



REQUEST FOR PROPOSAL

for

EXECUTIVE SEARCH FIRM

Issued: 2007 July 16
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Return Date: 2007 August 09
RFP #378-2007

REQUEST FOR PROPOSAL

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1.0 INTRODUCTION

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 Thames Valley District School Board is one of the largest public school boards in the province of Ontario. The TVDSB is the employer of approximately 8,000 staff and operates 184 schools with an estimated enrollment of 77,000 students. The TVDSB is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB has a budget of \$661,000,000.

SECTION 1.1 PURPOSE

- 1.1.1 The TVDSB is seeking proposals for the purpose of selecting an Executive Search Firm to work in conjunction with the Board of Trustees related to the selection of the successful candidate for a Director of Education and Secretary. This intensive search is for a well-qualified educational administrator who will provide strong, innovative leadership for its school system. The successful vendor will be responsible for the provision of professional services for a **FULL EXECUTIVE SEARCH** for the hiring of a new Director of Education and Secretary for the Thames Valley District School Board.
- 1.1.2 The Appendices describe examples of our theory of the proposed provision of services. We would encourage bidders to use these as a basis of bidding, but also encourage you to make recommendations for change. **THIS IS YOUR PROPOSAL TO US.**
- 1.1.3 Proposals must clearly outline the responsibilities both of the TVDSB and the successful vendor. **ALL** costs payable by the TVDSB for these services must be clearly defined.
- 1.1.4 We expect to notify the successful bidder by the end of August 2007 and the successful bidder will develop a short list of candidates by mid October 2007. The expected start date for the Director of Education and Secretary is January 1, 2008.

SECTION 1.2 BACKGROUND

- 1.2.1 Several key issues/challenges facing the TVDSB are:
 - Meeting Ministry of Education Academic Targets
 - Declining Enrolment
 - Accommodation
 - Budget/Funding
 - Labour Relations
 - Special Education

2.0 TERMS AND CONDITIONS OF THIS BID

SECTION 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**” - 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**” - Bidders “**should**” include the required information in bid submission.
 - 2.1.1.3 The word “**NONCOMPLIANT**” – Bid submissions will be eliminated from further evaluation if the submission does not include the required information.

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- 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 all or any portion 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.
- 2.1.6.1 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 which contains a major irregularity.
- 2.1.6.2 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.

SECTION 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 www.tvdsb.on.ca,
“**Purchasing Bids**”
“**Electronic Bidding Instructions, Bid Download and Bid Results**”,
Scroll to the end of the document, click
“**Proceed to inquiry/download page**”.
Proceed to the Bid,
Click on “**Bid Name**” for a copy of the RFP in PDF format
- Click on “**New**” Icon - for the Setup.exe file contains the following file: (See Electronic Tendering Instructions page.)

Appendices:

- Worksheet A Terms and Conditions Response in Excel format - Electronic response is required.
Worksheet B: Requirements Excel format - Electronic response required.
Worksheet C: Pricing in Excel format - Electronic response required.

SECTION 2.3 RETURN LOCATION

- 2.3.1 Sealed Proposals **must** be returned to:
“Tender Clerk,”
Tender Clerk’s box, Main Floor Reception, Education Centre
Thames Valley District School Board,
P. O. Box 5888,
1250 Dundas Street
London, Ontario,
N6A 5L1
- 2.3.2 The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.3 - Labeling of Envelope and diskette or CD).
- 2.3.3 The bid submission **must** be returned to the “Tender Clerk” for your bid submission to be accepted.

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- 2.3.4 Delivery to the "Tender Clerk" is the responsibility of the bidder.
- 2.3.5 Submissions received late or by electronic transmission (i.e., fax/e-mail) shall not be accepted.
- 2.3.6 Late bids will be returned unopened to a bidder, if a return address is included on the submission envelope.

SECTION 2.4 IMPORTANT DATES

- 2.4.1 ISSUE DATE: 2007 July 16
- 2.4.2 QUESTIONS: Monday, 2007 July 23
- 2.4.3 ANSWERS TO QUESTIONS: Thursday, 2007 July 26
- 2.4.4 RETURN DATE and TIME: Prior to 12:00:00 local time Thursday, 2007 August 09
- 2.4.5 PRESENTATION IF REQUIRED Dates: Monday, 2007 August 20 or Thursday, 2007 August 23 or Friday, 2007 August 24.

SECTION 2.5 QUESTIONS/REGISTRATION/ADDENDA

- 2.5.1 All questions pertaining to this bid document should be addressed to: Cheryl MacKenzie, by Fax (519) 452-2399 no later than Monday, 2007 July 23. After this date no further inquiries, concerns or questions may be submitted. The TVDSB reserves the right to distribute in writing to all other registered bidders a notice of content of any inquiry and the TVDSB's response, if any. All questions pertaining to this bid document **must** be submitted in writing.
- 2.5.2 Answers to all questions will be posted to the TVDSB Web Site at www.tvdsb.on.ca,
"Purchasing Bids"
"Electronic Bidding Instructions, Bid Download and Bid Results",
Scroll to the end of the document, click
"Proceed to inquiry/download page".
Proceed to the Bid, click
"Answers to Questions"
View documents in PDF format.
All bid files are available for downloading at no charge from the TVDSB web site.
- 2.5.3 Questions concerning the terms and conditions of the bid whether made orally or in writing, to any individual other than indicated above, at the sole discretion of the TVDSB, render your submission **noncompliant**. The TVDSB will only be bound by written answers to questions.
- 2.5.4 Should questions raised by a bidder necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site. See Section 2.5.3.

3.0 CONTRACT TERM/PRICING/TAXES/DELIVERY/PAYMENT

SECTION 3.1 CONTRACT TERMS

- 3.1.1 This contract shall be limited to the hiring of this one position on behalf of the TVDSB.
- 3.1.2 A binding contract will be established with the successful vendor.

SECTION 3.2 PRICING

- 3.2.1 Bidders **must** complete the pricing section which is installed using the Setup.exe file - Appendices - Worksheet C. (See **Section 9.0** - Installation Instructions)
 - 3.2.1.1 Bidders **must** print and sign Appendices - Worksheet C - Pricing (Fees)

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- 3.2.2 All charges **must** be included in the cost of the item. Prices quoted must be for services exactly as specified and in Canadian Funds, unless otherwise indicated.

SECTION 3.3 TAXES

- 3.3.1 GST and PST: Where applicable, Goods & Services Tax, and Provincial Sales Tax must be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.

SECTION 3.4 INVOICING/PAYMENT TERMS

- 3.4.1 All invoices **must** be sent to the Thames Valley District School Board, 1250 Dundas Street, P.O. 5888, London, Ontario N6A 5L1. Attention: Accounts Payable.
- 3.4.2 Applicable taxes should 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 Every invoice submitted by the successful vendor shall be in a form acceptable to the TVDSB and each invoice shall include copies of receipted bills and all other documentation required to prove payment of disbursements for which reimbursement is claimed. Failure to provide the required information as part of the invoice may result in delays in payment. No payment shall be made until the TVDSB is satisfied with the services referred to in the invoice.

4.0 SPECIFICATIONS/FUNCTIONAL REQUIREMENT

SECTION 4.1 FUNCTIONAL REQUIREMENTS

- 4.1.1 The functional requirements are detailed in the **Appendices - Worksheet B - Requirements**.
- 4.1.2 The successful vendor will supply all staff necessary to complete the duties of this contract, will carry out all work in a professional manner and to the satisfaction of the TVDSB, and will have all services performed by appropriately qualified staff.
- 4.1.3 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.
- 4.1.4 The successful vendor shall, before replacing any specific person named in the contract, provide notice in writing to the TVDSB and shall seek the approval of the TVDSB prior to the replacement.
- 4.1.5 The successful vendor shall maintain proper financial records and books of account describing the services provided pursuant to this agreement.

SECTION 4.2 IMPLEMENTATION

- 4.2.1 Bidders **must** outline an implementation schedule in **Appendices - Worksheet B - Item B11**.

SECTION 4.3 PRESENTATION/INTERVIEW/DEMONSTRATION

- 4.3.1 Each bidder may be required to make a presentation / attend an interview at its own expense for the evaluation committee. No bid alterations will be allowed. Notification will be given to qualified bidders as to time and place.

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SECTION 5.0 TERMS AND CONDITIONS

SECTION 5.1 GENERAL TERMS AND CONDITIONS

- 5.1.1 Any response submitted to the Bid is IRREVOCABLE for 120 days.
- 5.1.2 A bidder who has already submitted a bid may submit an addendum in writing and signed by the bidder at any time up to the official closing time. (No facsimiles shall be accepted). The last submission shall supercede and invalidate all previous submissions by that bidder as it applies to this Bid. Addenda **must** be submitted to the "Tender Clerk's" Box 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 "Tender Clerk's" box 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 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 bidder.
- 5.1.6 The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or nonperformance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.
- 5.1.7 The TVDSB reserves the right to withdraw the award of the contract to a successful bidder within 30 days of the award if in the opinion of the TVDSB the successful bidder 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. 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 **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 **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

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in this bid document is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed in this bid document.

- 5.1.14 The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of bid acceptance request a bidder to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this Bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the TVDSB. All bidders agree to provide all such additional information as, and when requested, at their own expense, provided no bidder in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.
- 5.1.15 All TVDSB policies, procedures and regulations **must** be adhered to by the successful bidder.
- 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 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 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 will be responsible for seeing that regular supervision is maintained over all working personnel. It is the bidder's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.
- 5.1.20 This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.
- 5.1.21 The acceptance of the bid by the successful bidder and the award of the contract contemplated by this bid document is subject to approval of the Board of Trustees.

SECTION 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 fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful bidder 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 for damages that result from the breach of the terms and conditions of the contract, by the successful bidder.
- 5.2.2 The TVDSB shall have the right to retain and set off from any monies payable to the successful bidder 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 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 for any indebtedness of the supplier that may impact on the TVDSB.

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- 5.2.4 The successful bidder shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful bidder, the TVDSB's staff or third party interruptions.
- 5.2.5 In the event that the successful bidder becomes insolvent, and/or the successful bidder 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.

SECTION 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. 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.
- 5.3.2 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.

SECTION 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:
<http://www.ilo.org>
<http://www.ilo.org/public/english/comp/child/policy/towards.htm>

SECTION 5.5 WORKPLACE SAFETY AND INSURANCE BOARD

- 5.5.1 The successful bidder **must** ensure that all workers carrying out the terms of the contract contemplated in this bid are covered by the Workplace Safety & Insurance Board for the duration of this contract.
- 5.5.2 The successful bidder should furnish a Certificate of Clearance from the Workplace Safety & Insurance Board as evidence that he has made all returns and paid all necessary assessments as required, or levied by the Workplace Safety & Insurance Board. The Certification is to be furnished prior to commencement of work. The successful bidder further agrees to maintain that good standing throughout the contract period and annually thereafter . It is therefore the responsibility of the Contractor to ensure that the Workplace Safety & Insurance Board Certificate is updated every sixty (60) days.
- 5.5.3 The successful bidder **must** ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.

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- 5.5.4 All workplace injuries or accidents on TVDSB property must be reported by the successful bidder to the TVDSB's representative within 24 hours.

SECTION 5.6 COMMERCIAL LIABILITY INSURANCE

- 5.6.1 The successful bidder **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 **must** 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 \$1 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 \$1 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 \$1 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.

This liability policy shall contain the following coverage:

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

- 5.6.3 Upon an award to the successful bidder by the TVDSB, the successful bidder 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 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 or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.

SECTION 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 bidder 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 5.7.3 to subsection 5.7.5 applies to those employees or subcontractors 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 subcontractors. If the bidder does not presently have \$2 million per occurrence

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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. 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:

Third Party Liability Coverage in the form of OAP-1

- 5.7.4 Upon an award to the successful bidder by the TVDSB, the successful bidder 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 or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.
- 5.7.5 The successful bidder 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 part of the successful bidder or any of its representatives or employees by way of the ownership or operation of an automobile.

6.0 BIDDER PROFILE

SECTION 6.1 ADMINISTRATION AND ORGANIZATION - Outline details concerning your company.

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 The successful bidder and their employees 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.
- 6.1.4 Bidders **must** 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.
- 6.1.5 Bidders should state if the staff involved in the execution of this contract are employees or sub-contractors.

7.0 BID SUBMISSION

SECTION 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 following hard copy documents **must** be returned for your bid submission to be accepted.
- 7.1.2.1 A signed copy Terms & Conditions Signature Page - Section 10.1
 - 7.1.2.2 A signed copy of Appendices - Worksheet A, B & C
 - 7.1.2.3 5 Page Requirements Submission
 - 7.1.2.4 Curriculum vitae for Consultants
 - 7.1.2.5 Implementation Schedule

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7.1.2.6 Insurance Certificates

7.1.3 Bidders **must** provide one Diskette or CD with file name “**Appendices**” including:

7.1.3.1 Worksheet A: Terms and Conditions Response in Excel format - Electronic response is required.

7.1.3.2 Worksheet B: Requirements in Excel format - Electronic response required.

7.1.3.3 Worksheet C: Pricing in Excel format - Electronic response required.

7.1.3.4 Requirements: 5 Pages Requirements Submission - Electronic response required.

7.1.4 It is the bidder’s responsibility to ensure the that the necessary “**files**” are on the diskette or CD.

7.1.5 If the diskette or CD is not returned or does not have the files shown in the Terms and Conditions document, your bid will be rejected. The TVDSB will only accept bids received on properly completed and functional diskettes.

7.1.6 Failure to respond in electronic format will deem the bid noncompliant.

7.1.7 All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.3 - LABELING Instructions).

7.1.8 Bidders’ submissions should include page numbers for ease of reference by Committee Members.

7.1.9 The specifications and pricing section of the bid submission should not make reference to supplemental materials.

7.1.10 Supplemental materials **will not qualify** as substitutes for direct responses to the bid’s requirements (except specifically requested material, such as the Curriculum vitae for Consultants, etc.).

8.0 AWARD OF BID

SECTION 8.1 EVALUATION PROCESS

8.1.1 All bid submissions will first be evaluated on their compliance with the requirements of this bid document.

8.1.2 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.

8.1.3 The selection committee will finalize the recommendation to the Board of Trustees, receive approval from the Trustees and establish a complete contract with the successful Executive Search Firm. In case of a dispute, the decision of the TVDSB will be final.

8.1.4 All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the following evaluation criteria:

8.1.4.1 Ability to supply the requirements identified in Appendices and other relevant sections.

8.1.4.2 Bidders’ relevant experience of similar projects/proven ability to work within the parameters of a public educational institute or related educational sector.

8.1.4.3 Administration, organization and staffing.

8.1.4.4 Qualifications and appropriateness of the bidder or and individual(s) to be assigned to this project to perform the work

8.1.4.5 Fees/Cost effectiveness

8.1.4.6 Proposed Work Plan, Timeline and ability to meet specified timelines

8.1.4.7 References

8.1.4.8 Support Services/Guarantees/Outcomes

8.1.4.9 Interview/Presentation (if required)

8.1.4.10 Freedom from potential legal liabilities

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8.1.5 The determination of equal quality will be based on our internal professional opinions.

SECTION 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, at www.tvdsb.on.ca

“Purchasing Bids”

“Electronic Bidding Instructions, Bid Download and Bid Results”,

Scroll to the end of the document, click

“Proceed to inquiry/download page”.

Proceed to the Bid, click

“Results - Check Mark”

View documents in PDF format.

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

Cheryl MacKenzie, Supervisor
Purchasing Services
Thames Valley District School Board

Peggy Sattler
Chairperson

9.0 INSTRUCTIONS/APPENDICES

SECTION 9.1 ELECTRONIC BIDDING INSTRUCTIONS

9.1.1 As well, documents are available from the TVDSB Web Site at www.tvdsb.on.ca (click "**Supply Management**" tab, click "**Electronic Tendering Instructions Tender Download**," scroll to the end of the document, click "**Proceed to inquiry/download page**"). Click on the "name of the Tender" to view documents in PDF format. Click on the "**NEW**" log to download the executable files for preparing and submitting your bid. All tender files are available for downloading at no charge from the TVDSB web site.

9.1.2 **To use the electronic system, bidders must have the following equipment:**

- Microsoft Windows, **version 95 or greater**
- 2.5 MB available hard drive space
- 3 .5" 1.44 MB diskette drive

9.1.3 **INSTALLATION ONTO YOUR PC:**

9.1.3.1 The TVDSB has made every effort to ensure the diskette is free of any virus and is functional. *However, in safe computing practice, you are responsible for checking this diskette on your own virus checker to ensure it is free of any virus.*

9.1.4 **WINDOWS 95/98/ME/2000/XP USERS:**

9.1.4.1 Start Windows Explorer.

9.1.4.2 Place the enclosed diskette into diskette drive or download the executables from our Web Site as shown above. Open Windows Explorer, click on "3.5" Floppy Drive." Double click on "**setup.exe**" file. Follow the instructions.

9.1.4.3 The files are installed into a directory called **C:\LBTENDER**. The installation process also creates a submenu in the Programs group called 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.

9.1.4.4 **Open Windows Explorer** and click on C:\drive, look for the folder "**lbtender**"

9.1.4.5 The installation process will show the following file in the C:\lbtender directory:
Appendices

9.1.4.6 To start the process open the Appendices file and complete as instructed.

9.2 **THE RETURN DISKETTE:**

9.2.1 Once you have completed the information in the Appendices **save** the files and check to ensure that the "**files**" are on the disk. **Without these files your bid will be unable to be downloaded.**

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SECTION 9.3 LABELING OF ENVELOPE AND DISKETTE

9.3.1 PLEASE ADDRESS TENDER ENVELOPE AS SHOWN BELOW:

From: _____ Firm Name
_____ Address

OFFICE OF THE TENDERS CLERK Thames Valley District School Board EDUCATION CENTRE, 1250 Dundas Street, LONDON, Ontario N5W 5P2
Executive Search Firm RFP #378-2007 Return Date: 2007/August/09 12:00:00 noon

9.3.2 PLEASE AFFIXED LABEL ON DISKETTE AS SHOWN BELOW:

THAMES VALLEY DISTRICT SCHOOL BOARD Executive Search Firm RFP #378-2007 Return Date: 2007/August/09 12:00:00 noon Signature: _____ Firm Name: _____
--

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10.0 SIGNATURE PAGE

This page **must** be completed, signed below and must be included with your submission for your bid to be accepted.

I hereby acknowledge and agree that I have read and completed all of the preceding Contract Terms and Conditions and all Appendices. All required Appendices are included in our bid submission.

I/We the undersigned are duly authorized to execute this Request for Proposal on behalf of:

NAME: _____
(Please print)

TITLE: _____

SIGNATURE: _____

FIRM NAME: _____

State the legal entity that your organization operates under:

- Proprietorship Partnership
- Corporation

If your organization is incorporated, bidders must state the jurisdiction in which the corporation was originally incorporated in:

Name of each individual Partner or Correct Legal Name of Corporation: _____

E-MAIL ADDRESS: _____

ADDRESS: _____

INTERNET ADDRESS: _____

TELEPHONE NO.: _____ FAX NO.: _____

If subcontracting/sub-consulting, bidders must provide the correct legal name for any sub-contractor/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 Proposal) with whom the bidder enters into a contract(s) with to carry out any portion of this contract:

Firm Name: _____

Firm Address: _____

Telephone Number: _____ Fax Number: _____

Contact Person: _____ Email Address: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
1.1.1	The TVDSB is seeking proposals for the purpose of selecting an Executive Search Firm to work in conjunction with the Board of Trustees related to the selection of the successful candidate for a Director of Education and Secretary. This intensive search is for a well-qualified educational administrator who will provide strong, innovative leadership for its school system. The successful vendor will be responsible for the provision of professional services for a FULL EXECUTIVE SEARCH for the hiring of a new Director of Education and Secretary for the Thames Valley District School Board.		
1.1.2	The Appendices describe examples of our theory of the proposed provision of services. We would encourage bidders to use these as a basis of bidding, but also encourage you to make recommendations for change. THIS IS YOUR PROPOSAL TO US.		
1.1.3	Proposals must clearly outline the responsibilities both of the TVDSB and the successful vendor. ALL costs payable by the TVDSB for these services must be clearly defined.		
1.1.4	We expect to notify the successful bidder by September 12, 2007 and it is expected that the start date of a new Director of Education and Secretary will be January 1, 2008.		
1.2.1	Several key issues/challenges facing the TVDSB are:		
	• Meeting Ministry of Education Academic Targets		
	• Declining Enrolment		
	• Accommodation		
	• Budget/Funding		
	• Labour Relations		
	• Special Education		
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" - 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" - Bidders "should" include the required information in bid submission.		
2.1.1.3	The word "NONCOMPLIANT" – 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 or the successful bidder to perform all or any portion of this bid.		

FIRM NAME: _____

SIGNATURE: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
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.		
2.1.6.1	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 which contains a major irregularity.		
2.1.6.2	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.		
2.2.1	Bidders must use the electronic bidding file (setup.exe) which is available on the Internet at www.tvdsb.on.ca, "Purchasing Bids", "Electronic Bidding Instructions, Bid Download and Bid Results", Scroll to the end of the document, click "Proceed to inquiry/download page". Proceed to the Bid.		
	Click on "Bid Name" for a copy of the RFP in PDF format		
	Click "New" Icon for the Setup.exe file contains the following file: (See Electronic Tendering Instructions page.)		
	Appendices:		
	Worksheet A -Terms and Conditions Response in Excel format - Electronic response is required.		
	Worksheet B - Requirements Excel format - Electronic response required.		
	Worksheet C - Pricing in Excel format - Electronic response required.		
2.3.1	Sealed Proposals must be returned to:		
	"Tender Clerk,"		
	Tender Clerk's box, Main Floor Reception, Education Centre		
	Thames Valley District School Board,		
	P. O. Box 5888,		
	1250 Dundas Street		
	London, Ontario,		
	N6A 5L1		
2.3.2	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.3 - Labeling of Envelope and diskette or CD).		

FIRM NAME: _____

SIGNATURE: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
2.3.3	The bid submission must be returned to the "Tender Clerk" for your bid submission to be accepted.		
2.3.4	Delivery to the "Tender Clerk" is the responsibility of the bidder.		
2.3.5	Submissions received late or by electronic transmission (i.e., fax/e-mail) shall not be accepted.		
2.3.6	Late bids will be returned unopened to a bidder, if a return address is included on the submission envelope.		
2.4.1	ISSUE DATE: 2007 July 16		
2.4.2	QUESTIONS: Monday, 2007 July 23		
2.4.3	ANSWERS TO QUESTIONS: Thursday, 2007 July 26		
2.4.4	RETURN DATE and TIME: Prior to 12:00:00 local time Thursday, 2007 August 09.		
2.4.5	PRESENTATION IF REQUIRED: Dates: Monday, 2007 August 20 or Thursday, 2007 August 23 or Friday, 2007 August 24		
2.5.1	All questions pertaining to this bid document should be addressed to: Cheryl MacKenzie, by Fax (519) 452-2399 no later than Friday, 2007 July 20. After this date no further inquiries, concerns or questions may be submitted. The TVDSB reserves the right to distribute in writing to all other registered bidders a notice of content of any inquiry and the TVDSB's response, if any. All questions pertaining to this bid document must be submitted in writing.		
2.5.2	Answers to all questions will be posted to the TVDSB Web Site at www.tvdsb.on.ca , "Purchasing Bids", "Electronic Bidding Instructions, Bid Download and Bid Results", Scroll to the end of the document, click "Proceed to inquiry/download page". Proceed to the Bid, click, "Answers to Questions", View documents in PDF format.		
2.5.3	Questions concerning the terms and conditions of the bid whether made orally or in writing, to any individual other than indicated above, at the sole discretion of the TVDSB, render your submission noncompliant. The TVDSB will only be bound by written answers to questions.		
2.5.4	Should questions raised by a bidder necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site. See Section 2.5.3.		
3.1.1	This contract shall be limited to the hiring of this one position on behalf of the TVDSB.		
3.1.2	A binding contract will be established with the successful vendor.		
3.2.1	Bidders must complete the pricing section which is installed using the Setup.exe file - Appendices Bid Report. (See Section 9. - Installation Instructions)		

FIRM NAME: _____

SIGNATURE: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
3.2.1.1	Bidders must print and sign Appendices - Worksheet C - Pricing/Fees		
3.2.2	All charges must be included in the cost of the item. Prices quoted must be for services exactly as specified and in Canadian Funds, unless otherwise indicated.		
3.3.1	GST and PST: Where applicable, Goods & Services Tax, and Provincial Sales Tax must be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
3.4.1	All invoices must be sent to the Thames Valley District School Board, 1250 Dundas Street, P.O. 5888, London, Ontario N6A 5L1. Attention: Accounts Payable.		
3.4.2	Applicable taxes should 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	Every invoice submitted by the successful vendor shall be in a form acceptable to the TVDSB and each invoice shall include copies of receipted bills and all other documentation required to prove payment of disbursements for which reimbursement is claimed. Failure to provide the required information as part of the invoice may result in delays in payment. No payment shall be made until the TVDSB is satisfied with the services referred to in the invoice.		
4.1.1	The functional requirements are detailed in the Appendices - Worksheet B - Requirements		
4.1.2	The successful vendor will supply all staff necessary to complete the duties of this contract, will carry out all work in a professional manner and to the satisfaction of the TVDSB, and will have all services performed by appropriately qualified staff.		
4.1.3	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.		
4.1.4	The successful vendor shall, before replacing any specific person named in the contract, provide notice in writing to the TVDSB and shall seek the approval of the TVDSB prior to the replacement.		
4.1.5	The successful vendor shall maintain proper financial records and books of account describing the services provided pursuant to this agreement.		

FIRM NAME: _____

SIGNATURE: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
4.2.1	Bidders must outline an implementation schedule in Appendices - Worksheet B - Item B11		
4.3.1	Each bidder may be required to make a presentation / attend an interview at its own expense for the evaluation committee. No bid alterations will be allowed. Notification will be given to qualified bidders as to time and place.		
5.1.1	Any response submitted to the Bid is IRREVOCABLE for 120 days.		
5.1.2	A bidder who has already submitted a bid may submit an addendum in writing and signed by the bidder at any time up to the official closing time. (No facsimiles shall be accepted). The last submission shall supercede and invalidate all previous submissions by that bidder as it applies to this Bid. Addenda must be submitted to the "Tender Clerk's" Box 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 "Tender Clerk's" box 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 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 bidder.		
5.1.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or nonperformance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful bidder within 30 days of the award if in the opinion of the TVDSB the successful bidder is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the bidder.		
5.1.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB reserves the right to decline any or all bid submissions, or to cancel the Bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the TVDSB to any bidder for any expense, cost, loss or damage incurred or suffered by the bidder as a result of such withdrawal.		
5.1.9	All costs associated with the preparation of the bid submission will be solely the responsibility of the bidder.		

FIRM NAME: _____

SIGNATURE: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
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. 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 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 must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		
5.1.13	While the TVDSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the TVDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed in this bid document.		
5.1.14	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of bid acceptance request a bidder to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this Bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the TVDSB. All bidders agree to provide all such additional information as, and when requested, at their own expense, provided no bidder in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.		
5.1.15	All TVDSB policies, procedures and regulations must be adhered to by the successful bidder.		
5.1.15.1	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		

FIRM NAME: _____

SIGNATURE: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
5.1.15.2	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.15.3	The successful bidder 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 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 will be responsible for seeing that regular supervision is maintained over all working personnel. It is the bidder's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.		
5.1.20	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		
5.1.21	The acceptance of the bid by the successful bidder and the award of the contract contemplated by this bid document is subject to approval of the Board of Trustees.		
5.2.1	The TVDSB reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful bidder fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful bidder 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 for damages that result from the breach of the terms and conditions of the contract, by the successful bidder.		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful bidder 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 or its insurer.		

FIRM NAME: _____

SIGNATURE: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
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 for any indebtedness of the supplier that may impact on the TVDSB.		
5.2.4	The successful bidder shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful bidder, the TVDSB's staff or third party interruptions.		
5.2.5	In the event that the successful bidder becomes insolvent, and/or the successful bidder 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 with another service provider suitable to the TVDSB in addition to all of its other rights pursuant to the term of this Bid.		
5.3.1	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. 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.		
5.3.1 Continued	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.		
5.3.2	All bidders agree not to disclose any information provided by the TVDSB in this bid document to any third party without the written consent of the TVDSB.		

FIRM NAME: _____

SIGNATURE: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
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: http://www.ilo.org , http://www.ilo.org/public/english/comp/child/policy/towards.htm		
5.5.1	The successful bidder must ensure that all workers carrying out the terms of the contract contemplated in this bid are covered by the Workplace Safety & Insurance Board for the duration of this contract.		
5.5.2	The successful bidder should furnish a Certificate of Clearance from the Workplace Safety & Insurance Board as evidence that he has made all returns and paid all necessary assessments as required, or levied by the Workplace Safety & Insurance Board. The Certification is to be furnished prior to commencement of work. The successful bidder further agrees to maintain that good standing throughout the contract period and annually thereafter . It is therefore the responsibility of the Contractor to ensure that the Workplace Safety & Insurance Board Certificate is updated every sixty (60) days.		
5.5.3	The successful bidder must ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.		
5.5.4	All workplace injuries or accidents on TVDSB property must be reported by the successful bidder to the TVDSB's representative within 24 hours.		
5.6.1	The successful bidder 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.		

FIRM NAME: _____

SIGNATURE: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
5.6.2	Each bidder must 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 \$1 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 \$1 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 \$1 million per occurrence from the commencement of the contract should the contract be awarded to the bidder. The successful bidder 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.		
	This liability policy shall contain the following coverage:		
	Personal Injury & Property Damage		
	Non-Owned Automobile Liability		
	Owners and Contractors Protective Coverage		
	Contractual Liability		
	Broad Form Property Damage		
	Products & Completed Operation Insurance		
	Contingent Employees Liability		
	Cross Liability Clause and Severability of Interest Clause		
5.6.3	Upon an award to the successful bidder by the TVDSB, the successful bidder 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 or its employees or subcontractors during the performance of its obligations under the contract.		
5.6.4	The successful bidder 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 or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		
5.7.1	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.		

FIRM NAME: _____

SIGNATURE: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
5.7.2	In the event of an affirmative answer to 5.7.1, the successful bidder 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 5.7.3 to subsection 5.7.5 applies to those employees or subcontractors 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 \$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.		
5.7.3 Continued	The successful bidder further agrees to maintain that good standing throughout the term of the contract. 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: Third Party Liability Coverage in the form of OAP-1		
5.7.4	Upon an award to the successful bidder by the TVDSB, the successful bidder 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 or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		

FIRM NAME: _____

SIGNATURE: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
5.7.5	The successful bidder 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 or any of its representatives or employees by way of the ownership or operation of an automobile.		
6.1.1	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.		
6.1.2	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.		
6.1.3	The successful bidder and their employees 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.		
6.1.4	Bidders must 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.		
6.1.5	Bidders should state if the staff involved in the execution of this contract are employees or sub-contractors.		
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 following hard copy documents must be returned for your bid submission to be accepted.		
7.1.2.1	A signed copy Terms & Conditions Signature Page - Section 10.1		
7.1.2.2	A signed copy of Appendices - Worksheet A, B & C		
7.1.2.3	5 Page Requirements Submission		
7.1.2.4	Curriculum vitae for Consultants		
7.1.2.5	Implementation Schedule		
7.1.2.6	Insurance Certificates		
7.1.3	Bidders must provide one Diskette or CD with file name "Appendices" including:		
7.1.3.1	Worksheet A - Terms and Conditions Response in Excel format - Electronic response is required.		

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BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
7.1.3.2	Worksheet B - Requirements in Excel format - Electronic response required.		
7.1.3.3	Worksheet C - Pricing in Excel format - Electronic response required.		
7.1.3.4	5 Page Requirements Submission - Electronic response required.		
7.1.4	It is the bidder's responsibility to ensure the that the necessary "files" are on the diskette or CD.		
7.1.5	If the diskette or CD is not returned or does not have the files shown in the Terms and Conditions document, your bid will be rejected. The TVDSB will only accept bids received on properly completed and functional diskettes.		
7.1.6	Failure to respond in electronic format will deem the bid noncompliant.		
7.1.7	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.3 - LABELING Instructions).		
7.1.8	Bidders' submissions should include page numbers for ease of reference by Committee Members.		
7.1.9	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		
7.1.10	Supplemental materials will not qualify as substitutes for direct responses to the bid's requirements (except specifically requested material, such as the detailed specification sheets, etc.).		
8.1.1	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		
8.1.2	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.		
8.1.3	The selection committee will finalize the recommendation to the Board of Trustees, receive approval from the Trustees and establish a complete contract with the successful Executive Search Firm. In case of a dispute, the decision of the TVDSB will be final.		
8.1.4	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the following evaluation criteria:		
8.1.4.1	Ability to supply the requirements identified in Appendices and other relevant sections.		
8.1.4.2	Bidders' relevant experience of similar projects/proven ability to work within the parameters of a public educational institute or related educational sector.		
8.1.4.3	Administration, organization and staffing.		
8.1.4.4	Qualifications and appropriateness of the bidder or and individual(s) to be assigned to this project to perform the work		

FIRM NAME: _____

SIGNATURE: _____

BID TERM NO.	TERMS & CONDITIONS RESPONSE	WILL COMPLY/WILL NOT COMPLY	COMMENT
WORKSHEET A-VENDOR RESPONSE TERMS & CONDITIONS			
8.1.4.5	Fees/Cost effectiveness		
8.1.4.6	Proposed Work Plan, Timeline and ability to meet specified timelines		
8.1.4.7	References		
8.1.4.8	Support Services/Guarantees/Outcomes		
8.1.4.9	Interview/Presentation (if required)		
8.1.4.10	Freedom from potential legal liabilities		
8.1.5	The determination of equal quality will be based on our internal professional opinions.		
8.2.1	The results of this bid will be posted to the TVDSB Web Site as soon as decisions have been made at www.tvdsb.on.ca , "Purchasing Bids", "Electronic Bidding Instructions, Bid Download and Bid Results", Scroll to the end of the document, click "Proceed to inquiry/download page". Proceed to the Bid, click, "Results - Check Mark", View documents in PDF format.		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO	DESCRIPTION	RESPONSE	COMMENT
	<p>WORKSHEET B - REQUIREMENTS</p> <p>Bidders must submit a response not to exceed 5 pages in total (8½" x 11"), demonstrating how they will address the requirements listed below (Items B1 to B1.16.) Any additional information submitted will not be reviewed. Bid submissions should be structured using only the criteria identified in this bid document Worksheet B - B1 to B1.16. When submitting bids, bidders should use the same numbering format, as on this bid document. Other requested documents including Appendix A, B & C and all certificates are in addition to the 5 pages.</p>		
B1	While it is the TVDSB's intention to work in partnership with the chosen consultant to complete this project, it is the responsibility of the vendor to provide a FULL EXECUTIVE SEARCH, including the following:		
B1.1	Conduct a national search.		
B1.2	Develop a "Candidate Profile" based on the "draft criteria for selection" developed by Board Trustees on September 21 and 22, 2007.		
B1.3	Direct the sourcing of potential candidates.		
B1.4	Produce and place appropriate advertising in newspapers and/or journals and/or electronic processes/databases. Please include advertising strategies.		
B1.5	Respond to all inquiries from potential candidates, with details about the process and other relevant information.	<p>Bidders must include the 5 page Requirements Response in their bid submission in both hard copy and electronic format (Word, or Pdf).</p>	
B1.6	Develop the process for submission and receipt of applications.		
B1.7	Develop a screening process to compare qualified and appropriate applicants against the "Candidate Profile" and, in partnership with Board Trustees, provide a further screening process of competitors to develop a short list of candidates for Board Trustees to interview.		
B1.8	Develop interview process and interview questions in consultation with the Board Trustees.		
B1.9	Organize and moderate final interview of short list with the Board Trustees.		
B1.10	Provide a process for reference checks of candidates at each stage of the process and conduct same.		
B1.11	Notify unsuccessful candidates and provide debriefing of candidates on the outcome of the search.		
B1.12	Indicate the firm's current successful experience with projects of the same scope requested within the last three years.		
B1.13	Support services are a consideration in awarding this bid. Include any and all support and implementation services your firm will provide.		

FIRM NAME: _____

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ITEM NO	DESCRIPTION	RESPONSE	COMMENT
WORKSHEET B - REQUIREMENTS			
B1.14	Bidders must include a statement outlining your company's quality assurance philosophy and program.		
B1.15	The successful bidder should illustrate its independence and objectivity to act in the best interests of the TVDSB and without bias to any particular applicant. Include a description of the procedures to be followed to protect the integrity of the administration of the contract. The vendor shall reveal throughout the course of the contract any conflict of interest, or possible perceived conflict of interest arising from recommendations the vendor is making which may favour a particular applicant.		
B1.16	Confidentiality of records and information concerning this project must be strictly maintained at all times.		
BIDDERS RESPONSE			
B2	Bidders should state professional qualifications (e.g. Canadian Human Resource Professional [CHRP]) and membership in respective professional organizations (e.g. Human Resource Professional Association of Ontario; Association of Professional Placement Agencies and Consultants [APPAC]; National Personnel Associates [NPA]).		
B3	Size of firm including the Professional Qualifications of the Principals & Partners in the firm and their title(s). Bidders must include an organizational chart.		
B4	Bidders should state all staff involved in the execution of this contract. Bidders are expected to provide all clerical support.		
B5	Bidders should state if the staff involved in the execution of this contract are employees or sub-contractors/sub-consultants.		
B6	Bidders must provide a minimum of three references for similar successful projects. The reference must contain the following information:		
B6.1	Reference 1: Agency Name:		
B6.2	Address:		
B6.3	Contact person:		
B6.4	Telephone number:		
B6.5	Fax Number:		
B6.6	E-mail address:		
B6.7	Description of Project:		
B6.8	Reference 2: Agency Name:		
B6.9	Address:		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO	DESCRIPTION	RESPONSE	COMMENT
WORKSHEET B - REQUIREMENTS			
B6.10	Contact person:		
B6.11	Telephone number:		
B6.12	Fax Number:		
B6.13	E-mail address:		
B6.14	Description of Project:		
B6.15	Reference 3: Agency Name:		
B6.16	Address:		
B6.17	Contact person:		
B6.18	Telephone number:		
B6.19	Fax Number:		
B6.20	E-mail address:		
B6.21	Description of Project:		
B7	Bidders should state the prime consultant that you will use in the execution of this contract . Bidders should include in the bid submission a curriculum vitae of the individual who will be permanently assigned as the prime consultant.		
B8	Bidders should state (2) references (as opposed to the firm's references) where the prime consultant(s) has successfully conducted a search of this significance. The individual will remain as the primary contact throughout the duration of the contract, unless mutually agreed upon alternatives can be found. The TVDSB reserves the right to terminate the contract should a suitable alternative not be available.		
B8.1	Primary Consultant Reference 1: Agency Name:		
B8.2	Address:		
B8.3	Contact person		
B8.4	Telephone number.		
B8.5	Fax Number:		
B8.6	E-mail address:		
B8.7	Description of Project:		
B8.8	Primary Consultant Reference 1: Agency Name:		
B8.9	Address:		
B8.10	Contact person		
B8.11	Telephone number.		
B8.12	Fax Number:		
B8.13	E-mail address:		
B8.14	Description of Project:		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO	DESCRIPTION	RESPONSE	COMMENT
WORKSHEET B - REQUIREMENTS			
B9	If it is the intention to assign an assistant to the primary consultant, bidders should state the name of any assistant. Bidders should include in the bid submission a curriculum vitae for this individual.		
B10	Bidders should state (2) references where this individual (as opposed to the firm's references) has successfully conducted a search of this significance.		
B10.1	Consultant Reference 1: Agency Name:		
B10.2	Address:		
B10.3	Contact person:		
B10.4	Telephone number:		
B10.5	Fax Number:		
B10.6	E-mail address:		
B10.7	Description of Project:		
B10.8	Consultant Reference 1: Agency Name:		
B10.9	Address:		
B10.10	Contact person:		
B10.11	Telephone number:		
B10.12	Fax Number:		
B10.13	E-mail address:		
B10.14	Description of Project:		
IMPLEMENTATION SCHEDULE			
B11	Bidders must provide a detailed description of a proposed work plan including a clear timetable from an initial meeting through to appointing a successful candidate as well as submission of progress reports throughout the search.		

FIRM NAME: _____

SIGNATURE: _____

ITEM NO	DESCRIPTION	COST	COMMENTS
WORKSHEET C - FEES AND FEE SCHEDULE, INCLUDING DISBURSEMENTS			
	All proposals must clearly outline the responsibilities both of the TVDSB and the successful vendor. ALL costs payable by the TVDSB for these services must be clearly defined. Bidders must clearly describe your fees and fee schedule .		
C1	An all-inclusive Fee Schedule, including, if any, installment payments AND schedule separated into the options below:		
C1.1	State Fees and fee structure - Hourly rate, set fee etc.		
C2	Other disbursements, as listed below:		
C2.1	Accommodation		
C2.2	Travel Expenses		
C2.3	Meal Expenses		
C2.4	Engagement Fee		
C2.5	Clerical Support		
C2.6	Long distance telephone charges		
C2.7	Fax, postage/courier		
C2.8	Use of electronic databases		
C2.9	Disengagement fee (should the Board cancel the search)		
C2.10	Approximate cost of advertising based on the advertising strategies outlined in your 5 page Requirements Submission		
C3	Interview Accommodation, Travel, Meal Expenses for Out-of-town Candidates		
C4	Bidders must state billing period (e.g. monthly) and a description of these expected expenses		
C5	If your fee states progress billing, please list installments based on your timetable of service and in conjunction with the progress reports you will provide		
C6	State the terms of the firm's guarantee, if the TVDSB is not satisfied		
C7	Bidders must state any other expenses below:		
C7.1			
C7.2			
C7.3			
C7.4			
C7.5			
C7.6			
C7.7			
C7.8			

FIRM NAME: _____

SIGNATURE: _____

ITEM NO	DESCRIPTION	COST	COMMENTS
C7.9	WORKSHEET C - FEES AND FEE SCHEDULE, INCLUDING DISBURSEMENTS		
C7.10			

FIRM NAME: _____

SIGNATURE: _____