

GENERAL TERMS AND CONDITIONS

December 2015

INDEX

1.0	DEFINITIONS.....	1
2.0	INSTRUCTIONS TO PROPONENTS.....	4
3.0	STANDARD TERMS AND CONDITIONS.....	16
4.0	EVALUATION OF THE PROPOSAL/QUOTATION.....	32
5.0	SELECTION PROCESS.....	36
6.0	ENVELOPE NO. 1 – NON-FINANCIAL INFORMATION.....	37
7.0	ENVELOPE NO. 2 – FINANCIAL INFORMATION.....	44

GENERAL TERMS AND CONDITIONS

December 2015

1.0 DEFINITIONS

“Addenda or Addendum” means such further additions, deletions, modifications or other changes to any Bid Documents.

“Agency” means The Children’s Aid Society of London & Middlesex (CAS), as identified in the Call for Proposals/Quotations, and Proposal/Quotation Documents and for the purpose of the award and execution and performance of the Project shall mean the entity awarding the Project.

“Award” means the acceptance by CAS of a Proposal/Quotation to supply specific goods and/or services.

“Bid Documents” means collectively all of the documents comprising the Call for Bids, namely the RFP/RFQ, and its related appendices.

“Bid or Bid Form” means the Bid in the form prescribed by these Bid Documents and completed and submitted by a Proponent(s) in response to and in compliance with the Call for Bids and the Bid Documents and for the purpose of entering into the Project with the Owner in the event of award.

“Board” means the governing board of The Children’s Aid Society of London & Middlesex (CAS).

“Call for Proposals/Quotations” means the Call for Proposals/Quotations on the terms and conditions set forth in the Proposal/Quotation documents.

“Closing Time” means the time by which all Proposal/Quotation submissions shall be received and stamped by the Owner.

“Conflict of Interest” means an actual or potential situation in which the personal interests of a vendor, employee, or official are, or appear to be, in conflict with the best interests of the agency.

“Consultant/Contractor/Service Provider/Vendor” means the individual, firm, company, or corporation to whom a contract has been awarded against an offer and who has undertaken to provide the goods/services required by this Proposal/Quotation.

“Contract” means the agreement in writing governing the Supply and Services, which has been executed by the Owner and successful Proponent following acceptance by the Owner of the successful Proposal/Quotation submission.

“May” used in this document denotes permissive.

“Owner” means The Children’s Aid Society of London & Middlesex (CAS), as identified in the Call for Proposals/Quotations and Proposal/Quotation documents, and for the purpose of the award and execution and performance of the Project shall mean the entity awarding the Project.

GENERAL TERMS AND CONDITIONS

December 2015

“Proponent” means any individual/firm/company/corporation receiving this invitation to submit a Proposal/Quotation in response to this Request for Proposal/Quotation.

“Recommended Proponent” means the Proponent that has had its Proposal/Quotation recommended for acceptance by the Owner for Board approval.

“Request for Proposal/Quotation (RFP/RFQ)” means the document issued by CAS to which Proponents are invited to propose solutions that will result in the satisfaction of the Owner’s objectives in a cost efficient manner.

“Responsive Proponent” means a Proponent that follows and meets all of the requirements of the RFP/RFQ, includes all requested documentation, is of timely submission, and has the appropriate authorized signatures as required on each document.

“Responsible Proponent” means who has the capability to perform the Project requirements and the integrity and reliability that will assure good faith performance.

“Selected Proponent” means the Proponent who’s submitted Proposal/Quotation has been selected by CAS for further consideration.

“Shall and Will” where used in this document denotes imperative.

“Successful Proponent” means the Proponent whose Proposal/Quotation has been accepted by CAS and its respective authoritative bodies.

“Supply” means to supply the necessary tools, material, equipment, and product to satisfy the Proposal/Quotation requirements.

“Work” means Work/Service performed to meet a demand to comply with the conditions of the Project, delivery dates, specifications and technical assistance.

GENERAL TERMS AND CONDITIONS

December 2015

2.0 INSTRUCTIONS TO PROPONENTS

Introduction

The Children's Aid Society of London & Middlesex is a registered Charity, and public sector employer, whose principal mandate is to protect the children and youth in our community from all forms of abuse and neglect under the provisions of the *Ontario Child and Family Services Act*. The Children's Aid Society of London and Middlesex completed 2,616 investigations of child abuse and neglect last year. During the last fiscal year, the Society provided protection and counselling services to 1769 families in the community and the Society provided substitute care to 707 children in foster, group and independence homes. The Society employs 360 full time staff employees to carry out this work.

The Agency's principal funding is provided by the Province of Ontario as determined by a Funding Framework based on service volumes. Under the provisions of the Child and Family Services Act, the Ministry of Children and Youth Services of Ontario contracts with the Children's Aid Society of London & Middlesex as a transfer payment agency for the delivery of legislated Child Welfare Services in the London Area. As a consequence of the contractual relationship between the Society and the Ministry, the Ministry conducts regular reviews and audits of the Society in order to determine funding requirements and to exercise due diligence on behalf of the Government of Ontario.

Under Ontario law, the Society is also subject to audits performed by the Auditor General of Ontario on a schedule determined by the Auditor General.

The Children's Aid Society of London & Middlesex operates at arm's length from the Ministry and is governed by an independent volunteer Board of Directors. This structure allows the Society to be accountable to the Ministry, and yet retain a degree of operational autonomy and flexibility.

Other useful information may be obtained from our website at www.caslondon.on.ca

2.1 Invitation

The Agency is inviting proposals/quotations from qualified Proponents in order to ensure that the Agency receives the required services at a competitive rate from competent suppliers at a fair price.

It is the intent of the Agency to qualify a sufficient number of Proponents to ensure that a competitive environment is achieved.

2.2 Charge for Documents

Proposal/Quotation documents are available at **no charge** from the issuing department at the Children's Aid Society of London & Middlesex, 1680 Oxford St. E., London, ON N5V 4X7.

GENERAL TERMS AND CONDITIONS

December 2015

2.3 Costs Incurred by Proponents

All expenses involved with the preparation and submission of Proposals/Quotations to the Agency, or any work performed in connection therewith shall be borne by the Proponent. No payment will be made for any Proposals/Quotations received, or for any other effort required of or made by the Proponent prior to commencement of work as defined by the Proposal/Quotation approved by the Agency.

2.4 Acceptance of Terms

Each Proponent, by submitting a Proposal, represents that the Proponent has read, completely understands, and accepts the terms and conditions of the RFP/RFQ in full.

2.5 Purchasing Policy & Procedure

Proposals/Quotations will be called, received, evaluated, accepted and processed in accordance with the Agency's Purchasing Policy and Tendering/Proposal/Quotation Procedures. By submitting a response to an RFP/RFQ, the Proponent agrees to be bound by the terms and conditions of such Policy and Procedures and any amendments made from time to time, as fully as if they were incorporated herein.

Bidders are advised that, unless otherwise permitted by the Agency's Purchasing Policy & Procedure, no bid shall be accepted from, nor shall any contract be awarded to, any Bidder with whom the Agency is engaged in unresolved litigation.

2.6 Environmentally Responsible (Green) Procurement

Applicable only when indicated in the RFP/RFQ.

2.7 Schedule of Events

The process will be governed according to the schedule outlined in the RFP/RFQ. Although every attempt will be made to meet all dates, the Agency reserves the right to modify any or all dates at its sole discretion.

2.8 Clarification

It is the Proponent's responsibility to seek clarification of any matter that they consider unclear before submitting a Proposal/Quotation. The Agency is not responsible for any misunderstanding of the RFP/RFQ on the part of the Proponent.

Inquiries regarding the RFP/RFQ should be directed to the representative of the issuing department.

GENERAL TERMS AND CONDITIONS

December 2015

Verbal clarifications will not be interpreted to change the terms of the RFP/RFQ. No employee or agent of the Agency is authorized to amend or waive the requirements of the RFP/RFQ document in any way unless the amendment or waiver is signed by the Agency's designate in the form of an addendum. Under no circumstances shall the Proponent rely upon any information or instructions from the Agency, its employees, or its agents unless the information or instructions are provided in writing in the form of addenda by the issuing department. The Agency, its employees, or its agents will not be responsible for any information or instructions given to the Proponent, unless it is provided in writing by the representative of issuing department as outlined above through an official addendum.

Any information or changes to the requirements of the RFP/RFQ will be sent to each Proponent in the form of an addendum by e-mail, facsimile and/or courier by the issuing department.

Note: If this RFP/RFQ is released **electronically**, Addenda (if any) will be available for download via the CAS website www.caslondon.on.ca and/or the OPBA website www.opba.ca. The onus remains with Proponents to ensure that they have downloaded all Addenda posted prior to submission of their Proposal/Quotation, whether or not they've received notification from the CAS.

2.9 Amendments to Solicitations

In the event that this solicitation is amended via addendum, all terms and conditions, which are not modified, shall remain unchanged.

Each Proponent shall acknowledge receipt of any addenda to this solicitation by initialling in the appropriate space provided on the Form of Proposal. Failure to acknowledge receipt of all addenda may result in rejection of a Proposal.

2.10 Submission Process

Each Proponent is asked to submit **copies as specified in the RFP/RFQ of identical sets** of their **Technical / Management Proposal/Quotation** - One (1) bound original copy identified as "Master" and a subsequent number of additional copies as noted in the RFP/RFQ marked "Copy", sealed, and clearly marked as to contents.

Proponents are also asked to submit **copies as specified in the RFP/RFQ of identical sets** of their **Financial Proposal/Quotation** – One (1) bound original copy identified as "Master" and a subsequent number of additional copies as noted in the RFP/RFQ marked "Copy", sealed, and clearly marked as to contents.

All Proposals/quotations must be received by the representative of the issuing department on or before the date and time indicated in RFP/RFQ.

For a Proposal/Quotation to be considered responsive and responsible, it must be legibly signed by the individual(s) that has/have the authority to bind the organization.

GENERAL TERMS AND CONDITIONS

December 2015

Faxed or electronic submissions will be accepted in response to this RFP/RFQ.

The onus unequivocally remains with the Proponent to ensure that submissions are delivered to the attention of the representative of the issuing department, main floor reception at our office located at 1680 Oxford Street East, by the closing time stipulated in the RFP/RFQ, in accordance with the submission process. Misdirected submissions, submissions received after the closing date and/or time will not be accepted and will be returned unopened. Requests for extensions of closing date or time will not be granted and adjustments to submissions by telephone, facsimile or electronically will not be considered.

Proponents will be permitted to withdraw their Proposal/Quotation unopened after it has been deposited, if such request is received in writing, by the representative of the issuing department, prior to the closing date and time specified in the RFP/RFQ.

Proposals/Quotations which are late, incomplete, conditional, obscure or illegible, are not written in ink or typewritten, have not been signed or do not have an original signature, are restricted or altered in an unacceptable way, fail to conform to the terms and conditions set out herein, or otherwise fail to conform to the requirements of the RFP/RFQ documents, will be deemed to be informal and will be rejected by the Agency.

Erasures, overwriting and strike-outs will not be reason for rejection, provided that all such changes are legible and have been initialled by the same authorized signatory that executed the Proposal/Quotation on behalf of the Proponent.

2.11 Cost Information

All prices and charges quoted for the proposed services shall include all applicable taxes, itemized separately.

All pricing shall be expressed in **Canadian currency**.

2.12 Proposal/Quotation Expiry Date

Proponents hereby acknowledge that offers contained within their Proposals/Quotations shall be irrevocable for a period of ninety (90) days from the closing date of the RFP/RFQ or until a Contract is signed with the Successful Proponent, whichever comes first.

2.13 Terms of Payment (including invoicing)

Payment will be made in response to invoices itemized in accordance with the final executed Contract, provided the invoices are based on service deliverables described in the scope of the project and are consistent with the timetable of each negotiated deliverable, are completed to the Agency's satisfaction and provided that the Successful Proponent is not in default of its obligations under the Contract.

GENERAL TERMS AND CONDITIONS

December 2015

In its efforts to meet strategic goals in the delivery of its core services to promote efficiencies, sustainability, and reduce costs the Agency is moving several of its processes to electronic protocols.

Electronic invoicing may be the preferred invoicing method if the subject of this acquisition is for low-dollar high-volume purchases (i.e. supply contracts where line-by-line transactions are a requirement on the invoice). If e-Invoicing is a requirement of this project the Agency will provide the Successful Proponent with several format options acceptable to the Agency.

Electronic invoicing **is not** a payment requirement for this project.

The Agency has moved to an electronic payment process. All payments will be made via Electronic Funds Transfer (EFT) directly into the Proponent's preferred bank account. The Successful Proponents must complete the EFT form included in the competitive bid document after notification of contract award.

2.14 Subcontracting & Assignments

It is understood and agreed that the Successful Proponents will be an independent contractor and that the employees or agents of the Successful Proponents will perform all services offered. Subcontracting agreements made by the Successful Proponent will not release the Successful Proponent from any obligation to the Agency with respect to the performance of its obligations under the Contract. Joint or consortium Proposals/quotations must have one prime who will be responsible for overall project success, provide one point of contact and a single billing point. The Agency shall not be responsible for payment to the prime Proponent's partners, subcontractors or suppliers in the event the prime defaults on its responsibilities. The Successful Proponent must communicate such to its partners, subcontractors and suppliers.

A written statement from an officer of any proposed subcontractor(s) must be provided, indicating a willingness to comply with the terms and conditions proposed by the Proponents and the terms and conditions of the Contract. The Proponent must also provide the Agency with a written statement outlining function components that the subcontractor(s) will be offering.

The Agency must grant prior written approval for any assignments and all sub-contracts. In the event that the Agency grants prior written approval for an assignment or subcontract, the prior written approval may be granted on such terms, if any, as the Agency in its sole discretion deems advisable. The Agency's consent to any assignment or subcontract shall, in no way, release the Successful Proponents from their duties and obligations under the contract.

GENERAL TERMS AND CONDITIONS

December 2015

2.15 Inspection of Books, Payrolls, Accounts and Records

The Agency and/or the Ministry of Labour shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the Contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of the Successful Proponent, including, but not limited to those kept by the Successful Proponent, its employees, agents, assigns, successors and Subcontractors. The Successful Proponents shall maintain and preserve all original books and records, together with such supporting or underlying documents and materials, for the duration of the Contract and for at least two years following the completion of the Contract, including any and all renewals thereof.

The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Agency, through its employees, agents, representatives, contractors or other designees, during normal business hours at the Successful Proponent's office or place of business, and the Successful Proponent shall supply certified copies of payrolls and any other records required by the Agency as and when called for. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location convenient for the Agency.

The above shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Agency may have by Federal, Provincial, or Municipal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

2.16 Non-Exclusive

Any Contract awarded as a result of this RFP/RFQ will be non-exclusive. The Agency may, at its sole discretion, purchase the same or similar services from other sources during the term of the Contract.

2.17 Oral Presentations and On-Site Demonstrations

The Agency may require Proponents to give oral presentations in support of their Proposals/Quotations or to exhibit or otherwise demonstrate the information contained therein.

2.18 Negotiations

The Agency may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Proponent's best terms/information, including all required documentation.

GENERAL TERMS AND CONDITIONS

December 2015

The Agency reserves the right to enter into discussions/negotiations with a Selected Proponent. If the Agency and the Selected Proponent cannot negotiate a successful contract, the Agency may terminate the negotiations and begin negotiations with the next Selected Proponent. This process will continue until a contract has been executed or all Proponents have been rejected. No Proponent shall have any rights or remedies against the Agency arising from such negotiations.

2.19 Contract Termination

In the event that the Successful Proponent, in the opinion of the Agency, fail to satisfactorily perform the services in accordance with the terms and conditions of the Contract including the Instructions to Proponents, Terms of Reference and any other terms and conditions as stated therein, the Agency reserves the right to terminate the contract. Furthermore, the Agency at its sole discretion, reserves the right to terminate the contract without showing cause, prior to its conclusion, upon giving at least thirty (30) days written notice to the Successful Proponent.

The Agency shall pay all reasonable costs incurred by the Successful Proponent up to the date of termination, less any excess costs incurred by the Agency in re-procuring and completing the work where the termination is for cause. However, in no event shall the Successful Proponent be paid for any amount that exceeds the price of the agreed fee for the work performed. The Successful Proponent will not be entitled to, or reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

2.20 Errors & Omissions

The Agency shall not be held liable for any errors or omissions in any part of this RFP/RFQ. While the Agency has used considerable effort to ensure an accurate representation of information in the RFP/RFQ, the information contained in the RFP/RFQ is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Agency, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP/RFQ is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP/RFQ.

2.21 Indemnification

The Successful Proponent shall indemnify and hold harmless the Agency, its officers, Board members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Agency and against all losses, liabilities, judgements, claims, suits, demands or expenses which the Agency may sustain, suffer or be put to resulting from or arising out of the Successful Proponents' failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Successful Proponent, their agents, officials and employees.

GENERAL TERMS AND CONDITIONS

December 2015

This indemnification shall include any legal costs incurred by the Agency on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the Agency resulting from the actions of the Successful Proponent.

2.22 Confidentiality

Proponents shall not at any time before, during or after completion of the project, divulge any confidential information communicated to or acquired by the Proponent or disclosed by the Agency in the course of carrying out this project.

The Successful Proponent further acknowledge that all reports, data, documents, materials and information of any kind whatsoever prepared in the course of carrying out this project are the sole and exclusive property of the Agency and shall not be disclosed or released to any person or organization without the prior written consent of the Agency. Any breach of this requirement for confidentiality may result in the contract being terminated and may also result in damages being assessed and applied against any amounts owing to the Successful Proponent under the Contract.

2.23 Potential for Conflicts of Interest

Each Proponent, in their Proposal/Quotation submission, shall declare all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future. Failure to comply with this requirement will render the Proposal/Quotation non-compliant and will cause the Proposal/Quotation to be rejected.

2.24 Insurance

Without restricting the generality of the section on Indemnification, the Successful Proponent shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario.

A) Commercial General Liability Insurance

Commercial General Liability insurance shall include as an Additional Insured, the Agency, with limits of not less than \$5 million (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use thereof. Where such policies have aggregates, the minimum acceptable aggregates shall be \$10 million (\$10,000,000.00) each for the General Aggregate and Products & Completed Operations aggregate. The Commercial General Liability (CGL) insurance will include Cross Liability & Severability of Interest Clauses, Products & Completed Operations coverage (24 months) and Standard Non-Owned Automobile endorsement including standard contractual liability coverage.

The Agency shall accept in place of the above mentioned insurance coverage, limits of \$1 or \$2 million (\$1,000,000.00 OR \$2,000,000.00) inclusive per occurrence in primary CGL insurance and \$4 or \$3 million (\$4,000,000.00 OR \$3,000,000.00) in Excess Liability or

GENERAL TERMS AND CONDITIONS

December 2015

Umbrella Liability insurance with aggregates for each policy to provide the minimum coverage and limits as noted above.

B) Automobile Liability Insurance – if applicable.

Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than \$5 million (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned &/or leased or operated by or on behalf of the Successful Proponents.

C) Professional Liability Insurance – if applicable.

D) Environmental Impairment Liability – if applicable

The form of all insurance to be provided therein shall be maintained continuously from either the commencement of the services [or the signing of this agreement](#), whichever is sooner. The policies shall be endorsed to provide the Agency with not less than thirty (30) days written notice in advance of cancellation, change or amendment restricting coverage.

All of the above Insurance is to be outlined, by the Successful Proponent **only, and** on a standard Broker Insurance Certificate.

2.25 Legislative & Licensing Requirements

All Proponents and submissions shall comply with any law, including all legislation and regulations, which may be applicable to the services provided subsequent to the RFP/RFQ including, but not limited to, the:

- *Highway Traffic Act*
- *Transport Canada*
- *Personal Health Information Protection Act (PHIPA)*
- *Occupational Health and Safety Act (Ontario),*
- *Employee Standards Act*
- *Labour Relations Act*
- *Accessibility Act for Ontarians With Disabilities Act (AODA)*
- *Workplace Safety and Insurance Board of Canada (WSIB)*
- *Ontario Human Rights Code, and the*
- *Pay Equity Act (Ontario)*
- *Environmental Protection Act (Ontario)*

Any agreement that results from this RFP/RFQ will be subject to the above-mentioned legislation and all other relevant applicable laws of the Province of Ontario and Canada.

GENERAL TERMS AND CONDITIONS

December 2015

2.26 Patents and Copyrights

The Proponent shall, at their own expense, defend all claims, actions or proceedings against the Agency based on any allegations that the Proposal/Quotation or any work or any part of the work arising therefrom constitutes any infringement of any patent, copyright or other proprietary right, and shall pay to the Agency all costs, damages, charges and expenses, including its lawyers' fees on a substantial indemnity basis occasioned to the Agency by reason thereof. The Proponent shall pay all royalties and patent license fees required for the work provided.

If the Proposal/Quotation or any work or any part thereof becomes the subject of any action or proceeding held to constitute an infringement, the Proponent shall forthwith either secure for the Agency the right to continue using the work or shall at the Proponent's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes. The above refers only to the Successful Proponent's own contributions to the project.

2.27 Accessibility for Ontarians with Disability Act, 2005 (AODA)

The successful bidder shall comply with the provisions of the Ontario Human Rights Code, Ontarians with Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005 and regulations thereto, in effect during the term of this Contract, in respect of all goods or services provided by the successful bidder on behalf of the Society. In addition to and without limiting the foregoing, the successful bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities, in accordance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the *Accessibility for Ontarians with Disabilities Act, 2005*. This shall include, but is not limited to, training relating to, and ensuring compliance with, the policies, practices and procedures of the Society respecting the provision of goods and services to person with disabilities, as may be in effect from time to time during the term of the contract.

2.28 Workplace Safety and Insurance Board (WSIB)

The Successful Proponents must be in good standing with the Workplace Safety and Insurance Board and shall furnish the Agency with satisfactory evidence, in the form of a valid WSIB Clearance Certificate, prior to commencement of the project, upon presentation of a final invoice and at any other time during the contract at the Agency's request.

If any of the Successful Proponent is a Sole Proprietor, an Independent Operators Ruling is required. The Successful Proponents shall download the Form that **corresponds to the classification of Work for which this bid is the subject** from the Workplace Safety and Insurance Board site at: <http://www.wsib.on.ca/wsib/wsibsite.nsf/Public/FormsEmployers>

GENERAL TERMS AND CONDITIONS

December 2015

and submit the completed form to WSIB to receive the Independent Operators Ruling. The WSIB Ruling must be submitted to the Agency prior to commencement of the work.

The Successful Proponent shall maintain such Insurance or pay such assessments as will protect the Successful Proponent and the Agency from claims under Workplace Compensation Acts. And, from any other claims for damage from personal injury, including death, and from claims for property damage which may arise from the Successful Proponents' operations under this Contract. In the event that the Successful Proponent are exempt from WSIB or has opted out, confirmation of Employer's Liability in the amount of \$2,000,000.00 is required. Such coverage can be confirmed on the Agency's Certificate of Insurance form.

2.29 Freedom of Information and Protection of Privacy Act (MFIPPA)

In accordance with the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, this is to advise that the personal information Proponents provide is being collected under authority of the Act and will be used exclusively in the selection process. All Proposals/Quotations submitted become the property of the Agency. In accordance with the requirements of FIPPA, Proponents are reminded to identify in their Proposal/Quotation material, any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Proposals/Quotations are not to be identified as confidential.

2.30 Sharing of Resources

The Agency is involved in the co-operative sharing of resources to deliver corporate management solutions within departments, area municipalities, local boards and related agencies. Conceptually this would involve implementing a common solution across multiple organizations.

The Children's Aid Society of London & Middlesex's Purchasing Policies and Procedures will apply for the calling, receiving and opening of the RFP/RFQ documents. Each entity will be responsible for awarding their own requirements, issuing their own purchase orders, receiving goods/services and paying invoices in accordance with their appropriate governing regulations, procedures and by-laws.

2.31 Collusion

Proponents must declare that the Proposal/Quotation is not made in connection with any other Proponent submitting an offer for the same services and is in all respects fair and without collusion or fraud.

2.32 Force Majeure

Both the Agency and the Successful Bidder shall not be held liable for any losses resulting if the fulfilment of the terms of the Contract shall be delayed or prevented by wars (whether

GENERAL TERMS AND CONDITIONS

December 2015

war has been declared or not), acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent or the Agency and which, by the exercise of reasonable diligence, the Successful Proponent or the Agency is unable to prevent. However, lack of finances or shortage of labour is not Force Majeure. Should the performance of the Contract be delayed or prevented as therein set forth, the party that encounters such difficulty agrees to give immediate written notice and explanation of the course and probable duration of any such delay to the other party. The Agency and the Successful Proponent shall use their reasonable commercial efforts to manage the work to minimize delays caused by any events that are referred to in this paragraph.

2.33 Performance Evaluation

Please be advised that all firms undertaking assignments for the Agency will be subject to a performance evaluation during the course of, and/or at the conclusion of the assignment.

2.34 Proposal/Quotation Format

Proposals/Quotations should be submitted using a binder or similar cover and include a table of contents noting all requirements by section. Each section is to be tabbed, and presented in a logical order, following the format of the RFP/RFQ (unless otherwise requested).

The RFP/RFQ document is not intended to limit Proposals/Quotations but rather to provide a framework for the Agency to evaluate each Proposal/Quotation and determine which submission most closely addresses the Agency's needs. Proponents are encouraged to provide any additional information or innovative equipment and/or services not specifically outlined in the context of the RFP/RFQ.

2.35 Technical Submission

- A methodology that describes key elements of the approach that would be employed by the Proponent in undertaking the project outlined. The methodology need not be very detailed, but must contain enough information to indicate a sound understanding of the needs of the project and provide the evaluators with step by step procedures and a schedule of activities which indicate how it proposes to meet these needs.
- A specific timetable and work plan, including timelines for the completion of specific tasks, progress reports and identification of specific Agency staff required to participate during the performance of the work, if requested.
- A description of specific deliverables proposed in terms of content and purpose that address the items identified in the RFP/RFQ.

GENERAL TERMS AND CONDITIONS

December 2015

- Identification of all resources that will be used for the project. Resources will be identified as follows:
 - *A list of all personnel assigned to the project, including a brief resume identifying their;*
 - *Qualifications*
 - *Experience*
 - *Number of years they have worked for the Proponent's company*
 - *Any sub-contractors, indicating the specific roles and responsibilities which will be assigned to each person involved.*
 - *A description of available support staff and firm resources.*
 - *Confirmation of the availability of the key staff during the required timeframe.*
- Submissions shall include a company profile including years in business and documentation confirming their financial stability, an overview of the responding firm's experience in providing the requested Scope of Work to the public sector, and any other relevant information about the responding firm, including procedures employed to ensure confidentiality of client information.
- A minimum of three positive references, preferably from the municipal or public sector. References shall be of recent projects of a similar scope or magnitude undertaken by the Proponent. Each reference will include:
 - *Name of client organization, contact name, address, and telephone numbers*
 - *Duration of contract*
 - *Approximate total cost*

2.36 Financial Submission

- Total all inclusive upset cost to the Agency for the complete project and the per diem rates for all proposed staff, including mileage costs, and any other fees that may be applicable. All applicable taxes to be clearly identified within the total all inclusive upset cost.

3.0 STANDARD TERMS AND CONDITIONS

3.1 Acceptance

- (a) As soon as practicable after opening the Proposals/Quotations, the Agency will endeavour to act upon them. The acceptance of a Proposal/Quotation will be notice in writing signed by a duly authorized representative of the Agency, and no other act of the Agency shall constitute the acceptance of a Proposal/Quotation. The placing of a notice of award to a Bidder by the Agency in regular mail or courier to the address given in a Proposal/Quotation shall constitute formation of the Contract and no other form of notice shall be required. Acceptance of a Proposal/Quotation by the Agency

GENERAL TERMS AND CONDITIONS

December 2015

shall bind the Contractor to execute any additional documents as required by the Agency to further evidence or define the Contract as may be required in accordance with paragraph (h) below.

- (b) The Contract shall consist of and have priority in the following order:
- i. the agreement;*
 - ii. the RFP/RFQ; and*
 - iii. the Contractor's Proposal.*
- (c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the Agency's Agreement and a term in the chosen Proposal/Quotation, the term in the Agreement will prevail to the extent of the discrepancy.
- (d) ***The Agency may accept any Proposal/Quotation in whole or in part, whether the Total Acquisition Cost is the lowest or not, and may reject any or all Proposals/Quotations.***
- (e) ***The Agency reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the Proposal/Quotation, and to award Contracts to one or more Bidders; to accept or reject any Proposal/Quotation in whole or in part; to waive irregularities and omissions in the Agency's sole and unfettered discretion, if in so doing, the best interests of the Agency will be served. No liability shall accrue to the Agency for its decision in this regard.***
- (f) In addition to the preceding paragraph, the Bidder, by submitting a Proposal/Quotation, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Proposal/Quotation for matters relating to the Contract or in respect of the competitive process, and the Bidder, by submitting a Proposal/Quotation, waives any claim for loss of profits if no contract is made with the Bidder.
- (g) Should the Agency receive only one (1) Proposal/Quotation on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition or to negotiate the prices/terms offered by the Bidder.
- (h) ***All Proposals/Quotations shall be irrevocable for ninety (90) days following the deadline for submission to allow sufficient time for evaluation of the Proposals/Quotations and for the investigation of the Bidders.***
- (i) Upon acceptance of a Proposal/Quotation, (or any part of it), by the Agency, the successful Bidder shall, if requested by the Solicitor for the Agency so to do, execute and enter into an additional formal Contract that is satisfactory to the Solicitor of the

GENERAL TERMS AND CONDITIONS

December 2015

Agency, to properly secure the Contract resulting from the acceptance of a Proposal/Quotation (or any part of it) and to embody indemnity and related provisions that in the opinion of the Solicitor are required to protect the Agency.

- (j) Any notice that the Agency may be required or desire to give to the Bidder shall for all purposes be deemed to have been sufficiently and properly given if forwarded by regular mail or courier and addressed to the Bidder at the address shown for the Bidder on its Proposal/Quotation. It shall be presumed to have been received by the Bidder on the third day following the mailing or the day following registration with the courier.
- (k) No Proposal/Quotation shall be accepted from any person or Bidder who, has a claim or has instituted a legal proceeding against the Agency or against whom the Agency has a claim or has instituted a legal proceeding, without the prior approval of the Agency Board of Directors. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP/RFQ.
- (l) The placing in the mail or delivery to the address given in the Proposal/Quotation of a notice of award to the Bidder by the Agency shall constitute formation of the Contract.

3.2 Purchasing Policy

- (a) Proposals/Quotations will be called, received, evaluated, accepted, and processed in accordance with the Agency's Purchasing Policy and Procedures. By submitting a Proposal/Quotation each Bidder agrees to be bound by the terms and conditions of that Policy and Procedures and any amendments to them, as fully as if it were reproduced and attached to this RFP/RFQ.
- (b) No verbal arrangement or agreement, relating to the Equipment or Services specified or called for under this RFP/RFQ, will be considered binding, and every notice, advice or other communication, pertaining to it, must be in writing and signed by a duly authorized person.

3.3 Bidder Eligibility

- (a) Bidders must meet the Agency's requirements for experience. The Agency will disqualify any Bidder who cannot provide the following, when requested by the Agency:
 - i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed;*
 - ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or*

GENERAL TERMS AND CONDITIONS

December 2015

iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources, including Sub-Contractors, to satisfactorily complete the Contract.

- (b) The Agency reserves the right to investigate and evaluate the experience, capability, safety, quality, registration and financial position of any Bidder prior to an award of a Contract. The Agency reserves the right to reject any Bidder or Proposal/Quotation in its sole discretion, based on the information obtained.
- (c) This Proposal/Quotation is made by the Bidder without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal/Quotation for the same Equipment or Services, and is in all respects fair and without collusion or fraud.

3.4 Assignment

- (a) The Contractor shall not assign the Contract (or any portion of it) without the prior written consent of the Agency.
- (b) It is understood and agreed that the Bidder will be an independent contractor and that all services will be performed by the employees or agents of the Contractor. Sub-contracting agreements made by the Contractor will not release the Contractor from any obligation to the Agency with respect to the performance of the Contract. Joint or consortium Proposals/Quotations must have one prime Contractor who will be responsible for overall project success, provide one point of contact and a single billing point. The Agency shall not be responsible for payment to the Contractor's partners, subcontractors or suppliers in the event the prime Contractor defaults on its responsibilities. The prime Contractor must communicate such to its partners, subcontractors and suppliers. The prime Contractor must also provide the Agency with a written statement outlining function components that the sub-contractor(s) will be offering. The Agency must grant prior written approval, in its sole and unfettered discretion, for any assignment and all sub-contractors.

3.5 Indemnification

- (a) The Contractor agrees that it shall continuously save, keep harmless and fully indemnify the Agency, its elected or nominated officials, employees and agents and its successors and assigns, from and against all actions, claims, suits, demands, proceedings, losses, liabilities, damages, costs and expenses, which may be brought against or made upon the Agency resulting from or arising out of the Contractor's performance of or rendering of any Services pursuant to the Contract.
- (b) The Contractor also agrees that it shall continuously save, keep harmless and fully indemnify the Agency, its officials, employees and agents and its successors and assigns, against all actions, claims, suits, demands, proceedings, losses, liabilities, damages, costs and expenses, which may be incurred by the Agency resulting from or

GENERAL TERMS AND CONDITIONS

December 2015

arising out of the Contractor's performance of or rendering of any Services pursuant to the Contract.

- (c) The Contractor shall indemnify the Agency from all claims arising out of unpaid accounts relating to the Contract. The Agency shall have the right at any time to require satisfactory evidence that the Equipment (or any part of it) in respect of which any payment has been made or is to be made by the Agency is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

3.6 Insurance

(a) Liability Coverage

The Contractor shall obtain, provide and maintain a Commercial General Liability (CGL) Insurance Policy for the duration of the Contract.

- i. The Policy shall be written on an occurrence basis and have a liability limit of not less than the amount shown on the information for Bidders - Summary Sheet in respect of any one accident or occurrence.*
- ii. The Children's Aid Society of London & Middlesex shall be named on the Policy as an **additional insured** without subrogation.*
- iii. Policy coverage shall include third party bodily injury including death, property damage and personal injury and wording in the Policy shall not be less than the insurance wording shown in IBC Forms 2100 and 2320, or its equivalent replacement.*
- iv. The Policy shall be taken out with an insurance company licensed to carry on the business of insurance in Ontario.*
- v. The Policy shall contain a cross liability and/or severability clause which protect each insured to the same extent as if they were separately insured.*
- vi. Prior to commencement of the Contract, the Contractor shall verify that valid insurance coverage is in place by submitting a certificate of insurance.*
- vii. The Policy shall be endorsed to provide that the Agency is to receive not less than thirty (30) days notice in writing in advance of any cancellation, material amendment, or change restricting coverage. Written notice shall be personally delivered to or sent by registered mail to the representative of the issuing department of the RFP/RFQ of the Agency.*
- viii. Should any claim(s) arise, the Contractor shall be financially responsible to pay for any amount(s) up to and including the deductible amount under the Policy.*

GENERAL TERMS AND CONDITIONS

December 2015

- ix. *The Contractor shall ensure that any and all subcontractors also have valid Commercial General Liability Insurance coverage with the same limits and wording as outlined in this Section 6 A, if the Agency grants assignment pursuant to the Contract.*

(b) Automobile Coverage

The Contractor shall obtain, provide and maintain an Automobile Insurance Policy to cover all licensed vehicles owned and/or leased by the Contractor for the duration of the Contract.

- i. *The Policy shall have a liability limit of not less than five million dollars (\$5,000,000) in respect of any one accident or occurrence.*
- ii. *Policy coverage shall include third party bodily injury including death, property damage and basic accident benefits and coverage shall not be less than the insurance wording shown in the Standard Ontario Automobile Policy Form OAP 1.*
- iii. *The Policy shall be taken out with an insurance company licensed to carry on the business of insurance in Ontario.*
- iv. *Prior to commencement of the Contract, the Contractor shall verify that valid insurance coverage is in place by submitting a certificate of insurance to the Agency which must be acceptable in all respects to the representative of the issuing department of the RFP/RFQ of the Agency.*
- v. *The Policy shall be endorsed to provide that the Agency is to receive not less than thirty (30) days' notice in writing in advance of any cancellation, material amendment, or change restricting coverage. Written notice shall be personally delivered to or sent by registered mail to the representative of the issuing department of the RFP/RFQ of the Agency.*
- vi. *Should any claim(s) arise, the Contractor shall be financially responsible to pay for any amount(s) up to and including the deductible amount under the Policy.*
- vii. *The Contractor will ensure that any and all subcontractors also have valid Automobile Insurance coverage with the same limits and wording as outlined in this Section 6 B, for all licensed vehicles owned and/or leased by them, if the Agency grants assignment pursuant to the Contract.*

3.7 Workplace Safety Insurance Board Certificate (WSIB)

- (a) A certificate from the Workplace Safety Insurance Board (WSIB) shall be provided prior to the commencement of work indicating all payments by the company to the WSIB in conjunction with the Contract have been made, and that the Agency will not

GENERAL TERMS AND CONDITIONS

December 2015

be liable to the WSIB for future payments in connection with the Contractor's fulfillment of the Contract.

- (b) The Contractor shall file a "Certificate of Clearance" from the WSIB prior to commencing the Contract. Clearance certificates should be renewed every sixty (60) days (minimum) during the term of the Contract.
- (c) The Agency shall have the right to retain, out of any monies payable by the Agency to the Contractor under this Contract, the total amount from time to time outstanding of all damage claims by third parties arising out of this Contract which have not been settled by the Contractor or its insurers. For the purposes of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained once the claim has been fully investigated by the WSIB.
- (d) Independent operators (single owner/operators) will be considered for these requirements. As such these operators may be exempt from providing a WSIB Certificate of Clearance.
- (e) However, independent operators will be required to submit a letter from WSIB containing the Independent Operator Identification number issued by the Board. As well, in lieu of a WSIB Certificate of Clearance, independent operators must provide proof that they are covered by a long-term disability insurance policy. The Agency's Health and Safety Coordinator will review the acceptability of the policy submitted.

3.8 Occupational Health & Safety Act/Environmental Protection Act

- (a) Should the provisions of the Occupational Health and Safety Act, apply to the work to be completed under a Contract resulting from this RFP/RFQ, a contravention of the Occupational Health and Safety Act by the Contractor, subcontractor or supplier may be considered a breach of this Contract.
- (b) The Contractor shall "take every precaution reasonable in the circumstances" for the protection from injury of Agency employees, occupants of the site, the general public and workers.
- (c) The Contractor shall provide, erect, and maintain required barricades, warning signs, guard-rails, and light guards in accordance with applicable regulations.
- (d) Except as specified in the Contract, the Contractor will ensure that no additional signs are erected unless approved by the Agency.
- (e) The Contractor shall remove debris, packaging and waste materials frequently, as directed by the Agency. The Contractor shall remove from the site and legally dispose of rubbish, waste materials, and any form of hazardous waste (as defined in regulations passed pursuant to the Environmental Protection Act).

GENERAL TERMS AND CONDITIONS

December 2015

- (f) Dust and dirt shall be kept to an acceptable level, as directed by the Agency. The Contractor shall cover or wet down dry materials and rubbish to prevent blowing dust and debris.
- (g) While on the premises, all hazardous chemical waste shall be properly identified and stored so as not to pose a safety or health hazard to Agency employees, occupants of the site or the general public.

3.9 Storage and Dispensing Equipment

Where storage and/or dispensing equipment is required for proper handling and storage of delivered Equipment, such Equipment is provided and owned by the Agency.

3.10 Character of Workers

- (a) The reference to "workers" refers to workers of the Contractor and its sub-contractors (if any), and includes Corporate Officers.
- (b) The Contractor agrees to employ only orderly, competent, and skilful workers. Whenever the Agency informs the Contractor in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the Contractor will ensure that the worker in question is removed from the work and shall not be further employed on the Contract without the Agency's written consent.

3.11 Project Site Working Conditions

It is the Bidder's responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

Details of the site visit, if applicable, are provided in the RFP/RFQ. Bidders not attending mandatory site meetings will be disqualified from the bidding process. Proposals/Quotations received from disqualified Bidders will be returned unopened.

3.12 Care and Handling

- (a) The Contractor will assume full responsibility for the safe handling and delivery of materials, in accordance with the Transportation of Dangerous Goods Act the Occupational Health and Safety Act including amendments (WHMIS), and any other municipal, provincial or federal legislation applicable during the term of this Contract.
- (b) Prior to commencement of the work the Contractor shall provide a list of products controlled under WHMIS which he expects to supply on this Contract. The Contractor will provide Material Safety Data Sheets (M.S.D.S.) to the Agency prior to Contract commencement.

GENERAL TERMS AND CONDITIONS

December 2015

- (c) The Contractor(s) shall be aware of and conform to all governing regulations, including those established by the Agency related to employee health and safety. The Contractor shall keep employees and sub-contractors informed of such regulations. The Contractor will be responsible for obtaining Workplace Safety and Health Policy and adhere to the policy, including the dress code for on-the-job safety.

3.13 Patents and Copyrights

- (a) The Contractor shall, at its sole expense, defend all claims, actions or proceedings against the Agency based on any allegations that the Equipment (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the Agency all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the Agency in this regard.
- (b) The Contractor shall pay all royalties and patent license fees required for the Equipment.
- (c) If the Equipment (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the Contractor shall either secure for the Agency the right to continue using the Equipment or shall, at the Contractor's sole expense, replace the infringing Equipment with non-infringing Equipment or modify it so that the Equipment no longer infringes.

3.14 Errors and Omissions of Contractor

Errors, mistakes, or omissions made by the Contractor, its agents, employees, or workmen shall be rectified by the Contractor at its sole expense.

3.15 Equivalencies

- (a) Wherever possible, the Equipment or Services specified or called for in or under this RFP/RFQ shall be of Canadian origin and manufacture.
- (b) If patented or proprietary goods, material, articles, or equipment are mentioned in this RFP/RFQ, Proposals/Quotations submitted on approved equivalents will be considered, but the mark or brand of them must be specified in the Proposal/Quotation.
- (c) The Agency will be the sole and final judge as to whether an alternate product is equivalent or not and this decision will be final and non-reviewable by any court or tribunal.

3.16 Quantities

- (a) Unless otherwise specified in this RFP/RFQ, quantities shown are approximate and furnished without liability on behalf of the Agency. Quantities are supplied for the

GENERAL TERMS AND CONDITIONS

December 2015

guidance of the Bidders only and are not to be considered as minimum or maximum quantities.

- (b) Unless otherwise stated, payment will be by the unit complete at the Proposal/Quotation price on the actual quantities deemed acceptable by the Agency.

3.17 Terms of Payment

- (a) Unless alternate payment terms are specified in the Specifications attached to this RFP/RFQ as Section 5, the Agency will accept billing for 100 percent of the actual value of each element of Services performed in each month and accepted by the Agency. Invoices will be payable by the Agency thirty (30) days after they are received.
- (b) Payments made by the Agency, including final payment, shall not relieve the Contractor from its obligations or liabilities under the Contract.
- (c) Vendors must note that payments will be made in accordance with the authorized prices in the Contract Agreement. No other payments will be made without prior express, written justification to and authorization by Procurement Services of an appropriate "Change Order."

3.18 Discount for Prompt Payments

- (a) Upon receipt of invoice(s) that are in accordance with the price(s) and terms and conditions shown on the purchase order or in the Contract Agreement, where discounts for prompt payment have been offered, cheques can be issued within twenty (20) days of receipt of the invoice in Finance Services - Accounts Payable section, (address as shown on the Contract Agreement).
- (b) Bidders are to state the percentage discount for prompt payment offered in the appropriate area of the Bid Form. **Discounts for payment for periods less than twenty (20) cannot be considered. All discounts for prompt payment showing twenty (20) days or longer will be accepted and calculated to form part of your total bid price.** Where no discount for prompt payment has been offered on the bid form, the terms of payment for the invoices will be "Net thirty (30) days" and invoices processed accordingly.
- (c) Cheques covering payment of invoices offering discounts for prompt payment will be forwarded by regular mail to suppliers to arrive on or before the 20th day following receipt of the invoice in Accounts Payable. However, the Agency cannot be held responsible for delays beyond its control such as, but not limited to, services provided by Canada Post, lost mail, disruption of postal services, weekends/statutory holidays, etc. It is **not possible** to make cheques available for pick up by vendors that offer a discount for prompt payment.

GENERAL TERMS AND CONDITIONS

December 2015

- (d) Suppliers are required to **clearly** indicate/highlight on their invoice the rate of the discount for prompt payment offered, number of days after receipt of the invoice in Accounts Payable that the discount applies and the dollar value of the discount. The rate of discount for prompt payment must be in accordance with that offered at the time of bidding and may not be altered at any time during the contract period.
- (e) In the event that payment cannot be mailed to arrive at the supplier's office by the 20th day following receipt of the invoice by Accounts Payable (subject to Section (2) above) the invoice will be paid without deducting the discount offered. There will be no penalty or damages applied against the Agency for discounts not taken.
- (f) Invoices forwarded by the supplier that are not accurate when received by Accounts Payable or require adjustment/revision to comply with the prices, terms and conditions of the purchase order will be considered as complete and received by Accounts Payable only when all required adjustments/revisions have been made.

3.19 Unpaid Accounts

The Contractor must indemnify the Agency from all claims arising out of unpaid accounts relating to the Equipment and/or Services. The Agency shall have the right at any time to require satisfactory evidence that the Equipment in respect of which any payment has been made or is to be made by the Agency is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

3.20 Changes in the Equipment or Services

The Agency may, without invalidating the Contract, direct the Contractor to make changes to the Equipment or Services. When a change causes an increase or decrease in the Equipment or Services, the Contract price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the Agency and the Contractor.

3.21 Non-performance

- (a) The Agency reserves the right to determine, in its sole and unfettered discretion, non-performance of the Contract, including the level of quality of Equipment or Services provided and further reserves the right to cancel any or all of the Contract if the Contractor fails to correct deficiencies upon thirty (30) days written notice. The Agency's evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- (b) In the event that the Contractor fails or neglects to comply with any condition set out in the Contract, the Contract may be unconditionally cancelled by the Agency without notice.

GENERAL TERMS AND CONDITIONS

December 2015

- (c) The Agency reserves the right to remove from the Bidders' List (disqualify), for an indeterminate period (minimum two (2) years), the name of any Bidder for breach of the terms and conditions of this RFP/RFQ or for unsatisfactory performance of the Contract. This disqualification will apply to the terminated Contractor as the Bidder or Proponent on future tenders or requests for Proposal/Quotation or as a sub-trade to a Bidder or Proponent on future competitions (Proposals/Quotations or tenders) issued by the Agency. The Agency also reserves the right to publish the names of all disqualified Contractors in any future tenders or requests for Proposal/Quotation.

3.22 Pricing (Term of Agreement)

- (a) The Contract term shall be as shown in the RFP/RFQ.
- (b) Bidders must state a maximum percentage increase for any subsequent years specified for this Contract. Ninety (90) days prior to the anniversary date of the Contract, the Contractor(s) must provide a written submission of any proposed price increases for the following year of the Proposal/Quotation (not to exceed the maximum percentage increase bid on the Proposal/Quotation submission). A basis for the proposed price increase must be provided. The Agency will assume that all prices or annual renewal periods will remain unchanged if not advised by the Contractor within the time frame indicated above. Renewal will be subject to Contractors providing revised Certificates of Insurance and WSIB Certificates of Clearance.
- (c) If applicable, the Agency will issue a blanket purchase order to cover its requirements, against which releases will be made directly by various departments of the Agency.
- (d) It will be the responsibility of the Contractor to maintain a suitable stock of materials for prompt delivery when required and to satisfy themselves that individuals releasing and/or picking up material are in fact Agency employees.
- (e) Prices bid must include all incidental costs and the Bidder must be satisfied as to the full requirements of the RFP/RFQ. No claims for extra work or Equipment or Services will be entertained and any additional Equipment or Services must be authorized in writing prior to commencement. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission of the Proposal/Quotation.
- (f) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any Equipment or Services, prior to delivery or completion of the Equipment or Services, the appropriate increase or decrease in the price of the Equipment or Services, shall be made to compensate for the change as of the effective date.
- (g) The Contractor shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the Agency harmless in this regard.

GENERAL TERMS AND CONDITIONS

December 2015

- (h) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the Equipment or Services save and Harmonized Sales Tax, which are extra where applicable.
- (i) The unit price prevails in cases of discrepancies between unit prices and extensions. The Agency will make all necessary corrections to any Proposal/Quotation that is in error through addition or extension; the corrected value prevailing, and all Bidders shall be bound by such corrections. Where there are obvious errors such as incorrect extensions or misplaced decimals, these will be corrected and all Bidders shall be bound by such corrections and will be required to initial those corrections within a certain time limit.

3.23 Unit Prices

Bid prices shall be F.O.B. delivered. Unit prices shall be firm and shall include all federal excise tax, duty, freight and shall be subject to the Harmonized Sales Tax.

3.24 Disclosure

- (a) Total bid prices will only be made available if provided to the Agency board in a public report.
- (b) Submissions of Proposals/Quotations as a result of this RFP/RFQ are in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA).
- (c) Release of information **contained** in the Proposals/Quotations may be requested by anyone under the FIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the Bidder. This would include scientific, technical, financial or labour relations information.
- (d) To prevent the release of information the Bidder must state that the Proposal/Quotation is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

3.25 Withdrawal or Amending of Proposals/Quotations

- (a) If, after submission of a Proposal/Quotation, a Bidder receives an addendum issued by the Agency, **and** the addendum content does **not** alter the original submission of that Proposal, the Bidder shall sign the addendum and deliver it to the representative of the issuing department of the RFP/RFQ as long as it is received prior to the closing date and time.
- (b) If the Bidder submits addenda in accordance with the terms of Item 25(a) above, in an envelope, the envelope should include the following information: Bidder's name (or company name under which the original Proposal/Quotation was submitted), the

GENERAL TERMS AND CONDITIONS

December 2015

appropriate competition document reference, the addendum number, and the closing date.

- (c) If after submission of a Proposal/Quotation, a Bidder receives an addendum issued by the Agency, and the information contained in the addendum **does** alter the original submission of the Bidder, the Bidder shall 'withdraw' its previous submission in accordance with the withdrawal procedures outlined below.
- (d) A Bidder who has already submitted a Proposal/Quotation may submit a further Proposal/Quotation at any time up to the deadline for submission. The last Proposal/Quotation received shall supersede and invalidate all Proposals/Quotations previously submitted by that Bidder for this RFP/RFQ.
- (e) A Bidder who has submitted a Proposal/Quotation may request that its Proposal/Quotation be withdrawn. (Adjustments or corrections to a Proposal/Quotation submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the representative of the issuing department of the Agency by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the Agency's Purchasing Policy. Any request to withdraw a Proposal/Quotation must be made by a person having signing authority within the firm involved.

3.26 Contract Cancellation

- (a) The Agency shall have the right to cancel any uncompleted or unperformed portion of the Equipment or Services contract or part of them. In the event of such cancellation, the Agency and the Contractor shall negotiate a settlement.
- (b) The Agency shall not be liable to the Contractor for loss of anticipated profit on the cancelled portion or portions of the Contract. In the event that the Contractor fails or neglects to comply with any condition outlined in the Contract, the Contract may be unconditionally cancelled by the Agency without notice.

3.27 Laws and Regulations

The Contractor shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the Contract and its performance. The Contractor shall be responsible for ensuring similar compliance by its suppliers and subcontractors. The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

3.28 Environmental Concerns

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, the Contractor will ensure that wherever possible, specifications are amended to provide for expanded use of durable products, reusable

GENERAL TERMS AND CONDITIONS

December 2015

products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the products or services. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

3.29 Default by Contractor

- (a) If the Contractor: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Agency may, without notice, terminate the Contract.
- (b) If the Contractor: fails to comply with any request, instruction or order of the Agency; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the Equipment or Services; or fails to prosecute the Equipment or Services with skill and diligence; or purports to assign or sublet the Contract or a portion of it without the Agency's written consent; or refuses to correct defective Equipment or Services; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract; then, in any such case, the Agency may, upon expiration of ten days from the date of written notice to the Contractor, terminate the Contract.
- (c) Any termination of the Contract by the Agency, as mentioned in b) above shall be without prejudice to any other rights or remedies the Agency may have.
- (d) If the Agency terminates the Contract, it is entitled to:
 - i. *withhold any further payment to the Contractor until the completion of the Equipment or Services and the expiry of all obligations under the Contract; and*
 - ii. *recover from the Contractor any loss, damage and expense incurred by the Agency by reason of the Contractor's default (which may be deducted from any monies due or becoming due to the Contractor).*

3.30 Samples

Samples, when required, must be submitted strictly in accordance with the instructions. If samples are requested after opening of Proposals/Quotations, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the Bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Agency shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Contractor from its obligations under the Contract.

GENERAL TERMS AND CONDITIONS

December 2015

3.31 Electrical Safety Authority

In accordance with the Electrical Safety Authority (ESA) regulations on the Continuous Safety Services (CSS) Program, all Contractors providing services at any Agency location involving any degree of electrical connections(s) must:

- (a) Enter all electrical work into a log book (for “routine” work at facilities on the CSS program); and/or
- (b) Apply for and receive a Certificate of Inspection, prior to energizing any electrical work (for “substantial” work at facilities on the CSS program, or any work performed at any Agency location NOT on the CSS program).

3.32 Declarations

- (a) I/We declare that no person, firm or corporation other than the one who’s signature or the signature of whose proper officers is or are attached to this RFP/RFQ, has any interest in this Proposal/Quotation or in the Contract.
- (b) I/We further declare that this Proposal/Quotation is made independently and without any connection, knowledge, comparison of figures or arrangement with any other contractor, firm or person making a similar Proposal/Quotation and is in all respects fair and without collusion or fraud.
- (c) I/We further declare that no Agency employee, or member of the Board (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- (d) I/We further declare that the statements contained in the Proposal/Quotation are in all respects true.
- (e) I/We further declare that I/We have examined the locality and site(s) of the proposed Equipment, as well as all the specifications relating to them, prepared, submitted and rendered available on behalf of the Agency and are hereby acknowledged to be an integral part of the Contract. I/We hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the Proposal, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this Proposal/Quotation.
- (f) I/We agree that this Proposal/Quotation is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this Proposal/Quotation of a notice of award, which shall constitute formation of the Contract, or for 90 days following the Proposal/Quotation closing date, whichever occurs first, and that the Agency may at any time within that period, and without notice, accept this

GENERAL TERMS AND CONDITIONS

December 2015

Proposal/Quotation whether any other Proposal/Quotation had been previously accepted or not.

3.33 Error, Omissions in the Agency Documents

The Agency shall not be held liable for any errors or omissions in any part of this RFP/RFQ. While the Agency has used considerable effort to ensure an accurate representation of information in this RFP/RFQ, the information contained in the RFP/RFQ is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Agency, nor is it necessarily comprehensive or exhaustive.

3.34 Fair Wage Policy

The Children's Aid Society of London & Middlesex is under the jurisdiction of the Ministry of Children and Youth Services and, as such, uses the Province of Ontario's Fair Wage Policy. Please visit their website for the complete policy.

3.35 Ontarians with Disabilities Act, 2001

Pursuant to the *Ontarians with Disabilities Act, 2001*, the Agency has adopted the Corporate Accessibility Plan that focuses on accessibility issues and the development of strategic actions to remove (where possible) and prevent barriers to access for people with disabilities. The *Ontarians with Disabilities Act, 2001* and the Corporate Accessibility Plan require that when deciding to purchase goods or services, the Agency is to have regard to the accessibility for persons with disabilities to the goods or services. As such, the Agency is committed to accessibility principles and is taking steps to improve accessibility within the Agency in accordance with the Act.

3.36 Design and Development Prohibitions

Suppliers, potential suppliers and consulting firms shall not be requested to expend time, money, or effort, for the design or development of specifications or otherwise help define a requirement beyond the normal level of service expected. Should such extraordinary services be required, the representative of the issuing department of the RFP/RFQ will be advised. If there is no alternative but to request such extraordinary services, the firm providing same, shall be compensated at a pre-determined fee. The resulting specifications shall become the property of the Agency for use in obtaining competitive bids. Suppliers or Consultants who provide Design Services and/or specifications for work to be proposed or quoted shall not be permitted to submit a bid for said work.

4.0 EVALUATION OF THE PROPOSAL/QUOTATION

4.1 General

Proposals/Quotations will be evaluated on the basis of all information provided by the Proponent. Each Proposal/Quotation will be reviewed to determine if the

GENERAL TERMS AND CONDITIONS

December 2015

Proposal/Quotation is responsive to the submission requirements outlined in the RFP/RFQ. Failure to comply with these requirements may deem the Proposal/Quotation non-responsive.

Selection of a Proposal/Quotation will be based on (but not solely limited to) the following criteria and any other relevant information provided by the Proponent at the time of submission as well as any additional information provided during subsequent meetings with the Proponent.

In recognition of the importance of the procedure by which a Proponent may be selected, the following criterion outlines the primary considerations to be used in the evaluation and consequent awarding of this project (not in any order). The Evaluation Criteria weighting will be based on a total score of 100 points. The Agency reserves the right to prioritize and weigh the importance of each individual criterion confidentially.

4.2 Objective

The objective of the evaluation process is to identify the Proposal/Quotation which most effectively meets the requirements of the RFP/RFQ.

4.3 Evaluation Process

Evaluation of Proposals/Quotations will be conducted by a Proposal/Quotation Evaluation Committee formed by The Children's Aid Society of London & Middlesex. Members of this Committee may include representatives from Finance, Administration, Client Services, Quality Assurance, Communication, or Information Technology.

There will be 4 steps in the selection and Proposal/Quotation review process:

- 1) Review of Respondent's Proposal/Quotation for compliance with Mandatory Requirements. These will be reviewed according to Yes/No criteria and not scored. Incomplete Proposals/Quotations, namely those that fail to comply with the Mandatory Requirements, will be eliminated from further consideration in the evaluation process.
- 2) Review of Respondent's Proposal/Quotation with respect to the General Requirements.
- 3) Review of Respondent's Proposals/Quotations with respect to quality and presentation of the Document Preparation and Submission Requirements.
- 4) Weighting

Unsuccessful Respondents who are not awarded an agreement pursuant to this RFP/RFQ can request a debriefing dealing with their Proposal/Quotation through the issuing department representative, where the Society will provide information on the areas of the Proposal/Quotation, which require improvements. The Agency shall not provide information on any one proponent's rank in the evaluation process.

GENERAL TERMS AND CONDITIONS

December 2015

4.4 Evaluation Criteria

Generally, the responses to this RFP/RFQ will be evaluated using the following criteria. These criteria are not set out in order of importance and they will apply to the above mentioned steps #1 - #4, as applicable.

i. Compliance with the Mandatory Requirements

Demonstrated compliance with the Mandatory Requirements is to be provided.

ii. Evaluation of the General Requirements

Demonstrated understanding of the services, and an assessment of the extent to which the service delivery methodology meets the objectives of The Children's Aid Society of London & Middlesex, is to be provided.

iii. Quality and Credibility of the Proposal/Quotation

The capability of the Respondent to undertake the necessary commitments will be assessed and verified. This may include an inspection of the Respondent's facilities and/or interviews with key personnel to substantiate the claims made in the Proposal/Quotation. The Respondent should demonstrate an acceptable level of competence in the interviews. The ability of the Respondent to submit a clear, easy to read, and well thought out Proposal/Quotation is also a factor to be evaluated under this section. All responses must be followed and questions answered in the same sequence as listed in this Proposal/Quotation. If there is evidence that the Proposal/Quotation contains incomplete, false, or misleading information, the Society may, in its sole direction, reject the Proposal/Quotation.

iv. References

Usefulness of the references and their relevance to the services will be considered and are to be supplied by Proponents.

v. Financial Viability and Stability

The Children's Aid Society of London & Middlesex may require proof of financial stability of the Respondent to ensure the ability to complete all contractual obligations.

vi. Price Quotation

Price quotation will be evaluated according to the information provided in the Proposal/Quotation.

GENERAL TERMS AND CONDITIONS

December 2015

4.5 Weighting

Weights are used to assign a relative importance to each evaluation criteria. These weights reflect the degree of importance of the criteria. Accordingly this weighting should be considered by the Respondent when developing its Proposal/Quotation. The following is an example of how an RFP/RFQ may be weighted.

EVALUATION CRITERIA	WEIGHTING
Qualifications and Experience	20%
Project Deliverables	15%
Submission	5%
Other Factors	10%
Financial Proposal	<u>50%</u>
Total	100%

Qualifications and Experience

- Experience and credentials of the firm.
- Experience and qualifications (accreditation) of personnel assigned to the project.
- Familiarity with business processes for program delivery relevant to taxi services.
- References indicating the competence and track record of the Proponent in the marketplace with regard to the services required by the Agency.
- Capacity to protect confidential information.

Project Deliverables

- Specific deliverables proposed in terms of meeting the requirements outlined in the Objectives and Deliverables sections of this RFP/RFQ.
- Quality of the Proposal/Quotation in terms of methodology and approach to the project, project scheduling and proposed deliverables.
- Ability to provide all services as per the specifications identified herein.
- Availability of Proponent to work within the project's scheduling requirements.
- Ability to provide all services in a timely manner.

Submission

- Responsiveness to the RFP/RFQ, completeness / comprehensiveness of submission.
- Demonstrated full understanding of the project objectives and the services to be provided.
- Demonstrated willingness to comply with terms and conditions of the RFP/RFQ.

Other Factors

- Value-added services within the scope of the services required.
- Interview (if requested).
- Potential conflicts of interest identified.

Financial Proposal

- Total all inclusive project.

GENERAL TERMS AND CONDITIONS

December 2015

5.0 SELECTION PROCESS

The Proponent is urged to ensure that their Proposal/Quotation is submitted in the most favourable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the Proposal/Quotation from further consideration.

An Evaluation Team comprised of representatives from the Agency will evaluate responses to the RFP/RFQ.

Proponents, who's Proposals/Quotations have been selected for further evaluation, may be invited to attend an interview with the Evaluation Team where their Proposal/Quotation will be discussed.

Proponents may be requested to clarify information provided in their submission. Proponents are encouraged to provide any additional information that may be relevant in the evaluation of their Proposal.

All Proposals/Quotations shall be submitted by the Proponent on the understanding that the Proposals/Quotations shall become the property of the Agency and may be made public by the Agency after appropriate consultation with the Proponent involved.

The Agency reserves the right to accept or reject the lowest, or any or all submissions received, and the right to conduct a subsequent request for Proposal/Quotation process. Additionally, the Agency may accept or reject any part of the Proponent's submission. Proposals/Quotations that do not provide all of the information required for the products and services proposed may not be considered.

Written communication, to the Successful Proponents of notification of Award before the time of expiration specified by the Agency, shall result in a binding Contract without further action by either party. The Agency may accept an offer whether or not there are negotiations after its receipt. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Agency.

On approval of the Evaluation Team's recommendation, and upon successful completion of negotiations (if any), a contract shall be prepared for signature by the Successful Proponent and the Agency after all the required documents (WSIB certificate, Certificate of Insurance) are received by the Agency.

GENERAL TERMS AND CONDITIONS

February 2013

6.0 ENVELOPE NO. 1 – NON-FINANCIAL INFORMATION

Checklist of documents to be enclosed in Envelope No. 1 with this Proposal:

- _____ Proponents Information Form Signed
- _____ Complete Table of Contents for Your Proposal
- _____ One Page Letter of Introduction
- _____ Form of Proposal
- _____ List of Sub-Contractors (if applicable)
- _____ List of Key Personnel
- _____ W.S.I.B Clearance Certificate
- _____ Proof of Insurance Coverage
- _____ References to previous projects
- _____ Other information to be included

No pricing information is to be included in Envelope No. 1

This page must be included with the RFP/RFQ Submission in Envelope No. 1

GENERAL TERMS AND CONDITIONS

February 2013

BIDDERS must complete this form

Please ensure all information is legible.

Bidder's Contact Individual	
Address	
Office Phone #	
Toll Free #	
Cellular #	
Pager #	
Fax #	
Email address	
Website	

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

This will acknowledge receipt of addenda Nos. ____ through ____ (inclusive) and, that our response includes the provisions set out in such addenda.

Check here if NO Addendum received.

Bidder/Vendor _____ **Date** _____

Signature _____

This page must be included with the RFP/RFQ Submission in Envelope No. 1

GENERAL TERMS AND CONDITIONS

February 2013

FORM OF PROPOSAL

To The Children's Aid Society of London and Middlesex, hereafter called the "Owner":

I/WE _____ the undersigned declare:

1. **THAT** no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Proposal/Quotation or in any of the work proposed to be undertaken.
2. **THAT** this Proposal/Quotation is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal/Quotation for the same work and is in all respects fair and without collusion or fraud.
3. **I/WE** represent that no member of the Board, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Proposal, or in the supplies, work or business in connection with the said Proposal, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
4. **THAT** the several matters stated in the said Proposal/Quotation are in all respects true, accurate, and complete.
5. **THAT** I/WE do hereby Propose and offer to enter into an agreement to Supply and deliver all services mentioned and described or implied therein including in every case, H.S.T. on the date of the acceptance of Proposal, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Proposal/Quotation herein contained in Envelope No. 2.
6. **THAT** additions or alterations to or deductions from the said Proposal, if any, shall be made in accordance with the prices stated in the Schedule of Unit prices in strict conformity with the requirements of the Proposal.
7. **THAT** this Proposal/Quotation is irrevocable and open to acceptance until the formal Proposal/Quotation is executed by the awarded Proponent for the said Work or Ninety (90) days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Proposal/Quotation whether any other Proposal/Quotation has been previously accepted or not.
8. **THAT** the awarding of the Proposal, by the Owner is based on this submission, which shall be an acceptance of this Proposal.

GENERAL TERMS AND CONDITIONS

February 2013

9. **THAT** if the Proposal/Quotation is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Proposal/Quotation Document and to execute the agreement in triplicate within Seven (7) Working Days after notification of award. If I/WE fail to do so, the Owner may accept the next lowest or any Proposal/Quotation or to advertise for new Proposals, or to carry out completion of the works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Proposal/Quotation and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Proposals, and shall indemnify and save harmless the Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.
10. **THAT** I/WE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Proposal/Quotation of which the Proponent is not the patentee, assignee, or licensee.

The undersigned affirms that he/she is duly authorized to execute this Proposal.

Proponent's Signature

Title

Witness

Title

DATED AT

(City/Town)

(Province)

This _____ day of _____ 2013.

This page must be included with the RFP/RFQ Submission in Envelope No. 1

GENERAL TERMS AND CONDITIONS

February 2013

REFERENCE FORM

Each bidder shall **provide the reference information as requested in the RFP/RFQ**. This information may be submitted on Vendor created sheets, but **it must contain all of the information requested below and must be labelled "REFERENCES."**

Reference #1

Company Name	
Company Address	
Contact Name	
Contact Phone Number	
Date Work Undertaken	
Nature of Assignment	

Reference #2

Company Name	
Company Address	
Contact Name	
Contact Phone Number	
Date Work Undertaken	
Nature of Assignment	

Reference #3

Company Name	
Company Address	
Contact Name	
Contact Phone Number	
Date Work Undertaken	
Nature of Assignment	

GENERAL TERMS AND CONDITIONS

February 2013

SUB-CONTRACTORS (if applicable)

If the services proposed by the Proponent include the use of subcontractors, they must be identified below and the history and related experience of the organization and its personnel in the Proposal. The Proponent will assume full responsibility for any services provided by any subcontractor. Sub-contractors must be approved by The Children's Aid Society of London & Middlesex. The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to carry out the requirements. CAS expects that the Proponent will engage the listed Sub-Contractors and no others for this contract unless previously authorized in writing by CAS. **Information will be accepted on Vendor created sheets, but it must be labelled "Sub-Contractors."**

Company Name	
Address	
Contact Name	
Telephone No.	
Previous Related Experience	

Company Name	
Address	
Contact Name	
Telephone No.	
Previous Related Experience	

GENERAL TERMS AND CONDITIONS

February 2013

KEY PERSONNEL

Identify the key personnel to be used during the term of this contract, setting out their names, responsibilities, and relevant experience and training that qualify them for this contract. **Information will be accepted on Vendor created sheets, but it must be labelled "Key Personnel."**

Name	
Title	
Location	
Responsibilities	
Experience and Training	

Name	
Title	
Location	
Responsibilities	
Experience and Training	

GENERAL TERMS AND CONDITIONS

February 2013

7.0 ENVELOPE NO. 2 – FINANCIAL INFORMATION

Checklist of documents to be enclosed in Envelope No. 2 with this Proposal:

- _____ Proposed Financial Pricing Summary
- _____ Pricing Schedules
- _____ One (1) electronic copy of complete response in MS Word or Adobe Acrobat (preferred) format on CD-ROM (if requested)
- _____ One (1) electronic copy of required pricing in Excel format on CD-ROM (if requested)

This page must be included with the RFP/RFQ Submission Envelope No. 2

GENERAL TERMS AND CONDITIONS

February 2013

FINANCIAL PROPOSAL/QUOTATION SUMMARY

I/We, the Undersigned, having carefully examined, read and understood and agreed with the Proposal/Quotation document and requirements relating to this project Conditions, do hereby offer to enter into a Contract with The Children's Aid Society of London and Middlesex, to provide _____ Services

I, We _____
(Name- Please Print) (Position)

of _____
(Company Name)

agree to provide the services identified for the prices and fees proposed below and in the attached schedules, and any other services negotiated between the Owner and the Successful Proponent, upon mutually acceptable terms to both parties for the total contract price of (Including HST):

(\$ _____) in lawful money of Canada.
(Enter "Final Grand Total" here)

The undersigned affirms that he/she is duly authorized to execute this Proposal.

Proponent's Signature

Title

Witness

Title

DATED AT

(City/Town)

(Province)

This _____ day of _____ 2013.

**This page must be included with the RFP/RFQ Submission
Envelope No. 2**