIRM NAME : _____

SIGNATURE : _____

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5.3.2	A bidder specifically consents to the disclosure of any and all information contained in their bid submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the bidder assigns all right, title and interest that they have in the bid submission, and any addendum to the TVDSB, including the right to copy and/or publish the same as the TVDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.		
5.3.3	All bidders agree not to disclose any information provided by the TVDSB in this bid document to any third party without the written consent of the TVDSB.		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.4	PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT		
5.4.1	The Bidder represents and warrants that if the bidder is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the Bidder will be solely responsible for compliance with such legislation. Without limitation, the Bidder represents and warrants that if the Bidder is subject to the Personal Information Protection and Electronics Act, S.C. 2000, c.5, including any amendments thereto ("PIPEDA"), the Bidders shall ensure PIPEDA compliance of:		
5.4.2	All PIPEDA Protected Information the Bidder collects directly from the individual or indirectly from the Board or others		
5.4.3	All PIPEDA Protected Information the Bidder uses or discloses in the course of responding hereto or in performing its obligation under any subsequent agreement and,		
5.4.4	All PIPEDA Protected Information the Bidder transfers or discloses to the Board		
5.4.5	For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.		
5.4.6	The successful bidder must enter into the TVDSB Agreement Regarding the Security of Personal Information and Confidential Records, and Non-Disclosure. A copy of this agreement is provided on Worksheet F.		
5.5	HUMAN RIGHTS AND CHILD LABOUR LAWS		
5.5.1	Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB. Bidders wishing to do business with the TVDSB are asked to promote the purchase of goods from companies that operate in full compliance with the laws of their respective countries and with all applicable child labour laws, rules and regulations related to hiring, wages, hours worked, overtime and working conditions.		
5.5.2	Bidders should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.5.3	For bidders information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.5.3.1	http://www.ilo.org		
5.6	HEALTH, SAFETY REGULATIONS		

FIRM NAME : _____

SIGNATURE : _____

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5.6.1	All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) must be completely assembled and must bear label showing approval of assembly prior to delivery. The TVDSB shall not accept any equipment that has not been inspected and approved. If not so approved, the TVDSB reserves the right to invoice the successful bidder(s) for the cost of certification/replacement.		
5.6.2	Every person who supplies any machine, device, tool, equipment or service to the TVDSB must ensure that the machine, device, tool, equipment or service complies with the Occupational Health and Safety Act and Regulations of Industrial Establishments. The burden of proof rests with the supplier.		
5.6.3	The Ministry of Education and Training and the Ministry of Health provides regulations specifying which substances/ products are not acceptable. If applicable, the successful bidder(s) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.		
5.6.4	The Occupational Health and Safety Act describes the responsibilities of an employer. The TVDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHIMS in accordance with Occupational Health and Safety Act Regulations. They must adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		

FIRM NAME : _____

SIGNATURE : _____

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5.7	WORKPLACE SAFETY AND INSURANCE BOARD		
5.7.1	The successful bidder(s) must ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.		
5.7.2	The successful bidder(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. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.7.3	All workplace injuries or accidents on TVDSB property must be reported by the successful bidder(s) to the TVDSB's representative within 24 hours.		
5.8	COMMERCIAL LIABILITY INSURANCE		
5.8.1	The successful bidder(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each bidder must state if it has Commercial General Liability Insurance Coverage.		
5.8.2	Each bidder should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$5 million per occurrence 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. If the bidder does not presently have \$5 million per occurrence of Commercial Liability Insurance coverage, the bidder 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 \$5 million per occurrence from the commencement of the contract should the contract be awarded to the bidder. The successful bidder(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.8.2.1	This liability policy shall contain the following coverage:		
5.8.2.2	Personal Injury & Property Damage		
5.8.2.3	Non-Owned Automobile Liability		
5.8.2.4	Owners and Contractors Protective Coverage		
5.8.2.5	Contractual Liability		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.8.2.6	Broad Form Property Damage		
5.8.2.7	Products & Completed Operation Insurance		
5.8.2.8	Contingent Employees Liability		
5.8.2.9	Cross Liability Clause and Severability of Interest Clause		
5.8.3	Upon an award to the successful bidder(s) by the TVDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damages and personal injuries, including accidental death, caused by the successful bidder(s) or its employees or subcontractors during the performance of its obligations under the contract.		
5.8.4	The successful bidder(s) agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB 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 bidder(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		

FIRM NAME : _____

SIGNATURE : _____

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5.9	MOTOR VEHICLE LIABILITY INSURANCE		
5.9.1	Bidders must state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		
5.9.2	In the event of an affirmative answer to 5.9.1, the successful bidders must be covered by Automobile Liability Insurance through the term of the Contract. If the bidder's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the bidder. Each bidder must state if it or its employees or subcontractors have Automobile Liability Insurance Coverage. Sub clauses also subsection 5.9.3 to subsection 5.9.4 applies to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.		
5.9.3	Bidders 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 \$1million 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 bidder does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the bidder 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 bidder. The successful bidder(s) further agrees to maintain that good standing throughout the term of the contract.		
5.9.3.1	The TVDSB reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage:		
5.9.3.2	Third Party Liability Coverage in the form of OAP-1		
5.9.4	Upon an award to the successful bidder(s) by the TVDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damage and personal injuries, including accidental death, caused by the successful bidder(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.		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.9.5	The successful bidder(s) agrees to indemnify, hold harmless, and defend, the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful bidder(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		
5.10	PROFESSIONAL LIABILITY INSURANCE		
5.10.1	Bidders 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:		
5.10.1.1	\$2,000.000.00 claim limit		
5.10.1.2	\$4,000.000.00 project limit		
5.10.1.3	\$8,000.000.00 aggregate limit		
5.10.1.4	For liability arising at law for damages caused by reason of professional negligence. If the bidder does not presently have the coverage as set out aforesaid, the bidder 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 bidder. The successful bidder(s) further agrees to maintain that good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage anything through the duration of the contract.		
5.10.2	The TVDSB reserves the right to request that a bidder provide a complete copy of the bidder's professional liability policy to the evaluation committee for review to allow the committee to satisfy itself that the policy provides coverage satisfactory to the TVDSB.		
5.10.3	Upon the award to the successful bidder(s) by the TVDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above mentioned caused by the actions of the successful bidder(s) or its employees, or subcontractors, during the performance of its obligations under the contract.		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.10.4	The successful bidder(s) agree to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable arising out of the professionally negligent or willful acts on the part of the successful bidder(s) or any of its representatives, employees or subcontractors in the execution of the work performed.		
5.10.5	Notwithstanding that the parties shall enter into a Standard Form Contract for each project the successful bidder(s) acknowledges that the TVDSB does not agree to indemnify the successful bidder(s) in the event of any claim against the successful bidder(s) in any way arising out of or related to the successful bidder(s) duties and responsibilities pursuant to the Standard Form Contract initiated by a non-party to the Standard Form Contract, and arising from a claim commenced by the TVDSB whether or not the indemnity applies to the extent that the non-party claim exceeds the amount of insurance coverage.		
6.0	BIDDER PROFILE		
6.1	REFERENCES		
6.1.1	New bidders must provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. The reference must contain the following information:		
6.1.1.1	Reference 1 - Company Name:		
6.1.1.2	Reference 1 - Address:		
6.1.1.3	Reference 1 - Contact Name:		
6.1.1.4	Reference 1 - Phone Number:		
6.1.1.5	Reference 1 - Fax Number:		
6.1.1.6	Reference 1 - e-mail address:		
6.1.1.7	Reference 2 - Company Name:		
6.1.1.8	Reference 2 - Address:		
6.1.1.9	Reference 2 - Contact Name:		
6.1.1.10	Reference 2 - Phone Number:		
6.1.1.11	Reference 2 - Fax Number:		
6.1.1.12	Reference 2 - e-mail address:		
6.1.1.13	Reference 3 - Company Name:		
6.1.1.14	Reference 3 - Address:		
6.1.1.15	Reference 3 - Contact Name:		
6.1.1.16	Reference 3 - Phone Number:		
6.1.1.17	Reference 3 - Fax Number:		
6.1.1.18	Reference 3 - e-mail address:		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
6.2	ADMINISTRATION & ORGANIZATION		
6.2.1	Bidders should include an organizational chart.		
6.2.2	The TVDSB reserves the right at any time after the closing date, to request from any bidder evidence of its financial standing and stability, including that of each of its officers, directors and principals. All bidders agree to provide at their own expense all such above-related information as may be requested by the TVDSB within four (4) days of the date of any such request.		
6.2.3	Bidders are required to list any and all pending or ongoing legal claims or disputes where the bidder could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.		
6.2.4	Bidders should state if the staff involved in the execution of this contract are employees or sub-contractors.		
7.0	BID SUBMISSION		
7.1	BIDDER'S RESPONSE GUIDE		
7.1.1	Each bid submission should be structured using only the criteria identified in this bid document. When submitting bids, bidders should use the same numbering format, as on this bid document.		
7.1.2	The bid submission must include:		
7.1.2.1	Printed and signed copies of all Appendices		
7.1.3	One Diskette or CD with file names:		
7.1.3.1	Worksheet A: Terms and Conditions Response in Excel format - Electronic response required		
7.1.3.2	Worksheet B: Requirements in Excel format - Electronic response required		
7.1.3.3	Worksheet C: Pricing in Excel format - Electronic response required		
7.1.4	It is the bidders responsibility to ensure the that the necessary "files" are on the diskette or CD.		
7.1.5	Failure to respond in electronic format will deem the bid noncompliant.		
7.1.6	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.6 - Labelling Instructions).		
7.1.7	Bidders' submissions should include page numbers for ease of reference by committee members.		
7.1.8	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		
7.1.9	Supplemental materials will not qualify as substitutes for direct responses to the bid's requirements unless specifically requested.		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
8.0	AWARD		
8.1	EVALUATION PROCESS		
8.1.1	An evaluation committee will be established to evaluate bid submissions.		
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		
8.1.3	Ability to supply the requirements identified in Appendices and other relevant sections.		
8.1.4	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the evaluation criteria shown in Worksheet D - Criteria & Weighting.		
8.1.8	Compliant bidders may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted. Notification will be given to qualified bidders as to the time and place. The presentation shall be at the expense of the bidder.		
8.1.9	Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.		
8.1.10	The determination of equal quality will be based on our internal professional opinions.		
8.1.11	In the event of a tie score the TVDSB will resolve the tie by a draw. The names of the tie bidders will be entered into the draw. All parties will have representation when the draw takes place.		
8.2	AWARD AND NOTIFICATION OF CONTRACT		
8.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been made:		
8.2.1.1	www.tvdsb.ca		
8.2.1.2	"Board"		
8.2.1.3	"Purchasing"		
8.2.1.4	"Bids"		
8.2.1.5	Scroll to the end of the document, click "Proceed to inquiry/download page".		
8.2.1.6	Proceed to the Bid, click		
8.2.1.7	"Results - Check Mark"		
8.2.1.8	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
8.3	DEBRIEFING		
8.3.1	Not later than 60 Days following the date of posting of a contract award notification in respect of the RFP, a Bidder may contact the Buyer requesting a debriefing from the TVDSB, and the TVDSB shall conduct such debriefing in accordance with the requirements of the Ontario Supply Chain Guideline.		
8.3.1.2	Any request that is not timely received will not be considered and the Bidder will be notified in writing.		
8.3.1.3	Bidders should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until such time as a contract award notification has been posted.		
8.4	BID PROTEST PROCEDURE		
8.4.1	In the event that a Bidder wishes to review the decision of the TVDSB in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Bidder shall submit a protest in writing to the TVDSB within 10 Days from such a debriefing.		
8.4.2	Any protest in writing that is not timely received will not be considered and the Bidder will be notified in writing.		
8.4.3	A protest in writing shall include the following:		
8.4.2.1	A specific identification of the provision and/or procurement procedure that is alleged to have been breached;		
8.4.2.2	A specific description of each act alleged to have breached the procurement process;		
8.4.2.3	A precise statement of the relevant facts;		
8.4.2.4	An identification of the issues to be resolved;		
8.4.2.5	The Bidder's arguments and supporting documentation; and		
8.4.2.6	The Bidder's requested remedy.		
	Todd Springer Purchasing Department	Tracy Grant Chairperson	

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.0	ELECTRONIC BIDDING INSTRUCTIONS		
9.1	DOWNLOADING BID DOCUMENTS		
9.1.1	All documents are available from the TVDSB Web Site at www.tvdsb.on.ca		
9.1.2	Click "Purchasing - Bids" icon		
9.1.3	Click "Electronic Bidding Instructions, Bid Download and Bid Results" or "Bids"		
9.1.4	Read instructions		
9.1.5	Click "Proceed to Inquiry/Download page"		
9.1.6	Click on the "Name of the Bid" to view documents in PDF format.		
9.1.7	Click on the "NEW" logo to download the executable files for preparing and submitting your bid.		
9.1.8	All bid files are available for downloading at no charge from the TVDSB web site.		
9.2	PRINTING COPIES OF BID DOCUMENTS		
9.2.1	To print a working copy of any bid document - Click on the "name of the Bid" to print documents in PDF format.		
9.3	COMPUTER SYSTEM REQUIREMENTS		
9.3.1	To use the electronic system, bidders must have the following equipment:		
9.3.1.1	Microsoft Windows, version 9.5 or greater		
9.3.1.2	2.5 MB available hard drive space		
9.3.1.3	3 ½ 1.44 MB diskette drive or CD Burner.		
9.4	INSTALLATION OF BID PROGRAM ONTO YOUR COMPUTER:		
9.4.1	The TVDSB has made every effort to ensure the files are free of any virus and are functional. However, in safe computing practice, you are responsible for checking the files on your own virus checker to ensure it is free of any virus.		
9.4.2	Download the executables from our Web Site as shown above. Double click on the "NEW" logo for the executable file. Follow the instructions.		
9.4.3	The bid files are installed into a default directory called C:\LBTENDER. When the installation process is complete, a box will appear with a "Remove Thames Valley District School Board Tender icon"; please close this box. When the setup is complete, click close.		
9.4.4	To begin the Bid Program:		
9.4.4.1	Go to Windows Explorer		
9.4.4.2	Click on C:\ drive		
9.4.4.3	Open the folder "lbtender"		
9.4.4.4	The following file will be installed in the C:\lbtender directory:		
9.4.4.5	Appendices345.xls		
9.4.5	To start the process open the Excel files and complete as instructed.		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.5	THE RETURN DISKETTE OR CD:		
9.5.1	After all bids have been entered:		
9.5.1.1	Copy the all Appendixes to either a 3.5" Diskette or CD using your company's standard CD Writing program.		
9.5.1.2	Check to ensure that the "files" are on the diskette or CD. Without these files we will not be able to download your bid.		
9.5.1.3	Be sure to label your diskette or CD with company name and signature.		
9.6	LABELLING OF ENVELOPE AND DISK		
9.6.1	ADDRESS BID ENVELOPE AS SHOWN BELOW:		
9.6.2	From - Company Name & Address		
9.6.3	To:OFFICE OF THE TENDERS CLERK		
9.6.4	Thames Valley District School Board		
9.6.5	EDUCATION CENTRE,		
9.6.6	1250 Dundas Street,		
9.6.7	LONDON, Ontario		
9.6.8	N5W 5P2		
9.6.9	Benefits Consulting		
9.6.10	Bid 345		
9.6.11	Return Date: Monday, May 2, 2011 12:00:00 local time		
9.7	PLEASE AFFIX LABEL ON DISK AS SHOWN BELOW:		
9.7.1	THAMES VALLEY DISTRICT SCHOOL BOARD		
9.7.2	Benefits Consulting		
9.7.3	Bid 345		
9.7.4	Return Date: Monday, May 2, 2011 12:00:00 local time		
9.7.5	Signature:		
9.7.6	Firm Name:		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
10.0	SIGNATURE PAGE		
10.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		
10.2	I hereby acknowledge and agree that I have read and completed all of the preceding Contract Terms and Conditions and all Appendices. All required Appendices are included in our bid submission.		
10.3	I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:		
10.4	NAME (Please print):		
10.5	TITLE:		
10.6	SIGNATURE:		
10.7	FIRM NAME:		
10.8	State the legal entity that your organization operates under:		
10.8.1	Proprietorship		
10.8.2	Partnership		
10.8.3	Corporation		
10.9	If your organization is incorporated, bidders must state the jurisdiction in which the corporation was originally incorporated in:		
10.9.1	Name of each individual Partner or Correct Legal Name of Corporation:		
10.9.2	E-MAIL ADDRESS:		
10.9.3	ADDRESS:		
10.9.4	INTERNET ADDRESS:		
10.9.5	TELEPHONE NO.:		
10.9.6	FAX NO.:		
10.10	If subcontracting, bidders must provide the correct legal name for any sub contractor, their full personal name and address, telephone number, fax number, as well as the name(s) of appropriate contact persons (with whom the TVDSB may consult regarding this bid with whom the bidder enters into a contract(s) with to carry out any portion of this contract:		
10.10.1	Firm Name:		
10.10.2	Firm Address:		
10.10.3	Telephone Number:		
10.10.4	Fax Number:		
10.10.5	E-MAIL ADDRESS:		

FIRM NAME : _____

SIGNATURE : _____

ITEM NO	DESCRIPTION WORKSHEET B - REQUIREMENTS	RESPONSE	COMMENT
B1	SCOPE OF SERVICES		
B1.1	Ongoing services:		
B1.1.1	Annual Planning meeting.		
B1.1.2	Review of program costs, design, funding and administration.		
B1.1.3	Assistance in cost-containment and reviewing costs of alternate benefit arrangements.		
B1.1.4	Advice on trends, legislative change, opportunities to manage costs.		
B1.1.5	Assertive monitoring of carrier and provider services.		
B1.1.6	Quarterly review of claims experience, advice on developing trends and costs.		
B1.1.7	Review for accuracy of all associated benefit documentation, such as group insurance contracts, employee final draft booklets, and announcement letters.		
B1.1.8	Advice on benefits administration.		
B1.1.9	Assistance in resolving unusual or important claims or administration issues with our benefit providers or other service providers.		
B1.1.10	Assistance in complying with government submissions and requirements, such as EI plan registration.		
B1.1.11	Recommendation to go out to market.		
B1.1.12	Assistance with union negotiations in the form of cost projections and alternative designs and costings.		
B1.2	Financial and Renewal:		
B1.2.1	Annual verification and assessment at least 60 days before renewal of the appropriateness and competitiveness of the underwriting arrangements, the insurer's renewal terms, current and future required reserve levels, and recommendation for changes where necessary.		
B1.2.2	Advice on managing costs and strategies.		
B1.2.3	Analysis of financial results along with comments including budget projections.		
B1.3	Excluded Services		
B1.3.1	Claims audits.		
B1.3.2	Disability management projects.		
B1.3.3	Complete plan redesign.		
B1.3.4	Marketing of benefits plan and implementation with any new carrier. (See B1.4)		
B1.3.5	Actuarial valuations of benefit obligations.		
B1.3.6	Communications projects.		
B1.3.7	Training.		
B1.3.8	Any one-time identifiable projects.		
B1.3.9	Employee meetings.		
B1.4	Marketing / development of benefits plan.		
B1.4.1	The successful bidder may be asked to assist the TVDSB with the development of a Request For Proposal document to be issued to benefit providers, the subsequent evaluation of the proposal submissions and summarization of the results. This would include:		
B1.4.1.1	Reviewing all aspects of the TVDSB's current group benefit plans and programs including the contract agreements, underwriting, financial arrangements, administration and communications.		
B1.4.1.2	Make specific recommendations to the TVDSB with regard to the current benefit programs.		
B1.4.1.3	Prepare and make recommendations for detailed specifications for the purpose of inviting tenders for group benefit service providers.		
B1.4.1.4	Attend presentations by prospective bidders		
B1.4.1.5	Assist as required with the implementation of the successful group benefits service providers.		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO	DESCRIPTION WORKSHEET B - REQUIREMENTS	RESPONSE	COMMENT
Bidders' responses to B2.1 through B2.5 must not exceed 10 pages in total (8½" x 11"). Any additional information submitted will not be reviewed. Bid submissions should be structured using only the criteria identified in this bid document. When submitting bids, bidders should use the same numbering format as on this bid document. Any additionally requested documents, reports and all certificates are in addition to the 5 pages.			
B2			
B2.1 DESCRIPTION OF BENEFITS CONSULTING SERVICES			
B2.1.1	The services described in Section B1 Scope of Services provide for benefits consulting services.		
B2.1.2	Bidders must explain in concise detail the services to be offered.		
B2.1.3	Bidders must structure and describe a work plan (addressing Section B2.1.2) for the services being provided.		
B2.2 IMPLEMENTATION			
B2.2.1	Bidders must include an implementation timetable.		
B2.2.2	Bidders must clearly state the roles and responsibilities of the vendor and the expected involvement of TVDSB personnel during the implementation period.		
B2.2.3	Bidders must outline a suggested time frame for ongoing meetings or correspondence with the TVDSB.		
B2.2.4	Bidders must include any and all support and implementation services your company will provide relevant to the support role envisioned.		
B2.3 QUALITY			
B2.3.1	Bidders must outline Quality Assurance practices to ensure staff capabilities.		
B2.4 STAFFING			
B2.4.1	Bidders must include information indicating the qualifications, licenses and/or certifications of staff members delegated to provide the services.		
B2.4.2	Bidders must include the employment relationship between the vendor and staff, and note whether professional employees are on staff or working on a contract basis.		
B2.4.3	The successful bidder(s) will carry out all work in a professional manner, adhere to the code of ethics as per their professional associations or accreditation board and to the satisfaction of the TVDSB. Include any corporate statement of ethics.		
B3 REPORTING			
B3.1	Bidders must provide examples of reports which are available to the TVDSB.		
B4 RECORD KEEPING			
B4.1	The TVDSB is entitled to copies of reports prepared by the successful bidder for the TVDSB under this Agreement, contracts between the TVDSB and their carriers/administrators to the extent such contracts are in the successful bidder's possession and control, and written communications between the successful bidder and TVDSB's insurance carriers to the extent such communications pertain to the Services.		
B4.2	The TVDSB agrees that the successful bidder may destroy paper copies of any correspondence and documents, and retain only digital images thereof.		
B5 CONFIDENTIALITY			
B5.1	Each party to this Agreement is likely to disclose information to the other party from time to time in the course of the provision of the Services. The party receiving the information ("the receiving party") will not divulge or communicate it to any person other than in connection with the provision of the Services or as otherwise provided for in this Agreement. This restriction does not apply to information which (a) the receiving party must by law or legal process disclose, (b) is either already in the public domain or enters the public domain through no fault of the receiving party, (c) is available to the receiving party from a third party who, to the receiving party's knowledge, is not under any non-disclosure obligation to the disclosing party, or (d) is independently developed by the receiving party without reference to any confidential information of the disclosing party.		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO	DESCRIPTION WORKSHEET B - REQUIREMENTS	RESPONSE	COMMENT
B6 ADMINISTRATION			
B6.1	The selected vendor's administrative operations will adhere to all legal and ethical requirements of sound business practices.		
B6.2	Both the TVDSB and the vendor shall designate one individual to be the primary point of contact for the duration of the contract . For the TVDSB this will be the Manager of Human Resource Services, Teaching Staff: Secondary.		
B7 PROVISION OF INFORMATION AND ASSISTANCE			
B7.1	The TVDSB will provide all necessary cooperation to enable successful bidder to provide the Services.		
B7.2	The TVDSB acknowledges that successful bidder's ability to provide the Services is dependent on successful bidder having access to (and being able to spend time with) employees of the TVDSB and other individuals (including third parties such as the TVDSB's other advisers) and also on successful bidder being provided with (and continuing to receive) complete, accurate, up-to-date and timely documentation and information.		
B7.3	The TVDSB agrees that successful bidder shall use all information and data supplied by or on behalf of the TVDSB without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to successful bidder at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, or if adequate access as described in the previous paragraph is not provided, then successful bidder will not be responsible for any delays or liability arising therefrom, and will be entitled to charge the TVDSB in respect of any resulting additional work actually carried out.		
B8 CONFLICTS OF INTEREST			
B8.1	The successful bidder will notify the TVDSB of any conflict of interest in respect of the provision of the Services as soon as is practicable after the successful bidder staff providing the Services become aware of it. The TVDSB acknowledges that successful bidder might currently or may in the future provide advice or services to other TVDSBs under circumstances which could potentially lead to conflicts of interest (such as when such other TVDSB is in the TVDSB's business sector, including competitors of the TVDSB, or has commercial or other relationships with the TVDSB, such as acting on behalf of the trustees of pension plans in which the TVDSB participates), and successful bidder agrees that in these instances successful bidder shall abide by non-disclosure procedures (such as firewall protocols and other safeguards) to ensure that all confidences are protected.		
B9 INSURERS AND OTHER SERVICE PROVIDERS			
B9.1	The successful bidder does not act on behalf of any insurer or other service provider, is not bound to utilize any particular insurer or service provider, and does not have the authority to make binding commitments on behalf of any insurer or service provider. In addition, successful bidder does not guarantee or make any representation or warranty that coverage or service can be placed on terms acceptable to the TVDSB. The successful bidder is not responsible for the solvency or ability to pay claims of any insurance carrier or for the solvency or ability of any service provider to provide service. Insurance carriers or service providers with which your risk or business is placed at the TVDSB's direction will be deemed acceptable to the TVDSB, in the absence of contrary instructions from the TVDSB.		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO	DESCRIPTION WORKSHEET C - COST PROPOSAL	COST	COMMENT
C1.1	The vendor shall submit cost proposals based on the services outlined in this document.		
C1.1.1	Annual remuneration for core service		
C1.1.2	Cost per service charges:		
C1.1.2.1	Assistance in the development and evaluation of a Request for Proposal for a benefit provider. (See B1.4)		
C1.1.2.2	Comprehensive review of drug utilization (hourly rate structure) by employee group.		
C1.1.2.3	Claims audits.		
C1.1.2.4	Disability management projects.		
C1.1.2.5	Complete plan redesign.		
C1.1.2.6	Actuarial valuations of benefit obligations.		
C1.1.2.7	Communications projects.		
C1.1.2.8	Training.		
C1.1.2.9	Any one-time identifiable projects.		
C1.1.2.10	Employee meetings.		

FIRM NAME: _____

SIGNATURE: _____

**TVDSB - Purchasing Services
RFP 345 - Benefits Consulting
Evaluation Worksheet**

	CRITERIA	POSSIBLE	
		POINTS	SUB-POINTS
1	Information from References Performance Record	3	3
2	Ability to Meet Requirements	30	5 5 5 5 5
3	Costing	50	50
4	Bid Submission	3	1 1 1
5	Financial Stability	3	3
6	Freedom from potential legal liabilities	3	3
7	Presentation (if required)	8	2 2 2 2
TOTAL		100	

COMMENTS
1 possible point for each of three references
Annual planning meeting Assistance in cost-containment and reviewing costs of alternate benefit arrangements. Quarterly review of claims experience, advice on developing trends and costs. Advice on benefits administration. Assistance with union negotiations in the form of cost projections and alternative designs and costings. Annual verification and assessment at least 60 days before renewal of the appropriateness and competitiveness of the underwriting arrangements, the insurer's renewal terms, current and future required reserve levels, and recommendation for changes where necessary.
Total Life Cycle Cost
Format substantially followed Completeness of details provided Overall impression
Terms Section 6.2.2
Terms Section 6.2.3
Demonstrate value of services to TVDSB Detail of explanation of pricing model Understanding the needs of the groups in TVDSB Overall impact of presentation (organization, relevance of material presented)

TVDSB - Purchasing Services
RFP 345 - Benefits Consulting
Current TVDSB Benefit Structure

Employee Group	Number of EEs	Health	Dental	Life including AD&D	LTD
Administrative Staff	299	X	X	X	X
Elementary Teachers	3150	X	X	X	self - administer
Secondary Teachers	1712	X	X	X	self - administer
Custodial and Maintenance	693	X	X	X	self - administer
Secretarial and Clerical	399	X	X	X	self - administer
Educational Assistants	684	X	X	X	self - administer
Early Childhood Educators	67	X	X	X	self - administer
Continuing Education Teachers	115	X	X	X	N/A
Principals and Vice Principals	297	X	X	X	X
Senior Administration	45	X	X	X	X
Continuing Education Instructors	188	X	X	X	N/A
Childminders	16	X	X	X	N/A
Retirees	713	X	X	Life only	N/A

Note: All benefit plans administered by the Board are provided through Manulife Financial.



AGREEMENT REGARDING THE SECURITY OF PERSONAL INFORMATION AND CONFIDENTIAL RECORDS, AND NON-DISCLOSURE

This Mutual Agreement regarding the security of Personal Information and Confidential Records, and Non-Disclosure (the "Agreement") is made and entered into between Thames Valley District School Board, with its headquarters' address of 1250 Dundas Street, P.O. Box 5888, London, Ontario N6A 5L1 and

with its headquarters

_____ with
respect to the following.

A. DISCLOSURE

During the discussion of a possible business or contractual relationship between the parties or in the performance of contractual obligations, the parties may disclose information orally, in writing or by other means and media, to each other about their respective operations and business, including without limitation, computer programs, know-how, processes, ideas, inventions and business, financial and product development plans and strategies as well as any other information clearly communicated to the receiving party as confidential or proprietary and all of the afore-described information is essential to the disclosing party's conduct and operation of its business and which information is confidential and proprietary information to the disclosing party ("Personal and Confidential Information").

B. PERSONAL INFORMATION

The parties recognize the application of and responsibilities under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O., 1990, c.M-56 (MFIPPA) and Regulations thereunder, as amended from time to time, and to the collection, use and disclosure of personal information under the control of the Board. Personal information is as defined in Section 2 of the *Municipal Freedom of Information and Protection of Privacy Act*.

- a. The Receiving Party shall comply with all provisions of MFIPPA and all Board policies and procedures regarding the collection, use and disclosure of personal information under the control of the Board;
- b. Under no circumstances shall the Receiving Party disclose personal information under the control of the Board;
- c. The Receiving Party shall employ appropriate security measures, as determined by the Board in its sole discretion, to protect the confidentiality of the personal information in its possession but

under the control of the Board in if in the Receiving Party's possession as a result of the services being provided for the Board;

- d. Only those employees or agents employed by the Receiving Party who require access to personal information under the control of the Board for the purpose of performing their duties with respect to the services being provided to the Board shall be provided with access to such personal information;
- e. The Receiving Party shall either return or destroy, as determined by and in a manner to be determined by the Board in its sole discretion, any and all personal information under the control of the Board if in the Receiving Party's possession as a result of the services provided by the Receiving Party to the Board.

C. **COLLECTION BY RECEIVING PARTY**

The parties recognize the application of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5 (PIPEDA) and Regulations and Schedules thereunder, as amended from time to time, to the collection, use and disclosure of personal information for its own use and/or benefit.

- a. For the purpose of the application of the PIPEDA, the definition of personal information shall be as defined pursuant to PIPEDA.
- b. The Parties agree that at no time will the Receiving Party, for its own use and/or benefit collect, use or disclose personal information about and/or belonging to students of the Board.

D. **CONFIDENTIALITY**

The Board is willing to provide Personal and/or Confidential Information to the Receiving Party on the condition that the Receiving Party holds the Personal and/or Confidential Information in confidence on the terms and conditions hereinafter set forth.

NOW THEREFORE, in order to induce the Board to provide the Receiving Party with the Personal and/or Confidential Information and for other good and valuable consideration, the Receiving Party hereby warrants, represents and agrees as follows:

- a. Confidentiality - The party receiving Personal and/or Confidential Information ("Receiving Party") hereby agrees to hold in the strictest confidence any and all Personal and/or Confidential Information provided by Thames Valley District School Board (the Board).
- b. Non-Disclosure - The Receiving Party hereby agrees that neither it nor its employees or agents will reveal, duplicate, or otherwise make available the Personal or Confidential Information other than to its own employees or agents' employees who have a business need to know and other than is reasonably necessary for the purposes of this Agreement and the performance of contractual obligations under separate agreements.
- c. No License - Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Personal or Confidential Information disclosed to the Receiving Party.

- d. No Obligation - The furnishing of Personal and/or Confidential Information under this Agreement does not obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiations with any other party. However, no Personal or Confidential information provided to the Receiving Party may be shared with any other party without the expressed permission of the Board.
- e. Termination - This Agreement shall continue in effect until terminated by either party in writing. However, the obligations hereunder with respect to any disclosures made while this Agreement is in effect will continue indefinitely thereafter. The Receiving Party shall, upon request of the Board, return or destroy any and all of the Personal and/or Confidential Information provided by the Board that is or has been in its possession and shall retain no copies of the Board's Personal and/or Confidential Information other than one copy for archival purposes only, as required by law.
- f. Provisions Inapplicable - Personal and Confidential Information does not include information that:
 - i. is now, or in the future becomes, freely available to the public through no fault of or action by the Receiving Party;
 - ii. was in possession of the Receiving Party prior to the time of disclosure by the Board or that is independently acquired or developed by the Receiving Party without the aid, application or use of the Personal and/or Confidential Information;
 - iii. is obtained by Receiving Party in good faith without knowledge of any breach of a secrecy arrangement from a third party;
 - iv. is disclosed with the written approval of the Board; or
 - v. is required to be disclosed by law or court order; provided that the Board is notified thereof promptly in writing in order to allow the Board an opportunity to take reasonable steps in response thereto.

E. MISCELLANEOUS

- a. Personal and Confidential Information is provided on an "AS IS" basis. The Board makes no warranties, express or implied, with respect to the Personal and Confidential Information. The Board shall not be liable for any damages incurred by the Receiving Party arising out of the misuse, retention and/or disposal of Personal and/or Confidential Information provided to it by the Board. The Receiving Party shall be liable to the Board for any misuse, retention and/or wrongful disposal of Personal and/or Confidential Information loaned to it in the service of this contract.
- b. Failure of either party hereto to enforce at any time any provision of this Agreement or to exercise any right provided herein shall not in any way be construed to be a waiver of such provision or right nor in any way affect the validity of this Agreement or limit, prevent or impair the right of either party subsequently to enforce such provision or exercise such right.
- c. The Receiving Party agrees further that it will not without the prior written consent of the Board, directly or indirectly, in any manner whatsoever, including, without limitation, either individually or in conjunction with any other Person, as principal agent, shareholder, or in any manner whatsoever use the Personal and/or Confidential Information provided by the Board to carry on or be engaged in or be concerned with or interested in a business which is reasonably similar to the current or planned Business of the Recipient. (a "Competitive Business").

- d. This Agreement shall not be assigned by either party without the prior written consent of the other party.
- e. The Receiving Party agrees that improper disclosure by it of Personal and/or Confidential Information provided by the Board shall result in irreparable damages and that, in the event that the Board is required to bring an action to enforce the provisions of this Agreement, it shall be entitled to equitable relief, including a preliminary injunction, in addition to all other relief.
- f. In the event that either party hereto deems it necessary to pursue any proceedings to enforce the provision of this Agreement, the party prevailing in such proceedings shall be entitled to recover from the other party reasonable attorneys' fees, court costs and other expenses incurred therein.
- g. This Agreement shall be construed and enforced in accordance with the internal, substantive laws of the Province of Ontario, but without regard to conflicts of law principles thereof.

This Agreement is effective on the date that it is signed by

THAMES VALLEY DISTRICT SCHOOL BOARD _____

By: _____ **By:** _____

Signer's Printed Name: _____ **Signer's Printed Name:** _____

Title: _____ **Title:** _____

Effective Date: _____ **Effective Date:** _____