

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 184 schools with an estimated enrolment of 77,000 students.		
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 an Employee Assistance Program, subject to the conditions herein.		
1.2	BACKGROUND		
1.2.1	The TVDSB has an EAP program providing eligible TVDSB employees and/or their immediate families with confidential assessments, short term counseling services and referrals. It is the preference of the TVDSB to continue with one EAP service provider.		
1.2.2	Counseling services are provided through a cost sharing arrangement between the TVDSB and employee groups, or individual employees.		
1.2.3	TVDSB is looking to the marketplace to provide a comprehensive, structured and confidential counseling service to approximately 7,500 probationary and permanent TVDSB employees, both part-time and full-time. Counseling services are extended to immediate dependents.		
1.2.4	The purpose of the EAP service is to provide clients with quick and convenient access, interim support, confidential counseling and referral for long term assistance in a variety of clinical areas to allow the clients to deal with their personal and work related problems.		
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.		

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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.		
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.on.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 files:		
2.2.1.10	Worksheet A: Terms and Conditions Response in Excel format		
2.2.1.11	Worksheet B: Service Requirements in Excel format		
2.2.1.12	Worksheet C: Cost Proposal in Excel format		

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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 9.9 - Labeling 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: Monday, January 11, 2010		
2.4.2	QUESTIONS: Friday, January 22, 2010		
2.4.3	ANSWERS TO QUESTIONS: Wednesday, January 27, 2010		
2.4.4	RETURN DATE and TIME: prior to 12:00:00 local time Wednesday, February 10, 2010		
2.4.5	SITE VISITS: Tuesday and Wednesday, April 13 and 14, 2010		
2.4.6	PRESENTATION IF REQUIRED: Tentative Dates: Thursday, April 8, 2010		
2.5	QUESTIONS		
2.5.1	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 Friday, January 22, 2010. 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.		

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2.5.2	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 .		
2.5.3	Answers to all questions will be posted to the TVDSB web site at www.tvdsb.on.ca		
2.5.3.1	"Board"		
2.5.3.2	"Purchasing"		
2.5.3.3	"Bids"		
2.5.3.4	Scroll to the end of the document, click		
2.5.3.5	"Proceed to inquiry/download page".		
2.5.3.6	Proceed to the bid, click		
2.5.3.7	"Answers to Questions"		
2.5.3.8	View documents in PDF format.		
2.5.3.9	All bid files are available for downloading at no charge from the TVDSB web site.		
2.5.4	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 2.5.4.		
2.6	SITE VISIT		
2.6.1	The TVDSB evaluation committee will visit qualified EAP bidder's sites as part of the evaluation process. These visits are tentatively scheduled for Tuesday and Wednesday, April 13 and 14, 2010		
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, 2010 and unless otherwise provided herein, terminating on August 31, 2013.		
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 prior to August 31, 2013.		
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, 2014.		
3.1.4	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.		
3.2	PRICING		
3.2.1	Bidders must complete the cost proposal - Worksheet C.		

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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 remain in effect for the initial 3 year term of the contract, commencing on September 1, 2010 and ending August 31, 2013.		
3.3	TAXES		
3.3.1	GST, PST and HST: Where applicable, Goods & Services Tax, Provincial Sales Tax and 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: Debby Kenny, Disability Management Officer		
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	The successful bidder must bill employees directly for their portion of the payment for the services that have been provided to them. The TVDSB monthly billing invoice must be net and discounted by any amount an employee is responsible for.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1	QUANTITY/TERM		
4.1.1	The requirements are detailed Worksheet B.		
4.2	IMPLEMENTATION		
4.2.1	Bidder(s) must outline an implementation schedule in Worksheet B.		
4.2.2	Bidder(s) must state penalty for failure to meet implementation schedule in Worksheet B		
4.2.3	Penalties stated in Worksheet B will apply for failure to meet implementation dates. The penalty must be stated.		
4.4	PRESENTATION		

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4.4.1	Qualified bidders may be required to make a one hour 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.		

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4.5	SITE VISITS		
4.5.1	The TVDSB evaluation committee will visit qualified EAP bidder's sites as part of the evaluation process. These visits are tentatively scheduled for Tuesday and Wednesday, April 13 and 14, 2010		
4.6	ENVIRONMENT		
4.6.1	Bidder(s) should include a detailed description of any environmental initiative and how your program would be implemented and benefit TVDSB.		
4.7	STATISTICAL DATA		
4.7.1	The successful bidder(s) should be capable of supplying the TVDSB with statistical data in a flat ASCII format.		
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 supersede 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.		

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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.		
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.		

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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.		
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.		

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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.		
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.		

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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.		
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.		
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. 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.		
5.4.2	Bidders should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.4.3	For bidders 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		

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5.5	WORKPLACE SAFETY AND INSURANCE BOARD		
5.5.1	The successful bidder(s) must ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.		
5.5.2	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.		
5.5.3	All workplace injuries or accidents on TVDSB property must be reported by the successful bidder(s) to the TVDSB's representative within 24 hours.		
5.6	COMMERCIAL LIABILITY INSURANCE		
5.6.1	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.		
5.6.2	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.		
5.6.2.1	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		

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5.6.2.6	Broad Form Property Damage		
5.6.2.7	Products & Completed Operation Insurance		
5.6.2.8	Contingent Employees Liability		
5.6.2.9	Cross Liability Clause and Severability of Interest Clause		
5.6.3	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.		
5.6.4	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.		
5.7	MOTOR VEHICLE LIABILITY INSURANCE		
5.7.1	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.		
5.7.2	In the event of an affirmative answer to 5.7.1, 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 5.7.3 to subsection 5.7.4 apply to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.		

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5.7.3	<p>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.</p>		
5.7.3.1	<p>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:</p>		
5.7.3.2	<p>Third Party Liability Coverage in the form of OAP-1</p>		
5.7.4	<p>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.</p>		
5.7.5	<p>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.</p>		
5.8	PROFESSIONAL LIABILITY INSURANCE		
5.8.1	<p>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:</p>		
5.8.1.1	<p>\$5,000,000 claim limit</p>		

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5.8.1.2	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.		
5.8.2	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.		
5.8.3	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.		
5.8.4	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.		
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:		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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:		
6.1.2	References – In addition, the TVDSB may use their own performance experience with the bidder(s).		
6.2	ADMINISTRATION & ORGANIZATION		
6.2.1	Bidders must 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 Worksheets		
7.1.3	One Diskette or CD with file names:		
7.1.3.1	Worksheet A: Terms and Conditions Response in Excel format		
7.1.3.2	Worksheet B: Service Requirements in Excel format		
7.1.3.3	Worksheet C: Cost Proposal in Excel format		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
7.1.4	It is the bidders 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 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 9.9 - Labeling 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.		
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	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the following evaluation criteria: Choose appropriate items from list below.		
8.1.3.1	Ability to supply the EAP services identified in Worksheets and other relevant sections.		
8.1.3.2	Total Life Cycle costs.		
8.1.3.3	Quality assurance programs		
8.1.3.4	Administration and organization		
8.1.3.5	Staffing		
8.1.3.6	Qualification and appropriateness of the EAP personnel to perform the work.		
8.1.3.7	Implementation		
8.1.3.8	Bidders' relevant experience of similar projects		
8.1.3.9	References		
8.1.3.10	Site visits, if required		
8.1.3.11	Presentation, if required		
8.1.3.12	Overall impression		
8.1.3.13	Financial standing and stability.		
8.1.3.14	Freedom from potential legal liabilities which would have an impact on the ability of the bidder to complete the agreement.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
8.1.4	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.		
8.1.5	Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.		
8.1.6	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 bid 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	"Board"		
8.2.1.3	"Purchasing"		
8.2.1.4	"Bids"		
8.2.1.5	Scroll to the end of the document, click		
8.2.1.6	"Proceed to inquiry/download page".		
8.2.1.7	Proceed to the Bid, click		
8.2.1.8	"Results - Check Mark"		
8.2.1.9	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		
	Todd Springer		James Stewart
	Purchasing Department		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	"Board"		
9.1.3	"Purchasing"		
9.1.4	"Bids"		
9.1.5	Scroll to the end of the document, click		
9.1.6	"Proceed to inquiry/download page".		
9.1.7	Click on the "Name of the Bid" to view documents in PDF format.		
9.1.8	Click on the "NEW" logo to download the executable files for preparing and submitting your bid.		
9.1.9	All bid files are available for downloading at no charge from the TVDSB web site.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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: Terms.xls, which will include the following worksheets:		
9.4.4.5.1	Worksheet A: Terms and Conditions Response in Excel format		
9.4.4.5.2	Worksheet B: Service Requirements in Excel format		
9.4.4.5.3	Worksheet C: Cost Proposal 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 information has been entered:		
9.5.1.1	Copy the file 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 "file" is on the diskette or CD. Without this file 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.		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.6	LABELING 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	Employee Assistance Program		
9.6.10	367/2010/TS		
9.6.11	February 10, 2010: 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	Employee Assistance Program		
9.7.3	367/2010/TS		
9.7.4	February 10, 2010: 12:00:00 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 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 Worksheets. All required Worksheets 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:		

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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:		

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ITEM NO	DESCRIPTION WORKSHEET B - REQUIREMENTS	RESPONSE	COMMENT
B1	SCOPE OF SERVICES		
B1.1	For the purposes of this Request for Proposal, a case is defined as the counseling sessions utilized by an eligible employee or his/her family member(s). The TVDSB programs allow each eligible employee or their family member(s) 5 to 10 counseling sessions in any 12 month period.		
B1.2	There is no required waiting period for qualified employees.		
B1.3	Dependents will be defined consistently with the TVDSB's group Health Insurance contracts.		
B1.4	Once an employee or their family member(s) contacts the EAP, a file is opened. This constitutes ONE case in that statistical year regardless of how many family members contact the EAP or how many issues are brought to the EAP. This method forms the basis for determining overall utilization—the number of cases (as defined above) divided by the number of eligible employees		
B1.5	The utilization is 6 per cent with a .05% buffer. The assumption is that each client will require an average of 6 counseling sessions per case for problem assessment, diagnosis, intervention and follow-up.		
B1.6	Counseling and referral services sought by the TVDSB include but are not limited to :		
B1.6.1	Personal Concerns		
B1.6.2	Relationship Issues		
B1.6.3	Marriage Problems		
B1.6.4	Separation and Divorce Concerns		
B1.6.5	Family Difficulties		
B1.6.6	Adolescent Problems		
B1.6.7	Aging Parent Concerns		
B1.6.8	Children's Issues		
B1.6.9	Abuse Issues		
B1.6.10	Job Stress Concerns		
B1.6.11	Chronic Pain Management		
B1.6.12	Financial Concerns		
B1.6.13	Grief and Loss Issues		
B1.6.14	Alcohol and Drug Concerns		
B1.6.15	Nutrition Problems		
B1.6.16	Legal (2 hr. session)		

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ITEM NO	DESCRIPTION WORKSHEET B - REQUIREMENTS	RESPONSE	COMMENT
<p>Bidders' responses to B2.1 through B2.9 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 10 pages.</p>			
<p>B2</p>			
<p>B2.1 DESCRIPTION OF EAP SERVICES</p>			
B2.1.1	<p>The services described in Section B1 Scope of Services provide for short term and intensive counseling sessions, (5 to 10) per case, and may result in the EAP counselor recommending that the client be bridged to more long term clinical counseling. This will require the EAP provider to have an extensive network for referrals. Bidders must provide details of the network for referrals.</p>		
B2.1.2	<p>Bidders must explain in concise detail the services to be offered. At a minimum, the description will contain the following:</p>		
B2.1.2.1	<p>A description of the assessment and counseling process (from initial contact by the EAP user to follow-up procedures), including explanation of therapeutic approaches used in clinical consulting.</p>		
B2.1.2.2	<p>An explanation of how and when special problems will be referred to external agencies. External agencies will include any service provider not related to the EAP vendor financially or by business affiliation. Include statistics as to your "average" number of referrals.</p>		
B2.1.2.3	<p>A description of follow-up counseling for post chemical dependency, including work re-entry programs.</p>		
B2.1.2.4	<p>The service must be located in convenient locations with hours of services broad enough to accommodate the time demands and/or constraints of the clients. State the hours of operation and locations (the successful bidder must have at minimum one counseling site in London, St. Thomas, Strathroy, Tillsonburg and Woodstock) where services will be available.</p>		
B2.1.2.5	<p>An explanation of how an EAP user can request assistance through the program, including the location of the intake office and qualifications of the intake person.</p>		
B2.1.2.6	<p>The hours and days of telephone service inclusive of an explanation of times when an answering machine or answering service is utilized.</p>		
B2.1.2.7	<p>The process to ensure program eligibility for persons requesting consultation.</p>		
B2.1.2.8	<p>An explanation of who is responsible for the cost of cancelled or missed appointments.</p>		
B2.1.2.9	<p>The committed length of time between an initial phone call from the client requesting service, and the date of the first appointment.</p>		
B2.1.2.10	<p>The maximum appointment time interval.</p>		

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ITEM NO	DESCRIPTION WORKSHEET B - REQUIREMENTS	RESPONSE	COMMENT
B2.1.3	Bidders must structure and describe a work plan (addressing Section B2.1.2) for the EAP which will define the program design, components, operation and staffing. The plan should include provision for immediate personal assistance or direct referral.		
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 for purposes of monitoring and evaluating the EAP, reviewing program operations, and reviewing quality and consistency in meeting the performance criteria.		
B2.2.4	Bidders must describe their proposed philosophy in view of the TVDSB's EAP. A commitment to the human aspect involved with the provision of EAP services should be highlighted. i.e. providing effective assistance to individuals with personal issues.		
B2.2.5	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.		
B2.3.2	Bidders must define avenues of recourse, should any lack of satisfaction with a counselor arise through either the vendor or the TVDSB.		
B2.3.3	Bidders must include certification by a recognized Employee Assistance Program certification body. If not certified, bidders must outline ways in which these standards will be met.		
B2.3.4	Bidders must describe practices regarding monitoring and evaluation of external service providers to ensure they are competent and accessible for referrals from the EAP Counselors. The successful bidder(s) must ensure such providers are offering quality service and that they are accommodating to limitations in company benefit coverage (details on benefit plans will be made available to the successful bidder(s)). The successful bidder(s) should provide services within the financial means of the employee.		
B2.3.5	Bidders must illustrate the vendor's capability of handling cross-cultural relations and the ability to handle language barriers.		
B2.3.6	Bidders must describe how they deal with complaints from:		
B2.3.6.1	clients;		
B2.3.6.2	counselors;		
B2.3.6.3	employers		

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ITEM NO	DESCRIPTION WORKSHEET B - REQUIREMENTS	RESPONSE	COMMENT
B2.4 STAFFING			
B2.4.1	Bidders must include resumes indicating the qualifications, licenses and/or certifications of each staff member delegated to work on the TVDSB's program. These staff should have a variety of abilities, diverse experience, and should be able to effectively assist the client with problem resolution.		
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	Bidders must include minimum standards for affiliate providers and their staff, inclusive of staff who provide the telephone answering services.		
B2.4.4	Bidders must provide minimum credentials necessary and other selection requirements for adding a counselor.		
B2.4.5	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.		
B2.5 STAFF TRAINING			
B2.5.1	Bidders must describe the training provided to staff (include both initial and ongoing training) to provide them with an awareness and information on a variety of clinical problems / environments and safety situations they maybe exposed to during the course of their duties.		
B2.6 WORKPLACE SAFETY STANDARDS			
B2.6.1	Bidders must outline the safety practices which are in effect to protect both staff and clients.		
B2.7 RECORD KEEPING			
B2.7.1	Bidders must describe record keeping practices which would support the standard of care given to the client.		
B2.7.2	Bidders must describe the contents of the client records.		
B2.7.3	Bidders must describe procedures for maintaining client files (including if they are stored electronically or in a hard copy format) and the security measures in place to protect the confidentiality of the EAP client's records.		
B2.7.4	Bidders must outline record retention procedures.		
B2.7.5	Bidders must state how long clients' records are maintained.		
B2.7.6	Bidders must describe the process to discard confidential client files.		
B2.8 REPORTING			
B2.8.1	Bidders must explain the system in place to track individual usage of the plan while not compromising confidentiality (such as patient reference numbers and profiles).		
B2.8.2	The outcome evaluations reporting will include the percentage of resolved employee problems and the response percentage to the user satisfaction survey . Copies of evaluation forms, materials, etc., must be included in the response to this RFP.		

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ITEM NO	DESCRIPTION WORKSHEET B - REQUIREMENTS	RESPONSE	COMMENT
B2.8.3	The vendor will submit a summary utilization report to the TVDSB by the tenth (10th) of the month following the end of the quarter.		
B2.8.4	In addition, the vendor will prepare a final annual report each year of the contract, describing mutually agreed upon statistical information; program utilization; educational efforts; and plans or recommendations.		
B2.8.5	The selected vendor will provide reports and documentation concerning the utilization and effectiveness of the EAP derived from data collected on billed hours of service provided, number of referrals, eligibility records and general nature of conditions treated to the TVDSB or an appointed auditor.		
B2.8.6	To assist the TVDSB in evaluating the services provided, the EAP provider will supply each client with an anonymous satisfaction survey/process evaluation to complete. This process will include an objective means to elicit user reactions to the services received.		
B2.9 CONTRACT TERMINATION			
B2.9.1	In the event of contract termination please specify:		
B2.9.2	The rights of clients undergoing counseling on the date that notification is given that the contract will be terminated.		
B2.9.3	The rights of clients who start counseling subsequent to the date on which notification is given that the contract will be terminated.		
B2.9.4	Any residual liability to the TVDSB in excess of the monthly cost expressed as a rate per eligible employee paid for the final month of coverage preceding the date on which the plan is terminated		
B3 WORK PLAN / MEETINGS SCHEDULE (of successful bidder)			
B3.1	By thirty (30) days prior to the contract start-up date, the vendor will submit to TVDSB a work plan for all portions of the contract. The plan must contain detailed descriptions of all tasks to be performed, staff responsible for each task, and activities and timetables for completing the work.		
B3.2	The vendor will meet with TVDSB once each quarter. No additional fees shall be charged for these meetings.		
B3.3	The vendor will meet with the designated TVDSB contact as necessary to carry out the program requirements and the final work plan. No additional fees shall be charged for these meetings.		
B4 CONFIDENTIALITY			
B4.1	The EAP must ensure that all information related to the client and shared first hand with the EAP counselor remains solely between those individuals and protects the anonymity of the client. The selected vendor's EAP records will be maintained with the EAP provider. All records pertaining to the EAP must will be treated with the highest degree of confidentiality accorded to medical records.		

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ITEM NO	DESCRIPTION WORKSHEET B - REQUIREMENTS	RESPONSE	COMMENT
B4.2	The successful vendor will carry out all work in a professional manner, adhere to the code of ethics as per the applicable accreditation board and to the satisfaction of the TVDSB.		
B4.3	EAP records will not be disclosed to anyone other than the employee or dependent involved except as provided by law. However, billed hours of service provided, number of referrals, eligibility records and general nature of conditions treated will be available to the TVDSB or an appointed auditor. The selected vendor will provide reports and documentation concerning the utilization and effectiveness of the EAP.		
B5 ADMINISTRATION			
B5.1	The successful vendor shall not, at any time, change external providers previously approved by the TVDSB without permission of the TVDSB. The successful vendor must comply with all Ontario Labour and Income Tax laws when dealing with its employees. The TVDSB reserves the right to audit a successful vendor's books at any time during the term of this agreement to ensure this practice is carried out.		
B5.2	It is mutually agreed and understood that the successful vendor will not assign, transfer, convey, or otherwise dispose of the contract or the right, title, or interest therein, or the vendor's power to execute such contract to any other person, firm, company, or corporation without the previous written consent of the TVDSB.		
B5.3	The selected vendor's administrative operations will adhere to all legal and ethical requirements of sound business practices.		
B5.4	Clients undergoing counseling as of the effective date will be allowed to complete their counseling up to August 31, 2010 under the existing arrangement.		
B5.5	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 Deborah Kenny.		
B6 OTHER SERVICES			
B6.1	On occasion an administrator, manager or supervisor may be concerned that the ability of an employee to complete his/her work in a satisfactory manner may be due in part to a drug, alcohol or behaviour problem. The supervisor may have suggested EAP services to the employee which the employee may or may not have attended, but in the end the work performance remains unsatisfactory and the employee may be in jeopardy. At this stage a formal referral is an option.		
B6.2	The administrative referral program includes meetings at the Education Centre with the employee, the supervisor, the union representative and the counselor. The counseling service is not capped and targets the performance issues of the employee. Follow-up meetings continue between the employee and the counselor with the purpose of resolving these performance issues.		

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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 and assume an average of 6 counseling sessions per case for problem assessment, diagnosis, intervention and follow-up.		
C1.1.1	Personal Concerns		
C1.1.2	Relationship Issues		
C1.1.3	Marriage Problems		
C1.1.4	Separation and Divorce Concerns		
C1.1.5	Family Difficulties		
C1.1.6	Adolescent Problems		
C1.1.7	Aging Parent Concerns		
C1.1.8	Children's Issues		
C1.1.9	Abuse Issues		
C1.1.10	Job Stress Concerns		
C1.1.11	Chronic Pain Management		
C1.1.12	Grief and Loss Issues		
C1.1.13	Alcohol and Drug Concerns		
C1.1.14	Nutrition Problems		
C1.1.15	Financial Concerns (2 hr. session)		
C1.1.16	Legal (2 hr. session)		
C1.2	The TVDSB's approval will be required for continuing counseling beyond the specified number of sessions per case. If the continuation is approved, the EAP provider would be responsible for referral to an appropriate service provider upon diagnostic determination of the need for further counseling, beyond the specified EAP session limit.		
C1.3	Please comment on the effect of increasing the average sessions from 6 to 10 sessions per case.		
C1.3.1	Personal Concerns		
C1.3.2	Relationship Issues		
C1.3.3	Marriage Problems		
C1.3.4	Separation and Divorce Concerns		
C1.3.5	Family Difficulties		
C1.3.6	Adolescent Problems		
C1.3.7	Aging Parent Concerns		
C1.3.8	Children's Issues		
C1.3.9	Abuse Issues		
C1.3.10	Job Stress Concerns		
C1.3.11	Chronic Pain Management		
C1.3.12	Grief and Loss Issues		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO	DESCRIPTION WORKSHEET C - COST PROPOSAL	COST	COMMENT
C1.3.13	Alcohol and Drug Concerns		
C1.3.14	Nutrition Problems		
C1.3.15	Financial Concerns (2 hr. session)		
C1.3.16	Legal (2 hr. session)		
C1.4	What is the fee (staff and mileage) for administrative referrals (see B6.1)?		
C1.4.1	The administrative referrals must be invoiced and billed separately on a monthly basis. This invoice must include a separate listing of employees receiving the service and the counselors attending the meetings.		
C1.5	Vendors must provide details on a monthly payment schedule. The TVDSB prefers to reduce the number of invoices. Vendors should provide details on their ability to provide electronic invoicing. Vendors should provide a sample of a monthly invoice, which must include the cost per month to the employer minus the copayment from employees receiving the service.		
C1.5.1	Please confirm that the copayment will be collected from the EAP service recipient with the balance billed to the TVDSB.		
C1.5.2	Annual reconciliation: The vendor will identify how the annual reconciliation of the account will be provided. The vendor shall specify the additional cost, if any, associated with utilization in excess of that estimated, and the fee reimbursement associated with utilization below that estimated.		
C1.5.3	Please provide information on alternative funding methods including purchasing counseling services as a block of hours or fee capping.		
C1.6	The TVDSB will make payments no more frequently than monthly. Payments will be submitted by the TVDSB with a billing statement reconciliation as mutually agreed to by the selected vendor and the TVDSB.		
C1.7	What is your firm's cost to provide one session of counseling?		
C1.8	How are cancelled and missed appointments treated with respect to a charge being made to the experience?		
C1.9	Please identify how your cost proposal will reflect services being provided by overlapping plans (if necessary) through to 2011 January 1.		
C1.10	Confirm that in addition to covering clinical treatment quoted costs include the following:		
C1.10.1	all overhead expenses of your company including supervision		
C1.10.2	initial and ongoing communication to employees		
C1.10.3	committee meetings at the TVDSB		
C1.10.4	training of supervisory staff at the TVDSB		
C1.10.5	utilization reports		
C1.10.6	periodic meetings with the TVDSB		

FIRM NAME: _____

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ITEM NO	DESCRIPTION WORKSHEET C - COST PROPOSAL	COST	COMMENT
C1.11	The vendor shall specify if reimbursement will be on a fee for service basis rather than a per employee cost. If the vendor will use a fee for service cost basis, the proposal must contain a complete list of the services the vendor will provide and the vendor's fee for each service.		
C1.12	Please provide a listing of other services which can be provided on a cost-per-service basis, along with the costing of these services.		
C1.13	In the event of contract termination please specify any residual liability to the TVDSB in excess of the monthly cost expressed as a rate per eligible employee paid for the final month of coverage preceding the date on which the plan is terminated.		

FIRM NAME: _____

SIGNATURE: _____