

**REQUEST FOR PROPOSAL # 727**  
**OUTDOOR LEARNING DESIGN CONSULTANT**

Issue Date: Monday, January 3, 2022

Buyer: Stacey Shoemaker

Issued by: The Thames Valley District School Board

**Return Date: 12:00:00 noon, local time, Wednesday, February 2, 2022**

**THAMES VALLEY DISTRICT SCHOOL BOARD  
2022 REQUEST FOR PROPOSAL  
OUTDOOR LEARNING DESIGN CONSULTANTS  
WORKSHEET A - TERMS AND CONDITIONS**

<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
<b>1.0</b>	<b>INTRODUCTION</b>		
1.01	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 160 schools with an estimated enrolment of 75,000 students.		
<b>1.1</b>	<b>PURPOSE</b>		
1.1.1	The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB for design, tendering, construction and commissioning on Facility Services Projects, subject to the conditions herein. Consultants may also be responsible for studies and reports.		
1.1.2	This bid is intended to select 1-2 outdoor play environment consultants.		
1.1.3	The TVDSB may agree to permit other public organizations within Southwestern Ontario to access any contract(s) that may result from this solicitation. The successful proponent(s) shall allow such access with the understanding that the participating organizations be responsible for their own contract management.		
1.1.4	It is the Board's intent to build partnerships with the selected consultants to design and provide contract administration for individual projects.		
<b>2.0</b>	<b>RFP DEFINITIONS AND INFORMATION</b>		
<b>2.1</b>	<b>DEFINITIONS</b>		
2.1.1	The following words are used throughout this bid document and proponents should note these conditions when completing their bid submission.		
2.1.1.1	The word " <b>MUST</b> " shall mean proponents "must" include the required information in bid submission. Failure to include the required information will deem submission noncompliant.		
2.1.1.2	The word " <b>SHOULD</b> " shall mean proponents "should" include the required information in bid submission.		
2.1.1.3	The word " <b>NONCOMPLIANT</b> " shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.		
2.1.1.4	The word " <b>SUBCONTRACTOR</b> " shall mean a person, firm or company hired by the proponent(s) or the successful proponent(s) to perform any portion or all of this bid.		
2.1.1.5	The word " <b>QUALIFIED</b> " shall mean a proponent who is compliant and has included the required information in their bid submission.		

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2.1.1.6	<b>BID IRREGULARITY:</b> A deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the TVDSB.		
2.1.1.6.1	<b>Major Irregularity:</b> 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 proponent could gain an unfair advantage over competitors. The TVDSB will reject any bid submission which contains a major irregularity.		
2.1.1.6.2	<b>Minor Irregularity:</b> 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 proponent would not gain an unfair advantage over competitors. The TVDSB may permit the proponent to correct a minor irregularity.		
<b>2.2</b>	<b>STRUCTURE OF THIS BID</b>		
2.2.1	Proponents must use the online bidding system which is available on the internet at:		
2.2.1.1	www.tvdsb.ca		
2.2.1.2	click on "I'D LIKE TO"		
2.2.1.3	click on "Go to Purchasing"		
2.2.1.4	click on "Bids"		
2.2.1.5	click on "Proceed to inquiry/download page".		
2.2.1.6	Proceed to the bid, click "New" icon		
2.2.1.7	You will be directed to the "TVDSB Client Portal"		
2.2.1.7.1	Proponents that already have a TVDSB Client Portal account:		
2.2.1.7.1.1	Click "TVDSB Login".		
2.2.1.7.1.2	Login using TVDSB Client Portal account and password.		
2.2.1.7.2	Proponents that do not already have a TVDSB Client Portal account:		
2.2.1.7.2.1	Click "Sign up now".		
2.2.1.7.2.2	Read TVDSB Client Portal Disclaimer, scroll to bottom and click "I agree" or "I do not agree".		
2.2.1.7.2.3	If "I do not agree" was clicked, you will not be able to proceed. If "I agree" was clicked, you will be taken to "New Account Application".		
2.2.1.7.2.4	Complete account information and click "Create My Account"		
2.2.1.7.2.5	Click "TVDSB Login".		
2.2.1.7.2.6	Login using new TVDSB Client Portal account and password.		
2.2.1.8	Within the Client Portal click "Open to Bid"		
2.2.1.9	Click on the "New" icon for the bid upon which you will be bidding.		

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2.2.1.10	Download the 2022Appendices727.xlsx file to your hard drive.		
2.2.1.10.1	The file contains the following worksheets:		
2.2.1.10.1.1	Worksheet A: Terms and Conditions Response in Excel format		
2.2.1.10.1.2	Worksheet B: Scope of Work in Excel format		
2.2.1.10.1.3	Worksheet C: Fee Schedule in Excel format		
2.2.1.10.1.4	Worksheet D: Criteria and Weighting in Excel format		
<b>2.3</b>	<b>RETURN LOCATION</b>		
2.3.1	The bid submission <b>must</b> be returned as a file upload as per 9.3.3.		
2.3.2	Upload of the files as per 9.3.3 is the responsibility of the proponent.		
2.3.4	Submissions received as hardcopies <b>will not</b> be accepted.		
2.3.5	Late bids <b>will not</b> be processed.		
<b>2.4</b>	<b>IMPORTANT DATES</b>		
2.4.1	ISSUE DATE: Monday, January 3, 2022		
2.4.2	QUESTIONS: Monday, January 10, 2022		
2.4.3	ANSWERS TO QUESTIONS: Wednesday, January 12, 2022		
2.4.4	RETURN DATE and TIME: prior to 12:00:00 noon local time Wednesday, February 2, 2022		
<b>2.5</b>	<b>QUESTIONS</b>		
2.5.1	All questions pertaining to this bid document are to be addressed to: Stacey Shoemaker, by s.shoemaker@tvdsb.ca no later than Monday, January 10, 2022. After this date no further inquiries, concerns or questions may be submitted. The TVDSB reserves the right to distribute a notice of content of any inquiry and the TVDSB's response to all other registered consultants. All questions pertaining to this bid document must be submitted in writing.		
2.5.2	Questions concerning the terms and conditions of the bid document, whether made orally or in writing, to any individual other than indicated above may, at the sole discretion of the TVDSB, render your submission noncompliant. Direct questions in written form only to: Stacey Shoemaker. The TVDSB will only be bound by written answers to questions.		
2.5.3	Answers to all questions will be posted to the TVDSB web site at www.tvdsb.ca:		
2.5.3.1	<a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
2.5.3.2	click on "I'D LIKE TO"		
2.5.3.3	click on "Go to Purchasing"		
2.5.3.4	click on "Bids"		
2.5.3.5	click on "Proceed to inquiry/download page".		
2.5.3.6	Proceed to the Bid, click		

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2.5.3.7	"Answers to Questions"		
2.5.3.8	View documents in PDF format.		
2.5.3.9	All bid files are available for downloading at no charge from the TVDSB web site.		
2.5.4	Should any questions raised by a proponent necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site. See Section 2.5.3.		
<b>3.0</b>	<b>CONTRACT TERM / PRICING / TAXES / DELIVERY / PAYMENT</b>		
<b>3.1</b>	<b>CONTRACT TERM</b>		
3.1.1	The term of this agreement shall be for one year, commencing on February 1, 2022 and unless otherwise provided herein, terminating on January 31, 2023		
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of two years in one (1) year increments and will advise the proponents in writing of their intentions.		
3.1.3	Proponents must state if your company would agree to extending this contract with the same terms and conditions for a second year ending January 31, 2024.		
3.1.4	Proponents must state if your company would agree to extending this contract with the same terms and conditions for a third year ending January 31, 2025.		
<b>3.2</b>	<b>PRICING</b>		
3.2.1	Proponents must complete the pricing section in Worksheet C - Fee Schedule		
<b>3.3</b>	<b>TAXES</b>		
3.3.1	HST: Where applicable, Harmonized Sales Tax must be shown separately as extras on all invoices in accordance with Canadian and Provincial Government regulations.		
<b>3.4</b>	<b>SELECTION AND VOLUME OF WORK</b>		
3.4.1	There is no guarantee of any specific volume of work to be given to proponents selected pursuant to the bid.		
<b>3.5</b>	<b>INVOICING/PAYMENT TERMS</b>		
3.5.1	All invoices must be sent to the Thames Valley District School Board, Facility Services, 951 Leathorne Street, N5Z 3M7 to the attention of the appropriate Project Coordinator and/or Project Supervisor.		
3.5.2	Applicable taxes <b>must</b> be shown as separate line items on all invoices.		
3.5.3	Proponents should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.5.4	Proponents should state percentage discount for early payment and net payment terms.		
<b>4.0</b>	<b>SPECIFICATIONS/REQUIREMENTS</b>		
<b>4.1</b>	<b>REQUIREMENTS</b>		

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4.1.1	The proposals functional requirements are detailed in Worksheet B - Scope of Work.		
4.1.2	Proponents must submit a response to Worksheet B - Scope of Work which must be 10 pages (8 1/2" x 11" with the minimum font size of 10) or less in length.		
4.1.3	Proponents response should use the same numbering format in their 10 page response as Work Sheet B - Scope of Work.		
4.1.4	For each requirement as described in Worksheet B proponents must place a response in the appropriate column.		
<b>4.2</b>	<b>PRESENTATION/INTERVIEW/DEMONSTRATION</b>		
4.2.1	Qualified proponents may be required to make a presentation or attend an interview at the proponents' own expense. No bid alterations will be allowed. Notification will be given to qualified proponents as to time and place.		
<b>4.3</b>	<b>CONTRACT PERFORMANCE EVALUATION</b>		
4.3.1	The TVDSB reserves the right at any time during the contract period to evaluate the successful proponents service based on their contract performance.		
4.3.2	The successful proponent will be evaluated based on the evaluation form - Facility Services - Contract Performance Evaluation (available upon request).		
4.3.3	Failure to meet the evaluation criteria may result in termination if performance is deemed unsatisfactory (as set out in Section 5.2.1 - Cancellation of contract / loss of service).		
<b>5.0</b>	<b>TERMS AND CONDITIONS</b>		
<b>5.1</b>	<b>GENERAL TERMS AND CONDITIONS</b>		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 120 days.		
5.1.2	A proponent who has already submitted a bid may submit an addendum in writing and signed by the proponent 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 proponent as it applies to this bid. Addenda must be submitted to the "Tenders Clerk" in the same manner and within the same time constraints as the bid submission.		
5.1.3	A proponent may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Withdrawal requests received after the closing date shall not be permitted. Submission withdrawals must be submitted to the "Tenders Clerk" in the same manner and within the same constraints as a bid submission.		
5.1.4	The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB to any firm or individual who submits a bid.		
5.1.5	The proponent 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 proponent.		

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5.1.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful proponent(s) within 30 days of the award if in the opinion of the TVDSB the successful proponent(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the proponent		
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 proponent for any expense, cost, loss or damage incurred or suffered by the proponent 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 proponent.		
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 proponent and incorporated into the proponent's proposal submission. It is the TVDSB's intention that the Terms and Conditions stated in this bid and the successful proponent's response to this bid will form the contract between TVDSB and the successful proponent(s). Any conflict in the wording of the proponent'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 proponent's invoice and/or sales agreement.		
5.1.12	The successful proponent(s) must not at any time subcontract any portion of its contract with the TVDSB nor shall it assign the contract without the written permission of the TVDSB. The successful proponent(s) must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		

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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 proponents. 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 proponents 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 proponent 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 proponents agree to provide all such additional information as, and when requested, at their own expense, provided no proponent 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 proponent(s).		
5.1.15.1	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		
5.1.15.2	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.15.3	The successful proponent(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB, and each school.		
5.1.16	The successful proponent(s) will reimburse the TVDSB for any damages through negligence or willful acts of any of the successful proponent(s)' employees or contracted staff.		
5.1.17	The successful proponent(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 proponent'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 proponent(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the proponent's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.		

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

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5.3.2	A proponent 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 proponent assigns all right, title and interest that they have in the bid submission, and any addendum to the TVDSB, including the right to copy and/or publish the same as the TVDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.		
5.3.3	All proponents 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.		
<b>5.4</b>	<b>PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT</b>		
5.4.1	The Proponent represents and warrants that if the proponent is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the Proponent will be solely responsible for compliance with such legislation. Without limitation, the Proponent represents and warrants that if the Proponent is subject to the Personal Information Protection and Electronics Act, S.C. 2000, c.5, including any amendments thereto ("PIPEDA"), the Proponents shall ensure PIPEDA compliance of:		
5.4.2	All PIPEDA Protected Information the Proponent collects directly from the individual or indirectly from the Board or others		
5.4.3	All PIPEDA Protected Information the Proponent uses or discloses in the course of responding hereto or in performing its obligation under any subsequent agreement and,		
5.4.4	All PIPEDA Protected Information the Proponent transfers or discloses to the Board		
5.4.5	For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.		
<b>5.5</b>	<b>ACCESSABILITY FOR ONTARIANS WITH DISABILITIES</b>		
5.5.1	The successful proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or service to persons with disabilities. The proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website: <a href="http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm">http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm</a>		
<b>5.6</b>	<b>HUMAN RIGHTS AND CHILD LABOUR LAWS</b>		

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5.6.1	Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB. Proponents 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.		
5.6.2	Proponents should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.6.3	For proponents information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.6.3.1	<a href="http://www.ilo.org">http://www.ilo.org</a>		
<b>5.7</b>	<b>WORKPLACE SAFETY AND INSURANCE BOARD</b>		
5.7.1	The successful proponent(s) must ensure that all workers are covered by the Workplace Safety and Insurance Board for the duration of this contract.		
5.7.2	The successful proponent(s) must furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract. The good standing must be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety and Insurance Board Certificate is updated every sixty (60) days. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.7.3	All workplace injuries or accidents on TVDSB property must be reported by the successful proponent(s) to the TVDSB's representative within 24 hours.		
<b>5.8</b>	<b>COMMERCIAL LIABILITY INSURANCE</b>		
5.8.1	The successful proponent(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each proponent must state if it has Commercial General Liability Insurance Coverage.		

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5.8.2	Each proponent should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$5 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$5 million per occurrence of Commercial Liability Insurance coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$5 million per occurrence from the commencement of the contract should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.8.2.1	This liability policy shall contain the following coverage:		
5.8.2.2	Personal Injury and Property Damage		
5.8.2.3	Non-Owned Automobile Liability		
5.8.2.4	Owners and Contractors Protective Coverage		
5.8.2.5	Contractual Liability		
5.8.2.6	Broad Form Property Damage		
5.8.2.7	Products and Completed Operation Insurance		
5.8.2.8	Contingent Employees Liability		
5.8.2.9	Cross Liability Clause and Severability of Interest Clause		
5.8.3	Upon an award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damages and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract.		
5.8.4	The successful proponent(s) agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or willful acts on the part of the successful proponent(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		
<b>5.9</b>	<b>MOTOR VEHICLE LIABILITY INSURANCE</b>		

FIRM NAME : \_\_\_\_\_

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<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/WILL NOT COMPLY</i>	<i>COMMENT</i>
5.9.1	Proponents <b>must</b> state if their own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		
5.9.2	In the event of an affirmative answer to 5.9.1, the successful proponents must be covered by Automobile Liability Insurance through the term of the Contract. If the proponent's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the proponent. Each proponent must state if it or its employees or subcontractors have Automobile Liability Insurance Coverage. Sub clauses 5.9.3 to 5.9.4 also apply to those employees or subcontractors who operate their own automobiles on the property of the TVDSB.		
5.9.3	Proponents 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 proponent does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the proponent 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 for 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 proponent. The successful proponent(s) further agrees to maintain that good standing throughout the term of the contract.		
5.9.3.1	The TVDSB reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage:		
5.9.3.2	Third Party Liability Coverage in the form of OAP-1		
5.9.4	Upon an award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damage and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		

FIRM NAME : \_\_\_\_\_

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<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
5.9.5	The successful proponent(s) agrees to indemnify, hold harmless, and defend, the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		
<b>5.10</b>	<b>PROFESSIONAL LIABILITY INSURANCE</b>		
5.10.1	Proponents should show proof with the submission of this bid and annually thereafter for the term of the contract that upon the award of this contract that it will be covered for Professional Liability Coverage for liability arising at law for damages caused by reason of professional negligence with the following limits of coverage:		
5.10.1.1	\$1,000.000.00 claim limit		
5.10.1.2	\$2,000.000.00 project limit		
5.10.1.3	\$4,000.000.00 aggregate limit		
5.10.1.4	If the proponent does not presently have the coverage as set out aforesaid, the proponent shall provide written assurance from his insurance agent or insurer on the letterhead of the insurer or agent that the Professional Liability Insurance limits will be increased to the aforesaid limits from the commencement of the contract and annually thereafter for the term of the contract should the contract be awarded to the proponent. The successful proponent(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 through the duration of the contract.		
5.10.2	The TVDSB reserves the right to request that a proponent provide a complete copy of the proponent's professional liability policy to the evaluation committee for review to allow the committee to satisfy itself that the policy provides coverage satisfactory to the TVDSB.		
5.10.3	Upon the award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above mentioned caused by the actions of the successful proponent(s) or its employees, or subcontractors, during the performance of its obligations under the contract.		
5.10.4	The successful proponent(s) agree to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable arising out of the professionally negligent or willful acts on the part of the successful proponent(s) or any of its representatives, employees or subcontractors in the execution of the work performed.		

FIRM NAME : \_\_\_\_\_

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.10.5	Notwithstanding that the parties shall enter into a Standard Form Contract for each project the successful proponent(s) acknowledges that the TVDSB does not agree to indemnify the successful proponent(s) in the event of any claim against the successful proponent(s) in any way arising out of or related to the successful proponent(s) duties and responsibilities pursuant to the Standard Form Contract initiated by a non-party to the Standard Form Contract, and arising from a claim commenced by the TVDSB whether or not the indemnity applies to the extent that the non-party claim exceeds the amount of insurance coverage.		
<b>5.11</b>	<b>CANADA'S ANTISPAM LEGISLATION</b>		
5.11.1	Please note that vendors are required to comply with all applicable laws, including CASL, in providing goods or services to the TVDSB. This also extends to communications sent on the TVDSB's behalf. The successful proponent(s) will be required to indemnify the TVDSB for any failure by the successful proponent(s) to comply with CASL, to the extent that the successful proponent(s) action, or inaction, could expose the TVDSB to liability.		
<b>6.0</b>	<b>PROPOSER PROFILE</b>		
<b>6.1</b>	<b>ADMINISTRATION &amp; ORGANIZATION</b>		
6.1.1	The TVDSB reserves the right at any time after the closing date, to request from any proponent evidence of its financial standing and stability, including that of each of its officers, directors and principals. All proponents 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	Proponents are required to list any and all pending or ongoing legal claims or disputes where the proponent could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.		
<b>7.0</b>	<b>BID SUBMISSION</b>		
<b>7.1</b>	<b>PROPOSERS' RESPONSE GUIDE</b>		
7.1.1	Each bid submission should be structured using only the criteria identified in this bid document. When submitting bids, proponents should use the same numbering format, as on this bid document.		
7.1.2	The bid submission <b>must</b> include:		
7.1.2.1	Printed and signed copies of all Worksheets.		
7.1.3	Failure to respond in electronic format will deem the bid noncompliant.		
7.1.3.2	Proponents' submissions should include page numbers for ease of reference by committee members.		
7.1.3.3	The specifications and pricing section of the bid submission should not make reference to supplemental materials.		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

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7.1.4	Supplemental materials will not qualify as substitutes for direct responses to the bid's requirements unless specifically requested.		
<b>8.0</b>	<b>AWARD</b>		
<b>8.1</b>	<b>EVALUATION PROCESS</b>		
8.1.1	An evaluation committee will be established to evaluate bid submissions.		
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		
8.1.3	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the evaluation criteria shown in Worksheet D - Criteria & Weighting.		
8.1.3.1	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.		
8.1.3.2	Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.		
8.1.3.3	The determination of equal quality will be based on our internal professional opinions.		
8.1.3.4	In the event of a tie score the TVDSB will resolve the tie by a draw. The names of the tie bidders will be entered into the draw. All parties will have representation when the draw takes place.		
<b>8.2</b>	<b>AWARD AND NOTIFICATION OF CONTRACT</b>		
8.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been made:		
8.2.1.1	<a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
8.2.1.2	click on "I'D LIKE TO"		
8.2.1.3	click on "Go to Purchasing"		
8.2.1.4	click on "Bids"		
8.2.1.5	click on "Proceed to inquiry/download page".		
8.2.1.6	Proceed to the Bid, click		
8.2.1.7	"Results - Check Mark"		
8.2.1.8	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		
<b>8.3</b>	<b>DEBRIEFING</b>		
8.3.1	Not later than 60 Days following the date of posting of a contract award notification in respect of the RFP, a Proponent may contact the Buyer requesting a debriefing from the TVDSB, and the TVDSB shall conduct such debriefing in accordance with the requirements of the Ontario Broader Public Sector Procurement Directive.		

FIRM NAME : \_\_\_\_\_

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<b>ITEM NO.</b>	<b>TERMS AND CONDITIONS</b>	<b>WILL COMPLY/WILL NOT COMPLY</b>	<b>COMMENT</b>
8.3.1.2	Any request that is not timely received will not be considered and the Proponent will be notified in writing.		
8.3.1.3	Proponents should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until such time as a contract award notification has been posted.		
<b>8.4</b>	<b>BID PROTEST PROCEDURE</b>		
8.4.1	In the event that a Proponent wishes to review the decision of the TVDSB in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the TVDSB within 10 Days from such a debriefing.		
8.4.2	Any protest in writing that is not timely received will not be considered and the Proponent will be notified in writing.		
8.4.3	A protest in writing shall include the following:		
8.4.3.1	A specific identification of the provision and/or procurement procedure that is alleged to have been breached;		
8.4.3.2	A specific description of each act alleged to have breached the procurement process;		
8.4.3.3	A precise statement of the relevant facts;		
8.4.3.4	An identification of the issues to be resolved;		
8.4.3.5	The Proponent's arguments and supporting documentation; and		
8.4.3.6	The Proponent's requested remedy.		
8.4.3.7	In the event of any dispute or claim arising between the Board and any proponent as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim within fourteen (14) calendar days of dispute or cause of action arising. The parties agree that they will first work together in good faith to resolve the matter internally by escalating it to higher levels of management and then if necessary, use mutually agreeable alternative dispute resolution prior to resorting to litigation. Each party shall continue performing its obligations during the resolution of any dispute.		
	<b>Stacey Shoemaker</b>	<b>Lori-Ann Pizzolato</b>	
	<b>Purchasing Department</b>	<b>Chairperson</b>	
<b>9.0</b>	<b>ELECTRONIC BIDDING INSTRUCTIONS</b>		
<b>9.1</b>	<b>DOWNLOADING BID DOCUMENTS</b>		
9.1.1	All documents are available from the TVDSB Web Site at <a href="http://www.tvdsb.ca">www.tvdsb.ca</a>		
9.1.2	click on "I'D LIKE TO"		
9.1.3	click on "Go to Purchasing"		
9.1.4	click on "Bids"		

FIRM NAME : \_\_\_\_\_

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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.1.5	Read "Electronic Bidding Instructions, Inquiry Instructions, Bid Document Download Instructions".		
9.1.6	click on "Proceed to inquiry/download page".		
9.1.7	Click on the "Name of the Bid" to view documents in PDF format.		
9.1.8	Click on the "NEW" logo to be directed to the TVDSB Client Portal.		
9.1.9	Follow log in instructions beginning with item 2.2.1.7.		
<b>9.2</b>	<b>COMPUTER SYSTEM REQUIREMENTS</b>		
9.2.1	To use the electronic system, proponents must be using Microsoft Internet Explorer or Microsoft Edge.		
<b>9.4</b>	<b>BID WORKSHEETS</b>		
9.4.1	Download the file "2022Appendices727.xlsx from the Associated Files.		
9.4.1.1	The file contains the following worksheets:		
9.4.1.1.1	Worksheet A: Terms and Conditions Response in Excel format		
9.4.1.1.2	Worksheet B: Scope of Work in Excel format		
9.4.1.1.3	Worksheet C: Fee Schedule in Excel format		
9.4.1.1.4	Worksheet D: Criteria and Weighting in Excel format		
9.4.2	Complete the worksheets.		
9.4.2.1	Do not convert the worksheets to a different file format (i.e. Word, .pdf, etc.). They must be uploaded to us in Excel format.		
9.4.2.2	Do not modify the Excel files by adding or deleting rows or columns, etc.		
9.4.3	Upload files back to the TVDSB using the "Your Uploaded Files for this Tender" area.		
<b>9.5</b>	<b>BID REPORT</b>		
9.5.1	The "Bid Report" button must be clicked to initiate the transfer of any uploaded files into our system.		
<b>10.0</b>	<b>SIGNATURE PAGE</b>		
10.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		
10.2	I hereby acknowledge and agree that I have read and completed all of the preceding Contract Terms and Conditions and all Appendices. All required Appendices are included in our bid submission.		
10.3	I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:		
10.4	NAME (Please print):		
10.5	TITLE:		
10.6	SIGNATURE:		
10.7	FIRM NAME:		

FIRM NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

THAMES VALLEY DISTRICT SCHOOL BOARD  
2022 REQUEST FOR PROPOSAL  
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WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
10.8	State the legal entity that your organization operates under:		
10.8.1	Proprietorship		
10.8.2	Partnership		
10.8.3	Corporation		
10.9	If your organization is incorporated, proponents <b>must</b> state the jurisdiction in which the corporation was originally incorporated in:		
10.9.1	Name of each individual Partner or Correct Legal Name of Corporation:		
10.9.2	E-MAIL ADDRESS:		
10.9.3	ADDRESS:		
10.9.4	INTERNET ADDRESS:		
10.9.5	TELEPHONE NO.:		
10.9.6	FAX NO.:		
10.10	If subcontracting , proponents <b>must</b> provide the correct legal name for any sub contractor, their full personal name and address, telephone number, fax number, as well as the name(s) of appropriate contact persons (with whom the TVDSB may consult regarding this bid with whom the proponent enters into a contract(s) with to carry out any portion of this contract:		
10.10.1	Firm Name:		
10.10.2	Firm Address:		
10.10.3	Telephone Number:		
10.10.4	Fax Number:		
10.10.5	E-MAIL ADDRESS:		

FIRM NAME : \_\_\_\_\_

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**THAMES VALLEY DISTRICT SCHOOL BOARD  
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WORKSHEET B - SCOPE OF WORK**

ITEM NO.	SCOPE OF WORK	WILL COMPLY/WILL NOT COMPLY	COMMENT
	<b>FUNCTIONAL REQUIREMENTS</b>		
	<b>BID SUBMISSIONS</b> must not exceed 10 pages in total (8 1/2" x 11", minimum 10 pt. font), any additional information submitted will not be reviewed. Bid submissions should be structured using only the criteria identified in this bid document. When submitting your bid, proponents should use the same numbering format, as on this bid document. Other requested documents including Worksheet B, Worksheet C and all certificates are in addition to the 10 pages.		
	<b>STAFF QUALIFICATIONS</b>		
B1	State the size of the firm including Landscape Architects, Technologists, Technicians, Site Inspectors, etc. Please provide specific details of education, experience and present involvement. Also indicate which firm's representative will be the key contact and which staff member(s) would be assigned to handle the Board's needs should your submission be accepted.		
B2	State the sub consultants that you will use including qualifications and experience with school design and construction.		
B3	Bid submissions <b>must</b> include an organizational chart.		
B4	State if the staff involved in the execution of this contract are employees, sub-consultants, prime consultants.		
	<b>COMPANY PROFILE</b>		
B5	State which office your company would use to service our contract.		
B6	State the type of projects presently underway and refer to stage of work.		
B7	Provide a proposal to use new or innovative systems, materials or components that your firm might suggest be used in a project that is different from the conventional designs currently used for typical outdoor play environment construction.		
B8	State how you would satisfy functional requirements of the facility and minimize future maintenance/operational costs.		
B9	Include green technology measures you could propose to include in your design of the project.		
B10	State any value added services that your firm can offer the TVDSB. These services should be able to be customized for specific use by the TVDSB and offered at no additional cost to the contract. Services would be used to assist with our facilities and renewal projects		
B11	State how your firm would administer and report on site reviews, final site reviews, deficiency reviews and warranty documents.		

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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WORKSHEET B - SCOPE OF WORK**

ITEM NO.	SCOPE OF WORK	WILL COMPLY/WILL NOT COMPLY	COMMENT
B12	Demonstrate knowledge and understanding of applicable Ontario Building Codes, AODA codes, CAN/CSA-Z614-07 (R2012), Day Nurseries Act, Planning and Design Guidelines for Child Care Centre and Fire Codes relevant to a school project.		
B13	Provide a description of a generally proposed work plan including time-lines for proposed projects.		
B14	All contract documents shall be submitted electronically and as-built drawings shall be submitted to TVDSB in AutoCAD format (latest version). All contract documents and designs become property of TVDSB.		
B15	Provide detail of any processes or systems your firm will use to ensure compliance with schedules and budgets for the proposed projects. State how you would operate within the parameters of the budget.		
B16	State how you would effectively manage and direct the activities of the contractor.		
B17	Provide detail of current experience (within the last five years) with outdoor learning design and construction in a school setting.		
B18	Consultants <b>must</b> provide a minimum of three references other than TVDSB personnel where you have successfully provided services similar to this bid document. In addition, the TVDSB will use their own performance experience with the consultant(s). The reference <b>must</b> contain the following information:		
	Reference 1 - Company Name:		
	Reference 1 - Contact Name:		
	Reference 1 - e-mail address:		
	Reference 2 - Company Name:		
	Reference 2 - Contact Name:		
	Reference 2 - e-mail address:		
	Reference 3 - Company Name:		
	Reference 3 - Contact Name:		
	Reference 3 - e-mail address:		

FIRM NAME: \_\_\_\_\_

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**THAMES VALLEY DISTRICT SCHOOL BOARD  
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WORKSHEET C - FEES**

		WILL COMPLY / WILL NOT COMPLY	COMMENT
C1	The fee determined for each project shall be an all inclusive price exclusive of applicable taxes and must include all engineering fees and all other consultant fees, disbursements, all other out of pocket expenses, and include the following services.		
C1.1	DESIGN PHASE		
C1.1.1	Analyses of client's needs		
C1.1.2	Site visit		
C1.1.3	Investigate existing conditions		
C1.1.4	Consultation with client		
C1.1.5	Complete drawings for approval		
C1.1.6	Estimate construction cost		
C1.1.7	Review drawings and estimate with client		
C1.1.8	Drawing and estimate revisions		
C1.1.9	Consult client with revisions		
C.1.1.10	Responsible for compliance with the applicable Health and Construction safety legislation at the Place of Work		
C1.2	CONSTRUCTION DOCUMENT / BIDDING PHASE		
C1.2.1	Prepare construction drawings and specifications		
C1.2.2	Review all applicable codes, regulations, etc.		
C1.2.3	Assist client with pre-qualification of bidders		
C1.2.4	Assemble and provide bid documents		
C1.2.5	Documentation for alternative, unit and itemized pricing		
C1.2.6	Documentation for sequential bids		
C1.2.7	Addenda		
C1.2.8	Bid receipt and review		
C1.2.9	Preparation of construction contract documents		
C1.3	CONSTRUCTION PHASE - CONTRACT ADMINISTRATION		
C1.3.1	Receive proof of WSIB certificates, bonds and insurance policies		
C1.3.2	Construction schedule		
C1.3.3	Supplemental details and instructions		
C1.3.4	Requests for Information (RFI's)		
C1.3.5	Change notices / orders and change directives		
C1.3.6	Evaluation of contractor's proposed substitutions		
C1.3.7	Payment certification		
C1.4	FIELD FUNCTIONS:		

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**THAMES VALLEY DISTRICT SCHOOL BOARD  
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WORKSHEET C - FEES**

C1.4.1	Site meetings including pre-construction meeting		
C1.4.2	Contract documentation interpretation		
C1.4.3	Change notices / orders and change directives		
C1.4.4	Statement of deemed completion		
C1.4.5	Takeover procedure		
C1.5	POST CONSTRUCTION PHASE		
C1.5.1	Co-ordination of playground inspections		
C1.5.2	Deficiencies		
C1.5.3	Project close out		
C1.5.4	Client's maintenance procedures instruction		
C1.5.5	Warranty review		

C2	Provide costing structure for Outdoor Play Environments (including phased projects):		
	Value of Project	All phases of project % of Total Construction Value or Lump Sum	Design, Construction Document and Bidding phases only
	Under \$5,000		
	5,000 to \$30,000		
	\$30,000 to \$70,000		N/A
	\$70,000 to \$150,000		N/A
	Over \$150,000		N/A

C3	Phased Projects - In some instances, the Landscape Consultant will complete a design and construction of the project will be phased as the client raises funds for different phases of the project. Describe how phased projects would be administered and invoiced.		

C4	Provide hourly rate for services other than the above cost structure or value added services	
	<b>LIST OF STAFF</b>	<b>HOURLY RATE</b>
	Principal	
	Associate	

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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WORKSHEET C - FEES

	CAD	
	Administration	

FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



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2022 REQUEST FOR PROPOSAL  
OUTDOOR LEARNING DESIGN CONSULTANTS  
WORKSHEET D - CRITERIA AND WEIGHTING**

	<u><b>CRITERIA</b></u>	<u><b>POINTS</b></u>	<u><b>SUB CATEGORIES</b></u>	<u><b>SUB-POINTS</b></u>
<b>1.0</b>	<b>Staff Qualifications and Firm Profile</b>	<b>20</b>		<b>20</b>
			Experience with Outdoor Play Environment design, construction, professional qualifications, resources of staff and organizational staff	
<b>2.0</b>	<b>References</b>	<b>25</b>		<b>25</b>
<b>3.0</b>	<b>Operational Experience</b>	<b>20</b>	Critical issues, value added services, timelines, schedules and budgets, management of projects, experience with contractors and school boards.	<b>20</b>
<b>4.0</b>	<b>Fees</b>	<b>20</b>		<b>20</b>
<b>5.0</b>	<b>Office Location</b>	<b>10</b>		<b>10</b>
<b>6.0</b>	<b>Financial Stability and Freedom from legal claims</b>	<b>5</b>		<b>5</b>
	<b>Total</b>	<b>100</b>		<b>100</b>