



SPEECH-LANGUAGE PATHOLOGY SERVICES

Request for Proposal (RFP)

REQUEST FOR PROPOSAL (RFP)

#RFP24-23

Submission Deadline:

**Thursday, May 16, 2024 at 2:00:00 P.M. local time
(Eastern Time Zone)**

For: Lakehead District School Board
Thunder Bay, Ontario

Issue Date: Friday April 26, 2024

RFP Submissions will be received by:

Lakehead District School Board
2135 Sills St., Thunder Bay, ON, P7E 5T2

Lakehead District School Board RFP Contact:

Alisha Osadec, Buyer
E-mail: alisha_osadec@lakeheadschoos.ca
Phone: 807-625-5111 / Fax: 807-622-5682

The Form of Offer being part of this document must be signed by an authorized representative for the bidder's submission to be valid.

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SECTION 1: INTRODUCTION

Lakehead District School Board ('LDSB' or 'Board') is a publicly funded educational facility with its head office located at the Jim McCuaig Education Centre, 2135 Sills Street, Thunder Bay, ON. LDSB is a small to medium sized Board with 22 elementary schools, three secondary schools and one adult education centre. One elementary school is in a remote location in Armstrong, Ontario. Further information about LDSB can be found on the Board's website at: www.lakeheadschoools.ca.

Lakehead District School Board invites proposal submissions from qualified professional firms/agencies interested in providing the delivery and support of Speech Language Pathology Services. The Board anticipates the hire of two (2) full-time Speech-Language Pathologists, and one (1) full-time Communicative Disorders Assistant (CDA), as further described, all in accordance with the requirements as set out in this document. Given the challenges with hiring and retaining staff in the region, there is some flexibility. Speech (Articulation, Voice and Fluency) Screening and Oral Language Program Assessment and Intervention make up the majority of services provided under this contract.

The support provided for students requiring this service is dependent on Ministry funding therefore all services provided under this contract are subject to budgetary allowance.

Preference will be given to an Ontario business.

Scope of Requirement

The Board is looking for highly skilled, creative, enthusiastic providers, with excellent interpersonal skills, who possess the necessary qualifications, experience, and resources needed to effectively fulfill this contract over the full term of the Agreement. Clinical mentored practice and practical experience working with children is necessary. Those filling the required positions must be qualified and licensed in Ontario to deliver the required services and ability to travel as required on Board related business.

Client care, quality and safety, collaboration, innovation, accountability, education, consultation, staffing and communication are many of the essential needs required under this contract. Emphasis of student support is on early intervention. The majority of needs, but not exclusive to, includes students in Kindergarten to Grade Two.

Services offered will be provided within the jurisdiction of the Board and will include, but not be limited to supporting specific LDSB students in areas of assessment and intervention. Consultation and collaboration, with tact and sound judgement, in oral and written communications with staff, parents and community organizations/stakeholders will be required.

All work performed under this contract will be carried out in a professional manner, adhering to a code of ethics as per applicable professional associations or accreditation board, and to the satisfaction of the LDSB. Compliance with all legislation relating to the services provided including privacy, confidentiality, and the collection, storage and distribution of personal information is necessary.

Requirements as set forth in this proposal are meant to indicate minimum acceptable levels of performance. Proponents are to present their proposals in such form as to meet or exceed all requirements stated.

All 'Mandatory Requirements' as outlined in Section 5 page 16 Stage 1, must be met in order for your proposal to be fully evaluated. Those submissions not meeting mandatory requirements as requested will not move on to Stage 2 evaluation as outlined in Section 5 page 17.

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Independent Contractor, Consortia and Delegated Employees

Where a proponent proposes to provide the services using a consortium of qualified persons, the proponent must identify a single legal entity as being solely liable and responsible to LDSB for the provision of the services provided and other obligations set out in the RFP and Agreement. LDSB will not accept such a proposal unless a single legal entity is identified.

The proponent will be required to carry out the services herein solely as an independent contractor and not as an agent, employee or other representative of LDSB. Nothing contained in the agreement will be deemed to constitute the proponent providing the services as employees of LDSB nor will any employee of LDSB be considered an employee of the proponent. It will be specifically understood and agreed that the relationship is a relationship between independent contractors.

All persons who are identified in a proposal as sharing responsibility related to the fulfillment of the RFP requirements or the provision of the services requested, shall be considered “Employees” of the proponent for the purpose of the Agreement and, as such, the proponent assumes full responsibility and liability for the Employees as set out in the Agreement.

Contract Agreement

The successful proponent will be required to enter into a contract with LDSB for a two (2) year term from September 1, 2024 to August 31, 2026. Service will be required for ten (10) months of each contract year with service commencing September 1st through to June 30th of each year.

The successful proponent will guarantee their commitment to fulfil this contract, meeting the requirements of this RFP, and shall execute a Form of Agreement (sample included – Schedule 6) provided at time of award by LDSB and for each agreed upon renewal thereafter.

All terms and conditions outlined in this RFP and mutually agreed upon will remain firm for the duration of the contract term, unless otherwise agreed to in writing by both parties.

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SECTION 2: SUBMISSION INFORMATION, INSTRUCTIONS AND REQUIREMENTS

RFP Submission Timetable

The following is the schedule for this RFP. “Time” indicated is represented as Thunder Bay “Local Time”.

Events	Dates and Times
Issue Date of RFP	Friday, April 26, 2024
Deadline for Questions from Proponents	Tuesday, May 7, 2024 12:00:00 pm Local Time (ET)
Deadline for Issuing Addenda	Thursday, May 9, 2024 4:30 p.m. Local Time (ET)
PROPOSAL SUBMISSION DEADLINE	Thursday, May 16, 2024 2:00:00 pm Local Time (ET)

Structure of Responses to this RFP

Proponents should structure their submissions in accordance with the instructions in this RFP request. Proponents are required to ensure the required documents are completed and submitted with their proposal. It is the responsibility of the proponent to ensure all requirements of this RFP are met.

Inquires & Addenda

This RFP will only be amended by an addendum. If LDSB, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda on the LDSB website, Vendor Bid Opportunities site (www.lakeheadschoools.ca). Each addendum shall form an integral part of this RFP.

Proponents are responsible to check the LDSB website up to the submission deadline, and download any addenda that may be posted. Proponents shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Offer – Appendix A.

If any addendum is required after the Deadline for Issuing Addenda, LDSB may, at its discretion, extend the Submission Deadline for a reasonable amount of time.

Communication after Issuance of RFP

All communications and questions are to be directed in writing to the RFP Contact Alisha Osadec ONLY, by email to (alisha_osadec@lakeheadschoools.ca) and received no later than 2:00:00 p.m. Local Time (ET), Tuesday, May 7, 2024. Questions will not be accepted after this date. The Board reserves the right to distribute in writing any or all questions and answers to all proponents by way of addenda.

Any attempt on the part of a proponent, or any of their employees, agents, consulting firms, or representatives to contact any persons other than the designated representative with respects to the RFP or any violation of the above requirements, may be grounds for disqualification. The Board may, at its discretion, in addition to any other rights or remedies available at law, reject potential or actual submissions or proposals submitted by that proponent.

Proponents may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to the RFP unless it has first obtained the written authorization to do so by the Board.

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Accuracy of RFP Information

LDSB and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. It is the proponent's responsibility to avail itself of all necessary information to prepare a proposal in response to this RFP.

Submission Instructions

This will be a two (2) envelope proposal submission process as described below. Proposal submissions must contain ONE (1) Original document (prominently marked "ORIGINAL") completed and **signed in ink** by an authorized representative and THREE (3) copies of the original submission (marked "COPY").

All envelopes must be sealed. Both Envelopes #1 and #2 are to be placed into a single sealed package with the Submission Package Label – Appendix F affixed to the outside.

1. ENVELOPE #1 – Technical Submission

Affixed with the "Envelope #1 - Technical Submission label in Appendix F2; will include the entire technical proposal submission as described in Section 3 – Specific Requirements, in the format as set out in Section 5 – Submission Evaluation .

2. ENVELOPE #2 - Cost Submission – Appendix E:

Affixed with the "Envelope #2 - Cost Submission label in Appendix F2; will included the completed Cost Submission sheet clearly indicating the proponents name in the area provided.

Proposals must be submitted to the address indicated on the Submission Label between the hours of 8:30 a.m. and 4:00 p.m. (Local Time), Monday through Friday (excluding Statutory Holidays), AND NO LATER THAN THE SUBMISSION DEADLINE DATE AND TIME.

Proposals received after the Submission Deadline will be deemed late, disqualified and returned unopened to the proponent at the proponents request and expense. For the purpose of calculating time, the web clock NRC (National Research Council Canada) official time at the prescribed LDSB submission location shall govern.

Bids submitted in any other manner will be disqualified. LDSB does not accept responsibility for submissions directed to any location other than the submission address indicated above and on the Submission Label. The onus remains solely the responsibility of the proponent to instruct couriers/delivery personnel to deliver submissions to the exact location specified. Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

Bids received by fax, e-mail or any other electronic submission will not be accepted.

Proponents Shall Bear Their Own Costs

Proponents must bear all costs associated with or incurred in the preparation and presentation of their submissions.

RFP Incorporated into the Submission

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's submission.

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No Incorporation by Reference

The entire content of the proponent's submission shall be submitted in a fixed form and the content of websites or other external documents referred to in the proponent's submission will not be considered to form part of its submission.

LDSB May Seek Clarification and Incorporate Response into the Submission

LDSB reserves the right to seek clarification and supplementary information relating to the clarification from proponent after the Submission Deadline. The response received by LDSB from a proponent shall, if accepted by LDSB, form an integral part of that proponent's submission.

Insurance Coverage

Proponent **shall provide, with their proposal**, the Insuring Company name and assurance of sufficient professional liability insurance for the full scope and duration of the contract. Confirmation of carriage of same insurance is to be provided by the successful proponent to LDSB prior to execution of this Agreement.

The successful proponent will be required to submit the completed Certificate of Insurance Form - Appendix B. The policy shall include LDSB as additional insured. This policy shall, without limitation, will include coverage for negligent acts, errors, or omissions made by its employees in connection with the performance of its obligations under this agreement.

All insurance renewal replacements will be provided to LDSB on or before the expiry of any such insurance.

Selection of Proponent

Notice of selection by LDSB to the successful proponent will be in writing. The successful proponent shall execute a Form of Agreement (sample included – Section 6) provided at time of award by LDSB and satisfy any other applicable conditions of this RFP within seven (7) days of notice of selection. This provision is solely to the benefit of LDSB and may be waived by LDSB at its sole discretion.

Failure to Enter into Agreement

In addition to all of LDSB's other remedies, if a successful proponent fails to execute the Agreement or satisfy any other applicable conditions within seven (7) days of notice of selection, LDSB may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that proponent and proceed with the selection of another proponent.

Misrepresentation or Inaccurate Information

The Board, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any contract awarded to a proponent in the event that the Board determines that the proponent made a misrepresentation or submitted any inaccurate or incomplete information in its submission.

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Contract Award

A LDSB Standing Purchase Order will be issued to the **successful proponent (further referred herein as the “Service Provider”)** prior to commencement of service. Commencement of Service will not begin until the Service Provider is in receipt of the LDSB Purchase Order covering the requirements of this contract. Only upon mutual agreement of renewal of this contract will a new purchase order be issued.

No other contract, agreement, or other documentation outside of this request and Lakehead District School Board purchase order, will be signed or required by the Service Provider, its employees, agents, sub-contractors or others associated with the Service Provider, in order to deliver the services requested in this procurement document. The Service Provider will not enforce any terms or conditions beyond the terms and conditions of this request. Evergreen clauses will not be enforced or applied to this contract.

All proponents will be notified in writing of the outcome of the procurement process, after the award and acceptance of the contract.

It is mutually agreed and understood that the Service Provider shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of LDSB.

LDSB reserves the right to negotiate with the Service Provider to ensure costs/services are kept within the funding model throughout the term of the contract. Any changes will be mutually agreed to in writing.

Performance Review

Performance of the Service Provider will be evaluated either by periodic audits during the contract term or upon completion of the contract as determined by LDSB. Where LDSB determines the level of performance is not being met, the Board will conduct an investigation and follow up with the Service Provider.

Conflict Resolution

Any dispute or controversy pertaining to the terms and or conditions of this Agreement, the service delivery model and/or the allocation of resources, will be addressed directly between LDSB Special Education Officer (or delegate) and the successful proponent.

Non-Performance

The Board reserves the right to hire outside the terms of this contract if the Service Provider is unable to perform the services as required. In this event, the Service Provider may be responsible for any and all charges that the Board may incur. Performance shall be deemed the essence of this contract. The Board reserves the right to terminate the contract if service is unsatisfactory.

Contract /Cancellation/Termination

Should LDSB be denied continued funding for services provided under this agreement, or is unable to fund same services due to budgetary allowance, the contract agreement may be terminated by LDSB upon thirty (30) days written notice by LDSB to the Service Provider.

The contract agreement may be terminated by either party at any time upon providing ninety (90) days written notice by either party of the intention to terminate the agreement.

The contract agreement may be terminated by either party at any time without notice by reason of a breach of any of the terms of this contract by the other.

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Licences/Permits

The Service Provider will, at its own expense, be responsible for obtaining, maintaining and keeping available current licenses and other permits or approvals necessary to permit them, their employees or company to carry out the service requirements of this agreement.

WSIB

Only the Service Provider must provide a Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB) prior to commencement of work, certifying that all assessments and liabilities have been paid and that the Service Provider is in good standing with WSIB.

If the Service Provider is recognized by WSIB as an 'independent operator', WSIB optional insurance must be purchased and proof of coverage provided to LDSB prior to commencement of work.

LDSB will not be liable to the WSIB for future payments in connection with the Service Provider's fulfilment of the award requirements.

The Service Provider agrees to maintain WSIB coverage throughout the term of this Agreement and any renewal thereafter and provide LDSB with proof of same.

Police Records Check

In accordance with Ontario regulations regarding the Safe Schools Act, LDSB, at its discretion, may request a Police Records Check for a Service Provider, and/or Service Providers who have employees that come into direct contact with students. Failure to provide the documentation may disqualify the bid.

Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c.M.36, as amended, applies to information provided to LDSB by a proponent. The confidentiality of information supplied by proponents, including their submissions, will be maintained by LDSB, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their submissions will, as necessary, be disclosed on a confidential basis, to LDSB's advisors retained for the purpose of evaluating or participating in the evaluation of their submissions.

By submitting any Personal Information, proponents are agreeing to the use of such information as part of the evaluation process, for any audit of the procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful proponent to provide the services, such information may be used by LDSB to compare the qualifications of such individual with any proposed substitute or replacement. If a proponent has any questions about the collection and use of Personal Information pursuant to the procurement request, questions are to be submitted to the LDSB contact person identified in the procurement document.

Agreement to Abide by the Established Process

It is vital to the LDSB that the process leading to the acceptance of a proposal and the conclusion of an agreement be, and be seen to be, open and fair and that each of the proponents are treated equally. No proponent can be seen to be deriving, intentionally or otherwise, an advantage or information, which is not equally available to all other proponents. Nor is it acceptable that any advantage or information is sought or obtained from any unauthorized staff and representatives of the LDSB or any benefit is derived from any special or personal relationships or contacts.

Proponents shall sign, and return with their submission Appendix D – Agreement to Abide by Established Process form. The signed form will indicate concurrence with the process. Failure to indicate concurrence by returning the signed form may result in disqualification of the submission.

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SECTION 3: SPECIFIC REQUIREMENTS

The following RFP Requirements will be evaluated in Stage 2 – Evaluation of Technical Proposal.

Proponents must include in their submission any relevant information that would allow the Board to accurately assess their qualifications and ability to satisfy the following requirements. No assumptions will be made. At a minimum, proponents must address the following:

3.1 INTEREST AND UNDERSTANDING OF THE REQUIREMENTS (Maximum 2 pages in letter format)

Provide a written statement, expressing your interest and understanding in taking on this contract. Include:

- Demonstrate your interest and reasons for wanting to take on this contract
- Demonstrate a clear understanding of the scope of work and requirements to fulfil this contract
- Include experiences and understanding of supporting clients while working in an educational environment

3.2 COMPANY PROFILE, HISTORY & EXPERIENCE (Maximum 3 pages)

Proponents are to complete their company information as requested in Appendix A together with providing the following information for the proponent as a professional firm/agency:

- Provide a general overview of the proponents company, including history, qualifications and experience in carrying out the services requested
- Include background with the number of years in providing requested services
- Include affiliations with any professional organization(s)
- Provide the company's structure, which shows positions of responsibility and identifies the staff positions with whom the Board would be dealing with in the course of this contract
- Describe a minimum of **two (2) contracts** of similar nature, size, and complexity of this solicitation, preferably from an educational setting that you have done. Provide a brief description of the contracts including; scope of work involved, team required to fulfil the contracts -qualifications, expertise, and knowledge needed.
- Complete and include References Form – Appendix C. Three (3) valid company professional references are to be provided, two (2) of which shall be from contracts described. (References may be contacted)

3.3 SERVICE & STAFFING REQUIREMENTS

Proponents shall provide detail on the services and staff support they offer specific to the needs of this RFP. A proposed service model and method of delivery is to be included.

LDSB's Policies and Procedures as found on LDSB website www.lakeheadschoools.ca in particular Special Education Policy and Procedures 5010 will apply to the services provided. In cases where such policies are contrary to the policies of the Service Provider, LDSB and the Service Provider will negotiate and mutually agree in writing upon a resolution.

Staffing Requirements

LDSB anticipates the hire of three (3) full time positions consisting of two (2) full-time Speech-Language Pathologists, and one (1) full-time Communicative Disorders Assistant.

(The full-time status of each area of service may increase or decrease by increments of .25 based on annual funding and requirements. Positions will be reviewed and mutually agreed to at time of award and no less than sixty (60) days prior to each renewal of this agreement.)

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Days and hours of work will generally be five (5) days per week equal to thirty-five (35) hours, between Monday and Friday 8:00 a.m. to 4:00 p.m. all as mutually agreed. When necessary, service demands, days, and times may vary to meet the needs of the students.

The Service Provider will be required to recognize LDSB statutory holidays and Board shut-down times where services on these days will not be required or provided. The Boards school calendars identifying holidays and shutdown times can be found on LDSB website – www.lakeheadschoools.ca.

Professional Service Needs

The main service requirements include, but will not be limited to the following:

1. Services of the Speech-Language Pathologists will be provided in all of the following areas. Services may include one or a combination of the following, depending on the client's needs.
 - assessment
 - short-term direct intervention (one : one and group therapy)
 - follow-up and monitoring services
 - consultation
 - in-service education
 - student assessment, progress, and discharge reports
 - consultation reports
 - reports on caseload and services provided
2. Services of the Communicative Disorders Assistant will include no less screening
 - short-term direct intervention (one to one and group therapy)
 - follow-up and monitoring services
 - student assessment, progress, and discharge reports
 - regular consultation with the Speech-Language Pathologists related to progress
 - reports on caseload and services provided

Service Model

- Provide proposed methods and ideas in the delivery of services and staff support.
- Include approaches to effective time management, scheduling efficiencies, accommodation for student absenteeism, and planning of travel between schools.
- Include expected goals describing the performance and management approach to achieve these goals.
- Describe how clear lines of communication will be provided in the delivery of services and the approach to problem/task resolution.
- Outline methods used for establishing, reviewing, and monitoring profession specific functions in the area of practice, and how they are incorporated within the service model provided

Absences/ Contingency Plan

- Identify all reasons where absences may occur due to vacation, incidental illness, statutory holiday, or other, with schedule to school holidays and shut-down times kept in mind.
- Identify any other reasons where there may be an inability to provide required services.
- Include a contingency plan where services may be negatively impacted due to absences, etc.

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Qualifications and Experience

- Provide detailed resumes of all those providing services under this contract including key personnel involved in the delivery of the service. Include clear statements of each individual's legal name, title, role, responsibility, experience, and (2) work related references.
- Include supporting documentation including education, qualifications, training, certifications, memberships, and licenses.
- Demonstrate areas of expertise, background and experiences, skills and abilities that complement and support the services required under this contract.

3.4 COMPANY PROTOCOLS, QUALITY ASSURANCE & SAFETY, CONTRACT ADMINISTRATION

Code of Conduct and Confidentiality

During and following the term of the contract the Service Provider will ensure full confidentiality in all aspects of the workplace. Proponents will state their current policy and guidelines related to Professional Code of Conduct and Confidentiality standards, and further describe how confidentiality would be protected with consideration to the following:

- Outline reasonable steps to keep all confidential information confidential and secure.
- Describe methods of limiting the disclosure of confidential information to only those employees who have a need to know it and who have been specifically authorized to have such disclosure.
- Provide information on how the proponent will not directly or indirectly disclose any Confidential Information (except if required by order of a court or tribunal or pursuant to the requirements of FIPPA or MFIPPA, without first obtaining:
 - the written consent of the other party, and
 - in respect of Confidential Information about any third-party, the written consent of such third-party;

Quality Assurance & Safety Protocol

Proponents will describe their policies, guidelines, and approach to ensuring quality and safety standards are maintained and updated and how this correlates to the required criteria and regulations of their profession. Performance evaluation, education, quality improvement practices are some of the areas to be considered.

Contract Management, Reports/ Record Keeping

Proponents will describe in their submissions the administration of the contract including record keeping practices and reporting capabilities. All reports provided to LDSB by the Service Provider will remain the property of LDSB. Sample reports are to be included in the proponent's submission.

- Briefly describe the procedure for maintaining client files including if they are stored electronically or in a hard copy format and security measures in place to protect the confidentiality of the client's records.
- Outline report retention procedures; how long are client's records maintained; and the process to discard confidential client files

LDSB reporting requirements include, but will not be limited to the following:

1. Caseload and Waiting List Reports:
 - To be provided on the 15th of each of the following months: October and February
 - To be sent directly to LDSB Principal of Special Education
 - To include, students name, school, description of service required, frequency of service provided

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2. Completed Service Summary Reports:
 - To be provided for the period Sept 1st – Jan 31st inclusive and Feb 1st to June 30th.
 - To be sent directly to LDSB Principal of Special Education
 - To include student name, school name, date of service, provider of service, description of services rendered and any absences and/or approved extended work hours.

3. Student/School Reports
 - To be provided as needed or as requested
 - To be sent directly to the Principal of Special Education
 - To include; Initial Assessment Reports, SLP Communication Reports, and Discharge Reports

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SECTION 4: COST STRUCTURE

Proponents shall provide costs for services using Appendix E - Cost Submission included in this document.

- All rates offered must be quoted in Canadian Dollars. Provincial and Federal Taxes (HST) are extra and must be clearly identified to the areas applicable.
- All costs incurred for disbursements, travel, licenses, insurance, overhead expenses and any other additional expense that may be applicable and required to providing services must be included in the rates proposed.
- Rates offered will be held firm for the first one(1) year of the contract term and is subject to renegotiation only upon (60) sixty days written notice, prior to each anniversary date beginning September 1, 2015, and upon mutual agreement of both parties. Where notice of rate change is not requested or re-negotiated, all terms and conditions including previous rate will renew automatically for a further one year term.
- LDSB reserves the right to negotiate with the awarded proponent to ensure costs are kept within the funding model

Invoicing

Services will be invoiced to LDSB on the first (1st) day of month in Canadian Funds for services rendered in the previous month. Invoices will be pre-approved by the LDSB Principal of Special Education prior to payment being made.

Invoices must include:

- Current Purchase order number
- Description of service provided including this contract number with total monthly cost for services (total annual rate quoted divided by number of months of service – this being 10 months).
- If additional services were approved and provided in the invoiced month, separate line(s) to be added to the invoice broken down as follows:
 - a. Any adjustment in hours to service provided, due to approved absence or increased hours is to be invoiced as a separate line item(s) by area of additional service provided
Example: One separate line with hourly cost for 1) Speech-Language Pathology and/or, 2) Communication Disorder Assistant.
- HST tax where applicable, to be included as a separate line item.

Invoices are ONLY to be sent directly to: Email: accounting@lakeheadschoools.ca OR, to Lakehead District School Board, Accounting Department, 2135 Sills Street, Thunder Bay, ON P7E 5T2.

LDSB has implemented electronic payments. All payments will be made via Electronic Funds Transfer (EFT) directly into the Service Provider's preferred bank account. The Service Provider will be provided with and shall complete the EFT Form after notification of contract award.

3.1 Payment Terms

Payment terms are Net 30 days from receipt of approved invoice, unless otherwise mutually agreed. Where there is a question of non-performance, payment in whole or in part may be withheld. All charges against a supplier shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the supplier will pay LDSB, on demand, the amount of such charges.

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SECTION 5: SUBMISSION EVALUATION

Submission Evaluations

In order for LDSB to evaluate proposals fairly and completely, it is essential that the elements contained in the proponent's submission be stated in a clear and concise manner and clearly correlates to the specific criterion being requested. The detail, clarity and structure of the submission will be considered indicative of the proponent's expertise and competence. Responses are to be TYPED and STRUCTURED in the ORDER requirements are requested in this RFP. Failure to complete and include information as requested may result in your submission not being considered.

By submitting a response, the proponent is deemed to confirm that it has prepared its submission with reference to all of the requirements set out in this procurement document.

RFP Evaluations will be done by an appointed committee from LDSB. The method of evaluation is pre-determined by the Board and is not subject to discussion or negotiation with any proponent.

The evaluation of proposals will be completed in three (3) stages;

Stage 1: Mandatory Requirements,

Stage 2: Evaluation of Technical Proposal - (Interview or Presentation may be requested),

Stage 3: Cost Evaluation,

all as further defined.

In the event LDSB receives only one proposal which is over budget, LDSB reserves the right to negotiate the services/price with the proponent. In the event a mutual agreement cannot be negotiated, LDSB may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that proponent and proceed with the selection of another proponent without issuing another RFP.

In the event LDSB receives only one proposal which does not pass the technical evaluation, LDSB reserves the right to source, without issuing another RFP, and negotiate serviced/price with another organization.

The Board shall have the final authority on all matters regarding this Request for Proposal.

Introduction to Scoring Scale

Superior Response (5): A highly comprehensive, excellent response with demonstrated understanding of the purpose of the RFP, and requirements to maintain this long term contract. The response is to clearly detail the proponents understanding and abilities to meet LDSB requirements. The response may include additional information in each requested area that would prove the companies understanding and ability.

Good Response (4): A good response is one that fully meets the requirement in a clear and comprehensive manner with no deficiencies noted.

Satisfactory Response (3): A fair response is one that meets all or most requirements but lacks clarity or comprehensiveness in some areas.

Limited Response (2): A limited response is one that does not meet most of the requirements, due to a lack of clarity and/or comprehensiveness.

Inadequate Response (1): An inadequate response is one containing little detail, structure, clarity or insufficient knowledge of the requirement.



Zero Response (0): Information provided does not allow for meaningful evaluation or no information has been provided.

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STAGE 1: MANDATORY REQUIREMENTS

All proposals will be reviewed for compliancy with the following Mandatory Requirements which includes completion of the mandatory forms indicated below. Only those submissions which meet all of the Mandatory Requirements will be permitted to proceed in the evaluation process to Stage 2 – Technical Evaluation. Submissions which do not comply with the Mandatory Requirements will be disqualified, not evaluated further, and returned to the proponent upon request, at the proponent’s expense.

Other than inserting the information requested on the mandatory forms set out in this RFP and confirmed below, a proponent **MUST NOT** make any changes to any of the forms. Any proposal submission containing such changes, whether on the face of the form or elsewhere in its submission, **WILL BE DISQUALIFIED**.

MANDATORY REQUIREMENTS	COMPLY -YES 
<p>Speech-Language Pathologists:</p> <ul style="list-style-type: none"> a) Registered member of the College of Audiologists and Speech-Language Pathologists of Ontario (CASLPO) and therefore meeting the criteria of the Canadian Council Health Services Accreditation (CCHSA) and Standards of Care. b) Have a period of clinical mentored practice with a minimum of three (3) years practical experience working with children preferably in an educational facility. Five (5) years practical experience is preferred. c) Fully licensed to practice in Ontario d) Ability to travel as required on Board related business. 	
<p>Communicative Disorders Assistant (CDA):</p> <ul style="list-style-type: none"> a) Will hold a graduate CDA certificate. b) Will have 2-3 years practical experience working with children (3 years preferred) working as a support person under the supervision of a qualified Speech Language Pathologists as described above. c) Ability to travel as required on Board related business. 	
MANDATORY FORMS REQUIRED	INCLUDED - YES 
a) Form of Offer – Appendix A: completed in its entirety, signed by an authorized representative.	
b) Reference Form – Appendix C: completed as requested. Proponents Name/Company Name is to be indicated on the top of the submitted form.	
c) Appendix D – Agreement to Abide by Established Process	
d) Cost Submission - submitted in a separate sealed envelope (Envelope #2) using the Cost Submission form provided in Appendix E	

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STAGE 2: EVALUATION OF THE TECHNICAL PROPOSAL

Each compliant submission will be further evaluated and scored based on the proponent's technical responses.

In order to facilitate a full evaluation by the Board and ensure that a sufficient level of information is submitted, the proponent is to address all aspects relating to the Section 3 - Specific Requirements and Scope of Work requested in this RFP as well as demonstrate their capability together with a proven track record and approaches to providing the services requested.

The technical proposal submission must be bound, include page numbering, and be presented in the following order:

- Cover Page
- Table of Contents
- Requirements of Proposal
- Appendix A – Form of Offer – fully completed and signed
- Appendix C – Proponents Reference Form
- Appendix D – Agreement to Abide by Established Process

LDSB will establish a team to evaluate the proposal submissions. Each member will sign a code of conduct prior to receiving the documents. The code of conduct sets out the evaluation rules including the need for confidentiality and security of the submission documents and includes a conflict of interest declaration.

Each team member will individually evaluate the criteria responses that the proponent has provided. Each member will determine the score that best reflects the quality of the response. Each member must also explain their rationale for a score.

A consensus meeting will be scheduled which is to be attended by all members of the team. The goal of this meeting is to review the individual scores and discuss any areas that have major differences to ensure the committee arrives at a general fair consensus.

All individual scores for each section are averaged and a total score for each submission is calculated.

LDSB reserves the right to seek clarification and supplementary information from proponents relating to their submissions. The responses received by LDSB from a proponent shall, if accepted by LDSB, form an integral part of that proponents' submission.

In the event that LDSB receives information at any stage of the evaluation process which results in earlier information provided by the proponent being deemed by LDSB to be inaccurate, incomplete or misleading, LDSB reserves the right to revisit the proponents' compliance with the mandatory requirements and/or adjust the scoring of rated criteria accordingly.

INTERVIEW/ PRESENTATION

If the Board determines interviews or presentations are NOT required, the Cost Submission envelopes from ONLY those proponents who have passed Stage 2 of this RFP Evaluation will be open.

If the Board determines, interviews or presentations are required, a request will be made to the top three (3) highest scoring proponents who have passed Stage 2 of this RFP Evaluation. Interviews/presentations will be no longer than one (1) hour each and will be scheduled at a time and place chosen by the Board with all costs being the responsibility of the proponent.

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The results of the interview or presentation will be reflected by means of adjustment to each evaluator's individual score.

STAGE 3 – COST EVALUATION

Pricing will be scored based on a relative pricing formula. Each proponent will receive a percentage of the total possible points allocated to cost with the lowest cost receiving the highest score. Subject to satisfactory reference checks and any other verification LDSB wishes to undertake, the highest scoring proponent will be selected to enter into a contract with LDSB. In the event of a tie technical score, the highest scoring cost (lowest proposed cost) between the two tied proponents will be deemed to be the successful proponent.

Stage 2 – Technical Proposal Evaluation	Maximum Score
Interest and Understanding of the Requirements (Maximum 2 pages in letter format)	15
Company Profile, History, Experience (Maximum 3 pages)	15
Services and Staffing Requirements	25
Company Protocols, Quality Assurance & Safety, Contract Administration	10
Stage 2 – Total Weighted Points	65
An additional 10 points will be given to Ontario Businesses	
Stage 3 – Cost Evaluation	Maximum Score
Cost Submission	35
Stage 3 – Total Weighted Points	35
STAGE 2 & STAGE 3 – TOTAL MAXIMUM WEIGHTED POINTS	100

SPEECH-LANGUAGE PATHOLOGY SERVICES

SECTION 6: FORM OF AGREEMENT

Speech-Language Pathology Services
REQUEST FOR PROPOSAL #RFP24-23

For: Lakehead District School Board
Thunder Bay, ON

This agreement is effective this _____ day of _____ 2024.

Between

LAKEHEAD DISTRICT SCHOOL BOARD

and

SERVICE PROVIDER'S NAME HERE

This agreement, mutually acknowledged, includes the requirements all as set forth in the above noted Lakehead District School Board Request for Proposal document.

SERVICE PROVIDER'S NAME HERE is willing and agrees to provide Lakehead District School Board with Speech-Language Pathology Services requested all in accordance to the requirements, terms, and conditions as set out in the above Request for Proposal Document.

This Agreement shall cover a two (2) year term from September 1, 2024 to August 31, 2026. Service will be required for ten (10) months of each contract year with service commencing September 1st through to June 30th of year.

Services will be provided in accordance to the agreement at the rates as confirmed on the attached Appendix E.

Services will be provided generally 5 days per week equal to 35 hours between Mondays to Friday between the hours 8:00 a.m. to 4:00 p.m., however, if necessary, service demands, service days, and times may vary to meet the needs of the students.

A LDSB Standing Purchase Order will be issued for required services.

This agreement is executed by the undersigned respective authorized officers, as of the agreement date indicated above.

LAKEHEAD DISTRICT SCHOOL BOARD

SERVICE PROVIDER'S NAME

Per:

Per:

Signature

Signature

Buyer Name, Title

Authorized Personnel Name, Title

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APPENDIX A: FORM OF OFFER

REQUEST FOR PROPOSAL - FORM OF OFFER

FOR

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SPEECH-LANGUAGE PATHOLOGY SERVICES

For: Lakehead District School Board, Thunder Bay, ON

Submitted by: _____

LATE SUBMISSIONS WILL NOT BE ACCEPTED

SUBMISSIONS RECEIVED BY FAX, E-MAIL, TELEPHONE, OR ANY OTHER ELECTRONIC DEVICE WILL NOT BE ACCEPTED

THE LOWEST OR ANY PROPOSAL WILL NOT NECESSARILY BE ACCEPTED

APPENDIX A: FORM OF OFFER

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Each Submission must include this Form of Offer completed and signed by an authorized representative of the Proponent together with the requirements of the RFP

1. Proponents Contact / Company Information

Full Company Legal Name:					
Main Company Address:					
City:		Province:		Postal Code:	
Phone:		Email:		Website:	
Payment Address (if different from above)					
Ownership & Organization:		Individual:		Partnership:	
Days & Hours of Operation:					
How Long in Business		No. of Employees			
Main Contact Information for this Contract:					
Name:		Position			
Phone number :		E-mail			

2. Offer

The proponent has carefully read and examined the RFP document and has a clear and comprehensive knowledge of all requirements, terms and conditions required under the RFP. By submitting a response to this RFP, the proponent agrees and consents to all terms, conditions and provisions of the RFP, and agrees to provide the services in accordance with the scope of work and requirements provided at the costs submitted in Appendix E - Cost Submission, if selected for an award of contract.

3. Submission Package

The proponent has completed and included as part of their submission, SEALED ENVELOPE #1 including: Proponent’s technical proposal, Appendix A – Form of Offer, Appendix C - Reference Form, Appendix D - Agreement to Abide by Established Process AND in SEPARATE SEALED ENVELOPE #2, Appendix E - Cost Submission, all in accordance with the requirements of this procurement document.

4. Compliancy to Mandatory Requirements.

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The proponent confirms their compliance with Section 4 – 4.4 Mandatory Requirements, and by submission of their RFP proposal confirms their understanding and acceptance that those not compliant to the Mandatory requirements requested will not be further evaluated and will be disqualified.

5. Addenda

The proponent’s deemed to have read and accepted all addenda issued by Lakehead District School Board. The onus remains on the proponent to make any necessary amendments to their Submission based on the addenda. The proponent is requested to acknowledge all Addenda that have been issued by the Board

Number of Addenda #(s) Acknowledged	
--	--

6. Conflict of Interest

The proponent must disclose if there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

INSTRUCTIONS TO PROPONENTS: The proponent must check the box which applies.

<input type="checkbox"/> The Proponent declares that it has a conflict of interest. <input type="checkbox"/> The Proponent declares that it does not have a conflict of interest.
--

If the proponent declares an actual or potential Conflict of Interest, the proponent must set out below details of the actual or potential Conflict of Interest:

--

The proponent agrees that, upon request, the proponent shall provide LDSB with additional information from each individual identified above in the form prescribed by LDSB.

7. Tax Compliance Declaration Form

Proponents are advised that any contract with Lakehead District School Board requires a declaration from the successful proponent that the proponent’s provincial taxes are in good standing. In order to be considered for a contract award, the respondent must submit the following tax compliance status indicating the following consent to disclosure:

DECLARATION

I /WE hereby certify that _____
(Legal name of Proponent)

at the time of submitting its Submission, is in full compliance with all tax statutes administered by the Ministry of Revenue for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

CONSENT TO DISCLOSURE

I/We consent to the Ministry of Revenue releasing the taxpayer information described in this Declaration to LDSB issuing the RFP as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Ministry of Revenue.

Dated on this ____ day of _____ 2024.

Proponent confirms as Acknowledged: _____
(Proponent’s Signature)

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8. Bid Irrevocable

The proponent agrees that its Submission shall be irrevocable for ninety (90) days following the Submission Deadline.

9. Disclosure of Information

The proponent hereby agrees that any information provided in this Submission, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this Submission to Lakehead District School Board to the Boards advisers retained for the purpose of evaluating or participating in the evaluation of this Submission.

10. Execution of Agreement

Submission of a proposal constitutes acknowledgement that the proponent has read and unless otherwise indicated in the proponent’s submission understands and agrees to be bound by the terms and conditions in this Request for Proposal and will execute a contract if the proponent is selected for an award of contract in accordance with the terms of this procurement request.

Printed Name and Title of Proponent or Proponent’s Representative	Printed Name of Witness	
Signature of Proponent or Proponent’s Representative	Signature of Witness	
I have authority to bind the Proponent	Date:	

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APPENDIX B: CERTIFICATION OF INSURANCE - GENERAL

PROOF OF LIABILITY INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY

CERTIFICATE OF INSURANCE – GENERAL				
This form must be completed and signed by your Agent, Broker or Insurer. All Insurers shown must be licensed to operate in Canada <i>This is to certify that the Named Insured hereon is insured as described below:</i>				
Contract Number (if applicable):		RFP24-23		
Description of Contract:		SPEECH-LANGUAGE PATHOLOGY SERVICES & SUPPORT		
Named Insured (Service Provider):				
Address of Named Insured:				
Location and operations of the Named Insured for which certificate issued:		ALL OPERATIONS PERFORMED FOR LAKEHEAD DISTRICT SCHOOL BOARD		
POLICY	COMPANY AND POLICY NUMBER	DATE		LIMITS OF LIABILITY
		Effective	Expiration	
GENERAL LIABILITY BODILY INJURY PROPERTY DAMAGE				Minimum Requirement - \$2,000,000 inclusive
AUTOMOBILE LIABILITY BODILY INJURY PROPERTY DAMAGE				Minimum Requirement - \$2,000,000 inclusive
OTHER (Describe)				

IMPORTANT: This Certificate confirms that the Policies listed above are in full force and effect and that these Policies will not be cancelled without thirty (30) days prior written notice being given to the Lakehead District School Board, and further that the General Liability Policy listed above includes all coverage outlined under 1, 2, 3, 4 and 5 below.

GENERAL LIABILITY COVERAGE INCLUDES:

1. Completed operations.
2. Non-owned Automobile Liability.
3. Occurrence Property Damage.
4. Broad Form Property Damage.
5. This will confirm that the Lakehead District School Board has been added as additional insured on the above Certificate of Insurance, but only for liability arising out of the operations of the named insured.

Policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to Lakehead District School Board.

DATE

Name of Insurance Company(ies) (not Brokers)

Address of Insurance Company or Broker

Signature of Authorized Representative or Office of Broker

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APPENDIX C: PROPONENTS REFERENCE FORM

PROponents NAME: _____

Company Name:			
Company Address:			
Contact Name & Title:			
Contact Phone:		Contact E-mail:	
Date(s) Service Provided:			
Name of Project(s):			

Company Name:			
Company Address:			
Contact Name & Title:			
Contact Phone:		Contact E-mail:	
Date(s) Service Provided:			
Name of Project(s):			

Company Name:			
Company Address:			
Contact Name & Title:			
Contact Phone:		Contact E-mail:	
Date(s) Service Provided:			
Name of Project(s):			

The proponent authorizes Lakehead District School Board to contact any of the above.

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APPENDIX D: AGREEMENT TO ABIDE BY ESTABLISHED PROCESS

Lakehead District School Board is advising LDSB trustees, staff and agents that the integrity of the process requires observance of the following ground rules:

1. All communications, including requests for information, between proponents and LDSB must be between only the identified representative(s) of LDSB and each proponent who have been authorized and designated for that particular purpose.
2. Apart from the communications between and among the designated representatives, there must be no communication between LDSB and any representative of the proponent, and no giving of information with respect to the RFP process.
3. Any attempt on the part of any proponent, or any of its employees, agents, contractors or representatives to contact any persons other than the designated representatives with respect to the RFP or any action or violation of the above requirements will be grounds for disqualification, and the LDSB may, in its discretion, in addition to any other rights or remedies available at laws, reject any potential or actual submission or Proposal submitted by that proponent.

Proponents must accept and agree to observe the contents of this “Agreement to Abide by the Established Process”, inform their staff thereof, and ensure their compliance therewith.

This agreement must be signed by a person who has the authority to bind the proponent and be submitted with the proposal.

CERTIFICATION:

Company Name

Name & Position of Person Signing (please print)

Signature of Responsible Officer

Date

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APPENDIX E: COST SUBMISSION

Proponents will provide their all-inclusive **monthly pay rate** (Canadian Funds) for the services requested in the areas indicated below. Extra charges, including mileage, administrative expenses, or any other additional costs will not be acceptable. Quoted fee shall be in the form of a total fixed cost, no extras. All costs quoted will be held firm for the contract term.

Area of Service	Monthly Pay Rate per Person	MULTIPLIED BY	Number of Staff (Est)	EQUALS	Total Cost per Month for Area of Service
Speech-Language Pathologist	\$	X	2	=	
Communicative Disorder Assistant	\$	X	1	=	
TOTAL MONTHLY COSTS FOR ALL SERVICES					
TOTAL SERVICE COSTS FOR FULL CONTRACT TERM (Monthly costs X 10 months)					

Proponents will provide an all-inclusive **hourly pay rate** per person for each area of services requested that will be applied to any necessary adjustment in monthly costs, due to approved absence or increased hours.

Area of Service	Hourly Pay Rate per person
Speech-Language Pathologist	\$
Communicative Disorder Assistant	\$

COMPANY NAME: _____

Authorized by (Print Name): _____ **Signature:** _____

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APPENDIX F: PROPOSAL SUBMISSION PACKAGE LABEL

AFFIX THIS LABEL TO YOUR PROPOSAL SUBMISSION PACKAGE ENVELOPE (cut along perforated lined)

Proponent to complete the following:

(Full legal name and address)

NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE: _____

PROPOSAL SUBMISSION:

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SERVICES**

SUBMISSION DEADLINE:

Closing Date: Thursday, May 16, 2024

Closing Time: 2:00:00 pm (Local Time)

**TO: Lakehead District School Board
2135 Sills Street,
Thunder Bay, ON P7E 5T3
Attention: Alisha Osadec, Buyer**

NOTE:

The onus remains solely the responsibility of the Proponent to instruct couriers/delivery personnel to deliver submissions to the exact location and floor, specified above by the Submission Deadline. Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to.

IMPORTANT INSTRUCTIONS:

Bids must be submitted in a sealed package(s) to the address indicated on the Submission Return Label between the hours of 8:30 a.m. and 4:00 p.m. (Thunder Bay Time), Monday through Friday (excluding Statutory Holidays), AND NO LATER THAN THE TENDER SUBMISSION DEADLINE DATE AND TIME NOTED ABOVE.

LDSB does not accept responsibility for proposal submissions directed to any location other than the address indicated on the label above.

Failure to affix this Label to your submission envelope/ package may also result in submissions not being recognized as a tender submission. This could result in your submission arriving late at the prescribed office and will be deemed late and disqualified.

Submission received by Fax or any other kind of electronic transmission will be rejected.

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APPENDIX F-2: SUBMISSION LABEL – INDIVIDUAL SUBMISSION ENVELOPE LABELS

Envelope #1 – RFP Technical Submission

AFFIX THIS LABEL TO YOUR RFP TECHNICAL SUBMISSION PACKAGE ENVELOPE (cut along perforated lined)

Proponent to complete the following: (Full legal name and address)	ENVELOPE #1
NAME: _____	TECHNICAL SUBMISSION:
ADDRESS: _____ _____	#RFP24-23
CONTACT: _____	SPEECH-LANGUAGE PATHOLOGY
PHONE: _____	SERVICES
TO: Lakehead District School Board 2135 Sill Street Thunder Bay, ON P7E 5T2 Attention: Alisha Osadec, Buyer	SUBMISSION DEADLINE: Closing Date: Thursday, May 16, 2024 Closing Time: 2:00:00 pm (Local Time)

Envelope #2 – Cost Submission

AFFIX THIS LABEL TO YOUR COST SUMMARY SHEET PACKAGE ENVELOPE (cut along perforated lined)

Proponent to complete the following: (Full legal name and address)	ENVELOPE #2
NAME: _____	COST SUBMISSION
ADDRESS: _____ _____	#RFP24-23
CONTACT: _____	SPEECH-LANGUAGE PATHOLOGY
PHONE: _____	SERVICES
TO: Lakehead District School Board 2135 Sill Street Thunder Bay, ON P7E 5T2 Attention: Alisha Osadec, Buyer	SUBMISSION DEADLINE: Closing Date: Thursday, May 16, 2024 Closing Time: 2:00:00 pm (Local Time)

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APPENDIX G: STANDARD TERMS AND CONDITIONS FOR PROCUREMENT REQUESTS

These Standard Terms and Conditions for Procurement Requests form a part of each procurement document and apply in like force for the purchase of materials, supplies, equipment and services. Where conditions within the procurement document are contrary to these Standard Terms and Conditions, the conditions specified in the procurement document will prevail.

Lakehead District School Board is also referred to as LDSB or the Board.

BID SUBMISSION:

1. Bids must be legible in ink or typewritten and submitted on and in accordance with the instructions and forms provided in the LDSB procurement document. Alterations, erasures, or modification by any means to the original document is not permitted under any circumstances. Tampering with the original documents may result in bid disqualification.
2. Bid submissions must be in English only. Submission documents received by LDSB not in the English language will be disqualified.
3. Submissions must be received in a sealed envelope clearly indicating the procurement name, number, the bidder's name and address and any other information that may be requested in the procurement document.
4. Submissions or amendments received by fax, e-mail, or telephone WILL NOT be accepted unless otherwise specified in the procurement document.
5. All submissions which are received by the stated closing time may be opened publicly, at the discretion of the Board. The disclosure of information provided will be limited to the names of the bidders, and only if applicable, the total bid price.
6. Any bid received by the Purchasing Department later than the time and date specified WILL NOT BE CONSIDERED, and will be returned at the Bidder's request and expense. The time and date referenced in an LDSB procurement document will be Thunder Bay, ON Local Time. For the purpose of documenting time, the web clock NRC (National Research Council Canada) official time at the submission location, shall govern.
7. Submissions will remain irrevocable in the form submitted by the bidder for a period of sixty (60) days from the closing date and time of the procurement process, unless otherwise specified in the procurement document.
8. The bidder will not rely upon any oral or written information or representation provided to them by anyone other than the LDSB contact person referenced in the procurement document, and any written addenda to this document. Lobbying during the competitive procurement call or "black out period," is prohibited. This includes any communications with anyone other than the LDSB contact from the time of issuance of procurement document, up to and including the time of award. All correspondence in regard to the procurement document and specifications must be directed to the LDSB contact person named in the document.

The bidder is required to promptly examine all of the documents and report any errors, omissions or ambiguities, and direct questions or seek additional information in writing, on or before the deadline for questions.

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It is the responsibility of the bidder to seek clarification on any matter it considers to be unclear. LDSB will not be responsible for any misunderstanding on the part of the bidder concerning the procurement request or its process.

9. If applicable, the bidder will be required to sign a Tax Compliance Declaration Form as confirmation of the bidder's compliance with all tax statutes administered by the Ministry of Revenue for Ontario. This will serve as verification that the bidder's provincial taxes are in good standing.

10. The bidder will be required to sign a Declaration of Conflict of Interest statement to indicate whether there is a perceived, actual, or potential conflict. If, at the sole and absolute discretion of LDSB, the bidder is found to be in a conflict of interest, LDSB may disqualify the bid. Where LDSB discovers a bidder's failure to disclose an actual or potential conflict of interest, LDSB may disqualify the bidder or terminate any contract award to that bidder pursuant to this procurement process.

11. In accordance with Ontario regulations regarding the Safe Schools Act, LDSB at its discretion, may request a Police Records Check for a service provider. Failure to provide the documentation may disqualify the bid

12. In responding to a procurement request, bidders must not submit alternative strategies or solutions unless more than one is expressly requested in the procurement document or is approved by written request prior to the final addendum release date. In the event more than one solution is requested, it must be treated as a separate bid and submitted in another sealed envelope following the guidelines of the procurement document.

13. A submission that includes the bidders own contract, terms and conditions, options, variations, or contingent statements that are contrary to or inconsistent with the terms set out in the procurement document, may be disqualified. If a submission is not disqualified despite such changes or qualifying statements, the terms and conditions of the procurement document will prevail over any requested changes and will be confirmed and mutually agreed upon by both parties at the time of contract acceptance.

14. A bidder may request to withdraw or amend their submission prior to the closing date and time. Requests may be initiated by the bidder or may be a result of information provided by addenda. Amendments should clearly indicate what part of the submission it is applicable to or if the submission is being replaced in its entirety.

Such requests must be made in writing and signed by an authorized representative of the bidder's company, to the LDSB contact person referenced in the procurement document. LDSB is under no obligation to return amended or withdrawn submissions. LDSB will return unused samples and exhibits at the supplier's request and expense.

15. Bid securities, if required, will be outlined in the procurement document binding the bidder to fulfill the obligations of the procurement process. Bids will be disqualified for failure to include requested bid securities that may include a bid bond or certified cheque, performance bond, labour & materials payment bond, maintenance bond or letter of agreement to bond. If bidders elect to submit a certified cheque as a bid deposit, the LDSB will not pay interest on the deposit. The certified cheque will be returned as soon as possible after award, to the unsuccessful bidders.

16. If required, a one-time mandatory site visit may be held. It is the sole responsibility of all potential bidders to arrive on time. All bidders must sign in prior to the inspection. Only contractors represented at

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the mandatory site visit will be eligible to submit a bid. If a sub-contractor, with his attendance, is representing a prime contractor, this must be acknowledged on the sign-in sheet or the contractor will have been deemed to have not attended and will not be allowed to submit a bid.

In the event only one potential bidder attends the site visit, LDSB reserves the right to re-schedule a second visit, to ensure competitive submissions are received.

17. In order to establish a basis of quality, certain materials, processes, types of machinery and equipment may be specified either by description of process or by designating a manufacturer by name and referring to a brand or product designation. It is not the intent of these specifications, unless noted otherwise, to exclude other processes, equipment, or materials of equal value, utility or merit, which are approved by LDSB.

For purpose of the procurement process, definitions of Equivalent and Alternate Products are as follows. EQUIVALENT PRODUCT is a substitute item to the item requested that is not identical, but equal or better to the product requested, having sufficient common specifications to be capable of being used for the same purpose and achieving equivalent results. ALTERNATE PRODUCT is a substitute item that does not fully meet the requirements of the requested product, but in the opinion of the bidder, achieves the same results.

LDSB reserves the right to inspect or test any substitute offered to determine equivalency and may require demonstrator or sample items in order to be able to evaluate the substitutes proposed. LDSB is the sole judge as to whether substitute products are considered equivalent or acceptable and meet the intent of the original mandatory requirement.

In submitting a bid on an item other than as specified, the bidder must include with the submission complete technical data and descriptive literature with respect to the substitute item proposed, unless otherwise stated in the procurement document. FAILURE TO DO SO MAY RENDER THE BID INVALID. Consideration will be given to bids submitted on substitute items to the extent that such action is deemed to serve the best interests of LDSB.

If the bidder does not indicate that the item he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact item as described in the tender specifications. Items listed as NO SUBSTITUTE must be quoted as described.

18. Samples, when requested, are to be submitted strictly in accordance with instructions of the specific procurement document; otherwise the bid may be disqualified.

19. Unless otherwise stated in the procurement document, the bidder will warrant that all goods, materials and equipment supplied under the contract will be new and of the latest model, be good, merchantable quality and conform to the product description and/or application specified in the procurement document. It shall be understood that all the equipment and parts which are usually provided in the manufacturer's stock model shall be furnished.

20. LDSB reserves the right to reject any materials that differ from our specifications or differ from the approved samples submitted. Any rejected materials will be returned at the supplier's expense.

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21. All shipments must comply with WHMIS Classification, Labeling and MSDS Requirements, all in strict accordance with the WHMIS Legislation or shipments will be refused by the LDSB and returned at the supplier's expense. A Material Safety Data Sheet must accompany each shipment.

22. All electrical and mechanical equipment must be CSA/ULC and/or Electrical Safety Authority approved.

23. The bidder shall keep all Board technical information, specifications, drawings, designs, building and floor plans and other documentation relating to the business or activities of the Board, confidential and secure and limit the disclosure of such information to only those of its directors, officers, employees, agents, partners, affiliates, and subcontractors who have a need to know for the purpose of providing the deliverables.

The bidder shall not use any intellectual property of the Board, including but not limited to, logos, registered trademarks, or trade names of the Board, at any time without the prior written approval of the Board.

24. Bidders must ensure that their participation in LDSB's competitive process is conducted fairly and without collusion or fraud.

25. The procurement process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

PRICING, PACKAGING AND DELIVERY:

26. All prices quoted must be in Canadian funds. Prices, unless otherwise requested in the procurement document must include all applicable duties, excise tax, customs clearance charges, fuel surcharges, and any other additional fees, but exclude the Harmonized Sales Tax (HST). The HST will be added to purchases at invoicing as applicable. Bid submissions that indicate extra charges will not be considered.

27. All suppliers of the LDSB are required to indicate the Harmonized Sales Tax as a separate line item on submissions and invoices. The supplier's Registered H.S.T. NUMBER must be indicated on all invoices.

28. Prices are to remain firm for the duration of the contract which unless otherwise noted, will be for a minimum period of one year from the initial contract date. Prices will not be considered firm if the conditions "subject to manufacturers" or "other increases beyond our control" are indicated.

29. Items, must be priced and extended in accordance with our specified units of measure.

30. In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

31. Delivery must be FOB Destination, Freight Prepaid, unless otherwise indicated in the procurement document. FOB Destination, Freight Prepaid is mutually understood to mean the Seller pays the freight charges; bears the freight charges; owns the goods in transit; and files claims, if any, with the carrier. Items are to be delivered to any specified destination within the limits of LDSB.

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32. Deliveries to all LDSB sites must include the cost of OFFLOADING OF GOODS at the designated receiving location within the building, unless otherwise indicated in the procurement document.

33. Goods shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packaging material or containers. The containers shall remain the property of LDSB unless otherwise stated in the specifications of the procurement document.

RIGHTS OF THE BOARD:

34. LDSB reserves the right to:

- a) make public the names of any or all bidders;
- b) request written clarification of the bidder's submission;
- c) assess a bidder's submission on the basis of:
 - i. a financial analysis
 - ii. information provided by references;
 - iii. checking references other than those provided by the bidder;
 - iv. the bidder's past performance on previous contracts awarded by the LDSB;
 - v. other relevant information that arises during the procurement process;
- d) waive minor informalities and irregularities and accept submissions which, in the sole judgment of LDSB, substantially comply with the requirements of the procurement;
- e) in the sole judgment of LDSB, deem submissions non-compliant if the submission contains major deviations and irregularities and/or does not comply with the terms of the procurement document, thereby compromising the integrity of the bidding processes
- f) disqualify any bidder whose submission contains misrepresentations or any other inaccurate or misleading information;
- g) make changes, including substantial changes, to the procurement requirements provided that those changes are issued by way of addenda;
- h) select any bidder other than the bidder whose submission reflects the lowest cost to LDSB or the highest score;
- i) award by item, or part thereof, groups of items, or parts thereof, or all items of the tender, or to reject any and all submissions in whole or in part.
- j) negotiate with the successful bidder, minor changes or variations to the bid without re-calling the procurement process, if deemed to be in the best interest of the Board.
- k) accept or reject submissions not properly completed;
- l) cancel the procurement process at any stage;
- m) where bids exceed the budget amount, negotiate the scope of work with the low bidder or issue a new request for the same or similar procurement
- n) reject any or all submissions;

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances. LDSB will not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any bidder or any third party resulting from LDSB exercising any of its express or implied rights indicated in these terms and conditions, or for reason of the non-acceptance by the LDSB of any bidder's submission, or by reason of any delay in its acceptance.

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35. LDSB reserves the right to not accept submissions from any bidder who has a claim or has instituted a legal proceeding against the Board whether it is related or unrelated to the subject matter of the procurement document. This right of the Board applies to the bidding company and any of the company's subsidiaries or to any firm of which the principals of the company are associated, or any sub-consultant hired by the Consultant. It is the Consultant's responsibility to ensure the aforementioned are in good standing with LDSB.

EVALUATION AND AWARDS:

36. LDSB may assign a team to evaluate submissions, as required.

37. LDSB will evaluate responsive responsible submissions only. Responsive meaning one which meets all mandatory requirements and complies with the provisions of the procurement document. Failure to meet mandatory criteria will disqualify the bid.

38. LDSB may consider environmentally responsible and sustainable products and services as part of evaluation criteria based on need, affordability and cost effectiveness to LDSB. The bidder is encouraged to provide information on their commitment to providing environmentally sustainable products and services that support global awareness, reducing the impact on the environment and human health. Information may include, but not be limited to, the bidder's vision, strategies, practices, products and programs offered in making a positive difference to the environment.

39. Bids may be evaluated based on weighted criteria contained in the procurement documents, to determine which submission offers the best value and meets the objectives of the Board.

Where evaluation of criteria is tied, the process to resolve may differ depending on the procurement request. Resolution processes may include but not be limited to: bidder supplier presentations and demonstrations, reference checks, or site visits to bidder supplier location. Bidders will be given the new criteria that this next stage of the evaluation will be based on.

40. Where identical low price bids are received, the following options, as deemed appropriate by the Supervisor of Purchasing, may be considered to break the tie: prompt payment discount, best delivery, environmental initiatives offered, or a coin toss facilitated by the Supervisor of Finance or designate.

In the event of a coin toss, the bidder whose submission is date stamped the earliest, will call the draw. Bidders will be requested to sign a Tie Bid Declaration Form agreeing to abide by the result and waive any legal rights they may have against the LDSB.

41. A bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the procurement documents.

42. All bidders will be notified in writing of the outcome of the procurement process after the award of the contract.

43. For procurements valued at \$100,000 or greater, bidders who participated in the procurement process may request a debriefing. All requests must be in writing to the LDSB contact in the procurement document or the LDSB Supervisor of Purchasing, and must be made within sixty (60) days of award

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notification. The intent of the debriefing information session is to provide a critique of the submission discussing its strengths and weaknesses, to aid the bidder in presenting a better submission in subsequent procurement opportunities. LDSB will not disclose information in other bidders' submissions or engage in comparing the contents of any submissions.

44. Subsequent to a debriefing meeting, where a bidder believes that the competitive process has not been conducted in accordance with the process requirements contained herein, the bidder may file a bid protest. A bid protest must be submitted in writing citing the clause in the procurement document that has not been adhered to, in the opinion of the bidder and the resultant effect on the bidder's submission. Bid protests must be received in writing by the LDSB contact person named in the document, within ten (10) days from the debriefing meeting. Any protest in writing that is not timely received will not be considered and the bidder will be notified in writing.

Allow the LDSB contact five (5) days to investigate and respond. If the bid protest is not resolved by the LDSB contact, it will be forwarded to the Supervisor of Finance and will reviewed and addressed in a timely and appropriate manner together with the Manager of Finance and/or Superintendent of Business, if required.

Any protest in writing shall include the following:

- Specific identification of the clause and/or procurement procedure that is alleged to have been breached
- Specific description of each act alleged to have breached the procurement process
- A precise statement of the relevant facts
- An identification of the issues to be resolved
- The bidder's arguments and supporting documentation
- The bidder's requested remedy

A record of all bid protests will be kept in the procurement file.

CONTRACT:

45. A LDSB Purchase Order or any other official acceptance of the offer in writing by LDSB shall constitute a contract between the successful supplier and the Board. This contract shall bind the supplier on its part to furnish and deliver goods or services at the prices quoted and in accordance with the conditions of the procurement document, and LDSB on its part to take delivery of and pay for the goods or services at the contract price.

46. It is mutually agreed and understood that the supplier shall not sub-contract or assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of LDSB.

47. The bidder acknowledges that if successful it will be providing the deliverables to the Board on a non-exclusive basis. The Board reserves the right to contract with other parties for the same or similar goods/services or may obtain the same or similar goods/services internally.

48. Shipment of goods or commencement of work shall be at the risk of the successful bidder, if undertaken in advance of receipt of a formally executed LDSB Purchase Order or other official contract.

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49. A successful bidder failing to accept a contract will not be eligible to participate in future LDSB procurement requests for a time period as determined by the LDSB.

50. LDSB reserves the right to terminate the contract without notice if service is deemed unsatisfactory by LDSB or not in accordance with the terms and conditions or scope of work specified in the procurement document; or if the company commits any act of bankruptcy, or if a receiver is appointed on account of its insolvency.

This contract may be terminated at any time by written agreement of LDSB and the supplier OR by LDSB on fifteen (15) days written notice. Where, in the opinion of the Board, the supplier has failed to fulfill all or part of the terms of this contract, LDSB shall have the right to award this contract to another bidder or to re-issue the procurement document.

LDSB shall have the right to assess and collect from the supplier any damages and costs that are incurred by the Board as a result of the bidder's failure to perform.

In the event of termination, LDSB will not, by virtue of any of the above instances of termination, waive any rights or remedies it may have in the contract or otherwise at law and LDSB shall not be responsible to the supplier for any losses, costs or damages of any nature whatsoever. LDSB shall only be responsible for the payment of goods received or services completed in connection with the contract up to and including the effective date to any such termination.

51. All contractors, suppliers, and visitors must adhere to the following procedures when on LDSB property.

- a) Immediately upon arrival at the site, report to the Main Office and inform them of the reason you are in the building or on the grounds.
- b) Report any potential safety concerns where students or staff is involved.
- c) Ensure students are away from the immediate work site.
- d) Do not operate any vehicle or equipment on the grounds during school recess.
- e) Report any irregularities such as, delay in materials, extended times for completion of work, etc., to the Principal, Chief Custodian or designated Project Coordinator.
- f) Adhere to school policy for proper attire while on school property, that is, obscene t-shirts are not acceptable dress codes.
- g) Avoid the use of profanity while on Board property.
- h) SMOKING is prohibited on all Board property.
- i) NO ADVERTISING or marketing of goods/services on Board property.

OCCUPATIONAL HEALTH AND SAFETY:

52. The supplier will be responsible to take all necessary steps to protect personnel, workers, visitors, the general public, etc., and property from any harm during the course of the contract. All work performed under this contract shall be in conformity with the Occupational Health & Safety Act, and related Regulations and latest revision thereof and with the Board's policies and procedures.

LDSB may monitor daily to ensure that safety requirements are met, and that safety records are properly kept and maintained. Initial disregard for safety standards will cause the contract to be reviewed and a written record of the review will become part of the contract documents. A second infraction can lead to loss of contract.

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The supplier will report to LDSB, and jurisdictional authorities, any accident or incident involving supplier, LDSB or public personnel and/or property, arising from the supplier's execution of the work.

The supplier will include all provisions of this contract in any agreement with subcontractors, and hold all subcontractors equally responsible for safe work performance.

If the supplier is responsible for a delay in the progress of the work due to an infraction of legislated or the LDSB health and safety requirements, the supplier will, without additional cost to the Board, work such overtime, as deemed necessary, in the opinion of LDSB's representative to avoid delay in the final completion of the work or any operations thereof.

WORKPLACE SAFETY INSURANCE BOARD (WSIB)

53. The successful bidder must provide a Certificate of Clearance from the Workplace Safety and Insurance Board prior to commencement of work, certifying that all assessments and liabilities have been paid, and that the bidder is in good standing with WSIB.

If the successful bidder is recognized by WSIB as an 'independent operator', WSIB optional insurance must be purchased and proof of coverage provided to LDSB prior to commencement of work.

LDSB will not be liable to the WSIB for future payments in connection with the successful bidder's fulfillment of the award requirements.

LDSB will not issue a purchase order to any supplier until appropriate documentation from the WSIB is received.

PRIOR TO PROGRESS OR FINAL PAYMENT ON A CONTRACT, THE SUPPLIER MUST PROVIDE A WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) CERTIFICATE OF CLEARANCE

54. If the supplier is responsible for a delay in the progress of the work, the supplier will without additional cost to LDSB work such overtime, as deemed necessary, in the opinion of the LDSB Project Coordinator to avoid delay in the final completion of the work or any operations thereof.

55. Supplier performance will be evaluated either by periodic audits during the contract term or upon completion of the contract, using a LDSB Performance Evaluation Report. Where the standard is not being met, the Board will conduct an investigation and follow-up with the supplier.

56. LDSB reserves the right to remove any supplier for unsatisfactory performance of contract, from eligibility to submit proposals for a time period as determined by the LDSB.

57. Force Majeure - Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. Should the performance of any contract be delayed or prevented as herein set forth, the supplier agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

CONTRACT GUARANTEES:

58. The supplier hereby covenants and agrees:

a) To perform the contract in accordance with the specifications and proposal under which the contract is awarded.

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- b) To save LDSB, 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 contract of which the contractor is not the patentee, assignee or licensee.
- c) To guarantee that the good(s) and/or work will be free from defects in design, materials, components, and workmanship for the periods set out below, or as otherwise stated, if greater than the warranty stated below. Any such defects in design, materials, components, and workmanship shall be corrected, repaired, or replaced by the supplier with new or replaced parts free of any additional cost to the Board. The warranty periods shall commence upon acceptance of the good(s) and/or work by LDSB.
Material: One (1) year
Labour: One (1) year
Any materials, parts or components which have been replaced or which are used for replacement due to defects in design, material or workmanship under the initial warranty period shall be warranted for one (1) year from the date of LDSB's acceptance of the replacement or repair, or shall take in the remainder of the original applicable warranty period, whichever period is greater.
- d) To furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or the work of other sub-contractors. Revisions or corrections resulting from errors, omissions, or negligent acts will be promptly rectified without additional compensation.
- e) To pay for all permits, licenses and fees, and to give all notices and comply with all by-laws and regulations of LDSB.
- f) To furnish satisfactory proof of insurance as request, prior to commencement of work. LDSB must be added as additional insured on the policy.
- g) To comply with the laws and regulations of Canada, the Province of Ontario and local municipalities pertaining to the performance of this contract and in every activity connected including products and transportation/delivery methods.

59. The Supplier, for itself, its heirs, executors, administrators, and its authorized successors and assigns, shall indemnify and hold harmless LDSB, the Purchaser, their trustees, agents, employees and servants their successors and assigns, from any and all matter of damage or injury, claims, suits, costs, expenses or damages, whether direct or indirect, compensatory or otherwise, arising directly or indirectly out of the performance or purported performance of the contract, from negligent acts, errors or omissions in the execution of the Work, or from the supply of any goods and services under the contract, including but without limiting the generality of the foregoing, loss or damage to any property whether owned by the Purchaser or by others, injury or death to any person, alleged and actual breaches or infringements of any intellectual property rights, damage to the environment, in connection therewith on a substantial indemnity basis.

DEFECTIVE/INFERIOR GOODS AND SERVICES:

60. LDSB reserves the right to accept or reject inferior goods or services. In the event delivered goods are deemed to be defective or inferior by LDSB, the following steps may be taken at the sole discretion of the Board:
- a) Request the supplier retrieve the goods at its own expense within ten (10) days after notification unless public health and safety require immediate disposal of such rejected goods in which case LDSB may take such actions as it deems necessary. Rejected goods left longer than ten (10) days will be considered as abandoned and LDSB shall have the right to dispose of the goods as its own property.
- b) Charge the supplier for any shipping and removal costs incurred by LDSB as a result of abandonment of goods.

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- c) Use or consume the goods and discount the price accordingly at a mutually agreed price.
 - d) Return the goods to the vendor for 100% refund of purchase price without penalty of re-stocking charges.
 - e) Request replacement of goods at no charge.
- Under no circumstances will LDSB be responsible for return or disposal of defective or inferior goods.

PAYMENT:

- 61. In the absence of a prompt payment discount, standard payment terms of Net 30 days shall apply.
- 62. Discounts for prompt payment will be calculated from the date LDSB receives the invoice, or the date the goods/services are found to be acceptable by the Board, or the date when a discrepancy on an invoice is adjusted to LDSB's satisfaction, whichever is the later date. LDSB will consider the date of the Board's cheque to be the payment date, and when that date is within the prompt payment terms, LDSB's obligation to meet the prompt payment terms is fulfilled.
- 63. All charges against a supplier shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the supplier will pay LDSB, on demand, the amount of such charges.
- 64. All invoices submitted must include the purchase order number, work order and/or account numbers for each item. Where required, copies of all supporting packing slips and/or invoices bearing the signature of authorized LDSB staff must accompany the applicable invoices submitted for payment. Harmonized Sales Tax is to be shown as a separate line item on the invoice.
- 65. Invoices are to be e-mailed to accounting@lakeheadschoools.ca or sent to LDSB, ACCOUNTING DEPARTMENT, 2135 Sills Street, Thunder Bay, ON, P7E 5T2.
- 66. If an invoice is received without all relevant data for processing, it may be returned to the supplier. Payment terms will come into effect upon receipt of a properly completed invoice.
- 67. All payments will be made via Electronic Funds Transfer (EFT) directly into the Vendor's preferred bank account. The successful vendor shall complete the required EFT Form after notification of contract award.
- 68. Where there is a question of non-performance, payment in whole or in part may be withheld. In the event cash discount is involved, the withholding of payment as provided herein will not deprive LDSB from taking the discount.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA):

- 69. The Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), R.S.O. 1990, c.M.36, as amended, applies to information provided to LDSB by a bidder. The confidentiality of information supplied by bidders, including their submissions, will be maintained by LDSB, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their submissions will, as necessary, be disclosed on a confidential basis, to LDSB's advisors retained for the purpose of evaluating or participating in the evaluation of their submissions.

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By submitting any Personal Information, bidders are agreeing to the use of such information as part of the evaluation process, for any audit of the procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful bidder to provide the services, such information may be used by LDSB to compare the qualifications of such individual with any proposed substitute or replacement. If a Bidder has any questions about the collection and use of Personal Information pursuant to the procurement request, questions are to be submitted to the LDSB contact person identified in the procurement document.

CANADIAN FREE TRADE AGREEMENT (CETA); CANADIAN-EUROPEAN UNION COMPREHENSIVE ECONOMIC TRADE (CFTA):

70. In compliance with the Canadian Free Trade Agreement (CETA), the Canadian-European Union Comprehensive Economic Trade (CFTA), LDSB will carry out procurements in a manner consistent with the relevant trade agreements, as well as fulfil the requirements of the Ontario Ministry of Finance Broader Public Sector (BPS) Procurement Directives.

ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

71. The Board is committed to the highest possible standards for accessibility. Bidders(s) must be capable to recommend and deliver, as appropriate for each deliverable, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities. In accordance with the AODA, when procuring goods, services and facilities, LDSB may incorporate evaluation criteria and features into the procurement document. The bidder acknowledges that LDSB, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

The bidder shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.