



Request for Proposal 735 for A Director of Education Performance Appraisal Support

Submission Deadline: Before 12:00pm Local Time on Friday,
December 23, 2022

Submission Location: Electronic Submission Only

Request for Proposal Coordinator: Angela McManus
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Date of Issue: December 5, 2022



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INSTRUCTIONS TO PROPONENTS

1. INTRODUCTION

1.1 INVITATION

1.1.1 The Thames Valley District School Board (hereafter referred to as the "TVDSB") invites interested parties to submit electronic submissions in response to this bid document. The TVDSB is the 4th 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 11,000 staff and operates 161 schools with an estimated enrolment of 82,000 students.

1.1.2 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 assisting the Chair of the TVDSB's Board of Trustees ("Board") in conducting the Director of Education's performance appraisal process.

1.1.3 In 2018, the Board passed a formal policy and procedure as it relates to conducting the annual performance appraisal for the Director of Education. The process is confidential and must be conducted in private in accordance with the Education Act, Section 207 (2) (b) which is illustrated below:

Closing of certain committee meetings

1.1.4 (2) *A meeting of a committee of a board, including a committee of the whole board, may be closed to the public when the subject-matter under consideration involves,*

1.1.5 *(b) the disclosure of intimate, personal or financial information in respect of a member of the board or committee, an employee or prospective employee of the board or a pupil or his or her parent or guardian."*

1.1.6 TVDSB is requesting a 3rd party independent consultant to guide this process and draft the Director of Educations performance appraisal.

1.2 REQUEST FOR PROPOSAL OVERVIEW

1.2.1 This Section provides a brief summary of the RFP and is provided solely as a convenience. Proponents are urged to read all of the RFP documents carefully and thoroughly to ensure they fully understand all of the terms and conditions, including all MSA requirements. Failure to fulfil procedural or content requirements that are stipulated in the Documents may have a negative effect on the evaluation of a Proposal or may result in a Proposal being rejected.

1.2.2 Proponents are required to deliver a Proposal which must include an RFP Submission. Proponents whose RFP Submissions achieve the highest scoring based upon the criteria identified by the TVDSB will be identified as "**Successful Proponents**".

1.2.3 Each Successful Proponent that is awarded a contract will be required to enter into the MSA, pursuant to which TVDSB may issue Documents.



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1.3 KEY INFORMATION

1.3.1 The table below provides a summary of some key information contained in the RFP Documents and is provided solely as a convenience.

| | |
|-----------------------|--|
| RFP Coordinator | The "RFP Coordinator " is Buyer, "angela.mcmanus@tvdsb.ca". |
| Question Deadline | The deadline for Proponents to submit questions (the " Question Deadline ") is BEFORE) is seven (7) business days before the Submission Deadline. |
| Submission Deadline | BEFORE 12:00pm Local Time on Friday, December 23, 2022 (the " Submission Deadline "). |
| Electronic Submission | An electronic bid submission is mandatory. See 1.8.2. |

1.4 THE SERVICES AND / OR GOODS

1.4.1 The Proponents' services to be performed and/or goods to be provided are described in Schedule A – Scope of Work.

1.4.2 TVDSB intends to issue an award to Proponents to provide the goods and/or services more particularly described in Schedule A – Scope of Work.

1.5 PREVIOUSLY AWARDED PROPONENTS MUST APPLY

1.5.1 Proponents who have been previously awarded or who are currently working or have worked for TVDSB must respond to this RFP and must deliver a Proposal in order to be considered for a contract.

1.6 NO CONTRACT A

1.6.1 TVDSB does not intend to create any contractual relations or obligations, including "Contract A" (sometimes referred to as the "bid contract"), with any Proponent or any other person or entity, and none will be created by virtue of TVDSB issuing this RFP or as a result of TVDSB's receipt or review or evaluation of any Proposals.

1.7 THE MSA AND THE TERM

1.7.1 TVDSB intends to execute an MSA with each Successful Proponent that is awarded a contract. Provided that the execution of an MSA does not obligate TVDSB to issue any Work Orders or proceed with any projects, and the TVDSB does not guarantee any volume of Services and / or goods that will be required or that will be performed under any MSA.

1.7.2 The term of each MSA will be (1) year term; with five (5) additional one (1) year renewals.



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1.8 TVDSB PROCUREMENT WEB PORTAL

- 1.8.1 Proponents must use the TVDSB Procurement Web Portal (the “**Portal**”) to access the RFP Documents. Instructions on using the Portal are set out in Schedule B – TVDSB Procurement Web Portal.
- 1.8.2 Proponents must also use the Portal to upload the electronic bid submission.

1.9 PROPONENTS’ EXPENSES

- 1.9.1 Proponents shall bear all costs and expenses incurred by them in any way related to any aspect of their participation in this RFP including, without limitation, all costs and expenses related to the gathering of information, the preparation and delivery of a Proposal, responding to any questions or clarifications or Requests for Additional Information, or attending or participating in any interviews or meetings.

2. DEFINITIONS

Capitalized terms used in this RFP and in the attached Schedules and not otherwise defined shall have the meanings indicated in this Article.

- 2.1.1 “**Conflict of Interest**” has the meaning assigned to such term in paragraph 11.2.1.
- 2.1.2 “**Evaluation Team**” means the team appointed by TVDSB to conduct the evaluation process described in this RFP.
- 2.1.3 “**Local Time**” means the time of receipt recorded by TVDSB’s clock at the Submission Location.
- 2.1.4 “**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).
- 2.1.5 “**MSA**” means the written Master Services Agreement, substantially in the form of Schedule E, to be signed between TVDSB and each Successful Proponent.
- 2.1.6 “**Portal**” means the TVDSB Procurement Web Portal accessed at “www.tvdsb.ca”. Instructions for using the Portal are set out in Schedule B – TVDSB Procurement Web Portal.
- 2.1.7 “**Successful Proponent**” has the meaning assigned to such term in paragraph 1.2.2.
- 2.1.8 “**Proponent**” means a vendor that participates in this RFP, whether or not it delivers a Proposal.
- 2.1.9 “**Proposal**” means, collectively, a Proponent’s completed RFP Submission.
- 2.1.10 “**Question Deadline**” is the date identified as such in the table in paragraph 1.3.1 and is the last date by which Proponents can submit questions about the RFP.
- 2.1.11 “**Request for Additional Information**” has the meaning assigned to such term in paragraph 7.2.1.
- 2.1.12 “**Request for Proposal**” or “**RFP**” means the prequalification process described in the RFP Documents.
- 2.1.13 “**RFP Coordinator**” is the person identified as such in the table in paragraph 1.3.1.
- 2.1.14 “**RFP Documents**” has the meaning assigned to such term in paragraph 3.2.1.
- 2.1.15 “**Services**” means the Services described in Schedule A – Scope of Work.
- 2.1.16 “**Goods**” means the Goods described in Schedule A – Scope of Work.



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- 2.1.17 **“Submission Deadline”** is the date and time identified as such in the table in paragraph 1.3.1.
- 2.1.18 **“Submission Location”** is the location identified as such in the table in paragraph 1.3.1.
- 2.1.19 **“RFP Requirements”** means Schedule C – RFP Requirements.
- 2.1.20 **“RFP Score”** has the meaning assigned to such term in paragraph 7.3.2.
- 2.1.21 **“RFP Submission”** means, collectively, a Proponent’s completed RFP Submission Form and all other material submitted by a Proponent in response to the RFP Requirements.
- 2.1.22 **“RFP Submission Form”** means Schedule D – RFP Submission Form.
- 2.1.23 **“TVDSB”** means the Thames Valley District School Board and includes its employees, agents, trustees, officers, and directors, whether involved with the RFP or not. For certainty **“TVDSB”** includes, as the context requires, the RFP Coordinator.
- 2.1.24 **“Contract Award”** has the meaning assigned to such term in paragraph 1.1.2.

3. RFP DOCUMENTS AND ACCESS

3.1 ACCESS TO THE RFP DOCUMENTS

- 3.1.1 The RFP Documents will only be made available to Proponents electronically through the Portal. The Portal will include all RFP Documents, addenda and all other relevant notices, information and communications relating to the RFP.
- 3.1.2 Each Proponent is solely responsible to ensure that it:
- (a) obtains access to the Portal;
 - (b) has the appropriate software to access and download the contents from the Portal; and
 - (c) visits and reviews the Portal as frequently as it deems necessary to ensure that it has the most current information and addenda.
- 3.1.3 The Portal will be updated from time to time and Proponents are solely responsible for accessing and checking the Portal for new addenda and other postings and to ensure the information and documents used by Proponents are the most correct and updated information and documents.
- 3.1.4 If there is a conflict or inconsistency between an electronic version of any RFP Document posted on the Portal and any other version of the same document, whether in electronic or paper form, the latest electronic version posted on the Portal shall govern.

3.2 RFP DOCUMENTS

- 3.2.1 Proponents should ensure they have all the documents listed below (collectively the **“RFP Documents”**). A Proposal will be deemed to have been prepared based on all RFP Documents issued before the Submission Deadline, and TVDSB accepts no responsibility for any Proponent lacking any part of the RFP Documents.
- (a) Instructions to Proponents (this document).
 - (b) Schedule A – Scope of Work. (if required)



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- (c) Schedule B – TVDSB Procurement Web Portal.
 - (d) Schedule C – RFP Requirements.
 - (e) Schedule D – RFP Submission Form.
 - (f) Schedule E – Master Services Agreement.
 - (g) Addenda, if any, issued before the Submission Deadline.
- 3.2.2 Proponents should inform the RFP Coordinator immediately if any documents are missing or incomplete and/or upon finding any discrepancies or omissions in the RFP Documents.

4. COMMUNICATIONS, QUESTIONS AND ADDENDA

4.1 COMMUNICATIONS

- 4.1.1 Except as provided in the RFP Documents, Proponents are not to communicate with or contact any member of the Evaluation Team or the TVDSB, including any member of the TVDSB board of trustees, regarding this RFP. A Proponent's failure to comply with this paragraph may result in the disqualification of the Proponent.

4.2 PROPONENTS' QUESTIONS

- 4.2.1 All Proponents' questions regarding this RFP are to be in writing and must be sent by e-mail to the RFP Coordinator.
- 4.2.2 Questions received by the Question Deadline will be reviewed and if TVDSB believes that a response is warranted, it will include the question and its answer in an addendum. TVDSB may, in its discretion, consider and respond to questions received after the Question Deadline but is under no obligation to do so. In responding to questions TVDSB may answer similar questions from different Proponents only once, may edit or rephrase the questions, and may ignore questions which, in TVDSB's opinion, do not require a response.

4.3 ADDENDA

- 4.3.1 This RFP and the RFP Documents may be amended only by written addendum which will be posted to the Portal and will not be sent to the Proponents. Proponents are solely responsible to access and check the Portal for new addenda and other communications and postings and to ensure the information and documents used by Proponents are the most correct and updated information and documents. Proponents are solely responsible to ensure their Proposal incorporates all addenda issued before the Submission Deadline, and TVDSB will not be responsible if any addenda are not obtained by a Proponent.

5. PROPOSAL CONTENTS, COMPLETION AND DELIVERY

5.1 PROPOSAL CONTENTS

- 5.1.1 Proponents must include the following in their Proposals, in electronic format:
- (a) An RFP Submission completed in accordance with Section 5.2



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5.2 INSTRUCTIONS FOR COMPLETING THE RFP SUBMISSION

5.2.1 Proponents should upload all the following:

- (a) original completed and signed RFP Submission Form (Schedule D); and
- (b) all information, documents and materials required by and responding to each of the items set out in the RFP Requirements (Schedule C); and
- (c) an electronic copy of all of the above, in Adobe PDF readable format, must be uploaded back to using the Portal. In the event of a discrepancy between an original document submitted by a Proponent and an electronic copy, the original shall govern.

5.2.2 The RFP Submission is intended to provide information which will enable the Evaluation Team to determine the Proponent's qualifications and ability to undertake and complete the work and Services and/or Goods required. All information submitted by a Proponent and included as part of its RFP Submission will be deemed to be material representations by a Proponent to TVDSB, and the Proponent will be deemed to have warranted the accuracy of all representations so made.

5.2.3 Proponents will only be considered and evaluated for the Services and/or Goods identified in their RFP Submission Form.

5.3 PROPOSAL DELIVERY

5.3.1 The electronic submission must be uploaded to the Portal before the Submission Deadline. The Portal will close at the Submission Deadline, and upload will no longer be possible at that point.

5.3.2 Late Proposals will not be considered and will be returned unopened. If there is a dispute over the time of submission, the time of receipt recorded by TVDSB at the Submission Location shall govern. Proponents are solely responsible for the method and timing of delivery of their Proposals to the Submission Location and should ensure they take into account traffic and other potential delays.

6. OPENING OF PROPOSALS AND THE ROLE OF THE PRE-QUALIFICATION COORDINATOR

6.1 OPENING OF PROPOSALS

6.1.1 Only Proposals received at the Submission Location before the Submission Deadline will be opened. All other Proposals will be returned unopened. Proposals will be opened in private.

6.2 ROLE OF THE RFP COORDINATOR

6.2.1 The RFP Coordinator will review the opened Proposal to confirm it contains the RFP Submission.



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7. EVALUATION OF PROPOSALS

7.1 GENERAL

- 7.1.1 Proposals will be evaluated by the Evaluation Team, which may obtain the assistance of such contractors and advisors as the Evaluation Team may deem appropriate.

7.2 REQUESTS FOR ADDITIONAL INFORMATION

- 7.2.1 TVDSB may contact any one or more Proponents to request clarification of any information or materials submitted as part of a Proposal, or to request supplementary information (collectively, “**Request for Additional Information**”), without any obligation to make the same or any Request for Additional Information of any other Proponent. Notwithstanding the preceding sentence, TVDSB has no obligation to make any Request for Additional Information.
- 7.2.2 Proponents should answer all Requests for Additional Information within the time and in the manner stipulated in each Request for Additional Information, and any answer received will form an integral part of a Proponent’s Proposal. If a Proponent fails to provide an answer to a Request for Additional Information within the time and manner stipulated, its Proposal will be considered and evaluated based solely on the original Proposal contents submitted.

7.3 EVALUATION OF RFP SUBMISSIONS

- 7.3.1 The following illustrates some of the activities the Evaluation Team may undertake in the course of evaluating the RFP Submissions and does not limit the discretion of the Evaluation Team to take steps not expressly described. For greater certainty, the Evaluation Team has no obligation to undertake any such activities, and the fact the Evaluation Team undertakes a particular activity as part of its evaluation of an RFP Submission and/or a Proponent will in no way obligate the Evaluation Team to undertake the same or any activity with any of the other Proponents or any RFP Submissions delivered by any of the other Proponents.
- (a) The Evaluation Team may, in its sole discretion, invite a Proponent to one or more meetings and/or interviews. The nature and length of such meetings and/or interviews, the agenda, and the attendees will be determined by the Evaluation Team.
- (b) The Evaluation Team may contact and/or visit one or more of the Proponent’s references and/or clients, and any other person or place as the Evaluation Team deems appropriate, with or without notice to the Proponent.
- 7.3.2 RFP Submissions will be evaluated by the Evaluation Team and awarded points for the Services and / or Goods subject to this RFP. NOTE: Proponents will only be considered and evaluated for the Services and / or Goods subject to this RFP.
- 7.3.3 RFP Submissions will be evaluated on a consensus basis based on criteria set out in the table below. If there is a meeting and/or interview with a Proponent, such meeting and/or interview will not be independently scored, however, the Evaluation Team reserves the right to take into consideration and incorporate what it learns from such meeting and/or interview in its evaluation and may adjust the scoring of the Proponent’s RFP Submission, regardless of when the meeting and/or interview is held. The points awarded for a Proponent’s RFP Submission will be that Proponent’s “RFP Score” for the Services and /or Goods subject to the RFP.



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7.4 AWARD TO SUCCESSFUL PROPONENTS

- 7.4.1 Subject to TVDSB's discretion and the other rights described in the RFP Documents, the Proponent(s) with the highest Scores will be awarded the contract for the Services and / or Goods.
- 7.4.2 If there is a tie between the RFP Scores of two or more Proponents, TVDSB will resolve the tie by a draw, notwithstanding paragraphs 1.4.2. The names of the tie proponents will be entered into the draw. All parties will have representation when the draw takes place.

7.5 DEBRIEFING

- 7.5.1 The TVDSB will offer separate debriefings to Proponents but only if requested in accordance with paragraph 7.5.2. Debriefings will be held in person or by telephone conference call, at the TVDSB's discretion, and will be scheduled on a date and time and for a duration to be confirmed by the TVDSB.
- 7.5.2 If a Proponent desires a debriefing it shall submit a written request to the RFP Coordinator within 60 days after the TVDSB has posted the name(s) of the Successful Proponent(s). Any request that is not timely received will not be considered and no debriefing will be held.

8. SIGNING THE MSA AND THE PROVISION OF GOODS AND SERVICES

8.1 SIGNING THE MSA

- 8.1.1 The TVDSB will issue a notice to each Successful Proponent and will enclose the MSA for execution. Within fifteen (15) business days of receiving such notice and MSA each such Successful Proponent is to sign and deliver the signed MSA to TVDSB.
- 8.1.2 A Proponent's failure to sign and deliver the MSA in accordance with paragraph 8.1.1 will result in the removal of that Proponent from the contract award. In this case the next highest scored Proponent will be deemed to be the Successful Proponent.
- 8.1.3 The execution of a MSA is not intended to and shall not obligate TVDSB to issue or execute any Tenders or otherwise engage any Proponent.

8.2 CONTRACTING FOR SERVICES AND / OR GOODS

- 8.2.1 Services and / or goods can only be provided by those proponents who have received contract awards.

9. TVDSB'S DISCRETION

9.1 GENERAL

- 9.1.1 In addition to any other options or express rights contained in the RFP Documents or any other rights which may be implied in the circumstances, TVDSB may exercise any or all or a combination of the options described in this Article 9. TVDSB shall not be liable for any costs, expenses, losses or damages incurred or claimed by a Proponent resulting from TVDSB's exercise of its discretion.



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9.1.2 A Proponent's delivery or TVDSB's evaluation of any Proposal, even where only one Proposal is delivered for a particular Service and / or Goods, will not obligate TVDSB to award a contract to any Proponent, proceed with any projects or tenders, or enter into a MSA with any Proponent.

9.2 TVDSB's OPTIONS

9.2.1 TVDSB may, in its sole discretion, and for any or no reason:

- (a) reject any or all Proposals;
- (b) cancel this RFP at any time;
- (c) cancel this RFP at any time and issue a new procurement process for the same or different RFP.

9.2.2 TVDSB may in its sole discretion:

- (a) verify with a third party any information contained in a Proposal;
- (b) check references other than those provided by a Proponent;
- (c) adjust a Proponent's Submission Score or reject a Proposal on the basis of information received in response to a Request for Additional Information, in response to reference checks, during any meetings and/or interviews, or as a result of any other information obtained by the Evaluation Team;
- (d) disqualify and remove from a contract any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information relating to matters which TVDSB, in its sole discretion, considers material.

10. REMOVING SUCCESSFUL PROPONENTS FROM A CONTRACT

10.1.1 TVDSB may, in its sole discretion but always acting reasonably, remove a successful Proponent from a contract. Circumstances under which TVDSB may exercise such discretion include, but are not limited to, the following:

- (a) the Proponent would currently fail to successfully be awarded a contract which it was awarded;
- (b) a significant change in the Proponent's operations, structure or control;
- (c) where TVDSB determines, in its sole discretion, that TVDSB's continued dealings with the Proponent would adversely impact TVDSB's reputation;
- (d) the Proponent's performance of the Services and / or provision of the Goods fell below TVDSB expectations and requirements, having regard to the complexity of the Tender and the Proponent's expertise and experience;
- (e) the Proponent has made claims or commenced legal proceedings, whether by litigation or arbitration, against TVDSB;
- (f) any other circumstances where removal from a contract is specifically provided for in the RFP Documents.



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11. GENERAL

11.1 PROHIBITION ON LOBBYING AND COLLUSION

11.1.1 Proponents and their directors, officers, employees, consultants, agents, advisors and other representatives are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this RFP. Without limiting the generality of the foregoing, and except as provided in this RFP, no such person shall contact, communicate with or attempt to contact or communicate with, directly or indirectly and in any manner whatsoever, any staff, personnel or representative of the Evaluation Team or the TVDSB, including any member of the TVDSB board of trustees, in connection with this RFP.

11.1.2 A Proponent's failure to comply with this Section may result in the disqualification of the Proponent and its removal from contracts.

11.2 CONFLICT OF INTEREST

11.2.1 Proponents are required to declare, as part of their Proposal, that the Proponent is not aware of any perceived, potential or actual Conflict of Interest. For the purposes of this RFP, "**Conflict of Interest**" includes:

- (a) any situation or circumstances where, in relation to this RFP, the Proponent's other commitments, relationships or financial interests could or could be perceived to exert an improper influence over the objective, unbiased and impartial exercise of independent judgment by any member or representative of the Evaluation Team or the TVDSB;
- (b) any situation or circumstances where any member of the TVDSB board of trustees or any person employed by the TVDSB in any capacity:
 - (i) has a direct or indirect financial or other interest in any Proponent;
 - (ii) is an employee or a contractor to or under contract to any Proponent;
 - (iii) is negotiating or has an arrangement concerning future employment or contracting with any Proponent;
 - (iv) has an ownership interest in or is an officer or director or partner of any Proponent.
- (c) any situation where:
 - (i) a Proponent owns or controls, or beneficially owns or controls, directly or indirectly, another person, partnership or corporation (such person, partnership or corporation referred to as a "Related Party"); or
 - (ii) a Proponent is owned or controlled, directly or indirectly, by a Related Party, and such Related Party carries on business within one or more Service Categories.

11.2.2 If a Proponent discovers, at any time, any perceived, potential or actual Conflict of Interest, the Proponent shall promptly send a written statement to the RFP Coordinator describing the perceived, potential or actual Conflict of Interest, along with a written proposal that, if implemented, would address the identified perceived, potential or actual Conflict of Interest. The TVDSB will review the Proponent's written statement and proposal and, without limiting the generality of Article 9, the TVDSB may, in its sole discretion:



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- (a) disqualify the Proponent from participating in this RFP and/or remove the Proponent from one or more contracts;
- (b) waive any and all perceived, potential or actual Conflict of Interest upon such terms and conditions, if any, as the TVDSB, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized.

11.2.3 The onus is on each Proponent to conduct any and all investigations necessary to confirm and satisfy itself that there is no perceived, potential or actual Conflict of Interest and that the declaration made as part of its Proposal is true and correct. If the TVDSB determines that a Proponent's declaration is not materially true and correct, or if a Proponent otherwise fails to comply with this Section 11.2, the TVDSB may disqualify the Proponent and/or may remove the Proponent from one or more contracts.

11.3 CONFIDENTIALITY, DISCLOSURE AND MFIPPA

11.3.1 Proponents acknowledge that the contents of their Proposals will be disclosed to the Evaluation Team and others within TVDSB and/or to TVDSB's advisors. The TVDSB will use reasonable efforts to protect sensitive and confidential information provided by Proponents, however, the TVDSB shall not be liable in any way whatsoever if such information is disclosed, even if the TVDSB, its advisors, staff, members of the Evaluation Team, or any other person associated with them may have been negligent with respect to such disclosure. By delivering a Proposal each Proponent agrees to such disclosure and releases the RFP Coordinator, the Evaluation Team, and the TVDSB from any liability for the same.

11.3.2 The TVDSB may be required to disclose parts or all of a Proposal pursuant to the provisions of MFIPPA or other legislation. Subject to the provisions of MFIPPA, the TVDSB will use reasonable efforts to safeguard the confidentiality of any information identified by a Proponent as confidential, however, the TVDSB shall not be liable in any way whatsoever if such information is disclosed based on an order or decision made under MFIPPA or any other applicable law. By delivering a Proposal each Proponent agrees to such disclosure and releases the RFP Coordinator, the Evaluation Team, and the TVDSB from any liability for the same.

11.4 AWARD DOES NOT CONSTITUTE ENDORSEMENT

11.4.1 TVDSB's award of a contract to a Proponent does not constitute a general endorsement of that Proponent's work or services.

11.5 LIMIT OF LIABILITY

11.5.1 Each Proponent agrees that TVDSB's aggregate liability to any Proponent and the aggregate amount of damages recoverable by a Proponent against TVDSB for any and all claims relating to or arising from this RFP or a Proponent's participation in this RFP, including:

- (a) claims arising from negligence, wilful misconduct or other conduct; and/or
- (b) claims arising from a breach of any contract or any contractual or other relationship or obligation that may arise as a result of a Proponent's participation in this RFP and/or delivery of a Proposal, shall be limited to the lesser of \$5,000 and the Proponent's reasonable demonstrated costs of preparing its Proposal.



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END OF INSTRUCTIONS TO PROPONENTS



SCOPE OF WORK

SCHEDULE A – SCOPE OF WORK

The TVDSB has initiated this RFP to procure a consultant to help facilitate the performance appraisal process as outlined in Section 2.0 of the Director of Education Performance Appraisal Procedure which is illustrated below:

“The Board of Trustees will meet with the Director of Education according to the established timelines to:

- *determine the criteria, methodology and format for the appraisal;*
- *collaboratively establish annual goals and outcomes;*
- *review the Director’s self-evaluation, and other reports and evidence requested;*
- *discuss constructive feedback; and*

provide concrete next steps.

The Board of Trustees will provide written feedback to the Director of Education at the end of the annual performance period. This feedback will include evidence of overall performance and accomplishments in relationship to the mutually established goals and identify areas where performance may be improved. The report will be filed in the Director’s Human Resources file located in the Office of the Chair of the Board.”

The Proponent will coordinate the performance appraisal process with the Chair of the Board, along with the Vice-Chair of the Board, Superintendent of Human Resources and TVDSB Legal Counsel.

The project will at a minimum consist of the following components:

- To work with TVDSB representatives to clearly define and document the performance appraisal criteria which the Director of Education is measured against. These criteria should be consistent with TVDSB’s internal procedures, the Education Act, accepted Board Governance frameworks, Employment Law and other Human Resource best practice frameworks as they relate to performance appraisals. The evaluation criteria shall be established and agreed upon by the Chair of the Board, along with the Vice-Chair of the Board, Superintendent of Human Resources and TVDSB Legal Counsel prior to commencement of the remainder of the project.
- Facilitate and document a series of 360 exercises used to develop the Director of Education’s performance appraisal;
- Perform additional data collection tasks and documentation review to support the performance appraisal process. This data collection may include the attendance of various presentations / meetings where performance appraisal material will be discussed, presented or reviewed;
- Provide professional advice and guidance to TVDSB as the performance appraisal process is undertaken; and
- Assist with the drafting of the performance appraisal and complete edits as deemed necessary by the Chair of the Board, along with the Vice-Chair of the Board, Superintendent of Human Resources and TVDSB Legal Counsel.

The execution of the components above will be at the discretion of the Chair of the Board.

The Proponent is authorized to:

- Have unrestricted access to all school board functions, records and property; and
- Have full free access TVDSB personnel / Trustees and obtain the necessary assistance to complete the performance appraisal process.

Timeline

The Proponent’s work with TVDSB will commence the Summer of 2023. The expectation is that the Proponent’s project work will last approximately 4 months, but this can be adjusted by mutual agreement with the Chair of the Board.



Request for Proposal 735 for A Director of Education Performance Appraisal Support

Below is the Performance Appraisal Cycle (“Cycle”) using excerpts from Section 3.0 of the Director of Education Performance Appraisal Procedure (“Procedure”). The Procedure’s Cycle has been adjusted to correspond to the month when the performance appraisal process commences (e.g., Month 1) rather than assigning a specific month (e.g., September). This Cycle will be the driver behind the ordering and general timeline of when elements of the performance appraisal process are complete. The exact timeline of when the actual project work is conducted will be determined by mutual agreement between the Proponent and TVDSB.

Month 1:

- The Director shall provide a report to the Board of the previous year's Accomplishments from the Annual Operational Plan.
- The Board of Trustees, shall collaborate with the Director of Education to:
 - set goals for the performance appraisal period; including professional goals; and to
 - establish the criteria for the appraisal process.

Month 2:

- The Director shall present the Board of Trustees with the Annual Operating Plan for the current school year.
- In year three of the role of Director, and every three years thereafter, a 360-performance review will be conducted. The Chair of the Board will lead the process which may include a third-party assessment tool or contract with an external organization.

Month 3:

- The Director shall complete a self-evaluation based on the previous year's appraisal process.
- The Director will make a presentation to the Board of Trustees based on the criteria established in the Appraisal Review Meeting.
- The Board of Trustees will meet to discuss the Director's self-evaluation and presentation and will prepare feedback for Director.

Month 4:

- The Chair and Vice-Chair will meet with the Director to discuss the feedback prepared by the Board. A written report will be shared with Trustees and provided to the Director, a copy of which will be filed in the Director's Human Resources file located within the Office of the Chair of the Board.

Length of Contract:

- The initial contract will be for a one (1) year term; with five (5) additional one (1) year renewals.

Evaluation Criteria:

1. Mandatory Requirements:

All applicants must comply with following criteria. These criteria are non-negotiable.

1.1. Accountability:

- 1.1.1. The Proponent shall be accountable to TVDSB to:
- 1.1.2. Ensure the competence of their organization and assigned engagement team.
- 1.1.3. The organization and engagement team must be independent and objective from TVDSB, TVDSB employees and Trustees of the Board. The Proponent must be free of any perceived, potential or actual conflicts of interest. See **Section 11.2 Conflict of Interest** for further details.



Request for Proposal 735 for A Director of Education Performance Appraisal Support

- 1.1.3.1. The Proponent shall give the Chair of the Board and the Superintendent of Human Resources, or as delegated by these two parties, written notice of any relationships entered into subsequent to the Proponent's submission that might impair their independence or appearance of independence.
 - 1.1.3.2. As part of the submission, the Proponent shall provide the following documentation (see **Schedule C, PART 4 - Engagement Team Staffing, Education, and Experience**)
 - A list and description of the Proponent's and engagement team's business and professional relationships with TVDSB, TVDSB employees, TVDSB Trustees and TVDSB students both present and the past five (5 years). Business and professional relationships include but are not exclusive to those with direct or indirect financial interest, a member of a TVDSB Committee / School Council / Home and School Association, etc.
 - A list and description of the Proponent's and engagement team's personal relationships with TVDSB, TVDSB employees, TVDSB Trustees and TVDSB students both present and the past five (5 years).
 - 1.1.4. All information collected as part of this engagement shall be kept in the strictest confidence and may only be shared with the Chair of the Board and the Superintendent of Human Resources, or as delegated by these two parties. Furthermore, all information collected both manual and electronic shall be secured to ensure that a breach of confidentiality does not occur.
 - 1.1.5. In the event a breach of confidentiality does arise the Chair of the Board and the Superintendent of Human Resources shall be informed within twenty-four (24) hours. (see **Section 11.3 Confidentiality, Disclosure and MFIPPA**) for further details.
 - 1.1.6. Report any difficulties encountered in the course of the work to the Chair of the Board and the Superintendent of Human Resources, or delegate as communicated by TVDSB. Difficulties may include but are not exclusive to scope restrictions and timeline delays.
 - 1.1.7. Project timelines as outlined in the Scope of Work, may be adjusted by mutual agreement by the Proponent and TVDSB.
 - 1.1.8. Following the commencement of the agreement, the composition of the engagement team will not change without the prior written approval of TVDSB.
 - 1.1.9. The Proponent's lead engagement staff member is a Human Resources Professional in good standing.
 - 1.1.10. The Proponent will have a demonstrated expertise providing high quality services to the Education Sector in the areas of performance appraisals, equity/diversity/inclusion initiatives, and leadership.
- 1.2. **Fees and Billings:** Fees (inclusive of out-of-pocket expenses) are not to exceed the agreed upon amount without prior written approval by TVDSB.
- 1.2.1. Additional billings are not expected to arise and if there is a risk of additional billings, it must be agreed upon by the Chair of the Board and the Superintendent of Human Resources before any costs are incurred.
 - 1.2.2. The Proponent shall provide the following to TVDSB:
 - 1.2.2.1. A written monthly dashboard of the progress of the engagement work;
 - 1.2.2.2. Monthly progress billing containing a reconciliation of the monthly billings to date compared to the annual agreed upon billing amount.



Request for Proposal 735 for A Director of Education Performance Appraisal Support

- 1.2.2.3. As part of the submission, the Proponent shall provide a breakdown of the percentage of billings as they correspond the project deliverables (see **Schedule C - PART 5 - Pricing**).
- 1.2.3. Pricing must remain in effect for the term of the contract. No inflationary increases will be agreed upon over the term of the contract.
- 1.3. Mandatory Work to be Conducted: The mandatory work to be completed will at a minimum include the following (the execution of the work will be at the discretion of the Chair of the Board):
 - 1.3.1. To work with TVDSB representatives to clearly define and document the performance appraisal criteria which the Director of Education is measured against. This criterion should be consistent with TVDSB's internal procedures, the Education Act, accepted Board Governance frameworks, Employment Law and other Human Resource best practice frameworks as they relate to performance appraisals. The evaluation criteria shall be established and agreed upon by the Chair of the Board, along with the Vice-Chair of the Board, Superintendent of Human Resources and TVDSB Legal Counsel prior to commencement of the remainder of the project.
 - 1.3.2. Facilitate and document a series of 360 exercises used to develop the Director of Education's performance appraisal;
 - 1.3.3. Perform additional data collection tasks and documentation review to support the performance appraisal process. This data collection may include the attendance of various presentations / meetings where performance appraisal material will be discussed, presented or reviewed;
 - 1.3.4. Provide professional advice and guidance to TVDSB as the performance appraisal process is undertaken; and
 - 1.3.5. Assist with the drafting of the performance appraisal and complete edits as deemed necessary by the Chair of Board and Superintendent of Human Resources.
 - 1.3.6. Organize and attend the at a minimum the following meetings
 - 1.3.6.1. Hold an onboarding meeting with the Chair of Board and Superintendent of Human Resources, and other TVDSB personnel as deemed appropriate by TVDSB, to discuss the project scope, implementation plan, timeline and resource requirements.
 - 1.3.6.2. Hold regularly scheduled meetings, as mutually agreed upon by the Proponent and TVDSB, with the Chair of Board and Superintendent of Human Resources to provide progress updates and to proactively address any changes to agreed upon project scope, timing and resource requirements.
 - 1.3.6.3. Hold a meeting with the Chair of Board and Superintendent of Human Resources to review the 360 exercises and the outcomes of the additional data collection tasks / documentation review necessary to develop the performance appraisal
 - 1.3.6.4. Hold a closing meeting with the Chair of Board and Superintendent of Human Resources to review the drafted performance appraisal.
- 1.4. All engagement work shall be conducted either remotely, in-person or a combination of the two upon mutual agreement between TVDSB and the Proponent.

END OF SCHEDULE



TVDSB PROCUREMENT WEB PORTAL

SCHEDULE B – TVDSB PROCUREMENT WEB PORTAL

This Schedule describes the process for accessing the Portal.

1. Go to “www.tvdsb.ca”
2. Click on “I’D LIKE TO”; and then click on “Go to Purchasing”.
3. Click on “Bids”; and then click on “Proceed to inquiry/download page”.
4. Locate the RFP and click “New” icon. You will be directed to the “TVDSB Client Portal”.
5. Proponents that already have a TVDSB Client Portal account: Click “TVDSB Login” and log in using your TVDSB Client Portal account and password.
6. Proponents that do not already have a TVDSB Client Portal account:
 - (a) Click “Sign up now”.
 - (b) Read the TVDSB Client Portal Disclaimer, scroll to bottom and click “I agree” or “I do not agree”.
 - (c) Proponents that click “I do not agree” will not be able to participate in the RFP.
 - (d) Proponents that click “I agree” will be taken to the “New Account Application” page. Complete the account information and click “Create My Account”; then click “TVDSB Login”.
7. Once logged in, you will be within the Client Portal. Click “Open to Bid” and then click on the “New” icon for the RFP.

To access answers to questions and addenda:

1. Follow the steps outlined in steps 1 to 3 above.
2. Proceed to the RFP and click “Answers to Questions”.

END OF SCHEDULE



SUBMISSION REQUIREMENTS

SCHEDULE C – SUBMISSION REQUIREMENTS

It is important that Proponents present the information required by this RFP so that it can be readily understood and evaluated. A Proponent's RFP Submission should address all the items set out in this Schedule in the order in which they appear and using the same headings and numbering sequence. A Proponent's failure to follow instructions or failure to provide a full response to this RFP may have an adverse impact on the evaluation of its RFP Submission.

Proponents should not assume that the TVDSB or any member of the Evaluation Team has any knowledge of the Proponent or its expertise, experience, or qualifications, and should ensure that all required information is included and submitted as part of the Proponent's RFP Submission.

References to web / internet sites or links are NOT acceptable and will NOT be considered.

| | |
|--------|--|
| Part 1 | Breakdown of Point Allocation by Category |
| Part 2 | Completed and signed RFP Submission Form |
| Part 3 | Proponent information |
| Part 4 | RFP Evaluation Criteria: Engagement Team Staffing, Education, and Experience |
| Part 5 | Pricing |

1. Breakdown of Point Allocation by Category:

| Evaluation Criteria | Points Available | % Sub-Category Allocation | % Category |
|--|------------------|---------------------------|------------|
| <u>Engagement Team Staffing, Education, and Experience</u> | | | 18% |
| Organizational Chart | 2 | 1% | |
| Professional HR executive experience | 5 | 3% | |
| Professional HR credentials (MANDATORY CRITERIA) | 5 | 3% | |
| Equity, diversity, inclusion experience | 5 | 3% | |
| Experience conducting performance appraisals | 10 | 6% | |
| Experience in the Educational Sector and Public Sector Governance | 5 | 3% | |
| Disclosure of personal and professional relationship (MANDATORY CRITERIA) | | | |
| <u>References</u> | 15 | 8% | 8% |
| <u>Evaluation Methodology and Work Plan</u> | | | 40% |
| Work plan | 40 | 23% | |
| Addressing divergent feedback | 5 | 3% | |
| Maintaining confidentiality | 5 | 3% | |
| Progress updates | 5 | 3% | |
| Expected challenges and conflict resolution | 15 | 8% | |



RFP REQUIREMENTS

| | | | |
|---|------------|-------------|-------------|
| Pricing | | | 34% |
| Total price | 60 | 34% | |
| Progress billing schedule (MANDATORY CRITERIA) | | | |
| MAXIMUM POINTS AVAILABLE | 177 | 100% | 100% |

2. Completed and Signed RFP Submission Form

2.1. Submit a completed and signed RFP Submission Form (Schedule D) signed by the Proponent.

3. Proponent Information

3.1. The Proponent **should** submit a letter from an insurance company (licenced to do business in the Province of Ontario) indicating its insurance limits for Comprehensive Commercial General Liability coverage. These limits **should** be in accordance with the current Standard Construction Document 2 (CCDC 2 - 2008), Section GC11.1. A minimum of \$5,000,000.00 for Comprehensive Commercial General Liability coverage is required. The Proponent **must** ensure that all subcontractors are either covered under the Proponent's policy(s) or have their own separate coverage similar to the above limits. In the event that the Proponent does not have the minimum coverage the insurer should confirm that such coverage can be obtained if the Proponent is pre-qualified.

3.2. **MANDATORY:** The Proponent **must** state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB

3.3. The Proponent **should** submit a letter from an insurance company (licenced to do business in the Province of Ontario) indicating its insurance limits for Motor Vehicle Liability coverage). These limits **should** be in accordance with the current Standard Construction Document 2 (CCDC 2 - 2008), Section GC11.1. A minimum of \$2,000,000.00 Automotive Liability Insurance coverage is required for company owned vehicles and a minimum of \$1,000,000.00 for employee-owned vehicles. The General Contractor **must** ensure that all subcontractors and any employees operating vehicles on property of the TVDSB are either covered under the Proponent's policy(s) or have their own separate coverage similar to the above limits. In the event that the contractor does not have the minimum coverage, the insurer should confirm that such coverage can be obtained if the Proponent is pre-qualified.

3.4. The Proponent **should** submit a completed Workplace Injury Summary Report (WISR) document applicable to the Proponent.

3.5. The Proponent **should** submit a current Clearance Certificate from the Workplace Safety and Insurance Board.

3.6. The Proponent **should** submit a copy of their company's health and safety policy.

4. RFP Evaluation Criteria:

4.1. Engagement Team Staffing, Education, and Experience

4.1.1. Provide an organizational chart for the engagement team.

4.1.2. For each member of the engagement team provide a "Curriculum vitae" which at a minimum addresses the following points:



RFP REQUIREMENTS

- 4.1.2.1. A breakdown of the engagement team member's years of professional Human Resource executive experience and (**MANDATORY CRITERIA**) their certified Human Resources Professional credentials.
- 4.1.2.2. A breakdown of each engagement team member's experience with equity, diversity and inclusion initiatives, both in the context of evaluating them in performance appraisals and general overall experience.
- 4.1.2.3. A breakdown of each engagement team member's years of experience conducting leadership performance appraisals, within a Board Governance framework. The Proponent shall describe the Board Governance frameworks they have experience with.
- 4.1.2.4. Provide a listing with the name of the organization, dates the work was conducted, the length of the engagement, and a description of the work conducted, illustrating the engagement team member's experience with the Human Resource work illustrated in 2 b) above within the Educational Sector and overall experience with Public Sector Governance.
- 4.1.2.5. **MANDATORY CRITERIA:** The Proponent shall provide a list and description of the Proponent's and engagement team's business and professional relationships with TVDSB, TVDSB employees, TVDSB Trustees and TVDSB students both present and the past five (5 years). Business and professional relationships include but are not exclusive to those with direct or indirect financial interest, a member of a TVDSB Committee / School Council / Home and School Association, etc.
- 4.1.2.6. **MANDATORY CRITERIA:** The proponent shall provide a list and description of the Proponent's and engagement team's personal relationships with TVDSB, TVDSB employees, TVDSB Trustees and TVDSB students both present and the past five (5 years).

4.2. References:

- 4.2.1. Provide a total of three (3) School Board or Public Sector references, related to the work disclosed in the engagement team's background in Section 2. These references should be no more than five (5) years old. Provide the following:
 - 4.2.1.1. Company Name
 - 4.2.1.2. Address
 - 4.2.1.3. Contact Name
 - 4.2.1.4. Phone Number
 - 4.2.1.5. Email Address

4.3. Evaluation Methodology and Work Plan

- 4.3.1. The Proponent must provide an outline of their proposed work plan to execute this evaluation. The work plan must cover the time period from the contract award to when the performance appraisal is submitted. The work being conducted should include at a minimum the elements outlined in "Mandatory Work to be Conducted" Section above (inclusive of how performance criteria for the evaluation will be established / agreed upon, conducting 360 evaluation and other data gather exercises and the completion of the draft performance appraisal report). Furthermore, additional project tasks which the Proponent feels would be beneficial to complete a comprehensive Director of Education performance appraisal should be included as well. The submission must also address the following:

RFP REQUIREMENTS

- 4.3.1.1. Timelines of when the work will be conducted, along with the length of time it will take to complete the work
- 4.3.1.2. Resource requirements, such as physical space, equipment required by TVDSB, documentation and projected time resources of TVDSB (inclusive of specific personnel / trustees, number of these individuals required and the overall time commitment) at each stage of the deliverables / timeline, a list of documentation the Proponent would like to review, etc.
- 4.3.1.3. The Proponent shall outline the mechanisms which information will be collected, aggregated, documented, and reported to TVDSB. Furthermore, the Proponent's utilization of in-person and / or virtual meetings should be clearly detailed.
- 4.3.1.4. Proponent shall outline how they will be able to accommodate the schedules of multiple TVDSB stakeholders who will be involved in the project.
- 4.3.1.5. Disclosure of the technology and process which will be utilized for the 360 evaluations
- 4.3.2. The Proponent must explain their methodology in helping TVDSB address potentially divergent performance appraisal feedback.
- 4.3.3. The Proponent shall provide details on how confidentiality shall be maintained throughout the project, inclusive of the security measures to store confidential data.
- 4.3.4. The Proponent will describe the mechanisms they will use to ensure the Chair of the Board and the Superintendent of Human Resources shall be updated on the progress of the engagement. The description must at a minimum include the mandatory meetings listed above.
- 4.3.5. The Proponent must illustrate what challenges they foresee in this engagement and their proposed means of addressing
- 4.3.6. The Proponent must describe a unique situation or challenge encountered when completing a similar project and how they resolved it.
 - 4.3.6.1. Furthermore, the Proponent will describe their overall conflict resolution process for this project.

5.1. Pricing:

- 5.1.1. Prices quoted must be for services exactly as specified and in Canadian funds, unless otherwise indicated.
 - 5.1.1.1. The Proponent shall provide the total cost (including all out-of-pocket expenses but excluding taxes) of the engagement. Pricing must breakdown the projected out-of-pocket expenses included in the total cost.
 - 5.1.1.2. **MANDATORY CRITERIA:** The projected cost of each of the deliverables shall be broken down in the submission (as the execution of each deliverable is at the discretion of the Chair of the Board and may result in the inclusion or exclusion of these deliverables on a term-to-term basis).
- 5.1.2. **MANDATORY CRITERIA:** A breakdown of progress billings shall be provided (e.g., percentage to be billed compared to the status of deliverables completed).
- 5.1.3. The Proponent shall provide a breakdown of the hourly charge out rate of the members of the engagement team.



RFP REQUIREMENTS

END OF SCHEDULE



RFP SUBMISSION FORM

SCHEDULE D – RFP SUBMISSION FORM

TO: Tenders Clerk
TVDSB Electronic Tendering System

Name and Business Address of Proponent:

Phone: _____ Fax: _____

Contact name for future correspondence and inquiries:

Name and Title _____ Phone: _____

E-mail: _____

We have read and we fully understand, acknowledge, accept and agree to the terms, conditions and the requirements of the RFP Documents, including all Schedules and all addenda issued, and we hereby submit the forms, documents and other material required by the Submission Requirements. Without limiting the foregoing, we understand, acknowledge, accept and agree that:

- (a) the issuance of the RFP Documents, our preparation and delivery of our Proposal, and the receipt, review and evaluation of our Proposal will not create any contractual relations or obligations, including “Contract A” (sometimes referred to as the “bid contract”), between us and TVDSB;
- (b) notwithstanding that we may be awarded a contract, TVDSB has no obligation to issue any Work Orders;
- (c) if we receive the written notice described in paragraph 8.1.1 of the Instructions to Proponents we will sign and deliver the signed MSA to TVDSB within 15 business days of our receipt of the same;
- (d) the execution of a MSA does not obligate TVDSB to engage us to perform any projects;
- (e) Work orders, if any, will be issued in accordance with Section 8.2 of the Instructions to Proponents and will otherwise be subject to the other terms of the MSA;

We hereby represent that the documents and other material attached to this RFP Submission Form fully respond to Schedule C – RFP Requirements, are complete and accurate, and that TVDSB may rely on all such documents and material submitted.



RFP SUBMISSION FORM

Capitalized terms used in this RFP Submission Form and not otherwise defined shall have the meanings assigned to them in the Instructions to Proponents.

1. CONFLICT OF INTEREST

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the Services and / or delivering the Goods. Otherwise, if the statement below applies, check the box.

- We declare that there IS an actual or potential Conflict of Interest relating to the preparation of our Proposal, and/or we foresee an actual or potential Conflict of Interest in performing the Services and / or delivering the Goods.

If a Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must provide and attach details of the actual or potential Conflict of Interest as well as the Proponent's proposed steps that, if implemented, would address the identified actual or potential Conflict of Interest.

2. ATTACHMENTS

We have attached all documents and other material required in response to Schedule C – Submission Requirements. Each attachment addresses the items listed in Schedule C in the order in which they appear, using the same headings and numbering sequence.

Signed and submitted for and on behalf of:

PROPONENT _____

DATE _____

SIGNATURE _____

Name and Title _____

I have authority to bind the Proponent named above

END OF SCHEDULE



MASTER SERVICES AGREEMENT

SCHEDULE E – MASTER SERVICES AGREEMENT

Refer to Master Services Agreement, attached separately.