THAMES VALLEY DISTRICT SCHOOL BOARD

&

THE LONDON DISTRICT CATHOLIC SCHOOL BOARD

REQUEST FOR PROPOSAL

FACILITY MANAGER

STRATHROY SECONDARY SCHOOLS

Issued by: The Thames Valley District School Board

& The London District Catholic School Board
THE THAMES VALLEY DISTRICT SCHOOL BOARD &
THE LONDON DISTRICT CATHOLIC SCHOOL BOARD
REQUEST FOR PROPOSAL
FACILITY MANAGER - STRATHROY SCHOOLS

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Sealed request for proposals addressed to the “Tender’s Clerk,” Thames Valley District School Board, P. O. Box 5888, London, Ontario, N6A 5L1 will be received at the Tender’s Clerk box, Main Floor Reception, Education Centre, 1250 Dundas Street, London, Ontario prior (12:00 noon) 2002 April 10 for supplying any or all of the following subject to the conditions herein. Proposals received late or by electronic transmission (ie. Fax/E-mail) shall not be accepted. Late bids will be returned unopened to the bidder, if you have a return address on the submission. Bidders must provide five (5) signed copies of the proposal, and deliver to the above address in the enclosed envelope (red border) or properly identified with the RFP name & number.

Delivery to the Tender’s Clerk box is the responsibility of the bidder.

This is a joint bid being called by BOTH District School Boards (hereafter referred to as The Boards).

1.02 BACKGROUND

1.1 The Thames Valley District School Board and the London District Catholic School Board incorporate all public & catholic schools within counties of Elgin, Middlesex and Oxford.

2.0 PURPOSE

2.1 We are jointly constructing a secondary school facility within the town of Strathroy. This is a multipurpose facility which includes an arena, secondary schools, various sports fields & parking facilities. The purpose of this Request for Proposal is to provide a Facility Manager as an independent contractor to be responsible for all facets of the day to day operation of the site.

2.2 This Proposal is issued jointly by The Boards. Agreement has been reached to include the London District Catholic School Board. Thames Valley Board accepts no liability for acts of, decisions by, and information about the London District Catholic School Board. The decision to participate within the terms of this Request For Proposal is strictly the decision of the London District Catholic School Board.
3.0 QUESTIONS/TERMINOLOGY/DEFINITIONS

3.1 All questions pertaining to this proposal must be made in writing and sent by fax to: Kevin Bushell, Manager, Projects & Maintenance, no later than 2002 April 03 - 4 P.M.. Fax (519) 452-2411. After this date no further inquiries, concerns or questions may be submitted. We reserve the right to distribute in writing a notice of content of any inquiry. Only communications in writing will are binding upon The Boards. Only registered bidders (from the March 19th Mandatory Pre-Bid Meeting) will receive questions and answers.

3.2 Communication concerning the terms and conditions of this proposal to any individual other than as indicated in 3.1 will automatically cancel your submission.

3.3 A bidder may withdraw a bid at any time up to the official closing time by letter bearing an authorization signature. Withdrawal requests received after the closing date will not be permitted. A bidder who has already submitted a proposal may submit an addendum in writing and signed by the bidder at any time up to the official closing time. The last submission shall supercede and invalidate all previous submissions by that bidder as it applies to this proposal. A bidder may withdraw their proposal at any time up to the official closing time by a letter bearing an authorized signature and submission withdrawals must be submitted to the Tender Clerk’s box. Withdrawal requests received after the closing time will not be permitted.

3.4 The following words are used throughout this Request for Proposal and bidders should note these conditions when completing their proposal submission.

3.4.1 The word “MUST” - Bidders “must” include the required information in proposal submission. Failure to include the required information will deem submission noncompliant and the bid will be eliminated from further evaluation.

3.4.2 The word “SHOULD” - Bidders “should” include the required information in proposal submission. Failure to include the required information could result in a loss of points, if information is required as part of evaluation criteria used in the award of this bid.

3.5 All the Boards policies, procedures and regulations must be adhered to by the successful bidder.
3.5.1 Smoking is prohibited in all The Boards buildings and on all The Boards properties.
4.0 STRUCTURE

4.1 Each proposal must be structured using only the criteria identified in this proposal. When submitting proposals, bidders must use the same numbering format, as on this Request for Proposal. Bidders’ submissions should include page numbers for ease of reference by Committee Members. Alternative and additional information can be indexed at the end of the proposal. However, this additional information should not include pricing or added value information. Please minimize extraneous materials supporting your proposal.

5.0 QUALITY

5.1 Each proposal submission must include a statement outlining your company’s quality assurance philosophy and program and detailing how your company will respond to:

5.1.1 Service related problems

5.1.2 Quality problems

6.0 ADMINISTRATION ORGANIZATION AND STAFFING

Include:

6.1 An organization chart.

6.2 State the correct legal name under which the Bidder carries on business, telephone number and fax number, as well as the name or names of appropriate contact personnel which The Boards may consult regarding the Proposal.

6.3 Indicate if a bidder is a sole proprietor, the full personal name together with the name of the proprietorship, (ie. John Doe, carrying on business under the firm name and style of “John’s Excellence Service”).

6.4 State if a bidder is a partnership, the full name of all individual partners, together with the correct legal business name of the partnership.

6.5 If a bidder is a corporation, the bidder should provide the full legal name of the corporation, together with the jurisdiction in which the corporation was originally incorporated.
6.6 State the name and address of all partners of any partnership, the names of all officers, directors and shareholders holding more than 10% of the outstanding shares of any class of any corporate bidders.

6.7 The board reserves the right any time after the closing date, to require any bidder to provide evidence satisfactory to the Board on its financial standing and stability and 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 Board within four (4) days of the date of any such request.

6.8 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.

6.9 Each bidder should list any subcontractors or partners who would be involved in the contract of this execution.

6.10 Do your company employees wear uniforms & photo identification?

6.11 The successful supplier and their employees shall not be considered The Boards’ employees and shall not represent themselves as an agent or representative of The Boards nor be eligible for any of the benefits provided to The Boards’ employees.

6.12 The Boards reserve the right to demand the removal of any successful bidder’s employees engaged in this contract if, in The Boards’ opinion, their conduct has been of an unacceptable nature.

6.13 The successful supplier will reimburse The Boards for any damages through negligence or willful act of any of the successful bidder’s staff.

6.14 Each bidder should indicate if a Health And Safety committee exists within their organization and if the minutes from the committee are available.

6.15 The successful bidder will carry out all work in a professional manner and to the satisfaction of the Boards. All trades work to be performed by appropriately certified staff.
6.16 The successful bidder shall not, at any time, change subcontractors approved by the Boards without permission of the Boards.

6.17 It is mutually agreed and understood that the successful bidder will not assign, transfer, convey, or otherwise dispose of the contract or the right, title, or interest therein, or the bidder’s power to execute such a contract to any other person, firm, company, or corporation without the previous written consent of the Boards.

7.0 INVOICING/PAYMENT TERMS

7.1 All invoicing must be in Canadian Funds. Provincial Sales Tax and Goods & Services.

7.2 Applicable taxes will be shown as separate line items on all invoices.

7.3 The Boards’ payment policy is Net 30 days from receipt of invoice.

STATE PAYMENT TERMS: _______% _____ DAYS; NET _______ DAYS

7.4 The bidder should indicate any specific payment terms. It is generally expected that payment will be 30 days from receipt of invoice.

7.5 The Boards prefer to reduce the number of invoices. Please indicate how your firm would be able to assist with this goal.

8.0 REFERENCES

8.1 Each proposal must provide a minimum of (3) references where you have successfully provided services with a similar service description. The proposal must contain the following information:

<table>
<thead>
<tr>
<th>AGENCY NAME</th>
<th>ADDRESS</th>
<th>CONTACT PERSON &amp; TELEPHONE</th>
<th>SIZE &amp; SCOPE OF THE PROJECT</th>
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9.0 HEALTH, SAFETY REGULATIONS

As stipulated in 3.15 of attached Appendix B - Facility Management Agreement

The successful bidder must comply with all legal requirements of all levels of government.

10.0 WORKPLACE SAFETY AND INSURANCE BOARD

10.1 The successful bidder shall 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 and each year thereafter. The good standing must be maintained throughout the contract.

10.2 All workplace injuries or accidents on Board property must be reported by the successful vendor to the Board’s representative within 24 hours.

11.0 DEMONSTRATION/SITE VISIT

11.1 Each bidder may be required to arrange a visit for the evaluation committee to an existing location that matches the scope of this proposal.

12.0 TRAINING/SUPPORT

12.1 Training and support services are a consideration in awarding this proposal. Include any and all support, implementation and training services your company will provide to the personnel who would be assigned to this contract.

12.2 It is important that all staff members of a school play a significant role in reinforcing student’s attitudes, behaviors and responsibilities. Explain how your firm might contribute.

13.0 SUPPLEMENTAL MATERIALS TO YOUR PROPOSAL

13.1 Supplemental materials must not be combined with a required component of the proposal (included in a proposal binder, for example).
13.2 Supplemental materials will not qualify as substitutes for direct responses to the Proposal’s requirements.

13.3 The Proposal may make reference to supplemental materials if submitted. However, the Response must be stated in such a way within the Proposal that it is not necessary to refer to the supplemental material to evaluate the response (except specifically requested material, such as the supplier’s financial statements).

13.4 The technical and cost sections of the Proposal may not make reference to supplemental materials.

13.5 Note that any such materials submitted will not have an effect on the independent evaluation process.

14.0 LOSS OF SERVICE

14.1 The Boards will have the right to retain, out of any monies payable to the supplier under the contract, the total outstanding amount from time to time for all damage claims by the Board or any third parties arising out of this contract which have not been settled by the supplier or their insurers.

14.2 The Boards reserves the right to withhold monies owing under the contract to the value of the obligation to a maximum of the monies owing the supplier for any indebtedness of the supplier that may impact on the Board.

14.3 The successful bidder will be responsible for ensuring a continuous delivery of goods and services in the event of a labour disruption by either the suppliers, board staff, or third party interruptions.

14.4 In the event the contractor becomes insolvent and/or the Boards suffer a loss of contracted service during the period of the contract, the Board will have the right to replace the contractor with another suitable contractor as deemed by the Board (subject to Cancellation of Contract Section 27.0).
14.5 The Board will not be held responsible for unwarranted actions taken on the part of the successful vendor’s personnel assigned duties at the Board. The successful bidder agrees to accept full responsibility for legal or civil action taken against the Board, if it is determined the actions occurred because of unwarranted action on the part of an employee of the successful bidder.

15.0 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

15.1 The bidders agree that all documentation and information contained in any Proposal and any addendum that becomes the property of the Board may be subject to disclosure under the terms of the Municipal Freedom of Information and Protection of Privacy Act. Although The Boards can in no way be responsible for any interpretation of the provision of this Act, if any Bidder believes any part of its Proposal reveals any trade secret of the Bidder, any intellectual property right of the Bidder, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the Bidder, and if the Bidder wishes the Board to attempt to preserve confidentiality of the trade secret, intellectual property right or information should be clearly designated as confidential. Notwithstanding the aforesaid, the bidder assigns all right, title and interest that it has in the proposal to The Boards, including the right to copy and/or publish the same as The Boards sees fit.

16.0 SUPPORT

16.1 Include any and all support and implementation services your company will provide relevant to the implementation and administration of this contract.

16.2 The successful vendor will be responsible to see 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 Board’s operation and modify assignments as required.

16.3 The Board reserves the right to initiate a survey to measure customers satisfaction.

17.0 MOTOR VEHICLE LIABILITY INSURANCE

As stipulated in 3.8 of attached Appendix B - Facility Management Agreement Draft
17.1 There shall be motor vehicle liability in the amount of One Million dollars per occurrence on all vehicles owned, leased or operated by, or on behalf of the contractor for liability assumed under this agreement, for claims that might be brought against The Boards

State amount of coverage: __________

Public Liability - each occurrence - one or more persons __________
Property Damage - each occurrence __________

18.0 INSURANCE

18.1 The successful bidder will be responsible for insurance coverage for its own supplies and property including money.

19.0 COMMERCIAL LIABILITY INSURANCE

As stipulated in 3.8 of attached Appendix B - Facility Management Agreement Draft

19.1 Each bidder must show proof with the submission of this bid, and annually thereafter for the term of the contract, that it will be covered by Commercial Liability Insurance with coverage limits of 2 (two) Million dollars per occurrence for liability arising at law for damages caused by reason of bodily injury (including death) or damage to property. If the bidder does not presently have 2 (two) Million dollars per occurrence of Commercial Liability Insurance coverage, the bidder must provide a written assurance from its insurer’s or agent on the insurer or agent’s letterhead, that liability insurance limits will be increased to 2 (two) Million dollars 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. This liability policy will contain the following coverage:

- Personal Injury
- Occurrence Property Damage
- Broad Form Property Damage
- Property Damage-each occupancy
- Non-owned Automobile Liability
- Owners and Contractors Protective Coverage
- Contractual Liability
- Public Liability-each occupancy-one or more people
19.2 In addition, the above Commercial Liability Policy shall provide coverage for liability assumed under this Request for Proposal by the bidder, including claims that might be brought against The Boards by an employee of the bidder. The Boards shall be a named insured under the policy.

19.3 The successful bidder agrees to indemnify, hold harmless and defend The Boards from and against any and all liability for loss, damage or expense, which The Boards may suffer or for which The Boards may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the part of the supplier or any of its representatives or employees in the execution of the work to be performed.

20.0 Collection of Personal Information

20.1 The bidder shall agree that if it becomes the recommended successful bidder, pursuant to this Request for Proposal, subject to approval of the BOARD, that it shall comply with Ontario Regulation 521/01, made under the Education Act, in relation to the Collection of Personal Information. Specifically, the recommended successful bidder as a service provider as defined by the said Regulation agrees to provide, at the vendor’s expense, the criminal background checks as defined by the said Regulation of all employees of the recommended successful bidder and of all employees of all subcontractor(s) hired by the successful bidder who may regularly come into direct contact with pupils, prior to any attendance by the recommended successful bidder or its subcontractors at a school site of the BOARD and who may regularly come into direct contact with pupils during the duration of the contract and until the expiry of this contract.

20.2 The successful bidder shall further agree to provide, at the vendor’s expense, an Offence Declaration as defined by the said Regulation for each of the above employees of the successful bidder, whether employed by the successful bidder at the time of the Response and of each employee of all subcontractor personnel, whether employed by the contractor at the time of the Response to the Request for Proposal or becoming employed at a later time, by September 1st each year during the term of the agreement contemplated by this Request for Proposal.

20.3 The recommended successful bidder agrees that during the term of the agreement contemplated by this Request for Proposal, not to permit any employee or the employee of any subcontractor deemed by the BOARD to be not eligible to attend on a school site of the BOARD to attend on a school site as defined by the Regulation.
20.4 It is deemed to be a breach of the contract for the service provider to allow anyone who has not provided a criminal background check or Offence Declaration as required by the contract and the contract can be terminated for just cause.

21.0 ENVIRONMENT

21.1 Each proposal should include a detailed description of any environmental initiative and how your program would be implemented and benefit The Boards. The successful bidder is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, The Boards and each school.

22.0 SPECIFICATIONS - POSITION DESCRIPTION/DUTIES/RESPONSIBILITIES

Please refer to Appendix B - Facility Management Agreement draft
Appendix C - Executive Summary
Appendix D - Position Description

23.0 PRICING

23.1 All bids must submitted on the attached Appendix A. Pricing must remain firm for the term of the contract.

23.2 All charges must be in Canadian Funds. Provincial Sales Tax and Goods & Services Tax are extra.

24.0 Term of Contract

24.1 As stipulated in Article 2 - 2.5 of appendix B - Facility Management Agreement Draft.

This contract will be for a two-year term commencing 2002 June 1 and finishing 2004 August 31 with two each two year additional renewable options extending the contract to 2006 August 31 & 2008 August 31.
25.0 Bonding

25.1 The successful bidder shall secure a bonding company which is willing to be bound with the Board for due performance and fulfilment of this contract. The value of this bond is to be in the amount of 50% of the annual value of the contract. The bonding shall be for one year commencing from 2002 June 1.

25.2 The Surety Company must be a Guarantee Company, satisfactory to the Board and authorized to operate in the Province of Ontario.

25.3 All costs for this bonding will be the responsibility of the successful bidder.

26.0 Cancellation of Contract

As stipulated in Appendix B - Section 5.1

26.1 The Boards reserve the right to terminate this contract with the successful bidder by written notice if, in their 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. Notwithstanding the termination of this contract by the Boards, the Boards reserve 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.

27.0 GENERAL TERMS AND CONDITIONS

27.1 Any proposal submitted in response to this Request for Proposal is IRREVOCABLE for 90 days. The lowest or any proposal may not necessarily be accepted. The Boards reserve the right to decline any or all proposals, 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 Boards to any bidder.

27.2 All costs associated with the preparation of the bidder’s proposal will be solely the responsibility of the bidder.
27.3 The Boards reserve the right to cancel the proposal call in whole or in part without making any award at its sole discretion, without any liability being incurred by the Boards to any bidder for any expense, cost, loss or damage incurred or suffered by the bidder as a result of such withdrawal.

27.4 All of the terms and conditions of this Request for Proposal are assumed to be accepted by the bidder and incorporated into its proposal. If a bidder wishes the Boards to enter into a form of the bidder’s contract, then the same should be appended to its Response. The Boards at their sole discretion shall have the right to determine whether the said form of contract shall be used as part of the formal contract document. Any conflict in the wording of the bidder’s contract and the wording of the terms and conditions of this Request for Proposal shall be resolved in favour of the Boards and the terms of conditions of this Request for Proposal shall be deemed to be incorporated into the bidder’s contract/sales/rentals/lease agreement.

27.5 The successful bidder shall not, at any time, change subcontractors approved by the Boards without permission of the Boards. The successful bidder shall not at any time assign any portion of its contract with the Boards without the written permission of the Boards.

27.6 The successful bidder must comply with all Ontario Labour and Income Tax laws when dealing with its employees. The Boards reserve the right to audit a successful bidder’s books at any time during the term of this agreement to ensure this practice is carried out.

27.7 While the Boards have used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained herein is contained solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the Boards, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed in this Request for Proposal.

27.8 All bidders agree not to disclose any information provided by the Boards in this Request for Proposal to any third party.

27.9 Any proposal submitted which does not strictly comply with the provisions, procedures and requirements of this Request for Proposal, or is incomplete, ambiguous, or which contains errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the Boards.
27.10 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 submitted in its proposal or in any way materially alter or add to the solution originally proposed.

27.11 This Request for Proposal is being issued pursuant to The Boards’s Supply Management Policies and Procedures & the LDCSB Purchasing Policies & Procedures. In accordance with those Policies and Procedures, the successful bid must be submitted to the TVDSB Trustees for their consideration and approval.

27.12 The issuance of a call for proposals shall not be considered as an indication that the Boards are obligated in any way to any firm or individual who submits a proposal as a result of this call. Notwithstanding anything to the contrary or otherwise in this Request for Proposal, the Boards reserve the right to cancel this Request for Proposal, to reject proposals, and to decline the lowest pricing, in whole or in part, at any time prior to making an award, for any reason or no reason, without any liability to any bidder.

27.13 The Board will keep the successful bidder abreast of relevant developments as regarding the operation (e.g shutdowns, etc.)

28.0 EVALUATION PROCESS

28.1 A committee has been established to evaluate proposals.
28.2 All proposals will be evaluated on its compliance.
28.3 Compliant Proposals will be evaluated based on the following criteria:

28.3.1 Response to all sections of RFP
28.3.2 Overall Quality of response
28.3.3 Fees/Best Value for the Board’s requirements
28.3.4 Qualifications of staff to be assigned to perform the work
28.3.5 Bidder’s relevant experience of similar projects within the public sector
28.3.6 Administration organization and staffing & support
28.3.7 Financial standing and stability.
28.3.8 Freedom from potential legal liabilities which would have an impact on the ability of the bidder to complete the agreement.
28.3.9 References
28.3.10 Interview
28.3.11 Demonstration/Site Visit (if required)

28.4 Interviews of bidders may be required. Notification will be given to bidders as to time and place. Compliant bidders MAY be requested to make a presentation of their proposal for clarification. Notification will be given to qualified bidders as to time and place.

28.5 The selection committee will finalized recommendations(s) for complete contract(s).

29.0 IMPORTANT DATES

29.1 2002 March 19  Mandatory Pre-bid meeting & Issue Request For Proposal
29.2 2002 April 03  Last date for questions from bidders
29.3 2002 April 10  Closing date for R.F.P.
29.4 2002 April 29  Interview of short list of vendors (tentative date)
30.0 HUMAN RIGHTS AND CHILD LABOUR LAWS

30.0 Any infringement on human rights, but namely those of children, is of considerable concern to the Thames Valley District School Board. Vendors wishing to do business with the Thames Valley Board of Education 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.

Attach a statement to this competitive bid indicating your firm’s policy and present practices and procedures in place to encourage promotion of this objective.

For your company’s information we have provided the web site address of the International Labour Organization and its objectives towards the abolition on child labour:

http://www.ilo.org
REQUEST FOR PROPOSAL

FACILITY MANAGER - STRATHROY SCHOOLS

Joyce Bennett
Chairperson
Thames Valley District School Board

William Hall
Chairperson
London District Catholic School Board

2002 March 19

I hereby acknowledge that I have read, understand and agree to the foregoing Contract Terms and Conditions.

All the terms and conditions of this Request for Proposal are assumed to be accepted by the Bidder and incorporated in its proposal. I hereby acknowledge that I have read, understand, and agree to the foregoing 18 pages of Contract Terms and Conditions. This page must be signed below and returned with your proposal for your bid to be accepted.

This proposal MUST be signed for your proposal to be accepted.

NAME: ___________________________  SIGNATURE: ___________________________
(Please print)

FIRM NAME: ________________  E-MAIL ADDRESS: ________________

ADDRESS: ________________  INTERNET ADDRESS: ________________

______________________________  TELEPHONE NO.: ________________

______________________________  FAX NO.: ________________________
APPENDIX A

PRICING

ALL INclusive price ANNUAL 12 month price $ ______________
(See Appendix B - article 4.1)
Price MUST remain firm for first two year term.

GST Amount (If applicable) $ ______________

PST Amount (If applicable) $ ______________

State cost for second Two Year Term $ ______________

State cost for third Two Year Term $ ______________

NAME: ___________________________ SIGNATURE: ___________________________
(Please print)

FIRM NAME: ___________________________ E-MAIL ADDRESS: ___________________________
EXECUTIVE SUMMARY

The following sets out a summary of the obligations of the Facility Manager under the proposed Facility Management Agreement (the "Agreement") with the Thames Valley District School Board and English Language Separate District Board No. 38, operating as the London District Catholic School Board (collectively, the "Boards") for the secondary schools to be operated by the Boards in Strathroy, Ontario (the "Schools"): 

1. **Independent Contractor** - The Facility Manager will perform its duties under the Agreement as an independent contractor and not as an employee, agent or other representative of the Boards. The Facility Manager will report to the Management Committee established by the Boards for the Schools.

2. **Term of the Agreement** - The initial term of the Agreement will be approximately two (2) years commencing on or about [June 1st, 2002] and ending on August 31st, 2004. The Boards shall have the right to renew the Agreement for two (2) additional successive terms of two (2) years each.

3. **Services** - In general terms, the services to be provided by the Facility Manager will include the supervision and management of all aspects of the operation of the building which contains the Schools. Without limiting the generality of the foregoing, the Facility Manager will be responsible to provide the following services:

   (a) **Building and Site Services** - The Facility Manager will administer, manage, supervise, inspect and coordinate certain functions in connection with the building containing the Schools and the surrounding site, such as third party custodial contracts, other third party contracts, energy management and overall building security.

   (b) **Secondary School Services** - The Facility Manager will coordinate and administer certain functions in connection with the Schools, such as scheduling the use of shared areas and common areas, ordering and receiving goods and services, managing and administering the assignment of lockers to students and managing locks, keys and security codes.

   (c) **Community Use Services** - The Facility Manager will be responsible to coordinate, schedule and administer certain functions in connection with community use of the Schools, such as receiving and approving permits to allow members of the community to use the Schools, scheduling such use, invoicing and collecting all fees and directing building access, custodial requirements and security.
(d) Financial and Administrative Matters - In connection with the execution of its duties under the Agreement, the Facility Manager will develop budgets, produce regular reports, maintain certain books and records and develop policies and procedures, all under the direction of the Management Committee.

4. Materials and Supplies - The Facility Manager will be required to provide, at its cost, all materials and supplies to enable it to perform its duties and obligations under the Agreement.

5. Insurance - The Facility Manager will be required to provide and maintain, at its cost, certain insurance coverage, including comprehensive general liability insurance in an amount not less than $2,000,000 in the event of injury or injuries sustained by any one person in any accident occurrence.

6. Performance Bond - The Facility Manager will be required to provide and maintain, at its cost, a performance bond covering all of its obligations under the Agreement.

7. Personnel - The Facility Manager will be required to provide at its cost all personnel required by it to fulfil its obligations under the Agreement and to comply with certain requirements and obligations with respect to such personnel, including those related to security. The Facility Manager must provide at all times an individual senior person who shall be assigned exclusively on a full-time basis to the Schools, maintain an office at the Schools and personally attend to the performance of the duties and obligations of the Facility Manager between 7:30 a.m. and 4:30 p.m. on each business day. In addition, it may be necessary for personnel of the Facility Manager to be present at the Schools in the evenings and on weekends.

8. Third Party Contractors - The Boards may enter into separate contracts to provide certain services to the Schools, such as custodial, preventative maintenance and security. The Facility Manager will be responsible for administering and coordinating each of such contracts on behalf of the Boards. The Facility Manager will not be entitled, either directly or indirectly, to bid on or enter into any contract to provide such services.

9. Licences and Permits - The Facility Manager must obtain, at its own cost, all necessary permits and licences required by applicable law in connection with the services to be provided by it pursuant to the Agreement.

10. Indemnities - The Boards and the Facility Manager will indemnify each other regarding their respective obligations under the Agreement.
Appendix D

POSITION DESCRIPTION: Strathroy Schools Facility Manager

ORGANIZATIONAL RELATIONSHIP

Reports to: The Management Committee as defined in the Strathroy Secondary Schools Agreement

Position Summary:
Reporting to the Management Committee, the Facility Manager is responsible for all facets of the day-to-day operation of the building with respect to the custodial requirement, maintenance and operation of the school. The Facility Manager will also be responsible for scheduling events for the shared space within the school as well as the community use of the building. The position will also be responsible for other duties as assigned. The Facility Manager’s responsibilities and duties will fit the framework of the Strathroy Secondary Schools Agreement and the Joint Use Agreement.

DUTIES AND RESPONSIBILITIES

Facility Services
- Responsible to administer, inspect and/or co-ordinate the following functions:
  - External custodial contracts
  - Maintenance services contract
  - Building and site operational contracts (grass, snow, etc.)
  - Energy Management
  - Emergency and after hours response
  - Overall building security
  - Ensure that the facility meets the requirement of provincial legislation and codes including the Occupation Health and Safety Act.
Secondary Schools

• Responsible to co-ordinate and administer the following functions:
  • Scheduling of shared and designated common areas for both academic and co-curricular activities
  • Ordering and receiving goods and services
  • Manage the assignment of lockers
  • Management of locks, keys and security codes
  • Administer and review cafeteria/food services contracts as well as vending machine contracts
  • Co-ordinate legislative requirements such as Health and Safety Committees, fire drills etc.
  • To oversee the parking of staff, students and visitors including the disbursement of parking passes to staff members of both schools.

Community Use

• Responsible to co-ordinate, schedule and administer the following functions:
  • Receiving and approving permits
  • Scheduling
  • Invoice and collection of fees
  • Tracking of costs and recoveries
  • Directing building access, custodial requirements and security

• To assist the Management Committee for the above noted functions, the Facility Manager will:
  • Prepare budgets/estimates
  • Develop policies and procedures for approval
  • Develop specifications
  • Tender and receive quotations for goods and services
  • Inspection of work, services and goods
  • Track costs, warranties and expenditures
  • Invoice for/collect fees
  • Other duties as assigned by the Management Committee
PLEASE AFFIX ADDRESS LABELS BELOW AS FOLLOWS:

From: ________________________________
   Firm Name ________________________________
   Address ________________________________

   TOP LEFT HAND CORNER

OFFICE OF THE TENDERS CLERK
Main Floor Reception
Thames Valley District School Board
EDUCATION CENTRE,
1250 Dundas Street,
LONDON, Ontario
N5W 5P2

   MIDDLE OF ENVELOPE

Facility Manager - Strathroy Schools
R.F.P. #385-02S
Return Date: 2002 April 10
12:00 NOON

   BOTTOM LEFT HAND CORNER