

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

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 RFP 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 184 schools with an estimated enrolment of 77,000 students.		
1.1	PURPOSE		
1.1.1	The purpose of this RFP document is to provide interested parties with sufficient information to enable them to prepare and submit RFPs for consideration by the TVDSB for design, tendering, construction and commissioning on Facility Services Projects or School renewal projects up to one million dollars, subject to the conditions herein. Consultants may also be responsible for studies, reports and building audits.		
1.1.2	This request for proposal is intended to select consultants in the following areas: a) Architectural 3-4 consultants b) Electrical 3-4 consultants c) Environmental 1-2 consultants d) Mechanical 3-4 consultants e) Roofing 1-2 consultants f) Structural 1-2 consultants		
1.1.3	It is the Boards intent to build partnerships with the selected consultants to design and construct individual projects for school renewal and renovations less than one million dollars.		
2.0	RFP DEFINITIONS AND INFORMATION		
2.1	DEFINITIONS		
2.1.1	The following words are used throughout this RFP document and consultants should note these conditions when completing their RFP submission.		
2.1.1.1	The word "MUST" shall mean consultants "must" include the required information in the RFP submission. Failure to include the required information will deem submission noncompliant.		
2.1.1.2	The word "SHOULD" shall mean consultants "should" include the required information in the RFP submission.		
2.1.1.3	The word "NONCOMPLIANT" shall mean the RFP submissions will be eliminated from further evaluation if the submission does not include the required information.		
2.1.1.4	The word "SUBCONSULTANT" shall mean a person, firm or company hired by the consultant(s) or the successful consultant(s) to perform any portion or all of this RFP.		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
2.1.1.5	The word "QUALIFIED" shall mean a consultant who is compliant and has included the required information in the RFP submission.		
2.1.1.6	RFP IRREGULARITY: A deviation between the requirements (terms, conditions, specifications, special instructions) of a RFP response for the purposes of this RFP; RFP 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.		
2.1.1.6.1	Major Irregularity: A deviation from the RFP request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the consultant could gain an unfair advantage over competitors. The TVDSB will reject any RFP submission which contains a major irregularity.		
2.1.1.6.2	Minor Irregularity: A deviation from the RFP request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the consultant would not gain an unfair advantage over competitors. The TVDSB may permit the consultant to correct a minor irregularity.		
2.2	STRUCTURE OF THIS RFP		
2.2.1	Consultants must use the electronic bidding file (readme.pdf) which is available on the internet at:		
2.2.1.1	www.tvdsb.on.ca		
2.2.1.2	"Purchasing Bids"		
2.2.1.3	"Electronic Bidding Instructions, Bid Download and Bid Results",		
2.2.1.4	Scroll to the end of the document, click		
2.2.1.5	"Proceed to inquiry/download page".		
2.2.1.6	Proceed to the RFP, click		
2.2.1.7	"New" Icon		
2.2.1.8	Appendices:		
2.2.1.9	Worksheet A: Terms and Conditions Response in Excel format		
2.2.1.10	Worksheet B: Scope of Work in Excel format		
2.2.1.11	Worksheet C: Fee Schedule in Excel format		
2.3	RETURN LOCATION		
2.3.1	Sealed RFP submissions must be returned to:		
2.3.2	"Tenders Clerk"		
2.3.3	Tenders Clerk's box, Basement level, Education Centre		
2.3.4	Thames Valley District School Board		
2.3.5	1250 Dundas Street		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
2.3.6	London, Ontario		
2.3.7	N5W 5P2		
2.3.8	The RFP submission envelope should show the RFP 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 RFP submission must be returned to the "Tenders Clerk" for your RFP submission to be accepted.		
2.3.10	Delivery to the "Tenders Clerk" is the responsibility of the consultant.		
2.3.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		
2.3.12	Late RFPs will be returned to the consultant, unopened, if a return address is included on the submission envelope.		
2.4	IMPORTANT DATES		
2.4.1	ISSUE DATE: Friday, February 6, 2009		
2.4.2	QUESTIONS: Friday, February 13, 2009		
2.4.3	ANSWERS TO QUESTIONS: Tuesday, February 17, 2009		
2.4.5	RETURN DATE and TIME: prior to 12:00:00 noon local time Friday, February 27, 2009		
2.4.6	PRESENTATION/DEMONSTRATION IF REQUIRED.		
2.5	QUESTIONS		
2.5.1	All questions pertaining to this RFP document are to be addressed to: Stacey Shoemaker, by Fax (519) 452-2399 or stacey.shoemaker1@tvdsb.on.ca no later than Friday, February 13, 2009. 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 consultants. All questions pertaining to this RFP document must be submitted in writing.		
2.5.2	Questions concerning the terms and conditions of the RFP 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: Stacey Shoemaker. The TVDSB will only be bound by written answers to questions.		
2.5.3	Answers to all questions will be posted to the TVDSB web site at www.tvdsb.on.ca		
2.5.3.1	"Purchasing Bids"		
2.5.3.2	"Electronic Bidding Instructions, Bid Download and Bid Results"		
2.5.3.3	Scroll to the end of the document, click		
2.5.3.4	"Proceed to inquiry/download page"		
2.5.3.5	Proceed to the RFP, click		
2.5.3.6	"Answers to Questions"		
2.5.3.7	View documents in PDF format.		
2.5.3.8	All RFP files are available for downloading at no charge from the TVDSB web site.		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
2.5.4	Should any questions raised by a consultant necessitate an addendum to this RFP document, the addendum will be posted to the TVDSB Web Site. See Section 2.5.3		
3.0	CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT		
3.1	CONTRACT TERM		
3.1.1	The term of this agreement shall be for three years, commencing on April 1, 2009 and unless otherwise provided herein, terminating on March 31, 2012.		
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of two years in one (1) year increments and will advise the consultants in writing of their intentions.		
3.1.3	Consultants must state if your company would agree to extending this contract with the same terms and conditions for a second year ending March 31, 2013.		
3.1.4	Consultants must state if your company would agree to extending this contract with the same terms and conditions for a third year ending March 31, 2014.		
3.2	PRICING		
3.2.1	Consultants must complete the pricing section in Worksheet C - Fee Schedule		
3.2.2	Consultants must print and sign the Worksheet A: Terms and Conditions.		
3.2.3	Prices must remain in effect for the initial three years term of the contract, commencing on April 1, 2009 and ending March 31, 2012.		
3.3	TAXES		
3.3.1	GST and PST: Where applicable, Goods and Services Tax, and Provincial Sales Tax must be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
3.4	SELECTION AND VOLUME OF WORK		
3.4.1	There is no guarantee of any specific volume of work to be given to consultants selected pursuant to the RFP.		
3.4.2	The Executive Officer, Facility Services and Capital Planning shall determine on a rotating basis the assignment of the consultant who in the Executive Officer's discretion is the most appropriate for the project in question having regard to the requirements of the project.		
3.5	INVOICING/PAYMENT TERMS		
3.5.1	All invoices must be sent to the Thames Valley District School Board, Facility Services, 951 Leathorne Street, N5Z 3M7 to the attention of the appropriate Project Coordinator.		
3.5.2	Applicable taxes must be shown as separate line items on all invoices.		
3.5.3	Consultants should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

348

5

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
3.5.4	Consultants should state percentage discount for early payment and net payment terms.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	REQUIREMENTS		
4.1.1	The proposals functional requirements are detailed in Worksheet B - Scope of Work.		
4.1.2	Consultants must submit a response to Worksheet B - Scope of Work which must be 10 pages (8 1/2" x 11" with the minimum font size of 10) or less in length.		
4.1.3	Consultants response should use the same numbering format in their 10 page response as Work Sheet B - Scope of Work.		
4.1.4	For each requirement as described in Worksheet B consultants must place a response in the appropriate column.		
4.2	PRESENTATION/INTERVIEW/DEMONSTRATION		
4.2.1	Qualified consultants may be required to make a presentation or attend an interview at the consultants' own expense. No RFP alterations will be allowed. Notification will be given to qualified consultants as to time and place.		
5.0	TERMS AND CONDITIONS		
5.1	GENERAL TERMS AND CONDITIONS		
5.1.1	Any response submitted to the RFP is IRREVOCABLE for 60 days.		
5.1.2	A consultant who has already submitted a RFP may submit an addendum in writing and signed by the consultant 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 consultant as it applies to this RFP. Addenda must be submitted to the "Tenders Clerk" in the same manner and within the same time constraints as the RFP submission.		
5.1.3	A consultant may withdraw the RFP 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 RFP submission.		
5.1.4	The issuance of this call for RFPs shall not constitute any obligation on the part of the TVDSB to any firm or individual who submits a RFP.		
5.1.5	The consultants should 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 consultant.		
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 RFP and any dispute arising out of the issuance of and response to this RFP.		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/WILL NOT COMPLY</i>	<i>COMMENT</i>
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful consultant(s) within 30 days of the award if in the opinion of the TVDSB the successful consultant(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 consultant.		
5.1.8	The lowest or any RFP submission may not necessarily be accepted. The TVDSB reserves the right to decline any or all RFP submissions, or to cancel the RFP 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 consultant for any expense, cost, loss or damage incurred or suffered by the consultant as a result of such withdrawal.		
5.1.9	All costs associated with the preparation of the RFP submission will be solely the responsibility of the consultant.		
5.1.10	All of the terms and conditions of this RFP are deemed to be accepted by the consultant and incorporated into the consultant's proposal submission. It is the TVDSB's intention that the Terms and Conditions stated in this RFP and the successful consultant's response to this RFP will form the contract between TVDSB and the successful consultant(s). Any conflict in the wording of the consultant's invoice 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 consultant's invoice.		
5.1.11	The successful consultant(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 consultant(s) must not, at any time, change subconsultants approved by the TVDSB without written permission of the TVDSB.		
5.1.12	While the TVDSB has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is contained solely as a guideline for consultants. The information is not guaranteed or warranted to be accurate by the TVDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve consultants from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/WILL NOT COMPLY</i>	<i>COMMENT</i>
5.1.13	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of RFP acceptance request a consultant to correct a minor irregularity with no change in RFP price. Items of non compliancy on any RFP submissions which do not strictly comply with the provisions, procedures and requirements of this RFP, 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 consultants agree to provide all such additional information as, and when requested, at their own expense, provided no consultant in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its RFP submission or in any way materially alter or add to the solution originally proposed.		
5.1.14	All TVDSB policies, procedures and regulations must be adhered to by the successful consultant(s).		
5.1.15	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		
5.1.16	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.17	The successful consultant(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB and each school.		
5.1.18	The successful consultant(s) will reimburse the TVDSB for any damages through negligence or willful acts of any of the successful consultant(s)' employees or contracted staff.		
5.1.19	The successful consultant(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.		
5.1.20	The TVDSB reserves the right to demand the removal of any successful consultant's employees or contracted staff engaged in this contract if, in the TVDSB's opinion, their conduct has been of an unacceptable nature.		
5.1.21	Employees of the successful consultant(s) providing services under this contract must check in at the main office of the School and/or Facility prior to commencement of work.		
5.1.22	The successful consultant(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the consultant's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.		
5.1.23	This RFP document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		
5.1.24	The acceptance of the RFP by the successful consultant and the award of the contract contemplated by this RFP document is subject to approval of the Board of Trustees.		
5.2	CANCELLATION OF CONTRACT / LOSS OF SERVICE		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.2.1	The TVDSB reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful consultant(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful consultant(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 consultant(s) for damages that result from the breach of the terms and conditions of the contract, by the successful consultant(s).		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful consultant(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 consultant(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 consultant(s) for any indebtedness of the supplier that may impact on the TVDSB.		
5.2.4	In the event that the successful consultant(s) becomes insolvent, and/or the successful consultant(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 consultant(s) with another consultant suitable to the TVDSB in addition to all of its other rights pursuant to the term of this RFP.		
5.3	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT		
5.3.1	Consultants agree that all documentation and information contained in any RFP 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 RFP submission or an addendum may contain a trade secret of the consultant, intellectual property right of the consultant, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.		
5.3.2	A consultant specifically consents to the disclosure of any and all information contained in their RFP 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 consultant assigns all right, title and interest that they have in the RFP 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.		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

348

9

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.3.3	All consultants agree not to disclose any information provided by the TVDSB in this RFP document to any third party without the written consent of the TVDSB.		
5.4	HUMAN RIGHTS AND CHILD LABOUR LAWS		
5.4.1	Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB. Consultants 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.		
5.4.2	Consultants should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.4.3	For consultants information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.4.3.1	http://www.ilo.org		
5.4.3.2	http://www.ilo.org/public/english/comp/child/policy/towards.htm		
5.5	WORKPLACE SAFETY AND INSURANCE BOARD		
5.5.1	If applicable to your firm, the successful consultant(s) should ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.		
5.5.2	If applicable the successful consultant(s) should 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 forty-five (45) days. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.5.3	All workplace injuries or accidents on TVDSB property must be reported by the successful consultant(s) to the TVDSB's representative within 24 hours.		
5.6	COMMERCIAL LIABILITY INSURANCE		
5.6.1	The successful consultant(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each consultant must state if it has Commercial General Liability Insurance Coverage.		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.6.2	Each consultant 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 \$2 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 subconsultants. If the consultant does not presently have \$2 million per occurrence of Commercial Liability Insurance coverage, the consultant 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 consultant. 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.		
5.6.2.1	This liability policy shall contain the following coverage:		
5.6.2.2	Personal Injury & Property Damage		
5.6.2.3	Non-Owned Automobile Liability		
5.6.2.4	Owners and Contractors Protective Coverage		
5.6.2.5	Contractual Liability		
5.6.2.6	Broad Form Property Damage		
5.6.2.7	Contingent Employees Liability		
5.6.2.8	Cross Liability Clause and Severability of Interest Clause		
5.6.3	Upon an award to the successful consultant(s) by the TVDSB, the successful consultant(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 consultant(s) or its employees or subconsultants during the performance of its obligations under the contract.		
5.6.4	The successful consultant(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 consultant(s) or any of its representatives or employees or subconsultants in the execution of the work performed or from defects in the equipment supplied.		
5.7	MOTOR VEHICLE LIABILITY INSURANCE		
5.7.1	Consultants must state if its own vehicles and/or those vehicles owned by its employees or subconsultants shall operate on the property of the TVDSB.		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.7.2	In the event of an affirmative answer to 5.6.1, the successful consultant must be covered by Automobile Liability Insurance through the term of the Contract. If the consultant's employees or subconsultants will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the consultant. Each consultant must state if it or its employees or subconsultants have Automobile Liability Insurance Coverage. Subsection 5.6.3 to subsection 5.6.4 applies to those employees or subconsultants who operate their own automobiles on the property of the TVDSB.		
5.7.3	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 \$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 subconsultants. If the bidder does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the consultant 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 consultant. The successful consultant(s) further agrees to maintain that good standing throughout the term of the contract.		
5.7.3.1	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:		
5.7.3.2	Third Party Liability Coverage in the form of OAP-1		
5.7.4	Upon an award to the successful consultant(s) by the TVDSB, the successful consultant(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 consultant(s) or its employees or subconsultants during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		
5.7.5	The successful consultant(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 consultant(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.8	PROFESSIONAL LIABILITY INSURANCE		
5.8.1	Consultants must 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:		
5.8.1.1	\$1,000.000.00 claim limit		
5.8.1.2	\$2,000.000.00 project limit		
5.8.1.3	\$4,000.000.00 aggregate limit		
5.8.1.4	For liability arising at law for damages caused by reason of professional negligence. If the consultant does not presently have the coverage as set out aforesaid, the consultant 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 consultant. The successful consultant(s) further agrees to maintain that good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage throughout the duration of the contract.		
5.8.2	The TVDSB reserves the right to request that a consultant provide a complete copy of the consultant'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.		
5.8.3	Upon the award to the successful consultant(s) by the TVDSB, the successful consultant(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 consultant(s) or its employees, or subconsultant, during the performance of its obligations under the contract.		
5.8.4	The successful consultant(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 consultant(s) or any of its representatives, employees or subconsultant in the execution of the work performed.		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.8.5	Notwithstanding that the parties shall enter into a Standard Form Contract for each project the successful consultant(s) acknowledges that the TVDSB does not agree to indemnify the successful consultant(s) in the event of any claim against the successful consultant(s) in any way arising out of or related to the successful consultant(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	CONSULTANTS PROFILE		
6.1	ADMINISTRATION & ORGANIZATION		
6.1.1	The TVDSB reserves the right at any time after the closing date, to request from any consultant evidence of its financial standing and stability, including that of each of its officers, directors and principals. All consultants 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.		
6.1.2	Consultants are required to list any and all pending or ongoing legal claims or disputes where the consultant could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.		
7.0	RFP SUBMISSION		
7.1	CONSULTANT'S RESPONSE GUIDE		
7.1.1	Each RFP submission should be structured using only the criteria identified in this RFP document. When submitting the RFP, consultants should use the same numbering format, as on this RFP document.		
7.1.2	The RFP 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: Scope of Work in Excel format - Electronic response required - including maximum 10 page submission (8 1/2" x 11" paper with a minimum of 10 pt. font).		
7.1.3.3	Worksheet C: Fee Schedule in Excel format - Electronic response required		
7.1.4	It is the consultants responsibility to ensure the that the necessary "files" on the diskette or CD.		
7.1.5	Failure to respond in electronic format will deem the RFP noncompliant.		
7.1.6	All RFP documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.3 - Labelling Instructions).		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

348
14

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
7.1.7	Consultants must provide five copies of the RFP documents.		
7.1.8	Consultants' submissions should include page numbers for ease of reference by committee members.		
8.0	AWARD		
8.1	EVALUATION PROCESS		
8.1.1	An evaluation committee will be established to evaluate RFP submissions.		
8.1.2	All RFP submissions will first be evaluated on their compliance with the requirements of this RFP document.		
8.1.3	All compliant RFP submissions will be evaluated by a TVDSB evaluation committee based on the following evaluation criteria:		
8.1.3.1	Response to Worksheet B - 10 page submission		
8.1.3.2	Qualifications and Resources		
8.1.3.3	Experience Partnership or Service Consultants with other instituonal organizations specific to scope requested.		
8.1.3.4	School facilities design and operation along with applicable knowledge of regulations and codes.		
8.1.3.5	Value added building programs and services. Knowledge of green technologies.		
8.1.3.6	Fees		
8.1.3.7	References - In addition, the TVDSB will use their own performance experience with the consultant(s).		
8.1.3.8	Interview/Presentation (if required)		
8.1.3.9	Freedom from potential legal liabilities which would have an impact on the ability of the consultant to complete the agreement.		
8.1.3.10	Financial standing and freedom from legal claims.		
8.1.4	Compliant consultants may be requested to make a presentation of their bid RFP clarification only. No alteration of your submission will be permitted. Notification will be given to qualified consultants as to the time and place. The presentation shall be at the expense of the consultant.		
8.1.5	The determination of equal quality will be based on our internal professional opinions.		
8.2	AWARD AND NOTIFICATION OF CONTRACT		
8.2.1	The results of this RFP will be posted to the TVDSB web site as soon as decisions have been made:		
8.2.1.1	www.tvdsb.on.ca		
8.2.1.2	"Purchasing Bids"		
8.2.1.3	"Electronic Bidding Instructions, Bid Download and Bid Results",		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

348
15

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
8.2.1.4	Scroll to the end of the document, click		
8.2.1.5	"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 RFP files are available for downloading at no charge from the TVDSB web site.		
	Stacey Shoemaker		
	Purchasing Department		
	James Stewart		
	Chairperson		
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 RFP 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, consultants 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.		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

348
16

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.4.3	The RFP 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 files will be installed in the C:\lbtender directory:		
9.4.4.5	Worksheet A: Terms and Conditions Response in Excel format		
9.4.4.6	Worksheet B: Scope of Work in Excel format		
9.4.4.7	Worksheet C: Fee Schedule in Excel format		
9.4.5	To start the process open the Excel files and complete as instructed.		
9.5	THE RETURN DISKETTE OR CD:		
9.5.1	After all appendices have been entered:		
9.5.1.1	Copy the all Appendices 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 RFP 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	Professional Facility Services Consultants		
9.6.10	#348		
9.6.11	Return Date: Friday, February 27, 2009 12:00:00 noon local time		
9.7	PLEASE AFFIX LABEL ON DISK AS SHOWN BELOW:		
9.7.1	THAMES VALLEY DISTRICT SCHOOL BOARD		
9.7.2	Professional Facility Services Consultants		
9.7.3	#348		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

348
17

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.7.4	Return Date: Friday, February 27, 2009 12:00:00 noon local time		
9.7.5	Signature:		
9.7.6	Firm Name:		
10.0	SIGNATURE PAGE		
10.1	This section must be completed, signed, and included with your submission for your RFP 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 RFP submission.		
10.3	I/We the undersigned are duly authorized to execute this RFP 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, consultants 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 you are using subconsultants, consultants must provide the correct legal name for any sub consultant, 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 RFP with whom the consultant 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:		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET A - TERMS AND CONDITIONS**

348

18

<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/WILL NOT COMPLY</i>	<i>COMMENT</i>
10.10.5	E-MAIL ADDRESS:		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET B - SCOPE OF WORK**

ITEM NO.	SCOPE OF WORK	WILL COMPLY/WILL NOT COMPLY	COMMENT
FUNCTIONAL REQUIREMENTS			
	RFP SUBMISSIONS must not exceed 10 pages in total (8 1/2" x 11", minimum 10 pt. font), any additional information submitted will not be reviewed. RFP submissions should be structured using only the criteria identified in this RFP document. When submitting your RFP, consultants should use the same numbering format, as on this RFP document. Other requested documents including Worksheet B, Worksheet C and all certificates are in addition to the 10 pages.		
STAFF QUALIFICATIONS			
B1	Identify which of the consultants discipline you are requesting consideration for.		
B2	List the Professional Qualifications of the Principals and Partners in the firm. Consultants must hold professional qualifications and be registered by their prespective professional organizations and be licensed to practice in Ontario.		
B3	State the size of the firm including, Professional Architects, or Engineers, Technologists, Technicians, Site Inspectors, etc. Please provide specific details of education, experience and present involvement. Also indicate which firm's representative will be the key contact and which staff member(s) would be assigned to handle the Board's needs should your submission be accepted.		
B4	State the subconsultants that you will use including qualifications and experience with school design and construction.		
B5	RFP submissions must include an organizational chart.		
B6	State if the staff involved in the execution of this contract are employees, sub-consultants, prime consultants.		
B7	Staff involved in the execution of this contract may be required to provide a criminal background check at the constultants expense.		
COMPANY PROFILE			
B7	State which office your company would use to service our contract.		
B8	State the type of projects presently underway and refer to stage of work.		
B9	Provide a proposal to use new or innovative building systems, materials or components that your firm might suggest be used in a project that is different from the conventional designs currently used for typical school construction.		

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
REQUEST FOR PROPOSAL
PROFESSIONAL FACILITY SERVICES CONSULTANTS
WORKSHEET B - SCOPE OF WORK**

ITEM NO.	SCOPE OF WORK	WILL COMPLY/WILL NOT COMPLY	COMMENT
B10	State how you would satisfy functional requirements of the facility and minimize future maintenance/operational costs.		
B11	Include Energy Conservation or green technology measures you could propose to include in your design of the project.		
B12	State any value added building specific programs and services that your firm can offer the TVDSB. These programs and services should be able to customized for specific use by the TVDSB and offered at no additional cost to the contract. Programs and services would be used to assist with our facilities and renewal projects		
B13	Demonstrate knowledge and understanding of applicable Ontario Building Codes and Fire Codes relevant to a school project.		
B14	Provide a description of a generally proposed work plan including time-lines for proposed projects.		
B15	All contact documents and as-built drawings shall be submitted to TVDSB in autocad format.		
B16	Provide detail of any processes or systems your firm will use to ensure compliance with schedules and budgets for the proposed projects. State how you would operate within the parameters of the budget.		
B17	State how you would effectively manage and direct the activities of the contractor.		
B18	Provide detail of current experience (within the last five years) with school design and construction, school renovations and major building component replacement and experience with facility management systems.		
B19	Consultants must provide a minimum of three references other than TVDSB personnel where you have successfully provided services similar to this RFP document. In addition, the TVDSB will use their own performance experience with the consultant(s). The reference should contain the following information:		
	Reference 1 - Company Name:		
	Reference 1 - Address:		
	Reference 1 - Contact Name:		
	Reference 1 - Phone Number:		
	Reference 1 - Fax Number:		
	Reference 1 - e-mail address:		

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
 REQUEST FOR PROPOSAL
 PROFESSIONAL FACILITY SERVICES CONSULTANTS
 WORKSHEET B - SCOPE OF WORK**

ITEM NO.	SCOPE OF WORK	WILL COMPLY/WILL NOT COMPLY	COMMENT
	Reference 2 - Company Name:		
	Reference 2 - Address:		
	Reference 2 - Contact Name:		
	Reference 2 - Phone Number:		
	Reference 2 - Fax Number:		
	Reference 2 - e-mail address:		
	Reference 3 - Company Name:		
	Reference 3 - Address:		
	Reference 3 - Contact Name:		
	Reference 3 - Phone Number:		
	Reference 3 - Fax Number:		
	Reference 3 - e-mail address:		

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
 REQUEST FOR PROPOSAL
 PROFESSIONAL FACILITY SERVICES CONSULTANTS
 WORKSHEET C - FEE SCHEDULE**

Fees must be in the form of a percentage fee schedule based on the value of the project. Projects less than \$50,000 will be on a time and material basis.

PROJECT VALUE	YOUR FEE
\$50,000 - \$100,000	
\$100,000 - \$250,000	
\$250,000 - \$500,000	
\$500,000 - \$750,000	
\$750,000 - \$1,000,000	

Staff Hourly Rate:

	HOURLY RATE
Principal/Partners	
Technologist/Technicians	
Clerical	

% of mark up for materials, cost, mileage, printing, etc.	%
---	---

FIRM NAME: _____

SIGNATURE: _____